



CUMBERLAND COUNTY BOARD OF SUPERVISORS

**Regular Monthly Meeting
Cumberland County Circuit Courtroom A
Cumberland, VA**

**November 18, 2014
Regular Meeting – 7:00 p.m.**

1. **Call to Order**
2. **Welcome and Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Agenda** **Motion**
5. **Public Comments (Part one)**
6. **Public Hearings**
 - a. CA 14-07 Poultry Housing (pg. 1-2) **Motion**
 - b. CA 14-06 Home Occupations (pg. 3-10) **Motion**
7. **State and Local Departments/Agencies/Community Service Providers**
 - a. Dr. Amy Griffin, Superintendent of Cumberland County Public Schools **Information**
 - b. VDOT **Information**
8. **County Attorney/County Administrator Report**
 - a. Consent agenda **Motion**
 - i. Approval of bills
 - ii. Approval of Minutes (10/14/14)
 - b. South Central Workforce Investment Act Consortium Agreement-set public hearing for December 9, 2014 (pg. 11-23) **Motion**
 - c. Holiday schedule **Motion**
 - d. Award bid for Financial Server Replacement (pg. 24-54) **Motion**
9. **Finance Director's Report**
 - a. Monthly Budget Report (pg. 55-64) **Motion**
 - b. Revenue Appropriations (pg. 65-69) **Motion**
10. **Planning Director's Report**
 - a. Planning Project updates (pg. 70-71) **Information**
11. **Old Business**

- 12. New Business**
- 13. Public Comments (Part two)**
- 14. Board Members Comments**
- 15. Additional Information – (pg. 72-81)**
 - a. Treasurer's Report
 - b. DMV Report
 - c. Recycling Report
 - d. Building Inspections Report
 - e. Treasurer's quarterly report
- 16. Adjourn – Regular Meeting – December 9, 2014**



MEMO

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

From: Sara Carter, Planning Director

Date: November 10, 2014

Re: **Code Amendment 14-07
Amendment to the A-2 District and Article XXIII of Chapter 74 of
the County Code to allow Poultry Processing in an A-2 district**

Recommendation

The Planning Commission recommends adoption of the attached amendments to the Cumberland County Code to allow poultry processing as a by-right use in the A-2 district.

Analysis

At the Board of Supervisor's request, the Planning Commission reviewed the existing County Code to determine if adding poultry processing to the list of permitted uses in the A-2 district was feasible. The Commission recommends a set of amendments to the Board that add poultry processing as a by-right use to A-2, and addresses adjacent impacts through section XXIII, which currently regulates poultry houses. The following is a summary of the Planning Commission's recommendation for the addition of the use:

- A 300 foot setback from all property lines. Where there are adjacent existing dwellings, no structures or parking are allowed within the setback. Additionally, when adjacent to an existing residence, the 100 feet closest to the dwelling is required to include a heavily vegetated buffer.
- Direct access to Routes 13, 45, or 60 is required.

- Certification of public water and wastewater availability or provision for water and wastewater that does not create significant impacts to adjacent properties.
- Adherence to standards included from the industrial standards of Section 74-549 (a), which include, but not limited to: noise, lighting, air pollution, water pollution, smoke and particulate emissions, and odor.
- A requirement for the submission of a site plan.

The Planning Commission held a public hearing on this amendment on October 20, 2014. Two citizens spoke regarding the proposal, one in favor and one with a question. The Planning Commission held an additional workshop on the proposal, making changes to address additional areas of concern. The Commission recommends these amendments to the Board unanimously.

Attachment: Proposed Ordinance changes and Section 74-549 (a)



MEMO

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

From: Sara Carter, Planning Director

Date: November 10, 2014

Re: **Code Amendment 14-06**
Amendments to Home Occupation Ordinances

Recommendation

The Planning Commission recommends adoption of the attached amendments to the Cumberland County Code to clarify the definition of Home Occupation in the County Code.

Analysis

The current County Code contains two definitions that address businesses in the home: "home based service business" and "home occupation." The differences are confusing, and difficult to administer. The Planning Commission directed staff to consolidate the definitions into one, and address the primary issues that adjacent owners may have, namely: noise, odor and visual impacts. The Planning Commission held their public hearing on the changes on October 20, 2014, and recommends this to the Board of Supervisors unanimously.

Attachment: Proposed Ordinance changes

Home Occupations:

From 74-2 Definitions:

~~Home-based service business means a small commercial or professional use which in no way detracts from adjacent agricultural or residential uses, which is located on the same property as the owner's primary dwelling, and which may be located within the home or in separate buildings. In no instance shall the separate buildings in aggregate be larger than 2,500 square feet in gross floor area of use or, if located within the owner's home, no more than 50 percent of the occupied living space of such dwelling shall be used for the business.~~

~~Home occupation means an occupation carried on by the occupant of a dwelling as a secondary use in connection with which there is no display, no noise, no odor, no change from the residential or agricultural character of the home, and no one is employed in the home other than the members of the family residing on the premises, such as the rental of rooms to tourists, the preparation of food products for sale, and similar activities; professional offices such as medical, dental, legal, engineering and architectural conducted within a dwelling by the occupant. Traffic impacts to adjacent residences should be consistent with adjacent uses and zoning.~~

- **Sec. 74-132. - Permitted uses and structures.**

Permitted uses and structures in the A-2 district are as follows:

- (1) Minor subdivisions, conventional;
- (2) Major subdivisions, cluster;
- (3) Single-family detached dwellings;
- (4) Two-family dwellings;
- (5) Manufactured homes
- (6) Accessory uses and structures.
- (7) Agriculture, general farming and forestry.
- (8) Boarding, rooming or lodging houses and bed and breakfast inns.
- (9) Boat landings and piers.
- (10) Cabinet-making, furniture and upholstery shops (home-based).
- (11) Childcare (home-based).
- (12) Farm-based equipment sales/service.
- (13) Foster care and adult family care (home-based).
- (14) Garden shops, greenhouses, nurseries.
- ~~(15) Home-based service business.~~
- (16) Home occupations (Refer to section 74-2).
- (17) Hunting lodges and clubs and boat clubs.
- (18) Kennels, private.
- (19) Off-street parking for permitted uses.
- ~~(20)~~ Preserves and conservation areas.
- (21) Riding schools, horse breeding establishments, riding stables.
- (22) Sawmills (portable).
- (23) Special events.
- (24) Wayside stands (temporary, seasonable or sale of on-site farm products).

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- (16) Home occupations (Refer to section 74-2).
- (17) Hunting lodges and clubs and boat clubs.
- (18) Kennels, private.
- (19) Off-street parking for permitted uses.
- (20) Poultry processing facilities (Refer to article 74-XXIII)
- (201) Preserves and conservation areas.
- (212) Riding schools, horse breeding establishments, riding stables.
- (223) Sawmills (portable).
- (234) Special events.
- (245) Wayside stands (temporary, seasonable or sale of on-site farm products).

Article XXIII – Poultry Facilities

Sec. 74-991. Intent.

It is the intent of this article to provide for the continued security of the county's agricultural sector by encouraging the orderly and responsible growth of its poultry industry.

Sec. 74-992. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Existing dwelling means either:

- (1) A structure designed for residential use, which is occupied on the date a completed application for a poultry facility permit is received by the office of the zoning administrator; or
- (2) A structure, designed for residential use, which is not occupied on the date a completed application is received, but which has been issued a certificate of occupancy or which has been occupied for any period of time within the five years immediately preceding the date on which a completed application for a poultry facility permit is received by the office of the zoning administrator.

Existing natural buffer means any hills or trees in any combination which completely blocks the view of a poultry house or processing facility from public roads and any existing dwellings located on properties adjoining a poultry house or processing facility.

Grower or owner means the owner of the poultry house or processing facility or of the land on which the facility is located.

Poultry facility house means a structure, the purpose of which is to house and shelter poultry, together with poultry house and accessory uses or structures, including but not limited to facilities utilized for disposal of dead birds by a procedure approved by the appropriate state regulatory agencies, veterinary office of the state department of agriculture and consumer services, division of animal health, and dry waste disposal facilities.

Poultry processing facility means any facility for the processing of chickens for meat, including but not limited to facilities utilized for slaughter, meat packing and disposal of dead birds by a procedure approved by the appropriate state regulatory agencies.

Sec. 74-993. Setbacks from existing dwellings.

Each poultry facility house shall be set back from all existing dwellings not owned by the grower a distance of 300 feet. In addition, one of the following buffers shall be required for all poultry facilities houses placed into operation after October 5, 1992:

- (1) An existing natural buffer between the existing dwelling and the new poultry facility-house; or
- (2) A buffer consisting of three staggered rows of native evergreens between the existing dwelling and the poultry facility house.

Each poultry processing facility shall be set back from all properties with existing dwellings not owned by the processor a distance of 300 feet. Within this setback, no structures or parking lots are allowed. Additionally, within this setback, a vegetative buffer of 100 feet is

required. The buffer may be comprised of an existing, well established natural area with extensive tree cover, or may consist of five staggered rows of planted evergreens, with a minimum of one evergreen per 30 lineal feet in each row. The buffer shall be provided in the 100 feet of the setback closest to the adjacent residence.

Sec. 74-994. Setbacks from property lines and public roads.

- (a) The setback for poultry ~~facilities~~ houses from property lines shall be at least 150 feet.
- (b) The setback for poultry ~~facilities~~ houses from the ditch line of public roadways shall be as follows:
 - (1) At least 150 feet from Route 60, Route 45 and Route 13
 - (2) At least 100 feet from all other public roadways.
- (c) The setback for poultry processing facilities from property lines shall be 300 feet.

Sec. 74-995. Other setbacks.

All poultry houses shall be set back at least 1,000 feet from incorporated towns, residentially zoned districts as provided in articles VI, VII, VIII, and X of this chapter, public schools, county, town and community recreation areas, public wells, springs and water intakes.

Sec. 74-996. Location requirements

All poultry processing facilities shall be located with direct access to Route 13, 45, or 60. Prior to the issuance of any building permit, an entrance permit will be required from the Virginia Department of Transportation (VDOT).

Sec. 74-997 Poultry development plans.

(a) In the A-2 district, a grower or a potential grower or processing facility shall file with the zoning administrator a development plan which indicates the number, size and location of all structures ~~poultry facilities~~ planned for the subject parcel. When a poultry development plan has been filed with and approved by the zoning administrator and during the period in which it remains in effect, the planned ~~poultry~~ facilities shall meet setbacks only from those dwellings existing at the time the poultry development plan is approved.

(b) The poultry development plan shall be based on the requirements of this article and shall be accompanied by a plan of development verifying the accuracy of the distances shown in the poultry development plan.

(c) The poultry development plan shall remain in force only so long as the poultry facilities proposed are constructed in accordance with the poultry development plan and are placed in service in a timely manner.

(d) For poultry houses, At least one poultry house facility indicated in the poultry development plan must be placed into service within 24 months of the date on which the poultry development plan is approved by the zoning administrator unless at least one such poultry facility is already in service on the subject parcel at the time the poultry development plan is filed. Zoning approval for any subsequent poultry facility indicated in the poultry development plan may only be obtained if no more than five years have passed since the date on which either:

- (1) A poultry development plan was approved for a parcel with at least one poultry facility already in service at the time of approval; or
- (2) Zoning approval was obtained for a poultry facility which has been placed into service under the approved poultry development plan for the subject parcel.

(e) The grower or owner shall notify the zoning administrator, in writing, within 30 days of the placement into service of any poultry facility structure indicated in his poultry development plan.

(f) If a grower or owner fails to build a poultry house or processing facility indicated in the poultry development plan within 24 months of obtaining approval for the poultry facility or fails to obtain zoning approval for any of the poultry facilities indicated in his poultry development plan within the prescribed five-year period, the zoning administrator shall revoke the poultry development plan, and all future development of poultry facilities on the subject parcel shall strictly conform to the requirements of this article.

(g) For any poultry processing facility, the applicant must provide an engineer's certification that the provision of adequate and necessary water supply and waste disposal for the site can be accomplished without significant negative effects on adjacent properties.

(h) For any poultry processing facility seeking to use county wastewater facilities, the developer or owner must obtain all necessary permissions to use the wastewater facilities. If the developer is not able to obtain all necessary permissions, all waste must be treated on-site in strict accordance with all federal, state and local laws, regulations and ordinances.

(i) All poultry processing facilities are subject to the standards enumerated in Section 74-549 (a).

Sec. 74-9978. Nutrient management plan. ✓

(a) After October 5, 1992, no poultry facility permit shall be issued until a nutrient management plan for the proposed poultry facility has been approved or is pending

approval by the Peter Francisco Soil and Water Conservation District and is on file with the zoning administrator.

(b) The nutrient management plan shall provide for the lawful disposal or use of 100 percent of the poultry waste produced by each poultry facility.

(c) The nutrient management plan shall also provide for a site, with or without a permanent structure, for the storage of poultry wastes.

(d) The nutrient management plan shall be revised every five years or more frequently if deemed necessary by the county. All revised nutrient management plans shall be reviewed and approved or disapproved by the Peter Francisco Soil and Water Conservation District.

Sec. 74-9989. Prior permits valid.

The provisions of this article notwithstanding, a poultry facility permit approved by the county prior to October 5, 1992, shall remain valid, as issued, on condition that all requirements set forth in the permit are met and construction is completed by October 5, 1994.

Secs. 74-999—74-1050. Reserved.

Sec. 74-1101. - Activities requiring site plans.

(a) In order to ensure that the requirements of this chapter have been met, a site plan shall be required to be submitted to the county for the following uses:

- (1) Any use in the business or industrial zoning districts.
- (2) Any nonresidential use in which automobile parking space is to be used by more than one establishment.
- (3) Any of the following residential uses not required to submit a subdivision design plan for approval:
 - a. Duplexes.
 - b. Multiplexes.
 - c. Townhouses or condominiums.
 - d. Apartments.
 - e. Other allowed multifamily residential uses.
- (4) Convalescent, nursing homes and retirement facilities.
- (5) Required landscaped buffers and landscaped screens.
- (6) Required recreational facilities.
- (7) Manufactured home parks.
- (8) Poultry processing facilities.
- (9) The use, change of use construction, of any improvement or facility that is to be reviewed by the planning commission to determine conformance with the comprehensive plan under Code of Virginia, § 15.2-2223.

(b) The zoning administrator shall require a site plan to be submitted with an application for a conditional use permit.

(c) No permit shall be issued for the construction of any building or improvement on the site of any of the above uses until the site plan is approved.

**SOUTH CENTRAL WORKFORCE INVESTMENT ACT
CONSORTIUM AGREEMENT**

This agreement is executed by the duly authorized elected officials from the Counties of Amelia, Brunswick, Buckingham, Charlotte, Cumberland, Halifax, Lunenburg, Mecklenburg, Nottoway and Prince Edward (the "Member Jurisdictions") and shall be effective on the latter of October 1, 2014, or on the day that the last Member Jurisdiction enters into this agreement.

WHEREAS, the Workforce Investment Act of 1998, codified at 29 U.S.C. § 2801 *et seq.*, (hereinafter the "Act"), provides federal funding to states for the delivery of workforce training and other services; and

WHEREAS, 29 U.S.C. § 2831 allows the Governor of the Commonwealth of Virginia to designate local workforce investment areas for the delivery of such services within the state; and

WHEREAS, the Act requires that the Governor consider and approve requests for Workforce Investment Act funds made by a combination of local government units; and

WHEREAS, the Member Jurisdictions wish to jointly perform the responsibilities prescribed under the Act; and

WHEREAS, Va. Code §15.2-1300 provides that local governments may enter into agreements for the joint or cooperative exercise of any power, privilege or authority which each is capable of exercising individually; and

WHEREAS, the Member Jurisdictions desire to form a joint entity under Va. Code §15.2-1300 to be designated as the South Central Workforce Investment Area Consortium (the "Consortium") and to be recognized as Virginia's Area VIII Local Workforce Investment Area; and

WHEREAS, each Member Jurisdiction by ordinance approved the establishment of the consortium as a joint entity empowered to exercise the responsibilities of the Chief Local Elected Official as set forth in this Agreement; and

WHEREAS, creation of the Consortium will permit the delivery and oversight of workforce services in a manner that will ensure accountability to local elected officials of the Member Jurisdictions.

NOW, THEREFORE, the parties do mutually covenant and agree as follows:

Article I – Entity

Section 1. **Formation of Consortium.** The Member Jurisdictions acting pursuant to authority granted to them under Va. Code §15.2-1300 hereby create the South Central Workforce Investment Area Consortium as an entity to exercise the powers set forth in this Agreement.

Section 2. **Consortium Membership.** The Member Jurisdictions of the Consortium shall be the Counties of Amelia, Brunswick, Buckingham, Charlotte, Cumberland, Halifax, Lunenburg, Mecklenburg, Nottoway and Prince Edward.

Section 3. **Consortium as Workforce Investment Area.** Subject to the approval of the Governor of Virginia, the ten Member Jurisdictions shall also comprise the boundaries of Virginia's Area VIII Local the Workforce Investment Area (the "Area") required by the Act pursuant to 29 U.S.C. § 2831(a)(1).

Article II – Consortium Board Membership

Section 1. **Consortium Board Membership.** The Member Jurisdictions shall establish a Consortium Board comprised of one Representative from each Member Jurisdiction (the "Representative"). The Consortium Board shall have in addition to the powers set forth herein all the powers, duties, and responsibilities of the Chief Local Elected Official as set forth in the Act.

Section 2. **Representative of Member Jurisdictions and Term.** The Representative to the Consortium Board shall be a member of the governing body of the Member Jurisdiction. A Member Jurisdiction may appoint the chief administrative officer to serve as an Alternate for the member of the governing body. Such Alternate shall only serve when the member of the governing body cannot attend a meeting. When the Alternate so serves, the Alternate shall have the same powers and responsibilities as those possessed by the member of the governing body including the right to vote on all matters and shall be counted when determining a quorum. No person shall serve as a Representative if such person is no longer a member of the governing body or its chief administrative officer. Each Member Jurisdiction shall determine the length of term for its Representative and be responsible for filling the vacancy of its Representative who is no longer qualified to serve.

Section 3. **Policy Making Authority.** Every Consortium Board Member shall have the authority to speak affirmatively for the Member Jurisdiction and, in conformity with this Agreement, to commit the Consortium to a course of action.

Section 4. **Removal of Representative.** Under the bylaws and governing rules of the Member Jurisdiction, the Member Jurisdiction may remove its Representative from office.

Article III – Consortium Powers (Chief Local Elected Official)

Section 1. **Powers under the Act.** The Consortium Board shall engage in all activities necessary and proper for the execution of its responsibilities that are assigned or reserved by law to the Chief Local Elected Official, including:

A. Collectively perform the functions of the chief local elected officials of the Member Jurisdictions as permitted in 29 U.S.C. § 2832 (c)(1)(B). For purposes of the Act, the Member Jurisdictions shall act through the Consortium Board.

B. Apply to the Governor of Virginia for Area designation.

C. Appoint the members of the Local Workforce Investment Area Board as provided in Article VI of this Agreement.

D. Execute an agreement with the Local Workforce Investment Area Board for the operation and functions of the Local Workforce Investment Area Board set out in 29 U.S.C. §2832.

E. Continually establish the vision and priorities of the Consortium in conjunction with the Local Workforce Investment Area Board.

F. Develop the region's strategic plan as the Local Plan under the Act in partnership with the Local Workforce Investment Area Board. The plan shall be submitted to the Virginia Workforce Council (hereinafter, the "Workforce Council") in the manner prescribed by the Workforce Council.

G. Provide input into and approve the budget of the Local Workforce Investment Area Board and provide continuing fiscal oversight of all funds received and expended.

H. Work with the Local Workforce Investment Area Board and Governor of Virginia to establish local performance measures.

I. Approve the Local Workforce Investment Board's selection and designation of one-stop operator(s), its evaluation of the performance of one-stop operator(s), and its termination of their eligibility for cause as provided in 29 U.S.C. §2841(d)(2).

J. From among the Member Jurisdictions, identify annually the local government to serve as Grant Recipient of all funds received under the Workforce Investment Act.

Section 2. General Powers. The Consortium Board shall engage in all things necessary or convenient to carry out the business and affairs of the entity, including, without limitation, the authority to:

A. To sue, be sued, complain and defend in its name.

B. To adopt and amend bylaws, not inconsistent with this Agreement or with the laws of the Commonwealth, for managing the business and regulating the affairs of the Consortium.

C. To purchase, receive, lease, or otherwise acquire, and own, hold, improve, use and otherwise deal with in its own name, real or personal property, or any legal or equitable interest in property, wherever located.

D. To sell, convey, mortgage, pledge, lease, exchange, and otherwise dispose of all or any part of its property.

E. To make contracts, borrow, and secure any of its obligations by mortgage or pledge of any of its property, franchises, or income; provided that no such liability or obligation to be paid beyond the current fiscal year shall be binding on any Member Jurisdiction without the

specific approval of such Member Jurisdiction's governing body, and any such contract, liability or obligation undertaken that contemplates payment from funds received from any Member Jurisdiction(s) shall contain language expressly making it subject to annual appropriation of the required amount by each affected governing body.

F. To elect officers and define their duties.

G. To hire, discharge, establish the terms and conditions of employment, and pay salaries and benefits to employees who provide staffing services to the Consortium Board, the Local Workforce Investment Area Board, and Youth Council. Such benefits may include retirement and deferred compensation plans, health and life insurance, and other leave and pay benefits as the Consortium Board determines are consistent with the practices within the Member Jurisdictions. The Executive Director shall report directly to the Consortium Board.

H. To pay compensation, or to pay additional compensation, to any or all employees on account of services previously rendered to the Consortium, whether or not an agreement to pay such compensation was made before such services were rendered.

I. To obtain indemnity insurance for the Consortium, its Board, the Local Workforce Investment Area Board, and the Youth Council and any of its officers or employees for any cause of action or claim asserted against them for acts engaged in their official capacity.

J. To employ legal counsel, accountants, and other advisors as the Consortium Board deems necessary as may be permitted under the Act.

K. To have and exercise all powers necessary or convenient to effect any or all of the purposes for which the corporation is organized.

Section 3. **Consortium Board's Oversight and Control.** The Consortium Board shall perform the following functions:

A. Oversee the local workforce investment services in the Consortium Area.

B. Oversee the youth and other programs and fund sources which may from time to time fall under the purview of the Local Workforce Investment Area Board.

C. Consult on appointments to the Local Workforce Investment Area Board's Youth Council.

D. Assist in the development of the Local Plan and Plan modification review and approval for the Act's programs and other programs for which the Local Workforce Investment Area Board is given responsibility.

E. Adopt a budget for the Workforce Investment Area including the operating budget developed by the Local Workforce Investment Area Board.

F. To the extent feasible, align all investments in workforce development in the Area under the policy umbrella of the Consortium Board.

G. When applicable, ensure that the workforce development policies of the Local Workforce Investment Area Board become integrated into county overall policies for economic development, education and workforce investment.

H. Any and all powers necessary and proper to carry out the Consortium's oversight and financial control of the Act's funds and programs.

Article IV – Governance

Section 1. Consortium Board Meetings and Officers. The Consortium Board shall meet as determined by its members. The Consortium Board shall elect from its membership a chairperson, a vice-chairperson and other officers as provided in the bylaws to serve for a term of one year or until a successor is elected and qualified. The Consortium Board shall fill any vacancies in officer positions by election for the remainder of the unexpired term. The chairperson shall appoint a board clerk. Election shall be by a majority of the members of the Consortium Board.

Section 2. Consortium Board ByLaws. The Consortium Board may adopt operational and procedural bylaws consistent with this Agreement, applicable federal and state laws, and rules and regulations pursuant thereto. Such bylaws shall be adopted or amended by a majority of the members of the Consortium Board.

Section 3. Procedural Rules. Roberts Rules of Order (revised) or other procedural rules shall govern the proceedings of the Consortium Board insofar as they do not conflict with applicable law or or the bylaws duly adopted by the Consortium Board.

Section 4. Quorum. A simple majority of the Representatives of the Member Jurisdictions (six jurisdictions out of ten) shall constitute a quorum.

Section 5. Voting. Except as provided below or required by state or federal law, all votes shall be approved by a simple majority vote. An affirmative vote of at least six (6) Representatives is required to approve the following actions:

A. Issuance of long-term debt obligations (i.e., obligations with maturities exceeding one (1) year, such as lease purchase and borrowings).

B. Sale, conveyance, mortgage, pledge, lease, exchanges and otherwise disposing of all or any part of its real property.

C. Grants or other contractual obligations which require local matching funding from the Member Jurisdictions subject to the appropriation of matching funds by each Member Jurisdiction.

D. Hiring and discharging the Executive Director.

E. Designation of a Fiscal Agent.

Section 6. **Minutes.** Written minutes shall be kept on all meetings. Such minutes shall state the substance of the matters considered and all votes taken.

Article V – Operational Provisions

Section 1. Allocation of Funds.

A. Funds allocated under the Act shall be expended for the mutual benefit of the residents of the Member Jurisdictions without regard to place of residence or as required by applicable law, regulation or in the approved Local Plan.

B. The chief administrative officers or their designees may execute an Operational Agreement to specify the use of general funds that each Member Jurisdiction may provide for services and administration under the Act.

Section 2. **Designation of Fiscal Agent.** The Consortium Board shall select a local government to be the fiscal agent for all funds awarded by the federal government, the Commonwealth of Virginia, the local jurisdictions, or other funding sources for workforce development activities, including Title I funds provided by the Act. The Grant Recipient and the Fiscal Agent can be the same member jurisdiction.

Section 3. **Responsibility for Funds.** The Member Jurisdictions collectively and individually shall be financially responsible for the expenditure of funds.

Section 4. **Allocation of Financial Responsibility.** Disallowed costs shall be allocated to the Member Jurisdiction(s) on a pro-rata share for the services provided in their jurisdiction(s) in the prior fiscal year under the program(s) for which such costs were disallowed.

Section 5. **Return of Local Funds.** If Member Jurisdictions contribute funds, assets or resources to the programs of the Consortium other than funds obtained under the Act, each shall be entitled to the return of the pro rata portion of any remaining funds, assets and resources under the control of the Consortium Board in the event of the termination or expiration of this Agreement.

Section 6. Liability Insurance.

A. The Consortium Board shall provide from eligible funds liability insurance policies for itself and its affiliate entities, the Local Workforce Investment Area Board and the Youth Council and their representatives and their officers, members, employees, volunteers, and Member Jurisdictions (“the covered persons”) as it deems appropriate and shall provide legal defense of claims in accordance with the terms of the policies of insurance.

B. The liability insurance should be in such amounts as are sufficient to cover any and all claims resulting from the performance of the official duties and responsibilities of the covered person. The Consortium Board, or its authorized representatives, shall retain legal counsel to represent the covered persons to the extent deemed necessary to supplement legal counsel provided under said liability insurance policies.

C. Nothing contained in this Agreement shall be construed to abrogate or waive any defense of governmental or sovereign immunity on behalf of the Representatives, Alternates, covered persons, boards or entities.

Article VI – Local Workforce Investment Area Board

Section 1. Membership.

A. The Consortium Board shall appoint the members of the Local Workforce Investment Area Board in accordance with the criteria in 29 U.S.C. § 2832(b). The Consortium Board shall make every effort to appoint creative and visionary individuals to the Local Workforce Investment Area Board. Each Member Jurisdiction shall recommend nominees to the Consortium Board. The Consortium Board shall coordinate with and consult with the Member Jurisdictions when necessary to ensure appropriate representation of the Member Jurisdictions, the regional labor market, the adult education providers, economic development leaders and the mandatory partner programs prescribed by the Act.

B. In making appointments, the Consortium Board shall ensure that resources and programs, although regional in nature, will address the critical workforce needs, present and future, of each Member Jurisdiction.

Section 2. Membership Composition

A. The or more Local Workforce Investment Area Board shall comprise of at least:

1. Two representatives from each Member Jurisdiction who are owners of a private business or chief executive officers of private businesses, or other business executives. Business representatives shall at all times comprise at least 51% of the Local Workforce Investment Area Board's membership.

2. Two representatives of local educational entities, including representatives of local educational agencies, local school boards, entities providing adult education and literacy activities, and postsecondary educational institutions (including representatives of community colleges), selected from among individuals nominated by regional or local educational agencies, institutions, or organizations representing such local educational agencies.

3. Two representatives of labor organizations, nominated by local labor federations, or other representatives of employees in instances where no employees are represented by labor organizations.

4. Two representatives of community based organizations, including organizations representing individuals with disabilities and veterans.

5. Two representatives of economic development agencies, including private sector economic development entities.

6. One representative of each of the one-stop partners.

7. Other individuals or representatives of entities as the Consortium Board may determine to be appropriate to develop a comprehensive workforce policy within the region.

8. A member of the Consortium Board will be a member of the Local Workforce Investment Board and a member of its Policy/Oversight Committee.

B. Every member appointed to the Local Workforce Investment Area Board must be a person with "optimum policymaking authority" within their respective organization or entity as this term is defined in the Act.

C. The Chair and Vice-Chair of the Local Workforce Investment Area Board shall be from among the representatives appointed under Subsection A(1) above.

D. The Executive Director shall notify the Consortium Board at the beginning of each fiscal year the members serving on the Local Workforce Investment Board.

Section 3. **Duties under the Act.** The Local Workforce Investment Area Board shall do the following:

A. Execute an agreement with the Consortium Board for the operation and functions of the Local Workforce Investment Area Board set out in the Act.

B. Establish the vision and priorities of the Consortium in conjunction with the Consortium Board.

C. Develop the Local Plan for the Consortium in partnership with the Consortium Board for submission to the Virginia Workforce Council.

D. Develop a budget to meet its functions and responsibilities under the Act to present to the Consortium Board for its approval.

E. Work with the Consortium Board and Governor of Virginia to reach agreement on local performance measures.

F. Select and designate one-stop operators as described in 29 U.S.C. § 2841(d)(2)(A) with the agreement of the Consortium Board.

G. Evaluate and oversee the performance and operations of the one-stop operators, including termination of the eligibility of such operators for cause, with the agreement of the Consortium Board.

H. On the recommendations of the Local Youth Council, competitively procure the services of youth service providers and recommend the awarding of contract(s) to the successful providers.

I. Direct the disbursement of funds for workforce investment activities pursuant to 29 U.S.C. § 2832(d)(3)(B)(III).

J. Identify and competitively procure the services of intensive service providers for adults and dislocated workers and other training providers and recommend the awarding of contract(s) to the successful providers.

K. As requested, assist the Governor of Virginia in developing a statewide employment statistics system.

L. Coordinate workforce investment activities with local economic development strategies and develop employer linkages.

M. Promote participation of private sector employers in the statewide workforce system.

N. Conduct business in an open manner and make its activities and information known to the public on a regular and continuous basis.

Section 4. **Collaboration.** In partnership with the Consortium Board, the Local Workforce Investment Area Board shall perform the following functions to fulfill the requirements of the Act:

A. Develop a five (5) year strategic plan that connects all investments in workforce development.

B. Conduct strategic oversight to the workforce delivery system.

C. Oversee the One Stop Delivery System.

D. Develop and enter into a Memorandum of Understanding (MOU) with workforce development system partners for the implementation and operation of the service delivery system in the local area.

E. Certify one-stop operators and affiliate sites.

F. Promote quality in customer services.

G. Provide continuous accountability and evaluation through customer satisfaction surveys and other performance outcomes.

H. "In partnership" is defined as keeping the Consortium Board informed of how these responsibilities are exercised.

Article VII – Youth Council

Section 1. **Local Youth Council Membership.** The Local Workforce Investment Area Board shall appoint the members of the Local Youth Council as described in 29 U.S.C. § 2832(h)(2) and notify the Consortium Board at the beginning of each fiscal year the members so serving. The Local Youth Council Members shall include:

- A. Members of the Local Workforce Investment Area Board with special interest or experience in youth policy.
- B. Representatives of youth service agencies, including juvenile justice and local law enforcement agencies.
- C. Representatives of local public housing authorities.
- D. Parents of eligible youth seeking assistance under the Act.
- E. Individuals, including former participants, and representatives of organizations, that have experience relating to youth activities.
- F. Representatives of Job Corps, as appropriate.
- G. Other individuals as the Local Workforce Investment Area Board and the Consortium Board determine to be appropriate.

Section 2. **Duties of the Local Youth Council.** The Local Youth Council shall perform the duties and responsibilities described in 29 U.S.C. § 2832(H)(4) which shall be included in the by laws of the Local Workforce Investment Area Board.

Article VIII – Conflict of Interest

Section 1. **Certain Votes Prohibited.** No individual member of the Consortium Board, the Local Workforce Investment Area Board or the Youth Council may:

- A. Vote on a matter under consideration by the respective Board
 - 1. Regarding the provision of services by such member (or by an entity that such member represents); or
 - 2. That would provide direct financial benefit to such member or the immediate family of such member.
- B. Engage in any other activity determined by the Governor to constitute a conflict of interest as specified in the State plan.

Section 2. **Virginia Conflict of Interest Act.** The provisions of the Virginia Conflict of Interest Act, Virginia Code § 2.2-3100 *et seq.* shall apply to the officers, members and employees of the Consortium, the Local Workforce Investment Area Board and the Youth Council.

Article IX – Withdrawal and Removal of Member Jurisdiction

Section 1. **Without Long Term Indebtedness.**

A. Subject to the limits in this Section 1 any Member Jurisdiction may withdraw from participation in this Agreement, provided that it has given notice of its intent to withdraw at least 120 days in advance of the effective withdrawal date. Notice of the intent to withdraw shall be given in writing and delivered to all Member Jurisdictions.

B. Once notice of the notice of withdrawal is received, each Member Jurisdiction shall provide the public with notice that the Joint Powers Agreement will be amended to reflect the removal of the Member Jurisdiction from the Joint Powers Agreement. The vote of each Member Jurisdiction may be done by resolution recorded in the Minutes of the governing body.

C. Prior to any vote on the withdrawal of a Member Jurisdiction, the Member Jurisdiction so withdrawing must provide by written agreement how its share of the financial obligations (including the annual appropriation of funds) of the Consortium for the current fiscal year will be met; such agreement shall be signed by the Chair of the Consortium and the County Administrator or Board Chair of the withdrawing jurisdiction.

D. An affirmative vote of the majority of the Member Jurisdictions is required.

Section 2. **Long Term Indebtedness.** If the Consortium has incurred any outstanding indebtedness that obligates the Member Jurisdictions to payments beyond the present fiscal year, in addition to the steps in Section 1 of this Article, the following steps must be taken before a Member Jurisdiction can withdraw:

A. A written agreement must be entered into to which each Member Jurisdiction is a party setting forth how the withdrawing Member Jurisdiction's share of all existing short and long term financial obligations will be met.

B. An affirmative vote of sixty percent (60%) of the Member Jurisdictions is required for the withdrawal of the Member Jurisdiction.

C. If there are any bonds that have been issued in the name of the Consortium, the consent of the bondholders shall be obtained.

Article X – Dissolution

Section 1. **Dissolution of Consortium.** This Agreement may be terminated and the Consortium dissolved upon the occurrence of any of the following events:

A. The Governor's re-designation of the Area that excludes any of the Member Jurisdictions, or includes any localities that are not Member Jurisdictions.

B. The cessation of funding under the Act and approval by ordinance of each Member Jurisdiction for the dissolution of the Consortium.

C. Approval by ordinance of each Member Jurisdiction of a Consortium Agreement which supersedes or rescinds this Agreement. If the new agreement alters the boundaries of the Area, it shall not become effective prior to approval by the Governor of Virginia.

Article XI – Miscellaneous

Section 1. **Effective Date of Agreement.** This agreement shall be effective upon approval by ordinance by the governing bodies of all of the Member Jurisdictions and execution by the chief elected officials thereof.

Section 2. **Amendments.** The Member Jurisdictions may amend this Agreement by ordinance upon approval of a written amendment by the governing body of each Member Jurisdiction and execution by the chief elected officials thereof.

Section 3. **Repeal of Prior Agreements.** This agreement shall repeal and supersede any and all prior written or oral agreements including, but not limited to, the Charter Chief Local Elected Officials-Workforce Investment Board Agreement dated November 12, 2004, and agreements under P.L. 102-367 (the Job Training Partnership Act) and P. L. 105-220 (the Workforce Investment Act). On the effective date of this Agreement, all the duties and responsibilities of any Board or Council operating under such prior agreements shall immediately and simultaneously cease operating and the responsibilities under the Act shall vest in the Consortium Board created in this Agreement.

Section 4. **Implementation of Agreement.** This Agreement shall be implemented to ensure that the Consortium Board, Local Workforce Investment Area Board and Local Youth Council are in place and the designation of one-stop operators is complete as soon as possible but no later than two months following the effective date.

Section 5. **Severability.** Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.

Section 6. **Amendments by Operation of Law.** References to all federal and state statutes and/or regulations shall include amendments thereto.

Section 7. **Duplicate Originals.** This Agreement may be entered into by each Member Jurisdiction as an original document. The signature on each Agreement shall bind the Member Organization.

(THE REMAINDER OF THIS PAGE IS BLANK)

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IN WITNESS WHEREOF, the Chief Elected Officials of the Member Jurisdictions execute this Agreement pursuant to an ordinance enacted by each of the Member Jurisdictions.

AMELIA COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

BRUNSWICK COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

BUCKINGHAM COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CHARLOTTE COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CUMBERLAND COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

HALIFAX COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

LUNENBURG COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

MECKLENBURG COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

NOTTOWAY COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

PRINCE EDWARD COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____



DATE: November 12, 2014
TO: Cumberland County Board of Supervisors
FROM: Vivian Seay Giles
RE: November Board Agenda Item – Contract Award – Financial Server Replacement and Related Software/Hardware

Recommendation

Replace the current financial server hardware (AS400) with CAS Severn's Alternative III – Power 8 with LaserVault UBD. In addition, fully utilize previously purchased Bright software modules and purchase check and billing software/hardware to maximize efficiency and productivity through automation. Total estimated cost: **\$87,161**.

Benefits

The County's current financial server is approximately twenty years in age, is end of life, and is nearing storage capacity. The County recently replaced other servers that have a significant amount of available capacity, but those servers may not be used to house the Bright software currently being utilized; Bright software will run only on an AS400. Therefore, in order to continue automated operations using current software, it is necessary at this time for the County to replace the financial server. IT Manager Shawn Howard has evaluated the proposals submitted by the sole bidder CAS Severn and recommends their Alternative III – Power 8 with LaserVault UBD for the following reasons:

- This alternative provides the latest version of the AS400 server and operating system, which will maximize the amount of time before the County would again have to replace the server in the future.
- This alternative provides the most efficient and reliable backup of data, replacing the current manual tape backup method with an automated solution.

The total cost for this alternative per the sole bid submitted in response to the advertised RFP is **\$59,881**.

Further, with the purchase of a new server, it is recommended that two additional steps be taken to allow County staff to fully utilize the capabilities of the County's financial software and to take advantage of automation capabilities needed due to staff reductions: (i) setup of previously

purchased Bright modules and associated training of County staff; and (ii) purchase of check and billing software/hardware for use in accounts payable, payroll, and utilities.

Utilization of additional Bright modules that were purchased in previous years has not been possible because of the age of the current AS400 server and its operating system. With a new server, County staff will be able to utilize those modules upon installation and setup and training of County staff. The anticipated cost for this step is **\$9,500**.

Reductions in staff have prompted efforts to identify ways of working more efficiently through automation. A software/hardware product is available that will enable accounts payable, payroll, and utilities billing to be processed much more quickly and efficiently. Currently, County staff must generate multiple paper copies of checks and invoices and must hand stuff envelopes. In addition, three-part checks are ordered in bulk quantities, with two hard copies being retained in County files. The identified software/hardware solution will enable County staff to produce only one paper check, with copies to be maintained electronically to be printed only on demand, and will eliminate the need for County staff to manually stuff envelopes. It is estimated that this automation will save approximately four days of work each month, thereby freeing staff to attend to other more pressing matters. The estimate for the least expensive version of this automated solution is **\$17,780**.

Cumberland County

Financial Server Migration and Replacement

Response to IFB # 10-10-14



October 31, 2014

**Submitted by:
Kathy Evans
Senior Account Executive**

**kevans@cassevern.com
1.800.252.4715**

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Restriction on Disclosure & Use of Data

“This proposal or quotation includes data that shall not be disclosed outside the Cumberland County VA and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to CAS Severn, Inc. as a result of or in connection with the submission of this data, Cumberland County, VA shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit Cumberland County’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets so marked throughout this document.”

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October 31, 2014

Cumberland County
1 Courthouse Circle
Accounting Department
Cumberland, VA 23040

ATTN: Tracie L. Wright

Re: Cumberland County Financial Server Migration and Replacement IFB # 10-10-14

Dear Ms. Wright:

CAS Severn has reviewed your current environment in detail as well as the specified criteria listed in the IFB and is recommending the following Production Server alternatives for your consideration. Both the proposed Power7+ and Power8 Systems will provide performance enhancements and server stability for your existing BAI applications; increasing the end user experience with faster response times from the system. Although the V7R2 operating system is available, BAI has not thoroughly tested and approved this operating system level at this time. Thus, V7R1 is configured on each system alternative and is compliant with both IBM and BAI.

Production System Summary Overview

Both Power7+ (7067CPW) and Power8 (9916CPW) systems have been configured and provide increased performance, growth and are long-term solutions. Additional users can be added in the future as required. The proposed alternatives include implementation and data migration services as requested and this response is a Fixed Price Bid. James Sparkman will be the overall Project Manager as well as the implementation engineer overseeing all aspects of the configuration, installation and migration to the new system.

Important Notes:

CAS Severn has added a Rack mount UPS designed to interface directly to the above system requirements per Cumberland County's request.

CAS Severn has added assistance to install, apply the printer driver and set up the printer session on the proposed printer.

IBM Power8 Voltage Specification's Change: 120v power supplies are now available. The proposed Power8 Systems have now been configured for 120v.

IBM Power7+ Technology Overview

The proposed Power7+ Rack mount System includes 7067CPW, 32GB Memory, (6) 139.5GB Disk Drives (Includes Hot RAID Spare), Internal LTO5 Tape Drive, 20 Concurrent Operating System Users, V7R1 Operating System, LAN Console Support, UPS (No Battery), Report Printer with Five-Year Warranty, Five-Year IBM and LaserVault Hardware and Software Maintenance and Support, VITA/DMV Connectivity Services, and CAS Severn Installation and Migration Services. Please review the detailed LaserVault UBD and LV descriptions below.

IBM Power8 Technology Overview

The proposed Power8 Rack mount System includes 9916CPW, 32GB Memory, (6) 139.5GB Disk Drives (includes Hot RAID Spare), external LTO5 Tape Drive, 20 Concurrent Operating System Users, V7R1 Operating System, LAN Console Support, UPS (No Battery), Report Printer with Five-Year Warranty, Five-Year IBM and LaserVault Hardware and Software Maintenance and Support, VITA/DMV Connectivity Services, and CAS Severn Installation and Migration Services. Please review the detailed LaserVault UBD and LV Backup descriptions below.

LaserVault Universal Backup Device (UBD) Description Summary

Compression ratios can be achieved up to 10:1 depending on the data. UBD is a backup appliance that attaches to the proposed IBM Power System® and appears as a tape device. UBD contains its own disk storage array and may also be used as a gateway device to store backups on your SAN, NAS or any deduplication appliance that supports CIFS connections. UBD eliminates the need for a tape backup unit configured on the system. The proposed Power7+ and Power8 Systems with the UBD option includes a fibre adapter and do not include a tape drive. Due to the nature of fiber, the appliance must be in close proximity to the system. UBD acts exactly like a true tape drive. It is capable of full saves and it can be used to IPL the system from a bare metal restore.

LaserVault Backup (LV Backup) Description Summary

LaserVault Backup (LV Backup) is a tapeless disk-to-disk (D2D) backup system for the proposed IBM Power Systems. Again, compression ratios can be achieved up to 10:1 depending on the data. LaserVault LV connectivity is through a network interface. It provides the capability to back up the proposed IBM Power System to disk using a simple TCP/IP connection. It stores each backup as a file on a local or network attached disk array that can be copied for offsite backup or restored to the Power System quickly.

LV Backup consists of a software library installed on the power System. The server also creates a backup catalog that contains an entry for each save and a list file that contains a list of the objects in each save. The result is very similar to a virtual tape library, without the expense of special hardware or the overhead of special software on the power System host. LV Backup does not use Save Files on the Power System. Required is a Windows-based backup server or in the hosting VM partition supplied by Cumberland County and the LaserVault software.

Transfer rates would be less than that of UBD and depends on the network speed. It cannot do full saves and is not capable of a bare metal restore of the OS. The proposed IBM Power Systems include an LTO5 Tape Drive to completely back up and restore the new system.



Both UBD and LV can work with external storage interfaces. In other words, the tape or save images can be FTP'd or transferred to these devices. The backup can be sent to a SAN through a batch process. If using a backup solution such as Backup Exec, it can be used to facilitate the movement of the images to external storage.

Alternative I – Proposed IBM Model Power7+ Server with LaserVault UBD Backup

The proposed Power7+ System is configured as described above with the following exceptions. The LTO5 Tape Drive has been removed and a Fibre Adapter has been added to the configuration. The LaserVault UBD solution is included with remote installation support services and Five-Year Maintenance and Support.

Alternative II – Proposed IBM Model Power7+ Server with LaserVault LV Backup

The proposed Power7+ System is configured as described above and includes the LaserVault LV Backup solution, remote installation support services and Five-Year LaserVault Maintenance and Support.

Alternative III – Proposed IBM Model Power8 Server with LaserVault UBD Backup

The proposed Power8 System is configured as described above with the following exceptions. The LTO5 Tape Drive has been removed and a Fibre Adapter has been added to the configuration. The LaserVault UBD solution is included with remote installation support services and Five-Year LaserVault Maintenance and Support.

Alternative IV – Proposed IBM Model Power8 Server with LaserVault LV Backup

The proposed Power8 System is configured as described above and includes the LaserVault LV Backup solution, remote installation support services and Five-Year LaserVault Maintenance and Support.

Thank you for your consideration of IBM, CAS Severn and LaserVault products and services. Please do not hesitate to call me with any questions that you have at 1.800.252.4725.

Regards:

Senior Account Executive
CAS Severn, Inc.
3900 Westerre Parkway
Suite 300
Richmond, Virginia 23233
1.800.252.4715
Cell: 301.873.9843

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1. IFB Cover Page

Invitation to Bid:

Title: Cumberland County Financial Server Migration and Replacement

Issue Date: October 10, 2014

Due Date: October 31, 2014 by 2:00pm (EST) By Mail: Cumberland County
Attn: Tracie L. Wright
P.O. Box 110
Cumberland, VA. 23040
In Person: 1 Courthouse Circle
Accounting Department
Cumberland, VA. 23040

Pre-bid Meeting: A pre-bid conference will not be held

Inquiries: Questions related to this project should be directed to Shawn Howard, Information Technology Director by phone at 804-492-5398 or by email at showard@cumberlandcounty.virginia.gov

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an bidder because of race, religion, color, sex, national origin, age, disability, family status or any other basis prohibited by state or federal law relating to discrimination in employment.

In compliance with this Invitation For Bid (IFB) and all conditions imposed in this IFB, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed bid or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.



Alternatives I and II – IBM Power7+ System Offerings

Alternative I – Power7+ with LaserVault UBD

BID TOTAL: \$ 51,848 USD PAYMENT TERMS: NET 30 ACKNOWLEDGE RECEIPT
OF ADDENDUM: #1 N/A - KKE #2 _____ #3 _____ #4 _____ (Please Initial)
SHIPPING TERMS: ALL PRICES QUOTED F.O.B CUMBERLAND COUNTY, VIRGINIA.

Alternative II – Power7+ with LaserVault LV Backup

BID TOTAL: \$ 46,046 USD PAYMENT TERMS: NET30
ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 N/A - KKE #2 _____ #3 _____ #4 _____ (Please Initial)
SHIPPING TERMS: ALL PRICES QUOTED F.O.B CUMBERLAND COUNTY, VIRGINIA.

Alternatives III and IV– IBM Power8 Offerings

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Alternative III – Power8 with LaserVault UBD

BID TOTAL: \$ 59,881 USD PAYMENT TERMS: NET 30 ACKNOWLEDGE RECEIPT
OF ADDENDUM: #1 N/A - KKE #2 #3 _____ #4 _____ (Please Initial)
SHIPPING TERMS: ALL PRICES QUOTED F.O.B CUMBERLAND COUNTY, VIRGINIA.

Alternative IV – Power8 with LaserVault LV Backup

BID TOTAL: \$ 56,620 USD PAYMENT TERMS: NET 30
ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 N/A - KKE #2 _____ #3 _____ #4 _____ (Please Initial)
SHIPPING TERMS: ALL PRICES QUOTED F.O.B CUMBERLAND COUNTY, VIRGINIA.

Name and Address of Company:
CAS Severn, Inc.
6201 Chevy Chase Drive
Laurel, MD 20707

Signature: *Kathleen Evans*
Name (Printed): Kathleen Evans
Title: Senior Account Executive
Phone Number: 1.800.252.4715
Fax Number: 301.776.3444
Email: kevans@cassevern.com

FEI/FIN# 58-1116968

2. Completed SCC Form

Attachment A

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information. The bidder:

is a corporation or other business entity with the following SCC identification number:

FO47688-9 -OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

NOTE:

Check here if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver).

3. Contractor's References

Caroline County

JP Montague, IT Manager

212 N. Main Street

P.O. Box 447

Bowling Green, VA 22427

804.633.1088

FAX: 804.633.4970

jpmontague@co.caroline.va.us

Years Served: 6

CAS Severn upgraded the existing server to a new Power7+, completed the installation and migration services and customized the system for DMV access through the BAI menu system.

County of York

Shari Crockett

Data Processing Manager

302 Dare Road

Yorktown VA 23692

757.890.3706

FAX: 757.890.3759

croquets@yorkcounty.gov

Years Served: 7

CAS Severn upgraded the existing server to a new Power7, completed the installation and migration services and customized the system for DMV access through the BAI menu system.

Culpeper County

Dianna Catron

IT Director

308 N. Main Street

Culpeper VA 22701

540.727.3416

FAX: 540.727.0389

dcatron@culpepercounty.gov

Years Served: 7

CAS Severn upgraded the existing server to a new Power6, completed the installation and migration services and retained DMV access through the BAI menu system



County of Powhatan

Mike Cannon
Information Technology Specialist
3834 Old Buckingham, Suite B
Powhatan VA 23139
804.598.5610
FAX: 804.598.5695
mcannon@powhatanva.gov
Years Served: 7

CAS Severn upgraded the existing server to a new Power7+, completed the installation and migration services and customized the system for DMV access through the BAI menu system.

Dinwiddie County Administration

Norman Cohen, IT Director
PO Drawer 70
14016 Boydton Plank Road
Dinwiddie VA 23841
804.469.4500 x132
FAX: 804.469.4503
ncohen@dinwiddieva.us
Years Served: 7

CAS Severn upgraded the existing server to a new Power5, completed the installation and migration services and retained DMV access through the BAI menu system. In addition, CAS Severn installed a DR system in a secondary location in the event of a disaster and assisted with the LaserVault UBD Backup installation.

King George County

Chris Dines
IT Director
10459 Courthouse Road
540.775.1657
FAX: 540.775.3098
King George VA 22485
cdines@co.kinggeorge.state.va.us
Years Served: 7

CAS Severn upgraded the existing server to a new Power7+, completed the installation and migration services and customized the system for DMV access through the BAI menu system.



County of Augusta
Jackie Zetwick
Director of Information Technology
PO Box 590
18 Government Center Lane
Verona VA 24482
540.245.5062
FAX: 540.245.5621
rvernier@co.augusta.va.us
Years Served: 6

CAS Severn upgraded the existing server to a new Power7+, completed the installation and migration services and customized the system for DMV access through the BAI menu system. In addition, CAS Severn installed the existing Power6 Server in a secondary location. This location serves as a Warm Backup in the event of a disaster.

Frederick County
Benny Tyson
ERP System I Manager
107 N. Kent St.
Winchester VA 22601-5039
540.722.8208
FAX: 540.667.0370
btyson@co.frederick.va.us
Years Served: 8

CAS Severn upgraded the existing server to a new Power7, completed the installation and migration services and customized the system for DMV access through the BAI menu system. In addition, CAS Severn installed their existing Power6 System in a secondary location and implemented an automated High Availability Software solution for automated failover in the event of a disaster.

Sussex County
Onnie Woodruff
Treasurer
15074 Courthouse Road
PO Box 1397
Sussex VA 23884
434.246.1087
FAX: 434.246.4503
owoodruff@treas.sussexcova.com
Years Served: 3

CAS Severn upgraded the existing server to a new Power6, completed the installation and migration services and retained DMV access through the BAI menu system.



New Kent County

Jonathan Stanger
Chief Technology Officer
804.966.9695
FAX: 804.966.9170
jstanger@co.newkent.state.va.us
Years Served: 8

CAS Severn upgraded the existing server to a new Power6, completed the installation and migration services and retained DMV access through the BAI menu system

Buckingham County

Jamie Shumaker
IT Director
13360 West James Anderson Hwy
PO Box 252
Buckingham VA 23921
434.969.5022
FAX: 434.969.1638
jshumaker@buckinghamcounty.virginia.gov
Years Served: 3

CAS Severn upgraded the existing server to a new Power7, completed the installation and migration services and customized the system for DMV access through the new system

Highland County

Roberta Lambert
County Administrator
PO Box 130
165 W. Main Street
Monterey VA 24465
540.468.2347
FAX: 540.965.1772
hcboard@htcnet.org
Years Served: 1

CAS Severn upgraded the existing server to a new Power7+, completed the installation and migration services and customized the system for DMV access through the new system.

4. Statement of Need and Detailed Services Description

Cumberland County is seeking a vendor to provide the following IT Deliverables:

- *IBM Power7+/Power8 System (Rack Mount)*
- *32GB Memory*
- *(6) 139.5GB Disk Drives with RAID*
- *LTO Tape Drive*
- *20 Concurrent Operating System Users*
- *V7R1 Operating System*
- *Five-Year IBM 24x7 Hardware and Software Maintenance and Support*
- *Report Printer with 5 Year Warranty*
- *Tapeless Backup solution with 5 Year Maintenance and Support that includes the following backup requirements to Dell AppAssure:*
 - *Full or Incremental DB2 databases*
 - *Document Library Objects*
 - *Native Objects*
 - *Spool File*
 - *System Data*
 - *Compression*
 - *Encryption*
- *Installation and Migration Services*
- *VITA Network Connectivity Services*
- *Must be familiar with BAI applications*

Important Notes:

CAS Severn has added a Rack mount UPS designed to interface directly to the above system requirements per Cumberland County's request.

CAS Severn has added assistance to install, apply the printer driver and set up the printer session on the proposed printer.

IBM Power8 Voltage Specification's Change: 120v power supplies are now available. The proposed Power8 Systems have now been configured for 120v.

Also, please provide a detailed services description on how you propose to achieve each installation line item requirement below. IBM Server Installation Services must be provided by the proposed vendor (Third Party Services Vendors will be considered).

Required Services	Detailed Services Description
Must prepare source system for the migration	CAS will document critical system settings, clean up IBM system files, remove extraneous BAI files from QGPL, attach and test LTO tape drive/adaptor, create a migration library, and upload a utility to save spool files on the source system.
Document existing system settings	CAS will document environment variables, system information, relational database information, DDM attributes, contact information, directory entries, SMTP entries, backup options, contents of QGPL, QUSRSYS message and output queues, subsystem descriptions, job schedule entries and audit settings (if used) on the source system.
Clean up system files	CAS will review and purge history records and files, joblogs, and performance logs to reduce data in preparation of data migration from the source system to the new system. This activity will result in a reduced migration time.
Clean up BAI files	CAS will review BAI save files and then remove all files that are not required on the source system. Retention of these files is not required and will improve system performance.
Setup system for data migration	The existing system does not have a compatible tape drive with the new system. CAS will install a temporary LTO tape drive and adaptor for the data migration. The existing system will then be set up for a complete Full Save 21 in preparation for the migration. CAS will be on site to start the tape backup and ensure that it is successful.
Create migration data repository	CAS will create a library for saved subsystems, job schedule entries, and system information on the source system.
Migrate system data	CAS will save the system and application data to either LTO compatible tape or fibre attached UBD. Either the tape or UBD fibre will be used for migrating the source system to the new system.
Unpack and inventory target system	CAS will unpack, inventory and verify that all components have been shipped and are on site. In addition, both the proposed printer and LaserVault components will also be unpacked and inventoried. These tasks will be completed prior to the beginning of the system installation.
Install system	CAS will have a final review with Cumberland IT staff to ensure that the rack, rack components and power are all available and ready for the installation. CAS will install the IBM rack mounted system into the client supplied rack and cable the system into the Cumberland County network using client supplied network cables.
Load console software	CAS will load iAccess client software on to the client supplied PC Desktop or Laptop that will be used as the System Console and customize the iAccess Console module for attachment to the IBM system.
Attach console to the target system	CAS will attach the System Console PC Desktop or Laptop to the new IBM system via the existing Cumberland County network.
Replicate system settings to target system	CAS will replicate environment variables, system information, relational database information, DDM attributes, contact

	information, directory entries, SMTP entries, backup options, contents of QGPL, QUSRSYS message and output queues, subsystem descriptions, job schedule entries and audit settings if used.
Update IBM Licensed Programs on target system	CAS will update the target system LPPs to mirror that of the LPPs on the source system to more accurately reflect the needs of the client and application vendor. With pre-loaded systems, IBM loads a standard image. This may or may not reflect the needs of the client or vendor and can increase the disk utilization needlessly.
Update IBM fixes on target system	CAS will update the IBM fixes on the new server so that they are current and at the latest levels. On pre-loaded systems, IBM only loads the current Cumulative PTFs. They do not load the Groups. The current Groups need to be loaded and applied as well in order for the system to function correctly.
Customize system for VITA network access	CAS will assist Cumberland County with the access and paperwork information required to set up the VITA network access. Additionally, In readiness to connect and communicate to VITA for DMV mainframe access, CAS will customize both the new system and the BAI application for this access. The CAS approach will result in no downtime for the Commissioner and the Treasurer unless there is an issue with the Cumberland County network that is beyond our control. Our approach will provide this communication access through the BAI Menu System and there will be no changes in mainframe access. End User access will be exactly as it is today.
Back up spool files on source system	CAS will backup spool files on the source system for restoration on to the new IBM system. These files are retained for history purposes and need to be restored on the new system for user lookups.
Back up source program/client data	CAS will back up all BAI application programs and client data using the attached CAS supplied LTO Tape Drive for the migration.
Migrate source program/client data	CAS will migrate BAI application programs and client data using the CAS supplied LTO tape drive to the new system using IBM restoration commands for libraries, folders, and directory objects.
Migrate spool files	CAS will migrate client spool files to the new system using the CAS supplied LTO tape drive. The files will be migrated to a user library and then restored using a proprietary CAS utility program written by CAS.
Replicate connectivity settings	CAS will replicate TCP/IP settings from the source system to the target system to ensure that all users will have access to the system on the "Go Live" date.
Install all BAI source code programs	Due to space limitations, full source programs were removed from the target system. These source programs are required to be installed on the target system in order for the BAI programs to be functional at V7R1 of the IBM OS on the new system. This important step requires coordination with BAI technical

	resources. CAS, in conjunction with BAI, will install the current BAI program source code provided by BAI via DVD and install the source code in the BAI Source Code libraries. The BAI Source Code will then be available for the IBM system and BAI to re-compile programs to make them compatible for V7R1.
Convert data to V7R1 standards	CAS will convert client data on the new system to V7R1 standards using native commands. The data can be converted on 'first touch', however in order to reduce the performance impact to the users, this will be done after the migration but before 'Go Live'.
Back up target system/program/client data	CAS will fully (Option 21) back up the target system/program/client data using the CAS supplied LTO tape drive. This back up will be the property of Cumberland County and will be given to IT staff. This will be the first full save of the system and may be used in a bare metal restore should it be required.
Assist with IBM i Access updates and conversions	CAS will assist the Cumberland County IT staff in updating the IBM client workstations with an updated iAccess version compatible with the new 7.1 Operating System.
One Day Onsite Support on "Go Live" date after migration is completed	CAS will assist Cumberland County IT staff with one day of Onsite Support after the system has been migrated on the "Go Live" date. Tasks to be completed include but are not limited to user and printer session support, connectivity issues and "How To" questions.

5. CAS Contractor License/Agreements

CAS Severn, Inc. is not using a subcontractor for the configuration or the implementation services for the proposed Power7+ or Power8 Systems. CAS Severn, Inc. has partnered with Electronic Storage Corporation to provide the LaserVault Backup solution. Electronic Storage Corporation contracts as well as the Certificate of Guarantee are attached in Appendix A of this response.

CAS Severn is registered to do business in the Commonwealth of Virginia.

Virginia State Corporation Commission (SCC) # F047688-9

Federal Tax ID #52-1116968

SWaM DMBE #9820

GSA #GS-35F-0380V

DUNS #038988648

NOTE: Please refer to Appendix A for documents on Special Terms and Conditions (Section T) and Third Party Acquisition of Software

6. Propriety Info

Proprietary Information--Ownership of all data, materials, and documentation originated and prepared for Cumberland County pursuant to the IFB shall belong exclusively to Cumberland County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection of the bid.

CAS Severn Response

Agreed.

Certificate of Guarantee

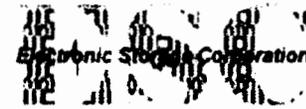
Cumberland County Virginia

**This is to certify that all software products sold by
Electronic Storage Corporation
have a 60-Day Money Back Guarantee**

If you are not completely satisfied with your purchase, simply return the software and any associated hardware to Electronic Storage Corporation within 60 days from the day the system was delivered to your business. We will gladly refund your money.



Brad Jensen, President



Electronic Storage Corporation
5127 S 95th E Ave - Tulsa, OK 74145
(909) 444-6283 - Fax: (209) 338-2829



**Electronic Storage Corp
Support and Maintenance Agreement**

This agreement is entered into by Electronic Storage Corporation ("ESC") with its principal place of business at 5127 S 95th E Ave., Tulsa, OK 74145, and _____ (hereinafter referred to as "Customer") with its principal place of business at _____. This Agreement is limited to software products listed below, obtained from ESC by Customer under license number _____. For all other products and media obtained from ESC by Customer, ESC will pass to Customer all warranties supplied by product manufacturer.

The effective date of this Agreement shall be the date Customer receives ESC's notice of installation. The initial term of this Agreement is one year from the date of installation. The term of this Agreement may be extended by paying the annual support and maintenance fee.

During the term of this Agreement ESC will correct all deviations from the software design specifications provided by ESC found by the Customer or any other customer, or ESC. ESC shall also furnish the Customer with any new enhancements to the Package when such enhancements are regularly included with the Package when it is sold to new Customers. Customer will be notified by e-mail that new enhancements are available and may be installed by the customer at their discretion.

During the term of this Agreement ESC will provide Customer with toll-free telephone support during the hours of 8:30 AM to 5:00 PM CST. During the term of this Agreement ESC will provide Customer with dial-in diagnostic service during the hours of 8:30 AM to 5:00 PM CST provided Customer agrees to include a modem within the PC and Customer supplies a direct line telephone connection to the modem. Before and After Hours Support Calls: Emergency technical calls can be transferred to the emergency pager and will be returned by an ESC "on call" Service Technician.

Please choose one of the following two options:

Option One: Customer agrees to meet requirements for dial-in diagnostic service.

(Customer Signature)

Customer may renew this Agreement for a period of one year by paying ESC the sum of \$ _____ in consideration of this renewal;

Option Two: Customer agrees to waive the right to dial-in diagnostic service,

(Customer Signature)

Customer may renew this Agreement for a period of one year by paying ESC the sum of \$ _____ in consideration of this renewal.

This Agreement shall be automatically renewed for a period of one year, at ESC's then current price unless terminated by 30 days prior written notice of termination by one party to the other party. All fees are due and payable in advance of annual renewal date. This Agreement shall not be effective if payments are not made.

ESC shall have no liability or responsibility to Licensee or Dealer or any other person or entity with respect to any liability, loss or damage caused or alleged to be caused, directly or indirectly, by products sold or licensed by ESC pursuant to this Agreement, including but not

limited to, any interruption of service, loss of business or anticipatory profit or consequential damages resulting from the use or operation of products. In no event shall ESC be liable for any loss of profits, or any indirect, special, or consequential damages arising out of any breach of this Agreement, or in any manner arising out of or connected with the sole license or use of products purchased or licensed pursuant to this Agreement, and in addition, ESC's liability in general shall not exceed the license fees paid under this Agreement.

ESC specifically disclaims the implied warranties of merchantability and fitness for a particular purpose. ESC is not liable for consequential damages.

The rights, privileges and obligations attaching to either party under the provisions of this Agreement, shall not be transferred or assigned to anyone else without the written permission of the other party, which shall not be unreasonably withheld, except to a successor or a subsidiary of ESC.

Each provision of this Agreement is severable from all other provisions of this Agreement and, if one or more of the provisions of this Agreement shall be declared invalid, the remaining provisions of this Agreement shall, nevertheless, remain in full force and effect.

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter, all prior agreements; representations, statements, negotiations and undertakings are superseded hereby. This Agreement may not be modified except in writing executed by both parties.

This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma.

All prices are exclusive of State and Local use, sales and similar taxes. Such present or future taxes when applicable will appear as separate additional items on invoices unless licensee provides Dealer with tax-exemption certificate acceptable to the taxing authorities.

BY: _____
DATE OF SIGNATURE: _____

NAME:
TITLE:

COMPANY:

BY: _____
DATE OF SIGNATURE: _____

NAME: Ax Synar
TITLE: Sales Manager

COMPANY: Electronic Storage Corporation

**Electronic Storage Corp
Software License Agreement**



This Agreement is entered into by Electronic Storage Corporation ("ESC") with its principal place of business at 5127 S 95th E Ave. Tulsa, OK 74145, and (hereinafter referred to as "Customer") with its principal place of business at

ESC grants to Customer a non-exclusive, paid-up perpetual license to use ESC's computer software application, known as:

LaserVault DMS Unlimited User Software Package

and consists of the computer object programs, (hereinafter referred to as the "Package"), on one computer subject to the conditions and provisions of this License Agreement. Upon payment of all amounts due ESC, risk of loss and clear title to the equipment shall pass to customer.

Customer may use some of the Package on one host computer and some of the Package on one PC computer if the Package was designed to operate in this manner.

Title to and ownership of the Package and all additions, corrections, or improvements to the Package furnished by ESC shall remain at all times in ESC and Customer shall not acquire any right, title, or interest in Package except as provided in this License Agreement.

The rights, privileges and obligations attaching to either party under the provisions of this license, shall not be transferred or assigned to anyone else without the written permission of the other party, which shall not be unreasonably withheld, except to a successor or subsidiary of ESC.

Customer shall pay ESC the sum of \$ _____ in consideration of this license. This license shall not be granted until actual payment is made. All fees are payable in U.S. Dollars.

All prices are exclusive of State and Local use, sales, and similar taxes. Such present or future taxes when applicable shall be the sole liability of, and shall be paid solely by Customer.

Each party acknowledges that all material and information which has or will come into the possession or knowledge of each in connection with this Agreement or in the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging. Both parties, therefore, agree to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to employees or agents requiring such information, and not to disclose it to any other party. The obligation of both parties under this paragraph shall continue during and after the term of this Agreement.

Customer agrees it will not disassemble, reverse compile or modify any software included in the Package.

Each party has full power and authority to enter into and perform this Agreement, and the person signing this License on behalf of each party has been properly authorized and empowered to enter this license. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

This License may hereinafter be referred to as License number _____ .

ESC shall have no liability or responsibility to Licensee or any other person or entity with respect to any liability, loss or damage caused or alleged to be caused, directly or indirectly, by products sold or licensed by ESC pursuant to this Agreement, including but not limited to, any interruption of service, loss of business or anticipatory profits or consequential damages resulting from the use or operation of products. In no event shall ESC be liable for any loss of profits, or any indirect, special, or consequential damages arising out of any breach of this Agreement, or in any manner arising out of or connected with the sole license or use of products purchased or licensed pursuant to this Agreement, and in addition, ESC's liability in general shall not exceed the license fees paid under the Agreement.

ESC specifically disclaims the implied warranties of merchantability and fitness for a particular purpose. ESC is not liable for consequential damages.

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter, all prior agreements, representations, statements, negotiations and undertakings are superseded hereby. This Agreement may not be modified except in writing executed by both parties.

This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma.

All transportation and insurance charges for shipping and delivery from the F.O.B. point, ESC's point of manufacture, to Customer's installation sites will be pre-paid by ESC and reimbursed by Customer upon receipt of invoice. Customer and its insurers shall be responsible for all risks of loss or damage after delivery to the carrier at the F.O.B. point.

Each provision of this Agreement is severable from all other provisions of this Agreement and, if one or more of the provisions of this Agreement shall be declared invalid, the remaining provisions of this Agreement shall, nevertheless, remain in full force and effect.

BY: _____
DATE OF SIGNATURE: _____

NAME:
TITLE:
COMPANY:

BY: _____
DATE OF SIGNATURE: _____

NAME: **Ax Synar**
TITLE: **Vice President - Sales Manager**
COMPANY: **Electronic Storage Corporation**



Quotation

Softdocs, Inc.
 920 Hemlock Drive
 Columbia, SC 29201

Phone: 888.457.8879
 Fax: 803.695.6911
 www.softdocs.com

Prepared For: Tracie Wright
 Cumberland County (VA)

Quote: QUO-03961-B3K1C4

Date: 10/3/2014

Expires: 11/2/2014

Sales Team: Dawn Woodrow

ERP Solution: Bright Software

twright@cumberlandcounty.virginia.gov

Item	Qty	Price	Total
Hardware			
FD1502 Formax Pressure Sealer (low-volume) Hopper Capacity: Up to 200 forms 24# Fixed Speed: Up to 100 forms per minute based on 11" Z-fold Paper Size: Up to 8.5"W x 14"L Fold Types: Folds Z, C, Uneven Z, Uneven C, Half and custom folds Features: Drop-in feed system, 14" form length, six-digit counter, easy-adjust pre-marked fold plates, LED indicator <i>Note: Includes installation, training and first 90 days of maintenance. Service contract is available through Formax for an estimated annual cost of \$650.00.</i>	1	\$4,495.00	\$4,495.00
Subtotal - Hardware			\$4,495.00
Consumables			
11" z-fold Pressure Seal Check Stock 1,000 sheets per carton Color Choices- Blue, Red, Brown or Green	0	\$65.89	\$0.00
14" Return Envelope Mailer Form eccentric c- fold Pressure Seal Stock 1,000 sheets per carton item #RE14C	0	\$105.16	\$0.00
Subtotal - Consumables			\$0.00
		Subtotal	\$4,495.00
		Sales Tax	\$0.00
		Shipping & Handling	\$215.00
Total Due			\$4,710.00

Annual GSA Maintenance: \$0.00

Note: Quoted maintenance amount does not include optional (0 quantity) items.

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Quote Terms:

- Customer will have required server hardware in-place and be prepared to accept delivery of quoted software and services within 60 days of purchase order issuance. Required hardware specifications can be found in the Softdocs Hardware Requirements Guide. Please contact your account representative for additional information.
- All software costs are billed upon installation at the server level or 90 days after purchase order issuance, whichever comes first. Payment on invoices is due 30 days after invoice date.
- Software includes a 90 day warranty period that begins on date of installation at the server level. After 90 days a Softdocs Annual Guaranteed Service Agreement (GSA) maintenance plan is required for continued licensing and use. Annual GSA is based on software retail price and does not include any discounts or incentives offered in initial sales price.
- Professional Services and custom form designs are estimated based on needs presented; additional time will be necessary to accommodate changes in project scope. All services are billed as rendered unless otherwise noted.
- Final approval is required on all Doc e Serve design proofs before final upload. Changes requested after the second proof will be billed at the prevailing hourly rate.
- Pre-set Doc e Fill form designs include changes to logo, color scheme and basic workflow setup. Any additional changes will be billed at the prevailing hourly rate.
- Shipping and handling will be added to all invoices for consumable and hardware purchases.
- A signed copy of this quote must be submitted with your purchase order. Failure to submit a signed quote will result in a delay to project kick-off and scheduling.

Customer Authorization:

As a duly authorized representative for Cumberland County (VA) , I have read and accept the content and terms of this quote and commit to beginning the project(s) referenced above.

Signature

Title

Date

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Quotation

Softdocs, Inc.
 920 Hemlock Drive
 Columbia, SC 29201

Phone: 888.457.8879
 Fax: 803.695.6911
 www.softdocs.com

Prepared For: Tracie Wright
 Cumberland County (VA)

 Cumberland, Virginia 23040
 twright@cumberlandcounty.virginia.gov

Quote: QUO-03960-N2W2Z1
Date: 10/3/2014
Expires: 11/2/2014
Sales Team: Lew Love
 Stephanie Bynum
ERP Solution: Bright Software

Item	Qty	Price	Total
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Software

*Items with a zero quantity are presented as options.

Doc e Serve Print Output Customization & Capture Solution Laser output delivery with direct connect and capture functionality.	1	\$5,495.00	\$5,495.00
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Modules included:

- MICR
- Flow Control
- Store & Reprint
- Sort and Report
- Manual Check
- Translator and Messaging
- Messaging Module
- Merge

Subtotal - Software \$5,495.00

Professional Services

*Expenses, including transportation, meals and lodging, are billed in addition to quoted services subject to the Softdocs Billable Expenses Policy.

Primary Doc e Serve Template Design Services Includes design of new template, mapping data to new template, digitization of logos and signatures <i>Note: For AP. Payroll, Direct Deposit, Water/Sewer Bill and W2.</i>	5	\$795.00	\$3,975.00
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Remote Professional Services unit price per hour	20	\$150.00	\$3,000.00
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Remote Training unit price per hour	4	\$150.00	\$600.00
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Subtotal - Professional Services \$7,575.00

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Subtotal \$13,070.00

Sales Tax \$0.00

Shipping & Handling

Total Due \$13,070.00

Annual GSA Maintenance: \$1,099.00

Note: Quoted maintenance amount does not include optional (0 quantity) items.

Quote Terms:

- Customer will have required server hardware in-place and be prepared to accept delivery of quoted software and services within 60 days of purchase order issuance. Required hardware specifications can be found in the Softdocs Hardware Requirements Guide. Please contact your account representative for additional information.
- All software costs are billed upon installation at the server level or 90 days after purchase order issuance, whichever comes first. Payment on invoices is due 30 days after invoice date.
- Software includes a 90 day warranty period that begins on date of installation at the server level. After 90 days a Softdocs Annual Guaranteed Service Agreement (GSA) maintenance plan is required for continued licensing and use. Annual GSA is based on software retail price and does not include any discounts or incentives offered in initial sales price.
- Professional Services and custom form designs are estimated based on needs presented; additional time will be necessary to accommodate changes in project scope. All services are billed as rendered unless otherwise noted.
- Final approval is required on all Doc e Serve design proofs before final upload. Changes requested after the second proof will be billed at the prevailing hourly rate.
- Pre-set Doc e Fill form designs include changes to logo, color scheme and basic workflow setup. Any additional changes will be billed at the prevailing hourly rate.
- Shipping and handling will be added to all invoices for consumable and hardware purchases.
- A signed copy of this quote must be submitted with your purchase order. Failure to submit a signed quote will result in a delay to project kick-off and scheduling.

Customer Authorization:

As a duly authorized representative for Cumberland County (VA) , I have read and accept the content and terms of this quote and commit to beginning the project(s) referenced above.

Signature

Title

Date

53

Cumberland County

Training & Implementation

Date 8/27/2015

Module	Duration	Cost
Building Inspection	2 days	3200.00
UT Billing	1 day	1600.00
PO's & HR	1 day	1600.00
Query	1 day overview	1600.00
Travel Expense	5 nights	1000.00
Travel Time	5 hours each way	500.00
Totals		9500.00

The estimates above are for on-site training at the County Of Cumberland.

BAI does offer classroom training at our office in Limestone Tennessee, those sessions are available at \$250 per day, our schedule is available online, however, if you wish to schedule days that work better with your schedule we will work to do so.

** GENERAL FUND REVENUES**

Monthly Financial Report To Council For November 2014

	Estimated 2014/2015 Budget to Date -----	Actual 2014/2015 Budget to Date -----	(Over) or Under Budget to Date -----
Revenue			
Balance Forward		4,603,978.88	
Fund Revenue	40,563,785.09	13,183,375.76	27,380,409.33
Total Revenue	40,563,785.09	17,787,354.64	22,776,430.45
Expenditures			
* Board of Supervisors *	44,121.00	17,469.57	26,651.43
* County Administrator *	229,564.44	77,195.97	152,368.47
* Independent Auditor *	33,500.00		33,500.00
* Commissioner of Revenue *	227,256.00	71,983.32	155,272.68
* License Bureau *			
* Treasurer *	273,536.00	92,994.18	180,541.82
* Accounting *	146,612.56	37,821.33	108,791.23
* Data Processing *	272,623.00	159,283.50	113,339.50
* Electoral Board *	25,143.00	2,232.57	22,910.43
* Registrar *	82,886.00	25,699.97	57,186.03
* Circuit Court *	14,310.00	165.55	14,144.45
* General District Court *	9,735.00	3,473.82	6,261.18
* Magistrate *	2,069.00	305.66	1,763.34
* Clerk of Circuit Court *	215,971.00	66,052.45	149,918.55
* Law Library *		261.10	(261.10)
* Commonwealth's Attorney *	210,926.00	69,476.88	141,449.12
* Sheriff *	1,446,392.00	521,907.51	924,484.49
* School Resource Officer *	62,802.00	20,684.82	42,117.18
* E911 *	61,150.00	48,268.98	12,881.02
Cumberland Vol.FIRE DEPT	39,500.00	19,750.00	19,750.00
Cartersville Volun.	26,075.00	13,037.50	13,037.50
Cumberland Vol. Rescue Squad	25,875.00	12,937.50	12,937.50
Prince Edward Vol. Rescue Squad	8,000.00	4,000.00	4,000.00
Randolph Fire Dept.	41,000.00	20,500.00	20,500.00
Cartersville Vol. Rescue Squad	37,320.00	18,660.00	18,660.00
* Forestry Service *	8,705.00	8,705.34	(.34)
* Probation Office *	1,644.00	243.80	1,400.20
* Correction & Detention *	285,000.00	119,609.11	165,390.89
* Building Inspections *	122,266.00	42,268.88	79,997.12
* Animal Control *	78,772.00	32,055.57	46,716.43
* Medical Examiner *	200.00		200.00
* Refuse Disposal *	608,898.00	165,438.74	443,459.26
* General Properties *	725,459.00	249,332.95	476,126.05
* Supplement of Local Health Dept *	94,543.00	23,635.75	70,907.25
* Chapter 10 Board - Crossroads *	34,000.00	17,000.00	17,000.00
* CSA Management *	35,635.00	5,155.51	30,479.49
* Community Colleges *	2,691.00	2,691.00	
* Recreation *	82,340.00	31,829.90	50,510.10
* Local Library *	115,450.00	57,725.00	57,725.00
* Planning Commission *	9,250.00	1,242.07	8,007.93
* Planning/Zoning Dept. *	123,787.00	38,163.68	85,623.32
* Community & Economic Developmnt *	12,052.00	2,000.00	10,052.00

** GENERAL FUND REVENUES**

Monthly Financial Report To Council For November 2014

	Estimated 2014/2015 Budget to Date -----	Actual 2014/2015 Budget to Date -----	(Over) or Under Budget to Date -----
Expenditures			
* Board of Zoning Appeals *	1,850.00		1,850.00
Clothes Closet	610.00	152.80	457.20
* Buckingham Cattleman's Assoc *	1,500.00	1,500.00	
* Farmville Area Chamber of Commerce	1,500.00	750.00	750.00
* Longwood Small Bus. Dev. Ctr. *	3,000.00	1,500.00	1,500.00
* Southside Violence Prevention *	5,000.00	2,500.00	2,500.00
Peter Francisco SWD	7,100.00	3,550.00	3,550.00
* Agricultural Development *			
* Extension Agents *	48,005.00	1,114.42	46,890.58
* NONDEPARTMENTAL *	8,600.00	5,092.03	3,507.97
TRANSFERS	8,838,396.00	2,498,046.83	6,340,349.17
COMMONWEALTH'S ATTORNEY		2,978.80	(2,978.80)
SHERIFF	50,000.00	6,411.40	43,588.60
HEALTH INSURANCE	1,807,700.00	586,735.77	1,220,964.23
DENTAL INSURANCE	259,700.00	37,496.60	222,203.40
PATIENT CENTERED OUTCOME FEE (PCOR)		400.00	(400.00)
* Administration *	1,251,786.00	388,987.89	862,798.11
	287,899.76	99,672.09	188,227.67
	15,054,053.00	3,746,709.26	11,307,343.74
	1,353,254.50	294,551.01	1,058,703.49
* Sheriff's Office *	100,000.00	91,086.86	8,913.14
Randolph Community Center	11,820.00		11,820.00
ELEMENTARY SCHOOL	597,006.00	574,560.48	22,445.52
* Elementary School - Lit Loan *	231,667.00		231,667.00
* COPS97 Loan *	376,069.00	341,915.62	34,153.38
* High/Middle School - VPSA Loan *	953,401.00	746,141.53	207,259.47
PUBLIC FACILITY NOTE 2009	394,190.00	260,184.96	134,005.04
* AMERESCO *	137,978.00	137,978.00	
* SunTrust Loan-HS/MS *	249,364.00		249,364.00
* Suntrust Loan - Courthouse *	1,488,974.00	228,365.65	1,260,608.35
	450,000.00	141,772.82	308,227.18
* SEWER FUND - Enterprise Fund *	347,143.83	96,637.54	250,506.29
* WATER FUND - ENTERPRISE FUND *	90,495.00	43,742.48	46,752.52
COMMUNITY CENTER PURCHASE	258,664.00	173,656.50	85,007.50
	20,000.00	4,795.45	15,204.55
Total Expenditure	40,563,785.09	12,620,246.27	27,943,538.82
Total Revenues			
Less Total Expenditures		5,167,108.37	(5,167,108.37)

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	UNCOLLECTED
FUND #-100							
1101	** Real Estate Taxes **	5,746,335.00	5,746,335.00	1,559,204.05	1,789,652.67	3,956,682.33	68.85
1102	* Real/Personal Public Service *	585,000.00	585,000.00	401,269.66	400,896.52	184,103.48	31.47
1103	* Personal Property Taxes *	1,797,200.00	1,797,200.00	480,901.80	766,231.52	1,030,968.48	57.36
1104	* Machinery & Tools *	80,000.00	80,000.00	28,819.05	37,149.16	42,850.84	53.56
1106	* Penalties & Interest *	264,000.00	264,000.00	17,390.58	75,633.84	188,366.16	71.35
1201	* Local Sales & Use Taxes *	755,000.00	755,000.00	67,301.86	272,667.02	482,332.98	63.88
1202	* Consumer' Utility Taxes *	174,000.00	174,000.00	14,832.40	57,695.36	116,304.64	66.84
1203	* Business License Taxes *	107,000.00	107,000.00	3,828.09	15,577.07	91,422.93	85.44
1204	* Franchise License Taxes *	8,500.00	8,500.00	.00	.00	8,500.00	100.00
1205	* Motor Vehicle License Tax *	233,000.00	233,000.00	58,695.64	93,760.39	139,239.61	59.75
1207	* Taxes On Recordation & Wills *	45,000.00	45,000.00	7,435.53	21,405.05	23,594.95	52.43
1301	* Animal Licenses *	8,800.00	8,800.00	52.00	435.78	8,364.22	95.04
1303	* Permits & Other Licenses *	51,000.00	51,000.00	7,621.93	22,235.77	28,764.23	56.40
1401	* Court Fines & Forfeitures *	150,000.00	150,000.00	4,412.58	49,471.38	100,528.62	67.01
1501	* Revenue From Use Of Money *	31,000.00	31,000.00	11,709.55	15,111.72	15,888.28	51.25
1502	* Revenue From Use Of Property *	14,000.00	14,000.00	2,163.00	3,490.60	10,509.40	75.06
1601	* Court Costs *	47,560.00	47,560.00	2,293.99	17,210.55	30,349.45	63.81
1602	* Commonwealth's Attorney Fees *	1,000.00	1,000.00	140.30	237.46	762.54	76.25
1603	* Charges For Law Enforcement *	40,000.00	40,000.00	7,802.47	16,612.55	23,387.45	58.46
1606	* Charges For Other Protection *	100.00	100.00	.00	.00	100.00	100.00
1608	* Charges Sanitation & Removal *	500,500.00	500,500.00	125.00	421.00	500,079.00	99.91
1612	* REC DEPT - ADULT LEAGUE FEES *	3,500.00	3,500.00	.00	.00	3,500.00	100.00
1613	* Charges For Parks & Recreation *	11,600.00	11,600.00	3,832.00	12,723.67	1,123.67	9.68
1616	* Charges For Planning / Com Dev *	1,600.00	1,600.00	470.00	555.00	1,045.00	65.31
1899	* Miscellaneous *	1,272,378.00	2,029,457.00	2,026.99	1,144,512.22	884,944.78	43.60
2101	* Service Charges *	45,000.00	45,000.00	.00	13,967.76	31,032.24	68.96
2201	**NON-CATEGORICAL AID**	921,935.00	921,935.00	10,827.92	64,170.64	857,764.36	93.03
2301	* Commonwealth Attorney *	156,000.00	156,000.00	12,981.77	52,446.10	103,553.90	66.38
2302	* Sheriff *	561,533.00	561,533.00	47,617.29	184,459.98	377,073.02	67.15
2303	* Commissioner Of Revenue *	76,000.00	76,000.00	6,212.47	25,075.81	50,924.19	67.00
2304	* Treasurer *	93,000.00	93,000.00	8,512.86	30,156.80	62,843.20	67.57
2306	* Registrar/Electoral Boards *	35,000.00	35,000.00	.00	.00	35,000.00	100.00
2307	* Clerk Of The Circuit Court *	144,000.00	144,000.00	12,358.82	47,654.73	96,345.27	66.90
2308	* DMV License Agent *	18,000.00	18,000.00	1,267.36	5,701.02	12,298.98	68.32
2404	**GRANT FUNDS**	30,000.00	30,000.00	4,132.08	38,914.27	8,914.27	29.71
3301	*GRANT FUNDS*	27,000.00	27,000.00	.00	.00	27,000.00	100.00
	-- FUND TOTAL--	14,035,541.00	14,792,620.00	2,781,913.04	5,276,233.41	9,516,386.59	64.33
FUND #-150							
1501	INTEREST-STATE	.00	.00	.00	18.92	18.92	100.00
2402	ASSET FORFEITURE REVENUE (STATE)	50,000.00	50,000.00	.00	3,447.70	46,552.30	93.10
	-- FUND TOTAL--	50,000.00	50,000.00	.00	3,466.62	46,533.38	93.06

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CUMBERLAND CO
REVENUE SUMMARY
7/01/2014 - 11/09/2014

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	UNCOLLECTED
FUND #-170							
1902	HEALTH INSURANCE CONTRIBUTIONS	1,957,000.00	1,957,000.00	326,106.97	808,696.08	1,148,303.92	58.67
2000	DENTAL INSURANCE CONTRIBUTIONS	110,400.00	110,400.00	18,382.23	45,289.30	65,110.70	58.97
--FUND TOTAL--		2,067,400.00	2,067,400.00	344,489.20	853,985.38	1,213,414.62	58.69
FUND #-201							
1899	* Miscellaneous Revenue *	.00	.00	2,290.89	7,269.69	7,269.69	100.00-
2401	* Welfare *	153,318.00	153,318.00	30,943.00	127,771.61	25,546.39	16.66
3305	* Social Services *	785,624.00	785,624.00	54,052.80	220,852.09	564,771.91	71.88
4105	* Fund Transfers *	312,844.00	312,844.00	.00	24,769.08	288,074.92	92.08
--FUND TOTAL--		1,251,786.00	1,251,786.00	87,286.69	380,662.47	871,123.53	69.59
FUND #-203							
2404	NCLB PROGRAM-STATE FUNDS	.00	.00	80,797.40	80,797.40	80,797.40	100.00-
3302	NCLB REVENUE-FEDERAL	.00	287,899.76	.00	7,506.11	280,393.65	97.39
--FUND TOTAL--		.00	287,899.76	80,797.40	88,303.51	199,596.25	69.32
FUND #-205							
1803	* Expenditure Refunds *	.00	.00	24,185.96	70,412.56	70,412.56	100.00-
1899	* Miscellaneous Revenue *	297,417.00	547,417.00	.00	475.00	546,942.00	99.91
2402	* State Education *	8,902,441.00	9,115,068.00	663,702.24	2,624,878.77	6,490,189.23	71.20
3302	* Education *	1,561,149.00	1,567,149.00	173,322.00	441,492.64	1,125,656.36	71.82
4105	* Fund Transfers *	3,824,419.00	3,824,419.00	.00	85,056.87	3,739,362.13	97.77
--FUND TOTAL--		14,585,426.00	15,054,053.00	861,210.20	3,222,315.84	11,831,737.16	78.59
FUND #-207							
1501	* INTEREST ON BANK DEPOSITS *	.00	.00	.00	15.77	15.77	100.00-
1899	** MISC REVENUE **	.00	.00	.00	443,548.14	443,548.14	100.00-
1901	** LOCAL CONTRIBUTIONS **	.00	811,550.50	.00	180,423.04	631,127.46	77.76
2404	** STATE FUNDS **	.00	541,704.00	.00	.00	541,704.00	100.00
--FUND TOTAL--		.00	1,353,254.50	.00	623,986.95	729,267.55	53.88
FUND #-302							
4105	* Fund Transfers *	111,820.00	708,826.00	.00	708,826.00	.00	.00
--FUND TOTAL--		111,820.00	708,826.00	.00	708,826.00	.00	.00

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CUMBERLAND CO
REVENUE SUMMARY
7/01/2014 - 11/09/2014

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	UNCOLLECTED
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FUND #-401							
1501	**INTEREST**	24,000.00	24,000.00	.00	12,173.38	11,826.62	49.27
4105	** Transfers **	3,807,643.00	3,807,643.00	.00	1,494,730.88	2,312,912.12	60.74
	--FUND TOTAL--	3,831,643.00	3,831,643.00	.00	1,506,904.26	2,324,738.74	60.67
FUND #-500							
2404	*REVENUE FROM STATE*	350,000.00	350,000.00	.00	44,279.46	305,720.54	87.34
4105	*TRANSFERS*	100,000.00	100,000.00	.00	100,000.00	.00	.00
	--FUND TOTAL--	450,000.00	450,000.00	.00	144,279.46	305,720.54	67.93
FUND #-501							
1501	**INTEREST REVENUE**	1,000.00	1,000.00	.00	29.83	970.17	97.01
1619	**CHARGES & FEES**	393,000.00	393,000.00	28,420.56	114,072.93	278,927.07	70.97
1620	SEWER LATE PAYMENT PENALTY	5,000.00	5,000.00	682.03	2,600.23	2,399.77	47.99
1630	**ADMIN FEES/CHARGES**	14,500.00	14,500.00	1,271.50	5,077.50	9,422.50	64.98
1803	MISCELLANEOUS	.00	14,868.83	.00	14,868.83	.00	.00
1899	RESERVE ACCOUNT	.00	9,270.00	.00	.00	9,270.00	100.00
2404	SURCAP GRANT-WATER LINE	.00	.00	.00	6,800.00	6,800.00	100.00
	--FUND TOTAL--	413,500.00	437,638.83	30,374.09	143,449.32	294,189.51	67.22
FUND #-515							
1501	INTEREST SEWER RESERVE	.00	.00	.00	46.59	46.59	100.00
	--FUND TOTAL--	.00	.00	.00	46.59	46.59	100.00
FUND #-540							
1501	INTEREST WATER RESERVE	.00	.00	.00	6.80	6.80	100.00
	--FUND TOTAL--	.00	.00	.00	6.80	6.80	100.00
FUND #-550							
1501	**INTEREST REVENUE**	.00	.00	.00	8.64	8.64	100.00
	--FUND TOTAL--	.00	.00	.00	8.64	8.64	100.00
FUND #-580							
1501	INTEREST REVENUE	.00	.00	.00	1.06	1.06	100.00
	--FUND TOTAL--	.00	.00	.00	1.06	1.06	100.00

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CUMBERLAND CO
REVENUE SUMMARY
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ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	UNCOLLECTED
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FUND #-715							
1899	Rent of General Property	49,000.00	174,000.00	6,900.00	141,000.00	33,000.00	18.96
4105	Transfer from General Fund	84,664.00	84,664.00	.00	84,664.00	.00	.00
--FUND TOTAL--		133,664.00	258,664.00	6,900.00	225,664.00	33,000.00	12.75
FUND #-733							
1899	* Miscellaneous Revenue *	20,000.00	20,000.00	4,024.45	5,235.45	14,764.55	73.82
--FUND TOTAL--		20,000.00	20,000.00	4,024.45	5,235.45	14,764.55	73.82
--FINAL TOTAL--		36,950,780.00	40,563,785.09	4,196,995.07	13,183,375.76	27,380,409.33	67.49

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CUMBERLAND CO
EXPENDITURE SUMMARY
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ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAINING
FUND #-100								
11010	* Board of Supervisors *	44,121.00	44,121.00	3,399.94	17,469.57	.00	26,651.43	60.40
12100	* County Administrator *	220,835.00	229,564.44	19,392.05	77,195.97	.00	152,368.47	66.37
12240	* Independent Auditor *	33,500.00	33,500.00	.00	.00	.00	33,500.00	100.00
12310	* Commissioner of Revenue *	227,256.00	227,256.00	18,355.32	71,983.32	.00	155,272.68	68.32
12410	* Treasurer *	273,536.00	273,536.00	23,693.25	92,994.18	.00	180,541.82	66.00
12430	* Accounting *	155,342.00	146,612.56	9,124.41	37,821.33	.00	108,791.23	74.20
12510	* Data Processing *	154,050.00	272,623.00	9,092.59	159,283.50	.00	113,339.50	41.57
13100	* Electoral Board *	25,143.00	25,143.00	555.66	2,232.57	.00	22,910.43	91.12
13200	* Registrar *	82,886.00	82,886.00	6,537.95	25,699.97	.00	57,186.03	68.99
21100	* Circuit Court *	14,310.00	14,310.00	64.99	165.55	.00	14,144.45	98.84
21200	* General District Court *	9,735.00	9,735.00	1,025.71	3,473.82	.00	6,261.18	64.31
21300	* Magistrate *	2,069.00	2,069.00	105.50	305.66	.00	1,763.34	85.22
21600	* Clerk of Circuit Court *	215,971.00	215,971.00	16,196.78	66,052.45	.00	149,918.55	69.41
21800	* Law Library *	.00	.00	261.10	261.10	.00	261.10	100.00
22100	* Commonwealth's Attorney *	210,926.00	210,926.00	17,182.64	69,476.88	.00	141,449.12	67.06
31200	* Sheriff *	1,446,392.00	1,446,392.00	118,861.52	521,907.51	.00	924,484.49	63.91
31250	* School Resource Officer *	62,802.00	62,802.00	5,167.80	20,684.82	.00	42,117.18	67.06
31400	* E911 *	21,150.00	61,150.00	41,208.80	48,268.98	.00	12,881.02	21.06
32221	*Cumberland Vol. FIRE DEPT*	39,500.00	39,500.00	.00	19,750.00	.00	19,750.00	50.00
32222	*Cartersville Volun.*	26,075.00	26,075.00	.00	13,037.50	.00	13,037.50	50.00
32301	*Cumberland Vol. Rescue Squad*	25,875.00	25,875.00	.00	12,937.50	.00	12,937.50	50.00
32302	*Prince Edward Vol. Rescue Squad*	8,000.00	8,000.00	.00	4,000.00	.00	4,000.00	50.00
32303	*Randolph Fire Dept.*	41,000.00	41,000.00	.00	20,500.00	.00	20,500.00	50.00
32304	*Cartersville Vol. Rescue Squad*	37,320.00	37,320.00	.00	18,660.00	.00	18,660.00	50.00
32400	* Forestry Service *	8,705.00	8,705.00	.00	8,705.34	.00	.34	.00
33300	* Probation Office *	1,644.00	1,644.00	83.08	243.80	.00	1,400.20	85.17
33400	* Correction & Detention *	285,000.00	285,000.00	49,076.66	119,609.11	.00	165,390.89	58.03
34100	* Building Inspections *	122,266.00	122,266.00	10,427.92	42,268.88	.00	79,997.12	65.42
35100	* Animal Control *	78,772.00	78,772.00	8,962.09	32,055.57	.00	46,716.43	59.30
35300	* Medical Examiner *	200.00	200.00	.00	.00	.00	200.00	100.00
42400	* Refuse Disposal *	608,898.00	608,898.00	48,147.14	165,438.74	.00	443,459.26	72.82
43200	* General Properties *	725,459.00	725,459.00	76,528.49	249,332.95	.00	476,126.05	65.63
51200	* Supplement of Local Health Dept *	94,543.00	94,543.00	.00	23,635.75	.00	70,907.25	75.00
52500	* Chapter 10 Board - Crossroads *	34,000.00	34,000.00	.00	17,000.00	.00	17,000.00	50.00
61230	* CSA Management *	35,635.00	35,635.00	2,138.55	5,155.51	.00	30,479.49	85.53
68000	* Community Colleges *	2,691.00	2,691.00	.00	2,691.00	.00	.00	.00
71500	* Recreation *	82,340.00	82,340.00	5,829.14	31,829.90	.00	50,510.10	61.34
73100	* Local Library *	115,450.00	115,450.00	.00	57,725.00	.00	57,725.00	50.00
81100	* Planning Commission *	9,250.00	9,250.00	168.00	1,242.07	.00	8,007.93	86.57
81110	* Planning/Zoning Dept. *	123,787.00	123,787.00	9,489.81	38,163.68	.00	85,623.32	69.16
81200	* Community & Economic Developmnt *	12,052.00	12,052.00	.00	2,000.00	.00	10,052.00	83.40
81400	* Board of Zoning Appeals *	1,850.00	1,850.00	.00	.00	.00	1,850.00	100.00
81513	*Clothes Closet*	610.00	610.00	52.74	152.80	.00	457.20	74.95
81523	* Buckingham Cattlemans Assoc *	.00	1,500.00	.00	1,500.00	.00	.00	.00
81535	* Farmville Area Chamber of Commerc	1,500.00	1,500.00	.00	750.00	.00	750.00	50.00
81541	* Longwood Small Bus. Dev. Ctr. *	3,000.00	3,000.00	.00	1,500.00	.00	1,500.00	50.00
81542	* Southside Violence Prevention *	5,000.00	5,000.00	.00	2,500.00	.00	2,500.00	50.00

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ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAINING
82401	*Peter Francisco SWD*	7,100.00	7,100.00	.00	3,550.00	.00	3,550.00	50.00
83500	* Extension Agents *	48,005.00	48,005.00	480.35	1,114.42	.00	46,890.58	97.67
90000	* NONDEPARTMENTAL *	8,600.00	8,600.00	3,704.24	5,092.03	.00	3,507.97	40.79
93100	**TRANSFERS**	8,241,390.00	8,838,396.00	.00	2,498,046.83	.00	6,340,349.17	71.73
--FUND TOTAL--		14,035,541.00	14,792,620.00	505,314.22	4,615,465.56	.00	10,177,154.44	68.79
FUND #-150								
22100	COMMONWEALTH'S ATTORNEY	.00	.00	.00	2,978.80	.00	2,978.80	100.00
31200	SHERIFF	50,000.00	50,000.00	2,500.00	6,411.40	.00	43,588.60	87.17
--FUND TOTAL--		50,000.00	50,000.00	2,500.00	9,390.20	.00	40,609.80	81.21
FUND #-170								
62100	HEALTH INSURANCE	1,807,700.00	1,807,700.00	175,765.64	586,735.77	.00	1,220,964.23	67.54
63100	DENTAL INSURANCE	259,700.00	259,700.00	6,432.02	37,496.60	.00	222,203.40	85.56
64100	PATIENT CENTERED OUTCOME FEE (PCOR)	.00	.00	.00	400.00	.00	400.00	100.00
--FUND TOTAL--		2,067,400.00	2,067,400.00	182,197.66	624,632.37	.00	1,442,767.63	69.78
FUND #-201								
53100	* Administration *	1,251,786.00	1,251,786.00	95,612.11	388,987.89	.00	862,798.11	68.92
--FUND TOTAL--		1,251,786.00	1,251,786.00	95,612.11	388,987.89	.00	862,798.11	68.92
FUND #-203								
61314		.00	287,899.76	7,115.08	99,672.09	.00	188,227.67	65.37
--FUND TOTAL--		.00	287,899.76	7,115.08	99,672.09	.00	188,227.67	65.37
FUND #-205								
61100		14,585,426.00	15,054,053.00	1,135,603.62	3,746,709.26	.00	11,307,343.74	75.11
--FUND TOTAL--		14,585,426.00	15,054,053.00	1,135,603.62	3,746,709.26	.00	11,307,343.74	75.11
FUND #-207								
61100	GOVERNOR'S SCHOOL EXPENDITURES	.00	1,353,254.50	81,441.41	294,551.01	.00	1,058,703.49	78.23
--FUND TOTAL--		.00	1,353,254.50	81,441.41	294,551.01	.00	1,058,703.49	78.23
FUND #-302								
94327	* Sheriff's Office *	100,000.00	100,000.00	37,615.98	91,086.86	.00	8,913.14	8.91

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11/10/2014

GL060AA

CUMBERLAND CO
EXPENDITURE SUMMARY
7/01/2014 - 11/09/2014

PAGE 8
TIME 12:10

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	‡ REMAINING
94380	*Randolph Community Center*	11,820.00	11,820.00	.00	.00	.00	11,820.00	100.00
95101	**ELEMENTARY SCHOOL**	.00	597,006.00	186,939.00	574,560.48	.00	22,445.52	3.75
--FUND TOTAL--		111,820.00	708,826.00	224,554.98	665,647.34	.00	43,178.66	6.09
FUND #-401								
67200	* Elementary School - Lit Loan *	231,667.00	231,667.00	.00	.00	.00	231,667.00	100.00
67400	* COPS97 Loan *	376,069.00	376,069.00	.00	341,915.62	.00	34,153.38	9.08
67500	* High/Middle School - VPSA Loan *	953,401.00	953,401.00	.00	746,141.53	.00	207,259.47	21.73
67700	PUBLIC FACILITY NOTE 2009	394,190.00	394,190.00	207,546.24	260,184.96	.00	134,005.04	33.99
67800	* AMERESCO *	137,978.00	137,978.00	.00	137,978.00	.00	.00	.00
95600	* SunTrust Loan-HS/MS *	249,364.00	249,364.00	.00	.00	.00	249,364.00	100.00
95700	* Suntrust Loan - Courthouse *	1,488,974.00	1,488,974.00	.00	228,365.65	.00	1,260,608.35	84.66
--FUND TOTAL--		3,831,643.00	3,831,643.00	207,546.24	1,714,585.76	.00	2,117,057.24	55.25
FUND #-500								
53900		450,000.00	450,000.00	77,015.52	141,772.82	.00	308,227.18	68.49
--FUND TOTAL--		450,000.00	450,000.00	77,015.52	141,772.82	.00	308,227.18	68.49
FUND #-501								
94900	* SEWER FUND - Enterprise Fund *	323,005.00	347,143.83	25,829.95	96,637.54	.00	250,506.29	72.16
95900	* WATER FUND - ENTERPRISE FUND *	90,495.00	90,495.00	15,922.87	43,742.48	.00	46,752.52	51.66
--FUND TOTAL--		413,500.00	437,638.83	41,752.82	140,380.02	.00	297,258.81	67.92
FUND #-715								
81610	COMMUNITY CENTER PURCHASE	133,664.00	258,664.00	8,779.30	173,656.50	.00	85,007.50	32.86
--FUND TOTAL--		133,664.00	258,664.00	8,779.30	173,656.50	.00	85,007.50	32.86
FUND #-733								
53010		20,000.00	20,000.00	4,135.92	4,795.45	.00	15,204.55	76.02
--FUND TOTAL--		20,000.00	20,000.00	4,135.92	4,795.45	.00	15,204.55	76.02
--FINAL TOTAL--		36,950,780.00	40,563,785.09	2,573,568.88	12,620,246.27	.00	27,943,538.82	68.88

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11/10/2014

GL060AA

CUMBERLAND CO
EXPENDITURE SUMMARY
7/01/2014 - 11/09/2014

TIME 12:10 PAGE 9

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAINING
-----	-----	-----	-----	-----	-----	-----	-----	-----
	--FINAL TOTAL--	.00	.00	.00	.00	.00	.00	.00

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MEMO

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

From: Tracie Wright, Finance Manager

Date: November 10, 2014

RE: FY15 School Appropriation Requests

Cumberland County Schools have been awarded two grants in the total of \$124,411. I have attached the information provided by Dr. Griffin. If approved the following appropriation will be needed.

3-205-002402-0055 (Governor's YDA)	\$ 67,897.00-
3-205-002402-0096 (Security Equip Grant)	\$ 57,514.00-
4-205-061100-9301 (School Instruction)	\$ 124,411.00+

Thank you.



CUMBERLAND COUNTY PUBLIC SCHOOLS

P. O. BOX 170
CUMBERLAND, VIRGINIA 23040
(804) 492-4212
FAX (804)492-9869

AMY GRIFFIN, Ed.D.
Division Superintendent

GINGER SANDERSON
School Board Chairman

GEORGE REID JR.
School Board Vice-Chairman

GEORGE LEE DOWDY III
School Board Member

CHRISTINE ROSS, PH.D.
School Board Member

EURIKA TYREE
School Board Member

November 10, 2014

TO: Board of Supervisors of Cumberland County

FROM: Amy W. Griffin, Ed.D.

SUBJECT: Appropriation for Additional Funding for the 2014-2015 School Year

On behalf of the Cumberland County School Board, we are requesting an appropriation in the amount of \$124,411 for additional grants listed below:

- Region 8 Governor's Youth Development Academy(GYDA) \$67,897.00
- 2014 School Security Equipment Grant Program 57,514.00

Copies of the grant awards are attached.

If you have any questions or concerns, please feel free to give me a call.

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SCHOOL BOARD
CUMBERLAND COUNTY PUBLIC SCHOOLS

SUBJECT:

Supplemental Appropriations

DATE:

November 10, 2014

Background:

The administration is requesting that the School Board petition the Cumberland County Board of Supervisors for the following supplemental appropriations:

- Region 8 Governor's Youth Development Academy(GYDA) \$67,897.00
- 2014 School Security Equipment Grant Program 57,514.00

Recommendation:

It is recommended that the Superintendent petition the Cumberland County Board of Supervisors for the following appropriations:

- Region 8 Governor's Youth Development Academy(GYDA) \$67,897.00
- 2014 School Security Equipment Grant Program 57,514.00

Action:

Approval

Bd11-10-14SA

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COMMONWEALTH of VIRGINIA

DEPARTMENT OF EDUCATION

P.O. BOX 2120

RICHMOND, VA. 23218-2120

September 15, 2014

Dr. Chip Jones
Assistant Superintendent of Finance and Operations
Cumberland County Public Schools
P. O. Box 170
1541 Anderson Highway
Cumberland, VA 23040

Dear Dr. Jones:

This letter is to inform you that Cumberland County Public Schools, Prince Edward County Public Schools, Amelia County Public Schools, Buckingham County Public Schools, and Lunenburg County Public Schools have been selected for the development and implementation of a Region 8 Governor's Youth Development Academy (YDA) for fiscal year 2015.

Cumberland County Public Schools will serve as the fiscal agent for awarded funds and for the Academy. Your region will receive a grant on a cost-reimbursement basis not to exceed \$67,897. This award will be set-up in the Department of Education's online OMEGA system. Ms. Maribel Lauber, educational specialist, Office of Student Services, will work with you in the implementation of the Academy and will provide further details concerning the state funding.

Congratulations on being selected as a site for this initiative. Please do not hesitate to contact Ms. Lauber by phone at 804-692-0396, or by e-mail at Maribel.Lauber@doe.virginia.gov, if further assistance is needed.

Sincerely,

A handwritten signature in black ink that reads "Kent C. Dickey".

Kent C. Dickey
Deputy Superintendent
Division of Finance and Operations

KCD/ml

Cc: Ms. Thelma Llewellyn
Dr. Amy Griffin
Dr. David Smith
Mr. John Jack McKinley
Dr. Cecil Snead
Mrs. Dora G. Wynn
Mr. John Eisenberg
Dr. Cynthia A. Cave
Ms. Maribel Lauber

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Dr. Amy Griffin:

I am pleased to inform you that the Virginia Department of Education has awarded Cumberland County Public Schools a total of \$57,514 from the 2014 School Security Equipment Grant Program authorized by the 2013 General Assembly. The grant award number assigned to this award is SEG14-025. These funds are approved for the purchase and installation of the school security equipment requested on the applications for the approved schools shown below:

Cumberland Elementary
Cumberland High
Cumberland Middle

Reimbursements from the state grant will be made only for qualified and approved items purchased on or after 09/25/2014. The equipment must be purchased within six months of the 09/25/2014 date, or by 3/25/2015. Please note that, in order to support the installation of school security equipment during the summer months and to expedite the spend-down of these Notes funds, effective with the 2014-2015 grants, school divisions and regional programs may include for reimbursement approved equipment purchased on or after May 22, 2014. (Reference Supts. Memo. #163-14). A local match of 25 percent of the state grant award is required. The local match should also be spent by the 3/25/2015 deadline.

The state grants will be disbursed on a cost reimbursement basis only. Reimbursement payments will be issued to the division within 30 days of the grant reimbursement administrator receiving notification from the Department of Education of approved reimbursements. As this grant is funded with proceeds from notes issued by the Virginia Public School Authority, adherence to program requirements will be strictly enforced. The period of the award is 09/25/2014, through 06/30/2015, and the state funds must be requested for reimbursement during this period.

The Request for Reimbursement form may be found at:

http://www.doe.virginia.gov/support/facility_construction/security_equipment_grants/index.shtml.

. Supporting payment documentation (invoices, receipts, etc.) must accompany your request for reimbursement. The completed reimbursement request should be sent at:

Department of Education, Support Services, P. O. Box 2120, Richmond, VA 23218.

If you have any questions concerning the reimbursement process, please contact the Support Services office by e-mail to:

June Eanes or call (804) 225-2035 or (804) 225-2037.

Sincerely,

Dr. Steven R. Staples

Superintendent of Public Instruction.

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**Planning Projects:
November 2014**

Zoning:

Pending Zoning Questions and Requests

CUP's and Rezoning Requests

Henrico County	Near Cobb's Creek	CUP for tower forthcoming.
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Other Zoning Issues- Four active Code Enforcement cases.

Subdivisions:

Pending Subdivisions

Charles Clark	Plank Road	Boundary line adjustment between two parcels and creation of a third parcel.
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William R. Bailey	291 John Randolph Road	Minor subdivision of one lot.
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Other Land Divisions or Adjustments

Barry Dabney	113 Langhorne Road	Lot line adjustment to add two acres to this lot from adjacent 24 acre parcel.
--------------	--------------------	--

Prestige Farms, LLC	102 Simms Road	Boundary line vacation to join properties.
---------------------	----------------	--

Other Regulatory Functions:

Erosion and Sediment Control Applications- No new applications

Prestige Farms, LLC	102 Simms Road	Erosion and Sediment Control plans for chicken houses submitted. Awaiting comments/approval from PFSWCD.
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Brian Hughes	Address TBD Mosby Road	Erosion and Sediment Control plans for a new duplex submitted. Awaiting comments/approval from PFSWCD
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Barry Dabney	113 Langhorne Road	Agreement in Lieu of a Plan submitted for adding an addition to an existing dwelling.
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Keith Gills	354 Anderson Highway	Agreement in Lieu of a Plan submitted for replacement of a doublewide.
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Trice's Lake		Dam work is under construction.
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Code Amendment Questions

Sign Ordinance	Countywide	Needs to be updated in general.
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Definitions	Countywide	An update should happen as part of mixed use district. Rachel completed first draft during her initial review of the Ordinance for the mixed use district.
-------------	------------	--

Business uses	Countywide	All business uses should be inclusive as the Ordinance moves from a less intensive to a more intensive business zone. In other words, all uses in the B-3 should be included in B-2, and so on.
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Overlay district standards	Anderson Highway between 45 and 45	Standards to require improved appearance in mixed use district around the Courthouse.
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Mixed Use Zoning District	Cumberland Road and Anderson Highway	Combine uses in B-3 and R-2 for a mixed use district.
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Subdivision Definition	Countywide	As part of the implementation of the state wide Stormwater Management Program, staff recommends reconsidering the definition of a subdivision within the Ordinance to exclude large lot divisions, family divisions,
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		and divisions of under six lots. This would allow these lots to be developed without requiring a VSMP. Planning Commission working toward a public hearing.
Waiver process	Countywide	The Planning Commission is discussing a method to allow a waiver of Development Standards in the Zoning Ordinance.
Home Occupations	Countywide	Planning Commission recommends approval. Board of Supervisors public hearing is set for November 18, 2014.
Mobile Home Revisions	Countywide	Adopted by the Board of Supervisors as recommended.
Poultry Processing	Countywide	The Planning Commission held a public hearing on this amendment on October 20. There was an additional workshop meeting on November 4. The Board of Supervisors public hearing is set for November 18, 2014.

Treasurer's Office

Outstanding Collections Report

October 2014

Real Estate

	<u>As of 9/30/14</u>	<u>As of 10/31/14</u>	<u>Change</u>	<u>% Collected</u>	<u>Abatements/ Exonerations</u>
2000-2005	\$ 10,169.07	\$ 9,938.77	\$ 230.30	2.26%	
2006	5,903.31	5,801.83	101.48	1.72%	
2007	9,483.11	9,295.10	188.01	1.98%	
2008	12,780.63	12,780.63	-		
2009	19,706.47	18,972.12	734.35	3.72%	
2010	53,550.89	51,268.27	2,282.62	4.26%	
2011	90,745.16	87,086.36	3,658.80	4.03%	
2012	150,621.34	144,543.15	6,078.19	4.03%	
2013	264,393.89	251,989.15	12,404.74	4.69%	\$ 398.48
2014 (1st Half)	232,628.65	214,478.97	18,149.68	7.80%	172.42
Total	\$ 849,982.52	\$ 806,154.35	\$ 43,828.17		

Personal Property

	<u>As of 9/30/14</u>	<u>As of 10/31/14</u>	<u>Change</u>	<u>% Collected</u>	<u>Abatements/ Exonerations</u>
2009	\$ 30,995.49	\$ 30,770.89	\$ 224.60	0.72%	\$ 143.21
2010	38,132.68	38,015.99	116.69	0.30%	38.78
2011	41,262.07	40,856.51	405.56	0.98%	39.14
2012	49,241.01	48,344.53	1,018.95	2.07%	39.60
2013	105,392.58	95,835.80	9,589.28	9.10%	129.43
Total	\$ 265,023.83	\$ 253,823.72	\$ 11,355.08		

Collection Rates - As of October 31, 2014

Real Estate:

	Current Collection %	Prior Year %	Change
Tax Year - 2014 (First half)	92.27%	91.96%	+ 0.31%
Year 2013	95.70%	95.71%	- 0.01%

Personal Property:

	Current Collection %	Prior Year %	Change
Tax Year - 2013	96.59%	96.27%	+ 0.32%
Year 2012	98.27%	98.10%	+ 0.17%

10/15/14
FUND #-999

GL070
* TREASURER'S ACCOUNTABILITY *

CUMBERLAND CO
BALANCE SHEET
9/30/2014

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ACCOUNT NUMBER -----	ACCOUNT DESCRIPTION -----	PREVIOUS BALANCE -----	DEBIT -----	CREDIT -----	ENDING BALANCE -----
	* TREASURER'S ACCOUNTABILITY *				
	ASSETS				
100-0000	CASH IN OFFICE	1,000.00			1,000.00
100-0105	C&F BANK - CHECKING	317,369.20	2,020,206.67	2,044,714.14-	292,861.73
100-0115	C&F BANK - INVESTMENT ACCT	129,689.70	372.59	130,062.29-	
100-0122	C&F BANK-IPR ACCOUNT	14,049.06	.37		14,049.43
100-0124	ESSEX BANK - CD	2,345,979.91			2,345,979.91
100-0125	C&F BANK-FAF (JUSTICE)	22,877.24	4.61		22,881.85
100-0126	C&F BANK-FAF (TREASURY)	2,706.36	.29		2,706.65
100-0128	NEW HORIZON BANK-MONEY MKT	679,748.80	195.54		679,944.34
100-0129	C&F BANK-MONEY MARKET ACCT	141,745.46	37.28		141,782.74
100-0131	FIRST BANK	203,954.04	24.32	100,000.00-	103,978.36
100-0137	LOCAL GOV INVESTMENT POOL	5,265.35	.36		5,265.71
100-0140	RIVER COMM BANK - CERT. OF DEPOSIT	360,075.95			360,075.95
100-0141	FIRST BANK/SEWER RESERVE	123,223.40	15.19		123,238.59
100-0142	FIRST BANK/WATER RESERVE	17,978.38	2.22		17,980.60
100-0143	C & F BANK/ASSET FORFEITURE (SAF)	69,913.45	14.02		69,927.47
100-0144	C&F BANK-IDA RD OES DSR	42,858.30	8.64		42,866.94
100-0145	C&F BANK-GOVERNOR'S SCHOOL FUND	132,141.30	363,463.56	84,727.51-	410,877.35
100-0155	RETURNED CHECKS	730.40	525.87		1,256.27
	ASSETS	4,611,306.30	2,384,871.53	2,359,503.94-	4,636,673.89
	TOTAL ASSETS	4,611,306.30	2,384,871.53	2,359,503.94-	4,636,673.89
	REVENUE FUND BALANCES				
300-0000	GENERAL FUND BALANCE	3,606,344.94-	1,315,241.94	575,120.59-	2,866,223.59-
300-0100	ECONOMIC DEVELOPMENT FUND	38,871.00-			38,871.00-
300-0120	ASSET FORFEITURE FUND BALANCE	85,900.49-		18.92-	85,919.41-
300-0150	HEALTH INSURANCE FUND	683,333.52-	121,421.53	167,338.66-	729,250.65-
300-0201	SOCIAL SERVICES FUND BALANCE	2,136.90-	100,959.40	98,822.50-	
300-0203	NCLB FUND	94,342.22	4,651.16		98,993.38
300-0204	SCHOOL CONTINGENCY FUND				
300-0205	SCHOOL FUND BALANCE	112,951.93-	1,072,431.16	959,479.23-	
300-0207	GOVERNOR'S SCHOOL FUND (GSSV)	132,141.30-	84,727.51	363,463.56-	410,877.35-
300-0302	CAPITAL PROJECTS FUND BALANCE	275,371.60	53,470.88	597,006.00-	268,163.52-
300-0401	DEBT SERVICE FUND		17,546.24	17,546.24-	
300-0500	COMPREHENSIVE SERVICES ACT	21,475.56	675.00	39,007.46-	16,856.90-
300-0501	UTILITY FUND (WATER/SEWER)	27,906.12-	46,420.75	27,661.08-	9,146.45-
300-0515	SEWER RESERVE FUND	123,223.40-		15.19-	123,238.59-
300-0540	WATER RESERVE FUND	17,978.38-		2.22-	17,980.60-
300-0550	IDA OES RD DSR FUND	42,858.30-		8.64-	42,866.94-
300-0580	IPR FUND BALANCE	14,049.06-		.37-	14,049.43-
300-0715	IDA FUND BALANCE	89,660.18-	16,701.60	2,200.00-	75,158.58-
300-0733	SPECIAL WELFARE FUND BALANCE	19,105.51-	619.53	1,115.00-	19,600.98-
	REVENUE FUND BALANCES	4,605,271.65-	2,834,866.70	2,848,805.66-	4,619,210.61-
	TOTAL PRIOR YR FUND BALANCE	4,605,271.65-	2,834,866.70	2,848,805.66-	4,619,210.61-
	TOTAL REVENUE				
	TOTAL EXPENDITURE				
	TOTAL CURRENT FUND BALANCE				
	TOTAL LIABILITIES AND FUND BALANCE	4,605,271.65-	2,834,866.70	2,848,805.66-	4,619,210.61-

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10/15/14
FUND #-999

GL070
* TREASURER'S ACCOUNTABILITY *

CUMBERLAND CO
BALANCE SHEET
9/30/2014

PAGE 2
TIME 12:03

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
400-0000	**OTHER FUND BALANCES**				
400-0105	OVERPAYMENTS	8.00-	668.58	12,741.43-	12,080.85-
400-0110	PREPAID TAXES	5,732.15-		615.78-	6,347.93-
400-0140	COMMONWEALTH DEBIT ACCOUNT	1,050.00	1,260.00		2,310.00
400-0150	COMMONWEALTH CREDIT ACCOUNT	90.00-	17,304.56	17,304.56-	90.00-
400-0216	ATTORNEY FEES	1,254.50-			1,254.50-
	OTHER FUND BALANCES	6,034.65-	19,233.14	30,661.77-	17,463.28-
		6,034.65-	19,233.14	30,661.77-	17,463.28-
500-0000	**UNCOLLECTED TAXES**				
500-0010	PUBLIC SERVICE CORP. TAXES PP/RE	327,754.13	79,437.35	5,723.53-	401,467.95
500-0079	UNCOLLECTED 2014 REAL ESTATE TAX	2,865,657.04		26,482.35-	2,839,174.69
500-0080	UNCOLLECTED 2013 REAL ESTATE TAXES	276,063.98		11,670.09-	264,393.89
500-0081	UNCOLLECTED 2012 REAL ESTATE TAXES	157,045.83		6,424.49-	150,621.34
500-0082	UNCOLLECTED 2011 REAL ESTATE TAXES	97,196.51		6,451.35-	90,745.16
500-0083	UNCOLLECTED 2010 REAL ESTATE TAXES	55,942.47		2,391.58-	53,550.89
500-0084	UNCOLLECTED 2009 REAL ESTATE TAXES	21,256.02		1,549.55-	19,706.47
500-0085	UNCOLLECTED 2008 REAL ESTATE TAXES	13,371.39		590.76-	12,780.63
500-0086	UNCOLLECTED 2007 REAL ESTATE TAXES	9,483.97		.86-	9,483.11
500-0087	UNCOLLECTED 2006 REAL ESTATE TAXES	6,143.08	100.26	340.03-	5,903.31
500-0150	UNCOLLECTED 2005/2000 REAL ESTATE	10,508.02	120.07	459.02-	10,169.07
500-0153	2009 VEHICLE LICENSE TAX	6,076.88		23.00-	6,053.88
500-0154	2010 VEHICLE LICENSE TAX	7,120.62		92.00-	7,028.62
500-0155	2011 VEHICLE LICENSE TAX	8,825.32		217.24-	8,608.08
500-0156	2012 VEHICLE LICENSE TAX	10,303.97	69.00	421.79-	9,951.18
500-0157	2013 VEHICLE LICENSE TAX	23,121.67		2,294.70-	20,826.97
500-0158	2014 VEHICLE LICENSE TAX	234,567.61	377.00	25,233.40-	209,711.21
500-0172	UNCOLL. 2009 PERSONAL PROPERTY TAX	31,023.19		27.70-	30,995.49
500-0173	UNCOLL. 2010 PERSONAL PROPERTY TAX	38,943.88		811.20-	38,132.68
500-0174	UNCOLL. 2011 PERSONAL PROPERTY TAX	42,305.04	3,764.48	4,807.45-	41,262.07
500-0175	UNCOLL. 2012 PERSONAL PROPERTY TAX	51,262.16	4,659.41	6,558.09-	49,363.48
500-0176	UNCOLL. 2013 PERSONAL PROPERTY TAX	116,080.83	8,207.84	18,863.59-	105,425.08
500-0177	UNCOLL. 2014 PERSONAL PROPERTY TAX	1,907,572.55	4,749.83	261,325.58-	1,650,996.80
500-0200	RESERVE UNCOLLECTED COUNTY TAXES	6,317,626.16-	370,294.87	89,020.76-	6,036,352.05-
500-0400	UNCOLL MISC FEES	3,703.57		5.00-	3,698.57
500-0401	RESERVE-MISC FEES	3,703.57-	5.00		3,698.57-
500-0404	UNCOLLECTED IPR BALANCE				
500-0405	RESERVE-IPR ACCOUNTS				
500-0800	UNCOLLECTED WATER CHARGES	12,945.89	9,853.57	7,280.53-	15,518.93
500-0810	RESERVE UNCOLLECTED WATER CHARGES	12,945.89-	7,280.53	9,853.57-	15,518.93-
500-0900	UNCOLLECTED SEWER CHARGES	27,976.73	20,930.13	20,025.67-	28,881.19
500-0910	RESERVE UNCOLLECTED SEWER CHARGES	27,976.73-	20,025.67	20,930.13-	28,881.19-
500-1008	UNCOLLECTED 2008 ROLLBACK TAX				
500-1009	UNCOLLECTED 2009 ROLLBACK TAX				
500-1010	UNCOLLECTED 2010 ROLLBACK TAX				
500-1011	UNCOLLECTED 2011 ROLLBACK TAX				
500-1012	UNCOLLECTED 2012 ROLLBACK TAX				

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10/15/14
FUND # -999

GL070
* TREASURER'S ACCOUNTABILITY *

CUMBERLAND CO
BALANCE SHEET
9/30/2014

PAGE 3
TIME 12:03

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
500-1013	UNCOLLECTED 2013 ROLLBACK TAX				
500-1014	UNCOLLECTED 2014 ROLLBACK TAX				
500-1099	RESERVE-UNCOLLECTED ROLLBACK TAXES				
	UNCOLLECTED TAXES		529,875.01	529,875.01-	
	COMMONWEALTH REIMB-PPTRA				
510-2008	COMMONWEALTH REIMB-2008				
510-2009	COMMONWEALTH REIMB-2009	871,184.55			871,184.55
510-2010	COMMONWEALTH REIMB-2010	869,792.33		522.75-	869,269.58
510-2011	COMMONWEALTH REIMB-2011	864,997.83		550.44-	864,447.39
510-2012	COMMONWEALTH REIMB-2012	877,631.02		616.88-	877,014.14
510-2013	COMMONWEALTH REIMB-2013	867,175.74		507.41-	866,668.33
510-2014	COMMONWEALTH REIMB-2014	880,437.68	586.35	1,757.29-	879,266.74
510-9999	ESTIMATED COMMONWEALTH RESERVE	5,231,219.15-	3,954.77	586.35-	5,227,850.73-
	COMMONWEALTH REIMB-PPTRA		4,541.12	4,541.12-	
			534,416.13	534,416.13-	
	STATE ACCOUNTS				
600-0000					
600-0173	UNCOLL. STATE INCOME TAX-2012				
600-0174	UNCOLL. STATE INCOME TAX-2013				
600-0185	UNCOLLECTED EST. STATE INC. - 2013				
600-0186	ESTIMATED STATE INCOME TAX-2014	1,477.00-	1,600.00	17,028.00-	16,905.00-
600-0190	RESERVE UNCOLLECTED STATE TAXES	1,477.00	17,028.00	1,600.00-	16,905.00
	STATE ACCOUNTS		18,628.00	18,628.00-	
			18,628.00	18,628.00-	
	DEBT FUNDS				
700-0000					
700-0151	CERT OF PARTICIPATION -ELEM 97	1,015,000.00			1,015,000.00
700-0221	LITERARY LOAN - ELEMENTARY SCHOOL	2,166,666.61			2,166,666.61
700-0222	HIGH SCH/MIDDLE SCH-SUNTRUST LOAN	18,850,000.00			18,850,000.00
700-0226	SEWER LOAN - FARMERS HOME ADM	1,405,905.07			1,405,905.07
700-0227	WATERLINE EXT LOAN-USDA	937,097.23			937,097.23
700-0231	COURTHOUSE LOAN-SUNTRUST	1,818,000.00			1,818,000.00
700-0236	PUBLIC FACILITIES NOTE-2009	4,325,000.00			4,325,000.00
700-0237	VPSA	8,186,778.00			8,186,778.00
700-0239	IDA RD LOAN-OES PROPERTY	1,910,484.22			1,910,484.22
700-0240	AMERESCO LOAN	1,049,071.00			1,049,071.00
700-0250	RESERVE DEBT FUND	41,664,002.13-			41,664,002.13-
	DEBT FUNDS				

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Transactions for DMV Select

October 2014

	# Transactions	Total \$	# Helped		# Transactions	Total \$	# Helped
1	46	\$1,835.88	7	17	28	\$1,659.82	4
2	39	\$2,186.89	4	18			
3	42	\$1,282.37	4	19			
4				20	24	\$1,198.35	9
5				21	22	\$660.99	6
6	26	\$1,671.01	9	22	36	\$4,079.78	5
7	19	\$694.50	4	23	27	\$3,248.00	4
8	26	\$1,805.41	4	24	36	\$1,443.34	5
9	18	\$448.15	12	25			
10	40	\$1,799.02	5	26			
11				27	42	\$1,338.09	4
12				28	23	\$860.75	6
13				29	34	\$2,005.35	5
14	43	\$1,723.96	7	30	49	\$2,837.49	3
15	23	\$1,846.24	5	31	70	\$3,190.55	10
16	24	\$688.41	5		737	\$38,504.35	127

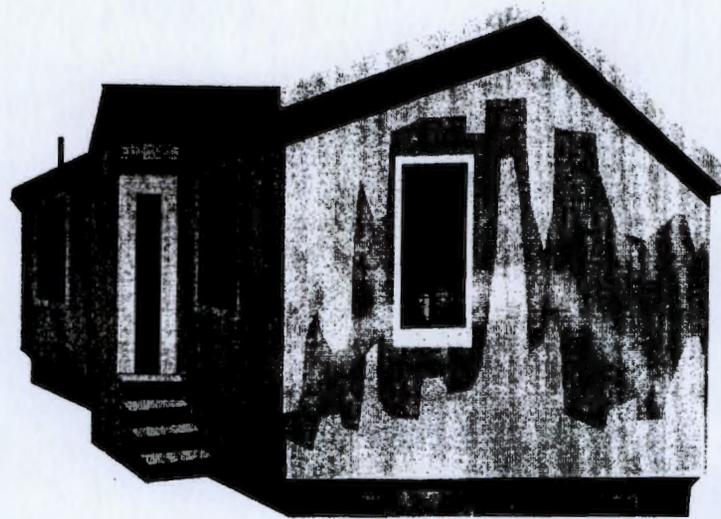
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MONTHLY RECYCLE TOTALS REPORT

PICK UP DATE	COUNTY			SCHOOL		
	PLASTIC/ALUMINUM	NEWSPAPER	PAPER	PLASTIC/ALUMINUM	NEWSPAPER	PAPER
10/6/2014	2 lbs. Plastic 1 lbs. Aluminum	5 lbs.	20 lbs.	9 lbs. Plastic 1 lbs. Aluminum	12 lbs.	71 lbs.
10/14/2014	5 lbs. Plastic 1 lbs. Aluminum	20 lbs.	30 lbs.	8 lbs. Plastic 1 lbs. Aluminum	20 lbs.	75 lbs.
10/20/2014	2 lbs. Plastic 0 lbs. Aluminum	14 lbs.	54 lbs.	4 lbs. Plastic 2 lbs. Aluminum	35 lbs.	110 lbs.
10/27/2014	0 lbs. Plastic 0 lbs. Aluminum	0 lbs.	5 lbs.	0 lbs. Plastic 0 lbs. Aluminum	0 lbs.	58 lbs.
MONTHLY TOTALS	9 lbs. Plastic 2 lbs. Aluminum	39 lbs.	109 lbs.	21 lbs. Plastic 4 lbs. Aluminum	67 lbs.	314 lbs.

CUMBERLAND COUNTY

**BUILDING INSPECTIONS
DEPARTMENT**



OCTOBER 2014

**MONTHLY
REPORT**

COUNTY of CUMBERLAND VIRGINIA

FOUNDED • 1749

Building Official's Office

Leland Leeds
Building Official

lleeds@cumberlandcounty.virginia.gov

Mackenzie Tale
Building Coordinator /
Assistant Planning & Zoning
Administrator

mtale@cumberlandcounty.virginia.gov

P.O. Box 110
Cumberland, VA 23040
(804) 492-9114 Phone
(804) 492-9224 Fax



www.cumberlandcounty.virginia.gov

October	Current Month 2013	YTD 2013	Current Month 2014	YTD 2014
Singlewides	1	10	0	4
Doublewides	2	8	0	4
Modular	0	5	0	4
New Homes	1	11	2	14
Ag & Exempt	0	4	2	2
Garages & Carports	0	13	2	20
Additions & Remodels	1	19	4	23
Misc	15	160	10	137
Commercial	6	34	2	21
Totals	26	263	20	226
Total Fees Collected	\$3,996.86	\$30,563.07	\$2,657.75	\$30,354.03
E-911 Fees Collected	\$24.00	\$168.00	\$0.00	\$166.00
Zoning Fees Collected	\$10.00	\$140.00	\$10.00	\$272.00
S & E Fees Collected	\$0.00	\$50.00	\$0.00	\$351.00
Total Estimated Value	\$587,181.00	\$4,362,251.00	\$1,079,550.00	\$5,429,472.00
Admin. Fees	\$0.00	\$110.50	\$10.00	\$10.00
CO's Issued	5	29	8	29

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Cumberland County Investment Summary

The following represents total County Funds through September 30, 2014.

Bank/Investment	Type	Fund	Interest Rate	Balance 9/30/14
C&F Bank	Checking	General	0.65%	\$ 807,370.18
C&F Bank	Checking	IPR	0.03%	\$ 14,049.43
C&F Bank	Money Market	General	0.30%	\$ 141,782.74
LGIP	Investment	General	0.10%	\$ 5,265.71
C&F Bank	Savings	Asset Forfeiture - State	0.08%	\$ 69,927.47
C&F Bank	Savings	IDA - DSR	0.08%	\$ 42,866.94
C&F Bank	Savings	Asset Forfeiture - Federal	0.08%	\$ 22,881.85
River Community Bank	Certificate of Deposit	General	1.14%	\$ 361,111.63
FirstBank	Checking	Water Reserve	0.15%	\$ 17,980.60
FirstBank	Checking	Sewer Reserve	0.15%	\$ 123,238.59
FirstBank	Checking	General	0.15%	\$ 103,978.36
Essex Bank	Certificate of Deposit	General	1.15%	\$ 2,357,301.96
New Horizon Bank	Checking	General	0.35%	\$ 679,944.34
C&F Bank	Checking	Governor's School	0.03%	\$ 443,202.34
C&F Bank	Savings	Asset Forfeiture - Federal	0.08%	\$ 2,706.36

At a meeting of the Cumberland County Board of Supervisors held at 6:30 p.m. on the 14th day of October, 2014, at the Cumberland County Circuit Court Room:

Present: William F. Osl, Jr., District 1
Lloyd Banks, Jr., District 2, Chairman
Kevin Ingle, District 3, Vice-Chairman
David Meinhard, District 4
Parker Wheeler, District 5
Vivian Giles, County Administrator / Attorney
Tracie Wright, Finance Director
Sara Carter, Planning Director

Absent: None

1. Call to Order

The Chairman called the meeting to order.

2. Pledge of Allegiance

The Pledge of Allegiance was led by Chairman Banks.

3. Roll Call

County Administrator, Vivian Giles, called the Roll.

4. Approval of Agenda

On a motion by Supervisor Osl and carried the Board approved the Agenda as amended:

MOVE 10. County Attorney/County Administrator's Report
f. County Projects update from 10f. to 12a.

NEW f. LEPC membership appointments

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

5. Adjourn into Closed Session

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

Pursuant to Virginia Code § 2.2-3711.A.5: New Business

Subject: Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' interest in locating or expanding its facilities in the community. Grant Applications, utilization of grant funds and negotiations with a business interested in locating in the Cumberland Business Park.

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

6. Reconvene in Open Session

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

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

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

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

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

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

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

No action was taken regarding the items discussed.

The Chairman adjourned to the 7p.m. regular meeting

7. **Public Comments**

Two citizens made comment that in times of medical emergency, there was no ambulance or emergency services personnel available. One citizen respectfully requested that the Board move the Resolution for Mr. Richard Foster, to the next item on the agenda.

8. Resolution in Memoriam of Mr. Richard E. Foster, Jr.

On a motion by Supervisor Osl, and carried unanimously, the Board approved a Resolution in Memoriam of Mr. Richard E. Foster, Jr.:

RESOLUTION

IN MEMORY OF

RICHARD E. FOSTER, JR.

WHEREAS, on behalf of our community, we wish to record our deep sorrow over the passing of Richard E. Foster, Jr.; and

WHEREAS, Richard E. Foster, Jr. served as an elected member of the Cumberland County Board of Supervisors, Central District, from January 1981 through December 1991; and

WHEREAS, Richard E. Foster, Jr. served as an elected member of the Cumberland County School Board from April 1973 through December 1980; and

WHEREAS, Richard E. Foster, Jr. served his country in the Armed Forces, served his community as a mail carrier for over fifty years and as an active member of Rocky Mount Baptist Church, and served the students of Cumberland County as a school bus driver for many years; and

WHEREAS, Richard E. Foster, Jr. gave freely and unselfishly

of his time and strength to each of the boards, committees and organizations on which he served; and

WHEREAS, Richard E. Foster, Jr. was abounding with personality and good humor, and was esteemed by his associates and loved by his many friends and acquaintances;

NOW, THEREFORE, BE IT RESOLVED that the Cumberland County Board of Supervisors honors the life and records the death of Richard E. Foster, Jr. and extends to the family its deepest sympathy.

BE IT FURTHER RESOLVED that the Board of Supervisors directs that a copy of this resolution be made a part of the permanent record of the official minutes of the Cumberland County Board of Supervisors and that a copy be given to the family.

Adopted the 14th day of October 2014.

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

9. Public Hearings

a) REZ 14-02 – Rt. 45 Cumberland Community Center

Planning Director, Sara Carter, informed the Board that a community center is being proposed in the county. Mr. Gary Singh and Mrs. Pilvinder Kaur seek to develop a 2.8 acre property at the northeast corner of Rt. 45S, Cumberland Road, and Rt. 631, Davenport Road. Currently, the property is zoned A-1, and the applicant is requesting that zoning be changed to B-1 for the purpose of having a recreation center. A list of adopted proffers offered by the applicant was provided to the Board, and it was explained that those

proffers addressed issues raised at the public hearing of the Planning Commission, such as lighting, noise, security, and rubbish. The Planning Commission recommended approval by a 3-2-1 vote held at their October 7, 2014 meeting.

The applicants and their representative were present at the meeting for questions. The applicant's representative and son, Mr. Amardeep Singh, spoke to the Board about the concerns of the citizens and the proffers offered by the applicants.

The Chairman then opened the public hearing. Two citizens spoke in opposition to the proposed rezoning stating that there was a better location than the one proposed for a community center. One citizen spoke in favor of the applicants and the proposed rezoning. With no other citizens wanting to speak, the Chairman then closed the public hearing.

On a motion by Supervisor Meinhard, and carried unanimously, the Board approved REZ 14-02:

BOARD OF SUPERVISORS
OF THE
COUNTY OF CUMBERLAND, VIRGINIA
RESOLUTION
RECOMMENDATION
FOR REZONING APPLICATION #14-02
TAX MAP PARCEL 65-A-62A

October 14, 2014

At a meeting of the Board of Supervisors of Cumberland County, Virginia, in the Cumberland County Courthouse Courtroom A, Cumberland, Virginia 23040 commencing at 6:30 p.m., October 14, 2014, the following action was taken following a duly held public hearing during which time County staff provided a review of the rezoning request, the applicant's representative and agents provided a review of the proposal and members of the public offered comment:

On a motion made by Supervisor Meinhard, it was moved that the Board of Supervisors of Cumberland County grant, in accordance with the following Resolution, the request to rezone from A-2, Agricultural to B-1, Business, the property described in said Resolution;

Following presentation of the Resolution, the Board of Supervisors adopted and approved the Resolution according to the votes stated below:

<u>Present:</u>	<u>Vote:</u>
Lloyd Banks, Jr., Chairman	aye
Kevin Ingle, Vice-Chairman	aye
David Meinhard	aye
William F. Osl, Jr.	aye
Parker Wheeler	aye
<u>Absent:</u>	none

WHEREAS, Mr. Gary Singh (the “Applicant”) filed a rezoning application and supporting materials (the “Rezoning Application”) seeking to rezone the property described below from A-2, Agricultural to B-1, Business in accordance with Chapter 74 of the Cumberland County Code of Ordinances (the “Zoning Ordinance”); specifically, the Applicant has requested the rezoning in order to allow for a recreation center on the property; and

WHEREAS, the subject property is located on the east side of Cumberland Road (Route 45) just north of Davenport Road, and more particularly described as Tax Map Parcel 65-A-62A (the “Property”), and is approximately 2.804 acres; and

WHEREAS, the Planning Commission duly advertised and held a public hearing on September 15, 2014; and

WHEREAS, the Planning Commission carefully considered the testimony and evidence presented at the public hearing in support or opposition to the proposed Rezoning Application; and

WHEREAS, in its review of the Rezoning Application, the Planning Commission gave reasonable consideration to numerous factors, including but not limited to the following: the existing use and character of the Property, the County’s Comprehensive Plan, the suitability of the Property for various uses, the trends of growth or change, and the current and future requirements of the County as to land use; and

WHEREAS, after discussion, staff presentation and due deliberation with respect to such information, including information and materials presented at the public hearing and at this meeting, the Planning Commission unanimously recommended approval to the Board of Supervisors with respect to the Rezoning Application, subject to the proffers submitted on September 17, 2014;

WHEREAS, the Board of Supervisors carefully considered the Planning Commission's recommendation and the testimony and evidence presented at the public hearing on October 14, 2014, in support or opposition to the proposed REZ Application and gave reasonable consideration to numerous factors, including but not limited to the following: the existing use and character of the Property, the County's Comprehensive Plan, the suitability of the Property for the proposed use, the trends of growth or change, and the current and future requirements of the County as to land for various purposes as determined by population and economic studies, the zoning standards more fully described in the Zoning Ordinance; and

WHEREAS, after discussion, staff presentation and due deliberation with respect to such documentation, information and data, including information and materials presented at this public hearing, the Board of Supervisors desires to affirm its findings and take action with respect to the REZ Application;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, as follows:

a. The foregoing recitals are hereby incorporated by this reference.

b. Upon consideration of the foregoing and the conditions and standards set forth in the Zoning Ordinance, the Board of Supervisors considers it appropriate to rezone the Property in accordance with the Rezoning Application.

c. The Board of Supervisors further finds that the request made in the Rezoning Application is in substantial accordance with the County's Comprehensive Plan.

d. The Board of Supervisors has also determined that the request made in the Rezoning Application furthers the general purpose and objectives of the Zoning Ordinance and would be beneficial and appropriate taking into consideration public necessity, convenience, general welfare and good zoning practice;

e. Upon consideration of the foregoing, the Board of Supervisors grants the request in Rezoning Application #14-02 to rezone the Property from A-2, Agricultural, to B-1, Business.

f. Further, the rezoning shall be subject to the voluntarily proffered conditions set forth in the Applicant's proffer statement titled "Statement of Proffer" and further identified by Tax Map Parcel 65-A-62A and provided to the Board of Supervisors and presented at this meeting; and provided, further, that a copy of said proffer statement shall be recorded in the Office of the Clerk of the Circuit Court for Cumberland County; that the covenants and restrictions in such proffers shall be placed on the deed or deeds of the Property; that the right-of-way easements shall be duly recorded on the deed or deeds of the Property; and that such filings shall take place prior to ninety (90) days after rezoning is granted or such rezoning shall be deemed null and void and the Property will revert to its prior status.

g. This Resolution is effective immediately.

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

b) CA 14-05 – Amendments to Manufactured Housing Ordinance

Planning Director, Sara Carter, informed the Board that staff became aware of issues in the Ordinance when a citizen came to replace a manufactured home on their lot. After research on changes in State Code, staff reviewed the County Code for compliance and found several places where the County Code does not match adopted State Code. Additionally, the changes proposed by the Planning Commission address the removal of existing manufactured homes when they are being replaced. The Ordinance change will allow applicants to accomplish this either by a removal bond or by delaying the issuance of a final certificate of occupancy until the original home is removed from the property.

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

On a motion by Supervisor Wheeler, and carried unanimously, the Board approved Code Amendment 14-05:

Mobile Home Replacement Issue:

From Chapter 42 (Manufactured homes)

Sec. 42-31. Purpose.

~~The purpose of this article is to allow for quiet and orderly installation of manufactured housing and mobile homes in permitted zones and to protect the health, safety or general welfare of the public.~~

Sec. 42-32. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Class A manufactured home means a multisectional unit built after July 1, 1976, placed on a permanent foundation, taxed as real estate, and resembling a site-built home.

Class B manufactured home means a single or multisectional unit, built after July 1, 1976, that does not meet all criteria of a class A manufactured home.

Class C manufactured home and mobile home mean a single-width manufactured home which does not meet all the criteria of a class A or class B manufactured home but satisfies the standards of quality, durability, and safety established under the National Manufactured Housing Construction and Safety Standards Act of 1974 as amended (42 USC 5401 et seq.) and the standards and regulations promulgated pursuant to such act. For the purposes of this article, any mobile home displaying the certification label as prescribed by the federal manufactured home construction and safety standards shall be deemed to satisfy the requirements of this article.

Dealer means any person engaged in the sale, leasing or distribution of manufactured homes primarily to persons who in good faith purchase or lease a manufactured home for purposes other than resale.

Farm operation means one or more parcels of land, either contiguous or separate, aggregating not less than 50 acres under constructive single ownership and/or management upon which the activity of agriculture is pursued in the production of natural fibers and food for human or animal consumption exclusive of forestry.

~~*Federal regulations* means the federal manufactured home procedural and enforcement regulations.~~

~~*Federal standards* means the federal manufactured home construction and safety standards.~~

~~*Imminent safety hazard* means a hazard that presents imminent risk of death or severe personal injury.~~

~~*Manufactured home* means a structure subject to federal regulations, which is transportable in one or more sections; is eight body feet or more in width and 40 body feet or more in length in the traveling mode, or is 320 or more square feet when erected on site; is built on a permanent chassis; is designed to be used as a single family dwelling, with or without a permanent foundation, when connected to the required utilities; and includes the plumbing, heating, air conditioning and electrical systems contained in the structure.~~

~~*Mobile home park* means a community of class B manufactured homes and, under certain conditions, class C manufactured homes on spaces that are leased or rented.~~

~~Sec. 42-33. Site regulations.~~

~~All manufactured homes must meet all area, setback, frontage, yard and height regulations required in the permitted zone.~~

~~Sec. 42-34. Water and sewage disposal.~~

~~(a) It shall be unlawful for any person or dealer to place or locate any manufactured home in the county unless such manufactured home is connected to an approved public water supply and sewage disposal system, or is connected to a water source and septic system which is approved by the state department of health.~~

~~(b) No permit shall be issued until the department of health shall furnish evidence to the county zoning~~

administrator that the manufactured home will meet the requirements of this section.

~~Sec. 42-35. Electrical services.~~

~~No person shall furnish electricity to any manufactured home in the county unless such person furnishing electricity has been notified by the county zoning administrator that the manufactured home is in compliance with all regulations.~~

~~Sec. 42-36. Mounting and anchorage.~~

~~All manufactured homes (regardless of date of manufacture) shall be mounted and anchored in accordance with instructions provided with the unit or by the methods in "The Virginia Industrialized Building Unit and Mobile Home Safety Regulations," adopted by the state corporation commission.~~

~~Sec. 42-37. Skirting.~~

~~The area between the bottom of the walls of the manufactured home and ground surface must be neatly skirted with material fabricated from metal, concrete, masonry, rigid vinyl or fiberglass; such skirts must be secured and installed in a manner to accommodate vibrations and wind and to prevent freezing.~~

~~Sec. 42-38. Single use or structure.~~

~~(a) A manufactured home, whether occupied, unoccupied, designated as a dwelling, or used for storage, must be the only dwelling or main building on a parcel, and no other main building shall be on the parcel except where permitted in sections [42-41](#) and [42-42](#)~~

~~(b) All individual class B and class C manufactured homes shall be located on lots or parcels of land which are not within a major subdivision of land required by the subdivision ordinance to be platted.~~

~~Sec. 42-39. Ingress and egress.~~

~~No means of ingress and egress may be established to serve the manufactured home until a driveway permit has been obtained from the state department of transportation. Points of ingress and egress must be established and maintained in accordance with the prevailing standards of state department of transportation.~~

~~**Sec. 42-40. Occupancy.**~~ 

~~The manufactured home may not be occupied until a certificate of occupancy has been issued by the building official of the county. No such certificate shall be issued until each and every condition set forth by federal, state and county regulations have been complied with.~~

~~**Sec. 42-41. Manufactured homes on farm operation.**~~ 

~~Notwithstanding regulations and uses set forth in this article applicable to manufactured home parks, there may be placed upon a farm operation in an agricultural zone, one manufactured home for the first 20 acres comprised by the farm operation and one additional manufactured home per each 20 acres not to exceed two manufactured homes per farm operation subject to the following conditions:~~

~~(1) *Head of household.* The head of the household who occupies each such manufactured home shall be gainfully employed full-time on the farm operation.~~

~~(2) *Reclassification.* If the land upon which each manufactured home is located shall be reclassified to a residential district, the affected manufactured homes shall be removed from the land and reclassified within 90 days following the effective date of the reclassification.~~

~~**Sec. 42-42. Mobile home parks.**~~ 

~~All mobile home parks shall be located in an R-MH zone and governed by the regulations of that zone.~~

~~**Sec. 42-43. Joined manufactured homes.**~~ 

~~Joined manufactured homes, as distinguished from double-wide premanufactured mobile homes, shall not be permitted in any zoning district. A joined manufactured home includes those units connected by decks, roofs or by any other structural means.~~

From 74-2 (Definitions):

Dwelling means any structure which is designed for use for residential purposes, except hotels, boardinghouses, lodging houses, tourist cabins, apartments and automobile trailers.

Dwelling, multiple-family means a structure arranged or designed to be occupied by more than one family.

Dwelling, single-family means a structure arranged or designed to be occupied by one family, the structure having only one dwelling unit.

Dwelling, two-family means a structure arranged or designed to be occupied by two families, the structure having only two dwelling units.

Dwelling unit means one or more rooms in a dwelling designed for living or sleeping purposes, and having at least one kitchen.

...

Manufactured home means a structure subject to federal regulation, which is transportable in one or more sections; is eight body feet or more in width and 40 body feet or more in length in the traveling mode, or is 320 or more square feet when erected on site; is built on a permanent chassis; is designed to be used as a single-family dwelling, with or without a permanent foundation, when connected to the required utilities; and includes the plumbing, heating, air conditioning and electrical systems contained in the structure.

~~*Manufactured home, class A* means a multi-sectional unit, placed on a permanent foundation, taxed as real estate, and resembling a site-built home.~~

~~*Manufactured home, class B* means a single or multi-sectional unit that does not meet all the criteria of a class A manufactured home.~~

~~*Manufactured home, class C* means an older unit that is not constructed to national safety standards; may be referred to as a mobile home.~~

~~*Mobile home* means a manufactured home that was built prior to July 1, 1976, and does not comply with federal standards; which is constructed on a chassis for towing to the point of use and designed to be used, with or without a permanent foundation, for continuous year-round occupancy as a dwelling; or two or more such units separately towable, but designed to be joined together at the point of use to form a single dwelling, and which is designed for removal to and installation or erection on other sites.~~

~~*Mobile home*~~ *Manufactured home park* means any area designed to accommodate two or more manufactured homes or mobile homes intended for residential purposes.

~~*Modular and prefabricated housing unit*~~ means an industrialized building assembly consisting of two or more standardized subassemblies, including the necessary electrical, plumbing, heating, ventilating and other service systems which are built to the Virginia Uniform Statewide Building Code standards, manufactured off-site and transported to the point of use for installation or erection, to a permanent foundation, as a finished building and not designed for removal to or installation, erection or assembly on another site.

From 74-4. Manufactured homes and Modular or prefabricated housing units.

Modular ~~or prefabricated~~ housing units are allowed in any zoning district that permits conventional dwellings. When replacing manufactured homes or modular housing units, no dual occupancy is permitted. Additionally, the unit being replaced shall be removed from the parcel no later than 60 days after the replacement manufactured home or modular housing unit is placed on the parcel. The Zoning Administrator shall either require a removal bond for the original unit (in the amount determined by the Zoning Administrator) or no permanent certificate of occupancy will be issued for the replacement unit until the original unit is removed.

From 74-132 (A-2 District)

Permitted uses and structures in the A-2 district are as follows:

- (1) Minor subdivisions, conventional;
- (2) Major subdivisions, cluster;
- (3) Single-family detached dwellings;
- (4) Two-family dwellings;
- (5) ~~Manufactured homes; classes A, B and C. Any mobile home which does not satisfy the criteria for class A, class B or class C manufactured home which is located in the county and is occupied on the effective date of the ordinance from which this section derives, shall be deemed to be a preexisting nonconforming use. In order to establish the existence of any such preexisting nonconforming use, the owner shall be required to identify the mobile home by title and county tax receipt or demonstrate that an occupancy permit was granted for the mobile home.~~

From 74-182 (RA-1 District)

Permitted uses and structures in the RA-1 district are as follows:

- (1) Minor subdivisions, conventional;
- (2) Major subdivisions, cluster;
- (3) Single-family detached dwellings;

(4) ~~Manufactured homes, class A;~~ Modular housing units

From 74-222 (R-1 District)

Permitted uses and structures in an R-1 district are as follows:

- (1) Minor subdivisions, conventional;
- (2) Major subdivisions, cluster;
- (3) Single-family detached dwellings;
- (4) Two-family dwellings;
- (5) ~~Manufactured homes, class A;~~ Modular housing units

From 74-262 (R-2 District)

- (1) Minor subdivisions, conventional;
- (2) Major subdivisions, cluster;
- (3) Single-family detached dwellings;
- (4) Two-family dwellings;
- (5) ~~Manufactured homes, class A;~~ Modular housing units

From 74-302 (R-3 District)

Permitted uses and structures in an R-3 district are as follows:

- (1) Minor subdivisions, conventional;
- (2) Major subdivisions, cluster;
- (3) Single-family detached dwellings;
- (4) Two-family dwellings;
- (5) ~~Manufactured homes, class A;~~ Modular housing units;

From 74-382 (R-MH District)

Principal permitted uses and structures in a R-MH district are as follows:

- (1) ~~One-family detached~~ manufactured housing.
- (2) Modular housing units.

- ~~(3) One-family detached multiple-section dwellings.~~
- ~~(4) One-family detached dwellings.~~

From 74-787 (Non-conforming uses)

(e) For the replacement or restoration of preexisting nonconforming manufactured homes the following shall apply:

(1) The replacement manufactured home shall comply with all building and construction codes in the Commonwealth of Virginia applicable to manufactured homes.

(2) The replacement manufactured home shall be located on the same parcel so as to comply with all current yard and setback requirements of the ordinance. ~~If the dimensions of the parcel are such that compliance is impossible, the replacement manufactured home shall meet the requirements of the board of zoning appeals regarding variances as provided in Code of Virginia, § 15.2-2309. The fee for this variance shall be waived.~~

~~(3) The manufactured home being replaced shall be removed from the parcel no later than 90 days after the replacement manufactured home is placed on the parcel.~~

~~(4) There shall be no dual occupancy when such manufactured homes are being replaced.~~

~~(5) The replacement manufactured home shall be located on the parcel not more than 90 days after removal of the manufactured home to be replaced.~~

~~(6) A removal bond (the amount of which to be determined by the zoning administrator) shall be required to ensure that if not removed within 90 days, the manufactured home being replaced can be removed at the owner's expense.~~

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

10. State and Local Department/Agencies

- a) Dr. Amy Griffin Superintendent of Cumberland County Schools

School Superintendent, Dr. Amy Griffin, informed the Board about the following:

- Cumberland is above the state average for graduation rates in general, for students graduating with an advanced studies diploma, and for students graduating with an associate's degree
- This week is homecoming week where students decorate the classrooms and lockers for spirit days.
- The carpentry students have been building a lot of the structures that are needed to house the animals that are on loan to the Agriculture Department
- Teachers and staff have been attending many professional development events
- Cumberland Animal hospital hosted a rabies vaccination day at the School Complex where the athletics department sold refreshments as a fundraiser
- The Middle School participated in pink day to bring awareness to breast cancer
- The Middle School now has a football team
- High School teacher, Mr. Pearman, is teaching Virginia's first Sports Officiating class. Successful students of the class will be certified officials.
- Three grants have been awarded recently. One for agriculture in the amount of \$500; A security grant that will provide for new cameras in the elementary school; and a Governor's youth leadership academy grant to provide leadership training to at risk-students during the summer
- The Schools CIP meeting was held a few weeks ago, and the School Board approved the plan. The CIP will be submitted to the Board of Supervisors for approval

- b) VDOT

There were no representatives present at the meeting.

- c) Cumberland Public Library, Director, Jennifer Beech

Library Director, Jennifer Beach, informed the Board that there is a new children's program on Wednesdays called Mother Goose on the loose. It is a national program designed for children ages 0-3 and is free to the public. The annual Christmas Tree lighting will be held on December 1, 2014 at 6:00 p.m.

11. County Attorney/County Administrator Report

- a) Consent Agenda

- 1) Approval of Bills for September and October 2014.
Approved bills for October 14, 2014 total \$278,983.90.
Ratified bills for August and September warrants total \$496,187.24 with check numbers ranging from 69043 to 69272. Direct Deposits total \$157,586.17.
- 2) Approval of Minutes (September 9, 2014)

On a motion by Supervisor Osl and carried unanimously, the Board approved the consent agenda as amended:

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

- b) Crossroads Community Services Board appointment

On a motion by Supervisor Meinhard and carried unanimously, the Board reappointed Supervisor Banks to the Crossroads Community Services Board:

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

- c) Approve refund of tax overpayment an interest to SBA Towers

On a motion by Supervisor Osl and carried unanimously, the Board authorized the Treasurer to issue a check for the refund of overpayment in taxes and interest to SBA Towers in the amount of \$14,267.09:

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

- d) Cooperative Extension Centennial Proclamation

On a motion by Supervisor Osl and carried unanimously, the Board adopted a Proclamation honoring the Centennial of the Smith-Lever Act establishing the Cooperative Extension:

**BOARD OF SUPERVISORS
OF THE COUNTY OF CUMBERLAND**

**PROCLAMATION HONORING THE CENTENNIAL OF THE
SMITH-LEVER ACT ESTABLISHING THE COOPERATIVE
EXTENSION**

OCTOBER 14, 2014

WHEREAS, The Smith-Lever Act of 1914 established the Cooperative Extension Service, a state-by-state national network of extension educators who extend the university-based research and knowledge to the people in the counties; and

WHEREAS, the Cooperative Extension System is a nationwide educational network that is a collaboration of federal, state and local governments and Virginia Tech and Virginia State University , the state's land-grant universities; and

WHEREAS, the mission of the Cooperative Extension System is to disseminate research-based information on topics as varied as nutrition and health, youth development, agriculture, horticulture, animal husbandry, small business and personal finance. Every U.S. state and territory has a central state Extension office at its land-grant universities, and county offices staffed by professionals; and

WHEREAS, Cooperative Extension of Cumberland County serves its residents through faculty and staff providing educational programs and research to meet the needs of the county; and

WHEREAS, for 100 years, the Smith-Lever Act has stimulated innovative research and vital educational programs for youth and adults through progressive information delivery systems that improved lives and shaped a nation; and

WHEREAS, Cooperative Extension educational programs in the areas of Family and Consumer Sciences, Agriculture and Natural Resources, 4-H Youth Development, and Community Viability have benefitted more than 2,500 producers, businesses, families and youth in Cumberland County.

NOW, THEREFORE, BE IT PROCLAIMED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF CUMBERLAND as follows:

That this Board, on behalf of the citizens of Cumberland County, recognizes the 100th Anniversary of the Smith-Lever Act that established Cooperative Extension. We honor and thank all the faculty and staff, past, present and future, of Virginia Cooperative Extension of Cumberland County who serve residents of all ages and backgrounds, and it is our hope that all residents continue to grow in awareness and support and reap the benefits of the programs and services provided by Virginia Cooperative Extension of Cumberland County.

Adopted this 14th day of October 2014.

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

e) Local Emergency Planning Committee Appointments

County Administrator/County Attorney, Vivian Giles, informed the Board that the membership of the Local Emergency Planning Committee (LEPC) needs to be restructured. Ms. Giles requested that the Board approve for appointment to the LEPC the citizens on the list that was provided to them. Once approved, the list will be submitted to the Virginia Emergency Response Council (VERC) for appointment. Ms. Giles informed the Board that the LEPC is an entity required under both federal and state law. The LEPC held its annual meeting on Thursday, October 9, 2014 at 6:00 p.m. at the Cumberland Fire Department, and is scheduled to meet again on January 8, 2015.

On a motion by Supervisor Meinhard and carried unanimously, the Board approved and recommended the following list of appointees to the Cumberland County Local Emergency Planning Committee:

- Mark Chambliss - Cumberland Volunteer Fire Department
- Michael Cholko – Virginia Department of Environmental Quality
- Vivian Giles – Cumberland County
- Darrell Hodges – Cumberland County Sheriff Department
- Eric Houghland – Bear Creek Lake State Park, Virginia Department of Conservation and Recreation
- Shawn Howard – Cumberland County Information Technology
- Kevin Ingle – Cumberland County Board of Supervisors
- Chip Jones – Cumberland County Public Schools
- Ilsa Loeser – The Farmville Herald
- Sgt. John Madding – Virginia State Police
- Dave Martin - Virginia Department of Health
- Tim Mullins – Colonial Pipeline
- Doug Newman – Centra Southside Community Hospital
- Dennis Ownby – Cumberland County Sheriff's Department
- Jessica Ownby – Cumberland County Department of Social Services
- Benjamin Pfeiffer – Cumberland Volunteer Rescue Squad
- Jennifer Roberts – Cumberland County Emergency Services
- Lou Seigel – Cumberland County resident
- Ruth Seigel – Cumberland County resident
- Scot Shippee – Virginia Department of Transportation

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

12. Finance Director's Report

a) Monthly budget Report

There was no discussion regarding the monthly budget report.

b) Revenue Appropriations

On a motion by Supervisor Wheeler and carried by the following vote, the Board approved the Revenue appropriations:

- \$125,000 for refund of Tobacco Commission grant funds
- \$31,000 - CCPS "Plugged-in VA" Grant

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

c) Request for appropriation of Utility Funds

Per the Board's request, Utilities Worker, Bryan Saxtan, obtained two quotes for inspection of the County's manholes. Finance Director, Tracie Wright, informed the Board that based on the two quotes that were received, and the figures that were given by the Board's approval, \$9,270 will need to be appropriated from the General Fund Reserve to the Utilities Fund to cover the cost of the inspections. The County can supplement the Utility Fund, but the Utility Fund cannot supplement the General Fund.

On a motion by Supervisor Osl, and carried unanimously, the Board approved for purposes of this

expenditure an appropriation of funds from the Utility Reserve Fund in the amount of \$9,270.00. It was discussed that if at the end of the fiscal year the Utility Fund was in need of additional funds, monies from the General Fund could be transferred and appropriated at that time.

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

13. Planning Director’s Report

a) County Project update

There was no discussion on the current county projects.

b) Bodacious Report

Planning Director, Sara Carter, informed the Board that the old Dominion Four Wheel Drive Club is provisionally in compliance with the Conditional Use Permit for the September 2014 event, pending payment within 30 days.

c) Stormwater Memo

Planning Director, Sara Carter, informed the Board that with the adoption of the changed Virginia Stormwater Management Program (VSMP) at the state level last March, staff anticipated a very small staff role in stormwater regulation. However, with new legislation, the instruction that staff is receiving has changed substantially.

Staff is working with other localities and agencies in the region and the state, as well as contacting DEQ with concerns. The interpretation by DEQ seems to render meaningless the

option selected by the County to have DEQ administer the stormwater management programs.

On a motion by Supervisor Osl and carried, the Board directed staff to draft a letter to DEQ to be signed by the Chairman opposing the DEQ interpretation:

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

d) Set public hearing for Poultry Processing CA 14-07

On a motion by Supervisor Meinhard and carried unanimously, the board set CA 14-07 for public hearing on November 18, 2014:

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

14. Old Business

a) Closed Session

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

Pursuant to Virginia Code § 2.2-3711.A.1: Personnel

Subject: Salary and compensation review to consider a compensation evaluation request.

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

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

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

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

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

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

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

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

motion convening the closed meeting were heard, discussed or considered by the Board of Supervisors of Cumberland County.

No action was taken regarding the items discussed.

15. New Business

a) Appointment to DSS Board

On a motion by the Chairman and carried unanimously, the Board appointed Mrs. Ruth Seigel to the Cumberland Department of Social Services Board:

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

16. Public Comments (Part 2)

There were no citizens signed up to speak.

17. Board Member Comments

Supervisor Osl stated that the Board takes citizen concerns into consideration in the decision making process, and that the Board wants Cumberland to be open for business.

Supervisor Ingle stated that he canvassed the citizens of District 3 and District 4 in regards to the proposed Community Center, and that the majority of those comments received were in support of the rezoning.

Supervisor Wheeler stated that he has all the confidence in the world that the Planning Commission will conduct research to ensure the decisions are made for the good of all.

Supervisor Meinhard thanked the citizens in attendance. He also commented on some of the negative comments that have been made in reference to the proposed zoning request.

18. Additional Information

- a) Treasurer's Report
- b) DMV Report
- c) Recycling Report
- d) Building Inspections Report
- e) Building Inspections ISO Audit
- f) Notification of Road Closure
- g) project:HOMES update

19. Adjourn -

On a motion by Supervisor Banks and carried, unanimously, the Board adjourned the meeting until the next regular meeting on November 18, 2014 at 7:00 p.m. in the Circuit Courtroom, Cumberland Courthouse.

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

Lloyd Banks, Jr., Chairman

Vivian Giles, County Administrator/County Attorney