



CUMBERLAND COUNTY BOARD OF SUPERVISORS

Regular Monthly Meeting Cumberland County Circuit Courtroom A Cumberland, VA

August 8, 2017
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. Mr. Chuck Kirby and Ms. Jean Plymale, Center for Innovative Technology **Motion**
(pg. 1-2)
 - b. Dr. Amy Griffin, Superintendent of Cumberland County Public Schools **Information**
 - c. VDOT **Information**
 - d. Ms. Robin Sapp, Cumberland Public Library **Information**
 - e. Mr. Shannon Lewis, Forest Manager, Cumberland State Forest **Information**
6. **Public Comments (Part one)**
7. **Public Hearings**
 - a. CUP 17-02 Ladd Store (pg. 3-9) **Motion**
8. **County Attorney/County Administrator Report**
 - a. Consent agenda **Motion**
 - i. Approval of bills
 - ii. Approval of Minutes (July 11, 2017) (pg. 10-15)
 - b. SVCC Lease renewal (pg. 16-38) **Motion**
 - c. David Daniel Lease Termination (pg. 39-43) **Motion**
 - d. Police Mutual Aid Agreement (pg. 44-47) **Motion**
 - e. USDA Rural Development Community Facilities Grant Agreement (pg. 48-53) **Motion**
 - f. Lease of Cumberland Ballpark Concession (pg. 54-57) **Motion**
 - g. Commissioner of Revenue Personal Property Tax Rate (pg. 58) **Motion**
9. **Finance Director's Report**
 - a. Monthly Budget Report (pg. 59-68) **Information**
 - b. FYE 17 Year End Transactions (pg. 69-70) **Motion**

- c. Request for appropriation from Circuit Court Clerk - \$7,178.00 (pg. 71-73) **Motion**
 - d. Request for appropriation of grant funds from the Virginia Department of Health Four for Life Program (pg. 74-77) **Motion**
- 10. Planning Director's Report**
- a. Planning Project updates **Information**
- 11. Old Business**
- 12. New Business**
- 13. Public Comments (Part two)**
- 14. Board Members Comments**
- 15. Adjourn into Closed Meeting (pg. 78) **Motion****
- Pursuant to VA. Code § 2.2-3711.A.7: Consultation with Legal Counsel;
Subject: Host Community Agreement
- 16. Reconvene in Open Meeting (pg. 79) **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. 80-92)**
- a. Treasurer’s Report
 - b. DMV Report
 - c. Monthly Building Inspections Report
 - d. Approved Planning Commission meeting minutes – April 24, 2017 & May 22, 2017
 - e. Approved EDA minutes - May 23, 2017
- 18. Adjourn – Regular Meeting – September 12, 2017.**



Broadband Path for Virginia Localities

Initial ASSESSMENT through PUBLIC-PRIVATE PARTNERSHIP FORMATION is facilitated by CIT Broadband under state funding.

DETAILED DESIGN and DEPLOYMENT is accomplished by localities working directly with their chosen private partner(s).

ASSESSMENT

(Leverages Virginia's Broadband toolkit & strategic roadmap)

- Identify current broadband coverage
 - Review against business districts and parks
 - Benchmark schools & libraries against national goals in bandwidth and state pricing
- Document unmet demand
- Identify Capacity Needs for Future
- Identify potential barriers to adoption/utilization
- Identify Local Assets & Resources
 - Vertical assets, land, fiber, conduit, etc.
- Review local policies and fees to identify opportunity to LOWER deployment costs

GOALS

(Leverages best practices, the toolkit, CIT funding guide, etc.)

- Identify needs based on Step 1 Assessment
 - Expand access to residences/businesses, expand capacity at schools / other CAIs, etc. ?
- Identify Options to Meet Needs
 - Include Investment / funding options
 - Localities choose preferred options
- Document Goals
 - Localities adopt and prioritize goals
- Desired Role of Local Gov't
 - What level of involvement (preferred partnership model)

REQUIREMENTS

(Strategic broadband plan)

- Document what is to be accomplished based on Step 2 Goals
 - Expand capacity, expand access (residences, businesses, CAIs?), create redundancy, etc.
- What is the desired structure
 - Public private Partnership, authority, ?
- What the locality will share / invest
 - Assets, funding, etc.
 - Actions (policies/processes/fees) to lower deployment costs



Broadband Path for Virginia Localities

FORM PUBLIC PRIVATE PARTNERSHIP(s)

(Phased procurement)

- PPEA as procurement method
- Development and issuance of an Conceptual Phase RFP
- Criteria to include:
 - Company history and accomplishments
 - Summary of how resources/ assets could be leveraged to meet goals
 - Current number of customers supported (and types: citizen, business, government, etc.)
 - Company financials to that indicates their resources and ability to provide the services
 - Overview of average plans & pricing (including range of broadband speeds provided) with description of process used to set market plans and pricing
 - Cost & estimated time to prepare Detailed Design & Deployment Project Plan

DETAILED DESIGN & PROJECT PLAN

- Prepared by Partner with input from local gov't / stakeholders
- Detailed plan provides phases, target dates and estimated coverage or goals achieved per phase
- Results in a deployment plan that will be implemented as it meets local government's goals, desired role, and available resources

BROADBAND DEPLOYMENT

- Accomplished by the private partner(s)
 - Local government may make it less expensive by waiving some / all required permitting processes/fees
- Funding may include
 - State / federal grants obtained by the locality / partner
 - Local general funds investment
 - Private investment

For More Information contact Broadband@cit.org



MEMO

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

From: Sara Carter, Planning Director

Date: August 2, 2017

Re: **CUP #17-02 Lapp Store**
Tax Map Parcel #s 103-A-22 and 103-A-18
Address: TBD, location is the SW intersection of Plank and
Airport Roads
A-2 Agriculture
CUP request for store

Please find attached the staff report and handouts from the Planning Commission public hearing for CUP 17-02, Lapp Store. I had hoped to update the report for the Board meeting, but I am in training all week, and am having trouble accessing the network remotely.

At the Planning Commission meeting, there was one speaker attending the public hearing with questions for the applicant, but no opposition. There have been no other calls or concerns regarding the application.

The Planning Commission recommends this request to you unanimously. I will email you an updated staff report as soon as I return. Thank you for your understanding!



STAFF REPORT
CUP 17-02
Lapp Store
 Conditional Use Permit
 Cumberland County, Virginia
 Planning Commission Public Hearing

General Information:

Processing schedule: The Planning Commission will consider this proposal on July 24, 2017 with a public hearing. If they recommend approval to the Board of Supervisors, the Board of Supervisors will hold their public hearing on August 8, 2017.

Application Information:

Owner and Applicant: Benjamin Lapp
 Requested Action: Conditional Use Permit for a general store
 Location: Southwest quadrant of Airport and Plank Roads
 Tax Parcel: 103-A-22 and 103-A-18
 Address: TBD
 Voting District: 5
 Existing Zoning: A-2
 Proposed Zoning: A-2 with CUP for a general store
 Size: 24.03 and 1.35 acres, for a total of 25.38 acres
 Existing land uses: House
 Comp. plan area: Not in a growth area
 Overlay districts: None
 Proffers: No

Surrounding Area Information:

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

Summary of Request and Background Information:

Benjamin Lapp is seeking a conditional use permit to develop a general store at the southwestern quadrant of Plank and Airport Roads. There are two parcels included in the request, and there is a house on one of the two parcels. The new store would be in the area closest to the intersection, as shown on the included concept plan.

The applicant has met with VDOT to determine what is needed for the store. Because of the size of the proposed use, the applicant is going to be working with an engineer to address VDOT, Health Department and County Code requirements.

Preliminary engineering work has begun on the site. It is not yet known whether the project will require stormwater review, or the exact configuration of the required VDOT improvements. Because the calculations for stormwater, as well as the requirements for VDOT and the Health Department will require substantial additional engineering, a complete site plan is not yet available, however a scaled concept plan is included.

Consistency with the 2013 Comprehensive Plan:

The proposed use is not 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:

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 July 12 and 19, 2017.

Adjacent notice for both hearings was sent by certified mail to adjacent property owners.

There have been no comments from any citizens regarding this request.

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.

Recommendation:

Should the Commission wish to recommend approval of the proposal, staff recommends the following conditions:

1. Septic, well and electrical connections: The applicant shall comply with all federal, state and local regulations pertaining to the use of private water, sewer and electricity. The applicant shall provide a written letter from the Cumberland County Health Department indicating compliance with their codes for the facility.
2. Compliance with plan required: The applicant shall generally comply with the concept plan attached to the application. Additional space may be added, and building and parking footprints may change to accommodate required improvements. Additional accessory buildings not shown on the plan may be constructed.
3. Site Plan Required: Prior to issuance of a zoning permit, a complete site plan will be required. Any additional buildings over 500 square feet to be constructed must be accessory to the main building, meet main building setbacks, and will also require a site plan if not shown on the original site plan submitted for the primary structure.
4. Square feet: The total square footage for all structures associated with the general store use on the property shall be 12,000 square feet. Additional improvements beyond that shall require a new Conditional Use Permit.
5. Refuse disposal: Trash will be removed from the business on a regular basis, at least weekly.
6. Lighting: Lighting shall not constitute a nuisance and shall not produce glare or spillover onto adjacent properties.
7. 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 Planning Commission recommend to the Board of Supervisors approval of CUP 17-02, a conditional use permit to allow a general store in an A-2 zone, with the conditions agreed to by the Planning Commission.

Or

Mr. Chairman, because this request does not meet the intent and spirit of the Zoning Ordinance and Comprehensive Plan, I move that the Planning Commission recommend to the Board of Supervisors denial of CUP 17-02.

Respectfully submitted by:
Sara Carter
Planning Director

At a meeting of the Cumberland County Board of Supervisors held at 7:00 p.m. on the 11th day of July, 2017, at the Cumberland County Circuit Court Room:

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

Absent: William F. Osl, Jr., District 1

1. Call to Order

The Chairman called the meeting to order.

2. Welcome and Pledge of Allegiance

The Pledge of Allegiance was led by the Chairman.

3. Roll Call

County Administrator, Vivian Giles, called the roll.

4. Approval of Agenda

On a motion by Supervisor Wheeler and carried unanimously, the Board approved the Agenda as presented:

Vote:	Mr. Osl – absent	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:

- Summer School ended on June 30, 2017. Students from all three schools experienced rocketry, exercise, cooked healthy foods, as well as remediation.
- The first day of the 2017-2018 school year begins August 9, 2017. Open House will be Monday, August 7, 2017 from 2-6pm.
- The Division will host a meet and greet on July 27, 2017 to introduce the new Middle School Principal, Mr. Michael Camden, and Middle School Vice-Principal, Ms. Melissa Reese
- The Annual Convocation will be held on August 3, 2017 from 8-3:30. The theme is recipes for success.

b) VDOT

There was no VDOT representatives present.

c) Ms. Robin Sapp, Cumberland Public Library

Ms. Sapp was not in attendance.

6. **Public Comments**

There were no citizens signed up to speak.

7. **Public Hearings**

N/A

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

a) Consent Agenda

- 1) Approval of Bills for June 2017 and July 2017. Approved bills for July 11, 2017 were \$122,813.43. Ratified bills for June 14, 2017 to July 10, 2017 of warrants total \$317,163.10 with check numbers ranging from 75385-75632. Direct Deposits total \$160,278.78.
- 2) Approval of Minutes (June 13, 2017)

County Administrator, Vivian Giles, informed that Board that included in the bills for approval by the Board, was an invoice in the amount of \$5,000 made payable to Mecklenburg County. This invoice is the Cumberland's portion to pay a consultant from a company called Retail Strategies that would be hired by the localities that participate in the Virginia Growth Alliance (VGA). If

the Board chooses to move forward, and participate, this consultant would evaluate Cumberland and provide us with specific marketing, retail and demographic data for our locality that could be crucial to our economic development efforts. These funds are in the current budget. This project was previously discussed by the Board during the budget workshops. Supervisor Meinhard attended a meeting and was able to see a presentation from Retail Strategies and believes this would be a good investment for Cumberland.

On a motion by Supervisor Meinhard and carried by the following vote, the Board approved the consent agenda:

Vote: Mr. Osl – absent 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) Request for appropriation from Sheriff’s Office - \$6,192.00:

On a motion by Supervisor Banks and carried by the following vote, the board approved an appropriation in the amount of \$6,192.00 for the Sheriff’s Office for funds from the Litter Grant Program:

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

c) Request for appropriation from Circuit Court Clerk - \$5,784.00:

On a motion by Supervisor Banks and carried by the following vote, the board approved an appropriation in the amount of \$5,784.00 for Circuit Court Clerk from the State Technology Trust Fund for the computer indexing system:

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

- d) Request for appropriation from Circuit Court Clerk - \$88.70:

On a motion by Supervisor Banks and carried by the following vote, the board approved an appropriation in the amount of \$88.70 for Circuit Court Clerk from the State Technology Trust Fund for the purchase of supplies for land records:

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

- e) Request for appropriation of grant funds from the Virginia Dept. of Fire Programs - \$10,873.33:

On a motion by Supervisor Banks and carried by the following vote, the board approved an appropriation in the amount of \$10,873.33 in grant funds for Cumberland, Cartersville, and Randolph Volunteer Fire Departments from the Virginia Department of Fire Programs Grant Funds:

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

- f) Request for refund; overpayment of taxes:

Commissioner of the Revenue, Mrs. Julie Phillips, is requesting a refund for overpayment of taxes for a Cumberland taxpayer. The Commissioner's Office discovered an error which caused an increase of 25% rather than a decrease. Programming has been corrected to ensure this error cannot happen in the future, however it has resulted in a refund of \$3,358.42 for tax years 2014 through the first half of 2017.

On a motion by Supervisor Banks and carried by the following vote, the board approved a refund for overpayment of taxes in the amount of \$3,358.42:

Vote: Mr. Osl – absent 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 CUP 17-02 Lapp Store

On a motion by Supervisor Banks and carried by the following vote, the Board set a public hearing for CUP 17-02 Lapp Store for August 8, 2017:

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

11. Old Business

N/A

12. New Business

Supervisor Meinhard requested that the Board authorize the County Administrator to purchase Federal and State flags for the Juvenile and Domestic Courtroom since there were none present. It was the consensus of the Board to authorize Ms. Giles to obtain the flags for the courtroom.

County Administrator, Vivian Giles, informed the Board that Senator Mark Peake visited the Administration building today and offered to meet with the Board to discuss any legislative priorities that the Board may have or any other items the Board may want his assistance with during next year’s General Assembly.

13. Public Comments (Part 2)

There were no citizens signed up to speak.

14. Board Member Comments

Chairman Ingle informed those in attendance that the Cumberland Volunteer Fire Department will hold a benefit dance on July 22, 2017 to raise funds to replace a damaged tank in one of their tankers.

15. Additional Information

a) Treasurer’s Report

- b) DMV Report
- c) Monthly Building Inspections Report
- d) Approved Planning Commission meeting minutes – N/A
- e) Approved EDA meeting minutes – January 24, 2017

16. Adjourn -

On a motion by Supervisor Banks and carried unanimously, the Board adjourned the meeting until the next regular meeting of the Board to be held on Tuesday, August 8, 2017 at 7:00 p.m. in the Circuit Court Room of the Cumberland Courthouse.

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

Wm. Kevin Ingle, Chairman

Vivian Giles, County Administrator/County Attorney



SOUTHSIDE VIRGINIA COMMUNITY COLLEGE

July 10, 2017

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

Dear Ms. Giles:

This letter serves as a request to exercise a one-year renewal of the automatic renewal option for the Deed of Lease VCCS #07-011 with the same terms and conditions for the period of September 1, 2017 through August 31, 2018. If you are in agreement with the renewal terms, please sign the attached signature page and return both to my office. Once signed by all parties, we will send one to your office for filing. Enclosed is a self-addressed envelope for your use.

We appreciate our continued partnership with the Cumberland County Board of Supervisors. If there are any questions, please contact my office at 434-949-1005 or email shannon.feinman@southside.edu.

Sincerely,

Shannon V. Feinman, Vice President
of Finance & Administration

Enclosure: Lease Signature page
Copy of Lease VCCS 07-011

SVF/aj

C: Alfred Allison Roberts, Ph.D., President
Tara Carter, Ph.D., Vice President for Academics & Student Affairs

Christanna Campus 109 Campus Drive, Alberta, VA 23821 434-949-1000

John H. Daniel Campus 200 Daniel Road, Keysville, VA 23947 434-736-2000

Southside Virginia Education Center 1300 Greenville County Circle, Emporia, VA 23847 434-634-9358
Southern Virginia Higher Education Center ... 820 Bruce Street, South Boston, VA 24592 434-572-5451
Estes Community Center 316 N. Main Street, Chase City, VA 23924 434-372-0194

Lake Country Advanced Knowledge Center... 118 E. Danville Road, South Hill, VA 23970 434-955-2252
Occupational Technical Center Pickett Park, 1041 W. 10th Street, Blackstone, VA 23824 ... 434-292-3101
Cumberland County Community Center..... 1874 Anderson Highway, Cumberland, VA 23040 804-492-9275

Deed of Lease

This **DEED OF LEASE** (the "Lease") is dated as of the 28th day of April, 2008, between **THE CUMBERLAND COUNTY BOARD OF SUPERVISORS**, as Grantor ("Landlord"), and the **COMMONWEALTH OF VIRGINIA, SOUTHSIDE VIRGINIA COMMUNITY COLLEGE, ON BEHALF OF THE STATE BOARD FOR COMMUNITY COLLEGES**, as Grantee ("Tenant"), pursuant to §§ 2.2-1149 and 23-38.88 of the *Code of Virginia* (1950), as amended.

WITNESSETH

1. **PREMISES.** For and in consideration of the terms, conditions, covenants, promises and agreements herein made, Landlord leases to Tenant the following property or premises (the "Premises"), together with full rights of ingress and egress, in the City/County of Cumberland, Virginia. The Premises are more particularly described as:

Approximately 3,730 square feet of classroom and office space located at The Cumberland County Educational Advancement Center, 1874 Anderson Highway, Cumberland, Virginia, 23040, inclusive of the exclusive use of approximately 1,746 square feet of office and classroom space and the non-exclusive use of approximately 1,984 square feet of the Common Areas, described below, and the non-exclusive use of 30 currently existing parking spaces. The building is ADA Compliant as required by the 2003 Edition of the Virginia Uniform Statewide Building Code.

A sketch of the floor plan of the Premises is attached hereto and incorporated herein as Exhibit A and also more fully describes the areas of exclusive use of the Premises, as well as the non-exclusive use of the Premises shown in cross-hatching (the "Common Areas"). Any further or future renovations, expansions, improvements, or additional appurtenances of the Premises 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 classroom instruction, and office and educational 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 ten (10) years, beginning on September 1, 2007 (the "Commencement Date") and terminating on August 31, 2017 (the "Termination Date"). **The Tenant shall have such options to extend the term, renewal rights, and such early termination and other**

rights as are set forth in this Lease, including without limitation such provisions of Section 16 below.

- (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.

Tenant shall pay Landlord the sum of ten and No/100 Dollars (\$10.00) as rent (the "Rent") for the Entire Term which Rent shall be paid upon full execution of this Deed of Lease by Tenant.

- (a) The payment of all Rent shall be made payable to Cumberland County and mailed to:

Ms. Judy Ownby
Cumberland 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.

5. POSSESSION 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 renewals 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, with reasonable 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 without notice. 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 Peter G. Hunt, VP of Finance and Administration at (434) 949-1005 or after hours at (434) 447-6174.

- (d) Landlord covenants that (i) the Premises and the building of which the Premises (the "Building") forms a part have been inspected by an Asbestos Inspector licensed by the Virginia Department of Professional and Occupational Regulation and the Building and the Premises are free of friable asbestos that is not managed under a management plan prepared by an Asbestos Management Planner licensed by the Virginia Department of Professional and Occupational Regulation; and (ii) any friable asbestos discovered in or on the Building or the Premises shall be promptly and properly removed by Landlord, at Landlord's sole expense, in compliance with applicable federal, state and local laws and regulations, provided that, if the asbestos was introduced into the Premises by Tenant, the cost of the removal thereof shall be at Tenant's expense.

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) Landlord shall equip the Premises and perform all alterations, replacements, improvements, decontamination, and additions to the Premises and the equipment upon the Premises, at Landlord's expense, as shall be necessary at any time during the Initial Term of this Lease, or any extension or renewal thereof, to comply with the provisions of Federal, State and local laws and regulations pertaining to health, safety, public welfare, and environmental protection, including laws and regulations pertaining to asbestos, carbon monoxide, polychlorinated biphenyls, urea formaldehyde, lead paint, radon, petroleum product storage tanks, and freon, regardless of the effective date of law or regulation unless the Premises are grandfathered from such laws or regulations. This subsection shall not apply if the necessity for compliance with these laws arises from a grossly negligent or willful act of Tenant or its employees and Tenant is found by a court of competent jurisdiction to be liable for such acts under the Virginia Tort Claims Act.
- (c) 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 (i) properly maintain, repair and replace all the structural portions of the Premises, including foundation, sub-floor, structural walls and roof, as well as to keep the Premises and all equipment and non-trade fixtures in good working order and to perform any required repairs, replacement and maintenance, and (ii) 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. All equipment and systems shall be maintained to provide reliable, energy efficient service, without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. As used herein, the word "repair" shall be deemed to include replacement of broken or cracked glass.

- (d) All other necessary or required maintenance, repairs and replacements to the Premises and 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.
- (e) Landlord shall not be obligated to make any repairs to the Premises due to damage caused by the grossly negligent or willful acts of Tenant, or its agents, employees, or contractors.
- (f) If Landlord fails to keep, repair and maintain the Premises and 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 as provided in this Section, then Tenant, at its option, may immediately terminate this Lease and all obligations hereunder. Tenant may deduct the cost thus incurred in fulfilling the Landlord's obligations under this Lease from future Rent payments. Furthermore, Tenant shall be entitled to deduct from the Rent, or any installment thereof, the per diem rental for each day that the Premises are rendered unsuitable for use as a result of the breakdown or malfunction of any equipment which Landlord has herein agreed to keep, repair, and maintain; provided, however, that this deduction from the Rent shall not commence until the first day after Landlord has been given notice (which may be oral) of the breakdown or malfunction. No notice of termination shall be given under this Section if Landlord has physically commenced such repairs or is causing such repairs to be made, and such repair work is being diligently and continuously pursued to completion in a good and workmanlike manner.
- (g) 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.
- (h) 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 by its failure to comply with such notice requirement.
- (i) 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, except when caused by the negligence or willful misconduct of Landlord, or its employees.

7. DAMAGE OR DESTRUCTION OF THE PREMISES.

(a) If the Premises are damaged by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature or other casualty loss, and, in the reasonable opinion of Tenant, the Premises are thereby rendered untenable or unusable for Tenant's purposes, this Lease shall immediately terminate, at the option of Tenant, upon written notice to Landlord.

(b) If the Premises are damaged by fire or otherwise, but in the reasonable opinion of Tenant is not rendered totally untenable and unusable, upon being notified to do so by Tenant or its duly authorized agent, Landlord shall repair and restore the Premises as promptly as possible to their former condition, in which event there shall be a proportionate abatement of all Rent and other payments otherwise due to Landlord under the terms of this Lease, for the period during which the said repairs and restoration are being completed, for that portion of the Premises not substantially usable by Tenant during such period. If Landlord fails to make all repairs, replacement, restoration, or renovation as required in this subsection, or as otherwise required in this Lease where no other remedy is expressly provided, within a reasonable time after written notice to Landlord, then Tenant may terminate this Lease by giving fifteen (15) business days written notice to Landlord. No notice of termination shall be given by Tenant under this subsection if Landlord, or its agents, has physically commenced repairs, replacement, restoration or renovation, and the work is being diligently and continuously pursued to completion in a professional and workmanlike manner.

8. ALTERATIONS BY THE TENANT. 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 to 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. Upon termination of this Lease, Tenant may, at its option, remove the fixtures, partitions and other improvements made under this Section, in which event any damage to the Premises caused by removal, other than nominal damage (such as screw holes, bracket marks, etc.) shall be repaired by Tenant at its expense. If Tenant elects not to remove the improvements, it shall have no further responsibility for them or their removal.

9. **UTILITIES AND SERVICES; INSURANCE; TAXES.**

- (a) Landlord shall provide, at Landlord's expense, the following utilities and services for the Premises: heating and air-conditioning as conditions require, electricity, gas, water and sewer, and janitorial services. Tenant shall be responsible for interior trash removal and 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 these 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. As a State agency, the Landlord acknowledges that Tenant is self-insured under a State self-insurance program and as such will not maintain commercial insurance coverage for liability for injury, loss or damage at, around or near the premises.

10. **CONDITION OF COMMON AREAS.** Landlord, at Landlord's sole expense, shall maintain in a good, clean and safe condition, all common areas and common facilities, including all hallways, 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, clean and safe 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, pursuant to the provisions of Section 6(f). Notwithstanding the above, Tenant shall be responsible for securing the Common Areas and shall make such Common Areas available for access or use by Landlord at such times as Landlord deems it in its interest.

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 Rent 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.

12. DISCLOSURES; NON-WAIVER; APPROPRIATIONS.

- (a) Landlord understands and acknowledges that Tenant is an agency of the Commonwealth of Virginia and with respect to tort liability for acts or occurrences on or about the Premises, including product liability, the Commonwealth and Tenant are either (i) constitutionally immune (or partially immune) from suit, judgment or liability, (ii) insured, or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices.
- (b) Landlord understands and acknowledges that Tenant has not agreed to provide any indemnification or save harmless agreements running to Landlord. Tenant understands and acknowledges that Landlord has not agreed to provide any indemnification or save harmless agreements running to Tenant. No provision, covenant or agreement contained in this Lease shall be deemed to be a waiver of the sovereign immunity of the Commonwealth of Virginia, of Tenant, or of Landlord from tort or other liability.
- (c) This Lease shall be governed by, and construed according to, the laws of the Commonwealth of Virginia. The parties choose the City of Richmond, Virginia, as the venue for any action instituted pursuant to the terms of this Lease.
- (d) Notwithstanding any other provision of this Lease, if Tenant shall cease to exist, and is not replaced by a successor entity with similar powers and purposes, or its powers and authority are limited so as to not permit the continued use of the Premises for the purpose and use for which same are leased, then this Lease and all responsibility or obligations of Tenant under this Lease shall terminate. In such event, Tenant will endeavor to give as much notice as is reasonably possible of the event triggering the termination of this Lease and the anticipated termination date, but failure to give such notice shall not affect the termination.
- (e) Agencies of the Commonwealth of Virginia cannot expend funds unless appropriated by the Virginia General Assembly and may not obligate a future session of the Virginia General Assembly. Therefore, notwithstanding any provision in this Lease to the contrary, if any session of the Virginia General Assembly fails to appropriate funds for the continuance of this Lease, this Lease

and all obligations hereunder shall automatically terminate upon depletion of the then currently appropriated or allocated funds.

13. REPORT OF OCCUPANCY.

- (a) 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, the Commencement Date and the Termination Date, (ii) whether this Lease is in full force and effect, (iii) the annual Rent and the date through which the Rent has been paid, (iv) whether there have been any modifications to the Lease, and if there have been, a description of all such modifications, and, (v) 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.
- (b) The issuance of a report requested under subsection 13(a), or any errors or omissions in such report: (i) shall not operate as an estoppel against either the Commonwealth of Virginia or Tenant, (ii) shall not form or provide any basis for liability against the Commonwealth or Tenant, and (iii) shall not operate as a waiver of any rights or defenses that may be available to the Commonwealth or Tenant either at that time or in the future.

14. CONDEMNATION.

- (a) Landlord shall give immediate notice to Tenant of any discussions, offers, negotiations or proceedings with any party regarding condemnation or taking of any portion of the Premises.
- (b) In the event that any portion of the Premises, or any portion of the Building, is taken by eminent domain, or sold to the holder of such power pursuant to a threatened taking, this Lease shall terminate effective as of the date of the taking. The date of taking shall be the earlier of: (i) the date on which title vests in the condemning entity or (ii) the date on which the condemning entity takes possession. In the event of a taking, Tenant assigns to Landlord any rights that Tenant may have in and to any portion of a condemnation award, but such an assignment shall exclude any portion that may be due for, or attributed to, Tenant's fixtures, moving expenses and allowances.

- 15. SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT.** During the term of this Lease, upon request by Landlord, Tenant agrees to execute a Subordination, Attornment and Non-Disturbance Agreement that substantially conforms to the form of such agreement attached hereto as Exhibit B, provided, however, that all such agreements are subject to approval by Tenant and the Office of the Attorney General of Virginia.

16. OPTION, TERMINATION, RENEWAL, AND HOLDOVER.

- (a) Options. Reserved.
- (b) Termination. Reserved.
- (c) Renewal. This Lease shall automatically renew and continue from year to year (each such year, a "Renewal Term") on the same and other terms and conditions as existed immediately prior to the commencement of the Renewal Term, including any escalation in Rent, if neither party has given a timely notice of termination as provided in (b) above and the Tenant has not exercised an extension option as provided in (a) above.
- (d) Holdover. If Tenant continues to occupy the Premises after the termination date specified in a proper notice to terminate as provided in (b) above ("Holdover"), such Holdover shall be deemed a tenancy from month-to-month upon the same Rent and other terms and conditions as existed immediately prior to the commencement of the Holdover. Either party may terminate such holdover upon providing a minimum of four (4) months' prior written notice to the other party.
- (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. After notice of termination has been properly given by either party, Landlord may elect to post a notice that the Premises are available for rent. Landlord may show the Premises to prospective tenants only during Tenant's normal business hours, with prior notice to Tenant and in such a manner so as not to disturb Tenant's operations.

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:

Mr. Peter G. Hunt, Vice President of Finance
Southside Virginia Community College
109 Campus Drive
Alberta, VA 23821

- (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:

Ms. Judy Ownby
Cumberland County Administrator
1 Courthouse Circle
P. O. Box 110
Cumberland, VA 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. This Lease shall not be effective or binding unless and until signed by all parties, and all appropriate approvals are obtained pursuant to §§ 2.2-1149 and 23-38.88 of the *Code of Virginia* (1950), as amended.

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.
20. **PRESUMPTIONS.** No presumption shall be created in favor of or against any of the parties to this Lease with respect to the interpretation of any term or provision of this Lease due to the fact that this Lease, or any part hereof, was prepared by or on behalf of one of the parties hereto, as may be evidenced by the disclosure on the face of this Deed of Lease made pursuant to § 17.1-223 of the *Code of Virginia*.
21. **ASSIGNMENT.** Tenant may not assign this Lease, or sublet the Premises, without the written consent of Landlord, which consent shall not be unreasonably withheld or delayed, except that Tenant may assign this Lease to any other agency of the Commonwealth of Virginia without Landlord's consent.
22. **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.
23. **ADDITIONAL PROVISIONS.** This Lease is subject to the following terms, conditions, modifications, additions and/or deletions provided in the following designated attachments, exhibits and riders, which are hereby incorporated into this Deed of Lease:

Attachments: None

Exhibits: Exhibit A (Floor Plan); Exhibit B (Form of Subordination, Attornment and Non-disturbance Agreement)

Riders: None

[Signature Page to follow]

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

LANDLORD:

CUMBERLAND COUNTY BOARD OF SUPERVISORS

By: Judy Ownby
Judy Ownby, County Administrator

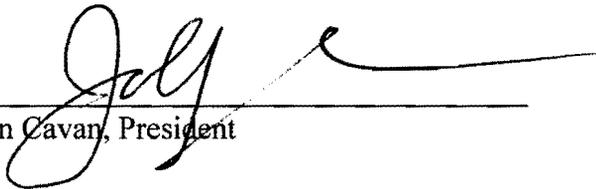
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Cumberland, to wit:

The foregoing Deed of Lease was acknowledged before me this 21st day of April, 2008 by Judy Ownby acting in her capacity as County Administrator of Cumberland County on behalf of the Cumberland County Board of Supervisors.

My commission expires: 5-31-09
My registration number is: 367599

Stephany S. Johnson
Notary Public

TENANT: COMMONWEALTH OF VIRGINIA, SOUTHSIDE VIRGINIA
COMMUNITY COLLEGE, ON BEHALF OF THE
STATE BOARD FOR COMMUNITY COLLEGES

By: 
John Cavan, President

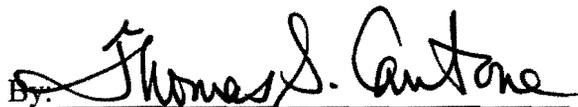
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Stafford Co. Virginia, to wit:

The foregoing Deed of Lease was acknowledged before me this 18 day of April,
2008 by John Cavan acting in his capacity as President of SOUTHSIDE VIRGINIA
COMMUNITY COLLEGE.

My commission expires: 1-31-2012
My registration number is: 109637


Notary Public

OFFICE OF THE ATTORNEY GENERAL
Approved as to form:

By: 
Assistant Attorney General

COUNTY ATTORNEY
Approved as to form:

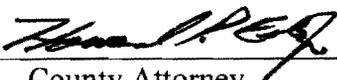
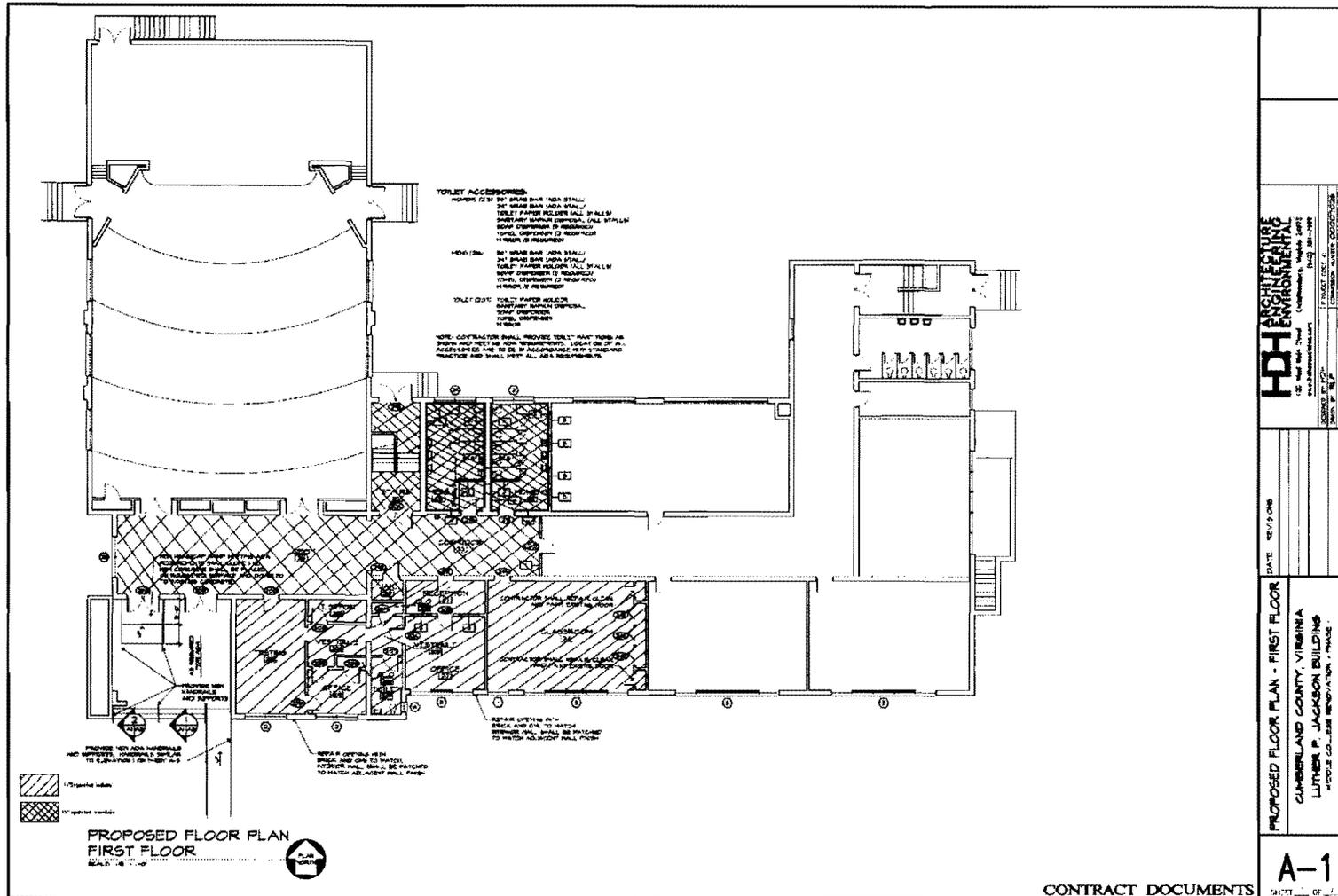
By: 
County Attorney

EXHIBIT A TO DEED OF LEASE
FLOOR PLAN (see attached two (2) pages)



Non-exclusive Spaces

Lobby---201---852 Sq. Ft.
Janitor---210---25 Sq. Ft.
Corridor---213---412 Sq. Ft.
Women's---215---242 Sq. Ft.
Means---216---247 Sq. Ft.
Stairs---217---206 Sq. Ft. Total non-exclusive space **1,984 square feet.**

Exclusive Spaces

Testing---202---320 Sq. Ft.
I.T. Support---203---51 Sq. Ft.
Vestibule---204---85 Sq. Ft.
Office---205---103 Sq. Ft.
Closet---206---12 Sq. Ft.
Toilet---207---70 Sq. Ft.
Vestibule---208---49 Sq. Ft.
Closet---209---14 Sq. Ft.
Reception---211---107 Sq. Ft.
Office---212---235 Sq. Ft.
Classroom---214---700 Sq. Ft. Total exclusive space **1,746 square feet.**

EXHIBIT B TO DEED OF LEASE

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

This SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT is dated _____, 200__ by and between _____ ("Lender"), THE CUMBERLAND COUNTY BOARD OF SUPERVISORS, ("Landlord") a Virginia County Governing Board and the COMMONWEALTH OF VIRGINIA, SOUTHSIDE VIRGINIA COMMUNITY COLLEGE, ON BEHALF OF THE STATE BOARD FOR COMMUNITY COLLEGES ("Tenant").

WHEREAS, by Deed of Lease (the "Lease"), dated _____, 2008, Landlord demised certain property described as The Cumberland County Educational Advancement Center, 1874 Anderson Highway, Cumberland, Virginia (the "Premises") to the Tenant;

WHEREAS, Lender is secured by a Deed Of Trust (the "Deed of Trust") upon certain property, of which the Premises forms a part (the "Property"), described in Exhibit A, which exhibit is attached hereto and made a part hereof; and,

WHEREAS, Lender has requested that Tenant execute a subordination and attornment agreement and Tenant has agreed upon the condition that it simultaneously be provided with certain assurances that its tenancy under the Lease will not be disturbed.

NOW, THEREFORE, for and in consideration of the respective and mutual agreements herein set forth the parties agree as follows:

Lender hereby expressly agrees that as long as Tenant or its lawful successors or assigns shall continue to pay the rent as provided for in the Lease and otherwise comply with the terms and provisions thereof, neither Lender nor its successors or assigns shall disturb Tenant or its lawful assigns in its quiet possession of the Premises during the term of the Lease.

Lender further agrees that the lien of the Deed of Trust shall not cover any of Tenant's fixtures, alterations or improvements which Tenant, under the terms of the Lease, is permitted to remove from the Premises.

Tenant agrees that its rights under the Lease shall be subordinated to the lien of the Deed of Trust provided that Tenant's tenancy shall not be disturbed nor shall the Lease be affected by any default under the Deed of Trust. Tenant further agrees that, in the event of a foreclosure or other enforcement of the Deed of Trust, or sale in lieu thereof, it will attorn to any purchaser of the Property of which the Premises form a part, and recognize such purchaser as Landlord under the Lease upon the then executory terms and conditions of the Lease for the remainder of the term of the Lease, provided that such purchaser shall then be entitled to possession of the Premises subject to the provisions of the Lease.

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

LENDER: _____

By: _____
Name: _____
Title _____

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

The foregoing Subordination, Non-Disturbance and Attornment Agreement was acknowledged before me on the ____ day of _____, 200__ in the jurisdiction aforesaid, by _____, as _____, of _____ (Name of Lender).

My commission expires: _____
My registration number is: _____

Notary Public

LANDLORD: _____,

By: _____
Name: _____
Title: _____

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

The foregoing Subordination, Non-Disturbance and Attornment Agreement was acknowledged before me the ____ day of _____, 20__ in the jurisdiction aforesaid, by _____, (name of Landlord) as _____ of _____, on behalf of the partnership/ corporation/limited liability company .

My commission expires: _____
My registration number is: _____

Notary Public

LESSEE: COMMONWEALTH OF VIRGINIA,
SOUTHSIDE VIRGINIA COMMUNITY COLLEGE,
ON BEHALF OF THE STATE BOARD FOR
COMMUNITY COLLEGES

By: _____
President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to wit:

The foregoing Subordination, Non-Disturbance and Attornment Agreement was
acknowledged before me on the ____ day of _____, 200__ in the jurisdiction aforesaid, by
_____, as President of _____
COMMUNITY COLLEGE.

My commission expires: _____

My registration number is: _____

Notary Public

OFFICE OF THE ATTORNEY GENERAL
Approved as to Form:

COUNTY ATTORNEY
Approved as to Form:

By: _____
Assistant Attorney General

By: _____
County Attorney

Deed of Lease Renewal

Deed of Lease #VCCS 07-011 between Southside VA Community College and The Cumberland County Board of Supervisors, for the use of 3,730 square feet of classroom, training and office space located at Cumberland County Educational Advancement Center, 1874 Anderson Highway, Cumberland, VA, 23040, including 30 currently existing parking spaces.

Terms: The initial term of this lease shall be one (1) year beginning September 1, 2017 and terminating on August 31, 2018.

Vivian Seay Giles, County Administrator
Cumberland County Educational Advancement Center

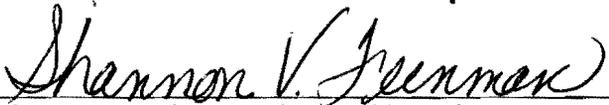
Date



7-11-17

Alfred Allison Roberts, Ph.D.
President
Southside Virginia Community College

Date



7/10/17

Shannon V. Feinman, Vice President of
Finance & Administration
Southside Virginia Community College

Date

July 2017



DATE: August 2, 2017
TO: Cumberland County Board of Supervisors
FROM: Vivian Seay Giles
RE: Request to Terminate Lease – David Daniel

Alternative Recommendations

Grant the request of Mr. David Daniel and terminate the lease dated December 1, 2014 for the property located at 1550 Anderson Highway (old DSS building).

Information

In the fall of 2014, Mr. David Daniel requested to lease from Cumberland County the old DSS building located at 1550 Anderson Highway, and effective December 1, 2014 entered into a lease with Cumberland County for that property. Mr. Daniel operated for a period of time a wholesale frozen food sales establishment, but for almost two years now, he has not actively run that business from the location at 1550 Anderson Highway. Mr. Daniel continues to pay the rent on the building as well as utility costs. At this time, and for personal family reasons, Mr. Daniel is requesting leave to terminate the lease for the property at 1550 Anderson Highway, which lease runs through November of 2019. He and his family will be returning to New York.

THIS LEASE AGREEMENT, made and effective as of the 1st day of December, 2014, by and between **COUNTY OF CUMBERLAND, VIRGINIA**, Grantor, herein referred to as "Landlord," and **DAVID DANIEL**, Grantee, herein referred to as "Tenant."

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property adjoining Virginia Highway 60 and located in Cumberland County, Virginia and containing in total approximately one (1) acre and known as 1550 Anderson Highway, Cumberland, Virginia; and

WHEREAS, Tenant desires to lease the said real property containing approximately one acre in order operate a retail food store.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereby agree as follows:

DESCRIPTION OF THE PREMISES

Landlord agrees to lease and Tenant agrees to rent that certain parcel of real property described as follows:

The building and curtilage known as 1550 Anderson Highway, Cumberland, Virginia 23040 located on that certain parcel of land in Madison Magisterial District of Cumberland County, Virginia containing one acre, more or less, bounded on the northwest and southeast by lands now or formerly of Smith, on the northeast by the Presbyterian Church property, and on the southeast by other lands of the County of Cumberland, this parcel being the northwestern half of a two-acre parcel conveyed to the County of Cumberland by deed dated July 13, 1982 from George L. Dowdy, Jr., *et als*, recorded in the Circuit Court Clerk's Office of Cumberland County, Virginia in Deed Book 153 at Page 467. This lease is for the building identified as 1550 Anderson Highway and expressly does not include the building and curtilage currently occupied by the Virginia Tech Extension Office, known as 1548 Anderson Highway, Cumberland, Virginia.

TERM OF LEASE

Tenant agrees to lease the above described premises for a period of sixty (60) months commencing on the 1st day of December, 2014 and ending at midnight on the 30th day of November, 2019.

IMPROVEMENTS

All structural improvements must have the prior approval of the County Administrator of Cumberland County and shall be at the expense of the Tenant.

RENT

Tenant agrees to pay to Landlord at Post Office Box 110, Cumberland, Virginia 23040, the sum of Five Hundred Dollars (\$500.00) per month for the period December 1, 2014 through November 30, 2015; Eight Hundred Dollars (\$800.00) per month for the period December 1, 2015 through November 1, 2016; and of Nine Hundred Dollars (\$900.00) per month for the period December 1, 2016 through November 30, 2019 for the lease of the premises. All lease payments are due and payable on or before the 1st day of each month beginning on the 1st day of December, 2014 and continuing through the term of this Lease.

USE OF PREMISES

The parties expressly agree that this Lease is executed in order that Tenant may allow the occupancy of the premises for retail foods sales and that the demised premises shall not be put to any other use without the prior written consent of Landlord.

UTILITY SERVICES

During the term of this Lease, Tenant shall be responsible for providing all utilities, including heating oil, to the demised premises at Tenant's expense.

ASSIGNMENT AND SUBLEASE

This Lease may be assigned or transferred, and the premises may be sublet, either in whole or in part, by Tenant only with Landlord's prior written consent. However, once assigned, transferred, or sublet, the premises may not again be sublet or the Lease may not again be transferred or assigned by any sublessee, assignee, or transferee.

REPAIRS AND MAINTENANCE

Landlord hereby agrees that during the term of this Lease, it shall, in the matter of keeping the building and demised premises in good repair, do only the following: keep the exterior walls and roof of the building in proper and substantial repair, and maintain the electrical wiring and HVAC equipment in proper working order. Landlord will also be responsible for grass mowing and for parking lot snow removal.

Tenant hereby agrees to maintain the premises in an orderly, safe, and clean condition and shall be solely responsible for such maintenance. The responsibility of Tenant shall include, but shall not be limited to, the following: general cleaning and maintenance and sidewalk or walkway snow removal.

RIGHT OF ENTRY TO REPAIR

Landlord reserves the right for itself, its agents and employees, to enter upon the premises at any reasonable time to make repairs, alterations or improvements; provided, however, that such repairs, alterations, or improvements shall not unreasonably interfere with Tenant's business operations. Such right to enter shall also include the right to enter upon the premises for the purposes of inspection.

INSURANCE

Landlord shall adequately insure the building and all public or common areas for fire, casualty, hazard, and liability. Tenant shall maintain the demised premises in a hazard-free condition. Tenant shall be responsible for insuring its personal property, including all contents of the building to be occupied by Tenant, and Tenant shall be responsible solely for liability within the demised premises.

BANKRUPTCY OR INSOLVENCY

It is expressly agreed that if at any time during the term of this lease, Tenant or any assignee, sublessee, or transferee shall be adjudged bankrupt or insolvent by any Federal or State Court of competent jurisdiction, Landlord may, at its option, declare this lease to be terminated and canceled, and may take possession of the demised premises.

DAMAGE OR DESTRUCTION BY FIRE OR NATURAL CAUSES

If, during the term of this lease, the building on the demised premises is destroyed by fire, natural causes, or other casualty, or so damaged thereby that it cannot be repaired with reasonable diligence within sixty (60) days, this lease shall terminate as of the date of such damage or destruction. However, if said buildings can with reasonable diligence be repaired within 60 days, said buildings shall be, by Landlord, repaired as quickly as is reasonably possible, and this lease shall remain in full force and effect; provided, however, rent shall be abated for any part of said building which is rendered unfit for occupancy for the period that such unfitness continues.

DEFAULT ON PAYMENT OF RENT

If any monthly installment of rent as herein called for remains overdue and unpaid for ten (10) days, Landlord shall impose a penalty of five (5) percent of the monthly rental amount for each month overdue. If any monthly installment of rent and interest as herein called for remain overdue and unpaid for thirty (30) days, Landlord may, at its option, at any time during such default, declare this lease terminated and take possession of the demised premises.

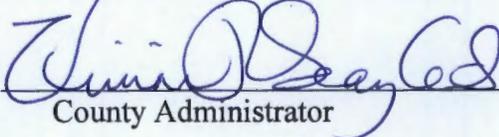
SIGNS

Tenant may display signs and shingles advertising his place of business with the prior written consent of the Landlord so long as all signs are in full compliance with all local laws and ordinances, which consent shall not be unreasonably withheld.

The parties, having read and understood the provisions of this lease, agree for themselves, their heirs, administrators, personal representatives, executors, and assigns to be bound thereby.

IN WITNESS WHEREOF, the parties have executed this lease on the 11th day of September, 2014.

CUMBERLAND COUNTY, VIRGINIA

By  (SEAL)
County Administrator

 (SEAL)
David Daniels

POLICE MUTUAL AID AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2017, by and between the **COUNTY OF CUMBERLAND**, a County of the Commonwealth of Virginia, hereinafter sometimes referred to as "Cumberland", and the **TOWN OF FARMVILLE**, a Virginia Municipal Corporation, hereinafter sometimes referred to as "Farmville".

WHEREAS, Virginia law authorizes local governments to enter into reciprocal agreements for cooperation in the furnishing of police services; and

WHEREAS, the Town of Farmville and the County of Cumberland have determined that the provision of police aid across jurisdictional lines will increase each locality's ability to preserve the safety and welfare of their respective communities; and

WHEREAS, it is deemed to be mutually beneficial to Cumberland and Farmville to enter into an agreement concerning mutual aid with regard to law enforcement; and

WHEREAS, the parties desire that the terms and conditions of any such police Mutual Aid Agreement be established; **NOW THEREFORE**

WITNESSETH:

THAT for and in consideration of the mutual benefits to be derived by Cumberland and Farmville from a Police Mutual Aid Agreement, Cumberland and Farmville hereby covenant and agree, each with the other, as follows:

1. The County of Cumberland and the Town of Farmville will endeavor to provide support to the jurisdictions which are parties to this Agreement within the capabilities available at the time of this Agreement.
2. Nothing contained in this Agreement should in any manner be construed to compel any of the parties hereto to respond to a request for police support when the police personnel of the jurisdiction to whom the request is made are, in the opinion of the requested jurisdiction, needed or are being used within the boundaries of that jurisdiction, nor shall any request compel the requested jurisdiction to continue to provide support in another jurisdiction when its police personnel or equipment, in the opinion of the requested jurisdiction, are needed for other duties within the boundaries of its jurisdiction.
3. No party to this Agreement shall be liable to any other party hereto for any loss, damage, personal injury or death to police personnel or equipment resulting from the performance of this Agreement, whether such occur within or without the jurisdictional boundaries of the respective parties hereto.
4. There shall be no liability to any of the parties hereto for reimbursement for injuries to police, equipment or personnel occasioned by a response or police action, or for injuries to such equipment or personnel incurred when going to or returning from another

jurisdiction. Neither shall the parties be liable to each other for any other costs associated with, or arising out of, assistance pursuant to this agreement.

5. Request for assistance pursuant to the terms and conditions of this Agreement shall be made by the Sheriff of Cumberland or his designee, or the Chief of the Town of Farmville, or his designee.
6. The requesting jurisdiction shall be responsible for establishing a radio communications system for use by the requested jurisdiction. Each jurisdiction shall create and maintain a mutual aid implementation plan as part of their communications standard operating manual.
7. The personnel of the requested jurisdiction shall render such assistance under the direction of the Sheriff of Cumberland County or the Chief of the Farmville Police Department, as the case may be, designated by the requesting jurisdiction; provided, however, that the ultimate control of the personnel of any party rendering assistance shall rest with the officers or supervisors of such personnel.
8. The services performed and expenditures made under this Agreement shall be deemed for public and governmental purposes and all immunities from liability enjoyed by the local government within its boundaries shall extend to its participation in rendering assistance outside its boundaries. It is understood that for the purposes of this Agreement, the responding party is rendering aid once it has entered the jurisdictional boundaries of the party receiving assistance.
9. All pensions, relief, disability, workman's compensation, life and health insurance, and other benefits enjoyed by the employees of Cumberland and Farmville shall extend to the services they perform under this Agreement outside their respective jurisdictions.
10. All police officers, agents, and other employees of the parties to this agreement shall have the same powers, rights, benefits, privileges, and immunities in every jurisdiction subscribing to this Agreement, including the authority to make arrests in every such jurisdiction subscribing to this Agreement.
11. The parties of this Agreement recognize that they are fully capable of independently providing services to adequately serve their respective political subdivisions. The governing bodies of the parties to this Agreement each agree that this Agreement shall neither be used against the counties in any future annexation proceeding nor shall any cooperative undertaking arising out of this Agreement be used against the counties in any future annexation proceedings. This cooperative Agreement is entered into in furtherance of the policies set forth in Section 15.2-1726 of the Code of Virginia, 1950, as amended and shall be without prejudice to either locality.
12. Law enforcement support provided by Cumberland pursuant to this Agreement shall include, but not be limited to, the following resources: uniformed officers, plainclothes officers, and related equipment. Law enforcement support provided by Farmville pursuant

to this Agreement shall include, but not be limited to, the following resources: uniform police, canine officers, and related equipment.

13. Officers responding to this Agreement shall be granted authority to enforce the laws of the Commonwealth of Virginia and to perform the other duties of a law enforcement officer; such authority shall be in conformance with the statutory authority provided in the Code of Virginia.
14. This agreement repeals and supersedes all previous written agreement or oral understandings relating to the provision of mutual police services. With the exceptions of those portions of other agreements and documents referred to herein, this Agreements represents the sole document regulating the provisions of mutual police services.
15. This Agreement may be terminated at any time by either party giving thirty (30) days written notice to that effect to the other party hereto.

COUNTY OF CUMBERLAND

By: _____
Chairman, Board of Supervisors

SHERIFF OF CUMBERLAND COUNTY

By: _____
Sheriff

APPROVED AS TO FORM:

By: _____
County Attorney

TOWN OF FARMVILLE

By: _____
Mayor, Town of Farmville

CHIEF, FARMVILLE POLICE DEPT.

By: _____
Chief

APPROVED AS TO FORM:

By: _____
Town Attorney



Rural Development

August 1, 2017

RD Area Office

20311-A Timberlake
Road
Lynchburg, VA 24502

Voice: 434-239-3473
Fax: 855-636-4613

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

Dear Ms. Giles:

This letter, with Attachments 1 and 2, establishes conditions which must be understood and agreed to by you before further consideration may be given to your application for financial assistance from Rural Development for the purchase of two police vehicles. The Rural Development staff administers this financial assistance on behalf of the Rural Housing Service (RHS). Any changes in project cost, source of funds, scope of services, or any other significant changes in the project or applicant must be reported to and approved by Rural Development by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application.

This letter is not to be considered as grant approval or as a representation as to the availability of funds. The docket may be completed on the basis of a Rural Development grant not to exceed \$25,000 and other funding in the amount of \$48,094, for a total project cost of \$73,094. The other funding is planned in the form of a cash contribution from Cumberland County.

All regulations, forms, and bulletins outlined in this letter can be obtained from our web site at <http://www.rd.usda.gov/>. (Click on "Publications," "Regulations and Guidelines.") From this web site, you must review RD Instruction 1942-A, Sections 1942.17, 1942.18, and 1942.19, and RD Instruction 3570-B. You must also review RD Instructions 1942-C and 1940-Q and all exhibits. If you do not have internet access, we will provide the appropriate documents. Any regulation, form, or bulletin identified in this letter as a Virginia form will be provided to you at the appropriate time.

Attached are the following:

- Attachment No. 1 - Project Planning Factors
- Attachment No. 2 - Form RD 1942-46, Letter of Intent to Meet Conditions

The conditions referred to in the first paragraph of this letter are as follows:

1. Organizational Documents - We have reviewed the documents creating your County and have found them acceptable.
2. Audit Requirements - Audited financial statements shall be submitted on an annual basis in accordance with the Government Auditing Standards (GAAS), General Accepted Accounting Principles (GAAP), and the Generally Accepted

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Government Auditing Standards (GAGAS) issued by the Comptroller General of the United States, 1994 revision, and any subsequent revisions.

Audits performed in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," are based upon the amount of Federal financial assistance expended during a Grantee's fiscal year from a Federal source. Grantees expending Federal financial assistance over \$750,000 are required to have an OMB Circular A-133 audit. Grantees expending less than \$750,000 in Federal financial assistance are required to submit financial statements, either GAAS, GAGAS, or management reports, based upon loan balances and prevailing Federal regulations.

In addition to the audit required above, RD Instruction 1942-A outlines management reports which must be submitted to Rural Development.

3. Insurance and Bonding Requirements - Prior to closing, you must acquire the following insurance and bond coverage:
 - a. Liability and Property Damage Insurance - The project will be reviewed for liability and property damage needs, and amounts will be established accordingly. The amount of coverage will be determined by the Grantee in conjunction with a representative of Rural Development.
 - b. Workers' Compensation - In accordance with appropriate State Laws.
 - c. Position Fidelity Bond Coverage (For Multiple Advances) - You must provide evidence of adequate fidelity bond coverage for all persons who have access to funds by closing. Coverage may be provided either for all individual positions or persons, or through "blanket" coverage providing protection for all appropriate employees and/or officials. Form RD 440-24, Position Fidelity Schedule Bond, may be used for this purpose. We encourage you to have your attorney and/or insurance provider review proposed types and amounts of coverage, including any deductible provisions.
 - d. National Flood Insurance - In addition to meeting the requirements for the type of assistance requested, the following requirements must be met for financial assistance for acquisition in designated special flood or mudslide prone areas:
 1. If flood insurance is available, you must purchase a flood insurance policy at the time of closing.
 2. Applicants whose buildings, machinery, or equipment are to be located in an area which has been notified as having special flood or mudslide prone areas will not receive financial assistance where flood insurance is not available.

- e. Real Property Insurance - You must obtain real property insurance (fire and extended coverage) on all above-ground structures to include machinery and equipment housed therein, in an amount equal to the insurable value thereof.
4. Procurement - You may proceed to acquire the proposed equipment by competitive negotiation. You must develop a Request for Proposal (RFP) and specifications. Rural Development must review and give prior approval to the specifications and RFP before soliciting for offers.

Following the receipt of offers, Rural Development must be provided with the following:

- a. Summary of all offers
 - b. Copy of the successful offer
 - c. Narrative summary of all negotiations
 - d. Copy of notice to all unsuccessful offerors
 - e. Copy of resolution of tentative award
- * 5. Code of conduct - Owners shall adopt and maintain a written code or standards of conduct which shall govern the performance of their officers, employees, or agents engaged in the award and administration of contracts supported by Rural Development funds. No employee, officer, or agent of the owner shall participate in the selection, award, or administration of a contract supported by Rural Development funds if a conflict of interest, real or apparent, would be involved.
 - * 6. Other Funds - Prior to advertisement or soliciting for bids, you must provide evidence showing the availability of the cash contribution from the County.
 7. Disbursement of Rural Development Grant Funds – Rural Development grant funds will be advanced as they are needed in the amount necessary to cover Rural Development’s proportionate share of obligations due and payable by the County. Interest earned on grant funds in excess of \$100 per year will be submitted to Rural Development at least quarterly as required in 7 CFR 3016.
 8. Community Facilities Grant (CFG) - You will be required to execute Form RD 3570-3, Agreement for Administrative Requirements for Community Facility Grants, at the time of grant closing.

CFG assistance is subject to the interest of the United States Government in the market value of the property attributable to the Federal participation in this project provided by 7 CFR, parts 3015, 2016, or 3019 et. seq., as subsequently modified.

CFG assistance is subject to the provisions of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 and the regulations issued thereto. This covenant is in effect for as long as the property continues to be used for the same or similar purpose for which the financial assistance was extended or for as long as the grantee owns it, whichever is longer.

- * 9. Agency Forms - You will be required to execute certain Agency forms in order to obtain financial assistance from Rural Development. By Resolution, these

forms must be adopted and properly executed, and minutes showing the adoption must be provided.

10. System for Award Management (SAM) – As the recipient, you must maintain the currency of your information in SAM.gov until (a) you submit the final financial report required under this award and (b) all funds under this award have been disbursed or cancelled, whichever is later. This requires that you review and update your information at least annually after the initial registration and more frequently if required by changes in your information or another award term. Recipients can register online at www.sam.gov.

Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving financial assistance from Rural Development.

As a recipient of Federal financial assistance, you must be in compliance, and continue to comply, with Title VI of the Civil Rights Act of 1964 and the Rural Development regulations promulgated by this Act. Your signature on Form RD 400-4, Assurance Agreement, is your commitment to comply with these Federal laws and regulations, as well as your agreement to maintain records and data to verify your compliance. The data you must provide depends on the type of project financed with Rural Development funds, and guidance will be provided to you by Rural Development. Your compliance is monitored through compliance reviews conducted by Agency personnel. The first compliance review will be conducted prior to or concurrent with closing, with subsequent compliance reviews if/when needed.

If all parties agree the bids received are acceptable and it is determined that adequate funds are available to cover the total facility costs and that all the administrative conditions of grant approval have been satisfied, closing instructions will be issued. The closing instructions, a copy of which will be forwarded to you, will set forth any further requirements that must be met before the grant can be closed. **GRANT CLOSING WILL NOT BE SCHEDULED UNTIL CLOSING INSTRUCTIONS ARE RECEIVED FROM RURAL DEVELOPMENT.** When all parties agree that the closing requirements can be met, a mutually acceptable date for the closing will be scheduled.

The Debt Collection Improvement Act (DCIA) of 1996 requires that all Federal payments be made by Electronic Funds Transfer/Automated Clearing House (EFT/ACH). Grantees receiving payments by EFT will have funds directly deposited to a specified account at a financial institution with funds being available to the recipient on the date of payment. The Grantee should complete Form SF-3881, Electronic Funds Transfer Payment Enrollment Form, for each account where funds will be electronically received. The completed form(s) must be received by Rural Development at least thirty (30) days prior to the first advance of funds.

As a recipient of federal financial assistance, you must comply with all applicable federal, state, and local statutes, ordinances, regulations, and codes. The major

portion of existing Rural Development rules and regulations which must be met are included in RD Instructions 1942-A, 1942-C, and 3570-B. No modifications or waiver of any portion of these regulations is authorized. Such regulations shall govern regardless of any misinterpretation, omission, misunderstanding, or statements made by any Rural Development employee. The most critical requirements of the instructions have been highlighted or clarified in this letter.

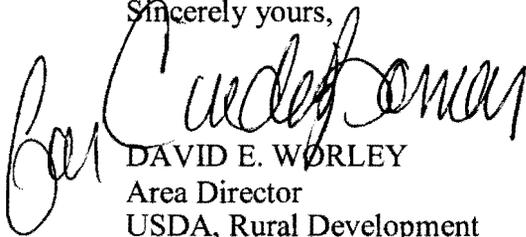
The applicant contribution shall be considered the first funds expended. After providing for all authorized cost, any remaining Rural Development funds will be considered to be grant funds and will be refunded to Rural Development.

We believe the information herein clearly sets forth the action which must be taken; however, if you have any questions, please do not hesitate to contact my office.

Please complete and return the attached Form RD 1942-46, Letter of Intent to Meet Conditions, if you desire that further consideration be given to your application.

If the conditions set forth in this letter are not met within six (6) months from the date hereof, Rural Development reserves the right to discontinue processing of the application.

Sincerely yours,



DAVID E. WORLEY
Area Director
USDA, Rural Development

cc: Deputy Administrator, Community Programs, Washington, D.C.
State Director, Rural Development, Richmond, VA
Accountant

Attachment No. 1
Letter of Conditions
For: Cumberland County
Two Police Vehicles
Dated: 08-01-2017

PROJECT PLANNING FACTORS

The following estimates are to be used as a basis for project planning and must not be changed without prior approval of Rural Development:

PROJECT COSTS

Two Police Vehicles	\$	73,094
TOTAL	\$	73,094

FUNDING

Rural Development Grant	\$	25,000
Applicant Contribution		<u>48,094</u>
TOTAL	\$	73,094

OPERATING BUDGET - TYPICAL YEAR

Income

Operating Income	\$	1,551,092
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Expenses

Operating Expenses	\$	<u>1,551,092</u>
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BALANCE	\$	0
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THIS LEASE AGREEMENT, made and effective as of the 1st day of September, 2017, by and between **COUNTY OF CUMBERLAND, VIRGINIA**, Grantor, herein referred to as "Landlord," and **CARTERSVILLE VOLUNTEER FIRE DEPARTMENT**, Grantee, herein referred to as "Tenant."

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property adjoining Virginia Highway 13 and located in Cumberland County, Virginia and known as 6 Old Buckingham Road, Cumberland, Virginia; and

WHEREAS, Tenant desires to lease the concession stand building on the said real property in order for Tenant to operate a short order food establishment as a fund raising opportunity.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereby agree as follows:

DESCRIPTION OF THE PREMISES

Landlord agrees to lease and Tenant agrees to rent that certain parcel of real property described as follows:

The building and curtilage known as 6 Old Buckingham Road, Cumberland, Virginia 23040 located on that certain parcel of land in Madison Magisterial District of Cumberland County, Virginia.

TERM OF LEASE

Tenant agrees to lease the above described premises on a month-to-month basis beginning September 1, 2017.

IMPROVEMENTS

All structural improvements must have the prior approval of the County Administrator of Cumberland County and shall be at the expense of the Tenant.

RENT

Tenant agrees to pay to Landlord at Post Office Box 110, Cumberland, Virginia 23040, the sum of Two Hundred Dollars (\$200.00) per month beginning September 1, 2017

USE OF PREMISES

The parties expressly agree that this Lease is executed in order that Tenant may allow the occupancy of the premises for a short order food establishment and that the demised premises shall not be put to any other use without the prior written consent of Landlord. Tenant expressly agrees to ensure that the concession stand is open during all games, practices, and events identified and directed by the recreation director.

UTILITY SERVICES

During the term of this Lease, Landlord shall be responsible for providing all utilities to the demised premises at Landlord's expense.

ASSIGNMENT AND SUBLEASE

This Lease may not be assigned or transferred, and the premises may not be sublet, either in whole or in part, by Tenant.

REPAIRS AND MAINTENANCE

Landlord hereby agrees that during the term of this Lease, it shall, in the matter of keeping the building and demised premises in good repair, do only the following: keep the exterior walls and roof of the building in proper and substantial repair, and maintain the electrical wiring and HVAC equipment in proper working order. Landlord will also be responsible for grass mowing and for parking lot snow removal.

Tenant hereby agrees to maintain the premises in an orderly, safe, and clean condition and shall be solely responsible for such maintenance. The responsibility of Tenant shall include, but shall not be limited to, the following: general cleaning and maintenance and sidewalk or walkway snow removal.

RIGHT OF ENTRY TO REPAIR

Landlord reserves the right for itself, its agents and employees, to enter upon the premises at any reasonable time to make repairs, alterations or improvements; provided, however, that such repairs, alterations, or improvements shall not unreasonably interfere with Tenant's business operations. Such right to enter shall also include the right to enter upon the premises for the purposes of inspection.

INSURANCE

Landlord shall adequately insure the building and all public or common areas for fire, casualty, hazard, and liability. Tenant shall maintain the demised premises in a hazard-free condition. Tenant shall be responsible for insuring its personal property, including all contents of the building to be occupied by Tenant, and Tenant shall be responsible solely for liability within the demised premises.

BANKRUPTCY OR INSOLVENCY

It is expressly agreed that if at any time during the term of this lease, Tenant or any assignee, sublessee, or transferee shall be adjudged bankrupt or insolvent by any Federal or State Court of competent jurisdiction, Landlord may, at its option, declare this lease to be terminated and canceled, and may take possession of the demised premises.

DAMAGE OR DESTRUCTION BY FIRE OR NATURAL CAUSES

If, during the term of this lease, the building on the demised premises is destroyed by fire, natural causes, or other casualty, or so damaged thereby that it cannot be repaired with reasonable diligence within sixty (60) days, this lease shall terminate as of the date of such damage or destruction. However, if said buildings can with reasonable diligence be repaired within 60 days, said buildings shall be, by Landlord, repaired as quickly as is reasonably possible, and this lease shall remain in full force and effect; provided, however, rent shall be abated for any part of said building which is rendered unfit for occupancy for the period that such unfitness continues.

DEFAULT ON PAYMENT OF RENT

If any monthly installment of rent and interest as herein called for remain overdue and unpaid for thirty (30) days, Landlord may, at its option, at any time during such default, declare this lease terminated and take possession of the demised premises.

SIGNS

Tenant may display signs and shingles advertising its place of business with the prior written consent of the Landlord so long as all signs are in full compliance with all local laws and ordinances, which consent shall not be unreasonably withheld.

The parties, having read and understood the provisions of this lease, agree for themselves, their heirs, administrators, personal representatives, executors, and assigns to be bound thereby.

IN WITNESS WHEREOF, the parties have executed this lease on the _____ day of August, 2017.

CUMBERLAND COUNTY, VIRGINIA

By _____ (SEAL)
County Administrator

CARTERSVILLE VOLUNTEER FIRE DEPARTMENT

By _____ (SEAL)



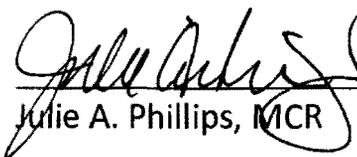
CUMBERLAND COUNTY
OFFICE OF THE COMMISSIONER OF THE REVENUE
P.O. BOX 77 ~ CUMBERLAND, VIRGINIA 23040
(804) 492-4280 ~ Fax: (804) 492-3342
www.cumberlandcounty.virginia.gov

JULIE A. PHILLIPS
Master Commissioner

MEMO

To: Vivian Giles
From: Julie A. Phillips, MCR
RE: 2017 PPTR Rate

The Personal Property Tax Relief rate for qualifying vehicles for 2017 is 40.91%. Per Code §58.1-3524.C.1, please have the Board of Supervisors sign a resolution reflecting this rate.



Julie A. Phillips, MCR

7/27/17
Date

** GENERAL FUND REVENUES**

Monthly Financial Report To Council For August 2017

	Estimated 2016/2017 Budget to Date -----	Actual 2016/2017 Budget to Date -----	(Over) or Under Budget to Date -----
Revenue			
Balance Forward		3,844,310.17	
Fund Revenue	39,626,604.82	56,571,486.10	(16,944,881.28)
Total Revenue	39,626,604.82	60,415,796.27	(20,789,191.45)
Expenditures			
* Board of Supervisors *	45,838.00	50,001.95	(4,163.95)
* County Administrator *	352,420.00	320,018.14	32,401.86
	5,000.00		5,000.00
* Legal Services *		85,854.30	(85,854.30)
* Independent Auditor *	34,500.00	33,132.50	1,367.50
* Commissioner of Revenue *	229,771.00	259,598.67	(29,827.67)
* Treasurer *	277,133.00	308,831.96	(31,698.96)
* Accounting *	115,032.00	152,930.44	(37,898.44)
* Data Processing *	216,064.28	264,523.31	(48,459.03)
* Electoral Board *	25,076.00	31,304.36	(6,228.36)
* Registrar *	84,556.00	97,444.22	(12,888.22)
* Circuit Court *	14,810.00	16,073.35	(1,263.35)
* General District Court *	10,210.00	8,976.19	1,233.81
* Magistrate *	670.86	537.66	133.20
* Clerk of Circuit Court *	244,805.10	275,146.99	(30,341.89)
* Law Library *	1,000.00	849.46	150.54
		175.00	(175.00)
* Victim and Witness Assistance *	87.00	23,635.07	(23,548.07)
* Commonwealth's Attorney *	207,854.00	227,616.52	(19,762.52)
* Sheriff *	1,517,784.90	1,789,307.52	(271,522.62)
* School Resource Officer *	62,016.00	69,575.84	(7,559.84)
* E911 *	23,100.00	19,759.58	3,340.42
Cumberland Vol.FIRE DEPT	50,373.33	108,871.32	(58,497.99)
Cartersville Volun.	50,373.33	70,123.33	(19,750.00)
Cumberland Vol. Rescue Squad	39,500.00	341,096.71	(301,596.71)
Prince Edward Vol. Rescue Squad	9,500.00	14,250.00	(4,750.00)
Randolph Fire Dept.	50,373.34	70,123.34	(19,750.00)
Cartersville Vol. Rescue Squad	37,970.00	56,955.00	(18,985.00)
Chesterfield Med-Flight Program	300.00	7,926.13	(7,626.13)
* Forestry Service *	8,705.00	17,410.68	(8,705.68)
* CUMBERLAND FIRE & EMS *	17,102.00	15,208.55	1,893.45
* Probation Office *	1,241.00	744.52	496.48
* Correction & Detention *	275,000.00	313,720.77	(38,720.77)
* Building Inspections *	113,265.00	144,328.55	(31,063.55)
* Animal Control *	112,346.00	129,251.25	(16,905.25)
* Medical Examiner *	200.00	60.00	140.00
* Refuse Disposal *	596,376.00	717,499.46	(121,123.46)
* General Properties *	681,038.00	727,387.78	(46,349.78)
* Supplement of Local Health Dept *	98,753.00	114,470.47	(15,717.47)
* Chapter 10 Board - Crossroads *	34,000.00	51,000.00	(17,000.00)
* CSA Management *	31,517.00	38,173.98	(6,656.98)
* Community Colleges *	7,000.00	11,137.00	(4,137.00)

** GENERAL FUND REVENUES**

Monthly Financial Report To Council For August 2017

	Estimated 2016/2017 Budget to Date -----	Actual 2016/2017 Budget to Date -----	(Over) or Under Budget to Date -----
Expenditures			
* Recreation *	64,699.00	49,527.47	15,171.53
* Local Library *	115,450.00	173,175.00	(57,725.00)
* Planning Commission *	9,950.00	9,933.15	16.85
* Planning/Zoning Dept. *	67,403.00	74,179.16	(6,776.16)
* Community & Economic Developmnt *	19,052.00	22,709.89	(3,657.89)
* Board of Zoning Appeals *	650.00		650.00
Clothes Closet		47.92	(47.92)
	10,570.00	21,180.00	(10,610.00)
* Farmville Area Chamber of Commerc	1,500.00	2,250.00	(750.00)
* Longwood Small Bus. Dev. Ctr. *	3,000.00	4,500.00	(1,500.00)
* Southside Violence Prevention *	5,000.00	7,500.00	(2,500.00)
Peter Francisco SWD	10,000.00	15,000.00	(5,000.00)
* Extension Agents *	50,563.00	47,144.88	3,418.12
	2,500.00	3,750.00	(1,250.00)
* NONDEPARTMENTAL *	16,000.00	10,357.43	5,642.57
TRANSFERS	8,094,568.00	6,965,272.12	1,129,295.88
COMMONWEALTH'S ATTORNEY		4,820.74	(4,820.74)
SHERIFF	55,000.00	2,800.00	52,200.00
HEALTH INSURANCE	2,100,000.00	2,601,344.40	(501,344.40)
DENTAL INSURANCE	132,875.00	110,882.28	21,992.72
PATIENT CENTERED OUTCOME FEE(PCOR)		11,696.59	(11,696.59)
* Administration *	1,404,223.82	1,275,300.38	128,923.44
	15,377,756.00	15,116,660.88	261,095.12
	1,160,759.00	901,351.17	259,407.83
* MAINTENANCE - GENERAL PROPERTIES*		14,185.00	(14,185.00)
* Vehicle Upgrades & Replacement *		33,941.26	(33,941.26)
Randolph Community Center		12,152.75	(12,152.75)
ELEMENTARY SCHOOL		48,826.65	(48,826.65)
		66,293.57	(66,293.57)
* Elementary School - Lit Loan *	221,667.00	221,666.67	.33
* COPS97 Loan *	373,788.00	374,231.96	(443.96)
* High/Middle School - VPSA Loan *	922,501.00	923,200.23	(699.23)
* HS/MS-VPSA LOAN #2 *		128,971.87	(128,971.87)
PUBLIC FACILITY NOTE 2009	389,759.00	388,969.36	789.64
* AMERESCO *	145,952.00	145,952.00	
* SunTrust Loan-HS/MS *	1,491,402.00	17,166,143.93	(15,674,741.93)
* Suntrust Loan - Courthouse *	248,697.00	248,558.89	138.11
	500,000.00	827,609.65	(327,609.65)
* SEWER FUND - Enterprise Fund *	311,415.00	251,636.05	59,778.95
* WATER FUND - ENTERPRISE FUND *	130,425.00	109,568.34	20,856.66
COMMUNITY CENTER PURCHASE	125,314.00	94,028.15	31,285.85
MADISON INDUSTRIAL PARK	357,909.00	578,080.15	(220,171.15)
	23,500.00	19,185.17	4,314.83
Total Expenditure	39,626,508.96	56,069,616.98	(16,443,108.02)
Total Revenues			
Less Total Expenditures	95.86	4,346,179.29	(4,346,083.43)

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	UNCOLLECTED
FUND #-100							
1101	** Real Estate Taxes **	5,585,000.00	5,585,000.00	2,081,718.20	5,931,032.47	346,032.47-	6.19-
1102	* Real/Personal Public Service *	775,000.00	775,000.00	392,289.05	856,972.34	81,972.34-	10.57-
1103	* Personal Property Taxes *	1,806,000.00	1,806,000.00	67,309.17	1,995,881.53	189,881.53-	10.51-
1104	* Machinery & Tools *	115,000.00	115,000.00	1,690.33	138,736.25	23,736.25-	20.64-
1106	* Penalties & Interest *	259,000.00	259,000.00	50,164.88	258,407.25	592.75	.22
1201	* Local Sales & Use Taxes *	425,000.00	425,000.00	34,415.76	431,634.75	6,634.75-	1.56-
1202	* Consumer' Utility Taxes *	172,000.00	172,000.00	33,521.50	189,889.40	17,889.40-	10.40-
1203	* Business License Taxes *	107,000.00	107,000.00	10,744.99	115,104.87	8,104.87-	7.57-
1204	* Franchise License Taxes *	10,000.00	10,000.00	1,940.00	14,113.00	4,113.00-	41.13-
1205	* Motor Vehicle License Tax *	230,000.00	230,000.00	9,935.85	232,171.22	2,171.22-	.94-
1207	* Taxes On Recordation & Wills *	45,000.00	45,000.00	12,584.58	72,929.12	27,929.12-	62.06-
1301	* Animal Licenses *	8,000.00	8,000.00	176.00	7,078.00	922.00	11.52
1303	* Permits & Other Licenses *	52,000.00	52,000.00	12,646.39	52,783.46	783.46-	1.50-
1401	* Court Fines & Forfeitures *	145,000.00	145,000.00	27,220.19	130,114.88	14,885.12	10.26
1501	* Revenue From Use Of Money *	35,000.00	35,000.00	14,045.14	36,391.28	1,391.28-	3.97-
1502	* Revenue From Use Of Property *	15,000.00	15,000.00	450.00	9,700.00	5,300.00	35.33
1601	* Court Costs *	48,360.00	48,360.00	11,977.18	58,431.38	10,071.38-	20.82-
1602	* Commonwealth's Attorney Fees *	900.00	900.00	83.94	778.82	121.18	13.46
1603	* Charges For Law Enforcement *	40,000.00	40,000.00	.00	1,582.46	38,417.54	96.04
1604	*Charges for Fire & Rescue Service*	.00	.00	597.13	58,520.94	58,520.94-	100.00-
1606	* Charges For Other Protection *	.00	.00	.00	76.00	76.00-	100.00-
1608	* Charges Sanitation & Removal *	600.00	600.00	175.00	1,581.00	981.00-	163.50-
1612	* REC DEPT - ADULT LEAGUE FEES *	3,500.00	3,500.00	.00	.00	3,500.00	100.00
1613	* Charges For Parks & Recreation *	21,000.00	21,000.00	3,688.30	15,689.04	5,310.96	25.29
1616	* Charges For Planning / Com Dev *	2,000.00	2,000.00	150.00	2,550.00	550.00-	27.50-
1899	* Miscellaneous *	1,670,940.00	1,679,534.90	5,625.67	1,162,381.89	517,153.01	30.79
2101	* Service Charges *	48,000.00	48,000.00	.00	46,225.88	1,774.12	3.69
2201	**NON-CATEGORICAL AID**	1,295,535.00	1,295,535.00	29,583.78	1,278,744.24	16,790.76	1.29
2301	* Commonwealth Attorney *	156,000.00	156,000.00	14,406.80	163,435.21	7,435.21-	4.76-
2302	* Sheriff *	561,533.00	561,533.00	47,064.54	564,097.34	2,564.34-	.45-
2303	* Commissioner Of Revenue *	76,000.00	76,000.00	5,714.93	75,586.90	413.10	.54
2304	* Treasurer *	93,000.00	93,000.00	7,288.17	92,341.67	658.33	.70
2306	* Registrar/Electoral Boards *	38,199.00	38,199.00	37,029.24	37,029.24	1,169.76	3.06
2307	* Clerk Of The Circuit Court *	144,000.00	145,750.00	18,486.13	159,740.58	13,990.58-	9.59-
2308	* DMV License Agent *	18,000.00	18,000.00	2,016.44	19,305.15	1,305.15-	7.25-
2403	* PUBLIC WORKS *	.00	.00	7,025.00	29,250.00	29,250.00-	100.00-
2404	**GRANT FUNDS**	58,000.00	389,926.10	7,531.41	161,039.11	228,886.99	58.70
3301	**GRANT FUNDS**	24,000.00	24,000.00	.00	44,725.36	20,725.36-	86.35-
--FUND TOTAL--		14,083,567.00	14,425,838.00	2,949,295.69	14,446,052.03	20,214.03-	.14-
FUND #-150							
1501	INTEREST-STATE	.00	.00	16.05	65.91	65.91-	100.00-
2402	ASSET FORFEITURE REVENUE (STATE)	25,000.00	25,000.00	.00	183.30	24,816.70	99.26
4106	** Carryover Balance **	30,000.00	30,000.00	.00	.00	30,000.00	100.00
--FUND TOTAL--		55,000.00	55,000.00	16.05	249.21	54,750.79	99.54

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	UNCOLLECTED
FUND #-170							
1902	HEALTH INSURANCE CONTRIBUTIONS	2,110,000.00	2,110,000.00	483,722.90	2,497,010.69	387,010.69-	18.34-
2000	DENTAL INSURANCE CONTRIBUTIONS	116,600.00	116,600.00	25,892.94	136,940.84	20,340.84-	17.44-
2002	BALANCE FORWARD	6,275.00	6,275.00	.00	.00	6,275.00	100.00
--FUND TOTAL--		2,232,875.00	2,232,875.00	509,615.84	2,633,951.53	401,076.53-	17.96-
FUND #-201							
1899	* Miscellaneous Revenue *	.00	1,307.57	810.00	3,885.39	2,577.82-	197.14-
2401	* Welfare *	170,646.00	218,132.25	23,444.85	356,616.17	138,483.92-	63.48-
3305	* Social Services *	812,406.00	865,715.00	60,531.80	654,494.93	211,220.07	24.39
4105	* Fund Transfers *	319,069.00	319,069.00	3,477.41-	260,303.89	58,765.11	18.41
--FUND TOTAL--		1,302,121.00	1,404,223.82	81,309.24	1,275,300.38	128,923.44	9.18
FUND #-205							
1803	* Expenditure Refunds *	.00	.00	87,603.16	282,254.94	282,254.94-	100.00-
1899	* Miscellaneous Revenue *	287,299.00	287,299.00	3,571.93	56,203.84	231,095.16	80.43
2402	* State Education *	9,227,170.00	9,422,608.00	1,085,970.87	9,329,952.39	92,655.61	.98
2403	* State Education *	.00	7,500.00	.00	7,500.00	.00	.00
2404	* State Education *	.00	.00	625.50	3,325.50	3,325.50-	100.00-
3302	* Education *	1,716,997.00	1,885,930.00	468,500.82	1,677,798.34	208,131.66	11.03
4105	* Fund Transfers *	3,774,419.00	3,774,419.00	1,026,771.26	3,774,410.99	8.01	.00
--FUND TOTAL--		15,005,885.00	15,377,756.00	2,673,043.54	15,131,446.00	246,310.00	1.60
FUND #-207							
1501	* INTEREST ON BANK DEPOSITS *	.00	.00	503.37	2,310.90	2,310.90-	100.00-
1899	** MISC REVENUE **	.00	.00	316.33	3,104.03	3,104.03-	100.00-
1901	** LOCAL CONTRIBUTIONS **	464,560.00	464,560.00	341,515.04	770,025.87	305,465.87-	65.75-
2404	** STATE FUNDS **	696,199.00	696,199.00	113,344.60	566,723.00	129,476.00	18.59
--FUND TOTAL--		1,160,759.00	1,160,759.00	455,679.34	1,342,163.80	181,404.80-	15.62-
FUND #-302							
1501	* Interest On Bank Deposits *	.00	.00	.00	15.50	15.50-	100.00-
4105	* Fund Transfers *	.00	.00	161,119.73	161,119.73	161,119.73-	100.00-
--FUND TOTAL--		.00	.00	161,119.73	161,135.23	161,135.23-	100.00-
FUND #-401							
1501	**INTEREST**	24,000.00	24,000.00	30.08	24,726.68	726.68-	3.02-
4104	PROCEEDS FROM INDEBTEDNESS	.00	.00	.00	17,301,562.15	17,301,562.15-	100.00-

CUMBERLAND CO
REVENUE SUMMARY
7/01/2017 - 8/02/2017

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	UNCOLLECTED
4105	** Transfers **	3,769,766.00	3,769,766.00	15,067.63	2,278,660.18	1,491,105.82	39.55
	--FUND TOTAL--	3,793,766.00	3,793,766.00	15,097.71	19,604,949.01	15,811,183.01	416.76
FUND #-500							
1899	*MISCELLANEOUS REVENUE*	.00	.00	.00	1,661.11	1,661.11	100.00
2404	*REVENUE FROM STATE*	350,000.00	350,000.00	90,644.16	591,230.48	241,230.48	68.92
4105	*TRANSFERS*	150,000.00	150,000.00	49,461.27	199,461.27	49,461.27	32.97
	--FUND TOTAL--	500,000.00	500,000.00	140,105.43	792,352.86	292,352.86	58.47
FUND #-501							
1501	**INTEREST REVENUE**	.00	.00	.00	27.78	27.78	100.00
1619	**CHARGES & FEES**	416,000.00	416,000.00	67,278.79	418,420.34	2,420.34	.58
1620	SEWER LATE PAYMENT PENALTY	10,200.00	10,200.00	1,065.71	7,871.52	2,328.48	22.82
1630	**ADMIN FEES/CHARGES**	15,640.00	15,640.00	2,814.09	17,820.49	2,180.49	13.94
1803	MISCELLANEOUS	.00	.00	1,028.60	1,760.60	1,760.60	100.00
	--FUND TOTAL--	441,840.00	441,840.00	72,187.19	445,900.73	4,060.73	.91
FUND #-515							
1501	INTEREST SEWER RESERVE	.00	.00	108.66	980.17	980.17	100.00
	--FUND TOTAL--	.00	.00	108.66	980.17	980.17	100.00
FUND #-540							
1501	INTEREST WATER RESERVE	.00	.00	15.86	143.01	143.01	100.00
	--FUND TOTAL--	.00	.00	15.86	143.01	143.01	100.00
FUND #-545							
1200	DSR PAYMENTS (FR UTILITY FUND)	.00	.00	.00	3,540.00	3,540.00	100.00
1501	INTEREST	.00	.00	2.12	7.64	7.64	100.00
	--FUND TOTAL--	.00	.00	2.12	3,547.64	3,547.64	100.00
FUND #-550							
1200	DSR PAYMENTS	.00	.00	.00	10,224.00	10,224.00	100.00
1501	**INTEREST REVENUE**	.00	.00	14.69	56.44	56.44	100.00
	--FUND TOTAL--	.00	.00	14.69	10,280.44	10,280.44	100.00

CUMBERLAND CO
REVENUE SUMMARY
7/01/2017 - 8/02/2017

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	UNCOLLECTED
FUND #-560							
1501	INTEREST REVENUE	.00	.00	.35	4.23	4.23-	100.00-
	--FUND TOTAL--	.00	.00	.35	4.23	4.23-	100.00-
FUND #-715							
1899	Rent of General Property	44,000.00	44,000.00	8,725.00	55,350.00	11,350.00-	25.79-
2404	**GRANT FUNDS**	.00	85,733.00	.00	357,909.00	272,176.00-	317.46-
4105	Transfer from General Fund	81,314.00	81,314.00	12,161.06	291,316.06	210,002.06-	258.26-
	--FUND TOTAL--	125,314.00	211,047.00	20,886.06	704,575.06	493,528.06-	233.84-
FUND #-733							
1899	* Miscellaneous Revenue *	20,000.00	20,000.00	1,178.00	14,954.77	5,045.23	25.22
3305	*FEDERAL FUNDS*	3,500.00	3,500.00	.00	3,500.00	.00	.00
	--FUND TOTAL--	23,500.00	23,500.00	1,178.00	18,454.77	5,045.23	21.46
	--FINAL TOTAL--	38,724,627.00	39,626,604.82	7,079,675.50	56,571,486.10	16,944,881.28-	42.76-

CUMBERLAND CO
EXPENDITURE SUMMARY
7/01/2017 - 8/02/2017

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	€ REMAINING
FUND #-100								
11010	* Board of Supervisors *	45,838.00	45,838.00	9,261.38	50,001.95	.00	4,163.95-	9.08-
12100	* County Administrator *	352,420.00	352,420.00	48,885.37	320,018.14	.00	32,401.86	9.19
12200	VRS	5,000.00	5,000.00	.00	.00	.00	5,000.00	100.00
12210	* Legal Services *	.00	.00	3,808.00	85,854.30	.00	85,854.30-	100.00-
12240	* Independent Auditor *	34,500.00	34,500.00	.00	33,132.50	.00	1,367.50	3.96
12310	* Commissioner of Revenue *	229,771.00	229,771.00	39,923.45	259,598.67	.00	29,827.67-	12.98-
12410	* Treasurer *	277,133.00	277,133.00	54,477.25	308,831.96	.00	31,698.96-	11.43-
12430	* Accounting *	115,032.00	115,032.00	27,514.83	152,930.44	.00	37,898.44-	32.94-
12510	* Data Processing *	216,256.00	216,064.28	27,145.84	264,523.31	.00	48,459.03-	22.42-
13100	* Electoral Board *	25,076.00	25,076.00	4,647.49	31,304.36	.00	6,228.36-	24.83-
13200	* Registrar *	84,556.00	84,556.00	14,620.03	97,444.22	.00	12,888.22-	15.24-
21100	* Circuit Court *	14,810.00	14,810.00	14,345.00	16,073.35	.00	1,263.35-	8.53-
21200	* General District Court *	10,210.00	10,210.00	3,230.17	8,976.19	.00	1,233.81	12.08
21300	* Magistrate *	575.00	670.86	34.48	537.66	.00	133.20	19.85
21600	* Clerk of Circuit Court *	222,117.00	244,805.10	42,429.74	275,146.99	.00	30,341.89-	12.39-
21800	* Law Library *	1,000.00	1,000.00	.00	849.46	.00	150.54	15.05
21900	TELECOMMUNICATIONS	.00	.00	.00	175.00	.00	175.00-	100.00-
21910	* Victim and Witness Assistance *	.00	87.00	8,703.95	23,635.07	.00	23,548.07-	66.74-
22100	* Commonwealth's Attorney *	207,854.00	207,854.00	38,870.09	227,616.52	.00	19,762.52-	9.50-
31200	* Sheriff *	1,502,998.00	1,517,784.90	315,046.59	1,789,307.52	.00	271,522.62-	17.88-
31250	* School Resource Officer *	62,016.00	62,016.00	10,936.66	69,575.84	.00	7,559.84-	12.19-
31400	* E911 *	23,100.00	23,100.00	350.61	19,759.58	.00	3,340.42	14.46
32221	*Cumberland Vol.FIRE DEPT*	39,500.00	50,373.33	30,623.33	108,871.32	.00	58,497.99-	116.12-
32222	*Cartersville Volun.*	39,500.00	50,373.33	30,623.33	70,123.33	.00	19,750.00-	39.20-
32301	*Cumberland Vol. Rescue Squad*	39,500.00	39,500.00	83,505.61	341,096.71	.00	301,596.71-	763.53-
32302	*Prince Edward Vol. Rescue Squad*	9,500.00	9,500.00	4,750.00	14,250.00	.00	4,750.00-	50.00-
32303	*Randolph Fire Dept.*	39,500.00	50,373.34	30,623.34	70,123.34	.00	19,750.00-	39.20-
32304	*Cartersville Vol. Rescue Squad*	37,970.00	37,970.00	18,985.00	56,955.00	.00	18,985.00-	50.00-
32306	*Chesterfield Med-Flight Program*	300.00	300.00	300.00	7,926.13	.00	7,626.13-	542.04-
32400	* Forestry Service *	8,705.00	8,705.00	8,705.34	17,410.68	.00	8,705.68-	100.00-
32500	* CUMBERLAND FIRE & EMS *	17,102.00	17,102.00	5,031.55	15,208.55	.00	1,893.45	11.07
33300	* Probation Office *	1,328.00	1,241.00	61.20	744.52	.00	496.48	40.00
33400	* Correction & Detention *	275,000.00	275,000.00	81,744.58	313,720.77	.00	38,720.77-	14.08-
34100	* Building Inspections *	113,265.00	113,265.00	24,786.01	144,328.55	.00	31,063.55-	27.42-
35100	* Animal Control *	112,346.00	112,346.00	20,163.14	129,251.25	.00	16,905.25-	15.04-
35300	* Medical Examiner *	200.00	200.00	40.00	60.00	.00	140.00	70.00
42400	* Refuse Disposal *	596,376.00	596,376.00	128,550.09	717,499.46	.00	121,123.46-	20.30-
43200	* General Properties *	681,038.00	681,038.00	119,050.72	727,387.78	.00	46,349.78-	6.80-
51200	* Supplement of Local Health Dept *	98,753.00	98,753.00	24,778.25	114,470.47	.00	15,717.47-	15.91-
52500	* Chapter 10 Board - Crossroads *	34,000.00	34,000.00	17,000.00	51,000.00	.00	17,000.00-	50.00-
61230	* CSA Management *	31,517.00	31,517.00	4,417.33	38,173.98	.00	6,656.98-	21.12-
68000	* Community Colleges *	7,000.00	7,000.00	.00	11,137.00	.00	4,137.00-	59.10-
71500	* Recreation *	64,699.00	64,699.00	7,262.10	49,527.47	.00	15,171.53	23.44
73100	* Local Library *	115,450.00	115,450.00	57,725.00	173,175.00	.00	57,725.00-	50.00-
81100	* Planning Commission *	9,950.00	9,950.00	.00	9,933.15	.00	16.85	.16
81110	* Planning/Zoning Dept. *	67,403.00	67,403.00	15,827.41	74,179.16	.00	6,776.16-	10.05-
81200	* Community & Economic Developmnt *	19,052.00	19,052.00	8,054.88	22,709.89	.00	3,657.89-	19.19-

CUMBERLAND CO
EXPENDITURE SUMMARY
7/01/2017 - 8/02/2017

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	.00	47.92	.00	47.92	100.00-
81514	Transportation	10,570.00	10,570.00	10,590.00	21,180.00	.00	10,610.00-	100.37-
81535	* Farmville Area Chamber of Commerc	1,500.00	1,500.00	750.00	2,250.00	.00	750.00-	50.00-
81541	* Longwood Small Bus. Dev. Ctr. *	3,000.00	3,000.00	1,500.00	4,500.00	.00	1,500.00-	50.00-
81542	* Southside Violence Prevention *	5,000.00	5,000.00	2,500.00	7,500.00	.00	2,500.00-	50.00-
82401	*Peter Francisco SWD*	10,000.00	10,000.00	5,000.00	15,000.00	.00	5,000.00-	50.00-
83500	* Extension Agents *	50,563.00	50,563.00	11,664.78	47,144.88	.00	3,418.12	6.76
83501	holiday lake 4-h educational center	2,500.00	2,500.00	1,250.00	3,750.00	.00	1,250.00-	50.00-
90000	* NONDEPARTMENTAL *	16,000.00	16,000.00	1,789.97	10,357.43	.00	5,642.57	35.26
93100	**TRANSFERS**	8,094,568.00	8,094,568.00	1,261,103.54	6,965,272.12	.00	1,129,295.88	13.95
	--FUND TOTAL--	14,083,567.00	14,153,566.14	2,682,987.43	14,391,558.89	.00	237,992.75-	1.68-
FUND #-150								
22100	COMMONWEALTH'S ATTORNEY	.00	.00	636.13	4,820.74	.00	4,820.74-	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	636.13	7,620.74	.00	47,379.26	86.14
FUND #-170								
62100	HEALTH INSURANCE	2,100,000.00	2,100,000.00	321,332.30	2,601,344.40	.00	501,344.40-	23.87-
63100	DENTAL INSURANCE	132,875.00	132,875.00	4,889.70	110,882.28	.00	21,992.72	16.55
64100	PATIENT CENTERED OUTCOME FEE (PCOR)	.00	.00	.00	11,696.59	.00	11,696.59-	100.00-
	--FUND TOTAL--	2,232,875.00	2,232,875.00	326,222.00	2,723,923.27	.00	491,048.27-	21.99-
FUND #-201								
53100	* Administration *	1,302,121.00	1,404,223.82	94,565.14	1,275,300.38	.00	128,923.44	9.18
	--FUND TOTAL--	1,302,121.00	1,404,223.82	94,565.14	1,275,300.38	.00	128,923.44	9.18
FUND #-205								
61100		15,005,885.00	15,377,756.00	2,658,258.42	15,116,660.88	.00	261,095.12	1.69
	--FUND TOTAL--	15,005,885.00	15,377,756.00	2,658,258.42	15,116,660.88	.00	261,095.12	1.69
FUND #-207								
61100	GOVERNOR'S SCHOOL EXPENDITURES	1,160,759.00	1,160,759.00	76,086.13	901,351.17	.00	259,407.83	22.34
	--FUND TOTAL--	1,160,759.00	1,160,759.00	76,086.13	901,351.17	.00	259,407.83	22.34

CUMBERLAND CO
EXPENDITURE SUMMARY
7/01/2017 - 8/02/2017

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAINING
-----	-----	-----	-----	-----	-----	-----	-----	-----
FUND #-302								
94325	* MAINTENANCE - GENERAL PROPERTIES*	.00	.00	.00	14,185.00	.00	14,185.00-	100.00-
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	33,898.65	48,826.65	.00	48,826.65-	100.00-
95150	Real Property Acquisition	.00	.00	.00	66,293.57	.00	66,293.57-	100.00-
	--FUND TOTAL--	.00	.00	33,898.65	175,399.23	.00	175,399.23-	100.00-
FUND #-401								
67200	* Elementary School - Lit Loan *	221,667.00	221,667.00	.00	221,666.67	.00	.33	.00
67400	* COPS97 Loan *	373,788.00	373,788.00	.00	374,231.96	.00	443.96-	.11-
67500	* High/Middle School - VPSA Loan *	922,501.00	922,501.00	.00	923,200.23	.00	699.23-	.07-
67600	* HS/MS-VPSA LOAN #2 *	.00	.00	35.89-	128,971.87	.00	128,971.87-	100.00-
67700	PUBLIC FACILITY NOTE 2009	389,759.00	389,759.00	15,067.63	388,969.36	.00	789.64	.20
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	17,166,143.93	.00	15,674,741.93-	51.00-
95700	* Suntrust Loan - Courthouse *	248,697.00	248,697.00	.00	248,558.89	.00	138.11	.05
	--FUND TOTAL--	3,793,766.00	3,793,766.00	15,031.74	19,597,694.91	.00	15,803,928.91-	416.57-
FUND #-500								
53900		500,000.00	500,000.00	108,621.54	827,609.65	.00	327,609.65-	65.52-
	--FUND TOTAL--	500,000.00	500,000.00	108,621.54	827,609.65	.00	327,609.65-	65.52-
FUND #-501								
94900	* SEWER FUND - Enterprise Fund *	311,415.00	311,415.00	24,378.28	251,636.05	.00	59,778.95	19.19
95900	* WATER FUND - ENTERPRISE FUND *	130,425.00	130,425.00	9,584.65	109,568.34	.00	20,856.66	15.99
	--FUND TOTAL--	441,840.00	441,840.00	33,962.93	361,204.39	.00	80,635.61	18.24
FUND #-715								
81610	COMMUNITY CENTER PURCHASE	125,314.00	125,314.00	22,965.35-	94,028.15	.00	31,285.85	24.96
81620	MADISON INDUSTRIAL PARK	.00	357,909.00	592.07	578,080.15	.00	220,171.15-	61.51-
	--FUND TOTAL--	125,314.00	483,223.00	22,373.28-	672,108.30	.00	188,885.30-	39.08-
FUND #-733								
53010		23,500.00	23,500.00	870.00	19,185.17	.00	4,314.83	18.36
	--FUND TOTAL--	23,500.00	23,500.00	870.00	19,185.17	.00	4,314.83	18.36

8/02/2017

GL060AA

CUMBERLAND CO
EXPENDITURE SUMMARY
7/01/2017 - 8/02/2017

TIME 15:00 PAGE 9

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAINING
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	--FINAL TOTAL--	38,724,627.00	39,626,508.96	6,008,766.83	56,069,616.98	.00	16,443,108.02-	41.49-

County of Cumberland, VA
 Budget Transfers
 Year Ended June 30, 2017

POST TO COMPANY #001

ENTRY#	DESCRIPTION	FUND	ACCOUNT#	(+) DEBITS	(-) CREDITS
BT	Legal Services	General	4-100-012210-3150	85,854.30	
BT	Professional Services	General	4-100-012310-3100	9,824.00	
BT	EDP Equipment	General	4-100-012410-8007	5,504.00	
BT	Accounting	General	4-100-012430-1100	24,889.00	
BT	Data Processing	General	4-100-012510-3100	33,276.00	
BT	Electoral Board	General	4-100-013100-3200	5,648.00	
BT	Registrar	General	4-100-013200-1300	5,230.00	
BT	Circuit Court	General	4-100-021100-6001	1,264.00	
BT	Record Books & Restoration	General	4-100-021600-3172	13,628.00	
BT	Telecommunications	General	4-100-021900-5230	175.00	
BT	Commonwealth Attorney	General	4-100-022100-1100	1,050.00	
BT	Sheriff	General	4-100-031200-1100	71,069.50	
BT	Motor Vehicles	General	4-100-031200-8005	34,524.50	
BT	School Resource Officer	General	4-100-031250-1100	2,062.00	
BT	Cumberland Fire Dept.	General	4-100-032221-5650	38,748.00	
BT	Cumberland Rescue Squad	General	4-100-032301-5650	259,370.00	
BT	Med Flight Program	General	4-100-032306-1300	7,327.00	
BT	Building Inspections	General	4-100-034100-2300	17,861.00	
BT	Animal Control	General	4-100-035100-2300	6,848.00	
BT	Refuse Disposal/Other Contractual Services	General	4-100-042400-3160	64,252.00	
BT	CSA	General	4-100-061230-1300	4,664.00	
BT	Community College	General	4-100-068000-5650	4,137.00	
BT	Planning/Zoning	General	4-100-081110-1100	1,299.00	
BT	Clothes Closet	General	4-100-081513-5230	47.92	
BT	STEPS	General	4-100-081514-5650	10,590.00	
BT	Town of Farmville - Sales Tax	General	4-100-090000-1000	101.15	
BT	Transfer to Capital Projects	General	4-100-093100-9202	161,119.73	
BT	Transfer to CSA	General	4-100-093100-9222	49,461.27	
BT	Transfer to IDA	General	4-100-093100-9225	210,002.06	
BT	Transfer to Debt Service	General	4-100-093100-9227		1,129,826.43

County of Cumberland, VA
 Budget Supplements
 Year Ended June 30, 2017

POST TO COMPANY #001

ENTRY#	DESCRIPTION	FUND	ACCOUNT#	(+) DEBITS	(-) CREDITS
BS	Health Insurance Fund	Health Insurance	4-170-062100-2300	491,049.00	
BS	Maintenance Equipment	Capital Projects	4-302-094325-8005	14,185.00	
BS	Motor Vehicles & Equipment	Capital Projects	4-302-094337-8005	33,941.26	
BS	Randolph VFD	Capital Projects	4-302-094380-8005	12,152.76	
BS	Elementary School Repairs	Capital Projects	4-302-095101-3310	48,826.55	
BS	Rescue Squad Building	Capital Projects	4-302-095150-3310	66,293.57	
BS	Interest & Other Charges	Debt Service	4-401-067400-9120	443.96	
BS	Financial Advisor	Debt Service	4-401-067600-9155	50,226.40	
BS	Bond Counsel	Debt Service	4-401-067600-9160	45,000.00	
BS	Issuance Fees	Debt Service	4-401-067600-9180	32,781.36	
BS	Paying Agent Fee	Debt Service	4-401-067600-9190	1,000.00	
BS	Suntrust - Loan Principal	Debt Service	4-401-095600-9110	15,930,000.00	
BS	Suntrust - Interest	Debt Service	4-401-095600-9120	255,258.07	
BS	CSA	CSA	4-500-053900-3841	218,989.00	
BS	IDA	IDA	4-715-081620-3100	212,532.00	
BS	Balance Forward	Health Insurance	3-170-002002-0001		491,049.00
BS	Revenue Interest	General	3-100-001501-0001		15.41
BS	Transfer from General Fund	General	3-100-004105-0001		161,119.73
BS	Balance Forward	General	3-100-004106-0001		14,264.00
BS	Proceeds from VPSA	Debt Service	3-401-004104-0008		16,314,709.79
BS	State Revenue	CSA	3-500-002404-0013		218,989.00
BS	TICRC Grant	IDA	3-715-002404-0002		212,532.00



DATE: August 2, 2017
TO: Cumberland County Board of Supervisors
FROM: Nicci Edmondston
RE: August 8, 2017 Board Agenda Item Appropriation Request

Recommendation

Request for appropriation from 3-100-002307-0001 to 4-100-021600-3172 in the amount of \$7,178.00

3-100-002307-0001	\$7,178.00-
4-100-021600-3172	\$7,178.00+

Information

This request is submitted as funds have been received through our Treasurer's Office for a grant from the Virginia Circuit Court Records Preservation Program for the restoration of Deed Book 16.

Invoice

KOFILE TECHNOLOGIES
 (Formerly Known as Kofile Preservation, Inc. and
 Kofile Solutions, Inc.)

PO BOX 541028
 DALLAS, TX 75354
 Tel: 214-351-4800
 AR@kofile.us

Invoice No **Page**
 218752 1
Invoice date
 6/12/2017

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

Customer #	Order Number	Customer PO	Payment Terms	Sales Rep
VACUMC	6110095	LVA RECORDS 2017A	Net 30 Days	611 Caskie Graphics
Quantity	Item No.	Description	Unit Price	Extended Price
1.0000	20020	Deed Book 16 1819-1822 / Preservation	6,905.0000	6,905.00
1.0000	40001	Deed Book 16 1819-1822 / Imaging	273.0000	273.00

Approved
 21600-3172
 Sarah A. Spry



Subtotal: 7,178.00
Freight: 0.00
Sales tax: 0.00
Total Invoice Amount 7,178.00

Request For Appropriation

Department: Clerk's Office

Code: 21600

Appropriate from:

Code	Item	Amount
Va. Circuit Court Records Preservation Program-Library of VA		\$7,178.00

Appropriate to:

Code	Item	Amount
3172	Record Book and Restoration	\$7,178.00

Reason for Request:

I received a grant from the Virginia Circuit Court Records Preservation Program for the restoration of Deed Book 16. The money for this project is totally reimbursed to the County by this program, and the funds were received electronically by the Treasurer, Mr. Lee Pfeiffer.

Sarah A. Spryn

Signature

7/25/17

Date

Approved:

Board of Supervisors

Date



DATE: August 2, 2017
TO: Cumberland County Board of Supervisors
FROM: Nicci Edmondston
RE: August 8, 2017 Board Agenda Item Appropriation Request

Recommendation

Request for appropriation from 3-100-002404-0013 to 4-100-032304-5652 in the amount of \$9,970.48.

3-100-002404-0013	\$9,970.48-
4-100-032304-5652	\$9,970.48+

Information

This request is submitted as funds have been received through our Treasurer's Office for a grant from the Virginia Department of Health Four for Life Program. All funds are awarded to Cartersville Volunteer Rescue Squad.

Request For Appropriation

Department: Grants Administration

Code: _____

Appropriate from:

Code	Item	Amount
3-100-002404-0013	Emergency Medical Services Grant	\$9,970.48

Appropriate to:

Code	Item	Amount
4-100-032304-5652	Cartersville Vol. Rescue Squad Grants	\$9,970.48

Reason for Request:
Grants Disbursement

J. Roxanne Salerno

Signature

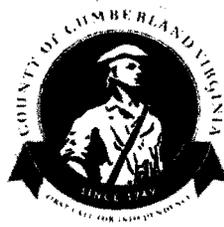
8-2-2017

Date

Approved:

Board of Supervisors

Date



S. Roxanne Salerno

Grants Administrator
Cumberland County
1 Courthouse Circle
P.O. Box 110
Cumberland, VA 23040

MEMO

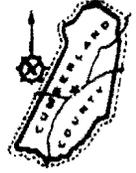
TO: Nicci Edmondston, Finance Director
FROM: Roxanne Salerno, Sr. Executive Assistant
DATE: 08/01/2017
RE: Virginia Department of Health Four for Life Program

This is to request the grant funds from the Virginia Department of Health Four for Life Program, which have been deposited with the Treasurer's office for Fiscal Year 2017, be distributed as follows:

Cartersville Volunteer Rescue Squad	\$9,970.48	4-100-032304-5652
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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. *JP*

RE: Four for Life funds

Date: August 1, 2017

This is to advise you that the Virginia Department of Health is remitting \$9,970.48 to Cumberland County from the 4 for Life Program. The revenue account # is 3-100-002404-0013. Please let me know if you need any additional information.

Cc: Roxanne Salerno
Nicci Edmondston

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

July 31, 2017

Real Estate

	<u>As of 6/30/17</u>	<u>As of 7/31/17</u>	<u>Change</u>	<u>% Collected</u>	<u>Abatements/ Exonerations</u>
2000-2005	\$ 5,638.67	\$ 5,638.67			
2006	4,345.80	4,195.25	150.55	3.46%	
2007	6,654.04	6,654.04			
2008	8,664.41	8,447.20	\$ 217.21	2.51%	
2009	11,725.14	11,674.80	50.34	0.43%	
2010	22,348.20	22,082.20	266.00	1.19%	
2011	40,185.73	39,817.01	368.72	0.92%	
2012	68,697.09	68,318.62	378.47	0.55%	
2013	103,713.13	102,271.30	1,441.83	1.39%	
2014	127,279.55	124,893.98	2,385.57	1.87%	
2015	175,869.68	169,484.63	6,385.05	3.63%	
2016	278,872.37	263,348.07	15,524.30	5.57%	
2017 (1st Half)	295,869.71	239,687.26	56,172.45	18.98%	499.57
Total	\$ 897,673.88	\$ 1,066,513.03	\$ 83,340.49		

Personal Property

	<u>As of 6/30/17</u>	<u>As of 7/31/17</u>	<u>Change</u>	<u>% Collected</u>	<u>Abatements/ Exonerations</u>
2012	\$ 29,301.26	\$ 28,825.59	\$ 475.67	1.62%	
2013	30,540.53	30,331.92	\$ 208.61	0.68%	
2014	36,615.10	35,611.32	1,003.78	2.74%	192.87
2015	55,091.68	51,872.48	3,219.20	5.84%	1021.70
2016	211,186.92	188,115.38	23,071.54	10.92%	3995.55
Total	\$ 362,735.49	\$ 334,756.69	\$ 27,978.80		

Collection Rates - As of July 31, 2017

Real Estate:

	Current Collection %	Prior Year %	Change
Tax Year - 2016	95.52%	95.44%	+0.08%
Tax Year - 2017 (First Half)	91.87%	91.08%	+0.79%

Personal Property:

	Current Collection %	Prior Year %	Change
Tax Year - 2015	98.17%	98.22%	- 0.05%
Tax Year - 2016	93.92%	94.74%	-0.82%

Transactions for DMV Select

July 2017

	# Transactions	Total \$	# Helped		# Transactions	Total \$	# Helped
1				17	34	\$707.78	8
2				18	27	\$1,161.50	8
3				19	21	\$1,110.65	12
4				20	29	\$987.92	11
5	58	\$3,219.00	13	21	50	\$3,511.77	6
6	26	\$1,759.27	7	22			
7	49	\$2,718.68	18	23			
8				24	37	\$1,001.25	9
9				25	40	\$4,367.95	9
10	47	\$1,665.79	12	26	23	\$1,126.11	11
11	26	\$951.70	8	27	38	\$1,811.75	9
12	18	\$1,460.31	13	28	55	\$2,218.00	10
13	18	\$397.42	4	29			
14	31	\$2,076.51	11	30			
15				31	107	\$8,663.81	16
16					734	\$40,917.17	195

CUMBERLAND COUNTY

**BUILDING INSPECTIONS
DEPARTMENT**



JULY 2017

**MONTHLY
REPORT**

**COUNTY of
CUMBERLAND
VIRGINIA**
FOUNDED • 1749

Building Official's Office

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Building Official
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July	Current Month	YTD	Current Month	YTD
	2016	2016	2017	2017
Singlewides	0	3	0	2
Doublewides	2	6	0	7
Modular	0	5	0	2
New Homes	1	4	1	6
Ag & Exempt	0	4	0	4
Garages & Carports	6	19	2	15
Additions & Remodels	1	12	0	18
Misc	7	74	9	78
Commercial	2	16	5	29
Totals	19	142	17	157

Total Fees Collected	\$2,524.39	\$18,998.01	\$2,082.62	\$21,004.19
E-911 Fees Collected	\$12.00	\$106.00	\$0.00	\$72.00
Zoning Fees Collected	\$30.00	\$161.00	\$10.00	\$200.00
S & E Fees Collected	\$0.00	\$500.00	\$0.00	\$400.00
Total Estimated Value	\$516,477.00	\$3,960,519.00	\$393,300.00	\$2,823,204.00
Admin. Fees	\$10.00	\$30.00	\$0.00	\$20.00
CO's Issued	1	21	3	31



**MINUTES OF THE CUMBERLAND COUNTY
PLANNING COMMISSION
Regular Meeting
Cumberland County Community Center Rm. C-8
Monday, April 24, 2017
6:30 p.m.**

PRESENT: Bill Burger, District 3, Chairman
Randy Bryant, District 1, Vice-Chairman
Stephen Donahue, District 2
Hubert Allen, District 4
Roland Gilliam, District 5
Irene Wyatt, At-Large
William Flippen, At-Large
David Meinhard, Board of Supervisors member

ALSO PRESENT: Sara Carter, Planning Director
Vivian Giles, County Administrator/Attorney

ABSENT: None

CALL TO ORDER AND ROLL CALL

Chairman Burger called the Planning Commission's regular meeting of Monday, April 24, 2017 to order at 6:30 p.m. and a quorum was established.

APPROVAL OF AGENDA

MOTION:

Commissioner Gilliam made a motion to approve the agenda. Commissioner Allen seconded. The motion carried unanimously with a vote of 7-0.

APPROVAL OF MINUTES (3/27/2017)

MOTION:

Commissioner Allen made a motion to approve the minutes from the March 27, 2017 meeting. Commissioner Donahue seconded. The motion carried unanimously with a vote of 7-0.

PUBLIC HEARING: REZ 17-01 T&B LANDSCAPING AND TREE SERVICE

Staff provided a summary of the case. The applicant is requesting rezoning from R-2 to B-1, General Business. There are no proffers associated with the case. VDOT staff has evaluated the site and confirmed that the sight distance requirements are met for an entrance. There are no water or wastewater needs anticipated with the proposed use. Currently, the applicant is planning to use the location for storage and staging, and will initially only construct one building.

Staff additionally informed the Commission that the applicant will require a waiver to the Subdivision Ordinance to allow a division without meeting the road frontage requirement. The property has road frontage on both Routes 60 and 45.

Chairman Burger opened the public hearing.

Monise Brown of Old Buckingham Road stated that she had received a letter about the proposal and wanted to know where on the property the business would be located. Upon hearing that the business would be on the Route 60 side of the property, she was satisfied.

The applicant introduced themselves to the Planning Commission and responded to their questions about their business.

Seeing no one else to speak, Chairman Burger closed the public hearing.

The Commissioners expressed support for the proposal. Commissioner Donahue also expressed support for the required waiver to allow subdivision of the site.

Chairman Burger asked if some trees on the back side of the new parcel would be possible to provide a buffer or transition. Staff responded that there would be a buffer required through the process as part of the site plan.

MOTION:

Commissioner Gilliam made a motion to recommend REZ 17-01 for approval to the Board of Supervisors. Commissioner Donahue seconded the motion. The motion passed unanimously 7-0.

MOTION:

Commissioner Donahue made a motion to approve the waiver request to the Subdivision Ordinance pursuant to Section 54-32 to allow the applicant to divide the property without meeting the frontage requirement, due to the existing lot configuration and VDOT's approval of an entrance at that location. Vice-Chairman Bryant seconded the motion. The motion passed unanimously 7-0.

GENERAL CITIZEN COMMENT

None.

OLD BUSINESS

None.

NEW BUSINESS

Staff updated the Commission that the next Cobbs Creek Plan meetings have been scheduled.

**MINUTES OF THE CUMBERLAND COUNTY
PLANNING COMMISSION
Regular Meeting
Cumberland County Community Center Rm. C-8
Monday, May 22, 2017
6:30 p.m.**

PRESENT: Bill Burger, District 3, Chairman
Randy Bryant, District 1, Vice-Chairman
Hubert Allen, District 4
Roland Gilliam, District 5
Irene Wyatt, At-Large
William Flippen, At-Large
David Meinhard, Board of Supervisors member

ALSO PRESENT: Sara Carter, Planning Director
Vivian Giles, County Administrator/Attorney

ABSENT: Stephen Donahue, District 2

CALL TO ORDER AND ROLL CALL

Chairman Burger called the Planning Commission's regular meeting of Monday, May 22, 2017 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 Wyatt seconded. The motion carried unanimously with a vote of 6-0.

APPROVAL OF MINUTES (4/24/2017)

MOTION:

Commissioner Allen made a motion to approve the minutes from the April 24, 2017 meeting. Vice-Chairman Bryant seconded. The motion carried unanimously with a vote of 6-0.

WAIVER REQUEST SW 17-02 TAVERNIER

Staff provided a summary of the case. The applicant is requesting a family division on the property that they have owned for twelve years. The division would be for five acres off of a private road, and they will provide an easement to their son's property. They require a waiver to the Ordinance to allow them to use the family division provision prior to having owned the property fifteen year.

MOTION:

Commissioner Allen made a motion to approved SW 17-02 to allow the Taverniers to use the family division provision in the Subdivision Ordinance. Commissioner Gilliam seconded the motion. The motion passed unanimously 6-0.

MOTION:

Commissioner Donahue made a motion to approve the waiver request to the Subdivision Ordinance pursuant to Section 54-32 to allow the applicant to divide the property without meeting the frontage requirement, due to the existing lot configuration and VDOT’s approval of an entrance at that location. Vice-Chairman Bryant seconded the motion. The motion passed unanimously 7-0.

POTENTIAL APPLICATION

Staff updated the Commission regarding a potential zoning case for a private school that would be located off of French’s Store Road. The potential applicant was not present. Should the application be submitted, there would likely need to be a CUP and Code Amendment.

COBBS CREEK LAND USE MEETING

Staff updated the Commission on the planned meetings on the plan amendment for the Cobbs Creek Reservoir area. Staff is anticipating that the meeting in May will provide three alternatives for consideration, with the hope of narrowing down to one of them for a starting point to narrow down details at a meeting on June 20.

Staff is planning to keep locations generalized on the final map for land use recommendations. Since the land is so undeveloped currently, this will allow the market and land owners to determine scale and location of development.

GENERAL CITIZEN COMMENT

Ms. Barbara Rivera came as a representative of the local Republican Party Committee. She expressed that the group is happy to assist the County in any way that they can.

OLD BUSINESS

None.

NEW BUSINESS

Staff discussed recent interest from citizens regarding tiny homes, either as an additional unit on a parcel, or even as a small development with several units on one parcel that would be intended as rental units. The particular proposal that was discussed would be difficult due to stormwater, VDOT and Health Department issues, as it would have six acres and ten units. Staff suggested that the proposal may be more workable if the proposed lot was in an area of the county with water and sewer facilities. The Commission discussed the idea, and confirmed that developments like these should happen where there is water and sewer availability.

Staff asked the Commission whether they wanted to consider a change in the amount of time that people are required to hold a property before it can be divided as a family division. The Commission discussed a change, but decided to leave the requirement as it exists and deal with less than fifteen years on a case by case basis.

Staff asked the Commission how they wanted to handle the draft Watershed Protection Ordinance that has been drafted by the Henrico County Attorney's Office. The Commission stated that they would like to have a worksession on this issue at their June workshop meeting.

Ms. Giles also updated the Commission regarding the Board of Supervisors meeting.

GENERAL COMMISSIONER COMMENTS

None.

ADJOURNMENT

MOTION:

At 7:19 p.m., Commissioner Allen moved to adjourn to the next Planning Commission meeting of Monday, June 12, 2017, at 6:30 p.m. 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

Sara Carter, Planning Director

Date

**MINUTES OF THE ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
COUNTY ADMINISTRATION BUILDING DOWNSTAIRS CONFERENCE ROOM
CUMBERLAND COUNTY COURTHOUSE COMPLEX
TUESDAY, MAY 23, 2017
9:00 A.M.**

PRESENT:

Fred Shumaker, Chairman
Leroy Pfeiffer, Sr., Vice Chair
James Henshaw, Director
John Lawhorne, Director
Joe Hazlegrove, Director

ABSENT:

Lou Seigel, Director
John Godsey, Director

ALSO PRESENT:

David Meinhard, Board of Supervisors
Vivian Seay Giles, County Administrator / County Attorney
Roxanne Salerno, Senior Executive Assistant
Sara Carter, Planning Director / Zoning Administrator

CALL TO ORDER AND ROLL CALL

Fred Shumaker called to order the meeting of the Economic Development Authority of Cumberland County, Virginia on Tuesday, May 23, 2017 at 9:00 a.m. and a quorum was established.

APPROVAL OF AGENDA

On a motion by Mr. Leroy Pfeiffer, Sr. and seconded by Mr. James Henshaw, the agenda was approved as presented. The motion carried unanimously 5-0.

APPROVAL OF MINUTES

On a motion by Mr. Leroy Pfeiffer, Sr. and seconded by Mr. James Henshaw, the minutes from the 1/24/2017 meeting was approved as presented. The motion carried unanimously 5-0.

DISCUSSION

On the agenda matter of the DEQ General Construction Permit, Sara Carter informed the Board of the three different permits that are currently in place for the shell building in the Cumberland Business Park and their need to be current or closed. The first permit is regarding the DEQ General Construction Permit, which concerns the placement of the original "Road A" access. Ms. Carter informed the board of the possibility of VDOT making the existing road that is being used into a VDOT approved road with three users, which would include the tower, county and an occupant in the building.

The second permit is a Storm Water permit that is currently being checked and worked on with DEQ, in which the inspections will continue until the project is completed. Ms. Carter informed the board that all measures were taken to address any issues the storm water permit may have and that staff has been working to re-seed and straw the denuded areas. Ms. Carter informed the board of recent visits from the DEQ inspector and the plan and actions that have been set in place for the next scheduled visit from the inspector.

The third is an US Army Corps of Engineers permit that concerns the purchasing of wetland credits in order to build or work on the areas of the property considered wetlands.

After discussion, the board advised that they would like to wait and see what happens with the next inspection and then consider those permits later.

Ms. Giles gave an update on a prospective business for the building that has had two visits to the site.

Ms. Giles also discussed the sign project and the need for more sign companies to give quotes and to discuss the sign placement with the landowner.

Ms. Giles advised the board that the re-naming of the road was going to be handled through the building inspections department and that possibly a resolution might be needed from the board to re-name the road.

PUBLIC COMMENT

None.

OLD BUSINESS

Mr. Pfeiffer asked about the status of the veterans call center, which has had no further discussion with the county. Mr. Pfeiffer also asked about the pricing of the building for prospects.

NEW BUSINESS

Mr. Lawhorne made a suggestion to consider in the future more green projects for the county, as these are highly sought businesses.

ADJOURN

The Board adjourned the meeting until the next regular meeting of the committee to be held July 25, 2017, at 9:00 a.m. in the County Administration Building Downstairs Conference Room, Cumberland County Courthouse Complex in Cumberland, Virginia.