

VIRGINIA: At a Regular Meeting of the Tazewell County Board Of Supervisors held June 1, 2010 At 6:00 P.M. in The Tazewell County Administration Building, 108 East Main Street, Tazewell, Virginia 24651

PRESENT: Seth R. White, Chairman  
Dave R. Anderson, Vice-Chairman  
D. Michael Hymes, Members  
Jim Campbell, Member  
John Absher, Member  
Jim Spencer, III – County Administrator  
C. Eric Young, County Attorney  
Patricia Green, Assistant County Administrator  
Ruth Groseclose, Administrative Assistant  
Arlene Matney, Director of Budget and Finance  
Members of the Press

ABSENT: None

---

The Chairman, Seth R. White welcomed those present, called the regular meeting to order, and presided with all members in attendance.

Supervisor Absher gave the invocation, with Member Campbell leading those present to the Pledge of Allegiance to the United States flag.

---

**AGENDA APPROVED AS AMENDED**

Upon motion of Supervisor Absher, seconded by Supervisor Campbell 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 May 4, 2010 meeting minutes as written.

Upon motion of Supervisor Absher, seconded by Supervisor Hymes 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 April 27, 2010 meeting minutes as written.

---

**EXECUTIVE/CLOSED MEETING**

Upon motion of Supervisor Absher, seconded by Supervisor Hymes 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 enters into the Executive/Closed Meeting, pursuant to Virginia Code Section 2.2-3711 of the Code of Virginia to consider the following matters:

A-7 Legal matter involving Covington Road

A-7 Legal consultation regarding Bluestone Development Agreement

A-7 Legal consultation regarding Bluestone financing

A-7 Legal consultation regarding Sales Tax Recoupment from Towns

A-5 Prospective Business (CNG)

A-3 Property Acquisition for public purpose involving Morris Knob tower.

Now, upon motion of Supervisor Hymes, seconded by Supervisor Anderson 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 returns from the Executive/Closed Meeting and hereby certifies the following read by Supervisor Hymes:

**CERTIFICATION**

**OF EXECUTIVE/CLOSED MEETING**

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, 2.2-3712 of the Code of Virginia requires a certification by the Tazewell County 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.

Ayes: Supervisor Absher, Campbell, Hymes, White and Anderson

Nays: None

Absent: None

Absent during vote: None

---

**ACTION AS A RESULT OF THE EXECUTIVE/CLOSED SESSION-  
BLUESTONE PROPERTY**

Upon motion of Supervisor Anderson, seconded by Supervisor Hymes 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 amendment to the lease agreements with the Industrial Development Authority (IDA) exempting the two (2) business parcels from the lease, and hereby authorizes the Chairman or Vice Chairman to execute the same on behalf of the County; and further,

Upon motion of Supervisor Anderson, seconded by Supervisor Hymes 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 amends the Development Agreement with the Industrial Development Authority (IDA) to reflect that repayment of the \$3,000,000 line of credit by the Industrial Development Authority (IDA) be required according to the terms of the agreement and such other amendments as are contained in the amended development agreement, and that the Tazewell County Board of Supervisors hereby authorize the Chairman or Vice Chairman to execute the same on behalf of the County; and finally,

Upon motion of Supervisor Anderson, seconded by Supervisor Hymes 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 and directs the Industrial Development Authority (IDA) to assign any Rents due under the Prime Lease or any other Sublease or the Bluestone Property to First Bank and Trust to secure the \$3,000,000 line of credit, and authorizes and directs the Chairman or Vice Chairman to execute any document acknowledging the Assignment.

Copies of the Agreements, in a form as hereby approved are on file in the Office of the County Attorney/County Administrator and incorporated herein these minutes by reference thereto.

---

RESOLUTION – IN MEMORY OF THE LATE

REV. LEON YOST

The Board presented a resolution to the family of the late Rev. Leon Yost who passed away on April 3, 2010. Rev. Yost was an ordained minister and worked with many county organizations including the Boy Scouts of America, founding president of the former Bishop Lions Club, a former director of Tazewell County's Red Cross and served as a member of various boards and commissions, and at the time of his death he was serving as Vice Chairman of the Tazewell County Industrial Development Authority. Present to accept the resolution was his daughter Pamela G. Alford, her husband Mike, and his granddaughter, Melissa Crigger. Mrs. Alford thanked the Board for the resolution and said that her father enjoyed working with the Tazewell County IDA and during his failing health continued to attend and take part in the meetings.

A copy of the resolution in the form as presented is on file in the office of the County Administrator, 108 East Main Street, Tazewell, Virginia 24651.

---

TAZEWELL COUNTY BUDGET FY10-11

PUBLIC HEARING

The Chairman, Seth R. White, called to order a Public Hearing that was duly advertised according to law entitled:

Tazewell County Proposed Budget Ordinance FY2010-11

June 1, 2010 @ 7:15 p.m.

The County of Tazewell's recommended budget synopsis is prepared and published for informative and fiscal planning purposes only. The inclusion in the budget ordinance of any item or items does not constitute an obligation or commitment on the part of the Board of Supervisors of this County to appropriate any funds for that item or purpose. The budget ordinance is presented based on the estimates prepared by the Tazewell County Board of Supervisors/Budget Committee, and requests submitted to the County Administrator by other offices and department heads of the County. There is no allocation or designation for that purpose of any funds of the

County for any purpose until there has been an appropriation for that purpose by the Board of Supervisors of Tazewell County, Virginia. The budget ordinance is for informative and fiscal planning purposes only and will not be approved, adopted or ratified by the Board of Supervisors until at least seven (7) days after the Public Hearing with an anticipated adoption date of June 30, 2010 informative and fiscal planning purposes only, to consider the following proposed budgets for fiscal year, 2010-2011:

- Tazewell County School Board Budget, 2010-11
- Tazewell County School Textbook Fund Budget 2010-11
- Tazewell County School Cafeteria Fund Budget 2010-11
- Tazewell County School Construction Fund Budget 2010-11
- Tazewell County General Operating Budget 2010-11
- Tazewell County General Capital Projects Fund 2010-11
- Tazewell County Landfill Enterprise Fund 2010-11
- Tazewell County Coal Road Improvement Fund 2010-11
- Tazewell County Coal Road Economic Development Fund –2010-11
- Tazewell County Damage Stamp Fund Budget 2010-11
- Tazewell County Law Library Fund Budget 2010-11
- Tazewell County Emergency 911 Fund 2010-11

This Public Hearing is held pursuant to Section 15.2-2500 - 15.2-2508 of the Code of Virginia, 1950, as amended, and is for the purpose of allowing the public to question and comment on the proposed budgets.

The County Administrator, Jim Spencer showed a power point presentation of the proposed budget ordinance and outlined the County's goals for the FY11 budget year.

- No tax increases – same as current year
- Maintain all current level of services to County citizens
- Retain all County employees (School Board & County) no layoffs
- Maintain present level of funding to the Tazewell County School System
- Absorb the over \$1,000,000 reduction in General Fund revenue through County funds expenditure reductions

He then presented a list of ways the County was able to maintain the current tax rates:

- 2<sup>nd</sup> year with no raises for County employees

- Employees share in increased cost of hospitalization coverage (every year)
- Cut new vehicle purchases (2<sup>nd</sup> year)
- Cut machinery & equipment purchases (2<sup>nd</sup> year)
- Cut furniture & fixture purchases (2<sup>nd</sup> year)
- Cut capital outlay purchases (2<sup>nd</sup> year)
- With regard to the Tazewell County's 50 Largest Employers, the County also moved from No. 13 to No. 9.

The County Administrator said that he would rather keep his employees than have furniture and fixtures. Chairman White stated this budget year was extremely difficult and the County looked at all budget requests with no new budget requests funded. He said the County had to actually reduce funding to several organizations, such as the Tazewell County Council and funding to Kids Fish Day.

Now, the Chairman called for public comments from the floor with regard to the proposed budget:

Mr. Steve Halley, with Brain Injury Services of Southwest Virginia, Roanoke, Virginia was present and requested funding. The Brain Injury Services of SWVA assist people with brain injuries and their families by providing long-term assistance and by connecting them to various services such as therapy, education, job training, as well as recreational services. The Brain Injury Services currently assist four (4) people in Tazewell County.

Supervisor Absher recommended \$250.00 from the Western district recreation fund to assist in this endeavor. Supervisor Hymes suggested that this matter be addressed at the June 29, 2010 meeting and that each member consider donating monies from their FY10-11 district recreation accounts to the Brain Injury Services accordingly. Other board members agreed to this concept.

Now, the Chairman, Seth R. White called for further comments from the floor three (3) times with regard to this public hearing and there being none he declared the public hearing closed. The adoption date for the proposed budget for FY10-11 is scheduled for the last week in June.

A copy of the complete budget ordinance in a form as herby proposed for adoption is on file in the office of the County Administrator, 108 East Main Street, Tazewell, Virginia 24651

**CONSENT CALENDAR APPROVED**

Upon motion of Supervisor Hymes seconded by Supervisor Absher 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 following items as Consent Calendar as set forth below. The County Administrator is hereby further authorized and directed to issue said warrants in accordance with this action and which said warrants will be converted to negotiable checks by the Treasurer of Tazewell County, Virginia:

#### WARRANTS

April/May 2010

##### Payroll

Ordered that Warrant Nos. 131844 through 131931, and direct deposits totaling \$199,454.92 from the General, Landfill Enterprise, and 911 Funds, covering payroll for the various County agencies, for the period ending April 30, 2010, be approved.

Ordered that Warrant Nos. 131932 and 131941 through 132029 and direct deposits totaling \$200,733.22 from the General, Landfill Enterprise, and 911 Funds, covering payroll for the various County agencies, for the period ending May 15, 2010 be approved.

##### Accounts Payable/Payroll Deductions

Ordered that Warrant Nos. 447748 through 447937, for \$620,398.05 from the General, Landfill Enterprise, Capital Outlay, Law Library and 911 Funds, covering operating expenses for the various County agencies for the month of April 2010, be approved.

Ordered that Warrant Nos. 447939 through 447956, for \$144,480.87 from the General, Landfill Enterprise, and 911 Funds, covering payroll deductions for the various County agencies for the period ending April 30, 2010, be approved

Ordered that Warrant Nos. 447958 through 448128, for \$550,731.95 from the General, Landfill Enterprise, Capital Outlay, Law Library and 911 Funds, covering operating expenses for the various County agencies for the month May 2010, be approved.

Ordered that Warrant Nos. 448130 through 448148 for \$145,513.81 from the General, Landfill Enterprise, and 911 Funds, covering payroll deductions for the various County agencies for the period ending May 15, 2010, be approved.

Handwritten

Ordered that Warrant Nos. 801455 through 801461 for \$67,737.09 from the General, Landfill Enterprise, Capital Outlay, Law Library, and 911 funds, covering operating expenses for the month of April 2010, be approved.

Approved coyote claims totaling \$1050.00:

- \$50.00 to Roy Harman, 134 Coral Dr. North Tazewell, VA 24630 for 1 coyote killed on May 11, 2010 for 1 coyote killed with a rifle.
- \$50.00 to Brenda Hayes, 176 Empire Drive, North Tazewell, VA 24630 for 1 coyote killed on April 29, 2010 with a snare/trap.
- \$50.00 to Danny Whitt, 3151 Baptist Valley Rd. Cedar Bluff, VA 24609 for 1 coyote killed on April 21, 2010 with a rifle.
- \$50.00 to Alfred Webb, 244 Beechwood Lane, Tazewell, VA 24651 for 1 coyote killed with a snare on April 3, 2010
- \$50.00 to Alfred Webb, 244 Beechwood Lane, Tazewell, VA 24651 for 1 coyote killed with a shotgun on April 16, 2010
- \$50.00 Alfred Webb, 244 Beechwood Lane, Tazewell, VA 24651 for 1 coyote killed with a snare of April 14, 2010
- \$50.00 to Larry Lambert, 401 Plymouth Hollow Rd, North Tazewell, VA 24630 for 1 coyote killed with rifle on April 28, 2010
- \$50.00 to Ronnie Shrader, 287 Mundy Town Road, North Tazewell, VA 24630 for 1 coyote killed with a trap on March 27, 2010
- \$50.00 to Ronnie Shrader, 287 Mundy Town Road, North Tazewell, VA 24630 for 1 coyote killed with a snare on May 4, 2010 with a snare
- \$50.00 to Eddie Bowman, 3071 Mudfork Rd. North Tazewell, VA 24630 for 1 coyote killed with a rifle on May 10, 2010.
- \$50.00 to Bill Lowe, 1598 Mundy Town Rd. North Tazewell, VA 24630 for 1 coyote killed with a rifle on May 9, 2010.
- \$50.00 to Donald Ellison, 2909 Roma Rd. North Tazewell, VA 24630 for 1 coyote killed with a snare on May 15, 2010.
- \$50.00 to Jessie Asbury, 4025 Hogback Road, North Tazewell, VA 24630 for 1 coyote killed with a snare on April 21, 2010

- \$200.00 to Raymond Howell, 1477 Rosenbaum Rd. Bluefield, VA 24605 for 4 coyotes killed with a snare on April 27, 2010
- \$100.00 to Raymond Howell, 1477 Rosenbaum Rd. Bluefield, VA 24605 for 2 coyotes killed with a snare on May 11, 2010
- \$50.00 to Raymond Howell, 1477 Rosenbaum Rd. Bluefield, VA 24605 for 1 coyote killed with a snare on May 19, 2010
- \$50.00 to Robert Peery, 463 Millstone Rd. Bluefield, VA 24605 for 1 coyote killed with a snare on May 8, 2010
- Approved a transfer from the Contingent Expenditure Account (91050-7041) to 35010-5803 in the amount of \$2,966.67 as a reimbursement from Farm Bureau for their part of the coyote bounty paid through April 6 TCBOS meeting.
- Ratified Tannersville tower site deed. A copy which is recorded in the Tazewell County Circuit Court Clerk's office – Deed Book 1071, page 393
- Library Transfers/Donors: Approve the following amounts from the Contingent/Expenditures & Grant Account 91050-7041 to Library Accounts as follow:
  - \$50.00 to Acct. 7301-3099 – donor, Mulco
  - \$16.15 to Acct. 7301-6012 – donor, Brodart
- Amended the \$4,000 approved for payment to “Invasion” anti-drug concert at Mitchell Stadium; instead make payment to the Clinch Valley Community Action, Inc.
- Approved the Orphan Road list as a result of the May 24 Coal & Gas Committee meeting:
  - Eastern
    - Mount Vista Court
    - Lawrence Road
    - Ebenezer Ave
    - Shawver Road
  - Northwestern
    - Rock Road
    - Waited Road

- Coal Creek Road
  - Forest Road
    - Western
  - Grace
  - Meadow street
  - Pleasant Valley EST.
  - Thru Street
  - Power Line Road
  - Maid Street
  - Dingo Road
  - Teak Street
  - Northern
    - Lester Lane
    - Harbor Street
    - Coronado Road
    - Chestnut Road
    - Songbird Road
  - Southern
    - Ivy woods
    - Hickory Ridge
    - Riverbend Lane
  - Approved revisions to the CMPT by-laws
  - Approved \$500 to THS Project Graduation (\$250 Southern & \$250 Northern)
  - Approved \$1000 to Town of Richlands Fire Works (\$500 Northwestern and \$500 Western)
  - Approved a transfer up to \$40,000 from the General Fund Contingency (91050-7023) to Transfer Station Machinery & Equipment (42030-8101) to replace roll-off truck with used vehicle
-

## PUBLIC HEARING – WIRELESS SERVICE AUTHORITY

The Chairman of the Board of Supervisors called to order a public hearing that was duly advertised according to law, entitled “ A PUBLIC HEARING TO HEAR CONCERNS REGARDING THE BOARD OF SUPERVISORS INTENT TO ADOPT AN ORDINANCE TO CREATE A WIRELESS SERVICE AUTHORITY FOR TAZEWELL COUNTY, VIRGINIA, PURSUANT TO VIRGINIA CODE SECTION 15.2-5431 OF THE CODE OF VIRGINIA.” he Authority would be empowered to construct and operate qualifying wireless communications in Tazewell County, Virginia – including internet services and the Board of Supervisors would appoint the Authority’s Board. A copy of the complete ordinance in a form as hereby proposed is on file in the office of the County Administrator, 108 East Main Street, Tazewell, Virginia 24651.

The Chairman then called for public comments from the floor.

John Monk, Tannersville, VA spoke and questioned why it took so long for the County to get the wireless service moving. He said this made the 632<sup>nd</sup> day since the grant was accepted for the Tannersville area and he hoped to see the project to completion.

The County Attorney, Eric Young stated that the Authority would only be necessary to provide the service not to construct the infrastructure. The Internet services should be provided as early as next year, 2011. The County Administrator said the community continues to have meetings on this subject to keep the citizens of Tannersville up to date on this project.

Now, upon motion of Supervisor Hymes seconded by Supervisor Anderson 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 adopts an ORDINANCE CREATING A WIRELESS AUTHORITY FOR TAZEWELL COUNTY, VIRGINIA. A copy of the complete ordinance in a form as hereby approved is on file in the office of the County Administrator, 108 East Main Street, Tazewell, Virginia 24651. And, further, upon motion of Supervisor Anderson, seconded by Supervisor Hymes 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 Mike Watson, Bluefield, Virginia 24605 as a member of the Wireless Authority and further upon motion of Supervisor Hymes seconded by Supervisor Anderson and adopted by a vote of 5 to 0, with all members present voting in favor thereof and

no one against the same, the Tazewell County Board of Supervisors hereby appoints Sam Kinder, Tannersville, VA as a member of the Wireless Authority, effective July 1, 2010.

---

## APPOINTMENTS

### Tazewell County Animal Shelter

Upon motion of Supervisor Hymes, seconded by Supervisor White and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby reappoints the following members to the Tazewell County Animal Shelter, for a term of four (4) years:

- Jim Talbert, 420 Brook St. Tazewell, Virginia 24651 for a term to June 30, 2014
- Dave Anderson, 3214 Ridgeway Drive, Bluefield, Virginia 24651 for a term to June 30, 2014
- Lynna M. Mitchell, PO Box 1205, Richlands, Virginia 24641 for a term to June 30, 2014.

### Appalachian Agency for Senior Citizens

Upon motions made, seconded and duly passed, with all members present 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 Appalachian Agency for Senior Citizens, effective July 1, 2010 and expiring June 30, 2012 (two-2 year terms):

- Charlene Hurt, 3593 Lynn Hollow Road, North Tazewell, Virginia 24651 with a term commencing July 1, 2010 to June 30, 2012 (two (2) year term) (Anderson/Absher)
- Ginger Branton, 1413 Front Street, Richlands, VA 24641 with a term commencing July 1, 2010 to June 30, 2012 (two (2) year term) (Absher/White)
- Ralph Mullins, 161 Valley Drive, Richlands, VA 24641 with a term commencing July 2, 2010 to June 30, 2012 (two (2) year term) (White/Absher)
- One appointment was deferred to the June 29, 2010 recessed meeting.

### Clinch Valley Community Action, Inc.

Upon motion of Supervisor Campbell, seconded by Supervisor Hymes and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same,

the Tazewell County Board of Supervisors hereby reappoints Mr. Bev Smith, P.O. Box 415 North Tazewell, Virginia 24630 as a member of the Clinch Valley Community Action, Inc. for a term commencing July 1, 2010 and expiring June 30, 2011.

Upon motion of Supervisor Absher, seconded by Supervisor Hymes 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 Khyra Lowe, 561 Fair Street, Pounding Mill, VA 24637 to serve as a member of the Clinch Valley Community Action, Inc. – Board of Directors. This appointment fills the expiring term of Ms. Emma Hagy.

#### Southwest VA Community College Board

Upon motion of Supervisor Anderson, seconded by Supervisor Hymes 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 Erik Robinson, 125 Carriage Lane, Bluefield, VA 24605 as a member of the Southwest Virginia Community Board with a term commencing immediately and expiring June 30, 2013. This appointment fills the unexpired term of Dr. Tom Brewster who resigned.

Upon motion of Supervisor Campbell, seconded by Supervisor Hymes and adopted 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 Tammy Allison, PO Box 515, Tazewell, Virginia 24651 as a member of the Southwest Virginia Community College Board, with a term commencing July 1, 2010 and expiring June 30, 2014 (four (4) year term. This appointment fills the expiring term of Mrs. Sandy Hogston.

#### Cumberland Plateau Planning District Commission

Upon motions made, seconded and duly passed and with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby reappoints/appoints the following individuals to serve as members of the Cumberland Plateau Planning District Commission:

- John Biggs, 201 Tower Street, Tazewell, Virginia 24651 (citizen representative (Town of Tazewell) with at term effective July 1, 2010 and expiring June 30, 2011 (one(1) year term)

- Mike Watson, PO Box 1026, Bluefield, Virginia 24605 (citizen representative (Town of Bluefield) with a term effective July 1, 2010 and expiring June 30, 2011 (one (1) year term)
- Don Harris, PO Box 1026, Bluefield, Virginia 24705 (elected official representative- Town of Bluefield) with a term effective July 1, 2010 and expiring June 30, 2012 (two (2) year term)
- Doug Ratliff, 541 Plantation Drive, Richlands, Virginia 24641 (citizen representative – Town of Richlands) with a term effective July 1, 2010 and expiring June 30, 2011
- Wilma Sayers, 737 Middle Creek Road, Cedar Bluff, Virginia 24609 (elected official) with a term effective July 1, 2010 and expiring June 30, 2012.

#### Emergency Services Committee (ESC)

Upon motion of Supervisor Campbell, seconded by Supervisor Hymes 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 Mike Alford, 108 Serenity Lane, Bandy, Virginia 24602 as a member of the Tazewell County Emergency Services Committee, with a term effective immediately and expiring June 30, 2012 (two (2) year term). This appointment replaces the resignation of Mr. Earl Griffith.

#### Industrial Development Authority (IDA)

Upon motion of Supervisor Campbell, seconded by Supervisor Absher 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 Shea Cook 215 Washington Square, Richlands, Virginia 24641 as a member of the Tazewell County Industrial Development Authority to fill the unexpired term of the late Revered Leon Yost, with a term effective immediately and expiring June 30, 2012.

One (1) appointment to fill the expiring term of Jim Boyd, effective June 30, 2010 was deferred to the June 29, 2010 recessed meeting.

#### Jeffersonville Rescue Squad Board of Directors

Upon motion of Supervisor Absher, seconded by Supervisor Campbell 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 Jeffersonville Rescue Squad Board of Directors, effective July 1, 2010 and

expiring June 30, 2011. The appointments fill the expiring terms of Brian Hieatt and Theresa White respectively.

- Dennis Robinson, 101 Tazewell Avenue, Tazewell, VA 24651
- Bob McGlothlin (did not accept the appointment)

#### Tazewell County Planning Commission

Upon motion of Supervisor White, seconded by Supervisor Campbell 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 John Absher, 501 Star Street, Pounding Mill, VA 24637 as the Board of Supervisor representative of the Tazewell County Planning Commission, effective immediately and expiring December 31, 2013. This appointment replaces Seth R. White who resigned from the Planning Commission.

Upon motion of Supervisor Hymes, seconded by Supervisor Anderson 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 Barbara French, 207 Selina Road, North Tazewell, Virginia 24630 as a member of the Tazewell County Planning Commission – Agriculture/farming representative with a term effective July 1, 2010 and expiring June 30, 2014 (4 year term). This appointment fills the expiring term of Thompson Neal.

Upon motion of Supervisor Hymes, seconded by Supervisor White and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby reappoints Bill Gillespie, 191 Clinch Mt. Road, Tazewell, VA 24651 as a member of the Tazewell County Planning Commission effective July 1, 2010 to June 30, 2014.

#### Tazewell County Recreation and Parks Facilities Authority

Upon motion of Supervisor Anderson, seconded by Supervisor Campbell and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby reappoints Sam Wolford, 108 East Main Street, Tazewell, Virginia 24651 as a member of the Tazewell County Recreation and Parks Facilities Authority of the County of Tazewell, Virginia with a term commencing July 1, 2010 and expiring June 30, 2013 (three (3) year term).

### Redistricting Committee

Upon motion of Supervisor Absher, seconded by Supervisor Campbell 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 Seth R. White as the Board of Supervisor representative to serve as a member of the Tazewell County Redistricting Committee.

### Road Viewers

Upon motion of Supervisor Hymes, seconded by Supervisor Anderson and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby reappoints the following individuals to serve as members of the Tazewell County Road Viewers with a term commencing July 1, 2010 and expiring June 30, 2011:

- Paul B. Brewster, PO Box 808, North Tazewell, VA 24630 (Southern)
- Steve Slade, Rt. 2, Box 205, North Tazewell, VA 24630 (Eastern)
- Gratten O. Webb, 133 Jac and Mac Street, Raven, VA 24639 (Northwestern)
- Clyde Sparks, 3850 Indian Creek Road, Cedar Bluff, VA 24609 (Western)
- Northern – deferred to June 29, 2010 recessed meeting

### Upper Tennessee River Roundtable (UTRR)

Upon motion of Supervisor Hymes, seconded by Supervisor Absher 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 Kenneth Dunford, Assistant County Engineer, 106 East Main Street, Tazewell, Virginia 24651 as a member of the Upper Tennessee River Roundtable (UTRR) – This appointment replaces Dave Kinder because he resigned his position with Tazewell County.

### Tazewell County Public Service Authority (PSA)

Upon motion of Supervisor White, seconded by Supervisor Absher 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 Richard Smith, 207 Terry Drive, Richlands, Virginia 24641 as a member of the Tazewell County Public Service Authority (PSA), with a term commencing immediately and expiring December 31, 2013. This appointment fills the unexpired term of Seth R. White who resigned.

### Tall Structures Appeals Board

Upon motion of Supervisor Anderson, seconded by Supervisor Hymes 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 Kathryn Reed Bayless, 1607 West Main Street, Princeton, WV 24740 (lives in Bluefield, VA) as an At-Large member of the Tazewell County Tall Structures Appeals Board. One Northern District and One Northwestern District appointment was deferred to the June 29, 2010 recessed meeting.

---

### EMERGENCY SERVICES REPORT

Supervisor Campbell stated there was nothing new to report with regard to the Emergency Services Committee. The last ESC meeting was held April 29. However, he stated that Sam Wolford would be showing a power point presentation at the June ESC meeting and at the June 29 recessed meeting of the Board of Supervisors.

Supervisor Absher reported the need for updated Jaws of Life apparatus and other emergency equipment in the Richlands area. He said that a serious car accident involving Mr. & Mrs. Bob Wade occurred recently on 19-460 in the Town Hollow Road area and the emergency equipment used was antiquated. Supervisor White requested that the Board continue to keep them in their thoughts and prayers. He said the Wade's are going through a tremendous ordeal as a result of the accident. Supervisor Anderson requested that the EMS Committee look at the Jaws of Life and other equipment needs and mentioned that the County would be promoting EMS grant funding in the upcoming year.

---

### ROADS UPDATE (ORPHAN ROAD PROGRAM)

Supervisor Anderson reiterated the need to update the existing County Orphan Road Program policy. He said that changes must be made to the Orphan Road program and the ultimate goal should be to get the orphan roads to a standard for inclusion in the VDOT's State Highway System.

Now, upon motion of Supervisor Anderson, seconded by Supervisor White and adopted by a vote of 5 to 0, with all members voting in favor and none against, the Tazewell County Board of Supervisors authorizes and directs the County Attorney to update the current orphan

road policy and further that the County Administrator advertise for a public hearing on this subject at the August 3, 2010 regular meeting.

REVENUE SHARING – FY 10-11

AUTHORIZATION TO PARTICIPATE

Upon recommendation of the Tazewell County Coal Road and Gas Committee meeting held May 24, 2010, and upon motion of Supervisor Hymes, seconded by Supervisor Anderson 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 gives its official intent to participate in the Virginia Department of Transportation “Revenue Sharing Program” for Fiscal Year 2010-11 and supports the application of funding through the State. The County will provide up to \$440,000.00 for this program, to be matched on a dollar-for-dollar basis from funds from the State for a total of \$880,000.00.

RESOLUTION

At a regularly scheduled meeting of the Tazewell County Board of Supervisors held on June 1, 2010 on a motion made, seconded and duly adopted, the following resolution was adopted by a vote of 5 to 0 with members present and voting in favor thereof and none against: WHEREAS, the Tazewell County Board of Supervisors desires to submit an application for an allocation of funds of up to \$880,000.00 through the Virginia Department of Transportation Fiscal Year 2011, Revenue Sharing Program, to be matched on a dollar-for-dollar basis, \$440,000 (local) and \$440,000 from funds of the State of Virginia; and

NOW, THEREFORE, BE IT RESOLVED THAT: The Tazewell County Board of Supervisors hereby supports this application for an allocation of \$880,000.00 through the Virginia Department of Transportation Revenue Sharing Program.

---

RECESS – 5 MINUTES

The Chairman called for a recess of five (5) minutes after which the meeting was duly reconvened.

---

UNSCHEDULED CITIZEN COMMENTS

Shelia McClanahan was present and spoke on behalf of her Mother, Linda Stacy. Mrs. Stacy owns property in the Southern district, more particularly, on Dayton Drive. Ms.

McClanahan stated that at the May 4, 2010 meeting, Mrs. Stacy, mailed a letter to the County seeking information regarding the County's Orphan Road policy, specifically Dayton Drive. She stated the County Administrator's response to the letter was inefficient as far as the information requested. No. 4 of the letter stated that permission from the Board of Supervisors was needed to release the names of citizens who signed off to have Dayton Road, 230 ft. accepted into the Orphan Road System. She wanted to know if the Board had made a decision on the request. The County Attorney, Eric Young, stated that the letters sent to the Board from his office on this subject was confidential/privileged information and she would need approval from the Board to release the information. As far as other neighbors signing off on the property, a deed from the Pennington's was copied to Mrs. Stacy. Ms. McClanahan stated that the Pennington property had nothing to do with the 230 ft. that the County graveled. She further said they did not request copies of deeds, they requested the names of people and the releases giving the County permission to pave the 230 ft. of Dayton Road and acceptance thereof into the County's Road Program. She said she was having a hard time understanding how the County can approve work on a road without consent from property owners. Supervisor Anderson suggested that the matter be addressed in the Executive/Closed Session with Supervisor White agreeing to same. Supervisor Hymes questioned the exact location of the dispute and stated that there are other property owners on Dayton Road who had different opinions about the matter.

It was a consensus of the Board to enter into executive/closed session at the conclusion of this meeting to further address this concern.

---

The Chairman then called for further citizen comments from the floor. There were none.

---

#### DOVE STREET – DRAINAGE ISSUE

Pursuant to a public hearing held April 6, 2010 by the Board of Supervisors, consideration of vacating DOVE Lane, connecting to the south side of Baptist Valley Road, west of the Town of Tazewell and running adjacent to parcels 092-01-0003, 0004 and 0004A now or formerly owned by Dennis C. McReynolds, Tina M. McReynolds, Shirley Morefield Mays and Jackie A. Cochran – was deferred to the June 29, 2010 recessed meeting. Eric Young, County Attorney, stated that Gary Earp, County Engineer had a solution to the drainage issue but was

unable to attend the meeting to give an update. Therefore, the matter was deferred to the June 29, 2010 recessed meeting.

---

**BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY (PSA)**

**ALLOW BIO-SOLIDS INTO THE TAZEWELL COUNTY LANDFILL @ \$33.00 PER TON**

Upon motion of Supervisor Hymes, seconded by Supervisor Absher 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 grant the Buchanan County Public Service Authority (PSA) permission to deposit bio-solids from the Buchanan County Wastewater Treatment Plant into the Tazewell County Landfill at a rate of \$33.00 per ton. The bio-solids will be 30% to 50% cake with no free liquid at an estimated maximum disposal of three (3) truckloads per month.

---

**BUILDING INSPECTION FEES/RATES**

The County Administrator, Jim Spencer presented a Tazewell County Building Inspections fee schedule for Tazewell County. The fees have not been changed for many years. The County Administrator stated he would continue to work with Gary Earp on the fee schedule and discuss same at the June 29, 2010 recessed meeting.

---

**ENTERPRISE ZONE –PUBLIC HEARING AUTHORIZED**

**AUGUST 3, 2010 REGULAR MEETING**

The County Administrator, Jim Spencer has made the Enterprise Zone Maps available to the Board for their review. Several areas in the Western District and in the Eastern District are being studied for amendment. There are no areas in the Northern or Southern to amend at this time. The Enterprise Zone ordinance can only be changed once per year. The County Administrator stated that an emphasis on Tourism Zones in the Northern District /ATV Trails, etc. is being promoted. Supervisor Campbell suggested that the County move forward with the Tourism Zone incentives. With regard to amendments to the Enterprise Zone Ordinance, the County Attorney stated that he needed to review the State statutes to make certain the county is following state guidelines with regard to the amendment process. The County Attorney will give an update on this matter at the June 29, 2010 recessed meeting.

---

CARLOCK PRUETT BUILDING COMPREHENSIVE AGREEMENT

Upon motion of Supervisor Anderson, seconded by Supervisor Absher and adopted by a vote of 3 to 2, with Supervisor Hymes and Campbell voting nay, the Tazewell County Board of Supervisors hereby approves the Comprehensive Agreement between the Tazewell County School Board and the Carlock Pruett Foundation, contingent upon the Tazewell County School Board being expressly included as a third party beneficiary in the construction contract between Corte Construction and the Foundation. Be it further noted, that all other legal issues have been addressed. A copy of the Comprehensive Agreement is attached hereto and incorporated herein by reference thereto.

COMPREHENSIVE AGREEMENT  
BY AND BETWEEN  
THE TAZEWELL COUNTY SCHOOL BOARD  
AND THE CARLOCK-PRUETT ATHLETIC FOUNDATION, INC.  
JUNE \_\_\_\_\_, 2010

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1. Incorporation of Recitals	7
2. Definitions	7
3. General Scope	9
4. Term	9
5. Work	10
6. Notice to Proceed	10
7. Project Schedule	10
8. Payment to Foundation	10
9. Representations and Warranties	10
10. Termination/Material Default	13

11. Cooperation; Resolution of Disputes, Claims and Other Matters	14
12. Financial Statement	16
13. Payment and Performance Bonds	16
14. Insurance	16
15. Indemnification	19
16. Inspection	20
17. Records	20
18. Conditions Precedent and Subsequent to Agreements Effectiveness	21
19. Copy of Agreement to Auditor of Public Accounts	22
20. Relationship of Parties	22
21. Drug-Free Workplace	23
22. Nondiscrimination	23
23. Miscellaneous	24

List of Exhibits:

Corte Contract	Exhibit A
Site	Exhibit B
Scope of Work	Exhibit C
Appropriation Approval	Exhibit D

COMPREHENSIVE AGREEMENT  
BY AND BETWEEN  
THE TAZEWELL COUNTY SCHOOL BOARD  
AND  
THE CARLOCK-PRUETT ATHLETIC FOUNDATION

This Comprehensive Agreement (the "Agreement") is made and entered into as of June \_\_\_\_, 2010, by and between the Tazewell County School Board, a body corporate and politic duly organized and existing under the Constitution and the laws of the Commonwealth of Virginia, (the "Board"), and the Carlock-Pruett Athletic Foundation, a Virginia non-stock corporation (the "Foundation").

Recitals

A. In enacting the Public-Private Education Facilities and Infrastructure Act of 2002, as amended (afterwards, the "PPEA"), which became effective on July 1, 2002, the Virginia General Assembly found and declared, among other things, that:

- (i) there is a public need for timely acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, operation, implementation, or installation of education facilities and other public infrastructure and government facilities within the Commonwealth of Virginia that serve a public need and purpose;
- (ii) such public need may not be wholly satisfied by existing methods of procurement in which qualifying projects are acquired, designed, constructed, improved, renovated, expanded, equipped, maintained, operated, implemented, or installed; and
- (iii) authorizing private entities to develop or operate one or more qualifying projects may result in the availability of such projects to the public in a more timely or less costly fashion, thereby serving the public safety, benefit, and welfare.

B. The PPEA grants the Board the authority to approve the development or operation by a private entity of an education facility, technology infrastructure or other public infrastructure or government facility needed by the Board as a qualifying project, or the design or equipping of a qualifying project so developed or operated, if the Board determines that the qualifying project serves the public purpose of the PPEA.

- C. The PPEA permits a private entity to initiate the approval process for a qualifying project in accordance with the provisions of the PPEA.
- D. Under the PPEA, the Board may determine that a qualifying project serves the public purpose of the PPEA if:
- (i) there is a public need for or benefit derived from the qualifying project of the type the private entity proposes as a qualifying project;
  - (ii) the estimated cost of the qualifying project is reasonable in relation to similar facilities; and
  - (iii) the private entity's plans will result in the timely development or operation of the qualifying project.
- E. The Board owns certain real property situate in the Town of Bluefield, Virginia known as Graham High School on which the Board's existing school facilities have been constructed. The Board desires that a gymnasium and fieldhouse be constructed and the property be developed accordingly.
- F. On April 10, 2007, the Board adopted and made publicly available combined guidelines sufficient to enable compliance with the PPEA.
- G. On February 8, 2010 the Board received and accepted the Foundation's unsolicited conceptual proposal for conceptual phase review, provided public notice of this decision, and solicited competing proposals from other prospective proposers for the required period of forty-five (45) days.
- H. No additional proposals were received during the forty-five (45) day period.
- I. At its regularly-scheduled meeting on March 8, 2010 the Board resolved that proceeding with procurement of the Gymnasium/Field House under the PPEA was likely to be advantageous to the public and that use of "competitive negotiation" procedures under the PPEA were likely to be more advantageous to the Board and the public based upon the probable scope, complexity or urgency of the Gymnasium/Field House, or risk sharing, added value, an increase in funding or economic benefit that would not otherwise be available.
- J. The Board determined that analysis of the specifics, advantages, disadvantages, and the long-term and short-term costs in the proposal would be performed by employees of the Board.
- K. The Board reviewed the Foundation's unsolicited conceptual proposal and found it to be worthy of further consideration.

L. The Board and the Foundation have now negotiated a comprehensive agreement consistent with the PPEA, the Guidelines, other applicable law, and the Foundation's proposal, the terms of which are set out in this Agreement.

M. The Board has determined that a gymnasium and field house be delivered by the Foundation in accordance with the terms of this Agreement serves the public purpose of the PPEA under the criteria of Virginia Code §56-575.4(C), as amended.

N. An April 12, 2010 after proper advertisement, the Board conducted a public hearing on the proposal received. No comments were made.

### AGREEMENT

In consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Board and the Foundation agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Definitions. The following definitions apply to this Agreement:
  - (a) "Contract Documents" means this Agreement (together with all of its exhibits) and any written modifications and amendments hereto, the Design-Build Contract (together with all documents referenced in Article 1 thereof) and any written modifications, amendments and change orders thereto, and the General Conditions. "Contract Document" means any one of these documents. In the event of any discrepancies between or among any of the Contract Documents, the language in this Agreement (and any modifications and amendments hereto) shall take priority. The priority of the other Contract Documents shall be as set forth in the Design-Build Contract.
  - (b) "Contract Sum" means the amount of compensation that the Board will be obligated to pay to the Foundation pursuant to Section 8 of this Agreement.
  - (c) "Design-Build Contract" means AIA Document A141-2004, entitled "Form of Agreement Between Owner and Design-Builder", as modified, by and between the Foundation (referenced to therein as "Owner") and Corte Construction Company, Inc. (referenced to therein as "Design-Builder", and afterwards here as "Corte"), attached and incorporated as Exhibit A.

- (d) "General Conditions" means A.I.A. Document A141-2004 Exhibit A , entitled "Terms and Conditions", as modified, attached to Exhibit A and incorporated herein.
- (e) "Gymnasium/Field House" means the new gymnasium and field house to be designed and constructed at the Site for the benefit of the Board pursuant to the terms of this Agreement.
- (f) "Project" means the design and construction of the Gymnasium/Field House. "Project" includes both the entirety of the Project or a part thereof.
- (g) "Project Schedule" means the schedule for the Project as approved by the parties.
- (h) "Proposal" means the PPEA proposal for the Gymnasium/Field House presented by the Foundation to the Board on February 8, 2010.
- (i) "Site" means the real property on which the Project is to be located, all portions of which are owned by the Board as of the date of this Agreement. The Site is more particularly described on Exhibit B, attached hereto and incorporated herein.
- (j) "Work" means all of the architectural, engineering, construction and other duties, services, and materials to be furnished and provided by the Foundation and its Design-Builder as required by the Contract Documents. "Work" may include the entirety of the Work or a portion thereof.
- (k) "Work Product" means all the data, information, documentation and other work product produced, prepared, obtained or deliverable by or on behalf of the Foundation and in any way related to the Project.

3. General Scope. Under this Agreement, the Board and the Foundation agree that the Gymnasium/Field House shall be designed and constructed by the Foundation for the benefit of the Board in accordance with the Contract Documents. Corte shall be paid by the Foundation for the design and construction of the Gymnasium/Field House in accordance with the Contract Documents.

4. Term. The term of this Agreement shall begin on the date of this Agreement and shall continue until its termination pursuant to Section 10 below, any other provision of this Agreement or any other Contract Document, or by law, or until all obligations under this Agreement have been properly and fully performed.

5. Work. The Foundation shall furnish all necessary personnel, material, equipment and services to fully and properly perform the Work in accordance with the Contract Documents, or as otherwise specified.

6. Notice to Proceed. The Board's delivery to the Foundation of this executed Agreement shall constitute notice to proceed with the Work in accordance with the Project Schedule.
7. Project Schedule. The Project Schedule shall be as set forth in the Design-Build Contract. The Project Schedule may be modified under the circumstances set forth in the Design-Build Contract and the General Conditions. The Board and Foundation shall use reasonable efforts to maintain the Project Schedule and each of them shall (a) execute and deliver in a timely fashion all instruments and documents as contemplated by the terms of this Agreement and the other Contract Documents, and (b) perform obligations in accordance therewith. To help keep the Project on schedule, the Board shall give prompt attention to permits, reviews and approvals required for the Gymnasium/Field House.
8. Payment to Foundation . The Board shall pay \$250,000.00 to the Foundation upon delivery of this executed Agreement. This payment constitutes the sole financial obligation of the Board with respect to this Agreement.
9. Representations and Warranties.
  - (a) Board Representations and Warranties. The Board hereby represents and warrants to the Foundation as follows:
    - (i) The Board is the Responsible Public Entity, as that term is used in the PPEA and the Guidelines, for the Project. As such, the Board has full power, right and authority to execute, deliver and perform its obligations under, in accordance with and subject to the terms and conditions of this Agreement and the other Contract Documents.
    - (ii) The Board has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under this Agreement and the other Contract Documents.
    - (iii) Each person executing this Agreement or any other Contract Document, or any other agreement, instrument or document on behalf of the Board to which the Board is a party, has been or at such time of execution will be duly authorized to execute each such document on behalf of the Board.
    - (iv) Neither the execution or delivery by the Board of this Agreement, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under or violation of any other agreements or instruments to which it is a party or by which it is bound.

(v) There is no action, suit, proceeding, investigation or litigation pending and served on the Board which challenges the Board's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of the Board official executing this Agreement, and the Board has disclosed to the Foundation any pending and unserved or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which the Board is aware.

(vi) The zoning for the Site is consistent with the requirements of the Project and is otherwise suitable and appropriate for the Project.

(b) Foundation Representations and Warranties. The Foundation hereby represents and warrants to the Board as follows:

(i) The Foundation is a duly organized non-stock corporation created under the laws of the Commonwealth of Virginia. It has and will maintain throughout the term of this Agreement the requisite power and all required licenses (or it or its subcontractors will have all required licenses prior to the time activities which require licenses are undertaken) to carry on its present and proposed activities, and has full power, right and authority to execute, deliver and perform its obligations under, in accordance with and subject to the terms and conditions of this Agreement and the other Contract Documents.

(ii) The Foundation has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement and the other Contract Documents.

(iii) Each person executing this Agreement or any other Contract Document on behalf of the Foundation has been or at such time of execution will be duly authorized to execute each such document on behalf of the Foundation.

(iv) Neither the execution and delivery by the Foundation of this Agreement and the other Contract Documents executed by the Foundation concurrently herewith, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under or violation of any other agreements or instruments to which it is a party or by which it is bound.

(v) There is no action, suit, proceeding, investigation, indictment or litigation pending and served on the Foundation which challenges the Foundation's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement and the other Contract Documents to

which the Foundation is a party, or which challenges the authority of the Foundation official executing this Agreement or the other Contract Documents to which the Foundation is a party, and the Foundation has disclosed to the City any pending and unserved or threatened action, suit, proceeding, investigation, indictment or litigation with respect to such matters of which the Foundation is aware.

(vi) That the Foundation has read the Agreement and has had the opportunity to seek the advice of independent counsel prior to execution.

10. Termination/Material Default.

(a) If a party to this Agreement defaults or fails or neglects to carry out a material obligation under this Agreement (for purposes of this Section 10, the "Defaulting Party") and if the other party (for purposes of this Section 10, the "Non-Defaulting Party") is not in material breach of this Agreement at the time, the Non-Defaulting Party may give written notice that it intends to terminate this Agreement, which notice shall contain a reasonably detailed explanation of the reasons for the proposed termination. The Defaulting Party shall correct the default, failure or neglect within thirty (30) days after being given such notice; provided, however, if (i) the nature of such default, failure or neglect is such that it is not reasonably capable of being corrected within such thirty (30) day period and (ii) the Defaulting Party notifies the Non-Defaulting Party of a reasonable alternative period reasonably acceptable to the Non-Defaulting Party within fifteen (15) days of receipt of such notice, the Defaulting Party shall be allowed such reasonable alternative period to correct the default, failure or neglect so long as the Defaulting Party promptly commences and diligently pursues such corrections to completion. If the Defaulting Party fails to make such corrections within the thirty (30) day period or fails to commence and diligently pursue to completion such corrections within the alternative period, then the Non-Defaulting Party may, at its sole discretion and without prejudice to any other remedy, terminate this Agreement. The terms of this Section 10 shall not apply to a failure on the part of the Foundation to perform the obligations set forth in the General Conditions, or to a failure on the part of the Foundation to make timely payments to its subcontractors, all of which shall be governed by the General Conditions.

(b) In the event of material default, the Board shall be entitled to exercise the remedies specified in Virginia Code Section 56-575.11.

(c) If not sooner terminated pursuant to the terms of Subsection (a) above, or by mutual agreement, this Agreement shall terminate when all terms and conditions of all the Contract Documents (exclusive of warranty and indemnity obligations, and any other provisions which by their express terms are to survive termination) have been satisfied, all of the Foundation's construction obligations under this Agreement have been fulfilled, and a Certificate of Occupancy is issued by the appropriate authorities.

11. Cooperation: Resolution of Disputes, Claims and Other Matters.

(a) The parties agree to cooperate to achieve the objectives of this Agreement, and to use reasonable and good-faith efforts to resolve all disputes and disagreements that may arise hereunder. Each party agrees to designate representatives with the authority to make decisions binding upon such party (subject in the case of the Board to those matters requiring a vote of the Board) so as to not unduly delay the Project Schedule.

(b) All disputes, claims and other matters in question between the parties arising out of or in relation to the Contract shall be resolved in accordance with the terms thereof.

(c) All other disputes, claims and other matters in question between the parties shall be resolved as follows:

(i) A party shall give to the other party written notice of any claim for any additional compensation, damages or delay, or of any other claim, dispute or other matter in question, within fifteen (15) days of the occurrence of the event leading to the dispute, claim or question, and shall submit any supporting data within thirty (30) days after the occurrence giving rise to the dispute, claim or question ends.

(ii) The parties shall first endeavor to resolve any disputes, claims or other matters in question between them through direct negotiations, and if such direct negotiations fail, by non-binding mediation conducted pursuant to the Construction Industry Mediation Procedure of the American Arbitration Association, with the site of the mediation being in the Town of Tazewell, Virginia, or such other site as may be agreed upon by the parties. Should the dispute, claim or other matter in question remain unresolved for the shorter of (A) ninety (90) days following negotiation and mediation, or (B) ninety (90) days after mediation is invoked by a party, either party may proceed in accordance with Paragraph (iii) below.

(iii) If the procedures of Paragraph (ii) above have been followed, and the dispute, claim or matter in question remains unresolved, then either party may institute a lawsuit or chancery

action, as appropriate, in the Tazewell County, Virginia Circuit Court, or if the subject or amount in controversy is within its jurisdiction, the Tazewell County, Virginia General District Court.

(iv) Nothing in Paragraphs (ii) or (iii) above shall prevent a party from seeking temporary injunctive or other temporary equitable relief in the Tazewell County Circuit Court, if circumstances so warrant.

12. Financial Statement. On a monthly basis, the Foundation shall file a statement reflecting its general financial condition in a manner acceptable to the Board.

13. Payment and Performance Bonds. The Foundation shall provide evidence of performance and payment bonds in forms and amounts satisfactory to the Board.

14. Insurance. The Foundation shall provide evidence of insurance coverage in forms and amounts satisfactory to the Board to include the following:

(i) Design-Builder's liability insurance covering: claims under Worker's Compensation, disability benefits, or any similar employee benefit acts which apply to the Work performed; claims by Design-Builder's employees or others arising from bodily injury, occupational sickness or disease, or death; claims for damages insured by usual personal injury liability coverage; claims for injury to, destruction of, or loss of use of tangible property other than the Work; claims for bodily injury or death or property damage arising from ownership, maintenance or use of a motor vehicle, or arising out of completed operations. The amounts of general liability insurance shall be not less than \$3,000,000 per occurrence and \$6,000,000 aggregate combined limit. The amounts of automobile insurance shall be not less than \$1,000,000 combined limit for bodily injury and property damage per occurrence.

(ii) Umbrella or Excess Liability insurance for a minimum single limit of \$5,000,000 supplementing the Commercial General Liability policy and Business Automobile Liability policy. The minimum liability limits required above for Commercial General Liability and Business Automobile Liability may be satisfied under an Umbrella or Excess Liability policy.

(iii) Foundation property "all-risk" builder's risk insurance (or fire, extended coverage, vandalism and malicious mischief insurance, if approved by the Board) upon the entire structure or structures on which the Construction Work of this Agreement is to be done and upon all material in or adjacent thereto which is intended for use thereon, to 100% of the insurable value thereof. Such insurance may include a deductible provision if the Board so approves in writing, in which case the Foundation will be liable for such deductions, whenever a claim arises. The

loss, if any, is to be made adjustable with and payable to the Board, in accordance with its interests. The value of the builder's risk insurance shall exclude the costs of demolitions, excavations, backfills, foundations, underground utilities and site work. The Foundation agrees to endorse the policy with a manuscript endorsement to amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the Board's interest in the building ceases, or the building is accepted and insured by the Board. Cessation of the Builder's Risk coverage shall be affirmatively coordinated with the Board.

(iii) Architect's professional liability insurance, on a claims-made basis, in an amount not less than \$2,000,000 per claim and aggregate. Such policies shall be on a claims-made basis kept in force for no less than five years after the final completion of the Work. The Architect shall also agree in writing to indemnify and hold harmless the Board from claims, losses or damages, to the extent caused by (i) the negligent errors or omissions in work performed by the Architect or (ii) claims of patent infringement, copyright infringement, or similar claims arising from such Architect's services.

The Board, the Tazewell County Board of Supervisors, and their officers, employees and agents, shall be named as an additional insured with respect to all insurance policies.

15. Indemnification.

(a) The Foundation shall to the extent not covered by applicable insurance indemnify and hold the Board harmless, to the fullest extent permitted by law, from any and all third party claims, demands, suits, penalties, proceedings, administrative or judicial orders, causes of action, losses, liabilities, damages or expenses, including reasonable attorney's fees and disbursements, arising out of (i) bodily injury, sickness or death and property damage or destruction (other than to the Project itself) in connection with the performance of Foundation's duties under this Agreement, but only to the extent of the Foundation's negligence, (ii) any failure by Foundation in its performance of the Project to comply with any Codes and Standards; provided, however, that such obligation by Foundation to indemnify and hold the Board harmless shall not apply to any loss, liability, damage or expense, including attorneys' fees, to the extent caused by the Board or its employees, agents, consultants or contractors.

(b) The Foundation's obligations to indemnify the Board and hold it harmless do not supersede any obligations by the Foundation or anyone else under the Contract or elsewhere in this

Agreement to indemnify the Board and hold it harmless; these indemnification obligations are intended to be cumulative.

(c) Corte by separate agreement shall to the extent not covered by applicable insurance indemnify and hold the Board harmless, to the fullest extent permitted by law, from any and all third party claims, demands, suits, penalties, proceedings, administrative or judicial orders, causes of action, losses, liabilities, damages or expenses, including reasonable attorney's fees and disbursements, arising out of (i) bodily injury, sickness or death and property damage or destruction (other than to the Project itself) in connection with the performance of Corte's duties under this Agreement, but only to the extent of the Corte's negligence, (ii) any failure by Corte in its performance of the Project to comply with any Codes and Standards; provided, however, that such obligation by Corte to indemnify and hold the Board harmless shall not apply to any loss, liability, damage or expense, including attorneys' fees, to the extent caused by the Board or its employees, agents, consultants or contractors.

(d) Corte's obligations to indemnify the Board and hold it harmless do not supersede any obligations by Corte or anyone else under the Contract or elsewhere in this Agreement to indemnify the Board and hold it harmless; these indemnification obligations are intended to be cumulative.

16. Inspection. The Board retains the right to inspect the Work at reasonable times during normal working hours to ensure that Foundation's activities are acceptable to the Board as being in accordance with this Agreement.

17. Records.

(a) Protected Records. If the Foundation believes that any Work Product or any other document or item subject to transmittal to or review by the Board under the terms of this Agreement or any other Contract Document contains trade secrets or other information exempt or protected from disclosure pursuant to applicable law, the Foundation shall use its reasonable efforts to identify such information prior to such transmittal or review, and the Board shall confer an appropriate means of ensuring compliance with applicable laws prior to transmittal or review.

(b) Requests for Public Disclosure. The Board recognizes that certain Work Product and other documents or materials of which the Board obtains a copy, may contain trade secrets or other information exempt from disclosure under applicable law, or may include information that is

otherwise subject to protection from misappropriation or disclosure. Should any such items become the subject of a request for public disclosure, the Board shall respond as follows:

(i) The Board shall use reasonable efforts to immediately notify the Foundation of such request and the date by which it anticipates responding.

(ii) The Foundation must then assert in writing, to the Board any claim that such items are protected from disclosure.

(iii) If the Foundation fails to make such assertion within three (3) business days after the Board notifies the Foundation of its intended response, the Board shall have the right to make such disclosure.

(iv) If the Foundation makes a timely assertion that the requested items contain trade secrets or other information exempt from disclosure or otherwise protected under applicable law, the Board and the Foundation shall seek

judicial declaration of the rights of the parties. Until such declaration is made, the Board will maintain the confidentiality of such items.

(v) If the Board's denial of a request for disclosure of items is challenged in court, the Foundation shall assist the Board in its defense, and shall indemnify the Board for direct damages assessed and reasonable costs the Board incurs in such defense, excluding any resulting from the Board's negligence.

18. Conditions Precedent and Subsequent to Agreement's Effectiveness.

(a) Governing Body Approval. It shall be a condition precedent to this Agreement's effectiveness that entry into this Agreement between the Board and the Foundation for the Project pursuant to the terms hereof has first been approved by the Tazewell County Board of Supervisors; that this Agreement has been properly executed by the Board; and that the approved, executed Agreement has been delivered to the Foundation no later than June \_\_\_\_\_, 2010; and

(b) Entry into Design-Build Contract. It shall be a condition to this Agreement's effectiveness that the Foundation and Corte shall enter into a Design-Build Contract for the Gymnasium/Field House in form and substance satisfactory to the Board and the Foundation, consistent with the provisions of this Agreement. The contract between the Foundation and Corte shall provide that the Board is a third party beneficiary of such contract, and the Foundation may assign the rights thereunder to the Board without the consent of Corte.

19. Copy of Agreement to Auditor of Public Accounts. The Board shall submit a copy of this Agreement to the Auditor of Public Accounts of the Commonwealth of Virginia within 30 days of its effective date.

20. Relationship of Parties.

(a) The relationship of the Foundation to the Board shall be one of an independent contractor, not an agent, partner, joint venturer or employee. Consistent with the Foundation's status as an independent contractor, the Board shall have no rights to direct or control the day-to-day business activities of the Foundation in its execution of the Work under this Agreement. No agent, employee, subcontractor or representative of the Foundation shall be deemed to be an agent, employee, subcontractor or representative of the Board for any purpose, and the agents, employees, subcontractors and representatives of the Foundation are not entitled to any of the benefits the Board provides for its employees.

(b) The Foundation will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors and representatives during the performance of this Agreement.

(c) The Board shall have the right, in its reasonable discretion and for good cause shown, to require the Foundation to remove any agent, employee, subcontractor or representative from employment on the Project; provided, however, that before exercising such right, the Board shall first meet with the Foundation to explain its concerns and allow the Foundation a reasonable opportunity to resolve such concerns.

(d) The Board shall have and be entitled to exercise all rights of approval, inspection and review as specified in the Contract Documents or as otherwise provided by applicable law.

21. Drug-Free Workplace. During the performance of this Agreement the Foundation will ensure its agents, employees, subcontractors or representatives:

(a) Will provide a drug-free workplace for the employees.

(b) Will post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(c) Will state in all solicitations or advertisements for employees placed by or on behalf of the Public Entity that the Public Entity maintains a drug- free workplace.

(d) Will include the provisions of the foregoing Subsections (a), (b) and (c) in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

22. Nondiscrimination. During the performance of this Agreement the Foundation will ensure its agents, employees, subcontractors and representatives:

(a) Will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Public Entity. The Foundation agrees to require its subcontractors to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) All solicitations or advertisements for employees will state that the advertiser is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 19.

(d) The Foundation will ensure its agents, employees, subcontractors, and representatives will include the provisions of the foregoing Subsections (a), (b) and (c) in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

23. Miscellaneous.

(a) Successors and Assigns. Except as expressly otherwise provided, all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement, and the rights and responsibilities of the parties hereunder, may not be assigned or delegated without the prior written consent of the parties to this Agreement.

(b) Notices. All notices and demands by either party to the other shall be given in writing and sent by a nationally recognized overnight courier or by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

To the Board:

Tazewell County School Board

Attn: Dr. Brenda Lawson

209 West Fincastle

P.O. Box 927

Tazewell, Virginia 24651

Telephone: (276) 988-5511

Facsimile: (276) 988-6765

C. Eric Young, Esq.

To the Foundation:

Carlock-Pruett Athletic Foundation, Inc.

Attn: Michael S. Patton

210 Valleydale Street

Bluefield, Virginia 24605

With Copies To:

Altizer, Walk and White PLLC

Attn: B. Alan McGraw

209 East Main Street

Tazewell, Virginia 24651

Telephone: (276) 988-7979

Facsimile: (276) 988-6707

Tazewell County Attorney

108 East Main Street

Tazewell, Virginia 24651

Telephone: (276) 988-1213

Facsimile: (276) 988-4246

(c) Binding Effect. Subject to the limitations of Subsection (a) above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns, and wherever a reference in this Agreement is made to any of the parties hereto, such reference also shall be deemed to include, wherever applicable, a reference to the legal representatives, successors and permitted assigns of such party, as if in every case so expressed.

(d) Debarment. The Board has adopted a debarment policy (the "Debarment Policy") for contractors pursuant to the provisions of the Virginia Public Procurement Act (Va. Code § 2.2-4300 *et seq.*). By executing this Agreement the Foundation affirms that it is not in violation of the terms of the Debarment Policy and acknowledges that if at any time during the term of this Agreement the Foundation is in violation of the Debarment Policy, the Board shall have the unreviewable right to treat the Foundation as a Defaulting Party and commence termination of this Agreement in accordance with Section 10 above.

(e) Treatment of Assets and Warranties. The Board shall remain the sole owner of all property furnished by the Board, and the Board shall become the sole owner of the Gymnasium/Field House upon completion of the Work. The Board shall also become the owner of the Work

Product and other documents, if any, prepared by the Architect as provided in the Design-Build Contract. Upon completion of the Work, the Foundation shall transfer all warranties not creating impermissible obligations of the Board related to the Gymnasium/Field House, and will use its best efforts in assisting such warranty claims.

(f) No Third-Party Beneficiaries of the Board. Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Board toward any person or entity not a party to this Agreement. The Board and the Foundation acknowledge that the Board and the Town of Bluefield (the "Town") have entered into an agreement giving the Town the right to use the gymnasium portion of the Project, and that the Town derives no third party rights to use the gymnasium from the instant Agreement.

(g) Waiver. No waiver by any party of any right or remedy under this Agreement or the other Contract Documents shall be deemed to be a waiver of any other or subsequent right or remedy under this Agreement or the other Contract Documents. The consent by one party to any act by the other party requiring such consent shall not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged.

(h) Severability. If any term or provision of this Agreement shall be determined to be invalid or unenforceable in any respect, it shall be replaced with a substantially similar provision to the greatest extent possible, and the Agreement shall remain in full force and effect.

(i) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which such counterparts together shall be deemed to be one and the same instrument.

(j) Entire Agreement. This Agreement, together with all of its exhibits and any written modifications and amendments hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between the Foundation and the Board concerning the Project, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced to writing and signed by each party.

(k) Headings. The section and paragraph headings appearing in this Agreement are for convenience of reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.

(l) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have executed this Comprehensive Agreement as of the day and year first above written.

Supervisor Hymes said he was not against Graham in any way, but he did not agree with spending money on a gymnasium and not on teachers. He also voiced concern that the School System would have to provide maintenance on the facility when there is no money available for county teachers.

Supervisor Campbell agreed and said he thought it was wrong to make cuts in the classroom and not in the Central Office. He said the \$250,000 earmarked for the new gym should go toward providing teachers with step increases.

Chairman White said he felt that Graham High School deserves a field house and as far as the new gymnasium, it would be a good asset to Town of Bluefield and to the youth in the area. He reiterated said the new Richlands High School field house has helped eliminate health issues such as staph infections. He also said that during the joint School Board and County budget committee, school officials did acknowledge restoring teacher contracts if funding becomes available and elaborated that services could only be reinstated if Congress passes a teacher bailout stimulus bill.

---

#### READING BEE – COUNTY WINNERS

The County Administrator, Jim Spencer, announced that two elementary schools in the County had eight overall winners in the 10<sup>th</sup> Annual Tom Colley Reading Bee held May 28, 2010 at Bluefield College. Four (4) Springville Elementary School fifth graders and four (4) Cedar Bluff fourth graders excelled in the reading contest.

Now, upon motion of Supervisor Anderson, seconded by Supervisor Absher 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 and directs that congratulation letters be sent to the students in recognition of their accomplishments.

EXECUTIVE/CLOSED SESSION

Upon motion of Supervisor Anderson, seconded by Supervisor Absher and adopted by a vote of 5 to 0, with all members voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby enters into an Executive/Closed Session, pursuant to Virginia Code Section 2.2-3711 of the Code of Virginia to discuss A-7 legal matters, involving Dayton Road.

RETURN/CERTIFICATION/REPORT OF ACTION

Upon motion of Supervisor Anderson, seconded by Supervisor Campbell 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 returns from the Executive/Closed Meeting and hereby adopts the following resolution, read by Supervisor Anderson:

CERTIFICATION  
OF EXECUTIVE/CLOSED MEETING

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, 2.2-3712 of the Code of Virginia requires a certification by the Tazewell County 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.

Ayes: Supervisors Absher, Campbell, Hymes, White and Anderson

Nays: None

Absent: None

Absent during vote: None

**Report of Action:**

There was no action to report, however, the County Attorney, Eric Young presented an update to Mrs. McClanahan with regard to Dayton Road and her FOIA request. He said that the Board of Supervisors already provided her with all the public records pursuant to her FOIA request. He further stated that during the June 29 recessed meeting, members of the Dayton Road community would be invited to attend and voice their views regarding the Dayton Road circumstances. This will give each resident of Dayton Road an opportunity to voice his or her concerns about the road. He further said he thought everything had been worked out with their attorney, Mr. Hansen.

---

**BOARD CONCERNS**

Supervisor Anderson mentioned the following matters:

- The need for a recycling committee in the County in collaboration with the towns, schools and other agencies involved in recycling efforts. He suggested that Keith Janovec, Bluefield VA be considered as a member of the Recycling Committee as well as Doyle Rasnick and Mike Watson who diligently work to promote recycling. Consideration of appointments to a recycling committee will be placed on the June 29, 2010 recessed meeting agenda.
- Suggested that the Tazewell County Recreation Board continue to follow up with Daniel Frost with regard to the ATV trails.
- A report from the Personnel Committee be placed on the June 29, 2010 agenda
- Requested that the Facilities Committee make a report on the Courthouse Space concerns at the June 29, 2010 recessed meeting
- Proceed with sending the part-time student request to Dr. Lawson/School Board
- Reported that county officials continue to discuss leachate issues with neighboring WV officials
- Mt. Vista Court Road issues – letter being prepared by the County Attorney and County Engineer

EASTERN DISTRICT FUNDS- \$3,600.00 FOR LAWN MOWER

GRAHAM HIGH SCHOOL ATHLETIC DEPARTMENT

Upon motion of Supervisor Anderson, seconded by Hymes and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves the amount of \$3,600.00 from the Eastern District Funds payable to the Graham High School Athletic Department, 201 Valley Dale Street, Bluefield, Virginia 24605, to assist in the purchase of a lawn mower. The County Administrator is hereby authorized and directed to issue said warrant in accordance with this action and which said warrant will be converted to negotiable check by the Treasurer of Tazewell County, Virginia.

---

#### ABSHER ROAD

<sup>1</sup>Supervisor Absher requested that the Board consider abandoning Absher Road located in the Western District. Now, upon motion of Supervisor Absher, seconded by Supervisor Anderson 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 and directs the County Administrator to advertise for a public hearing to consider the abandonment of Absher Road. The public hearing will be scheduled for the August 3, 2010 regular meeting.

---

#### TOWN OF POCAHONTAS - \$500.00 FOR FIREWORKS FROM NORTHERN DISTRICT FUND

Upon motion of Supervisor Campbell, seconded by Supervisor Absher and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves the amount of \$500.00 from the Northern District Funds, payable to the Town of Pocahontas, Virginia PO Box 128, Pocahontas, Virginia 24635 to assist in the 4<sup>th</sup> of July celebration/ fireworks display. The County Administrator is hereby authorized and directed to issue said warrants in accordance with this action and which said warrant will be converted to negotiable check by the Treasurer of Tazewell County, Virginia.

RE: ORDINANCE TO BE CONSIDERED /FEES TO BE IMPLEMENTED AND  
DISBURSED TO LOCAL EMERGENCY RESPONSE DEPARTMENTS

Upon motion of Supervisor Campbell, seconded by Supervisor Absher 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 and directs the County Attorney, Eric Young to draft an ordinance with regard to Section 15.2-1716 of the Code of Virginia - Reimbursement of expenses incurred in responding to DUI and related incidents, and that a public hearing be scheduled for the August 3, 2010 regular meeting relative to same.

---

\$500.00 NORTHERN DISTRICT FUND FOR  
ABBS VALLEY POCAHONTAS LITTLE LEAGUE

Upon motion of Supervisor Campbell, seconded by Supervisor Absher and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves the amount of \$500.00 from the Northern District Fund payable to the Tazewell Little League and earmarked for the Abbs Valley -Pocahontas, Virginia Little League Program, subject to legal review. The County Administrator is hereby authorized and directed to issue said warrant in accordance with this action and which said warrant will be converted to negotiable check by the Treasurer of Tazewell County, Virginia.

---

NORTHERN DISTRICT 25% COAL& GAS SEVERANCE FUNDS/  
AND IDA CAPITAL FUNDS OR OTHER FUNDING TO ASSIST HORSEPEN, VIRGINIA  
WATER PROJECT

Upon motion of Supervisor Campbell, seconded by Supervisor Absher, 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 25 % or the maximum percentage allowed, of the Northern District Coal & Gas Severance Funds to be used towards the Horsepen, Virginia Water Project, and further that the County Administrator take the necessary action as may be appropriate to solicit funding from the IDA Capital Funds or other funding sources to assist in the completion of the Horsepen, Virginia water project. An update to the Board of Supervisors will follow with regard to this request.

---

**\$750.00 FROM SOUTHERN DISTRICT FUNDS PAYABLE TO TANNERSVILLE FIRE DEPARTMENT FOR JULY 4<sup>TH</sup> FIRE WORKS**

Upon motion of Supervisor Hymes, seconded by Supervisor Campbell and adopted by a vote of 5 to 0, with all members present and voting in favor thereof and no one against the same, the Tazewell County Board of Supervisors hereby approves the amount of \$750.00 from the Southern District Funds, payable to the Tannersville Fire Department – July 4<sup>th</sup> Fireworks. The County Administrator is hereby authorized and directed to issue said warrants in accordance with this action and which said warrant will be converted to negotiable checks by the Treasurer of Tazewell County, Virginia.

---

**GARBAGE BAG DISPOSAL LIMIT AT COUNTY TRANSFER STATIONS**

Supervisor Hymes stated that while at the County Landfill he was approached by a citizen from Raven who questioned the County's garbage bag disposal limit at the Raven/Convenience area sub-station. He said the citizen was denied placing more than six (6) bags of garbage in the transfer station. Supervisor Hymes requested that the County Administrator determine the bag disposal limit, if applicable, and report same to the Board of Supervisors.

---

**IDA COMMUNICATION CONCERNS**

Supervisor White requested that the Tazewell County Industrial Development Authority (IDA) open up communication lines with the Board of Supervisors in order to keep the Board apprised of the on-going business of the IDA. Supervisor White recently learned that the IDA approved a \$200,000.00 Change Order with regard to the Bluestone Bridge project following his initial request that the IDA notify the Board of Supervisors concerning any project change orders and other pertinent business matters.

Now, upon motion of Supervisor Campbell, seconded by Supervisor Absher and adopted by a vote of 5 to 0, with all members present voting in favor thereof and no on against the same, the Tazewell County Board of Supervisors hereby requests that the Chairman of the IDA or other

IDA representative attend quarterly meetings of the Board of Supervisors and make a report to the Board of Supervisors concerning IDA issues, change orders, etc. Supervisor White requested that each members of the Board of Supervisors make contact with their IDA representatives with regard to this request.

---

**JULY 6, 2010 REGULAR MEETING POSTPONED**

Upon motion of Supervisor Anderson, seconded by Supervisor Hymes 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 postpones the July 6, 2010 regular meeting of the Board of Supervisors and combines the July regular meeting with the June 29, 2010 recessed meeting.

---

**VERIZON TELEPHONE SERVICE**

**RESOLUTION ADOPTED**

Upon motion of Supervisor White seconded by Supervisor Absher 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 adopts a resolution requesting that Verizon release the County's residents from Contracts assigned to Verizon from Alltel and permit those residents to either renegotiate their agreement with Verizon or to enter into agreements with other service providers.

A copy of the resolution in a form as hereby adopted is on file in the office of the County Administrator, 108 East Main Street, Tazewell, Virginia.

---

**RECESS**

Now, there being no further business to be transacted and upon motion of Supervisor Anderson seconded by Supervisor Absher 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 recesses this meeting to June 29, 2010 at 6:00 p.m. to consider the adoption of the Tazewell County Budget for FY10-11 and to transact any other business as may properly come before the Board of Supervisors.

---

Seth R. White, Chairman

By: rg

---

<sup>i</sup> Supervisor Absher cancelled his request for a public hearing to abandon Absher Road