



# CUMBERLAND COUNTY BOARD OF SUPERVISORS

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

November 14, 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. Dr. Amy Griffin, Superintendent of Cumberland County Public Schools **Information**
  - b. VDOT **Information**
  - c. Ms. Robin Sapp, Cumberland Public Library **Information**
  - d. Mr. Tom Perry, Chief, Cumberland Fire & EMS – Adoption of revised Cumberland County Emergency Operations Plan (EOP) **Motion**
6. **Public Comments (Part one)**
7. **Public Hearings**
  - a. Lease of County Property located at 1550 Anderson Hwy. with Cumberland Community Cares Food Bank (pg. 1-15) **Motion**
8. **County Attorney/County Administrator Report**
  - a. Consent agenda **Motion**
    - i. Approval of bills
    - ii. Approval of Minutes (October 10, 2017) (pg. 16-29)
9. **Finance Director's Report**
  - a. Monthly Budget Report (pg. 30-38) **Information**
  - b. CUCPS Appropriation Request - \$42,172 in grant funds (pg. 39-42) **Motion**
  - c. Appropriation request - \$3,992.37 for Insurance Recoveries (pg. 43-44) **Motion**
  - d. Appropriation request - \$6,038.00 in Tire Day Funds (pg. 45-48) **Motion**

- 10. Planning Director’s Report**
- a. Planning Project updates (pg. 49-50) **Information**
  - b. Set public hearing for CA 17-01 Revision of R-1 Density Countywide (pg. 51) **Motion**
  - c. Set public hearing for CA 17-02 Development Standards for RV campgrounds Countywide (pg. 52) **Motion**
  - d. Set public hearing for REZ 17-03 Cumberland Dollar General on Cumberland Road (pg. 53) **Motion**
- 11. Old Business**
- 12. New Business**
- 13. Public Comments (Part two)**
- 14. Board Members Comments**
- 15. Adjourn into Closed Meeting (pg. 54)** **Motion**
- Pursuant to VA. Code § 2.2-3711.A.7: Consultation with Legal Counsel;  
 Subject: Host Community Agreement  
 Pursuant to VA. Code § 2.2-3711.A.5: Discussion regarding prospective business where no previous announcement has been made;  
 Subject: New business opportunities at the Cumberland Business Park and elsewhere in the county
- 16. Reconvene in Open Meeting (pg. 55)** **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. 56-66)**
- a. Treasurer’s Report
  - b. DMV Report
  - c. Monthly Building Inspections Report
  - d. Approved Planning Commission meeting minutes – August 28, 2017
  - e. Approved IDA minute – N/A
- 18. Adjourn – Regular Meeting – December 12, 2017.**

# Deed of Lease

This **DEED OF LEASE** (the "Lease") is dated the 1<sup>st</sup> day of December, 2017, between **CUMBERLAND COUNTY, VIRGINIA**, a public body politic and political subdivision of the Commonwealth of Virginia, as **Grantor** ("Landlord"), and **CUMBERLAND COMMUNITY CARES FOOD BANK**, as **Grantee** ("Tenant"), recites and provides as follows:

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

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

*The building and curtilage known as 1550 Anderson Highway, Cumberland, Virginia 23040. 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.*

Tenant also has available the non-exclusive use of the improved and unimproved surface areas of the Center, more fully described as grass areas, sidewalks and the parking lot shared by Virginia Tech Extension Office (the "Common Areas"). Neither Tenant, nor anyone under the direction, control or supervision of Tenant shall access or occupy any other facility, building, or structure at the Center. Any further or future renovations, expansions, improvements, or additional appurtenances of the Premises are excluded from the Lease and will be provided for use by Tenant under separate agreement.

2. **USE OF PREMISES.** The Premises are to be used and occupied by Tenant for office use and food storage and distribution, or for such purpose or purposes as Tenant may now or hereafter be empowered or authorized by law to use same. Provided, however, that use of the Premises by Tenant for other than the uses in the preceding sentence shall be submitted to Landlord in writing for prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed.
3. **TERM.**
  - (a) The initial term of this Lease (the "Initial Term") shall be one (1) year, beginning on December 1, 2017 (the "Commencement Date") and terminating at midnight on November 20, 2018 (the "Termination Date").
  - (b) Landlord warrants that Landlord alone, at the time this Lease is executed, has the right to lease the Premises, without the consent of any other party. It

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

**4. RENT.**

Tenant shall pay no rent (the "Rent").

**5. POSSESSION, COVENANTS AND CONDITION OF PREMISES.**

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

- (f) Landlord covenants and agrees that it will not represent to any third party, including potential investors that, by virtue of making available facilities and providing services to the Tenant, it is in any way endorsing or has in any way approved or disapproved of the Tenant, its management, business plan, valuation or any other matter regarding the Tenant, its operations or use of the Premises.
- (g) The Tenant acknowledges that the Tenant has inspected and examined the Premises and that the Premises and the Common Areas are in acceptable condition to Tenant. Upon execution of this Lease, Tenant shall assume the risk of any adverse matters otherwise not covered in this Lease, including, but not limited to, zoning for its use, obtaining all necessary permits and approvals, including, without limitation, a certificate of occupancy. Therefore, the Tenant hereby accepts the Premises in an "as is" condition and acknowledges that the Landlord has not made any express or implied warranties with respect to the Premises.

**6. MAINTENANCE.**

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

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

**7. DAMAGE OR DESTRUCTION OF THE PREMISES.**

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

**8. ALTERATIONS BY THE TENANT.**

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

alterations and additions, and all fixtures, partitions, and other improvements made and/or installed by Tenant shall remain in Tenant.

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

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

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

Building. In addition, Landlord shall maintain broad form general commercial liability insurance sufficient to ensure reasonable financial responsibility in the event of liability for injury, loss or damage at the Premises, the common areas and facilities. In no event shall the limits of such insurance be considered as limiting the liability of Landlord under the Lease.

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

- (f) Landlord shall keep and maintain a policy of insurance on the building on the Property against loss or damage by fire and other risks now embraced by so-called broad form "all-risk" coverage in an amount not less than 100% of the then full replacement value of the insurable portion of the Property. Such "all risk" policy shall name the Landlord, and its successors and assigns, as additional insured's and the Landlord as the loss payee, pursuant to the loss payee clause. Tenant shall pay to Landlord all of the cost of maintaining such insurance within ten (10) days of Landlord's written notice to Tenant therefore. If Tenant fails to reimburse Landlord for the cost of such insurance within ten (10) days after Tenant receives from Landlord a statement setting forth such cost, then the cost to Landlord of performing the same shall be deemed additional Rent.
- (g) Tenant shall, within ten (10) days of the Commencement Date, deliver to Landlord a certificate of insurance and a receipt evidencing that the insurance required by this Lease is paid in full and in full force and effect. No insurance required by this Lease shall be cancelable except after thirty (30) days notice to Landlord. All insurance required by this Lease may be carried under blanket policies maintained by the Tenant or may be carried under a combination of primary insurance and umbrella coverage.
- (h) Each policy required hereunder shall provide that it shall not be cancelable without at least thirty (30) days' prior written notice to Landlord and each policy shall be issued by an insurer licensed to do business in the Commonwealth of Virginia and rated satisfactory to Landlord. Each policy required hereunder shall have attached thereto an endorsement to the effect that no act or omission of Tenant shall affect the obligation of the insurer to pay the full amount of any loss sustained. Each policy shall be in such form as Landlord may from time to time reasonably require.
- (i) If Tenant shall fail, refuse or neglect to obtain such insurance or maintain it, or to furnish Landlord with satisfactory evidence that it has done so and satisfactory evidence of payment of the premium of any policy, Landlord shall have the right, at Landlord's option, to purchase such insurance and to pay the premiums thereon or to pay the premiums on insurance for which Tenant should have paid. All such payments made by Landlord shall be recoverable by Landlord from Tenant on demand therefore and shall be deemed additional Rent hereunder.

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

## 11. ACCESSIBILITY BY PERSONS WITH DISABILITIES.

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

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

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

deduct the reasonable costs of such accommodation from the rents or other sums then otherwise due Landlord under the terms of this Lease, option and any renewal terms, or may terminate this Lease by giving three months' written notice to Landlord.

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

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

- (a) The Tenant, as indemnitor, shall save, defend, hold harmless, and indemnify Landlord and any of its successors and assigns, or any of them, from any and all suits, actions, damages, liability, cost and expenses (including, without limitation, reasonable attorneys' fees) arising from or out of any act or failure to act of the Tenant, its assignees, tenants, sub-tenants, agents, servants, employees, visitors or licensees, in or on the Premises or Common Areas, arising out of or in connection with the Tenant's continued possession, use and occupancy of the Premises, or resulting from any other claim, investigation, suit, demand, action or complaint or any other cause made by any party hereto or any third party, including, without limitation, Tenant, against Landlord or Tenant based, in whole or in part, on the Tenant's possession, use and occupancy of the Premises. Tenant's indemnification obligation hereunder shall be unlimited. Landlord and Landlord's agents, employees, and contractors shall not be liable for, and Tenant hereby releases Landlord from all claims for damage to person or property sustained by Tenant or any person claiming through Tenant resulting from fire, accident, occurrence or condition in or about the Premises or Common Areas which is not due to the gross negligence of the Landlord or to a breach by Landlord of its duties under this Lease. Further, all personal property of Tenant in the Premises shall be at the sole risk of Tenant.
- (b) This Lease shall be governed by, and construed according to, the laws of the Commonwealth of Virginia. The parties choose Cumberland County, Virginia, as the venue for any action instituted pursuant to the terms of this Lease.

**13. MUTUAL WAIVER OF SUBROGATION.** Landlord and Tenant each hereby release the other from any and all liability or responsibility to the other, or to any other party claiming through or under them by way of subrogation or otherwise, for any loss or damage to property caused by a casualty which is insurable under the standard fire and extended coverage insurance. Landlord and Tenant agree that all policies of insurance obtained by them pursuant to the terms of this Lease shall contain provisions or endorsements thereto waiving the insurer's rights of subrogation with respect to claims against the other, and, unless the policies permit waiver of subrogation without notice to the insurer, each shall notify its insurance

companies of the existence of the waiver and indemnity provisions set forth in this Lease.

**14. OPTION, TERMINATION, RENEWAL, AND HOLDOVER.**

- (a) Options. Reserved.
- (b) Termination. Reserved.
- (c) Renewal. The term of this Lease may be extended for additional periods ("Renewal Term") upon the mutual written consent of the parties. The parties hereto agree to discuss the possible extension of this Lease not less than ninety (90) days prior to the Termination Date of the Initial Term or Renewal Term, as applicable for this Lease. The parties hereto also agree to execute a written extension not less than thirty (30) days prior the Termination Date of the Initial Term or Renewal Term, as applicable to this Lease.
- (d) Holdover. Reserved.
- (e) Condition of Premises. At the termination of this Lease, Tenant shall peaceably deliver the Premises in the same condition as originally accepted, nominal damage and normal wear and tear excepted, and subject to any provisions to make repairs and restoration, as provided herein.
- (f) Posting of Notice. Reserved.

**15. 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:

Cumberland Community Cares Food Bank

\_\_\_\_\_  
\_\_\_\_\_

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

Cumberland County Administrator  
Post Office Box 110  
Cumberland, Virginia 23040

- (c) Wherever a notice is required under this Lease, notice shall be deemed to

have been duly given if in writing and either: (i) personally served; (ii) delivered by prepaid nationally recognized overnight courier service; or (iii) forwarded by Registered or Certified mail, return receipt requested, postage prepaid.

- (d) Each such notice shall be deemed to have been given to or served upon the party to which addressed on the date the same is received by the party or delivery is refused. Each party to this Lease shall notify the other party of a new address at which to mail notices, which notice shall be given in the manner provided above, and unless and until such notice of new address is given, notices to a party hereto shall be sufficient if mailed to such party's address as specified in Section 17(a) or Section 17(b), as appropriate.
- (e) Where notice is sent by an alternative method, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is addressed.

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

**17. DEFAULT.**

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

Lease permits the non-breaching party to take certain actions as a result of a breach by the other party.

- (c) If Tenant does not perform any covenant, agreement, or obligation of Tenant pursuant to this Lease and such default continues for thirty (30) days after written notice thereof is given to Tenant (provided, however, if such non-monetary default cannot be reasonably cured within such thirty (30) day period, Tenant shall not be in default hereunder so long as Tenant commences the cure of such default within such thirty (30) day period and thereafter diligently pursues the cure thereof), or if Tenant should become bankrupt or insolvent or any other debtor proceedings are taken by or against Tenant, or if Tenant vacates or attempts to vacate the Premises, Tenant shall be in default hereunder, and in any case, upon such a default Landlord shall have the following rights and remedies:
- (i) Landlord may terminate this Lease by written notice to Tenant, in which event this Lease, all rights of Tenant, and all duties of Landlord shall immediately cease and terminate and (i) the Landlord may re-enter and take possession of the Premises, (ii) remove all persons and property from the Premises, (iii) at the expense of Tenant, sell, store or otherwise dispose of such property at any price or cost deemed appropriate by the Landlord, in its sole discretion, and apply such proceeds to any amounts owed by Tenant to Landlord hereunder (for the purposes hereof and at the option of the Landlord, upon a default of this Lease and five (5) days previous written notice to Tenant, Tenant shall be deemed to quitclaim all right, title and interest of such property to Landlord), and (iv) enjoy the Premises free of Tenant's estate pursuant to this Lease, without prejudice, however, to any and all rights of action against Tenant that Landlord may have for Rent through the date of termination, damages, or breach of this Lease, in respect of which Tenant shall remain and continue to be liable notwithstanding such termination. Landlord shall have the right to take such action without being guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.
- (ii) Without terminating this Lease, Landlord shall have the right to lawfully re-enter the Premises and at the expense of Tenant, sell, store or otherwise dispose of such property at any price or cost deemed appropriate by the Landlord, in its sole discretion, and apply such proceeds to any amounts owed by Tenant to Landlord hereunder (for the purposes hereof, upon a default of this Lease and five (5) days previous written notice to Tenant, Tenant shall be deemed to quitclaim all right, title and interest of such property to Landlord). Landlord shall have the right to take such action without being guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. If Landlord elects to re-enter the Premises or

takes possession of the Premises pursuant to this subparagraph (B), Landlord may, at its option, re-let the Premises or any portion thereof for the benefit of Tenant for such term or terms (whether shorter or longer than the term of this Lease) and at such rental and upon such other terms and conditions as are commercially reasonable, and, at the expense of Tenant, Landlord shall have the right to make such repairs or alterations to the Premises as Landlord reasonably deems necessary in order to re-let the same. Provided this Lease has not been terminated by Landlord, upon each such re-letting, all rentals actually received by Landlord from such re-letting applicable to the unexpired term of this Lease shall be applied as follows: First, to the payment of any costs and expenses of such re-letting, including costs incurred by Landlord for brokerage fees, legal fees and alteration and repairs to the Premises; Second, to the payment of any indebtedness other than Rent due hereunder from Tenant; and Third, to payment of any unpaid portion of Rent then due. No such re-entry or taking of possession of the Premises by Landlord shall be construed or shall operate as an election by Landlord to terminate this Lease unless written notice of termination is given by Landlord to Tenant.

- (iii) Landlord shall have all remedies available pursuant to applicable law.
- (iv) All remedies of Landlord shall be cumulative and the election by Landlord of any remedy shall not prevent or be deemed a waiver of Landlord's right to thereafter exercise any other remedy available. Tenant agrees to pay upon demand all costs, fees and expenses (including reasonable attorney's fees) incurred by Landlord in enforcing this Lease.

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

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

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

- 20. ENVIRONMENTAL COMPLIANCE BY TENANT.** Tenant shall not conduct, and shall not cause to be conducted, any operations or activities at the Leased Premises not in compliance with, and shall in all other respects applicable to the Leased Premises comply with, all applicable present and future federal, state, municipal and other governmental statutes, ordinances, regulations, orders, directives, guidelines, and other requirements, and all present and future requirements of common law, concerning the environment (“Environmental Laws”) including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 9601 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., and the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., and (i) those relating to the generation, use, handling, treatment, storage, transportation, release, emission, disposal, remediation or presence of any material, substance, liquid, effluent or product, including, without limitation, hazardous substances, hazardous waste or hazardous materials, (ii) those concerning conditions at, above, or below the surface of the ground, and (iii) those concerning conditions in, at or outside of buildings.
- 21. 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.
- 22. WAIVER.** The failure of Landlord to insist upon strict observance of any of the terms or conditions of this Lease at any time shall not be deemed a waiver of the Landlord's right to insist upon strict observance thereafter.

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

**LANDLORD: CUMBERLAND COUNTY, VIRGINIA**

By: \_\_\_\_\_  
 Vivian Seay Giles, County Administrator

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

The foregoing Deed of Lease was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by Vivian Seay Giles acting in her capacity as County Administrator of CUMBERLAND COUNTY, VIRGINIA, on behalf of Cumberland County.

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

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

**TENANT: CUMBERLAND COMMUNITY CARES FOOD BANK**

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

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

The foregoing Deed of Lease was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_ acting in his capacity \_\_\_\_\_ of Cumberland Community Cares Food Bank.

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

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

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

APPROVED AS TO FORM:

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

At a meeting of the Cumberland County Board of Supervisors held at 6:00 p.m. on the 10<sup>th</sup> day of October, 2017, at the Cumberland County Circuit Court Room:

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

Absent: None

**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 amended:

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

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

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

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

- This is homecoming week. The Homecoming football game is Friday, October 13, 2017 at 7 p.m. The Homecoming dance is Saturday.
- The Virginia Opera performed “Trish and the Fish” a few weeks ago that was provided by grant funds
- 29 carpentry students that earned their OSHA certificates
- “See you at the pole” was held in September
- The NAACP recognized the African American Males that are employed by the school division.
- The Cumberland County Public Schools Foundation held the “Walk for Education” on October 6, 2017.
- Senator Mark Peake visited the School Board members yesterday
- The Schools CIP meeting will be held Wednesday, October 11, 2017

- b) VDOT

Ms. Carrie Shephard, Assistant Resident Engineer, provided the Board with the following update:

- A contractor is currently conducting surface treatment.

- VDOT is preparing routes for the Rural Rustic hard surfacing
- Rt. 735, Mt. Airy Lane, recently had the ditches pooled and the brush cut, then they will be moving on to Rt. 667, Carter Road and Rt. 703, Hunters Trail.
- Rt. 690, Columbia Road, has been patched in some areas

Supervisor Wheeler relayed compliments from citizens regarding the work recently done on Stoney Point Mill Road. Supervisor Wheeler inquired about surface treatment in the Kimberly Hills Subdivision. Ms. Shephard stated she would check.

- c) Ms. Robin Sapp, Cumberland Public Library

Ms. Sapp was not in attendance.

- d) Mrs. Doris Seal, Cumberland Community Cares Food Bank

Mrs. Doris Seal, member of the Cumberland Community Cares (CCC) Food Bank, provided the Board with a pamphlet of information regarding the proposed Food Bank. Mrs. Seal and other citizens have participated with FEEDMORE of Richmond to provide Cumberland Citizens with a mobile Food Pantry since May 2014, at which time they began serving 79 families; the group is currently serving 194 families, and expects to serve close to 250 families by the end of 2017.

Cumberland is considered a food desert, which is an underserved community or area where there is limited access to a grocery store. In Cumberland, 83% of the population is eligible for Federal Nutrition Assistance such as SNAP (Supplemental Nutrition Assistance Program), WIC (Women, Infants and Children), free school meals, etc. 16.7% of community members are considered food insecure at any given time. (This information was provided by CCC).

Mrs. Seal informed the Board that CCC has applied for, and has been approved for, two grants. The FEEDMORE Refrigeration grant will provide CCC with one (1) forty-four cubic foot refrigerator and one (1) forty-four cubic foot freezer. The FEMA Emergency Food and Shelter Program grant was an award for \$3,500.00. These grant funds will allow for the purchase of shelving and other necessities to ensure compliance with FEEDMORE's regulations.

On behalf of CCC, Mrs. Doris Seal requested use of the County owned building located at 1550 Anderson Highway, just behind the Extension Office, for a permanent location for the Cumberland Community Cares Food Bank. Ms. Linda Eanes spoke to the Board in support of the use of the said county building by CCC for a Food Bank, and anticipates a partnership with CCC to expand programming efforts to include sponsoring a Farmers Market in the future and offering healthy eating classes. Mrs. Seal thanked the Board for their ongoing support in allowing them to utilize the current Mobile Food Pantry location at the Cafeteria at the Cumberland Community Center. Ms. Vivian Giles, County Attorney, informed the Board that this request would require a public hearing as it would be a lease of county owned property.

- e) Mr. Tom Perry, Fire & EMS Chief – Adopt Cumberland Emergency Operations Plan as amended

The Chairman stated that the Board will review the document provided and take action at the November 14, 2017 Board meeting.

## 6. **Public Comments**

Mr. Scott Newton voiced his concerns with the safety of an intersection of Duncan Store Road at the fence of the tank farm. Mr. Newton also discussed the economic opportunities that can result from the construction of the ACP in our county. He expressed

concern that too much of the money being spent by construction workers is going to other counties.

## 7. **Public Hearings**

### a) CUP 17-04 Sportsman Campground – Jackie Ford

Zoning Administrator, Sara Carter informed the Board that Mr. & Mrs. Jackie and Della Ford are seeking a Conditional Use Permit for a four unit RV Campground for construction workers at Cobbs Creek and sportsman that may come in for hunting, to be constructed on a four and a half acre lot that is currently zoned A-2. They also foresee their daughter building a house on this lot. The property is currently vacant. Mr. Ford has worked with VDoT on their requirements. He is also working with an AOSE for septic and well. A Department of Health campground permit will also be required.

The proposed use is not within a designated growth area in the Comprehensive Plan. The proposed use is compatible with surrounding zoning and the intent of the district of impacts on adjacent neighbors can be addressed. The Planning Commission recommended denial of this application on a 4-1-1 vote. The concerns stated by the Commission were the density of the property, the overall acreage compared to other similar projects, issues with enforcing no permanent occupancy on an increasing number of campgrounds throughout the county, and inconsistency with the surrounding area.

The Board discussed the proposal with Mr. Ford. The Chairman then opened up the public hearing. Mr. Scott Newton reiterated the cooperation between state and local offices regarding the regulations required for a campground. Mr. Rob McLean voiced his concerns and opposition for the project. He stated that it was nothing personal against Mr. & Mrs. Ford, but he felt that the county is ill-prepared for sites such as these. Mr. Roger Nelson is s Soil Scientist who spoke

in favor of the project. He stated that the property is in full compliance with the Virginia Department of Health, and the roads are sufficient.

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

Supervisor Meinhard made a motion, which carried by the following vote, that the Board approved CUP 17-04 so long as the VDH requirements are met for the water and wastewater, and the VDOT requirements are met for the roadway entrance, and with the following conditions:

1. Number and type of recreational vehicles permitted: There shall be no more than four (4) recreational vehicles on the property.
2. Septic, well and electrical connections: The applicant shall comply with all federal, state and local regulations pertaining to the use of private water, sewer and electricity. The applicant shall provide a written letter from the Cumberland County Health Department indicating the maximum number of permanent camping sites for temporary recreational vehicles permitted on the property. Plans and permits must be approved by the Cumberland County Health Department prior to usage of the campsites. A building permit shall be required from Cumberland County for the project, which (among other things) will approve the proposed electrical connections to the recreational vehicles.
3. Scaled plan required: Prior to placement of any units on the site, the applicant shall provide a scaled plan noting the locations and spacing of the recreational vehicles on the property as well as all drive and parking areas and distances from all property lines. All recreational vehicles shall meet the same setbacks as a dwelling unit. The scaled plan shall also clearly show the location of all on-site utilities (water, sewer and electrical). Recreational vehicles shall be separated by a minimum of 10 feet from each other.
4. Community safety: If county or state law enforcement is required to respond to restore order to those on the property more than two (2) times in a thirty (30) day period the conditional use permit shall be reviewed by the Board of Supervisors, and may be revoked at the Board's discretion.
5. Refuse disposal: Trash will be removed from the site at least once a week whenever there are RV's on site.

6. Noise control: Noise shall be restricted between the hours of 11:00 p.m. and 7:00 a.m. daily. The noise and sound level shall be undetectable at all property lines and at conversation levels on the property so as not to disturb other temporarily housed individuals or adjacent properties.
7. Prior to the usage of the property for any RV units, the applicant shall be required to construct a low volume commercial entrance and obtain a VDOT entrance permit.
8. Temporary residency/ no commercial activity permitted: Permanent residency may not be established on the property unless meeting all applicable subdivision and zoning regulations. No more than one temporary address shall be assigned to the property for the temporary residences. No commercial activity shall be conducted on the property.
9. Right to Entry: The Cumberland County Zoning Administrator shall have the right to enter the property with 48 hours notice to the owner to ensure compliance with all conditions stated herein and compliance to the definition of an RV campground, as contained in Chapter 74 of the County Code.
10. Renewal of conditional use permit: Regular renewal of the conditional use permit shall be required to demonstrate continued compliance. Such renewals shall be subject to providing documentation from each referring state and local agency as to the applicant's performance and compliance with the criteria used to approve the use, as well as a review of any code infractions and/or violations. Renewals shall be based upon the following schedule:
  - a. 1 year after approval;
  - b. 2 years after approval;
  - c. 5 years after approval;
  - d. Every five years thereafter;
  - e. Renewal shall be required upon any change in property ownership, program provider, licensing type and/or management.

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

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

- a) Consent Agenda
  - 1) Approval of Bills for September 2017 and October 2017. Approved bills for October 10, 2017 are

\$362,415.51. Ratified bills for September 13, 2017 to October 09, 2017 of warrants total \$346,368.04 with check numbers ranging from 75998 - 76263. Direct Deposits total \$160,894.49.

- 2) Approval of Minutes (September 12, 2017)

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

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

- b) Mid-Atlantic Broadband request for tax exemption

County Attorney, Vivian Giles, informed the Board that there was a typo on the agenda, and that Mid-Atlantic Broadband is requesting exemption for personal property taxes, not real estate. Mid-Atlantic Broadband anticipates future infrastructure in Cumberland County, and therefore they are requesting tax exempt status. They currently pay approximately \$2,250 per year. The Board directed Ms. Giles to look into the possibility of using the tax exemption as an economic incentive. No action was taken on this item.

- c) Reappointment of Carolyn Helgeson to Piedmont ASAP

On a motion by Supervisor Osl, and carried unanimously, the Board reappointed Carolyn Helgeson to Piedmont ASAP:

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

**9. Finance Director's Report**

- a) Monthly budget Report

There was no discussion regarding the monthly budget report.

- b) Cumberland Recreation appropriation request - \$571.00 for Cheerleading funds:

On a motion by Supervisor Osl and carried unanimously, the Board approved an appropriation request from Cumberland Recreation Department for \$571.00 in cheerleading funds:

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

- c) Cumberland Recreation appropriation request - \$867.00 for Cheerleading funds:

On a motion by Supervisor Osl and carried unanimously, the Board approved an appropriation request from Cumberland Recreation Department for \$867.00 in cheerleading funds:

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

- d) Appropriation of grant funds - \$86,200 from the PSAP grant for CADD Software:

On a motion by Supervisor Osl and carried unanimously, the Board approved an appropriation request in the amount of \$86,200 for grant funds for CAD Software:

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

e) Capital Improvements Program (CIP) Schedule

On a motion by Supervisor Wheeler and carried unanimously, the Board approved the Capital Improvements Plan (CIP) Schedule as presented:

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

f) Budget Calendar FY2018-2019

On a motion by Supervisor Wheeler and carried unanimously, the Board approved the Budget calendar for FY2018-2019 as presented:

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

**10. Planning Director's Report**

a) Planning Project update

There was no discussion on the Planning Project updates.

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

b) CUP 16-01 Robbie Lipscomb renewal request

Robert and Whitney Lipscomb require a renewal of their Conditional Use Permit 16-01 for the operation of their Event Barn. They are in full compliance with all conditions, and there have been no complaints about the use. Staff recommends approval for the next year, per the conditions of the permit.

On a motion by Supervisor Banks and carried unanimously, the Board approved the renewal of CUP 16-01 Robbie Lipscomb for the event barn:

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

**11. Old Business**

None

**12. New Business**

None

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

Ms. Rose McClinton asked the Board if the county receives any money from the rental of the RVs. She suggested the county

permit each RV site so as to collect more money to repair roads and assist with the services the county provides.

**14. Board Member Comments**

Supervisor Banks suggested that staff draft regulations or a local ordinance related to campgrounds to make them more consistent and predictable. The Chairman also stated that he would like to see a local ordinance to provide a single process by which all proposed campgrounds could be permitted.

Supervisor Wheeler made a motion to approve the purchase of a third car for the Sheriff’s Department, which was approved by the following vote:

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

**15. Adjourn into Closed Meeting-**

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

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

Subject: Community Host Agreement

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

Subject: Employees duties, assignments and salaries

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

**16. Reconvene in Open Meeting-**

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

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

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

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

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

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

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

On a motion by Supervisor Osl and carried unanimously, the Board set a public hearing for the lease of county property located

at 1550 Anderson Highway, for the next regular meeting to be held on November 14, 2017:

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

**17. 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 – N/A

**18. Adjourn -**

On a motion by Supervisor Wheeler and carried unanimously, the Board adjourned the meeting until the next regular meeting of the Board to be held on November 14, 2017 at 7:00 p.m. in the Circuit Court Room of the Cumberland Courthouse.

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

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Wm. Kevin Ingle, Chairman

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Vivian Giles, County Administrator/County Attorney

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

## Monthly Financial Report To Council For November 2017

|                                     | Estimated 2017/2018<br>Budget to Date<br>----- | Actual 2017/2018<br>Budget to Date<br>----- | (Over) or Under<br>Budget to Date<br>----- |
|-------------------------------------|--|---|--|
| <b>Revenue</b>                      |  |   |  |
| Balance Forward                     |  | 4,507,693.25                                |  |
| Fund Revenue                        | 38,536,923.00                                  | 12,259,685.72                               | 26,277,237.28                              |
| <b>Total Revenue</b>                | <b>38,536,923.00</b>                           | <b>16,767,378.97</b>                        | <b>21,769,544.03</b>                       |
| <b>Expenditures</b>                 |  |   |  |
| * Board of Supervisors *            | 46,357.00                                      | 17,210.48                                   | 29,146.52                                  |
| * County Administrator *            | 293,883.00                                     | 96,631.97                                   | 197,251.03                                 |
| * Legal Services *                  | 2,500.00                                       | 7,976.00                                    | (5,476.00)                                 |
| * Independent Auditor *             | 36,000.00                                      | 1,186.69                                    | 34,813.31                                  |
| * Commissioner of Revenue *         | 244,927.00                                     | 80,176.78                                   | 164,750.22                                 |
| * Assessor *                        | 72,000.00                                      |   | 72,000.00                                  |
| * License Bureau *                  |  | 224.97                                      | (224.97)                                   |
| * Treasurer *                       | 291,933.00                                     | 95,293.14                                   | 196,639.86                                 |
| * Accounting *                      | 167,228.00                                     | 50,323.37                                   | 116,904.63                                 |
| * Data Processing *                 | 297,350.00                                     | 76,472.26                                   | 220,877.74                                 |
| * Electoral Board *                 | 25,076.00                                      | 2,775.56                                    | 22,300.44                                  |
| * Registrar *                       | 92,869.00                                      | 29,882.25                                   | 62,986.75                                  |
| * Circuit Court *                   | 14,810.00                                      | 152.00                                      | 14,658.00                                  |
| * General District Court *          | 10,700.00                                      | 3,017.64                                    | 7,682.36                                   |
| * Magistrate *                      | 1,125.00                                       | 86.48                                       | 1,038.52                                   |
| * Clerk of Circuit Court *          | 221,249.00                                     | 67,545.67                                   | 153,703.33                                 |
| * Law Library *                     | 1,200.00                                       | 316.31                                      | 883.69                                     |
| * Victim and Witness Assistance *   | 61,639.00                                      | 1,478.35                                    | 60,160.65                                  |
| * Commonwealth's Attorney *         | 216,384.00                                     | 72,321.52                                   | 144,062.48                                 |
| * Sheriff *                         | 1,595,104.00                                   | 735,420.20                                  | 859,683.80                                 |
| * School Resource Officer *         | 65,290.00                                      | 21,813.14                                   | 43,476.86                                  |
| * E911 *                            | 28,600.00                                      | 1,601.42                                    | 26,998.58                                  |
| *Cumberland Vol.FIRE DEPT*          | 39,500.00                                      | 19,750.00                                   | 19,750.00                                  |
| *Cartersville Volun.*               | 39,500.00                                      | 19,750.00                                   | 19,750.00                                  |
| *Cumberland Vol. Rescue Squad*      |  | 42,541.73                                   | (42,541.73)                                |
| *Prince Edward Vol. Rescue Squad*   | 9,500.00                                       | 4,750.00                                    | 4,750.00                                   |
| *Randolph Fire Dept.*               | 39,500.00                                      | 19,750.00                                   | 19,750.00                                  |
| *Cartersville Vol. Rescue Squad*    | 37,970.00                                      | 28,955.48                                   | 9,014.52                                   |
| *Chesterfield Med-Flight Program*   | 300.00   | 300.00                                      |  |
| * Forestry Service *                | 8,705.00                                       | 17,410.68                                   | (8,705.68)                                 |
| * CUMBERLAND FIRE & EMS *           | 474,530.00                                     | 89,622.04                                   | 384,907.96                                 |
| * Probation Office *                | 950.00   | 230.93                                      | 719.07                                     |
| * Correction & Detention *          | 275,000.00                                     | 230,435.19                                  | 44,564.81                                  |
| * Building Inspections *            | 137,280.00                                     | 45,728.23                                   | 91,551.77                                  |
| * Animal Control *                  | 124,180.00                                     | 38,721.34                                   | 85,458.66                                  |
| * Medical Examiner *                |  | 80.00                                       | (80.00)                                    |
| * Refuse Disposal *                 | 648,263.00                                     | 175,011.05                                  | 473,251.95                                 |
| * General Properties *              | 728,504.00                                     | 223,511.88                                  | 504,992.12                                 |
| * Supplement of Local Health Dept * | 99,113.00                                      | 41,082.96                                   | 58,030.04                                  |
| * Chapter 10 Board - Crossroads *   | 34,000.00                                      | 17,000.00                                   | 17,000.00                                  |
| * CSA Management *                  | 33,371.00                                      | 9,356.33                                    | 24,014.67                                  |
| * Community Colleges *              | 8,000.00                                       |   | 8,000.00                                   |

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

## Monthly Financial Report To Council For November 2017

|                                     | Estimated 2017/2018<br>Budget to Date<br>----- | Actual 2017/2018<br>Budget to Date<br>----- | (Over) or Under<br>Budget to Date<br>----- |
|-------------------------------------|--|---|--|
| <b>Expenditures</b>                 |  |   |  |
| * Recreation *                      | 60,677.00                                      | 20,035.80                                   | 40,641.20                                  |
| * Local Library *                   | 115,450.00                                     | 57,725.00                                   | 57,725.00                                  |
| * Planning Commission *             | 9,950.00                                       | 1,656.44                                    | 8,293.56                                   |
| * Planning/Zoning Dept. *           | 70,240.00                                      | 22,799.54                                   | 47,440.46                                  |
| * Community & Economic Developmnt * | 17,052.00                                      | 15,451.00                                   | 1,601.00                                   |
| * Board of Zoning Appeals *         | 650.00   |   | 650.00                                     |
|                                     | 10,590.00                                      | 10,590.00                                   |  |
| * Farmville Area Chamber of Commerc | 1,500.00                                       | 750.00                                      | 750.00                                     |
| * Longwood Small Bus. Dev. Ctr. *   | 3,000.00                                       | 1,500.00                                    | 1,500.00                                   |
| * Southside Violence Prevention *   | 5,000.00                                       | 2,500.00                                    | 2,500.00                                   |
| *Peter Francisco SWD*               | 10,000.00                                      | 5,000.00                                    | 5,000.00                                   |
| * Extension Agents *                | 51,645.00                                      | 667.64                                      | 50,977.36                                  |
|                                     | 2,500.00                                       | 1,250.00                                    | 1,250.00                                   |
| * NONDEPARTMENTAL *                 | 24,400.00                                      | 1,546.99                                    | 22,853.01                                  |
| **TRANSFERS**                       | 7,346,609.00                                   | 2,252,516.70                                | 5,094,092.30                               |
| COMMONWEALTH'S ATTORNEY             | 5,000.00                                       |   | 5,000.00                                   |
| SHERIFF                             | 50,000.00                                      | 2,833.33                                    | 47,166.67                                  |
| HEALTH INSURANCE                    | 2,187,030.00                                   | 597,920.94                                  | 1,589,109.06                               |
| DENTAL INSURANCE                    | 138,600.00                                     | 41,211.16                                   | 97,388.84                                  |
| PATIENT CENTERED OUTCOME FEE(PCOR)  | 12,300.00                                      | 618.45                                      | 11,681.55                                  |
| * Administration *                  | 1,384,961.00                                   | 449,434.06                                  | 935,526.94                                 |
|                                     | 14,816,134.00                                  | 3,969,757.82                                | 10,846,376.18                              |
|                                     | 1,201,311.00                                   | 287,714.23                                  | 913,596.77                                 |
| * Sheriff's Office *                | 66,000.00                                      |   | 66,000.00                                  |
| * Elementary School - Lit Loan *    | 216,667.00                                     |   | 216,667.00                                 |
| * COPS97 Loan *                     | 371,475.00                                     | 372,225.00                                  | (750.00)                                   |
| * High/Middle School - VPSA Loan *  | 808,419.00                                     | 743,332.99                                  | 65,086.01                                  |
| * HS/MS-VPSA LOAN #2 *              |  | 485,928.26                                  | (485,928.26)                               |
| PUBLIC FACILITY NOTE 2009           | 389,751.00                                     | 275,270.52                                  | 114,480.48                                 |
| * AMERESCO *                        | 150,113.00                                     | 150,113.00                                  |  |
| * SunTrust Loan-HS/MS *             | 907,501.00                                     |   | 907,501.00                                 |
| * Suntrust Loan - Courthouse *      | 248,695.00                                     | 235,112.25                                  | 13,582.75                                  |
|                                     | 750,000.00                                     | 485,958.60                                  | 264,041.40                                 |
| * SEWER FUND - Enterprise Fund *    | 272,054.00                                     | 112,534.76                                  | 159,519.24                                 |
| * WATER FUND - ENTERPRISE FUND *    | 157,447.00                                     | 40,885.44                                   | 116,561.56                                 |
| COMMUNITY CENTER PURCHASE           | 126,314.00                                     | 43,005.20                                   | 83,308.80                                  |
| MADISON INDUSTRIAL PARK             |  | 800.00                                      | (800.00)                                   |
|                                     | 23,500.00                                      | 5,095.41                                    | 18,404.59                                  |
| <b>Total Expenditure</b>            | <b>38,536,925.00</b>                           | <b>13,079,634.57</b>                        | <b>25,457,290.43</b>                       |
| <b>Total Revenues</b>               |  |   |  |
| Less Total Expenditures             | (2.00)   | 3,687,744.40                                | (3,687,746.40)                             |

CUMBERLAND CO  
REVENUE SUMMARY  
7/01/2017 - 11/07/2017

\*G1060AA\*

FUND #--100

| ACCT# | DESCRIPTION                         | BUDGET AMOUNT | APPR. AMOUNT  | CURRENT AMOUNT | Y-T-D AMOUNT | BALANCE UNCOLLECTED |
|-------|-------------------------------------|---------------|---------------|----------------|--------------|---------------------|
| 1101  | ** Real Estate Taxes **             | 5,610,000.00  | 5,610,000.00  | 1,512,868.22   | 1,766,865.57 | 3,843,134.43        |
| 1102  | * Real/Personal Public Service *    | 790,000.00    | 790,000.00    | 40,492.32      | 45,226.73    | 744,773.27          |
| 1103  | * Personal Property Taxes *         | 1,800,500.00  | 1,800,500.00  | 491,661.54     | 816,332.62   | 984,167.38          |
| 1104  | * Machinery & Tools *               | 130,000.00    | 130,000.00    | 40,342.23      | 60,477.08    | 69,522.92           |
| 1106  | * Penalties & Interest *            | 247,000.00    | 247,000.00    | 14,238.80      | 64,031.52    | 182,968.48          |
| 1201  | * Local Sales & Use Taxes *         | 425,000.00    | 425,000.00    | 41,512.68      | 172,705.88   | 252,294.12          |
| 1202  | * Consumer' Utility Taxes *         | 172,000.00    | 172,000.00    | 14,237.39      | 58,453.01    | 113,546.99          |
| 1203  | * Business License Taxes *          | 106,000.00    | 106,000.00    | 10,444.91      | 21,556.48    | 84,443.52           |
| 1204  | * Franchise License Taxes *         | 16,000.00     | 16,000.00     | .00            | .00          | 16,000.00           |
| 1205  | * Motor Vehicle License Tax *       | 230,000.00    | 230,000.00    | 49,481.72      | 86,396.64    | 143,603.36          |
| 1207  | * Taxes On Recordation & Wills *    | 44,500.00     | 44,500.00     | 13,761.92      | 30,736.03    | 13,763.97           |
| 1301  | * Animal Licenses *                 | 8,000.00      | 8,000.00      | 214.00         | 884.00       | 7,116.00            |
| 1303  | * Permits & Other Licenses *        | 46,300.00     | 46,300.00     | 16,232.74      | 36,494.50    | 9,805.50            |
| 1401  | * Court Fines & Forfeitures *       | 110,000.00    | 110,000.00    | 28,085.62      | 63,929.63    | 46,070.37           |
| 1501  | * Revenue From Use Of Money *       | 40,000.00     | 40,000.00     | .00            | 4,445.47     | 35,554.53           |
| 1502  | * Revenue From Use Of Property *    | 16,000.00     | 16,000.00     | 220.00         | 2,490.00     | 13,510.00           |
| 1601  | * Court Costs *                     | 47,860.00     | 47,860.00     | 8,992.89       | 21,377.28    | 26,482.72           |
| 1602  | * Commonwealth's Attorney Fees *    | 800.00        | 800.00        | 124.29         | 232.07       | 567.93              |
| 1603  | * Charges For Law Enforcement *     | 37,000.00     | 37,000.00     | .00            | .00          | 37,000.00           |
| 1604  | *Charges for Fire & Rescue Service* | 300,000.00    | 300,000.00    | 1,477.34       | 6,422.84     | 293,577.16          |
| 1608  | * Charges Sanitation & Removal *    | 800.00        | 800.00        | 100.00         | 404.00       | 396.00              |
| 1612  | * REC DEPT - ADULT LEAGUE FEES *    | 1,500.00      | 1,500.00      | .00            | .00          | 1,500.00            |
| 1613  | * Charges For Parks & Recreation *  | 18,400.00     | 18,400.00     | 1,526.00       | 9,203.45     | 9,196.55            |
| 1616  | * Charges For Planning / Com Dev *  | 2,500.00      | 2,500.00      | 325.00         | 575.00       | 1,925.00            |
| 1899  | * Miscellaneous *                   | 1,455,117.00  | 1,455,117.00  | 5,109.74       | 1,142,993.79 | 312,123.21          |
| 2101  | * Service Charges *                 | 46,000.00     | 46,000.00     | .00            | 19,667.25    | 26,332.75           |
| 2201  | **NON-CATEGORICAL AID**             | 1,280,535.00  | 1,280,535.00  | 38,728.87      | 191,126.80   | 1,089,408.20        |
| 2301  | * Commonwealth Attorney *           | 170,099.00    | 170,099.00    | 14,784.89      | 56,696.63    | 113,402.37          |
| 2302  | * Sheriff *                         | 582,811.00    | 582,811.00    | 51,833.00      | 183,866.61   | 398,944.39          |
| 2303  | * Commissioner Of Revenue *         | 77,324.00     | 77,324.00     | 7,078.42       | 27,065.64    | 50,258.36           |
| 2304  | * Treasurer *                       | 94,170.00     | 94,170.00     | 9,703.37       | 32,789.97    | 61,380.03           |
| 2306  | * Registrar/Electoral Boards *      | 42,423.00     | 42,423.00     | .00            | .00          | 42,423.00           |
| 2307  | * Clerk Of The Circuit Court *      | 153,374.00    | 153,374.00    | 12,892.23      | 49,988.00    | 103,416.00          |
| 2308  | * DMV License Agent *               | 18,000.00     | 18,000.00     | 1,678.92       | 6,846.88     | 11,153.12           |
| 2404  | **GRANT FUNDS**                     | 113,639.00    | 113,639.00    | 10,493.42      | 147,819.97   | 34,180.97           |
| 3301  | **GRANT FUNDS**                     | 20,000.00     | 20,000.00     | .00            | .00          | 20,000.00           |
|       | -- FUND TOTAL--                     | 14,253,652.00 | 14,253,652.00 | 2,438,642.47   | 5,128,071.34 | 9,125,580.66        |

FUND #--150

|      |                                  |           |           |          |          |           |
|------|----------------------------------|-----------|-----------|----------|----------|-----------|
| 1501 | INTEREST-STATE                   | 30.00     | 30.00     | .00      | 15.43    | 14.57     |
| 2402 | ASSET FORFEITURE REVENUE (STATE) | 25,000.00 | 25,000.00 | 2,281.00 | 3,080.50 | 21,919.50 |
| 4106 | ** Carryover Balance **          | 29,970.00 | 29,970.00 | .00      | .00      | 29,970.00 |
|      | -- FUND TOTAL--                  | 55,000.00 | 55,000.00 | 2,281.00 | 3,095.93 | 51,904.07 |

ACCT# DESCRIPTION BUDGET AMOUNT APPR. AMOUNT CURRENT AMOUNT Y-T-D AMOUNT BALANCE UNCOLLECTED

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FUND #-170

1902 HEALTH INSURANCE CONTRIBUTIONS 2,215,500.00 2,215,500.00 338,346.43 694,497.18 1,521,002.82 68.65

2000 DENTAL INSURANCE CONTRIBUTIONS 122,430.00 122,430.00 16,490.05 36,075.57 86,354.43 70.53

--FUND TOTAL-- 2,337,930.00 2,337,930.00 354,836.48 730,572.75 1,607,357.25 68.75

FUND #-201

1899 \* Miscellaneous Revenue \* .00 .00 3,512.05 3,512.05- 100.00-

2401 \* Welfare \* 183,131.00 183,131.00 38,210.84 134,715.30 48,415.70 26.43

3305 \* Social Services \* 856,100.00 856,100.00 63,005.94 230,277.25 625,822.75 73.10

4105 \* Fund Transfers \* 345,730.00 345,730.00 .00 66,911.68 278,818.32 80.64

--FUND TOTAL-- 1,384,961.00 1,384,961.00 101,216.78 435,416.28 949,544.72 68.56

FUND #-205

1803 \* Expenditure Refunds \* .00 .00 23,797.55 56,135.00- 100.00-

1899 \* Miscellaneous Revenue \* 145,199.00 145,199.00 933.43 40,564.38 104,634.62 72.06

2402 \* State Education \* 9,200,559.00 9,200,559.00 682,158.87 2,714,675.68 6,485,883.32 70.49

3302 \* Education \* 1,564,957.00 1,564,957.00 133,846.70 411,512.73 1,153,444.27 73.70

4105 \* Fund Transfers \* 3,905,419.00 3,905,419.00 .00 363,751.82 3,541,667.18 90.68

--FUND TOTAL-- 14,816,134.00 14,816,134.00 840,736.55 3,586,639.61 11,229,494.39 75.79

FUND #-207

1501 \* INTEREST ON BANK DEPOSITS \* .00 .00 913.84 913.84- 100.00-

1899 \*\* MISC REVENUE \*\* 185,896.00 185,896.00 400.00 2,801.00 183,095.00 98.49

1901 \*\* LOCAL CONTRIBUTIONS \*\* 418,000.00 418,000.00 .00 222,306.96 195,693.04 46.81

2404 \*\* STATE FUNDS \*\* 597,415.00 597,415.00 .00 597,415.00 100.00

--FUND TOTAL-- 1,201,311.00 1,201,311.00 400.00 975,289.20 81.18

FUND #-302

4105 \* Fund Transfers \* 66,000.00 66,000.00 .00 66,000.00 100.00

--FUND TOTAL-- 66,000.00 66,000.00 .00 66,000.00 100.00

FUND #-401

1501 \*\*INTEREST\*\* 24,000.00 24,000.00 .00 12,338.05 11,661.95 48.59

1899 MISC REVENUE .00 .00 .00 38,701.74 100.00-

4104 PROCEEDS FROM INDEBTEDNESS 371,475.00 371,475.00 .00 371,475.00 100.00

4105 \*\* Transfers \*\* 2,697,146.00 2,697,146.00 .00 1,614,539.20 1,082,606.80 40.13

--FUND TOTAL-- 3,092,621.00 3,092,621.00 .00 1,665,578.99 1,427,042.01 46.14

| ACCT#             | DESCRIPTION                | BUDGET AMOUNT | APPR. AMOUNT | CURRENT AMOUNT | Y-T-D AMOUNT | BALANCE UNCOLLECTED |
|-------------------|----------------------------|---------------|--------------|----------------|--------------|---------------------|
| <b>FUND #-500</b> |                            |               |              |                |              |                     |
| 2404              | *REVENUE FROM STATE*       | 500,000.00    | 500,000.00   | 2,996.78       | 98,407.49    | 401,592.51          |
| 4105              | *TRANSFERS*                | 250,000.00    | 250,000.00   | .00            | 125,000.00   | 125,000.00          |
|                   | -- FUND TOTAL--            | 750,000.00    | 750,000.00   | 2,996.78       | 223,407.49   | 526,592.51          |
| <b>FUND #-501</b> |                            |               |              |                |              |                     |
| 1501              | **INTEREST REVENUE**       | 1,000.00      | 1,000.00     | .00            | .00          | 1,000.00            |
| 1619              | **CHARGES & FEES**         | 405,000.00    | 405,000.00   | 36,217.58      | 145,147.86   | 259,852.14          |
| 1620              | SEWER LATE PAYMENT PENALTY | 7,500.00      | 7,500.00     | 445.80         | 1,725.31     | 5,774.69            |
| 1630              | **ADMIN FEES/CHARGES**     | 16,000.00     | 16,000.00    | 1,362.00       | 5,657.89     | 10,342.11           |
| 1803              | MISCELLANEOUS              | .00           | .00          | 54.60          | 1,531.80     | 1,531.80            |
|                   | -- FUND TOTAL--            | 429,500.00    | 429,500.00   | 38,079.98      | 154,062.86   | 275,437.14          |
| <b>FUND #-515</b> |                            |               |              |                |              |                     |
| 1501              | INTEREST SEWER RESERVE     | .00           | .00          | .00            | 383.66       | 383.66              |
|                   | -- FUND TOTAL--            | .00           | .00          | .00            | 383.66       | 383.66              |
| <b>FUND #-540</b> |                            |               |              |                |              |                     |
| 1501              | INTEREST WATER RESERVE     | .00           | .00          | .00            | 55.97        | 55.97               |
|                   | -- FUND TOTAL--            | .00           | .00          | .00            | 55.97        | 55.97               |
| <b>FUND #-545</b> |                            |               |              |                |              |                     |
| 1501              | INTEREST                   | .00           | .00          | .00            | 2.12         | 2.12                |
|                   | -- FUND TOTAL--            | .00           | .00          | .00            | 2.12         | 2.12                |
| <b>FUND #-550</b> |                            |               |              |                |              |                     |
| 1501              | **INTEREST REVENUE**       | .00           | .00          | .00            | 14.69        | 14.69               |
|                   | -- FUND TOTAL--            | .00           | .00          | .00            | 14.69        | 14.69               |
| <b>FUND #-580</b> |                            |               |              |                |              |                     |
| 1501              | INTEREST REVENUE           | .00           | .00          | 1.16           | 4.16         | 4.16                |
|                   | -- FUND TOTAL--            | .00           | .00          | 1.16           | 4.16         | 4.16                |
| <b>FUND #-715</b> |                            |               |              |                |              |                     |
| 1899              | Rent of General Property   | 44,000.00     | 44,000.00    | 6,750.00       | 21,275.00    | 22,725.00           |

| ACCT#      | DESCRIPTION                | BUDGET AMOUNT | APPR. AMOUNT  | CURRENT AMOUNT | Y-T-D AMOUNT  | BALANCE UNCOLLECTED |
|------------|----------------------------|---------------|---------------|----------------|---------------|---------------------|
| 4105       | Transfer from General Fund | 82,314.00     | 82,314.00     | .00            | 82,314.00     | .00                 |
|            | --FUND TOTAL--             | 126,314.00    | 126,314.00    | 6,750.00       | 103,569.00    | 22,725.00 17.99     |
| FUND #-733 |                            |               |               |                |               |                     |
| 1899       | * Miscellaneous Revenue *  | 20,000.00     | 20,000.00     | 614.16         | 2,769.07      | 17,230.93 86.15     |
| 3305       | *FEDERAL FUNDS*            | 3,500.00      | 3,500.00      | .00            | .00           | 3,500.00 100.00     |
|            | --FUND TOTAL--             | 23,500.00     | 23,500.00     | 614.16         | 2,769.07      | 20,730.93 88.21     |
|            | --FINAL TOTAL--            | 38,536,923.00 | 38,536,923.00 | 3,786,555.36   | 12,259,685.72 | 26,277,237.28 68.18 |



| 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    |
| 81514 | Transportation                      | 10,590.00     | 10,590.00     | .00            | 10,590.00    | .00                | .00                  | .00       |
| 81535 | * Farmville Area Chamber of Commerc | 1,500.00      | 1,500.00      | .00            | 750.00       | .00                | 750.00               | 50.00     |
| 81541 | * Longwood Small Bus. Dev. Ctr. *   | 3,000.00      | 3,000.00      | .00            | 1,500.00     | .00                | 1,500.00             | 50.00     |
| 81542 | * Southside Violence Prevention *   | 5,000.00      | 5,000.00      | .00            | 2,500.00     | .00                | 2,500.00             | 50.00     |
| 82401 | *Peter Francisco SMD*               | 10,000.00     | 10,000.00     | .00            | 5,000.00     | .00                | 5,000.00             | 50.00     |
| 83500 | * Extension Agents *                | 51,645.00     | 51,645.00     | 169.01         | 667.64       | .00                | 50,977.36            | 98.70     |
| 83501 | holiday lake 4-h educational center | 2,500.00      | 2,500.00      | .00            | 1,250.00     | .00                | 1,250.00             | 50.00     |
| 90000 | * NONDEPARTMENTAL *                 | 24,400.00     | 24,400.00     | 376.22         | 1,546.99     | .00                | 22,853.01            | 93.65     |
| 93100 | **TRANSFERS**                       | 7,346,609.00  | 7,346,609.00  | .00            | 2,252,516.70 | .00                | 5,094,092.30         | 69.33     |
|       | --FUND TOTAL--                      | 14,253,653.00 | 14,253,653.00 | 772,923.37     | 4,779,883.15 | .00                | 9,473,769.85         | 66.46     |

FUND #-150

|       |                         |           |           |     |          |     |           |        |
|-------|-------------------------|-----------|-----------|-----|----------|-----|-----------|--------|
| 22100 | COMMONWEALTH'S ATTORNEY | 5,000.00  | 5,000.00  | .00 | .00      | .00 | 5,000.00  | 100.00 |
| 31200 | SHERIFF                 | 50,000.00 | 50,000.00 | .00 | 2,833.33 | .00 | 47,166.67 | 94.33  |
|       | --FUND TOTAL--          | 55,000.00 | 55,000.00 | .00 | 2,833.33 | .00 | 52,166.67 | 94.84  |

FUND #-170

|       |                                    |              |              |           |            |     |              |       |
|-------|------------------------------------|--------------|--------------|-----------|------------|-----|--------------|-------|
| 62100 | HEALTH INSURANCE                   | 2,187,030.00 | 2,187,030.00 | .00       | 597,920.94 | .00 | 1,589,109.06 | 72.66 |
| 63100 | DENTAL INSURANCE                   | 138,600.00   | 138,600.00   | 10,791.96 | 41,211.16  | .00 | 97,388.84    | 70.26 |
| 64100 | PATIENT CENTERED OUTCOME FEE(PCOR) | 12,300.00    | 12,300.00    | .00       | 618.45     | .00 | 11,681.55    | 94.97 |
|       | --FUND TOTAL--                     | 2,337,930.00 | 2,337,930.00 | 10,791.96 | 639,750.55 | .00 | 1,698,179.45 | 72.63 |

FUND #-201

|       |                    |              |              |            |            |     |            |       |
|-------|--------------------|--------------|--------------|------------|------------|-----|------------|-------|
| 53100 | * Administration * | 1,384,961.00 | 1,384,961.00 | 115,234.56 | 449,434.06 | .00 | 935,526.94 | 67.54 |
|       | --FUND TOTAL--     | 1,384,961.00 | 1,384,961.00 | 115,234.56 | 449,434.06 | .00 | 935,526.94 | 67.54 |

FUND #-205

|       |                                |               |               |              |              |     |               |       |
|-------|--------------------------------|---------------|---------------|--------------|--------------|-----|---------------|-------|
| 61100 | GOVERNOR'S SCHOOL EXPENDITURES | 14,816,134.00 | 14,816,134.00 | 1,223,854.76 | 3,969,757.82 | .00 | 10,846,376.18 | 73.20 |
|       | --FUND TOTAL--                 | 14,816,134.00 | 14,816,134.00 | 1,223,854.76 | 3,969,757.82 | .00 | 10,846,376.18 | 73.20 |

FUND #-207

|       |                                |              |              |           |            |     |            |       |
|-------|--------------------------------|--------------|--------------|-----------|------------|-----|------------|-------|
| 61100 | GOVERNOR'S SCHOOL EXPENDITURES | 1,201,311.00 | 1,201,311.00 | 70,434.16 | 287,714.23 | .00 | 913,596.77 | 76.04 |
|       | --FUND TOTAL--                 | 1,201,311.00 | 1,201,311.00 | 70,434.16 | 287,714.23 | .00 | 913,596.77 | 76.04 |

FUND #-302

|       |                      |           |           |     |     |     |           |        |
|-------|----------------------|-----------|-----------|-----|-----|-----|-----------|--------|
| 94327 | * Sheriff's Office * | 66,000.00 | 66,000.00 | .00 | .00 | .00 | 66,000.00 | 100.00 |
|-------|----------------------|-----------|-----------|-----|-----|-----|-----------|--------|

| ACCT# | DESCRIPTION    | BUDGET AMOUNT | APPR. AMOUNT | CURRENT AMOUNT | Y-T-D AMOUNT | ENCUMBRANCE AMOUNT | UNENCUMBERED BALANCE | REMAINING |
|-------|----------------|---------------|--------------|----------------|--------------|--------------------|----------------------|-----------|
|       | --FUND TOTAL-- | 66,000.00     | 66,000.00    | .00            | .00          | .00                | 66,000.00            | 100.00    |

| FUND #      | DESCRIPTION                        | BUDGET AMOUNT | APPR. AMOUNT | CURRENT AMOUNT | Y-T-D AMOUNT | ENCUMBRANCE AMOUNT | UNENCUMBERED BALANCE | REMAINING |
|-------------|------------------------------------|---------------|--------------|----------------|--------------|--------------------|----------------------|-----------|
| FUND # -401 |                                    |               |              |                |              |                    |                      |           |
| 67200       | * Elementary School - Lit Loan *   | 216,667.00    | 216,667.00   | .00            | .00          | .00                | 216,667.00           | 100.00    |
| 67400       | * COPS97 Loan *                    | 371,475.00    | 371,475.00   | 750.00         | 372,225.00   | .00                | 750.00               | .20       |
| 67500       | * High/Middle School - VPSA Loan * | 808,419.00    | 808,419.00   | .00            | 743,332.99   | .00                | 65,086.01            | 8.05      |
| 67600       | * HS/MS-VPSA LOAN #2 *             | .00           | .00          | .00            | 485,928.26   | .00                | 485,928.26           | 100.00    |
| 67700       | PUBLIC FACILITY NOTE 2009          | 389,751.00    | 389,751.00   | 230,067.63     | 275,270.52   | .00                | 114,480.48           | 29.37     |
| 67800       | * AMERESCO *                       | 150,113.00    | 150,113.00   | .00            | 150,113.00   | .00                | .00                  | .00       |
| 95600       | * SunTrust Loan-HS/MS *            | 907,501.00    | 907,501.00   | .00            | 907,501.00   | .00                | 907,501.00           | 100.00    |
| 95700       | * Suntrust Loan - Courthouse *     | 248,695.00    | 248,695.00   | .00            | 235,112.25   | .00                | 13,582.75            | 5.46      |
|             | --FUND TOTAL--                     | 3,092,621.00  | 3,092,621.00 | 230,817.63     | 2,261,982.02 | .00                | 830,638.98           | 26.85     |

| FUND #      | DESCRIPTION    | BUDGET AMOUNT | APPR. AMOUNT | CURRENT AMOUNT | Y-T-D AMOUNT | ENCUMBRANCE AMOUNT | UNENCUMBERED BALANCE | REMAINING |
|-------------|----------------|---------------|--------------|----------------|--------------|--------------------|----------------------|-----------|
| FUND # -500 |                |               |              |                |              |                    |                      |           |
| 53900       |                | 750,000.00    | 750,000.00   | 243,099.92     | 485,958.60   | .00                | 264,041.40           | 35.20     |
|             | --FUND TOTAL-- | 750,000.00    | 750,000.00   | 243,099.92     | 485,958.60   | .00                | 264,041.40           | 35.20     |

38

| FUND #      | DESCRIPTION                      | BUDGET AMOUNT | APPR. AMOUNT | CURRENT AMOUNT | Y-T-D AMOUNT | ENCUMBRANCE AMOUNT | UNENCUMBERED BALANCE | REMAINING |
|-------------|----------------------------------|---------------|--------------|----------------|--------------|--------------------|----------------------|-----------|
| FUND # -501 |                                  |               |              |                |              |                    |                      |           |
| 94900       | * SEWER FUND - Enterprise Fund * | 272,054.00    | 272,054.00   | 32,754.36      | 112,534.76   | .00                | 159,519.24           | 58.63     |
| 95900       | * WATER FUND - ENTERPRISE FUND * | 157,447.00    | 157,447.00   | 11,467.84      | 40,885.44    | .00                | 116,561.56           | 74.03     |
|             | --FUND TOTAL--                   | 429,501.00    | 429,501.00   | 44,222.20      | 153,420.20   | .00                | 276,080.80           | 64.27     |

| FUND #      | DESCRIPTION               | BUDGET AMOUNT | APPR. AMOUNT | CURRENT AMOUNT | Y-T-D AMOUNT | ENCUMBRANCE AMOUNT | UNENCUMBERED BALANCE | REMAINING |
|-------------|---------------------------|---------------|--------------|----------------|--------------|--------------------|----------------------|-----------|
| FUND # -715 |                           |               |              |                |              |                    |                      |           |
| 81610       | COMMUNITY CENTER PURCHASE | 126,314.00    | 126,314.00   | 9,150.65       | 43,005.20    | .00                | 83,308.80            | 65.95     |
| 81620       | MADISON INDUSTRIAL PARK   | .00           | .00          | .00            | 800.00       | .00                | 800.00               | 100.00    |
|             | --FUND TOTAL--            | 126,314.00    | 126,314.00   | 9,150.65       | 43,805.20    | .00                | 82,508.80            | 65.32     |

| FUND #      | DESCRIPTION    | BUDGET AMOUNT | APPR. AMOUNT | CURRENT AMOUNT | Y-T-D AMOUNT | ENCUMBRANCE AMOUNT | UNENCUMBERED BALANCE | REMAINING |
|-------------|----------------|---------------|--------------|----------------|--------------|--------------------|----------------------|-----------|
| FUND # -733 |                |               |              |                |              |                    |                      |           |
| 53010       |                | 23,500.00     | 23,500.00    | 386.00         | 5,095.41     | .00                | 18,404.59            | 78.31     |
|             | --FUND TOTAL-- | 23,500.00     | 23,500.00    | 386.00         | 5,095.41     | .00                | 18,404.59            | 78.31     |

| FUND # | DESCRIPTION     | BUDGET AMOUNT | APPR. AMOUNT  | CURRENT AMOUNT | Y-T-D AMOUNT  | ENCUMBRANCE AMOUNT | UNENCUMBERED BALANCE | REMAINING |
|--------|-----------------|---------------|---------------|----------------|---------------|--------------------|----------------------|-----------|
|        | --FINAL TOTAL-- | 38,536,925.00 | 38,536,925.00 | 2,720,915.21   | 13,079,634.57 | .00                | 25,457,290.43        | 66.05     |



## CUMBERLAND COUNTY PUBLIC SCHOOLS

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

AMY GRIFFIN, Ed.D.  
Division Superintendent

GINGER SANDERSON  
School Board Chairman

EURIKA TYREE  
School Board Vice-Chairman

GEORGE LEE DOWDY III  
School Board Member

CHRISTINE ROSS, PH.D.  
School Board Member

GEORGE REID  
School Board Member

November 6, 2017

TO: Board of Supervisors of Cumberland County

FROM: Amy W. Griffin, Ed.D.

SUBJECT: Appropriation for Additional Funding for the 2017-2018 School Year

On behalf of the Cumberland County School Board, we are requesting an appropriation in the amount of \$42,172 for additional grants listed below:

- Fiscal Year 2018 -STEM Competition Team Grant Initiative \$ 5,000
- 2017 School Security Equipment Grant \$ 37,172

Copies of the grant awards are attached.

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

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

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**SUBJECT:**

Supplemental Appropriation

**DATE:**

November 6, 2017

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**Background:**

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

- Fiscal Year 2018 -STEM Competition Team Grant Initiative \$ 5,000
- 2017 School Security Equipment Grant \$ 37,172

**Recommendation:**

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

- Fiscal Year 2018 -STEM Competition Team Grant Initiative \$ 5,000
- 2017 School Security Equipment Grant \$ 37,172

**Action:**

Approval

Bd11-06-17SA

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF EDUCATION  
PO BOX 2120  
RICHMOND, VIRGINIA 23218-2120



**GRANT AWARD NOTIFICATION**

| Recipient Information   |   | DOE Information  |  |
|---|---|--|--|
| 1. Contact Information:   | Dr. Amy Griffin<br>Superintendent<br>Cumberland County Public Schools<br>P.O. Box 170<br>Cumberland, VA 23040   | 10. Grant Authority:   | Chapter 865, 2017 Acts of the Assembly |
| 2. Universal Identifier (DUNS):   | 159573831   | 11. FAIN:  | Not applicable                         |
| 3. Payee Number:  | 025   | 12. Federal/State Award Date:  | July 1, 2017                           |
| 4. Grant Award Title:   | STEM Competition Team Grant Initiative<br>Cumberland High School<br>Contact: Sheri Almond   | 13. Total Federal/State Award:   | \$200,000                              |
| 5. DOE Contact:   | Kim Powell<br>Office of Science, Technology, Engineering, and Mathematics<br>(804) 225-3609<br><a href="mailto:Kim.Powell@doe.virginia.gov">Kim.Powell@doe.virginia.gov</a> | 14. Fund Source:   | State                                  |
| 6. Grant Award Number:  | STEM TEAM-APE60003-025-02   | 15. Project Code:  | APE60003                               |
| 7. Grant Award Type:  | New   | 16. Revenue Source Code:   | 240326                                 |
| 8. Grant Award Amount:  |   | 17. Program Service Area:  | 19700                                  |
|   | \$5,000   | 18. Recipient Type:  | Subrecipient                           |
| 9. Period of Grant Award:   | July 1, 2017 - June 30, 2018  | 19. Fiscal Year:   | 2018                                   |
|   |   | 20. Indirect Cost Rate:  | 0% <b>Restricted</b>                   |
| 22. Program Specific Instructions:  |   | 21. Special Terms and Conditions: All federal grant awards are subject to 2 CFR Part 201 and Appendix II for contracts made with federal funds from this grant award. All awards are further subject to "Additional Required Special Terms and Conditions for Grant Awards" on Attachment A. For Federal grant awards \$25,000 or greater, Attachment FFATA Reporting must be completed, signed, and returned to 5. DOE Contact within 10 days of receipt of this Grant Award Notification. This award is not for research and development. Indirect cost rates negotiated by DOE on LEA's behalf can be viewed at <a href="http://www.doe.virginia.gov/school_finance/budget/index.shtml">http://www.doe.virginia.gov/school_finance/budget/index.shtml</a> |  |
| <ul style="list-style-type: none"> <li>The project will be funded at the level noted above, contingent upon the availability of funds.</li> <li>The funds must be encumbered by June 30, 2018, and must be used for support and expansion of a STEM Competition Team for activities consistent with the approved grant proposal.</li> <li>The grant funds will be paid to the grantee by October 20, 2017, for use in fiscal year 2018.</li> <li>Contingent on the continuation of the state funds carryover provision for FY18 to FY19 by the 2018 General Assembly, the FY18 state funds may be carried over to FY19 if the school division has met Required Local Effort and Required Local Match for fiscal year 2018.</li> <li>Any unexpended funds must be returned to Virginia Department of Education. A report on the use of these funds must be submitted to VDOE by July 13, 2018.</li> <li>Projects are subject to the attached additional special terms and conditions.</li> </ul> |   |  |  |
| 23. Authorized By:  |   | 24. Authorized By:   |  |
| Steven M. Constantino, Ed.D., Chief Academic Officer/Assistant Superintendent for Instruction   |   | Kent Dickey, Deputy Superintendent Finance & Operations  | 25. Date: 9/29/17                      |

Please let me know if there is anything else I can do to help. Thank you for your work and leadership in this project.

Kim

Kim Powell  
Grants and Reports Manager  
Office of Science, Technology, Engineering and Mathematics  
Virginia Department of Education  
101 N. 14th Street  
James Monroe Building  
Richmond, Virginia 23219  
Direct 804.225-3609  
[Kim.Powell@doe.virginia.gov](mailto:Kim.Powell@doe.virginia.gov)

Dr. Amy Griffin:

I am pleased to inform you that the Virginia Department of Education has awarded Cumberland County Public Schools a total of \$37,172 from the 2017 School Security Equipment Grant Program authorized by the 2013 General Assembly. The grant award number assigned to this award is SEG17-025. These funds are approved for the purchase and installation of the school security equipment requested on the applications for the approved schools shown below:

Cumberland Elementary

Cumberland High

Cumberland Middle

Reimbursements from the state grant will be made only for qualified and approved items purchased on or after October 6. The equipment must be purchased within six months of the October 6 date, or by April 6. Please note that, in order to support the installation of school security equipment during the summer months and to expedite the spend-down of these Notes funds, effective with the 2014-2015 grants, school divisions and regional programs may include for reimbursement approved equipment purchased on or after May 23, 2017. (Reference Supts. Memo. #165-17). A local match of 25 percent of the state grant award is required. The local match should also be spent by the April 6 deadline. Please remember that each awarded grant should only be spent on the specific school for which it was awarded.

The state grants will be disbursed on a cost reimbursement basis only. Reimbursement payments will be issued to the division within 30 days of the grant reimbursement administrator receiving notification from the Department of Education of approved reimbursements. As this grant is funded with proceeds from notes issued by the Virginia Public School Authority, adherence to program requirements will be strictly enforced. The period of the award is October 6, through June 30, and the state funds must be requested for reimbursement during this period.

The Request for Reimbursement form may be found at:

[http://www.doe.virginia.gov/support/facility\\_construction/security\\_equipment\\_grants/index.shtml](http://www.doe.virginia.gov/support/facility_construction/security_equipment_grants/index.shtml). . Supporting payment documentation (invoices, receipts, etc.) must accompany your request for reimbursement. The completed reimbursement request should be sent at:

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

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

Hunter Barnes or call [\(804\) 225-2035](tel:8042252035) or [\(804\) 225-2037](tel:8042252037).

Sincerely,

Dr. Steven R. Staples

Superintendent of Public Instruction.

Hunter L. Barnes  
Architectural Consultant  
Virginia Department of Education  
P.O. Box 2120



**DATE:** November 7, 2017  
**TO:** Cumberland County Board of Supervisors  
**FROM:** Nicci Edmondston  
**RE:** November 14, 2017 Board Agenda Item  
Appropriation Request

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**Recommendation**

Request for appropriation from 3-100-001899-0022 to 4-100-043200-3310 in the amount of \$3,992.37.

**Information**

This request is submitted as funds have been received through our Treasurer's Office due to an insurance recovery from incident occurring October 29, 2017. The funds are to cover all repair and maintenance.

# Request For Appropriation

Department: Maintenance

Code: 43200

Appropriate from:

| Code              | Item                 | Amount       |
|-------------------|----------------------|--------------|
| 3-100-001899-0022 | Insurance Recoveries | \$(3,992.37) |
|                   |                      |              |

Appropriate to:

| Code              | Item            | Amount     |
|-------------------|-----------------|------------|
| 4-100-043200-3310 | Repair and mnt. | \$3,992.37 |
|                   |                 |            |

Reason for Request:

Brick wall repairs in front of courthouse

  
-----  
Signature

10/31/2017  
-----  
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: 11/7/2017

RE: Virginia Department of Environmental Quality Litter Grant Program

This is to request the grant funds from the Virginia Department of Environmental Quality Litter Grant Program, which have been deposited with the Treasurer's office for Fiscal Year 2018, be distributed as follows:

|                 |            |                   |                           |
|-----------------|------------|-------------------|---------------------------|
| Refuse Disposal | \$6,038.00 | 4-100-042400-8092 | Haz Mat/Tire Disposal Day |
|-----------------|------------|-------------------|---------------------------|

# Request For Appropriation

Department: Grants Administration

Code: \_\_\_\_\_

Appropriate from:

| Code              | Item                 | Amount     |
|-------------------|----------------------|------------|
| 3-100-002404-0007 | Litter Control Grant | \$6,038.00 |
|                   |                      |            |

Appropriate to:

| Code              | Item                         | Amount     |
|-------------------|------------------------------|------------|
| 4-100-042400-8092 | Haz Mat/Tire Disposal<br>Day | \$6,038.00 |
|                   |                              |            |

Reason for Request:

FY18 Grant Disbursement

*S. Roxanne Salerno*

Signature

*11/7/2017*

Date

Approved:

-----  
Board of Supervisors

-----  
Date



**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. *LOP*

**RE:** Litter Grant

**Date:** October 27, 2017

This is to advise you that the Virginia Department of Environmental Quality has remitted \$6,038.00 to Cumberland County from the Litter Grant Program. The Revenue Code for this is 3-100-002404-0007. Please let me know if you need any additional information on this.

**FROM:** L.O. Pfeiffer

**Cc:** Nicci Edmondston

This is to advise  
\$6,038.00 to  
3-100-002404-0007

Department of Environmental Quality  
Revenue Code  
3-100-002404-0007



# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF ENVIRONMENTAL QUALITY

*Street address:*

629 East Main Street, Richmond, Virginia 23219

*Mailing*

*address:* P.O. Box 1105, Richmond, Virginia 23218

[www.deq.virginia.gov](http://www.deq.virginia.gov)

David K. Paylor  
Director

(804) 698-4020  
1-800-592-5482

Molly Joseph Ward  
Secretary of Natural Resources

October 16, 2017

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

Dear Ms. Giles,

I am pleased to inform you that a grant award of **\$6,038.00** has been approved for the **County of Cumberland** Litter Prevention and Recycling Program activities for the period July 1, 2017 to June 30, 2018. Processing of the grant awards is underway, and a payment for this amount should be received within the next two weeks if funds can be transferred electronically (EDI) or in thirty days if processing by check is required.

If you have any questions or need additional information, please contact Prina Chudasama at [prina.chudasama@deq.virginia.gov](mailto:prina.chudasama@deq.virginia.gov) or at (804)698-4159.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sanjay Thirunagari".

Sanjay Thirunagari  
Manager, Recycling and Litter Programs  
Division of Land Protection &

Revitalization

Cc: Grant file

**Planning Projects:  
November 2017**

| <b>Zoning:</b>   |  |   |
|--|--|---|
| <b><i>Pending Zoning Questions and Requests</i></b>  |  |   |
| <b><i>CUP's and Rezoning Requests</i></b>  |  |   |
| Mill Race Subdivision  | TBD Almond Lane                            | The applicant seeks rezoning of three subdivision lots from M-2 with CUP to A-2. The Planning Commission held a public hearing on November 28, 2016 and has deferred action. The Planning Commission was intending to take action at their August meeting, however, the applicant has deferred action for 90 days, and the end date requirement for action by the Board of Supervisors is now February 7, 2018. |
| Apostolic Campground   | 48 Cottontown Road                         | Withdrawn.  |
| Sportsman Campground   | TBD Game Farm Road                         | Approved.   |
| Cumberland Community Center  | 11 Davenport Road                          | The applicant seeks to revise the proffers of his previously approved zoning case. The Planning Commission held a public hearing on September 25, 2017. The Planning Commission has tabled action on the request, pending additional information from the applicant.  |
| Cumberland Dollar General  | Cumberland Road, south of Holman Mill Road | Par 5 Development has submitted an application for a rezoning from A-2 to B-2 to allow a Dollar General store on Cumberland Road. The Planning Commission is holding a public hearing on November 27, 2017.   |
| <b><i>Zoning Compliance Issues-</i></b> Three cases filed for injunction in the Circuit Court.   |  |   |
| <b>Comprehensive Plan Amendment (Northern Area):</b>   |  |   |
| A land use meeting was held in the community on June 20 <sup>th</sup> . A draft land use plan has been compiled by staff with the assistance of citizens present at the meeting. Staff will work on a draft plan and hopes to take the plan back out to the community soon. Once citizens have had an opportunity to discuss and comment on the plan, a revised draft will be taken to the Planning Commission for public hearing. |  |   |
| <b>Subdivisions:</b>   |  |   |
| <b><i>Lot Line Adjustment</i></b>  |  |   |
| Estate of Joyce Ingle  | 10 Courthouse Circle                       | Lot line adjustment between two parcels.  |
| <b><i>Approved Division</i></b>  |  |   |
| Jack Clark   | Anderson Highway                           | Division of a single lot for a business (T&B Tree)  |
| <b><i>Pending Subdivisions</i></b>   |  |   |
| Pearl Mayers   | Morningside Drive                          | Subdivision of one lot.   |
| <b>Other Regulatory Functions:</b>   |  |   |
| <b><i>Erosion and Sediment Control Applications</i></b>  |  |   |
| Henrico County-MEB/Haymes  | Cobbs Creek                                | Clearing and grading for the main project has begun.  |
| Henrico County-Primoris  | Cobbs Creek                                | Final stabilization of utility corridor.  |
| Pence Home   | Brown Road                                 | Agreement in Lieu of a Plan for a single family home.   |
| <b><i>Code Amendment Questions</i></b>   |  |   |

|   |                                      |  |
|---|--------------------------------------|--|
| Watershed Protection Ordinance                          | Cobbs Creek Reservoir Watershed      | The Henrico County Attorney's office has submitted a draft Ordinance to Cumberland for their review. The Planning Commission held a workshop on the draft on June 12, 2017. They held a second workshop meeting on September 11, 2017. Staff is going to prepare a draft that reflects the Commission's comments and work towards a meeting with Henrico County in preparation for a public hearing. |
| R-1 Density Standard                                    | Countywide                           | The Planning Commission is holding a public hearing to revise the lot sizes in the R-1 district to differentiate between lots with public sewer only, and both public water and sewer. A public hearing has been scheduled for the Commission for November 27, 2017, and a Board public hearing is anticipated for December 12, 2017.  |
| RV Campgrounds Development Standards and permitted uses | Countywide                           | The Planning Commission is holding a public hearing to consider development standards for RV Campgrounds and to allow them as a permitted use in the A-2 and the R-2 districts. The Commission will hold a public hearing on November 27, 2017.  |
| Definitions   | Countywide                           | An update should happen as part of mixed use district. The first draft was completed as part of the initial review of the Ordinance for the mixed use district. Deferred by the Planning Commission until completion of CCR Plan Amendment.  |
| Business uses   | Countywide                           | All business uses should be inclusive as the Ordinance moves from a less intensive to a more intensive business zone. In other words, all uses in the B-3 should be included in B-2, and so on. Deferred by the Planning Commission until completion of CCR Plan Amendment.  |
| Overlay district standards                              | Anderson Highway between 45 and 45   | Standards to require improved appearance in mixed use district around the Courthouse. Deferred by the Planning Commission until completion of CCR Plan Amendment.  |
| Mixed Use Zoning District                               | Cumberland Road and Anderson Highway | Combine uses in B-3 and R-2 for a mixed use district. Deferred by the Planning Commission until completion of CCR Plan Amendment.  |



## MEMO

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

From: Sara Carter, Planning Director

Date: November 7, 2017

Re: **CA #17-01 Revision of R-1 Density  
Countywide  
Code Amendment to the R-1 district**

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Due to a recent subdivision and development proposal of a single family home in Kimberly Hills, there has been a request to review the density standard in the R-1 district. At the time of the adoption of the density standard, the Planning Commission intended to differentiate between allowed lot sizes with sewer only, and lot sizes with water and sewer. However, in the completion of the Code in 2012, that is not how it is written.

The Commission will hold a public hearing on this amendment on November 27, 2017 and plans to forward a proposed Ordinance to the Board for their public hearing on December 12, 2017.

**Staff recommends that the Board set a public hearing for December 12, 2017 for a code amendment to revise the lot size requirements in the R-1 district.**



## MEMO

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

From: Sara Carter, Planning Director

Date: November 7, 2017

Re: **CA #17-02 Development Standards for RV campgrounds  
Countywide  
Code Amendment Chapter 74 adding a Development Standards  
article and allowing RV Campgrounds by-right in the A-2 and R-  
2 districts**

---

At the October Board of Supervisors meeting, the Board requested that the Planning Commission review standards for RV campgrounds to ensure that standards are consistent for all applicants and to provide guidance for citizens who may be considering a development of this type. Upon discussion by the Planning Commission, they have determined that RV campgrounds should be a permitted use in the A-2 and R-2 district, with development standards for the use. This approach is similar to what the County has done with one room schoolhouses and chicken processing plants. If an applicant is able to meet the standards, the use would be by-right. Additionally, the Commission has directed staff to move the other standards that are currently handled in this manner to the same article of the Ordinance so that the Ordinance would be clearer.

The Commission will hold a public hearing on this amendment on November 27, 2017 and plans to forward a proposed Ordinance to the Board for their public hearing on December 12, 2017.

**Staff recommends that the Board set a public hearing for December 12, 2017 for a code amendment to allow RV Campgrounds by right in the A-2 and R-2 districts with Development Standards as outlined in the Ordinance.**



## MEMO

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

From: Sara Carter, Planning Director

Date: November 7, 2017

**Re: REZ 17-03 Cumberland Dollar General  
Tax Map Parcel # 72-A-36  
Address: TBD, location is the eastern side of Route 45 South,  
three parcels south of Holman Mill Road  
A-2, Agriculture to B-2, Limited Business**

---

Par 5 Development Group, LLC is requesting a rezoning of a portion of a parcel of land from A-2 to B-2, with proffered conditions, for the purpose of constructing a Dollar General store.

The Planning Commission is planning to hold a public hearing on November 27, 2017, and may be forwarding the application to the Board for their December meeting.

**Staff recommends that the Board set a public hearing for December 12, 2017 for a rezoning from A-2 to B-2 to allow a Dollar General store on Tax Map 72-A-36.**

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

October 31, 2017

### Real Estate

|                 | <u>As of 9/30/17</u> | <u>As of 10/31/17</u> | <u>Change</u>       | <u>% Collected</u> | <u>Abatements/<br/>Exonerations</u> |
|-----------------|----------------------|-----------------------|---------------------|--------------------|-------------------------------------|
| 2000-2005       | \$ 5,638.67          | \$ 5,638.67           |                     |                    |                                     |
| 2006            | 4,010.62             | 4,010.62              |                     |                    |                                     |
| 2007            | 6,496.36             | 6,496.36              |                     |                    |                                     |
| 2008            | 8,322.75             | 8,322.75              |                     |                    |                                     |
| 2009            | 11,108.05            | 10,922.18             | 185.87              | 1.67%              |                                     |
| 2010            | 21,745.44            | 21,701.55             | 43.89               | 0.20%              |                                     |
| 2011            | 39,245.01            | 38,761.49             | 483.52              | 1.23%              |                                     |
| 2012            | 65,864.25            | 65,487.02             | 377.23              | 0.57%              |                                     |
| 2013            | 99,497.30            | 99,103.89             | 393.41              | 0.39%              |                                     |
| 2014            | 120,325.81           | 119,138.42            | 1,187.39            | 0.98%              | 81.40                               |
| 2015            | 163,822.42           | 161,752.10            | 2,070.32            | 1.26%              | 81.40                               |
| 2016            | 246,016.27           | 237,373.87            | 8,642.40            | 3.51%              | 85.80                               |
| 2017 (1st Half) | 206,071.17           | 189,251.77            | 16,819.40           | 8.16%              | 678.65                              |
| <b>Total</b>    | <b>\$ 998,164.12</b> | <b>\$ 967,960.69</b>  | <b>\$ 30,203.43</b> |                    |                                     |

### Personal Property

|              | <u>As of 9/30/17</u> | <u>As of 10/31/17</u> | <u>Change</u>       | <u>% Collected</u> | <u>Abatements/<br/>Exonerations</u> |
|--------------|----------------------|-----------------------|---------------------|--------------------|-------------------------------------|
| 2012         | \$ 28,505.37         | \$ 28,048.06          | \$ 457.31           | 1.60%              |                                     |
| 2013         | 29,507.73            | 29,211.08             | \$ 296.65           | 1.00%              |                                     |
| 2014         | 34,526.14            | 34,345.19             | 180.95              | 0.52%              | 8.19                                |
| 2015         | 49,324.87            | 47,951.32             | 1,373.55            | 2.78%              | 179.43                              |
| 2016         | 139,925.55           | 128,517.16            | 11,408.39           | 8.15%              | 1158.80                             |
| <b>Total</b> | <b>\$ 281,789.66</b> | <b>\$ 268,072.81</b>  | <b>\$ 13,716.85</b> |                    |                                     |

# Collection Rates - As of October 31, 2017

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## Real Estate:

|                              | Current<br>Collection<br>% | Prior Year % | Change |
|------------------------------|----------------------------|--------------|--------|
| Tax Year - 2016              | 95.96%                     | 95.87%       | +0.09% |
| Tax Year - 2017 (First Half) | 93.58%                     | 92.90%       | +0.68% |

## Personal Property:

|                 | Current<br>Collection<br>% | Prior Year % | Change  |
|-----------------|----------------------------|--------------|---------|
| Tax Year - 2015 | 98.31%                     | 98.39%       | - 0.08% |
| Tax Year - 2016 | 95.85%                     | 96.33%       | -0.48%  |

| ACCOUNT NUMBER                 | ACCOUNT DESCRIPTION             | PREVIOUS BALANCE | DEBIT        | CREDIT       | ENDING BALANCE |
|--------------------------------|---------------------------------|------------------|--------------|--------------|----------------|
| * TREASURER'S ACCOUNTABILITY * |                                 |                  |              |              |                |
| **ASSETS**                     |                                 |                  |              |              |                |
| 100-0000                       | CASH IN OFFICE                  | 1,000.00         |              |              | 1,000.00       |
| 100-0105                       | C&F BANK - CHECKING             | 825,000.00       | 2,044,764.55 | 2,146,969.50 | 722,795.05     |
| 100-0115                       | C&F BANK - INVESTMENT ACCT      | 126,912.27       | 404.77       | 127,317.04   |                |
| 100-0120                       | C&F BANK - SAVINGS ACCT         | 62,797.54        | 5,671.19     |              | 68,468.73      |
| 100-0121                       | ESSEX BANK-IPR ACCOUNT          | 14,062.90        | 1.16         |              | 14,064.06      |
| 100-0122                       | ESSEX BANK - CD                 | 1,860,902.51     |              |              | 1,860,902.51   |
| 100-0125                       | C&F BANK-FAF (JUSTICE)          | 15,600.41        | 3.11         |              | 15,603.52      |
| 100-0126                       | C&F BANK-FAF (TREASURY)         |                  |              |              |                |
| 100-0128                       | NEW HORIZON BANK-MONEY MKT      |                  |              |              |                |
| 100-0131                       | FIRST BANK                      | 230,730.75       | 236.79       |              | 230,967.54     |
| 100-0137                       | LOCAL GOV INVESTMENT POOL       | 305,566.95       | 302.42       |              | 305,869.37     |
| 100-0141                       | FIRST BANK/SEWER RESERVE        | 125,074.32       | 128.36       |              | 125,202.68     |
| 100-0142                       | FIRST BANK/WATER RESERVE        | 18,248.43        | 18.73        |              | 18,267.16      |
| 100-0143                       | C&F BANK/ASSET FORFEITURE (SAF) | 61,744.44        | 811.82       |              | 62,556.26      |
| 100-0144                       | C&F BANK-IDA RD OES DSR         | 73,668.65        | 14.69        |              | 73,683.34      |
| 100-0145                       | C&F BANK-GOVERNOR'S SCHOOL FUND | 700,653.91       | 457.81       | 71,946.28    | 629,165.44     |
| 100-0146                       | C&F BANK-WATERLINE EXT DSR ACCT | 10,634.25        | 2.12         |              | 10,636.37      |
| 100-0155                       | RETURNED CHECKS                 | 1,962.95         | 73.67        | 700.00       | 1,336.62       |
| 100-0160                       | E & S CONTROL BOND ESCROW       | 265,101.38       | 52.88        |              | 265,154.26     |
|                                | **ASSETS**                      | 4,699,661.66     | 2,052,944.07 | 2,346,932.82 | 4,405,672.91   |
|                                | TOTAL ASSETS                    | 4,699,661.66     | 2,052,944.07 | 2,346,932.82 | 4,405,672.91   |
| **REVENUE FUND BALANCES**      |                                 |                  |              |              |                |
| 300-0000                       | GENERAL FUND BALANCE            | 3,417,663.12     | 824,144.75   | 703,782.18   | 3,297,300.55   |
| 300-0100                       | ECONOMIC DEVELOPMENT FUND       | 38,871.00        |              |              | 38,871.00      |
| 300-0120                       | ASSET FORFEITURE FUND BALANCE   | 77,344.85        | 2,833.33     | 814.93       | 75,326.45      |
| 300-0170                       | HEALTH INSURANCE FUND BALANCE   | 272,658.94       | 232,053.45   | 133,848.83   | 370,863.56     |
| 300-0201                       | SOCIAL SERVICES FUND BALANCE    |                  | 118,815.70   | 118,815.70   |                |
| 300-0204                       | SCHOOL CONTINGENCY FUND         |                  |              |              |                |
| 300-0205                       | SCHOOL FUND BALANCE             | 89,535.20        | 1,262,076.16 | 1,172,540.96 | 629,165.44     |
| 300-0207                       | GOVERNOR'S SCHOOL FUND (GSSV)   | 700,653.91       | 71,946.28    | 457.81       |                |
| 300-0302                       | CAPITAL PROJECTS FUND BALANCE   |                  |              |              |                |
| 300-0401                       | DEBT SERVICE FUND               |                  |              |              |                |
| 300-0500                       | COMPREHENSIVE SERVICES ACT      | 61,427.64        | 15,067.63    | 15,067.63    | 157,169.96     |
| 300-0501                       | UTILITY FUND (WATER/SEWER)      | 10,401.64        | 273.75       | 96,016.07    | 13,139.84      |
| 300-0515                       | SEWER RESERVE FUND (DSR)        | 125,074.32       | 47,509.33    | 44,771.13    | 125,202.68     |
| 300-0540                       | WATER RESERVE FUND              | 18,248.43        | 18.73        | 128.36       | 18,267.16      |
| 300-0545                       | WATERLINE EXT DSR FUND          | 10,634.25        | 2.12         |              | 10,636.37      |
| 300-0550                       | IDA OES RD DSR FUND             | 73,668.65        | 14.69        |              | 73,683.34      |
| 300-0580                       | IPR FUND BALANCE                | 14,062.90        | 1.16         |              | 14,064.06      |
| 300-0715                       | IDA FUND BALANCE                | 68,010.30        | 10,425.85    | 4,600.00     | 62,184.45      |
| 300-0733                       | SPECIAL WELFARE FUND BALANCE    | 10,949.40        | 18.95        | 736.00       | 11,666.45      |
|                                | **REVENUE FUND BALANCES**       | 4,423,083.39     | 2,585,165.18 | 2,291,616.30 | 4,129,534.51   |
|                                | TOTAL PRIOR YR FUND BALANCE     | 4,423,083.39     | 2,585,165.18 | 2,291,616.30 | 4,129,534.51   |
| TOTAL REVENUE                  |                                 |                  |              |              |                |
| TOTAL EXPENDITURE              |                                 |                  |              |              |                |
| TOTAL CURRENT FUND BALANCE     |                                 |                  |              |              |                |

10/26/17  
FUND # -999

\*GL070\*  
\* TREASURER'S ACCOUNTABILITY \*

CUMBERLAND CO  
BALANCE SHEET  
9/30/2017

PAGE 2  
TIME 10:28

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION                | PREVIOUS BALANCE | DEBIT      | CREDIT     | ENDING BALANCE |
|----------------|------------------------------------|------------------|------------|------------|----------------|
| 400-0000       | **OTHER FUND BALANCES**            |                  |            |            |                |
| 400-0105       | OVERPAYMENTS                       |                  | 1,283.29   | 1,267.57   | 15.72          |
| 400-0110       | PREPAID TAXES                      | 7,888.89         | 1,018.48   | 541.45     | 7,411.86       |
| 400-0140       | COMMONWEALTH DEBIT ACCOUNT         |                  | 1,140.00   | 1,140.00   |                |
| 400-0150       | COMMONWEALTH CREDIT ACCOUNT        | 90.00            | 26,602.65  | 26,602.65  | 90.00          |
| 400-0160       | EROSION & SED CONTROL BOND ESCROW  | 265,101.38       |            | 52.88      | 265,154.26     |
| 400-0210       | COMMONWEALTH FUNDS PAID IN ERROR   |                  |            |            |                |
| 400-0216       | ATTORNEY FEES                      | 3,498.00         | 30,044.42  | 29,604.55  | 3,498.00       |
|                | **OTHER FUND BALANCES**            | 276,578.27       | 30,044.42  | 29,604.55  | 276,138.40     |
|                |                                    | 276,578.27       | 30,044.42  | 29,604.55  | 276,138.40     |
| 500-0000       | **UNCOLLECTED TAXES**              |                  |            |            |                |
| 500-0010       | PUBLIC SERVICE CORP. TAXES PF/RE   | 412,731.13       |            |            | 536,014.09     |
| 500-0076       | UNCOLLECTED 2017 REAL ESTATE TAX   | 2,977,921.63     | 130,197.37 | 6,914.41   | 2,882,477.21   |
| 500-0077       | UNCOLLECTED 2016 REAL ESTATE TAX   | 253,351.07       |            | 7,334.80   | 246,016.27     |
| 500-0078       | UNCOLLECTED 2015 REAL ESTATE TAX   | 167,326.89       |            | 3,504.47   | 163,822.42     |
| 500-0079       | UNCOLLECTED 2014 REAL ESTATE TAX   | 123,804.69       |            | 3,478.88   | 120,325.81     |
| 500-0080       | UNCOLLECTED 2013 REAL ESTATE TAXES | 101,963.16       |            | 2,465.86   | 99,497.30      |
| 500-0081       | UNCOLLECTED 2012 REAL ESTATE TAXES | 67,927.39        |            | 2,063.14   | 65,864.25      |
| 500-0082       | UNCOLLECTED 2011 REAL ESTATE TAXES | 39,623.30        |            | 378.29     | 39,245.01      |
| 500-0083       | UNCOLLECTED 2010 REAL ESTATE TAXES | 21,974.37        |            | 228.93     | 21,745.44      |
| 500-0084       | UNCOLLECTED 2009 REAL ESTATE TAXES | 11,578.06        |            | 470.01     | 11,108.05      |
| 500-0085       | UNCOLLECTED 2008 REAL ESTATE TAXES | 8,322.75         |            |            | 8,322.75       |
| 500-0086       | UNCOLLECTED 2007 REAL ESTATE TAXES | 6,586.15         |            | 89.79      | 6,496.36       |
| 500-0087       | UNCOLLECTED 2006 REAL ESTATE TAXES | 4,010.62         |            |            | 4,010.62       |
| 500-0150       | UNCOLLECTED 2005/2000 REAL ESTATE  | 5,638.67         |            |            | 5,638.67       |
| 500-0155       | 2011 VEHICLE LICENSE TAX           |                  |            |            |                |
| 500-0156       | 2012 VEHICLE LICENSE TAX           | 5,286.97         |            |            | 5,286.97       |
| 500-0157       | 2013 VEHICLE LICENSE TAX           | 6,010.32         |            |            | 6,010.32       |
| 500-0158       | 2014 VEHICLE LICENSE TAX           | 7,386.07         | 46.00      |            | 7,262.07       |
| 500-0159       | 2015 VEHICLE LICENSE TAX           | 11,092.53        | 92.00      | 170.00     | 10,715.53      |
| 500-0160       | 2016 VEHICLE LICENSE TAX           | 28,868.10        |            | 2,443.14   | 26,424.96      |
| 500-0161       | 2017 VEHICLE LICENSE TAX           | 245,400.71       | 299.00     | 26,234.22  | 219,465.49     |
| 500-0174       | UNCOLL. 2011 PERSONAL PROPERTY TAX |                  |            |            |                |
| 500-0175       | UNCOLL. 2012 PERSONAL PROPERTY TAX | 28,505.37        |            |            | 28,505.37      |
| 500-0176       | UNCOLL. 2013 PERSONAL PROPERTY TAX | 29,959.92        |            | 452.19     | 29,507.73      |
| 500-0177       | UNCOLL. 2014 PERSONAL PROPERTY TAX | 34,920.62        | 31.48      | 425.96     | 34,526.14      |
| 500-0178       | UNCOLL. 2015 PERSONAL PROPERTY TAX | 50,700.74        | 88.75      | 1,464.62   | 49,324.87      |
| 500-0179       | UNCOLL. 2016 PERSONAL PROPERTY TAX | 152,431.87       |            | 12,506.32  | 139,925.55     |
| 500-0180       | UNCOLL. 2017 PERSONAL PROPERTY TAX | 2,285,713.89     | 434.03     | 262,770.96 | 2,023,376.96   |
| 500-0200       | RESERVE UNCOLLECTED COUNTY TAXES   | 7,089,036.99     | 428,185.47 | 130,064.69 | 6,790,916.21   |
| 500-0400       | UNCOLL MISC FEES                   | 3,367.57         |            |            | 3,367.57       |
| 500-0401       | RESERVE-MISC FEES                  | 3,367.57         |            |            | 3,367.57       |
| 500-0800       | UNCOLLECTED WATER CHARGES          | 15,266.75        | 18,591.46  | 12,920.46  | 20,937.75      |
| 500-0810       | RESERVE UNCOLLECTED WATER CHARGES  | 15,266.75        | 12,920.46  | 18,591.46  | 20,937.75      |
| 500-0900       | UNCOLLECTED SEWER CHARGES          | 23,800.21        | 25,235.31  | 29,811.23  | 19,224.29      |
| 500-0910       | RESERVE UNCOLLECTED SEWER CHARGES  | 23,800.21        | 29,811.23  | 25,235.31  | 19,224.29      |

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION                | PREVIOUS BALANCE | DEBIT      | CREDIT     | ENDING BALANCE |
|----------------|------------------------------------|------------------|------------|------------|----------------|
| 500-1010       | UNCOLLECTED 2010 ROLLBACK TAX      |                  |            | 645,932.56 |                |
| 500-1011       | UNCOLLECTED 2011 ROLLBACK TAX      |                  |            |            | 871,723.72     |
| 500-1012       | UNCOLLECTED 2012 ROLLBACK TAX      |                  |            |            | 871,735.92     |
| 500-1013       | UNCOLLECTED 2013 ROLLBACK TAX      |                  |            |            | 871,855.02     |
| 500-1014       | UNCOLLECTED 2014 ROLLBACK TAX      |                  |            | 16.32      | 868,179.35     |
| 500-1015       | UNCOLLECTED 2015 ROLLBACK TAX      |                  |            | 50.24      | 871,324.02     |
| 500-1016       | UNCOLLECTED 2016 ROLLBACK TAX      |                  |            | 138.33     | 882,786.71     |
| 500-1017       | UNCOLLECTED 2017 ROLLBACK TAX      |                  |            | 428.97     | 5,237,604.74   |
| 500-1099       | RESERVE-UNCOLLECTED ROLLBACK TAXES |                  | 370.49     | 300.38     |                |
|                | **UNCOLLECTED TAXES**              |                  | 934.24     | 934.24     |                |
|                | COMMONWEALTH REIMB-PPTRA           |                  |            |            |                |
| 510-2010       | COMMONWEALTH REIMB-2010            |                  | 646,866.80 |            |                |
| 510-2011       | COMMONWEALTH REIMB-2011            | 871,723.72       |            |            | 871,723.72     |
| 510-2012       | COMMONWEALTH REIMB-2012            | 871,735.92       |            |            | 871,735.92     |
| 510-2013       | COMMONWEALTH REIMB-2013            | 871,871.34       |            |            | 871,855.02     |
| 510-2014       | COMMONWEALTH REIMB-2014            | 868,229.59       |            |            | 868,179.35     |
| 510-2015       | COMMONWEALTH REIMB-2015            | 871,462.35       |            |            | 871,324.02     |
| 510-2016       | COMMONWEALTH REIMB-2016            | 882,845.19       |            |            | 882,786.71     |
| 510-2017       | COMMONWEALTH REIMB. 2017           | 5,237,868.11     |            |            | 5,237,604.74   |
| 510-9999       | ESTIMATED COMMONWEALTH RESERVE     |                  |            |            |                |
|                | COMMONWEALTH REIMB-PPTRA           |                  |            |            |                |
| 600-0000       | **STATE ACCOUNTS**                 |                  |            |            |                |
| 600-0173       | UNCOLL. STATE INCOME TAX-2016      |                  |            |            |                |
| 600-0174       | UNCOLL. STATE INCOME TAX-2015      |                  |            |            |                |
| 600-0185       | ESTIMATED STATE INCOME TAX-2017    | 299.00           | 2,666.00   | 26,277.00  | 23,910.00      |
| 600-0186       | ESTIMATED STATE INCOME TAX-2016    |                  |            |            |                |
| 600-0190       | RESERVE UNCOLLECTED STATE TAXES    | 299.00           | 26,277.00  | 2,666.00   | 23,910.00      |
|                | **STATE ACCOUNTS**                 |                  | 28,943.00  | 28,943.00  |                |
| 700-0000       | **DEBT FUNDS**                     |                  |            |            |                |
| 700-0151       | CERT OF PARTICIPATION -ELEM 97     |                  |            |            |                |
| 700-0221       | LITERARY LOAN - ELEMENTARY SCHOOL  | 1,666,666.60     |            |            | 1,666,666.60   |
| 700-0222       | HIGH SCH/MIDDLE SCH-SUNTRUST LOAN  | 14,865,000.00    |            |            | 14,865,000.00  |
| 700-0223       | VPSA-HS/MS LOAN #2                 | 1,277,842.59     |            |            | 1,277,842.59   |
| 700-0226       | SEWER LOAN - FARMERS HOME ADM      | 886,819.41       |            |            | 886,819.41     |
| 700-0227       | WATERLINE EXT LOAN-USDA            | 1,176,000.00     |            |            | 1,176,000.00   |
| 700-0231       | COURTHOUSE LOAN-SUNTRUST           | 3,735,000.00     |            |            | 3,735,000.00   |
| 700-0236       | PUBLIC FACILITIES NOTE-2009        | 6,532,196.00     |            |            | 6,532,196.00   |
| 700-0237       | VPSA-HS/MS LOAN #1                 | 1,835,798.71     |            |            | 1,835,798.71   |
| 700-0239       | IDA RD LOAN-OES PROPERTY           | 758,237.00       |            |            | 758,237.00     |
| 700-0240       | AMERESCO LOAN                      | 32,733,560.31    |            |            | 32,733,560.31  |
| 700-0250       | RESERVE DEBT FUND                  |                  |            |            |                |
|                | **DEBT FUNDS**                     |                  | 28,943.00  | 28,943.00  |                |

# Transactions for DMV Select

October 2017

|    | # Transactions | Total \$   | # Helped | # Transactions | Total \$    | # Helped |
|----|----------------|------------|----------|----------------|-------------|----------|
| 1  |                |            |          | 17             | \$666.49    | 7        |
| 2  | 38             | \$2,073.35 | 8        | 18             | \$2,833.58  | 8        |
| 3  | 36             | \$1,144.10 | 6        | 19             | \$881.63    | 8        |
| 4  | 22             | \$808.75   | 10       | 20             | \$2,857.00  | 10       |
| 5  | 20             | \$580.83   | 7        | 21             |             |          |
| 6  | 15             | \$959.93   | 13       | 22             |             |          |
| 7  |                |            |          | 23             | \$2,632.75  | 9        |
| 8  |                |            |          | 24             | \$755.05    | 7        |
| 9  |                |            |          | 25             | \$1,237.20  | 15       |
| 10 | 32             | \$1,873.67 | 10       | 26             | \$787.00    | 10       |
| 11 | 34             | \$890.50   | 7        | 27             | \$1,392.58  | 10       |
| 12 | 26             | \$702.73   | 8        | 28             |             |          |
| 13 | 55             | \$1,531.50 | 7        | 29             |             |          |
| 14 |                |            |          | 30             | \$2,467.71  | 15       |
| 15 |                |            |          | 31             | \$6,522.58  | 8        |
| 16 | 43             | \$1,920.72 | 10       | 750            | \$35,519.65 | 193      |

**CUMBERLAND COUNTY**

**BUILDING INSPECTIONS  
DEPARTMENT**



**OCTOBER  
2017**

**MONTHLY  
REPORT**

# COUNTY of CUMBERLAND VIRGINIA

FOUNDED • 1749

## Building Official's Office

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

Mackenzie Tate  
Building Coordinator  
mtate@cumberlandcounty.virginia.gov

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

| October               | Current Month<br>2016 | YTD<br>2016    | Current Month<br>2017 | YTD<br>2017     |
|-----------------------|-----------------------|----------------|-----------------------|-----------------|
| Singlewides           | 1                     | 5              | 2                     | 5               |
| Doublewides           | 0                     | 7              | 0                     | 11              |
| Modular               | 0                     | 5              | 2                     | 6               |
| New Homes             | 0                     | 9              | 6                     | 19              |
| Ag & Exempt           | 0                     | 4              | 0                     | 4               |
| Garages & Carports    | 2                     | 29             | 0                     | 20              |
| Additions & Remodels  | 1                     | 16             | 1                     | 23              |
| Misc                  | 14                    | 126            | 13                    | 118             |
| Commercial            | 3                     | 22             | 5                     | 41              |
| <b>Totals</b>         | <b>21</b>             | <b>222</b>     | <b>29</b>             | <b>244</b>      |
| Total Fees Collected  | 2096.34               | \$26,779.82    | 9751.93               | \$43,540.76     |
| E-911 Fees Collected  | \$12.00               | \$154.00       | \$72.00               | \$264.00        |
| Zoning Fees Collected | \$20.00               | \$283.00       | \$60.00               | \$370.00        |
| S & E Fees Collected  | \$0.00                | \$500.00       | \$300.00              | \$1,100.00      |
| Total Estimated Value | \$302,575.00          | \$5,166,459.00 | \$13,040,735.00       | \$18,383,758.00 |
| Admin. Fees           | \$0.00                | \$50.00        | \$40.00               | \$95.50         |
| CO's Issued           | 0                     | 27             | 5                     | 41              |



**MINUTES OF THE CUMBERLAND COUNTY  
PLANNING COMMISSION  
Regular Meeting  
Cumberland County Community Center Rm. C-8  
Monday, August 28, 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  
Irene Wyatt, At-Large  
William Flippen, At-Large  
Roland Gilliam, District 5  
David Meinhard, Board of Supervisors member

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

**ABSENT:** none

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**CALL TO ORDER AND ROLL CALL**

Chairman Burger called the Planning Commission's regular meeting of Monday, August 28, 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 Donahue seconded. The motion carried unanimously with a vote of 7-0.

**APPROVAL OF MINUTES (6/12/2017)**

**MOTION:**

Commissioner Allen made a motion to approve the minutes from the June 12, 2017 meeting. Commissioner Donahue seconded. The motion carried unanimously with a vote of 7-0.

**APPROVAL OF MINUTES (7/24/2017)**

**MOTION:**

Commissioner Allen made a motion to approve the minutes from the July 24, 2017 meeting. Vice-Chairman Bryant seconded. The motion carried unanimously with a vote of 7-0.

**SUBDIVISION WAIVER 17-03 HARGROVE**

Mrs. Evelyn Hargrove seeks a waiver to Cumberland Code 54-57 (b) requiring a fifteen year holding provision prior to the use of the family subdivision provision in the Ordinance. Her family has been in the area for several decades, but executed a land trade with another family for this parcel less than fifteen years ago. The parcel that was traded had been in the family for decades.

**MOTION:**

Commission Allen made a motion to approve SW 17-03. Commissioner Donahue seconded the motion. The motion passed 7-0.

**DISCUSSION: REZ 16-02 MILL RACE SUBDIVISION**

Ms. Giles has received a letter from John Godsey (the applicant) requesting a 90 day deferral. To meet the new timeframe, the Commission will need to make their recommendation at their November meeting, for a Board public hearing in December.

The Planning Commission briefly discussed the challenges of the case, but deferred any action or additional discussion until November.

**GENERAL CITIZEN COMMENT**

None.

**OLD BUSINESS**

The Commission stated that the next workshop meeting should be focused on the Watershed Quality Protection Ordinance.

The Plan is awaiting staff time to write a draft amendment.

**NEW BUSINESS**

Staff will email the Building Inspection report and the Planning Projects update. Staff updated the Commission regarding upcoming cases.

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

**GENERAL COMMISSIONER COMMENTS**

Vice-Chairman Bryant asked if there was a possibility of the Commission being able to tour Cobbs Creek this fall. He further stated in response to the Board update that broadband improvements are very important to the County.

Commissioner Donahue apologized for his absence at the last meeting, and state that he wanted to have broadband in conjunction with the free market.

Commissioner Gilliam also apologized for missing a meeting, and stated that citizens are frustrated with broadband capabilities.

