

At a meeting of the Cumberland County Board of Supervisors held at 7:00 p.m. on the 1<sup>st</sup> day of November, 2016, 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  
Nicci Edmondston, Assistant County Administrator  
Sara Carter, Planning Director

Absent: None

**1. Call to Order**

The Chairman called the meeting to order.

**2. Welcome and Pledge of Allegiance**

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

**3. Roll Call**

County Administrator, Vivian Giles, called the roll.

**4. Approval of Agenda**

On a motion by Supervisor 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

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

a) Dr. Amy Griffin Superintendent of Cumberland County Schools

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

- CUCPS hosted 60 teachers across Region 8 and Fluvanna for the Library of Congress, Making History Alive Professional Development Session
- Cumberland Volunteer Fire Department visited CCES for Fire Prevention month
- CUCPS participated in the CommUnity Festival on October 30, 2016 to show support for local law enforcement
- The Cumberland Middle School Marching Band took the field for the first time on October 28<sup>th</sup>, and participated in a Marching Band competition on October 29<sup>th</sup>.
- Mathew Bapties is the James River District and the Conference 42 Cross Country Champion, and Runner of the Year.

b) VDOT

There was no VDoT representatives present.

c) Ms. Robin Sapp, Cumberland Public Library –

Ms. Sapp was not present.

d) Ms. Mary Hickman, Commonwealth Regional Council

Ms. Hickman reviewed the benefits of being an active member of the Commonwealth Regional Council. Some of the benefits include:

- Qualifying Cumberland County for financial assistance from Federal EDA Grants for construction, upgrades or expansion of Public Works, Water and Sewer, Industrial Development Parks, and Skilled Training Facilities.
- Technology based facilities for economic development.
- Economic adjustment assistance in economically distressed areas.
- Economic opportunities that foster job creation and attract private investment.

In the past several years, Federal Agencies look favorably on joint/regional planning efforts when reviewing proposed projects and grant requests. In addition, many funding agencies utilize a scoring system which looks at whether a project has been identified as a priority through a regional strategic planning process as a priority for the locality. If the project has not been identified as a priority through the regional strategic planning process, it can lose points in the competitive funding process. Examples of programs that utilize this concept in their scoring system for funding include the Virginia Department of Housing and Community Development (VDHCD) and the Virginia Department of Transportation (VDOT).

The CRC does not want Cumberland to lose an opportunity to ensure its eligibility for future EDA

assistance for its economic development initiatives. While Cumberland is not an active member of the CRC, the CRC is offering the County an opportunity to be a participant in the regional application to the EDA for financial assistance to undertake the Comprehensive Economic Development Strategy (CEDS) process for its members. The CRC Non-Member Participation Policy, Cumberland's share of the match would be \$7,500. However, because the CRC does not want Cumberland to lose this opportunity, the CRC has elected to waive the match. As a condition of this waiver, Cumberland would be expected to activate its annual membership in the CRC if the regional application is successful to ensure full support of the regional project. If the application is not successful, there would be no obligation of CRC membership by Cumberland even though Cumberland remains eligible. The annual membership fee for Cumberland to participate in the CRC is \$15,700. Based on the project, the majority of the grants require a 50/50 match.

**6. Public Comments**

There were no citizens signed up to speak.

**7. Public Hearings**

a) Cumberland Community Center Lease Agreement

This item was moved until the December 13, 2016 meeting. No action was taken at this time.

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

a) Consent Agenda

- 1) Approval of Bills for October 2016 and November 2016. Approved bills for November 1, 2016 total

\$28,073.94. Ratified bills for October 12, 2016 thru October 31, 2016 of warrants total \$369,976.82 with check numbers ranging from 73881-74061. Direct Deposits total \$153,412.06.

- 2) Approval of Minutes (October 11, 2016)

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) Piedmont Regional Jail Board Authority

**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**

Taylor Harvie, III  
Amelia County

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

---

Amelia County

Ricky L. Walker  
Amelia County  
Sheriff

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

Rebecca S. Carter  
Buckingham  
County

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

---

Buckingham  
County

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

P.O. Box 50  
Buckingham, Virginia  
23921

Vivian Giles  
Cumberland  
County

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

---

Cumberland  
County

Darrell Hodges

P.O. Box 71

Cumberland  
County Sheriff

Cumberland, Virginia  
23040

Tracy M. Gee  
Lunenburg County

11413 Courthouse Road  
Lunenburg, VA 23952

---

Lunenburg County

Arthur Townsend  
Lunenburg County  
Sheriff

160 Courthouse Square  
Lunenburg, VA 23952

Ronald E. Roark  
Nottoway County

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

---

Nottoway County

Larry J. Parrish  
Nottoway County  
Sheriff

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

Wade Bartlett  
Prince Edward  
County

Post Office Box 382  
Farmville, Virginia 23901

---

Prince Edward  
County

Wesley W. Reed  
Prince Edward  
County Sheriff

PO Box 25  
Farmville, VA 23901

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

4. The purposes for which the Authority is created are acquiring, constructing, owning, equipping, maintaining and operating regional jail facilities, including, but not limited to, enlarging, renovating, and improving such facilities; acquiring the necessary real

and personal property therefor, with the right of contract for the use of, or to lease, mortgage, or sell any or all of such facilities, including real property; and doing any and all things deemed by the Authority necessary, convenient and desirable for and incident to the efficient and proper development and operation of these facilities to the greatest extent allowed by applicable law.

5. There are at present no proposed capital projects or financing plans in relation to Authority jail facilities, and because there are no preliminary estimates of capital costs or financing proposals for any specific project or projects to be undertaken by the Authority, the Board of Supervisors finds that inclusion of such information in this Resolution is not practicable.
6. The Authority is instructed to take all necessary steps toward the organization, including, but not limited to, conducting an organizational meeting, and all other necessary actions
7. This resolution shall be effective immediately upon its adoption.

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

**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.

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

**PIEDMONT REGIONAL JAIL AUTHORITY**

**SERVICE AGREEMENT**

This Service Agreement (**the “Agreement”**) is made as of this 11<sup>th</sup> day of November, 2016, by and among the Piedmont Regional Jail Authority (**the “Authority”**) and the counties of Amelia, Buckingham, Cumberland, Lunenburg, Nottoway and Prince Edward each of which is a political subdivision of the Commonwealth of Virginia (**collectively the “Member Jurisdictions” and individually, a “Member Jurisdiction”**).

## **RECITALS**

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

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

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

## **ARTICLE I**

### **DEFINITIONS**

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

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

**“Applicable Law”** mean all applicable laws, ordinances, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority and all rules,

regulations, orders, interpretations, licenses and permits of any Federal, state, county, municipal, regional, foreign or other governmental body, instrumentality, agency or authority.

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

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

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

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

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

**“Expenses”** mean all expenses which may reasonably be determined by the Authority to be attributable directly or indirectly to the ownership or operation of the Jail Facilities and payable as operating expenses in accordance with generally accepted accounting principles and state law, and shall also include debt service payments on indebtedness of the Authority and other capital costs, required payments to the Operating Reserve Fund, required payments to any Debt Service Reserve Fund established in connection with Bonds and other reasonable or necessary payments required to comply with covenants imposed by the documents under which Bonds are issued.

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

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

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

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

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

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

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

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

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

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

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

Year divided by the estimated number of days the Jail Facilities are to be available for use in such Fiscal Year.

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

## **ARTICLE II**

### **PROVISIONS OF SERVICE, OPERATION AND MAINTENANCE**

#### **Section 2.1 Acceptance of Prisoners.**

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

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

### Commitment of Prisoners.

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

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

### **Section 2.3 Transportation of Prisoners.**

Unless the Member Jurisdictions and the Authority agree otherwise, each member jurisdiction shall be responsible for the initial transportation of Prisoners from such Member Jurisdiction to the Jail Facilities for processing and for all costs, expenses and security relating to such Prisoners during transportation. The Authority agrees to provide transportation of such Prisoners to and from any and all court appearances and shall remain with and maintain responsibility for such Prisoners while such Prisoners await court appearance, unless otherwise agreed by the parties.

### **Section 2.4 Operating and Maintenance.**

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

**Section 2.5 Insurance.**

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

**Section 2.6 Annual Report.**

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

**Section 2.7 Annual Budget.**

A budget committee comprised of the county administrators of each Member Jurisdiction shall prepare and provide to the members of the Jail Authority Board of Directors and to each Member Jurisdiction on or before March 1<sup>st</sup> of each year the Authority's Annual Budget for the next Fiscal Year. Such Annual Budget shall set forth the Facilities Charge Percentage for each Member Jurisdiction, the projected number of Prisoners from each Member Jurisdiction, as well as any

payment adjustments that are due to be paid or credited pursuant to Section 4.1(a)(4). The Authority agrees to set, and revise as needed, the Facilities Charges sufficient to generate revenue adequate to pay Net Expenses. Within ten (10) days of any revision to the Facilities Charges, the Authority shall notify each Member Jurisdiction of such revision. The Authority shall promptly provide copies of any amendments to its Annual Budget to each Member Jurisdiction.

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

**Section 2.8 Books and Records; Fiscal Agent.**

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

agent's) possession relating to the Jail Facilities shall at all reasonable times be open to inspection by such agents or employees of the Member Jurisdictions as they may designate.

**Section 2.9 Certain Responsibilities.**

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

**Section 2.10 Annual Per Diem Rate Calculation.**

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

**ARTICLE III  
PAYMENTS**

**Section 3.1 Payments from Member Jurisdictions.**

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

multiplying the total Facilities Charges for the quarter by the Member Jurisdiction's Facilities Charge Percentage as calculated in paragraph (b) below.

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

(c) If not paid when due, the Facilities Charge shall bear interest at  $\frac{3}{4}\%$  per month until paid; provided, however, that this provision shall not apply in instances where Applicable Law prescribes some other due date or late payment charge. If not paid on the date payment is due, a Member Jurisdiction shall be charged at a rate equal to one hundred fifty percent of the current member per-diem rate until all amounts due and unpaid have been fully paid. Notwithstanding any of the foregoing, any or all interest, late payment charges, or Non-Member Per Diem charges may be waived by a majority of the Jail Authority Board of Directors.

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

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

later than 30 days following the date of the Authority's invoice setting forth the amounts due for the services rendered by the Authority in housing such Member Jurisdiction's Prisoners.

(f) Commencing on the date of issuance of any Bonds, if the Authority lacks sufficient funds to pay scheduled debt service on such Bonds, or to pay any debt service reserve funding requirements, the Authority shall promptly notify the Member Jurisdictions of the amount of each insufficiency. Upon such notification, each Member Jurisdiction agrees to pay, subject to the conditions contained in this paragraph, an equal portion of such deficit. Any such payment under this paragraph shall be subject to the appropriation of funds by the governing body of each Member Jurisdiction. The governing body of each Member Jurisdiction by this Agreement undertakes a non-binding moral obligation to appropriate such amounts, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. Each such governing body, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future Fiscal Years, hereby states its intent to make such appropriations in future Fiscal Years and hereby recommends that future governing bodies do likewise. In no event shall any obligation of any Member Jurisdiction under this Agreement be deemed to constitute a debt within the meaning of the Constitution of Virginia.

(g) The Authority shall notify all Member Jurisdictions not later than 30 days after any payment due date if a Member Jurisdiction fails to pay any charge when due, and shall pursue with diligence the collection of such past due amount. The notice shall include a statement of the Authority's intention to adjust the remaining payments due during the Fiscal Year (and thereafter if such default is not cured) from all non-defaulting Member Jurisdictions and shall state the amount of the adjusted charge. The adjustment shall be based upon a reallocation of Facilities Charge Percentages to all non-defaulting Member Jurisdictions. Upon payment in full of the amount in arrears by the defaulting Member Jurisdiction the Authority shall readjust charges to the Member Jurisdictions to pre-default levels and credit all non-defaulting Member Jurisdictions in the

appropriate amount for any excess payments previously made at the default adjusted rate. The Authority shall make other adjustments as may be necessary to the Facilities Charge during the Fiscal Year to meet expenses and to comply with any covenant entered into in connection with issuance of the Bonds.

**Section 3.2 Payments from other Jurisdictions.**

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

**Section 3.3 Operating Reserve Fund and Debt Service Reserve Fund.**

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

**Section 3.4 Capital Expenditures.**

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

**Section 3.5 Limitation of Liability.**

The only obligation of the Member Jurisdictions to pay for the establishment, operation or maintenance of the Jail Facilities arises out of this Agreement. No such obligation shall constitute a debt of any Member Jurisdiction within the meaning of any constitutional or statutory limitation. Nothing in this Agreement shall constitute a lending of the credit of any Member Jurisdiction to the Authority or a pledge of the full faith and credit or the taxing power of any Member Jurisdiction under any provision of its charter, if any, or the Constitution of Virginia.

**ARTICLE IV**

**ADDITIONAL AGREEMENTS**

**Section 4.1 Issuance of Bonds**

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

**Section 4.2 Sale or Other Conveyance.**

Except as specifically permitted under the documents under which any Bonds are issued, the Authority will not sell, lease, sublease, assign, convey or otherwise voluntarily dispose of any of the Jail Facilities or any material interest in the Jail Facilities unless the Bonds and any other debt

incurred by the Authority have been paid or otherwise deemed paid or defeased in accordance with the agreements and other documents pursuant to which the Bonds or other debt was issued.

**Section 4.3 Further Documents and Data.**

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

**Section 4.4 Right to Access.**

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

**Section 4.5 Confidentiality.**

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

**Section 4.6 Notification.**

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

**Section 4.7 Tax-Exemption Covenant; Continuing Disclosure.**

(a) If the Authority issues Bonds in a manner such that the interest thereon is intended to be excludable from gross income for Federal income tax purposes under Section 103 (a) and related provisions of the Internal Revenue Code of 1986, as amended, and applicable rules and regulations, the Authority and each of the Member Jurisdictions agrees that, after such Bonds have

been issued, they will not take any action or omit to take any action, which would adversely affect such exclusion of interest.

(b) Pursuant to Section 15c2-12 (b) of regulations issued by the Securities and Exchange Commission (**the “Rule”**), the Authority shall, and Member Jurisdictions may, be required to agree to supply certain national municipal securities information repositories for as long as the Bonds are outstanding certain financial information on an annual basis and notification of certain specified material events affecting the Authority and the Member Jurisdictions in compliance with such Rule. The requirements of this ongoing disclosure requirement will be set forth in a continuing disclosure agreement relating to the issuance of the Bonds. Each of the Member Jurisdictions agrees to comply with the ongoing disclosure requirements described above to the extent required therein, including, but not limited to, providing the Authority with timely notice of the occurrence of any of the specified events which are material to its operations as set forth in the Rule.

#### **Section 4.8 Additional Members.**

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

#### **Section 4.9 Withdrawal of Membership.**

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

be sufficient to pay any premium then due or to be due and interest accruing on the withdrawing Member Jurisdiction's equal share of such unpaid principal until the date the Bonds or other indebtedness shall be next eligible for redemption.

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

#### **Section 4.10 Authority Dissolution**

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

### **ARTICLE V**

#### **REPRESENTATIONS, WARRANTIES AND COVENANTS OF AUTHORITY**

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

#### **Section 5.1 Organization, Authorization and Validity.**

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

**Section 5.2 Authority.**

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

**Section 5.3 Non-Contravention.**

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

**Section 5.4 Litigation.**

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

**Section 5.5 Approvals.**

Except for approvals that may be required by the Virginia Board of Corrections and any approvals that may be required for reimbursements from the Commonwealth of Virginia, the

Authority does not require the consent or approval of any governmental body to carry out the terms of this Agreement.

## **ARTICLE VI**

### **REPRESENTATIONS, WARRANTIES AND COVENANTS OF MEMBER JURISDICTIONS**

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

#### **Section 6.1 Organization, Authorization and Validity.**

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

#### **Section 6.2 Authority.**

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

#### **Section 6.3 Non-Contravention.**

The execution and delivery of this Agreement by each of the Member Jurisdictions and the consummation of the transactions contemplated herein will not conflict with or result in a breach of or constitute a default under or violate any of the terms, conditions or provisions of any charter,

resolution or ordinance, any material indenture, contract or agreement or arrangement to which it is a party or by which any of its properties are bound, or any Applicable Law by which it is bound.

**Section 6.4 Litigation.**

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

**ARTICLE VII**

**DEFAULTS AND REMEDIES**

**Section 7.1 Default by Authority.**

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

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

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

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

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

(e) any proceeding is instituted, with the consent or acquiescence of the Authority, for the purpose of effecting a composition between the Authority and its creditors or for the purpose of

adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the funds of the Authority; or

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

**Section 7.2 Default by Member Jurisdictions.**

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

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

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

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

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

(5) any of the Member Jurisdictions defaults in the due and punctual performance of any of the other covenants, conditions, agreements and provisions contained in this Agreement, and the default continues for thirty days after written notice specifying the

default and requiring it to be remedied has been given to such Member Jurisdiction by the Authority.

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

### **Section 7.3 Remedies of Member Jurisdictions.**

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

### **Section 7.4 Remedies of Authority.**

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

(b) If by June 30th of any year the governing body of a Member Jurisdiction has failed to appropriate moneys sufficient for the payment in the following Fiscal Year of its (i) Facilities Charges pursuant to the provisions Section 4.1(a)(2), the Chief Executive Officer of such Member Jurisdiction shall give notice to the Authority of such failure within five (5) business days thereafter, and if no

such appropriation has been made by the following August 1, the Authority may declare due and payable the Member Jurisdiction's proportionate share of the costs of the Jail Facilities financed with Bonds or other indebtedness, such proportionate share of costs to be determined as set forth in Section 5.8(a)(2), provided; however, such share shall be subject to annual appropriation by the governing body of such Member Jurisdiction. The Authority may also refuse to accept Prisoners from any Member Jurisdiction which fails to appropriate sums sufficient to meet its obligations under this Agreement.

**Section 7.5 Remedies Not Exclusive.**

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

**ARTICLE VIII**

**MISCELLANEOUS**

**Section 8.1 Severability of Invalid Provisions.**

If any clause, sentence, provision or section of this Agreement is held to be illegal or invalid by any Court, the invalidity of the clause, sentence, provision or section will not affect any of the remaining clauses, sentences, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, sentence, provision or section had not been contained in it.

**Section 8.2 Notices.**

Any notice or other communication under or in connection with this Agreement shall be in writing and shall be effective when delivered in person or sent in the United States mail, postage

prepaid, to the following persons and addresses or to such other persons and addresses as any of such persons may from time to time specify in writing.

If to the Authority:

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

If to Amelia County:

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

If to Buckingham County:

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

If to Cumberland County:

County Administrator

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

If to Lunenburg County:

County Administrator  
11413 Courthouse Road  
Lunenburg, VA 23952

If to Nottoway County:

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

If to Prince Edward County:

County Administrator  
Post Office Box 382  
Farmville, Virginia 23901

**Section 8.3 Execution of Agreement.**

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

**Section 8.4 Governing Law.**

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

**Section 8.5 Amendments.**

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

**Section 8.6 Effective Date of Agreement.**

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

**Section 8.7 Waiver.**

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

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

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

c) 2016 Holiday Calendar

County Administrator, Vivian Giles, requested consideration from the Board to include Friday, December 30, 2016 as an additional Holiday.

On a motion by Supervisor Wheeler and carried unanimously, the Board designated Friday, December 30, 2016 as an additional County Holiday:

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) Supplemental Appropriation - \$85,733.00

On a motion by Supervisor Wheeler and carried unanimously, the Board approved a supplemental appropriation of grant funds for the Industrial Park in the amount of \$85,733.00:

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

c) Request for Appropriation - \$1,291.84

On a motion by Supervisor Wheeler and carried unanimously, the Board approved a supplemental appropriation for the refund of sales tax from the recent purchase of a truck for the Animal Control Department in the amount of \$1,291.84:

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

- d) Request for Appropriation - \$26,625.00

This request is for the purchase of a vehicle for the Sheriff's Department. The Board previously approved the purchase of a Sheriff's department vehicle in the amount of \$33,000 at their February 18, 2016 Workshop, however the vehicle was just purchased on October 20, 2016 at an actual cost of \$26,625.00.

On a motion by Supervisor Wheeler and carried unanimously, the Board approved a supplemental appropriation for the purchase of a Sheriff's Department vehicle in the amount of \$26,625.00:

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.

- b) Set public hearing for Conditional Use Permit 16-10 – Mo Duncan

On a motion by Supervisor Wheeler and carried unanimously, the Board set CUP 16-10 for a public hearing for December 13, 2016:

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

**11. Old Business**

N/A

**12. New Business**

N/A

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

There were no citizens signed up to speak.

**14. Board Member Comments**

N/A

**15. Adjourn into Closed Meeting-**

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

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;

Subject: Update on Step Increases

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. Wheeler 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.

On a motion by Supervisor Wheeler and carried by the following vote, the Board moved to accelerate the five percent salary increase for all employees who have not yet received it except those hired on or after July 1, 2016, effective November 15, 2016, and to remove this provision from the personnel manual.

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

**17. Additional Information**

- a) Treasurer's Report
- b) DMV Report-N/A
- c) Monthly Building Inspections Report-N/A
- d) Approved Planning Commission meeting minutes – September 26, 2016 and October 3, 2016
- e) Approved IDA meeting minutes – May 24, 2016 and July 26, 2016

**18. Adjourn –**

On a motion by Supervisor Meinhard and carried, unanimously, the Board adjourned the meeting until the next

regularly scheduled meeting to be held on December 13, 2016 at 7:00 p.m. in the Circuit Court Room in the Cumberland Courthouse, Cumberland, Virginia.

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

---

Lloyd Banks, Jr., Chairman

---

Vivian Giles, County Administrator/County Attorney