



# CUMBERLAND COUNTY BOARD OF SUPERVISORS

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

December 13, 2016  
Regular Meeting – 7:00 p.m.

1. **Call to Order**
2. **Welcome and Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Agenda** **Motion**
5. **State and Local Departments/Agencies/Community Service Providers**
  - a. Dr. Amy Griffin, Superintendent of Cumberland County Public Schools **Information**
  - b. VDOT **Information**
  - c. Ms. Robin Sapp, Cumberland Public Library **Information**
  - d. Ms. Kelly Snoddy, Peter Francisco Soil & Water Conservation District **Information**
6. **Public Comments (Part one)**
7. **Public Hearings**
  - a. Ratify set public hearing for CUP 16-11 Old Bank Building **Motion**
  - b. CUP 16-11 Old Bank Building (pg. 1-4) **Motion**
  - c. CUP 16-10 4 Wheel Drive Specialty Conversion Division Inc. (pg. 5-18) **Motion**
  - d. Ratify set public hearing for CA 16-09 Revisions to Conditional Uses in the A-2 District **Motion**
  - e. CA 16-09 Revisions to Conditional Uses in the A-2 District (pg. 19-20) **Motion**
  - f. Cumberland Community Center Lease Agreement (pg. 21-38) **Motion**
8. **County Attorney/County Administrator Report**
  - a. Consent agenda **Motion**
    - i. Approval of bills
  - b. Approval of Minutes (November 01, 2016) (pg. 39-77)
  - c. Approve and Adopt Revised Facility Use Fees (pg. 78) **Motion**
  - d. Request for refund for overpayment of taxes (pg. 79) **Motion**
  - e. Copier Lease Agreement (pg. 80) **Motion**
9. **Finance Director's Report**
  - a. Monthly Budget Report (pg. 81-90) **Information**

- b. CCPS Appropriation for VTSS grant - \$25,000 (pg. 91-93) **Motion**
  - c. CCPS Supplemental Appropriations in the amount of \$250,533 (pg. 94-105) **Motion**
  - d. Request for appropriation for Litter grant funds - \$6,192.00 (pg. 106) **Motion**
  - e. Request for appropriation for the Sheriff's Office in the amount of \$120 (pg. 107-108) **Motion**
  - f. Request for appropriation of grant funds for the Cumberland Business Park in the amount of \$272,176. (pg. 109) **Motion**
  - g. Request for appropriation of grant funds for the Circuit Court Clerk's Office in the amount of \$20,938.10 for restoration of deed books (pg. 110-112) **Motion**
  - h. Request for appropriation for the Circuit Court Clerk's Office in the amount of \$1,750 for the Computer Indexing System (pg. 113-114) **Motion**
- 10. Planning Director's Report**
- a. Planning Project updates (pg. 115-116) **Information**
  - b. Set public hearing for CA 16-11 One Room School House (pg. 117) **Motion**
  - c. Appoint Planning Commission as Local Board of Building Code Appeals (pg. 118) **Motion**
- 11. Old Business**
- 12. New Business**
- 13. Public Comments (Part two)**
- 14. Board Members Comments**
- 15. Adjourn into Closed Meeting (pg. 119) **Motion****
- Pursuant to VA. Code § 2.2-3711.A.7: Consultation with Legal Counsel;  
Subject: Host Community Agreement
- 16. Reconvene in Open Meeting (pg. 1120) **Motion****
- Roll call vote pursuant to Virginia Code § 2.2-3712 certifying "that to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body."
- 17. Additional Information – (pg. 121-131)**
- a. Treasurer's Report
  - b. DMV Report
  - c. Monthly Building Inspections Report
  - d. Approved Planning Commission meeting minutes – October 24, 2016
  - e. Approved IDA minutes-September 27, 2016
- 18. Adjourn – Regular Meeting – January 10, 2017**



**STAFF REPORT**  
**CUP 16-11**  
**Old Bank Building**  
Conditional Use Permit  
Cumberland County, Virginia  
Board of Supervisors Public Hearing  
December 13, 2016

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**General Information:**

Processing schedule: The Planning Commission considered this case on November 28, 2016 and recommends approval to the Board of Supervisors unanimously. Staff asks the Board to ratify the advertised public hearing and hold a public hearing on this proposal on December 13, 2016.

**Application Information:**

Applicant/Owner: Jack Ingle  
Requested action: Conditional Use Permit to address lot deficiencies and reduce setbacks on a lot in the courthouse area, to allow for construction of a deck.  
Location: Tax map parcel 57A2A-20  
Voting District: 3  
Zoning: R-2  
Comprehensive Planning Area: Village Development area  
Size: Approximately 0.1 acres  
Existing uses on the site: Office/retail building

**Surrounding Area Information:**

|       | <u>Adjacent existing uses</u> | <u>Adjacent zoning</u> | <u>Adjacent Comprehensive Plan Planning Area</u> |
|-------|-------------------------------|------------------------|--|
| North | Residential                   | B-1                    | Village Development Area                         |
| South | Vacant/Forested               | R-2                    | Village Development Area                         |
| East  | Vacant/Forested               | R-2                    | Village Development Area                         |
| West  | Residential                   | R-2                    | Village Development Area                         |

**Summary of Request and Background Information:**

Lots in the courthouse area were originally developed with an overall smaller area than is currently permitted. Additionally, this building was constructed prior to the movement of Anderson Highway to its current location. Due to the location of Route 60, and the large setbacks imposed by the Zoning Ordinance from primary highways, the lot is unbuildable in its current situation. While the existing building is legally non-conforming, no improvements would be allowed under the current situation.

The applicant requests the ability to make minor improvements to the property, including a deck and stairs from the rear door to the yard.

**Consistency with the Comprehensive Plan:**

Under the land use goals for the Comprehensive Plan, Objective 1 reads, “Through effective zoning, regulate future development to protect existing land use patterns within Cumberland County.” This proposal will allow the development of this property in a way that is consistent with surrounding development.

**Consistency with the Zoning Ordinance:**

**Section 74-786** of the Zoning Ordinance states the grounds for granting a CUP for lot issues. It states, “Preexisting nonconforming lots, parcels, uses or structures that fail to meet the width, area, setback or frontage requirements of this chapter may apply for a conditional use permit to address any such deficiencies, provided the granting of the conditional use permit promotes good zoning practice and will not adversely affect the public health, safety and welfare. The fee for this conditional use permit shall be waived.”

**Public Input:**

Public notice was advertised in the Farmville Herald on November 30 and December 7, 2016. Adjacent notification was mailed by certified mail on December 5, 2016.

No input has been received at this time.

**Conclusion:**

The Planning Commission believes the requested action is consistent with the recommendations of the Comprehensive Plan and the Zoning Ordinance and recommends the proposal to the Board of Supervisors unanimously.

**Planning Commission Recommendation:**

It is the opinion of the Commission that the request promotes good zoning practice and allows this lot to be fully utilized and improved.

Therefore, the Commission recommends **approval** of CUP 16-11 with the following setbacks and 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 (Stoney Point Road): 9 feet from the edge of pavement
  - Rear: 12 feet
  - Side yard (Anderson Highway side): 36 feet from centerline
  - Side yard: 10 feet
  - Accessory: Same setbacks apply

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.

**Suggested Motion:**

Mr. Chairman, because this request meets the intent and spirit of the Zoning Ordinance and Comprehensive Plan, I move that the Board of Supervisors approve CUP 16-11, a conditional use permit request in accordance with Sec. 74-786 of the Cumberland County Zoning Ordinance to allow for the correction of lot deficiencies.

Or,

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 16-11.

Submitted by:

Sara Carter  
Planning Director

BOOK 143 PAGE 32

HWY. # 60 + 45  
66'± wide.  
236' to centerline

5 FT SIDEWALK  
N. 45° 23' 47" E. 87-55'±

BANK BLDG.  
(ONICA)



N. 45° 51' 28" E. 88-15'

OFFICE  
BLDG  
(FRAMO)

32' 3"

HWY. # 710  
50'± wide

9' edge of pavement  
Iron STR.  
BACK

PLAT  
of  
AND BANK LOT  
ATED AT  
RLAND C. H.  
RLAND COUNTY,  
RGINIA  
W/IN 20'±

Iron STR.  
at back of  
sidewalk.

WOLFE E BUCH



**STAFF REPORT**  
**CUP 16-10**  
**4-Wheel Drive Specialty Conversion Division, Inc.**  
**Conditional Use Permit**  
**Cumberland County, Virginia**  
**Board of Supervisors Public Hearing**

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**General Information:**

Processing schedule: The Planning Commission held a public hearing on this proposal on November 28, 2016. They recommend this Conditional Use Permit to the Board of Supervisors with the proposed conditions unanimously. The Board of Supervisors set a public hearing for December 13, 2016.

**Application Information:**

Owner: M. L. Duncan, Jr.  
Applicant: 4-Wheel Drive Specialty Conversion Division, Inc.  
Agent: Patrick McSweeney  
Requested Action: Conditional Use Permit for:

- Off-site collection, transportation and disposal of waste.
- Sales and outdoor display of carports
- Garage or service station
- Porta-John business

The two existing CUP's governing this property would be revoked in conjunction with the approval of a new CUP which addresses all uses on the property.

Location: Tax Parcel: 17-A-56  
Address: 1936 Cartersville Road

Voting District: 1

Existing Zoning: A-2 with 2 CUPs for a commercial garage (1983) and a porta-john business (2005)

Proposed Zoning: A-2 with CUPs as listed above

Size: 7.26 acres

Existing land uses: All uses listed currently are on-site.

Comp. plan area: Low Intensity growth area

Overlay districts: None

**Surrounding Area Information:**

| <u>Direction</u> | <u>Adjacent existing uses</u> | <u>Adjacent zoning</u> | <u>Adjacent Comp. Plan Area (2013)</u> |
|------------------|-------------------------------|------------------------|--|
| North            | Residential and agricultural  | A-2                    | Low Intensity growth area              |
| South            | Residential and agricultural  | A-2                    | Not in a growth area                   |
| East             | Residential                   | A-2                    | Low Intensity growth area              |
| West             | Residential                   | A-2                    | Low Intensity growth area              |

**Summary of Request and Background Information:**

Mr. Duncan initially received a CUP for the purpose of a commercial garage in 1983. Over time, he has expanded uses on the property. He subsequently received a CUP for the purpose of running a porta-john business in 2005. Because of expansion and changes in use over time, some uses on the property are legal; some are non-conforming, and some are not legal. Complaints about the property from citizens are not related to uses at the property. They are related to the appearance of the property. The 2005 CUP contains several conditions that are unclear to both staff and the property owner and create issues with interpretation and enforcement.

The current application will address all use issues on the property and the applicant is proposing a set of conditions that address neighbor concerns.

An associated code amendment will need to be adopted with this proposed CUP to address the uses that need to be added to the Conditional Use Permit listing in the A-2 district.

**Consistency with the 2013 Comprehensive Plan:**

The proposed use is within a designated growth area in the 2013 Comprehensive Plan.

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

*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.

*Objective 4:* To encourage the development of essential employment opportunities within Cumberland County for the resident workforce.

*Goal 3:* It is the goal of this comprehensive plan to promote the wise and efficient utilization of lands within Cumberland to result in the sustainability of land resources and harmonious development of lands to serve the divergent interest and needs of the citizens of Cumberland County.

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

**Consistency with the Zoning Ordinance:**

With conditions to address the visual impacts of the uses, the proposed use of the subject property is compatible with surrounding zoning and the intent of the district.

**Public Notification:**

Notice was published in the Farmville Herald on November 30 and December 7, 2016.

Adjacent notice for the hearing was sent by certified mail to adjacent property owners.

No adjacent owners have commented on the proposal at the time of this report.

**Conclusion:**

The proposed use in this area is compliance with the Comprehensive Plan and the intent of the A-2 district, with a mix of residential and business uses. The uses have been in this location long term and provide economic opportunities in the community. Complaints regarding the proposal have not been related to use, but to appearance.

VDOT has worked with county staff to evaluate the sight distance along the front of the property if a board fence is constructed for screening. The exact minimum line of sight was identified using 14.5ft from the edge of the major road as the “decision point” rather than the AASHTO 9-36 CaseB1, “desirable”, distance of 18ft. Using 18ft would have moved the sight line further into the private property. Common engineering practice is a decision point at 14.5ft with an easement limit 5ft beyond and parallel to that sight line because of branches or anything else that might “hang” into the sight line. A conceptual (not to scale) drawing is included with this report. The applicant has been asked to have an updated drawing completed that notes this sight line in relation to the proposed fence.

The Planning Commission recommends that the CUP be approved with the following conditions. The applicant has agreed to all of these conditions. Please see the memo to the Board that is included with CA 16-09 for additional detail.

**Recommendation:**

The Commission recommends approval with the following conditions:

1. This conditional use permit is granted for the exclusive use of the applicant and is limited to the uses on the Site specified therein.
2. The site plan prepared by Woodrow K. Cofer, certified land surveyor, which was submitted as a part of the application, is attached to the permit and will govern the location of features on the Site.
3. All port-a-john units shall be located so as not to be visible from the public road or adjoining properties. Screening shall be provided and permanently maintained as shown on the site plan.
4. Vehicles transporting port-a-johns or waste of any kind may not be parked in the open area in front of the principal structure on the Site, except briefly as the business legitimately requires, and at all other times while on the Site must be parked behind screening shown on the approved site plan.

Vehicles of customers, visitors, vendors and employees may be parked in the open area. Loading and unloading of port-a-johns must be conducted behind screening shown on the approved site plan and, except for emergencies, may be conducted only between 5:30 AM and 10:30 PM.

5. Noncompliance with any of the conditions attached to the conditional use permit shall be cause for revocation of the permit; provided, however, that the permit holder shall be given notice of any asserted violation and an opportunity to respond.
6. All artificial lighting shall be directed away from adjoining properties and the adjacent public highways.
7. The permitholder shall comply with all applicable federal, Virginia and County statutes, codes, and regulations in the conduct of the uses authorized by this conditional use permit.
8. An updated site plan that shows the minimum line of sight and designated on the ground and on a sketch provided to the applicant and the agent shall govern the location of any structures or vehicles along the front of the property. No structures or vehicles may be located within one foot of the minimum line of sight. The applicant shall grant an easement to VDOT if required by law or state regulation, which shall be shown on a surveyed site plan to ensure that this setback is maintained in perpetuity.
9. Parking of vehicles on adjoining properties for the purpose of taking on water on those vehicles shall be allowed; provided, however, that those vehicles shall not be allowed to remain on the adjoining properties once the loading of water is concluded.
10. Renewal of conditional use permit: Regular renewal of the conditional use permit shall be required to demonstrate continued compliance. Such renewals shall be subject to providing documentation from each referring state and local agency as to the applicant's performance and compliance with the criteria used to approve the use, as well as a review of any code infractions and/or violations. Renewals shall be based upon the following schedule:
  - a. 1 year after approval;
  - b. 2 years after approval;
  - c. 5 years after approval;
  - d. Every five years thereafter;
  - e. Renewal shall be required upon any change in property ownership, program provider, licensing type and/or management.

**Suggested Motion:**

Mr. Chairman, because this request meets the intent and spirit of the Zoning Ordinance and Comprehensive Plan, I move that the Board of Supervisors approve CUP 16-10, a conditional use permit with the uses enumerated and with the conditions attached and revocation of CUP 83-09 and 5-1-03 for the same property.

Or

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 16-10.

Respectfully submitted by:  
Sara Carter  
Planning Director



COMMONWEALTH OF VIRGINIA  
COUNTY OF CUMBERLAND

|                   |             |
|-------------------|-------------|
| Internal Use Only |             |
| FILE # _____      | STAFF _____ |
| RECEIVED _____    |             |
| COMPLETED _____   |             |
| FEE/Ck. # _____   |             |
| RECEIPT # _____   |             |

### Application for Conditional Use Permit

Last revised 7/07/10

Form must be completed in ink, Pencil will not be accepted.

**IMPORTANT NOTE:** FOR CERTAIN LARGE-SCALE DEVELOPMENTS, STATE LAW NOW REQUIRES A TRAFFIC IMPACT ANALYSIS (T.I.A.) be completed and submitted with a rezoning application **before** the County can deem the application complete.

*\*\*Please see the attached T.I.A. info sheet and checklist to determine if such a study shall be required as part of the application. Please contact the zoning administrator for any questions.*

Project Name (how should we refer to this application?): 4-Wheel Drive Specialty Conversion Division, Inc.

Proposal: Consolidation of separate, existing conditional use permits

Location: Route 45 & Route 689, 1936 Cartersville Rd., Cartersville

Tax Map Parcel(s): 17-A-56

Zoning: A-2 Comprehensive Plan Area: Cartersville Growth Area

Election District: 1st Election District

# of Acres to be Covered by Conditional Use Permit (if a portion of a parcel or parcels it must be delineated on a plat): 7.26 A

Is this an amendment to an existing conditional use permit? If Yes, provide CUP # or approval date: No. 83-09 & No. 5-1-03  YES  NO

A Preliminary Site Plan is Required with Application for a CUP. Have you submitted a preliminary site plan?  YES  NO

Is this a proposal for a shopping center or telecommunication tower? If so, additional information is required additional conditions/use restrictions apply. Please see the Planning & Zoning Dept. for more info.  YES  NO

Is an amendment to the subdivision or zoning ordinance also proposed as part of the CUP application? If so, complete and attach the Code Amendment application.  YES  NO

Contact Person (who should we call/write concerning this project?): \_\_\_\_\_

Patrick M. McSweeney

Address: 3358 John Tree Hill Road City: Powhatan State: VA Zip: 23139

Daytime Phone: (804) 937-0895 Fax #: ( ) \_\_\_\_\_ Email: patrick@mck-lawyers.com

**Owner of Record** (who currently owns the property?): M. L. Duncan, Jr.

Address: 1936 Cartersville Road City: Cartersville State: VA Zip: \_\_\_\_\_

Daytime Phone: (804) 375-3050 Fax #: (\_\_\_\_) \_\_\_\_\_ Email: barbara@mojohus.com

**Applicant** (who is the contact person representing?): 4-Wheel Drive Specialty

Conversion Division, Inc., a Virginia corporation

Address: 1936 Cartersville Road City: Cartersville State: VA Zip: 23027

Daytime Phone: (804) 375-3050 Fax #: (\_\_\_\_) \_\_\_\_\_ Email: barbara@mojohus.com

Does the owner of this property own (or have any ownership interest) in any abutting property? If yes, please list those tax map parcel numbers. yes 17-A-55

Section 74-702 of the Cumberland County Zoning Ordinance provides guidelines for conditional use permit applications.

Please address the following standards which will be reviewed by the staff in analysis of your request. If you need assistance filling out these items, staff is available.

Provide a written statement demonstrating that:

1. The establishment, maintenance or operation of the CUP will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare;
2. The CUP 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. The establishment of the CUP will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
4. 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. Adequate utilities, access roads, drainage or necessary facilities have been or are being provided;

- 6. 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. Off-street parking and loading areas where required with particular attention to the items in # 1. above 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. Refuse and service areas, with particular reference to the items in #s 1. and 2. above are adequately provided for;
- 9. Appropriate screening and buffering with reference to type, dimensions and character of the use are adequately provided for;
- 10. 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. Required building setbacks and other open spaces are adequately provided for;
- 12. The proposed use is compatible with adjacent properties and other property in the zoning district;
- 13. An adequate supply of light and air to adjacent property is adequately provided for; and
- 14. The CUP shall, in all other respects, conform to the applicable regulations of the zoning district in which it is located, except as such regulations may, in each instance, be modified by the Board of Supervisors.

Describe your request in detail and include all pertinent information such as the number of persons involved in the use, operating hours, and any unique features of the proposed use: \_\_\_\_\_

Sixteen permanent employees —  
 Seasonally, there may be as many as six  
 temporary employees.  
 Operating hours have been in compliance  
 with conditions contained in CUP No. 5-1-03.

Describe briefly the improvements proposed. State whether new buildings or structures are to be constructed, existing buildings or structures are to be used or additions made to existing buildings or structures. Give dimensions of the buildings that are to be constructed and the dimensions of any existing buildings on the property (attach any necessary information). None

**Attachments Required** – provide two (2) copies of each

1. *Recorded plat or boundary survey of the property requested for the permit.* If there is no recorded plat or boundary survey, please provide legal description of the property and the Deed Book and page number or Plat Book and page number.

Note: If you are requesting a permit for a portion of the property, it needs to be described or delineation on a copy of the plat or surveyed drawing.

2. *Ownership information* – If ownership of the property is in the name of any type of legal entity or organization including, but not limited to, the name of a corporation, partnership or association, or in the name of a trust, or in a fictitious name, a document acceptable to the County must be submitted certifying that the person signing below has the authority to do so.

**If the applicant is a contract purchaser or an agent of the owner, an owner/agent agreement must be attached (ask staff for form if needed).**

**Owner/ Applicant Must Read and Sign**

I hereby certify that I own the subject property, or have the legal power to act on behalf of the owner in filing this application. I also certify that the information provided on this application and accompanying information is accurate, true, and correct to the best of my knowledge.

4-Wheel Drive Specialty Conversion Division, Inc.

Print Name of Owner/ Applicant

10/3/16

Date

M. A. [Signature] President,

Signature of Owner/ Applicant 4-Wheel Drive Specialty Conversion Division, Inc.

(804) 375-3050

Daytime Phone # of Signatory



McSweeney Cynkar & Kachouroff, PLLC  
TRIAL & APPELLATE LAWYERS

October 11, 2016

Powhatan Office  
3358 John Tree Hill Road  
Powhatan, VA 23139  
(804) 937-0895  
patrick@mck-lawyers.com

*By electronic delivery*

Ms. Sara Carter  
Cumberland County Zoning Administrator  
One Courthouse Circle  
Cumberland, Virginia 23040

Dear Ms. Carter:

This is a supplement to my September 30, 2016, letter to you regarding the application to be filed by 4-Wheel Drive Specialty Conversion Division, Inc. for a conditional use permit for uses to be authorized for a site at 1936 Cartersville Road, Cartersville, Virginia 23027 (Tax Map Parcel No. 17-A-56). The application is attached.

The County Code does not appear to provide for a form to be submitted to request an amendment to the text of the County Zoning Ordinance; consequently, I ask that his letter and the September 30 letter constitute a request that the Planning Commission consider and recommend to the Board of Supervisors the text amendment the applicant has proposed. I emphasize that the applicant is not submitting a request pursuant to Section 74-7 for revision of Section 74-132 of the Zoning Ordinance to add a use in the A-2, Agricultural District that would be permitted of right. Instead, the applicant is requesting that a text amendment be made to Section 74-133 to add uses that would only be allowed if approved by a conditional use permit.

The language that the applicant requests be added to Section 74-133 is:

(27) Off-site collection, transportation and disposal of refuse, garbage, sewage and household and other solid waste without accumulation or storage on the permitholder's property that is the subject of the conditional use permit

(28) Junkyard

(29) Sales and outdoor display of carports

Ms. Sara Carter  
October 10, 2016  
Page two

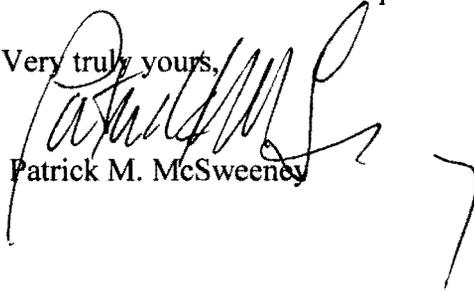
After a member visited the Site and noted a problem with proposed Condition No. 4, I have revised it as follows:

4. Vehicles transporting port-a-johns or waste of any kind may not be parked in the open area in front of the principal structure on the Site, except briefly as the business legitimately requires and at all other times while on the Site must be parked behind screening shown on the approved site plan. Vehicles of customers, visitors, vendors and employees may be parked in the open area. Loading and unloading of port-a-johns must be conducted behind screening shown on the approved site plan and, except for emergencies, may be conducted only between 5:30 AM and 10:30 PM.

A revised version of the proposed conditions is attached.

I welcome any comments you might have regarding the foregoing request, the content of my September 30 letter or the accompanying application for a conditional use permit.

Very truly yours,

  
Patrick M. McSweeney

Enclosures

cc: M. L. Duncan, Jr., President,  
4-Wheel Drive Specialty Conversion Division, Inc.

**Statement to Accompany Application for CUP**

The principal purpose of the application for a conditional use permit is to combine in a single permit the uses previously authorized by two separate conditional use permits – CUP No. 83-09 and CUP No. 5-1-03. Those uses have obviously been determined by the Board of Supervisors at the time of the approval of each of those permits to constitute no detriment or danger to the public health, safety, morals, comfort or general welfare.

The applicant requests that three additional uses be included among those authorized by the new conditional permit, the hauling of trash and the provision of sanitation services. One of those uses involves off-site activity with no on-site storage or accumulation of trash or waste. Vehicles associated with those uses would be parked and serviced on-site subject to the conditions imposed by the new conditional use permit. These two new uses would not contribute to any appreciable increase in noise, traffic or other potential impact that would negatively affect properties or residents in the vicinity. The junkyard use is an existing use that the applicant assumed had been authorized by CUP No. 83-09.

The applicant proposes no new or expanded facilities on the Site. The existing structures were in place on the Site at the time the Board of Supervisors approved CUP No. 5-1-03 in 2003.

The new screening proposed by the applicant is intended to address concerns about the presence of vehicles in front of the main structure on the Site.

The uses previously permitted have a known effect and the proposed new uses would not have any substantial effect that would be injurious to the use and enjoyment of neighboring properties or substantially diminish or impair property values.

Consolidating the two existing conditional use permits and authorizing the additional uses would not in any way impede the normal and orderly development or improvement of surrounding properties.

No additional infrastructure would be required if the requested conditional use permit is authorized.

The proposed conditional use permit adequately provides for whatever is needed in the way of refuse and service areas. The additional uses requested will not change the need for such areas.

Ingress and egress are adequate for purposes of safety and traffic flow in order to continue the uses previously authorized, and to accommodate the two additional uses requested.

Parking for customers, visitors, vendors and employees of the applicant will be provided in the area immediately in front of the principal structure on the Site. All other parking will be provided for behind the screening shown on the site plan submitted with the application, except for temporary parking of other vehicles when drivers require access to the business office..

No additional lighting or signage is requested or required by the proposed conditional use permit.

The site plan shows that all requirements of the Zoning Ordinance will be satisfied.

The proposed additional uses, as well as the uses previously authorized , are compatible with adjacent properties and other property in the district.

No traffic impact analysis is required because the proposed changes will not generate 250 trips during peak hours on any day.

No issue regarding the supply of light and air to adjacent property is presented by the proposed conditional use permit.

## Proposed Conditions

1. This conditional use permit is granted for the exclusive use of the applicant and is limited to the uses on the Site specified therein.
2. The site plan prepared by Woodrow K. Cofer, certified land surveyor, which was submitted as a part of the application, is attached to the permit and will govern the location of features on the Site.
3. All port-a-john units shall be located so as not to be visible from the public road or adjoining properties. Screening shall be provided and permanently maintained as shown on the site plan.
4. Vehicles transporting port-a-johns or waste of any kind may not be parked in the open area in front of the principal structure on the Site, except briefly as the business legitimately requires, and at all other times while on the Site must be parked behind screening shown on the approved site plan. Vehicles of customers, visitors, vendors and employees may be parked in the open area. Loading and unloading of port-a-johns must be conducted behind screening shown on the approved site plan and, except for emergencies, may be conducted only between 5:30 AM and 10:30 PM.
5. Noncompliance with any of the conditions attached to the conditional use permit shall be cause for revocation of the permit; provided, however, that the permitholder shall be given notice of any asserted violation and an opportunity to respond.
6. All artificial lighting shall be directed away from adjoining properties and the adjacent public highways.
7. The permitholder shall comply with all applicable federal, Virginian and County regulations in the conduct of the uses authorized by this conditional use permit.

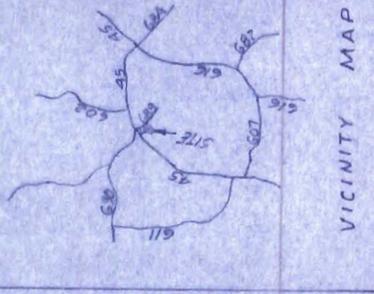


AN -  
LE ROAD  
ELAND Co., VA.

SCALE: 1" = 50'

1D  
27

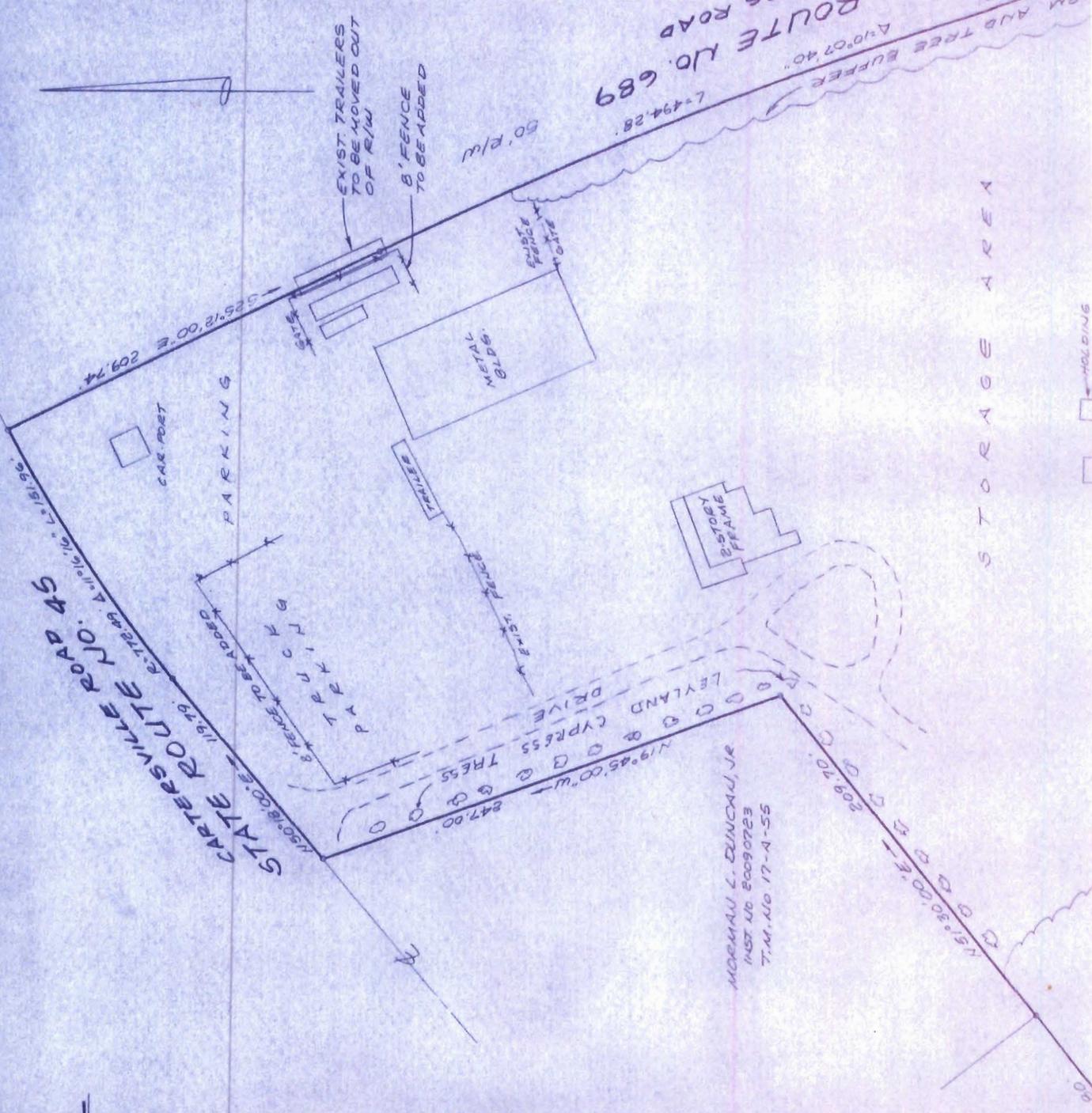
JA ESPERANCE  
No. 5006/1924  
C-17-A-54



VICINITY MAP

STATE ROUTE No. 689  
CEDAR SPRINGS ROAD  
L=494.28'  
A=10°07'40"

STORAGE AREA



EXIST. TRAILERS  
TO BE MOVED OUT  
OF R/W  
8' FENCE  
TO BE ADDED

CAR PORT

PARKING

METAL  
BLDG.

2-STORY  
FRAME

LEYLAND  
DRIVE  
CYPRESS  
TREES

MORRIS L. DUNCAN, JR  
INST. NO. 50090723  
T.M. NO. 17-A-55





## MEMO

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

From: Sara Carter, Planning Director

Date: December 1, 2016

Re: **CA 16-09 Conditional Uses in the A-2  
Companion amendment to the Code for CUP 16-10**

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Conditional Use Permit (CUP) 16-10 seeks to bring Mr. Mo Duncan's business, 4 Wheel Drive Specialty Conversion Division, Inc., into conformity with the Zoning Ordinance and provide conditions to mitigate community concerns regarding the appearance of the site. In order for the CUP to address all of the uses on the site, a code amendment is required to add additional uses to the Conditional Use section of the A-2 district.

*The Planning Commission recommends that the following uses be added to the A-2 district as Conditional Uses:*

- Off site collection, transportation and disposal of refuse, garbage, sewage and household and other solid waste.
- Sales and outdoor display of carports
- Garage, automotive repair

The Board of Supervisors has a public hearing set for the companion case, CUP 16-10, for their December 13, 2016 meeting. Staff is asking the Board of Supervisors to ratify a public hearing for this code amendment (which has been advertised, but not set) and hold it on December 13, 2016, so that the Conditional Use Permit case may be completed.

**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) Event facilities
- (8) Fire and rescue facilities.
- (9) Garage, automotive repair
- ~~(10)~~ Golf courses, country clubs, golf driving ranges and mini-golf.
- ~~(11)~~ Group home.
- ~~(12)~~ Guesthouse.
- ~~(13)~~ Gun clubs with or without indoor or outdoor shooting ranges, skeet shooting ranges and ball clubs.
- ~~(14)~~ Kennels, commercial.
- ~~(15)~~ Landfill (CDD) (including inert waste).
- ~~(16)~~ Livestock markets.
- ~~(17)~~ Nursery schools and private kindergartens.
- ~~(18)~~ Nursing home, convalescent home and rest home.
- (19) Off site collection, transportation and disposal of waste
- ~~(20)~~ Parks and playgrounds.
- ~~(21)~~ Porta-John business[es].
- ~~(22)~~ Public utilities.
- ~~(23)~~ 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.
- ~~(24)~~ Racetracks (auto, motorcycle, and horse).
- ~~(25)~~ 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.
- (26) Retail sales and display of storage sheds and carports
- ~~(27)~~ Special recreational events.
- ~~(28)~~ Transitional home.
- ~~(29)~~ Veterinary hospital.
- ~~(30)~~ Wood products (processing and assemblage of), as defined in [section 74-2](#)



**DATE:** December 7, 2016  
**TO:** Cumberland County Board of Supervisors  
**FROM:** Vivian Seay Giles  
**RE:** December 13, 2016 Board Agenda Item  
Community Center Lease

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**Recommendation**

Approve the lease of three rooms in Pod C in the Cumberland Community Center to James River Therapeutic Services for \$800.00 per month for a one year term and authorize the county administrator to execute the lease on behalf of the county.

**Information**

James River Therapeutic Services, an affiliate of Bear Creek Academy, has requested additional space for their services near Bear Creek Academy and are interested in three offices (C-3, C-4 & C-5) in Pod C of the Community Center. The services provided will benefit the students of Bear Creek Academy as well as other citizens of the community.

## Deed of Lease

This DEED OF LEASE (the "Lease") is dated the 1<sup>st</sup> day of December, 2016, between **CUMBERLAND COUNTY, VIRGINIA**, a public body politic and political subdivision of the Commonwealth of Virginia, as **Grantor** ("Landlord"), and **JAMES RIVER THERAPEUTIC 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 354 square feet of classroom space located in Pod C at The Cumberland Community Center (the "Center"), 1874 Anderson Highway, Cumberland, Virginia 23040, and identified as rooms C-3, C-4 & C-5, including the exclusive use of 354 square feet of classroom space and the non-exclusive use of the Common Areas, described below.***

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 corridors, 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 one (1) year, beginning on December 1, 2016 (the "Commencement Date") and terminating on November 30, 2017 (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 \$7,200 in equal monthly installments of \$600 payable in advance on or before the first 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:

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 Landlord's expense, the following utilities and services for the Premises: water and sewer. Tenant shall be responsible for 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 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 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:

James River Therapeutic Services

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- (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.
- (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 \_\_\_\_\_, 2016 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: JAMES RIVER THERAPEUTIC SERVICES**

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

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_, to wit:

The foregoing Deed of Lease was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_ acting in his capacity \_\_\_\_\_ of James River Therapeutic Services.

My Commission expires: \_\_\_\_\_

My notary Identification Number is: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM:

\_\_\_\_\_  
Vivian Seay Giles, County Attorney

At a meeting of the Cumberland County Board of Supervisors held at 7:00 p.m. on the 1<sup>st</sup> day of November, 2016, at the Cumberland County Circuit Court Room:

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

Absent: None

**1. Call to Order**

The Chairman called the meeting to order.

**2. Welcome and Pledge of Allegiance**

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

**3. Roll Call**

County Administrator, Vivian Giles, called the roll.

**4. Approval of Agenda**

On a motion by Supervisor Meinhard and carried unanimously, the Board approved the Agenda as amended:

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

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

a) Dr. Amy Griffin Superintendent of Cumberland County Schools

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

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

b) VDOT

There was no VDoT representatives present.

c) Ms. Robin Sapp, Cumberland Public Library –

Ms. Sapp was not present.

d) Ms. Mary Hickman, Commonwealth Regional Council

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

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

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

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

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

**6. Public Comments**

There were no citizens signed up to speak.

**7. Public Hearings**

- a) Cumberland Community Center Lease Agreement

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

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

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

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

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

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

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

- b) Piedmont Regional Jail Board Authority

**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF CUMBERLAND, VIRGINIA AUTHORIZING  
THE ORGANIZATION OF THE PIEDMONT REGIONAL JAIL AUTHORITY**

**WHEREAS**, the Counties of Amelia, Buckingham, Cumberland, Lunenburg, Nottoway and Prince Edward, Virginia have studied and considered the advantages of a regional jail authority as provided in §53.1-95.2. et. seq., of the Code of Virginia, 1950, as amended (**the “Code”**).

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Supervisors (**the “Board of Supervisors”**) of the County of Cumberland, Virginia (**the “County”**), as follows:

- 1. The County desires to create a regional jail authority with the Counties of Amelia, Buckingham, Lunenburg, Nottoway and Prince Edward, Virginia pursuant to the Code.

2. The name of the authority shall be the Piedmont Regional Jail Authority (**hereinafter, the "Authority"**) and the address of the Authority's principal office shall be 801 Industrial Park Road, Farmville, Virginia 23901.
  
3. The Counties of Amelia, Buckingham, Cumberland, Lunenburg, Nottoway and Prince Edward, Virginia shall be the initial participating political subdivisions in the Authority, and each of the said localities shall be represented by three members on the Authority's board of directors consisting of the Sheriff of each locality and two (2) members appointed by the Board of Supervisors of each locality. There shall be a total of eighteen (18) members. The initial members of the Authority shall be:

**NAMES**

**ADDRESSES**

Taylor Harvie, III  
Amelia County

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

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Amelia County

Ricky L. Walker  
Amelia County  
Sheriff

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

Rebecca S. Carter  
Buckingham  
County

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

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Buckingham  
County

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

P.O. Box 50  
Buckingham, Virginia  
23921

Vivian Giles  
Cumberland  
County

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

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Cumberland  
County

Darrell Hodges

P.O. Box 71

Cumberland  
County Sheriff

Cumberland, Virginia  
23040

Tracy M. Gee  
Lunenburg County

11413 Courthouse Road  
Lunenburg, VA 23952

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Lunenburg County

Arthur Townsend  
Lunenburg County  
Sheriff

160 Courthouse Square  
Lunenburg, VA 23952

Ronald E. Roark  
Nottoway County

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

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Nottoway County

Larry J. Parrish  
Nottoway County  
Sheriff

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

Wade Bartlett  
Prince Edward  
County

Post Office Box 382  
Farmville, Virginia 23901

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Prince Edward  
County

Wesley W. Reed  
Prince Edward  
County Sheriff

PO Box 25  
Farmville, VA 23901

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

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

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

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

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

**RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF CUMBERLAND, VIRGINIA, APPROVING  
THE PIEDMONT REGIONAL JAIL AUTHORITY  
SERVICE AGREEMENT**

**WHEREAS**, the Piedmont Regional Jail Authority **(the “Authority”)** was created by the Counties of Amelia, Buckingham, Cumberland, Lunenburg, Nottoway and Prince Edward, Virginia **(together, the “Member Jurisdictions”)** pursuant to Section 53.1-95.2 of the Code of Virginia of 1950, as amended **(the “Act”)**, for the purposes of acquiring, constructing, owning, equipping, maintaining and operating regional jail facilities **(the “Jail Facilities”)**;

**WHEREAS**, in order to pay costs of acquiring, constructing, owning, equipping, maintaining and operating the Jail Facilities, the Member Jurisdictions have agreed to pay certain amounts for

services to be received in accordance with the terms of a Service Agreement between and among the Member Jurisdictions and the Authority (**the “Service Agreement”**);

**WHEREAS**, there has been presented to this meeting a draft of the Service Agreement which the Authority and the Member Jurisdictions propose to execute to carry out the transactions described above, copies of which shall be filed with the records of the Member Jurisdictions and the Authority.

**BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF CUMBERLAND, VIRGINIA:**

1. The Board of Supervisors (**the “Board of Supervisors”**) of the County of Cumberland, Virginia (**the “County”**) hereby approves the Service Agreement.
2. The Chairman or Vice Chairman of the Board of Supervisors, or either of them, is hereby authorized and directed to execute the Service Agreement.
3. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto and to record such document where appropriate.
4. All other acts of the officers, employees and representatives of the County that are in conformity with the purposes and intent of this resolution and in furtherance of the execution and delivery of the Service Agreement by the Member Jurisdictions are hereby approved and ratified.
5. This resolution shall take effect immediately.

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

**PIEDMONT REGIONAL JAIL AUTHORITY**  
**SERVICE AGREEMENT**

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

## **RECITALS**

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

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

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

## **ARTICLE I**

### **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE II**

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

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

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

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

Commitment of Prisoners.

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

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

**Section 2.3 Transportation of Prisoners.**

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

**Section 2.4 Operating and Maintenance.**

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

**Section 2.5 Insurance.**

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

**Section 2.6 Annual Report.**

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

**Section 2.7 Annual Budget.**

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

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

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

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

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

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

**Section 2.9 Certain Responsibilities.**

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

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

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

**ARTICLE III  
PAYMENTS**

**Section 3.1 Payments from Member Jurisdictions.**

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

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

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

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

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

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

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

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

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

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

**Section 3.2 Payments from other Jurisdictions.**

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

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

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

**Section 3.4 Capital Expenditures.**

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

**Section 3.5 Limitation of Liability.**

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

**ARTICLE IV**

**ADDITIONAL AGREEMENTS**

**Section 4.1 Issuance of Bonds**

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

**Section 4.2 Sale or Other Conveyance.**

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

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

**Section 4.3 Further Documents and Data.**

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

**Section 4.4 Right to Access.**

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

**Section 4.5 Confidentiality.**

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

**Section 4.6 Notification.**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE V**

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

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

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

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

**Section 5.2 Authority.**

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

**Section 5.3 Non-Contravention.**

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

**Section 5.4 Litigation.**

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

**Section 5.5 Approvals.**

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

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

## **ARTICLE VI**

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

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

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

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

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

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

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

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

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

**Section 6.4 Litigation.**

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

**ARTICLE VII**

**DEFAULTS AND REMEDIES**

**Section 7.1 Default by Authority.**

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

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

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

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

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

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

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

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

**Section 7.2 Default by Member Jurisdictions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 7.5 Remedies Not Exclusive.**

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

**ARTICLE VIII**

**MISCELLANEOUS**

**Section 8.1 Severability of Invalid Provisions.**

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

**Section 8.2 Notices.**

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

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

If to the Authority:

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

If to Amelia County:

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

If to Buckingham County:

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

If to Cumberland County:

County Administrator

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

If to Lunenburg County:

County Administrator  
11413 Courthouse Road  
Lunenburg, VA 23952

If to Nottoway County:

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

If to Prince Edward County:

County Administrator  
Post Office Box 382  
Farmville, Virginia 23901

**Section 8.3 Execution of Agreement.**

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

**Section 8.4 Governing Law.**

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

**Section 8.5 Amendments.**

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

**Section 8.6 Effective Date of Agreement.**

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

**Section 8.7 Waiver.**

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

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

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

c) 2016 Holiday Calendar

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

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

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

**9. Finance Director’s Report**

a) Monthly budget Report

There was no discussion regarding the monthly budget report.

b) Supplemental Appropriation - \$85,733.00

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

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

c) Request for Appropriation - \$1,291.84

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

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

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

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

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

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

**10. Planning Director's Report**

- a) Planning Project update

There was no discussion on the Planning Project updates.

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

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

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

**11. Old Business**

N/A

**12. New Business**

N/A

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

There were no citizens signed up to speak.

**14. Board Member Comments**

N/A

**15. Adjourn into Closed Meeting-**

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

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

Subject: Community Host Agreement

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

Subject: Update on Step Increases

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

**16. Reconvene in Open Meeting-**

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

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

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

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

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

**WHEREAS**, Section 2.2-3712 of the Code of Virginia  
requires a certification by this Board that such closed

meeting was conducted in conformity with Virginia law;

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

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

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

**17. Additional Information**

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

**18. Adjourn –**

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

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

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

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Lloyd Banks, Jr., Chairman

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Vivian Giles, County Administrator/County Attorney



**Facility Fee and Use Schedule**  
 Adopted December 13, 2016 and Effective January 1, 2017

| Public Facility              | Description  | Rental Fee per day           | Designated Contact  |
|------------------------------|--|------------------------------|---------------------|
| Cumberland Community Center* | Gymnasium  | 4 hours or less      \$50    | Stephany S. Johnson |
|                              |  | 4.5 hours or more      \$100 |                     |
| Cumberland Community Center* | Open Fields<br>Cafeteria<br>Pod E Classroom<br>Restrooms     | \$40                         |                     |
| Ballfields on Route 13       | 2 Baseball diamonds<br>Outfield/Football/Soccer<br>Restrooms | \$100                        |                     |

\*\* Non-profit agencies will not be charged fees unless a fund-raising event, or any event where an entry fee is charged.



**L. O. Pfeiffer, Jr.**  
*TREASURER OF CUMBERLAND COUNTY*  
P.O. Box 28  
Cumberland, VA 23040  
(804) 492-4297  
Fax 492-5365



**TO:** Vivian Seay Giles, County Administrator

**FROM:** L.O. Pfeiffer, Jr.

**RE:** Refund on Overpayment of Taxes 

**Date:** November 7, 2016

The Commissioner of Revenue's Office has processed an abatement to a Personal Property Tax assessment for Tax Year 2016. This abatement results in a refund to the property owner (Komatsu Financial) in the amount of \$3,367.50 for overpayment of taxes.

By law, approval from the Board of Supervisors is required before issuing a refund of taxes over \$2,500.00. I am therefore requesting that the Board of Supervisors authorize the Treasurer to issue the check for the tax refund.

Please let me know if you need any additional information on this.

**Cc:** The Honorable Julie Phillips



**DATE:** December 6, 2016  
**TO:** Cumberland County Board of Supervisors  
Vivian Giles  
**FROM:** Stephany S. Johnson  
**RE:** December 13, 2016 Board Agenda Item  
Key Office Copier Lease Estimate

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**Recommendation**

Approve a lease agreement of a Canon ImageRUNNER Advance C7570i copier at a monthly rate of \$441.01

**Information**

Currently, there is only one color copier in the Administration building that is utilized by a majority of the offices. This machine is more than six years old, and is also the main printer for four offices. When large printing jobs are required, other offices are not able to print, and efficiency and productivity are affected. Further, over the last twelve months, there have been several breaks in this aging machine, rendering much copying and printing suspended.

The lease agreement with Key Office is a dollar buy-out lease under which the County will own the copier at the end of the 60-month lease. The recommended purchase is the lowest estimate received except for a rental arrangement which includes a higher copy fee and no ownership at rental expiration. There is no set-up cost, and the monthly amount includes maintenance which includes all parts, labor and black toner.

## \*\* GENERAL FUND REVENUES\*\*

## Monthly Financial Report To Council For December 2016

|                                     | Estimated 2016/2017<br>Budget to Date<br>----- | Actual 2016/2017<br>Budget to Date<br>----- | (Over) or Under<br>Budget to Date<br>----- |
|-------------------------------------|--|---|--|
| <b>Revenue</b>                      |  |   |  |
| Balance Forward                     |  | 3,844,310.17                                |  |
| Fund Revenue                        | 38,733,101.90                                  | 16,995,667.90                               | 21,737,434.00                              |
| <b>Total Revenue</b>                | <b>38,733,101.90</b>                           | <b>20,839,978.07</b>                        | <b>17,893,123.83</b>                       |
| <b>Expenditures</b>                 |  |   |  |
| * Board of Supervisors *            | 45,838.00                                      | 20,488.93                                   | 25,349.07                                  |
| * County Administrator *            | 352,420.00                                     | 116,177.37                                  | 236,242.63                                 |
|                                     | 5,000.00                                       |   | 5,000.00                                   |
| * Legal Services *                  |  | 27,224.00                                   | (27,224.00)                                |
| * Independent Auditor *             | 34,500.00                                      | 632.50                                      | 33,867.50                                  |
| * Commissioner of Revenue *         | 229,771.00                                     | 97,386.11                                   | 132,384.89                                 |
| * Treasurer *                       | 277,133.00                                     | 115,323.42                                  | 161,809.58                                 |
| * Accounting *                      | 115,032.00                                     | 45,917.32                                   | 69,114.68                                  |
| * Data Processing *                 | 216,256.00                                     | 127,601.64                                  | 88,654.36                                  |
| * Electoral Board *                 | 25,076.00                                      | 15,474.34                                   | 9,601.66                                   |
| * Registrar *                       | 84,556.00                                      | 39,019.31                                   | 45,536.69                                  |
| * Circuit Court *                   | 14,810.00                                      | 613.91                                      | 14,196.09                                  |
| * General District Court *          | 10,210.00                                      | 1,241.77                                    | 8,968.23                                   |
| * Magistrate *                      | 575.00   | 155.44                                      | 419.56                                     |
| * Clerk of Circuit Court *          | 222,117.00                                     | 91,280.43                                   | 130,836.57                                 |
| * Law Library *                     | 1,000.00                                       | 501.15                                      | 498.85                                     |
|                                     |  | 70.00                                       | (70.00)                                    |
| * Victim and Witness Assistance *   |  | 9,032.72                                    | (9,032.72)                                 |
| * Commonwealth's Attorney *         | 207,854.00                                     | 86,594.08                                   | 121,259.92                                 |
| * Sheriff *                         | 1,511,472.90                                   | 704,087.09                                  | 807,385.81                                 |
| * School Resource Officer *         | 62,016.00                                      | 26,009.74                                   | 36,006.26                                  |
| * E911 *                            | 23,100.00                                      | 10,328.16                                   | 12,771.84                                  |
| *Cumberland Vol.FIRE DEPT*          | 39,500.00                                      | 58,497.99                                   | (18,997.99)                                |
| *Cartersville Volun.*               | 39,500.00                                      | 19,750.00                                   | 19,750.00                                  |
| *Cumberland Vol. Rescue Squad*      | 39,500.00                                      | 50,756.63                                   | (11,256.63)                                |
| *Prince Edward Vol. Rescue Squad*   | 9,500.00                                       | 4,750.00                                    | 4,750.00                                   |
| *Randolph Fire Dept.*               | 39,500.00                                      | 19,750.00                                   | 19,750.00                                  |
| *Cartersville Vol. Rescue Squad*    | 37,970.00                                      | 18,985.00                                   | 18,985.00                                  |
| *Chesterfield Med-Flight Program*   | 300.00   | 4,525.98                                    | (4,225.98)                                 |
| * Forestry Service *                | 8,705.00                                       | 8,705.34                                    | (.34)                                      |
| * Emergency Services *              | 17,102.00                                      | 1,500.00                                    | 15,602.00                                  |
| * Probation Office *                | 1,328.00                                       | 374.43                                      | 953.57                                     |
| * Correction & Detention *          | 275,000.00                                     | 144,888.60                                  | 130,111.40                                 |
| * Building Inspections *            | 113,265.00                                     | 54,331.28                                   | 58,933.72                                  |
| * Animal Control *                  | 112,346.00                                     | 49,096.28                                   | 63,249.72                                  |
| * Medical Examiner *                | 200.00   |   | 200.00                                     |
| * Refuse Disposal *                 | 596,376.00                                     | 216,293.26                                  | 380,082.74                                 |
| * General Properties *              | 681,038.00                                     | 273,706.49                                  | 407,331.51                                 |
| * Supplement of Local Health Dept * | 98,753.00                                      | 46,876.17                                   | 51,876.83                                  |
| * Chapter 10 Board - Crossroads *   | 34,000.00                                      | 17,000.00                                   | 17,000.00                                  |
| * CSA Management *                  | 31,517.00                                      | 15,493.05                                   | 16,023.95                                  |
| * Community Colleges *              | 7,000.00                                       | 7,653.00                                    | (653.00)                                   |

## \*\* GENERAL FUND REVENUES\*\*

## Monthly Financial Report To Council For December 2016

|                                     | Estimated 2016/2017<br>Budget to Date<br>----- | Actual 2016/2017<br>Budget to Date<br>----- | (Over) or Under<br>Budget to Date<br>----- |
|-------------------------------------|--|---|--|
| <b>Expenditures</b>                 |  |   |  |
| * Recreation *                      | 64,699.00                                      | 14,353.15                                   | 50,345.85                                  |
| * Local Library *                   | 115,450.00                                     | 57,725.00                                   | 57,725.00                                  |
| * Planning Commission *             | 9,950.00                                       | 3,050.59                                    | 6,899.41                                   |
| * Planning/Zoning Dept. *           | 67,403.00                                      | 26,141.51                                   | 41,261.49                                  |
| * Community & Economic Developmnt * | 19,052.00                                      | 11,864.96                                   | 7,187.04                                   |
| * Board of Zoning Appeals *         | 650.00   |   | 650.00                                     |
| *Clothes Closet*                    |  | 34.00                                       | (34.00)                                    |
|                                     | 10,570.00                                      |   | 10,570.00                                  |
| * Farmville Area Chamber of Commerc | 1,500.00                                       | 750.00                                      | 750.00                                     |
| * Longwood Small Bus. Dev. Ctr. *   | 3,000.00                                       | 1,500.00                                    | 1,500.00                                   |
| * Southside Violence Prevention *   | 5,000.00                                       | 2,500.00                                    | 2,500.00                                   |
| *Peter Francisco SWD*               | 10,000.00                                      | 5,000.00                                    | 5,000.00                                   |
| * Extension Agents *                | 50,563.00                                      | 12,103.81                                   | 38,459.19                                  |
|                                     | 2,500.00                                       | 1,250.00                                    | 1,250.00                                   |
| * NONDEPARTMENTAL *                 | 16,000.00                                      | 3,018.32                                    | 12,981.68                                  |
| **TRANSFERS**                       | 8,094,568.00                                   | 2,632,540.98                                | 5,462,027.02                               |
| COMMONWEALTH'S ATTORNEY             |  | 3,853.15                                    | (3,853.15)                                 |
| SHERIFF                             | 55,000.00                                      | 2,800.00                                    | 52,200.00                                  |
| HEALTH INSURANCE                    | 2,100,000.00                                   | 979,656.45                                  | 1,120,343.55                               |
| DENTAL INSURANCE                    | 132,875.00                                     | 48,941.48                                   | 83,933.52                                  |
| PATIENT CENTERED OUTCOME FEE(PCOR)  |  | 11,696.59                                   | (11,696.59)                                |
| * Administration *                  | 1,302,121.00                                   | 510,164.16                                  | 791,956.84                                 |
|                                     | 15,005,885.00                                  | 5,175,594.10                                | 9,830,290.90                               |
|                                     | 1,160,759.00                                   | 379,797.61                                  | 780,961.39                                 |
| * Vehicle Upgrades & Replacement *  |  | 33,941.26                                   | (33,941.26)                                |
| *Randolph Community Center*         |  | 12,152.75                                   | (12,152.75)                                |
| **ELEMENTARY SCHOOL**               |  | 14,928.00                                   | (14,928.00)                                |
|                                     |  | 66,293.57                                   | (66,293.57)                                |
| * Elementary School - Lit Loan *    | 221,667.00                                     |   | 221,667.00                                 |
| * COPS97 Loan *                     | 373,788.00                                     | 362,312.50                                  | 11,475.50                                  |
| * High/Middle School - VPSA Loan *  | 922,501.00                                     | 743,931.24                                  | 178,569.76                                 |
| PUBLIC FACILITY NOTE 2009           | 389,759.00                                     | 283,495.95                                  | 106,263.05                                 |
| * AMERESCO *                        | 145,952.00                                     | 145,952.00                                  |  |
| * SunTrust Loan-HS/MS *             | 1,491,402.00                                   |   | 1,491,402.00                               |
| * Suntrust Loan - Courthouse *      | 248,697.00                                     | 232,583.95                                  | 16,113.05                                  |
|                                     | 500,000.00                                     | 183,743.03                                  | 316,256.97                                 |
| * SEWER FUND - Enterprise Fund *    | 311,415.00                                     | 134,107.56                                  | 177,307.44                                 |
| * WATER FUND - ENTERPRISE FUND *    | 130,425.00                                     | 59,990.60                                   | 70,434.40                                  |
| COMMUNITY CENTER PURCHASE           | 125,314.00                                     | 62,145.92                                   | 63,168.08                                  |
| MADISON INDUSTRIAL PARK             |  | 541,958.58                                  | (541,958.58)                               |
|                                     | 23,500.00                                      | 10,832.99                                   | 12,667.01                                  |
| Total Expenditure                   | 38,733,101.90                                  | 15,320,798.69                               | 23,412,303.21                              |
| <b>Total Revenues</b>               |  |   |  |
| Less Total Expenditures             |  | 5,519,179.38                                | (5,519,179.38)                             |

12/06/2016

\*GL060AA\*

CUMBERLAND CO

EXPENDITURE SUMMARY

7/01/2016 - 12/06/2016

PAGE 1

TIME 15:34

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

| ACCT# | DESCRIPTION                           | BUDGET AMOUNT | APPR. AMOUNT  | CURRENT AMOUNT | Y-T-D AMOUNT | BALANCE UNCOLLECTED |
|-------|---------------------------------------|---------------|---------------|----------------|--------------|---------------------|
| 1101  | ** Real Estate Taxes **               | 5,585,000.00  | 5,585,000.00  | 1,198,241.21   | 2,705,587.09 | 2,879,412.91        |
| 1102  | * Real/Personal Public Service *      | 775,000.00    | 775,000.00    | 203,818.26     | 429,882.00   | 345,118.00          |
| 1103  | * Personal Property Taxes *           | 1,806,000.00  | 1,806,000.00  | 857,022.39     | 1,538,048.66 | 267,951.34          |
| 1104  | * Machinery & Tools *                 | 115,000.00    | 115,000.00    | 75,215.78      | 139,676.23   | 24,676.23           |
| 1106  | * Penalties & Interest *              | 259,000.00    | 259,000.00    | 26,610.52      | 79,588.08    | 179,411.92          |
| 1201  | * Local Sales & Use Taxes *           | 425,000.00    | 425,000.00    | 37,183.66      | 191,527.78   | 233,472.22          |
| 1202  | * Consumer' Utility Taxes *           | 172,000.00    | 172,000.00    | 14,478.61      | 73,059.66    | 98,940.34           |
| 1203  | * Business License Taxes *            | 107,000.00    | 107,000.00    | 6,800.62       | 21,869.02    | 85,130.98           |
| 1204  | * Franchise License Taxes *           | 10,000.00     | 10,000.00     | .00            | .00          | 10,000.00           |
| 1205  | * Motor Vehicle License Tax *         | 230,000.00    | 230,000.00    | 89,986.58      | 162,067.02   | 67,932.98           |
| 1207  | * Taxes On Recordation & Wills *      | 45,000.00     | 45,000.00     | 7,001.40       | 24,932.41    | 20,067.59           |
| 1301  | * Animal Licenses *                   | 8,000.00      | 8,000.00      | 246.00         | 352.00       | 7,648.00            |
| 1303  | * Permits & Other Licenses *          | 52,000.00     | 52,000.00     | 4,867.66       | 19,356.38    | 32,643.62           |
| 1401  | * Court Fines & Forfeitures *         | 145,000.00    | 145,000.00    | 18,386.66      | 48,565.06    | 96,434.94           |
| 1501  | * Revenue From Use Of Money *         | 35,000.00     | 35,000.00     | 1,470.94       | 4,026.33     | 30,973.67           |
| 1502  | * Revenue From Use Of Property *      | 15,000.00     | 15,000.00     | 1,300.00       | 4,330.00     | 10,670.00           |
| 1601  | * Court Costs *                       | 48,360.00     | 48,360.00     | 7,944.04       | 24,130.69    | 24,229.31           |
| 1602  | * Commonwealth's Attorney Fees *      | 900.00        | 900.00        | 25.85          | 301.52       | 598.48              |
| 1603  | * Charges For Law Enforcement *       | 40,000.00     | 40,000.00     | .00            | .00          | 40,000.00           |
| 1604  | * Charges for Fire & Rescue Service * | .00           | .00           | 464.60         | 464.63       | 464.63              |
| 1608  | * Charges Sanitation & Removal *      | 600.00        | 600.00        | 92.00          | 619.00       | 19.00               |
| 1612  | * REC DEPT - ADULT LEAGUE FEES *      | 3,500.00      | 3,500.00      | .00            | .00          | 3,500.00            |
| 1613  | * Charges For Parks & Recreation *    | 21,000.00     | 21,000.00     | 1,380.00       | 3,126.74     | 17,873.26           |
| 1616  | * Charges For Planning / Com Dev *    | 2,000.00      | 2,000.00      | 100.00         | 1,025.00     | 975.00              |
| 1899  | * Miscellaneous *                     | 1,670,940.00  | 1,679,414.90  | 854.38         | 1,151,726.32 | 527,688.58          |
| 2101  | * Service Charges *                   | 48,000.00     | 48,000.00     | .00            | 46,225.88    | 1,774.12            |
| 2201  | **NON-CATEGORICAL AID**               | 1,295,535.00  | 1,295,535.00  | 685,630.60     | 871,876.50   | 423,658.50          |
| 2301  | * Commonwealth Attorney *             | 156,000.00    | 156,000.00    | 13,241.53      | 66,668.87    | 89,331.13           |
| 2302  | * Sheriff *                           | 561,533.00    | 561,533.00    | 48,593.96      | 219,798.50   | 341,734.50          |
| 2303  | * Commissioner Of Revenue *           | 76,000.00     | 76,000.00     | 6,347.86       | 31,784.81    | 44,215.19           |
| 2304  | * Treasurer *                         | 93,000.00     | 93,000.00     | 8,667.27       | 39,337.08    | 53,662.92           |
| 2306  | * Registrar/Electoral Boards *        | 38,199.00     | 38,199.00     | .00            | .00          | 38,199.00           |
| 2307  | * Clerk Of The Circuit Court *        | 144,000.00    | 144,000.00    | 12,639.50      | 61,917.43    | 82,082.57           |
| 2308  | * DMV License Agent *                 | 18,000.00     | 18,000.00     | 1,473.99       | 7,617.84     | 10,382.16           |
| 2404  | **GRANT FUNDS**                       | 58,000.00     | 58,000.00     | 4,252.65       | 48,385.19    | 9,614.81            |
| 3301  | **GRANT FUNDS**                       | 24,000.00     | 24,000.00     | .00            | 2,230.00     | 21,770.00           |
|       | -- FUND TOTAL--                       | 14,083,567.00 | 14,092,041.90 | 3,334,338.52   | 8,020,103.72 | 6,071,938.18        |

| FUND # | DESCRIPTION                      | INTEREST-STATE | ASSET FORFEITURE REVENUE (STATE) | CARRYOVER BALANCE | TOTAL     |
|--------|----------------------------------|----------------|----------------------------------|-------------------|-----------|
| 1501   | INTEREST-STATE                   | .00            | .00                              | .00               | 17.08     |
| 2402   | ASSET FORFEITURE REVENUE (STATE) | 25,000.00      | 183.30                           | 183.30            | 24,816.70 |
| 4106   | ** Carryover Balance **          | 30,000.00      | .00                              | .00               | 30,000.00 |
|        | -- FUND TOTAL--                  | 55,000.00      | 183.30                           | 183.30            | 54,799.62 |

| ACCT#             | DESCRIPTION                    | BUDGET AMOUNT | APPR. AMOUNT  | CURRENT AMOUNT | Y-T-D AMOUNT | BALANCE UNCOLLECTED |
|-------------------|--------------------------------|---------------|---------------|----------------|--------------|---------------------|
| <b>FUND #-170</b> |                                |               |               |                |              |                     |
| 1902              | HEALTH INSURANCE CONTRIBUTIONS | 2,110,000.00  | 2,110,000.00  | 321,466.94     | 1,035,882.36 | 1,074,117.64        |
| 2000              | DENTAL INSURANCE CONTRIBUTIONS | 116,600.00    | 116,600.00    | 16,993.88      | 56,639.10    | 59,960.90           |
| 2002              | BALANCE FORWARD                | 6,275.00      | 6,275.00      | .00            | .00          | 6,275.00            |
|                   | -- FUND TOTAL--                | 2,232,875.00  | 2,232,875.00  | 338,460.82     | 1,092,521.46 | 1,140,353.54        |
| <b>FUND #-201</b> |                                |               |               |                |              |                     |
| 1899              | * Miscellaneous Revenue *      | .00           | .00           | 749.00         | 1,870.33     | 1,870.33            |
| 2401              | * Welfare *                    | 170,646.00    | 170,646.00    | 28,645.04      | 156,729.96   | 13,916.04           |
| 3305              | * Social Services *            | 812,406.00    | 812,406.00    | 52,034.28      | 270,669.91   | 541,736.09          |
| 4105              | * Fund Transfers *             | 319,069.00    | 319,069.00    | .00            | 53,173.01    | 265,895.99          |
|                   | -- FUND TOTAL--                | 1,302,121.00  | 1,302,121.00  | 81,428.32      | 482,443.21   | 819,677.79          |
| <b>FUND #-205</b> |                                |               |               |                |              |                     |
| 1803              | * Expenditure Refunds *        | .00           | .00           | 14,016.28      | 103,198.41   | 103,198.41          |
| 1899              | * Miscellaneous Revenue *      | 287,299.00    | 287,299.00    | 8,829.23       | 9,219.75     | 278,079.25          |
| 2402              | * State Education *            | 9,227,170.00  | 9,227,170.00  | 645,384.15     | 3,261,278.25 | 5,965,891.75        |
| 2404              | ALTERNATIVE ASSESSMENT ASSIST  | .00           | .00           | .00            | 357.00       | 357.00              |
| 3302              | * Education *                  | 1,716,997.00  | 1,716,997.00  | 91,525.28      | 533,751.70   | 1,183,245.30        |
| 4105              | * Fund Transfers *             | 3,774,419.00  | 3,774,419.00  | .00            | 757,289.89   | 3,017,129.11        |
|                   | -- FUND TOTAL--                | 15,005,885.00 | 15,005,885.00 | 759,754.94     | 4,665,095.00 | 10,340,790.00       |
| <b>FUND #-207</b> |                                |               |               |                |              |                     |
| 1501              | * INTEREST ON BANK DEPOSITS *  | .00           | .00           | 12.39          | 614.85       | 614.85              |
| 1899              | ** MISC REVENUE **             | .00           | .00           | .00            | 1,249.20     | 1,249.20            |
| 1901              | ** LOCAL CONTRIBUTIONS **      | 464,560.00    | 464,560.00    | .00            | 422,061.04   | 42,498.96           |
| 2404              | ** STATE FUNDS **              | 696,199.00    | 696,199.00    | .00            | .00          | 696,199.00          |
|                   | -- FUND TOTAL--                | 1,160,759.00  | 1,160,759.00  | 12.39          | 423,925.09   | 736,833.91          |
| <b>FUND #-302</b> |                                |               |               |                |              |                     |
| 1501              | * Interest On Bank Deposits *  | .00           | .00           | .00            | 15.50        | 15.50               |
|                   | -- FUND TOTAL--                | .00           | .00           | .00            | 15.50        | 15.50               |
| <b>FUND #-401</b> |                                |               |               |                |              |                     |
| 1501              | **INTEREST**                   | 24,000.00     | 24,000.00     | .00            | 12,308.64    | 11,691.36           |
| 4105              | ** Transfers **                | 3,769,766.00  | 3,769,766.00  | .00            | 1,740,764.08 | 2,029,001.92        |
|                   | -- FUND TOTAL--                | 3,793,766.00  | 3,793,766.00  | .00            | 1,753,072.72 | 2,040,693.28        |

7/01/2016 - 12/06/2016

| ACCT#             | DESCRIPTION                    | BUDGET AMOUNT | APPR. AMOUNT | CURRENT AMOUNT | Y-T-D AMOUNT | BALANCE UNCOLLECTED |
|-------------------|--------------------------------|---------------|--------------|----------------|--------------|---------------------|
| <b>FUND #-500</b> |                                |               |              |                |              |                     |
| 2404              | *REVENUE FROM STATE*           | 350,000.00    | 350,000.00   | 512.61         | 183,497.30   | 166,502.70          |
| 4105              | *TRANSFERS*                    | 150,000.00    | 150,000.00   | .00            | .00          | 150,000.00          |
|                   | --FUND TOTAL--                 | 500,000.00    | 500,000.00   | 512.61         | 183,497.30   | 316,502.70          |
| <b>FUND #-501</b> |                                |               |              |                |              |                     |
| 1501              | **INTEREST REVENUE**           | .00           | .00          | .00            | 27.78        | 27.78               |
| 1619              | **CHARGES & FEES**             | 416,000.00    | 416,000.00   | 32,666.84      | 154,784.06   | 261,215.94          |
| 1620              | SEWER LATE PAYMENT PENALTY     | 10,200.00     | 10,200.00    | 565.32         | 2,712.64     | 7,487.36            |
| 1630              | **ADMIN FEES/CHARGES**         | 15,640.00     | 15,640.00    | 1,300.00       | 6,730.42     | 8,909.58            |
| 1803              | MISCELLANEOUS                  | .00           | .00          | .00            | 732.00       | 732.00              |
|                   | --FUND TOTAL--                 | 441,840.00    | 441,840.00   | 34,532.16      | 164,986.90   | 276,853.10          |
| <b>FUND #-515</b> |                                |               |              |                |              |                     |
| 1501              | INTEREST SEWER RESERVE         | .00           | .00          | 67.47          | 317.50       | 317.50              |
|                   | --FUND TOTAL--                 | .00           | .00          | 67.47          | 317.50       | 317.50              |
| <b>FUND #-540</b> |                                |               |              |                |              |                     |
| 1501              | INTEREST WATER RESERVE         | .00           | .00          | 9.84           | 46.32        | 46.32               |
|                   | --FUND TOTAL--                 | .00           | .00          | 9.84           | 46.32        | 46.32               |
| <b>FUND #-545</b> |                                |               |              |                |              |                     |
| 1200              | DSR PAYMENTS (FR UTILITY FUND) | .00           | .00          | .00            | 3,540.00     | 3,540.00            |
| 1501              | INTEREST                       | .00           | .00          | .00            | 1.43         | 1.43                |
|                   | --FUND TOTAL--                 | .00           | .00          | .00            | 3,541.43     | 3,541.43            |
| <b>FUND #-550</b> |                                |               |              |                |              |                     |
| 1200              | DSR PAYMENTS                   | .00           | .00          | .00            | 10,224.00    | 10,224.00           |
| 1501              | **INTEREST REVENUE**           | .00           | .00          | .00            | 12.78        | 12.78               |
|                   | --FUND TOTAL--                 | .00           | .00          | .00            | 10,236.78    | 10,236.78           |
| <b>FUND #-580</b> |                                |               |              |                |              |                     |
| 1501              | INTEREST REVENUE               | .00           | .00          | .35            | 1.42         | 1.42                |
|                   | --FUND TOTAL--                 | .00           | .00          | .35            | 1.42         | 1.42                |

FUND # -715

| ACCT# | DESCRIPTION                | BUDGET AMOUNT | APPR. AMOUNT | CURRENT AMOUNT | Y-T-D AMOUNT | BALANCE UNCOLLECTED |
|-------|----------------------------|---------------|--------------|----------------|--------------|---------------------|
| 1899  | Rent of General Property   | 44,000.00     | 44,000.00    | 5,550.00       | 22,350.00    | 21,650.00 49.20     |
| 2404  | **GRANT FUNDS**            | .00           | .00          | .00            | 85,733.00    | 85,733.00- 100.00-  |
| 4105  | Transfer from General Fund | 81,314.00     | 81,314.00    | .00            | 81,314.00    | .00                 |
|       | --FUND TOTAL--             | 125,314.00    | 125,314.00   | 5,550.00       | 189,397.00   | 64,083.00- 51.13-   |

FUND # -733

|      |                           |               |               |              |               |                     |
|------|---------------------------|---------------|---------------|--------------|---------------|---------------------|
| 1899 | * Miscellaneous Revenue * | 20,000.00     | 20,000.00     | 1,308.49     | 6,266.17      | 13,733.83 68.66     |
| 3305 | *FEDERAL FUNDS*           | 3,500.00      | 3,500.00      | .00          | .00           | 3,500.00 100.00     |
|      | --FUND TOTAL--            | 23,500.00     | 23,500.00     | 1,308.49     | 6,266.17      | 17,233.83 73.33     |
|      | --FINAL TOTAL--           | 38,724,627.00 | 38,733,101.90 | 4,556,159.21 | 16,995,667.90 | 21,737,434.00 56.12 |

FUND #-100

| ACCT# | DESCRIPTION                          | BUDGET AMOUNT | APPR. AMOUNT | CURRENT AMOUNT | Y-T-D AMOUNT | ENCUMBRANCE AMOUNT | UNENCUMBERED BALANCE | REMAINING |
|-------|--------------------------------------|---------------|--------------|----------------|--------------|--------------------|----------------------|-----------|
| 11010 | * Board of Supervisors *             | 45,838.00     | 45,838.00    | 3,105.25       | 20,488.93    | .00                | 25,349.07            | 55.30     |
| 12100 | * County Administrator *             | 352,420.00    | 352,420.00   | 25,316.38      | 116,177.37   | .00                | 236,242.63           | 67.03     |
| 12200 | VRS                                  | 5,000.00      | 5,000.00     | .00            | .00          | .00                | 5,000.00             | 100.00    |
| 12210 | * Legal Services *                   | .00           | .00          | .00            | 27,224.00    | .00                | 27,224.00            | 100.00    |
| 12240 | * Independent Auditor *              | 34,500.00     | 34,500.00    | .00            | 632.50       | .00                | 33,867.50            | 98.16     |
| 12310 | * Commissioner of Revenue *          | 229,771.00    | 229,771.00   | 19,428.21      | 97,386.11    | .00                | 132,384.89           | 57.61     |
| 12410 | * Treasurer *                        | 277,133.00    | 277,133.00   | 22,154.47      | 115,323.42   | .00                | 161,809.58           | 58.38     |
| 12430 | * Accounting *                       | 115,032.00    | 115,032.00   | 10,397.13      | 45,917.32    | .00                | 69,114.68            | 60.08     |
| 12510 | * Data Processing *                  | 216,256.00    | 216,256.00   | 61,860.79      | 127,601.64   | .00                | 88,654.36            | 40.99     |
| 13100 | * Electoral Board *                  | 25,076.00     | 25,076.00    | 13,111.80      | 15,474.34    | .00                | 9,601.66             | 38.29     |
| 13200 | * Registrar *                        | 84,556.00     | 84,556.00    | 8,528.40       | 39,019.31    | .00                | 45,536.69            | 53.85     |
| 21100 | * Circuit Court *                    | 14,810.00     | 14,810.00    | 373.91         | 613.91       | .00                | 14,196.09            | 95.85     |
| 21200 | * General District Court *           | 10,210.00     | 10,210.00    | 281.73         | 1,241.77     | .00                | 8,968.23             | 87.83     |
| 21300 | * Magistrate *                       | 575.00        | 575.00       | 75.82          | 155.44       | .00                | 419.56               | 72.96     |
| 21600 | * Clerk of Circuit Court *           | 222,117.00    | 222,117.00   | 18,890.47      | 91,280.43    | .00                | 130,836.57           | 58.90     |
| 21800 | * Law Library *                      | 1,000.00      | 1,000.00     | .00            | 501.15       | .00                | 498.85               | 49.88     |
| 21900 | TELECOMMUNICATIONS                   | .00           | .00          | 35.00          | 70.00        | .00                | 70.00                | 100.00    |
| 21910 | * Victim and Witness Assistance *    | .00           | .00          | 7,247.26       | 9,032.72     | .00                | 9,032.72             | 100.00    |
| 22100 | * Commonwealth's Attorney *          | 207,854.00    | 207,854.00   | 18,191.90      | 86,594.08    | .00                | 121,259.92           | 58.33     |
| 31200 | * Sheriff *                          | 1,502,998.00  | 1,511,472.90 | 128,275.90     | 704,087.09   | .00                | 807,385.81           | 53.41     |
| 31250 | * School Resource Officer *          | 62,016.00     | 62,016.00    | 5,299.75       | 26,009.74    | .00                | 36,006.26            | 58.05     |
| 31400 | * E911 *                             | 23,100.00     | 23,100.00    | 614.94         | 10,328.16    | .00                | 12,771.84            | 55.28     |
| 32221 | *Cumberland Vol. FIRE DEPT*          | 39,500.00     | 39,500.00    | 38,747.99      | 58,497.99    | .00                | 18,997.99            | 48.09     |
| 32222 | *Cartersville Volun.*                | 39,500.00     | 39,500.00    | .00            | 19,750.00    | .00                | 19,750.00            | 50.00     |
| 32301 | *Cumberland Vol. Rescue Squad*       | 39,500.00     | 39,500.00    | 50,520.88      | 50,756.63    | .00                | 11,256.63            | 28.49     |
| 32302 | *Prince Edward Vol. Rescue Squad*    | 9,500.00      | 9,500.00     | .00            | 4,750.00     | .00                | 4,750.00             | 50.00     |
| 32303 | *Randolph Fire Dept.*                | 39,500.00     | 39,500.00    | .00            | 19,750.00    | .00                | 19,750.00            | 50.00     |
| 32304 | *Cartersville Vol. Rescue Squad*     | 37,970.00     | 37,970.00    | .00            | 18,985.00    | .00                | 18,985.00            | 50.00     |
| 32306 | *Chesterfield Med-Flight Program*    | 300.00        | 300.00       | 1,921.56       | 4,525.98     | .00                | 4,225.98             | 408.66    |
| 32400 | * Forestry Service *                 | 8,705.00      | 8,705.00     | .00            | 8,705.34     | .00                | .34                  | .00       |
| 32500 | * Emergency Services *               | 17,102.00     | 17,102.00    | .00            | 1,500.00     | .00                | 15,602.00            | 91.22     |
| 33300 | * Probation Office *                 | 1,328.00      | 1,328.00     | 13.91          | 374.43       | .00                | 953.57               | 71.80     |
| 33400 | * Correction & Detention *           | 275,000.00    | 275,000.00   | 2,325.00       | 144,888.60   | .00                | 130,111.40           | 47.31     |
| 34100 | * Building Inspections *             | 113,265.00    | 113,265.00   | 10,924.90      | 54,331.28    | .00                | 58,933.72            | 52.03     |
| 35100 | * Animal Control *                   | 112,346.00    | 112,346.00   | 11,642.27      | 49,096.28    | .00                | 63,249.72            | 56.29     |
| 35300 | * Medical Examiner *                 | 200.00        | 200.00       | .00            | .00          | .00                | 200.00               | 100.00    |
| 42400 | * Refuse Disposal *                  | 596,376.00    | 596,376.00   | 21,299.19      | 216,293.26   | .00                | 380,082.74           | 63.73     |
| 43200 | * General Properties *               | 681,038.00    | 681,038.00   | 58,937.75      | 273,706.49   | .00                | 407,331.51           | 59.81     |
| 51200 | * Supplement of Local Health Dept *  | 98,753.00     | 98,753.00    | .00            | 46,876.17    | .00                | 51,876.83            | 52.53     |
| 52500 | * Chapter 10 Board - Crossroads *    | 34,000.00     | 34,000.00    | .00            | 17,000.00    | .00                | 17,000.00            | 50.00     |
| 61230 | * CSA Management *                   | 31,517.00     | 31,517.00    | 3,113.25       | 15,493.05    | .00                | 16,023.95            | 50.84     |
| 68000 | * Community Colleges *               | 7,000.00      | 7,000.00     | 4,137.00       | 7,653.00     | .00                | 653.00               | 9.32      |
| 71500 | * Recreation *                       | 64,699.00     | 64,699.00    | 1,979.90       | 14,353.15    | .00                | 50,345.85            | 77.81     |
| 73100 | * Local Library *                    | 115,450.00    | 115,450.00   | .00            | 57,725.00    | .00                | 57,725.00            | 50.00     |
| 81100 | * Planning Commission *              | 9,950.00      | 9,950.00     | 509.60         | 3,050.59     | .00                | 6,899.41             | 69.34     |
| 81110 | * Planning/Zoning Dept. *            | 67,403.00     | 67,403.00    | 4,951.67       | 26,141.51    | .00                | 41,261.49            | 61.21     |
| 81200 | * Community & Economic Development * | 19,052.00     | 19,052.00    | 899.20         | 11,864.96    | .00                | 7,187.04             | 37.72     |

| ACCT# | DESCRIPTION                         | BUDGET AMOUNT | APPR. AMOUNT  | CURRENT AMOUNT | Y-T-D AMOUNT | ENCUMBRANCE AMOUNT | UNENCUMBERED BALANCE | REMAINING |
|-------|-------------------------------------|---------------|---------------|----------------|--------------|--------------------|----------------------|-----------|
| 81400 | * Board of Zoning Appeals *         | 650.00        | 650.00        | .00            | .00          | .00                | 650.00               | 100.00    |
| 81513 | *Clothes Closet*                    | .00           | .00           | 13.90          | 34.00        | .00                | 34.00-               | 100.00-   |
| 81514 | Transportation                      | 10,570.00     | 10,570.00     | .00            | .00          | .00                | 10,570.00            | 100.00    |
| 81535 | * Farmville Area Chamber of Commere | 1,500.00      | 1,500.00      | .00            | 750.00       | .00                | 750.00               | 50.00     |
| 81541 | * Longwood Small Bus. Dev. Ctr. *   | 3,000.00      | 3,000.00      | .00            | 1,500.00     | .00                | 1,500.00             | 50.00     |
| 81542 | * Southside Violence Prevention *   | 5,000.00      | 5,000.00      | .00            | 2,500.00     | .00                | 2,500.00             | 50.00     |
| 82401 | *Peter Francisco SMD*               | 10,000.00     | 10,000.00     | .00            | 5,000.00     | .00                | 5,000.00             | 50.00     |
| 83500 | * Extension Agents *                | 50,563.00     | 50,563.00     | 11,438.67      | 12,103.81    | .00                | 38,459.19            | 76.06     |
| 83501 | holiday lake 4-h educational center | 2,500.00      | 2,500.00      | .00            | 1,250.00     | .00                | 1,250.00             | 50.00     |
| 90000 | * NONDEPARTMENTAL *                 | 16,000.00     | 16,000.00     | 362.51         | 3,018.32     | .00                | 12,981.68            | 81.13     |
| 93100 | **TRANSFERS**                       | 8,094,568.00  | 8,094,568.00  | .00            | 2,632,540.98 | .00                | 5,462,027.02         | 67.47     |
|       | --FUND TOTAL--                      | 14,083,567.00 | 14,092,041.90 | 566,928.26     | 5,319,925.25 | .00                | 8,772,116.65         | 62.24     |

| FUND #      | DESCRIPTION             | BUDGET AMOUNT | APPR. AMOUNT | CURRENT AMOUNT | Y-T-D AMOUNT | ENCUMBRANCE AMOUNT | UNENCUMBERED BALANCE | REMAINING |
|-------------|-------------------------|---------------|--------------|----------------|--------------|--------------------|----------------------|-----------|
| FUND # -150 | COMMONWEALTH'S ATTORNEY | .00           | .00          | .00            | 3,853.15     | .00                | 3,853.15-            | 100.00-   |
| 31200       | SHERIFF                 | 55,000.00     | 55,000.00    | .00            | 2,800.00     | .00                | 52,200.00            | 94.90     |
|             | --FUND TOTAL--          | 55,000.00     | 55,000.00    | .00            | 6,653.15     | .00                | 48,346.85            | 87.90     |

| FUND #      | DESCRIPTION                         | BUDGET AMOUNT | APPR. AMOUNT | CURRENT AMOUNT | Y-T-D AMOUNT | ENCUMBRANCE AMOUNT | UNENCUMBERED BALANCE | REMAINING |
|-------------|-------------------------------------|---------------|--------------|----------------|--------------|--------------------|----------------------|-----------|
| FUND # -170 | HEALTH INSURANCE                    | 2,100,000.00  | 2,100,000.00 | 168,134.28     | 979,656.45   | .00                | 1,120,343.55         | 53.34     |
| 62100       | DENTAL INSURANCE                    | 132,875.00    | 132,875.00   | 9,994.30       | 48,941.48    | .00                | 83,933.52            | 63.16     |
| 64100       | PATIENT CENTERED OUTCOME FEE (FCOR) | .00           | .00          | 11,132.91      | 11,696.59    | .00                | 11,696.59-           | 100.00-   |
|             | --FUND TOTAL--                      | 2,232,875.00  | 2,232,875.00 | 189,261.49     | 1,040,294.52 | .00                | 1,192,580.48         | 53.41     |

| FUND #      | DESCRIPTION      | BUDGET AMOUNT | APPR. AMOUNT  | CURRENT AMOUNT | Y-T-D AMOUNT | ENCUMBRANCE AMOUNT | UNENCUMBERED BALANCE | REMAINING |
|-------------|------------------|---------------|---------------|----------------|--------------|--------------------|----------------------|-----------|
| FUND # -201 | Administration * | 1,302,121.00  | 1,302,121.00  | 109,149.27     | 510,164.16   | .00                | 791,956.84           | 60.82     |
| 53100       |                  | 1,302,121.00  | 1,302,121.00  | 109,149.27     | 510,164.16   | .00                | 791,956.84           | 60.82     |
|             | --FUND TOTAL--   | 15,005,885.00 | 15,005,885.00 | 1,270,254.04   | 5,175,594.10 | .00                | 9,830,290.90         | 65.50     |

| FUND #      | DESCRIPTION                    | BUDGET AMOUNT | APPR. AMOUNT  | CURRENT AMOUNT | Y-T-D AMOUNT | ENCUMBRANCE AMOUNT | UNENCUMBERED BALANCE | REMAINING |
|-------------|--------------------------------|---------------|---------------|----------------|--------------|--------------------|----------------------|-----------|
| FUND # -205 | GOVERNOR'S SCHOOL EXPENDITURES | 1,160,759.00  | 1,160,759.00  | 86,330.23      | 379,797.61   | .00                | 780,961.39           | 67.28     |
| 61100       |                                | 1,160,759.00  | 1,160,759.00  | 86,330.23      | 379,797.61   | .00                | 780,961.39           | 67.28     |
|             | --FUND TOTAL--                 | 15,005,885.00 | 15,005,885.00 | 1,270,254.04   | 5,175,594.10 | .00                | 9,830,290.90         | 65.50     |

| FUND #      | DESCRIPTION                    | BUDGET AMOUNT | APPR. AMOUNT  | CURRENT AMOUNT | Y-T-D AMOUNT | ENCUMBRANCE AMOUNT | UNENCUMBERED BALANCE | REMAINING |
|-------------|--------------------------------|---------------|---------------|----------------|--------------|--------------------|----------------------|-----------|
| FUND # -207 | GOVERNOR'S SCHOOL EXPENDITURES | 1,160,759.00  | 1,160,759.00  | 86,330.23      | 379,797.61   | .00                | 780,961.39           | 67.28     |
| 61100       |                                | 1,160,759.00  | 1,160,759.00  | 86,330.23      | 379,797.61   | .00                | 780,961.39           | 67.28     |
|             | --FUND TOTAL--                 | 15,005,885.00 | 15,005,885.00 | 1,270,254.04   | 5,175,594.10 | .00                | 9,830,290.90         | 65.50     |

| ACCT#             | DESCRIPTION                        | BUDGET AMOUNT | APPR. AMOUNT  | CURRENT AMOUNT | Y-T-D AMOUNT  | ENCUMBRANCE AMOUNT | UNENCUMBERED BALANCE | REMAINING \$ |
|-------------------|------------------------------------|---------------|---------------|----------------|---------------|--------------------|----------------------|--------------|
| <b>FUND #-302</b> |                                    |               |               |                |               |                    |                      |              |
| 94337             | * Vehicle Upgrades & Replacement * | .00           | .00           | .00            | 33,941.26     | .00                | 33,941.26            | 100.00-      |
| 94380             | *Randolph Community Center*        | .00           | .00           | .00            | 12,152.75     | .00                | 12,152.75            | 100.00-      |
| 95101             | **ELEMENTARY SCHOOL**              | .00           | .00           | .00            | 14,928.00     | .00                | 14,928.00            | 100.00-      |
| 95150             | Real Property Acquisition          | .00           | .00           | .00            | 66,293.57     | .00                | 66,293.57            | 100.00-      |
|                   | -- FUND TOTAL--                    | .00           | .00           | .00            | 127,315.58    | .00                | 127,315.58           | 100.00-      |
| <b>FUND #-401</b> |                                    |               |               |                |               |                    |                      |              |
| 67200             | * Elementary School - Lit Loan *   | 221,667.00    | 221,667.00    | .00            | .00           | .00                | 221,667.00           | 100.00       |
| 67400             | * COPS97 Loan *                    | 373,788.00    | 373,788.00    | .00            | 362,312.50    | .00                | 11,475.50            | 3.07         |
| 67500             | * High/Middle School - VPSA Loan * | 922,501.00    | 922,501.00    | .00            | 743,931.24    | .00                | 178,569.76           | 19.35        |
| 67700             | PUBLIC FACILITY NOTE 2009          | 389,759.00    | 389,759.00    | 15,067.63      | 283,495.95    | .00                | 106,263.05           | 27.26        |
| 67800             | * AMERESCO *                       | 145,952.00    | 145,952.00    | .00            | 145,952.00    | .00                | .00                  | .00          |
| 95600             | * SunTrust Loan-HS/MS *            | 1,491,402.00  | 1,491,402.00  | .00            | .00           | .00                | 1,491,402.00         | 100.00       |
| 95700             | * Suntrust Loan - Courthouse *     | 248,697.00    | 248,697.00    | .00            | 232,583.95    | .00                | 16,113.05            | 6.47         |
|                   | -- FUND TOTAL--                    | 3,793,766.00  | 3,793,766.00  | 15,067.63      | 1,768,275.64  | .00                | 2,025,490.36         | 53.38        |
| <b>FUND #-500</b> |                                    |               |               |                |               |                    |                      |              |
| 53900             |                                    | 500,000.00    | 500,000.00    | .00            | 183,743.03    | .00                | 316,256.97           | 63.25        |
|                   | -- FUND TOTAL--                    | 500,000.00    | 500,000.00    | .00            | 183,743.03    | .00                | 316,256.97           | 63.25        |
| <b>FUND #-501</b> |                                    |               |               |                |               |                    |                      |              |
| 94900             | * SEMER FUND - Enterprise Fund *   | 311,415.00    | 311,415.00    | 35,273.64      | 134,107.56    | .00                | 177,307.44           | 56.93        |
| 95900             | * WATER FUND - ENTERPRISE FUND *   | 130,425.00    | 130,425.00    | 10,454.68      | 59,990.60     | .00                | 70,434.40            | 54.00        |
|                   | -- FUND TOTAL--                    | 441,840.00    | 441,840.00    | 45,728.32      | 194,098.16    | .00                | 247,741.84           | 56.07        |
| <b>FUND #-715</b> |                                    |               |               |                |               |                    |                      |              |
| 81610             | COMMUNITY CENTER PURCHASE          | 125,314.00    | 125,314.00    | 9,005.00       | 62,145.92     | .00                | 63,168.08            | 50.40        |
| 81620             | MADISON INDUSTRIAL PARK            | .00           | .00           | 50,474.76      | 541,958.58    | .00                | 541,958.58           | 100.00-      |
|                   | -- FUND TOTAL--                    | 125,314.00    | 125,314.00    | 59,479.76      | 604,104.50    | .00                | 478,790.50           | 382.07-      |
| <b>FUND #-733</b> |                                    |               |               |                |               |                    |                      |              |
| 53010             |                                    | 23,500.00     | 23,500.00     | 2,988.43       | 10,832.99     | .00                | 12,667.01            | 53.90        |
|                   | -- FUND TOTAL--                    | 23,500.00     | 23,500.00     | 2,988.43       | 10,832.99     | .00                | 12,667.01            | 53.90        |
|                   | -- FINAL TOTAL--                   | 38,724,627.00 | 38,733,101.90 | 2,345,187.43   | 15,320,798.69 | .00                | 23,412,303.21        | 60.44        |



## CUMBERLAND COUNTY PUBLIC SCHOOLS

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

AMY GRIFFIN, Ed.D.  
Division Superintendent

GINGER SANDERSON  
School Board Chairman

EURIKA TYREE  
School Board Vice-Chairman

GEORGE LEE DOWDY III  
School Board Member

CHRISTINE ROSS, PH.D.  
School Board Member

GEORGE REID  
School Board Member

December 12, 2016

TO: Board of Supervisors of Cumberland County

FROM: Amy W. Griffin, Ed.D.

SUBJECT: Appropriation for Additional Funding for the 2016-2017 School Year

On behalf of the Cumberland County School Board, we are requesting an appropriation in the amount of \$25,000 for an additional grant listed below:

- Virginia Tiered Systems of Supports (VTSS) - Federal \$25,000.00

A Copy of the grant award is attached.

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

**SCHOOL BOARD**  
**CUMBERLAND COUNTY PUBLIC SCHOOLS**

---

**SUBJECT:**

Supplemental Appropriations

**DATE:**

December 12, 2016

---

**Background:**

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

- Virginia Tiered Systems of Supports (VTSS) - Federal                      \$25,000.00

**Recommendation:**

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

- Virginia Tiered Systems of Supports (VTSS) - Federal                      \$25,000.00

**Action:**

Approval

Bd12-12-16SA

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF EDUCATION  
PO BOX 2120



GRANT AWARD NOTIFICATION

| Recipient Information   |   | DOE Information   |                                    |
|---|---|---|------------------------------------|
| 1. Contact Information:   | Dr. Amy Griffin<br>Division Superintendent<br>Cumberland County Public Schools<br>PO Box 170<br>Cumberland, VA 23040  | 10. Grant Authority:  | Chapter 780, 2016 Acts of Assembly |
| 2. Universal Identifier (DUNS):   | 196758866   | 11. FAIN:   | 7/1/16 - 6/30/17                   |
| 3. Payee Number:  | 00025   | 12. Federal/State Award Date:   | \$25,000                           |
| 4. Grant Award Title:   | PBIS of the VTSS<br>Susan Trulove<br>Division of Special Education and Student Services<br>Office of Student Services | 13. Total Federal/State Award:  | General                            |
| 5. DOE Contact:   | STATE 170004  | 14. Fund Source:  | 60759                              |
| 6. Grant Award Number:  |   | 15. Project Code:   | 240427                             |
| 7. Grant Award Type:  | New   | 16. Revenue Source Code:  | 1430400                            |
| 8. Grant Award Amount:  | \$25,000<br>Original/Previous Award<br>Current Award<br><b>Total Award</b>  | 17. Program Service Area:   | Subrecipient                       |
| 9. Period of Grant Award:   | 7/1/16 - 6/30/17  | 18. Recipient Type:   | 2017                               |
|   |   | 19. Fiscal Year:  | n/a                                |
|   |   | 20. Indirect Cost Rate:   | Choose an item.                    |
| 22. Program Specific Instructions:<br>Funds are to be used by June 30, 2017. Sub-grant award number (box #6 above) must be referenced in all communications relative to this project. These funds must be used in accordance with the activities specified in your scope of work. Approvals of program or budget modifications are required prior to program changes and budget expenditures. A mid-year report outlining how the funds are being used, identifying measurable goals and objectives, and providing baseline data must be submitted by January 30, 2017. A final status report on the measurable goals and objectives, how the funds were allocated with budget expenditures is due July 30, 2017. Upon approval by the Virginia Department of Education, the grantee may carryover unspent fund balances into fiscal year 2018 for expenditure for the same program purpose in fiscal year 2017; all grant funds must be expended by September 30, 2017. No extensions beyond September 30, 2017 will be granted. A request to carryover funds must be submitted by June 1, 2017. |   | 21. Special Terms and Conditions: All federal grant awards are subject to 2 CFR Part 200, and Appendix II for contracts made with federal funds from this grant award. All awards are further subject to "Additional Required Special Terms and Conditions for Grant Awards" on Attachment A. For Federal grant awards \$25,000 or greater, Attachment B - FFATA Reporting must be completed, signed, and returned to 5. DOE Contact within five days of receipt of this Grant Award Notification. This award is not for research and development. Indirect cost rates negotiated by DOE on LEA's behalf can be viewed at <a href="http://www.doe.virginia.gov/school_finance/budget/index.shtml">http://www.doe.virginia.gov/school_finance/budget/index.shtml</a> |                                    |
| 23. Authorized By:  |   | 24. Authorized By:  |                                    |
| John Eisenberg, Asst. Supt., Division of Special Education and Student Services   |   | 25. Date:   | 11/10/15                           |
|   |   | Kent Dickey, Deputy Superintendent for Finance and Operations   |                                    |



## CUMBERLAND COUNTY PUBLIC SCHOOLS

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

AMY GRIFFIN, Ed.D.  
Division Superintendent

GINGER SANDERSON  
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EURIKA TYREE  
School Board Vice-Chairman

GEORGE LEE DOWDY III  
School Board Member

CHRISTINE ROSS, PH.D.  
School Board Member

GEORGE REID  
School Board Member

November 14, 2016

TO: Board of Supervisors of Cumberland County

FROM: Amy W. Griffin, Ed.D.

SUBJECT: Appropriation for Additional Funding for the 2016-2017 School Year

On behalf of the Cumberland County School Board, we are requesting an appropriation in the amount of \$250,533 for additional grants listed below:

- |   |              |
|---|--------------|
| • 21 <sup>st</sup> Century Community Learning Centers (Federal) | \$168,933.00 |
| • Teaching with Primary Sources                                 | 20,000.00    |
| • 2016 School Security Equipment Grant                          | 60,000.00    |
| • Gardening with Aquaponics                                     | 1,600.00     |

Copies of the grant awards are attached.

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

**SCHOOL BOARD**  
**CUMBERLAND COUNTY PUBLIC SCHOOLS**

---

**SUBJECT:**

Supplemental Appropriations

**DATE:**

November 14, 2016

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**Background:**

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

- |   |              |
|---|--------------|
| • 21 <sup>st</sup> Century Community Learning Centers (Federal) | \$168,933.00 |
| • Teaching with Primary Sources                                 | 20,000.00    |
| • 2016 School Security Equipment Grant                          | 60,000.00    |
| • Gardening with Aquaponics                                     | 1,600.00     |

**Recommendation:**

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

- |   |              |
|---|--------------|
| • 21 <sup>st</sup> Century Community Learning Centers (Federal) | \$168,933.00 |
| • Teaching with Primary Sources                                 | 20,000.00    |
| • 2016 School Security Equipment Grant                          | 60,000.00    |
| • Gardening with Aquaponics                                     | 1,600.00     |

**Action:**

Approval

Bd11-14-16SA



# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF EDUCATION

P.O. BOX 2120

RICHMOND, VA. 23218-2120

July 28, 2016

Dr. Amy Griffin  
Division Superintendent  
Cumberland County Public Schools  
P.O. Box 170  
1541 Anderson Highway  
Cumberland, Virginia 23040

Dear Dr. Griffin:

I am pleased to inform you that the 21<sup>st</sup> Century Community Learning Centers program being implemented at the school(s) listed below will receive continuation funding. Please note that one or more of your division's awards may have been reduced from the original grant award amount. Reductions were based on serving low numbers of students and/or inability to expend 85 percent of the original grant award.

| Name of School(s)      | Grant Award Year | Grant Amount     |
|------------------------|------------------|------------------|
| Cumberland High School | Cohort 13        | \$168,933        |
| <b>TOTAL</b>           |                  | <b>\$168,933</b> |

The 21<sup>st</sup> CCLC grant is a three-year grant with annual continuation awards, contingent upon availability of funds; satisfactory performance; serving the number of students as stated in the original application; and efficient stewardship of grant funds. Continuation awards for years two and three of the grant may be reduced by the amount that exceeds 15 percent of the original grant award amount as of May 31 each year.

Dr. Amy Griffin  
July 28, 2016  
Page Two

Please see the attached *Additional DOE Special Terms and Conditions* for restrictions on ownership of intellectual property, subcontracts/subawards, and grantee rights to use materials.

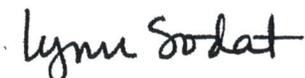
Reimbursements and amendments are to be submitted via the Virginia Department of Education's Online Management of Education Grant Awards (OMEGA) system. OMEGA user setup forms with instructions, a detailed User's Guide, and access to online training opportunities are available at:

[http://www.doe.virginia.gov/school\\_finance/budget/grants\\_acct\\_reporting/omega/index.shtml](http://www.doe.virginia.gov/school_finance/budget/grants_acct_reporting/omega/index.shtml).

Authorization for this grant is provided in Title IV, Part B, of the *Elementary and Secondary Education Act of 1965* (ESEA), as amended. The Catalog of Federal Domestic Assistance (CFDA) number for Title IV, Part B, is 84.287C, 21<sup>st</sup> Century Afterschool Learning Centers. Grant recipients are responsible for: 1) adhering to the provisions outlined in Title IV, Part B, of ESEA, as amended; 2) adhering to the regulations in the United States Department of Education's General Administrative Regulations (EDGAR) in 34 of the Code of the Federal Regulations (CFR) (except for 76.650-76.662 – Participation of students enrolled in private schools); and 3) adhering to the regulations in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

If you have any questions, please contact Marsha Granderson, education specialist, Title IV-B, 21<sup>st</sup> Century Community Learning Centers Grant, at (804) 786-1993 or [Marsha.Granderson@doe.virginia.gov](mailto:Marsha.Granderson@doe.virginia.gov).

Sincerely,



Lynn Sodat, Ph.D.  
Director  
Office of Program Administration and Accountability

LS/MG/jf  
Enclosure  
✓ Dr. Chip Jones



RICHMOND, VIRGINIA 23218-2120

**GRANT AWARD NOTIFICATION**

**Recipient Information**

|                                 |   |           |
|---------------------------------|---|-----------|
| 1. Contact Information:         | Dr. Amy Griffin<br>Division Superintendent<br>Cumberland County Public Schools<br>P.O. Box 170<br>1541 Anderson Highway<br>Cumberland, Virginia 23040<br>159573831  |           |
| 2. Universal Identifier (DUNS): | 00025   |           |
| 3. Payee Number:                | 21 <sup>st</sup> Century Community Learning Centers, Title IV, Part B   |           |
| 4. Grant Award Title:           | Marsha Granderson<br>Program Administration and Accountability<br>Student Assessment and School Improvement<br>Office: (804) 786-1993<br>Email: <a href="mailto:Marsha.Granderson@doe.virginia.gov">Marsha.Granderson@doe.virginia.gov</a><br>00025-60565-5287C160047 |           |
| 5. DOE Contact:                 |   |           |
| 6. Grant Award Number:          |   |           |
| 7. Grant Award Type:            | <b>New</b>  |           |
| 8. Grant Award Amount:          | Original/Previous Award   |           |
|                                 | Current Award   | \$168,933 |
|                                 | <b>Total Award</b>  | \$168,933 |
| 9. Period of Grant Award:       | July 1, 2016, through September 30, 2017  |           |

**DOE Information**

|                                |                       |
|--------------------------------|-----------------------|
| 10. Grant Authority:           | CFDA 84.287C          |
| 11. FAIN:                      | 5287C160047           |
| 12. Federal/State Award        | 07/01/2016-09/30/2017 |
| 13. Total Federal/State Award: | \$19,244,252          |
| 14. Fund Source:               | Federal               |
| 15. Project Code:              | 60565                 |
| 16. Revenue Source Code:       | 84.287                |
| 17. Program Service Area:      | 179-01                |
| 18. Recipient Type:            | Subrecipient          |
| 19. Fiscal Year:               | 2016-2017             |
| 20. Indirect Cost Rate:        | 4.6%                  |
|                                | Restricted            |

21. Special Terms and Conditions: *All federal grant awards are subject to 2 CFR Part 200, and Appendix II for contracts made with federal funds from this grant award. All awards are further subject to "Additional Required Special Terms and Conditions for Grant Awards" on Attachment A. This award is not for research and development. Indirect cost rates negotiated by DOE on LEA's behalf can be viewed at [http://www.doe.virginia.gov/school\\_finance/budget/index.shtml](http://www.doe.virginia.gov/school_finance/budget/index.shtml)*

**22. Program Specific Instructions:**

The project will be funded at the level noted above, contingent upon the availability of funds. Funds awarded under federal grant award number S287C160047 must be encumbered by September 30, 2018. All requests for reimbursements must be received by November 15, 2018. Continuation awards for years two and three of the grant will be reduced based on the unclaimed funds of the first and second year's award as of May 31<sup>st</sup> of each year. The next year's award would be reduced by the amount that exceeds fifteen percent of original grant award amount. Grants may also be reduced if the grantees is not demonstrating substantial progress, is not serving the number of students as stated in the original application as measured by average daily program attendance, or is not utilizing the funds as approved. Grant recipients that do not fully expend and claim all awarded funds by the close of the award may be subject to a reduction in future awards. The grant award number must be referenced on all correspondence sent to the Department of Education. Inquiries regarding this award will be directed to Marsha Granderson, education specialist, Virginia Department of Education, P.O. Box 2120, Richmond, Virginia 23218-2120. See attached Additional Required Special Terms and Conditions.

23. Authorized By:

*Shelley Loving-Ryder*

Shelley Loving-Ryder, Assistant Superintendent for Student Assessment and School Improvement

24. Authorized By:

*Kent Dickey*

Kent Dickey, Deputy Superintendent Finance & Operations

25. Date:

July 8, 2016

On Sep 20, 2016, at 4:27 PM, Barbara Kirby <bkirby@waynesburg.edu> wrote:

<image001.png>

**Congratulations Dr. Jones!**

The **Cumberland County Public School** Teaching with Primary Sources Eastern Region proposal has been **conditionally approved** for funding (\$20,000). Please see the **attached review rubric**.

We look forward to working with you and TPS of Northern Virginia to ensure ***Making History Come Alive with Primary Sources*** is a success for Virginia educators.

**Please note to extend the reach of the project, the review team has recommended that the 60 teacher participant "trainers" each commit to coach at least two colleagues in their schools. These coaching events would be included in your quarterly and final reports.**

**Please confirm that the requested proposal modifications are acceptable to your team.** If yes, a formal funding agreement will be prepared and sent to you. The agreement will be in effect **from October 1, 2016 through September 30, 2017**. Your first quantitative report will be due December 31<sup>st</sup> and a final narrative report will be due before October 30, 2017. Links to project implementation forms can be accessed online at: <http://tps.waynesburg.edu/formats-and-examples>.

To smooth the process of administering the grant, we convene a brief (15 to 30 minute) **web conference** to review the process and answer any questions you may have. Please let **Sue Wise** know what times/dates you would be available in the next week or so.

We very much look forward to working together on this project. Please let me know if you have any questions or concerns.

Sincerely yours,

Barbara Kirby and Sue Wise

Teaching with Primary Sources Eastern Region

Waynesburg University



Commonwealth of Virginia, Office of Governor Terry McAuliffe

For Immediate Release – September 15, 2016

**Office of the Governor**

Contact: Brian Coy

Email: [Brian.Coy@governor.virginia.gov](mailto:Brian.Coy@governor.virginia.gov)

**Virginia Department of Education**

Contact: Charles Pyle

Phone: 804-371-2420

Email: [Charles.Pyle@doe.virginia.gov](mailto:Charles.Pyle@doe.virginia.gov)

Governor McAuliffe Awards \$6 Million in New School Security Equipment Grants

*96 school divisions and five regional educational programs to benefit from new funding*

**RICHMOND** – Governor Terry McAuliffe today awarded \$6 million in School Security Equipment Grants to protect students and education professionals across the Commonwealth. The grants will pay for video monitoring systems, metal detectors, electronic-access controls, visitor-identification systems, direct communications links between schools and law enforcement agencies, and other security upgrades in 434 schools and instructional facilities.

“School safety is a fundamental element of offering every Virginia student a world class education in an environment where they can learn, grow and thrive,” **Governor McAuliffe said**. “These grants will give our administrators the resources they need to keep students and educators safe so they can focus on preparing for success in the new Virginia economy.”

The School Security Equipment Grants program was established by the 2013 General Assembly in the aftermath of the 2012 mass shooting at Sandy Hook Elementary in Newtown, Connecticut. The grant criteria prioritizes schools most in need of modern security equipment, schools with relatively high numbers of offenses, and schools in divisions least able to afford security upgrades.

“School security is a high priority for teachers, parents, school staff, local leaders and this Administration,” **said Secretary of Education Dietra Trent**. “It is vitally important that as we work to prepare all of our students to succeed in the workforce, we also work to make sure that they are safe in the classroom.”

This fourth round of awards brings the total number of school security projects receiving state funding through the program to 1,782.

“Parents rightfully expect that public schools will provide safe and orderly environments in which all students can focus on learning,” stated **Superintendent of Public Instruction Steven R. Staples**. “The enhancements and systems supported by these grants will help schools meet this basic expectation.”

The divisions and regional educational programs awarded the grants, and the 434 schools and other buildings that will receive needed security upgrades, are as follows:

- **Accomack County** – \$93,198 for Arcadia Middle and Nandua Middle
- **Albemarle County** – \$83,914 for Albemarle High, Brownsville Elementary, Hollymead Elementary, Monticello High, Stony Point Elementary, Western Albemarle High and Woodbrook Elementary
- **Alexandria** – \$57,560 for Francis C. Hammond Middle and George Washington Middle
- **Alleghany County** – \$73,247 for Alleghany High, Callaghan Elementary and Clifton Middle
- **Amherst County** – \$70,560 for Amherst County High
- **Appomattox County** – \$68,000 for Appomattox County High, Appomattox Elementary, Appomattox Middle and Appomattox Primary
- **Augusta County** – \$42,408 for Beverley Manor Elementary, Beverley Manor Middle, Buffalo Gap High, Craigsville Elementary, Guy K. Stump Elementary, North River Elementary and Verona Elementary
- **Bath County** – \$11,377 for Bath County High, Millboro Elementary and Valley Elementary
- **Bedford County** – \$26,639 for Bedford County Alternative Education Center, Bedford Elementary, Montvale Elementary and New London Academy Elementary
- **Bland County** – \$44,318 for Bland County Elementary and Bland County High
- Bridging Communities Regional Career and Technical Center – \$5,200
- **Brunswick County** – \$41,872 for Brunswick High, James S. Russell Middle, Meherrin-Powellton Elementary, Red Oak-Sturgeon Elementary and Totaro Elementary
- **Buchanan County** – \$96,909 for Buchanan County Technology and Career Center, Council Elementary/Middle, Council High, Grundy High, Hurley Elementary/Middle, Hurley High, J.M. Bevins Elementary, Riverview Elementary/Middle, Twin Valley Elementary/Middle and Twin Valley High
- **Buckingham County** – \$15,299 for Buckingham County Prekindergarten Center, Buckingham County High and Buckingham County Middle
- **Buena Vista** – \$4,500 for Parry McCluer High and Parry McCluer Middle
- **Campbell County** – \$86,027 for Altavista Elementary, Altavista High, Brookneal Elementary, Brookville High, Brookville Middle, Campbell County Technical Center, Concord Elementary, Cornerstone Learning Center, Leesville Road Elementary, Rustburg Elementary, Rustburg High, Rustburg Middle, Tomahawk Elementary and Yellow Branch Elementary

- **Caroline County** – \$100,000 for Lewis and Clark Elementary and Madison Elementary
- **Carroll County** – \$87,120 for Carroll County Education Center, Carroll County High, Carroll County Middle, Fancy Gap Elementary, Gladesboro Elementary, Gladeville Elementary, Hillsville Elementary, Laurel Elementary, Oakland Elementary and St. Paul School
- **Charles City County** – \$53,427 for Charles City County Elementary and Charles City County High
- **Charlotte County** – \$99,999 for Central Middle and Randolph-Henry High
- **Charlottesville** – \$38,616 for Buford Middle, Burnley-Moran Elementary, Charlottesville High, Clark Elementary, Greenbrier Elementary, Jackson-Via Elementary, Johnson Elementary, Venable Elementary and Walker Upper Elementary
- **Chesapeake** – \$99,999 for Chesapeake Alternative, Great Bridge Middle, Indian River Middle, Jolliff Middle and Oscar F. Smith High
- **Colonial Beach** – \$16,521 for Colonial Beach Elementary and Colonial Beach High
- **Colonial Heights** – \$65,153 for Colonial Heights High, Colonial Heights Middle, Colonial Heights Technical Center, North Elementary and Tussing Elementary
- **Covington** – \$33,462 for Covington High and Jeter-Watson Intermediate
- **Culpeper County** – \$66,074 for Eastern View High and Farmington Elementary
- **Cumberland County** – \$64,000 for Cumberland High
- **Danville** – \$66,220 for Galileo Magnet High and George Washington High
- **Dickenson County** – \$98,332 for Clintwood Elementary, Ervinton Elementary and Sandlick Elementary
- **Dinwiddie County** – \$81,959 for Dinwiddie County High, Dinwiddie County Middle, Dinwiddie Elementary, Midway Elementary, Southside Elementary, Sunnyside Elementary and Sutherland Elementary
- **Fairfax County** – \$93,600 for Bren Mar Park Elementary and North Springfield Elementary
- **Fauquier County** – \$78,866 for C.M. Bradley Elementary, Cedar Lee Middle, James G. Brumfield Elementary, Margaret M. Pierce Elementary and W.G. Coleman Elementary
- **Floyd County** – \$69,129 for Floyd County High
- **Fluvanna County** – \$65,574 for Carysbrook Elementary, Central Elementary, Fluvanna County High, Fluvanna Middle and West Central Primary School
- **Franklin** – \$99,879 for Franklin High, Joseph P. King Jr. Middle and S.P. Morton Elementary
- **Franklin County** – \$55,200 for Benjamin Franklin Middle-East, Benjamin Franklin Middle-West, Burnt Chimney Elementary, Callaway Elementary, Dudley Elementary, Ferrum Elementary, Franklin County High and Henry Elementary

## Virginia Wildlife eStore Grant Application

**Title:** Gardening with Aquaponics

**Applicant:** Cumberland County Public Schools

Name: Dr. Donald "Chip" Jones

Title: Assistant Superintendent for Finance and Operations

Address: Cumberland County Public Schools, P. O. Box 140, Cumberland, VA 23040

Telephone: 804-492-4212

E-mail: [cjones@cucps.k12.va.us](mailto:cjones@cucps.k12.va.us)

**Organization Type:** Public School in Virginia

**Funding Requested:** \$1,600

**Dates:** December 1, 2016-May 15, 2016

**Objective:** To establish an aquaponics program as part of the existing agriculture program at Cumberland High School. The purposes of this project include the following:

1. To encourage students to enter the farming industry. A recent study found that there are more than 57,000 jobs available annually in agriculture, and only about 35,000 graduates with the training that would qualify them for those jobs (Wise, 2015). This will be measured by the number of students who enroll in the courses and by a student survey at the end of the program to identify students who plan to enter jobs related to aquaponics/agriculture.
2. To teach students to set up an aquaponics system that results in both vegetables and fish. This will be measured by the amount of vegetables and the number of fish grown using the system.

**Estimated number of youth participants:**

Approximately 50 students in grades 8-12 currently enrolled in agricultural and family life sciences will have access to the aquaponics program during the school year. However, additional students (approximately 100) will be able to complete workshops and modules during the after-school program and during the summer school enrichment program.

**City/County:**

The program will be held on the Cumberland High School/Middle School campus in Cumberland County Public Schools. Equipment for the Aquaponics lab will be housed in the new greenhouse, but will be set up so that it can be moved to the outdoor Community Garden as needed.

**Summary Statement:**

Gardening with Aquaponics will be a new interdisciplinary program incorporated into the current agriculture program. The current agriculture program at Cumberland County Public

Schools incorporates a community garden, two green houses, an outdoor classroom, a small farm complete with livestock, a compost bin, and a cistern. Moreover, mini courses in aquaponics will be offered during after-school and summer enrichment classes.

Several partners have been identified for the program. These would include the Cumberland Farm Bureau, the Master Naturalists, the Cartersville Garden Club, and the 4-H Extension Office. All of these organizations have been very supportive of the growing agriculture program at CUCPS.

Aquaponics combines aqua-culture (growing fish) and hydroponics (growing vegetables without soil). The fish produce natural fertilizer used by the plants and the plants clean the water for the fish. Aquaponics provides hands-on learning opportunities which illustrate principals covered in plant life cycles, low-tech/high-yield gardening, sustainable farming, business management, and ecological issues, as well as STEM learning, including biology, chemistry, physics, math, and technology (Hart, Webb, & Danylchuk, 2013). Some studies have indicated that students with aquaponics systems score higher in math and science because they are more motivated (Aquaponics USA, n.d.). The program would introduce students to a number of career choices in these fields.

In addition to helping students to be college and career ready, the program teaches valuable life skills and will help students connect with the outdoors in the future. Students learn to grow their own vegetables and fish for personal consumption. These items could also be sold as a secondary source of income in local farmer's markets or to restaurants, since there is a growing market for fresh, organically grown vegetables and fresh fish. Fish could also be grown for stocking ponds, thereby supporting both personal enjoyment and the fishing industry. This program would also promote gardening for personal recreation. Aquaponics has been identified as a do-it-yourself hobby that can be done in the backyard.

Success for the program will be determined by the number of students enrolled in the program (including after-school and summer), the number of students who plan to pursue careers in aquaponics/agriculture, and the products produced (both vegetables and fish). The program will start by December 2016 and end by May 15, 2017. The sale of vegetables and fish will ensure program sustainment. No grant funds have been secured for implementing the aquaponics project.

**Budget:**

To implement this program, the division would need the following:

| <b>Amount</b>  | <b>Item</b>   | <b>Rationale</b>  |
|----------------|---|---|
| \$400.00       | Grow bed for fish                                     | The bed will be used to house the vegetables that will be grown without the use of soil. The bed will have a base layer of some type of fine gravel that will allow air and moisture to be retained simultaneously.   |
| \$200.00       | Grow bed stand  | The stand will be used to keep the grow bed from touching the ground.   |
| \$400.00       | Pumps and hardware (including PVC piping and aerator) | The pumps and hardware will work in conjunction to ensure that water is properly circulated and to ensure that the system is able to be self-sustaining. The pumps and aerator will work simultaneously to spread the water evenly from the tank into the grow bed. |
| \$400.00       | Fish  | Fish, such as tilapia, catfish, and koi, will be used to provide the nutrients so the vegetables can thrive. Aquaponics allows for food to be produced for people without harming the environment with waste products or pollution.                                 |
| \$200.00       | Recirculating tank                                    | The 200 gallon container will be used for the fish. The larger container size allows opportunity for larger volumes of fish and for the fish to grow at a slower pace.  |
| <b>\$1,600</b> | <b>TOTAL</b>  |   |

The division currently has an Agriculture teacher and a science teacher who will help with teaching the course and the after-school/summer modules. In addition, the division has a Building Trades instructor who will assist in setting up the equipment.



**L. O. Pfeiffer, Jr.**  
*TREASURER OF CUMBERLAND COUNTY*  
P.O. Box 28  
Cumberland, VA 23040  
(804) 492-4297  
Fax 492-5365



**TO:** Vivian Seay Giles, County Administrator

**FROM:** L.O. Pfeiffer, Jr. *JLP*

**RE:** Litter Grant

**Date:** November 5, 2016

This is to advise you that the Virginia Department of Environmental Quality has remitted \$6,192.00 to Cumberland County from the Litter Grant Program. The Revenue Code for this is 3-100-002404-0007. Please let me know if you need any additional information on this.

Cc: Nicci Edmondston



**DATE:** December 7, 2016  
**TO:** Cumberland County Board of Supervisors  
**FROM:** Nicci Edmondston  
**RE:** December 13, 2016 Board Agenda Item  
Appropriation Request

---

**Recommendation**

Appropriate \$120.00 for reimbursement to Cumberland County Sheriff's Office due to towing of vehicle from 3-100-001899-0018 to 4-100-031200-6032.

**Information**

Cumberland County Sheriff's Office has received a check in the amount of \$120.00 from River City Recovery, LLC. This fee, for the towing of 2005 Chrysler 300, was paid by the Sheriff's Office to Cumberland Auto Service, Inc. The Sheriff's Office has requested the reimbursement per County policy.

|  |           |
|--|-----------|
| 3-100-001899-0018 (Refunds & Reimbursements) | \$120.00- |
| 4-100-031200-6032 (Investigative Supplies)   | \$120.00+ |

Nicci Edmondston  
Asst County Administrator/Finance Director



Darrell L. Hodges, Sheriff  
Cumberland County  
P.O. Box 71  
Cumberland, Virginia 23040

Dennis Ownby  
Chief Deputy

-----  
(804) 492-4120  
November 29, 2016

TO: Nicci Edmondston, Finance Director

Re: Reimbursement

Attached is a check from River City Recovery, LLC in the amount of \$120.00 for the towing of a 2005 Chrysler 300 which my office paid to Cumberland Auto Service, Inc. from our current FY budget.

You may handle the reimbursement as county policy dictates.

Sincerely,

Darrell L. Hodges, Sheriff



**DATE:** December 7, 2016  
**TO:** Cumberland County Board of Supervisors  
**FROM:** Nicci Edmondston  
**RE:** December 13, 2016 Board Agenda Item  
Appropriation Request

---

Cumberland County has received a check from the Commonwealth of Virginia through the Tobacco Regional Revitalization Committee for grants that are related to the Cumberland Business Park through the Industrial Development Authority. The check is a reimbursement for the waterline and completion of the shell building. The check is the accumulation of two grants #2590 for \$185,600.00 and #3150 for \$86,576.00 totaling \$272,176.00. The request is made that the funds be appropriated from General Funds to the Expenditures for Professional Services as follows:

|  |               |
|--|---------------|
| 3-100-002404-0018 (Tobacco Indem & Revitalization) | \$272,176.00- |
| 4-715-081620-3100 (Professional Services)          | \$272,176.00+ |

Nicci Edmondston  
Asst County Administrator/Finance Director



**DATE:** December 7, 2016  
**TO:** Cumberland County Board of Supervisors  
**FROM:** Nicci Edmondston  
**RE:** December 13, 2016 Board Agenda Item  
Appropriation Request

---

**Recommendation**

Appropriate \$20,938.10 for Virginia Circuit Court Records Preservation-Library of Virginia from 3-100-002404-0019 to 4-100-021600-3172.

**Information**

Cumberland County Circuit Court Clerk's Office has received a grant from the Virginia Circuit Court Records Preservation Program for the restoration of three books. The funds for this project is fully reimbursed to the County by the Library of Virginia, and the funds were received electronically by the Treasurer of Virginia.

|  |              |
|--|--------------|
| 3-100-002404-0019 (Records Preservation Grant-Circuit Court) | \$20,938.10- |
| 4-100-021600-3100 (Record Books & Restoration)               | \$20,938.10+ |

Nicci Edmondston  
Asst County Administrator/Finance Director

# Request For Appropriation

Department: Clerk's Office

Code: 21600

Appropriate from:

| Code   | Item | Amount      |
|--|------|-------------|
| Va. Circuit Court<br>Records Preservation<br>Program-Library of VA |      | \$20,938.10 |
|  |      |             |

Appropriate to:

| Code | Item                           | Amount      |
|------|--------------------------------|-------------|
| 3172 | Record Book and<br>Restoration | \$20,938.10 |
|      |                                |             |

Reason for Request:

I received a grant from the Virginia Circuit Court Records Preservation Program for the restoration of three books. The money for this project is totally reimbursed to the County by this program, and the funds were received electronically by the Treasurer.

Sarah A. Sprey  
Signature

11-3-16  
Date

Approved:

-----  
Board of Supervisors

-----  
Date

# Invoice

**KOFILE** TECHNOLOGIES  
 (Formerly Known as Kofile Preservation, Inc. and  
 Kofile Solutions, Inc.)  
 PO BOX 541028  
 DALLAS, TX 75354

**Invoice No**    **Page**  
 216373            1  
**Invoice date**  
 10/12/2016

**Bill To:**  
 Cumberland County  
 Sara A. Spry  
 1 Courthouse Circle  
 Cumberland, VA 23040

**Ship To:**  
 Cumberland County  
 Sara A. Spry  
 1 Courthouse Circle  
 Cumberland, VA 23040

| <b>Customer #</b> | <b>Order Number</b> | <b>Customer PO</b> | <b>Payment Terms</b> | <b>Sales Rep</b>      |
|-------------------|---------------------|--------------------|----------------------|-----------------------|
| VACUMC            | 6110028             | LVA RECORDS GRANT  | Net 30 Days          | 611 Caskie Graphics   |
| <b>Quantity</b>   | <b>Item No.</b>     | <b>Description</b> | <b>Unit Price</b>    | <b>Extended Price</b> |
| 1.0000            | 20020               | Deed Book 1        | 6,392.0000           | 6,392.00              |
| 1.0000            | 20020               | Deed Book 4        | 6,248.0000           | 6,248.00              |
| 1.0000            | 20020               | Deed Book 7        | 6,488.0000           | 6,488.00              |
| 1.0000            | 20005               | Imaging            | 787.0000             | 787.00                |
| 1.0000            | 20010               | Microfilm          | 1,023.1000           | 1,023.10              |

Approved  
 21600-  
 Sarah A. Spry

|                             |           |
|-----------------------------|-----------|
| <b>Subtotal:</b>            | 20,938.10 |
| <b>Freight:</b>             | 0.00      |
| <b>Sales tax:</b>           | 0.00      |
| <b>Total Invoice Amount</b> | 20,938.10 |



**DATE:** December 7, 2016  
**TO:** Cumberland County Board of Supervisors  
**FROM:** Nicci Edmondston  
**RE:** December 13, 2016 Board Agenda Item  
Appropriation Request

---

**Recommendation**

Appropriate \$1,750.00 for Computer Indexing System of Circuit Court Clerk's Office from 3-100-002307-0001 to 4-100-021600-3100.

**Information**

Cumberland County Circuit Court Clerk's Office has annual online hosting, database fee, annual maintenance and support for Computer Indexing System. This fee will be completely reimbursed to the County by the State Technology Trust Fund. This amount covers July 2016 through December 2016.

|  |             |
|--|-------------|
| 3-100-002307-0001 (Clerk of Circuit Court) | \$1,750.00- |
| 4-100-021600-3100 (Professional Services)  | \$1,750.00+ |

Nicci Edmondston  
Asst County Administrator/Finance Director

## Request For Appropriation

Department: Clerk's Office

Code: 21600

Appropriate from:

| Code                  | Item  | Amount     |
|-----------------------|---|------------|
| Technology Trust Fund | 1/2 of our annual online hosting, etc. for our Computer Indexing System | \$1,750.00 |
|                       |   |            |

Appropriate to:

| Code | Item                  | Amount     |
|------|-----------------------|------------|
| 3100 | Professional Services | \$1,750.00 |
|      |                       |            |

Reason for Request:

Our annual online hosting, database fee, annual maintenance and support for Computer Indexing System will be totally reimbursed to the County by the State Technology Trust Fund. This amount covers July 2016 thru December 2016. Our office will receive an invoice for the January 2017 thru June 2017 time period sometime in May 2017.

*Sarah A. Spry*

Signature

*12-5-16*

Date

Approved:

-----  
Board of Supervisors

-----  
Date

**Planning Projects:  
November 2016**

| <b>Zoning:</b>  |  |  |
|---|--|--|
| <b><i>Pending Zoning Questions and Requests</i></b>   |  |  |
| <b><i>CUP's and Rezoning Requests</i></b>   |  |  |
| Robert Lipscomb   | 525 Holman Mill Road                     | Approved.  |
| Mo Duncan   | 1936 Cartersville Road                   | The applicant seeks to amend his existing zoning to address on-going concerns with storage and uses at his existing business. The application has been completed and the Planning Commission is setting a public hearing for November, and the Board of Supervisors is asked to set a public hearing for December. |
| North Whiteville Cell Tower   | 37 Jenkins Ridge Road                    | Approved.  |
| <b><i>Zoning Compliance Issues-</i></b> Four cases under legal review. Three cases working on coming into compliance. Two cases in the Notice of Violation stage. |  |  |
| <b>Comprehensive Plan Amendment (Northern Area):</b>  |  |  |
| Staff is hoping to schedule a series of visioning meetings during the month of November.  |  |  |
| <b>Subdivisions:</b>  |  |  |
| <b><i>Approved Lot Line Adjustments</i></b>   |  |  |
| Tillett Properties, LLC   | Off of Salem Church Road                 | Lot line adjustment between two parcels.   |
| Audrey Webb and James Pentz   | 257 and 267 Deep Run Road                | Lot line adjustment between two parcels.   |
| <b><i>Pending Subdivisions</i></b>  |  |  |
| Pearl Mayers  | Morningside Drive                        | Subdivision of one lot.  |
| Doc Carter  | Something Lane, off of Stoney Point Road | Family division of three parcels.  |
| <b>Other Regulatory Functions:</b>  |  |  |
| <b><i>Erosion and Sediment Control Applications</i></b>   |  |  |
| Henrico County-Thalle   | Cobbs Creek                              | Contractors that worked to complete the utility corridor clearing are completing stabilization of the corridor and preparing to leave the site.  |
| Henrico County-Primoris   | Cobbs Creek                              | Pipeline relocation is in the testing phase.   |
| Henrico County-Dam & Buildings  | Cobbs Creek                              | Erosion and Sediment Control plans for the rest of the construction on-site have been reviewed and approved.   |
| Poorhouse Road Waterline  | Poorhouse Road                           | Project underway.  |
| Wells home  | Sugar Fork Road                          | Agreement in Lieu of a Plan for a Single Family Home.  |
| <b><i>Code Amendment Questions</i></b>  |  |  |
| Childcare as a home occupation  | Countywide                               | Approved.  |

|   |                                      |   |
|---|--------------------------------------|---|
| Contractor as a CUP in the A-2 district | Countywide                           | There is an applicant who would like to run his contractor business in an area of the county that is zoned A-2. The Commission is willing to consider his request in conjunction with an ordinance amendment to add the use as a conditional use in the A-2, rather than rezone an agricultural area to an industrial classification. The applicant has not yet completed an application. |
| Watershed Protection Ordinance          | Cobbs Creek Reservoir Watershed      | The Henrico County Attorney's office is currently working on a draft Ordinance amendment in consultation with county staff.   |
| Definitions                             | Countywide                           | An update should happen as part of mixed use district. The first draft was completed as part of the initial review of the Ordinance for the mixed use district. Deferred by the Planning Commission until completion of CCR Plan Amendment.   |
| 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. Deferred by the Planning Commission until completion of CCR Plan Amendment.   |
| Overlay district standards              | Anderson Highway between 45 and 45   | Standards to require improved appearance in mixed use district around the Courthouse. Deferred by the Planning Commission until completion of CCR Plan Amendment.   |
| Mixed Use Zoning District               | Cumberland Road and Anderson Highway | Combine uses in B-3 and R-2 for a mixed use district. Deferred by the Planning Commission until completion of CCR Plan Amendment.   |



## MEMO

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

From: Sara Carter, Planning Director

Date: December 5, 2016

Re: **CA #16-11 One Room Schoolhouses  
Countywide  
Code Amendment to the A-2 district**

---

Cumberland County has received a request to construct a one room schoolhouse at the southeastern quadrant of Pleasant Valley and Raines Tavern Roads. This request is coming from the burgeoning Old Order Amish community in the southern end of the county. For context, their schoolhouses are truly one room, and serve no more than 30 children. Their intent is to build outdoor outhouses for restrooms and bring water in for drinking and handwashing. The Planning Commission has formulated a set of criteria to allow the use to be a permitted use in the A-2 district. They held a public hearing on November 28, 2016, and recommend the code amendment to the Board unanimously.

The following are the criteria contained in the proposed code amendment:

- Use may only be granted as an accessory use to an existing property, not as an independent use.
- Same setbacks as the principle dwelling.
- Minimum 20 acre parcel.
- A square footage maximum for the building of 1,000 square feet.
- Ability to meet sight distance requirements from the driveway, using the same driveway as the primary residence on the property, with VDOT approval of the entrance.
- Health department approval of the provision of water/wastewater.
- No more than an average of 10 vehicle trips per day.
- Daylight hours use only.
- No overnight accommodation.

**Staff recommends that the Board set a public hearing for their regular January, 2017 meeting for a Code Amendment to allow one room schoolhouses as a permitted use in the A-2 district.**



## MEMO

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

From: Sara Carter, Planning Director

Date: September 6, 2016

Re: **Local Board of Building Code Appeals (LBBCA) Appointments**

---

All localities in Virginia are required to have a Local Board of Building Code Appeals (LBBCA) or to make arrangements to use another locality's LBBCA in the event of a building code appeal.

In the last seventeen years, there have been no appeals to the decisions of the Building Official that would require the use of the LBBCA, but State Code requires that the group be maintained. Staff recommends that the Board of Supervisors designate the Planning Commission in total as the LBBCA. Their terms on the LBBCA would run concurrently with their terms on the Planning Commission.

The Commission has a wide variety of experiences and are familiar with the development process, and with a regular meeting time, they could meet the statutory requirements to hear any appeals.

The Commission has indicated their willingness to serve in this capacity.

**Staff recommends that the Board of Supervisors designate the Planning Commission as the Local Board of Building Code Appeals (LBBCA).**

Mr. Chairman, I move that the Cumberland County Board of Supervisors adopt the resolution provided and that each member certify that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Cumberland County Board of Supervisors, and (iii) no action was taken in closed session regarding the items discussed.

The Board returned to regular session on a motion by the Chairman.

A motion was made by Supervisor \_\_\_\_\_ adopted by the following vote:

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

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

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

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

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

No action was taken regarding the items discussed.

**Treasurer's Office**  
**Outstanding Collections Report**

**November 30, 2016**

**Real Estate**

|              | <u>As of 10/31/16</u> | <u>As of 11/30/16</u>  | <u>Change</u>          | <u>% Collected</u> | <u>Abatements/<br/>Exonerations</u> |
|--------------|-----------------------|------------------------|------------------------|--------------------|-------------------------------------|
| 2000-2005    | \$ 5,666.48           | \$ 5,646.16            | \$ 20.32               | 0.36%              |                                     |
| 2006         | 4,531.10              | 4,442.05               | 89.05                  | 1.96%              |                                     |
| 2007         | 7,033.07              | 6,946.76               | 86.31                  | 1.22%              |                                     |
| 2008         | 10,378.55             | 10,105.65              | 272.90                 | 2.63%              |                                     |
| 2009         | 13,289.36             | 13,265.97              | 23.39                  | 0.17%              |                                     |
| 2010         | 25,246.93             | 24,525.39              | 721.54                 | 2.82%              |                                     |
| 2011         | 47,882.58             | 46,528.68              | 1,353.90               | 2.83%              |                                     |
| 2012         | 79,009.59             | 78,096.56              | 913.03                 | 1.16%              |                                     |
| 2013         | 123,121.54            | 120,969.48             | 2,152.06               | 1.75%              |                                     |
| 2014         | 160,428.11            | 157,261.73             | 3,166.38               | 1.97%              |                                     |
| 2015         | 229,367.09            | 223,719.01             | 5,648.08               | 2.46%              |                                     |
| 2016         | 208,686.44            | 502,236.86             | 1,150,726.86           | 69.62%             | \$ 4.82                             |
| <b>Total</b> | <b>\$ 914,640.84</b>  | <b>\$ 1,193,744.30</b> | <b>\$ 1,165,173.82</b> |                    |                                     |

**Personal Property**

|              | <u>As of 10/31/16</u> | <u>As of 11/30/16</u> | <u>Change</u>       | <u>% Collected</u> | <u>Abatements/<br/>Exonerations</u> |
|--------------|-----------------------|-----------------------|---------------------|--------------------|-------------------------------------|
| 2011         | \$ 32,312.68          | \$ 32,312.68          |                     |                    |                                     |
| 2012         | 31,734.16             | 31,623.98             | \$ 110.18           | 0.35%              |                                     |
| 2013         | 33,342.17             | 33,308.94             | 33.23               | 0.97%              | \$ 160.30                           |
| 2014         | 44,844.59             | 42,723.55             | 2,121.04            | 4.72%              | 244.81                              |
| 2015         | 103,785.17            | 89,151.04             | 14,634.13           | 14.10%             | 432.18                              |
| <b>Total</b> | <b>\$ 246,018.77</b>  | <b>\$ 229,120.19</b>  | <b>\$ 16,898.58</b> |                    |                                     |

# Collection Rates - As of November 30, 2016

---

## Real Estate:

|                 | Current<br>Collection<br>% | Prior Year % | Change  |
|-----------------|----------------------------|--------------|---------|
| Tax Year - 2015 | 95.97%                     | 95.94%       | + 0.03% |
| Tax Year 2016   | 91.46%                     | 91.54%       | - 0.08% |

## Personal Property:

|                 | Current<br>Collection<br>% | Prior Year % | Change  |
|-----------------|----------------------------|--------------|---------|
| Tax Year - 2015 | 96.85%                     | 97.17%       | - 0.32% |
| Tax Year - 2016 | 79.91%                     | 80.33%       | - 0.42% |

# Transactions for DMV Select

November 2016

|    | # Transactions | Total \$   | # Helped | # Transactions | Total \$    | # Helped |
|----|----------------|------------|----------|----------------|-------------|----------|
| 1  | 34             | \$3,419.19 | 5        | 17             | \$1,036.98  | 7        |
| 2  | 9              | \$458.00   | 16       | 18             | \$11,169.00 | 13       |
| 3  | 49             | \$1,980.25 | 16       | 19             |             |          |
| 4  | 33             | \$1,469.34 | 12       | 20             |             |          |
| 5  |                |            |          | 21             | \$919.60    | 2        |
| 6  |                |            |          | 22             | \$5,206.79  | 7        |
| 7  | 35             | \$995.95   | 17       | 23             | \$551.50    | 5        |
| 8  | 83             | \$1,885.91 | 5        | 24             |             |          |
| 9  | 29             | \$1,739.37 | 6        | 25             |             |          |
| 10 | 62             | \$1,301.65 | 7        | 26             |             |          |
| 11 |                |            |          | 27             |             |          |
| 12 |                |            |          | 28             | \$699.34    | 50       |
| 13 |                |            |          | 29             | \$3,621.95  | 16       |
| 14 | 57             | \$3,424.18 | 14       | 30             | \$3,340.31  | 15       |
| 15 | 23             | \$699.50   | 2        | 31             |             |          |
| 16 | 25             | \$1,292.00 | 13       |                | \$45,210.81 | 228      |

**CUMBERLAND COUNTY**

**BUILDING INSPECTIONS  
DEPARTMENT**



**NOVEMBER 2016**

**MONTHLY  
REPORT**

# COUNTY of CUMBERLAND VIRGINIA

FOUNDED • 1749

## Building Official's Office

Leland H. Leeds  
Building Official  
lleeds@cumberlandcounty virginia.gov

Mackenzie Tate  
Building Coordinator  
mtate@cumberlandcounty virginia.gov

P.O. Box 110  
1 Courthouse Circle  
Cumberland, VA 23040  
(804) 492-9114 Phone

| November              | Current Month<br>2015 | YTD<br>2015    | Current Month<br>2016 | YTD<br>2016    |
|-----------------------|-----------------------|----------------|-----------------------|----------------|
| Singlewides           | 2                     | 10             | 0                     | 5              |
| Doublewides           | 0                     | 7              | 1                     | 8              |
| Modular               | 2                     | 3              | 0                     | 5              |
| New Homes             | 1                     | 12             | 1                     | 10             |
| Ag & Exempt           | 0                     | 3              | 0                     | 4              |
| Garages & Carports    | 0                     | 15             | 1                     | 30             |
| Additions & Remodels  | 4                     | 25             | 0                     | 16             |
| Misc                  | 12                    | 140            | 14                    | 140            |
| Commercial            | 3                     | 34             | 0                     | 22             |
| <b>Totals</b>         | <b>24</b>             | <b>246</b>     | <b>17</b>             | <b>239</b>     |
| Total Fees Collected  | \$4,831.00            | \$36,455.58    | \$1,904.13            | \$28,683.95    |
| E-911 Fees Collected  | \$60.00               | \$252.00       | \$10.00               | \$164.00       |
| Zoning Fees Collected | \$20.00               | \$270.00       | \$10.00               | \$293.00       |
| S & E Fees Collected  | \$200.00              | \$750.00       | \$0.00                | \$500.00       |
| Total Estimated Value | \$763,895.00          | \$6,190,882.00 | \$188,505.00          | \$5,354,964.00 |
| Admin. Fees           | \$0.00                | \$30.00        | \$0.00                | \$50.00        |
| CO's Issued           | 6                     | 32             | 4                     | 31             |



**MINUTES OF THE CUMBERLAND COUNTY  
PLANNING COMMISSION  
Regular Meeting  
Cumberland County Community Center Rm. C-8  
Monday, October 24, 2016  
6:30 p.m.**

**PRESENT:** Bill Burger, District 3, Chairman  
Randy Bryant, District 1, Vice-Chairman  
Stephen Donahue, District 2  
Hubert Allen, District 4  
Larry Atkins At-Large  
Irene Wyatt, At-Large  
David Meinhard, Board of Supervisors member

**ALSO PRESENT:** Sara Carter, Planning Director

**ABSENT:** Roland Gilliam, District 5

---

**CALL TO ORDER AND ROLL CALL**

Chairman Burger called the Planning Commission's regular meeting of Monday, October 24, 2016 to order at 6:30 p.m. and a quorum was established.

**APPROVAL OF AGENDA**

**MOTION:**

Commissioner Allen made a motion to approve the agenda. Commissioner Donahue seconded. The motion carried unanimously with a vote of 6-0.

**APPROVAL OF MINUTES**

**MOTION:**

Commissioner Allen made a motion to approve the minutes of September 26, 2016. Vice-Chairman Bryant seconded. The motion carried unanimously with a vote of 6-0.

**MOTION:**

Commissioner Allen made a motion to approve the minutes of October 3, 2016. Commissioner Donahue seconded the motion. The motion passed 6-0.

**DISCUSSION: CUP 16-10 4-WHEEL DRIVE SPECIALTY CONVERSION DIVISION, INC. (MO DUNCAN)**

Staff provided an overview of a potential zoning request for 4-Wheel Drive Specialty Conversion Division, Inc. (Mo Duncan). Chairman Burger suggested that the Commission review the proposed conditions from the applicant first, and then look at the proposed code changes. He asked for comments from the Commission.

Commissioner Donahue expressed his concern that property owners need to get permission to use their own property in ways that will not harm adjacent property owners. He stated that if the property owner is fine with the conditions, then the Commission should approve it.

Vice-Chairman Bryant stated that he did not have concern with hours. Screening is a serious issue. He is concerned that the fence not block sight distance for the roadway. He further has a concern regarding trucks parked on the adjacent property. Other than those issues, there are no concerns from community members regarding the business, only regarding screening and appearance.

Commissioner Allen echoed Vice-Chairman Bryant's statement.

Chairman Burger asked the Commission if there should be a condition that requires that all business vehicles to be parked on site.

Commissioner Donahue stated that he felt that condition number four addressed the concern about where vehicles were parked.

The Commission had a discussion with the agent and each other regarding how a condition could be structured to allow parking for the business that does not impede the working of the business, but addresses the concern regarding parking on adjacent properties. Trucks are being parked next door at the store temporarily to fill the trucks with water. Filling the trucks takes approximately two hours. Mr. McSweeney provided a proposed condition to address parking.

Staff suggested that staff and VDOT go out to the site on the Friday following the meeting and find where site distance limitations are on the site. The Commission discussed the possibility of using landscaping rather than a board fence to be a less expensive and more effective option.

Staff then reviewed the proposed code amendment language for the conditional use permit portion of the A-2 district.

Mr. McSweeney pointed out that the new application is listed under the corporation name, rather than Mr. Duncan personally. This is to ensure that the business can continue in the future.

The Commission discussed when to hold a public hearing for the proposal. They agreed to hold the public hearing on November 28, pending receipt of a staff report by Wednesday, November 2. The staff report should include information from VDOT and a proposal from the applicant regarding parking, and a recommendation from staff.

### **DISCUSSION: CODE AMENDMENT FOR ENCROACHMENTS**

Staff reviewed the existing language for encroachments in the A-2 district. The heading of the section specifically states that there are encroachments allowed in the minimum side or rear yards, but the specific instances listed under that section lists exceptions to different yards for each exception. Several are confusing.

Commissioner Donahue asked for the reason that setbacks exist. Staff responded that there are a few reasons: setbacks from roads are to eliminate conflict with the roadway; to prevent conflict

between buildings and the building code; and finally, to prevent conflicts between property owners over use of the property.

Staff requested that the Commission review and think about what may make sense for this for a future meeting.

### **GENERAL CITIZEN COMMENT**

Mrs. Carol Miller suggested that the tree suggestion for Mr. Duncan's site was a good one, but expressed concern that as the trees grow, they may encroach on the site distance limitation.

### **OLD BUSINESS**

Staff updated the Planning Commission on Ian Brock. The Commission requested that staff send Mr. Brock a letter to ask him to follow up on his application and remind him of the need to go through the process.

### **NEW BUSINESS**

Staff alerted the Commission that a new case will be coming forward that will address three lots in the Mill Race Subdivision that were zoned for Industrial use during the Allied/Republic case for the landfill. The realtor marketing the sites has said that he will be bringing in an application to return all three of those lots to A-2.

The Commission had a general discussion regarding the marketing of the property that was zoned for the landfill.

### **GENERAL COMMISSIONER COMMENTS**

Vice-Chairman Bryant stated that he agrees that the tree fencing issue is a good point about how far the trees would have to be from the road. He also asked if this case will make it easier to address similar circumstances with other businesses in the county.

Commissioner Wyatt expressed concern about neighbor complaints regarding trucks at night.

### **ADJOURNMENT**

#### **MOTION:**

At 7:27 p.m., Commissioner Allen moved to adjourn to the next workshop Planning Commission meeting of November 28, 2016, or as soon after as may be heard. Vice-Chairman Bryant seconded. The motion carried unanimously with a vote of 6-0.

Attested:

Bill Burger, Planning Commission Chairman      Date

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Sara Carter, Planning Director      Date

**MINUTES OF THE INDUSTRIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING  
COUNTY ADMINISTRATION BUILDING DOWNSTAIRS CONFERENCE ROOM  
CUMBERLAND COUNTY COURTHOUSE COMPLEX  
TUESDAY, SEPTEMBER 27, 2016  
9:00 A.M.**

**PRESENT:**

Fred Shumaker, Chairman  
Leroy Pfeiffer, Sr., Vice Chair  
John Godsey, Director  
Lou Seigel, Director

**ABSENT:**

Lester Nyce, Director  
James Henshaw, Director  
Joe Hazlegrove, Director

**ALSO PRESENT:**

Vivian Seay Giles, County Administrator/County Attorney  
Roxanne Salerno, Senior Executive Assistant  
David Meinhard, Cumberland County Board of Supervisors  
Kevin O'Brien, Jamerson-Lewis Construction Company  
Sara Maddox, Piedmont Area Veterans Council

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**CALL TO ORDER AND ROLL CALL**

Fred Shumaker called to order the meeting of the Industrial Development Authority of Cumberland County, Virginia on Tuesday, September 27, 2016 at 9:00 a.m. and a quorum was established.

**APPROVAL OF AGENDA**

On a motion by Mr. Leroy Pfeiffer and seconded by Mr. John Godsey, the agenda was approved as presented. The motion carried unanimously 4-0.

**APPROVAL OF MINUTES**

On a motion by Mr. Pfeiffer and seconded by Mr. John Godsey, the minutes from the July 26, 2016 meeting were approved as presented. The motion carried unanimously 4-0.

**DISCUSSION**

There was discussion regarding the need for someone to join the Workforce Development Board and if anyone was interested.

Ms. Giles informed the board of the offer from American Timberland to buy the adjacent property to the Cumberland Business Park Shell building. Ms. Giles informed that she would receive more information regarding the price of the acreage.

The board discussed working on getting a winery established in Cumberland as a tourist attraction. The board mentioned Joe Liesfield of Rassawek Vineyards as a possible contact to help with the initiative of a winery. On the same subject, the possibility of a brewery or distillery would be an option as well.

There was an update on the Cumberland Business Park/Poorhouse Road project from Kevin O'Brien of Jamerson-Lewis Construction. Mr. O'Brien addressed the board's issues of water inside the building and the plans to eradicate the water for future tenants. The project is nearing the ending stage with minor tasks to be completed such as putting in the floor, finishing the waterline, putting in conduit and then seeding around the building. Ms. Giles updated the board on the prospects that have been interested in the building. There was discussion of the status of the doors for the building. The subject of Cumberland County listing the building on VEDP website as well as possibly asking for re-purposing remaining grant funds for a sign by Route 60 to advertise the Cumberland Business Park.

#### **MOTIONS**

None

#### **ADJOURN INTO CLOSED SESSION**

N/A

#### **PUBLIC COMMENT**

None.

#### **OLD BUSINESS**

None.

#### **NEW BUSINESS**

The board heard from Sarah Maddox of Piedmont Area Veterans Council regarding her new business ventures in the area for veteran's resources. There was discussion of possibilities for her business to be focused her in Cumberland and open a call center, which would incorporate utilizing the Southside Virginia Community College in training. Ms. Maddox will return at the November 22, 2016 meeting to bring more specifics of her business and her exact needs of the EDA Board and the county.

The board then toured Higgins Events at Northfield Plantation as well as the Cumberland Community Center.

#### **ADJOURN**

The Board adjourned the meeting until the next regular meeting of the committee to be held November 22, 2016, at 9:00 a.m. in the County Administration Building Downstairs Conference Room, Cumberland County Courthouse Complex in Cumberland, Virginia.