



CUMBERLAND COUNTY BOARD OF SUPERVISORS

Regular Monthly Meeting
Cumberland County Circuit Courtroom A
Cumberland, VA

Agenda

July 08, 2014

Regular Meeting – 7:00 p.m.

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Agenda** **Motion**
5. **Set/Ratify Public Hearings**
 - a. Lease of Real Property (71 Community Center Drive, Department of Social Services) **Motion**
 - b. CA 14-02 – Add mini storage as conditional use in R-2 **Motion**
 - c. CUP 14-03 Dunn – Add Automobile garage as a conditional use in R-2 **Motion**
 - d. CUP 14-04-Thompson – Conditional use for mini-storage in A-2 **Motion**
6. **Public Hearing**
 - a. Lease of Real Property (71 Community Center Drive, Department of Social Services) (pg. 1-17) **Motion**
 - b. VDoT SSYP (pg. 18-21) **Motion**
 - c. CA 14-02 – Add mini storage as conditional use in R-2 (pg. 22-28) **Motion**
 - d. CUP 14-03 Dunn – Add Automobile garage as a conditional use in R-2 (pg. 29-32) **Motion**
 - e. CUP 14-04-Thompson – Conditional use for mini-storage in A-2 (pg. 33-36) **Motion**
7. **Public Comments (Part one)**
8. **State and Local Departments/Agencies/Community Service Providers**
 - a. Dr. Amy Griffin, Superintendent of Cumberland County Public Schools **Information**
 - b. VDOT **Information**

9. **County Attorney/County Administrator Report**
 - a. Consent agenda **Motion**
 - i. Approval of bills
 - ii. Monthly Budget Report (pg. 37-47)
 - iii. Approval of Minutes (6/10/14 and 6/24/14)
 - b. Resolution of Appreciation – Leigh McCrea (pg. 48) **Motion**
 - c. VGA Resolution in support of natural gas pipelines (pg. 49-50) **Motion**
 - d. Resolution – BB&T Credit Card Account (pg. 51-53) **Motion**
 - e. Resolution in support of IDA grant application (pg. 54) **Motion**

10. **Finance Director's Report**
 - a. Revenue Appropriations (pg. 55-57) **Motion**
 - b. Budget Transfers (Handout) **Motion**
 - c. Sheriff Department Expenditure Requests
 - i) Purchase tazers **Motion**
 - ii) CCES Parking Lot **Motion**

11. **Planning Director's Report**
 - a. County Project updates (pg. 58-59) **Information**
 - b. Bodacious Report (pg. 60-67) **Information**

12. **Public Comments (Part two)**

13. **Board Members Comments**

14. **Additional Information – (pg. 68-75)**
 - a. Treasurer's Report
 - b. DMV Report
 - c. Recycling Report
 - d. Building Inspections Report

15. **Adjourn – Regular Meeting – August 12, 2014**

Deed of Lease

This DEED OF LEASE (the "Lease") is dated the 1st day of July, 2014, between **CUMBERLAND COUNTY, VIRGINIA**, a public body politic and political subdivision of the Commonwealth of Virginia, as **Grantor** ("Landlord"), and the **CUMBERLAND COUNTY DEPARTMENT of SOCIAL SERVICES**, as **Grantee** ("Tenant"), recites and provides as follows:

WITNESSETH

Recitals

Landlord desires to lease the Premises, as defined below, to the Tenant and Tenant desires to lease the Premises from the Landlord, as more fully set forth below.

Lease

NOW THEREFORE, in consideration of the foregoing recitals, which shall constitute a part of this Lease, and the following agreements and undertakings, and other good and valuable consideration, the receipt and adequacy of which is acknowledged, Landlord and Tenant agree as follows:

- 1. PREMISES.** Landlord leases to Tenant the following property or premises (the "Premises"), together with full rights of ingress and egress, in the County of Cumberland, Virginia. The Premises are more particularly described as:

Approximately 6,450 square feet of classroom space located in Pod B at The Cumberland Community Center (the "Center"), 1874 Anderson Highway, Cumberland, Virginia 23040, inclusive of the exclusive use of 6,450 square feet of classroom space and the non-exclusive use of the Common Areas, described below, and the non-exclusive use of 15 currently existing parking spaces located in the parking lot adjacent to Forest View Road and 30 parking spaces located adjacent to Pod B.

A floor plan of the Premises is attached and incorporated herein as Exhibit A and also more fully describes the areas of exclusive use of the Premises. Tenant also has available the non-exclusive use of the improved and unimproved surface areas of the Center, more fully described as grass fields, sidewalks, the bus loop, the road and parking area adjacent to Anderson Highway in the front of the Center, and the parking lot adjacent to Forest View Road (the "Common Areas"). Neither Tenant, nor anyone under the direction, control or supervision of Tenant shall access or occupy any other facility, building, or structure at the Center. Any further or future renovations, expansions, improvements, or additional appurtenances of the Premises or Common Areas are excluded from the Lease and will be provided for use by Tenant under separate agreement.

2. **USE OF PREMISES.** The Premises are to be used and occupied by Tenant for office use or for such purpose or purposes as Tenant may now or hereafter be empowered or authorized by law to use same. Provided, however, that use of the Premises by Tenant for other than the uses in the preceding sentence shall be submitted to Landlord in writing for prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

3. **TERM.**

(a) The initial term of this Lease (the "Initial Term") shall be five (5) years, beginning on July 1, 2014 (the "Commencement Date") and terminating on July 31, 2019 (the "Termination Date").

(b) Landlord warrants that Landlord alone, at the time this Lease is executed, has the right to lease the Premises, without the consent of any other party. It is expressly understood and agreed that this covenant by the Landlord constitutes a warrant. If Landlord does not have this right, then Tenant, in addition to any other remedy available at law or in equity, may immediately declare this Lease null and void from its inception and of no force and effect, without notice. In such event, no rent shall accrue or be deemed to have accrued for the term of this Lease, or for any part of the term.

4. **RENT.**

(a) Tenant shall pay rent (the "Rent") in the annual aggregate amount of \$24,000 (\$3.72 per square foot) in equal monthly installments of \$2,000 payable in advance on or before the tenth day of each consecutive calendar month. In the event Tenant shall fail to pay rent on the due date, a late fee of two percent (2%) of the monthly rent shall be added to the rental for each such late payment, and the same shall be treated as additional rent. No deposit is required for Tenant. Increases in rent or costs of services (if needed) shall be negotiated on the anniversary of the Commencement Date. The payment of all Rent shall be made payable to Landlord and mailed to:

Ms. Vivian Seay Giles
County Administrator
P.O. Box 110
Cumberland, VA. 23040

or to such other person or entity or at such other address as Landlord may designate from time to time by written notice to Tenant.

(b) When appropriate, all payments to be made by Lessee pursuant to this Lease shall be apportioned and prorated as of the Commencement Date and the Termination Date or as of the date of an earlier termination pursuant to this Lease.

- (c) Any payment due Landlord, whether a reimbursement or otherwise, shall be a continuing obligation of Tenant pursuant to the terms of this Lease and shall survive the termination of the Lease and the right of Tenant to retain possession of the Premises.

5. POSSESSION, COVENANTS AND CONDITION OF PREMISES.

- (a) Landlord shall deliver quiet possession of the Premises to Tenant on the Commencement Date and shall provide quiet enjoyment of the Premises to Tenant during the Initial Term, and any Renewal Terms or extensions thereof.
- (b) On the Commencement Date, Landlord shall deliver the Premises to Tenant in good repair and in a condition suitable to the use for which it is leased.
- (c) Landlord, and its employees, agents and contractors, shall have the right to enter and pass through any part of the Premises, without prior notice, to perform its obligations in this Lease, including but not limited to those set forth in Section 6 below, and in the case of an emergency. If Landlord, or Landlord's employees, agents or contractors, must enter the Premises in the case of an emergency, then as soon as practicable before or after such emergency entrance, Landlord, or Landlord's agent, shall contact the Cumberland County Director of Social Services. If any such entry occurs during hours of regular business activity, pursuant to the above Section 2, then Landlord, or Landlord's employees, agents or contractors, shall contact Tenant's office to be escorted by Tenant or Tenant's employee prior to entry.
- (d) Tenant covenants to comply with all statutes, codes, ordinances, rules and regulations applicable to the premises and Tenant's use thereof. Tenant shall notify Landlord of its non-compliance thereof within ten (10) days of discovery, claim or invoice to Tenant by third-party of any claims or allegations of such noncompliance.
- (e) Tenant shall give Landlord reasonable notice of any injury, damage, destruction or occurrence affecting the Premises. Tenant shall give Landlord reasonable notice of any injury, damage, destruction or occurrence affecting the Common Areas for which Tenant, its students, staff or others for whom it directs, controls or supervises is responsible. Notwithstanding this provision, Tenant shall not be required to give Landlord such notice for any injury, damage, destruction or occurrence in an amount less than \$50.
- (f) Landlord covenants and agrees that it will not represent to any third party, including potential investors that, by virtue of making available facilities and providing services to the Tenant, it is in any way endorsing or has in any

way approved or disapproved of the Tenant, its management, business plan, valuation or any other matter regarding the Tenant, its operations or use of the Premises.

- (g) The Tenant acknowledges that the Tenant has inspected and examined the Premises and that the Premises and the Common Areas are in acceptable condition to Tenant. Upon execution of this Lease, Tenant shall assume the risk of any adverse matters otherwise not covered in this Lease, including, but not limited to, zoning for its use, obtaining all necessary permits and approvals, including, without limitation, a certificate of occupancy. Therefore, the Tenant hereby accepts the Premises in an "as is" condition and acknowledges that the Landlord has not made any express or implied warranties with respect to the Premises.

6. MAINTENANCE.

- (a) Landlord warrants that on the Commencement Date, the Premises and all its equipment, including the plumbing, heating, ventilation and air conditioning equipment and systems shall be in good repair and good working order.
- (b) It shall be the sole responsibility and obligation of Landlord, at its expense and in accordance with applicable laws, technical publications, manuals and standard procedures, to properly maintain, repair and replace all the structural portions of the Premises, including foundation, sub-floor, structural walls and roof. Tenant, in its sole responsibility, obligation and expense, shall keep the Premises and all equipment including non-trade fixtures in good working order and shall perform any required repairs, replacement and maintenance, and shall keep all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature affixed to or serving the Premises in good repair, condition and working order.
- (c) All necessary or required maintenance, repairs and replacements to the Common Areas shall be the sole responsibility and expense of Landlord. Landlord's maintenance responsibilities shall include the supply and replacement of all supplies, materials and equipment necessary for such maintenance.
- (d) Notwithstanding the above Section 6(c), Tenant shall be obligated to make any repairs to the Common Areas due to damage caused by the negligent or willful acts of Tenant, or its agents, employees, contractors or others under Tenant's direction, control or supervision.
- (e) When and as snow and/or ice removal become necessary, Landlord shall promptly remove all snow and ice from all walkways, loading areas, common areas, and parking areas.

- (f) Tenant shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other fixtures, facilities and appliances in the Premises, and Tenant shall be responsible for any damage caused by its failure to comply with this requirement. Tenant shall give the Landlord prompt notice of any such damage to the Premises and Tenant shall be responsible for any damage caused its failure to comply with such notice requirement.
- (g) Nothing in this Section 6 shall be construed to require Landlord to maintain, repair or replace equipment, appliances, trade fixtures or the personal property of Tenant that Tenant purchases, installs, affixes or otherwise uses after the Commencement Date or that will remain or remains the property of Tenant after the Initial Term. Landlord shall bear no liability or cost for the expense, upkeep, or installation of such Tenant equipment, appliances, trade fixtures or personal property.

7. DAMAGE OR DESTRUCTION OF THE PREMISES.

- (a) If the Premises (including all improvements and alterations thereon, whether made by Landlord or Tenant) shall be damaged or destroyed by fire, the elements, unavoidable accident or other casualty, whether in whole or in part, the Landlord shall have the option either (i) to repair, reconstruct or restore the Premises within a reasonable time to its prior condition; or (ii) to terminate this Lease by written notice to Tenant. In the event of such loss by fire or other casualty, Landlord shall have a reasonable time to ascertain the extent of the damage and the cost of replacement and repair and shall properly thereafter notify Tenant of its election.
- (b) From the date such damage or destruction occurs to the date when all repairs and rebuilding are complete, the Rent and all other charges due under this Lease shall be reduced by the same percentage of the Premises which, in Landlord's reasonable judgment, cannot be economically or practically used for the Intended Use.

8. ALTERATIONS BY THE TENANT.

- (a) Tenant, at its sole cost and expense, may make alterations and additions to the Premises, as Tenant deems proper. Tenant, however, shall not make any structural alterations of the roof, foundation or exterior walls without the prior written consent of Landlord. Tenant, at its sole cost and expense, may install fixtures, partitions and make such other improvements as Tenant may deem proper and the title and ownership of materials used in such alterations and additions, and all fixtures, partitions, and other improvements made and/or installed by Tenant shall remain in Tenant.

- (b) If any mechanics' or materialmen's liens are filed arising from any work by Tenant with respect to the Premises, Tenant shall satisfy or otherwise remove such liens of record from the Premises within ten (10) days of notification thereof by Landlord, at Tenant's sole cost and expense, by the payment thereof or by filing any bond required by law or Landlord. Tenant shall defend, indemnify and hold harmless Landlord from any costs, including, without limitation, reasonable attorney's fees, incurred by Landlord as result of claims of mechanics' or materialmen's liens from any work by Tenant.
- (c) Upon the termination of this Lease, Tenant shall, at its option, (i) remove any trade fixtures, equipment, alterations, and improvements installed by it on the Premises and repair any damage caused by such removal, at its expense or (ii) with the prior written consent of the Landlord, leave all such alterations and improvements on the Premises (except for its moveable trade fixtures, furniture and equipment), in which event all such alterations and improvements shall become the property of Landlord who shall accept full liability and responsibility therefore.

9. UTILITIES AND SERVICES; INSURANCE; TAXES.

- (a) Landlord shall provide, at Tenant's expense, the following utilities and services for the Premises: water and sewer. Tenant shall be responsible for electricity, interior trash removal, telephone, telecommunication, internet or any other utility service to the Premises beyond those identified in the previous sentence. If Landlord or Landlord's agent interrupts, discontinues or causes the interruption or discontinuation of any of its utilities or services, then Tenant, in addition to any other remedy available under the law, shall be entitled to deduct from the Rent, or other payments otherwise due to Landlord under the terms of this Lease or any renewal or extension thereof, either (i) the per diem rental for each day that the Premises are rendered unsuitable for use due to Landlord's failure to provide such utility or service, or (ii) the actual cost to provide the utility or service if not provided by Landlord.
- (b) Landlord shall be responsible for all real estate taxes or charges in lieu of taxes applicable to the Premises.
- (c) Landlord, at Landlord's expense, shall keep the Premises and the Building insured against damage by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature and casualty loss, under a broad form extended coverage or similar property loss policy. The policy shall cover at least eighty percent (80%) of the replacement cost of the Premises and the Building. In addition, Landlord shall maintain broad form general commercial liability insurance sufficient to ensure reasonable financial responsibility in the event of liability for injury, loss or damage at the

Premises, the common areas and facilities. In no event shall the limits of such insurance be considered as limiting the liability of Landlord under the Lease.

- (d) Tenant covenants and agrees to maintain at Tenant's expense, during the full term of this Lease, public liability insurance in the sum of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate for liability resulting from injury and/or death and for liability resulting from damage to property, occurring in or on the Premises or Common Areas during the term hereof. Such policy or policies of insurance shall name Landlord as an additional insured as to claims and liabilities arising out of Tenant's acts or omissions, including by those whom Tenant directs, controls or supervises. Evidence of such insurance shall be delivered to Landlord upon request. Tenant also agrees to carry workmen's compensation insurance and employer's liability insurance, if applicable, in amounts sufficient to satisfy the statutory requirements of the state where the Premises and Common Areas are located. The policy limits set forth herein shall be subject to periodic review, and Landlord reserves the right to require that Tenant increase the liability coverage limits if, in the reasonable opinion of Landlord, the coverage becomes inadequate and is less than commonly maintained by tenants of similar buildings in the area making similar uses. All the insurance required under this Lease shall be issued by insurance companies authorized to do business in the Commonwealth of Virginia with a financial rating of at least an A-B+ as rated in the most recent edition of Best's Insurance Reports and in business for the past five years. The limit of any such insurance shall not limit the liability of Tenant hereunder. Landlord makes no representations to Tenant that the limits or forms of insurance coverage required of Tenant and specified in this Section 9 are adequate to insure Tenant's property or Tenant's obligations or assumption of contractual liability under this Lease, and the limits of any insurance carried by Tenant shall not limit its duties and obligations under this Lease. In no event shall the limits of such insurance be considered as limiting the liability of Tenant under this Lease.
- (e) Tenant shall obtain and maintain during the period of this Lease insurance covering its automobiles, fixtures, equipment, merchandise, all leasehold improvements, inventory, and all other items of property on the Premises, in an amount equal to not less than one hundred percent (100%) of the full replacement value thereof and insuring against fire and all risk, perils coverage as provided by standard all risk coverage endorsement protecting Tenant and Landlord as insured as their respective interests appear. Such public liability insurance shall name the Landlord and its successors and assigns as additional insured's, as their interest may appear.
- (f) Landlord shall keep and maintain a policy of insurance on the building on the Property against loss or damage by fire and other risks now embraced by so-

called broad form "all-risk" coverage in an amount not less than 100% of the then full replacement value of the insurable portion of the Property. Such "all risk" policy shall name the Landlord, and its successors and assigns, as additional insured's and the Landlord as the loss payee, pursuant to the loss payee clause. Tenant shall pay to Landlord all of the cost of maintaining such insurance within ten (10) days of Landlord's written notice to Tenant therefore. If Tenant fails to reimburse Landlord for the cost of such insurance within ten (10) days after Tenant receives from Landlord a statement setting forth such cost, then the cost to Landlord of performing the same shall be deemed additional Rent.

- (g) Tenant shall, within ten (10) days of the Commencement Date, deliver to Landlord a certificate of insurance and a receipt evidencing that the insurance required by this Lease is paid in full and in full force and effect. No insurance required by this Lease shall be cancelable except after thirty (30) days notice to Landlord. All insurance required by this Lease may be carried under blanket policies maintained by the Tenant or may be carried under a combination of primary insurance and umbrella coverage.
- (h) Each policy required hereunder shall provide that it shall not be cancelable without at least thirty (30) days' prior written notice to Landlord and each policy shall be issued by an insurer licensed to do business in the Commonwealth of Virginia and rated satisfactory to Landlord. Each policy required hereunder shall have attached thereto an endorsement to the effect that no act or omission of Tenant shall affect the obligation of the insurer to pay the full amount of any loss sustained. Each policy shall be in such form as Landlord may from time to time reasonably require.
- (i) If Tenant shall fail, refuse or neglect to obtain such insurance or maintain it, or to furnish Landlord with satisfactory evidence that it has done so and satisfactory evidence of payment of the premium of any policy, Landlord shall have the right, at Landlord's option, to purchase such insurance and to pay the premiums thereon or to pay the premiums on insurance for which Tenant should have paid. All such payments made by Landlord shall be recoverable by Landlord from Tenant on demand therefore and shall be deemed additional Rent hereunder.

10. **CONDITION OF AND ACCESS TO COMMON AREAS.** Landlord, at Landlord's sole expense, shall maintain in a good condition, all common areas and common facilities, including all walkways, parking areas, and all related exterior lighting, to be used by Tenant in common with other tenants. If Landlord fails to maintain such areas or facilities in a good condition, or to make all repairs and/or improvements within a reasonable time after written notice, then Tenant may terminate this Lease or proceed to make repairs or improvements.

11. ACCESSIBILITY BY PERSONS WITH DISABILITIES.

- (a) In addition to any other requirements or covenants in this Lease, and at all times during the Term, option and any renewal terms, Landlord covenants that, as to the Premises, the common areas and the parking facilities of the Building, it has fully complied, or will comply, to the fullest extent required by law, with:
- (i) the facilities accessibility laws, regulations and standards required by the "Americans With Disabilities Act of 1990", including Titles II and III thereof, and the regulations and standards promulgated thereunder, including the regulations promulgated by the U.S. Department of Justice (28 CFR Chapter 1, Part 36 and the Standards for Accessible Design Pt. 36, App. A-entitled "ADA Accessibility Guidelines for Buildings and Facilities"), as amended, and
 - (ii) the minimum requirements of the Virginia Uniform Statewide Building Code (VUSBC), Volume I-New Construction, as amended, pertaining to access by the physically handicapped and aged persons, including Chapter 11 ("Accessibility") of said VUSBC, which, in part, incorporates the regulations and referenced standards of the U.S. Department of Justice identified above.

To the extent the minimum requirements of the VUSBC are more restrictive than applicable federal requirements, the more restrictive of the two shall control. Landlord further covenants that, following the date of execution of this Lease, all alterations of the Premises and common areas, including parking facilities, shall be undertaken by Landlord in such a manner that the ADA and the regulations and standards promulgated thereunder and the VUSBC are fully complied with to the extent required by law and as herein provided.

Tenant may discover that an element of the Premises, or the construction or design of the Premises, as well as the other facilities areas noted above, or alterations thereto, are not in compliance with the requirements herein set forth, including the referenced standards or guidelines pertaining to the ADA. In such event, Tenant shall promptly notify Landlord (or Landlord's agent) in writing detailing both the requirement and the noted deficiency and specifying the action required to bring about compliance. Should the Landlord fail within thirty (30) calendar days following such notice to comply or to propose in writing an alternative for compliance which the Tenant deems acceptable, or, alternatively, fail to convince the Tenant that compliance is not required, either because such accommodation as would otherwise be required would constitute an undue hardship when measured against the financial resources of the Landlord or because the facilities are

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nevertheless accessible and usable by individuals with disabilities, then Tenant may undertake with its own resources to accomplish the work needed to achieve such compliance and may deduct the reasonable costs of such accommodation from the rents or other sums then otherwise due Landlord under the terms of this Lease, option and any renewal terms, or may terminate this Lease by giving three months' written notice to Landlord.

- (b) The foregoing provisions of this Section, as applied to Landlord, shall not apply to trade fixtures used or installed by Tenant or Tenant's layout of such trade fixtures or to any alternations to Premises performed under this Lease by Tenant.

12. INDEMNIFICATION AND WAIVER OF CLAIMS; GOVERNANCE; SUBORDINATION.

- (a) The Tenant, as indemnitor, shall save, defend, hold harmless, and indemnify Landlord and any of its successors and assigns, or any of them, from any and all suits, actions, damages, liability, cost and expenses (including, without limitation, reasonable attorneys' fees) arising from or out of any act or failure to act of the Tenant, its assignees, tenants, sub-tenants, agents, servants, employees, visitors or licensees, in or on the Premises or Common Areas, arising out of or in connection with the Tenant's continued possession, use and occupancy of the Premises, or resulting from any other claim, investigation, suit, demand, action or complaint or any other cause made by any party hereto or any third party, including, without limitation, Tenant, against Landlord or Tenant based, in whole or in part, on the Tenant's possession, use and occupancy of the Premises. Tenant's indemnification obligation hereunder shall be unlimited. Landlord and Landlord's agents, employees, and contractors shall not be liable for, and Tenant hereby releases Landlord from all claims for damage to person or property sustained by Tenant or any person claiming through Tenant resulting from fire, accident, occurrence or condition in or about the Premises or Common Areas which is not due to the gross negligence of the Landlord or to a breach by Landlord of its duties under this Lease. Further, all personal property of Tenant in the Premises shall be at the sole risk of Tenant.
- (b) This Lease shall be governed by, and construed according to, the laws of the Commonwealth of Virginia. The parties choose the Cumberland County, Virginia, as the venue for any action instituted pursuant to the terms of this Lease.
- (c) This Lease is subject and subordinate to any mortgage, deed of trust or deed to secure debt (each, a "Mortgage") and to any renewals, modifications, increases, extensions, replacements, and substitutions of any Mortgage now or hereafter affecting the Premises. This provision shall be self-operative and no further instrument of subordination shall be required; provided, however, that Tenant agrees to execute and deliver, upon request, such

further instrument(s) in recordable form concerning this subordination as may be requested by Landlord, or the holder of any Mortgage; and, in the event Tenant fails or refuses to execute and deliver such subordination within ten (10) days following written request by Landlord, Tenant irrevocably constitutes and appoints Landlord as its attorney-in-fact to execute and deliver the subordination, it being stipulated that such power of attorney is coupled with an interest and is irrevocable. Notwithstanding the foregoing sentence, any failure or refusal to execute and deliver such subordination shall constitute a default by Tenant under this Lease. Upon request of Tenant, Landlord shall use his best efforts to obtain and furnish to Tenant a non-disturbance agreement from any present mortgage or beneficiary of any deed of trust superior to this Lease.

13. **REPORT OF OCCUPANCY.** Tenant shall, within fifteen (15) days after receipt of a written request by Landlord, submit to Landlord, or its designee, a written Report of Occupancy specifying: (i) the date of possession of the Premises by Tenant, (ii) whether this Lease is in full force and effect, (iii) whether there have been any modifications to the Lease, and if there have been, a description of all such modifications, and, (iv) whether Tenant has knowledge of any default hereunder on the part of Landlord, or if it does have such knowledge, a description of any such default.
14. **CONDEMNATION. [Reserved]**
15. **MUTUAL WAIVER OF SUBROGATION.** Landlord and Tenant each hereby release the other from any and all liability or responsibility to the other, or to any other party claiming through or under them by way of subrogation or otherwise, for any loss or damage to property caused by a casualty which is insurable under the standard fire and extended coverage insurance. Landlord and Tenant agree that all policies of insurance obtained by them pursuant to the terms of this Lease shall contain provisions or endorsements thereto waiving the insurer's rights of subrogation with respect to claims against the other, and, unless the policies permit waiver of subrogation without notice to the insurer, each shall notify its insurance companies of the existence of the waiver and indemnity provisions set forth in this Lease.
16. **OPTION, TERMINATION, RENEWAL, AND HOLDOVER.**
 - (a) Options. Reserved.
 - (b) Termination. Reserved.
 - (c) Renewal. The term of this Lease may be extended for additional periods ("Renewal Term") upon the mutual written consent of the parties. The parties hereto agree to discuss the possible extension of this Lease not less than ninety (90) days prior to the Termination Date of the Initial Term or

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Renewal Term, as applicable for this Lease. The parties hereto also agree to execute a written extension not less than forty-five (45) days prior the Termination Date of the Initial Term or Renewal Term, as applicable to this Lease.

- (d) Holdover. Reserved.
- (e) Condition of Premises. At the termination of this Lease, Tenant shall peaceably deliver the Premises in the same condition as originally accepted, nominal damage and normal wear and tear excepted, and subject to any provisions to make repairs and restoration, as provided herein.
- (f) Posting of Notice. Reserved.

17. NOTICES.

- (a) All notices to the Tenant required or permitted under this Lease shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the Tenant addressed to:

Director, Cumberland County Department of Social Services
Post Office Box 33
Cumberland, Virginia 23040

- (b) All notices to the Landlord required or permitted under this Lease shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the Landlord addressed to:

Cumberland County Administrator
Post Office Box 110
Cumberland, Virginia 23040

- (c) Wherever a notice is required under this Lease, notice shall be deemed to have been duly given if in writing and either: (i) personally served; (ii) delivered by prepaid nationally recognized overnight courier service; or (iii) forwarded by Registered or Certified mail, return receipt requested, postage prepaid.
- (d) Each such notice shall be deemed to have been given to or served upon the party to which addressed on the date the same is received by the party or delivery is refused. Each party to this Lease shall notify the other party of a new address at which to mail notices, which notice shall be given in the manner provided above, and unless and until such notice of new address is given, notices to a party hereto shall be sufficient if mailed to such party's address as specified in Section 17(a) or Section 17(b), as appropriate.

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(e) Where notice is sent by an alternative method, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is addressed.

18. **BINDING EFFECT; AMENDMENTS.** The covenants, agreements, and rights contained in this Lease shall bind and inure to the respective heirs, personal representatives, successors and assigns of Landlord and Tenant. This Lease constitutes the entire, full and complete understanding and agreement between Landlord and Tenant, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this Lease and shall be null, void and without legal effect. Neither party, nor any agent of either party, has any authority to alter, amend or modify any of the terms of this Lease, unless the amendment is in writing and executed by all parties to this Lease with the same formality as this Lease. If any term, covenant or condition of this Lease or the application thereof shall, to any extent, be held invalid or unenforceable, the remainder of this Lease or the application thereof other than those to which it is held invalid or unenforceable, shall not be affected thereby and in each term this Lease shall be valid and enforced to the fullest extent permitted by law.

19. **DEFAULT.**

(a) The termination of this Lease by Tenant pursuant to the provisions contained herein shall not be a default hereunder.

(b) If either party shall breach any provision of this Lease, the non-breaching party shall give written notice thereof to the breaching party. The breaching party shall have thirty (30) days from the receipt of the notice to cure the breach and, if not so cured, the non-breaching party may, at its option, exercise such rights as may exist at law or in equity, except that Landlord shall not take possession of the Premises by any self-help remedy. The provisions of this subsection shall not be construed as imposing any additional obligations on the non-breaching party to the extent that this Lease permits the non-breaching party to take certain actions as a result of a breach by the other party.

(c) If Tenant does not pay any Rent or other sum payable by Tenant pursuant to this Lease, Tenant shall be deemed in default hereunder, and further, if Tenant shall fail to perform any other covenant, agreement, or obligation of Tenant pursuant to this Lease and such default continues for thirty (30) days after written notice thereof is given to Tenant (provided, however, if such non-monetary default cannot be reasonably cured within such thirty (30) day period, Tenant shall not be in default hereunder so long as Tenant commences the cure of such default within such thirty (30) day period and thereafter diligently pursues the cure thereof), or if Tenant should become bankrupt or insolvent or any other debtor proceedings are taken by or

against Tenant, or if Tenant vacates or attempts to vacate the Premises, Tenant shall be in default hereunder, and in any case, upon such a default Landlord shall have the following rights and remedies:

- (i) Landlord may terminate this Lease by written notice to Tenant, in which event this Lease, all rights of Tenant, and all duties of Landlord shall immediately cease and terminate and (i) the Landlord may re-enter and take possession of the Premises, (ii) remove all persons and property from the Premises, (iii) at the expense of Tenant, sell, store or otherwise dispose of such property at any price or cost deemed appropriate by the Landlord, in its sole discretion, and apply such proceeds to any amounts owed by Tenant to Landlord hereunder (for the purposes hereof and at the option of the Landlord, upon a default of this Lease and five (5) days previous written notice to Tenant, Tenant shall be deemed to quitclaim all right, title and interest of such property to Landlord), and (iv) enjoy the Premises free of Tenant's estate pursuant to this Lease, without prejudice, however, to any and all rights of action against Tenant that Landlord may have for Rent through the date of termination, damages, or breach of this Lease, in respect of which Tenant shall remain and continue to be liable notwithstanding such termination. Landlord shall have the right to take such action without being guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

- (ii) Without terminating this Lease, Landlord shall have the right to lawfully re-enter the Premises and at the expense of Tenant, sell, store or otherwise dispose of such property at any price or cost deemed appropriate by the Landlord, in its sole discretion, and apply such proceeds to any amounts owed by Tenant to Landlord hereunder (for the purposes hereof, upon a default of this Lease and five (5) days previous written notice to Tenant, Tenant shall be deemed to quitclaim all right, title and interest of such property to Landlord). Landlord shall have the right to take such action without being guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. If Landlord elects to re-enter the Premises or takes possession of the Premises pursuant to this subparagraph (B), Landlord may, at its option, re-let the Premises or any portion thereof for the benefit of Tenant for such term or terms (whether shorter or longer than the term of this Lease) and at such rental and upon such other terms and conditions as are commercially reasonable, and, at the expense of Tenant, Landlord shall have the right to make such repairs or alterations to the Premises as Landlord reasonably deems necessary in order to re-let the same. Provided this Lease has not been terminated by Landlord, upon each such re-letting, all rentals actually received by Landlord from such re-letting applicable to the unexpired term of this Lease shall be applied as follows: First, to the

payment of any costs and expenses of such re-letting, including costs incurred by Landlord for brokerage fees, legal fees and alteration and repairs to the Premises; Second, to the payment of any indebtedness other than Rent due hereunder from Tenant; and Third, to payment of any unpaid portion of Rent then due. No such re-entry or taking of possession of the Premises by Landlord shall be construed or shall operate as an election by Landlord to terminate this Lease unless written notice of termination is given by Landlord to Tenant.

- (iii) The remainder of the current year's annual rent plus fifty percent of the outstanding rent for the remainder of the then-current term, and all payment of additional amounts due hereunder, shall become due and payable, at the option of the Landlord.
- (iv) Landlord shall have all other remedies available pursuant to applicable law.
- (v) All remedies of Landlord shall be cumulative and the election by Landlord of any remedy shall not prevent or be deemed a waiver of Landlord's right to thereafter exercise any other remedy available. Tenant agrees to pay upon demand all costs, fees and expenses (including reasonable attorney's fees) incurred by Landlord in enforcing this Lease.

20. **PRESUMPTIONS.** Should any provision of this Lease require judicial interpretation, Landlord and Tenant hereby agree and stipulate that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of any rule or conclusion that a document should be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that all parties hereto have participated in the preparation of this Lease and that each party had full opportunity to consult legal counsel of its choice before the execution of this Lease. The parties to this Lease further waive any right to a trial by jury in any matter arising out of or in any way connected with this Lease.

21. **ASSIGNMENT.** Tenant may not assign this Lease, or sublet the Premises, without the written consent of Landlord, which consent shall be in Landlord's sole discretion.

Landlord may assign, convey, or otherwise transfer Landlord's estate, right, title, and interest in this Lease or in the Leased Premises, or any portion thereof, without the consent of Tenant.

22. **ENVIRONMENTAL COMPLIANCE BY TENANT.** Tenant shall not conduct, and shall not cause to be conducted, any operations or activities at the Leased Premises not in compliance with, and shall in all other respects applicable to the Leased Premises comply with, all applicable present and future federal, state, municipal and other

governmental statutes, ordinances, regulations, orders, directives, guidelines, and other requirements, and all present and future requirements of common law, concerning the environment ("Environmental Laws") including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 9601 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., and the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., and (i) those relating to the generation, use, handling, treatment, storage, transportation, release, emission, disposal, remediation or presence of any material, substance, liquid, effluent or product, including, without limitation, hazardous substances, hazardous waste or hazardous materials, (ii) those concerning conditions at, above, or below the surface of the ground, and (iii) those concerning conditions in, at or outside of buildings.

23. **HEADINGS.** The heading of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.
24. **WAIVER.** The failure of Landlord to insist upon strict observance of any of the terms or conditions of this Lease at any time shall not be deemed a waiver of the Landlord's right to insist upon strict observance thereafter.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals:

LANDLORD: CUMBERLAND COUNTY, VIRGINIA

By: _____
Vivian Seay Giles, County Administrator

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The foregoing Deed of Lease was acknowledged before me this ____ day of July, 2014 by Vivian Seay Giles acting in her capacity as County Administrator to CUMBERLAND COUNTY, VIRGINIA, on behalf of Cumberland County.

My Commission expires: _____

My notary Identification Number is: _____

Notary Public

**TENANT: CUMBERLAND COUNTY DEPARTMENT
OF SOCIAL SERVICES**

By: _____
Karen Blackwell, Director

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The foregoing Deed of Lease was acknowledged before me this ____ day of July, 2014 by Karen Blackwell acting in her capacity as Director of the Cumberland County Department of Social Services, on behalf of the Cumberland County Department of Social Services.

My Commission expires: _____

My notary Identification Number is: _____

Notary Public

APPROVED AS TO FORM:

County Attorney

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Secondary System
Cumberland County
Construction Program
Estimated Allocations

Fund	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	Total
CTB Formula - Unpaved State	\$86,661	\$166,384	\$241,636	\$244,906	\$263,315	\$254,000	\$1,257,718
Secondary Unpaved Roads	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TeleFee	\$28,297	\$28,297	\$28,297	\$28,297	\$28,297	\$28,297	\$141,782
Residue Parcels	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STP Converted from IM	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal STP - Bond Match	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Formula STP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MG Formula	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BR Formula	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other State Match	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal STP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$114,958	\$194,681	\$269,933	\$244,906	\$291,612	\$283,113	\$1,427,500

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Board Approval Date:

Residency Administrator

Date

County Administrator

Date

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District: Lynchburg
 County: Cumberland County
 Board Approval Date:

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

2015-16 through 2019-20

Route PPMS ID Accomplishment Type of Funds Type of Project Priority #	Road Name Project # Description FROM TO Length	Estimated Cost Ad Date	Previous Funding SSYP Funding Other Funding Total	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS						Balance to complete	Traffic Count Scope of Work FHWA # Comments
					2014-15	2015-16	2016-17	2017-18	2018-19	2019-20		
Rt.0610 5240 RAAP CONTRACT STP No Plan 0001.01	DUNCAN STORE ROAD 0610024167 RTE 610 - PAVEMENT RECLAMATION / SPOT IMPROVEMENTS 0.038 MILE WEST OF BUCKINGHAM COUNTY LINE RTE 686 2.0	PE \$252,836 RW \$128,935 CON \$1,189,320 Total \$1,571,091 8/8/2017	\$0 \$1,358,858 \$62,469 \$1,421,327	\$0 \$149,764	\$28,297 \$0 \$28,297	\$28,297 \$0 \$28,297	\$28,297 \$0 \$28,297	\$28,297 \$0 \$28,297	\$28,297 \$0 \$28,297	\$28,297 \$0 \$28,297	(\$20,018)	490 Reconstruction w/o Added Capacity 14004 REGULAR CONSTRUCTION
Rt.0605 106249 STATE FORCES/HIRED EQUIPMENT No Plan 0002.01	BOSTON HILL ROAD 0605024P01 RTE 605 - RURAL RUSTIC (SURFACE TREAT NON-HARD SURFACE) RTE 690 1.0 M N OF RTE 690 1.0	PE \$5,000 RW \$0 CON \$150,000 Total \$155,000 7/1/2015	\$0 \$0 \$0 \$0	\$0 \$155,000	\$81,661 \$0 \$0	\$73,339 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$0	60 Resurfacing 16005
Rt.0620 106250 STATE FORCES/HIRED EQUIPMENT No Plan 0002.02	STONE POINT MILL LANE 0620024P01 RTE 620 - RURAL RUSTIC (SURFACE TREAT NON-HARD SURFACE) AMELIA COUNTY LINE RTE 600 0.8	PE \$5,000 RW \$0 CON \$120,000 Total \$125,000 8/1/2018	\$0 \$0 \$0 \$0	\$0 \$125,000	\$5,000 \$0 \$0	\$83,045 \$0 \$0	\$36,955 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$0	80 Resurfacing 16005 UNPAVED CONSTRUCTION
Rt.0735 -15341 STATE FORCES/HIRED EQUIPMENT No Plan 0002.03	MT. AIRY LANE 0735024P01 RTE 735 - RURAL RUSTIC (SURFACE TREAT NON-HARD SURFACE) RTE 626 CUL-DE-SAC 1.0	PE \$5,000 RW \$0 CON \$150,000 Total \$155,000 8/1/2015	\$0 \$0 \$0 \$0	\$0 \$155,000	\$0 \$0 \$0	\$5,000 \$0 \$5,000	\$150,000 \$0 \$150,000	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$0	100 Resurfacing 16005 UNPAVED CONSTRUCTION
Rt.0606 -15342 STATE FORCES/HIRED EQUIPMENT No Plan 0002.04	BLENHEIM ROAD 0606024P01 RTE 606 - RURAL RUSTIC (SURFACE TREAT NON-HARD SURFACE) POWHATAN COUNTY LINE US 60 0.9	PE \$5,000 RW \$0 CON \$135,000 Total \$140,000 8/1/2016	\$0 \$0 \$0 \$0	\$0 \$140,000	\$0 \$0 \$0	\$5,000 \$0 \$5,000	\$49,681 \$0 \$49,681	\$85,319 \$0 \$85,319	\$0 \$0 \$0	\$0 \$0 \$0	\$0	150 Resurfacing 16005 UNPAVED CONSTRUCTION

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SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

District: Lynchburg
 County: Cumberland County
 Board Approval Date:

2015-16 through 2019-20

Route PPMS ID Accomplishment Type of Funds Type of Project Priority #	Road Name Project # Description FROM TO Length	Estimated Cost Ad Date	Previous Funding SSYP Funding Other Funding Total	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS						Balance to complete	Traffic Count Scope of Work FHWA # Comments
					2014-15	2015-16	2016-17	2017-18	2018-19	2019-20		
Rt.0703 -15343 STATE FORCES/HIRED EQUIPMENT No Plan 0002.05	HUNTERS TRAIL 0703024P01 RTE 703 - RURAL RUSTIC (SURFACE TREAT NON-HARD SURFACE) DEAD END RTE 631 1.1	PE \$5,000 RW \$0 CON \$157,500 Total \$162,500 8/1/2017	\$0 \$0 \$0 \$0	\$0 \$162,500	\$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0	\$5,000 \$0 \$0 \$0	\$149,587 \$0 \$0 \$149,587	\$7,913 \$0 \$0 \$7,913	\$0 \$0 \$0 \$0	\$0	140 Resurfacing 16005 UNPAVED CONSTRUCTION
Rt.0667 -15344 STATE FORCES/HIRED EQUIPMENT No Plan 0002.06	CARTER ROAD 0667024P01 RTE 667 - RURAL RUSTIC (SURFACE TREAT NON-HARD SURFACE) DEAD END RTE 654 1.1	PE \$5,000 RW \$0 CON \$168,000 Total \$173,000 8/1/2017	\$0 \$0 \$0 \$0	\$0 \$173,000	\$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0	\$5,000 \$0 \$0 \$5,000	\$168,000 \$0 \$0 \$168,000	\$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0	\$0	150 Resurfacing 16005 UNPAVED CONSTRUCTION
Rt.0685 -15345 STATE FORCES/HIRED EQUIPMENT No Plan 0002.07	MILLER LANE 0685024P01 RTE 685 - RURAL RUSTIC (SURFACE TREAT NON-HARD SURFACE) RTE 654 DEAD END 1.0	PE \$5,000 RW \$0 CON \$150,000 Total \$155,000 8/1/2018	\$0 \$0 \$0 \$0	\$0 \$155,000	\$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0	\$5,000 \$0 \$0 \$5,000	\$87,402 \$0 \$0 \$87,402	\$62,598 \$0 \$0 \$62,598	\$0 \$0 \$0 \$0	\$0	150 Resurfacing 16005 UNPAVED CONSTRUCTION
Rt.0669 -13786 STATE FORCES/HIRED EQUIPMENT No Plan 0002.08	CRISS ROAD 0669024P01 RTE 669 - PAVE IN PLACE (SURFACE TREAT NON-HARD SURFACE) RTE 60 DEAD END 0.6	PE \$5,000 RW \$0 CON \$115,912 Total \$120,912 1/31/2017	\$3,912 \$0 \$3,912	\$116,270	\$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0	\$192,218 \$0 \$0 \$192,218	(\$75,948)	206 Resurfacing 16005 UNPAVED CONSTRUCTION
Rt.4005 100007 S 0006.01	1204005 COUNTYWIDE ENGINEERING & SURVEY VARIOUS LOCATIONS IN COUNTY VARIOUS LOCATIONS IN COUNTY	PE \$0 RW \$0 CON \$250,000 Total \$250,000 3/1/2011	\$15,000 \$0 \$15,000	\$235,000	\$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0	\$235,000	0 Preliminary Engineering 16015 MINOR SURVEY & PRELIMINARY ENGINEERING FOR BUDGET ITEMS AND INCIDENTAL TYPE WORK.

District: Lynchburg
 County: Cumberland County
 Board Approval Date:

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

2015-16 through 2019-20

Route PPMS ID Accomplishment Type of Funds Type of Project Priority #	Road Name Project # Description FROM TO Length	Estimated Cost Ad Date	Previous Funding SSYP Funding Other Funding Total	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS						Balance to complete	Traffic Count Scope of Work FHWA # Comments
					2014-15	2015-16	2016-17	2017-18	2018-19	2019-20		
Rt.4008 100317 S 0006.02	1204008 COUNTYWIDE RIGHT OF WAY ENGR. VARIOUS LOCATIONS IN COUNTY VARIOUS LOCATIONS IN COUNTY	PE \$0 RW \$0 CON \$250,000 Total \$250,000 3/1/2011	\$15,000 \$0 \$15,000	\$235,000	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$235,000	0 Right of Way 16016 USE WHEN IMPRACTICAL TO OPEN A PROJECT; ATTORNEY FEES and ACQUISITION COST.
Rt.4007 99800 S 0006.03	1204007 COUNTYWIDE TRAFFIC SERVICES VARIOUS LOCATIONS IN COUNTY VARIOUS LOCATIONS IN COUNTY	PE \$0 RW \$0 CON \$250,000 Total \$250,000 3/1/2011	\$70,000 \$0 \$70,000	\$180,000	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$180,000	0 Safety 16021 TRAFFIC SERVICES INCLUDE SECONDARY SPEED ZONES, SPEED STUDIES, OTHER NEW SECONDARY SIGNS
Rt.0624 87923 STATE FORCES/HIRED EQUIPMENT S No Plan 9999.99	JENKINS CHURCH ROAD 0624024P63 RTE 624 - RURAL RUSTIC (SURFACE TREAT NON-HARDSURFACE) RTE 45 3.24 MIILES NORTH OF RTE 45 3.2	PE \$51,849 RW \$5,582 CON \$517,343 Total \$574,774 3/20/2012	\$598,667 \$20,051 \$618,718	(\$43,944)	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	(\$43,944)	80 Resurfacing 16005 UNPAVED CONSTRUCTION CONSTRUCTION COMPLETE

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STAFF REPORT
CA 14-02 Mini-storage as a Conditional Use in A-2
Code Text Amendment
Cumberland County, Virginia
Board of Supervisors Public Hearing
July 8, 2014

General Information:

Processing schedule: A public hearing with the Board of Supervisors for CA 14-02 is scheduled for **Tuesday, July 8, 2014 at 7:00 PM in the Circuit Courtroom at the Cumberland Courthouse**

Application Information:

Applicant: Cumberland County Planning Commission
Requested Action: To amend the Zoning Ordinance to allow mini-storage as a conditional use in the A-2 district.

Summary of Request and Background Information:

During a recent rezoning case, the Planning Commission became concerned that a piece of property had been made non-conforming as to use by an amendment of the Zoning Ordinance. The Commission originally decided to initiate a rezoning of the property to bring it into conformity with the Ordinance, but there were neighborhood concerns about uses on the property. In an effort to allow the use and address the concerns of the adjacent property owners, the Commission initiated this code amendment to allow the use as a conditional use and add conditions to the application that will address neighborhood concerns.

Consistency with the Comprehensive Plan:

The proposed amendment would help achieve residential and land use goals of the County Comprehensive Plan.

Land Use Objective 1: Through effective zoning, regulate future development to protect existing land use patterns within Cumberland County.

This amendment will protect property owners that are adjacent to min-storages in the A-2 district by taking into account the specific site concerns for each location proposed.

Goal 5: It is the goal of this plan to encourage the creation of appropriate economic opportunity for current and future citizens of Cumberland County.

Objective 1: Encourage the overall strengthening and diversification of the economic base of Cumberland County to provide a sound tax base and to support the provision of needed public services.

This amendment will allow additional business opportunities for property owners in Cumberland County.

Consistency with the Zoning Ordinances:

The proposed amendment is compatible with the purpose of the Zoning Ordinance as described in Cumberland Code Section 74-1 which states the purpose of the zoning ordinance as “promoting the health, safety or general welfare of the public.”

Public Input:

As of this writing staff has not received any public input on the proposed amendment.

Planning Commission Recommendation:

At the June 16 public hearing the Planning Commission unanimously recommended approval of CA 14-02.

Conclusion & Staff Recommendation:

The requested action is consistent with the Comprehensive Plan and the Zoning Ordinance and will allow additional uses for property owners in A-2 districts, while protecting surrounding neighbors. Therefore, the Planning Commission and staff recommend approval of the proposed zoning ordinance text amendment CA 14-02.

Suggested Motion:

To approve CA 14-02:

Mr. Chairman, because this request meets the intent of the Comprehensive Plan and Zoning Ordinance, I move to approve and adopt Code Amendment number 14-02, in accordance with the attached resolution.

Respectfully submitted by:

Sara Carter
Planning Director

Attachments:

- A - Code amendment text
- B - Proposed resolution

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, 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.
 - (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).
- (Ord. No. 11-05, § c, 7-12-2011; Ord. No. 11-08, 2-14-2012)

Sec. 74-133. Permitted uses with conditional use permit.

The following uses are permitted in the A-2 district with a conditional use permit:

- (1) Airstrips.

- (2) Animal research facility.
- (3) Antique shops.
- (4) Borrow, extraction, excavation and stockpiling of soil, gravel, or sand, consistent with the provisions of section 74-150.
- (5) Churches and cemeteries.
- (6) Convenience and general stores.
- (7) Fire and rescue facilities.
- (8) Golf courses, country clubs, golf driving ranges and mini-golf.
- (9) Group home.
- (10) Guesthouse.
- (11) Gun clubs with or without indoor or outdoor shooting ranges, skeet shooting ranges and ball clubs.
- (12) Kennels, commercial.
- (13) Landfill (CDD) (including inert waste).
- (14) Livestock markets.
- (15) Mini-storage units
- (156) Nursery schools and private kindergartens.
- (157) Nursing home, convalescent home and rest home.
- (178) Parks and playgrounds.
- (189) Porta-John business[es].
- (200) Public utilities.
- (211) Public utility generating plants, public utility booster or relay stations, transformer substations, meters and other facilities, including railroads and facilities, and water and sewerage facilities.
- (212) Racetracks (auto, motorcycle, and horse).
- (223) Radio stations, television stations and cable TV facilities, communication station and/or tower or related facilities; subject to provisions of section 74-731 et seq.
- (234) Recreational vehicle park
- (245) Special recreational events.
- (256) Transitional home.
- (267) Veterinary hospital.
- (278) Wood products (processing and assemblage of), as defined in section 74-2

BOARD OF SUPERVISORS
OF
COUNTY OF CUMBERLAND, VIRGINIA
RESOLUTION RECOMMENDING
PROPOSED AMENDMENT TO THE
CODE OF CUMBERLAND COUNTY
CODE AMENDMENT 14-02:

“AN ORDINANCE AMENDING CHAPTER 74 OF THE
CUMBERLAND COUNTY CODE ALLOWING MINI-STORAGE AS
A CONDITIONAL USE IN THE A-2 DISTRICT”

July 8, 2014

At a meeting of the Board of Supervisors of Cumberland County, Virginia, held at the Circuit Courtroom of the Cumberland County Courthouse, Cumberland, Virginia 23040 commencing at 7:00 p.m., July 8, 2014, the following action was taken following a duly held public hearing during which time County staff provided a review of the code amendment proposal and members of the public offered comment:

On a motion made by _____, and seconded by _____, it was moved that the Board of Supervisors of Cumberland County adopt, in accordance with the following Resolution, an ordinance amending Chapter 74 zoning relating to mini-storage as a conditional use in the A-2 district;

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

Present:

David Meinhard, Chairman

Lloyd Banks, Jr., Vice-Chairman

William F. Osl

Kevin Ingle

Parker Wheeler

Absent:

Vote:

Dated: _____

Attested: _____

Vivian Giles, Clerk to the Board of
Supervisors of Cumberland County

WHEREAS, at a meeting held on June 16, 2014, the Planning Commission discussed the proposed amendment to the Code of Cumberland County, "An ordinance amending Chapter 74 Zoning of the Cumberland county code amending section 74-133 Permitted uses with conditional use permit," for the A-2 district (as shown in the attached ordinance); and

WHEREAS, the Planning Commission directed staff to prepare the Code Amendment for public review on June 16, 2014; and

WHEREAS, the Planning Commission duly advertised and held a public hearing on June 16, 2014; and

WHEREAS, after conducting a public hearing and considering the comments of County staff, landowners, residents, and the general public, and after discussion, staff presentation and due deliberation with respect to such information, including information and materials presented at this public hearing, the Planning Commission affirmed its findings and made its unanimous recommendation for approval to the Board of Supervisors with respect to the Code Amendment;

WHEREAS, the Board of Supervisors duly advertised and held a public hearing on July 8, 2014; and

WHEREAS, the Board of Supervisors carefully considered the testimony and evidence presented at the public hearing in support or opposition to the proposed Code Amendment and the recommendation from the Planning Commission; and

WHEREAS, in its review of the Code Amendment, the Board of Supervisors gave reasonable consideration to furthering the goals of the County's Comprehensive Plan and Zoning Ordinance;

WHEREAS, after discussion, staff presentation and due deliberation with respect to such information, including information and materials presented at this public hearing, and the comments in support or opposition to the proposed Code Amendment, the Board of Supervisors desires to affirm its findings and to take action with respect to the Code Amendment;

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, the Board of Supervisors considers it appropriate to amend the Code of Cumberland County in accordance with the specific text and provisions of the Code Amendment as attached hereto and incorporated herein by this reference.
- c. The Board of Supervisors further finds that the Code Amendment is in substantial accordance with the County's Comprehensive Plan and Zoning Ordinance.
- d. Upon consideration of the foregoing, the proposed Code Amendment text, testimony, staff remarks, and public comment, the Cumberland County Board of Supervisors

adopts, as set forth in the specific ordinance text as attached hereto, and requests county staff to do and perform such acts necessary and as consistent with this Resolution for recommendation of adoption of the ordinance.

- e. This Resolution is effective immediately.

DRAFT



STAFF REPORT
CUP 14-03
Zoning Map Amendment
Cumberland County, Virginia
Board of Supervisors Meeting
July 8, 2014

General Information:

Processing schedule: The Planning Commission considered this proposal on June 16, 2014, and recommends approval to the Board of Supervisors, subject to conditions. The Board of Supervisors has set a public hearing for July 8, 2014.

Application Information:

Applicant/Owner: Applicant and owner: Kevin Dunn
Requested Action: To amend the Cumberland County Zoning Map from R-2, Residential to R-2 with CUP for a garage or service station.
Location: Tax Parcel 104-A-29
1671 Cumberland Road
The parcel is located on the west side of Cumberland Road, just north of Kimberly Hills.
Voting District: 5
Existing Zoning: R-2 on the front portion, A-2 on the back portion
Proposed Zoning: R-2, with CUP for garage, A-2 portion to remain the same
Size: Parcel size 65.81 acres, applicable zoning area: approximately 25 acres
Existing land uses: home and agricultural buildings
Comp. plan area: R-2 portion is shown as high intensity, A-2 portion is shown as moderate intensity.
Overlay districts: None
Proffers: No

Surrounding Area Information:

<u>Direction</u>	<u>Adjacent existing uses</u>	<u>Adjacent zoning</u>	<u>Adjacent Comp. Plan Area (2013)</u>
North	Residential	R-2	High intensity growth area
South	Residential	R-2	High intensity growth area
East	Residential	R-2	High intensity growth area
West	Agricultural/Residential	A-2 and R-1	Moderate intensity growth area

Summary of Request and Background Information:

The owner, Mr. Kevin Dunn, would like to operate a vehicle repair business on his property. He already operates a tractor repair business, as an agricultural accessory use.

Consistency with the 2013 Comprehensive Plan:

The proposed use falls within the designated growth area of the 2013 Comprehensive Plan.

The following goals, objectives and policies of the 2013 Comprehensive Plan would be achieved by the proposed rezoning:

Goal 5: It is the goal of this plan to encourage the creation of appropriate economic opportunity for current and future citizens of Cumberland County.

Objective 1: Encourage the overall strengthening and diversification of the economic base of Cumberland County to provide a sound tax base and to support the provision of needed public services.

The proposed use helps meet an important need of the county by providing economic development opportunities.

Consistency with the Zoning Ordinance:

Section 74-702 of the Zoning Ordinance states the intent conditional use permits is:

- 1) *That the establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare;*
- 2) *That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;*
- 3) *That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;*
- 4) *That the exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction*

in the immediate neighborhood or the character of the applicable district as to cause a substantial depreciation in the property values within the neighborhood;

(5) That adequate utilities, access roads, drainage or necessary facilities have been or are being provided;

(6) That ingress and egress to property and structures on the property with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access of fire or catastrophe are adequately provided for;

(7) That off-street parking and loading areas where required with particular attention to the items in subsection (a)(1) of this section and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district are adequately provided for;

(8) That refuse and service areas, with particular reference to the items in subsections (a)(1) and (2) of this section are adequately provided for;

(9) That appropriate screening and buffering with reference to type, dimensions and character of the use are adequately provided for;

(10) That any signs and exterior lighting are compatible and in harmony with properties in the district with reference to aesthetics, glare, traffic safety and economic effect;

(11) That required yards and other open spaces are adequately provided for;

(12) That the proposed use is compatible with adjacent properties and other property in the district;

(13) That an adequate supply of light and air to adjacent property is adequately provided for; and

(14) That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the board of supervisors.

The proposed use of the subject property is compatible with the above intent.

Conclusion:

The requested action is consistent with the Comprehensive Plan and the Zoning Ordinance and is supportive of the county's plans to provide for and encourage low scale business development along Cumberland Road.

Recommendation:

Staff recommends approval of the CUP to allow a garage on this lot. The following conditions are proposed by staff:

1. Unlicensed, inoperable vehicle storage shall not be allowed at any time.
2. Overnight, outdoor storage of vehicles and/or parts/supplies shall be limited to four (4) vehicles or portions thereof.
3. No accumulation of used tires is allowed on the site. At any one time, no more than twenty used tires may be on the site.
4. All disposal of materials used on-site must be stored and disposed of per EPA guidelines.

5. Access to the site must be constructed per VDOT standards, and a land use permit must be obtained from VDOT prior to operation.

Suggested Motion:

FOR APPROVAL:

Mr. Chairman, because this request meets the intent and spirit of the Zoning Ordinance and Comprehensive Plan, I move that the Board of Supervisors grant approval of CUP 14-03, a conditional use permit to allow a garage in an R-2 zone, with the conditions recommended by the Planning Commission.

FOR DENIAL:

Mr. Chairman, because this request does not meet the intent and spirit of the Zoning Ordinance and Comprehensive Plan, I move that the Board of Supervisors deny CUP 14-04, a conditional use permit to allow a garage in an R-2 zone.

Respectfully submitted by:

Sara Carter
Planning Director



STAFF REPORT
CUP 14-04
Zoning Map Amendment
Cumberland County, Virginia
Board of Supervisors Meeting
July 8, 2014

General Information:

Processing schedule: The Planning Commission held a public hearing on adding mini-storage to the A-2 district as a conditional use on June 16, 2014. They recommend approval of this code amendment to the Board of Supervisors. This application is contingent on adoption of that amendment by the Board of Supervisors. The Planning Commission further recommended approval of CUP 14-04 on June 16, 2014. The Board set a public hearing for both the code amendment and the CUP for July 8, 2014.

Application Information:

Applicant/Owner: Applicant: Cumberland County Planning Commission
Owner: Steve Thompson/Christopher Coleman

Requested Action: To amend the Cumberland County Zoning Map from A-2, Agricultural to A-2, with CUP for mini-storage.

Location: Tax Parcel 89-A-74
5 Thompson Road
The parcel is located on the east side of Cumberland Road, just north of Thompson Road.

Voting District: 4

Existing Zoning: A-2, Agricultural

Proposed Zoning: A-2, with CUP for mini-storage

Size: 1.46 acres

Existing land uses: vacant and storage units

Comp. plan area: Not in a growth area; about 0.7 miles north of the growth area on Cumberland Road

Overlay districts: None

Proffers: No

Surrounding Area Information:

<u>Direction</u>	<u>Adjacent existing uses</u>	<u>Adjacent zoning</u>	<u>Adjacent Comp. Plan Area (2013)</u>
North	Cemetery	A-2	Rural area
South	Residential	A-2	Rural area
East	Forest/Residential	A-2	Rural area
West	Residential	A-2	Rural area

Summary of Request and Background Information:

The previous owner, Mr. Steven Thompson, has been operating a mini-storage on his lot since 2002. In the course of his placing his property on the market, he learned that mini-storage is no longer an allowed use in the A-2 district, and his property has become non-conforming as to use. Mr. Thompson hopes the sell the property to a buyer who is interested in constructing additional units. At the time of construction, Mr. Thompson followed all applicable laws and regulations, including the construction of a commercial entrance on Thompson Road.

The Cumberland County Planning Commission recommends approval of an amendment to the Zoning Ordinance to allow mini-storage as a conditional use within the A-2 district. This could allow Mr. Thompson or subsequent owners to continue and expand this use, and allow the Planning Commission to suggest conditions that would address concerns from adjacent and nearby property owners.

Because of the use of the property, no water or sewer needs are anticipated for the parcel. Any future development other than mini-storage would need to seek VDH approval for well and septic permits. There is an existing commercial entrance to the site on Thompson Road.

Since the Planning Commission's action on this application, the property has been sold to Mr. Christopher Coleman. Mr. Coleman was given notice of the public hearing by certified mail, and his attendance at the hearing has been requested.

Consistency with the 2013 Comprehensive Plan:

The proposed zoning map amendment is located within a rural area of the Comprehensive Plan. While this area is not anticipated for major growth, it is less than one mile from the designated growth area on Cumberland Road.

The following goals, objectives and policies of the 2013 Comprehensive Plan would be achieved by the proposed rezoning:

Goal 5: It is the goal of this plan to encourage the creation of appropriate economic opportunity for current and future citizens of Cumberland County.

Objective 1: Encourage the overall strengthening and diversification of the economic base of Cumberland County to provide a sound tax base and to support the provision of needed public services.

The proposed use helps meet an important need of the county by providing economic development opportunities.

Consistency with the Zoning Ordinance:

Section 74-702 of the Zoning Ordinance states the intent conditional use permits is:

- 1) *That the establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare;*
- 2) *That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;*
- 3) *That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;*
- 4) *That the exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district as to cause a substantial depreciation in the property values within the neighborhood;*
- 5) *That adequate utilities, access roads, drainage or necessary facilities have been or are being provided;*
- 6) *That ingress and egress to property and structures on the property with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access of fire or catastrophe are adequately provided for;*
- 7) *That off-street parking and loading areas where required with particular attention to the items in subsection (a)(1) of this section and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district are adequately provided for;*
- 8) *That refuse and service areas, with particular reference to the items in subsections (a)(1) and (2) of this section are adequately provided for;*
- 9) *That appropriate screening and buffering with reference to type, dimensions and character of the use are adequately provided for;*
- 10) *That any signs and exterior lighting are compatible and in harmony with properties in the district with reference to aesthetics, glare, traffic safety and economic effect;*
- 11) *That required yards and other open spaces are adequately provided for;*
- 12) *That the proposed use is compatible with adjacent properties and other property in the district;*
- 13) *That an adequate supply of light and air to adjacent property is adequately provided for; and*
- 14) *That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the board of supervisors.*

The proposed use of the subject property is compatible with the above intent.

Public Input:

There is concern from adjacent and nearby residents particularly concerning any impacts on the adjacent family cemetery.

Conclusion:

The requested action is consistent with the Comprehensive Plan and the Zoning Ordinance and is supportive of the county's plans to provide for and encourage low scale business development along Cumberland Road.

Recommendation:

The Planning Commission recommends approval of the CUP to allow mini-storage on this lot. The following conditions are recommended by the Commission:

1. Lighting used on the site should be consistent in intensity with lighting used on adjacent residential properties and should be directed down and not towards adjacent properties.
2. The only entrance and exit for the site shall be the Thompson Road entrance.
3. No outside storage, including storage of vehicles, boats, or recreational vehicles shall be permitted on the parcel.
4. All refuse storage must be screened from adjacent properties and roadways.
5. Prior to any expansion of the use, landscaping to screen the use shall be required for the north and west sides of the property. The proposed landscaping plan may include a fence, ornamental trees, shrubs, or a combination thereof. The proposed plan for screening will be evaluated by the Zoning Administrator at time of site plan review.
6. The boundary of the conditional use permit shall not be the same as the land, but rather shall encompass the parcel with the exception of the area of the five gravesites on the property. Additionally, all setbacks shall be measured from the zoning line, rather than the property line.

Suggested Motions:

FOR APPROVAL:

Mr. Chairman, because this request meets the intent and spirit of the Zoning Ordinance and Comprehensive Plan, I move that the Board of Supervisors grant approval of CUP 14-04, a conditional use permit to allow mini-storage in an A-2 zone, with the conditions recommended by the Planning Commission.

FOR DENIAL:

Mr. Chairman, because this request does not meet the intent and spirit of the Zoning Ordinance and Comprehensive Plan, I move that the Board of Supervisors deny CUP 14-04, a conditional use permit to allow mini-storage in an A-2 zone.

Respectfully submitted by:
Sara Carter
Planning Director

** GENERAL FUND REVENUES**

Monthly Financial Report To Council For June 2014

	Estimated 2013/2014 Budget to Date -----	Actual 2013/2014 Budget to Date -----	(Over) or Under Budget to Date -----
Revenue			
Balance Forward		4,713,358.54	
Fund Revenue	38,589,614.30	35,949,249.59	2,640,364.71
Total Revenue	38,589,614.30	40,662,608.13	(2,072,993.83)
Expenditures			
* Board of Supervisors *	44,601.10	44,661.61	(60.51)
* County Administrator *	212,668.00	213,503.89	(835.89)
* Independent Auditor *	33,700.00	33,700.00	
* Commissioner of Revenue *	223,075.03	222,484.58	590.45
* Assessor *	174,646.31	135,331.31	39,315.00
* Equalization Board *	1,100.00	1,100.00	
* License Bureau *		22.26	(22.26)
* Treasurer *	269,917.00	267,278.65	2,638.35
* Accounting *	163,507.45	163,571.87	(64.42)
* Data Processing *	150,031.67	139,626.01	10,405.66
* Electoral Board *	13,525.00	13,497.59	27.41
* Registrar *	80,938.00	80,924.83	13.17
* Circuit Court *	12,719.00	12,387.83	331.17
* General District Court *	5,645.00	5,433.02	211.98
* Magistrate *	1,839.00	1,709.29	129.71
* Clerk of Circuit Court *	250,252.71	246,480.79	3,771.92
* Law Library *	1,000.00	550.41	449.59
* Commonwealth's Attorney *	222,037.40	215,655.98	6,381.42
* Sheriff *	1,544,097.78	1,539,236.84	4,860.94
* School Resource Officer *	61,061.44	61,041.32	20.12
* B911 *	29,798.61	23,794.80	6,003.81
Cumberland Vol. FIRE DEPT	57,528.34	57,528.34	
Cartersville Volun.	44,103.33	44,103.33	
Cumberland Vol. Rescue Squad	30,938.24	25,875.00	5,063.24
Prince Edward Vol. Rescue Squad	8,000.00	8,000.00	
Randolph Fire Dept.	59,028.33	59,028.33	
Cartersville Vol. Rescue Squad	42,383.24	47,446.48	(5,063.24)
* Forestry Service *	8,705.34	8,705.34	
* Probation Office *	1,444.00	1,423.29	20.71
* Correction & Detention *	271,857.00	284,634.32	(12,777.32)
* Building Inspections *	116,609.70	115,723.95	885.75
* Animal Control *	98,733.51	98,581.46	152.05
* Medical Examiner *		120.00	(120.00)
* Refuse Disposal *	592,367.79	650,220.17	(57,852.38)
* General Properties *	705,829.56	647,447.73	58,381.83
* Supplement of Local Health Dept *	79,259.38	79,259.38	
* Chapter 10 Board - Crossroads *	34,000.00	34,000.00	
* CSA Management *	34,729.00	33,943.98	785.02
* Community Colleges *	6,449.00	6,449.00	
Special Olympics	200.00	200.00	
* Recreation *	84,997.15	84,259.32	737.83
* Local Library *	115,450.00	115,450.00	

** GENERAL FUND REVENUES**

Monthly Financial Report To Council For June 2014

	Estimated 2013/2014 Budget to Date	Actual 2013/2014 Budget to Date	(Over) or Under Budget to Date
	-----	-----	-----
Expenditures			
* Planning Commission *	5,150.00	4,717.50	432.50
* Planning/Zoning Dept. *	125,000.53	125,999.67	(999.14)
* Community & Economic Developmnt *	2,000.00	2,000.00	
* Board of Zoning Appeals *	210.00	210.00	
Clothes Closet	600.00	610.45	(10.45)
* Meals On Wheels *	50.29	50.29	
* Farmville Area Chamber of Commerc	1,500.00	1,500.00	
* Longwood Small Bus. Dev. Ctr. *	3,000.00	3,000.00	
* Southside Violence Prevention *	5,000.00	5,000.00	
Peter Francisco SWD	6,895.00	6,895.00	
* Agricultural Development *		100.00	(100.00)
* Extension Agents *	45,374.00	45,605.27	(231.27)
* NONDEPARTMENTAL *	9,754.71	9,647.58	107.13
TRANSFERS	8,269,298.00	6,829,884.92	1,439,413.08
COMMONWEALTH'S ATTORNEY		3,992.87	(3,992.87)
SHERIFF	30,000.00	22,772.01	7,227.99
HEALTH INSURANCE	1,803,670.45	1,577,551.36	226,119.09
DENTAL INSURANCE	109,200.00	107,361.38	1,838.62
PATIENT CENTERED OUTCOME FEE(PCOR)	655.55	655.55	
* Administration *	1,329,189.96	1,197,377.94	131,812.02
	295,491.34	174,427.57	121,063.77
	15,065,398.51	12,417,954.62	2,647,443.89
* GIS MAPPING *			
* UTILITIES - WATER *			
* Sewer - Maint			
Randolph Community Center	11,820.00	11,820.00	
ELEMENTARY SCHOOL		4,355.00	(4,355.00)
* Elementary School - Lit Loan *	236,667.00	236,666.67	.33
* COPS97 Loan *	372,756.00	374,534.13	(1,778.13)
* High/Middle School - VPSA Loan *	967,501.00	968,200.72	(699.72)
PUBLIC FACILITY NOTE 2009	393,694.00	375,519.56	18,174.44
* AMERESCO *	134,158.00	134,158.00	
* LeSueur Property *	9,067.00	9,067.50	(.50)
* SunTrust Loan-HS/MS *	1,491,576.00	1,491,197.78	378.22
* Suntrust Loan - Courthouse *	249,041.00	249,041.30	(.30)
	450,000.00	454,654.79	(4,654.79)
** TRANSFERS **	(5,017.54)		(5,017.54)
* SEWER FUND - Enterprise Fund *	300,081.46	277,872.36	22,209.10
* WATER FUND - ENTERPRISE FUND *	122,077.00	108,945.98	13,131.02
** WATERLINE EXTENSION PROJECT **	635,182.60	446,874.86	188,307.74
	807.60	946.96	(139.36)
	122.20	122.20	
COMMUNITY CENTER PURCHASE	129,836.50	121,691.45	8,145.05
MADISON INDUSTRIAL PARK	74,032.73	30,735.50	43,297.23
	20,000.00	19,867.28	132.72
Total Expenditure	38,589,614.30	33,677,978.32	4,911,635.98
Total Revenues			
Less Total Expenditures		6,984,629.81	(6,984,629.81)

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7/01/2014

GL060AA

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

TIME 11:34

PAGE 1

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

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GL060AA

CUMBERLAND CO

REVENUE SUMMARY

7/01/2014 - 7/01/2014

TIME 11:34

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ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	% UNCOLLECTED
FUND #-100							
1101	** Real Estate Taxes **	5,720,000.00	5,720,000.00	1,704,849.11	5,733,509.10	13,509.10-	.23-
1102	* Real/Personal Public Service *	585,000.00	585,000.00	100,649.28	656,851.26	71,851.26-	12.28-
1103	* Personal Property Taxes *	1,791,800.00	1,791,800.00	29,655.09	1,813,811.26	22,011.26-	1.22-
1104	* Machinery & Tools *	80,000.00	80,000.00	.00	85,471.04	5,471.04-	6.83-
1106	* Penalties & Interest *	244,000.00	244,000.00	19,756.54	266,851.18	22,851.18-	9.36-
1201	* Local Sales & Use Taxes *	770,000.00	770,000.00	65,497.84	747,958.68	22,041.32	2.86
1202	* Consumer' Utility Taxes *	177,000.00	177,000.00	14,361.77	171,745.48	5,254.52	2.96
1203	* Business License Taxes *	107,000.00	107,000.00	3,431.49	107,662.78	662.78-	.61-
1204	* Franchise License Taxes *	10,000.00	10,000.00	.00	17,555.13	7,555.13-	75.55-
1205	* Motor Vehicle License Tax *	230,000.00	230,000.00	5,838.29	226,829.49	3,170.51	1.37
1207	* Taxes On Recordation & Wills *	43,000.00	43,000.00	3,393.40	49,759.57	6,759.57-	15.71-
1301	* Animal Licenses *	8,800.00	8,800.00	82.00	7,488.00	1,312.00	14.90
1303	* Permits & Other Licenses *	59,800.00	59,800.00	2,311.86	51,351.29	8,448.71	14.12
1401	* Court Fines & Forfeitures *	145,000.00	145,000.00	17,419.48	152,754.15	7,754.15-	5.34-
1501	* Revenue From Use Of Money *	31,000.00	31,000.00	.00	16,352.87	14,647.13	47.24
1502	* Revenue From Use Of Property *	18,600.00	18,600.00	834.40	8,997.35	9,602.65	51.62
1601	* Court Costs *	45,960.00	49,789.59	7,222.32	59,418.65	9,629.06-	19.33-
1602	* Commonwealth's Attorney Fees *	13,260.00	13,260.00	69.51	858.39	12,401.61	93.52
1603	* Charges For Law Enforcement *	40,000.00	40,000.00	3,999.99	42,764.88	2,764.88-	6.91-
1606	* Charges For Other Protection *	100.00	100.00	.00	90.00	10.00	10.00
1608	* Charges Sanitation & Removal *	500,500.00	500,500.00	85.00	500,905.00	405.00-	.08-
1612	* REC DEPT - ADULT LEAGUE FEES *	3,640.00	3,640.00	.00	3,622.55	17.45	.47
1613	* Charges For Parks & Recreation *	32,500.00	32,850.35	2,461.55	26,350.11	6,500.24	19.78
1616	* Charges For Planning / Com Dev *	1,600.00	1,600.00	85.00	170.00	1,430.00	89.37
1899	* Miscellaneous *	1,144,300.00	1,399,725.20	5,134.54	1,197,676.14	202,049.06	14.43
2101	* Service Charges *	56,000.00	56,000.00	.00	39,210.46	16,789.54	29.98
2201	**NON-CATEGORICAL AID**	918,935.00	918,995.97	845.38	936,395.72	17,399.75-	1.89-
2301	* Commonwealth Attorney *	163,265.00	163,265.00	14,039.79	159,490.66	3,774.34	2.31
2302	* Sheriff *	561,533.00	561,533.00	47,579.13	561,968.60	435.60-	.07-
2303	* Commissioner Of Revenue *	80,353.00	80,353.00	5,605.76	75,621.58	4,731.42	5.88
2304	* Treasurer *	90,798.00	90,798.00	7,100.07	90,757.19	40.81	.04
2306	* Registrar/Electoral Boards *	36,560.00	36,560.00	36,689.30	36,689.30	129.30-	.35-
2307	* Clerk Of The Circuit Court *	146,819.00	156,331.12	12,358.87	156,009.74	321.38	.20
2308	* DMV License Agent *	16,000.00	16,000.00	2,115.05	20,435.86	4,435.86-	27.72-
2404	**GRANT FUNDS**	.00	166,216.97	9,602.92	153,319.89	12,897.08	7.75
3301	**GRANT FUNDS**	.00	50,000.00	.00	79,283.39	29,283.39-	58.56-
4105	**TRANSFERS**	.00	4,087.74-	.00	.00	4,087.74-	100.00
--FUND TOTAL--		13,873,123.00	14,354,430.46	2,123,074.73	14,255,986.74	98,443.72	.68
FUND #-150							
1501	INTEREST-STATE	.00	.00	.00	209.82	209.82-	100.00-
2402	ASSET FORFEITURE REVENUE (STATE)	.00	.00	.00	7,898.02	7,898.02-	100.00-
3301		30,000.00	30,000.00	.00	2,706.36	27,293.64	90.97
--FUND TOTAL--		30,000.00	30,000.00	.00	10,814.20	19,185.80	63.95

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7/01/2014 *GL060AA*

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

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ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	UNCOLLECTED
FUND #-170							
1902	HEALTH INSURANCE CONTRIBUTIONS	1,804,326.00	1,804,326.00	56,047.40	1,804,647.22	321.22-	.01-
2000	DENTAL INSURANCE CONTRIBUTIONS	109,200.00	109,200.00	2,890.92	101,545.23	7,654.77	7.00
--FUND TOTAL--		1,913,526.00	1,913,526.00	58,938.32	1,906,192.45	7,333.55	.38
FUND #-201							
1899	* Miscellaneous Revenue *	.00	1,327.46	30,135.00	32,734.09	31,406.63-	365.91-
2401	* Welfare *	140,480.00	207,816.50	.00	314,309.46	106,492.96-	51.24-
3305	* Social Services *	771,161.00	809,911.00	.00	538,248.27	271,662.73	33.54
4105	* Fund Transfers *	310,135.00	310,135.00	.00	272,694.90	37,440.10	12.07
--FUND TOTAL--		1,221,776.00	1,329,189.96	30,135.00	1,157,986.72	171,203.24	12.88
FUND #-203							
1899	NCLB REIMBURSEMENT (OTHER)	.00	103,524.58	.00	103,524.58	.00	.00
3302	NCLB REVENUE-FEDERAL	.00	191,966.76	4,450.46	63,167.97	128,798.79	67.09
--FUND TOTAL--		.00	295,491.34	4,450.46	166,692.55	128,798.79	43.58
FUND #-205							
1803	* Expenditure Refunds *	221,023.00	464,910.44	79,847.49	563,531.41	98,620.97-	21.21-
1899	* Miscellaneous Revenue *	.00	2,623.79	.00	3,406.32	782.53-	29.82-
2402	* State Education *	8,259,695.00	8,722,202.00	737,672.55	8,092,910.96	629,291.04	7.21
2403	ACADEMIC REVIEWS (I-READY)	.00	.00	7,780.00	75,001.53	75,001.53-	100.00-
2404	PROJECT GRADUATION GRANT	.00	152,350.00	.00	.00	152,350.00	100.00
3302	* Education *	1,738,566.00	1,798,893.28	153,758.84	1,784,910.82	13,982.46	.77
4105	* Fund Transfers *	3,924,419.00	3,924,419.00	.00	2,549,712.63	1,374,706.37	35.02
--FUND TOTAL--		14,143,703.00	15,065,398.51	979,058.88	13,069,473.67	1,995,924.84	13.24
FUND #-302							
1501	* Interest On Bank Deposits *	.00	.00	.00	42.22	42.22-	100.00-
4105	* Fund Transfers *	11,820.00	11,820.00	.00	11,820.00	.00	.00
--FUND TOTAL--		11,820.00	11,820.00	.00	11,862.22	42.22-	.35-
FUND #-401							
1501	**INTEREST**	15,000.00	15,000.00	.00	24,346.76	9,346.76-	62.31-
4105	** Transfers **	3,839,460.00	3,839,460.00	.00	3,812,193.39	27,266.61	.71
--FUND TOTAL--		3,854,460.00	3,854,460.00	.00	3,836,540.15	17,919.85	.46

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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 #-500							
2404	*REVENUE FROM STATE*	350,000.00	350,000.00	.00	205,426.65	144,573.35	41.30
4105	*TRANSFERS*	100,000.00	100,000.00	.00	100,000.00	.00	.00
	--FUND TOTAL--	450,000.00	450,000.00	.00	305,426.65	144,573.35	32.12
FUND #-501							
1501	**INTEREST REVENUE**	1,000.00	1,000.00	.00	180.47	819.53	81.95
1619	**CHARGES & FEES**	368,000.00	368,000.00	28,361.92	332,147.89	35,852.11	9.74
1620	SEWER LATE PAYMENT PENALTY	5,000.00	5,000.00	622.00	7,295.19	2,295.19	45.90
1630	**ADMIN FEES/CHARGES**	22,660.00	22,660.00	1,237.00	15,120.07	7,539.93	33.27
2404	SURCAP GRANT-WATER LINE	.00	22,067.80	.00	22,067.80	.00	.00
3302	RD GRANT-WATER UTILITIES	.00	643,630.80	.00	643,630.80	.00	.00
	--FUND TOTAL--	396,660.00	1,062,358.60	30,220.92	1,020,442.22	41,916.38	3.94
FUND #-515							
1501	INTEREST SEWER RESERVE	.00	.00	.00	227.42	227.42	100.00
	--FUND TOTAL--	.00	.00	.00	227.42	227.42	100.00
FUND #-540							
1501	INTEREST WATER RESERVE	.00	.00	.00	33.18	33.18	100.00
	--FUND TOTAL--	.00	.00	.00	33.18	33.18	100.00
FUND #-550							
1200	DSR PAYMENTS	.00	.00	.00	10,224.00	10,224.00	100.00
1501	**INTEREST REVENUE**	.00	.00	.00	58.69	58.69	100.00
	--FUND TOTAL--	.00	.00	.00	10,282.69	10,282.69	100.00
FUND #-570							
1501	INTEREST REVENUE	.00	.00	.00	1.55	1.55	100.00
1901	PROGRAM INCOME	.00	.00	.00	342.81	342.81	100.00
4105	BALANCE FORWARD	.00	807.60	.00	.00	807.60	100.00
	--FUND TOTAL--	.00	807.60	.00	344.36	1,151.96	142.63
FUND #-580							
1501	INTEREST REVENUE	.00	.00	.00	67.17	67.17	100.00
4105	**BALANCE FORWARD**	.00	122.20	.00	.00	122.20	100.00
	--FUND TOTAL--	.00	122.20	.00	67.17	189.37	154.96

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7/01/2014 *GL060AA*

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

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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	44,000.00	46,372.50	3,700.00	46,787.50	415.00-	.89-
2404	**GRANT FUNDS**	.00	74,032.73	.00	46,697.23	27,335.50	36.92
4105	Transfer from General Fund	83,464.00	83,464.00	.00	83,464.00	.00	.00
	--FUND TOTAL--	<u>127,464.00</u>	<u>203,869.23</u>	<u>3,700.00</u>	<u>176,948.73</u>	<u>26,920.50</u>	<u>13.20</u>
FUND #-733							
1899	* Miscellaneous Revenue *	20,000.00	20,000.00	80.00	19,928.47	71.53	.35
	--FUND TOTAL--	<u>20,000.00</u>	<u>20,000.00</u>	<u>80.00</u>	<u>19,928.47</u>	<u>71.53</u>	<u>.35</u>
	--FINAL TOTAL--	<u>36,042,532.00</u>	<u>38,589,614.30</u>	<u>3,229,658.31</u>	<u>35,949,249.59</u>	<u>2,640,364.71</u>	<u>6.84</u>

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

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAINING
FUND #-100								
11010	* Board of Supervisors *	43,871.00	44,601.10	2,859.17	44,661.61	.00	60.51-	.13-
12100	* County Administrator *	221,793.00	212,668.00	15,484.71	213,503.89	.00	835.89-	.39-
12240	* Independent Auditor *	33,500.00	33,700.00	.00	33,700.00	.00	.00	.00
12310	* Commissioner of Revenue *	235,128.00	223,075.03	17,714.71	222,484.58	.00	590.45	.26
12320	* Assessor *	92,000.00	174,646.31	.00	135,331.31	.00	39,315.00	22.51
12330	* Equalization Board *	1,500.00	1,100.00	.00	1,100.00	.00	.00	.00
12340	* License Bureau *	.00	.00	22.26	22.26	.00	22.26-	100.00-
12410	* Treasurer *	269,917.00	269,917.00	26,006.45	267,278.65	.00	2,638.35	.97
12430	* Accounting *	161,819.00	163,507.45	11,839.43	163,571.87	.00	64.42-	.03-
12510	* Data Processing *	171,745.00	150,031.67	6,370.30	139,626.01	.00	10,405.66	6.93
13100	* Electoral Board *	25,157.00	13,525.00	555.66	13,497.59	.00	27.41	.20
13200	* Registrar *	80,708.00	80,938.00	6,442.25	80,924.83	.00	13.17	.01
21100	* Circuit Court *	15,310.00	12,719.00	10,260.95	12,387.83	.00	331.17	2.60
21200	* General District Court *	6,445.00	5,645.00	245.00	5,433.02	.00	211.98	3.75
21300	* Magistrate *	2,069.00	1,839.00	241.40	1,709.29	.00	129.71	7.05
21600	* Clerk of Circuit Court *	232,813.00	250,252.71	18,827.89	246,480.79	.00	3,771.92	1.50
21800	* Law Library *	1,000.00	1,000.00	.00	550.41	.00	449.59	44.95
22100	* Commonwealth's Attorney *	213,940.00	222,037.40	25,861.57	215,655.98	.00	6,381.42	2.87
31200	* Sheriff *	1,406,791.00	1,544,097.78	134,903.13	1,539,236.84	.00	4,860.94	.31
31250	* School Resource Officer *	61,016.00	61,061.44	5,086.94	61,041.32	.00	20.12	.03
31400	* E911 *	23,050.00	29,798.61	606.96	23,794.80	.00	6,003.81	20.14
32221	*Cumberland Vol. FIRE DEPT*	39,500.00	57,528.34	.00	57,528.34	.00	.00	.00
32222	*Cartersville Volun.*	26,075.00	44,103.33	.00	44,103.33	.00	.00	.00
32301	*Cumberland Vol. Rescue Squad*	25,875.00	30,938.24	.00	25,875.00	.00	5,063.24	16.36
32302	*Prince Edward Vol. Rescue Squad*	8,000.00	8,000.00	.00	8,000.00	.00	.00	.00
32303	*Randolph Fire Dept.*	41,000.00	59,028.33	.00	59,028.33	.00	.00	.00
32304	*Cartersville Vol. Rescue Squad*	37,320.00	42,383.24	10,126.48	47,446.48	.00	5,063.24-	11.94-
32400	* Forestry Service *	8,705.00	8,705.34	.00	8,705.34	.00	.00	.00
33300	* Probation Office *	1,644.00	1,444.00	111.47	1,423.29	.00	20.71	1.43
33400	* Correction & Detention *	109,000.00	271,857.00	1,327.50	284,634.32	.00	12,777.32-	4.70-
34100	* Building Inspections *	119,499.00	116,609.70	10,208.52	115,723.95	.00	885.75	.75
35100	* Animal Control *	90,156.00	98,733.51	5,694.65	98,581.46	.00	152.05	.15
35300	* Medical Examiner *	.00	.00	20.00	120.00	.00	120.00-	100.00-
42400	* Refuse Disposal *	563,625.00	592,367.79	52,643.36	650,220.17	.00	57,852.38-	9.76-
43200	* General Properties *	690,593.00	705,829.56	48,980.93	647,447.73	.00	58,381.83	8.27
51200	* Supplement of Local Health Dept *	79,441.00	79,259.38	.00	79,259.38	.00	.00	.00
52500	* Chapter 10 Board - Crossroads *	34,000.00	34,000.00	.00	34,000.00	.00	.00	.00
61230	* CSA Management *	33,834.00	34,729.00	1,013.56	33,943.98	.00	785.02	2.26
68000	* Community Colleges *	2,588.00	6,449.00	.00	6,449.00	.00	.00	.00
71311	*Special Olympics*	200.00	200.00	.00	200.00	.00	.00	.00
71500	* Recreation *	81,290.00	84,997.15	4,623.34	84,259.32	.00	737.83	.86
73100	* Local Library *	115,450.00	115,450.00	.00	115,450.00	.00	.00	.00
81100	* Planning Commission *	10,350.00	5,150.00	961.50	4,717.50	.00	432.50	8.39
81110	* Planning/Zoning Dept. *	114,644.00	125,000.53	9,904.99	125,999.67	.00	999.14-	.79-
81200	* Community & Economic Developmnt *	2,000.00	2,000.00	.00	2,000.00	.00	.00	.00
81400	* Board of Zoning Appeals *	1,850.00	210.00	.00	210.00	.00	.00	.00
81513	*Clothes Closet*	600.00	600.00	50.71	610.45	.00	10.45-	1.74-

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7/01/2014 *GL060AA*

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

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ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAINING
81522	* Meals On Wheels *	3,780.00	50.29	.00	50.29	.00	.00	.00
81535	* Farmville Area Chamber of Commerc	1,500.00	1,500.00	.00	1,500.00	.00	.00	.00
81541	* Longwood Small Bus. Dev. Ctr. *	3,000.00	3,000.00	.00	3,000.00	.00	.00	.00
81542	* Southside Violence Prevention *	5,000.00	5,000.00	.00	5,000.00	.00	.00	.00
82401	*Peter Francisco SWD*	6,895.00	6,895.00	.00	6,895.00	.00	.00	.00
82600	* Agricultural Development *	.00	.00	.00	100.00	.00	100.00	100.00
83500	* Extension Agents *	45,374.00	45,374.00	10,792.00	45,605.27	.00	231.27	.50
90000	* NONDEPARTMENTAL *	1,465.00	9,754.71	230.41	9,647.58	.00	107.13	1.09
93100	**TRANSFERS**	8,269,298.00	8,269,298.00	.00	6,829,884.92	.00	1,439,413.08	17.40
-- FUND TOTAL--		13,873,123.00	14,362,605.94	440,018.20	12,859,612.98	.00	1,502,992.96	10.46
FUND #-150								
22100	COMMONWEALTH'S ATTORNEY	.00	.00	.00	3,992.87	.00	3,992.87	100.00
31200	SHERIFF	30,000.00	30,000.00	975.60	22,772.01	.00	7,227.99	24.09
-- FUND TOTAL--		30,000.00	30,000.00	975.60	26,764.88	.00	3,235.12	10.78
FUND #-170								
62100	HEALTH INSURANCE	1,804,326.00	1,803,670.45	113,713.06	1,577,551.36	.00	226,119.09	12.53
63100	DENTAL INSURANCE	109,200.00	109,200.00	8,980.18	107,361.38	.00	1,838.62	1.68
64100	PATIENT CENTERED OUTCOME FEE(PCOR)	.00	655.55	.00	655.55	.00	.00	.00
-- FUND TOTAL--		1,913,526.00	1,913,526.00	122,693.24	1,685,568.29	.00	227,957.71	11.91
FUND #-201								
53100	* Administration *	1,221,776.00	1,329,189.96	69,526.22	1,197,377.94	.00	131,812.02	9.91
-- FUND TOTAL--		1,221,776.00	1,329,189.96	69,526.22	1,197,377.94	.00	131,812.02	9.91
FUND #-203								
61314		.00	295,491.34	60.50	174,427.57	.00	121,063.77	40.97
-- FUND TOTAL--		.00	295,491.34	60.50	174,427.57	.00	121,063.77	40.97
FUND #-205								
61100		14,143,703.00	15,065,398.51	332,812.69	12,417,954.62	.00	2,647,443.89	17.57
-- FUND TOTAL--		14,143,703.00	15,065,398.51	332,812.69	12,417,954.62	.00	2,647,443.89	17.57
FUND #-302								
94380	*Randolph Community Center*	11,820.00	11,820.00	.00	11,820.00	.00	.00	.00

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

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAINING
95101	**ELEMENTARY SCHOOL**	.00	.00	4,355.00	4,355.00	.00	4,355.00-	100.00-
	--FUND TOTAL--	11,820.00	11,820.00	4,355.00	16,175.00	.00	4,355.00-	36.84-
FUND #-401								
67200	* Elementary School - Lit Loan *	236,667.00	236,667.00	.00	236,666.67	.00	.33	.00
67400	* COPS97 Loan *	372,756.00	372,756.00	1,777.88	374,534.13	.00	1,778.13-	.47-
67500	* High/Middle School - VPSA Loan *	967,501.00	967,501.00	.00	968,200.72	.00	699.72-	.07-
67700	PUBLIC FACILITY NOTE 2009	393,694.00	393,694.00	.00	375,519.56	.00	18,174.44	4.61
67800	* AMERESCO *	134,158.00	134,158.00	.00	134,158.00	.00	.00	.00
95500	* LeSueur Property *	9,067.00	9,067.00	.00	9,067.50	.00	.50-	.00
95600	* SunTrust Loan-HS/MS *	249,041.00	1,491,576.00	.00	1,491,197.78	.00	378.22	.02
95700	* Suntrust Loan - Courthouse *	1,491,576.00	249,041.00	.00	249,041.30	.00	.30-	.00
	--FUND TOTAL--	3,854,460.00	3,854,460.00	1,777.88	3,838,385.66	.00	16,074.34	.41
FUND #-500								
53900		450,000.00	450,000.00	107,881.42	454,654.79	.00	4,654.79-	1.03-
	--FUND TOTAL--	450,000.00	450,000.00	107,881.42	454,654.79	.00	4,654.79-	1.03-
FUND #-501								
93100	** TRANSFERS **	.00	5,017.54-	.00	.00	.00	5,017.54-	100.00
94900	* SEWER FUND - Enterprise Fund *	274,583.00	300,081.46	36,902.28	277,872.36	.00	22,209.10	7.40
95900	* WATER FUND - ENTERPRISE FUND *	122,077.00	122,077.00	9,267.53	108,945.98	.00	13,131.02	10.75
95903	** WATERLINE EXTENSION PROJECT **	.00	635,182.60	4,287.72	446,874.86	.00	188,307.74	29.64
	--FUND TOTAL--	396,660.00	1,052,323.52	50,457.53	833,693.20	.00	218,630.32	20.77
FUND #-570								
53500	ADMIN EXPENSES	.00	807.60	.00	946.96	.00	139.36-	17.25-
	--FUND TOTAL--	.00	807.60	.00	946.96	.00	139.36-	17.25-
FUND #-580								
53500	IPR ADMINISTRATIVE EXPENSES	.00	122.20	.00	122.20	.00	.00	.00
	--FUND TOTAL--	.00	122.20	.00	122.20	.00	.00	.00
FUND #-715								
81610	COMMUNITY CENTER PURCHASE	127,464.00	129,836.50	8,792.80	121,691.45	.00	8,145.05	6.27
81620	MADISON INDUSTRIAL PARK	.00	74,032.73	3,400.00	30,735.50	.00	43,297.23	58.48

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7/01/2014

GL060AA

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

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ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	‡ REMAINING
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	--FUND TOTAL--	127,464.00	203,869.23	12,192.80	152,426.95	.00	51,442.28	25.23
FUND #-733								
53010		20,000.00	20,000.00	1,071.00	19,867.28	.00	132.72	.66
	--FUND TOTAL--	20,000.00	20,000.00	1,071.00	19,867.28	.00	132.72	.66
	--FINAL TOTAL--	36,042,532.00	38,589,614.30	1,143,822.08	33,677,978.32	.00	4,911,635.98	12.72

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RESOLUTION OF APPRECIATION

LEIGH McCREA

WHEREAS, Cumberland County depends on volunteers from the community who step in to assist with County functions, especially in times of down-sizing and limited government resources; and

WHEREAS, due to budget considerations, Cumberland County Animal Control, along with other departments, has undergone a decrease in staff; and

WHEREAS, at this time, and in response to the need for greater publicity of the animals available for adoption from the County, Ms. Leigh McCrea has stepped in to assist Cumberland County Animal Control with publicity and adoption efforts for animals at the Cumberland County animal shelter, and in many other ways; and

WHEREAS, Ms. McCrea has, and continues to, volunteer her time at night and on weekends to undertake such projects as the establishment of an online showcase for the County's animals available for adoption and the transportation of animals to Richmond to participate in adoption events; and

WHEREAS, as a result of Ms. McCrea's efforts, the County has seen an increase in the number of pet adoptions; and

WHEREAS, the adoptions not only provide a new opportunity for the animals for whom homes are found, but also yields cost savings for the County.

NOW, THEREFORE, BE IT RESOLVED that the members of the Cumberland County Board of Supervisors, through this Resolution, express their appreciation for the ongoing efforts of Ms. Leigh McCrea in assisting Cumberland County Animal Control with pet adoptions and for her general support of Cumberland County Animal Control.

ADOPTED the 8th day of July, 2014.

Mr. Lloyd Banks, Jr.

ATTEST:

County Administrator

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DATE: July 1, 2014
TO: Cumberland County Board of Supervisors
FROM: Vivian Seay Giles
RE: July Board Agenda Item – VGA Resolution

Recommendation

Adopt a resolution supporting the construction of one or more natural gas pipelines through Cumberland County.

Discussion

Virginia's Growth Alliance (VGA) has adopted a resolution supporting the construction of natural gas pipelines in the VGA region and is asking each County to likewise show support for the natural gas pipelines proposed for their localities.

Resolution in Support of Natural Gas Pipeline Projects



July 8, 2014

1 Courthouse Circle | Post Office Box 110
Cumberland, Virginia 23040

WHEREAS, it has come to the attention of the Board of Supervisors of Cumberland County that a number of natural gas transmission lines are under consideration for construction in the Commonwealth; and

804.492.3800 Telephone
804.492.9224 Facsimile

www.cumberlandcounty.virginia.gov
info@cumberlandcounty.virginia.gov

WHEREAS, the proposed routes of some of these transmission lines includes Cumberland County; and

WHEREAS, the lack of the availability of, and access to, natural gas has proven to be a critical hurdle impeding economic development in many localities in Virginia, including Cumberland County; and

WHEREAS, access to natural gas would serve not only the citizens of Cumberland County by providing access to an alternative heating source, but also would prove beneficial in efforts to attract businesses to the County.

THEREFORE, BE IT RESOLVED, that the Cumberland County Board of Supervisors supports the construction of any and all natural gas pipelines in Cumberland County in order that residents and businesses in the County may access natural gas transmission lines.

BE IT FURTHER RESOLVED that the Cumberland County Board of Supervisors pledges to collaborate and cooperate with any and all stakeholders, governing bodies, government agencies, contractors, services providers, and any and all other interested parties in order to guarantee access to such lines for the current and future businesses and residents of Cumberland County.

ADOPTED the 8th day of July, 2014.

Mr. Lloyd Banks, Jr., Chairman
Cumberland County Board of Supervisors

ATTEST:

Vivian Seay Giles
County Administrator/County Attorney

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DATE: July 1, 2014
TO: Cumberland County Board of Supervisors
FROM: Vivian Seay Giles
RE: July Board Agenda Item – BB&T Credit Card

Recommendation

Move the County’s credit card to BB&T and increase the credit limit to \$25,000. The County currently has a banking relationship with BB&T for other purposes.

Benefits

1. Higher credit limit to avoid those situations, though rare, when a bulk of equipment is needed but cannot be ordered using the County’s credit card.
2. Enables the establishment of varying credit limits for employees, which is not currently possible. At present, each employee who uses the County credit card has access to the entire line of credit. This is an added security measure for the protection of the County.
3. Enables the administration of the account, including immediate telephone payment transactions and balance confirmations, without the provision of individual, personal social security numbers.
4. Individual account tracking will be possible. Currently, there is no record of who makes charges to the County’s credit card. With BB&T, each card is numbered differently so that the Finance Department will know immediately and from the billing statement who made a charge to the card. This will save a great deal of time in properly coding transactions and securing invoices for proper record keeping.

Resolution

RESOLVED, that Vivian Seay Giles, County Administrator and County Attorney, is authorized to act on the behalf of Cumberland County and sign all documentation necessary for the furtherance of opening that certain Business Visa Credit Card (the “VISA”) with Branch Banking and Trust Company (BB&T), including the execution of all VISA and related loan documents.



July 8, 2014

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Cumberland, Virginia 23040

Vivian Seay Giles
County Attorney | County Administrator
Direct Dial 804.492.3578
vgiles@cumberlandcounty.virginia.gov

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Lara M. Hansen, Vice President
Branch Banking and Trust Company
901 East Byrd Street, Suite 600
Richmond, Virginia 23219

Re: Cumberland County

To Whom It May Concern:

Please allow this letter to confirm the organization structure of Cumberland County in the furtherance of opening that certain Business Visa Credit Card (the "VISA") with Branch Banking and Trust Company ("BB&T").

Cumberland County is a political subdivision of the Commonwealth of Virginia, funded by both the Commonwealth of Virginia and Cumberland County. Cumberland County is governed by a Board of Supervisors comprised of five (5) voting supervisors (the "Board").

The current Board members are as follows:

Lloyd Banks, Jr., Chairman
William K. Kingle, Vice-chairman
David Meinhard
William F. Osl, Jr.
Parker Wheeler

The Board, by a majority, is able to act on behalf of, and bind, in relation to financing documents with BB&T, including, but not limited to, the VISA documents and related loan documents. The Board has appointed Vivian Seay Giles, County Administrator | County Attorney, to act on its behalf in this matter and will execute the related loan documents with BB&T.

FOR AND ON BEHALF OF CUMBERLAND COUNTY:

By: _____
Lloyd Banks, Jr., Chairman
Cumberland County Board of Supervisors
1 Courthouse Circle, Cumberland, Virginia 23040

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July 8, 2014

1 Courthouse Circle | Post Office Box 110
Cumberland, Virginia 23040

Vivian Seay Giles
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Lara M. Hansen, Vice President
Branch Banking and Trust Company
901 East Byrd Street, Suite 600
Richmond, Virginia 23219

Re: Cumberland County - Authorization

To Whom It May Concern:

Please allow this letter to serve as official notice that the Board of Supervisors of Cumberland County did pass the following resolution at its regular meeting on July 8, 2014:

RESOLVED, that Vivian Seay Giles, County Administrator and County Attorney, is authorized to act on behalf of Cumberland County and sign all documentation necessary for the furtherance of opening that certain Business Visa Credit Card (the "VISA") with Branch Banking and Trust Company ("BB&T"), including the execution of all VISA and related loan documents.

FOR AND ON BEHALF OF CUMBERLAND COUNTY:

By: _____

Lloyd Banks, Jr., Chairman
Cumberland County Board of Supervisors
1 Courthouse Circle, Cumberland, Virginia 23040

Attest:

Vivian Seay Giles, Clerk to the Board of Supervisors

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**Resolution in Support of
Virginia Tobacco Indemnification and Community
Revitalization Commission
Grant Application**



July 8, 2014

1 Courthouse Circle | Post Office Box 110
Cumberland, Virginia 23040

WHEREAS, for many years, the Virginia Tobacco Indemnification and Community Revitalization Commission (the Tobacco Commission) has supported the economic development efforts of Cumberland County; and

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info@cumberlandcounty.virginia.gov

WHEREAS, the Tobacco Commission has provided grant funding for a variety of projects, including the purchase of real property for the Cumberland Business Park and the construction of the road leading to that property; and

WHEREAS, the Tobacco Commission also has been instrumental in the development of that property as proposed businesses have expressed an interest in the possibility of locating there; and

WHEREAS, the Industrial Development Authority of the County of Cumberland, Virginia (the Cumberland IDA) now seeks additional grant funding from the Tobacco Commission in order to further develop the Cumberland Business Park and to utilize assets previously purchased with Tobacco Commission funding; and

WHEREAS, the Cumberland County Board of Supervisors supports the efforts of the Cumberland IDA in the development of the Cumberland Business Park, supports the application for additional grant funding, and supports the opportunity to utilize assets previously purchased with Tobacco Commission funding.

THEREFORE, BE IT RESOLVED, that the Cumberland County Board of Supervisors by this Resolution does support the development of the Cumberland Business Park and does support the application to the Tobacco Commission for additional grant funding for that purpose.

BE IT FURTHER RESOLVED that the Cumberland County Board of Supervisors does hereby express its gratitude to the Tobacco Commission for the ongoing support of Cumberland County through generous grant funding and interest in the County's development projects.

ADOPTED the 8th day of July, 2014.

Mr. Lloyd Banks, Jr.
Chairman, Cumberland County
Board of Supervisors

ATTEST:

Vivian Seay Giles
County Administrator/County Attorney

54

William F. Osl, Jr.
District 1

Lloyd Banks, Jr.
District 2

William K. "Kevin" Ingle
District 3

David E. Meinhard
District 4

Parker H. Wheeler
District 5

Request For Appropriation

Department: Recreation

Code: 71500

Appropriate from:

Code	Item	Amount
3-100-001613-0021	Baseball Fees	2087.10

Appropriate to:

Code	Item	Amount
4-100-71500-8095	Baseball	2087.10

Reason for Request:

Costs of All-Star uniforms were reimbursed by parents. Tournament funds collected need to cover extra expenses incurred due to having tournaments held in Cumberland this year.

Tracie L. Orjlet
Signature

6/30/14
Date

Approved:

Board of Supervisors

Date

TAX RECEIPT

Ticket #:00000610001 @@

COUNTY OF CUMBERLAND
L.O. PFEIFFER, JR.
P.O. BOX 28

Date : 6/24/2014
Register: 005/TRREG1
Trans. #: 03184
Dept #: YLFBB
Acct# :

CUMBERLAND VA 23040-0028

YOUTH LEAGUE FEES - BASEBALL
COACH PITCH BASEBALL
TOURNAMENT

Previous Balance \$ 1534.00

Principal Being Paid \$ 1534.00
Penalty \$.00
Interest \$.00

WHITE, KEITH

Amount Paid \$ 1534.00

*Balance Due \$.00
Cash 1534.00

Pd by WHITE, KEITH
BALANCE DUE INCLUDES PENALTY/INTEREST THRU THE MONTH 6/2014

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T A X R E C E I P T

Ticket #:00000620001 @@

COUNTY OF CUMBERLAND
L.O. PFEIFFER, JR.
P.O. BOX 28

Date : 6/27/2014
Register: 005/TRREG1
Trans. #: 03211
Dept # : YLFBB
Acct# :

CUMBERLAND VA 23040-0028

YOUTH LEAGUE FEES - BASEBALL
BASEBALL

Previous Balance \$ 553.10

Principal Being Paid \$ 553.10

Penalty \$.00

Interest \$.00

WHITE, KEITH DIRECTOR

Amount Paid \$ 553.10

*Balance Due \$.00

Cash 299.10

Check 254.00 #

Pd by WHITE, KEITH DIRECTOR
BALANCE DUE INCLUDES PENALTY/INTEREST THRU THE MONTH 6/2014

*Disco
#71157*

Current Projects:

July 2014

Zoning		
Pending Zoning Questions and Requests		
Name:	Location:	Description:
Tanny Hobson	714 Stoney Point Road	Interested in having a food pantry at this property. Planning Commission would like to see applicant's plan and information for 501c3.
Randall Daves	1588 Anderson Highway	New restaurant coming to previous ice cream store.
CUP's and Rezoning Requests		
Thompson Rezoning	8 Thompson Road	Planning Commission amending case to a CUP in the A-2 district. Planning Commission recommended approval at 6/16/2014 meeting. Board of Supervisors public hearing on July 8, 2014.
	Address TBD, Intersection of Davenport and Cumberland Roads	Proposal to develop site as a community center/recreation center. Use for parties, anniversaries, weddings, etc. Rezoning required, no application submitted.
Northfield Foundation	189 Old Buckingham Road	CUP expires August, 2014. Received letter from the foundation, working on renewal.
Kevin Dunn	1671 Cumberland Road	Applicant has gotten recommendations from VDOT. He is requesting a CUP for his R-2 section for his garage so that he may conduct a vehicle repair business there. Planning Commission recommended approval at 6/16/2014 meeting. Board public hearing on July 8, 2014.
Other Zoning Issues- None		
Grant Updates:		
Pending Grant Applications		
Name:	Location:	Description:
VDOT	Courthouse Area	Met with VDOT regarding upcoming grant request for Courthouse related improvements to address sidewalks and parking safety concerns. Staff attending workshop this summer for a fall application deadline.
VaTICRC	Industrial Park	The IDA, at their 6/24/2014 meeting, requested that staff complete a new VaTICRC application for funding on the ARR site. The IDA further accepted a transfer of the existing VSMP from Cumberland Energy and re-registered the permit in the IDA's name to ensure that environmental permitting would be completed for Project Gonzalez. The IDA also approved expenditures to complete an updated road master plan for the Industrial Park.
FEMA/VDEM	Emergency Services	Requesting dollars for equipment needed to implement a coordinated response system for 1 st responders and to purchase additional new Toughbooks.
SERCAP	Eastern Public Waterline	2 new residences have been connected with the remaining SERCAP LMI funds totaling 23 residents

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	Connections	connected with grant dollars to the new public waterline. Grant is closed.
Subdivisions:		
<i>Pending Subdivisions- None</i>		
<i>Other Land Divisions or Adjustments</i>		
Randall Daves	1588 Anderson Hwy	Lot line adjustment between ABC property and ice cream store property. Will be submitted week of 5/19? Has not yet been submitted as of 7/1/14.
Other Regulatory Functions:		
<i>Erosion and Sediment Control Applications</i>		
Name:	Location:	Description:
Adrienne Ashley	Address TBD Vogel Road	Applicant is having a driveway constructed for a future residence. E and S plan approved, and work is proceeding.
Tim Whaley	4 Quarry Road	Plans for new chicken houses. E and S plans approved.
Roy Watson	42 Sports Lake Road	Plans for new chicken houses. E and S plans approved.
Sandra Landis	903 Guinea Road	Plans for new chicken houses. E and S plans approved.
Project Gonzalez	Address TBD Poorhouse Road	Renewal of plans from ARR site. Plans approved 6/23/2014.
Parrish and Amy Galloway	Address TBD Forest View Road	Filing an Agreement in Lieu of a Plan for a single family residence and a garage on 9.7 acres.
<i>Poultry Plans- No new plans</i>		
<i>Code Amendment Questions</i>		
Sign Ordinance	Countywide	Needs to be updated in general.
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.
Overlay district standards	Anderson Highway between 45 and 45	Standards to require improved appearance in mixed use district around the Courthouse.
Mixed Use Zoning District	Cumberland Road and Anderson Highway	Combine uses in B-3 and R-2 for a mixed use district.
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, and divisions of under six lots. This would allow these lots to be developed without requiring a VSMP.
A-2 Conditional Use change	Countywide	Planning Commission has requested a change to the A-2 district that will allow mini-storage to be conducted in the A-2 with a conditional use permit. CPC recommended approval. Board public hearing July 8, 2014.



STAFF REPORT
CUP 11-05 Bodacious Motorsports Event
June 6-8, 2014 Event Compliance
Cumberland County, Virginia
Board of Supervisors
July 8, 2014

Permit Information:

CUP 11-05 was renewed for one year on Tuesday, March 11, 2014, with 28 conditions for applicants Old Dominion 4-Wheel Drive Club to hold up to 3 annual weekend-long motorsports events on tax map parcels 12-A-3 and 12-A-4, physical address 415 Boston Hill Road.

Summary of April 2014 Event:

Dates:

Friday, June 6- Sunday, June 8, 2014

Attendees:

Total – Attendance numbers not received as of 7/2/2014.

Arrests:

1 arrest domestic assault

Compliance with CUP Conditions

1. **Terms and definitions:** For the purpose of this Conditional Use Permit, the following terms shall have the following meaning and no other:
 - a. ***“Property Owner”*** shall mean the person, persons or group that owns the following Cumberland County Tax Map parcels 12-A-3 and 12-A-4.
 - b. ***“Property”*** shall mean the property indentified as the following Cumberland County tax Map Parcels 12-A-3 and 12-A-4 and shown on permit site plan.
 - c. ***“Main Events”*** shall mean an event that occurs over a Friday, Saturday and Sunday period that lasts no more than 60 consecutive hours.

- d. *“Motor Sports Complex”* shall mean an outdoor sports complex containing race track(s) suitably constructed to provide for public viewing of motor vehicle racing.
 - e. *“Restricted Areas”* shall mean areas where spectators shall not be permitted.
 - f. *“Club”* shall mean the Virginia 4 Wheel Drive Conversion Club or their successor.
 - g. *“Club staff”* shall mean the members of the Club who facilitate and manage Main Events. Such individuals shall clearly identifiable by special shirts, uniforms, armbands or other methods.
2. Events permitted: No more than three (3) Main Events shall be allowed in any calendar year and may only be held during the months of April through September. Additional events may be permitted by amendment to the Conditional Use Permit.

In Compliance

3. Noise and quiet hours: Motor sports events and club sponsored activities shall only take place between the hours of 9:00 A.M and 12:00 A.M. Quiet hours shall be enforced by club staff from 12:00 A.M. to 9:00 A.M. Any noise during quiet hours resulting from any event or club sponsored activity on the Property shall not exceed a noise level of 70 decibels for any continuous 60 second period. If Cumberland County receives any complaints from adjacent property owners regarding noise levels during quiet hours or upon its own investigation discovers upon inspection that the noise levels exceed what is allowed during quiet hours, the Owner shall be given a warning for the first offense and shall not have another noncompliant event throughout the year. If the Owner violates the noise standards within the warning period, then the County reserves the right to: A) restrict events until the Property is brought back into compliance with the noise standards, B) fine the Owner \$500.00 and/or C) require noise reducing measures to be installed immediately at the cost of the Owner. For any offense after the first offense, the Owner shall A) pay a fine of \$1,000.00, B) have operation hours restricted until the Owner can bring the Property into compliance with the noise standards and C) must install any necessary noise reducing measures to come into compliance with the noise standards.

In Compliance

4. Alcohol consumption: All alcohol consumption on the Property shall follow the rules and regulations of the Virginia Alcohol and Beverage Control Board and the Code of Virginia. Any individual consuming alcohol that is under the age of 21 shall be reported to the local authorities and the parent or legal guardian of an underage drinker will be contacted by the local authorities if the underage drinker is a minor. Drivers and crew members are not permitted to consume alcoholic

beverages while racing. Alcoholic beverages shall not be allowed in Restricted Areas.

In Compliance

5. Method and manner of entry: (contingent on condition 4) All attendees must enter the Property by using the entrance on Boston Hill Road. No other entry point shall be permitted. Every individual requesting entry into the Property shall provide a valid ID showing their date of birth. Both hands of individuals under the age of 21 shall be clearly marked with black permanent marker to indicate they cannot consume alcohol. Staff shall re-mark the hands of individuals if the ink fades over the course of the event.

In Compliance

6. Prohibited items and activities: The following shall be prohibited:
 - a. Fireworks
 - b. Firearms, knives or other weapons
 - c. Illegal drugs and contraband

In Compliance

Notes: No incidents reported by the Sheriff's Department

7. Camping and overnight parking: Camping shall only be permitted in designated areas as permitted and regulated by the Virginia Department of Health. Camping and overnight parking of vehicles shall only be permitted on Friday and Saturday nights. There shall remain, at a minimum, one security officer in the camping area at all times during the event. Any travel trailers or recreational vehicles, as defined in the Code of the County of Cumberland, Virginia, brought to the site for the use of camping must be removed at the end of each event weekend.

NOT In Compliance

Notes: At the end of the event weekend, there were 10 remaining recreational vehicles or travel trailers at the campsite and three additional at the race area. Club members had been able to remove some of the long standing trailers, but request additional time to come into compliance with this condition.

8. Security: One trained unarmed security officer, who has successfully completed unarmed security guard training and been certified through the Virginia Department of Criminal Justice Services, per every 100 people is required throughout the main event. This is in addition to the off-duty deputies hired by the Club to work throughout the event and coordinated through the local Sheriff. One Emergency Medical Technician or off-duty fire and rescue personnel is required during all motorsports activities. If only one medical staff member is present and they become unavailable, then all motorsport activities must be discontinued until they can return to standing by for that event.

In Compliance

9. Parking: All spectators shall park in designated parking areas.

In Compliance

10. Event signage: Proper signage for parking and for entering and exiting the site, along with traffic control measures are required. At least two 24"x36" brown or green signs with white text that are professionally made shall be displayed at the entrance and near the race track stating the rules and regulations.

In Compliance

11. Virginia Department of Transportation (VDOT) Permit and Compliance: The applicant shall receive a VDOT permit and shall comply with all VDOT requirements for traffic control.

In Compliance

Notes: VDOT permit issued April 8, 2014 (good for 1 year).

12. Traffic Control: The applicant shall locate caution signs along Boston Hill Road warning drivers of the event and encouraging caution for the duration of the main events in a manner consistent with VDOT specifications and coordinate with state and local police for monitoring and enforcement.

In Compliance

13. Dust Control: The applicant shall apply a dust control additive to the dirt roads prior to each event in a manner according to VDOT specifications and coordinate the schedule and frequency of applications with VDOT.

In Compliance

14. Spectator safety: All motor sports areas shall be protected by guardrails and spectator areas shall be setback a minimum of one hundred (100) feet from the mud bog pit and a minimum of fifty (50) feet from the sand drag and motorcross track. All spectators must remain within the designated area during the event. Staff, emergency personnel, and event competitors are the only exception to this condition.

In Compliance

15. Participant safety: All trucks, cars and other motor vehicles used in race events and other competitions shall have the proper safety equipment and devices and shall comply with club rules. No child under the age of twelve (12) shall be

permitted to participate in any race event without parental consent. Children under twelve (12) participating in race events shall be limited to race vehicles with no larger than a ninety (90) cubic centimeter engine.

In Compliance

16. Garbage disposal: The Owner shall remove all trash created by the event from the property and along Boston Hill Road by 6:00 PM Wednesday evening following the event, weather permitting, and shall dispose of such garbage at locations approved by the Department of Environmental Quality.

In Compliance

17. Water & sewage service: Drinking water and toilet facilities shall be provided as required by the Virginia Department of Health.

In Compliance

18. Outdoor light control: Lighting shall not constitute a nuisance and shall not produce glare or otherwise spillover onto adjacent properties. All outdoor lighting shall be fully-shielded fixtures that direct light towards the ground and not upwards.

In Compliance

19. Site planning: A final schematic site plan shall be submitted and approved by the Zoning Administrator prior to initiating the use.

In Compliance

20. Liability insurance: The Owner or Applicant shall make every effort to obtain and keep a liability insurance policy in the amount of \$1,000,000 in as short a period as possible. A minimum policy of \$300,000 is required. If the Owner or Applicant has not obtained a policy of at least \$1,000,000 within one year of the effective date of this permit the Applicant shall be required to reapply for the Conditional Use Permit and provide evidence and reasons why the policy has not yet been obtained.

In Compliance

Notes: Insurance policy dated 4/14/2014 (good for 1 year) in the amount of \$300,000 through Evolution Insurance Brokers.

21. Compliance with laws, rules and regulations: All operations shall be conducted in compliance with all current applicable federal, state, and county laws, rules and regulations and the Owner shall perform all testing and monitoring required by applicable regulation.

In Compliance

22. Accessory uses: The location of any use that may be accessory or ancillary to the primary use of the Property shall be shown on the final schematic site plan. Such accessory uses may include small-scale sale of items to the general public. Any such use that is located outdoors shall be screened and meet all requirements set forth in the conditions contained herein.

In Compliance

23. Additional uses and changes: Any substantial changes, as determined by the Zoning Administrator, in the use of the Property by the Owner over what has been permitted by this Conditional Use Permit shall require an amendment to this Conditional Use Permit. Substantial changes can include, but are not limited to, changes or additions to the use of the property that would increase the amount of traffic, parking, outdoor lighting, noise, particulate emission, water usage or have other similar impacts.

In Compliance

24. Right to inspect: The Board of Supervisors, or their designated representative, has the right to inspect any activity or event governed by this permit for compliance with these conditions at any time.

In Compliance

25. Permit Renewal: The Applicant or Owner shall be required to renew this permit through the Zoning Administrator every one year. The Zoning Administrator may request Planning Commission or Board of Supervisors review of the permit renewal. If from its effective date. If the Owner or Applicant fails to renew the permit within one (1) year this Conditional Use Permit shall be considered invalid and all events allowed by this permit shall cease.
26. Revocation of permit: Violation of any of these terms and conditions shall, at the sole determination of the Zoning Administrator, be grounds for revocation of this Conditional Use Permit by the Board of Supervisors. This Conditional Use Permit shall remain in effect for the period of time that the Owner owns the Property provided that all required conditions are adhered to; however, any amendment to this Conditional Use Permit or subsequent Conditional Use Permit regarding the same or similar recreational events on the Property shall take precedence when there shall be any conflicting conditions; at any time that the Owner shall no longer retain ownership of all the Property, this Conditional Use Permit shall be considered invalid within one year and all events allowed by this permit shall cease.

27. At any point, if the applicant fails to pay within thirty days of the date of the invoice for any county services provided, this permit shall terminate and be immediately revoked without any further action by the county.

Note: Invoice for June event paid as of July 2, 2014.

28. County staff shall maintain a list of concerned nearby property owners and neighbors who live within a one mile radius of the event site and who request to be added to such list. The applicant shall make contact with those individuals prior to each event, giving them a contact name and number for an individual with the club who can be available in case of any problems in the adjacent area during event weekends.

Note: No requests have been made by any citizens for this list. Staff made contact with several neighbors during the event weekend to ensure that any concerns were addressed.

Public Input:

Staff received complaints from multiple property owners.

- One nearby neighbor had an issue with a competitor that was leaving Bodacious driving in the middle of the road.
- One nearby neighbor complained about noise from the event.

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Conclusion:

It is my opinion that the applicants were in compliance with all but two conditions during the April event. The two conditions that were not in compliance were camping (#7) and dust control (# 13). The applicant is aware of these issues.

Respectfully submitted by:

Sara Carter
Planning Director

6/18/14
FUND # - 999

GL070
* TREASURER'S ACCOUNTABILITY *

CUMBERLAND CO
BALANCE SHEET
5/31/2014

PAGE 1
TIME 8:40

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
100-0115	CENTRAL VA BANK - CHECKING	300,000.00	3,170,020.58	3,170,020.58-	300,000.00
100-0120	CENTRAL VA BANK - INVESTMENT ACCT	725,937.20	473,009.14		1,198,946.34
100-0121	CENTRAL VA BANK-DWRP	139.36		139.36-	
100-0122	CVB-IPR ACCOUNT	14,047.66	.35		14,048.01
100-0124	ESSEX BANK - CD	2,319,193.94			2,319,193.94
100-0125	CENTRAL VA BANK-FAF	25,377.82			25,377.82
100-0128	NEW HORIZON BANK-MONEY MKT	678,947.66	201.82		679,149.48
100-0129	CVB-MONEY MARKET ACCT	141,604.57	34.92		141,639.49
100-0131	FIRST BANK	228,847.99	28.95	25,000.00-	203,876.94
100-0137	LOCAL GOV INVESTMENT POOL	5,263.92	.36		5,264.28
100-0140	RIVER COMM BANK - CERT. OF DEPOSIT	359,043.25			359,043.25
100-0141	FIRST BANK/SEWER RESERVE	123,161.13	15.69		123,176.82
100-0142	FIRST BANK/WATER RESERVE	17,969.30	2.29		17,971.59
100-0143	CVB SAVINGS ACCT/SHERIFF FORFEITUR	66,452.57			66,452.57
100-0144	CVB-IDA RD OES DSR	42,850.87			42,850.87
100-0155	RETURNED CHECKS	1,099.13			1,099.13
ASSETS					
	TOTAL ASSETS	5,050,936.37	3,643,314.10	3,195,159.94-	5,499,090.53
REVENUE FUND BALANCES					
300-0000	GENERAL FUND BALANCE	3,987,956.21-	1,197,639.81	1,547,420.59-	4,337,736.99-
300-0100	ECONOMIC DEVELOPMENT FUND	38,871.00-			38,871.00-
300-0120	ASSET FORFEITURE FUND BALANCE	91,755.39-	1,455.00		90,300.39-
300-0150	HEALTH INSURANCE FUND	612,887.24-	175,080.34	288,137.20-	725,944.10-
300-0170	SOCIAL SERVICES FUND BALANCE		164,670.14	164,670.14-	
300-0201	NCLB FUND	88,882.93-	110,005.88	8,997.97-	12,124.98
300-0203	SCHOOL CONTINGENCY FUND				
300-0204	SCHOOL FUND BALANCE		1,326,196.09	1,326,196.09-	
300-0205	CAPITAL PROJECTS FUND BALANCE	29,657.81		30,087.69-	429.88-
300-0302	DEBT SERVICE FUND		296,148.02	296,148.02-	
300-0401	COMPREHENSIVE SERVICES ACT	52,808.49		11,461.77-	41,346.72
300-0500	UTILITY FUND (WATER/SEWER)	43,489.68-	80,081.67	133,046.20-	96,454.21-
300-0501	SEWER RESERVE FUND	123,161.13-		15.69-	123,176.82-
300-0515	WATER RESERVE FUND	17,969.30-		2.29-	17,971.59-
300-0540	IDA OES RD DSR FUND	42,850.87-			42,850.87-
300-0550	DRY WELL PROGRAM FUND BALANCE	139.36-	139.36		
300-0570	IPR FUND BALANCE	14,047.66-		.35-	14,048.01-
300-0580	IDA FUND BALANCE	40,184.58-	10,870.00	3,700.00-	33,014.58-
300-0715	SPECIAL WELFARE FUND BALANCE	21,945.91-	2,884.82	979.42-	20,040.51-
300-0733	**REVENUE FUND BALANCES**	5,041,674.96-	3,365,171.13	3,810,863.42-	5,487,367.25-
	TOTAL PRIOR YR FUND BALANCE	5,041,674.96-	3,365,171.13	3,810,863.42-	5,487,367.25-
	TOTAL REVENUE				
	TOTAL EXPENDITURE				
	TOTAL CURRENT FUND BALANCE				
	TOTAL LIABILITIES AND FUND BALANCE	5,041,674.96-	3,365,171.13	3,810,863.42-	5,487,367.25-

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6/18/14
FUND #-999

GL070
* TREASURER'S ACCOUNTABILITY *

CUMBERLAND CO
BALANCE SHEET
5/31/2014

PAGE 2
TIME 8:40

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
400-0000	**OTHER FUND BALANCES**				
400-0105	OVERPAYMENTS	456.31-	145.60	903.94-	1,214.65-
400-0110	PREPAID TAXES	8,715.10-		449.03-	9,164.13-
400-0140	COMMONWEALTH DEBIT ACCOUNT				
400-0150	COMMONWEALTH CREDIT ACCOUNT	90.00-	6,023.05	6,023.05-	90.00-
400-0216	ATTORNEY FEES			1,254.50-	1,254.50-
	OTHER FUND BALANCES	9,261.41-	6,168.65	8,630.52-	11,723.28-
		9,261.41-	6,168.65	8,630.52-	11,723.28-
500-0000	**UNCOLLECTED TAXES**				
500-0010	PUBLIC SERVICE CORP. TAXES PP/RE	663,066.25		234,662.84-	428,403.41
500-0079	UNCOLLECTED 2014 REAL ESTATE TAX	5,517,219.28	2,851.24	881,505.10-	4,638,565.42
500-0080	UNCOLLECTED 2013 REAL ESTATE TAXES	349,101.30		18,214.92-	330,886.38
500-0081	UNCOLLECTED 2012 REAL ESTATE TAXES	188,239.71		6,884.44-	181,355.27
500-0082	UNCOLLECTED 2011 REAL ESTATE TAXES	113,061.45		3,645.16-	109,416.29
500-0083	UNCOLLECTED 2010 REAL ESTATE TAXES	64,774.32		1,903.57-	62,870.75
500-0084	UNCOLLECTED 2009 REAL ESTATE TAXES	27,258.91		1,857.37-	25,401.54
500-0085	UNCOLLECTED 2008 REAL ESTATE TAXES	15,784.58		770.53-	15,014.05
500-0086	UNCOLLECTED 2007 REAL ESTATE TAXES	11,222.54		704.30-	10,518.24
500-0087	UNCOLLECTED 2006 REAL ESTATE TAXES	7,616.28		650.56-	6,965.72
500-0150	UNCOLLECTED 2005/2000 REAL ESTATE	12,350.90		847.16-	11,503.74
500-0152	2008 VEHICLE LICENSE TAX				
500-0153	2009 VEHICLE LICENSE TAX	6,145.88		23.00-	6,122.88
500-0154	2010 VEHICLE LICENSE TAX	7,281.62	23.00	69.00-	7,235.62
500-0155	2011 VEHICLE LICENSE TAX	9,293.15	23.00	108.00-	9,208.15
500-0156	2012 VEHICLE LICENSE TAX	12,132.27	23.00	579.56-	11,575.71
500-0157	2013 VEHICLE LICENSE TAX	41,156.68	46.00	6,802.85-	34,399.83
500-0171	UNCOLL. 2008 PERSONAL PROPERTY TAX				
500-0172	UNCOLL. 2009 PERSONAL PROPERTY TAX	31,623.38		350.80-	31,272.58
500-0173	UNCOLL. 2010 PERSONAL PROPERTY TAX	39,554.80	185.88	512.29-	39,228.39
500-0174	UNCOLL. 2011 PERSONAL PROPERTY TAX	44,619.45	170.01	1,213.77-	43,575.69
500-0175	UNCOLL. 2012 PERSONAL PROPERTY TAX	64,618.76	149.25	5,581.95-	59,186.06
500-0176	UNCOLL. 2013 PERSONAL PROPERTY TAX	210,890.46	352.80	36,778.85-	174,464.41
500-0200	RESERVE UNCOLLECTED COUNTY TAXES	7,437,011.97-	1,203,663.38	3,821.54-	6,237,170.13-
500-0400	UNCOLL MISC FEES	3,703.57			3,703.57
500-0401	RESERVE-MISC FEES	3,703.57-			3,703.57-
500-0402	UNCOLLECTED DWRP				
500-0403	RESERVE-UNCOLL. DWRP				
500-0404	UNCOLLECTED IPR BALANCE				
500-0405	RESERVE-IPR ACCOUNTS				
500-0800	UNCOLLECTED WATER CHARGES	10,567.86	7,840.27	10,029.56-	8,378.57
500-0810	RESERVE UNCOLLECTED WATER CHARGES	10,567.86-	10,029.56	7,840.27-	8,378.57-
500-0900	UNCOLLECTED SEWER CHARGES	25,979.80	20,425.58	25,925.66-	20,479.72
500-0910	RESERVE UNCOLLECTED SEWER CHARGES	25,979.80-	25,925.66	20,425.58-	20,479.72-
500-1007	UNCOLLECTED 2007 ROLLBACK TAX				
500-1008	UNCOLLECTED 2008 ROLLBACK TAX				
500-1009	UNCOLLECTED 2009 ROLLBACK TAX				

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
500-1010	UNCOLLECTED 2010 ROLLBACK TAX				
500-1011	UNCOLLECTED 2011 ROLLBACK TAX				
500-1012	UNCOLLECTED 2012 ROLLBACK TAX				
500-1013	UNCOLLECTED 2013 ROLLBACK TAX				
500-1014	UNCOLLECTED 2014 ROLLBACK TAX				
500-1099	RESERVE-UNCOLLECTED ROLLBACK TAXES				
	UNCOLLECTED TAXES		1,271,708.63	1,271,708.63-	
	COMMONWEALTH REIMB-PPTRA				
510-2007	COMMONWEALTH REIMB-2007	871,735.92			871,735.92
510-2008	COMMONWEALTH REIMB-2008	871,735.92			871,735.92
510-2009	COMMONWEALTH REIMB-2009	871,184.55			871,184.55
510-2010	COMMONWEALTH REIMB-2010	869,854.32	162.87	224.86-	869,792.33
510-2011	COMMONWEALTH REIMB-2011	865,067.22	144.99	214.38-	864,997.83
510-2012	COMMONWEALTH REIMB-2012	877,743.86	123.00	185.01-	877,681.85
510-2013	COMMONWEALTH REIMB. - 2013	867,661.67	109.40	536.82-	867,234.25
510-9999	ESTIMATED COMMONWEALTH RESERVE	6,094,983.46-	1,161.07	540.26-	6,094,362.65-
	COMMONWEALTH REIMB-PPTRA		1,701.33	1,701.33-	
			1,273,409.96	1,273,409.96-	
600-0000	**STATE ACCOUNTS**				
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		5,118.00	5,610.00-	492.00-
600-0190	RESERVE UNCOLLECTED STATE TAXES		5,610.00	5,118.00-	492.00
	STATE ACCOUNTS		10,728.00	10,728.00-	
			10,728.00	10,728.00-	
700-0000	**DEBT FUNDS**				
700-0151	CERT OF PARTICIPATION -ELEM 97	1,315,000.00			1,315,000.00
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	1,446,104.28			1,446,104.28
700-0227	WATERLINE EXT LOAN-USDA	939,000.00			939,000.00
700-0231	COURTHOUSE LOAN-SUNTRUST	2,023,000.00			2,023,000.00
700-0236	PUBLIC FACILITIES NOTE-2009	4,325,000.00			4,325,000.00
700-0237	VPSA	8,713,138.00			8,713,138.00
700-0239	IDA RD LOAN-OES PROPERTY	1,933,398.27			1,933,398.27
700-0240	AMERESCO LOAN	1,131,813.00			1,131,813.00
700-0250	RESERVE DEBT FUND	42,843,120.16-			42,843,120.16-
	DEBT FUNDS				

ES

Treasurer's Office

Outstanding Collections Report

June 2014

Real Estate

	<u>As of 5/31/14</u>	<u>As of 6/30/14</u>	<u>Change</u>	<u>% Collected</u>	<u>Abatements/ Exonerations</u>
2000-2005	\$ 11,503.74	\$ 11,440.31	\$ 63.43	0.55%	
2006	6,965.72	6,862.31	103.41	1.48%	
2007	10,518.24	10,518.24	-	0.00%	
2008	15,014.05	15,014.05	-	0.00%	
2009	25,401.54	24,406.02	995.52	3.91%	
2010	62,870.75	62,064.71	806.04	1.28%	
2011	109,416.29	104,602.23	4,831.06	4.41%	
2012	181,355.27	172,652.87	8,702.40	4.80%	
2013	330,886.38	312,607.25	18,279.13	5.52%	
Total	\$ 753,931.98	\$ 720,167.99	\$ 33,780.99		

Personal Property

	<u>As of 5/31/14</u>	<u>As of 6/30/14</u>	<u>Change</u>	<u>% Collected</u>	<u>Abatements/ Exonerations</u>
2009	\$ 31,272.58	\$ 31,195.54	\$ 77.04	0.24%	
2010	39,228.39	39,131.06	97.33	0.24%	
2011	43,575.69	43,103.66	472.03	1.08%	
2012	59,186.06	55,954.47	3,231.59	5.46%	\$ 55.42
2013	174,464.41	148,554.90	25,909.51	14.85%	95.01
Total	\$ 347,727.13	\$ 317,939.63	\$ 29,787.50		

Collection Rates - As of June 30, 2014

Real Estate:

	Current Collection %	Prior Year %	Change
Tax Year - 2014 (First half)	94.66%	94.77%	- 0.11%
Year 2013	88.25%	86.76%	+ 1.49%

Personal Property:

	Current Collection %	Prior Year %	Change
Tax Year - 2013	94.72%	94.21%	+ 0.51%
Year 2012	98.00%	97.84%	+ 0.16%

Transactions for DMV Select

June 2014

	# Transactions	Total \$	# Helped		# Transactions	Total \$	# Helped
1				17	26	\$1,490.34	3
2	52	\$3,475.76	8	18	22	\$774.25	3
3	41	\$1,876.68	7	19	19	\$984.50	6
4	24	\$1,233.61	5	20	47	\$2,116.14	5
5	17	\$910.80	6	21			
6	40	\$1,415.75	10	22			
7				23	33	\$1,585.94	10
8				24	43	\$1,302.00	4
9	24	\$1,007.00	5	25	30	\$1,614.50	3
10	8	\$279.50	4	26	23	\$1,663.75	4
11	27	\$965.75	7	27	53	\$2,290.59	6
12	22	\$626.75	5	28			
13	35	\$1,995.55	2	29			
14				30	79	\$3,145.81	3
15				31			
16	29	\$1,450.34	13		694	\$32,205.31	119

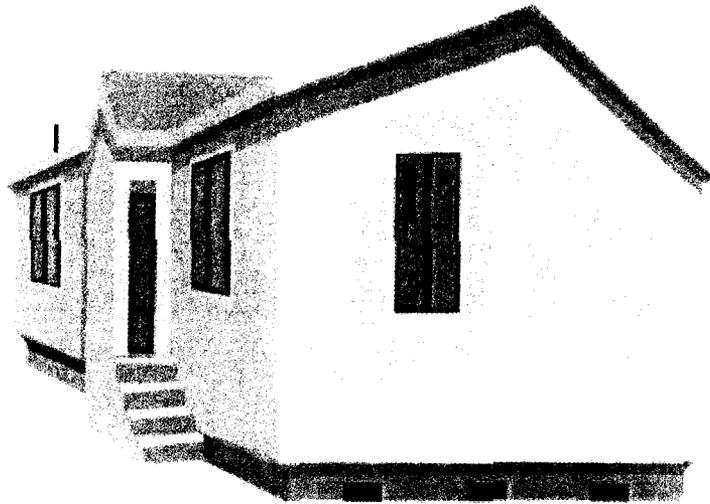
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MONTHLY RECYCLE TOTALS REPORT

PICK UP DATE	COUNTY			SCHOOL		
	PLASTIC/ALUMINUM	NEWSPAPER	PAPER	PLASTIC/ALUMINUM	NEWSPAPER	PAPER
6/2/2014	4 lbs. Plastic 1 lbs. Aluminum	19 lbs.	102 lbs.	0 lbs. Plastic 0 lbs. Aluminum	0 lbs.	0 lbs.
6/9/2014	4 lbs. Plastic 1 lbs. Aluminum	8 lbs.	76 lbs.	0 lbs. Plastic 0 lbs. Aluminum	0 lbs.	0 lbs.
6/16/2014	14 lbs. Plastic 1 lbs. Aluminum	16 lbs.	85 lbs.	0 lbs. Plastic 0 lbs. Aluminum	0 lbs.	0 lbs.
6/23/2014	9 lbs. Plastic 0 lbs. Aluminum	11 lbs.	32 lbs.	0 lbs. Plastic 0 lbs. Aluminum	0 lbs.	0 lbs.
MONTHLY TOTALS	31 lbs. Plastic 3 lbs. Aluminum	54 lbs.	295 lbs.	0 lbs. Plastic 0 lbs. Aluminum	0 lbs.	0 lbs.

CUMBERLAND COUNTY

**BUILDING INSPECTIONS
DEPARTMENT**



JUNE 2014

**MONTHLY
REPORT**

COUNTY of CUMBERLAND VIRGINIA

FOUNDED • 1749

Building Official's Office

Leland Leeds
Building Official

lleeds@cumberlandcounty.virginia.gov

Tina M. Tate
Permit Technician /
E-911 Coordinator

mtate@cumberlandcounty.virginia.gov

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



www.cumberlandcounty.virginia.gov

June	Current Month 2013	YTD 2013	Current Month 2014	YTD 2014
Singlewides	5	8	0	3
Doublewides	1	2	0	1
Modular	0	4	0	2
New Homes	1	8	2	8
Ag & Exempt	0	4	0	0
Garages & Carports	4	9	4	11
Additions & Remodels	1	17	0	10
Misc	17	95	15	87
Commercial	1	22	3	16
Totals	30	166	24	138
Total Fees Collected	\$4,215.72	\$19,152.42	\$3,691.88	\$17,551.23
E-911 Fees Collected	\$36.00	\$132.00	\$12.00	\$72.00
Zoning Fees Collected	\$70.00	\$80.00	\$30.00	\$130.00
S & E Fees Collected	\$0.00	\$0.00	\$0.00	\$100.00
Total Estimated Value	\$611,245.00	\$2,813,757.00	\$516,601.00	\$2,676,271.00
Admin. Fees	\$50.00	\$50.00	\$0.00	\$0.00
CO's Issued	4	12	2	12

At a meeting of the Cumberland County Board of Supervisors held at 7:00 p.m. on the 10th day of June 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. Invocation and Pledge of Allegiance

The Invocation was led by Reverend William "Todd" Gess, and 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:

ADD 5. Resolution of Appreciation from the General Assembly

for Mrs. Anita French

- ADD 9. County Attorney/County Administrator's Report
h) Piedmont Regional Hazard Mitigation Plan Update

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

5. **Resolution of Appreciation**

The Honorable Thomas C. Wright, Jr., presented a Resolution of Appreciation from the General Assembly to Ms. Anita French, retired former Commissioner of the Revenue for Cumberland County, for her years of service.

6. **Public Hearings**

- a. CUP 14-01 Tillerson

Planning Director, Sara Carter, informed the Board that Mr. & Mrs. Thomas and Phyllis Tillerson own a lot located on Rt. 60, Anderson Highway, known as Tax Map # 65A2-A-20, containing 0.25 acres and known as 1750 Anderson Highway. The Tillersons had a mobile home on the property for many years. In the process of replacing the unit, it became clear that not only did the mobile home constitute a non-conforming use, but also that the lot is a non-conforming lot. The CUP will have no effect on the use of their lot for the purpose of replacing the mobile home. However, because the lot issues will continue to prevent the applicant from any future development of the parcel of land, staff recommended that the Tillersons go through the process of obtaining a CUP for setback relief.

It is the opinion of staff that the request promotes good zoning practice and allows the Tillersons the ability to fully utilize their property.

The Chairman then 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 Conditional Use Permit 14-01 Tillerson with the following conditions:

1. The lot shall not be subdivided any further than it exists at the time of the CUP.
2. Setbacks for this parcel are: Front: 75 feet from the centerline of Anderson Highway; Rear: 25 feet; Side: 8 feet; Accessory: 5 feet.
3. This CUP is granted indefinitely. However, if the underlying zoning is changed in the future that would allow the same, similar, or greater development on the parcel than granted by this CUP, it shall be rescinded at the initiation of the Zoning Administrator, with no further action required by the Planning Commission or Board of Supervisors.

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

b. CUP 14-02 Turner

Sara Carter, Planning Director, informed the Board that the Turner family owns three contiguous lots in Trice’s Lake. They are consolidating the three lots, but do not meet the dimensional standards for the R-2 zoning district, nor do their plans meet the front setback requirement. They are planning to build a single family home on the lot and have obtained a septic permit for the lot.

The CUP will allow the lot to be used for a residence, and will enable the home to match the front setback of adjacent homes. It is the opinion of staff that the request promotes good zoning practice and allows the Turners the ability to fully utilize their 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 Conditional Use Permit 14-02 Turner with the following conditions:

1. The lot shall not be subdivided, nor shall boundary lines be adjusted to cause the lot to become smaller and more non-conforming in the future.
2. Setbacks for this parcel are: Front: 50 feet from the centerline of Hill Crest Drive; Rear: 35 feet; Side: 25 feet; Accessory: 15 feet.
3. This CUP is granted indefinitely, However, if the underlying zoning is changed in the future that would allow the same, similar, or greater development on the parcel than granted by this CUP, it shall be rescinded at the initiation of the Zoning Administrator, with no further action required by the Planning Commission or the Board of Supervisors.

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

c. CA 14-01 Road signage

Sara Carter, Planning Director, informed the Board that this public hearing is to look at updating the County's fee schedule. Currently, if a citizen is developing on a private road, the County does not charge the citizens for the private road sign. The County has had the ability to charge for private road signs since the inclusion of the E-911 addressing in the County code, but a fee schedule had never been established. This is a cost recovery

measure and would apply only to private roads, the signage for which is not mandatory.

The Chairman opened the public hearing. Two citizens voiced concern with placing the burden if the cost of the signs on the citizens. With no additional citizens signed up to speak, the Chairman then closed the public hearing.

On a motion by Supervisor Ingle and carried, the board approved Code Amendment 14-01 by the following vote:
14-01 Road signage:

- (1) Preliminary plat review, \$100.00 plus \$10.00 per lot
- (2) Final plat review, \$75.00 plus \$10.00 per lot
- (3) Vacation of plat (major subdivisions), \$10.00 per lot
- (4) Plats officer review (minor subdivisions), \$10.00 per lot
- (5) Copy fees, \$0.50 per page
- (6) Application for variance (BZA), \$300.00
- (7) Zoning approval, \$10.00
- (8) Rezoning/Conditional Use Permit: \$550.00
- (9) Site Plan Review, \$300.00
- (10) Request for New Private Road Name and Signage: \$300.00**
- (11) Request for Multiple New Private Roads Name and Signage: \$300.00 per new named road**
- (12) Request for Private Road Sign Replacement with no name change, \$150.00**
- (13) Request for Change for Existing Road Name: \$300.00**

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

d. Lease of the Old Clerk's Office space to the Cumberland Museum Board

County Administrator, Vivian Giles, reminded the Board that at the April 8, 2014 meeting, the Board approved the use of the Old Clerk's Office by the Cumberland Museum Board. Ms. Giles also provided the Board with a draft lease for their review. The County will be responsible for general maintenance of the building, but the Museum Board will be responsible for the upkeep of the interior of the building.

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 the lease of the Old Clerk's Office to the Cumberland Museum Board:

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

7. Public Comments

Two citizens discussed the most recent Bodacious event. One citizen voiced concerns about the traffic, and was thankful for the maintenance of Boston Hill Road. Another citizen voiced complaints with the personal property charges assessed.

8. State and Local Department/Agencies

a) Dr. Amy Griffin Superintendent of Cumberland County Schools

Dr. Griffin informed the Board that the graduation ceremonies went well, and thanked Chairman Banks for attending. She also informed the Board of other recent changes/news at the Schools:

- Virginia Gills is the new Principal of the Elementary School

- Katherine Garrett is the new Assistant Principal of the Elementary School
- Wendy Tillett has been named the Assistant to the Principal at the Middle School
- Mr. Charles Motter will return to the classroom for math instruction as well as instruction Technology
- The HVAC system at the Elementary School is being replaced and the Elementary school employees have been moved to the LPJ Adult Education Center for the time being.
- The roof at the Bus Shop is being replaced.
- 13 athletes attended the State Track and Field competition, this is a state record.
- Mrs. Lindsey Talbert is the new Agriculture Teacher for the High School
- Summer School begins June 16th through July 16th.

b) VDOT

There was no one in attendance.

9. County Attorney/County Administrator Report

a) Consent Agenda

- 1) Approval of Bills for May and June 2014. Approved bills for June 10, 2014 total \$93,018.80. Ratified bills for May 2014 warrants total \$389,274.89 with check numbers ranging from 68221 to 68519. Direct Deposits total \$148,547.97.
- 2) Monthly Budget Report
- 3) Approval of Minutes for May 13, 2014

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

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

Mr. Wheeler – aye

- b) Resolution honoring Payne Memorial United Methodist Church on their 100th Anniversary

On a motion by Supervisor Meinhard and carried unanimously, the Board approved the Resolution of Appreciation of Payne Memorial United Methodist Church:

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

**RESOLUTION COMMENDING PAYNE MEMORIAL UNITED
METHODIST CHURCH ON 100 YEARS OF SERVICE TO
CUMBERLAND COUNTY**

JUNE 10, 2014

WHEREAS, Payne Memorial United Methodist Church will celebrate its 100th anniversary, having been established in 1914 by the Reverend J. T. Payne as Cumberland Court House Church; and

WHEREAS, the desire to establish the church in the village led to the appointment of several local men who were directed and authorized to build a church at Cumberland Court House, namely J. E. Clarke, J. H. Jenkins, T. M. Clarke, W. M. Smith, and B. B. Woodson; and

WHEREAS, building plans and construction of a Methodist Church in the Village of Cumberland commenced and the estimated cost for the structure was \$1,800.00; and

WHEREAS, the land on which the church was constructed was a portion of the Effingham Tavern tract; and

WHEREAS, following the death of the Reverend J. T. Payne in 1917, the name of the church was changed to Payne Memorial

Church; and

WHEREAS, the name of the church was changed on December 9, 1922 to Payne Memorial Methodist Church, and again in 1968 to Payne Memorial United Methodist Church; and

WHEREAS, since June of 2012, the Reverend William "Todd" Gess has served as pastor of Payne Memorial United Methodist Church; and

WHEREAS, Payne Memorial United Methodist Church has served the community of Cumberland for one century and should be recognized for its service to the citizens of Cumberland County.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Cumberland County, Virginia does hereby congratulate Payne Memorial United Methodist Church on the milestone of its 100th anniversary and does commend the work of the Church in serving Cumberland County and her citizens for the last one hundred years

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

c) Appointment(s) to Social Services Board

i) District 2 – re-appoint Nell Spain

On a motion by Supervisor Banks and carried unanimously, the Board appointed Nell Spain as District 2 representative on the Social Services Board:

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

Mr. Wheeler – aye

ii) District 3 – applicant Alice Metts

On a motion by Supervisor Ingle and carried unanimously, the Board appointed Alice Metts as District 3 representative on the Social Services Board:

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

iii) District 5 – applicant Cynthia Potts Gable

On a motion by Supervisor Wheeler and carried unanimously, the Board appointed Cynthia Potts Gable as District 5 representative on the Social Services Board:

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

d) Planning Commission Appointments

i) District 2

On a motion by Supervisor Banks and carried, the Board appointed Stephen P. Donahue as District 2 Planning Commission member by the following vote:

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

Mr. Wheeler – nay

ii) District 3

On a motion by Supervisor Ingle and carried unanimously, the Board appointed Dr. William “Bill” Burger as District 3 Planning Commission member:

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

iii) District 5

On a motion by Supervisor Wheeler and carried unanimously, the Board appointed Roland Gilliam as District 5 Planning Commission member:

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

e) Amend FYE14 Budget

County Administrator, Vivian Giles, reminded the Board that when there are budgetary shortfalls in one department, the shortage can be covered by funds from another department. With the current FYE14 budget, that has been the case for all expenditures except for two line items; \$162,857.00 for Piedmont Regional Jail, and \$39,315.00 for the Reassessment. \$50,000 was budgeted in FYE13 for the reassessment, and the balance of the contract price was budgeted for FYE14. The invoices for the work done in FYE13 were not received until this fiscal year causing a shortfall in the FYE14 budget.

Ms. Giles is requesting that the Board amend the FYE14 budget by \$202,172.00 to cover the Piedmont Regional Jail and Assessor invoices.

On a motion by Supervisor Wheeler and carried unanimously, the Board amended the FYE14 budget with an increase of \$202,172.00 from reserve funds:

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

f) Amended FYE14 Budget – Appropriation of Funds

On a motion by Supervisor Wheeler and carried unanimously, the Board appropriated \$202,172.00 from reserve funds to amend the FYE14 budget:

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

g) Central Virginia Criminal Justice Academy recommended Charter Agreement amendments

County Administrator, Vivian Giles, informed the Board that upon review of the proposed amendments, it appears that the changes are more to address the facility administration and do not impact the participating localities, but approval of the amendments by each locality is required. These changes will not impact the way Cumberland will interact with CVCJA, nor will the amendments affect the County's ability to send attendees to the program.

On a motion by Supervisor Wheeler and carried unanimously, the Board approved the amendments to the Central Virginia Criminal Justice Academy Charter Agreement as presented:

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

h) Piedmont Regional Hazardous Mitigation Plan Update

The Commonwealth Regional Council is planning to update the May 2012 FEMA Hazard Mitigation Plan (required every five years). The CRC is seeking support from Cumberland, and all other participating counties, in their effort to apply for grant funds to undertake the review and update of the Plan. If the Board chooses to support the CRC in their application for grant funds, this does not bind the Board in any way to the Plan or update.

On a motion by Supervisor Wheeler and carried unanimously, the Board agreed to send a letter of intent to support the CRC in their application for grant funds for the update of the Piedmont Regional Hazard Mitigation Plan with no commitment of financial resources:

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

10. Finance Director's Report

a) Revenue Appropriations –

Finance Director, Tracie Wright provided the Board with a list of revenue appropriations.

On a motion by Supervisor Ingle and carried, the Board approved the Appropriations as listed below:

- 1) \$37,451.00 DMV select grant funds
- 2) \$440.96 reimbursement for extradition of a fugitive
- 3) \$1,446.90 reimbursement for DARE tee-shirts
- 4) \$250.00 advertising reimbursement for Sheriff
- 5) \$2,921.00 insurance reimbursement for the Sheriff Dept.
- 6) \$7,4032.73 grant funds for expanding the waterline to the Poorhouse Road industrial Park
- 7) \$4,245.18 E-911 reimbursement
- 8) \$194,960.29 Waterline expense reimbursement (grant funds)
- 9) \$300.00 reimbursement for Youth League costs
- 10) Reimbursement from CUCPS for ½ cost of turface on fields
- 11) \$3,956.40 reimbursement from CUCPS for cost of scoreboard
- 12) \$9,512.12 Clerk's Office Technology funds
- 13) \$7,500.00 GIS grant funds
- 14) \$3,829.59 copy fees collected by Clerk's office
- 15) \$137,745.00 Appropriation of local receipts for CUCPS

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

b) Budget Transfers

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

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

c) VRS Resolution

Finance Director, Tracie Wright, informed the Board that the Virginia Retirement Systems, "VRS", is requesting a resolution from the Board setting the employer contribution rate effective July 1, 2014. Mrs. Wright recommends that the county adopt the certified rate of 9.75% which is lower than the current rate of 11.28%.

On a motion by Supervisor Wheeler and carried, the Board approved the VRS Resolution setting the employer rate at the certified rate of 9.75%:

Resolution

BE IT RESOLVED, that the Cumberland County Board of Supervisors employer code 55124 does hereby acknowledge that its contribution rates effective July 1, 2014 shall be based on the higher of a) the contribution rate in effect for FY 2014, or b) eighty percent of the results of the June 30, 2013 actuarial valuation of assets and liabilities as approved by the Virginia Retirement System Board of Trustees for the 2014-16 biennium (the "Alternate Rate") provided that, at its option, the contribution rate may be based on the employer contribution rates certified by the Virginia Retirement System Board of Trustees pursuant to Virginia Code § 51.1-145(I) resulting from the June 30, 2013 actuarial value of assets and liabilities (the "Certified Rate"); and

BE IT ALSO RESOLVED, that the Cumberland County Board of Supervisors employer code 55124 does hereby certify to the Virginia Retirement System Board of Trustees that it elects to pay the following contribution rate effective July 1, 2014:

(Check only one box)

- The Certified Rate of 9.75% The Alternate Rate of 9.09%; and

BE IT ALSO RESOLVED, that the Cumberland County Board of Supervisors employer code 55124 does hereby certify to the Virginia Retirement System Board of Trustees that it has reviewed and understands the information provided by the Virginia Retirement System outlining the potential future fiscal implications of any election made under the provisions of this resolution; and

NOW, THEREFORE, the Supervisors of the County of Cumberland, Virginia, employer code 55124 are hereby authorized and directed in the name of the County of Cumberland, Virginia to carry out the provisions of this resolution, and said Supervisors of the County of Cumberland, Virginia are authorized and directed to pay over to the Treasurer of Virginia from time to time such sums as are due to be paid by the County of Cumberland, Virginia for this purpose.

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

11. Planning Director's Report

a) County Project update

 Planning Director, Sara Carter, advised the board that the list of project updates is in the packet and to let her know if they have any questions.

b) STUP 14-01 Tyson

 Planning Director, Sara Carter, advised the Board that Mary Tyson has held a Special Temporary Use Permit for locating recreational vehicles on her property since 2010. Ms. Tyson would like to explore the opportunity of overflow camping from Bear Creek Lake State Park. Additionally, she would like to seek a Conditional Use Permit (CUP) in the future to allow a standard campground on her lot.

 On a motion by Supervisor Osl and carried, the Board approved STUP Tyson for a period of one year with the following conditions:

1. **Number and type of recreational vehicles permitted:** There shall be no more than twelve (12) recreational vehicles on the property used as temporary housing for construction workers, with the actual number of vehicles determined by the Health Department in accordance with its requirements for connections to the private water and sewer systems.
2. **Number of individuals residing on site:** Per Cumberland Health Department requirements, no more than two persons per unit, for a total of (24) individuals, shall temporarily reside on site.
3. **Septic, well and electrical connections:** The applicant shall comply with all federal, state and local regulations pertaining to the use of private water, sewer and electricity. The applicant shall provide a written letter from the Cumberland County Health Department indicating the maximum number of temporary recreational vehicles permitted on the property, not to exceed twelve (12), and how such vehicles may connect to the private water and sewer systems onsite. A building permit shall be required from Cumberland County, which (among other things) will approve the proposed electrical connections to the temporary residences.
4. **Scaled plan required:** The applicant shall provide a scaled plan noting the locations and spacing of the recreational vehicles on the property and distances from all property lines and the centerline of Route 690. In no event shall any recreational vehicles be closer than 75 feet from the centerline of Rt. 690, 25 feet from side property lines and 35 feet from rear property lines. The scaled plan shall also clearly show the location of all on-site utilities (water, sewer and electrical). Recreational vehicles shall be separated by a minimum of 10 feet from each other. Adequate provisions shall be made to prevent mud from being tracked onto Rt. 690 from the site. Such provisions shall at a minimum include gravel at the site entrance and if necessary at vehicle parking locations.

5. Temporary residency/ no commercial activity permitted: Permanent residency may not be established on the property unless meeting all applicable subdivision and zoning regulations. No more than one temporary address shall be assigned to the property for the temporary residences. No commercial activity shall be conducted on the property.
6. Community safety: If county or state law enforcement is required to respond to restore order to those residing on the property more than two (2) times in a thirty (30) day period the special temporary use permit shall be revoked.
7. Refuse disposal: A dumpster shall be provided for trash disposal and emptied when full but in no event shall the dumpster be emptied less than once a month.
8. Noise control: Noise shall be restricted between the hours of 11:00 p.m. and 5:30 a.m. daily. The noise and sounds levels controls shall be at 0 decibels at all property lines and at conversation levels on the property so as not to disturb other temporarily housed individuals or adjacent properties.
9. Land disturbance: If more than 10,000 square feet of land is disturbed by the project, a professionally prepared erosion and sediment control plan shall be submitted to the county in accordance with state and local regulations for review and approval prior to locating any recreational vehicles on the property.
10. Bonding: The applicant shall provide Cumberland County with a performance bond in the amount of two-thousand five hundred dollars (\$2,500.00) to ensure the property is returned to its original state at the applicant's expense at the expiration of the permit. The bond will be released once the applicant has returned the property to its original condition, as determined by the Director of Planning.
11. Release waiver: Within thirty (30) days of approval of this request, the applicant shall sign a release waiver drafted by

Cumberland County indicating in writing that if not removed by the applicant prior to the expiration of the permit or any subsequent renewal, Cumberland County can remove the temporary structure(s) without notice or recourse by the applicant; and

12. Future approvals or continued approvals not guaranteed: Approval of the special temporary use permit by the Board or any extension thereof or action consistent with such approval by County staff is not to be construed as approval or acceptance of a site plan or of any expansion of the existing structure(s) or continued use identified herein. Any action STUP or termination of the STUP is conclusive and non-appealable. Applicant specifically waives any such right of appeal by submission of the application and approval by the county thereof.

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

12. Public Comments (Part 2)

Tanny Hobson informed the Board of her hope to serve the Cumberland citizens by opening a food pantry or donation center on Stoney Point Road. The Board directed her to Sara Carter, Planning Director.

13. Board Member Comments

Supervisors Ingle and Meinhard thanked the citizens for coming out to the Board meeting, and congratulated to the new staff at the Schools. Supervisor Ingle also thanked the County staff for all of their hard work.

Chairman Banks thanked the citizens who come out to the meetings and take part in their community.

14. Additional Information

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

15. Adjourn – Regular meeting on July 8, 2014 at 7:00 p.m. in the Circuit Courtroom, Cumberland Courthouse.

Lloyd Banks, Jr., Chairman

Vivian Giles, County Administrator/County Attorney

At a meeting of the Cumberland County Board of Supervisors held at 8:30 a.m. on the 24th day of June, 2014 at the Cumberland County Conference Room, in the Administration building of the Cumberland Courthouse in Cumberland, Virginia:

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

Absent: Lloyd Banks, Jr., District 2, Chairman
Parker Wheeler, District 5

The Vice-Chairman called the Board of Supervisors meeting to order and the County Administrator called the roll.

1. Approval of Agenda

On a motion by Supervisor Osl and carried, the Board approved the agenda as presented:

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

2. Approval of VRS Resolution

On a motion by Supervisor Osl and carried, the Board approved a Resolution from Virginia Retirement Systems acknowledging the Cumberland County Public Schools election of the certified contribution rate:

**Local Governing Body Concurrence
with School Division Electing to Pay the
VRS Board-Certified Rate**

(In accordance with the 2014 Appropriation Act Item 468(H))

Resolution

BE IT RESOLVED, that the Cumberland County Board of Supervisors, employer code 55124, does hereby acknowledge that the Cumberland County Public Schools has made an election for its contribution rate to be based on the employer contribution rates certified by the Virginia Retirement System Board of Trustees pursuant to Virginia Code § 51.1-145(I) resulting from the June 30, 2013 actuarial value of assets and liabilities (the "Certified Rate"); and

BE IT ALSO RESOLVED, that the Cumberland County Board of Supervisors, employer code 55124, does hereby certify to the Virginia Retirement System Board of Trustees that it concurs with the election of the Cumberland County Public Schools Division to pay the Certified Rate, as required by Item 468(H) of the 2014 Appropriation Act: and

NOW, THEREFORE, the Chairman and the Vice-chairman of the Board of Supervisors of the County of Cumberland, Virginia, employer code 55124, are, or either one of them is, hereby authorized and directed in the name of the County of Cumberland, Virginia to execute any required contract to carry out the provisions of this resolution. In execution of any such contract which may be required, the seal of the County of Cumberland, Virginia, as appropriate, shall be affixed and attested by the Clerk.

William K. Ingle, Vice-chairman
Cumberland County Board of Supervisors

On a motion by Supervisor Meinhard and carried, the board set the three public hearing for the next regular meeting of the Board of Supervisors, to be held on July 8, 2014:

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

The Vice-Chairman adjourned the meeting until the regular meeting on July 8, 2014 at 7:00 p.m. in The Cumberland County Circuit Courtroom.

Lloyd Banks, Jr., Chairman

Vivian Giles, County Administrator/County Attorney