



CUMBERLAND COUNTY BOARD OF SUPERVISORS

Regular Monthly Meeting Cumberland County Circuit Courtroom A Cumberland, VA

November 01, 2016
Regular Meeting – 7:00 p.m.

1. **Call to Order**
2. **Welcome and Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Agenda** **Motion**
5. **State and Local Departments/Agencies/Community Service Providers**
 - a. Dr. Amy Griffin, Superintendent of Cumberland County Public Schools **Information**
 - b. VDOT **Information**
 - c. Ms. Robin Sapp, Cumberland Public Library **Information**
 - d. Ms. Mary Hickman, Commonwealth Regional Council (pg. 1-4) **Information**
6. **Public Comments (Part one)**
7. **Public Hearings**
 - a. Cumberland Community Center Lease Agreement (pg. 5-22) **Motion**
8. **County Attorney/County Administrator Report**
 - a. Consent agenda **Motion**
 - i. Approval of bills
 - ii. Approval of Minutes (October 11, 2016) (pg. 23-37)
 - b. Piedmont Regional Jail Board Authority (pg. 38-72) **Motion**
 - c. 2016 Holiday Calendar (pg. 73) **Motion**
9. **Assistant County Administrator/Finance Report**
 - a. Monthly Budget Report (pg. 74-82) **Information**
 - b. Supplemental Appropriation - \$85,733.00 (pg. 83-84) **Motion**
 - c. Request for Appropriation - \$1,291.84 (pg. 85-87) **Motion**
 - d. Request for Appropriation - \$26,625.00 (pg. 88-90) **Motion**
10. **Planning Director's Report**
 - a. Planning Project updates (pg. 91-92) **Information**
 - b. Set public hearing for CUP 16-10 Mo Duncan (pg. 93) **Motion**

11. **Old Business**
12. **New Business**
13. **Public Comments (Part two)**
14. **Board Members Comments**
15. **Adjourn into Closed Meeting (pg. 94-95)** **Motion**

Pursuant to VA. Code § 2.2-3711.A.7: Consultation with Legal Counsel;
Subject: Host Community Agreement
Pursuant to VA. Code § 2.2-3711.A.1: Personnel;
Subject: Update on Step Increases

16. **Reconvene in Open Meeting** **Motion**

Roll call vote pursuant to Virginia Code § 2.2-3712 certifying “that to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body.”

17. **Additional Information – (pg. 96-114)**
 - a. Treasurer’s Report
 - b. DMV Report – N/A
 - c. Monthly Building Inspections Report – N/A
 - d. Approved Planning Commission meeting minutes – September 26, 2016 and October 3, 2016
 - e. Approved IDA minutes-May 24, 2016, and July 26, 2016
18. **Adjourn – Regular Meeting – December 13, 2016**



IN PARTNERSHIP WITH
The Counties of Amelia | Buckingham | Charlotte | Lunenburg | Prince Edward

October 18, 2016

The Honorable Lloyd Banks, Jr.
Chairman
Cumberland County Board of Supervisors
P.O. Box 110
Cumberland, Virginia 23040

Dear Chairman Banks,

For the past several months, the Commonwealth Regional Council (CRC) has been discussing the current situation of its members (Amelia, Buckingham, Charlotte, Lunenburg and Prince Edward) not qualifying for financial assistance from the U.S. Department of Commerce, Economic Development Administration (EDA) under its public works, economic adjustment, and planning programs. As the only federal government agency focused exclusively on economic development, EDA plays a critical role in fostering regional economic development efforts in communities across the nation. Through grant opportunities that foster job creation and attract private investment, EDA supports development in economically distressed areas of the United States such as those localities in the CRC region.

Under current regulations, EDA directs its financial investments only towards projects that are based on strategies resulting from a participatory planning process established to develop and maintain an EDA-approved Comprehensive Economic Development Strategy (CEDS). As an eligible applicant (regional planning organization) under the EDA Economic Development Support for Planning Organizations Program, the CRC is currently moving towards submitting a regional application to EDA for financial assistance to undertake the CEDS process for its current members. While it is not mandatory by the EDA program that all localities within the CRC region be a participant, the CRC does not want a non-member locality within the region to lose an opportunity to participate in the project and ensure its eligibility for future EDA assistance for its economic development initiatives.

Currently, none of the localities within Planning District 14 are eligible for EDA assistance under these programs due to them not being a participant in an EDA-approved CEDS process. This includes Cumberland County. Prior to 2004, several localities within the region benefited from EDA programs as the respective locality was covered by an EDA-approved CEDS under the prior Planning District Commission. These EDA-assisted projects, which were identified as priorities by the localities during the CEDS process, included the following:

CIRCA 1980 – Blackstone Industrial Park
\$210,000 EDA Public Works and Development Facilities Grant

1987 – Prince Edward County Industrial Park
\$777,000 EDA Public Works and Development Facilities Grant

1987 – Economic Adjustment Strategy (multi-Planning districts)
(due to plant closures of Craddock Terry Shoe in Dillwyn, Victoria, Lawrenceville,
Blackstone, Chase City, Farmville, Gretna and Halifax)
\$63,750 EDA Economic Adjustment Grant

COMMONWEALTH REGIONAL COUNCIL
One Mill Street, Suite 202 | P.O. Box P
Farmville, VA 23901 | 434.392.6104 PHONE
www.virginiashartland.org

- 1987 – Lunenburg Victoria Industrial Plant Acquisition and Renovation
\$324,000 EDA Economic Adjustment Strategy Grant
- 1990 - Blackstone Industrial Park (Phase II)
\$552,000 EDA Public Works and Development Facilities Grant
- 1991 - Lunenburg/Kenbridge Commercentre
\$662,200 EDA Public Works and Development Facilities Grant
- 1994 - Charlotte County Industrial Park
\$750,000 EDA Public Works and Development Facilities Grant
- 1998 – Kenbridge Emergency Generator Installation Project
(due to impact from Hurricane Fran)
\$183,000 EDA Special Allocation Grant
- 1998 - Town of Farmville Culvert Replacement Project
(due to impact from Hurricane Fran)
\$274,000 EDA Special Allocation Grant

Furthermore, through the regional strategic process, the CEDS helps identify opportunities for the integrated use of other local, state, private and federal funds as potential funding streams for the projects identified through the process. The CEDS will allow for a much more proactive and strategic focus on targeted projects and initiatives, rather than simply reacting to urgent needs that haven't had the proper forethought and planning. Also, the participating localities in a CEDS process will be aligning their resources more efficiently and effectively. As we have seen more and more in the past several years, other federal agencies look favorably on joint/regional planning efforts when reviewing proposed projects and grant requests. In addition, many funding agencies utilize a scoring system which looks at whether a project has been identified through a regional planning process as a priority for the locality. If a project has not been identified as a priority through a regional strategic planning process, it can lose points in the competitive funding process. Examples of programs that utilize this concept in their scoring system for funding include the Virginia Department of Housing and Community Development (VDHCD) and the Virginia Department of Transportation (VDOT).

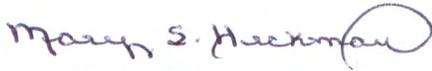
While Cumberland County is not a current active member of the CRC, the CRC would like to provide the County with the opportunity to be a participant in the regional application. As you are aware, the CRC formally adopted a Non-Member Participation Policy for non-members in a CRC sponsored regional project (required match plus 25%). This application does require a match. Under this Policy, Cumberland County's share of the match would be \$7,500. However, because the CRC strongly desires the County to be a participant in the CEDS project and to ensure that Cumberland County does not lose an opportunity to be eligible for future EDA investment opportunities, the CRC has **elected to waive the match**. As a condition of this waiver, Cumberland County would be expected to activate its annual membership in the CRC **if this application is successful** to ensure full support of the CRC during the implementation of this regional project. **If the application is not successful**, there would be no obligation of CRC membership by Cumberland County even though the County remains eligible.

Chairman Banks
October 18, 2016
Page 3

Again, please keep in mind that **the CRC does not want Cumberland County to lose an opportunity to ensure its eligibility for future EDA assistance for its economic development initiatives.** Therefore, the CRC is hopeful that Cumberland County will have a positive response to this offer of participation in this regional project as the CRC has been advised by EDA that a locality cannot be added later to the CEDS process. All localities to be covered by the CEDS process must be part of the initial application. Therefore, **please complete the enclosed confirmation of intent form and return it no later than November 20, 2016.**

As always, please contact me if you have any questions or need additional information. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Mary S. Hickman". The signature is written in a cursive style with a large loop at the end of the name.

Mary S. Hickman
Executive Director

Enclosures

Cc: CRC Members

**Confirmation of Intent to Participate in the Commonwealth Regional Council (CRC)
Economic Development Administration (EDA)
Economic Development Support for Planning Organizations Program Application**

CRC Comprehensive Economic Development Strategy (CEDS) Project

The County of Cumberland hereby confirms its intention regarding participation in the Commonwealth Regional Council EDA Economic Development Support for Planning Organization Program Application for the development of an EDA-approved Comprehensive Economic Development Strategy (CEDS) as follows (please check one):

_____ The County of Cumberland chooses **NOT to participate** in the Commonwealth Regional Council EDA Economic Development Support for Planning Organization Program Application for the development of an EDA-approved CEDS. We understand that as a consequence of this decision, Cumberland County will not be covered by the CRC's future EDA-approved CEDS, thus **will not be eligible** for EDA assistance under EDA's public works, economic adjustment, and most planning programs. **EDA directs its investments only toward projects that are based on strategies resulting from a participatory planning process established to develop and maintain an EDA-approved CEDS.**

_____ The County of Cumberland chooses **YES to participate** in the Commonwealth Regional Council EDA Economic Development Support for Planning Organization Program Application for the development of an EDA-approved CEDS. As per the offer of the Commonwealth Regional Council, the County of Cumberland acknowledges that its non-member required match will be covered by the CRC for the application on the condition that **if the application is successful**, Cumberland County will be expected to activate its annual membership in the CRC for the duration of the project to ensure full support of the CRC during the implementation of the regional project. **If the application is not successful**, there would be no obligation of CRC membership by Cumberland County even though the County remains eligible for membership.

Chairman, Cumberland Board of Supervisors

Date



DATE: October 25, 2016
TO: Cumberland County Board of Supervisors
FROM: Vivian Seay Giles
RE: November 1, 2016 Board Agenda Item
Community Center Lease

Recommendation

Approve the lease of three rooms in Pod C in the Cumberland Community Center to James River Therapeutic Services for \$800.00 per month for a one year term and authorize the county administrator to execute the lease on behalf of the county.

Information

James River Therapeutic Services, an affiliate of Bear Creek Academy, has requested additional space for their services near Bear Creek Academy and are interested in three offices (C-3, C-4 & C-5) in Pod C of the Community Center. The services provided will benefit the students of Bear Creek Academy as well as other citizens of the community.

Deed of Lease

This DEED OF LEASE (the "Lease") is dated the 1st day of November, 2016, between **CUMBERLAND COUNTY, VIRGINIA**, a public body politic and political subdivision of the Commonwealth of Virginia, as **Grantor** ("Landlord"), and **JAMES RIVER THERAPEUTIC SERVICES**, as **Grantee** ("Tenant"), recites and provides as follows:

WITNESSETH

Recitals

Landlord desires to lease the Premises, as defined below, to the Tenant and Tenant desires to lease the Premises from the Landlord, as more fully set forth below.

Lease

NOW THEREFORE, in consideration of the foregoing recitals, which shall constitute a part of this Lease, and the following agreements and undertakings, and other good and valuable consideration, the receipt and adequacy of which is acknowledged, Landlord and Tenant agree as follows:

- 1. PREMISES.** Landlord leases to Tenant the following property or premises (the "Premises"), together with full rights of ingress and egress, in the County of Cumberland, Virginia. The Premises are more particularly described as:

Approximately 354 square feet of classroom space located in Pod C at The Cumberland Community Center (the "Center"), 1874 Anderson Highway, Cumberland, Virginia 23040, and identified as rooms C-3, C-4 & C-5, including the exclusive use of 354 square feet of classroom space and the non-exclusive use of the Common Areas, described below.

A floor plan of the Premises is attached and incorporated herein as Exhibit A and also more fully describes the areas of exclusive use of the Premises. Tenant also has available the non-exclusive use of the improved and unimproved surface areas of the Center, more fully described as corridors, grass fields, sidewalks, the bus loop, the road and parking area adjacent to Anderson Highway in the front of the Center, and the parking lot adjacent to Forest View Road (the "Common Areas"). Neither Tenant, nor anyone under the direction, control or supervision of Tenant shall access or occupy any other facility, building, or structure at the Center. Any further or future renovations, expansions, improvements, or additional appurtenances of the Premises or Common Areas are excluded from the Lease and will be provided for use by Tenant under separate agreement.

2. **USE OF PREMISES.** The Premises are to be used and occupied by Tenant for office use or for such purpose or purposes as Tenant may now or hereafter be empowered or authorized by law to use same. Provided, however, that use of the Premises by Tenant for other than the uses in the preceding sentence shall be submitted to Landlord in writing for prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

3. **TERM.**

(a) The initial term of this Lease (the "Initial Term") shall be one (1) year, beginning on November 1, 2016 (the "Commencement Date") and terminating on October 30, 2017 (the "Termination Date").

(b) Landlord warrants that Landlord alone, at the time this Lease is executed, has the right to lease the Premises, without the consent of any other party. It is expressly understood and agreed that this covenant by the Landlord constitutes a warrant. If Landlord does not have this right, then Tenant, in addition to any other remedy available at law or in equity, may immediately declare this Lease null and void from its inception and of no force and effect, without notice. In such event, no rent shall accrue or be deemed to have accrued for the term of this Lease, or for any part of the term.

4. **RENT.**

(a) Tenant shall pay rent (the "Rent") in the annual aggregate amount of \$9,600 in equal monthly installments of \$800 payable in advance on or before the first day of each consecutive calendar month. In the event Tenant shall fail to pay rent on the due date, a late fee of two percent (2%) of the monthly rent shall be added to the rental for each such late payment, and the same shall be treated as additional rent. No deposit is required for Tenant. Increases in rent or costs of services (if needed) shall be negotiated on the anniversary of the Commencement Date. The payment of all Rent shall be made payable to Landlord and mailed to:

County Administrator
P.O. Box 110
Cumberland, VA. 23040

or to such other person or entity or at such other address as Landlord may designate from time to time by written notice to Tenant.

(b) When appropriate, all payments to be made by Lessee pursuant to this Lease shall be apportioned and prorated as of the Commencement Date and the Termination Date or as of the date of an earlier termination pursuant to this Lease.

- (c) Any payment due Landlord, whether a reimbursement or otherwise, shall be a continuing obligation of Tenant pursuant to the terms of this Lease and shall survive the termination of the Lease and the right of Tenant to retain possession of the Premises.

5. POSSESSION, COVENANTS AND CONDITION OF PREMISES.

- (a) Landlord shall deliver quiet possession of the Premises to Tenant on the Commencement Date and shall provide quiet enjoyment of the Premises to Tenant during the Initial Term, and any Renewal Terms or extensions thereof.
- (b) On the Commencement Date, Landlord shall deliver the Premises to Tenant in good repair and in a condition suitable to the use for which it is leased.
- (c) Landlord, and its employees, agents and contractors, shall have the right to enter and pass through any part of the Premises, without prior notice, to perform its obligations in this Lease, including but not limited to those set forth in Section 6 below, and in the case of an emergency. If Landlord, or Landlord's employees, agents or contractors, must enter the Premises in the case of an emergency, then as soon as practicable before or after such emergency entrance, Landlord, or Landlord's agent, shall contact the Cumberland County Director of Social Services. If any such entry occurs during hours of regular business activity, pursuant to the above Section 2, then Landlord, or Landlord's employees, agents or contractors, shall contact Tenant's office to be escorted by Tenant or Tenant's employee prior to entry.
- (d) Tenant covenants to comply with all statutes, codes, ordinances, rules and regulations applicable to the premises and Tenant's use thereof. Tenant shall notify Landlord of its non-compliance thereof within ten (10) days of discovery, claim or invoice to Tenant by third-party of any claims or allegations of such noncompliance.
- (e) Tenant shall give Landlord reasonable notice of any injury, damage, destruction or occurrence affecting the Premises. Tenant shall give Landlord reasonable notice of any injury, damage, destruction or occurrence affecting the Common Areas for which Tenant, its students, staff or others for whom it directs, controls or supervises is responsible. Notwithstanding this provision, Tenant shall not be required to give Landlord such notice for any injury, damage, destruction or occurrence in an amount less than \$50.
- (f) Landlord covenants and agrees that it will not represent to any third party, including potential investors that, by virtue of making available facilities and providing services to the Tenant, it is in any way endorsing or has in any way approved or disapproved of the Tenant, its management, business plan, valuation or any other matter regarding the Tenant, its operations or use of the Premises.

- (g) The Tenant acknowledges that the Tenant has inspected and examined the Premises and that the Premises and the Common Areas are in acceptable condition to Tenant. Upon execution of this Lease, Tenant shall assume the risk of any adverse matters otherwise not covered in this Lease, including, but not limited to, zoning for its use, obtaining all necessary permits and approvals, including, without limitation, a certificate of occupancy. Therefore, the Tenant hereby accepts the Premises in an "as is" condition and acknowledges that the Landlord has not made any express or implied warranties with respect to the Premises.

6. MAINTENANCE.

- (a) Landlord warrants that on the Commencement Date, the Premises and all its equipment, including the plumbing, heating, ventilation and air conditioning equipment and systems shall be in good repair and good working order.
- (b) It shall be the sole responsibility and obligation of Landlord, at its expense and in accordance with applicable laws, technical publications, manuals and standard procedures, to properly maintain, repair and replace all the structural portions of the Premises, including foundation, sub-floor, structural walls and roof. Tenant, in its sole responsibility, obligation and expense, shall keep the Premises and all equipment including non-trade fixtures in good working order and shall perform any required repairs, replacement and maintenance, and shall keep all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature affixed to or serving the Premises in good repair, condition and working order.
- (c) All necessary or required maintenance, repairs and replacements to the Common Areas shall be the sole responsibility and expense of Landlord. Landlord's maintenance responsibilities shall include the supply and replacement of all supplies, materials and equipment necessary for such maintenance.
- (d) Notwithstanding the above Section 6(c), Tenant shall be obligated to make any repairs to the Common Areas due to damage caused by the negligent or willful acts of Tenant, or its agents, employees, contractors or others under Tenant's direction, control or supervision.
- (e) When and as snow and/or ice removal become necessary, Landlord shall promptly remove all snow and ice from all walkways, loading areas, common areas, and parking areas.
- (f) Tenant shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other fixtures, facilities and

appliances in the Premises, and Tenant shall be responsible for any damage caused by its failure to comply with this requirement. Tenant shall give the Landlord prompt notice of any such damage to the Premises and Tenant shall be responsible for any damage caused its failure to comply with such notice requirement.

- (g) Nothing in this Section 6 shall be construed to require Landlord to maintain, repair or replace equipment, appliances, trade fixtures or the personal property of Tenant that Tenant purchases, installs, affixes or otherwise uses after the Commencement Date or that will remain or remains the property of Tenant after the Initial Term. Landlord shall bear no liability or cost for the expense, upkeep, or installation of such Tenant equipment, appliances, trade fixtures or personal property.

7. DAMAGE OR DESTRUCTION OF THE PREMISES.

- (a) If the Premises (including all improvements and alterations thereon, whether made by Landlord or Tenant) shall be damaged or destroyed by fire, the elements, unavoidable accident or other casualty, whether in whole or in part, the Landlord shall have the option either (i) to repair, reconstruct or restore the Premises within a reasonable time to its prior condition; or (ii) to terminate this Lease by written notice to Tenant. In the event of such loss by fire or other casualty, Landlord shall have a reasonable time to ascertain the extent of the damage and the cost of replacement and repair and shall properly thereafter notify Tenant of its election.
- (b) From the date such damage or destruction occurs to the date when all repairs and rebuilding are complete, the Rent and all other charges due under this Lease shall be reduced by the same percentage of the Premises which, in Landlord's reasonable judgment, cannot be economically or practically used for the Intended Use.

8. ALTERATIONS BY THE TENANT.

- (a) Tenant, at its sole cost and expense, may make alterations and additions to the Premises, as Tenant deems proper. Tenant, however, shall not make any structural alterations of the roof, foundation or exterior walls without the prior written consent of Landlord. Tenant, at its sole cost and expense, may install fixtures, partitions and make such other improvements as Tenant may deem proper and the title and ownership of materials used in such alterations and additions, and all fixtures, partitions, and other improvements made and/or installed by Tenant shall remain in Tenant.
- (b) If any mechanics' or materialmen's liens are filed arising from any work by Tenant with respect to the Premises, Tenant shall satisfy or otherwise remove such liens of record from the Premises within ten (10) days of

notification thereof by Landlord, at Tenant's sole cost and expense, by the payment thereof or by filing any bond required by law or Landlord. Tenant shall defend, indemnify and hold harmless Landlord from any costs, including, without limitation, reasonable attorney's fees, incurred by Landlord as result of claims of mechanics' or materialmen's liens from any work by Tenant.

- (c) Upon the termination of this Lease, Tenant shall, at its option, (i) remove any trade fixtures, equipment, alterations, and improvements installed by it on the Premises and repair any damage caused by such removal, at its expense or (ii) with the prior written consent of the Landlord, leave all such alterations and improvements on the Premises (except for its moveable trade fixtures, furniture and equipment), in which event all such alterations and improvements shall become the property of Landlord who shall accept full liability and responsibility therefore.

9. UTILITIES AND SERVICES; INSURANCE; TAXES.

- (a) Landlord shall provide, at Landlord's expense, the following utilities and services for the Premises: water and sewer. Tenant shall be responsible for interior trash removal, telephone, telecommunication, internet or any other utility service to the Premises beyond those identified in the previous sentence. If Landlord or Landlord's agent interrupts, discontinues or causes the interruption or discontinuation of any of its utilities or services, then Tenant, in addition to any other remedy available under the law, shall be entitled to deduct from the Rent, or other payments otherwise due to Landlord under the terms of this Lease or any renewal or extension thereof, either (i) the per diem rental for each day that the Premises are rendered unsuitable for use due to Landlord's failure to provide such utility or service, or (ii) the actual cost to provide the utility or service if not provided by Landlord.
- (b) Landlord shall be responsible for all real estate taxes or charges in lieu of taxes applicable to the Premises.
- (c) Landlord, at Landlord's expense, shall keep the Premises and the Building insured against damage by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature and casualty loss, under a broad form extended coverage or similar property loss policy. The policy shall cover at least eighty percent (80%) of the replacement cost of the Premises and the Building. In addition, Landlord shall maintain broad form general commercial liability insurance sufficient to ensure reasonable financial responsibility in the event of liability for injury, loss or damage at the Premises, the common areas and facilities. In no event shall the limits of such insurance be considered as limiting the liability of Landlord under the Lease.

- (d) Tenant covenants and agrees to maintain at Tenant's expense, during the full term of this Lease, public liability insurance in the sum of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate for liability resulting from injury and/or death and for liability resulting from damage to property, occurring in or on the Premises or Common Areas during the term hereof. Such policy or policies of insurance shall name Landlord as an additional insured as to claims and liabilities arising out of Tenant's acts or omissions, including by those whom Tenant directs, controls or supervises. Evidence of such insurance shall be delivered to Landlord upon request. Tenant also agrees to carry workmen's compensation insurance and employer's liability insurance, if applicable, in amounts sufficient to satisfy the statutory requirements of the state where the Premises and Common Areas are located. The policy limits set forth herein shall be subject to periodic review, and Landlord reserves the right to require that Tenant increase the liability coverage limits if, in the reasonable opinion of Landlord, the coverage becomes inadequate and is less than commonly maintained by tenants of similar buildings in the area making similar uses. All the insurance required under this Lease shall be issued by insurance companies authorized to do business in the Commonwealth of Virginia with a financial rating of at least an A-B+ as rated in the most recent edition of Best's Insurance Reports and in business for the past five years. The limit of any such insurance shall not limit the liability of Tenant hereunder. Landlord makes no representations to Tenant that the limits or forms of insurance coverage required of Tenant and specified in this Section 9 are adequate to insure Tenant's property or Tenant's obligations or assumption of contractual liability under this Lease, and the limits of any insurance carried by Tenant shall not limit its duties and obligations under this Lease. In no event shall the limits of such insurance be considered as limiting the liability of Tenant under this Lease.
- (e) Tenant shall obtain and maintain during the period of this Lease insurance covering its automobiles, fixtures, equipment, merchandise, all leasehold improvements, inventory, and all other items of property on the Premises, in an amount equal to not less than one hundred percent (100%) of the full replacement value thereof and insuring against fire and all risk, perils coverage as provided by standard all risk coverage endorsement protecting Tenant and Landlord as insured as their respective interests appear. Such public liability insurance shall name the Landlord and its successors and assigns as additional insured's, as their interest may appear.
- (f) Landlord shall keep and maintain a policy of insurance on the building on the Property against loss or damage by fire and other risks now embraced by so-called broad form "all-risk" coverage in an amount not less than 100% of the then full replacement value of the insurable portion of the Property. Such "all risk" policy shall name the Landlord, and its successors and assigns, as additional insured's and the Landlord as the loss payee, pursuant to the loss

payee clause. Tenant shall pay to Landlord all of the cost of maintaining such insurance within ten (10) days of Landlord's written notice to Tenant therefore. If Tenant fails to reimburse Landlord for the cost of such insurance within ten (10) days after Tenant receives from Landlord a statement setting forth such cost, then the cost to Landlord of performing the same shall be deemed additional Rent.

- (g) Tenant shall, within ten (10) days of the Commencement Date, deliver to Landlord a certificate of insurance and a receipt evidencing that the insurance required by this Lease is paid in full and in full force and effect. No insurance required by this Lease shall be cancelable except after thirty (30) days notice to Landlord. All insurance required by this Lease may be carried under blanket policies maintained by the Tenant or may be carried under a combination of primary insurance and umbrella coverage.
- (h) Each policy required hereunder shall provide that it shall not be cancelable without at least thirty (30) days' prior written notice to Landlord and each policy shall be issued by an insurer licensed to do business in the Commonwealth of Virginia and rated satisfactory to Landlord. Each policy required hereunder shall have attached thereto an endorsement to the effect that no act or omission of Tenant shall affect the obligation of the insurer to pay the full amount of any loss sustained. Each policy shall be in such form as Landlord may from time to time reasonably require.
- (i) If Tenant shall fail, refuse or neglect to obtain such insurance or maintain it, or to furnish Landlord with satisfactory evidence that it has done so and satisfactory evidence of payment of the premium of any policy, Landlord shall have the right, at Landlord's option, to purchase such insurance and to pay the premiums thereon or to pay the premiums on insurance for which Tenant should have paid. All such payments made by Landlord shall be recoverable by Landlord from Tenant on demand therefore and shall be deemed additional Rent hereunder.

10. **CONDITION OF AND ACCESS TO COMMON AREAS.** Landlord, at Landlord's sole expense, shall maintain in a good condition, all common areas and common facilities, including all walkways, parking areas, and all related exterior lighting, to be used by Tenant in common with other tenants. If Landlord fails to maintain such areas or facilities in a good condition, or to make all repairs and/or improvements within a reasonable time after written notice, then Tenant may terminate this Lease or proceed to make repairs or improvements.

11. **ACCESSIBILITY BY PERSONS WITH DISABILITIES.**

- (a) In addition to any other requirements or covenants in this Lease, and at all

times during the Term, option and any renewal terms, Landlord covenants that, as to the Premises, the common areas and the parking facilities of the Building, it has fully complied, or will comply, to the fullest extent required by law, with:

- (i) the facilities accessibility laws, regulations and standards required by the "Americans With Disabilities Act of 1990", including Titles II and III thereof, and the regulations and standards promulgated thereunder, including the regulations promulgated by the U.S. Department of Justice (28 CFR Chapter 1, Part 36 and the Standards for Accessible Design Pt. 36, App. A-entitled "ADA Accessibility Guidelines for Buildings and Facilities"), as amended, and
- (ii) the minimum requirements of the Virginia Uniform Statewide Building Code (VUSBC), Volume I-New Construction, as amended, pertaining to access by the physically handicapped and aged persons, including Chapter 11 ("Accessibility") of said VUSBC, which, in part, incorporates the regulations and referenced standards of the U.S. Department of Justice identified above.

To the extent the minimum requirements of the VUSBC are more restrictive than applicable federal requirements, the more restrictive of the two shall control. Landlord further covenants that, following the date of execution of this Lease, all alterations of the Premises and common areas, including parking facilities, shall be undertaken by Landlord in such a manner that the ADA and the regulations and standards promulgated thereunder and the VUSBC are fully complied with to the extent required by law and as herein provided.

Tenant may discover that an element of the Premises, or the construction or design of the Premises, as well as the other facilities areas noted above, or alterations thereto, are not in compliance with the requirements herein set forth, including the referenced standards or guidelines pertaining to the ADA. In such event, Tenant shall promptly notify Landlord (or Landlord's agent) in writing detailing both the requirement and the noted deficiency and specifying the action required to bring about compliance. Should the Landlord fail within thirty (30) calendar days following such notice to comply or to propose in writing an alternative for compliance which the Tenant deems acceptable, or, alternatively, fail to convince the Tenant that compliance is not required, either because such accommodation as would otherwise be required would constitute an undue hardship when measured against the financial resources of the Landlord or because the facilities are nevertheless accessible and usable by individuals with disabilities, then Tenant may undertake with its own resources to accomplish the work needed to achieve such compliance and may deduct the reasonable costs of such accommodation from the rents or other sums then otherwise due Landlord under the terms of this Lease, option and any renewal terms, or may terminate this Lease by giving three months'

written notice to Landlord.

- (b) The foregoing provisions of this Section, as applied to Landlord, shall not apply to trade fixtures used or installed by Tenant or Tenant's layout of such trade fixtures or to any alternations to Premises performed under this Lease by Tenant.

12. INDEMNIFICATION AND WAIVER OF CLAIMS; GOVERNANCE; SUBORDINATION.

- (a) The Tenant, as indemnitor, shall save, defend, hold harmless, and indemnify Landlord and any of its successors and assigns, or any of them, from any and all suits, actions, damages, liability, cost and expenses (including, without limitation, reasonable attorneys' fees) arising from or out of any act or failure to act of the Tenant, its assignees, tenants, sub-tenants, agents, servants, employees, visitors or licensees, in or on the Premises or Common Areas, arising out of or in connection with the Tenant's continued possession, use and occupancy of the Premises, or resulting from any other claim, investigation, suit, demand, action or complaint or any other cause made by any party hereto or any third party, including, without limitation, Tenant, against Landlord or Tenant based, in whole or in part, on the Tenant's possession, use and occupancy of the Premises. Tenant's indemnification obligation hereunder shall be unlimited. Landlord and Landlord's agents, employees, and contractors shall not be liable for, and Tenant hereby releases Landlord from all claims for damage to person or property sustained by Tenant or any person claiming through Tenant resulting from fire, accident, occurrence or condition in or about the Premises or Common Areas which is not due to the gross negligence of the Landlord or to a breach by Landlord of its duties under this Lease. Further, all personal property of Tenant in the Premises shall be at the sole risk of Tenant.
- (b) This Lease shall be governed by, and construed according to, the laws of the Commonwealth of Virginia. The parties choose the Cumberland County, Virginia, as the venue for any action instituted pursuant to the terms of this Lease.
- (c) This Lease is subject and subordinate to any mortgage, deed of trust or deed to secure debt (each, a "Mortgage") and to any renewals, modifications, increases, extensions, replacements, and substitutions of any Mortgage now or hereafter affecting the Premises. This provision shall be self-operative and no further instrument of subordination shall be required; provided, however, that Tenant agrees to execute and deliver, upon request, such further instrument(s) in recordable form concerning this subordination as may be requested by Landlord, or the holder of any Mortgage; and, in the event Tenant fails or refuses to execute and deliver such subordination within ten (10) days following written request by Landlord, Tenant irrevocably constitutes and appoints Landlord as its attorney-in-fact to

execute and deliver the subordination, it being stipulated that such power of attorney is coupled with an interest and is irrevocable. Notwithstanding the foregoing sentence, any failure or refusal to execute and deliver such subordination shall constitute a default by Tenant under this Lease. Upon request of Tenant, Landlord shall use his best efforts to obtain and furnish to Tenant a non-disturbance agreement from any present mortgage or beneficiary of any deed of trust superior to this Lease.

13. **REPORT OF OCCUPANCY.** Tenant shall, within fifteen (15) days after receipt of a written request by Landlord, submit to Landlord, or its designee, a written Report of Occupancy specifying: (i) the date of possession of the Premises by Tenant, (ii) whether this Lease is in full force and effect, (iii) whether there have been any modifications to the Lease, and if there have been, a description of all such modifications, and, (iv) whether Tenant has knowledge of any default hereunder on the part of Landlord, or if it does have such knowledge, a description of any such default.
14. **CONDEMNATION. [Reserved]**
15. **MUTUAL WAIVER OF SUBROGATION.** Landlord and Tenant each hereby release the other from any and all liability or responsibility to the other, or to any other party claiming through or under them by way of subrogation or otherwise, for any loss or damage to property caused by a casualty which is insurable under the standard fire and extended coverage insurance. Landlord and Tenant agree that all policies of insurance obtained by them pursuant to the terms of this Lease shall contain provisions or endorsements thereto waiving the insurer's rights of subrogation with respect to claims against the other, and, unless the policies permit waiver of subrogation without notice to the insurer, each shall notify its insurance companies of the existence of the waiver and indemnity provisions set forth in this Lease.
16. **OPTION, TERMINATION, RENEWAL, AND HOLDOVER.**
 - (a) Options. Reserved.
 - (b) Termination. Reserved.
 - (c) Renewal. The term of this Lease may be extended for additional periods ("Renewal Term") upon the mutual written consent of the parties. The parties hereto agree to discuss the possible extension of this Lease not less than ninety (90) days prior to the Termination Date of the Initial Term or Renewal Term, as applicable for this Lease. The parties hereto also agree to execute a written extension not less than forty-five (45) days prior the Termination Date of the Initial Term or Renewal Term, as applicable to this Lease.

- (d) Holdover. Reserved.
- (e) Condition of Premises. At the termination of this Lease, Tenant shall peaceably deliver the Premises in the same condition as originally accepted, nominal damage and normal wear and tear excepted, and subject to any provisions to make repairs and restoration, as provided herein.
- (f) Posting of Notice. Reserved.

17. NOTICES.

- (a) All notices to the Tenant required or permitted under this Lease shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the Tenant addressed to:

James River Therapeutic Services

- (b) All notices to the Landlord required or permitted under this Lease shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the Landlord addressed to:

Cumberland County Administrator
Post Office Box 110
Cumberland, Virginia 23040

- (c) Wherever a notice is required under this Lease, notice shall be deemed to have been duly given if in writing and either: (i) personally served; (ii) delivered by prepaid nationally recognized overnight courier service; or (iii) forwarded by Registered or Certified mail, return receipt requested, postage prepaid.
- (d) Each such notice shall be deemed to have been given to or served upon the party to which addressed on the date the same is received by the party or delivery is refused. Each party to this Lease shall notify the other party of a new address at which to mail notices, which notice shall be given in the manner provided above, and unless and until such notice of new address is given, notices to a party hereto shall be sufficient if mailed to such party's address as specified in Section 17(a) or Section 17(b), as appropriate.
- (e) Where notice is sent by an alternative method, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is addressed.

18. BINDING EFFECT; AMENDMENTS. The covenants, agreements, and rights

contained in this Lease shall bind and inure to the respective heirs, personal representatives, successors and assigns of Landlord and Tenant. This Lease constitutes the entire, full and complete understanding and agreement between Landlord and Tenant, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this Lease and shall be null, void and without legal effect. Neither party, nor any agent of either party, has any authority to alter, amend or modify any of the terms of this Lease, unless the amendment is in writing and executed by all parties to this Lease with the same formality as this Lease. If any term, covenant or condition of this Lease or the application thereof shall, to any extent, be held invalid or unenforceable, the remainder of this Lease or the application thereof other than those to which it is held invalid or unenforceable, shall not be affected thereby and in each term this Lease shall be valid and enforced to the fullest extent permitted by law.

19. DEFAULT.

- (a) The termination of this Lease by Tenant pursuant to the provisions contained herein shall not be a default hereunder.
- (b) If either party shall breach any provision of this Lease, the non-breaching party shall give written notice thereof to the breaching party. The breaching party shall have thirty (30) days from the receipt of the notice to cure the breach and, if not so cured, the non-breaching party may, at its option, exercise such rights as may exist at law or in equity, except that Landlord shall not take possession of the Premises by any self-help remedy. The provisions of this subsection shall not be construed as imposing any additional obligations on the non-breaching party to the extent that this Lease permits the non-breaching party to take certain actions as a result of a breach by the other party.
- (c) If Tenant does not pay any Rent or other sum payable by Tenant pursuant to this Lease, Tenant shall be deemed in default hereunder, and further, if Tenant shall fail to perform any other covenant, agreement, or obligation of Tenant pursuant to this Lease and such default continues for thirty (30) days after written notice thereof is given to Tenant (provided, however, if such non-monetary default cannot be reasonably cured within such thirty (30) day period, Tenant shall not be in default hereunder so long as Tenant commences the cure of such default within such thirty (30) day period and thereafter diligently pursues the cure thereof), or if Tenant should become bankrupt or insolvent or any other debtor proceedings are taken by or against Tenant, or if Tenant vacates or attempts to vacate the Premises, Tenant shall be in default hereunder, and in any case, upon such a default Landlord shall have the following rights and remedies:
 - (i) Landlord may terminate this Lease by written notice to Tenant, in

which event this Lease, all rights of Tenant, and all duties of Landlord shall immediately cease and terminate and (i) the Landlord may re-enter and take possession of the Premises, (ii) remove all persons and property from the Premises, (iii) at the expense of Tenant, sell, store or otherwise dispose of such property at any price or cost deemed appropriate by the Landlord, in its sole discretion, and apply such proceeds to any amounts owed by Tenant to Landlord hereunder (for the purposes hereof and at the option of the Landlord, upon a default of this Lease and five (5) days previous written notice to Tenant, Tenant shall be deemed to quitclaim all right, title and interest of such property to Landlord), and (iv) enjoy the Premises free of Tenant's estate pursuant to this Lease, without prejudice, however, to any and all rights of action against Tenant that Landlord may have for Rent through the date of termination, damages, or breach of this Lease, in respect of which Tenant shall remain and continue to be liable notwithstanding such termination. Landlord shall have the right to take such action without being guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

- (ii) Without terminating this Lease, Landlord shall have the right to lawfully re-enter the Premises and at the expense of Tenant, sell, store or otherwise dispose of such property at any price or cost deemed appropriate by the Landlord, in its sole discretion, and apply such proceeds to any amounts owed by Tenant to Landlord hereunder (for the purposes hereof, upon a default of this Lease and five (5) days previous written notice to Tenant, Tenant shall be deemed to quitclaim all right, title and interest of such property to Landlord). Landlord shall have the right to take such action without being guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. If Landlord elects to re-enter the Premises or takes possession of the Premises pursuant to this subparagraph (B), Landlord may, at its option, re-let the Premises or any portion thereof for the benefit of Tenant for such term or terms (whether shorter or longer than the term of this Lease) and at such rental and upon such other terms and conditions as are commercially reasonable, and, at the expense of Tenant, Landlord shall have the right to make such repairs or alterations to the Premises as Landlord reasonably deems necessary in order to re-let the same. Provided this Lease has not been terminated by Landlord, upon each such re-letting, all rentals actually received by Landlord from such re-letting applicable to the unexpired term of this Lease shall be applied as follows: First, to the payment of any costs and expenses of such re-letting, including costs incurred by Landlord for brokerage fees, legal fees and alteration and repairs to the Premises; Second, to the payment of any indebtedness other than Rent due hereunder from Tenant; and Third, to payment of any unpaid portion of Rent then due. No such re-entry or taking of

possession of the Premises by Landlord shall be construed or shall operate as an election by Landlord to terminate this Lease unless written notice of termination is given by Landlord to Tenant.

- (iii) The remainder of the current year's annual rent plus fifty percent of the outstanding rent for the remainder of the then-current term, and all payment of additional amounts due hereunder, shall become due and payable, at the option of the Landlord.
- (iv) Landlord shall have all other remedies available pursuant to applicable law.
- (v) All remedies of Landlord shall be cumulative and the election by Landlord of any remedy shall not prevent or be deemed a waiver of Landlord's right to thereafter exercise any other remedy available. Tenant agrees to pay upon demand all costs, fees and expenses (including reasonable attorney's fees) incurred by Landlord in enforcing this Lease.

20. **PRESUMPTIONS.** Should any provision of this Lease require judicial interpretation, Landlord and Tenant hereby agree and stipulate that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of any rule or conclusion that a document should be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that all parties hereto have participated in the preparation of this Lease and that each party had full opportunity to consult legal counsel of its choice before the execution of this Lease. The parties to this Lease further waive any right to a trial by jury in any matter arising out of or in any way connected with this Lease.

21. **ASSIGNMENT.** Tenant may not assign this Lease, or sublet the Premises, without the written consent of Landlord, which consent shall be in Landlord's sole discretion.

Landlord may assign, convey, or otherwise transfer Landlord's estate, right, title, and interest in this Lease or in the Leased Premises, or any portion thereof, without the consent of Tenant.

22. **ENVIRONMENTAL COMPLIANCE BY TENANT.** Tenant shall not conduct, and shall not cause to be conducted, any operations or activities at the Leased Premises not in compliance with, and shall in all other respects applicable to the Leased Premises comply with, all applicable present and future federal, state, municipal and other governmental statutes, ordinances, regulations, orders, directives, guidelines, and other requirements, and all present and future requirements of common law, concerning the environment ("Environmental Laws") including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§

9601 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., and the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., and (i) those relating to the generation, use, handling, treatment, storage, transportation, release, emission, disposal, remediation or presence of any material, substance, liquid, effluent or product, including, without limitation, hazardous substances, hazardous waste or hazardous materials, (ii) those concerning conditions at, above, or below the surface of the ground, and (iii) those concerning conditions in, at or outside of buildings.

- 23. **HEADINGS.** The heading of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.
- 24. **WAIVER.** The failure of Landlord to insist upon strict observance of any of the terms or conditions of this Lease at any time shall not be deemed a waiver of the Landlord's right to insist upon strict observance thereafter.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals:

LANDLORD: CUMBERLAND COUNTY, VIRGINIA

By: _____
Vivian Seay Giles, County Administrator

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The foregoing Deed of Lease was acknowledged before me this ____ day of _____, 2016 by Vivian Seay Giles acting in her capacity as County Administrator to CUMBERLAND COUNTY, VIRGINIA, on behalf of Cumberland County.

My Commission expires: _____

My notary Identification Number is: _____

Notary Public

TENANT: JAMES RIVER THERAPEUTIC SERVICES

By: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The foregoing Deed of Lease was acknowledged before me this ____ day of _____, 2016 by _____ acting in his capacity _____ of James River Therapeutic Services.

My Commission expires: _____

My notary Identification Number is: _____

Notary Public

APPROVED AS TO FORM:

Vivian Seay Giles, County Attorney

At a meeting of the Cumberland County Board of Supervisors held at 7:00 p.m. on the 11th day of October, 2016, at the Cumberland County Circuit Court Room:

Present: Lloyd Banks, Jr., District 2, Chairman
Kevin Ingle, District 3, Vice-Chairman
David Meinhard, District 4
Parker Wheeler, District 5
Vivian Giles, County Administrator | Attorney
Sara Carter, Planning Director

Absent: William F. Osl, Jr., District 1

1. Call to Order

The Chairman called the meeting to order.

2. Welcome and Pledge of Allegiance

The Welcome and Pledge of Allegiance were led by Chairman Banks.

3. Roll Call

County Administrator, Vivian Giles, called the roll.

4. Approval of Agenda

On a motion by Supervisor Wheeler and carried unanimously, the Board approved the Agenda as amended:

Vote: Mr. Osl – absent Mr. Banks – aye
Mr. Ingle – aye Mr. Meinhard – aye
Mr. Wheeler – aye

5. State and Local Department/Agencies

a) Dr. Amy Griffin Superintendent of Cumberland County Schools

Dr. Amy Griffin, School Superintendent, gave the following report to the Board:

- Homecoming week was the week before and the football game went on as planned
- CUCPS was closed yesterday for professional development
- CUCPS recently received two grants, the Library of Congress grant that will provide professional development by the Library in the amount of \$20,000, and a security grant in the amount of \$64,000 to install a new intercom system at the Middle and High School
- Chase Grubbs, a CHS Senior, won 3rd place in the State Championship for Golf.
- Girls and Boys Cross Country placed first
- Jordan Newman won First place at the State Fair for his FFA project
- There was a wonderful turn out for the See you at the pole event which was coordinated by Sharon Baptist Church. There were many students who gathered, holding hands, and prayed together around the flagpole
- CUCPS recently received donated school supplies from Randolph Volunteer Fire Department

- \$4,649 was raised during the Walk for Education which will go towards scholarships and teacher grants.

b) VDOT

Ms. Carrie Shephard, Assistant Resident Engineer, gave the Board the following report of continuing work to the Board:

- Ditch work is continuing on Rt. 605, Boston Hill Road, in preparation for the Rural Rustic construction.
- Filling pot holes as needed
- Mowing on secondary roads and will mow primaries again before the end of the season
- Brush cutting on secondary routes
- Responding to customer concerns
- Continuing tree trimming and removal on Rt. 690, Columbia Road
- Paving on Rt. 60, Anderson Highway continues and hopes to be complete by the end of the month.

c) Ms. Robin Sapp, Cumberland Public Library –

Ms. Sapp informed the Board that children who participate in the summer reading program increase their SOL scores. Ms. Sapp thanks all those who help support the Summer Reading Program. The Library will soon be constructing a patio in the rear of the building. The money for the project was obtained by donation in 2015. The project is expected to be complete in the next few months.

On October 20, 2016 at Payne Memorial UMC, there will an annual Friends of the Cumberland County Library meeting. Along with Alumni, Ms. Libby Healy, an author and playwright, will be in attendance. Beginning in October, the

Library will be hosting Do-It-Yourself workshops. The First of which will be held on October 29, and is full. November 3, 4, and 5, the Library will have a book sale. The annual Christmas Tree Lighting will be on December 5, 2016.

d) Mr. Tom Perry, Cumberland Fire and EMS

Mr. Tom Perry, Chief of Cumberland Fire and EMS, informed the Board that beginning October 1, 2016, 24-hour rescue squad coverage is being provided at Cumberland Volunteer Rescue Squad with paid crews. As of October 11, 2016, there have been 25 calls for service in the 13-day period, and every call has been answered either by Cumberland or Cartersville Rescue. On October 4, 2016, Prince Edward Volunteer Rescue was not able to cover the southern end of the county due to the Vice-Presidential debate in Farmville. Cumberland EMS was able to get another crew to staff the Randolph Fire house on standby for 24 hours. Work is ongoing with the Association agreement between the Fire and EMS agencies. Work on the Cartersville Fire house is progressing.

6. Public Comments

Mr. Mark Peake is running for State Senate in the event that Senator Tom Garrett is elected to Congress.

7. Public Hearings

a) Conditional Use Permit CUP 16-01 Event Barn for Robbie Lipscomb

The Chairman opened the public hearing. The Board discussed the recommended conditions, and revised condition number nine to include "... either the Cumberland County EMS Director or the Fire Marshall". There was some

discussion with counsel for the applicant and property owners as to what the anticipated use of the building would be. With no citizens signed up to speak, the Chairman then closed the public hearing.

On a motion by Supervisor Wheeler and carried unanimously, the Board approved Conditional Use Permit 16-01 Robbie Lipscomb:

Vote: Mr. Osl – absent Mr. Banks – aye
Mr. Ingle – aye Mr. Meinhard – aye
Mr. Wheeler – aye

b) Conditional Use Permit 16-09 N. Whiteville Cell Tower

This public hearing is for reconsideration of CUP 12-02 which expired in 2015 due to inactivity. The only change from the approved CUP 12-02 is that the parcel is slightly smaller due the fact that the property owner subdivided their house from the property and there may be a need to construct a lattice tower rather than a monopole tower. The proposed tower will be located adjacent to 37 Jenkins Ridge Road on the property of Douglas & Priscilla Martin.

On a motion by Supervisor Wheeler and carried unanimously, the Board approved Conditional Use Permit 16-09 N. Whiteville Cell Tower:

Vote: Mr. Osl – absent Mr. Banks – aye
Mr. Ingle – aye Mr. Meinhard – aye
Mr. Wheeler – aye

c) Code Amendment 16-08 In-Home Daycare

Zoning Administrator, Sara Carter, informed the Board that in the last few years, there have been numerous changes in State Code and regulations regarding in-home daycare licensure. Current County Code does not match State Code requirements. The Planning Commission recommends an ordinance amendment that would allow individuals that meet State requirements and licensure to have this use as a permitted use rather than having to go through a conditional use permit process. This amendment increases the ability for Cumberland citizens to start and continue daycares as a business in their homes, with the stipulation of meeting State Code requirements and providing off-street parking, lighting and fencing, and meeting the requirements of the district for acreage.

The Chairman opened the public hearing. With no citizens signed up to speak, the Chairman then closed the public hearing.

On a motion by Supervisors Wheeler, the Board approved Code Amendment 16-08 In-Home Daycare:

Vote:	Mr. Osl – absent	Mr. Banks – aye
	Mr. Ingle – aye	Mr. Meinhard – aye
	Mr. Wheeler – aye	

8. County Attorney/County Administrator Report

- a) Consent Agenda
 - 1) Approval of Bills for September 2016 and October 2016. Approved bills for October 11, 2016 total \$206,407.57. Ratified bills for September 14, 2016 thru October 10, 2016 of warrants total \$514,295.04 with check numbers ranging from 73659-73880. Direct Deposits total \$153,989.20.
 - 2) Approval of Minutes (September 13, 2016)

On a motion by Supervisor Wheeler and carried unanimously, the Board approved the consent agenda:

Vote: Mr. Osl – absent Mr. Banks – aye
Mr. Ingle – aye Mr. Meinhard – aye
Mr. Wheeler – aye

b) Vote to extend Real Property Assessments

County Administrator, Vivian Giles, reminded the Board that in the spring of this year, the consensus of the Board to schedule the next reassessment of real property to be effective January 1, 2020, thus changing the interval from four to six years. Virginia Code § 58.1-3252 requires a reassessment every four years, but allows counties with populations of less than 50,000 to conduct reassessments at five to six year intervals with a majority vote of the Board. Therefore a vote of the Board is needed.

On a motion by Supervisor Ingle and carried unanimously, the Board elected to extend the interval for real property reassessment to six years:

Vote: Mr. Osl – absent Mr. Banks – aye
Mr. Ingle – aye Mr. Meinhard – aye
Mr. Wheeler – aye

c) Cigarette Tax Authority Resolution

County Administrator, Vivian Giles, informed the Board that this matter was brought before the Board by Wythe County. Supervisors there are requesting an amendment to VA Code § 58.1-3831 to allow all Virginia Counties the power to levy tax upon the sale or use of cigarettes. Supervisor Ingle states that he is not in favor of

this Resolution as the tax should be on all tobacco products, not just cigarettes.

There was no action taken on this item.

d) Domestic Violence Resolution

County Administrator, Vivian Giles, informed the Board that this matter was brought before the Board by the Women's Club of Cumberland.

On a motion by Supervisor Wheeler and carried unanimously, the Board proclaimed the month of October as Domestic Violence Awareness Month, and approved the following resolution:

**RESOLUTION OF THE BOARD OF SUPERVISORS OF
CUMBERLAND COUNTY PROCLAIMING THE MONTH OF
OCTOBER
DOMESTIC VIOLENCE AWARENESS MONTH**

OCTOBER 11, 2016

WHEREAS, one in every four women will experience domestic violence during her lifetime; and

WHEREAS, approximately 15.5 million children are exposed to domestic violence every year; and

WHEREAS, when a family member is abused, it can have long-term damaging effects on the victim that also leave a mark on family, friends, and the community at large; and

WHEREAS, families are indispensable to a stable society, and they should be a place of support to instill responsibility and values in the next generation; and

WHEREAS, violence against women and children is a prevalent social ill due to the historical imbalance of power in gender and age; however, domestic violence is widespread and is devastating to society as a whole; and

WHEREAS, the problem of domestic violence is not confined to any group or groups of people, but crosses all economic, racial, gender, educational, religious, and societal barriers, and is sustained by societal indifference; and

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity due to the systemic use of physical, emotional, sexual, physiological, and economical control and/or abuse; and

WHEREAS, victims should have help to find the compassion, comfort, and healing they need, and domestic abusers should be punished to the full extent of the law; and

WHEREAS, victims of violence should have access to medical and legal services, counseling, emergency and transitional housing, and other supportive services so that they can escape a cycle of abuse; and

WHEREAS, we encourage domestic violence victims and their families to seek assistance from appropriate victims' services organizations such as Cumberland Family Services; and

WHEREAS, it is important to recognize the compassion and dedication of the individuals who provide services to victims of domestic violence and work to increase public understanding of this significant problem; and

WHEREAS, local programs, state coalitions, national organizations, and other agencies nationwide are committed to increasing public awareness of domestic violence and its

prevalence, and to eliminating it through prevention and education; and

WHEREAS, important partnerships have been formed among criminal and juvenile justice agencies, healthcare providers, allied professionals, and victim services to assist victims of domestic violence and their families; and

WHEREAS, we dedicate ourselves to protecting vulnerable members of our community; and

WHEREAS, Cumberland County has a moral obligation to work to prevent domestic violence, address its brutal and destructive effects and make ending domestic violence a local priority; and

NOW, THEREFORE BE IT RESOLVED, that the Cumberland County Board of Supervisors hereby proclaims the month of October as Domestic Violence Awareness Month and urges all citizens to actively support Cumberland Family Services' work toward the elimination of domestic violence.

Adopted this 11th day of October, 2016.

Vote:	Mr. Osl – absent	Mr. Banks – aye
	Mr. Ingle – aye	Mr. Meinhard – aye
	Mr. Wheeler – aye	

e) Appointment of Mrs. Debbie Kennell to the Social Services Board

On a motion by Supervisor Banks and carried, the Board appointed Mrs. Debbie Kennell to the Social Services Board to complete the term on the board vacated by Ruth Seigel, which term will expire at midnight on June 30, 2018.

Vote: Mr. Osl – absent Mr. Banks – aye
Mr. Ingle – aye Mr. Meinhard – aye
Mr. Wheeler – aye

9. Finance Director’s Report

- a) Monthly budget Report

There was no discussion regarding the monthly budget report.

- b) Budget/CIP Calendar:

On a motion by Supervisor Wheeler and carried unanimously, the Board approved the FYE18 Budget Calendar and FY 18-22 CIP Calendar:

**CUMBERLAND COUNTY
FISCAL YEAR 2017-2018 BUDGET CALENDAR**

December 19, 2016	Finance Manager prepares budget instruction and estimate forms. Instruction and estimate forms are issued to departments and agencies.
January 2017	County Administrator and Treasurer prepare revenue estimates.
January 27, 2017	Deadline for submission of budget requests to the Finance Manager.
February 3, 2017	Finance Manager presents budget requests to County Administrator.
February 22-23, 2017	Departments, agencies and school administration present budget requests to the Board of Supervisors. School Board and Board of Supervisors hold a joint public budget meeting.

March 17, 2017	County Administrator issues recommended budget to the Board of Supervisors.
March 20- March 31, 2017	Board of Supervisors budget work sessions. Approval of budget, tax rates, and capital improvement program for publication.
March 24, 2017 March 31, 2017	Advertise proposed budget, tax rates, and capital improvement program for public hearing.
April 5, 2016	Public Hearing on the proposed budget, tax rates, and capital improvement program.
April 12, 2016	Adoption of fiscal year 2016-2017 budget, tax rates, and capital improvement program.
June 2016	Appropriation of funds for the adopted fiscal year 2016-2017 budget.

**CUMBERLAND COUNTY, VA.
CALENDAR FOR DEVELOPMENT OF THE
FY 2018 – 2022 CAPITAL IMPROVEMENTS PROGRAM**

TENTATIVE SCHEDULE

October 14, 2016	CIP package to departments
October 28, 2016	CIP requests returned to Finance Manager
November 18, 2016	Requests and recommendations are sent to CIP Committee for review
November 21-30, 2016	CIP Committee meets to review requests and begin ranking projects
December 5-16, 2016	CIP Committee is available for to meet with requestors
January 3, 2017	CIP Committee presents and recommends

proposed CIP to Planning Commission for public hearing

February 27, 2017

Planning Commission holds public hearing on Capital Improvements Plan

April 4, 2017

Board holds public hearing on CIP

April 11, 2017

Adoption of CIP

Vote: Mr. Osl – absent Mr. Banks – aye
Mr. Ingle – aye Mr. Meinhard – aye
Mr. Wheeler – aye

c) Supplemental Appropriation – Sheriff’s Office \$516.00:

On a motion by Supervisor Wheeler and carried unanimously, the Board approved a supplemental appropriation for the Sheriff’s Office in the amount of \$516.00:

VOTE: Mr. Osl – absent Mr. Banks – aye
Mr. Ingle – aye Mr. Meinhard – aye
Mr. Wheeler – aye

10. Planning Director’s Report

a) Planning Project update

There was no discussion on the Planning Project updates.

11. Old Business

N/A

12. New Business

N/A

13. Public Comments (Part 2)

N/A

14. Board Member Comments

N/A

15. Adjourn into Closed Meeting-

N/A

16. Reconvene in Open Meeting-

N/A

17. Additional Information

- a) Treasurer's Report
- b) DMV Report
- c) Monthly Building Inspections Report
- d) Approved Planning Commission meeting minutes – N/A
- e) Approved IDA meeting minutes – N/A

18. Adjourn -

On a motion by the Chairman and carried, unanimously, the Board adjourned the meeting until the next regularly scheduled meeting to be held on November 1, 2016 at 7:00 p.m. in the Circuit Court Room in the Cumberland Courthouse, Cumberland, Virginia.

Vote: Mr. Osl – absent Mr. Banks – aye
 Mr. Ingle – aye Mr. Meinhard – aye

Mr. Wheeler – aye

Lloyd Banks, Jr., Chairman

Vivian Giles, County Administrator/County Attorney



DATE: October 25, 2016
TO: Cumberland County Board of Supervisors
FROM: Vivian Seay Giles
RE: November 1, 2016 Board Agenda Item
Piedmont Regional Jail Authority

Recommendation

Adopt the attached Resolution of the Board of Supervisors of the County of Cumberland, Virginia Authorizing the Organization of the Piedmont Regional Jail Authority and Resolution of the Board Of Supervisors of the County Of Cumberland, Virginia, Approving the Piedmont Regional Jail Authority Service Agreement. By doing so, you will approve the establishment of a regional jail authority to be governed in accordance with the service agreement provided. It is recommended that your motion include the adoption of the two resolutions together with the authorization of the chairman or the county administrator to execute all necessary documents to effect the purposes of those resolutions.

Information

The formation of a regional jail authority will help to insulate Cumberland County in the event of litigation arising out of events at Piedmont Regional Jail, and will similarly help to insulate Cumberland County from direct obligation under any debt that must be incurred for renovations, additions, or improvements needed at the Piedmont Regional Jail. It is highly recommended that a regional jail authority be established. I have not been able to identify another regional jail in Virginia that is not operated by a regional jail authority.

The service agreement provided here for your consideration was drafted by independent legal counsel, was reviewed by all six counties and their legal counsel, was then discussed at a regional meeting to which the boards of supervisors from all six member counties were invited, and following that meeting was further edited by legal counsel and county administrators.



County of Cumberland Virginia

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF CUMBERLAND, VIRGINIA AUTHORIZING THE ORGANIZATION OF THE PIEDMONT REGIONAL JAIL AUTHORITY

WHEREAS, the Counties of Amelia, Buckingham, Cumberland, Lunenburg, Nottoway and Prince Edward, Virginia have studied and considered the advantages of a regional jail authority as provided in §53.1-95.2. et. seq., of the Code of Virginia, 1950, as amended (**the "Code"**).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors (**the "Board of Supervisors"**) of the County of Cumberland, Virginia (**the "County"**), as follows:

1. The County desires to create a regional jail authority with the Counties of Amelia, Buckingham, Lunenburg, Nottoway and Prince Edward, Virginia pursuant to the Code.
2. The name of the authority shall be the Piedmont Regional Jail Authority (**hereinafter, the "Authority"**) and the address of the Authority's principal office shall be 801 Industrial Park Road, Farmville, Virginia 23901.
3. The Counties of Amelia, Buckingham, Cumberland, Lunenburg, Nottoway and Prince Edward, Virginia shall be the initial participating political subdivisions in the Authority, and each of the said localities shall be represented by three members on the Authority's board of directors consisting of the Sheriff of each locality and two (2) members appointed by the Board of Supervisors of each locality. There shall be a total of eighteen (18) members. The initial members of the Authority shall be:

NAMES

Taylor Harvie, III
Amelia County

Amelia County

Ricky L. Walker
Amelia County Sheriff

ADDRESSES

P.O. Box A
16360 Dunn
Street, Suite 101
Amelia, Virginia
23002

P.O. Box 463
16441 Court Street
Amelia, Virginia
23002

Rebecca S. Carter
Buckingham County

P.O. Box 252
13380 West James
Anderson Hwy
Buckingham, VA
23921

Buckingham County

W.G. "Billy" Kidd, Jr.
Buckingham County
Sheriff

P.O. Box 50
Buckingham,
Virginia
23921

Vivian Giles
Cumberland County

P.O. Box 110
1 Courthouse
Circle
Cumberland,
Virginia 23040

Cumberland County

Darrell Hodges
Cumberland County
Sheriff

P.O. Box 71
Cumberland,
Virginia
23040

Tracy M. Gee
Lunenburg County

11413 Courthouse
Road
Lunenburg, VA
23952

Lunenburg County

Arthur Townsend
Lunenburg County
Sheriff

160 Courthouse
Square
Lunenburg, VA
23952

Ronald E. Roark
Nottoway County

P.O. Box 92344
West Courthouse
Road
Nottoway, VA
23955

Nottoway County

Larry J. Parrish
Nottoway County Sheriff

P.O. Box 6
266 West
Courthouse Road
Nottoway, Virginia
23955

Wade Bartlett
Prince Edward County

Post Office Box 382
Farmville, Virginia
23901

Prince Edward County

Wesley W. Reed
Prince Edward County
Sheriff

PO Box 25
Farmville, VA
23901

The terms of the office of the members, other than the aforesaid Sheriffs, shall be at the will of the governing bodies of the respective participating political subdivisions. Each individual member shall have one (1) vote on the Authority. The aforesaid Sheriffs and their duly elected successors shall serve on the Authority board of directors during their respective terms of office.

4. The purposes for which the Authority is created are acquiring, constructing, owning, equipping, maintaining and operating regional jail facilities, including, but not limited to, enlarging, renovating, and improving such facilities; acquiring the necessary real and personal property therefor, with the right of contract for the use of, or to lease, mortgage, or sell any or all of such facilities, including real property; and doing any and all things deemed by the Authority necessary, convenient and desirable for and incident to the efficient and proper development and operation of these facilities to the greatest extent allowed by applicable law.
5. There are at present no proposed capital projects or financing plans in relation to Authority jail facilities, and because there are no preliminary estimates of capital costs or financing proposals for any specific project or projects to be undertaken by the Authority, the Board of Supervisors finds that inclusion of such information in this Resolution is not practicable.
6. The Authority is instructed to take all necessary steps toward the organization, including, but not limited to, conducting an organizational meeting, and all other necessary actions
7. This resolution shall be effective immediately upon its adoption.

Date of Adoption: November 1, 2016.

CERTIFICATION OF ADOPTION OF RESOLUTION

The undersigned Clerk of the Board of Supervisors of the County of Cumberland, Virginia hereby certifies that the Resolution set forth above was adopted during an open meeting on November 1, 2016, by the Board of Supervisors with the following votes:

Aye:

Nay:

Abstentions:

Signed this 1st day of November, 2016.

By: _____
Clerk, Board of Supervisors



County of Cumberland Virginia

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF CUMBERLAND, VIRGINIA, APPROVING THE PIEDMONT REGIONAL JAIL AUTHORITY SERVICE AGREEMENT

WHEREAS, the Piedmont Regional Jail Authority (**the “Authority”**) was created by the Counties of Amelia, Buckingham, Cumberland, Lunenburg, Nottoway and Prince Edward, Virginia (**together, the “Member Jurisdictions”**) pursuant to Section 53.1-95.2 of the Code of Virginia of 1950, as amended (**the “Act”**), for the purposes of acquiring, constructing, owning, equipping, maintaining and operating regional jail facilities (**the “Jail Facilities”**);

WHEREAS, in order to pay costs of acquiring, constructing, owning, equipping, maintaining and operating the Jail Facilities, the Member Jurisdictions have agreed to pay certain amounts for services to be received in accordance with the terms of a Service Agreement between and among the Member Jurisdictions and the Authority (**the “Service Agreement”**);

WHEREAS, there has been presented to this meeting a draft of the Service Agreement which the Authority and the Member Jurisdictions propose to execute to carry out the transactions described above, copies of which shall be filed with the records of the Member Jurisdictions and the Authority.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF CUMBERLAND, VIRGINIA:

1. The Board of Supervisors (**the “Board of Supervisors”**) of the County of Cumberland, Virginia (**the “County”**) hereby approves the Service Agreement.
2. The Chairman or Vice Chairman of the Board of Supervisors, or either of them, is hereby authorized and directed to execute the Service Agreement.
3. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto and to record such document where appropriate.
4. All other acts of the officers, employees and representatives of the County that are in conformity with the purposes and intent of this resolution and in furtherance of the execution and delivery of the Service Agreement by the Member Jurisdictions are hereby approved and ratified.
5. This resolution shall take effect immediately.

Date of Adoption: November 1, 2016.

CERTIFICATION OF ADOPTION OF RESOLUTION

The undersigned Clerk of the Board of Supervisors of the County of Cumberland, Virginia hereby certifies that the Resolution set forth above was adopted during an open meeting on November 1, 2016, by the Board of Supervisors with the following votes:

Ayes

Nays

Absent

Abstentions

Signed this 1st day of November, 2016.

By: _____
Clerk, Board of Supervisors

**.PIEDMONT REGIONAL JAIL AUTHORITY
SERVICE AGREEMENT**

This Service Agreement (**the “Agreement”**) is made as of this ___ day of _____, 2016, by and among the Piedmont Regional Jail Authority (**the “Authority”**) and the counties of Amelia, Buckingham, Cumberland, Lunenburg, Nottoway and Prince Edward each of which is a political subdivision of the Commonwealth of Virginia (**collectively the “Member Jurisdictions” and individually, a “Member Jurisdiction”**).

RECITALS

WHEREAS, pursuant to Article 3.1, Title 53.1 of the Code of Virginia, of 1950, as amended, the Member Jurisdictions adopted concurrent resolutions creating the Authority for the purposes of financing, acquiring, constructing and equipping regional jail facilities (**the “Jail Facilities”**), and providing for the ongoing operation and maintenance of the Jail Facilities for the benefit of the Member Jurisdictions.

WHEREAS, in order to pay the cost of acquiring, constructing, owning, equipping, maintaining and operating the Jail Facilities, the Member Jurisdictions have agreed herein to pay certain amounts, on terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Authority and each of the Member Jurisdictions hereby agree as follows:

ARTICLE I
DEFINITIONS

The capitalized terms in this Agreement have the meanings set forth below unless the context otherwise requires.

“**Annual Budget**” has the meaning given to such term in Section 2.7.

“**Applicable Law**” mean all applicable laws, ordinances, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority and all rules, regulations, orders, interpretations, licenses and permits of any Federal, state, county, municipal, regional, foreign or other governmental body, instrumentality, agency or authority.

“**Authority**” means the Piedmont Regional Jail Authority.

“**Authority Default**” has the meaning given to such term in Section 7.1.

“**Bonds**” means revenue bonds and notes and other indebtedness issued by the Authority in one or more series for the corporate purposes of the Authority including but not limited to the financing of the design, acquisition, construction, improvement and equipping of the Jail Facilities.

“**Chief Executive Officer**” means the county administrator or other official exercising comparable authority of each Member Jurisdiction.

“**Debt Service Reserve Fund**” means the reserve fund established in Section 3.3.

“**Expenses**” mean all expenses which may reasonably be determined by the Authority to be attributable directly or indirectly to the ownership or operation of the Jail Facilities and payable as operating expenses in accordance with generally accepted accounting principles and state law, and shall also include debt service payments on indebtedness of the Authority and other capital costs, required payments to the Operating Reserve Fund, required payments to any

Debt Service Reserve Fund established in connection with Bonds and other reasonable or necessary payments required to comply with covenants imposed by the documents under which Bonds are issued.

“Facilities Charge” and **“Facilities Charges”** means the amounts payable by the Member Jurisdictions as determined in accordance with the provisions of Section 3.1(a).

“Facilities Charge Percentages” has the meaning given such term in Section 3.1(b).

“Fiscal Year” means the annual accounting period from July 1 of one year to June 30 of the following year.

“Jail Facilities” means initially the regional jail facilities located at 801 Industrial Park Road, Farmville, Virginia 23901, together with any additions or improvements thereto and any other such facilities of the Authority.

“Member Jurisdictions” means the Counties of Amelia, Buckingham, Cumberland, Lunenburg, Nottoway and Prince Edward, each a political subdivision of the Commonwealth of Virginia, and such other political subdivision or subdivisions joining the Authority as provided in Section 5.7 but excluding any political subdivisions that may have withdrawn from the Authority as provided in Section 5.8.

“Member Jurisdiction Default” has the meaning given to such term in Section 8.2.

“Net Expenses” means Expenses reduced by an amount equal to (i) revenue received from Non-Member Jurisdictions; (ii) Expenses of the Authority reimbursed by the Commonwealth of Virginia; and (iii) all other revenue received from sources other than Member Jurisdictions.

“Operating Reserve Fund” means the reserve fund established in Section 4.3.

“Non-Member Jurisdictions” means the federal government, any political subdivision or municipal corporation of the Commonwealth of Virginia or agencies thereof, any other state and the District of Columbia, which is not a member Jurisdiction.

“Non-Member Per Diem Rate” means the daily charge to Non-Member Jurisdictions for each Prisoner as determined from time to time by the Authority, , which initially shall be a rate not less than 150% of the Per Diem Rate unless specified by contract with the Authority unless specified by contract with the Authority.

“Per Diem Rate” means a uniform daily charge equal to Net Expenses divided by the total number of beds used by Member Jurisdictions in the preceding Fiscal Year divided by 365 or 366 days, as the case may be; provided, however, for purposes of computing the Per Diem Rate prior to the Fiscal Year that begins on July 1, 2016, Net Expenses shall be divided by the estimated number of beds Member Jurisdictions are expected to use in the then current Fiscal Year divided by the estimated number of days the Jail Facilities are to be available for use in such Fiscal Year.

“Prisoner(s)” has the meaning given to such term in Section 3.1.

ARTICLE II

PROVISIONS OF SERVICE, OPERATION AND MAINTENANCE

Section 2.1 Acceptance of Prisoners.

The Authority will accept Prisoners from each of the Member Jurisdictions (and to the extent space is available, from Non-Member Jurisdictions) who have been (i) duly arrested for committing a criminal offense and held over pending trial; or (ii) duly convicted of committing a criminal offense and sentenced to a term of incarceration by a court having proper jurisdiction (the **“Prisoners”**). In the event the Jail Facilities are at capacity with Prisoners, the Authority shall continue to accept all Prisoners committed to it by a Member Jurisdiction and shall be responsible for arranging incarceration of such Prisoners, for transportation thereof and for all costs associated therewith.

Section 2.2 Inmate Population. The Authority shall exercise its best efforts to keep the Jail Facilities full of Prisoners at all times. Prisoners of Member Jurisdictions shall be given a preference over those of Non-Member Jurisdictions; however, to the extent space is available, the Authority will endeavor to accept Prisoners from Non-Member Jurisdictions.

Commitment of Prisoners.

(a) Each Member Jurisdiction agrees, to the extent permitted by law: (a) to be obligated to commit promptly all of its Prisoners to the custody of the Authority and (b) to refuse to pay for the incarceration of any Prisoner committed to the custody of its Sheriff that is incarcerated in any facility other than the Jail Facilities of the Authority unless in the case of either (a) or (b): (i) commitment of any such Prisoner to a facility other than the Jail Facilities is ordered by a court of competent jurisdiction; (ii) a court of competent jurisdiction orders the Member Jurisdiction to make such a payment; or (iii) the Authority, in breach of this Agreement, refuses to accept any such Prisoner. The Member Jurisdiction shall have the right to seek reimbursement of its costs for the incarceration of any such Prisoner from the Authority, if the Authority unjustifiably refuses to accept any such Prisoner.

(b) Notwithstanding the provisions of Section 3.2(a), each Member Jurisdiction, to the extent permitted by law, may use any local jail facilities for use as temporary holding cells prior to commitment of Prisoners to the custody of the Authority.

Section 2.3 Transportation of Prisoners.

Unless the Member Jurisdictions and the Authority agree otherwise, each member jurisdiction shall be responsible for the initial transportation of Prisoners from such Member Jurisdiction to the Jail Facilities for processing and for all costs, expenses and security relating to such Prisoners during transportation. The Authority agrees to provide transportation of such

Prisoners to and from any and all court appearances and shall remain with and maintain responsibility for such Prisoners while such Prisoners await court appearance, unless otherwise agreed by the parties.

Section 2.4 Operating and Maintenance.

The Authority will equip, operate and maintain the Jail Facilities in accordance with the rules and regulations of the Virginia Board of Corrections and all other Applicable Law.

Section 2.5 Insurance.

The Authority will maintain hazard, liability or such other insurance as may be required by Applicable Law or which the Authority may deem advisable to protect the interests of the Authority and its Member Jurisdictions. Any such insurance policies shall include the Member Jurisdictions as additional insureds thereunder to the extent of their respective interests. Additionally, the Authority shall obtain surety or fiduciary bonds on Authority employees who have access to Authority funds, bank accounts, deposits or receivables.

Section 2.6 Annual Report.

Within 30 days of the end of each of the Fiscal Year quarters, the Authority will provide each Member Jurisdiction with a statement of revenues and expenditures of the Authority for the preceding quarter, including data on the utilization of the Jail Facilities by the Member Jurisdictions and other users of the Jail Facilities. The Authority will cause an annual audit to be performed and completed by November 30 of each year for the immediately preceding Fiscal Year by an independent certified public accountant. The final report shall include an estimate of the Fiscal Year-end adjustments to be paid by or credited to each Member Jurisdiction in the following Fiscal Year pursuant to Section 4.1(a)(4) to reflect actual utilization of the Jail

Facilities. A copy of the auditor's report will be delivered to the Chief Executive Officer of each Member Jurisdiction promptly upon completion.

Section 2.7 Annual Budget.

A budget committee comprised of the county administrators of each Member Jurisdiction shall prepare and provide to the members of the Jail Authority Board of Directors and to each Member Jurisdiction on or before March 1st of each year the Authority's Annual Budget for the next Fiscal Year. Such Annual Budget shall set forth the Facilities Charge Percentage for each Member Jurisdiction, the projected number of Prisoners from each Member Jurisdiction, as well as any payment adjustments that are due to be paid or credited pursuant to Section 4.1(a)(4). The Authority agrees to set, and revise as needed, the Facilities Charges sufficient to generate revenue adequate to pay Net Expenses. Within ten (10) days of any revision to the Facilities Charges, the Authority shall notify each Member Jurisdiction of such revision. The Authority shall promptly provide copies of any amendments to its Annual Budget to each Member Jurisdiction.

Each Member Jurisdiction hereby directs its Chief Executive Officer to include in each annual budget submitted to the governing body of his or her jurisdiction or in an amendment thereto, sufficient funds to cover the payment of the Facilities Charge assessed by the Authority in each Fiscal Year including any subsequent revisions thereto during the course of such year. To assist the Member Jurisdictions in estimating their obligations to the Authority, the Authority will develop a policy, which it may amend from time to time, for forecasting its revenues and expenditures over future periods of up to five years beyond the then current Fiscal Year. The forecast will be revised annually and distributed to the Member Jurisdictions during the budget setting process.

Section 2.8 Books and Records; Fiscal Agent.

The Authority will maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted accounting principles for governmental bodies, consistently applied, of all of its business and affairs related to the Jail Facilities. The books and records of account of the Authority shall be audited annually by a firm of independent public accountants selected by the Authority. The Authority may contract with one of its Member Jurisdictions for the Member Jurisdiction to serve as fiscal agent for the Authority. All books of record and account and documents in the Authority's (or its fiscal agent's) possession relating to the Jail Facilities shall at all reasonable times be open to inspection by such agents or employees of the Member Jurisdictions as they may designate.

Section 2.9 Certain Responsibilities.

The Authority will be responsible for (i) any renovation, expansion, construction and equipping of the Jail Facilities; (ii) the employment of any persons necessary for the operation and maintenance of the Jail Facilities; (iii) the adoption of rules, regulations, policies and guidelines for the operation and maintenance of the Jail Facilities, not inconsistent with the standards of the Virginia Board of Corrections; and (iv) any arrangements for financing the Jail Facilities. The Authority shall be an equal opportunity employer.

Section 2.10 Annual Per Diem Rate Calculation.

The Authority will provide each Member Jurisdiction, at least annually the calculation for the effective Per Diem Rate for such Member Jurisdiction for its usage of the Jail Facilities.

ARTICLE III

PAYMENTS

Section 3.1 Payments from Member Jurisdictions.

(a) Facilities Charges. Each quarter, the Authority, in conjunction with one or more representatives from member jurisdictions, shall establish the projected Facilities Charges for the upcoming quarter. The facilities charges are the total amounts anticipated to be needed during the upcoming quarter for the payment of Expenses after deducting anticipated revenues from all other sources. The Facilities Charge shall be invoiced quarterly by the Authority to each Member Jurisdiction and shall be payable no later than August 1, November 1, February 1 and May 1 in each year. The amount of Facilities Charges invoiced to each Member Jurisdiction shall be calculated by multiplying the total Facilities Charges for the quarter by the Member Jurisdiction's Facilities Charge Percentage as calculated in paragraph (b) below.

(b) Facilities Charge Percentages. The Facilities Charge Percentage for a Member Jurisdiction shall be that percentage of the total number of inmates incarcerated by all six Member Jurisdictions during the twelve-month period ending on the last day of the previous quarter of inmates incarcerated by the Member Jurisdiction during that twelve-month period. The percentage shall be calculated as the fraction, the numerator of which is the total number of inmates incarcerated by the Member Jurisdiction during the twelve-month period ending on the last day of the previous quarter and the denominator of which is the total number of inmates incarcerated by all six Member Jurisdictions during the twelve-month period ending on the last day of the previous quarter.

(c) If not paid when due, the Facilities Charge shall bear interest at $\frac{3}{4}\%$ per month until paid; provided, however, that this provision shall not apply in instances where Applicable

Law prescribes some other due date or late payment charge. If not paid on the date payment is due, a Member Jurisdiction shall be charged at a rate equal to one hundred fifty percent of the current member per-diem rate until all amounts due and unpaid have been fully paid. Notwithstanding any of the foregoing, any or all interest, late payment charges, or Non-Member Per Diem charges may be waived by a majority of the Jail Authority Board of Directors.

(d) The obligation of each Member Jurisdiction to pay the Facilities Charge in advance shall be subject to and contingent upon appropriations being made for such purpose by the governing body of such Member Jurisdiction.

(e) If Facilities Charges due and payable in advance as set forth in Section 3.1(a) are not paid within 30 days of their respective due dates, each Member Jurisdiction which has not paid its assessed Facilities Charges hereby agrees to pay, on a monthly basis, a rate equal to one hundred fifty percent of the current member per-diem rate for each Prisoner committed to the Jail Facilities during the preceding calendar month. All payments pursuant to this paragraph shall be due and payable not later than 30 days following the date of the Authority's invoice setting forth the amounts due for the services rendered by the Authority in housing such Member Jurisdiction's Prisoners.

(f) Commencing on the date of issuance of any Bonds, if the Authority lacks sufficient funds to pay scheduled debt service on such Bonds, or to pay any debt service reserve funding requirements, the Authority shall promptly notify the Member Jurisdictions of the amount of each insufficiency. Upon such notification, each Member Jurisdiction agrees to pay, subject to the conditions contained in this paragraph, an equal portion of such deficit. Any such payment under this paragraph shall be subject to the appropriation of funds by the governing body of each Member Jurisdiction. The governing body of each Member Jurisdiction by this

Agreement undertakes a non-binding moral obligation to appropriate such amounts, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. Each such governing body, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future Fiscal Years, hereby states its intent to make such appropriations in future Fiscal Years and hereby recommends that future governing bodies do likewise. In no event shall any obligation of any Member Jurisdiction under this Agreement be deemed to constitute a debt within the meaning of the Constitution of Virginia.

(g) The Authority shall notify all Member Jurisdictions not later than 30 days after any payment due date if a Member Jurisdiction fails to pay any charge when due, and shall pursue with diligence the collection of such past due amount. The notice shall include a statement of the Authority's intention to adjust the remaining payments due during the Fiscal Year (and thereafter if such default is not cured) from all non-defaulting Member Jurisdictions and shall state the amount of the adjusted charge. The adjustment shall be based upon a reallocation of Facilities Charge Percentages to all non-defaulting Member Jurisdictions. Upon payment in full of the amount in arrears by the defaulting Member Jurisdiction the Authority shall readjust charges to the Member Jurisdictions to pre-default levels and credit all non-defaulting Member Jurisdictions in the appropriate amount for any excess payments previously made at the default adjusted rate. The Authority shall make other adjustments as may be necessary to the Facilities Charge during the Fiscal Year to meet expenses and to comply with any covenant entered into in connection with issuance of the Bonds.

Section 3.2 Payments from other Jurisdictions.

Within the limits allowed by law, the Authority shall establish a Non-Member Per Diem Rate for the care, maintenance and subsistence of Prisoners from Non-Member Jurisdictions.

Such Non-Member Per Diem Prisoner charge shall be due and payable to the Authority from Non-Member Jurisdictions having Prisoners in the Jail Facilities no later than the fifteenth day of the month next following the month in which the charge was incurred, or otherwise as agreed in writing, between the Non-Member Jurisdiction and the Authority, and if not paid when due shall bear interest at the rate of 1% per month until paid; provided, however, that the provision as to interest on late payments shall not apply in instances where Applicable Law prescribes some other due date or late payment charge. Revenue received from all sources other than the Member Jurisdictions shall be used to pay Expenses.

Section 3.3 Operating Reserve Fund and Debt Service Reserve Fund.

Upon the issuance of any Bonds, the Authority may provide for a Debt Service Reserve Fund in an amount in accordance with the documents under which the Bonds are issued. The Authority agrees to provide for contributions to any Debt Service Reserve Fund in each of its Annual Budgets to the extent necessary to maintain the amounts therein at not less than the minimum amount required. The Debt Service Reserve Fund will be established as a separate account in accordance with the documents under which the Bonds are issued.

Section 3.4 Capital Expenditures.

All payments for capital expenditures, including, but not limited to, debt service payments on indebtedness of the Authority incurred for capital expenditures and required payments to any Debt Service Reserve Fund of the Authority incurred for capital expenditures, shall be paid by the Member Jurisdictions in equal shares.

Section 3.5 Limitation of Liability.

The only obligation of the Member Jurisdictions to pay for the establishment, operation or maintenance of the Jail Facilities arises out of this Agreement. No such obligation shall

constitute a debt of any Member Jurisdiction within the meaning of any constitutional or statutory limitation. Nothing in this Agreement shall constitute a lending of the credit of any Member Jurisdiction to the Authority or a pledge of the full faith and credit or the taxing power of any Member Jurisdiction under any provision of its charter, if any, or the Constitution of Virginia.

ARTICLE IV

ADDITIONAL AGREEMENTS

Section 4.1 Issuance of Bonds

Bonds may be issued by the Authority only upon a two-thirds vote of the total membership of the Jail Authority Board of Directors.

Commented [VG1]: Dan Siegel STRONGLY suggests making this at most a super majority vote (2/3) and NOT unanimous. I concur. In fact, he has very recent examples of why this is an extremely bad idea.

Section 4.2 Sale or Other Conveyance.

Except as specifically permitted under the documents under which any Bonds are issued, the Authority will not sell, lease, sublease, assign, convey or otherwise voluntarily dispose of any of the Jail Facilities or any material interest in the Jail Facilities unless the Bonds and any other debt incurred by the Authority have been paid or otherwise deemed paid or defeased in accordance with the agreements and other documents pursuant to which the Bonds or other debt was issued.

Section 4.3 Further Documents and Data.

The parties to this Agreement will execute and deliver all documents and perform all further acts that may be reasonably necessary to perform the obligations and consummate the transactions contemplated by this Agreement.

Section 4.4 Right to Access.

Each of the Member Jurisdictions will have reasonable access to the Jail Facilities in order to monitor the Authority's compliance with the terms of this Agreement.

Section 4.5 Confidentiality.

The Authority will maintain all records and files on the Prisoners on a confidential basis in accordance with all Applicable Law. Each of the Member Jurisdictions will maintain the confidential nature of all records and files relating to the Prisoners in accordance with all Applicable Law.

Section 4.6 Notification.

The Authority will promptly furnish to each of the Member Jurisdictions a copy of any notice or order of any governmental authority asserting that the Authority or the Jail Facilities are not in compliance in any material respect with any Applicable Law.

Section 4.7 Tax-Exemption Covenant; Continuing Disclosure.

(a) If the Authority issues Bonds in a manner such that the interest thereon is intended to be excludable from gross income for Federal income tax purposes under Section 103 (a) and related provisions of the Internal Revenue Code of 1986, as amended, and applicable rules and regulations, the Authority and each of the Member Jurisdictions agrees that, after such Bonds have been issued, they will not take any action or omit to take any action, which would adversely affect such exclusion of interest.

(b) Pursuant to Section 15c2-12 (b) of regulations issued by the Securities and Exchange Commission (**the "Rule"**), the Authority shall, and Member Jurisdictions may, be required to agree to supply certain national municipal securities information repositories for as long as the Bonds are outstanding certain financial information on an annual basis and notification of certain specified material events affecting the Authority and the Member Jurisdictions in compliance with such Rule. The requirements of this ongoing disclosure

requirement will be set forth in a continuing disclosure agreement relating to the issuance of the Bonds. Each of the Member Jurisdictions agrees to comply with the ongoing disclosure requirements described above to the extent required therein, including, but not limited to, providing the Authority with timely notice of the occurrence of any of the specified events which are material to its operations as set forth in the Rule.

Section 4.8 Additional Members.

Any city or county in Virginia may, with the approval of its governing body and with the consent of all the Member Jurisdictions, join and participate in the Authority under such additional terms and conditions for membership as may be prescribed by the Authority.

Section 4.9 Withdrawal of Membership.

(a) Any Member Jurisdiction may withdraw from membership in the Authority by resolution or ordinance of its governing body; however, no Member Jurisdiction shall be permitted to withdraw from the Authority after any Bonds have been issued and remain outstanding unless (1) the withdrawal is consented to by a two-thirds vote of the total membership of the Jail Authority Board of Directors and (2) the withdrawing Member Jurisdiction shall have agreed to pay its equal share of the costs of the Jail Facilities financed with Bonds or other indebtedness, such proportionate share to be determined by multiplying the then unpaid principal portion of the Bonds or other indebtedness by the withdrawing Member Jurisdiction's equal share plus such other amounts as shall be sufficient to pay any premium then due or to be due and interest accruing on the withdrawing Member Jurisdiction's equal share of such unpaid principal until the date the Bonds or other indebtedness shall be next eligible for redemption.

(b) The Board of Directors shall not dissolve the Authority during any period in which Bonds are outstanding without providing by way of agreement or through some other arrangement for payment or defeasance of the principal of, premium, if any, and interest then remaining to be paid on such Bonds and any expenses related thereto. Any such agreement or arrangement shall be subject to the appropriation of funds for such purpose by the governing bodies of the Member Jurisdictions.

Section 4.10 Authority Dissolution

The Authority may be dissolved upon a two-thirds vote of all members of the Jail Authority Board of Directors. Upon dissolution, all assets shall be liquidated; all debts shall be paid with operating debts, including vehicles, being paid by members at the rate of the last usage percentage and debts relating to capital expenditures being paid equally by the member jurisdictions; and all funds remaining following the liquidation of assets and payment of debts shall be divided equally among the Member Jurisdictions.

ARTICLE V

REPRESENTATIONS, WARRANTIES AND COVENANTS OF AUTHORITY

In addition to the covenants in other Articles of this Agreement, the Authority represents, warrants and covenants as follows:

Section 5.1 Organization, Authorization and Validity.

The Authority is a political subdivision of the Commonwealth of Virginia duly organized and validly existing under the laws of the Commonwealth of Virginia and has duly authorized, executed and delivered this Agreement enforceable against the Authority in accordance with the terms.

Section 5.2 Authority.

The Authority has all requisite authority to execute and deliver and perform its obligations under this Agreement and is not a party to any indenture, contract or other agreement or arrangement, the performance of which by the Authority would prevent or materially and adversely affect the Authority's ability to perform the terms of this Agreement.

Section 5.3 Non-Contravention.

The execution and delivery of this Agreement by the Authority and the consummation of the transactions contemplated in it will not conflict with or result in a breach of or constitute a default under or violate any of the terms, conditions or provisions of the resolutions creating the Authority, the bylaws of the Authority or any material indenture, contract or other agreement or arrangement to which the Authority is a party or by which any of its properties are bound, or any Applicable Law by which the Authority is bound.

Section 5.4 Litigation.

The Authority is not a party to any legal, administrative, arbitration or other proceeding or controversy pending, or, to the best of the Authority's knowledge, threatened, which would materially adversely affect the Authority's ability to perform under this Agreement.

Section 5.5 Approvals.

Except for approvals that may be required by the Virginia Board of Corrections and any approvals that may be required for reimbursements from the Commonwealth of Virginia, the Authority does not require the consent or approval of any governmental body to carry out the terms of this Agreement.

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND COVENANTS OF MEMBER JURISDICTIONS

Each of the Member Jurisdictions represents, warrants and covenants for itself as follows:

Section 6.1 Organization, Authorization and Validity.

Each of the Member Jurisdictions is a political subdivision of the Commonwealth of Virginia duly organized and validly existing under the laws of the Commonwealth of Virginia, and each has duly authorized, executed and delivered this Agreement. The obligations of each of the Member Jurisdictions in this Agreement are valid, legal and binding agreements enforceable against each of the Member Jurisdictions in accordance with the terms of this Agreement.

Section 6.2 Authority.

Each of the Member Jurisdictions has all requisite authority to execute and deliver and perform its obligations under this Agreement and is not a party to any indenture, contract or other agreement or arrangement, the performance of which by it would prevent or materially and adversely affect its individual performance under this Agreement.

Section 6.3 Non-Contravention.

The execution and delivery of this Agreement by each of the Member Jurisdictions and the consummation of the transactions contemplated herein will not conflict with or result in a breach of or constitute a default under or violate any of the terms, conditions or provisions of any charter, resolution or ordinance, any material indenture, contract or agreement or arrangement to which it is a party or by which any of its properties are bound, or any Applicable Law by which it is bound.

Section 6.4 Litigation.

None of the Member Jurisdictions is a party to any legal, administrative, arbitration, or other proceeding or controversy pending, or, to the best of its knowledge threatened, which would materially and adversely affect its ability to perform under this Agreement.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.1 Default by Authority.

The occurrence of any one or more of the following events will constitute an “Event of Default” by the Authority (“**Authority Default**”):

(a) failure of the Authority to pay principal of or interest when due on any Bonds or other temporary or permanent financing for the Jail Facilities issued or obtained by the Authority;

(b) if the Authority is for any reason rendered incapable of performing any of its material obligations under this Agreement;

(c) the Authority makes an assignment of all or a portion of its obligations under this Agreement without the prior consent of the Member Jurisdictions;

(d) the Authority defaults on any of its material obligations under any agreement pursuant to which Bonds or other temporary or permanent financing for the Jail Facilities are issued or obtained by the Authority and such default is not cured within the applicable cure period;

(e) any proceeding is instituted, with the consent or acquiescence of the Authority, for the purpose of effecting a composition between the Authority and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or

hereafter enacted, if the claims of such creditors are under any circumstances payable from the funds of the Authority; or

(f) the Authority defaults in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in this Agreement, and the default continues for thirty days after written notice specifying the default and requiring it to be remedied has been given to the Authority by any of the Member Jurisdictions.

Section 7.2 Default by Member Jurisdictions.

(a) The occurrence of any one or more of the following events will constitute an “Event of Default” by any Member Jurisdiction (“**Member Jurisdiction Default**”):

(1) failure of any of the Member Jurisdictions to make payments of Facilities Charges when due;

(2) failure of any of the Member Jurisdictions to make payments based on the Non-Member Per Diem Rate when due, if applicable;

(3) any of the Member Jurisdictions shall for any reason be rendered incapable of fulfilling its obligations under this Agreement; or

(4) any proceeding is instituted, with the consent or acquiescence of any of the Member Jurisdictions, for the purpose of effecting a composition between such Member Jurisdiction and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the funds of such Member Jurisdiction; or

(5) any of the Member Jurisdictions defaults in the due and punctual performance of any of the other covenants, conditions, agreements and provisions

contained in this Agreement, and the default continues for thirty days after written notice specifying the default and requiring it to be remedied has been given to such Member Jurisdiction by the Authority.

Notwithstanding anything contained in this Section to the contrary, (1) failure by a Member Jurisdiction to pay when due any payment required to be made under this Agreement (other than payments due pursuant to Section 4.1(c)) or (2) failure by a Member Jurisdiction to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, either of which results from failure of such Member Jurisdiction to appropriate moneys for such purposes shall not constitute a Member Jurisdiction Default. Upon any such failure to appropriate, the provisions of Section 8.4(b) shall be applicable.

Section 7.3 Remedies of Member Jurisdictions.

Upon the occurrence of an Authority Default, any of the Member Jurisdictions, after giving notice of such Authority Default to all parties, may bring suit by mandamus or other appropriate proceeding to require the Authority to perform its duties under this Agreement or to enjoin any acts in violation of this Agreement.

Section 7.4 Remedies of Authority.

(a) Upon the occurrence of a Member Jurisdiction Default, the Authority, after giving notice of such Member Jurisdiction Default to all parties, may bring suit by mandamus or other appropriate proceeding to require the defaulting Member Jurisdiction to perform its duties under this Agreement or to enjoin any acts in violation of this Agreement. The Authority may also refuse to accept Prisoners from such defaulting Member Jurisdiction until the default has been cured.

(b) If by June 30th of any year the governing body of a Member Jurisdiction has failed to appropriate moneys sufficient for the payment in the following Fiscal Year of its (i) Facilities Charges pursuant to the provisions Section 4.1(a)(2), the Chief Executive Officer of such Member Jurisdiction shall give notice to the Authority of such failure within five (5) business days thereafter, and if no such appropriation has been made by the following August 1, the Authority may declare due and payable the Member Jurisdiction's proportionate share of the costs of the Jail Facilities financed with Bonds or other indebtedness, such proportionate share of costs to be determined as set forth in Section 5.8(a)(2), provided; however, such share shall be subject to annual appropriation by the governing body of such Member Jurisdiction. The Authority may also refuse to accept Prisoners from any Member Jurisdiction which fails to appropriate sums sufficient to meet its obligations under this Agreement.

Section 7.5 Remedies Not Exclusive.

No remedy in this Agreement conferred upon or reserved to the parties is intended to be exclusive of any other remedy; and each remedy is cumulative and in addition to every other remedy given under this Agreement or hereafter existing at law, in equity or by statute.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Severability of Invalid Provisions.

If any clause, sentence, provision or section of this Agreement is held to be illegal or invalid by any Court, the invalidity of the clause, sentence, provision or section will not affect any of the remaining clauses, sentences, provisions or sections, and this Agreement will be

construed and enforced as if the illegal or invalid clause, sentence, provision or section had not been contained in it.

Section 8.2 Notices.

Any notice or other communication under or in connection with this Agreement shall be in writing and shall be effective when delivered in person or sent in the United States mail, postage prepaid, to the following persons and addresses or to such other persons and addresses as any of such persons may from time to time specify in writing.

If to the Authority:

Superintendent
Piedmont Regional Jail Authority
801 Industrial Park Road
Farmville, Virginia 23901

If to Amelia County:

County Administrator
P.O. Box A
16360 Dunn Street, Suite 101
Amelia, Virginia 23002

If to Buckingham County:

County Administrator
P.O. Box 252
13380 West James Anderson Hwy
Buckingham, VA 23921

If to Cumberland County:

County Administrator
P.O. Box 110
1 Courthouse Circle
Cumberland, Virginia 23040

If to Lunenburg County:

County Administrator
11413 Courthouse Road

Lunenburg, VA 23952

If to Nottoway County:

County Administrator
P.O. Box 92344
West Courthouse Road
Nottoway, VA 23955

If to Prince Edward County:

County Administrator
Post Office Box 382
Farmville, Virginia 23901

Section 8.3 Execution of Agreement.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original having identical legal effect.

Section 8.4 Governing Law.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia.

Section 8.5 Amendments.

This Agreement may be changed or amended only with the consent of the Authority and each of the Member Jurisdictions. After the issuance of Bonds, no such change or amendment shall be effective which would cause a violation of any provision of any resolution, indenture or agreement pursuant to which the Bonds or other temporary or permanent financing for the Jail Facilities are issued or obtained by the Authority.

Section 8.6 Effective Date of Agreement.

This Agreement will be effective from the date of its execution and delivery by all of the Member Jurisdictions and the Authority.

Section 8.7 Waiver.

Any waiver by any party of its rights under this Agreement must be in writing and will not be deemed a waiver with respect to any matter not specifically covered. Nothing in this Agreement authorizes the waiver of any Member Jurisdiction's obligation to make payments when due of all monies required to be paid by the Member Jurisdictions under the terms of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date above written.

PIEDMONT REGIONAL JAIL AUTHORITY

BY: _____
CHAIRMAN

COUNTY OF AMELIA, VIRGINIA

BY: _____
CHAIRMAN

COUNTY OF BUCKINGHAM, VIRGINIA

BY: _____
CHAIRMAN

COUNTY OF CUMBERLAND, VIRGINIA

BY: _____
CHAIRMAN

COUNTY OF LUNENBURG, VIRGINIA

BY: _____
CHAIRMAN

COUNTY OF NOTTOWAY, VIRGINIA

BY: _____
CHAIRMAN

COUNTY OF PRINCE EDWARD, VIRGINIA

BY: _____
CHAIRMAN

TABLE OF CONTENTS

ARTICLE I DEFINITIONS 2

ARTICLE II [RESERVED] **Error! Bookmark not defined.**

ARTICLE III PROVISIONS OF SERVICE, OPERATION AND MAINTENANCE 4

 Section 3.1 Acceptance of Prisoners 4

 Section 3.3 Transportation of Prisoners 5

 Section 3.4 Operating and Maintenance 6

 Section 3.5 Insurance 6

 Section 3.6 Annual Report 6

 Section 3.7 Annual Budget 7

 Section 3.8 Books and Records; Fiscal Agent 8

 Section 3.9 Certain Responsibilities 8

 Section 3.10 Annual Per Diem Rate Calculation 8

ARTICLE IV PAYMENTS 9

 Section 4.1 Payments from Member Jurisdictions 9

 Section 4.2 Payments from other Jurisdictions 11

 Section 4.3 Operating Reserve Fund and Debt Service Reserve Fund 12

 Section 4.4 Limitation of Liability 12

ARTICLE V ADDITIONAL AGREEMENTS 13

 Section 5.1 Sale or Other Conveyance 13

 Section 5.2 Further Documents and Data 13

 Section 5.3 Right to Access 13

 Section 5.4 Confidentiality 14

 Section 5.5 Notification 14

 Section 5.6 Tax-Exemption Covenant; Continuing Disclosure 14

 Section 5.7 Additional Members 15

 Section 5.8 Withdrawal of Membership 15

ARTICLE VI REPRESENTATIONS, WARRANTIES AND COVENANTS OF AUTHORITY 16

 Section 6.1 Organization, Authorization and Validity 16

 Section 6.2 Authority 17

 Section 6.3 Non-Contravention 17

 Section 6.4 Litigation 17

 Section 6.5 Approvals 17

ARTICLE VII REPRESENTATIONS, WARRANTIES AND COVENANTS OF MEMBER JURISDICTIONS 18

 Section 7.1 Organization, Authorization and Validity 18

 Section 7.2 Authority 18

 Section 7.3 Non-Contravention 18

 Section 7.4 Litigation 18

ARTICLE VIII DEFAULTS AND REMEDIES 19

 Section 8.1 Default by Authority 19

Section 8.2	<u>Default by Member Jurisdictions</u>	20
Section 8.3	<u>Remedies of Member Jurisdictions</u>	21
Section 8.4	<u>Remedies of Authority</u>	21
Section 8.5	<u>Remedies Not Exclusive</u>	22
ARTICLE IX	MISCELLANEOUS	22
Section 9.1	<u>Severability of Invalid Provisions</u>	22
Section 9.2	<u>Notices</u>	23
Section 9.3	<u>Execution of Agreement</u>	24
Section 9.4	<u>Governing Law</u>	24
Section 9.5	<u>Amendments</u>	24
Section 9.6	<u>Effective Date of Agreement</u>	24
Section 9.7	<u>Waiver</u>	24



DATE: October 25, 2016
TO: Cumberland County Board of Supervisors
FROM: Vivian Seay Giles
RE: November 1, 2016 Board Agenda Item
Holiday Calendar

Recommendation

Designate Friday, December 30, 2016 as an additional holiday for the 2016 holiday season.

Information

Because both Christmas Day and New Year's Day fall on weekends this year, I am requesting that our employees have consecutive four-day weekends to celebrate the holidays with their families. In order to accomplish this, the Board of Supervisors would need to add Friday, December 30, 2016 as an additional holiday. All other days have been granted by previous Board action or by adoption of the Commonwealth's holiday calendar.

** GENERAL FUND REVENUES**

Monthly Financial Report To Council For October 2016

	Estimated 2016/2017 Budget to Date -----	Actual 2016/2017 Budget to Date -----	(Over) or Under Budget to Date -----
Revenue			
Balance Forward		3,844,310.17	
Fund Revenue	38,733,101.90	10,529,138.11	28,203,963.79
Total Revenue	38,733,101.90	14,373,448.28	24,359,653.62
Expenditures			
* Board of Supervisors *	45,838.00	16,933.68	28,904.32
* County Administrator *	352,420.00	90,383.07	262,036.93
	5,000.00		5,000.00
* Legal Services *		27,224.00	(27,224.00)
* Independent Auditor *	34,500.00	632.50	33,867.50
* Commissioner of Revenue *	229,771.00	77,905.00	151,866.00
* Treasurer *	277,133.00	92,967.62	184,165.38
* Accounting *	115,032.00	33,991.71	81,040.29
* Data Processing *	216,256.00	65,572.42	150,683.58
* Electoral Board *	25,076.00	2,281.08	22,794.92
* Registrar *	84,556.00	30,462.43	54,093.57
* Circuit Court *	14,810.00	225.76	14,584.24
* General District Court *	10,210.00	877.63	9,332.37
* Magistrate *	575.00	51.14	523.86
* Clerk of Circuit Court *	222,117.00	71,816.24	150,300.76
* Law Library *	1,000.00	501.15	498.85
		35.00	(35.00)
* Victim and Witness Assistance *		1,785.46	(1,785.46)
* Commonwealth's Attorney *	207,854.00	68,283.02	139,570.98
* Sheriff *	1,511,472.90	533,709.75	977,763.15
* School Resource Officer *	62,016.00	20,709.99	41,306.01
* E911 *	23,100.00	9,605.27	13,494.73
Cumberland Vol.FIRE DEPT	39,500.00	19,750.00	19,750.00
Cartersville Volun.	39,500.00	19,750.00	19,750.00
Cumberland Vol. Rescue Squad	39,500.00		39,500.00
Prince Edward Vol. Rescue Squad	9,500.00	4,750.00	4,750.00
Randolph Fire Dept.	39,500.00	19,750.00	19,750.00
Cartersville Vol. Rescue Squad	37,970.00	18,985.00	18,985.00
Chesterfield Med-Flight Program	300.00	2,454.42	(2,154.42)
* Forestry Service *	8,705.00	8,705.34	(.34)
* Emergency Services *	17,102.00	1,500.00	15,602.00
* Probation Office *	1,328.00	315.77	1,012.23
* Correction & Detention *	275,000.00	142,563.60	132,436.40
* Building Inspections *	113,265.00	43,026.76	70,238.24
* Animal Control *	112,346.00	36,867.49	75,478.51
* Medical Examiner *	200.00		200.00
* Refuse Disposal *	596,376.00	194,929.71	401,446.29
* General Properties *	681,038.00	207,905.35	473,132.65
* Supplement of Local Health Dept *	98,753.00	46,876.17	51,876.83
* Chapter 10 Board - Crossroads *	34,000.00	17,000.00	17,000.00
* CSA Management *	31,517.00	12,351.32	19,165.68
* Community Colleges *	7,000.00	3,516.00	3,484.00

** GENERAL FUND REVENUES**

Monthly Financial Report To Council For October 2016

	Estimated 2016/2017 Budget to Date -----	Actual 2016/2017 Budget to Date -----	(Over) or Under Budget to Date -----
Expenditures			
* Recreation *	64,699.00	11,948.34	52,750.66
* Local Library *	115,450.00	57,725.00	57,725.00
* Planning Commission *	9,950.00	2,140.99	7,809.01
* Planning/Zoning Dept. *	67,403.00	20,288.08	47,114.92
* Community & Economic Developmnt *	19,052.00	10,965.76	8,086.24
* Board of Zoning Appeals *	650.00		650.00
Clothes Closet		5.86	(5.86)
	10,570.00		10,570.00
* Farmville Area Chamber of Commerc	1,500.00	750.00	750.00
* Longwood Small Bus. Dev. Ctr. *	3,000.00	1,500.00	1,500.00
* Southside Violence Prevention *	5,000.00	2,500.00	2,500.00
Peter Francisco SWD	10,000.00	5,000.00	5,000.00
* Extension Agents *	50,563.00	636.66	49,926.34
	2,500.00		2,500.00
* NONDEPARTMENTAL *	16,000.00	2,371.90	13,628.10
TRANSFERS	8,094,568.00	1,966,662.99	6,127,905.01
COMMONWEALTH'S ATTORNEY		3,853.15	(3,853.15)
SHERIFF	55,000.00	2,800.00	52,200.00
HEALTH INSURANCE	2,100,000.00	617,900.47	1,482,099.53
DENTAL INSURANCE	132,875.00	30,873.42	102,001.58
PATIENT CENTERED OUTCOME FEE(PCOR)		563.68	(563.68)
* Administration *	1,302,121.00	306,431.12	995,689.88
	15,005,885.00	2,731,910.17	12,273,974.83
	1,160,759.00	226,439.24	934,319.76
* Vehicle Upgrades & Replacement *		33,941.26	(33,941.26)
Randolph Community Center		12,152.75	(12,152.75)
		66,293.57	(66,293.57)
* Elementary School - Lit Loan *	221,667.00		221,667.00
* COPS97 Loan *	373,788.00	362,312.50	11,475.50
* High/Middle School - VPSA Loan *	922,501.00	743,931.24	178,569.76
PUBLIC FACILITY NOTE 2009	389,759.00	47,571.24	342,187.76
* AMERESCO *	145,952.00	145,952.00	
* SunTrust Loan-HS/MS *	1,491,402.00		1,491,402.00
* Suntrust Loan - Courthouse *	248,697.00	232,583.95	16,113.05
	500,000.00	128,303.02	371,696.98
* SEWER FUND - Enterprise Fund *	311,415.00	89,982.12	221,432.88
* WATER FUND - ENTERPRISE FUND *	130,425.00	41,892.18	88,532.82
COMMUNITY CENTER PURCHASE	125,314.00	33,806.98	91,507.02
MADISON INDUSTRIAL PARK		491,483.82	(491,483.82)
	23,500.00	7,140.35	16,359.65
Total Expenditure	38,733,101.90	10,387,564.66	28,345,537.24
Total Revenues			
Less Total Expenditures		3,985,883.62	(3,985,883.62)

ACCT# DESCRIPTION BUDGET APPR. CURRENT Y-T-D BALANCE UNCOLLECTED

AMOUNT AMOUNT AMOUNT AMOUNT AMOUNT AMOUNT AMOUNT

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FUND # -100

1101	** Real Estate Taxes **	5,585,000.00	5,585,000.00	1,123,948.63	1,394,223.14	4,190,776.86	75.03
1102	* Real/Personal Public Service *	775,000.00	775,000.00	224,171.68	224,171.68	550,828.32	71.07
1103	* Personal Property Taxes *	1,806,000.00	1,806,000.00	226,504.41	610,565.79	1,195,434.21	66.19
1104	* Machinery & Tools *	115,000.00	115,000.00	35,731.03	60,748.13	54,251.87	47.17
1106	* Penalties & Interest *	259,000.00	259,000.00	7,621.39	48,580.29	210,419.71	81.24
1201	* Local Sales & Use Taxes *	425,000.00	425,000.00	.00	117,147.05	307,852.95	72.43
1202	* Consumer' Utility Taxes *	172,000.00	172,000.00	3,785.33	47,779.73	124,220.27	72.22
1203	* Business License Taxes *	107,000.00	107,000.00	1,091.70	12,566.12	94,433.88	88.25
1204	* Franchise License Taxes *	10,000.00	10,000.00	.00	.00	10,000.00	100.00
1205	* Motor Vehicle License Tax *	230,000.00	230,000.00	22,436.43	63,823.44	166,176.56	72.25
1207	* Taxes On Recordation & Wills *	45,000.00	45,000.00	4,568.59	17,931.01	27,068.99	60.15
1301	* Animal Licenses *	8,000.00	8,000.00	4.00	106.00	7,894.00	98.67
1303	* Permits & Other Licenses *	52,000.00	52,000.00	1,944.84	12,740.12	39,259.88	75.49
1401	* Court Fines & Forfeitures *	145,000.00	145,000.00	6,873.43	30,178.40	114,821.60	79.18
1501	* Revenue From Use Of Money *	35,000.00	35,000.00	.00	2,076.62	32,923.38	94.06
1502	* Revenue From Use Of Property *	15,000.00	15,000.00	340.00	2,960.00	12,040.00	80.26
1601	* Court Costs *	48,360.00	48,360.00	3,984.01	16,186.65	32,173.35	66.52
1602	* Commonwealth's Attorney Fees *	900.00	900.00	124.63	275.67	624.33	69.37
1603	* Charges For Law Enforcement *	40,000.00	40,000.00	.00	.00	40,000.00	100.00
1608	* Charges Sanitation & Removal *	600.00	600.00	321.00	527.00	73.00	12.16
1612	* REC DEPT - ADULT LEAGUE FEES *	3,500.00	3,500.00	.00	.00	3,500.00	100.00
1613	* Charges For Parks & Recreation *	21,000.00	21,000.00	50.00	1,448.74	19,551.26	93.10
1616	* Charges For Planning / Com Dev *	2,000.00	2,000.00	325.00	800.00	1,200.00	60.00
1899	* Miscellaneous *	1,670,940.00	1,679,414.90	2,704.92	1,150,871.92	528,542.98	31.47
2101	* Service Charges *	48,000.00	48,000.00	.00	46,225.88	1,774.12	3.69
2201	**NON-CATEGORICAL AID**	1,295,535.00	1,295,535.00	1,222.89	146,393.32	1,149,141.68	88.70
2301	* Commonwealth Attorney *	156,000.00	156,000.00	.00	40,185.81	115,814.19	74.23
2302	* Sheriff *	561,533.00	561,533.00	.00	122,610.58	438,922.42	78.16
2303	* Commissioner Of Revenue *	76,000.00	76,000.00	.00	19,089.09	56,910.91	74.88
2304	* Treasurer *	93,000.00	93,000.00	.00	22,002.54	70,997.46	76.34
2306	* Registrar/Electorat Boards *	38,199.00	38,199.00	.00	.00	38,199.00	100.00
2307	* Clerk Of The Circuit Court *	144,000.00	144,000.00	.00	36,638.43	107,361.57	74.55
2308	* DMV License Agent *	18,000.00	18,000.00	.00	4,835.65	13,164.35	73.13
2404	**GRANT FUNDS**	58,000.00	58,000.00	.00	12,686.84	45,313.16	78.12
3301	**GRANT FUNDS**	24,000.00	24,000.00	.00	.00	24,000.00	100.00
	-- FUND TOTAL--	14,083,567.00	14,092,041.90	1,667,653.91	4,266,375.64	9,825,666.26	69.72

FUND # -150

1501	INTEREST-STATE	.00	.00	.00	17.08	17.08	100.00
2402	ASSET FORFEITURE REVENUE (STATE)	25,000.00	25,000.00	.00	.00	25,000.00	100.00
4106	** Carryover Balance **	30,000.00	30,000.00	.00	.00	30,000.00	100.00
	-- FUND TOTAL--	55,000.00	55,000.00	.00	17.08	54,982.92	99.96

ACCT# DESCRIPTION

BUDGET AMOUNT

APPR. AMOUNT

CURRENT AMOUNT

Y-T-D AMOUNT

BALANCE UNCOLLECTED

*

FUND # -170

1902	HEALTH INSURANCE CONTRIBUTIONS	2,110,000.00	2,110,000.00	56,053.01	714,415.42	1,395,584.58	66.14
2000	DENTAL INSURANCE CONTRIBUTIONS	116,600.00	116,600.00	3,296.60	39,645.22	76,954.78	65.99
2002	BALANCE FORWARD	6,275.00	6,275.00	.00	.00	6,275.00	100.00

-- FUND TOTAL--

1,478,814.36

FUND # -201

1899	* Miscellaneous Revenue *	.00	.00	.00	1,121.33	1,121.33	100.00
2401	* Welfare *	170,646.00	170,646.00	.00	98,933.93	71,712.07	42.02
3305	* Social Services *	812,406.00	812,406.00	.00	167,383.79	645,022.21	79.39
4105	* Fund Transfers *	319,069.00	319,069.00	.00	38,992.07	280,076.93	87.77

-- FUND TOTAL--

995,689.88

FUND # -205

1803	* Expenditure Refunds *	.00	.00	17,416.05	89,128.93	89,128.93	100.00
1899	* Miscellaneous Revenue *	287,299.00	287,299.00	.00	215.52	287,083.48	99.92
2402	* State Education *	9,227,170.00	9,227,170.00	.00	1,971,602.53	7,255,567.47	78.63
3302	* Education *	1,716,997.00	1,716,997.00	.00	361,929.32	1,355,067.68	78.92
4105	* Fund Transfers *	3,774,419.00	3,774,419.00	.00	326,449.92	3,447,969.08	91.35

-- FUND TOTAL--

12,256,558.78

FUND # -207

1501	* INTEREST ON BANK DEPOSITS *	.00	.00	.00	440.10	440.10	100.00
1899	** MISC REVENUE **	.00	.00	.00	1,249.20	1,249.20	100.00
1901	** LOCAL CONTRIBUTIONS **	464,560.00	464,560.00	.00	422,061.04	42,498.96	9.14
2404	** STATE FUNDS **	696,199.00	696,199.00	.00	.00	696,199.00	100.00

-- FUND TOTAL--

737,008.66

FUND # -302

1501	* Interest On Bank Deposits *	.00	.00	.00	15.50	15.50	100.00
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-- FUND TOTAL--

15.50

FUND # -401

1501	**INTEREST**	24,000.00	24,000.00	.00	12,308.64	11,691.36	48.71
4105	** Transfers **	3,769,766.00	3,769,766.00	.00	1,519,907.00	2,249,859.00	59.68

-- FUND TOTAL--

2,261,550.36

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE UNCOLLECTED
FUND #-500						
2404	*REVENUE FROM STATE*	350,000.00	350,000.00	.00	179,538.82	170,461.18 48.70
4105	*TRANSFERS*	150,000.00	150,000.00	.00	.00	150,000.00 100.00
	--FUND TOTAL--	500,000.00	500,000.00	.00	179,538.82	320,461.18 64.09
FUND #-501						
1501	**INTEREST REVENUE**	.00	.00	.00	27.78	27.78- 100.00-
1619	**CHARGES & FEES**	416,000.00	416,000.00	32,019.69	122,117.22	293,882.78 70.64
1620	SEWER LATE PAYMENT PENALTY	10,200.00	10,200.00	653.83	2,147.32	8,052.68 78.94
1630	**ADMIN FEES/CHARGES**	15,640.00	15,640.00	1,330.00	5,430.42	10,209.58 65.27
1803	MISCELLANEOUS	.00	.00	.00	732.00	732.00- 100.00-
	--FUND TOTAL--	441,840.00	441,840.00	34,003.52	130,454.74	311,385.26 70.47
FUND #-515						
1501	INTEREST SEWER RESERVE	.00	.00	.00	181.00	181.00- 100.00-
	--FUND TOTAL--	.00	.00	.00	181.00	181.00- 100.00-
FUND #-540						
1501	INTEREST WATER RESERVE	.00	.00	.00	26.41	26.41- 100.00-
	--FUND TOTAL--	.00	.00	.00	26.41	26.41- 100.00-
FUND #-545						
1501	INTEREST	.00	.00	.00	1.43	1.43- 100.00-
	--FUND TOTAL--	.00	.00	.00	1.43	1.43- 100.00-
FUND #-550						
1501	**INTEREST REVENUE**	.00	.00	.00	12.78	12.78- 100.00-
	--FUND TOTAL--	.00	.00	.00	12.78	12.78- 100.00-
FUND #-580						
1501	INTEREST REVENUE	.00	.00	.00	1.07	1.07- 100.00-
	--FUND TOTAL--	.00	.00	.00	1.07	1.07- 100.00-
FUND #-715						
1899	Rent of General Property	44,000.00	44,000.00	3,700.00	14,800.00	29,200.00 66.36

10/26/2016

GL060AA

CUMBERLAND CO

REVENUE SUMMARY

7/01/2016 - 10/26/2016

15:51

PAGE 5

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	UNCOLLECTED
2404	**GRANT FUNDS**	.00	.00	85,733.00	85,733.00	85,733.00	100.00
4105	Transfer from General Fund	81,314.00	81,314.00	.00	81,314.00	.00	.00
	--FUND TOTAL--	125,314.00	125,314.00	85,433.00	161,847.00	56,533.00	45.11
FUND #-733							
1899	* Miscellaneous Revenue *	20,000.00	20,000.00	650.00	4,882.68	15,117.32	75.58
3305	* FEDERAL FUNDS*	3,500.00	3,500.00	.00	.00	3,500.00	100.00
	--FUND TOTAL--	23,500.00	23,500.00	650.00	4,882.68	18,617.32	79.22
	--FINAL TOTAL--	38,724,627.00	38,733,101.90	1,868,506.09	10,529,138.11	28,203,963.79	72.81

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAINING
11010	* Board of Supervisors *	45,838.00	45,838.00	3,245.03	16,933.68	.00	28,904.32	63.05
12100	* County Administrator *	352,420.00	352,420.00	23,192.23	90,383.07	.00	262,036.93	74.35
12200	VRS	5,000.00	5,000.00	.00	.00	.00	5,000.00	100.00
12210	* Legal Services *	.00	.00	8,476.00	27,224.00	.00	27,224.00	100.00
12240	* Independent Auditor *	34,500.00	34,500.00	632.50	632.50	.00	33,867.50	98.16
12310	* Commissioner of Revenue *	229,771.00	229,771.00	21,077.08	77,905.00	.00	151,866.00	66.09
12410	* Treasurer *	277,133.00	277,133.00	22,140.68	92,967.62	.00	184,165.38	66.45
12430	* Accounting *	115,032.00	115,032.00	8,550.93	33,991.71	.00	81,040.29	70.45
12510	* Data Processing *	216,256.00	216,256.00	13,450.54	65,572.42	.00	150,683.58	69.67
13100	* Electoral Board *	25,076.00	25,076.00	568.78	2,281.08	.00	22,794.92	90.90
13200	* Registrar *	84,556.00	84,556.00	8,224.57	30,462.43	.00	54,093.57	63.97
21100	* Circuit Court *	14,810.00	14,810.00	215.86	225.76	.00	14,584.24	98.47
21200	* General District Court *	10,210.00	10,210.00	380.52	877.63	.00	9,332.37	91.40
21300	* Magistrate *	575.00	575.00	11.72	51.14	.00	523.86	91.10
21600	* Clerk of Circuit Court *	222,117.00	222,117.00	20,237.41	71,816.24	.00	150,300.76	67.66
21800	* Law Library *	1,000.00	1,000.00	380.99	501.15	.00	498.85	49.88
21900	TELECOMMUNICATIONS	.00	.00	35.00	35.00	.00	35.00	100.00
21910	* Victim and Witness Assistance *	.00	.00	1,785.46	1,785.46	.00	1,785.46	100.00
22100	* Commonwealth's Attorney *	207,854.00	207,854.00	16,646.32	68,283.02	.00	139,570.98	67.14
31200	* Sheriff *	1,502,998.00	1,511,472.90	128,531.73	533,709.75	.00	977,763.15	64.68
31250	* School Resource Officer *	62,016.00	62,016.00	5,183.30	41,309.99	.00	41,309.99	66.60
31400	* E911 *	23,100.00	23,100.00	383.26	9,605.27	.00	13,494.73	58.41
32221	*Cumberland Vol. FIRE DEPT*	39,500.00	39,500.00	.00	19,750.00	.00	19,750.00	50.00
32222	*Cartersville Volun.*	39,500.00	39,500.00	.00	19,750.00	.00	19,750.00	50.00
32301	*Cumberland Vol. Rescue Squad*	39,500.00	39,500.00	.00	.00	.00	39,500.00	100.00
32302	*Prince Edward Vol. Rescue Squad*	9,500.00	9,500.00	.00	4,750.00	.00	4,750.00	50.00
32303	*Randolph Fire Dept.*	39,500.00	39,500.00	.00	19,750.00	.00	19,750.00	50.00
32304	*Cartersville Vol. Rescue Squad*	37,970.00	37,970.00	.00	18,985.00	.00	18,985.00	50.00
32306	*Chesterfield Med-Flight Program*	300.00	300.00	1,550.16	2,454.42	.00	2,154.42	718.14
32400	* Forestry Service *	8,705.00	8,705.00	8,705.34	8,705.34	.00	.34	.00
32500	* Emergency Services *	17,102.00	17,102.00	.00	1,500.00	.00	15,602.00	91.22
33000	* Probation Office *	1,328.00	1,328.00	59.77	315.77	.00	1,012.23	76.22
33400	* Correction & Detention *	275,000.00	275,000.00	59,051.54	142,563.60	.00	132,436.40	48.15
34100	* Building Inspections *	113,265.00	113,265.00	10,353.04	43,026.76	.00	70,238.24	62.01
35100	* Animal Control *	112,346.00	112,346.00	8,542.05	36,867.49	.00	75,478.51	67.18
35300	* Medical Examiner *	200.00	200.00	.00	.00	.00	200.00	100.00
42400	* Refuse Disposal *	596,376.00	596,376.00	100,307.84	194,929.71	.00	401,446.29	67.31
43200	* General Properties *	681,038.00	681,038.00	47,962.95	207,905.35	.00	473,132.65	69.47
51200	* Supplement of Local Health Dept *	98,753.00	98,753.00	22,187.92	46,876.17	.00	51,876.83	52.53
52500	* Chapter 10 Board - Crossroads *	34,000.00	34,000.00	.00	17,000.00	.00	17,000.00	50.00
61230	* CSA Management *	31,517.00	31,517.00	2,843.04	12,351.32	.00	19,165.68	60.81
68000	* Community Colleges *	7,000.00	7,000.00	.00	3,516.00	.00	3,484.00	49.77
71500	* Recreation *	64,699.00	64,699.00	1,035.92	11,948.34	.00	52,750.66	81.53
73100	* Local Library *	115,450.00	115,450.00	.00	57,725.00	.00	57,725.00	50.00
81100	* Planning Commission *	9,950.00	9,950.00	1,066.32	2,140.99	.00	7,809.01	78.48
81110	* Planning/Zoning Dept. *	67,403.00	67,403.00	4,820.05	20,288.08	.00	47,114.92	69.90
81200	* Community & Economic Development *	19,052.00	19,052.00	.00	10,965.76	.00	8,086.24	42.44

10/26/2016

GL060AA

CUMBERLAND CO

EXPENDITURE SUMMARY
7/01/2016 - 10/26/2016

PAGE 7

TIME 15:51

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	REMAINING
81400	* Board of Zoning Appeals *	650.00	650.00	.00	.00	.00	650.00	100.00
81513	*Clothes Closet*	.00	.00	5.86	5.86	.00	5.86	100.00-
81514	Transportation	10,570.00	10,570.00	.00	.00	.00	10,570.00	100.00
81535	* Farmville Area Chamber of Commc	1,500.00	1,500.00	.00	750.00	.00	750.00	50.00
81541	* Longwood Small Bus. Dev. Ctr. *	3,000.00	3,000.00	.00	1,500.00	.00	1,500.00	50.00
81542	* Southside Violence Prevention *	5,000.00	5,000.00	.00	2,500.00	.00	2,500.00	50.00
82401	*Peter Francisco SWD*	10,000.00	10,000.00	.00	5,000.00	.00	5,000.00	50.00
83500	* Extension Agents *	50,563.00	50,563.00	170.02	636.66	.00	49,926.34	98.74
83501	holiday lake 4-h educational center	2,500.00	2,500.00	.00	.00	.00	2,500.00	100.00
90000	* NONDEPARTMENTAL *	16,000.00	16,000.00	1,790.10	2,371.90	.00	13,628.10	85.17
93100	**TRANSFERS**	8,094,568.00	8,094,568.00	.00	1,966,662.99	.00	6,127,905.01	75.70
	-- FUND TOTAL--	14,083,567.00	14,092,041.90	553,801.83	4,029,446.43	.00	10,062,595.47	71.40

FUND #150

22100 COMMONWEALTH'S ATTORNEY
31200 SHERIFF

		55,000.00	55,000.00	.00	3,853.15	.00	3,853.15	100.00-
	-- FUND TOTAL--	55,000.00	55,000.00	.00	2,800.00	.00	52,200.00	94.90
					6,653.15	.00	48,346.85	87.90

FUND #170

62100 HEALTH INSURANCE
63100 DENTAL INSURANCE
64100 PATIENT CENTERED OUTCOME FEE(PCOR)

		2,100,000.00	2,100,000.00	.00	617,900.47	.00	1,482,099.53	70.57
		132,875.00	132,875.00	.00	30,873.42	.00	102,001.58	76.76
		.00	.00	.00	563.68	.00	563.68	100.00-
	-- FUND TOTAL--	2,232,875.00	2,232,875.00	.00	649,337.57	.00	1,583,537.43	70.91

FUND #201

53100 * Administration *

		1,302,121.00	1,302,121.00	.00	306,431.12	.00	995,689.88	76.46
	-- FUND TOTAL--	1,302,121.00	1,302,121.00	.00	306,431.12	.00	995,689.88	76.46

FUND #205

61100

		15,005,885.00	15,005,885.00	.00	2,731,910.17	.00	12,273,974.83	81.79
	-- FUND TOTAL--	15,005,885.00	15,005,885.00	.00	2,731,910.17	.00	12,273,974.83	81.79

FUND #207

61100 GOVERNOR'S SCHOOL EXPENDITURES

		1,160,759.00	1,160,759.00	.00	226,439.24	.00	934,319.76	80.49
	-- FUND TOTAL--	1,160,759.00	1,160,759.00	.00	226,439.24	.00	934,319.76	80.49

ACCT# DESCRIPTION

BUDGET AMOUNT

APPR. AMOUNT

CURRENT AMOUNT

Y-T-D AMOUNT

ENCUMBRANCE AMOUNT

UNENCUMBERED BALANCE

% REMAINING

FUND # -302

94337 * Vehicle Upgrades & Replacement *

94380 *Randolph Community Center*

95150 Real Property Acquisition

--FUND TOTAL--

FUND # -401

67200 * Elementary School - Lit Loan *

67400 * COPS97 Loan *

67500 * High/Middle School - VPSA Loan *

67700 PUBLIC FACILITY NOTE 2009

67800 * AMERESCO *

95600 * SunTrust Loan-HS/MS *

95700 * Suntrust Loan - Courthouse *

--FUND TOTAL--

FUND # -500

53900

--FUND TOTAL--

FUND # -501

94900 * SEWER FUND - Enterprise Fund *

95900 * WATER FUND - ENTERPRISE FUND *

--FUND TOTAL--

FUND # -715

81610 COMMUNITY CENTER PURCHASE

81620 MADISON INDUSTRIAL PARK

--FUND TOTAL--

FUND # -733

53010

--FUND TOTAL--

--FINAL TOTAL--



MEMO

TO: Cumberland County Board of Supervisors
Vivian Seay Giles, County Administrator/County Attorney

FROM: Nicci Edmondston, Finance Director

RE: Appropriation Request

Cumberland County has recently received a check from the Commonwealth of Virginia through the Tobacco Regional Revitalization Committee for grants that are related to the Cumberland Business Park through the Industrial Development Authority. The check is a reimbursement for the construction of the shell building and the waterline on Poor House Road, which leads to the shell building. The check is an accumulation of two grants; grants #2150 for \$25,000.00 and #2688 for \$60,733.00. The request is made that the funds be appropriated from the General Funds to the Expenditures for Professional Services as follows:

3-100-002404-0018 (Tobacco Indem & Revitalization)	\$85,733.00-
4-715-081620-3100 (Professional Services)	\$85,733.00+

Nicci Edmondston
Finance Director/ Assistant County Administrator

Request For Appropriation

Department: FINANCE DEPARTMENT

Code: _____

Appropriate from:

Code	Item	Amount
3-100-002404-0018	ACCUMULATION OF TWO GRANTS #2150 \$25,000.00 AND #2688 \$60,733.00.	\$85,733.00

Appropriate to:

Code	Item	Amount
4-715-081620-3100	ACCUMULATION OF TWO GRANTS #2150 \$25,000.00 AND #2688 \$60,733.00.	\$85,733.00

Reason for Request:

REIMBURSEMENT FOR THE CONSTRUCTION OF THE SHELL BUILDING AND WATERLINE ON POOR HOUSE ROAD. CHECK IS ACCUMULATION OF TWO GRANTS; #2150 \$25,000.00 AND #2688 \$60,733.00.

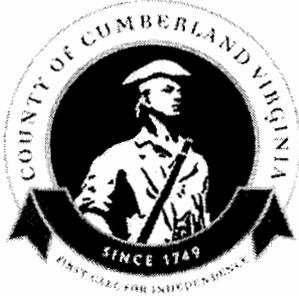


 Signature

10/27/2016

 Date

Approved:



DATE: October 27, 2016
TO: Cumberland County Board of Supervisors
FROM: Nicci Edmondston
RE: November 1, 2016 Board Agenda Item

Recommendation

Appropriate refund for sales tax, from recent purchase of animal control truck, from 3-100-001899-0018 to 4-302-094337-8005.

Information

Because Cumberland County was erroneously charged sales tax when animal control truck was purchased, I have submitted a Request for Appropriation. Reimbursement check, from Rick Hendrick Chevrolet, should be appropriated from 3-100-001899-0018 to 4-302-094337-8005 in the amount of \$1291.84.

Request For Appropriation

Department: FINANCE DEPARTMENT

Code: _____

Appropriate from:

3-100-001899-0018	REIMBURSEMENT OF SALES TAX/RICK HENDRICK CHEVROLET	1291.84

Appropriate to:

4-302-094337-8005	REIMBURSEMENT OF SALES TAX/RICK HENRICK CHEVROLET	1291.84

Reason for Request:

SALES TAX REIMBURSEMENT FROM PURCHASE OF ANIMAL CONTROL
TRUCK



Signature

10/24/2016

Date

Approved:

Board of Supervisors

Date

COMMONWEALTH OF VIRGINIA SALES AND USE TAX CERTIFICATE OF EXEMPTION

(For use by the Commonwealth of Virginia, a political subdivision
of the Commonwealth of Virginia, or the United States)

To: Rick Hendrick Chevrolet Buick GMC Date: October 11, 2016
(Name of Dealer)

12050 W. Broad St. Richmond VIA 23233
(Number and street or rural route) (City, town, or post office) (State) (Zip Code)

The Virginia Retail Sales and Use Tax Act provides that the Virginia sales and use tax shall not apply to tangible personal property for use or consumption by this State, any political subdivision of this State, or the United States. (This exemption does not apply to sales or leases to privately owned financial and other privately owned corporations chartered by the United States.)

The undersigned, for and on behalf of the governmental agency named below, hereby certifies that all tangible personal property purchased or leased from the above dealer on and after this date will be for use or consumption by a governmental agency, that each such purchase or lease will be supported by the required official purchase order, and that such tangible personal property will be paid for out of public funds: (Check proper box below.)

- 1. Tangible personal property for use or consumption by the Commonwealth of Virginia.
- 2. Tangible personal property for use or consumption by a political subdivision of the Commonwealth of Virginia.
- 3. Tangible personal property for use or consumption by the United States.

Cumberland County #54-0001240
(Name of governmental agency)
1 Courthouse Circle
P.O. Box 110 Cumberland VIA 23040
(Number and street or rural route) (City, town, or post office) (State) (Zip Code)

I certify I am authorized to sign this Certificate of Exemption and that, to the best of my knowledge and belief, it is true and correct, made in good faith, pursuant to the Virginia Retail Sales and Use Tax Act.

By: Roxanne Saleno Acting Financial Manager
(Signature) (Title)

Information for dealer: — A dealer is required to have on file only one Certificate of Exemption properly executed by the governmental agency buying or leasing tax exempt tangible personal property under this Certificate.



DATE: October 26, 2016
TO: Cumberland County Board of Supervisors
FROM: Nicci Edmondston
RE: November 1, 2016 Board Agenda Item
Appropriation Request

Recommendation

Appropriation request of funds for purchase of vehicle, requested by sheriff's department, to budget code 4-100-031200-8005.

Information

Request for vehicle purchase via sheriff's department on February 18, 2016 at Board workshop. Per Board notes, motion was made by Supervisor Wheeler, carried, and Board approved during this meeting. Original approval in the amount of \$33,000.00. Vehicle purchased October 20, 2016 at actual price of \$26,625.00, see attached invoice. Funds were not transferred in February 2016, as vehicle was just recently acquired. Appropriation request of funds immediately to cover purchase.

Request For Appropriation

Department: FINANCE DEPARTMENT

Code: _____

Appropriate from:

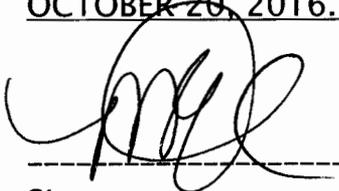
Code	Item	Amount
3-100-001899-0110	VEHICLE PURCHASED BY SHERIFF'S DEPARTMENT	\$26,625.00

Appropriate to:

Code	Item	Amount
4-100-031200-8005	VEHICLE PURCHASED BY SHERIFF'S DEPARTMENT	

Reason for Request:

REQUEST APPROVED FEBRUARY 18, 2016 AT BOARD WORKSHOP. FUNDS NOT TRANSFERRED AT THAT TIME, VEHICLE JUST RECENTLY PURCHASED OCTOBER 20, 2016. FUNDS NEEDED TO COVER PURCHASE.



Signature

10/26/2016

Date

Approved:

Board of Supervisors

Date

SHEEHY AUTO STORES

www.sheehy.com



MUNICIPAL SALES INVOICE

641 Johnston - Willis Drive
NORTH CHESTERFIELD, VA 23236
Phone: 804-419-1380
Fax: 804-378-3685

DEAL #120013

Sales - Service

COUNTY OF CUMBERLAND
PO BOX 71
CUMBERLAND VA 230400071

CUST. NO. 1806462

TEL. NO. (804)492-4120

DATE 10/20/16
SALESMAN ROY NICK CRIST
SALESMAN _____
STOCK NO. NT175013
PURCHASE ORDER NO. LOI-OWNBY

NEW OR USED	YEAR MODEL	MAKE OR TRADE NAME	NO. CYL.	MODEL AND BODY TYPE	IDENTIFICATION OR SERIAL NUMBER
NEW	2017	FORD TRUCK		EXPLORER	1FM5K8B81HGA04445

UNDER THE VIRGINIA PROMPT PAYMENT ACT, OUR TERMS ARE NET 30 DAYS

PAYMENT DUE 30 DAYS FROM RECEIPT OF CERTIFICATE OF ORIGIN

DATE REC'D _____
DEPT APPROVAL _____
CO ADMIN APPROVAL _____
CHECK # _____
DATE PAID _____
BUDGET CODE 31800-8005

Cash Price	\$ 26625.00
Down Payment:	
Cash	\$ 26625.00
Trade-in:	_____
Less Pay Off:	_____
	(N/A)
Total Down Payment	26625.00
Unpaid Balance of Cash	\$ N/A
Other Charges:	
Equipment Install	\$ N/A
Temp Tags	_____
Extended Warranty	_____
Delivery Fee	_____
Service Manual	_____
	N/A
Total Other Chgs.	N/A
Amount Financed-Unpaid Balance	\$ N/A
Time Price Differential	_____
Total Of Payments (Time Balance)	\$ N/A
Deferred Payment Price	\$ 26625.00

Financed By MUNICIPAL

1 Payments Of \$ N/A First Payment Due 10/20/16

Pick-up Payment Of \$ N/A Due _____

NO LIABILITY INSURANCE INCLUDED

SHEEHY AUTO STORES HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THIS MOTOR VEHICLE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY. YOU ASSUME ANY LIABILITY ON BEHALF OF SHEEHY AUTO STORES IN CONNECTION WITH THE SALE OF THIS MOTOR VEHICLE.

**Planning Projects:
November 2016**

Zoning:		
<i>Pending Zoning Questions and Requests</i>		
<i>CUP's and Rezoning Requests</i>		
Robert Lipscomb	525 Holman Mill Road	Approved.
Mo Duncan	1936 Cartersville Road	The applicant seeks to amend his existing zoning to address on-going concerns with storage and uses at his existing business. The application has been completed and the Planning Commission is setting a public hearing for November, and the Board of Supervisors is asked to set a public hearing for December.
North Whiteville Cell Tower	37 Jenkins Ridge Road	Approved.
<i>Zoning Compliance Issues-</i> Four cases under legal review. Three cases working on coming into compliance. Two cases in the Notice of Violation stage.		
Comprehensive Plan Amendment (Northern Area):		
Staff is hoping to schedule a series of visioning meetings during the month of November.		
Subdivisions:		
<i>Approved Lot Line Adjustments</i>		
Tillett Properties, LLC	Off of Salem Church Road	Lot line adjustment between two parcels.
Audrey Webb and James Pentz	257 and 267 Deep Run Road	Lot line adjustment between two parcels.
<i>Pending Subdivisions</i>		
Pearl Mayers	Morningside Drive	Subdivision of one lot.
Doc Carter	Something Lane, off of Stoney Point Road	Family division of three parcels.
Other Regulatory Functions:		
<i>Erosion and Sediment Control Applications</i>		
Henrico County-Thalle	Cobbs Creek	Contractors that worked to complete the utility corridor clearing are completing stabilization of the corridor and preparing to leave the site.
Henrico County-Primoris	Cobbs Creek	Pipeline relocation is in the testing phase.
Henrico County-Dam & Buildings	Cobbs Creek	Erosion and Sediment Control plans for the rest of the construction on-site have been reviewed and approved.
Poorhouse Road Waterline	Poorhouse Road	Project underway.
Wells home	Sugar Fork Road	Agreement in Lieu of a Plan for a Single Family Home.
<i>Code Amendment Questions</i>		
Childcare as a home occupation	Countywide	Approved.

Contractor as a CUP in the A-2 district	Countywide	There is an applicant who would like to run his contractor business in an area of the county that is zoned A-2. The Commission is willing to consider his request in conjunction with an ordinance amendment to add the use as a conditional use in the A-2, rather than rezone an agricultural area to an industrial classification. The applicant has not yet completed an application.
Watershed Protection Ordinance	Cobbs Creek Reservoir Watershed	The Henrico County Attorney's office is currently working on a draft Ordinance amendment in consultation with county staff.
Definitions	Countywide	An update should happen as part of mixed use district. The first draft was completed as part of the initial review of the Ordinance for the mixed use district. Deferred by the Planning Commission until completion of CCR Plan Amendment.
Business uses	Countywide	All business uses should be inclusive as the Ordinance moves from a less intensive to a more intensive business zone. In other words, all uses in the B-3 should be included in B-2, and so on. Deferred by the Planning Commission until completion of CCR Plan Amendment.
Overlay district standards	Anderson Highway between 45 and 45	Standards to require improved appearance in mixed use district around the Courthouse. Deferred by the Planning Commission until completion of CCR Plan Amendment.
Mixed Use Zoning District	Cumberland Road and Anderson Highway	Combine uses in B-3 and R-2 for a mixed use district. Deferred by the Planning Commission until completion of CCR Plan Amendment.



MEMO

To: Board of Supervisors, Cumberland County
Vivian Seay Giles, County Administrator/Attorney

From: Sara Carter, Planning Director

Date: October 26, 2016

Re: **CUP #16-10 4-Wheel Drive Specialty Conversion Division, Inc.
Tax Map Parcel #17-A-56
Address: 1936 Cartersville Road
A-2 Agriculture
Amendments and additions to currently approved CUP's**

Mo Duncan is requesting a new Conditional Use Permit for his business at the intersection of Route 45 and Columbia Road. In order to accommodate his proposal, there would also be an associated code amendment to allow three new uses as conditional uses in the A-2 district. The application seeks to:

- Address issues with clarity from the old permit, clarifying the intent of the requirement for parking of business vehicles, etc.
- Add additional uses to the Conditional Uses for the A-2 district to add off-site collection of trash, junkyards, and sales and display of carports. All of these are uses that are currently on-going at the site.
- Put the name of business as the applicant for the CUP, rather than in the name of Mo Duncan, so that the business interests are protected.
- Address neighbor concerns regarding screening.

The Planning Commission is planning to hold a public hearing on November 28, 2016, and anticipates forwarding the application to the Board for their December meeting.

Staff recommends that the Board set a public hearing for December 13, 2016 for a Conditional Use Permit to allow a change of uses at 1936 Cartersville Road.

Mr. Chairman, I move that the Cumberland County Board of Supervisors adopt the resolution provided and that each member certify that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Cumberland County Board of Supervisors, and (iii) no action was taken in closed session regarding the items discussed.

The Board returned to regular session on a motion by the Chairman.

A motion was made by Supervisor _____ adopted by the following vote:

Mr. Osl -
Mr. Banks -
Mr. Ingle -
Mr. Meinhard -
Mr. Wheeler -

that the following Certification of a Closed Meeting be adopted in accordance with The Virginia Freedom of Information Act:

WHEREAS, the Board of Supervisors of Cumberland County has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by this Board that such closed meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Cumberland County hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the 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 Board of Supervisors of Cumberland County.

No action was taken regarding the items discussed.

10/19/16
FUND #-999

GL070
* TREASURER'S ACCOUNTABILITY *

CUMBERLAND CO
BALANCE SHEET
9/30/2016

PAGE 1
TIME 13:41

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
100-0000	* TREASURER'S ACCOUNTABILITY *				
	ASSETS				
100-0105	CASH IN OFFICE	1,000.00			1,000.00
100-0115	C&F BANK - CHECKING	346,015.85	2,339,890.84	2,504,026.24	181,880.45
100-0120	C&F BANK - INVESTMENT ACCT	372.95	18.70	391.65	
100-0121	C&F BANK - SAVINGS ACCT	23,153.99	4.93	21,456.57	1,702.35
100-0122	C&F BANK-TPR ACCOUNT	14,057.55	.35		14,057.90
100-0124	ESSEX BANK - CD	2,236,584.08			2,236,584.08
100-0125	C&F BANK-FAF (JUSTICE)	15,589.11	3.14	1.17	15,591.08
100-0126	C&F BANK-FAF (TREASURY)	2,710.45	1.72	2,712.17	
100-0128	NEW HORIZON BANK-MONEY MKT	484,322.03	151.01	250,000.00	234,473.04
100-0129	C&F BANK-MONEY MARKET ACCT				
100-0131	FIRST BANK	104,584.02	53.51		104,637.53
100-0137	LOCAL GOV INVESTMENT POOL	5,292.21	2.55		5,294.76
100-0140	RIVER COMM BANK - CERT. OF DEPOSIT				
100-0141	FIRST BANK/SEWER RESERVE	123,956.43	63.42		124,019.85
100-0142	FIRST BANK/WATER RESERVE	18,085.33	9.26		18,094.59
100-0143	C&F BANK/ASSET FORFEITURE (SAF)	66,416.82	13.39		66,430.21
100-0144	C&F BANK-IDA RD OES DSR	63,388.21	12.78		63,400.99
100-0145	C&F BANK-GOVERNOR'S SCHOOL FUND	606,001.17	38,670.03	77,844.29	566,826.91
100-0146	C&F BANK-WATERLINE EXT DSR ACCT	7,086.61	1.43		7,088.04
100-0155	RETURNED CHECKS	1,717.10			1,717.10
100-0160	E & S CONTROL BOND ESCROW	263,520.90	53.14		263,574.04
	ASSETS	4,383,854.81	2,378,950.20	2,856,432.09	3,906,372.92
	TOTAL ASSETS	4,383,854.81	2,378,950.20	2,856,432.09	3,906,372.92
300-0000	**REVENUE FUND BALANCES**				
300-0100	GENERAL FUND BALANCE	3,156,264.70	858,463.42	665,400.02	2,964,201.30
300-0120	ECONOMIC DEVELOPMENT FUND	38,871.00			38,871.00
300-0150	ASSET FORFEITURE FUND BALANCE	81,002.98	2,939.75	17.08	78,080.31
300-0170	HEALTH INSURANCE FUND	143,519.25	121,172.51	182,014.12	204,360.86
300-0201	SOCIAL SERVICES FUND BALANCE		94,120.29		
300-0203	NCLB FUND				
300-0204	SCHOOL CONTINGENCY FUND				
300-0205	SCHOOL FUND BALANCE	606,001.17	1,200,372.99	1,200,372.99	566,826.91
300-0207	GOVERNOR'S SCHOOL FUND (GSSV)	77,844.29	77,844.29	38,670.03	96,345.02
300-0302	CAPITAL PROJECTS FUND BALANCE	14,279.50	110,624.52		
300-0401	DEBT SERVICE FUND		15,857.08		
300-0500	COMPREHENSIVE SERVICES ACT	76,293.52		15,857.08	51,235.80
300-0501	UTILITY FUND (WATER/SEWER)	16,102.63	51,436.14	178,965.46	7,215.04
300-0515	SEWER RESERVE FUND (DSR)	123,956.43	50,497.62	41,610.03	124,019.85
300-0540	WATER RESERVE FUND	18,085.33	9.26	63.42	18,094.59
300-0545	WATERLINE EXT DSR FUND	7,086.61	1.43		7,088.04
300-0550	IDA OES RD DSR FUND	63,388.21	12.78	1.17	63,400.99
300-0580	IPR FUND BALANCE	14,057.55			14,057.90
300-0715	IDA FUND BALANCE	112,333.45	394,442.95	85,014.00	421,762.40
300-0733	SPECIAL WELFARE FUND BALANCE	16,067.15	6,315.15	2,977.68	12,729.68
	REVENUE FUND BALANCES	4,110,055.54	2,984,086.71	2,506,106.02	3,632,074.85
	TOTAL PRIOR YR FUND BALANCE	4,110,055.54	2,984,086.71	2,506,106.02	3,632,074.85
	TOTAL REVENUE				

TOTAL EXPENDITURE
TOTAL CURRENT FUND BALANCE

10/19/16
FUND #-999

4,110,055.54-
CUMBERLAND CO
BALANCE SHEET
9/30/2016

2,984,086.71

2,506,106.02-

3,632,074.85-

PAGE 2
TIME 13:41

TOTAL LIABILITIES AND FUND BALANCE
GL070
* TREASURER'S ACCOUNTABILITY *

ACCOUNT NUMBER

ACCOUNT DESCRIPTION

PREVIOUS BALANCE

DEBIT

CREDIT

ENDING BALANCE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
500-1011	UNCOLLECTED 2011 ROLLBACK TAX				
500-1012	UNCOLLECTED 2012 ROLLBACK TAX				
500-1013	UNCOLLECTED 2013 ROLLBACK TAX				
500-1014	UNCOLLECTED 2014 ROLLBACK TAX				
500-1015	UNCOLLECTED 2015 ROLLBACK TAX				
500-1016	UNCOLLECTED 2016 ROLLBACK TAX				
500-1099	RESERVE-UNCOLLECTED ROLLBACK TAXES				
	UNCOLLECTED TAXES	618,234.15		618,234.15	
510-2010	COMMONWEALTH REIMB-PPTRA				
510-2011	COMMONWEALTH REIMB-2010	871,678.44		41.43	871,637.01
510-2012	COMMONWEALTH REIMB-2011	873,283.66		12.20	873,271.46
510-2013	COMMONWEALTH REIMB-2012	865,046.66		24.42	865,022.24
510-2014	COMMONWEALTH REIMB-2013	873,044.17		528.68	872,523.65
510-2015	COMMONWEALTH REIMB-2014	875,356.98	8.16		875,100.18
510-2016	COMMONWEALTH REIMB-2015	876,170.02	431.36		876,439.06
510-9999	ESTIMATED COMMONWEALTH RESERVE	5,234,579.93	2,045.99	1,776.95	5,233,993.60
	COMMONWEALTH REIMB-PPTRA		3,071.84	2,485.51	
			5,557.35	5,557.35	
			623,791.50	623,791.50	
600-0000	**STATE ACCOUNTS**				
600-0173	UNCOLL. STATE INCOME TAX-2014				
600-0174	UNCOLL. STATE INCOME TAX-2015				
600-0185	ESTIMATED STATE INCOME TAX-2015				
600-0186	ESTIMATED STATE INCOME TAX-2016				
600-0190	RESERVE UNCOLLECTED STATE TAXES	1,028.00	2,403.00	19,907.00	18,532.00
	STATE ACCOUNTS	1,028.00	19,907.00	2,403.00	18,532.00
			22,310.00	22,310.00	
700-0000	**DEBT FUNDS**				
700-0151	CERT OF PARTICIPATION -ELEM 97	360,000.00			360,000.00
700-0221	LITERARY LOAN - ELEMENTARY SCHOOL	1,833,333.27			1,833,333.27
700-0222	HIGH SCH/MIDDLE SCH-SUNTRUST LOAN	16,935,000.00			16,935,000.00
700-0226	SEWER LOAN - FARMERS HOME ADM	1,345,682.48			1,345,682.48
700-0227	WATERLINE EXT LOAN-USDA	912,906.46			912,906.46
700-0231	COURTHOUSE LOAN-SUNTRUST	1,395,000.00			1,395,000.00
700-0236	PUBLIC FACILITIES NOTE-2009	3,940,000.00			3,940,000.00
700-0237	VPSA	7,096,960.00			7,096,960.00
700-0239	IDA RD LOAN-OES PROPERTY	1,874,400.46			1,874,400.46
700-0240	AMERESCO LOAN	866,333.00			866,333.00
700-0250	RESERVE DEBT FUND	36,559,615.67			36,559,615.67
	DEBT FUNDS				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
* TREASURER'S ACCOUNTABILITY *					
ASSETS					
100-0000	CASH IN OFFICE	1,000.00			1,000.00
100-0105	C&F BANK - CHECKING	750,000.00			346,015.85
100-0115	C&F BANK - INVESTMENT ACCT	403,513.58	2,032,926.98	2,436,911.13	372.95
100-0120	C&F BANK - SAVINGS ACCT	23,153.99		403,513.58	23,153.99
100-0121	C&F BANK-IPR ACCOUNT	14,056.83	.72		14,057.55
100-0122	ESSEX BANK - CD	2,236,584.08			2,236,584.08
100-0124	C&F BANK-FAF (JUSTICE)	15,589.11			15,589.11
100-0125	C&F BANK-FAF (TREASURY)	2,710.45			2,710.45
100-0126	C&F BANK-FAF (TREASURY)	484,157.55	164.48		484,322.03
100-0128	NEW HORIZON BANK-MONEY MKT				
100-0129	C&F BANK-MONEY MARKET ACCT				
100-0131	FIRST BANK	104,532.74	51.28		104,584.02
100-0137	LOCAL GOV INVESTMENT POOL	5,289.75	2.46		5,292.21
100-0140	RIVER COMM BANK - CERT. OF DEPOSIT				
100-0141	FIRST BANK/SEWER RESERVE	123,895.66	60.77		123,956.43
100-0142	FIRST BANK/WATER RESERVE	18,076.47	8.86		18,085.33
100-0143	C&F BANK/ASSET FORFEITURE (SAF)	66,416.82			66,416.82
100-0144	C&F BANK-IDA RD OES DSR	63,388.21			63,388.21
100-0145	C&F BANK-GOVERNOR'S SCHOOL FUND	609,310.99	78,583.58	81,893.40	606,001.17
100-0146	C&F BANK-WATERLINE EXT DSR ACCT	7,086.61			7,086.61
100-0155	RETURNED CHECKS	1,717.10			1,717.10
100-0160	E & S CONTROL BOND ESCROW	263,520.90			263,520.90
	ASSETS	5,194,000.84	2,112,172.08	2,922,318.11	4,383,854.81
	TOTAL ASSETS	5,194,000.84	2,112,172.08	2,922,318.11	4,383,854.81
REVENUE FUND BALANCES					
300-0000	GENERAL FUND BALANCE	3,482,891.94	829,279.63	502,652.39	3,156,264.70
300-0100	ECONOMIC DEVELOPMENT FUND	38,871.00			38,871.00
300-0120	ASSET FORFEITURE FUND BALANCE	84,716.38	3,713.40		81,002.98
300-0150	HEALTH INSURANCE FUND	151,814.25	192,687.52	184,392.52	143,519.25
300-0170	SOCIAL SERVICES FUND BALANCE		99,104.89	99,104.89	
300-0201	NCLB FUND				
300-0203	SCHOOL CONTINGENCY FUND				
300-0204	SCHOOL FUND BALANCE	341,250.37	1,162,458.33	821,207.96	606,001.17
300-0205	GVERNOR'S SCHOOL FUND (GSSV)	609,310.99	81,893.40	78,583.58	7,75
300-0207	CAPITAL PROJECTS FUND BALANCE	14,271.75			14,279.50
300-0302	DEBT SERVICE FUND		161,809.08	161,809.08	
300-0401	COMPREHENSIVE SERVICES ACT	39,105.00	42,879.39		76,293.52
300-0500	UTILITY FUND (WATER/SEWER)	28,164.03	34,604.87	22,543.47	16,102.63
300-0501	SEWER RESERVE FUND (DSR)	123,895.66		60.77	123,956.43
300-0515	WATER RESERVE FUND	18,076.47	8.86		18,085.33
300-0540	WATERLINE EXT DSR FUND	7,086.61			7,086.61
300-0545	IDA OES RD DSR FUND	63,388.21			63,388.21
300-0550	IPR FUND BALANCE	14,056.83		.72	14,057.55
300-0580	IPR FUND BALANCE	42,959.14	73,074.31	3,700.00	112,333.45
300-0715	IDA FUND BALANCE	15,510.61	583.46	1,140.00	16,067.15
300-0733	SPECIAL WELFARE FUND BALANCE	4,911,240.96	2,682,088.28	1,880,902.86	4,110,055.54
	REVENUE FUND BALANCES	4,911,240.96	2,682,088.28	1,880,902.86	4,110,055.54
	TOTAL PRIOR YR FUND BALANCE	4,911,240.96	2,682,088.28	1,880,902.86	4,110,055.54
	TOTAL REVENUE				

This was not included in the October packet. Stepany

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
400-0000	**OTHER FUND BALANCES**				
400-0105	OVERPAYMENTS	530.02		530.02	6,591.87-
400-0110	PREPAID TAXES	12,763.51		2,948.40-	93.50
400-0140	COMMONWEALTH DEBIT ACCOUNT	90.00-			1,038.00-
400-0150	COMMONWEALTH CREDIT ACCOUNT	263,520.90-	733.60	1,681.60-	263,520.90-
400-0160	EROSION & SED CONTROL BOND ESCROW				
400-0210	COMMONWEALTH FUNDS PAID IN ERROR	2,742.00-			2,742.00-
400-0216	ATTORNEY FEES	282,759.88-	14,120.63	5,160.02-	273,799.27-
	OTHER FUND BALANCES	282,759.88-	14,120.63	5,160.02-	273,799.27-
500-0000	**UNCOLLECTED TAXES**				
500-0010	PUBLIC SERVICE CORP. TAXES PP/RE	392,681.21			392,681.21
500-0077	UNCOLLECTED 2016 REAL ESTATE TAX	3,035,461.83			2,998,594.37
500-0078	UNCOLLECTED 2015 REAL ESTATE TAX	252,994.63	114.37	36,867.46-	242,920.92
500-0079	UNCOLLECTED 2014 REAL ESTATE TAX	170,670.77		10,188.08-	165,537.01
500-0080	UNCOLLECTED 2013 REAL ESTATE TAXES	128,305.73		2,283.59-	126,022.14
500-0081	UNCOLLECTED 2012 REAL ESTATE TAXES	83,053.61		1,907.70-	81,145.91
500-0082	UNCOLLECTED 2011 REAL ESTATE TAXES	50,808.26		1,064.03-	49,744.23
500-0083	UNCOLLECTED 2010 REAL ESTATE TAXES	27,400.37		314.07-	27,086.30
500-0084	UNCOLLECTED 2009 REAL ESTATE TAXES	13,694.29		95.12-	13,599.17
500-0085	UNCOLLECTED 2008 REAL ESTATE TAXES	10,808.92			10,808.92
500-0086	UNCOLLECTED 2007 REAL ESTATE TAXES	7,291.91			7,291.91
500-0087	UNCOLLECTED 2006 REAL ESTATE TAXES	4,569.31			4,569.31
500-0150	UNCOLLECTED 2005/2000 REAL ESTATE	6,148.53		257.37-	5,891.16
500-0154	2010 VEHICLE LICENSE TAX				
500-0155	2011 VEHICLE LICENSE TAX	6,850.32		46.00-	6,804.32
500-0156	2012 VEHICLE LICENSE TAX	5,893.97		23.00-	5,870.97
500-0157	2013 VEHICLE LICENSE TAX	6,887.24	23.00	138.00-	6,772.24
500-0158	2014 VEHICLE LICENSE TAX	9,518.50	23.00	181.00-	9,360.50
500-0159	2015 VEHICLE LICENSE TAX	26,203.59		2,391.97-	23,811.62
500-0160	2016 VEHICLE LICENSE TAX		244,886.00	9,563.10-	235,322.90
500-0173	UNCOLL. 2010 PERSONAL PROPERTY TAX				
500-0174	UNCOLL. 2011 PERSONAL PROPERTY TAX	33,277.06		123.49-	33,153.57
500-0175	UNCOLL. 2012 PERSONAL PROPERTY TAX	32,109.35		24.80-	32,084.55
500-0176	UNCOLL. 2013 PERSONAL PROPERTY TAX	34,569.53		356.73-	34,212.80
500-0177	UNCOLL. 2014 PERSONAL PROPERTY TAX	49,546.85	249.46	991.81-	48,804.50
500-0178	UNCOLL. 2015 PERSONAL PROPERTY TAX	148,804.80		17,847.15-	130,957.65
500-0179	UNCOLL. 2016 PERSONAL PROPERTY TAX		2,218,893.90	78,991.27-	2,139,902.63
500-0200	RESERVE UNCOLLECTED COUNTY TAXES	4,537,550.59-	168,637.49	2,464,037.72-	6,832,950.81-
500-0400	UNCOLL MISC FEES	3,498.57			3,498.57
500-0401	RESERVE-MISC FEES	3,498.57-			11,830.89
500-0800	UNCOLLECTED WATER CHARGES	8,549.42	9,996.84	6,715.37-	11,830.89-
500-0810	RESERVE UNCOLLECTED WATER CHARGES	8,549.42-	6,715.37	9,996.84-	17,219.62
500-0900	UNCOLLECTED SEWER CHARGES	11,070.92	20,777.78	14,629.08-	17,219.62-
500-0910	RESERVE UNCOLLECTED SEWER CHARGES	11,070.92-	14,629.08	20,777.78-	17,219.62-
500-1010	UNCOLLECTED 2010 ROLLBACK TAX				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
500-1011	UNCOLLECTED 2011 ROLLBACK TAX	373.90		373.90	
500-1012	UNCOLLECTED 2012 ROLLBACK TAX	348.40		348.40	
500-1013	UNCOLLECTED 2013 ROLLBACK TAX	322.91		322.91	
500-1014	UNCOLLECTED 2014 ROLLBACK TAX	308.21		308.21	
500-1015	UNCOLLECTED 2015 ROLLBACK TAX	281.79		281.79	
500-1016	UNCOLLECTED 2016 ROLLBACK TAX	278.46		278.46	
500-1099	RESERVE-UNCOLLECTED ROLLBACK TAXES	1,913.67	1,913.67		
	UNCOLLECTED TAXES		2,686,859.96	2,686,859.96	
510-2010	COMMONWEALTH REIMB-PPTRA				871,678.44
510-2011	COMMONWEALTH REIMB-2010	871,678.44			873,283.66
510-2012	COMMONWEALTH REIMB-2011	873,283.66			865,046.66
510-2013	COMMONWEALTH REIMB-2012	865,046.66		50.38	873,044.17
510-2014	COMMONWEALTH REIMB-2013	873,222.27	194.93	373.03	875,356.98
510-2015	COMMONWEALTH REIMB-2014	876,481.45		1,124.47	876,170.02
510-2016	COMMONWEALTH REIMB-2015		877,001.81	831.79	5,234,579.93
510-9999	ESTIMATED COMMONWEALTH RESERVE	4,359,762.86	2,379.67	877,196.74	
	COMMONWEALTH REIMB-PPTRA		879,576.41	879,576.41	
			3,566,436.37	3,566,436.37	
600-0000	**STATE ACCOUNTS**				
600-0173	UNCOLL. STATE INCOME TAX-2014				1,028.00
600-0174	UNCOLL. STATE INCOME TAX-2015				1,028.00
600-0185	ESTIMATED STATE INCOME TAX-2015	40.00	400.00	1,388.00	
600-0186	ESTIMATED STATE INCOME TAX-2016	40.00	1,388.00	400.00	
600-0190	RESERVE UNCOLLECTED STATE TAXES		1,788.00	1,788.00	
	STATE ACCOUNTS				
			1,788.00	1,788.00	
700-0000	**DEBT FUNDS**				
700-0151	CERT OF PARTICIPATION -ELEM 97	360,000.00			360,000.00
700-0221	LITERARY LOAN - ELEMENTARY SCHOOL	1,833,333.27			1,833,333.27
700-0222	HIGH SCH/MIDDLE SCH-SUNTRUST LOAN	16,935,000.00			16,935,000.00
700-0226	SEWER LOAN - FARMERS HOME ADM	1,345,682.48			1,345,682.48
700-0227	WATERLINE EXT LOAN-USDA	912,906.46			912,906.46
700-0231	COURTHOUSE LOAN-SUNTRUST	1,395,000.00			1,395,000.00
700-0236	PUBLIC FACILITIES NOTE-2009	3,940,000.00			3,940,000.00
700-0237	VPSA	7,096,960.00			7,096,960.00
700-0239	IDA RD LOAN-OES PROPERTY	1,874,400.46			1,874,400.46
700-0240	AMERESCO LOAN	965,460.00			965,460.00
700-0250	RESERVE DEBT FUND	36,658,742.67	99,127.00	99,127.00	36,559,615.67
	DEBT FUNDS		99,127.00	99,127.00	
			99,127.00	99,127.00	

**MINUTES OF THE CUMBERLAND COUNTY
PLANNING COMMISSION
Regular Meeting
Cumberland County Community Center Rm. C-8
Monday, September 26, 2016
6:30 p.m.**

PRESENT: Bill Burger, District 3, Chairman
Randy Bryant, District 1, Vice-Chairman
Stephen Donahue, District 2
Hubert Allen, District 4
Roland Gilliam, District 5
Larry Atkins At-Large
Irene Wyatt, At-Large
David Meinhard, Board of Supervisors member

ALSO PRESENT: Sara Carter, Planning Director
Vivian Giles, County Attorney/Administrator (arrived 6:35)

ABSENT: None.

CALL TO ORDER AND ROLL CALL

Chairman Burger called the Planning Commission's regular meeting of Monday, September 26, 2016 to order at 6:30 p.m. and a quorum was established.

APPROVAL OF AGENDA

MOTION:

Commissioner Allen made a motion to approve the agenda. Commissioner Gilliam seconded. The motion carried unanimously with a vote of 7-0.

APPROVAL OF MINUTES

MOTION:

Commissioner Allen made a motion to approve the minutes of July 25, 2016. Commissioner Gilliam seconded. The motion carried unanimously with a vote of 7-0.

MOTION:

Vice Chairman Bryant made a motion to approve the minutes of August 22, 2016. Commissioner Allen seconded the motion. The motion passed 7-0.

DISCUSSION: POTENTIAL ZONING CASE HOSTETLER

Staff provided an overview of a potential zoning request for Andy Hostetler. Mr. Hostetler is considering a cement plant at the intersection of Anderson Highway and Wilson Russell Road. While there was a previously approved CUP on the property for the use, the CUP expired due to lack of renewals. When Mr. Hostetler asked about the property, and the file was reviewed, it was

clear that it had been a contentious case. Staff suggested to Mr. Hostetler that he attend the Commission meeting and get insight from the Commission as to what the issues had been. The Commission stated that the reason that the Commission had recommended denial in the previous case had been noise and provisions for water usage on that site. The Commission suggested that a better location may be the industrial park, since there is public water and no close neighbors at that location. The Commission expressed their support for the business, but reiterated that there may be issues at that location.

PUBLIC HEARING CUP 16-01 EVENT BARN:

Staff reviewed the citizen comment received to date, which has been very positive. There has been one request for an attendance limitation. Staff also reviewed a new proposed condition that would require an annual safety inspection by the EMS Director that would ensure that safety codes are met and the easement is maintained for public safety.

Chairman Burger opened the public hearing.

Robert Lipscomb, the applicant, who resides at 231 Mottley Mill Road, expressed that they have tried to complete everything and asked if the Commission needed anything from them.

Larry Thompson, the property owner, who resides at 525 Holman Mill Road, thanked the Commission for listening at the last meeting, and for their assistance. He stated that the ROW would be maintained. He further said that there is a fundraiser for the Randolph Fire Department coming up soon.

Mr. Harold Collins stated that the facility would be an asset to the community and would bring people into the community.

Judy Hamlin stated that they live below the property. They have not had any noise or traffic issues. The local neighborhood thinks the project is great.

Chairman Burger closed the public hearing.

Vice Chairman Bryant asked the applicant if the 300 person limitation was too small for the proposal. Additionally, he requested that the “or” be changed to “and” in condition number 9. The applicant responded that 300 was plenty of people.

Commissioner Donahue asked if there were any conditions that were an issue for the applicant. The property owner, Mr. Thompson, stated that a lot of the conditions concern him and that he viewed them as government overreach. The Commission had a discussion with the property owner regarding the conditions. Ms. Giles asked the Commission to include building code requirements to condition number two.

Commissioner Allen had a suggestion to the community safety condition. The Commission had a discussion about the thirty day timeframe and decided to leave it as is.

Commissioner Gilliam asked the applicant if he had any specific concerns to share over the conditions. The property owner confirmed that they do not have specific concerns regarding the conditions.

Commissioner Atkins stated that he did not want to set a precedent with the thirty foot easement. He then asked whether 11pm was too early for the use. The property owner and the applicant confirmed that they were fine with 11 pm as they do not want late night events.

Chairman Burger confirmed the conditions with a change to condition number two. There was a discussion regarding the health department requirement and what the applicant needed to do.

Commissioner Donahue made a motion to recommend approval of the CUP to the Board of Supervisors with the recommended conditions with two changes- adding building inspections to number two, and changing “or” to “and” in number nine. Vice-Chairman Bryant seconded the motion. The motion passed unanimously.

PUBLIC HEARING: CUP 16-09 TOWER AT NORTH WHITEVILLE

Staff provided an overview of CUP 16-09. This is the same case as CUP 12-02, which was approved, but expired for lack of construction within the adopted three year window.

Chairman Burger opened the public hearing.

No one was signed up to speak.

Chairman Burger closed the public hearing.

Commissioner Donahue asked about the antenna sizes.

Commissioner Allen made a motion that the Commission recommend approval of CUP 16-09 to the Board of Supervisors with the recommended conditions and the one change made by staff. Vice-Chairman Bryant seconded the motion. The motion passed unanimously.

PUBLIC HEARING: CA 16-08 IN HOME DAYCARE

Staff provided an overview of the proposed amendment.

The intent is to increase what is allowable in the residential and agricultural districts, consistent with state licensure.

Chairman Burger opened the public hearing.

Hearing nobody to speak, the Chairman closed the public hearing.

Commissioner Allen made a motion that the Planning Commission recommend approval of the code amendment as written to the Board of Supervisors. Commissioner Wyatt seconded the motion. The motion passed unanimously.

GENERAL CITIZEN COMMENT

Mrs. Carol Miller complimented the Planning Commission on the work that they are doing.

OLD BUSINESS

Staff updated the Planning Commission on REZ 16-01, and confirmed the workshop meeting on October 3rd.

NEW BUSINESS

Staff discussed the need for a local board to hear building code appeals. Staff wished to know if the Planning Commission would be willing to serve as the LBBCA (Local Board of Building Code Appeals) for Cumberland County, if the board is needed at some point. The Commission indicated that they would be willing to serve. Staff said that they would work to bring bylaws to the group for organization at the beginning of the next calendar year.

Staff asked if any of the Commissioners were planning to come on the tour of the flood control dams. None of the Commissioners are planning to come at this time. If any are able to come, they should contact Sara so that she can register you.

Staff asked the Commission about language that exists in the Ordinance that allows minor encroachments into setbacks. The language is somewhat unclear, as part of the Ordinance states all setbacks in one place, and rear and side in another. The Commission stated that they would like to have side and rear as is, and allow front yard encroachments for medically necessary improvements only.

Ms. Giles reviewed the results of the previous Board of Supervisors meeting.

GENERAL COMMISSIONER COMMENTS

Vice-Chairman Bryant stated that he is looking forward to serving again, as he has just been reappointed.

Commissioner Wyatt commended staff for their good work on CUP 16-01.

Commissioner Allen thanked Vice-Chairman Bryant for his service.

Chairman Burger stated that we need to make sure that people know about the options at the industrial park and the availability of water there. He also thanked the Commission for their hard work on the event barn project. He noted that the application was complete on August 22nd, and the public hearing was held on September 26th.

ADJOURNMENT

MOTION:

At 7:57 p.m., Commissioner Allen moved to adjourn to the next workshop Planning Commission meeting of October 3, 2016, or as soon after as may be heard. Vice-Chairman Bryant seconded. The motion carried unanimously with a vote of 7-0.

Attested:

Bill Burger, Planning Commission Chairman Date

Sara Carter, Planning Director Date

**MINUTES OF THE CUMBERLAND COUNTY
PLANNING COMMISSION
Workshop Meeting
Cumberland County Community Center Rm. C-8
Monday, October 3, 2016
6:30 p.m.**

PRESENT: Bill Burger, District 3, Chairman
Randy Bryant, District 1, Vice-Chairman
Stephen Donahue, District 2
Hubert Allen, District 4
Roland Gilliam, District 5
Larry Atkins At-Large

ALSO PRESENT: Sara Carter, Planning Director

ABSENT: Irene Wyatt, At-Large
David Meinhard, Board of Supervisors member

CALL TO ORDER AND ROLL CALL

Chairman Burger called the Planning Commission's workshop meeting of Monday, October 3, 2016 to order at 6:30 p.m. and a quorum was established.

APPROVAL OF AGENDA

MOTION:

Commissioner Allen made a motion to approve the agenda. Commissioner Donahue seconded. The motion carried unanimously with a vote of 6-0.

DISCUSSION: REZ 16-01 MO DUNCAN

Staff reviewed the information that was included in the packet for Mo Duncan's zoning case. Mr. Duncan was available to discuss the case, and Mr. McSweeney (his attorney) was on his way.

Commissioner Donahue asked about the nature of the request, rezoning or conditional use? Ms. Carter reviewed the existing situation on Mr. Duncan's property. There are a mix of uses on the property, some of which are legal and zoned, some of which are legally non-conforming, and at least one of which is not legal. Complaints on the site, however, are limited to the appearance of the property. There have been complaints about smell, however, when those have occurred, staff has been able to find a nearby location that has been spread with chicken litter or biosolids.

The goal of staff is to find a way to address all of Mr. Duncan's uses in a zoning case that legalizes his uses, but addresses the appearance issue, which is the concern for the community. The County's goal is to allow the businesses to continue, while addressing the neighborhood concerns. While Mr. Duncan has quite a bit of storage to the rear of the site, there are no complaints there because it is out of sight.

Staff requested that the Commission review the conditions proposed by Mr. McSweeney and the site plan prepared by Woody Cofer and see if the proposed package meets the goals of the Commission and the County. The applicant for the proposal will be the business, rather than Mr. Duncan to ensure that the business can be continued by the family, not just by Mr. Duncan, as the current CUP is structured.

The Commission discussed the site plan with Mr. Duncan and discussed potential changes. Additional conversations can be held about the site plan and the conditions once there is a completed application packet. Staff recommended that the Commission each visit the site and take a look. Also, staff suggested that the Commission consider the completed application at one meeting prior to the public hearing.

There was also a discussion of the current conditions on the site, and what works and does not. There is concern over what vehicles are regulated under the existing CUP, and whether it is clear or not.

Mr. McSweeney arrived at the meeting. He reviewed the reasoning for the layout of the site plan and informed the Commission that the request would be for a CUP with no rezoning from A-2, with code amendments to allow the uses that Mr. Duncan has. There is concern on the Commission about whether a fence at the front of the property would create sight distance issues.

Mr. McSweeney stated that he plans to present a completed application this week.

OLD BUSINESS

None.

NEW BUSINESS

None.

GENERAL COMMISSIONER COMMENTS

Commissioner Gilliam stated that there was a lot to deal with here, a lot of unknowns.

Chairman Burger asked that the Commission make a trip to Mo's before the next meeting.

ADJOURNMENT

MOTION:

At 7:37 p.m., Commissioner Allen moved to adjourn to the next Planning Commission regular meeting of Monday, October 24, 2016, at 6:30 p.m. or as soon after as may be heard.

Commissioner Gilliam seconded. The motion carried unanimously with a vote of 6-0.

Attested:

Bill Burger, Planning Commission Chairman Date

Sara Carter, Planning Director Date

**MINUTES OF THE INDUSTRIAL DEVELOPMENT AUTHORITY
REGULAR MEETING
COUNTY ADMINISTRATION BUILDING DOWNSTAIRS CONFERENCE ROOM
CUMBERLAND COUNTY COURTHOUSE COMPLEX
TUESDAY, May 24, 2016
9:00 A.M.**

PRESENT:

Leroy Pfeiffer, Sr., Vice Chair
James Henshaw, Director
Fred Shumaker, Chairman
Joe Hazlegrove, Director
John Godsey, Director

ABSENT:

Lester Nyce, Director
Lou Seigel, Director

ALSO PRESENT:

Vivian Seay Giles, County Administrator/County Attorney
Julie Pfeiffer, Senior Executive Assistant

CALL TO ORDER AND ROLL CALL

Leroy Pfeiffer called to order the meeting of the Industrial Development Authority of Cumberland County, Virginia on Tuesday, May 24, 2016 at 9:00 a.m. and a quorum was established.

APPROVAL OF AGENDA

On a motion by Mr. Leroy Pfeiffer which was seconded by Mr. John Godsey, the agenda was approved as presented. The motion carried unanimously 5-0.

ADJOURN INTO CLOSED SESSION

None.

RECONVENE IN OPEN SESSION

None.

PUBLIC COMMENT

None

OLD BUSINESS

Discussions of the Tobacco Region Revitalization Commission grant awards and the current status of the Cumberland Business Park.

NEW BUSINESS

Invitation to Superintendent Dr. Amy Griffin and Assistant Superintendent Dr. Chip Jones to come to July 26, 2016 meeting to give the Economic Development Authority talking points to promote the school system.

ADJOURN

On a motion by Mr. Leroy Pfeiffer and carried unanimously, the Board adjourned the meeting until the next regular meeting of the committee to be held July 26, 2016, at 9:00 a.m. in the County Administration Building Downstairs Conference Room, Cumberland County Courthouse Complex in Cumberland, Virginia.

**MINUTES OF THE INDUSTRIAL DEVELOPMENT AUTHORITY
REGULAR MEETING
COUNTY ADMINISTRATION BUILDING DOWNSTAIRS CONFERENCE ROOM
CUMBERLAND COUNTY COURTHOUSE COMPLEX
TUESDAY, JULY 26, 2016
9:00 A.M.**

PRESENT:

Fred Shumaker, Chairman
Leroy Pfeiffer, Sr., Vice Chair
James Henshaw, Director
Joe Hazlegrove, Director
Lou Seigel, Director

ABSENT:

Lester Nyce, Director
John Godsey, Director

ALSO PRESENT:

Vivian Seay Giles, County Administrator/County Attorney
Roxanne Salerno, Senior Executive Assistant

CALL TO ORDER AND ROLL CALL

Fred Shumaker called to order the meeting of the Industrial Development Authority of Cumberland County, Virginia on Tuesday, May 24, 2016 at 9:00 a.m. and a quorum was established.

APPROVAL OF AGENDA

On a motion by Mr. Leroy Pfeiffer and seconded by Mr. Lou Seigel, the agenda was approved as presented. The motion carried unanimously 5-0.

APPROVAL OF MINUTES

On a motion by Mr. Pfeiffer and seconded by Mr. Henshaw, the minutes from the May 24, 2016 meeting were approved as presented. The motion carried unanimously 5-0.

DISCUSSION

Dr. Griffin and Dr. Jones were present to give the board information on the current state of the school system and to provide some talking points for the school system.

The brochure that was provided by the Virginia Growth Alliance was presented and discussed.

MOTIONS

On a motion made by Mr. Henshaw and seconded by Mr. Hazelgrove, the board approved and authorized Mr. Shumaker and Vivian Seay Giles to execute paperwork for Grant #3150 for the Tobacco Region Revitalization Commission.

On a motion made by Mr. Hazelgrove and seconded by Mr. Henshaw, the board approved the extra doors to be installed at the Cumberland County Business Park and to purchase missing doors at no additional cost under the contract.

On a motion made by Mr. Pfeiffer and seconded by Mr. Henshaw, the board approved the conveyance of a utility easement to Cumberland County to the Cumberland County Business Park.

ADJOURN INTO CLOSED SESSION

On a motion by Mr. James Henshaw and seconded by Mr. Leroy Pfeiffer, the Board entered into closed meeting pursuant to the Virginia Code §2.2-3711 A.5 “Discussion of prospective business where no previous announcement has been made” §2.2-3711 A.6 “Investment of public funds” §2.2-3711 A.7 “Consultation with legal counsel” to discuss the investment of public funds for the development of the Cumberland Business Park. The motion carried 4-0.

RECONVENE IN OPEN SESSION

A motion was made by Director Pfeiffer and adopted by the following vote:

Mr. Shumaker -	Yes
Mr. Seigel -	Absent
Mr. Godsey -	Absent
Mr. Hazelgrove -	Yes
Mr. Henshaw -	Yes
Mr. Nyce -	Absent
Mr. Pfeiffer -	Yes

that the following Certification of a Closed Meeting be adopted in accordance with The Virginia Freedom of Information Act.

WHEREAS, the Industrial Development Authority of the County of Cumberland, Virginia has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by this Board that such closed meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Industrial Development Authority of the County of Cumberland, Virginia hereby certifies that, to the best of each director's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Industrial Development Authority of the County of Cumberland, Virginia; and (iii) no action was taken in closed session regarding the items discussed.

MOTION

On a motion made by Mr. Hazelgrove and seconded by Mr. Pfeiffer, the board approved the rental of a room at the Community Center Building for \$600.00 per month including utilities with a \$600.00 deposit and authorized Mr. Shumaker to sign a lease to be prepared by Ms. Giles.

PUBLIC COMMENT

None.

OLD BUSINESS

None.

NEW BUSINESS

Advertising of Cumberland Business Park was discussed regarding the listing with Thalhimer Real Estates Sales Company as well as other marketing ventures such as listing on VaScan and with Virginia Growth Alliance. There was discussion of the addition of conduit lines being added to the waterline in order to enable broadband lines to be placed there for the Cumberland Business Park building.

County Administrator to set up visitations for board to the Northfield Plantation, Cumberland Community Center and the Pipeline at the Cobb's Creel Reservoir.

ADJOURN

On a motion by Mr. Leroy Pfeiffer and carried unanimously, the Board adjourned the meeting until the next regular meeting of the committee to be held September 27, 2016, at 9:00 a.m. in the County Administration Building Downstairs Conference Room, Cumberland County Courthouse Complex in Cumberland, Virginia.