

At a meeting of the Cumberland County Board of Supervisors held at 7:00 p.m. on the 8<sup>th</sup> day of August, 2017, at the Cumberland County Circuit Court Room:

Present: Kevin Ingle, District 3, Chairman  
Parker Wheeler, District 5, Vice-Chairman  
William F. Osl, Jr., District 1  
Lloyd Banks, Jr., District 2  
David Meinhard, District 4  
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. Welcome and Pledge of Allegiance**

The Pledge of Allegiance was led by the Chairman.

**3. Roll Call**

County Administrator, Vivian Giles, called the roll.

**4. Approval of Agenda**

On a motion by Supervisor Banks and carried unanimously, the Board approved the Agenda as presented:

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

**5. State and Local Department/Agencies**

- a) Mr. Chuck Kirby and Ms. Jean Plymale, Center for Innovative Technology

County Administrator, Vivian Giles, informed the Board that staff had seen a presentation by the Center for Innovative Technology (CIT) during a VGA meeting and asked that representatives come and speak to the Board. The CIT is available as a resource for Cumberland to evaluate the communities' needs for Broadband Internet Services. Ms. Giles also stated that in order for Cumberland to be eligible to participate in the initiatives that are forthcoming, the County needs the analysis and data to provide to a service provider.

Mr. Chuck Kirby, Director of Broadband, and Ms. Jean Plymale, Broadband Project Manager, provided the Board with a PowerPoint presentation. There is no cost to the locality to partner with CIT as they are state sponsored. CIT will provide the needs assessment to the County which will allow an RFP to be issued based on the needs the County has identified, not needs based on what a service provider can offer. If the County decides to partner with CIT, the Board should pass a motion to partner with CIT to facilitate the County's Broadband initiative. The next step would be to direct the County Administrator to assemble a panel of County representatives to work with CIT to gather data. Then CIT will conduct Phase 1 of the study, which is the Broadband Needs Assessment. After some discussion, the Board agreed to partner with CIT.

On a motion by Supervisor Banks and carried unanimously, the Board agreed to partner with the Center for Innovative Technology:

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

The Board directed Ms. Vivian Giles, County Administrator, to move forward with the initiative, to include the creation of a Broadband Initiative Board.

b) Dr. Amy Griffin, Superintendent of Cumberland County Public Schools

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

- The first day of school is tomorrow, August 9, 2017.
- Dr. Griffin gave an update on CCPS activities over the summer
- Every child at the Elementary school will receive free breakfast and lunch this school year
- Dr. Griffin thanked those in the community that provided support to the children in the community and providing free school supplies.

c) VDOT

Carrie Shepheard, VDOT representative, informed the Board that the Rural Rustic Project on Rt. 620, Duncan Store Road, will be completed very soon and VDOT continues to respond to citizen complaints as they are received.

d) Ms. Robin Sapp, Cumberland Public Library

Ms. Sapp was not in attendance.

- e) Mr. Shannon Lewis, Forest Manager, Cumberland State Forest

Mr. Shannon Lewis, Forest Manager, provided an annual report to the Board, and presented a check in the amount of \$19,667.25 as a payment in lieu of taxes for the State Forest property.

- f) Mr. Tom Perry, Chief, Cumberland Fire & EMS

Mr. Perry informed the Board that emergency calls are picking up, and the fleet of vehicles are aging. Mr. Perry asked the Board for guidance regarding applying for grants for a new ambulance for Cumberland Rescue, and selling one or two of the existing ambulances. The Chairman directed Mr. Perry to explore as many grants as possible to obtain as many new units as necessary.

## 6. **Public Comments**

There were no citizens signed up to speak.

## 7. **Public Hearings**

- a) CUP 17-02 Lapp Store

Zoning Administrator, Sara Carter, informed the Board that Mr. Benjamin Lapp is requesting a CUP for a general store on 24.03 acres at the corner of Airport and Plank Roads. Mr. Lapp's intent is to construct a store building that the Amish Community can operate and stock with fresh produce, baked goods, and bulk foods. The Chairman opened the public hearing. With no citizens signed up to speak, the Chairman then closed the public hearing. Supervisor Banks asked the about conditions regarding the operational hours. Ms. Carter stated that the Planning

Commission discussed the hours, but did not reflect any conditions.

On a motion by Supervisor Wheeler and carried unanimously, the Board approved CUP 17-02 Lapp Store:

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

b) Lease of Cumberland Ballpark Concessions

County Administrator, Vivian Giles informed the Board that the Cartersville Volunteer Fire Department has operated the concession stands at the Cumberland Ballpark located on Old Buckingham Road as a fundraiser for the Fire Department. This opportunity was offered to all emergency services agencies in the county, though Cartersville Fire Department was the only agency that expressed an interest and was able to staff the concession. Cartersville Fire Department now wants to continue to operate the concessions on a daily basis to raise funds for the new building.

The Chairman asked why this action item was moved from the County Administrator's report to a public hearing. Ms. Giles informed the Board that it is a statutory requirement if the County is selling or leasing any property that a public hearing be held. Ms. Giles stated that this public hearing was published in the paper for two consecutive weeks. Ms. Giles also stated that water to the Ballpark is provided by the Cumberland Volunteer Fire Department. County staff directed Cartersville Fire Department to contact Cumberland Fire Department to discuss the water usage issue and reach an agreement prior to entering into a lease with the County. The lease provides for a \$200 a month lease payment to the County by Cartersville Fire Department.

The Chairman opened the public hearing. With no citizens signed up to speak, the Chairman then closed the public hearing. Supervisor Osl asked if the \$200 a month lease payment would go to the Recreation Department; Ms. Giles confirmed that it would. Supervisor Osl also requested that verbiage be added to require adherence to all federal, state and local laws.

On a motion by Supervisors Banks and carried unanimously, the Board approved a lease of the Cumberland Ballpark to the Cartersville Volunteer Fire Department in the form provided with suggested amendments:

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

**8. County Attorney/County Administrator Report**

- a) Consent Agenda
  - 1) Approval of Bills for July 2017 and August 2017. Approved bills for August 8, 2017 were \$101,176.82. Ratified bills for July 12, 2017 to August 7, 2017 of warrants total \$791,491.33 with check numbers ranging from 75594-75852. Direct Deposits total \$159,384.26.
  - 2) Approval of Minutes (July 11, 2017)

On a motion by Supervisor Osl 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) SVCC Lease Renewal

On a motion by Supervisor Banks and carried unanimously, the Board approved the renewal of the SVCC Lease for one year expiring on August 31, 2018:

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

c) David Daniel Lease Termination

County Administrator, Vivian Giles, informed the Board that Mr. Daniel entered into a lease with the County for the property located at 1550 Anderson Hwy. beginning December 1, 2014. For some time, Mr. Daniel operated a bulk frozen food sales establishment. However, for the last two years, that business has not been active at that location. Mr. Daniel is requesting to terminate the lease for personal reasons. The lease expires November 30, 2019.

On a motion by Supervisor Banks and carried unanimously, the Board approved the termination of lease between Mr. David Daniel and the County effective September 1, 2017:

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

d) Police Mutual Aid Agreement

On a motion by Supervisor Osl and carried unanimously, the Board approved the Police Mutual Aid Agreement between Cumberland County and the Town of Farmville:

## **POLICE MUTUAL AID AGREEMENT**

THIS AGREEMENT, made this 8<sup>th</sup> day of 2017, by and between the **COUNTY OF CUMBERLAND**, a County of the Commonwealth of Virginia, hereinafter sometimes referred to as "Cumberland", and the **TOWN OF FARMVILLE**, a Virginia Municipal Corporation, hereinafter sometimes referred to as "Farmville".

**WHEREAS**, Virginia law authorizes local governments to enter into reciprocal agreements for cooperation in the furnishing of police services; and

**WHEREAS**, the Town of Farmville and the County of Cumberland have determined that the provision of police aid across jurisdictional lines will increase each locality's ability to preserve the safety and welfare of their respective communities; and

**WHEREAS**, it is deemed to be mutually beneficial to Cumberland and Farmville to enter into an agreement concerning mutual aid with regard to law enforcement; and

**WHEREAS**, the parties desire that the terms and conditions of any such police Mutual Aid Agreement be established; NOW THEREFORE

### **WITNESSETH:**

**THAT** for and in consideration of the mutual benefits to be derived by Cumberland and Farmville from a Police Mutual Aid Agreement, Cumberland and Farmville hereby covenant and agree, each with the other, as follows:

1. The County of Cumberland and the Town of Farmville will endeavor to provide support to the jurisdictions which are parties to this Agreement within the capabilities available at the time of this Agreement.
2. Nothing contained in this Agreement should in any manner be construed to compel any of the parties hereto to respond to a request for police support when the police personnel of the jurisdiction to whom the request is made are, in the opinion of the requested jurisdiction, needed or are being used within the boundaries of that jurisdiction, nor shall any request compel the requested jurisdiction to continue to provide support in another jurisdiction when its police personnel or equipment, in the opinion of the requested jurisdiction, are needed for other duties within the boundaries of its jurisdiction.
3. No party to this Agreement shall be liable to any other party hereto for any loss, damage, personal injury or death to police personnel or equipment resulting



from the performance of this Agreement, whether such occur within or without the jurisdictional boundaries of the respective parties hereto.

4. There shall be no liability to any of the parties hereto for reimbursement for injuries to police, equipment or personnel occasioned by a response or police action, or for injuries to such equipment or personnel incurred when going to or returning from another jurisdiction. Neither shall the parties be liable to each other for any other costs associated with, or arising out of, assistance pursuant to this agreement.
5. Request for assistance pursuant to the terms and conditions of this Agreement shall be made by the Sheriff of Cumberland or his designee, or the Chief of the Town of Farmville, or his designee.
6. The requesting jurisdiction shall be responsible for establishing a radio communications system for use by the requested jurisdiction. Each jurisdiction shall create and maintain a mutual aid implementation plan as part of their communications standard operating manual.
7. The personnel of the requested jurisdiction shall render such assistance under the direction of the Sheriff of Cumberland County or the Chief of the Farmville Police Department, as the case may be, designated by the requesting jurisdiction; provided, however, that the ultimate control of the personnel of any party rendering assistance shall rest with the officers or supervisors of such personnel.
8. The services performed and expenditures made under this Agreement shall be deemed for public and governmental purposes and all immunities from liability enjoyed by the local government within its boundaries shall extend to its participation in rendering assistance outside its boundaries. It is understood that for the purposes of this Agreement, the responding party is rendering aid once it has entered the jurisdictional boundaries of the party receiving assistance.
9. All pensions, relief, disability, workman's compensation, life and health insurance, and other benefits enjoyed by the employees of Cumberland and Farmville shall extend to the services they perform under this Agreement outside their respective jurisdictions.
10. All police officers, agents, and other employees of the parties to this agreement shall have the same powers, rights, benefits, privileges, and immunities in every jurisdiction subscribing to this Agreement, including the authority to make arrests in every such jurisdiction subscribing to this Agreement.
11. The parties of this Agreement recognize that they are fully capable of independently providing services to adequately serve their respective political

subdivisions. The governing bodies of the parties to this Agreement each agree that this Agreement shall neither be used against the counties in any future annexation proceeding nor shall any cooperative undertaking arising out of this Agreement be used against the counties in any future annexation proceedings. This cooperative Agreement is entered into in furtherance of the policies set forth in Section 15.2-1726 of the Code of Virginia, 1950, as amended and shall be without prejudice to either locality.

12. Law enforcement support provided by Cumberland pursuant to this Agreement shall include, but not be limited to, the following resources: uniformed officers, plainclothes officers, and related equipment. Law enforcement support provided by Farmville pursuant to this Agreement shall include, but not be limited to, the following resources: uniform police, canine officers, and related equipment.
13. Officers responding to this Agreement shall be granted authority to enforce the laws of the Commonwealth of Virginia and to perform the other duties of a law enforcement officer; such authority shall be in conformance with the statutory authority provided in the Code of Virginia.
14. This agreement repeals and supersedes all previous written agreement or oral understandings relating to the provision of mutual police services. With the exceptions of those portions of other agreements and documents referred to herein, this Agreement represents the sole document regulating the provisions of mutual police services.
15. This Agreement may be terminated at any time by either party giving thirty (30) days written notice to that effect to the other party hereto.

**COUNTY OF CUMBERLAND**

By: \_\_\_\_\_  
Chairman, Board of Supervisors

**SHERIFF OF CUMBERLAND COUNTY**

By: \_\_\_\_\_  
Sheriff

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
County Attorney

**TOWN OF FARMVILLE**

By: \_\_\_\_\_  
Mayor, Town of Farmville

**CHIEF, FARMVILLE POLICE DEPARTMENT**

By: \_\_\_\_\_  
Chief

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Town Attorney

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

e)     USDA Rural Development Community Facilities Grant

County Administrator, Vivian Giles, informed the Board that the Sheriff’s Department was approved for a grant with USDA Rural Development for an amount not to exceed \$25,000 for the purchase of two police vehicles. The current budget included \$66,000 for said vehicles, but with the grant, the out of pocket total for the county will be between \$35,000-\$40,000.

On a motion by Supervisor Wheeler and carried unanimously, the Board approved the acceptance of the USDA Rural Development Community Facilities Grant in the amount of \$25,000, the adoption of all forms required for the grant, and the proper execution by the county administrator of those forms:

**Resolution in Support of USDA Rural Development Community Facilities Loans & Grant Program Grant**

**WHEREAS**, the Cumberland County Sheriff’s office has requested three (3) new patrol vehicles to serve the community to be purchased in Fiscal Year 2018; and

**WHEREAS**, while the Cumberland County Sheriff’s office with Grants Administration has identified and applied for the funding through the USDA Rural Development Community Facilities Loan and Grants Program; and

**WHEREAS**, a USDA grant –Rural Development Community Facilities Loan and Grant program , has been awarded to the Cumberland County, will assist with the purchase of three new patrol cars with an amount up to \$25,000 for the Sheriff’s Department; and

**NOW, THEREFORE, BE IT RESOLVED** that the Cumberland County Board of Supervisors voted on the USDA grant award letter on August 8, 2017 at a regular Board of Supervisors meeting and authorized the County Administrator to execute on behalf of the Cumberland County Board of Supervisors, the paperwork for the grant mentioned above and to execute such other documents including, but not limited to, debt instruments and security instruments as may be required in obtaining the said financial assistance.

Adopted the 8<sup>th</sup> day of August 2017.

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

f)       Commissioner of the Revenue Personal Property Tax Rate

On a motion by Supervisor Banks and carried unanimously, the Board approved the 2017 PPTRA rate of \$40.91%:

**Resolution Pursuant to  
Cumberland County Code § 58-291  
Adoption of the Calendar Year 2017  
Personal Property Tax Relief Act  
Percentage to be Applied to  
Tangible Personal Property**

**August 8, 2017**

**WHEREAS**, Va. Code § 58.1-3524 requires the governing body of each locality annually to establish a rate at which personal property tax relief is applied to tangible personal property; and

**WHEREAS**, pursuant to Cumberland County Code § 58-291, the Board of Supervisors is required to establish, by resolution, the percentage of tax relief at such a level that it anticipates to fully exhaust the Personal Property Tax Relief Act funds received from the Commonwealth; and

**WHEREAS**, the Commissioner of the Revenue has determined that for calendar year 2017, the rate at which the Personal Property Tax Relief Act funds received from the Commonwealth would be exhausted in Cumberland County, when applied to tangible personal property, is 40.91%.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of Cumberland County, Virginia hereby established the calendar year 2017 Personal Property Tax Relief Act percentage to be applied to tangible personal property taxed in Cumberland County, Virginia to be 40.91%.

Adopted the 8<sup>th</sup> day of August, 2017.

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

**9. Finance Director's Report**

a)    Monthly budget Report

                  There was no discussion regarding the monthly budget report.

b)    FYE 17 Year End Transactions

                  On a motion by Supervisor Osl and carried unanimously, the Board approved the FYE17 Year End Transactions as presented:

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

c)    Request for appropriation from Circuit Court Clerk - \$7,178.00:

On a motion by Supervisor Osl and carried unanimously, the board approved an appropriation in the amount of \$7,178.00 for Circuit Court Clerk from the Virginia Circuit Court Records Preservation Program for the restoration of Deed Book 16:

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

- d) Request for appropriation of grant funds from the Virginia Department of Health Four-for-Life Program - \$.9,970.48:

On a motion by Supervisor Osl and carried unanimously, the Board approved an appropriation in the amount of \$9,970.48 from the Virginia Dept. of Health Four for Life Funds for Cartersville Rescue Squad:

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

**10. Planning Director's Report**

- a) Planning Project update

There was no discussion on the Planning Project updates.

**11. Old Business**

Senator Peake is interested in meeting with the Board to discuss goals and priorities. Ms. Giles suggested holding a workshop with Mr. Peake. It was the consensus of the Board to ask

Mr. Peake to meet at 6:00 p.m. on either the September or October Board meeting dates.

**12. New Business**

N/A

**13. Public Comments (Part 2)**

There were no citizens signed up to speak.

**14. Board Member Comments**

**15. Adjourn into Closed Meeting-**

On a motion by Supervisor Wheeler and carried, the Board entered into closed meeting pursuant to the Virginia Code Sections below to discuss the subjects identified:

Pursuant to Virginia Code § 2.2-3711.A.7: Consultation with  
Legal Counsel

Subject: Community Host Agreement

Pursuant to Virginia Code § 2.2-3711.A.1: Personnel –  
Salaries of specific public employees;

Subject: Salary increase implemented in November 2016

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

**16. Reconvene in Open Meeting-**

The Board returned to regular meeting on a motion by Supervisor Osl.

A motion was made by Mr. Osl and adopted by the following vote:

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Cumberland County hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Board of Supervisors of Cumberland County.

**17. Additional Information**

- a) Treasurer's Report
- b) DMV Report
- c) Monthly Building Inspections Report



- d) Approved Planning Commission meeting minutes – April 24, 2017 & May 22, 2017
- e) Approved EDA meeting minutes – May 23, 2017

**18. Adjourn -**

On a motion by Supervisor Osl and carried unanimously, the Board adjourned the meeting until the next regular meeting of the Board to be held on Tuesday, September 12, 2017 at 6:00 p.m. in the Circuit Court Room of the Cumberland Courthouse for a work session with Senator Mark Peake.

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

---

Wm. Kevin Ingle, Chairman

---

Vivian Giles, County Administrator/County Attorney