

AGENDA

Norton City Council

December 2, 2014

6:00 P.M.

1. Roll Call
2. Invocation – Pastor John Ellington
3. Pledge of Allegiance
4. Approval of Minutes
 1. Meeting of November 18, 2014
5. Audience for Visitors
6. Special Presentation
7. New Business
 - A. Mountain Empire Community College Update by Dr. Scott Hamilton, President.
 - B. Certification of Funding Strategy for the Required Aid to the Commonwealth.
 - C. Update on the Southwest Regional Jail Authority's Consideration of Recommending Member Jurisdictions Consider Joinder of the City of Bristol, Virginia to the Authority.
 - D. Update on the Phase III Water Improvement Project.
 - E. Confirmation of a Check(s)/Transfer(s) in Excess of \$100,000.

F. Closed Meeting to Discuss Personnel as Per Section 2.2-3711 (A) (1) and Consultation with Legal Counsel as Per Section 2.2-3711 (A) (3) of the Code of Virginia, as Amended.

1. Appointment to the Department of Social Services Advisory Board for a Four (4) Year Term; Currently Marty Adkins Whose Term Ends 11/15/2014.

To 11/15/2018

2. Appointment of a Council Representative to the City of Norton Community Policy and Management Board; Currently Terry Roop.

To 11/15/2018

3. Evaluation of the City Manager.

8. Comments by the City Manager, City Attorney, and City Council.

9. Adjournment.

The regularly scheduled meeting of the Norton City Council was held on Tuesday, November 18, 2014 at 6:00 p.m. in the Municipal Council Chambers with Mayor William Mays presiding.

Present: Mark Caruso, William Mays, and Joseph Fawbush

Absent: Joseph Hunnicutt and Terry Roop

Also Present: Fred L. Ramey, Jr., City Manager and Bill Bradshaw, City Attorney

The invocation was given by Father Tim Drake and was followed by the pledge of allegiance led by Councilman Caruso.

Upon a motion by Councilman Caruso, seconded by Councilman Fawbush, and passed by unanimous vote, Council moved to adopt the minutes of the October 21, 2014 meeting as presented.

25305

During the Mayor's call for visitors, Zebulon Estep, founder of the High Knob Conservancy Agency came forward to present City Council with a PowerPoint presentation on a potential Zip Line/Tree Top Adventure on High Knob. Mr. Estep advised Council his purpose tonight was to have an open discussion with the City and to share what he believes are the advantages and benefits to the City of Norton and area residents.

25306

At this time, Councilman Hunnicutt took his seat on Council.

25307

After a brief discussion, Council thanked Mr. Estep for his presentation and his desire to open a Zip Line in the Flag Rock area. Mr. Estep was advised that the City would work with him.

Mr. Ramey advised Council he had spoken with Mr. Estep earlier that day and Mr. Estep is going to research to see if there is another example of public/private partnership on public property. City staff will continue to work with Mr. Estep to report back to Council as information is gathered.

25308

Mr. Ramey introduced Ms. Melanie Salyer, Chief Deputy of Wise County/City of Norton Circuit Court and advised Council Ms. Salyer was in attendance to explain the Proposed eSummons Project initiated by the Wise County Circuit Court Clerk's Office on behalf of the General District Court.

Ms. Salyer presented Council with a list of courts in Virginia that are currently assessing the e-summons fee and gave a detailed description of the project.

Following a lengthy discussion during which Ms. Salyer answered questions from Council, it was the consensus of Council that more information is needed before deciding to assess the \$5.00 fee on any criminal or traffic citations.

25309

Mayor Mays thanked Ms. Salyer for her presentation and she advised Council she would collect more data for Council's consideration.

The City Manager informed Council that at the last meeting Council authorized the City Staff to advertise for a public hearing on the Planning Commission's recommendation on the rezoning request of the Roberts Avenue/Locust Avenue areas. City staff put together an ad for the public hearing and forwarded it to the City Attorney for review. Upon Mr. Bradshaw's review, he found that the City's current zoning ordinance did not match up in several areas with the current State Code and he will be discuss this tonight. He further advised that before Council moves forward with this request, Council may want the Planning Commission to work with City staff to update the City's zoning ordinance in order to bring it up to date with current State Code.

Mr. Bradshaw explained the City's current zoning ordinance was adopted in 1993. The State has made amendments to the State Code and many of the provisions are the same and have been either renumbered or reorganized in the Code. Presently an applicant would submit a request to the City Manager/Building Official. The request would then be forwarded to the Planning Commission for their consideration and, after a public hearing has been held, their recommendation will be forwarded to City Council. The current State Code requires the rezoning process to be referred from the governing body to the Planning Commission. The City Manager or Building Official would present Council with the application and ask if they want the request referred to the Planning Commission. This process allows the public to be adequately informed as both the Planning Commission and City Council will conduct a public hearing before a decision is made to approve or deny the request.

25310

The current State Code also allows for the collection of any taxes, levies, and other charges assessed by a locality for zoning and variance requests. Should the City desire, the current Zoning Ordinance could be amended to require the applicant to show that all charges have been paid.

Following a lengthy discussion during which the City Attorney answered questions and made his recommendations, a motion as made by Councilman Fawbush, seconded by Councilman Hunnicutt, and passed by unanimous vote to refer the City's Zoning Ordinance to the Planning Commission for review and update to bring into compliance with State Code.

Council had been presented a Resolution Adopting a Policy for Remote Participation in Public Meetings under Virginia Code Section 2.2-3708.1.

The City Attorney advised there must be a quorum present in the building. The remote councilperson cannot make the quorum.

The City Manager explained how the remote participation would work and that Council did not have to act or even adopt this resolution.

25311

After brief discussion, a motion was made by Councilman Hunnicutt, seconded by Councilman Fawbush, and passed by the following unanimous roll call vote: YES – Caruso, Hunnicutt, Fawbush, Mays, NO – None, ABSENT – Councilman Roop, Council moved to adopt the Resolution for Remote Participation in Public Meetings under Virginia Code Section 2.2-3708.1. (Insert)

Mr. Ramey presented Council with a Memorandum of Understanding (MOU) with the Southwest Virginia Climbing Coalition (SVCC) Regarding Rock Climbing Opportunities in the Flag Rock Recreation Area. He advised the MOU was a result of the discussion

between Council and Norton resident Brad Mathisen on September 2, 2014. The MOU was modeled after the U. S. Forest Service's MOU with the Southwest Virginia Climbing Coalition regarding rock climbing in the Guest River Gorge. Mr. Ramey also directed Council to Page 2 of the MOU which denotes the purpose of the MOU with SVCC. Mr. Ramey advised Council no rock climbing will take place until all six (6) phases of the MOU have been met.

25312

The City Attorney advised Council that the MOU, if approved, will give City staff permission to work on the MOU. Basically, this MOU is a planning phase where the City Manager can work with the SVCC.

Upon a motion by Councilman Caruso, seconded by Councilman Fawbush, and passed by unanimous vote, Council authorized the City Manager to work on the MOU with the SVCC for a period of one (1) year.

The City Manager asked the Event Coordinator, Vice Mayor Fawbush, to provide Council an update on the Woodbooger Search Event held on October 24th and 25th in the Flag Rock Recreation area.

Councilman Fawbush informed Council that a Committee of about 16-20 people met regularly to plan the event and 140 people worked, donated materials or made contributions for the event. There were approximately 875 participants both nights and vendors were set up selling food, hot chocolate, t-shirts and other items. The Committee raised \$1,100 for the event and gave away door prizes. Pathfinders gave canoe rides to about 50 children and four individuals gave scripted walks and at the end of the walk these individuals gave a Woodbooger calling and he made his appearance several times throughout the weekend. Councilman Fawbush thanked Mike Lintz and his crew for their assistance and Boy Scout Troop 301 from Coeburn along with the other Cub Scouts and troops in attendance. The main objective of this event was to initiate a citizen sponsored event with little help from the municipality. Councilman Fawbush thanked everyone who participated and hopes the event will be bigger and better next year.

25313

Councilman Caruso thanked Vice Mayor Fawbush for leading and organizing the event.

In their packets, Council had one transfer and two checks for approval. The transfer is to Norton City Schools in the amount of \$250,000.00, the first check was to Thomas Construction Company, Inc., in the amount of \$273,333.67, and the second check was to the City of Norton General Operating Fund in the amount of \$118,133.99.

25314

Upon a motion by Councilman Caruso, seconded by Councilman Fawbush, and passed by the following unanimous roll call vote: YES – Caruso, Fawbush, Mays, NO – None, ABSENT – Hunnicutt and Roop, Council moved to approve the one transfer and two checks as stipulated above.

Upon a motion by Councilman Fawbush, seconded by Councilman Caruso, and passed by the following unanimous roll call vote: YES – Caruso, Fawbush, Mays, NO – None, ABSENT – Hunnicutt and Roop, Council moved to go into closed meeting as per Section No. 2.2-3711 (A) (1) of the Code of Virginia, as amended.

25315

Mayor Mays declared Council in closed meeting.

Upon a motion by Councilman Fawbush, seconded by Councilman Caruso, and passed by the following unanimous roll call vote: YES – Caruso, Fawbush, Mays, NO – None, ABSENT – Hunnicutt and Roop, Council moved to go back into open meeting.

25316

Mayor Mays declared Council back in open meeting.

The acting Clerk polled each member of Council as to the Certification of Closed Meeting with each answering yes. The acting Clerk then read A Resolution of the Certification of the Closed Meeting. Upon a motion by Councilman Fawbush, seconded by Councilman Caruso, and passed by the following unanimous vote: YES – Caruso, Fawbush, Mays, NO – None, ABSENT – Hunnicutt and Roop, Council moved to adopt a Resolution of the Certification of Closed Meeting. (Insert)

25317

In comments from the City Manager, Mr. Ramey advised that:

The City received a notification today regarding the process for this year's Aid to the Commonwealth. Council has been supplied with a packet that includes the letter and instructions. The City's required share this year is \$15,119.00 and is due by the end of December. Also, this does not include our portion to the Regional Jail System for their required Aid to the Commonwealth. This item will be placed on the agenda for Council action at the next meeting. Council may elect to send a check to cover our required share or choose reductions in selected state programs.

Bids were received on the Phase III Water Improvement Project on November 6th. The engineer has submitted the documentation to the Virginia Health Department (VDH) for review. Upon authorization from VDH to accept the bid, City staff will move forward with the bond closing process which will require a public hearing and action by Council.

Council should have received the Statement of Economic Interests and Real Estate Holdings certifications. Both forms are due back to the Clerk by December 15th. This is change from previous years and Council will be required in the future to file a Statement of Economic Interests twice per year on June 15th and December 15th.

25318

Wise County may petition the Court to delay a special election for the Commonwealth Attorney until the next regular election. If that is the case, Council may want to consider also filing a petition or join with Wise County at the next Council meeting.

Council has been provided the latest Monthly Retail Sales Tax Report.

The 2015 Coalfield Legislative Reception has been scheduled for Thursday, January 22nd in Richmond and he asked that Council members contact him if they plan to attend in order for him to make reservations.

He advised the City will be assisting with the following upcoming events: Family Preservation Services – Santa Fun Run/Walk 5k on December 6th, and the annual Christmas parade on December 7th at 6:00 p.m.

On behalf of the entire City staff, he extended to our citizens and Council, a safe and happy Thanksgiving and reminded everyone that City offices will be closed on Thanksgiving Day and the Friday after.

There were no comments from the City Attorney.

25319

In comments from Council:

Councilman Caruso stated he read in the newspaper Fire Department and Emergency Services Todd Lagow and Shane Potter saved a man's life by pulling him out of a house fire and he would like Council to recognize these two individuals. Also, Carol and he will be attending the 2015 Legislative reception and he would like to thank the City Attorney for his presentations tonight.

At this time, Mr. Ramey advised Council John Ellington will be leaving and he is the Chaplin for the Police Department and has been involved with many community events and Council may want to recognize him for his services as well.

25320

Councilman Fawbush advised he would like for Council to authorize the City Manager to draft a letter to VDOT concerning the US 23 Esserville traffic light requesting extended amber and a delayed green before vehicles pull out. Also, request a larger "Yield" sign for drivers merging onto US 23 and Route 58 at the cloverleaf intersection.

He requested everyone to pay special attention to those in need this holiday season. The Lions Club is serving a meal to 180 families on December 20th and requests everyone be a little more generous this season.

There being no further business to come before Council, the meeting adjourned.

CITY OF NORTON, VIRGINIA

William Mays, Mayor

ATTEST:

Acting Clerk



OUTSTANDING VOLUNTEER SERVICE AWARD

PRESENTED TO

PASTOR JOHN ELLINGTON

IN RECOGNITION OF YOUR

OUTSTANDING SERVICE AND DEDICATION

AS CHAPLAIN TO THE NORTON POLICE DEPARTMENT AND

INVOLVEMENT IN MANY OTHER COMMUNITY ACTIVITIES

DURING YOUR TENURE AS PASTOR OF THE FIRST BAPTIST CHURCH.

PRESENTED

NORTON CITY COUNCIL

TUESDAY, DECEMBER 2, 2014

A handwritten signature or mark, possibly a stylized letter 'J' or a similar symbol, located in the bottom right corner of the page.

7-A



Inter-Office Memo

To: Mayor and City Council
From: Fred L. Ramey, Jr., City Manager *FR*
CC:
Date: November 23, 2014
Re: Update on Mountain Empire Community College

At our December 2nd Council meeting, Dr. Scott Hamilton President of the Mountain Empire Community College will provide an update on the College.

Thank You.



7-B

COMMONWEALTH of VIRGINIA

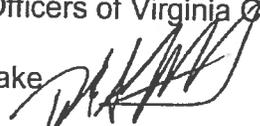
Department of Planning and Budget

DANIEL S. TIMBERLAKE
Director

1111 E. Broad Street
Room 5040
Richmond, VA 23219-1922

November 14, 2014

TO: Chief Operating Officers of Virginia Cities, Counties, and Regional Jails

FROM: Daniel S. Timberlake 

SUBJECT: State Aid to Local Governments

On November 10, 2014, the General Assembly passed HB 5010 which amends Chapter 2, 2014 Acts of Assembly, Special Session I, to include Item 471.30. This Item requires that state aid to local governments be reduced by \$30.0 million statewide in FY 2015. The act further requires that, as Director of the Department of Planning and Budget (DPB), I provide you a list of the state's aid-to-local-government programs that serve as the basis for calculating each locality's share of the \$30.0 million savings. The listing of programs and reduction amounts for FY 2015 are now available in a spreadsheet on DPB's Web site at <http://dpb.virginia.gov>.

Official Certification Form

The certification form that you must use to select your locality's reduction strategy for FY 2015, along with instructions, is located on DPB's Web site with this letter. Please note that Item 471.30 requires that this form **be submitted to DPB by January 1, 2015**. In the event that the certification form is not submitted by this date, DPB will withhold the locality's reduction from the aid to local government program(s) that DPB determines are most discretionary.

Reduction Options

Your locality may achieve its reduction by using one of the following methods:

- 1) You may designate that the reductions be withheld from the payments for one or more of the programs in the list provided by DPB;
- 2) You may make a reimbursement payment directly to the Commonwealth of Virginia for the full amount of your locality's reductions; or
- 3) You may choose a combination of program reductions and a reimbursement payment.

Program Reduction(s)

Your locality's form contains a list of the state programs from which you may choose to make reductions. Your locality's share of the \$30.0 million reduction is based on FY 2015 projections of state payments to localities that DPB received from each of the distributing state agencies responsible for the listed programs. Each agency's "estimate" is shown in the column entitled "FY 2015 Base." Please note that actual FY 2015 funding distributions may differ, especially in the case where the payments are made on a reimbursement basis.

A calculated reduction (based on an equal proration) for each of these programs is included for your reference in the column entitled "Calculated Reduction." You are not obligated to use the amount listed for these individual programs. You must, however, ensure that the total of your elections adds up to the total calculated reduction for your locality, including any amounts that you wish to pay directly.

To select a specific program, enter the amount in the applicable row for that program in the column labeled "Election." If you wish to select the calculated reduction amount, simply copy the amount from the "Calculated Reduction" column to the "Election" column.

Payment

If you are making a direct payment to the Commonwealth for all or a portion of your locality's share of the reduction, enter the amount of the payment in the "Reimbursement to the Commonwealth" row (this is the last row on the form) under the Election column. The FY 2015 reimbursement amount **must be paid to the Commonwealth prior to December 31, 2014**. If you elect to reimburse the Commonwealth by direct payment, you may pay by check or wire or you may deposit the funds directly into the state account in which you normally deposit state funds. See Attachment A for additional instructions.

Important Note

Effective January 9, 2015, the State Comptroller will begin withholding your locality's rolling stock and recordation tax distributions if you have not notified DPB of your reduction option. (The annual rolling stock distribution and the remaining recordation tax distributions will not be allocated until you have made your reduction selection.) If withholding your locality's rolling stock and recordation tax distributions for FY 2015 is not sufficient to fully cover the reduction amount, the remaining balance will be withheld from a local program that DPB deems most discretionary.

Procedure for Submitting

After you have completed the certification form,

- 1) Send the form in **Microsoft Excel**; (Adobe Acrobat (pdf) and scanned versions will not be accepted) along with a memo/letter, signed by your city or county

administrator or equivalent approval authority, certifying your locality's reduction elections to:

budget@dpb.virginia.gov. and

2) Mail a hard copy of the form and the signed memo/letter to:

Virginia Department of Planning and Budget
Attn.: Aid to Locality Reductions, 5th floor
1111 East Broad Street
Richmond, Virginia 23219.

The completed certification form and the signed memo/letter **must be received by DPB no later than January 1, 2015**. Please make sure the electronic and hard copy versions reflect the same information and be aware that your certification form will not be considered complete until both the electronic and hard copy versions and the signed letter/memo have been received. **TIP:** When your form is complete, the "Amount Remaining to Elect" should be \$0, and it will not be highlighted. If you have not achieved the total reduction, it will be highlighted yellow on the form. If your election total is too high, it will be highlighted in red.

Deadline Recap

January 1, 2015

- Email form and signed memo/letter to DPB; mail hard copy of form and signed memo/letter to DPB.

January 9, 2015

- State Comptroller will begin withholding local rolling stock and recordation tax distribution if the certification form and has not been received by DPB.
- FY 2015 reimbursement must be paid to the Commonwealth of Virginia if making a direct payment.

If you have questions about a specific service area amount, please see the tab on the Excel workbook labeled "agency contact" to discuss the amount with the distributing agency. Your cooperation is appreciated. If you have questions or concerns about the certification form, please contact the Virginia Department of Planning and Budget at (804) 786-7455 or budget@dpb.virginia.gov.

Attachment

Attachment

Reimbursement to the Commonwealth of Virginia

Due no later than December 31, 2014

Payment by Check

Make check payable to: Treasurer of Virginia

Mail to one of the following addresses:

United States Mail

Virginia Department of Accounts
Attn.: Ms. Melinda Pearson
Post Office Box 1971
Richmond, Virginia 23218-1971

Overnight Carrier

Virginia Department of Accounts
Attn.: Ms. Melinda Pearson
101 North 14th Street
Richmond, Virginia 23219

Payment by Wire

Wire funds to the State Treasurer's account at the Bank of America.

Account Name: Treasurer of Virginia
Account Routing Number: 026009593
Account Number: 0000000026

On the day of the wire transfer, please notify Ken VanAuken at the Department of the Treasury with the amount, locality name, and purpose of the wire ("Locality Budget Reduction – 2014 Appropriation Act"). Mr. VanAuken may be contacted by e-mail at ken.vanauken@trs.virginia.gov or by phone at 804- 225-2221.

Payment by Deposit

Deposit funds in the State Treasurer's account in which you normally deposit state funds.

Specific Deposit Certificate (DC) Coding:

Batch Agency: 998

Transaction Code: 001

Transaction Agency: 997

Fund: 0216

Revenue Source: 09005

Please ensure your FIPS Code is included on the DC. On the day of the deposit, please enter the DC into CARS and notify Ms. Melinda Pearson, Virginia Department of Accounts at melinda.pearson@doa.virginia.gov. If you have any questions regarding the deposit methodology, please contact Ms. Pearson by e-mail or by phone at 804 225-2376.

(November 2014)

FIPS	Locality	FY2015		FY2013		FY2012		
		Total Reduction	Program Reduction	Reimbursement Amount	Total Reduction	Program Reduction	Reimbursement Amount	Total Reduction
1	Accomack County	\$87,385	\$0	\$198,187	\$198,187	\$0	\$258,893	\$258,893
3	Albemarle County	\$321,977	\$449,677	\$40,888	\$490,565	\$545,413	\$47,161	\$592,574
5	Alleghany County	\$87,549	\$2,367	\$158,000	\$160,367	\$2,855	\$188,491	\$191,346
7	Amelia County	\$26,637	\$0	\$60,268	\$60,268	\$0	\$69,121	\$69,121
9	Amherst County	\$66,922	\$154,863	\$0	\$154,863	\$211,213	\$0	\$211,213
11	Appomattox County	\$40,014	\$86,795	\$0	\$86,795	\$123,125	\$0	\$123,125
13	Arlington County	\$733,390	\$1,120,003	\$0	\$1,120,003	\$1,363,822	\$0	\$1,363,822
15	Augusta County	\$120,187	\$0	\$287,790	\$287,790	\$0	\$356,866	\$356,866
17	Bath County	\$8,677	\$0	\$30,977	\$30,977	\$0	\$35,492	\$35,492
19	Bedford County	\$105,924	\$0	\$229,984	\$229,984	\$288,711	\$0	\$288,711
21	Bland County	\$14,883	\$33,960	\$920	\$34,880	\$36,760	\$1,079	\$37,839
23	Botetourt County	\$123,346	\$0	\$243,956	\$243,956	\$0	\$289,533	\$289,533
25	Brunswick County	\$32,918	\$3,628	\$83,722	\$87,350	\$652	\$140,372	\$141,024
27	Buchanan County	\$70,340	\$0	\$145,215	\$145,215	\$0	\$165,494	\$165,494
29	Buckingham County	\$42,254	\$79,809	\$0	\$79,809	\$93,206	\$0	\$93,206
31	Campbell County	\$92,952	\$226,605	\$0	\$226,605	\$297,354	\$0	\$297,354
33	Caroline County	\$66,253	\$121,015	\$0	\$121,015	\$142,508	\$0	\$142,508
35	Carroll County	\$67,081	\$138,605	\$0	\$138,605	\$148,024	\$0	\$148,024
36	Charles City County	\$12,822	\$43,844	\$0	\$43,844	\$56,183	\$1,033	\$57,216
37	Charlotte County	\$53,738	\$0	\$102,234	\$102,234	\$0	\$128,121	\$128,121
41	Chesterfield County	\$792,277	\$1,208,766	\$0	\$1,208,766	\$1,474,012	\$0	\$1,474,012
43	Clarke County	\$24,396	\$70,554	\$0	\$70,554	\$79,271	\$0	\$79,271
45	Craig County	\$15,109	\$0	\$43,073	\$43,073	\$0	\$51,560	\$51,560
47	Culpeper County	\$153,549	\$0	\$299,724	\$299,724	\$0	\$378,311	\$378,311
49	Cumberland County	\$19,458	\$0	\$50,908	\$50,908	\$0	\$70,717	\$70,717
51	Dickenson County	\$53,394	\$111,299	\$0	\$111,299	\$139,168	\$0	\$139,168
53	Dinwiddie County	\$51,792	\$0	\$120,718	\$120,718	\$0	\$173,936	\$173,936
57	Essex County	\$20,913	\$0	\$59,129	\$59,129	\$0	\$81,127	\$81,127
59	Fairfax County	\$2,329,704	\$3,579,330	\$0	\$3,579,330	\$4,312,599	\$0	\$4,312,599
61	Fauquier County	\$178,837	\$0	\$347,079	\$347,079	\$0	\$419,955	\$419,955
63	Floyd County	\$19,713	\$54,383	\$0	\$54,383	\$68,241	\$0	\$68,241
65	Fluvanna County	\$59,514	\$123,277	\$0	\$123,277	\$154,378	\$0	\$154,378
67	Franklin County	\$160,751	\$334,818	\$0	\$334,818	\$390,993	\$0	\$390,993
69	Frederick County	\$104,530	\$252,850	\$0	\$252,850	\$293,812	\$0	\$293,812
71	Giles County	\$83,196	\$91,533	\$0	\$91,533	\$107,525	\$0	\$107,525
73	Gloucester County	\$105,374	\$202,897	\$0	\$202,897	\$238,233	\$0	\$238,233
75	Goochland County	\$42,375	\$92,573	\$0	\$92,573	\$106,616	\$0	\$106,616

FIPS	Locality	FY2015		FY2013		FY2012		
		Total Reduction	Program Reduction	Reimbursement Amount	Total Reduction	Program Reduction	Reimbursement Amount	Total Reduction
77	Grayson County	\$36,134	\$77,058	\$0	\$77,058	\$91,965	\$0	\$91,965
79	Greene County	\$36,969	\$0	\$92,287	\$92,287	\$0	\$113,341	\$113,341
81	Greensville County	\$76,124	\$1,591	\$86,428	\$88,019	\$1,909	\$106,844	\$108,753
83	Halifax County	\$127,015	\$0	\$234,944	\$234,944	\$0	\$282,445	\$282,445
85	Hanover County	\$190,412	\$0	\$413,579	\$413,579	\$0	\$492,201	\$492,201
87	Henrico County	\$1,079,511	\$1,644,243	\$0	\$1,644,243	\$1,995,295	\$0	\$1,995,295
89	Henry County	\$138,311	\$288,476	\$0	\$288,476	\$347,390	\$0	\$347,390
91	Highland County	\$5,989	\$24,083	\$0	\$24,083	\$28,952	\$0	\$28,952
93	Isle Of Wight County	\$35,303	\$0	\$113,141	\$113,141	\$0	\$133,949	\$133,949
95	James City County	\$181,988	\$22,831	\$259,983	\$282,814	\$26,027	\$303,372	\$329,399
97	King And Queen County	\$18,208	\$0	\$43,507	\$43,507	\$0	\$53,421	\$53,421
99	King George County	\$70,423	\$133,516	\$0	\$133,516	\$158,825	\$0	\$158,825
101	King William County	\$19,787	\$0	\$57,263	\$57,263	\$0	\$68,232	\$68,232
103	Lancaster County	\$52,302	\$91,721	\$0	\$91,721	\$110,758	\$0	\$110,758
105	Lee County	\$47,204	\$0	\$140,871	\$140,871	\$0	\$181,100	\$181,100
107	Loudoun County	\$413,021	\$960,522	\$0	\$960,522	\$1,043,910	\$0	\$1,043,910
109	Louisa County	\$69,960	\$0	\$158,718	\$158,718	\$0	\$189,923	\$189,923
111	Lunenburg County	\$35,963	\$74,841	\$0	\$74,841	\$83,807	\$0	\$83,807
113	Madison County	\$50,251	\$0	\$79,002	\$79,002	\$5,028	\$87,683	\$92,711
115	Mathews County	\$20,574	\$0	\$46,513	\$46,513	\$0	\$49,130	\$49,130
117	Mecklenburg County	\$88,263	\$0	\$209,113	\$209,113	\$0	\$351,232	\$351,232
119	Middlesex County	\$20,897	\$61,102	\$0	\$61,102	\$72,864	\$0	\$72,864
121	Montgomery County	\$159,844	\$344,671	\$0	\$344,671	\$408,350	\$0	\$408,350
125	Nelson County	\$29,697	\$73,536	\$0	\$73,536	\$94,307	\$0	\$94,307
127	New Kent County	\$35,545	\$0	\$87,406	\$87,406	\$110,031	\$0	\$110,031
131	Northampton County	\$98,291	\$0	\$186,494	\$186,494	\$0	\$236,914	\$236,914
133	Northumberland County	\$23,508	\$0	\$58,638	\$58,638	\$0	\$67,074	\$67,074
135	Nottoway County	\$36,334	\$82,284	\$0	\$82,284	\$96,098	\$0	\$96,098
137	Orange County	\$72,304	\$145,616	\$0	\$145,616	\$157,546	\$0	\$157,546
139	Page County	\$70,601	\$174,883	\$0	\$174,883	\$223,284	\$0	\$223,284
141	Patrick County	\$51,748	\$109,727	\$0	\$109,727	\$127,270	\$0	\$127,270
143	Pittsylvania County	\$181,610	\$430,490	\$0	\$430,490	\$542,536	\$0	\$542,536
145	Powhatan County	\$50,771	\$122,410	\$0	\$122,410	\$145,053	\$0	\$145,053
147	Prince Edward County	\$75,795	\$0	\$155,139	\$155,139	\$0	\$195,914	\$195,914
149	Prince George County	\$120,354	\$151,980	\$32,226	\$184,206	\$180,071	\$35,239	\$215,310
153	Prince William County	\$754,683	\$1,124,244	\$0	\$1,124,244	\$1,341,941	\$0	\$1,341,941
155	Pulaski County	\$151,667	\$283,830	\$0	\$283,830	\$346,939	\$0	\$346,939

FIPS	Locality	FY2015		FY2013		FY2012		
		Total Reduction	Program Reduction	Reimbursement Amount	Total Reduction	Program Reduction	Reimbursement Amount	Total Reduction
157	Rappahannock County	\$34,074	\$0	\$69,024	\$69,024	\$0	\$83,997	\$83,997
159	Richmond County	\$19,808	\$58,390	\$0	\$58,390	\$72,154	\$0	\$72,154
161	Roanoke County	\$291,708	\$0	\$456,285	\$456,285	\$0	\$556,580	\$556,580
163	Rockbridge County	\$63,287	\$168,149	\$0	\$168,149	\$215,047	\$0	\$215,047
165	Rockingham County	\$273,651	\$0	\$547,949	\$547,949	\$0	\$656,085	\$656,085
167	Russell County	\$62,018	\$0	\$139,859	\$139,859	\$0	\$161,510	\$161,510
169	Scott County	\$45,712	\$0	\$112,348	\$112,348	\$134,545	\$0	\$134,545
171	Shenandoah County	\$84,803	\$0	\$231,891	\$231,891	\$278,159	\$0	\$278,159
173	Smyth County	\$52,312	\$0	\$135,257	\$135,257	\$0	\$168,664	\$168,664
175	Southampton County	\$110,474	\$180,330	\$0	\$180,330	\$209,335	\$0	\$209,335
177	Spotsylvania County	\$224,329	\$9,766	\$467,905	\$477,671	\$11,853	\$559,689	\$571,542
179	Stafford County	\$248,799	\$522,059	\$0	\$522,059	\$612,898	\$0	\$612,898
181	Surry County	\$11,030	\$29,457	\$0	\$29,457	\$35,816	\$0	\$35,816
183	Sussex County	\$50,042	\$0	\$99,188	\$99,188	\$119,178	\$0	\$119,178
185	Tazewell County	\$96,770	\$0	\$215,497	\$215,497	\$0	\$270,494	\$270,494
187	Warren County	\$79,019	\$256,886	\$0	\$256,886	\$324,881	\$0	\$324,881
191	Washington County	\$66,830	\$0	\$178,837	\$178,837	\$0	\$216,941	\$216,941
193	Westmoreland County	\$49,553	\$101,148	\$0	\$101,148	\$125,764	\$0	\$125,764
195	Wise County	\$143,943	\$222,409	\$0	\$222,409	\$257,739	\$0	\$257,739
197	Wythe County	\$82,531	\$164,725	\$0	\$164,725	\$187,697	\$0	\$187,697
199	York County	\$76,560	\$0	\$216,355	\$216,355	\$0	\$255,753	\$255,753
510	City of Alexandria	\$633,464	\$1,001,621	\$0	\$1,001,621	\$1,234,981	\$0	\$1,234,981
515	Bedford City	\$0	\$31,965	\$0	\$31,965	\$41,451	\$0	\$41,451
520	City of Bristol	\$172,054	\$248,469	\$0	\$248,469	\$303,505	\$0	\$303,505
530	City of Buena Vista	\$32,929	\$49,690	\$0	\$49,690	\$58,577	\$0	\$58,577
540	City of Charlottesville	\$292,148	\$458,531	\$0	\$458,531	\$571,493	\$0	\$571,493
550	City of Chesapeake	\$816,565	\$0	\$1,202,715	\$1,202,715	\$0	\$1,426,685	\$1,426,685
570	City of Colonial Heights	\$57,049	\$79,325	\$0	\$79,325	\$98,637	\$0	\$98,637
580	City of Covington	\$29,805	\$0	\$46,920	\$46,920	\$0	\$53,111	\$53,111
590	City of Danville	\$327,865	\$520,163	\$0	\$520,163	\$629,573	\$0	\$629,573
595	City of Emporia	\$18,575	\$27,597	\$0	\$27,597	\$33,127	\$0	\$33,127
600	Fairfax City	\$75,830	\$58,087	\$0	\$58,087	\$70,420	\$0	\$70,420
610	City of Falls Church	\$32,738	\$48,650	\$0	\$48,650	\$58,787	\$0	\$58,787
620	City of Franklin	\$20,159	\$41,141	\$0	\$41,141	\$50,017	\$0	\$50,017
630	City of Fredericksburg	\$146,549	\$153,649	\$41,452	\$195,101	\$183,150	\$50,412	\$233,562
640	City of Galax	\$21,285	\$26,466	\$0	\$26,466	\$32,752	\$0	\$32,752
650	City of Hampton	\$678,208	\$0	\$1,031,720	\$1,031,720	\$0	\$1,243,410	\$1,243,410

FIPS	Locality	FY2015	FY2013			FY2012		
		Total Reduction	Program Reduction	Reimbursement Amount	Total Reduction	Program Reduction	Reimbursement Amount	Total Reduction
660	City of Harrisonburg	\$148,463	\$1,950	\$236,704	\$238,654	\$2,336	\$293,724	\$296,060
670	City of Hopewell	\$145,338	\$0	\$196,263	\$196,263	\$230,389	\$0	\$230,389
678	City of Lexington	\$23,949	\$23,050	\$0	\$23,050	\$25,131	\$0	\$25,131
680	City of Lynchburg	\$310,523	\$515,380	\$0	\$515,380	\$644,424	\$0	\$644,424
683	City of Manassas	\$67,846	\$110,388	\$0	\$110,388	\$139,535	\$0	\$139,535
685	City of Manassas Park	\$29,403	\$52,110	\$0	\$52,110	\$67,149	\$0	\$67,149
690	City of Martinsville	\$120,152	\$0	\$170,902	\$170,902	\$0	\$204,676	\$204,676
700	City of Newport News	\$878,292	\$1,344,470	\$0	\$1,344,470	\$1,599,433	\$0	\$1,599,433
710	City of Norfolk	\$1,361,940	\$1,818,212	\$366,866	\$2,185,078	\$1,818,212	\$872,764	\$2,690,976
720	City of Norton	\$15,119	\$0	\$23,313	\$23,313	\$27,404	\$0	\$27,404
730	City of Petersburg	\$290,863	\$469,772	\$0	\$469,772	\$571,612	\$0	\$571,612
735	City of Poquoson	\$19,141	\$0	\$34,198	\$34,198	\$0	\$43,184	\$43,184
740	City of Portsmouth	\$583,262	\$0	\$943,289	\$943,289	\$0	\$1,155,369	\$1,155,369
750	City of Radford	\$49,710	\$69,088	\$0	\$69,088	\$81,875	\$0	\$81,875
760	City of Richmond	\$1,497,681	\$2,451,213	\$0	\$2,451,213	\$3,187,652	\$0	\$3,187,652
770	Roanoke City	\$729,353	\$0	\$1,210,720	\$1,210,720	\$0	\$1,497,985	\$1,497,985
775	City of Salem	\$102,577	\$0	\$155,554	\$155,554	\$0	\$188,175	\$188,175
790	City of Staunton	\$139,518	\$0	\$208,735	\$208,735	\$0	\$253,070	\$253,070
800	City of Suffolk	\$213,192	\$0	\$314,740	\$314,740	\$0	\$377,366	\$377,366
810	City of Virginia Beach	\$1,453,587	\$2,263,381	\$0	\$2,263,381	\$2,666,120	\$0	\$2,666,120
820	City of Waynesboro	\$73,841	\$116,093	\$0	\$116,093	\$147,872	\$0	\$147,872
830	City of Williamsburg	\$31,331	\$0	\$35,881	\$35,881	\$0	\$41,456	\$41,456
840	City of Winchester	\$129,934	\$199,138	\$0	\$199,138	\$247,066	\$0	\$247,066
8220	Danville City Jail Farm	\$22,791	\$43,062	\$0	\$43,062	\$53,918	\$0	\$53,918
8250	Newport News City Jail Farm	\$18,207	\$35,637	\$0	\$35,637	\$37,372	\$0	\$37,372
8405	Albemarle/Charlottesville Regional Jail	\$149,426	\$0	\$242,879	\$242,879	\$0	\$288,863	\$288,863
8410	Northwestern Regional Jail	\$193,395	\$289,611	\$0	\$289,611	\$338,400	\$0	\$338,400
8420	Middle Peninsula Regional Jail	\$68,117	\$0	\$99,488	\$99,488	\$0	\$123,994	\$123,994
8425	Central Virginia Regional Jail	\$71,183	\$0	\$109,320	\$109,320	\$0	\$129,121	\$129,121
8430	Piedmont Regional Jail	\$108,448	\$121,356	\$0	\$121,356	\$193,363	\$0	\$193,363
8435	Prince William/Manassas Regional Jail	\$313,513	\$0	\$461,274	\$461,274	\$0	\$558,759	\$558,759
8440	Northern Neck Regional Jail	\$54,704	\$79,885	\$0	\$79,885	\$92,573	\$0	\$92,573
8445	Rockbridge Regional Jail	\$50,200	\$72,941	\$0	\$72,941	\$87,027	\$0	\$87,027
8450	Rappahannock Regional Jail	\$356,849	\$533,884	\$0	\$533,884	\$593,901	\$0	\$593,901
8455	Western Tidewater Regional Jail	\$173,810	\$0	\$226,455	\$226,455	\$0	\$259,790	\$259,790
8460	Pamunkey Regional Jail	\$121,477	\$0	\$169,617	\$169,617	\$0	\$196,030	\$196,030
8465	Riverside Regional Jail	\$506,308	\$757,784	\$0	\$757,784	\$892,163	\$0	\$892,163

FIPS	Locality	FY2015	FY2013			FY2012		
		Total Reduction	Program Reduction	Reimbursement Amount	Total Reduction	Program Reduction	Reimbursement Amount	Total Reduction
8470	Virginia Peninsula Regional Jail	\$147,889	\$0	\$221,236	\$221,236	\$0	\$263,949	\$263,949
8475	Hampton Roads Regional Jail	\$366,698	\$456,539	\$0	\$456,539	\$535,635	\$0	\$535,635
8480	New River Regional Jail	\$334,912	\$0	\$493,409	\$493,409	\$0	\$565,361	\$565,361
8485	Blue Ridge Regional Jail	\$485,076	\$0	\$720,869	\$720,869	\$0	\$632,705	\$632,705
8490	Peumansend Creek Regional Jail	\$136,875	\$0	\$207,056	\$207,056	\$0	\$230,152	\$230,152
8491	Southside Regional Jail	\$56,538	\$0	\$93,541	\$93,541	\$0	\$115,625	\$115,625
8492	Southwest Regional Jail	\$423,738	\$0	\$648,438	\$648,438	\$0	\$748,862	\$748,862
8493	Middle River Regional Jail	\$186,589	\$0	\$281,947	\$281,947	\$0	\$355,792	\$355,792
8494	Western Virginia Regional Jail	\$236,363	\$0	\$379,568	\$379,568	\$0	\$447,694	\$447,694
8495	Meherrin River Regional Jail	\$225,714	\$304,842	\$0	\$304,842			
8496	RSW Regional Jail	\$136,197						
Grand Total		\$30,000,000	\$31,595,565	\$18,403,488	\$49,999,053	\$38,646,928	\$21,353,073	\$60,000,001

State Reductions In Aid To Localities

City of Norton

LocalityTitle	Agency	ServiceAreaTitle	Base	CalculatedReduction	Election
City of Norton	State Board of Elections	Financial Assistance for General Registrar Compensation	\$24,481.42	\$745.00	\$0.00
City of Norton	State Board of Elections	Financial Assistance for Local Electoral Board Compensation and Expenses	\$3,288.72	\$100.00	\$0.00
City of Norton	Compensation Board	Financial Assistance for Local Court Services	\$78,709.41	\$2,395.00	\$0.00
City of Norton	Department of Accounts Transfer Payments	Distribution of Rolling Stock Taxes	\$23,292.57	\$709.00	\$0.00
City of Norton	Department of Accounts Transfer Payments	Distribution of Recordation Taxes	\$9,040.42	\$275.00	\$0.00
City of Norton	Comprehensive Services for At-Risk Youth and Families	Financial Assistance for Child and Youth Services	\$130,322.41	\$3,966.00	\$0.00
City of Norton	Department of Criminal Justice Services	Financial Assistance to Localities Operating Police Departments	\$215,667.23	\$6,562.00	\$0.00
City of Norton	Department of Juvenile Justice	Financial Assistance for Community based Alternative Treatment Services	\$12,064.00	\$367.00	\$0.00
City of Norton		REIMBURSEMENT TO THE COMMONWEALTH	\$0.00	\$0.00	\$0.00
TOTALS			\$496,866	\$15,119	\$0

**Amount Remaining to
Elect: \$15,119**

State Reductions In Aid To Localities

Instructions For Completing Reduction Elections Form

Column Heading	Description	Instructions For Completing
Distributing Agency	This is the agency where the funding for the specific aid to locality payment is budgeted in the state budget.	Not applicable. No entry is required or allowed in this column.
Service Area Title	This is the service area in the state budget where the payment is budgeted.	Not applicable. No entry is required or allowed in this column.
Base	This is the original budgeted amount for the locality and distribution.	Not applicable. No entry is required or allowed in this column.
Calculated Reduction	This is the reduction calculation derived by using a specific percent of the "FY 2015 Base" for the specific distribution.	Not applicable. No entry is required or allowed in this column.
Locality Elected Reduction	This column is used by the locality to identify the reduction amount chosen for each distribution and/or the amount that the locality will pay the Commonwealth as a reimbursement rather than making a specific reduction to a program.	Enter the amount in the applicable row corresponding to the distribution that the locality has chosen to reduce. If the locality has chosen to make a reimbursement payment for all of or a part of the local reduction, this amount should be entered in the row labeled as "REIMBURSEMENT TO THE COMMONWEALTH" under the Distribution Title. Reduction amounts should be entered as positive numbers. Make sure the amount in the "Amount Remaining To Be Elected" row at the bottom of the sheet is Zero when you are done.

After the form has been completed, an Excel version of the form should be transmitted via e-mail to:

budget@dpb.virginia.gov

In addition, a hard copy of the form along with a memo signed by the City or County Administrator, or other equivalent approval authority should be sent to:

Aid to Locality Reductions
Virginia Department of Planning and Budget
1111 E. Broad St., Room 5040
Richmond, VA 23219-1922

7-C

**RESOLUTION RECOMMENDING MEMBER JURISDICTIONS CONSIDER
JOINDER OF CITY OF BRISTOL, VIRGINIA TO AUTHORITY**

WHEREAS, City of Bristol, Virginia desires to become a Member Jurisdiction of the Authority and share certain costs with constructing, financing, equipping, maintaining, refinancing, and operating the Jail Facilities in Dickenson County, Scott County, and Washington County (collectively "Jail Facilities"); and

WHEREAS, City of Bristol will share in the cost of construction of the Jail Facilities and debt service on the bonds or revenue notes used to finance and refinance the construction of said Jail Facilities and the additions and renovations to the same by paying a debt service charge based on the number of beds occupied by the prisoners or inmates committed to the Sheriff of the City of Bristol and housed at said Jail Facilities; and

WHEREAS, City of Bristol will also pay a per diem premium for every prisoner housed by the Authority of Fifty Cents (\$0.50) per prisoner committed to the Authority and housed at the Jail Facilities and Tazewell Jail Facility each day up to a total of One Hundred Fifty Thousand Dollars (\$150,000) commencing on the day prisoners are committed to the Authority from the Sheriff of the City of Bristol in addition to the debt service charge for the inmates or prisoners committed to the Sheriff of the City of Bristol and housed by the Authority at said facilities and the Facilities Charge and Facilities Charges described in the Second Amended Service Agreement to become a Member Jurisdiction; and

WHEREAS, by the joinder of City of Bristol to the Authority, each Member Jurisdiction will realize a reduction in the Facility Charge or Facilities Charges described in the Second Amended Service Agreement; and

WHEREAS, any political subdivision wishing to become a Member of the Authority and the governing bodies of the political subdivisions then members of the Authority shall by concurrent Resolutions or ordinances or by agreement provide for the joinder of such political subdivision and specify the number and term of office of members of the expanded Authority which are to be appointed by each of the participating political subdivisions, together with the name, address, and term of office of initial appointments to membership; and

WHEREAS, City of Bristol, by and through its City Council, requested to become a Member Jurisdiction of the Authority and recommended that Jack Weisenburger, Sheriff of City of Bristol, Tabitha Crowder, City Manager for City of Bristol and Catherine Brillhart, Mayor, City of Bristol initially serve on the Board of the Authority; and

WHEREAS, the Authority recommends that each Member Jurisdiction consider by resolution at their next regularly scheduled meeting of their governing body the

joinder of City of Bristol to the Authority and the proposed Second Amended Service Agreement.

BE IT RESOLVED, by the Board of the Southwest Virginia Regional Jail Authority, subject to compliance with the bond documents used to finance and refinance the construction of the Jail Facilities and the renovations related to the same, to-wit:

1) The Authority recommends that each Member Jurisdiction at the next regular meeting of its governing body consider adopting a Resolution in substantially similar form to the Resolution attached hereto and incorporated herein as "Exhibit A" which provides for the joinder of the City of Bristol as a Member Jurisdiction of the Authority.

2) The Authority recommends and requests that each Member Jurisdiction approve by resolution at its next regular meeting Second Amended Service Agreement setting forth the respective financial obligations of the Member Jurisdictions, including City of Bristol, for the costs of constructing, equipping, maintaining, financing , operating the Jail Facilities and the Tazewell Jail Facility in substantially similar form of the and Second Amended Service Agreement attached hereto and incorporated by reference herein collectively as "Exhibit B".

3) The Chairman or Vice Chairman is hereby authorized and directed to execute the Second Amended Service Agreement on behalf of the Authority.

4) Any authorization herein to execute a document shall also include authorization to deliver the same to the other parties thereto and record such document where appropriate.

5) All other acts that are in conformity with the purposes and intent of this Resolution and in furtherance of the joinder of City of Bristol as a Member jurisdiction is hereby approved and ratified.

This Resolution shall take effect immediately.

[signature page follows]

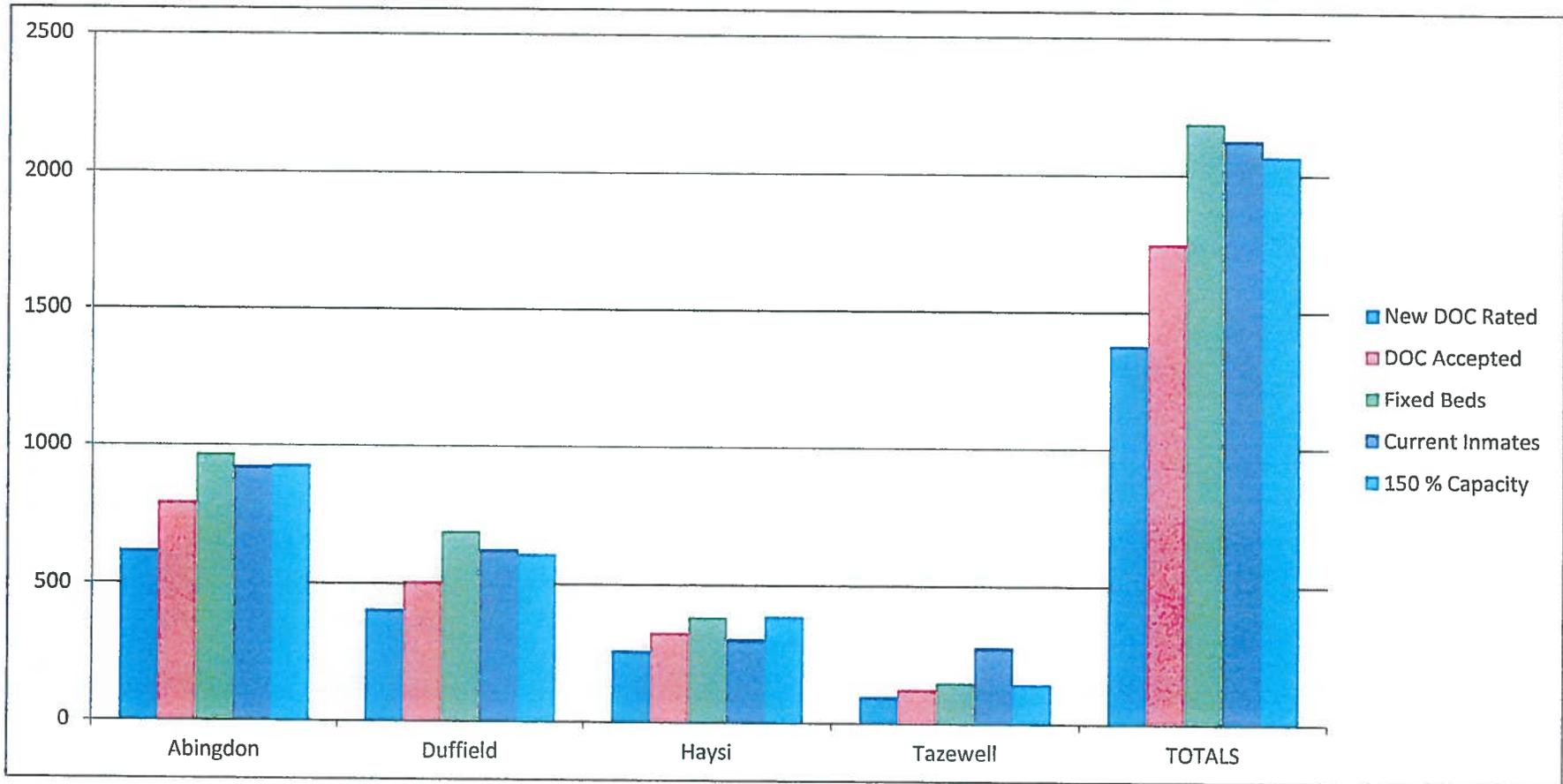
Adopted: Southwest Virginia Regional Jail Authority, November 19, 2014.

Charles Stacy, Chairman

(Authority Seal)

ATTEST:

Kathie Noe, Secretary



SWVRJA Bed Analysis

(Including City of Bristol)

	New DOC Rated	DOC Accepted	Fixed Beds	Current Inmates	150 % Capacity
Abingdon	619	794	968	924	929
Duffield	405	506	690	624	608
Haysi	257	322	382	303	386
Tazewell	96	123	148	275	144
TOTALS	1377	1745	2188	2126	2067

Which Does Not - Included To DISTRICTS

Southwest Virginia Regional Jail Authority
Housing Information

Combined Total Inmates: 1,953

ABINGDON FACILITY

LOCATION	CLASS	USE	SEX	TOTAL BEDS	MANAGEMENT BEDS	OCCUPIED	UNOCCUPIED
WE	UNC	HOLD/WKEND	M		40	0	
1A	UNC	HOLDING	M/F		56	14	
2A	MIN	TRUSTEES	M	66		63	3
2B	MIN	TRUSTEES	M	70		47	23
2C	MIN	TRUSTEES	M	36		30	6
3A	MIN		M	95		94	1
3B	MED		M	84		82	2
5A	MED		M	84		81	3
5B	MED		M	47		46	1
7A	MED		M	47		47	0
7B	MAX		M	48		44	4
8A	MED		F	32		31	1
8B	MAX		F	31		26	5
8C	MED		F	31		31	0
8D	MIN		F	62		59	3
8F	MAX	SEG	F		4	3	
9A	MAX	SEG	M		51	50	
MD		MEDICAL	M/F		11	11	
TOTALS				733	162	759	52

DUFFIELD FACILITY

LOCATION	CLASS	USE	SEX	TOTAL BEDS	MANAGEMENT BEDS	OCCUPIED	UNOCCUPIED
WE	UNC	HOLD/WKEND	M		38	0	
CR	UNC	HOLD/WKEND	M/F		12	9	
1A	UNC	HOLDING	M/F		38	13	
2A	MIN	TRUSTEES	M	62		62	0
3A	MIN		M	95		63	32
3B	MAX		M	26		26	0
3C	MIN		M	84		82	2
4A	MED		M	72		59	13
4B	MED		M	47		45	2
6A	MAX		M	48		45	3
6B	MAX		M	48		42	6
7A	MIN		F	24		21	3
7B	MED		F	36		28	8
7C	MAX		F	23		23	0
7D	MIN	TRUSTEES	F	57		53	4
7F	MAX	SEG	F		3	2	
8A	MAX	SEG	M		31	31	
MD		MEDICAL	M/F		2	2	
TOTALS				622	124	606	73

Southwest Virginia Regional Jail Authority
Housing Information

HAYSI FACILITY							
LOCATION	CLASS	USE	SEX	TOTAL BEDS	MANAGEMENT BEDS	OCCUPIED	UNOCCUPIED
1A	UNC	HOLDING	M/F		17	5	
2A	MIN	TRUSTEES	M	52		39	13
2B	MIN		M	48		41	7
3A	MAX		M	24		22	2
4A	MED		M	48		46	2
4B	MED		M	48		47	1
5A	MAX		M	24		23	1
5B	MAX		M	24		22	2
7B	MED		F	16		13	3
7C	MED		F	16		13	3
7D	MAX		F	8		8	0
7E	MIN		F	20		19	1
7F	MAX	SEG	F		2	0	
8A	MAX	SEG	M		8	7	
MD		MEDICAL	M/F		2	1	
TOTALS				328	29	306	35

TAZEWELL FACILITY								
LOCATION	CLASS	USE	SEX	TOTAL	REGULAR*	MANAGEMENT BEDS	OCCUPIED	UNOCCUPIED
HOLD	UNC	HOLDING	M/F	5		16	4	12
WE	UNC	HOLD/WKEND	M/F			40	11	29
A	MAX		M	23	23		25	-2
B	MED		M	24	24		36	-12
C	MIN		M	24	24		36	-12
D	MIN		M	24	24		36	-12
E	MIN		M	30	30		20	10
F	MED		F	60	60		61	-1
G	MIN		M	21	21		23	-2
I	MIN		M	21	21		16	5
S	MAX	SEG	F	6		11	10	1
MED	MAX	MEDICAL	M/F	4		6	4	2
TOTALS				242	227	73	282	18

Combined Total Inmates: 1,953

**Addition of Bristol, VA as February 1, 2015
Projected Local Contributions
Year Ending June 30, 2015 Supplemental Budget**

Operating	Projected Inmate Count	Year Ending June 30, 2015 Budget	Projected Inmate Count	Total Supplemental Year Ending June 30, 2015 Budget	Increase (Decrease)
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Local Reimbursements:

Current Projection

With Bristol

	Projected Inmate Count	Year Ending June 30, 2015 Budget	Projected Inmate Count	Total Supplemental Year Ending June 30, 2015 Budget	Increase (Decrease)
County of Buchanan	139	1,287,465.16	139	1,283,617.11	(3,848.05)
County of Dickenson	91	842,872.88	91	840,353.65	(2,519.23)
County of Lee	130	1,204,104.11	130	1,200,505.21	(3,598.89)
County of Russell	225	2,084,026.34	225	2,077,797.49	(6,228.85)
County of Scott	136	1,259,678.14	136	1,255,913.15	(3,765.00)
County of Smyth	151	1,398,613.23	151	1,394,432.98	(4,180.25)
County of Washington	220	2,037,714.64	220	2,031,624.21	(6,090.43)
County of Wise	251	2,324,847.16	251	2,317,898.53	(6,948.63)
City of Norton	14	129,672.75	14	129,285.18	(387.57)
County of Tazewell	410	3,797,559.11	410	3,786,208.75	(11,350.36)
City of Bristol			180	680,176.26	680,176.26
Totals	1767	16,366,553.53	1947	16,997,812.53	631,259.00 **

Inmate Per Diem

25.38

23.92

Debt Service

Local Reimbursements:

	Projected Inmate Count	Year Ending June 30, 2015 Budget	Projected Inmate Count	Total Supplemental Year Ending June 30, 2015 Budget	Increase (Decrease)
County of Buchanan	139	397,142.86	139	380,132.03	(17,010.82)
County of Dickenson	91	260,000.00	91	248,863.42	(11,136.58)
County of Lee	130	371,428.57	130	355,519.17	(15,909.40)
County of Russell	225	642,857.14	225	615,321.64	(27,535.50)
County of Scott	136	388,571.43	136	371,927.75	(16,643.68)
County of Smyth	151	431,428.57	151	412,949.19	(18,479.38)
County of Washington	220	628,571.43	220	601,647.82	(26,923.60)
County of Wise	251	717,142.86	251	686,425.47	(30,717.38)
City of Norton	14	40,000.00	14	38,286.68	(1,713.32)
County of Tazewell	190	542,857.14	190	519,604.94	(23,252.20)
City of Bristol			180	189,321.89	189,321.89
Totals	1547	4,420,000.00	1727	4,420,000.00	0.00

Inmate Per Diem

7.83

7.01

Note: Tazewell only pays debt service on the inmates held in the three new facilities.

** Does not include funds necessary to become PREA compliant.

Future Debt Service Projections

	Projected Inmate Count	Debt Service Budget	Projected Inmate Count	Debt Service Budget	Projected Savings with the Addition of Bristol
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Debt Service for Year Ending June 30, 2016

With Bristol

Local Reimbursements:

County of Buchanan	139	414,676.39	139	371,455.92	(43,220.47)
County of Dickenson	91	271,478.79	91	243,183.37	(28,295.42)
County of Lee	130	387,826.84	130	347,404.82	(40,422.02)
County of Russell	225	671,238.76	225	601,277.57	(69,961.19)
County of Scott	136	405,726.54	136	363,438.89	(42,287.65)
County of Smyth	151	450,475.79	151	403,524.06	(46,951.73)
County of Washington	220	656,322.35	220	587,915.85	(68,406.50)
County of Wise	251	748,804.13	251	670,758.53	(78,045.60)
City of Norton	14	41,765.97	14	37,412.83	(4,353.14)
County of Tazewell	190	566,823.84	190	507,745.50	(59,078.34)
City of Bristol		0.00	180	481,022.06	481,022.06
Totals	1547	4,615,139.40	1727	4,615,139.40	-

Inmate Per Diem	8.17	7.32
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Note: Tazewell only pays debt service on the inmates held in the three new facilities.

Debt Service for Year Ending June 30, 2017

Local Reimbursements:

County of Buchanan	139	420,177.58	139	376,383.73	(43,793.84)
County of Dickenson	91	275,080.28	91	246,409.50	(28,670.79)
County of Lee	130	392,971.83	130	352,013.56	(40,958.27)
County of Russell	225	680,143.56	225	609,254.25	(70,889.31)
County of Scott	136	411,109.00	136	368,260.34	(42,848.65)
County of Smyth	151	456,451.90	151	408,877.29	(47,574.60)
County of Washington	220	665,029.26	220	595,715.26	(69,313.99)
County of Wise	251	758,737.92	251	679,656.96	(79,080.96)
City of Norton	14	42,320.04	14	37,909.15	(4,410.89)
County of Tazewell	190	574,343.45	190	514,481.36	(59,862.09)
City of Bristol		0.00	180	487,403.40	487,403.40
Totals	1547	4,676,364.82	1727	4,676,364.82	0.00

Inmate Per Diem	8.28	7.42
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Note: Tazewell only pays debt service on the inmates held in the three new facilities.

Debt Service for Year Ending June 30, 2018

	Projected Inmate Count	Debt Service Budget		Projected Inmate Count	Debt Service Budget	Projected Savings with the Addition of Bristol
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With Bristol

Local Reimbursements:

County of Buchanan	139	412,119.27		139	369,165.32	(42,953.95)
County of Dickenson	91	269,804.70		91	241,683.77	(28,120.93)
County of Lee	130	385,435.29		130	345,262.53	(40,172.76)
County of Russell	225	667,099.53		225	597,569.76	(69,529.77)
County of Scott	136	403,224.61		136	361,197.72	(42,026.88)
County of Smyth	151	447,697.91		151	401,035.71	(46,662.20)
County of Washington	220	652,275.10		220	584,290.43	(67,984.67)
County of Wise	251	744,186.59		251	666,622.27	(77,564.32)
City of Norton	14	41,508.42		14	37,182.12	(4,326.30)
County of Tazewell	190	563,328.50		190	504,614.47	(58,714.03)
City of Bristol		0.00		180	478,055.81	478,055.81
Totals	1547	4,586,679.91		1727	4,586,679.91	0.00

Inmate Per Diem **8.12** **7.28**

Note: Tazewell only pays debt service on the inmates held in the three new facilities.

Debt Service for Year Ending June 30, 2019

Local Reimbursements:

County of Buchanan	139	412,510.54		139	369,515.81	(42,994.73)
County of Dickenson	91	270,060.86		91	241,913.23	(28,147.63)
County of Lee	130	385,801.23		130	345,590.33	(40,210.90)
County of Russell	225	667,732.89		225	598,137.11	(69,595.78)
County of Scott	136	403,607.44		136	361,540.65	(42,066.79)
County of Smyth	151	448,122.96		151	401,416.46	(46,706.50)
County of Washington	220	652,894.38		220	584,845.17	(68,049.21)
County of Wise	251	744,893.14		251	667,255.17	(77,637.96)
City of Norton	14	41,547.82		14	37,217.42	(4,330.40)
County of Tazewell	190	563,863.33		190	505,093.56	(58,769.77)
City of Bristol		0.00		180	478,509.69	478,509.69
Totals	1547	4,591,034.59		1727	4,591,034.59	0.00

Inmate Per Diem **8.13** **7.28**

Note: Tazewell only pays debt service on the inmates held in the three new facilities.

Debt Service for Year Ending June 30, 2020

	Projected Inmate Count	Debt Service Budget		Projected Inmate Count	Debt Service Budget	Projected Savings with the Addition of Bristol
					With Bristol	

Local Reimbursements:

County of Buchanan	139	411,214.91		139	368,355.22	(42,859.69)
County of Dickenson	91	269,212.64		91	241,153.42	(28,059.22)
County of Lee	130	384,589.48		130	344,504.88	(40,084.60)
County of Russell	225	665,635.64		225	596,258.44	(69,377.19)
County of Scott	136	402,339.76		136	360,405.10	(41,934.66)
County of Smyth	151	446,715.47		151	400,155.67	(46,559.81)
County of Washington	220	650,843.74		220	583,008.26	(67,835.48)
County of Wise	251	742,553.53		251	665,159.42	(77,394.11)
City of Norton	14	41,417.33		14	37,100.53	(4,316.80)
County of Tazewell	190	562,092.32		190	503,507.13	(58,585.19)
City of Bristol		0.00		180	477,006.75	477,006.75
Totals	1547	4,576,614.81		1727	4,576,614.81	0.00

Inmate Per Diem

8.11

7.26

Note: Tazewell only pays debt service on the inmates held in the three new facilities.

Total Projected Debt Service Savings with the Addition of Bristol, VA - FY16 - FY20

County of Buchanan	(215,822.68)
County of Dickenson	(141,293.98)
County of Lee	(201,848.55)
County of Russell	(349,353.25)
County of Scott	(211,164.63)
County of Smyth	(234,454.85)
County of Washington	(341,589.85)
County of Wise	(389,722.96)
City of Norton	(21,737.54)
County of Tazewell	(295,009.41)
City of Bristol	
Totals	(2,401,997.70)

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SOUTHWEST VIRGINIA REGIONAL JAIL AUTHORITY

SECOND AMENDED SERVICE AGREEMENT

This Second Amended Service Agreement (the "Agreement") is made as of this _____ day of _____, 2014, by and among the Southwest Virginia Regional Jail Authority (the "Authority") and the counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Tazewell, Washington and Wise and the Cities of Norton and Bristol, 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, the counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Washington, and Wise and the City of Norton each adopted resolutions creating the Southwest Virginia Regional Jail Authority (the "Authority") for the purpose of financing, acquiring, constructing and equipping regional jail facilities in the counties of Dickenson, Washington, and Scott (the "Jail Facilities"), and providing for its ongoing operation and maintenance for the benefit of the Member Jurisdictions; and

WHEREAS, in order to pay the costs of constructing, equipping, maintaining and operating the Jail Facilities, the counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Washington, and Wise and the City of Norton, entered into a Service Agreement dated February 1, 2003, establishing their financial obligations to the Authority on terms and conditions set forth in said Agreement; and

WHEREAS, the Authority and Member Jurisdictions agreed to accept Tazewell County and entered into Amended Service Agreement dated July 1, 2005, reestablishing the financial obligations of the Member Jurisdictions to the Authority on terms and conditions set forth in said Amended Service Agreement; and

WHEREAS, City of Bristol desires to become a Member Jurisdiction of the Authority and share certain costs with the equipping, maintaining, and operating the Jail Facilities of the Authority; and

WHEREAS, the Member Jurisdictions agree that City of Bristol will share in the costs of operation of the Jail Facilities as well as the debt service on the bonds or revenue notes used to finance the construction of said Jail Facilities and renovations to the same

based on the number of beds occupied by prisoners or inmates committed to the Sheriff of City of Bristol and housed at said Jail Facilities; and

WHEREAS, City of Bristol will pay a per diem premium each day for every prisoner housed by the Authority up to a designated amount in addition to the debt service charge and Facilities Charge and Facilities Charges described herein to become a Member Jurisdiction; and

WHEREAS, the Member Jurisdictions agree herein to pay certain amounts on the terms set forth in this Agreement to construct, renovate, equip, maintain, and operate the Jail Facilities of the Authority.

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.

“Agreement with Tazewell County” means the lease agreement between the Authority and Tazewell County to staff, operate, and maintain the Tazewell Jail Facility as the fourth jail facility of the Authority and the terms and conditions for Tazewell County to become a Member Jurisdiction.

“Annual Budget” has the meaning given to such term in Section 3.7.

“Applicable Laws” 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 Southwest Virginia Regional Jail Authority.

“Authority Default” has the meaning given to such term in Section 8.1.

“Bonds” means revenue bonds and notes issued by the Authority in one or more series for permanent financing or refinancing of the design, site acquisition, construction,

equipping, financing, preoperational expenses, renovations, additions, and other costs of the Jail Facilities, including any additional revenue bonds and notes issued by the Authority for refunding of prior bonds or notes issued by it or for the financing of additional construction or improvements to the Jail Facilities.

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

“Debt Service Charge” means the charge imposed upon Tazewell County and City of Bristol as debt service on the bonds or revenue notes used to finance or refinance the Jail Facilities or renovations and additions to the same in the counties of Dickenson, Scott, and Washington based upon the number of beds occupied by prisoners committed to the Sheriff of Tazewell County and the Sheriff of the City of Bristol and housed at the Jail Facilities.

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

“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 the Debt Service Reserve Fund established in connection with the Bonds and other reasonable or necessary payments required to comply with covenants imposed by the Indenture and other 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 4.1(a)(2).

“Facilities Charge Percentages” has the meaning given such term in Section 4.1(a)(2)(ii).

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

“Indenture” means the indenture of trust or trust agreement, as the same may be supplemented or amended from time to time, under which the Bonds are issued by the Authority.

“Jail Facility” means any of the jails operated by the Authority referred to herein

as either Jail Facilities or Tazewell Jail Facility.

“Jail Facilities” means the three (3) separate regional jail facilities acquired, constructed, renovated, and equipped by and for the use of the Authority, from monies provided from proceeds of the Bonds and located in the Counties of Dickenson, Washington, and Scott, together with any additions or improvements thereto.

“Member Jurisdictions” means the Counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Tazewell, Washington, and Wise and the Cities of Norton and Bristol, 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” means any of the Counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Tazewell, Washington, and Wise and the Cities of Norton and Bristol.

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

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

“Non-Member Jurisdictions” means political subdivisions or agencies thereof; including but not limited to the federal government and the District of Columbia, which utilize the Jail Facilities.

“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, unless specified by contract with the Authority, which initially shall be a rate not less than 150% of the Per Diem Rate.

“Notes” means bond anticipation notes issued by the Authority in November, 2001 and June, 2002 and refinancing or revenue anticipation notes from 2013 used to construct additions to the Jail Facilities.

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

“Per Diem Premium” means the charge imposed upon Tazewell County and City of Bristol for their respective admission to the Authority as Member Jurisdictions.

“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, 2006, 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.

“Placed in Service” means the first day on which the Jail Facilities have been certified by the appropriate authority of the Commonwealth to accept Prisoners.

“Planning Study” means the feasibility study and conceptual design for the Jail Facilities prepared by Thompson & Litton, Engineers.

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

“Tazewell County” means Tazewell County, Virginia, a political subdivision of the Commonwealth, the tenth Member Jurisdiction of the Authority who did not participate in the issuance of the bonds or revenue notes used to finance the Jail Facilities in the Counties of Dickenson, Scott, and Washington.

“City of Bristol” means City of Bristol, Virginia, a political subdivision of the Commonwealth, the eleventh Member Jurisdiction of the Authority who did not participate in the issuance of the bonds or revenue notes used to finance the Jail Facilities or the renovations or additions to the same in the Counties of Dickenson, Scott, and Washington.

“Tazewell Jail Facility” means the jail facility located at the Courthouse in Tazewell, Virginia which was not acquired, constructed, or equipped from monies provided from proceeds of the bonds described herein used to construct the Jail Facilities.

ARTICLE II

CONSTRUCTION AND FINANCING

Section 2.1 Construction of Jail.

The Authority agrees to construct and equip the Jail Facilities substantially in accordance with the Planning Study.

Section 2.2 Permits.

The Authority will construct the Jail Facilities in accordance with the requirements of all Applicable Laws and the rules and regulations of the Virginia Board of Corrections. The Member Jurisdictions agree to provide reasonable assistance to the Authority in complying with any such requirements, and will provide the Authority with any and all information that may be necessary in this regard.

Section 2.3 Jail Facilities: Agreement to Finance.

The total eligible construction cost of the Jail Facilities is estimated to be approximately \$74,446,751. One-half of the eligible construction costs, now estimated to be approximately \$37,223,376 is expected to be reimbursed by the Commonwealth of Virginia upon completion of construction. The Authority intends to finance the cost of constructing and equipping the Jail Facilities, including but not limited to the costs of issuance and related expenses associated with such financing, through the issuance of the Bonds. In addition, the Authority has issued the Notes to finance certain preliminary costs on an interim basis which are to be repaid with a portion of the proceeds of the Bonds. The Member Jurisdictions each agree that the Bonds will be secured by, among other things, the payments made pursuant to this Agreement and that the Authority will be issuing the Bonds in reliance on the representations and obligations of each of the Member Jurisdictions set forth in this Agreement. To become a Member Jurisdiction, Tazewell County shall pay the per diem premium described below and allow the Authority to assume control, staff, operate, and maintain the Tazewell Jail Facility as the fourth jail facility of the Authority. Furthermore, Tazewell County shall enter into an Agreement to sublease that portion of the Tazewell County Courthouse currently utilized as the Tazewell County Jail for the Authority to equip, operate, and maintain the same as the fourth Jail Facility of the Authority under such terms and conditions as may be deemed appropriate by the Authority.

The Authority in 2013 refinanced the 2003 Bonds and financed a portion of the construction and improvement of additions to the Jail Facilities in Dickenson, Washington, and Scott Counties through the Virginia Resources Authority with the remaining financing of the improvements to said Jail Facilities through the issuance of a grant revenue anticipation note. With the additions and improvements to the above named Jail Facilities, City of Bristol requested to become a Member Jurisdiction of the Authority and share in the cost of constructing, financing, equipping, and operating the Jail Facilities of the Authority. To become a Member Jurisdiction, City of Bristol shall pay the per diem premium described below in paragraph 4.7 in addition to all other payments and obligations pursuant to this Second Amended Service Agreement.

ARTICLE III

PROVISIONS OF SERVICE, OPERATION, AND MAINTENANCE

Section 3.1 Acceptance of Prisoners.

(a) Immediately after the Jail Facilities and Tazewell Jail Facility are Placed in Service, 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 and Tazewell Jail Facility 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.

(b) The Authority shall exercise its best efforts to keep the Jail Facilities and Tazewell Jail Facility 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. The Authority shall attempt to place Member Jurisdiction Prisoners in the closest of the Jail Facilities and the Tazewell Jail Facility to such Member Jurisdiction. If a Non-Member Jurisdiction's Prisoner prevents placement in the closest of the Jail Facilities or Tazewell Jail Facility to such Member Jurisdiction, such Non-Member Jurisdiction's Prisoner shall be transferred to another of the Jail Facilities or Tazewell Jail Facility operated by the Authority, if space is available, to allow space for the Member Jurisdiction Prisoner at the closest of the Jail Facilities or Tazewell Jail Facility to such Member Jurisdiction. Non-Member Jurisdictions shall be responsible for all costs associated with such transportation unless otherwise provided for by contract with the Authority. Further, to the extent a Member Jurisdiction Prisoner is placed in one of the Jail Facilities or Tazewell Jail Facility that is not the closest to the Member Jurisdiction, then at such time as space is available in the closest of the Jail Facilities or Tazewell Jail Facility, the Authority agrees to transport the Member Jurisdiction Prisoner to such closest Jail Facility unless said Member Jurisdiction Prisoner is placed in a certain Jail Facility for a specific purpose other than lack of available space at the closest Jail Facility. The Authority is responsible for all costs associated with transportation of said Member Jurisdiction Prisoner.

Section 3.2 Commitment of Prisoners.

(a) After the Jail Facilities are Placed in Service and until final Payment of the

Bonds, each Member Jurisdiction agrees, to the extent permitted by law: (1) to be obligated to commit promptly all of its Prisoners to the custody of the Authority and (2) 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 or Tazewell Jail Facility of the Authority unless in the case of either: (i) commitment of any such Prisoner to a facility other than the Jail Facilities or Tazewell Jail Facility 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) Upon the Jail Facilities and Tazewell Jail Facility being Placed in Service, each Member Jurisdiction, to the extent permitted by law, agrees that it shall cease to use its existing jail facilities except for use as temporary holding cells prior to commitment of Prisoners to the custody of the Authority.

(c) The Authority agrees to assist the Member Jurisdictions in evaluating the feasibility of utilizing its existing local jail facilities or in the demolition or conversion to other use of such existing local jail facilities.

Section 3.3 Transportation of Prisoners.

Unless the Member Jurisdictions and the Authority agree otherwise, the Authority shall be responsible for the transportation of Prisoners from such Member Jurisdiction to the appropriate Jail Facility or Tazewell Jail Facility 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 3.4 Operation and Maintenance.

The Authority will acquire, design, construct, equip, finance, operate and maintain the Jail Facilities or Tazewell Jail Facility in accordance with the rules and regulations of the Virginia Board of Corrections and all other Applicable Laws. The Authority shall be an equal opportunity employer.

Section 3.5 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 interest 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 interest. Additionally, the Authority shall obtain surety or fiduciary bonds on Authority employees who have access to Authority funds, bank accounts, deposits or receivables.

Section 3.6 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 and Tazewell Jail Facility by the Member Jurisdictions and other users of the Jail Facilities. The Authority will cause an annual audit to be performed and completed by October 31 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 and Tazewell Jail Facility. A copy of the auditor's report will be delivered to the Chief Executive Officer of each Member Jurisdiction promptly upon completion.

Section 3.7 Annual Budget.

The Authority shall provide to each Member Jurisdiction on or before each January 31st of each calendar year, the Authority's preliminary Annual Budget for the next Fiscal Year and on or before April 30 of each calendar year its final 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 Charge, 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. Each Member Jurisdiction hereby directs its Chief Executive Officer to notify the Authority (i) by July 1 of each year, of the amount so

budgeted by the Member Jurisdiction and (ii) at any time, of any amendments to the amount so budgeted by the Member Jurisdiction.

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 (5) 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 3.8 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 and Tazewell Jail Facility. 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 3.9 Preliminary Responsibilities.

Before the Jail Facilities are Placed in Service, the Authority will be responsible for (i) the final design, construction and equipping of the Jail Facilities; (ii) the employment or procurement and equipping 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) the arrangements for financing the Jail Facilities.

Section 3.10 Annual Per Diem Rate Calculation.

The Authority will provide each Member Jurisdiction, annually, following the end of each Fiscal Year, the calculation for the effective Per Diem Rate for such Member Jurisdiction for its usage of the Jail Facilities and Tazewell Jail Facility.

ARTICLE IV

PAYMENTS

Section 4.1 Payments from Member Jurisdictions.

(a) Facilities Charges.

(I) In each Annual Budget, the Authority shall establish the Facilities Charge for the following Fiscal Year which shall be revised as necessary as provided in Section 3.7.

(2) (i) The Facilities Charge shall be invoiced quarterly by the Authority 30 days in advance of service and shall be payable no later than July 15, October 1, January 1, and April 1 in each year, beginning July 15, 2005. Notwithstanding the foregoing, if as a result of construction cost overruns, cost savings or delays in construction, or early completion of construction, or any combination thereof, it becomes necessary to accelerate or delay payment of the first Facilities Charge, the Authority and the Member Jurisdictions will make such adjustment as may be necessary or appropriate for timely payment of Net Expenses.

(ii) In order to facilitate the successful financing of the Jail Facilities, the Member Jurisdictions agree to pay their ratable share of the Facilities Charge as budgeted by the Authority in accordance with the percentages established annually pursuant to this Section (the "Facilities Charge Percentages") notwithstanding the actual number of Prisoners committed or expected to be committed, subject to Fiscal Year-end adjustment to reflect actual use.

(A) Unless the Member Jurisdictions mutually agree upon other percentages due to a change in proportionate Prisoner populations. For the period commencing on the date of this Agreement through the Fiscal Year ending June 30, 2015, the Facilities Charge will be paid in accordance with the following percentages:

Member Jurisdiction	Estimated Bed Usage	Facilities Charge Percentage
Buchanan County	139	7.14%
Dickenson County	91	4.67%
Lee County	130	6.68%
Russell County	225	11.56%
Scott County	136	6.99%
Smyth County	151	7.76%

Tazewell County	410	21.06%
Washington County	220	11.30%
Wise County	251	12.89%
City of Norton	14	0.72%
City of Bristol	180	9.24%
TOTAL	1947	100.00%

(B) Beginning with the Fiscal Year that commences July 1, 2007, the budget Facilities Charge Percentages shall be adjusted each Fiscal Year to approximate the actual proportionate use of the Jail Facilities and Tazewell Jail Facility by the Member Jurisdictions as of the end of the immediately preceding Fiscal Year. Such actual proportionate use for each Member Jurisdiction shall be determined by a fraction the numerator of which shall be the number of Prisoner beds used by the Member Jurisdiction during the immediately preceding Fiscal Year and the denominator of which shall be the total number of Prisoner beds used by all Member Jurisdictions in the immediately preceding Fiscal Year. Notwithstanding the foregoing, the Authority and the Member Jurisdictions may use such other method for annually adjusting budgeted Facilities Charge Percentages as may be mutually agreeable.

(3) 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 the Non-Member Per Diem charge for its Prisoners in accordance with Section 4.1(c) until all amounts due and unpaid have been fully paid.

4) By the end of each October following the immediately preceding Fiscal Year, the Authority shall reconcile the total amount of each Member Jurisdiction's payments to reflect the amount each Member Jurisdiction should have paid during such year based upon actual proportionate use of the Jail Facilities and Tazewell Jail Facility and compare it to the amount paid by each Member Jurisdiction. Any Member Jurisdiction which has underpaid shall be notified by the Authority of the amount of the shortfall, which amount shall be paid as an additional sum in equal quarterly installments over the next Fiscal Year. Any Member Jurisdiction that has overpaid shall be entitled to a refund or a credit, as such Member Jurisdiction may elect, in the amount of such overpayment to be applied in equal quarterly installments over the next Fiscal Year; provided, however, no Member Jurisdiction shall be entitled to a full credit until such time as the Authority has received payment of all underpaid amounts. In the event the Authority receives a portion but not all of the payments due for underpaid bills, the Authority shall apply the amount received ratably as a partial credit to the Member Jurisdictions which overpaid.

(b) 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 4.1(a)(2) are not paid within 30 days of their respective due dates, each Member Jurisdiction hereby agrees to pay, on a monthly basis, the Non-Member Per Diem Rate for each Prisoner committed to the Jail Facilities or Tazewell Jail Facility during 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.

(d) Prior to the issuance of the Bonds, if for any reason the Jail Facilities are not Placed in Service, the Member Jurisdictions shall reimburse the Authority for all expenses, including debt service on the Authority's interim financings, not previously paid by the Member Jurisdictions pursuant to the percentages contained in the table in Section 4.1(a)(2): provided, however, that the payment required by any Member Jurisdiction, will be subject to the appropriation of funds for such purpose by the governing body of such Member Jurisdiction.

(e) Commencing on the date of issuance of the Bonds, if the Authority lacks sufficient funds to pay scheduled debt service on the 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, a portion of such deficit equal to its Facilities Charge Percentage then in effect for the then current Fiscal Year as determined pursuant to Section 4.1 (a)(2). Any such payment under this paragraph shall be subject to the appropriation of funds by the governing body of each Member Jurisdiction. In no event shall the obligation of any Member Jurisdiction, under this paragraph (e) or the immediately preceding paragraph (d) be deemed to constitute a debt within the meaning of the Constitution of Virginia.

(f) 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 4.2 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 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 state 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 4.3 Operating Reserve Fund and Debt Service Reserve Fund.

Upon the Jail Facilities being placed in Service, the Authority agrees to provide for an Operating Reserve Fund in each of its Annual Budgets in an amount equal to not less than 60 days of Expenses, excluding debt service requirements, contained in the Annual Budget for such year. The Operating Reserve Fund will be established as a separate account and will be used to cover periods of revenue shortfall when the Authority's revenues are not sufficient to cover its actual Net Expenses. Upon the issuance of the Bonds, the Authority agrees to provide for a Debt Service Reserve Fund to be held by the trustee under the Indenture and in an amount not less than the maximum annual debt service on the Bonds as further described in the Indenture. The Authority agrees to provide for contributions to the 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 held by the trustee under the Indenture for the Bonds.

Section 4.4 Commonwealth Reimbursement Grants.

Any funds that the Authority receives from the Commonwealth of Virginia as reimbursement for the cost of constructing the Jail Facilities will be applied immediately to the payment of the notes portion of the Bonds.

Section 4.5 Limitation of Liability.

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

Section 4.6 Payments by Tazewell County

(a) Per Diem Premium: Tazewell County shall pay the Authority a per diem premium, in addition to the debt service charge and Facilities Charge and Facilities Charges set forth herein, of One Dollar (\$1.00) per Prisoner committed to the Sheriff of Tazewell County and housed at the Jail Facilities and Tazewell Jail Facility each day for a period of ten (10) years commencing on the first day of the first month in which the Authority assumes control of the Tazewell Jail Facility. The per diem premium described herein shall be in addition to the debt service charge and the Facility Charge and Facilities Charges.

(b) Debt Service Charge: The Authority recognizes that the appropriate number of prisoners or inmates for the Tazewell Jail Facility shall be One Hundred Sixty (160). The Authority, however, reserves the right to increase or decrease this number based upon changes to applicable laws, rules, or regulations pertaining to prisoners or inmates. Tazewell County shall pay annually a debt service charge on the bonds or revenue notes used to finance the costs of construction of the Jail Facilities. The debt service charge described herein and the Service Agreement shall be based upon the number of beds occupied by prisoners or inmates committed to the Sheriff of Tazewell County and housed by the Authority at the Jail Facilities located in Dickenson, Scott, and Washington Counties or the number of inmates committed to the Sheriff of Tazewell County and housed by the Authority which exceed One Hundred Sixty (160). The debt service charge described herein shall be in addition to the Per Diem Premium set forth above and the Facilities Charge or Facilities Charges imposed annually on each Member Jurisdiction pursuant to the Service Agreement described herein.

Section 4.7 Payments by City of Bristol

(a) Per Diem Premium: City of Bristol shall pay the Authority a per diem premium, in addition to the debt service charge, Facilities Charge, and Facilities Charges set forth herein, of Fifty Cents (\$.50) per Prisoner committed to the Authority and housed at the Jail Facilities and Tazewell Jail Facility each day, up to a total of One Hundred Fifty Thousand Dollars (\$150,000.00) commencing on the day prisoners are committed to the

Authority from the City of Bristol pursuant to this Agreement. The per diem premium described herein shall be in addition to the debt service charge and the Facility Charge and Facilities Charges herein.

(b) Debt Service Charge: City of Bristol shall pay annually a debt service charge on the bonds or revenue notes used to finance or refinance the costs of construction of the Jail Facilities and the renovations and additions to the same. The debt service charge described herein in this Second Service Agreement shall be based upon the number of beds occupied by prisoners or inmates committed to the Sheriff of the City of Bristol and housed by the Authority at the Jail Facilities located in Dickenson, Scott, and Washington Counties or the Tazewell Jail Facility. The debt service charge described herein shall be in addition to the Per Diem Premium set forth above and the Facilities Charge or Facilities Charges imposed annually on each Member Jurisdiction pursuant to the Service Agreements described herein and entered into by the Member Jurisdictions.

ARTICLE V

ADDITIONAL AGREEMENTS

Section 5.1 Sale or Other Conveyance.

Except as specifically permitted under the Indenture, 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 Indenture or other agreements pursuant to which the Bonds or other debt was issued,

Section 5.2 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 5.3 Right to Access.

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

Section 5.4 Confidentiality.

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

Section 5.5 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, the Jail Facilities, or the Tazewell Jail Facilities are not in compliance in any material respect with any Applicable Law.

Section 5.6 Tax-Exemption Covenant; Continuing Disclosure.

(a) The Authority intends to issue the Bonds in a manner such that the interest thereon is 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 the 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 the regulations issued by the Securities and Exchange Commission (the "Rule"), the Authority shall, and Member Jurisdictions may, be required to agree with the underwriters of the Bonds, and for the benefit of the owners of the Bonds, 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 is material to its operations as set forth in the Rule.

Section 5.7 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 5.8 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 the Bonds have been issued and remains outstanding unless (1) the withdrawal is consented to by unanimous vote of the Member Jurisdictions; and (2) the withdrawing Member Jurisdiction shall have agreed to pay its proportionate 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 average actual use of Prisoner beds (as determined by Section 4.1(e)(2)(ii)) in the two Fiscal Years immediately preceding the effective date of withdrawal 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 proportionate share of such unpaid principal until the date the Bonds or other indebtedness shall be next eligible for redemption.

(b) The Member Jurisdictions shall not dissolve the Authority during any period in which Bonds or Notes 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 or Notes 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 5.9 Preferential Hiring.

Qualified employees of any of the correctional departments of the sheriffs of any of the Member Jurisdictions shall be given preferred consideration for employment at the Jail Facilities and Tazewell Jail Facility by the Authority, subject to the employment policies and procedures adopted by the Authority.

ARTICLE VI

**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 6.1 Organization, Authorization and Validity.

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

Section 6.2 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 6.3 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 6.4 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 6.5 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 VII

REPRESENTATIONS, WARRANTIES, AND COVENANTS OF MEMBER JURISDICTIONS

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

Section 7.1 Organization, Authorization and Validity.

Each of the Member Jurisdictions is a political subdivision of the Commonwealth duly organized and validly existing under the laws of the Commonwealth, 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 7.2 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 7.3 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 7.4 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 VIII

DEFAULTS AND REMEDIES

Section 8.1 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 Notes or other temporary or permanent financing for the Jail Facilities issued or obtained by the Authority pursuant to this Agreement;

(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 the Bonds, the Notes or other temporary or permanent financing for the Jail Facilities are issued or obtained by the Authority pursuant to this Agreement 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 8.2 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, for any reason, being 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 finds 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.

(b) 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 8.3 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 8.4 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); and (ii) any other

amounts due pursuant to the provisions Section 4.1(a)(4), the Chief Executive Officer of such Member Jurisdiction shall give notice to the Authority and the trustee under the Indenture of such failure within five (5) business days thereafter, and if no such appropriation has been made by the following July 15, 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 8.5 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 IX

MISCELLANEOUS

Section 9.1 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 9.2 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:

Stephen Clear, Superintendant
Southwest Virginia Regional Jail Authority
15205 Joe Derting Drive

Abingdon, VA 24210

If to Buchanan County:

County Administrator
P.O. Drawer 950
Grundy, Virginia 24614

If to Dickenson County:

County Administrator
P.O. Box 1098
Clintwood, Virginia 24228

If to Lee County:

County Administrator
P.O. Box 367
Jonesville, Virginia 24263

If to Russell County:

County Administrator
121 F. Main Street
Lebanon, VA 24266

If to Scott County:

County Administrator
112 Water Street. Suite I
Gate City. Virginia 24251

If to Smyth County:

County Administrator

121 Bagley Circle, Suite 100
Marion, Virginia 24354

If to Tazewell County:

County Administrator
108 E. Main St
Tazewell, VA 24651

If to Washington County:

County Administrator
205 Academy Drive
Abingdon, Virginia 24210

If to Wise County:

County Administrator
P.O. Box 570
Wise, Virginia 24293

If to the City of Norton:

City Manager
P.O. Box 618
Norton, Virginia 24273

If to the City of Bristol

City Manager
300 Lee Street
Bristol, VA 24201

Section 9.3 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 9.4 Governing Law.

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

Section 9.5 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 the 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 9.6 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 9.7 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.

SOUTHWEST VIRGINIA REGIONAL JAIL
AUTHORITY

BY: _____
CHAIRMAN

COUNTY OF BUCHANAN

BY: _____
CHAIRMAN

COUNTY OF DICKENSON

BY: _____
CHAIRMAN

COUNTY OF LEE

BY: _____
CHAIRMAN

COUNTY OF RUSSELL

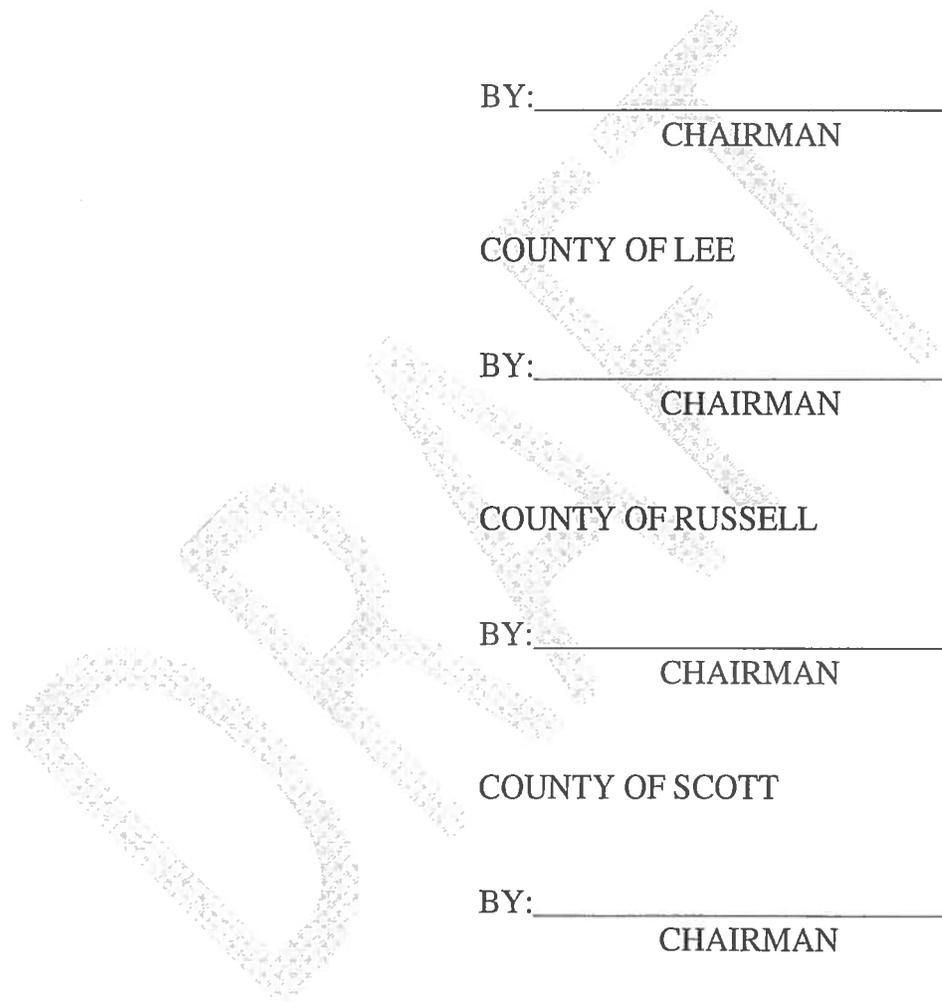
BY: _____
CHAIRMAN

COUNTY OF SCOTT

BY: _____
CHAIRMAN

COUNTY OF SMYTH

BY: _____
CHAIRMAN



COUNTY OF TAZEWELL

BY: _____
CHAIRMAN

COUNTY OF WASHINGTON

BY: _____
CHAIRMAN

COUNTY OF WISE

BY: _____
CHAIRMAN

CITY OF NORTON

BY: _____
MAYOR

CITY OF BRISTOL

BY: _____
MAYOR

7-D

**NOTICE OF PUBLIC HEARING
OF PROPOSED BOND ISSUE
BY THE CITY OF NORTON, VIRGINIA**

The Council of the City of Norton, Virginia (the "Council") will hold a public hearing on the proposed issuance of bonds by the City of Norton. The estimated maximum principal amount of the bonds is **\$483,695**. The only proposed uses for which the bonds are to be issued is to finance (a) the costs of improvements to the City's water system, for which use more than ten percent of the total bond proceeds is expected to be used, and (b) the costs of issuing the bond. The public hearing which may be continued or adjourned, and at which persons may appear and present their views on the proposed bond issue will be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on **December 16, 2014**, before the Council in the Municipal Council Chambers, 618 Virginia Avenue, N.W., Norton, Virginia.

[Publish on November 25 and December 2, 2014]

**[TO BE PUBLISHED ONCE A WEEK FOR TWO CONSECUTIVE
WEEKS IN A NEWSPAPER PUBLISHED OR HAVING GENERAL
CIRCULATION IN THE JURISDICTION. THE HEARING MUST BE
HELD NOT LESS THAN SIX NOR MORE THAN 21 DAYS
AFTER THE DATE THE SECOND NOTICE APPEARS IN THE
NEWSPAPER.]**

#6735717

NORTON, VIRGINIA
SYSTEM-WIDE WATER IMPROVEMENTS PROJECT - PHASE III

Item	Description	Unit	Quantity	Boring Contractors		McFall Excavating		Zeppa Excavating	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Waterline - 8" Dia. PVC, In Place/complete	lf	3,166	\$28.00	\$88,648.00	\$33.00	\$104,478.00	\$39.00	\$123,474.00
2	Waterline - 6" Dia. PVC, In Place/complete	lf	5,007	\$25.00	\$125,175.00	\$30.00	\$150,210.00	\$30.00	\$150,210.00
3	Waterline - 2" Dia. PVC, In Place/complete	lf	520	\$20.00	\$10,400.00	\$21.00	\$10,920.00	\$25.00	\$13,000.00
4	Water Service Line - 1" Dia., In Place/complete	lf	500	\$15.00	\$7,500.00	\$19.00	\$9,500.00	\$15.00	\$7,500.00
5	Water Service Line - 3/4" Dia., In Place/complete	lf	1,329	\$12.00	\$15,948.00	\$18.00	\$23,922.00	\$15.00	\$19,935.00
6	Gate Valve & Box - 8" Dia., In Place/complete	ea.	23	\$1,600.00	\$36,800.00	\$1,500.00	\$34,500.00	\$1,500.00	\$34,500.00
7	Gate Valve & Box - 6" Dia., In Place/complete	ea.	20	\$1,200.00	\$24,000.00	\$1,000.00	\$20,000.00	\$1,200.00	\$24,000.00
8	Gate Valve & Box - 2" Dia., In Place/complete	ea.	2	\$800.00	\$1,600.00	\$900.00	\$1,800.00	\$800.00	\$1,600.00
9	Remove/Replace Existing Fire Hydrant Assembly, In Place/complete	ea.	8	\$4,000.00	\$32,000.00	\$3,300.00	\$26,400.00	\$4,000.00	\$32,000.00
10	2" - Water Meter Reconnection, in-place/complete	ea.	1	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
11	3/4" - Service Reconnection, In Place/complete	ea.	90	\$250.00	\$22,500.00	\$450.00	\$40,500.00	\$225.00	\$20,250.00
12	Air Release Valve & Assembly in Place/complete	ea.	2	\$2,500.00	\$5,000.00	\$1,900.00	\$3,800.00	\$1,950.00	\$3,900.00
13	Waterline Abandonment, In Place/complete	ea.	7	\$500.00	\$3,500.00	\$1,500.00	\$10,500.00	\$500.00	\$3,500.00
14	Tie to Existing Waterline 12" x 8" (Wet-Tap) , In Place/complete	ea.	3	\$5,000.00	\$15,000.00	\$4,600.00	\$13,800.00	\$5,000.00	\$15,000.00
15	Tie to Existing Waterline 8" x 4" , In Place/complete	ea.	1	\$1,500.00	\$1,500.00	\$2,600.00	\$2,600.00	\$3,500.00	\$3,500.00
16	Tie to Existing Waterline 8" x 8" , In Place/complete	ea.	2	\$1,400.00	\$2,800.00	\$3,000.00	\$6,000.00	\$3,500.00	\$7,000.00
17	Tie to Existing Waterline 8" x 6" , In Place/complete	ea.	2	\$1,200.00	\$2,400.00	\$2,900.00	\$5,800.00	\$4,000.00	\$8,000.00
18	Tie to Existing Waterline 8" x 2" , In Place/complete	ea.	3	\$1,000.00	\$3,000.00	\$2,700.00	\$8,100.00	\$4,000.00	\$12,000.00
19	Tie to Existing Waterline 6" x 6" , In Place/complete	ea.	2	\$1,000.00	\$2,000.00	\$2,500.00	\$5,000.00	\$4,000.00	\$8,000.00
20	Tie to Existing Waterline 6" x 4" , In Place/complete	ea.	1	\$1,000.00	\$1,000.00	\$2,400.00	\$2,400.00	\$4,000.00	\$4,000.00
21	SM12.5 Asphalt Repaving (2.0 in.), In Place/complete	sy	5,181	\$15.00	\$77,715.00	\$14.00	\$72,534.00	\$16.00	\$82,896.00
22	BM-25 Asphalt Repaving (4.0 in.), In Place/complete	sy	3,400	\$27.60	\$93,840.00	\$22.00	\$74,800.00	\$35.00	\$119,000.00
23	Re-seeding	LS	1	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00
24	Erosion & Sediment Control	LS	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
25	Mobilization (Maximum 5.00%)	LS	1	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00	\$30,000.00	\$30,000.00
Total Construction Cost:					\$600,026.00		\$667,564.00		\$728,765.00

NORTON, VIRGINIA
SYSTEM-WIDE WATER IMPROVEMENTS PROJECT - PHASE III

Item	Description	Unit	Quantity	Thomas Construction		Boyds Construction		Central Builders	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Waterline - 8" Dia. PVC, In Place/complete	lf	3,166	\$35.04	\$110,936.64	\$40.00	\$126,640.00	\$60.00	\$189,960.00
2	Waterline - 6" Dia. PVC, In Place/complete	lf	5,007	\$31.26	\$156,518.82	\$35.00	\$175,245.00	\$50.00	\$250,350.00
3	Waterline - 2" Dia.PVC, In Place/complete	lf	520	\$23.34	\$12,136.80	\$24.00	\$12,480.00	\$40.00	\$20,800.00
4	Water Service Line - 1" Dia., In Place/complete	lf	500	\$14.45	\$7,225.00	\$21.00	\$10,500.00	\$20.00	\$10,000.00
5	Water Service Line - 3/4" Dia., In Place/complete	lf	1,329	\$14.27	\$18,964.83	\$19.80	\$26,314.20	\$18.00	\$23,922.00
6	Gate Valve & Box - 8" Dia., In Place/complete	ea.	23	\$1,236.57	\$28,441.11	\$1,300.00	\$29,900.00	\$2,000.00	\$46,000.00
7	Gate Valve & Box - 6" Dia., In Place/complete	ea.	20	\$862.51	\$17,250.20	\$1,000.00	\$20,000.00	\$1,500.00	\$30,000.00
8	Gate Valve & Box - 2" Dia., In Place/complete	ea.	2	\$707.76	\$1,415.52	\$800.00	\$1,600.00	\$1,000.00	\$2,000.00
9	Remove/Replace Existing Fire Hydrant Assembly, In Place/complete	ea.	8	\$5,271.65	\$42,173.20	\$4,000.00	\$32,000.00	\$5,000.00	\$40,000.00
10	2" - Water Meter Reconnection, in-place/complete	ea.	1	\$829.98	\$829.98	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
11	3/4" - Service Reconnection, In Place/complete	ea.	90	\$618.58	\$55,672.20	\$310.00	\$27,900.00	\$750.00	\$67,500.00
12	Air Release Valve & Assembly in Place/complete	ea.	2	\$2,598.49	\$5,196.98	\$2,000.00	\$4,000.00	\$2,500.00	\$5,000.00
13	Waterline Abandonment, In Place/complete	ea.	7	\$630.18	\$4,411.26	\$500.00	\$3,500.00	\$2,000.00	\$14,000.00
14	Tie to Existing Waterline 12" x 8" (Wet-Tap) , In Place/complete	ea.	3	\$3,619.75	\$10,859.25	\$5,000.00	\$15,000.00	\$6,000.00	\$18,000.00
15	Tie to Existing Waterline 8" x 4" , In Place/complete	ea.	1	\$2,529.30	\$2,529.30	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00
16	Tie to Existing Waterline 8" x 8", In Place/complete	ea.	2	\$3,521.51	\$7,043.02	\$3,500.00	\$7,000.00	\$4,000.00	\$8,000.00
17	Tie to Existing Waterline 8" x 6", In Place/complete	ea.	2	\$2,564.12	\$5,128.24	\$3,500.00	\$7,000.00	\$3,500.00	\$7,000.00
18	Tie to Existing Waterline 8" x 2", In Place/complete	ea.	3	\$1,570.69	\$4,712.07	\$2,500.00	\$7,500.00	\$3,000.00	\$9,000.00
19	Tie to Existing Waterline 6" x 6" , In Place/complete	ea.	2	\$2,901.41	\$5,802.82	\$2,800.00	\$5,600.00	\$3,000.00	\$6,000.00
20	Tie to Existing Waterline 6" x 4" , In Place/complete	ea.	1	\$2,513.26	\$2,513.26	\$2,400.00	\$2,400.00	\$3,000.00	\$3,000.00
21	SM12.5 Asphalt Repaving (2.0 in.), In Place/complete	sy	5,181	\$13.87	\$71,860.47	\$17.00	\$88,077.00	\$25.00	\$129,525.00
22	BM-25 Asphalt Repaving (4.0 in.), In Place/complete	sy	3,400	\$36.47	\$123,998.00	\$30.00	\$102,000.00	\$35.00	\$119,000.00
23	Re-seeding	LS	1	\$18,000.00	\$18,000.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00
24	Erosion & Sediment Control	LS	1	\$3,840.00	\$3,840.00	\$1,000.00	\$1,000.00	\$25,000.00	\$25,000.00
25	Mobilization (Maximum 5.00%)	LS	1	\$18,485.98	\$18,485.98	\$32,000.00	\$32,000.00	\$50,000.00	\$50,000.00
Total Construction Cost:					\$735,944.95		\$744,656.20		\$1,090,057.00

7-E

134689

11-05-2014

Thomas Construction Company, Inc.
SRTS Sidewalk/AML Highwall Project
Construction Pay Application No. 8
DMME Funded Portion

\$181,095.84

4-001-096000-0113

V-8717

CITY OF NORTON
GENERAL OPERATING FUND
NORTON, VA 24273

THE FIRST BANK & TRUST
NORTON, VA

134689

68 446 514
10

One Hundred Eighty-One Thousand Ninety-Five Dollars and Eighty-Four Cents

PAY TO THE ORDER OF:

DATE

AMOUNT

Thomas Construction Company, Inc.
P O Box 4806 CRS
Johnson City, TN. 37602-4806

11-05-2014

\$181,095.84

[Handwritten Signature]

AUTHORIZED SIGNATURE

⑈ 134689 ⑈ ⑆ 051404464 ⑆ 100002346 ⑈

Details on Back.
Security Features Included

11-17-2014

Norton Industrial Development Authority
November 2014 Draw Request

\$122,004.25

4-001-081000-5604

V-496

134703

CITY OF NORTON
GENERAL OPERATING FUND
NORTON, VA 24273

THE FIRST BANK & TRUST
NORTON, VA

68-446/514
10

One Hundred Twenty-Two Thousand Four Dollars and Twenty-Five Cents

PAY TO THE ORDER OF:

DATE

AMOUNT

11-17-2014

\$122,004.25

Norton Industrial Development Authority

[Handwritten Signature]

AUTHORIZED SIGNATURE

⑈ 134703 ⑈ ⑆ 051404464 ⑆ 100002346 ⑈

Security Features Included