

At a meeting of the Cumberland County Board of Supervisors held at 7:00 p.m. on the 10th day of January, 2017, at the Cumberland County Circuit Court Room:

Present: William F. Osl, Jr., District 1
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
Nicci Edmondston, Assistant County Administrator

Absent: None

1. Call to Order

The Chairman called the meeting to order.

2. Roll Call

County Administrator, Vivian Giles, called the roll.

3. Approval of Agenda

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

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

4. Election of Chairman

Supervisor Wheeler nominated Supervisor Ingle for Chairman. With no other nominations for Chairman, Supervisor Banks closed the nominations for Chairman.

On a nomination by Supervisor Wheeler and carried unanimously, the Board elected Supervisor Ingle as Board Chairman for 2017:

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

5. Election of Vice-Chairman

Chairman Ingle opened the floor for nominations for Vice-Chairman. Supervisor Banks nominated Supervisor Wheeler as Vice-Chairman. With no other nominations, Chairman Ingle closed the nominations.

On a nomination by Supervisor Banks and carried unanimously, the Board elected Supervisor Wheeler as Board Vice-Chairman for 2017:

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

6. Welcome and Pledge of Allegiance

The Pledge of Allegiance was led by Chairman Ingle.

7. Resolution upon the Retirement of Carolyn Helgeson

On a motion by Supervisor Osl and carried unanimously, the Board approved a Resolution of Appreciation honoring the many years of service of Carolyn Helgeson:

**Resolution in Appreciation
for the Service of Carolyn Helgeson**

WHEREAS, Carolyn Helgeson served as Clerk of the Cumberland County Combined District Court beginning August 1, 1960 until her retirement in November of 2016; and

WHEREAS, during her tenure, Ms. Helgeson worked with several judges, most recently retiring while serving with The Honorable Robert G. Woodson, Jr. and The Honorable Marvin H. Dunkum; and

WHEREAS, upon completing Cumberland High School, Ms. Helgeson attended Richmond Business College while working part time in the Cumberland County District Court Clerk's Office; and

WHEREAS, in addition to her service to Cumberland County, Ms. Helgeson has been called upon to train many court personnel in surrounding localities, including the training of individuals who themselves went on to become clerks in their respective jurisdictions; and

WHEREAS, Ms. Helgeson is a life-long resident of Cumberland County where she raised her two children; where she has been active in her church, Payne Memorial United Methodist Church, and has served as organist for several other churches; and where she continues to reside.

NOW, THEREFORE, BE IT RESOLVED that the Cumberland County Board of Supervisors, through this resolution, expresses its highest regard and deep appreciation for the service and unparalleled dedication of Ms. Carolyn Helgeson to Cumberland County for over fifty-six years, and extends wishes for many years of happiness in retirement.

Adopted the 10th day of January, 2017.

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

8. Organizational & Administrative Matters

- a. 2017 regular meeting schedule revised

On a motion by Supervisor Wheeler and carried, the Board revised their 2017 regular meeting schedule:



Cumberland County
Board of Supervisors
Proposed 2017 meeting schedule
Second Tuesday of each month at 7:00 p.m.,
Circuit Courtroom of the Cumberland Courthouse unless otherwise noted

January 10, 2017
February 14, 2017
****February 22, 2017**
****February 23, 2017**
March 14, 2017
~~****March 22, 2017**~~
~~****March 23, 2017**~~
*April 04, 2017
April 11, 2017

May 09, 201
June 13, 2017
July 11, 2017
August 8, 2017
September 12, 2017
October 10, 2017
November 14, 2017
December 12, 2017

* Budget Public Hearing

**Budget Workshops held in the Administration Conference Room

Revised and Re-Adopted 01/10/17

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

b. Review By-laws

On a motion by Supervisor Osl and carried
unanimously, the Board approved the By-laws for the
Cumberland County Board of Supervisors:

**CUMBERLAND COUNTY, VIRGINIA
BOARD OF SUPERVISORS
Adopted January 10, 2017**

Statement of Intent and Purpose

The intent of these By-laws of the Cumberland County, Virginia Board of Supervisors is as follows:

- (1). To establish ways and means by which the Board of Supervisors as the governing body of Cumberland County, Virginia shall conduct itself in the performance of its duties and responsibilities;
- (2). To establish certain procedures to be followed by the Board of Supervisors as individual members and as a governing body, and by appointed officials and employees of the Board of Supervisors, to help ensure legality, fairness and consistency in the conduct of governance of Cumberland County; and
- (3). To establish certain rules and guidelines considered vital to the conduct of the Cumberland County government and the proper functioning of its elected and appointed officials, employees, agencies, departments, organizations; and the promotion and protection of the interests of the citizens of the county.

To these ends these By-laws are so adopted.

By-laws Definitions

As used in these By-laws, the following terms are defined:

Action of Record: An action taken or decision made by the Board recorded in the Minutes of the Meetings. Action of Record may take the following forms:

- a. Motions with votes of the members of the Board recorded.
- b. Consensus agreement of the Board without vote by the Board.
- c. Directive of the Chairman in the exercise of that office during the conduct of an official meeting of the Board.

Advisory Board: Pursuant to § 15.2-1411 of the Virginia Code, a designated group of persons other than members of the Board formed by the Board for the purpose of undertaking work on matters germane to the interests of the Board or county.

Board: The Cumberland County Board of Supervisors.

Committee: Pursuant to § 15.2-1411 of the Virginia Code, a designated group of persons that may be formed by the Board for the purpose of undertaking work on matters germane to the interests of the Board or county.

County Code: The *Cumberland County Code*.

Directive: An exercise of discretionary authority granted to the Chairman from the Board empowering the Chairman as follows:

- a. To enforce the protocols of Article 8.5. of these By-laws for the conduct of business and discourse before the Board to ensure proper decorum, civility, fairness and order.

- b. To cause the removal of any person or persons without charge of civil or criminal offense for misconduct, disruption or disturbance of a meeting of the Board of Supervisors consistent with adopted policies and procedures of the Board;
- c. To charge any person or persons with civil or criminal offenses pursuant to federal, state or local laws for the misconduct, disruption or disturbance of a meeting of the Board.

Ex-officio: A form of membership or appointment to a body or group where the individual may participate in proceedings or discussions, but shall not serve in an official leadership capacity nor vote in an official manner.

Item of Business: A matter to be presented before the Board at an official meeting, specified on the Meeting Agenda or modification thereof, and which may be subject to an Action of Record.

Meeting or official meeting: Any Annual, Regular, or Special Meeting of the Board of Supervisors. The following terms may also be used to further define and specify purposes for meetings. Meetings as defined herein are not exclusive of each other and may be concurrently conducted.

a. Annual Meeting: Pursuant to § 15.2-1416 of the Virginia Code, the Board's first meeting in the month of January.

b. Joint Meeting: A Joint Meeting may be conducted simultaneously with one or more corporate and politic bodies for the purpose of review, inquiry and discussion of matters of mutual interest or in the interest of expedient disposition of public business matters. Action of Record may be taken at said meeting, and a quorum of both the Board and other body(ies) is required to Call to Order and conduct a Joint Special Meeting.

c. Public Information Meeting: A Public Information Meeting shall be limited to the dissemination of information to and/or from the public where the Board of Supervisors will take no Action of Record at said meeting. A quorum of the Board of Supervisors is not required to Call to Order and conduct a Public Information Meeting. Public Information Meetings may be called in the name of the Board of Supervisors or administratively by the County Administrator or his designee.

d. Public Hearing: A public hearing shall be conducted at said meeting and the Board of Supervisors may take Action of Record on such matters as may arise from the Public Hearing. A quorum of the Board of Supervisors is required to Call to Order and conduct a Public Hearing.

e. Recessed Meeting: A meeting conducted at a date, place and time set by the Board of Supervisors as a continuation of a previously held meeting. A Recessed Meeting shall be scheduled no later than the date of the next Regular Meeting.

f. Rescheduled Meeting: A Rescheduled Meeting shall be for the purpose of conducting a meeting of the Board of Supervisors where, by virtue of necessity or at the discretion of the Board of Supervisors, the originally scheduled meeting cannot be conducted on its prescribed date or time or at its prescribed location pursuant to these By-laws. Action of Record may be taken on any Item of Business presented at a Rescheduled Meeting, and a quorum of the Board of Supervisors is required to Call to Order and conduct a Rescheduled Meeting.

g. Workshop Meeting: A Workshop Meeting shall be for the purpose of in-depth review, inquiry and discussion of specified Items of Business where Action of Record may be taken by the Board of Supervisors. A quorum of the Board of Supervisors is required to Call to Order and conduct said meeting. Workshop Meetings may also be called and scheduled for the purposes of presentations to the Board of Supervisors for educational and informational purposes.

Primary Motion: The first motion presented following informal discussion of any Item of Business at a Board meeting.

Substitute Motion: A motion presented succeeding and in lieu of a primary motion on any Item of Business at a Board meeting.

Virginia Code: The 1950 Code of Virginia, as amended.

Construction

As used in these By-laws, the masculine shall include the feminine, and the singular the plural unless otherwise specified herein. The word "shall" is mandatory and not discretionary; the word "may" is permissive and discretionary. The word "approve" shall be considered to be followed by the words "or disapprove".

Article 1. General

1.1. The County of Cumberland is a political subdivision of the Commonwealth of Virginia, and is bestowed all powers and authorities granted generally to counties without charters as set forth in the Virginia Code.

Article 2. Board of Supervisors

2.1. The County of Cumberland is governed by a Board consisting of five (5) Supervisors elected from the citizenry of Cumberland County, one (1) Supervisor from each of the county's five (5) Election Districts. Terms of each Supervisor are for four (4) years and may be successive. Qualifications for election to the Board of Supervisors are prescribed in the Virginia Code and Election Districts shall be defined by ordinance and set out in the County Code.

2.2. The Board of Supervisors is the governing body of the County of Cumberland and exercises all powers and authorities granted generally to counties without charters as set forth in the Virginia Code.

2.3. The Board of Supervisors at its discretion may authorize by appropriate action and annually provide for such sums for their salaries and expenses as members of the Board pursuant to the Virginia Code.

Article 3. Officers of the Board of Supervisors

3.1. Pursuant to § 15.2-1422 of the Virginia Code, the Board shall elect annually from its membership a Chairman and Vice-Chairman.

3.2. The term of office of the Chairman and Vice-Chairman shall be one (1) calendar year beginning immediately upon being elected at the Annual Meeting until the election at the Board's next Annual Meeting the following calendar year.

Article 4. Election of Officers

4.1. Election of officers of the Board shall be held at the Annual Meeting. In the absence of a quorum of the Board at the Annual Meeting, the current seated officers shall continue to exercise their offices until such time as a quorum is present at a subsequent Regular Meeting of the Board, at which time election of officers shall be held. The Board may defer election of officers to a Recessed Meeting from the Annual Meeting upon motion and vote of a majority of Board members present.

4.2. Election of officers of the Board shall be the first Item of Business at the Annual Meeting when elections are to be held.

4.3. Nominations for officers shall be conducted in open session upon motion by Board members and acceptance of the nomination. A motion with a majority vote of the Board members present is required to close nominations, at which time election of officers will be conducted in reverse order of the discussion of nominations. A majority vote of a quorum of the Board is needed to elect officers.

4.4. In the event of a tie vote during the election of officers, either by an abstaining vote or an even quorum of the Board present and voting, election of that officer shall be tabled to the next Regular Meeting of the Board and the Board shall proceed with other officer elections. In the event of a subsequent tie vote, a single blind lot drawing from the slate of seconded nominations shall select the officer. Officers selected in this manner shall be fully vested with all duties and powers accorded the office pursuant to the Virginia Code and these By-laws. The current seated officers shall continue to exercise their offices until new officers are elected or selected in this event.

4.5. Upon election of new officers, the new Chairman and Vice-Chairman shall preside at that meeting and all other meetings during the term for so which elected.

Article 5. Duties and Powers of Officers of the Board of Supervisors

5.1. In accordance with accepted rules of order and parliamentary practice, the Chairman is to preside at all meetings of the Board. The Vice-Chairman shall act with the full power and authority of the Chairman in the absence of the Chairman at any meeting of the Board. In the absence of the Chairman and Vice-Chairman, the remaining Board members shall choose an Acting Chairman for the meeting. Where an Acting Chairman is needed for a meeting, the Board need not designate an Acting Vice-Chairman. Where used in these Bylaws, Chairman shall also be construed to mean Acting Chairman.

5.2. When the Board is engaged in official meetings, whether held in the Board of Supervisors Meeting Room or at some other location, the building and associated grounds constituting the meeting place are under the control of the Chairman for the orderly conduct of the meeting. In addition to the exercise of parliamentary powers, the Chairman

or Acting Chairman is empowered to issue Directives that shall be recorded as an Action of Record in order to facilitate orderly conduct of meetings.

5.3. The Chairman of the Board is empowered to administer oaths pursuant to § 15.2-1410 of the Virginia Code and shall be the head of the county government pursuant to § 15.2-1423 of the Virginia Code.

5.4. The Chairman shall adhere to and is empowered to enforce the protocols of Article 8.5 during official meetings of the Board. The Chairman shall act as parliamentarian of the Board, and shall seek the advice of the County Attorney or, in his absence, the County Administrator in the interpretation of the provisions of these By-laws and other established procedures for the conduct of meetings.

5.5. In the event of a vacancy in the office of Chairman due to death, resignation or removal from office as a member of the Board, the Vice-Chairman shall assume the position of Acting Chairman until a chairman is appointed . In the event of a similar vacancy in the office of Vice-Chairman, the most recent past Vice-Chairman of the Board shall assume the position of Acting Vice-Chairman. In the event of concurrent vacancies in both the office of Chairman and Vice-Chairman, the most recent past Chairman and Vice-Chairman shall respectively assume these offices. Election of new officers shall occur pursuant to Article 4 of these By-Laws at the first Regular Meeting after the vacancy on the Board has been filled pursuant to § 15.2-1424 of the Virginia Code. In this event, such newly elected officers shall serve until the next Annual Meeting of the Board. Officers selected in this manner shall be fully vested with all duties and powers accorded their office pursuant to the Virginia Code and these By-laws.

5.6. The Chairman shall be an ex-officio member of all Committees and Advisory Boards of the Board, privileged to attend and participate in all meetings of such Committees and Advisory Boards, including closed meetings, but shall not vote on Committee matters unless appointed as a Committee member.

Article 6. Meetings of the Board of Supervisors

6.1. The Annual Meeting of the Board shall be held on the second Tuesday of January. The Regular Meetings of the Cumberland County Board of Supervisors for shall be on the second Tuesday of each month. These Annual and Regular Meetings shall be Called to Order at 6:00 p.m. and shall be held at Cumberland County Circuit Court Room in the County Courthouse Building on Rt. 60, Cumberland C.H., Virginia. The Annual and Regular Meeting date, place and time shall continue indefinitely unless changed by appropriate action of the Board.

6.2. The Board will attempt to complete all Items of Business at the Annual and Regular Meetings by 11:00 p.m. The Board may recess such meetings from day to day, or from time to time or from place to place not beyond the time fixed for the next Regular Meeting, until the business before the Board is complete.

6.3. If the Annual or any Regular Meeting day falls on a legal holiday, the meeting may be held on the holiday or rescheduled as determined by the Board by Action of Record taken at the Annual Meeting or any Regular or Special Meeting prior to the holiday. If rescheduled other than at the Annual Meeting, public notice shall be served pursuant to § 15.2-1416 of the Virginia Code.

6.4. Special Meetings of the Board may be approved and scheduled, or a Called Special Meeting conducted by the Board pursuant to § 15.2-1417 and § 15.2-1418 of the Virginia Code. A special meeting of the governing body shall be held when called by the chairman or requested by two or more of the members of the board of supervisors. The call or request shall be made to the clerk, and shall specify the matters to be considered at the meeting. Upon receipt of such call or request, the clerk of the governing body, after consultation with the chairman, shall immediately notify each member of the Board and the county attorney, as appropriate in writing delivered in person or to his place of residence or business to attend such meeting at the time and place stated in the notice. Such notice shall specify the matters to be considered at the meeting. No matter not specified in the notice shall be considered at such meeting, unless all members are present. The notice may be waived if all members of the Board of Supervisors attend the special meeting or sign a waiver. A Special Meeting may also be scheduled or called for specific purposes, as follows:

- a. Joint Special Meeting;
- b. Public Information Meeting;
- c. Public Hearing;
- d. Rescheduled Meeting;
- e. Workshop Meeting.

Special Meetings of the Board may be scheduled at the Annual Meeting for the calendar year and set out in the Operational Procedures of the Board.

6.5. The Annual, Regular and Special Meetings of the Board shall be open to the public. The Board reserves the right to enter into Closed Meeting pursuant to the Virginia Code at any official meeting.

6.6. Closed meetings will be restricted for those proper purposes enumerated in the Virginia Code and all Closed Meetings will be held in strict accordance with Virginia law.

6.7. No gathering of members of the Board of Supervisors, whether there be a number equal to or exceeding a quorum of the Board or a lesser number, shall be considered an official meeting of the Board unless such gathering takes place at a bona fide Annual, Regular or Special Meeting as set forth in these By-laws. No Action of Record may be taken on any matter outside of the time, place and location of an official meeting of the Board. Similarly when a quorum, (3) three or more members is gathered in one place outside an official meeting, those Board Members present may not discuss any past, current or future county business.

6.8. The Sheriff of Cumberland County shall, upon request, provide at least one (1) deputy to attend the Annual and Regular Meetings of the Board and, upon request of the Board or County Administrator, at any other official meeting. When in attendance of any official meeting, deputies shall be under the direction of the Chairman of the Board during the period of the official meeting (including any brief recess thereof), and under the direction of the County Administrator, Acting County Administrator, or his designee during the period prior to the meeting's Call to Order and immediately upon final Recess or Adjournment of the meeting.

Article 7. Agendas for Board of Supervisors Meetings

7.1. The Annual and Regular Meetings of the Board shall have a formal Meeting Agenda prepared by the County Administrator or his designee. The County Administrator at his (her) discretion, and the County Attorney and Board members individually may by request to the County Administrator place matters of business on the Agenda for discussion, information and /or action by the Board as are germane to the affairs and interests of the Board and county. Agendas for Special Meetings are optional at the discretion of the Board of Supervisors or County Administrator.

7.2. The Order of Business of the Meeting Agenda for the Annual and Regular Meetings of the Board shall be generally as follows:

1. Call to Order and Determination of Quorum
2. Roll Call of Members
3. Closed Meeting
4. Welcome, Invocation and Pledge of Allegiance
5. Approval of the Agenda
6. Public Comments(optional)
7. Public Hearing (if any)
8. VDOT Matters
9. Presentations from Department/Agencies/Organizations
10. Assistant County Administrators Report
11. Planning Director's Report
12. County Administrator's Report
13. Community Development Director's Report
14. County Attorney's Report
15. Board Member Reports
16. Adjournment

Deviations from the Order of Business may be made at the discretion of the County Administrator during the preparation of the Meeting Agenda, and by the Board as a modification of the Meeting Agenda at the time of Approval of the Agenda. The Board by motion and majority vote of those present may eliminate any of the above items in the Order of Business for a specific meeting or meetings, or through the time of the next Annual Meeting in its entirety, and may also restore any item so eliminated or add other items by like Action of Record at any meeting.

7.3. A request for modification of the Meeting Agenda shall be made from the Board Table and only by members of the Board, County Administrator, or County Attorney. Approval of modification requires majority vote of Board members present. A modification made at the time of Approval of the Agenda shall be reflected in the Minutes of the Meeting at which the modification was made. Items scheduled for action on the Meeting Agenda may be deferred to a later time in the meeting by consensus agreement of a majority of Board members present. Items previously acted upon during the course of the meeting may be revisited at a later time in the meeting by a motion to reconsider and a majority vote of Board members present. An item may not be reconsidered more than twice.

7.4. The Board shall take no Action of Record on any matter that is not on the Meeting Agenda unless a modification to the Meeting Agenda is requested at the time of Approval of the Agenda. Modification of the Meeting Agenda requires a majority vote of Board members present.

7.5. Closed Meetings and business matters brought before the Board under Board Member Reports exempt from the provisions of this article.

7.6. The Meeting Agenda and supporting documents comprising the Meeting Agenda Book should be delivered to members of the Board a minimum of five (5) calendar days in advance of the meeting date. The supporting documentation should include recommendations on actions prepared by county administrative personnel and other county officials if a recommendation is available and appropriate. The Meeting Agenda Book may be rendered in electronic format for use by the Board at its discretion.

Article 8. Conduct of Meetings of the Board of Supervisors

8.1. The Board shall generally follow Roberts' Rules of Order Newly Revised, Procedure in Small Boards but failure to follow Robert's Rules of Order shall not invalidate any Board action, the provisions of Article 8.4 notwithstanding. In following these rules of parliamentary procedure, the Board intends that special attention will be given to the following:

- a. Protecting the rights of each individual member of the Board, county administrative employees and the public.
- b. Preserving and ensuring a spirit of harmony and cooperation within the Board, and between individual Board members.
- c. Allowing full and free discussion among the members of the Board in order to ensure that all viewpoints are considered prior to taking action on behalf of the county.

8.2. Where provisions of these By-laws differ from similar procedures established by Robert's Rules of Order, provisions of these By-laws shall prevail.

8.3. Repealed. (This section referenced seating at meetings for Board Members)

8.4. The following rules and procedures shall prevail at meetings of the Board:

- a. A quorum of the Board is a majority of the membership comprising at least three (3) of the five (5) members of the Board. A quorum must be present to Call to Order and continue an official meeting and to take Action of Record.
- b. The Chairman shall Call to Order an official meeting at the designated time and determine a quorum. If a quorum is not present at the designated time, the Chairman may direct a delay of up to fifteen (15) minutes in the start of the meeting at his discretion. Any further delay in the start of the meeting may be made only with the consensus agreement of the majority of those Board members present.
- c. Should for any reason a quorum not be maintained continuously during any official meeting, the meeting shall adjourn at that time. A Board member's physical presence on the grounds of the location of the meeting shall be considered as being present at the meeting and satisfactory for the maintenance of a quorum. Board members shall notify the Chairman if required to leave the grounds of the location of the meeting, either temporarily or for the remainder of the meeting.
- d. All informal and formal discussions of Items of Business and Actions of Record must be made from the Board Table. Any Board member away from the Board Table but maintaining physical presence at the meeting location at the time of an Action of Record will be counted as having cast an abstaining vote.
- e. Informal discussion of an Item of Business by Board members is permitted while no primary or substitute motion is pending.
- f. A second to a primary and substitute motion is not required in order to formally discuss and/or vote upon the motion. Voting shall be by show of hands. The Chairman shall verbally summarize the vote upon conclusion of an Action of Record, noting by individual name those Board members abstaining or voting in the minority on the Item of Business.
- g. Any member of the Board may terminate debate or discussion of an Item of Business and call for a vote on a pending motion by "calling for the question" after being recognized by the Chairman.
- h. An abstaining vote is neither an affirmative nor a negative vote and has no effect on the vote, or the status of the quorum.
- i. A tie vote fails. The Board does not designate a tiebreaker pursuant to § 15.2-1421 of the Virginia Code.

- j. A substitute motion will be voted on prior to the primary motion, in reverse order (i.e. the substitute motion will be voted on first). Only one (1) substitute motion will be considered prior to a vote on the primary motion.
- k. The Chairman is authorized to speak in discussions, and can vote on all motions and/or all questions but may not call for the question. The Chairman may temporarily relinquish the position. The Chairman may do so by passing the gavel to the Vice-Chairman or Acting Vice-Chairman prior to the start of discussion of an Item of Business. Upon completion of the Item of Business, the gavel shall be returned to the Chairman.
- l. A primary motion may be amended prior to vote with the concurrence of the originating Supervisor of the primary motion. The amended primary motion is then treated as the primary motion, and not a substitute motion. A primary motion may not be amended if a substitute motion is pending until conclusion of vote on the substitute motion. An amendment to a primary motion opposed by the originating Supervisor shall not be voted on until action is taken on the original primary motion.
- m. If a primary or substitute motion is made at a Board meeting where at least four (4) members are present and the motion is voted on and fails, the same or a substantively similar motion cannot be reconsidered by the Board during that fiscal year except by a primary or substitute motion made by a member of the Board who voted on the prevailing side where there are no less than four (4) Board members present, and only if two-thirds (2/3) of the Board members present vote to reconsider the motion again.
- n. A primary or substitute motion may be made to tentatively act upon an Item of Business where a final Action of Record is anticipated at a later date. All Items of Business tentatively acted upon by the Board shall be considered bound by the tentative action if not otherwise reconsidered by the Board within three (3) calendar months of the date of the tentative action.
- o. A motion to Table an Item of Business for consideration at a future meeting, or to remain Tabled indefinitely may be made either as a primary or substitute motion but not by consensus agreement. An action to Table an Item of Business to a later time within the same meeting may be passed by consensus agreement of a majority of Board members present.

8.5. The following protocols will be followed at meetings of the Board:

- a. Official meetings of the Board are open to public observation and, as set out herein, public participation. When not addressing the Board and/or attending public as herein described, those present at an official meeting shall be respectful of the rights of others.

- b. Board members are to be polite and courteous in addressing other members of the Board and all those present at Board meetings, and all Board members are to maintain proper decorum in their conduct at meetings of the Board (i.e., refrain from "name calling", derogatory remarks and other forms of personal affronts).
- c. Those persons and organizations with Items of Business before the Board should be represented at an official meeting if so requested by the Board of Supervisors, individual members of the Board, the County Administrator, County Attorney, or any person acting on behalf of these.
- d. Those persons and organizations with Items of Business before the Board may address the Board upon recognition and invitation of the Chairman to approach the Podium, where upon they shall identify themselves, any title and organization they represent, and provide a mailing address to facilitate any correspondence needed subsequent to the Item of Business. As a guideline, presentations to the Board pursuant to an Item of Business should be limited to ten (10) minutes. The Chairman at his discretion may end a presentation after such time has elapsed or may permit continuation of it. The Board by Action of Record may overrule the Chairman's decision in this regard.
- e. The discourse of those presenting at the Podium shall be made part of the Minutes of the Meeting subject to Article 9 of these By-laws.
- f. Those individuals of the public attending any official meeting of the Board of Supervisors without an approved Item of Business on the Meeting Agenda or modification thereof shall not be permitted at the Podium at any time other than during the Open portion of a public hearing. No person shall address the Board during an official meeting from the audience unless recognized by the Chairman.
- g. At any official meeting of the Board where a public hearing is set on the Meeting Agenda, or a Public Hearing of the Board pursuant to Article 6.4, the Chairman shall first permit general presentation and discussion of the matter of the public hearing from the Podium and/or from the Board Table. At the conclusion of such presentation/ discussion, the Chairman shall Open the public hearing and invite those of the public attending the meeting to the Podium to comment.
- h. At the discretion of the Chairman, or with the consensus agreement of the majority of the Board, those speaking during the open portion of a public hearing may be limited to a specified length of time for comments at the Podium. The Chairman at his discretion may provide a verbal advisory to a speaker at the Podium when thirty (30) seconds remain of the specified time to conclude comments. During public hearings, speakers may address the Board only on matters pertaining or germane to the issue for which the public hearing is being held. No speaker is to engage in political statements, personal attacks upon members of the Board of Supervisors, county employees or officials, or any other person, nor are speakers entitled to use abusive language or discuss matters outside the issue for which the public hearing is

being held. Violation of this rule shall enable the Chairman by directive to take appropriate measures to rule the speaker out of order and to have the speaker removed from the meeting, if necessary and take such other steps the Chairman deems appropriate, including bringing appropriate charges against the person and bringing the charges in the name of the Board of Supervisors.

- i. No discourse at a public hearing, whether during general presentation and discussion or during the Open portion of the hearing is required to be entered into the Minutes unless conducted at the Podium.
- j. Upon conclusion of speakers at the Podium, the Chairman shall close the public hearing. A motion and majority vote of a quorum of Board members present at a public hearing shall overrule the Chairman's decision to close the public hearing or to limit speakers, in which event speakers may continue until the Board by majority vote ends the public hearing. A motion and majority vote of a quorum of Board members present shall also close the public hearing in this event. An Action of Record may be taken at the close of a public hearing at the discretion of the Board. Board Member Reports shall facilitate the presentation of comments, reports and proposed Items of Business not otherwise part of the Meeting Agenda by individual Board members in round table fashion. Matters may be presented for information, discussion and action and/or scheduled for further consideration as an Item of Business at a future meeting of the Board. When speaking during Board Member Reports, Board members shall be limited to ten (10) minutes, at which time the Chairman may at his discretion suspend further presentation from the Board member and request action by consensus agreement of Board members present at the Board Table to permit additional time to conclude the presentation. No Board member shall yield time or place under Board Member Reports to any other Board member or other person. No member of the Board shall have any other position reserved for them on the Meeting Agenda other than under Board Member Reports.

8.6. The Board may at its discretion adopt specific rules and procedures relative to the conduct of certain types of public hearings other than those set forth in this Article. Such specific rules and procedures shall be adopted in the manner prescribed for amendment of these By-Laws set forth in Article 13 and shall become part of these By-Laws upon adoption. Where a public hearing is conducted by another party on behalf of or before the Board, the rules and procedures governing that public hearing shall be as prescribed by the party conducting it.

Article 9. Minutes of the Meetings of the Board of Supervisors

9.1. At all official meetings of the Board at which a quorum is present Minutes of the meeting shall be taken and shall be approved by the Board and recorded in the office of the Cumberland County Administrators Office.

9.2. Public Information Meetings and Workshop Meetings as defined in these By-laws may be recorded as Minutes at the direction of the Board. At any such meeting where an Action of Record is taken, Minutes shall be taken and approved by the Board and recorded.

9.3. Pursuant to § 15.2-1536 and § 15.2-1538 of the Virginia Code, the County Administrator shall serve as Clerk of the Board and shall carry out the duties specified in § 15.2-1539 of the Virginia Code. The County Administrator may designate a Recording Clerk to take and prepare the Minutes of the Board and to assist in the exercise of the office of Clerk of the Board. Minutes shall be prepared on the basis of both written notes and audio recordings. Where technically possible, audio recordings shall be made of all official meetings of the Board, subject to the provisions of Paragraph 9.2 of this Article. The specific language of the Minutes of any given meeting shall be at the discretion of the County Administrator, who shall endeavor to render the Minutes in the most accurate and neutral way possible. The County Administrator shall review and correct all Minutes prior to dissemination to the Board for adoption.

9.4. The Board may at its discretion generally prescribe the form and content of the Minutes of its meetings in keeping with professionally accepted standards for it. At minimum, the Minutes shall contain the styling of the Item of Business stated on the Meeting Agenda or modification thereof, the Action of Record, the vote by individual member or consensus expression of the Board, or directive of the Chairman. Where practical, a brief synopsis of any discussion of the Item of Business shall also be included.

9.5. Minutes of any meeting shall generally be presented at the next or following Regular Meeting of the Board where at least five (5) working days exist between the successive meetings.

9.6. Minutes shall not be considered official until approved by the Board and recorded. After approval of the Board but prior to recordation, the County Administrator may make additions or corrections to the Minutes that do not materially affect the substance or content of the Minutes. These include, but are not limited to: correction of mis-spellings, typographical errors and incorrect grammar; page renumbering; clarification of content and errors of omission. Should evidence of an error in a recorded vote be discovered after approval but prior to recordation, the County Administrator shall attempt to verify it and correct by the best available means, including corroboration by individual Board members and other reliable witnesses to the meeting.

9.7. Should an error or evidence of an error in the Minutes of any Meeting of the Board be discovered after recordation, the County Administrator shall bring the error before the Board at the next official meeting as is practical. The Board by vote of a majority of those members present at the meeting at which the error was made shall correct the Minutes by amendment. Members of the Board not present at said meeting shall abstain from voting on the correction. Should no majority of Board members present at the meeting in which an error was made in the Minutes be or remain seated as members of the Board, a majority vote of the presently seated Board members shall then correct the Minutes by amendment.

9.8. Amendment to the recorded Minutes of any Meeting shall be entered as an Action of Record in the Minutes of the Meeting at which the amendment was made. In addition and where practical as determined by the County Administrator or Recording Clerk, the

recorded Minutes shall be altered to include the amendment, either by insertion of a new, corrected page in sequence or by separate Amendment Addendum at the beginning or first page of the recorded Minutes of the Meeting to be corrected. Whether by insertion of a new corrected page or by Amendment Addendum, the correction shall be clearly documented as a correction of previously recorded Minutes, indicating the first date of recordation, the date of Board action to amend the Minutes, and the date of recordation of the amended Minutes.

9.9. When audio recordings of Board meetings are made, the County Administrator shall cause their preservation for a period of time not to exceed two (2) calendar years from the date of the meeting, at which time they may be discarded. Where preserved, audio recordings shall be considered publicly accessible without charge upon prior appointment for review through the office of County Administrator.

9.10. When video recordings of Board meetings or portions thereof are made, the preservation of said recordings shall be at the discretion of the County Administrator. The Board may at its discretion direct the preservation of specific recordings, and the County Attorney may request preservation of specific recordings only if such recordings are needed to support legal proceedings, pending or anticipated.

9.11. Verbatim transcription of the proceedings of any meeting in its entirety shall not be undertaken except by majority vote of the Board and only in instances where excerpted verbatim transcriptions of a portion or portions of the proceedings are insufficient to address the need. Any verbatim transcription generated, whether of an entire meeting or portion(s) thereof, shall not be adopted or made part of the official Minutes of any meeting.

9.12. Individual members of the Board and the County Attorney may request excerpted verbatim transcription of a portion or portions of any meeting through the County Administrator. If requested by a member of the Board, the County Administrator and/or the Recording Clerk will make a reasonable effort to generate a requested transcription prior to any subsequent meeting of the Board; the generation of such transcription is subordinate to the preparation and review of the Minutes and other duties and responsibilities of the involved personnel. A request by the County Attorney shall be made only if such transcription is needed to support legal proceedings, pending or anticipated. The County Administrator at his discretion may make any verbatim transcription requested generally available to all members of the Board.

9.13. Unapproved Minutes shall be released publicly upon incorporation into and completion of the Meeting Agenda Book. At the discretion of the County Administrator, unapproved Minutes may be released publicly at an earlier time; availability of completed unapproved Minutes shall not compel release at such earlier time.

9.14. No recording device shall be used during any Closed Meeting of the Board unless the majority of the members of the Board present at the meeting vote to allow recording of the Closed Meeting. Any such recording shall remain in the sole custody of the County

Administrator, County Attorney, Chairman or other member of the Board designated by the Board.

Article 10. Appointments of the Board of Supervisors

10.1. The Board at its discretion may, and where required and in accordance with the Virginia Code or other law, shall from time to time establish and make appointments of its members and other persons to various positions, groups, organizations, committees, advisory boards and other bodies, both formal and informal, for such purposes as are in the interest of the Board and county.

10.2. Except as otherwise provided in these By-laws or other law, appointments of the Board may be made at any official meeting upon motion and majority vote of a quorum of the Board and recorded as an Action of Record.

10.3. Except as otherwise provided by Action of Record or by law, all appointees of the Board shall be authorized and expected to represent the interests of the Board and county in all matters to which their appointment is charged.

10.4. Except as otherwise provided by law, all appointments of the Board shall discharge their duties with diligence, and may be removed prior to the end of the term of said appointment by motion and majority vote of a quorum of the Board and recorded as an Action of Record. Any vacancy in an appointment shall be filled in the manner as the original and for the remainder of the original term of the appointment.

10.5. Pursuant to § 44-146.19 B. 2. of the Virginia Code, the Board at the Annual Meeting shall appoint one of its members or the County Administrator to be Director of Emergency Services of the county. The Director shall serve in that capacity until the next Annual Meeting, at which time he may be reappointed or a successor appointed at the pleasure of the Board. A vacancy in the Director's position may be filled by a majority vote of the Board at any Regular or Special Meeting. The Director may be removed from that position and a successor appointed to fill the remainder of the original term by majority vote of the Board at any official meeting. During an impending or declared state or local emergency, in the absence of the Director of Emergency Services, the Chairman or Vice-Chairman of the Board shall assume the duties and responsibilities of that position pursuant to the Virginia Code. In the event either the Chairman or Vice-Chairman is the Director, the County Administrator shall serve as the third designee to assume responsibility in the absence of the Chairman or Vice-Chairman. In the absence of the Chairman, Vice-Chairman and County Administrator, any member of the Board may act in the capacity of Director of Emergency Services until such time as one of these three officials is able to assume the position. The Director of Emergency Services or any member of the Board acting in such capacity shall exercise only those powers granted in § 44-146.21 of the Virginia Code. The Emergency Services Coordinator of the county shall be an administrative employee of the office of County Administrator, subject to the personnel policies of the Board.

10.6. The Board shall officially recognize no prerogative of any of its members to make or nominate appointments to any group, organization, committee, advisory board or other body except in accordance with the provisions of these By-laws or other law.

Article 11. Committees and Advisory Boards of the Board of Supervisors

11.1. Pursuant to § 15.2-1411 of the Virginia Code, the Board may at its discretion establish Committees of the Board and Advisory Boards by Resolution and vote of a majority of the Board members at any official meeting. Committees may be solely composed of members of the Board or may be jointly composed of Board members and other individuals appointed or otherwise authorized to participate in Committee activities. Board approval of such other individuals is not required unless specified by Resolution. Advisory Boards shall be composed persons other than members of the Board and may include other individuals appointed by Advisory Board members to participate in Advisory Board activities. Board approval of such other individuals is not required unless specified by Resolution. Board members may be appointed as ex-officio members of Advisory Boards.

11.2. A Resolution establishing any Committee shall state the purpose and scope of activities of the Committee, including any specific responsibilities for and grant of authority to pursue the matter for which it has been established. The Resolution shall state the composition of the members of the Committee, either by name or title, and may designate who shall chair the Committee, by name or title. No member of the Board shall be appointed to a Committee if not present at the meeting at which appointments are made. A majority vote of a quorum of the Board is needed to appoint Committee members.

11.3. Unless otherwise specified within the establishing Resolution, Committees shall be reestablished and Committee appointments made at each Annual Meeting of the Board. Failure to reestablish dissolves the Committee as of adjournment of the Annual Meeting. Appointments to Committees may be for successive terms.

11.4. Unless otherwise specified within the establishing Resolution, Committees shall organize and direct their own affairs in the manner that their members deem appropriate to the matters that they are charged. These include, but are not limited to, adoption of Committee by-laws or procedures, designation of Committee officers, the taking of Minutes of Committee meetings, the appointment of sub-committees or working groups, solicitation of assistance in pursuit of Committee matters, and such other things as deemed appropriate by Committee members.

11.5. Meetings and activities of Committees shall be open to the public. Any Committee, when conducting business matters which are exempt from public disclosure pursuant to the Virginia Code may sequester itself for all or a portion of the Committee meeting at which such matters are being discussed.

11.6. Advisory Boards shall be subject to the provisions governing Committees of the Board as set forth in this Article.

11.7. The Board at its discretion may establish compensation for all Committee and Advisory Board members not to exceed fifty (\$50.00) dollars per meeting pursuant to § 15.2-1411 of the Virginia Code. Such compensation shall be specified in the Resolution establishing the Committee or Advisory Board, subject to Board appropriation of funds. Unless specified, no Committee or Advisory Board member shall receive compensation.

11.8. Committees of the Board and Advisory Boards shall only be established pursuant to this Article. Nothing herein shall be construed so as to prevent meetings or consultations by and between members of the Board, county administrative officials and employees and other parties for the purpose of pursuing matters of interest to the Board and county which are otherwise consistent with Virginia law.

Article 12. Offices of County Administrator and County Attorney

12.1. Pursuant to § 15.2-1536 of the Virginia Code, the Board shall appoint a County Administrator and a County Attorney. The County Administrator and County Attorney shall be employees of the Board, serving at the pleasure of the Board, and shall have their compensation established by the Board.

12.2. The County Administrator shall be the chief administrative officer for the county pursuant to § 15.2-1540 of the Virginia Code. The County Administrator shall exercise all powers, duties and responsibilities pursuant to § 15.2-407 and § 15.2-1541 of the Virginia Code and in accordance with the County Code and Board policies.

12.3. The County Attorney shall exercise all powers, duties and responsibilities pursuant to § 15.2-1542 of the Virginia Code and in accordance with the County Code and Board policies.

12.4. In the event of vacancy in the office of County Administrator due to death, resignation or removal from office, the Assistant County Administrator shall assume responsibility as Acting County Administrator until such time as the Board shall again fill that office. At the Board's discretion upon motion and vote of a majority of Board members at any Regular or Special Meeting, a county administrative employee other than the Assistant County Administrator may be designated as Acting County Administrator. The Assistant County Administrator is designated Deputy Clerk of the Board pursuant to § 15.2-1502 of the Virginia Code for the limited purpose of serving as Clerk to the Board in the temporary absence or unavailability of the County Administrator.

12.5. In the event of vacancy in the office of County Attorney due to death, resignation or removal from office, the Board may engage the services of private legal counsel to serve in the capacity of Acting County Attorney until such time as the Board shall again fill that office. In the event of the temporary absence or unavailability of the County Attorney, the Board authorizes the County Administrator at his discretion to engage the services of private legal counsel as necessary to represent the Board and county.

Article 13. Adoption and Amendment of By-laws of the Board of Supervisors

13.1. Upon adoption, the provisions of these By-laws shall take effect immediately and shall continue until amended or re-adopted. The full text of these By-laws shall be made part of the Minutes of the Meeting at which they were adopted.

13.2. Amendment to these By-laws may be made as an Item of Business on the Meeting Agenda or modification thereof at any Regular Meeting, Adjourned Meeting, Special Meeting, Called Special Meeting, and/or Rescheduled Meeting of the Board. Amendment to these By-laws shall be by vote of a majority of Board members and recorded as an Action of Record. Unless otherwise specified, any amendment is effective upon adoption; no amendment shall be made retroactively effective. The full text of an amendment to these By-laws shall be made part of the Minutes of the Meeting at which they were adopted.

Article 14. Limitations of By-laws of the Board of Supervisors

14.1. If any provision or requirement of these By-laws be found inconsistent with the provisions of the Virginia Code, the County Code, or any other law or statute, it shall be deemed void. In this event, all remaining provisions of these By-laws shall remain in full force and effect.

Article 15. Adoption and Amendment of General Policies and Operational Procedures of the Board of Supervisors

15.1 The Board may from time to time adopt such other General Policies and Operational Procedures as it deems necessary and appropriate to its conduct and to matters under its charge, such policies and procedures being consistent with these By-laws and other law.

15.2. Matters that the Board may address by General Policies and Operational Procedures generally shall be those not otherwise addressed by law but which are material to the conduct, operation and interests of the Board or county.

15.3. Adoption and amendment of General Policies and Operational Procedures shall be made in a manner similar to that prescribed for the By-laws of the Board as set out in Article 13 and subject to the limitations set out in Article 14 herein.

--- NOTHING FOLLOWS ---

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

c. Review Code of Ethics and Standards of Conduct

On a motion by Supervisor Wheeler and carried by the following vote, the Board approved the Code of Ethics and Standards of Conduct:

**CODE OF ETHICS AND STANDARDS OF CONDUCT
FOR MEMBERS OF
THE CUMBERLAND COUNTY BOARD OF SUPERVISORS**

Adopted January 10, 2017

CODE OF ETHICS

Recognizing that persons who hold public office have been given a public trust and that the stewardship of such office demands the highest levels of ethical and moral conduct, any person serving on the Cumberland County Board of Supervisors will adhere to the following Code of Ethics.

- 1.) Uphold the Constitution, laws and regulations of the United States and all governments therein and never knowingly be a part of their evasion.
- 2.) Put loyalty to the highest moral principles and to the county as a whole above loyalty to individuals, district, or particular groups.
- 3.) Give a full measure of effort and service to the position of trust for which stewardship has been granted; giving earnest effort and best thought to the performance of duties.
- 4.) Seek to find and use the most equitable, efficient, effective, and economical means for getting tasks accomplished.
- 5.) Adopt policies and programs that support the rights and recognize the needs of all citizens regardless of race, sex, age, religion, creed, Country of origin or disability.
- 6.) Avoid adopting policies, supporting programs, or engaging in activities that discriminate against or offend individuals because of race, sex, age, religion, creed, Country of origin, or disability

- 7.) Ensure the integrity of the actions of the Board of Supervisors by avoiding discrimination through the dispensing of special favors or unfair privileges, to any one whether for remuneration or not. A member should never accept for himself or family members, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of governmental duties.
- 8.) Make no private promises of any kind binding upon the duties of any office, since a public servant has no private word which can be binding on a public duty.
- 9.) Engage in no business with the County Government, or the school system either directly or indirectly, which is inconsistent with the conscientious performance of government duties except as may be consistent with the conflict of interest statutes in the Code of Virginia.
- 10.) Never use any information gained in confidentiality in the performance of governmental duties as a means of making private profit.
- 11.) Expose through appropriate means and channels, corruption, misconduct, or neglect of duty whenever discovered.
- 12.) Adhere to the principle that the public's business should be conducted in the public view by observing and following the letter and spirit of the Freedom of Information Act using closed sessions only to deal with the sensitive personnel, legal matters, contractual matters by the Code of Virginia.
- 13.) Avoid using the position of public trust to gain access to the media for the purposes of criticizing colleagues, citizens or personnel, impugning their integrity, or vilifying their personal beliefs.
- 14.) Make sure, when responding to the media, that a clear distinction is made between personal opinion or belief and a decision made by the Board.

- 15.) Review these principles orally and in public session at the annual organizational meeting each year.
- 16.) Pledge to honor and uphold these principles, ever conscious that public office is a public trust.

STANDARDS OF CONDUCT

Recognizing that persons holding a position of public trust are under constant observation by the media and interested county residents, and recognizing that maintaining the integrity and dignity of the public office is essential for maintaining high levels of public confidence in our institutions of government, every current and future member of the Board of Supervisors will adhere to the following Standards of Conduct:

- 1.) Avoid during public meetings and during the performance of public duties the use of abusive, threatening, or intimidating language or gestures directed at colleagues, citizens, or personnel.
- 2.) Pay all taxes due to the County, State, or National Government.
- 3.) Avoid a private lifestyle that causes public doubt upon the integrity and competence of the County Government.
- 4.) Make a conscientious effort to be well prepared for each meeting.
- 5.) Recognizing the dignity of each individual, the Board shall attempt to avoid offering public criticism of colleagues or County employees.
- 6.) Work to create a positive environment in public meetings where citizens will feel comfortable in their roles as observers or participants.
- 7.) Maintain an attitude of courtesy and consideration toward all colleagues and staff during all discussions and deliberations.

- 8.) Be tolerant. Allow citizens, employees or colleague's sufficient opportunity to present their views.
- 9.) Be respectful and attentive. Avoid comments, body language or distracting activity that conveys a message of disrespect for the presentations from citizens, personnel, or colleagues.
- 10.) Be concise. Avoid the practice of taking more time to address an issue before the body than is necessary and essential for an adequate consideration of those matters being discussed.
- 11.) Provide appropriate mechanisms for disciplining members who violate the code of ethics and standards of conduct by using, as a final measure of discipline, censure or removal from the position.
- 12.) Board members will follow the procedure of communicating directly with the County Administrator and/or the Chairman of the Board on all County matters.

CITIZENS AND MEDIA CONTACTS

- 1.) In responding to questions, from the media or citizens, Board members should:
 - a.) Remind the listener that they are not speaking for the entire Board;
 - b.) Clarify their position on a particular item;
 - c.) Make "no public comment" on closed session matters in reference to individuals, real estate, and other areas addressed pursuant to Section 2.2-3711 of the Code of Virginia.

- 2.) Each Board member must remember that personnel matters are to remain confidential and that it is the obligation of the Board and its membership to protect the privacy of the individual.
- 3.) The Board will focus on issues and avoid making public comments about individuals, staff members, fellow Board members, community residents or media representatives. The Board Chairman should be the main contact for County matters. When requested to do any interview, the Board member asked, should contact the Chairman and the County Administrator to tell them of the nature of the interview. In turn, they will tell the other Board members of the circumstances of the interview. This procedure does not preclude any member from responding to individual questions from the media.

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

d. Review Committee Appointments

On a motion by Supervisor Osl and carried unanimously, the Board approved the Committee appointments as presented:

Cumberland County Board of Supervisors		
Calendar Year 2017 Board and Commission Assignments		
Board / Commission	Board Representative	Staff Representative
Events Committee	Mr. Osl	
Landfill Advisory Committee	Mr. Banks	
Civil Rights Committee		
Chief Local Elected Officials (CLEO)	Mr. Meinhard	Ms. Giles
Cobbs Creek Project	Mr. Osl	Mrs. Carter

Community Policy Management	Mr. Osl	Ms. Giles
Crossroads Community Services	Mr. Banks	
Planning Commission	Mr. Meinhard	Mrs. Carter
Library Board of Trustees	Mr. Osl	
Emergency Services Committee	Mr. Ingle	Mr. Perry
Farmville Area Chamber of Commerce		Mrs. Salerno
Heartland Authority	Mr. Ingle	Ms. Giles
Economic Development Authority	Mr. Meinhard	Ms. Giles
Leadership Class Steering Committee	Mr. Meinhard	
Local Emergency Planning Committee	Chairman or designee	Ms. Giles Mr. Tom Perry
Museum Advisory Board	Mr. Meinhard	
Piedmont Court Services	Mr. Wheeler	
Piedmont Regional Jail Board	Mr. Wheeler	Ms. Giles
Piedmont Juvenile Detention Center Board		Ms. Giles
Recycling Task Force	Mr. Ingle	
Resource Conservation & Development	Mr. Osl	Ms. Giles
Sesquicentennial Committee	Mr. Meinhard	
Social Services Board	Mr. Ingle	
Water & Sewer Advisory Board	Mr. Ingle	Mr. Saxtan
Wireless Authority	Mr. Ingle	Mr. Howard

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

e. Review goals and priorities

On a motion by Supervisor Wheeler and carried, the Board approved the 2017 Goals and Priorities, and discussed having a workshop after budget season:

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

9. 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:

- Dr. Griffin urged the Board to visit the state website to view the School's report cards and complete school profiles as she briefly reviewed them with the Board.

- b) VDOT

There were no VDOT representatives present.

- c) Ms. Robin Sapp, Cumberland Public Library

Ms. Sapp was not present.

10. Public Comments

There were no citizens signed up to speak.

11. Public Hearings

N/A

12. County Attorney/County Administrator Report

- a) Consent Agenda

- 1) Approval of Bills for December 2016 and January 2017. There were no approved bills for January 10, 2017. Ratified bills for December 14, 2016 to January 09, 2017 of warrants total \$443,813.19 with check numbers ranging from 74226 to 74506. Direct Deposits total \$157,100.95.
- 2) Approval of Minutes (December 13, 2016)

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

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

- b) Approve and Re-Adopt PRJ Documents

County Administrator, Vivian Giles, informed the Board that the PRJ documents were adopted in November 2016, and following that action, member counties requested minor changes including the addition of Mr. Stephen Bowen as the third PRJ Authority member for Nottoway County.

On a motion by Supervisor Banks and carried unanimously, the Board approved and re-adopted the PRJ documents:

**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

ADDRESSES

Thomas Gleason
Supervisor, Amelia County

8501 South Genito Road
Jetersville, Virginia 23083

Taylor Harvie, III
County Administrator
Amelia County

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

Ricky L. Walker, Sheriff
Amelia County

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

Rebecca S. Carter
County Administrator
Buckingham County

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

William G. Kidd, Sheriff
Buckingham County

P.O. Box 50
Buckingham, Virginia 23921

Frank M. Knott, Jr.
Buckingham County

871 Hall Road
Buckingham, Virginia 23921

Vivian Giles
County Administrator
Cumberland County

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

Darrell Hodges, Sheriff
Cumberland County

P.O. Box 71
1492 Anderson Highway

	Cumberland, Virginia 23040
Parker Wheeler Supervisor, Cumberland County	318 Dana Drive Farmville, Virginia 23901
Tracy M. Gee County Administrator Lunenburg County	11413 Courthouse Road Lunenburg, VA 23952
Edward W. Pennington Supervisor, Lunenburg County	P.O. Box 214 1121 Mecklenburg Avenue Victoria, Virginia 23974
Arthur Townsend, Sheriff Lunenburg County	160 Courthouse Square Lunenburg, VA 23952
Ronald E. Roark County Administrator Nottoway County	P.O. Box 92 344 West Courthouse Road Nottoway, VA 23955
Larry J. Parrish, Sheriff Nottoway County	P.O. Box 6 266 West Courthouse Road Nottoway, Virginia 23955
Stephen W. Bowen Supervisor, Nottoway County	1605 Orchard Road Burkeville, Virginia 23922
Wade Bartlett County Administrator Prince Edward County	P.O. Box 382, 111 South Street Farmville, Virginia 23901
Jimmy W. Garnett Prince Edward County	5368 Lockett Road Rice, Virginia 23966
Wesley W. Reed, Sheriff Prince Edward County	P.O. Box 25 28 Campbell Crossing Road Meherrin, Virginia 23954

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 is, at present, a proposed capital project for the expansion and renovation of Authority jail facilities with preliminary estimated capital costs of \$4.2 million. The Authority is expected to issue revenue bonds to finance these capital costs and one-half of these capital costs are expected to be reimbursed to the Authority by the Commonwealth of Virginia Board of Corrections.
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: January 10, 2017.

**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.

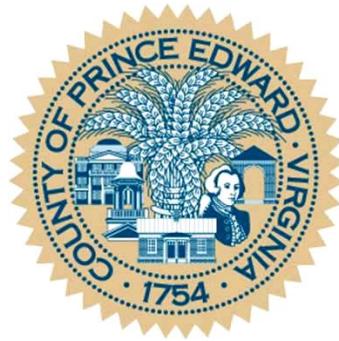
2. The Chairman or Vice Chairman of the Board of Supervisors, or either of them, is hereby authorized and directed to execute the Service Agreement.

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: January 10, 2017.



Piedmont Regional Jail Authority

Service Agreement

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PIEDMONT REGIONAL JAIL AUTHORITY

SERVICE AGREEMENT

This Service Agreement (**the “Agreement”**) is made as of this 1st day of January, 2017, 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 operation of the Jail Facilities and payable as operating expenses in accordance with generally accepted accounting principles and state law, and shall also include (i) debt service payments only on operating indebtedness of the Authority and not on indebtedness incurred for capital expenditures; (ii) required payments to the Operating Reserve Fund; and (iii) required payments to any Debt Service Reserve Fund established in connection with Bonds issued only for operating expenditures, not for capital expenditures, and other reasonable or necessary payments required to comply with covenants imposed by the documents under which such operating expenditure 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 4.8 but excluding any political subdivisions that may have withdrawn from the Authority as provided in Section 4.9.

“Member Jurisdiction Default” has the meaning given to such term in Section 7.2.

“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 3.3.

“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 2.1.

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 2.2(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 shall 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 3.1 (g) 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 3.1 (g). 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.

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 useage 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 as required pursuant to Section 3.1 (c) or Section 3.1 (e) above;

(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 3.1 (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 7.4(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 3.1 (a), 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 and such proportionate share of costs to be determined as set forth in Section 4.9 (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

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

c) Revised FY17-18 Budget Calendar

On a motion by Supervisor Osl and carried unanimously, the Board approved the revised FY17-18 Budget 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 4, 2017	Public Hearing on the proposed budget, tax rates, and capital improvement program.
April 11, 2017	Adoption of fiscal year 2017-2018 budget, tax rates, and capital improvement program.
June 2017	Appropriation of funds for the adopted fiscal year 2017-2018 budget.

This calendar is subject to change at any time at the direction of the Board of Supervisors.

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

13. Finance Director's Report

- a) Monthly budget Report

There was no discussion regarding the monthly budget report.

- b) Appropriation request for the Sheriff's Department for \$4,784.00

On a motion by Supervisor Wheeler and carried unanimously, the Board approved an appropriation in the amount of \$4,784.00 for the Sheriff's Department:

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

- c) Appropriation request for the Sheriff's Department for \$105.00

On a motion by Supervisor Wheeler and carried unanimously, the Board approved an appropriation in the amount of \$105.00 for the Sheriff's Department:

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

14. Planning Director's Report

- a) Planning Project update

There was no discussion on the Planning Project updates.

15. Old Business

County Administrator, Vivian Giles, informed the Board that in November, Ms. Mary Hickman, Commonwealth Regional Council Executive Director, came before the Board to ask that they consider joining the CRC in a regional grant application for CEDS planning grant and ultimately to be designated as a regional planning organization. The CRC offered to allow Cumberland County to participate in this

process with no obligation at this time but a commitment to join CRC if the CEDS application is successful. Previously the Board of Supervisors had questioned whether CRC membership would be required upon a successful CEDS application or later upon a successful application to become a regional planning organization.

Ms. Giles confirmed that pursuant to the CRC offer, CRC membership would be required upon a successful CEDS application.

Mr. Osl inquired if there is a \$5 fee if you renew your tags in the DMV office locally versus renew online. Ms. Giles said that she speculates that this is the case.

16. New Business

N/A

17. Public Comments (Part 2)

There were no citizens signed up to speak.

18. Board Member Comments

Supervisor Wheeler suggested renaming Poorhouse Road to avoid any negative impact on the Business Park.

Supervisor Osl wished all a Happy New Year, and congratulated Chairman Ingle.

Chairman Ingle thanked everyone, especially Supervisor Banks for an excellent job as Chairman.

19. Adjourn into Closed Session-

The Board did not enter into closed meeting.

20. Reconvene in Open Session-

The Board did not enter into closed meeting.

21. 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 – November 26, 2016

- f) 2016 Annual Business License Report
- g) 2016 Annual Building Inspections Report
- h) 2016 Annual Soil and Erosion Report

22. Adjourn -

On a motion by Supervisor Osl and carried, unanimously, the Board adjourned the meeting until the next regular meeting of the Board scheduled for February 14, 2017 at 7:00 p.m. in the Circuit courtroom of the Cumberland Courthouse.

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

W.M. Kevin Ingle, Chairman

Vivian Giles, County Administrator/County Attorney