



## CUMBERLAND COUNTY BOARD OF SUPERVISORS

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

September 11, 2018  
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. Meaghan Lewis, Cumberland County Public Library **Information**
  - d. Ms. Joanne Vaughan, Resolution for Sharon Baptist Church Sesquicentennial Celebration (pg. 1) **Motion**
6. **Public Hearings**
  - a. Request for tax exemption for Mid-Atlantic Broadband (moved to October 9, 2018) (pg. 2) **Information**
  - b. REZ 18-04 Dollar General South (pg. 3-18) **Motion**
  - c. CUP 18-07 Dollar General South (pg. 19-34) **Motion**
  - d. CA 18-03 Solar Facility (pg. 35-38) **Motion**
7. **County Attorney/County Administrator Report**
  - a. Consent agenda **Motion**
    - i. Approval of bills
    - ii. Approval of Minutes (August 2, 2018 and August 14, 2018) (pg. 39-51)
  - b. Transfer Station Upgrade proposals (pg. 52-53) **Information**
  - c. DSS Board appointments (pg. 54) **Motion**
  - d. James River Therapeutic Services Lease (pg. 55-75) **Motion**
  - e. Proclamation for Cumberland Public Library (pg. 76) **Motion**
8. **Finance Director's Report**
  - a. Monthly Budget Report (pg. 77-84) **Information**

- 9. Planning Director’s Report**
  - a. Planning Project updates (handout)
  - b. Set public hearing for CUP 18-08 Holman Home (pg. 85)

**Information  
Motion**
- 10. Old Business**
- 11. New Business**
- 12. Public Comments (Part two)**
- 13. Supplemental Information**

**Information**
- 14. Board Members Comments**
- 15. Adjourn into Closed Meeting (pg. 86)**

**Motion**

Pursuant to VA. Code § 2.2-3711.A.7: Consultation with Legal Counsel;  
Subject: Host Community Agreement dated May 3, 2006
- 16. Reconvene in Open Meeting (pg. 87)**

**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. 88-92)**
  - a. Treasurer’s Report
  - b. DMV Report
  - c. Monthly Building Inspections Report
  - d. Approved Planning Commission meeting minutes – N/A
  - e. Approved EDA minutes – N/A
- 18. Adjourn – Regular Meeting – October 9, 2018.**



# County of Cumberland Virginia

## RESOLUTION RECOGNIZING AND CELEBRATING THE SESQUICENTENNIAL ANNIVERSARY OF SHARON BAPTIST CHURCH

SEPTEMBER 11, 2018

**WHEREAS**, our local churches have always served as the strength of our communities, supporting our citizens and our government in times of prosperity and difficulty alike; and

**WHEREAS**, It is monumental that Sharon Baptist Church has prospered for a full 150 years to lead not only their congregation, but to lead our community by the example of strength and longevity that they have so steadfastly set; and

**WHEREAS**, our churches and their leaders are as critical to our future as they have been to our past; and

**WHEREAS**, strong congregations like yours continue to provide the guidance and fellowship necessary to fortify our families and our communities for whatever our future may bring.

**WHEREAS**, with gratitude we recognize and applaud Sharon Baptist Church on your commitment, your dedication, and your service to our Cumberland Community over the last 150 years, and we humbly pray for your continued service and leadership; and

**THEREFORE BE IT RESOLVED**, that the Cumberland County Board of Supervisors thank and commend the Sharon Baptist Church Anniversary Journal Committee, comprised of Martha S. Reid (Co-Chair), JoAnn R. Vaughan (Co-Chair), Paige Alvin, Helen Campbell, and Priscilla Gilliam. It is clear that they serve as leaders in their congregation, for which our community is grateful; and

**THEREFORE BE IT FURTHER RESOLVED**, that the Cumberland County Board of Supervisors honors and congratulates Sharon Baptist Church on her 150 years during the sesquicentennial celebration to be held on November 11, 2018.

Adopted this 11<sup>th</sup> day of September 2018.

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

\_\_\_\_\_  
Wm. Kevin Ingle, Chairman  
Cumberland County Board of Supervisors



**DATE:** September 6, 2018  
**TO:** Cumberland County Board of Supervisors  
**FROM:** Stephany S. Johnson  
**RE:** Mid-Atlantic Broadband Public Hearing

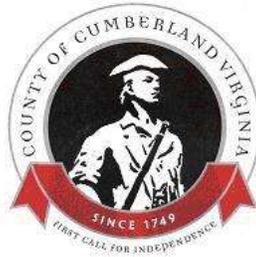
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**Recommendation:**

Reset a public Hearing for the tax exemption request from Mid-Atlantic Broadband for October 9, 2018.

**Information:**

It was discovered that there was a discrepancy in the public hearing notice that was advertised for the Mid-Atlantic Broadband public hearing. State Code § 58.1-3651 requires that a public hearing notice shall include the assessed value of the real and tangible personal property for which an exemption is requested, as well as the property taxes assessed against the property. These two items were omitted from the public hearing notice in error. Staff will advertise the public hearing notice set for October 9, 2018 with the required verbiage.



**STAFF REPORT**  
**REZ 18-04**  
**Dollar General**  
**Rezoning**  
**A-2 to B-2**  
**Cumberland County, Virginia**  
**Board of Supervisors Public Hearing**

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**General Information:**

Processing schedule: The Planning Commission considered this proposal on August 27, 2018 with a public hearing. They unanimously recommended that the Board of Supervisors approve the rezoning. The public hearing with the Board of Supervisors will be held on September 11, 2018.

**Application Information:**

Applicant: Jody Bland, Par 5 Development Group, LLC  
Owner: Julia M. Tipton  
Requested Action: To grant a rezoning  
Location: Portion of Tax Parcel 73-A-58  
East side of Cumberland Road near intersection of Holman Mill Road  
Voting District: 4  
Existing Zoning: A-2, Agricultural  
Proposed Zoning: B-2, Business District Limited  
Size: 2.5 acres portion of 73-A-58 starting 248.52 feet from the intersection of Holman Mill Rd and Cumberland Rd going back approximately 180 feet from Cumberland Road along 420 feet of Cumberland Road.  
Existing land uses: Vacant  
Comp. plan area: Not in a growth area  
Overlay districts: None  
Proffers: Yes per email from applicant

**Surrounding Area Information:**

<u>Direction</u>	<u>Adjacent existing uses</u>	<u>Adjacent zoning</u>	<u>Adjacent Comp. Plan Area (2013)</u>
All	Agricultural/Residential	A-2	Not in a Growth Area

\*Note: This application is for a portion of the same parcel of the former Midway Grocery Store, which has plans to reopen as a continued use.

**Summary of Request and Background Information:**

This property is located along Route 45 at the intersection of Holman Mill Road. It is part of the same parcel of the former Midway Grocery.

The applicant is requesting a rezoning to B-2, Limited Business, for the purpose of developing the northern 2.5 acres of the property.

The applicant is also applying for a Conditional Use Permit to allow a larger sign than Cumberland County Code allows.

**Consistency with the 2013 Comprehensive Plan:**

The proposed use does not fall within the designated growth areas of the 2013 Comprehensive Plan.

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

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

*Objective 2:* Through effective zoning, define appropriate areas; in size, shape and location, to accommodate anticipated future development needs within Cumberland County.

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

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

**Consistency with the Zoning Ordinance:**

The proposed use of the subject property is compatible with the above intent. This allows for future commercial growth.

**Allowed Uses in the B-2 District:**

Sec. 74-462. - Permitted uses.

Permitted uses in a B-2 district are as follows:

- (1) Auctions.
- (2) Bakeries.
- (3) Barbershops and beauty shops, massage therapy.
- (4) Cabinet-making furniture and upholstery shops.
- (5) Car washes.
- (6) Childcare centers.
- (7) Churches, libraries.
- (8) Drugstores.
- (9) Dry cleaners/laundries.
- (10) Event facilities.
- (11) Exercise facility.
- (12) Financial services.
- (13) Fire and rescue stations.
- (14) Gift shops.
- (15) Government offices/post offices.
- (16) Home appliance/hardware store.
- (17) Kennels, commercial (no outdoor confinement).
- (18) Laundromats.
- (19) Liquor store.
- (20) Lumber and building supply (storage under cover).
- (21) Office buildings.
- (22) Plumbing/electrical supply (storage under cover).
- (23) Recreation centers.
- (24) Retail farm and garden centers.
- (25) Retail food store or supermarkets.
- (26) Retail stores.
- (27) Tanning salons.
- (28) Truck, automobile, trailer, and equipment rental as an accessory to an existing establishment.
- (29) Vehicle painting, upholstering, repairing, rebuilding and reconditioning.
- (30) Veterinary hospital (no outdoor confinement).
- (31) Wearing apparel stores.

(Code 1990, § 14-45B; Ord. of 3-23-2004(4); Ord. No. 10-09, 10-13-2010; Ord. No. 12-02, 11-13-2012; Ord. No. 16-05, 4-12-2016)

Sec. 74-463. - Conditional uses.

Permitted uses with conditional use permit in a B-2 district are as follows:

- (1) Reserved.
- (2) Childcare.
- (3) Hotels, motels.
- (4) Kennels, commercial (with any outdoor confinement).
- (5) Mini storage warehouse.
- (6) Printing businesses.
- (7) Public utilities.

- (8) Radio, TV, cable stations and accessories.
- (9) Radio stations, television stations and cable TV facilities, communication station an/or tower or related facilities; subject to provisions of section 74-731 et seq.
- (10) Restaurants.
- (11) Restaurants, drive-in.
- (12) Service stations (major repair under cover).
- (13) Shopping center, subject to provisions of section 74-711 et seq.
- (14) Veterinary hospital (with any outdoor confinement).

(Code 1990, § 14-45C; Ord. of 3-23-2004(4); Ord. No. 08-02, § 8., 5-13-2008(2); Ord. No. 10-09, 10-13-2010)

**Public Notification:**

Notice was published in the Farmville Herald on August 31 and September 7, 2018.

Adjacent notice for the Planning Commission public hearing was sent by certified mail to adjacent property owners on August 15, 2018.

**Public Input:**

No inquiries have been made.

**Conclusion:**

The requested action is consistent with the Comprehensive Plan goals and the Zoning Ordinance and is supportive of the county's plans to provide for and encourage economic development opportunities.

**Recommendation:**

The Planning Commission unanimously recommended that the Board of Supervisors approve the rezoning on August 27, 2018 with a public hearing.

This recommendation came with the understanding that two proffers would be added. The first is that lighting be used that will be projected in a downward direction. The second is that no trash will be allowed to collect on the property by the way of a maintenance agreement.

Respectfully submitted by:

JP Duncan  
Planning Director

**SITE INFORMATION**

OWNER	PAR 5 DEVELOPMENT GROUP, LLC		
CONTACT	JODY BLAND		
ADDRESS	2075 JUNIPER LAKE RD WEST END, NC 27716 (919) 444-0881		
PHONE NUMBER	734.88		
PROJECT ADDRESS	CUMBERLAND ROAD		
STATE	NC		
FEMA MAP NUMBER	51002000A		
SOILS	NAME	DESCRIPTION	SLOPES
	1B	(ART) LOESS (HELVIA)	2.7%
	21B	(SANDY LOAM)	2.7%
PERMITS	NONE		
ZONING	H28A		
CURRENT USE	2 ACRES		
PROPOSED USE	A-2 VACANT COMMERCIAL, RETAIL		
FRONT SETBACKS	130'		
REAR SETBACKS	35'		
TOTAL BUILDING SIZE	9,100 SF		
RETAIL FLOOR AREA	7,283 SF		
PARKING REQUIRED BY COUNTY ZONING	20 SPACES		
PARKING PROVIDED	30 STANDARD + HANDICAP = 46 SPACES TOTAL		

**OWNER / DEVELOPER:**  
PAR 5 DEVELOPMENT GROUP, LLC  
2075 JUNIPER LAKE RD  
WEST END, NC 27716  
(919) 444-0881 (PHONE)  
(919) 444-0881 (FAX)

**CIVIL & SITE ENGINEER CONTACT:**  
MATT HASTINGS & ENGINEERING SERVICES  
SUMMIT DESIGN & ENGINEERING SERVICES  
1000 W. HILLSBOROUGH DR.  
HILLSBOROUGH, NC 27278  
(919) 732-3883 (PHONE)  
(434) 579-4604 (CELL)  
MATT.HASTINGS@SUMMITDE.NET

**C. SITE PLAN GENERAL NOTES:**

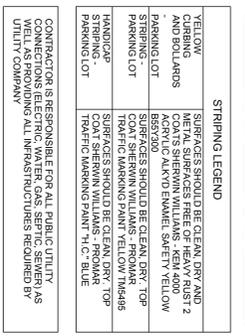
- THE SITE PLANS ARE BASED ON MINIMUM REQUIREMENTS FOR SITE ACCESS, PARKING AND HEIGHT DELIVERY. DEVIATIONS FROM THIS PLAN SHALL INSURE PROPER SITE ACCESS FOR DOLLAR GENERAL'S FREIGHT TRUCKS DURING NORMAL BUSINESS OPERATING HOURS. GENERAL 7.5 FOOT LONG FREIGHT TRUCKS SHALL BE SUBSTRUCTURED AND FEET OF LANDSCAPE AREAS, STONE LIGHT POLES, BOLLARDS, ETC. HEAVY DUTY PAVEMENT IS REQUIRED ALONG THE ENTIRE DELIVERY TRUCK (MANEUVERING) PATH. (SEE SHEET C-5)
- A MINIMUM OF 34 PARKING SPACES, WHICH INCLUDE 2 HANDICAP ACCESSIBLE SPACES, ARE REQUIRED AS REQUIRED BY JURISDICTIONAL REQUIREMENTS. ADDITIONAL PARKING SPACES ARE REQUIRED TO SUPPORT THE TOTAL NUMBER OF H.C. SPACES SHALL BE INCORPORATED IN ACCORDANCE WITH ADA REQUIREMENTS.
- STANDARD PARKING SPACES SHALL HAVE A MINIMUM SIZE OF 8' X 20' UNLESS LOCAL JURISDICTIONAL REQUIREMENTS SPECIFY OTHERWISE. PARKING SPACES AND ACCESSIBLE SPACES SHALL BE PAINTED YELLOW. PAVEMENT SHALL BE REFLECTIVE TYPE.
- PAINTED STANDARD PARKING SPACE AND ISLAND STROKE COLOR SHALL BE YELLOW FOR ASPHALT PAVEMENT AND CONCRETE PAVEMENT. COLOR FOR PAINTED H.C. ACCESSIBLE SPACES SHALL BE RED. THE REQUIREMENTS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) SHALL BE PAINTED YELLOW. PAINT SHALL BE REFLECTIVE TYPE.
- PAINTED FIRE LANE STRIPING OR PAINTED CURBS SHALL BE PROVIDED AS REQUIRED BY JURISDICTIONAL REQUIREMENTS.
- CONCRETE PARKING STOPS SHALL BE USED AT PARKING SPACES ALONG THE OUTER PERIMETER OF PARKING LOT WHEN CONCRETE CURBS ARE NOT USED.
- CONCRETE PARKING STOPS SHALL NOT BE USED AT THE FRONT OF THE BUILDING OR ALONG THE PERIMETER (ADJACENT) TO THE BUILDING.
- THE SIDEWALK AT THE FRONT OF THE BUILDING SHALL BE A MINIMUM OF 8 FEET WIDE. THE SIDEWALK SHALL INCLUDE A 10 FOOT MINIMUM WIDE ADA ACCESSIBLE RAMP CLOSE TO THE STORE MAIN ENTRANCE. SIDEWALKS ALONG OTHER SIDES OF BUILDING SHALL BE MINIMUM 4 FEET WIDE. SIDEWALKS SHALL BE 6" HIGH ABOVE EXTERIOR OR PAVEMENT FINISH GRAVES. ALL EXTERIOR SIDEWALKS SHALL HAVE A BROOM FINISH.
- PORTLAND CEMENT SIDEWALKS SHALL BE MINIMUM 4" THICK WITH A 6" HIGH CURB AT ALL PERIMETER TRANSITIONS. USE WELDED WIRE FABRIC REINFORCING.
- THE PREFERRED WIDTH OF SITE CURB CUTS IS 36" WITH ONE ENTRANCE LANE AND TWO (TWO) TURN AND LEFT TURN EXIT LANES.
- DRIVEWAY CONSTRUCTION WITHIN ROAD RIGHT-OF-WAYS, INCLUDES RADIUS SIZES, DRIVEWAY MARKINGS, DRIVEWAY WIDTHS, ETC. SHALL BE IN ACCORDANCE WITH JURISDICTIONAL REQUIREMENTS.
- SITE PLANS SHALL UTILIZE DOLLAR GENERAL'S PHOTOGRAPHIC BUILDING DESIGN WITH 70'-0" BUILDING HEIGHT. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE BUILDING DESIGN ORDINANCES AND APPROVAL. GROW BUILDING OUTWARD IF NECESSARY TO MAINTAIN CLEAR SALES FLOOR AREA AS SHOWN ON SHEET A1.
- THE ACTUAL LOCATION FOR THE PYLON SIGN SHALL BE SITUATED FOR OPTIMAL VISIBILITY ALONG THE MAIN FRONT TRAFFIC CORRIDOR.
- THE LANE OR DRIVE BETWEEN PARKING SPACES SHALL HAVE A MINIMUM WIDTH OF 36" AND A MINIMUM CLEARANCE OF 10' FROM THE SIDEWALK. THE LANE IS CONSTRUCTED OF STANDARD DUTY PAVEMENT AND NOT USED FOR FREIGHT TRUCK MANEUVERING.
- GROUND UTILITY APPURTENANCES, SUCH AS METERS, TRANSFORMERS, FIRE HYDRANTS IN PAVED AREAS, ETC. SHALL BE BOLLARD PROTECTED.
- DOWNSPOUTS SHALL NOT BE ALLOWED TO DISCHARGE ON CONCRETE SIDEWALKS. SEE DETAIL ON THIS SHEET.

**D. SITE PARKING LOT:**

- USE PAVING SPECIFICATIONS NOTED ON SHEET D01 UNLESS A CERTIFIED GEOTECH REPORT SPECIFIES AN ALTERNATE REQUIREMENT (SEE PAGE D01 FOR DETAILS) AND IS APPROVED BY DOLLAR GENERAL.
- PROVIDE PARKING LOT IN GOOD CONDITION. PROPERLY STRIPPED WITH YELLOW PAINT. MINIMUM OF 30 PARKING SPACES REQUIRED, INCLUDING A MINIMUM OF 2 HANDICAP ACCESSIBLE SPACES.
- PROVIDE ACCESSIBLE PARKING SPACES AS REQUIRED BY LOCAL JURISDICTIONS.
- PROVIDE PROTECTION (BOLLARDS, GROUND RAILS, OR EQUIVALENT) FOR ELECTRIC, GAS, HVAC, AND WATER SERVICES TO BE PROTECTED UNDER THE SIDEWALKS.
- CONTRACTOR WILL COMPLETE ALL SITE WORK FINAL GRADING, LANDSCAPING, SEEDING, PAVING, DETAILING AND SIGNING OF DESIGN.
- REMOVE NOTES THAT THESE SHOULD NOT BE ANY PARKING STOPS LOCATED DIRECTLY IN FRONT OF DRIVEWAYS OR ENTRANCES TO THE BUILDING.
- EROSION CONTROL AROUND PROPERTY IS REQUIRED BY CONTRACTOR.
- CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING ALL VEGETATION AND REGIONAL APPROPRIATE LANDSCAPING. ALL LOCAL LANDSCAPE REQUIREMENTS MUST BE MET.
- THE CONCRETE DELIVERY TRUCK RECEIVING PAD MUST BE A MINIMUM OF 6'X16'. THE CONCRETE PAD MUST SLOPE AWAY FROM THE BUILDING AT 1/8" PER FOOT.
- IF REQUIRED, THE DUMPSTER ENCLOSURE MUST BE 18" WIDE BY 17" DEEP AND HAVE WOOD FENCE ON SIDES AND REAR WITH CHAIN LINK GATES AND PRIVACY SLATS AS A MINIMUM BASIS OF DESIGN ONLY.
- CURBING OR CONCRETE PARKING STOPS SHOULD BE LOCATED AT PERIMETER PARKING ZONES.
- LANDSCAPING AND SITE WORK SHALL BE FREE OF DEBRIS AND IN LIKE NEW CONDITION.
- DUMPSTER AND DELIVERY PADS SHALL BE CONSTRUCTED OF CONCRETE AS DETAILED ON SHEET A1. SIDEWALKS SHALL BE 6" HIGH ABOVE EXTERIOR OR PAVEMENT FINISH GRAVES. ALL EXTERIOR SIDEWALKS SHALL HAVE A BROOM FINISH.
- PORTLAND CEMENT SIDEWALKS SHALL BE MINIMUM 4" THICK WITH A 6" HIGH CURB AT ALL PERIMETER TRANSITIONS. USE WELDED WIRE FABRIC REINFORCING.
- THE PREFERRED WIDTH OF SITE CURB CUTS IS 36" WITH ONE ENTRANCE LANE AND TWO (TWO) TURN AND LEFT TURN EXIT LANES.
- DRIVEWAY CONSTRUCTION WITHIN ROAD RIGHT-OF-WAYS, INCLUDES RADIUS SIZES, DRIVEWAY MARKINGS, DRIVEWAY WIDTHS, ETC. SHALL BE IN ACCORDANCE WITH JURISDICTIONAL REQUIREMENTS.
- SITE PLANS SHALL UTILIZE DOLLAR GENERAL'S PHOTOGRAPHIC BUILDING DESIGN WITH 70'-0" BUILDING HEIGHT. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE BUILDING DESIGN ORDINANCES AND APPROVAL. GROW BUILDING OUTWARD IF NECESSARY TO MAINTAIN CLEAR SALES FLOOR AREA AS SHOWN ON SHEET A1.
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- GROUND UTILITY APPURTENANCES, SUCH AS METERS, TRANSFORMERS, FIRE HYDRANTS IN PAVED AREAS, ETC. SHALL BE BOLLARD PROTECTED.
- DOWNSPOUTS SHALL NOT BE ALLOWED TO DISCHARGE ON CONCRETE SIDEWALKS. SEE DETAIL ON THIS SHEET.

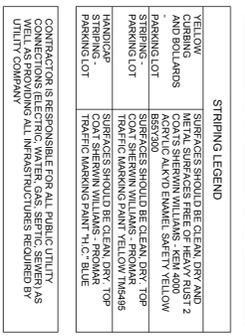
**E. HVAC SECURITY FENCING:**

- ONLY TO BE USED IF HVAC UNITS ARE ON THE GROUND.
- PROVIDE THE FOLLOWING WHEN THE STORE IS DEFINED AS BOTH SECURITY AND UTILITIES SIGNAGE:
- SCHEDULE 40 GALVANIZED PIPE.
- SCHEDULE 40 GALVANIZED PIPE.
- PROVIDE POLYETHYLENE THERMOPLASTIC PRIVACY SLATS COLOR TO MATCH BUILDING WITH UV INHIBITORS. USE WHEN UNITS ARE FLAGGING STREET OR RESIDENTIAL.
- PROVIDE 12 3/4" GATES WITH COMMERCIAL GRADE HEAVY DUTY HINGES AND LOCKS. FRAMES TO BE SAME AS TOP RAIL.
- MAINTAIN A MINIMUM 4'-0" IN-BETWEEN UNITS AND FENCING. FINISH IS TO BE FINISH OF THE EDGE OF CONCRETE PAD. PROVIDE PAD AND BRUSH BRUSHING TO OCCUR ON SITES.
- PROVIDE RAZOR COIL FULL LENGTH OF FENCING. 18" DIAMETER GALVANIZED.
- CONTRIN NUMBER OF UNITS AND SIZE OF UNITS AND ADJUST PAD AND BRUSHING ACCORDINGLY.



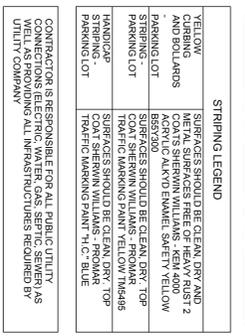
**STRIPING LEGEND**

YELLOW SURFACES SHOULD BE CLEAN, DRY AND CURBING	METAL SURFACES FREE OF HEAVY RUST 2
AND BOLLARDS	AGENCY (ALVD) EMMEL SAFETY YELLOW
PARKING LOT	8557900
PARKING LOT	COAT SHEENMAN WILLIAMS' PAVING TRAFFIC MARKING PAINT YELLOW TMS-40S
HANDICAP PARKING LOT	SURFACES SHOULD BE CLEAN, DRY TYP
	TRAFFIC MARKING PAINT "C" BLUE



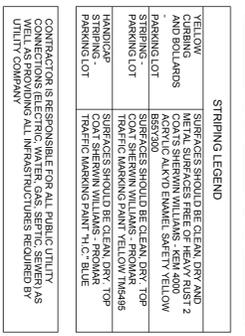
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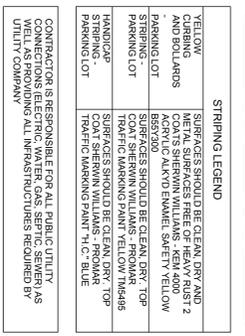
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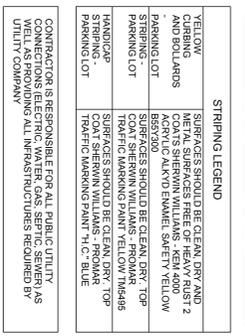
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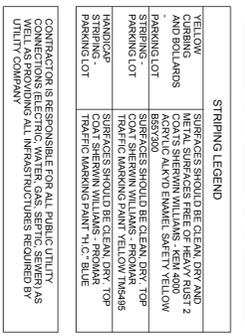
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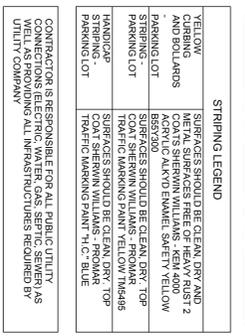
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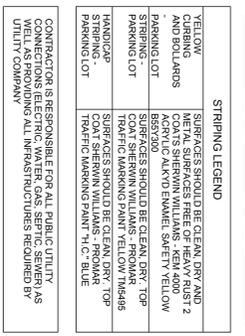
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AND BOLLARDS	AGENCY (ALVD) EMMEL SAFETY YELLOW
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PARKING LOT	COAT SHEENMAN WILLIAMS' PAVING TRAFFIC MARKING PAINT YELLOW TMS-40S
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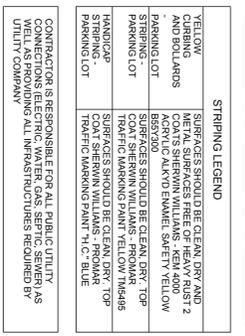
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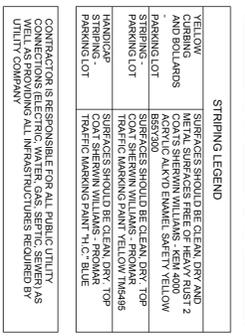
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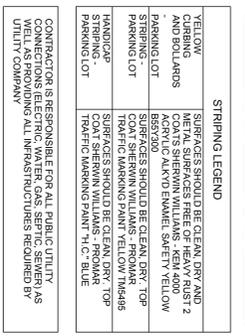
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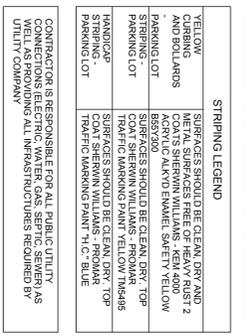
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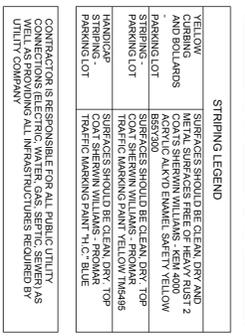
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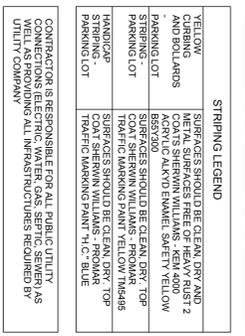
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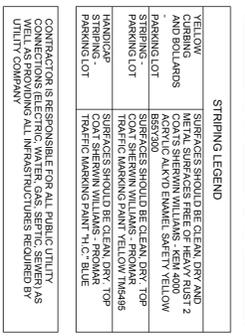
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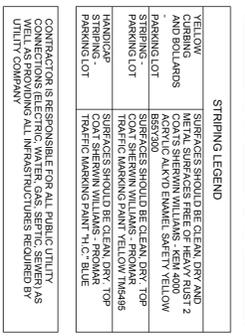
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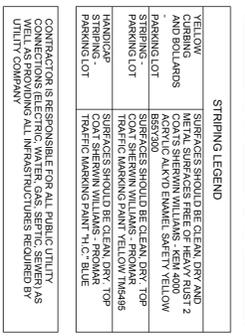
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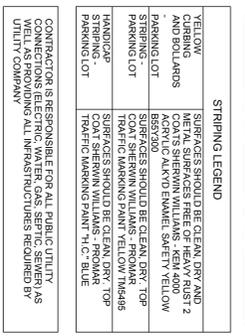
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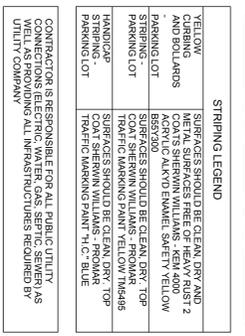
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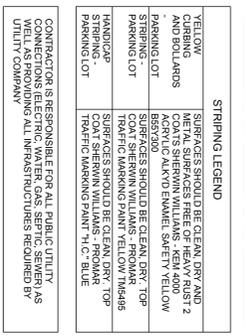
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## JP Duncan

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**From:** Robert Love <robert.love@summitde.net>  
**Sent:** Monday, August 20, 2018 11:41 AM  
**To:** JP Duncan  
**Subject:** FW: Cumberland County - update  
**Attachments:** building.jpg

We wish to change the application to reflect the following proffer of the building design as previously sent to you (and attached). We will be providing an official proffer statement at the planning board meeting.

Thanks,

Robert Love, GISP  
CAD Designer II - Land Development

Phone: (434) 577-1215

1320 Seymour Drive  
South Boston, VA 24592



Creatively Inspired – Technically Executed



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**From:** Zachary Ivey <zac@par5development.com>  
**Sent:** Monday, August 13, 2018 4:21 PM  
**To:** Robert Love <robert.love@summitde.net>  
**Cc:** Matt Hastings <matt.hastings@summitde.net>; Mitchell Martin <mitchell.martin@summitde.net>  
**Subject:** Re: Cumberland County - update

Robbie,

We are prepared to proffer the building.

Regards,

Zachary D. Ivey  
Development Project Manager

Par 5 Development Group, LLC  
Rhetson Companies, Inc.  
2075 Juniper Lake Rd.  
West End, NC 27376

910.944.0881 (off)  
910.639.0859 (cell)  
910.944.0882 (fax)







COMMONWEALTH OF VIRGINIA  
**COUNTY OF CUMBERLAND**

**Internal Use Only**  
 FILE # \_\_\_\_\_ STAFF \_\_\_\_\_  
 RECEIVED 8/17/19  
 COMPLETED \_\_\_\_\_  
 FEE/Ck. # \_\_\_\_\_  
 RECEIPT # 416 514-1000

**Application for Change in Zoning**  
 (A.K.A. Rezoning/Zoning Map Amendment)  
 Last revised 07/07/10

416 445-1150  
 Paid too much for  
 REZ 17-03

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

**NOTES:** REZONINGS MAY REQUIRE A TRAFFIC IMPACT ANALYSIS IN COMPLIANCE WITH STATE LAW. If required, the subdivision application will not be deemed complete until such analysis has been prepared and submitted. For more information, please obtain an information packet prepared by county staff and available in the Planning Dept. entitled, "Traffic Impact Analysis Information." Please contact the Planning Dept. with any questions.

The application fee associated with a rezoning application is directly associated with meeting the specific legal advertisement and public notification requirements required by state law. Such application fee has been the same amount for over 10 years.

Project/Development Name (how should we refer to this application?):  
Cumberland Dollar General

Describe the change of zoning being requested (i.e. how are proposing to amend the zoning map?):  
Rezoning from A-2, Agricultural General to B-2, Business District Limited

Address/ Location: South side of SR 45(Cumberland Rd) approximately 200ft northeast of SR 640.  
 Current Zoning: A-2, Agricultural General

Tax Map Parcel(s): 73-A-58

Election District: 4

Are you submitting proffers with this application? If so, attach proffer(s).	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is this an amendment to an existing zoning application or to any existing zoning conditions? If so, provide copy of items to be amended.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are you proffering a site/design plan with this application? If so, attach plan(s).	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is a Traffic Impact Analysis (TIA) required for this request? If so, attach TIA. See TIA info sheet and checklist for more information.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is an amendment to the subdivision or zoning ordinance also proposed as part of the rezoning application? If so, complete and attach the Code Amendment application.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

**Contact Person** (who should we call/write concerning this project?): Jody Bland

Par 5 Development Group, LLC

Address: 2075 Juniper Lake Road City: West End State: NC Zip: 27376

Daytime Phone: ( 910 ) 944-0881 Fax #: ( 910 ) 944-0882 Email: jody@par5development.com

**Owner of Record** (who currently owns the property?): Julia M. Tipton

Address: 3156 Cumberland Road City: Cumberland State: VA Zip: 23040

Daytime Phone: ( ) Fax #: ( ) Email:

**Applicant** (who is the contact person representing?): Jody Bland

Par 5 Development Group, LLC

Address: 2075 Juniper Lake Road City: West End State: NC Zip: 27376

Daytime Phone: ( 910 ) 944-0881 Fax #: ( 910 ) 944-0882 Email: jody@par5development.com

Does the owner of this property own (or have any ownership interest) in any abutting property? If yes, please list those tax map parcel numbers. No

Section 15.2-2284 of the Code of Virginia states that, "Zoning ordinances and districts shall be drawn and applied with reasonable consideration for the existing use and character of property, the comprehensive plan, the suitability of property for various uses, the trends of growth or change, the current and future requirements of the community as to land for various purposes as determined by population and economic studies and other studies, the transportation requirements of the community, the requirements for airports, housing, schools, parks, playgrounds, recreation areas and other public services, the conservation of natural resources, the preservation of flood plains, the preservation of agricultural and forestal land, the conservation of properties and their values and the encouragement of the most appropriate use of land throughout the locality."

The items that follow will be reviewed by the staff in their analysis of your request. Please complete this form and provide additional information which will assist the County in its review of you request. If you need assistance filling out these items, staff is available.

What public need or benefit does this rezoning serve?

This site will provide retail opportunity to the surrounding neighborhood as well as economic benefits such as employment and sales tax to the locality.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Describe your request in detail including why you are requesting this particular zoning district and it's compliance with the comprehensive plan: See Attached Project Narrative

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If you would like to proffer any restrictions on the development of the property, please list these proffers on an attachment in a form acceptable to the County. Proffers are voluntary offers to use property in a more restrictive way than the overall zoning district classification would allow. By State Code, proffers must have a reasonable relationship to the rezoning and are not mandatory. The rezoning must give rise to the need for the proffers; the proffers must be related to the physical development or physical operation of the property; and the proffers must be in conformity with the Comprehensive Plan.

The County has developed cash proffer computations. **The maximum net residential cash proffer is currently \$5,242 per residential unit.** This amount should serve as an indicator to prospective rezoning applicants of the net cost per housing unit that the County will incur to provide the capital facilities serving the development subsequent to the rezoning. Contact staff for more information concerning the County's cash proffer policy.

Are there any liens against the property?    YES  NO   *(If Yes, please list them below:)*

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

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

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

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

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

**Owner/ Applicant Must Read and Sign**

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

PAR 5 DEVELOPMENT GROUP LLC / JOSEPH K. BLAND V.P.

6/28/17

Print Name of Owner/ Applicant

Date



910-944-0881

Signature of Owner/ Applicant

Daytime Phone # of Signatory

**The below is to only be completed by County staff.**

**Rezoning Package Completeness Review:** I have reviewed the rezoning package and find it to complete. If the scope of the rezoning request is such that a traffic impact analysis is required, such rezoning package shall include a completed TIA and applicable fee. A complete rezoning package will contain this completed application, proffers (if proposed), TIA (if required), plan of development, county application fee and VDOT TIA fee (if TIA required).

By signing the below, County staff is stating the rezoning package is complete; it does not and should not imply any approval or denial of the request.

\_\_\_\_\_  
Signature of Zoning Administrator

\_\_\_\_\_  
Date

on a copy of this Agreement sent electronically or by facsimile shall be binding upon transmission and the electronic or facsimile copy may be utilized for the purpose of this Agreement.

**Section 20. Access to Public Roads, Reciprocal Easement Agreement:** Seller agrees that it will execute a shared access easement at Closing that substantially conforms to Buyer's standard Reciprocal Easement Agreement form (which form Purchaser shall provide to Seller upon request and which form is incorporated herein) and Buyer's standard Restrictive Covenants Agreement form (described further below) if Seller owns property that is currently served by a shared access easement that encumbers the Property or if a governmental agency requires Buyer to establish a shared access easement benefitting Seller's property and encumbering the Property.

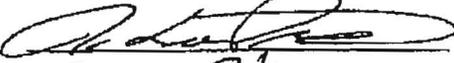
**Section 21. Restrictions:** If the Property is a portion of a larger parcel owned by Seller or if Seller owns parcel(s) adjacent to the Property then Buyer and Seller agree to enter into an agreement that substantially conforms to Buyer's standard Restrictive Covenants Agreement form (which form Purchaser shall provide to Seller upon request and which form is incorporated herein) at Closing. If the parcel(s) shares an access-way with the adjacent property, then Buyer and Seller agree to enter into a Restrictive Easement Agreement as provided above in Section 20 at Closing.

**Section 22. Permits:** Seller agrees to sign and/or execute all documents pertaining to the acquisition of plans approval and permits from government agencies including, but not limited to, DEQ, VDOT, and municipal agencies. Seller expressly agrees to allow Buyer to apply for zoning applications, plans approval, easements, and permits prior to Closing, and Seller hereby appoints R. Lee Pittman of Par 5 Development Group, LLC and Carrie E. Coyner and Kerry Brian Hutcherson of Rudy, Coyner & Associates, PLLC as Seller's attorneys-in-fact for the purpose of managing any zoning applications necessary to ensure that the Intended Use is legally permitted on the Property.

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. IF YOU DO NOT FEEL THIS DOCUMENT MEETS YOUR NEEDS, YOU MAY WISH TO CONSULT YOUR ATTORNEY.

**BUYER:**

PAR 5 DEVELOPMENT GROUP, LLC

By: 

Name: R. Lee Pittman  
Manager

Date: 3/07/18

**SELLER:**

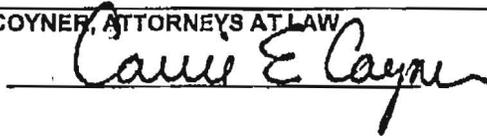
PILVINDER KAUR

By:  (SEAL)

Name: PILVINDER KAUR

Date: 3-28-18

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

\_\_\_\_\_  
Date: 4/4/18 RUDYCOYNER, ATTORNEYS AT LAW  
By: 

Buyer Initials: CB Seller Initials: P.K.



TO: Cumberland County Planning Commission and Board of Supervisors

FROM: Matt Hastings, PE  
Project Manager – Land Development

RE: Par 5 Development Group, LLC – Cumberland Dollar General Site Rezoning Application

Summit Design and Engineering Services is filing this Application for Change in Zoning on behalf of Par 5 Development Group, LLC. The current zoning of Tax Map Parcel is 73-A-58 is A-2, Agricultural General District.

This proposed rezoning would satisfy the following goals, objectives and policies of the 2013-2018 Cumberland County Comprehensive Plan:

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

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

**Objective 2:** To encourage the development of service and retail businesses to meet the needs of the current and future population of Cumberland County.

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

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

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

The proposed use in this area is compliance with the Comprehensive Plan and the intent of the B-2 Zoning district, in order “to provide for a concentration of a limited range of commercial uses that serve the residents of the area to which the public requires direct and frequent access. To enhance the convenience of shopper, this district has direct access to a major street or highway.”

**Project Narrative:**

Par 5 development Group, LLC is seeking a CUP in order to install a sixty-nine (69) square foot sign on the site of a proposed new retail store. The proposed new sign exceeds the maximum signage allowed by Zoning Ordinance of sixty (60) square feet.

The establishment, maintenance, and operation resulting from the issuance of the CUP for the sign will not be detrimental to or pose any danger to the public health, safety, morals, comfort or general welfare. Furthermore, the installation of the sign will not be injurious to the use and enjoyment of other properties in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the surrounding neighborhood. The CUP will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

The proposed pylon sign and site signage will be designed to not impede sight distance or constitute a nuisance. Lighting will be dark skies friendly and will not produce glare or spillover onto adjacent properties or the adjacent roadway. All setbacks and other open spaces are provided for in the signage design. The proposed signage will not be at variance with the immediate neighborhood or character of the applicable district and will not cause a substantial depreciation of the properties in the neighborhood. All portions of the site design have been proposed in a manner that will meet all applicable codes and guidelines of the Cumberland County Zoning Code.



**STAFF REPORT**  
**CUP 18-07**  
**Dollar General**  
**Conditional Use Permit**  
**Cumberland County, Virginia**  
**Board of Supervisors Public Hearing**

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**General Information:**

Processing schedule: The Planning Commission considered this proposal on August 27, 2018 with a public hearing. They recommended that the Board of Supervisors approve the CUP with a vote of 4-2. The public hearing with the Board of Supervisors will be held on September 11, 2018.

**Application Information:**

Applicant: Jody Bland, Par 5 Development Group, LLC  
Owner: Julia M. Tipton  
Requested Action: To grant a CUP to allow a nonconforming wall sign.  
Location: Portion of Tax Parcel 73-A-58  
East side of Cumberland Road near intersection of Holman Mill Road  
Voting District: 4  
Existing Zoning: A-2, Agricultural  
Proposed Zoning: B-2, Business District Limited with CUP  
Size: 2.5 acres portion of 73-A-58 starting 248.52 feet from the intersection of Holman Mill Rd and Cumberland Rd going back approximately 180 feet from Cumberland Road along 420 feet of Cumberland Road.  
Existing land uses: Vacant  
Comp. plan area: Not in a growth area  
Overlay districts: None

**Surrounding Area Information:**

<u>Direction</u>	<u>Adjacent existing uses</u>	<u>Adjacent zoning</u>	<u>Adjacent Comp. Plan Area (2013)</u>
All	Agricultural/Residential	A-2	Not in a Growth Area

\*Note: This application is for a portion of the same parcel of the former Midway Grocery Store, which has plans to reopen as a continued use.

**Summary of Request and Background Information:**

This property is located along Route 45 at the intersection of Holman Mill Road. It is part of the same parcel of the former Midway Grocery.

The applicant is applying for a Conditional Use Permit to allow a larger sign than Cumberland County Code allows. The Code allows for **60** square feet of wall sign in a B-2 zoning district. This application is for a **149.625** square foot wall sign.

The applicant is also requesting a rezoning to B-2, Limited Business, for the purpose of developing the northern 2.5 acres of the property.

**Consistency with the 2013 Comprehensive Plan:**

The proposed use does not fall within the designated growth areas of the 2013 Comprehensive Plan.

The following goals, objectives and policies of the 2013 Comprehensive Plan would not be achieved by the proposed rezoning:

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

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

**Consistency with the Zoning Ordinance:**

The proposed use of the subject property is not compatible with the intent of the district.

**Public Notification:**

Notice was published in the Farmville Herald on August 31 and September 7, 2018.

Adjacent notice for the Planning Commission public hearing was sent by certified mail to adjacent property owners on August 15, 2018.

**Conclusion:**

The proposed use in this area is not in compliance with the Comprehensive Plan nor the intent of the A-2 zoning district.

**Recommendation:**

The Planning Commission considered this proposal on August 27, 2018, and recommended that the Board of Supervisors approve the conditional use permit with a vote of 4-2.

This vote came with the request that the applicant place a monument sign along the road in lieu of a pole sign.

Respectfully submitted by:

JP Duncan  
Planning Director



COMMONWEALTH OF VIRGINIA  
COUNTY OF CUMBERLAND

Internal Use Only	
FILE #	STAFF
RECEIVED	9/2/18
COMPLETED	
FEE/Ck. #	
RECEIPT #	No fee

### Application for Conditional Use Permit

Last revised 7/07/10

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

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

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

Project Name (how should we refer to this application?): Dollar General Cumberland

Proposal: ~~Freestanding Sign~~ 4'-6" x 33' wall sign

Location: South side of State Route 45 (Cumberland Road), approximately 200 feet north of its intersection with State Route 640 (Holman Mill Road).

Tax Map Parcel(s): 73 - A - 58

Zoning: A-2 Comprehensive Plan Area: None

Election District: District 4

# of Acres to be Covered by Conditional Use Permit (if a portion of a parcel or parcels it must be delineated on a plat): sign to be placed on a 2.0 acre portion of the 10.0 acre parent tract

Is this an amendment to an existing conditional use permit? If Yes, provide CUP # or approval date:  YES  NO

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

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

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

Contact Person (who should we call/write concerning this project?): Jody Bland

Par 5 Development Group, LLC

Address: 2075 Juniper Lake Road City: West End State: NC Zip: 27376

Daytime Phone: (910) 944-0881 Fax #: (910) 944-0882 Email: jody@par5development.com

Cumberland County Department of Planning & Zoning  
♦ Box 110 ♦ Cumberland, VA 23040 ♦ 804-492-3520 ♦ Fax - 804-492-9224

**Owner of Record** (who currently owns the property?): Julia M. Tipton

Address: 3156 Cumberland Road City: Cumberland State: VA Zip: 23040

Daytime Phone: ( ) \_\_\_\_\_ Fax #: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

**Applicant** (who is the contact person representing?): Jody Bland

Par 5 Development Group, LLC

Address: 2075 Juniper Lake Road City: West End State: NC Zip: 27376

Daytime Phone: (910) 944-0881 Fax #: (910) 944-0882 Email: jody@par5development.com

Does the owner of this property own (or have any ownership interest) in any abutting property? If yes, please list those tax map parcel numbers. NO

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

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

Provide a written statement demonstrating that:

1. The establishment, maintenance or operation of the CUP will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare;
2. The CUP will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
3. The establishment of the CUP will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
4. The exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district as to cause a substantial depreciation in the property values within the neighborhood;
5. Adequate utilities, access roads, drainage or necessary facilities have been or are being provided;

- 6. Ingress and egress to property and structures on the property with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access of fire or catastrophe are adequately provided for;
- 7. Off-street parking and loading areas where required with particular attention to the items in # 1. above and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district are adequately provided for;
- 8. Refuse and service areas, with particular reference to the items in #s 1. and 2. above are adequately provided for;
- 9. Appropriate screening and buffering with reference to type, dimensions and character of the use are adequately provided for;
- 10. Any signs and exterior lighting are compatible and in harmony with properties in the district with reference to aesthetics, glare, traffic safety and economic effect;
- 11. Required building setbacks and other open spaces are adequately provided for;
- 12. The proposed use is compatible with adjacent properties and other property in the zoning district;
- 13. An adequate supply of light and air to adjacent property is adequately provided for; and
- 14. The CUP shall, in all other respects, conform to the applicable regulations of the zoning district in which it is located, except as such regulations may, in each instance, be modified by the Board of Supervisors.

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

SEE ATTACHED PROJECT NARRATIVE

Describe briefly the improvements proposed. State whether new buildings or structures are to be constructed, existing buildings or structures are to be used or additions made to existing buildings or structures. Give dimensions of the buildings that are to be constructed and the dimensions of any existing buildings on the property (attach any necessary information). \_\_\_\_\_

SEE ATTACHED PROJECT NARRATIVE

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

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

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

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

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

**Owner/ Applicant Must Read and Sign**

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

PAR 5 DEVELOPMENT GROUP LLC / JOSEPH K. BLAND

Print Name of Owner/ Applicant

6/28/18

Date



Signature of Owner/ Applicant

910-944-0881

Daytime Phone # of Signatory

## **Traffic Impact Analysis Information Sheet:**

### **How do I know if a T.I.A. is required to be submitted with my application?**

If the proposed development will increase the number of vehicle trips during peak hours on roads maintained by VDOT by 250 trips for a commercial development or 100 trips for a residential development you likely will need to submit a T.I.A.

### **How do I know if my proposal will increase the traffic to the amount that would require a TIA?**

Below is a listing of some general guidelines as provided by VDOT's T.I.A. administrative guidelines:

For a **residential** development, a TIA may be required if the development proposes:

- 100 or more single family dwelling units;
- 150 or more apartment units; or
- 190 or more condo/townhomes

For a **commercial** development, a TIA may be required if the development proposes a(n):

- light industrial building of 260,000sf or more;
- hotel containing 300 rooms or more;
- elementary school of 600 students or more or a high school of 550 students or more;
- hospital of 110 beds or more;
- general office building 150,000 sq. ft. or larger;
- business park 170,000 sq. ft. or larger;
- shopping center 20,000 sq. ft. or larger;
- home improvement store 60,000 sq. ft. or larger;
- drive thru bank containing 5 bays or more;
- fast food restaurant with a drive thru window of 4,000 sq. ft. or larger; or
- gas station with convenience store containing 16 hoses or more.

### **What are the fees associated with VDOT's T.I.A?**

This fee is collected directly by VDOT and is separate and in addition to the County's application fee. Both are required before an application is deemed complete.

- \$250.00 for a low-volume road;
- \$500.00 for less than 100 vehicles per peak hour; or
- \$1,000.00 for more than 100 vehicles per peak hour.

### **What is the background and purpose for the TIA requirements and where can I find additional information?**

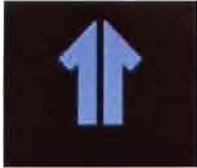
Chapter 527 of the 2006 Acts of Assembly added § 15.2-2222.1 to the Code of Virginia. The amendment establishes procedures by which localities submit proposals that will affect the state-controlled transportation network to VDOT for review and comment. The chapter also directs VDOT to develop regulations to carry out the provisions of the statute.

The regulation VDOT prepared is titled, Traffic Impact Analysis Regulations (24 VAC 30-155), sets forth procedures and requirements governing VDOT's review of and submission of comments regarding comprehensive plans and amendments to comprehensive plans, rezoning proposals, and subdivision plats, site plans and plans of development and the accompanying traffic impact analyses. The regulation also identifies when those documents must be submitted, and the documents and information that must be submitted to VDOT to facilitate the required review and submission of comments. The regulation also establishes the scope and nature of the review and a schedule of fees to be paid upon submission of a proposal to VDOT for review.

The regulation includes standards for when traffic impact analyses must be submitted to VDOT for different types of development proposals as well as what must be contained in the analyses (Information provided by VDOT). VDOT has prepared the following website on the Chapter 527 requirements:

<http://www.virginiadot.org/projects/chapter527/default.asp>

Cumberland County Department of Planning & Zoning  
 ♦ Box 110 ♦ Cumberland, VA 23040 ♦ 804-492-3520 ♦ Fax – 804-492-9224



TO: Cumberland County Planning Commission and Board of Supervisors

FROM: Matt Hastings, PE  
Project Manager – Land Development

RE: Par 5 Development Group, LLC – Cumberland Dollar General Site CUP Application

Summit Design and Engineering Services is filing this Application for Conditional Use Permit on behalf of Par 5 Development Group, LLC. The Tax Map Parcel is 73-A-58.

This proposed CUP would satisfy the following goals, objectives and policies of the 2013-2018 Cumberland County Comprehensive Plan:

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

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

**Objective 2:** To encourage the development of service and retail businesses to meet the needs of the current and future population of Cumberland County.

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

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

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

The proposed use in this area is compliance with the Comprehensive Plan and the intent of the B-2 Zoning district, in order “to provide for a concentration of a limited range of commercial uses that serve the residents of the area to which the public requires direct and frequent access. To enhance the convenience of shopper, this district has direct access to a major street or highway.”

## **Project Narrative:**

Par 5 development Group, LLC is rezoning from A-2 to B-2, Business limited to develop a 70' x 130' 9,100 square foot retail store with 6-8 Employees with operating hours between 8 a.m.- 10 p.m. The proposed new building has a total of 7,263 sq. ft. of retail floor space which would require a minimum of 29 parking spaces by Zoning Ordinance. There is a total of 30 standard parking spaces and 2 handicapped/van accessible spaces being proposed.

The establishment, maintenance, and operation resulting from the rezoning will not be detrimental to or pose any danger to the public health, safety, morals, comfort or general welfare. Furthermore, the rezoning will not be injurious to the use and enjoyment of other properties in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the surrounding neighborhood. The rezoning will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

The proposed structure will incorporate an appealing architectural exterior that will not be at variance with the immediate neighborhood or character of the applicable district and will not cause a substantial depreciation of the properties in the neighborhood. All portions of the building and site design have been proposed in a manner that will meet all applicable codes and guidelines in order to be in harmony with the intended spirit and purpose of the Zoning Ordinance.

This site will be served with on-site well and septic system. Adequate facilities will be provided by the engineer for utilities, access roads, drainage & storm water areas, etc. The entrance will be designed and will meet or exceed Virginia Department of Transportation standards. The Engineer has consulted with VDOT to determine the requirements for the proposed use and verified that a TIA is not required based on the anticipated traffic count. The site improvements will provide ample space for consumers to park while also providing for safe ingress and egress, thereby providing for the safety of those utilizing the facility, and provide for access of fire and safety equipment to the site. The parking areas have been designed to be in harmony with the adjacent properties and promote the health, safety and general welfare of the community. The parking arrangement as shown on the site concept plan is designed in order to provide a formal and flowing site with standardized parking and drive aisle, landscaping and visual appeal. Facilities will be located in order to minimize noise, glare, or odor effects on adjoining properties and properties generally in the district.

Refuse and service areas will be screened from view from public areas and surrounding properties. Trash will be removed from the business on a regular basis and the site will be kept in a neat and orderly manner. Appropriate screening and buffering will be provided of a similar type, dimension and character of the surrounding neighborhood and meets or exceeds the standards of the Zoning Ordinance. The proposed pylon sign and site signage will be designed to not impede sight distance or constitute a nuisance. Lighting will be dark skies friendly and will not produce glare or spillover onto adjacent properties or the adjacent roadway. All setbacks and other open spaces are provided for in the concept design.

The proposed use is compatible with the surrounding neighborhood and the other properties in the zoning district. All portions of the building and site design have been proposed in a manner that will meet all applicable codes and guidelines of the Cumberland County Zoning Code.

on a copy of this Agreement sent electronically or by facsimile shall be binding upon transmission and the electronic or facsimile copy may be utilized for the purpose of this Agreement.

**Section 20. Access to Public Roads, Reciprocal Easement Agreement:** Seller agrees that it will execute a shared access easement at Closing that substantially conforms to Buyer's standard Reciprocal Easement Agreement form (which form Purchaser shall provide to Seller upon request and which form is incorporated herein) and Buyer's standard Restrictive Covenants Agreement form (described further below) if Seller owns property that is currently served by a shared access easement that encumbers the Property or if a governmental agency requires Buyer to establish a shared access easement benefitting Seller's property and encumbering the Property.

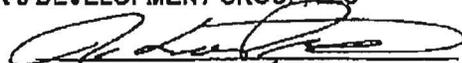
**Section 21. Restrictions:** If the Property is a portion of a larger parcel owned by Seller or if Seller owns parcel(s) adjacent to the Property then Buyer and Seller agree to enter into an agreement that substantially conforms to Buyer's standard Restrictive Covenants Agreement form (which form Purchaser shall provide to Seller upon request and which form is incorporated herein) at Closing. If the parcel(s) shares an access-way with the adjacent property, then Buyer and Seller agree to enter into a Restrictive Easement Agreement as provided above in Section 20 at Closing.

**Section 22. Permits:** Seller agrees to sign and/or execute all documents pertaining to the acquisition of plans approval and permits from government agencies including, but not limited to, DEQ, VDOT, and municipal agencies. Seller expressly agrees to allow Buyer to apply for zoning applications, plans approval, easements, and permits prior to Closing, and Seller hereby appoints R. Lee Pittman of Par 5 Development Group, LLC and Carrie E. Coyner and Kerry Brian Hutcherson of Rudy, Coyner & Associates, PLLC as Seller's attorneys-in-fact for the purpose of managing any zoning applications necessary to ensure that the Intended Use is legally permitted on the Property.

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. IF YOU DO NOT FEEL THIS DOCUMENT MEETS YOUR NEEDS, YOU MAY WISH TO CONSULT YOUR ATTORNEY.

BUYER:

PAR 5 DEVELOPMENT GROUP, LLC

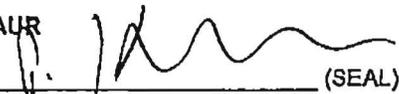
By: 

Name: R. Lee Pittman  
Manager

Date: 3/07/18

SELLER:

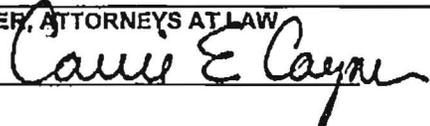
PILVINDER KAUR

By:  (SEAL)

Name: PILVINDER KAUR

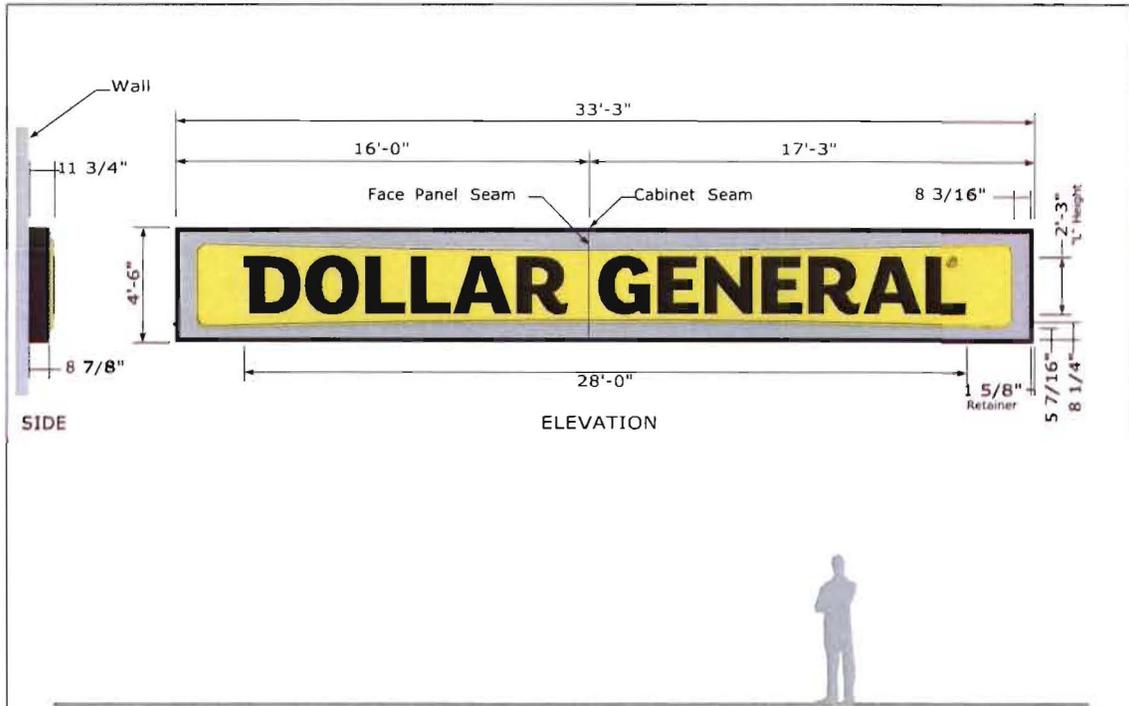
Date: 3-28-18

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

Date: 4/4/18  
RUDYCOYNER, ATTORNEYS AT LAW  
By: 

(Page 6 of 7)

Buyer Initials: CB Seller Initials: P. K.



.150" clear UV polycarbonate (Spartech) pan formed face with Black copy over Spraylat C8-2633 Yellow on PMS Cool Gray 5 background. Cabinet to be painted Satin Black.

SQUARE FOOTAGE		COLOR SPECIFICATIONS	
ACTUAL	149.63 sq. ft.	Yellow:	match Spraylat C8-2633
		Brushed Aluminum:	match Spraylat FM-171
		Black (Copy):	match Spraylat Black
		Satin Black (Metal):	match Black Polyurethane
		Cool Gray:	match PMS Cool Gray 5
		Rock Bottom Gray:	match Sherwin Williams SW7062
		Green:	match PMS 368C

	File Name: Dollar General Cutsheets 2013	<p>135 South David Lane Knoxville, TN 37922 Office: 865-539-4001 Fax: 865-539-0851 www.linkngr.com</p>	
	Project #: 13-0181		Page 10 of 33
	Date: 04/12/2013		
	Approved By:		

Artwork is the property of Dollar General. Material herein shall not be copied or reproduced without permission.

**EXHIBIT "L"**

Proffered Conditions

Cumberland County Rezoning Application by  
Pilvinder Kaur (“Owner”) and Par 5 Development Group, L.L.C. (“Applicant”)  
Tax Map Parcel 73-A-58 (“the Property”)  
August 27, 2018

The Owner and the Applicant in this case, pursuant to Section 15.2-2297 of the Code of Virginia (1950 as amended) and the Zoning Ordinance of Cumberland County, for themselves and their respective successors or assigns, hereby proffer that the development of the subject Property of this application shall be used in strict accordance with the following conditions set forth in this submission, and only if, the request submitted herewith is granted with only those conditions agreed to by the Applicant. In the event this request is denied or approved with conditions not agreed to by the Applicant, the proffered conditions shall immediately be null and void and of no further force or effect.

1. **General Development Plan.** The Property shall be developed in general conformance with the “Rezoning General Development Plan,” made by Summit Design and Engineering Services, dated April 4, 2018, which is incorporated herein and attached hereto as “EXHIBIT A.”

2. **Architectural Design Standards.** Improvements constructed on the Property shall comply with the following architectural design standards:

A. The building shown on EXHIBIT A as “Proposed Dollar General 70’ X 130” (the “Store”) shall be generally consistent with the elevation entitled “EXHIBIT B,” which is attached hereto and incorporated by this reference.

B. Exterior building materials on the front facade of the Store shall consist of a mixture of cement fiberboard (such as HardiPlank, HardiShingle, or HardiTrim) and painted brick. A band of painted brick extending a minimum of forty-four (44) inches in height above final grade shall be provided on the front façade of the Store.

C. The Store shall feature either Bahama shutters or banks of shutters on the front facade generally conforming to that which is shown in EXHIBIT B.

D. Lighting fixtures installed on the Store shall generally conform to that which is shown in EXHIBIT B.

E. The dumpster enclosure shall consist of white vinyl fencing.

3. **Lighting.** Lighting on the Property shall be directed and shielded so as not to glare into any adjacent residential or agricultural properties or public rights-of-way by using Night-Sky Friendly lighting.

4. **Landscaping.** At the completion of construction of the Store, landscaping shall be installed generally as shown on EXHIBIT A. Specifically, the twenty-foot (20') wide buffer, the location of which is shown on EXHIBIT A, shall be planted with Leyland cypress or other similar species, as approved in writing by the County's Planning Department.

5. **Trash Pick-ups and Maintenance.** Employees will be expected to pick up trash outside the store, when needed, during work hours. Maintenance agreement (contract between DG & Facility Source to maintain the property according to the landscape contract dated October 2017) shall be administered.

Respectfully submitted,

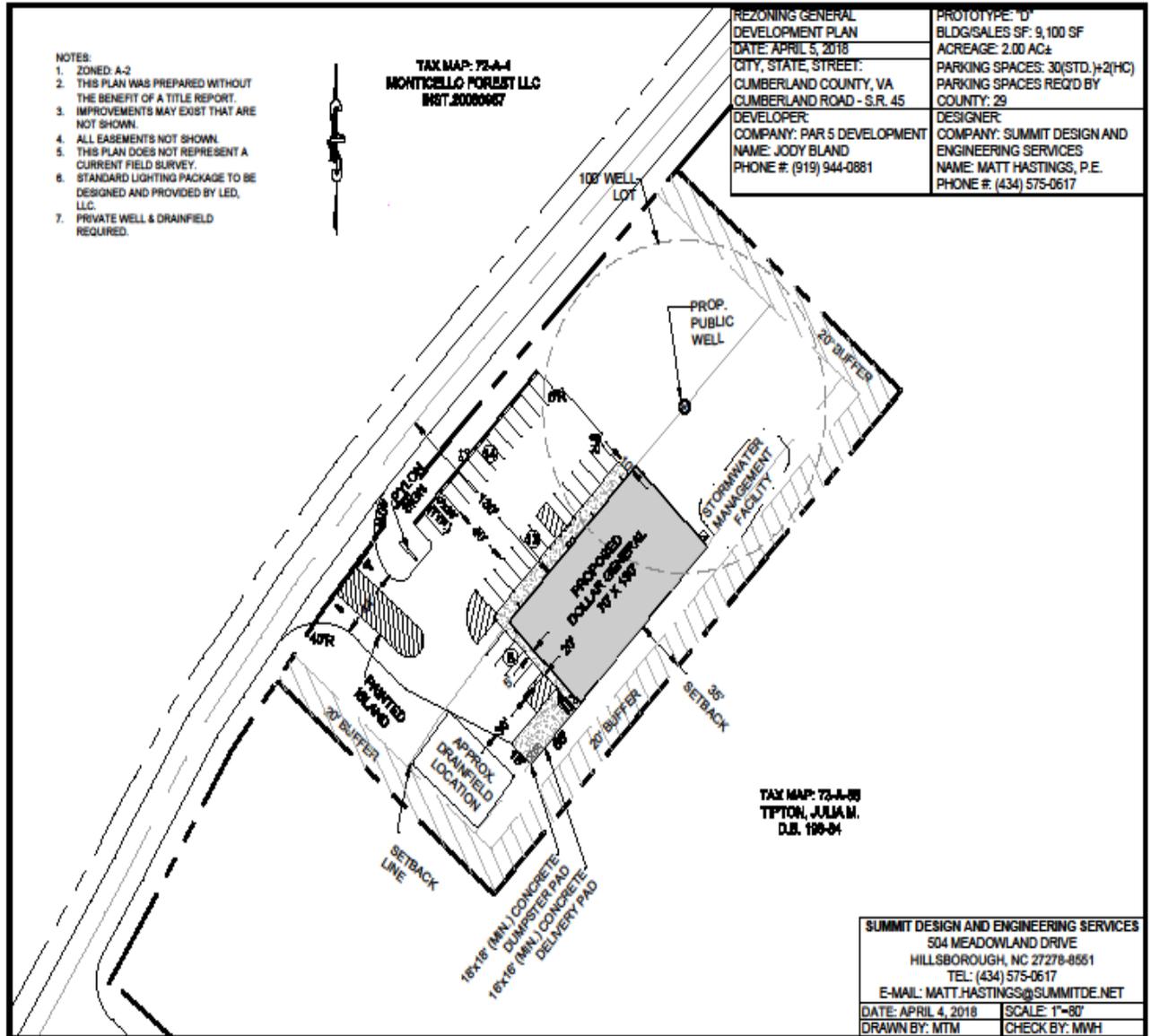
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R. Lee Pittman, Manager of  
Par 5 Development Group, L.L.C.,  
Applicant

---

Pilvinder Kaur,  
Owner

# EXHIBIT A



**EXHIBIT B**





## MEMO

Date: August 9, 2018

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

From: JP Duncan, Planning Director

Re: **CA 18-03 Solar Facility**

---

### **Recommendation:**

Set a public hearing for September 11, 2018 to hear CA 18-03 Solar Facility, which is a proposed code amendment that would allow the use of utility scale solar facilities.

## Proposed Solar Facility Code Amendment

Solar Facilities shall be permitted with conditional use permit in the following districts: A-2, R-3, and M-2.

### **Add the following to Sec. 74-2 – Definitions.**

*Canopy tree* means a tree that shall measure a minimum of three (3) inches in caliper and ten (10) feet in height at the time of planting.

*Evergreen tree* means a tree that has foliage and that remains green and functional year-round. Such tree shall measure a minimum of two (2) inches in caliper and six (6) feet in height at the time of planting.

*Understory tree* means a tree that shall measure a minimum of two (2) inches in caliper and six (6) feet in height at the time of planting.

*Utility-scale solar energy facility, or solar facility*, means an installation principally designed and used to capture and convert solar energy into electric or thermal energy primarily for off-site use, such as transmission to the power grid. The area of the system includes all the land inside the perimeter which extends to any fencing. The term applies, but is not limited to, solar photovoltaic ("PV"), solar thermal, and solar hot water systems.

### **Add “27. Solar Facility<sup>1</sup>” to list Sec. 74-133.**

### **Add the following to “Solar Facility<sup>1</sup>” to Sec. 74-133.**

#### Conditional Use Permit Required

- 1) Certain solar facilities exempt. Solar facilities dedicated primarily to the production of electricity for another facility located on the site shall not be subject to the conditional use permit requirements.
- 2) Site plan required. Solar facilities must be developed in accordance with an approved site plan that meets the standards of Sec. 74-1103 “Site plan contents” of Cumberland County Code.
- 3) Approved solar components. Electric solar system components must have a UL listing or equivalent.
- 4) Distribution lines. To the extent reasonably practical, all new distribution lines to any building, structure, or utility connection shall be located underground (trenched) to the extent permitted by the electric company.
- 5) Compliance with building code. All active solar facilities shall meet all requirements of the Virginia Uniform Statewide Building Code as well as all federal and state statutes, codes, regulations, and ordinances; and shall be inspected by the Cumberland County Building Official.
- 6) Erosion and Sediment Control. An Erosion and Sediment Control (ESC) plan shall be prepared by an engineer, submitted by the applicant, and approved by the Peter Francisco

Soil & Water Conservation District prior to any land disturbance. The owner or operator shall construct, maintain and operate the project in compliance with the approved plan. An E&S bond (or other security) will be posted for the construction portion of the project

- 7) Utility notification. No grid tied photovoltaic system shall be installed until evidence has been submitted to the planning department that the owner has been approved by the utility company to install the system.
- 8) Setbacks. With the exception of poles and lines necessary to connect to the power grid, the perimeter of the system shall be located at least fifty (50) feet from the property line of any adjoining parcel owned by any landowner other than the owner of the parcel on which the solar facility is being proposed; at least one hundred (100) feet from the nearest inhabitant residence at the time of the initial application; and at least one hundred (100) feet from any public road.
- 9) Height. With the exception of the lighting, poles, and lines necessary to connect to the power grid, the height of structures and arrays in the system shall be ground mounted and not exceed fifteen (15) feet as measured from grade at the base of the structure to the apex of the structure
- 10) Security fencing. The solar facility shall be enclosed around the perimeter by a security fence with a minimum height of six (6) feet.
- 11) Liability insurance. The applicant shall provide proof of adequate liability insurance for a solar facility prior to the issuance of a zoning or building permit. This shall be provided to the Zoning Administrator.
- 12) Signage. No signage is allowed on the solar facility fencing except for a sign, not to exceed thirty-two (32) square feet, displaying warnings, the facility name, address and emergency contact information.
- 13) Noise. Inverter noise shall not exceed fifty (50) dBA, measured at the facility property line.
- 14) Vegetative screening. A vegetative buffer yard shall be required. The vegetative buffer yard shall meet one or more of the following set of requirements:
  - a. Forty (40) feet wide with:
    - i. Four (4) canopy trees per one hundred (100) linear feet
    - ii. Six (6) understory trees per one hundred (100) linear feet
    - iii. Eleven (11) evergreen trees per one hundred (100) linear feet

The use of existing, healthy, well-formed canopy trees, understory trees, evergreen trees, and shrubs shall be maximized wherever practical to comply with these vegetative buffer requirements.

- 15) Maintenance. Native grasses shall be used to stabilize the site for the duration of the facility's use. Site access, buffer areas, and all landscaping shall be maintained to a level acceptable to Cumberland County. The project owner shall be responsible for maintaining the solar facility and access roads.
- 16) Decommissioning/Abandonment. The system owner and the owner of the land on which the solar facility is located shall be responsible and liable, jointly and severally, to begin

removing all obsolete or unused systems, facilities and equipment within six (6) months of cessation of operation and shall have them fully removed within twelve (12) months. All components are to be recycled whenever feasible. Reasonable extensions of that time may be granted from time to time by the Zoning Administrator upon timely application and a showing that (a) the system owner and/or landowner are actively seeking sale or lease of the solar facilities for future operation, or (b) the system owner or landowner have continuously maintained the land and facilities in good condition.

Every charge authorized by this section which remains unpaid shall constitute a lien against the property on which a solar facility is located ranking on a parity with liens for unpaid county taxes and enforceable in the same manner as provided in Code of Virginia, §§ 58.1-3940 et seq. and 58.1-3965 et seq., as amended.

- 17) Glare. The solar facility shall be installed so that no reflected glare is visible at the property line.
- 18) FAA Requirements. Any solar facilities located within five (5) nautical miles of any airport shall meet all FAA requirements.
- 19) Lighting. All outdoor lighting shall be shielded to direct light and glare onto the system's premises.
- 20) Wetlands. Wetlands shall be inventoried, delineated, and avoided.
- 21) Access. The County Administrator, Building Official, or Zoning Administrator, or any other parties designated by those County officials, shall be allowed to enter the property at any reasonable time to check for compliance with the provisions of this permit. Furthermore, access shall be granted without notice if the security, health and safety standards and regulations that apply to the project site pose a risk.
- 22) Change in ownership or operator. The owner and operator shall provide a written notice to the County in the event of any change in ownership or any change in the operator.

At a meeting of the Cumberland County Board of Supervisors held at 7:00 p.m. on the 2<sup>nd</sup> day of August, 2018, 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  
JP Duncan, Zoning Administrator

Absent: Nicci Edmondston, Assistant County Administrator

**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 and presented:

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

**5. County Health Insurance**

County Administrator, Vivian Giles, informed the Board that the information provided was for the Board’s review to be considered at a later meeting. There was no action taken on this item.

**6. FYE18 Budget Transfers and Supplements-**

County Administrator, Vivian Giles, informed the Board that the budget transfer items were normal year-end interdepartmental transfers.

On a motion by Supervisor Wheeler, and carried unanimously, the Board approved the FYE18 Budget Transfers as presented:

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

**7. Green Ridge Host Community Agreement-**

Supervisor Osl stated that the Board had approved the Host Community Agreement contingent upon three amendments, and those amendments now have been incorporated into the agreement presented.

Chairman Ingle asked the representatives of Green Ridge to clarify what the exact offer would be for those properties that touch the Green Ridge property. Mr. William Shewmake, counsel for the Green Ridge project, informed those in attendance that an property

value assurance program is included in the Host Community Agreement under which all properties within one half mile of the proposed project would be included. Properties adjacent to the landfill property would receive an elevated level of protection through a buyout program, but property values of all properties within the one-half mile radius would be protected.

On a motion by Supervisor Osl, and carried by the following vote, the Board approved the amendments to the Host Community Agreement and ratified the Agreement in its entirety:

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

**8. Adjourn -**

On a motion by Supervisor Osl and carried by the following vote, the Board adjourned the meeting until the next regular meeting to be held on August 14, 2018:

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

At a meeting of the Cumberland County Board of Supervisors held at 7:00 p.m. on the 14<sup>th</sup> day of August, 2018, 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  
David Meinhard, District 4  
Vivian Giles, County Administrator | Attorney  
Nicci Edmondston, Assistant County Administrator  
JP Duncan, Zoning Administrator

Absent: Lloyd Banks, Jr., District 2

**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 Osl and carried unanimously, the Board approved the Agenda as presented:

Vote: Mr. Osl – aye Mr. Banks – absent  
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 gave the following report to the Board:

- The first day of school was on August 8, 2014.
- Dr. Griffin thanked all of the organizations who assisted with school supply donations.
- The School System held two back-to-school celebrations, one at Cartersville Rescue Squad, and one at Randolph Volunteer Fire Department.
- Fall Sports Programs are under way
- On the first day of School, the American Legion came and provided a ceremony to replace the American Flag.
- The First inductee to the Cumberland County Schools Alumni Hall of Fame is Robert Sherer.
- The Cumberland Ruritan Club provided lunch for school staff on August 1, 2018.
- Sharon Baptist Church, Payne Memorial Church, and Fitzgerald Church continue to support the school system and provide school supply donations

b) VDOT

There were no VDOT representatives present.

c) Meaghan Lewis of Cumberland County Public Library gave the following report to the Board:

Ms. Lewis was unable to attend the meeting.

- d) Virginia Department of Forestry, letter from Mr. Shannon Lewis

Chairman Ingle, in the absence of Mr. Lewis, read a letter from Mr. Lewis to the Board regarding their payment in lieu of taxes. Mr. Lewis stated in his letter that the Cumberland State Forest has had a productive year, timber sales did well, improvements were made to Bonbrook Lake, and new wildlife plantings were completed, amongst other achievements. The County's payment this year is \$84,381.067. Mr. Lewis also asked that the Board share with those in attendance that there will be a Forestry and Wildlife Tour on September 18, 2018.

## 6. **Public Hearings**

- a) CUP 18-05 Cobbs Creek Substation

Zoning Administrator, JP Duncan, informed the Board that Central Virginia Electric Cooperative (CVEC) has applied to build a 115 KV transmission tap line that would be around 2,100 feet long, and lie within a 100 foot easement provided by Henrico County. They also are proposing to construct an electric substation on a 100 foot by 150 foot site owned by Henrico County. The substation would serve the Cobbs Creek Reservoir pump station as well as 475 customers of CVEC. The Planning Commission has recommended approval of the application.

The Chairman opened the public hearing and the following citizens spoke:

- Ms. Pat Hilliard asked several questions: Will her electric bill? If there is a power outage, will the proposed project increase the response time to restore power? Will citizens be buying power from Henrico County? Will the citizens have lapses in power during the transition to this substation?
- Ms. Rose McClinton stated that she has the same questions as Ms. Hilliard.

Mr. Jeremy Watts, Engineer with CVEC, answered the questions posed by the citizens. The power will continue to come from CVEC, and not Henrico County. The transition should be seamless for the customers. The rates electric companies can charge are set by the State Corporation Commission, so this substation will not cause an increase in cost to the citizens.

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

On a motion by Supervisor Wheeler and carried unanimously, the Board approved CUP 18-05 Cobbs Creek Substation by the following vote:

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

**7. County Attorney/County Administrator Report**

- a) Consent Agenda
  - 1) Approval of Bills for July 2018 and August 2018. Approved bills for August 14, 2018 are \$33,452.50. Ratified bills for July 11, 2018 to August 13, 2018 of warrants total \$557,165.38 with check numbers ranging from 77859-78108. Direct Deposits total \$163,843.21.
  - 2) Approval of Minutes – June 7, 2018, June 12, 2018, June 28, 2018, July 10, 2018

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

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

Mr. Wheeler – aye

b) Set Workshops for EMS and Goals and Priorities

County Administrator, Vivian Giles, stated that the Board discussed holding a workshop to receive the report for the EMS Study that was conducted by the Virginia Department of Fire Programs, as well as to review the Goals and Priorities of the Board. The EMS report is expected to be available late September or early October. It was the consensus of the Board that Tuesdays or Thursdays would be acceptable meeting dates. Once a specific date has been confirmed, Ms. Giles will relay that to the Board. No action was taken on this item.

c) Mutual Aid Agreement with the Town of Farmville for Fire & EMS

County Administrator, Vivian Giles, informed the Board that this item had come before the Board in June 2018, and action was tabled. The Chairman requested that an electronic copy be provided to him for release to the Emergency Services Committee (ESC). Action on this item was tabled until the next regular meeting of the Board to be held on September 11, 2018.

d) Adopt 2018 Personal Property Tax Relief Act Rates (PPTRA)

On a motion by Supervisor Meinhard and carried by the following vote, the Board approved and adopted the 2018 Personal Property Tax Relief Act rate as 41.05%:

Vote:

Mr. Osl – aye

Mr. Banks – absent

Mr. Ingle – aye

Mr. Meinhard – aye

Mr. Wheeler – aye

- e) Set a public hearing for Mid-Atlantic Broadband request for tax exempt status

On a motion by Supervisor Wheeler, and carried by the following vote, the Board set a public hearing for Mid-Atlantic Broadband request for tax exempt status for September 11, 2018:

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

- f) Approve contract with Pearson Appraisal Services for reassessment

On a motion by Supervisor Wheeler, and carried by the following vote, the Board approved the contract with Pearson Appraisal Services for the 2019 reassessment:

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

- g) County Health Insurance

On a motion by Supervisor Osl, and carried by the following vote, the Board approved a contract with Bankers Insurance for Health Insurance Services:

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

**8. Finance Director’s Report**

a) Monthly budget Report

There was no discussion regarding the monthly budget report.

**9. Planning Director's Report**

a) Planning Project Update

There was no discussion regarding this item.

b) Set Public Hearings

1. CA 18-03 Solar Facility

On a motion by Supervisor Wheeler, and carried by the following vote, the Board set a public hearing for CA 18-03 Solar Facility for September 11, 2018:

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

2. CUP 18-07 Dollar General South

On a motion by Supervisor Wheeler, and carried by the following vote, the Board set a public hearing for CUP 18-07 Dollar General South for September 11, 2018:

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

3. REZ 18-04 Dollar General South

On a motion by Supervisor Wheeler, and carried by the following vote, the Board set a public hearing for REZ 18-04 Dollar General South for September 11, 2018:

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

**10. Old Business**

N/A

**11. New Business**

The Chairman read a flyer that was provided to the Board regarding an Opioid meeting on September 13, 2018 at 5:30 p.m. at the Farmville Public Library.

**12. Public Comments**

Ms. Betty Myers asked why outside counsel was hired to represent the County in the previous court cases on July 30, 2018 and August 7, 2018.

Mr. Hubbard Sprouse stated that Supervisor Meinhard’s town hall meeting regarding the landfill prior to the vote was a good thing for residents. He stated that he is disappointed that the public question and answer section was eliminated from the agenda, and that he assumes this was done in a secret meeting. He asked for the status of the Republic Landfill and whether there is litigation regarding the Republic Landfill. Lastly, he stated that the supervisors who are representatives of the citizens do not contact the citizens and let them know what is going on.

Mr. Tim Kennell stated that because the advance payment to be received from Green Ridge is \$400,000, then if the tipping fees are not ever due, then who has to refund that money?

Ms. Christal Schools stated that her background is in tourism, and her focus now will be to stop the dump. She has many connections to many potential businesses, including a grocery store that works with local farmers, but these ideas will have to go on the back burner because she is trying to stop the dump.

Mr. Ronald Tavernier asked if each of the Supervisors actually read the Host Agreement for Green Ridge. The document grew almost 30 pages. Green Ridge is a new company with no track record, putting the landfill in the worst place they can. Mr. Tavernier stated that he wants assurance from each of the Supervisors that neither they, nor their family members, are making a profit off of the landfill.

Ms. Carol Miller stated that she no longer enjoys being a resident of Cumberland. The Board did not listen to the citizens who said they do not want the landfill. She does not trust the landfill company and no longer trusts the Supervisors.

Ms. Patty Pedrick stated that the audience cannot hear the Supervisors speak.

Mr. Bruce Allen stated that a realtor says that he has lost 50% of the value of his land. Where does he go to get that money? Who does he sue for that money? How does he sell the house? He also asked the Board if there is any other property in Cumberland currently zoned M-2, and stated that he is coming to the County for his money.

### **13. Supplemental Information**

The Chairman clarified that curbside trash pickup was discussed during the RFP Process for refuse hauling. Supervisor Osl states that if the landfill does not come to fruition, the county would be required to refund the \$400,000 payment. He also pointed out, however, that there is a termination clause in the Host Agreement that will more than offset the \$400,000 repayment.

**14. Board Member Comments**

Chairman Ingle stated that the rescue and fire departments have been working hard to rebuild the Emergency Services Committee (ESC) and that Glenn Moore is the new Chairman. The ESC is working on new standard operating procedures (SOPs) for EMS and working towards getting better communication lines.

**15. Additional Information**

- a) Treasurer's Report
- b) DMV Report
- c) Monthly Building Inspections Report
- d) Approved Planning Commission meeting minutes - N/A
- e) Approved EDA meeting minutes - N/A

**16. Adjourn -**

On a motion by Supervisor Wheeler and carried by the following vote, the Board adjourned the meeting until the next regular meeting to be held on September 11, 2018:

Vote:	Mr. Osl - aye	Mr. Banks - absent
	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



## MEMO

To: Board of Supervisors, Cumberland County  
 From: Bryan Saxtan, Utilities Department  
 Date: June 21, 2018  
 Re: **Proposed Transfer Station changes**

A staff workgroup has been meeting since March of 2018 to discuss transfer station operations and recommendations. There were many suggestions that have been discussed and researched. The research included an analysis of operations at Cumberland’s three transfer stations as well as research regarding operations in other counties. This memo outlines a summary of the analysis as well as staff recommendations.

During the Month of May 2018, Transfer Station staff conducted an inventory of incoming refuse, including household waste, tires, metal, appliances, and construction waste. Each Transfer Station Attendant was asked to ascertain the residency of each customer and the contents of the items they were disposing. A previous concern of staff and the Board was that out-of-county waste had a major impact on the quantity of waste Cumberland was disposing, therefore increasing disposal fees. Through this inventory, it was discovered that the impact of out-of-county refuse being brought into Cumberland County had a negligible impact, if any at all. Please review the Transfer Station Inventory summary sheet for detailed information for each transfer station.

### **CHARGES**

Staff drafted a new fee schedule which includes an increase in existing charges and new charges.

Item collected	Current charge	Proposed charge
<b>TIRES</b>		
Passenger Car/Small Truck Tires	\$1.00 after 1 free tire	\\$2.00
Passenger Car/Small Truck Tires on rim	\$6.00	\$7.00
Large Truck Tires (Over 19 Inches)	\$5.00	\$13.00
Large Truck Tires (Over 19 Inches) on Rim	\$10.00	\$19.00
Tractor Tires or Off-Road Tires	\$25.00	\$26.00
<b>APPLIANCES</b>		
White Goods With CFCs - (Air Conditioners, Refrigerators, Freezers, Ice Machine, etc.)	\$15.00	\$20.00
White Goods Without CFCs - (Dishwashers, Hot Water Heaters, Stoves, Washers, etc.)	\$0.00	\$15.00

Currently, Transfer Stations accept brush in the Construction & Demolition debris bins. Staff recommendation is to no longer accept debris such as brush, leaves, limbs, and lawn clippings.

**HOURS OF OPERATION**

Staff recommends the following changes in hours of operations to allow residents increased access after normal working hours:

	SUN	MON	TUES	WED	THUR	FRI	SAT
Hamilton	Closed	7 - 7	12 - 7	7 - 7	12 - 7	7 - 7	8 - 3
Madison	1 - 7	7 - 7	7 - 7	7 - 7	7 - 7	7 - 7	8 - 3
Randolph	Closed	7 - 7	12 - 7	7 - 7	12 - 7	7 - 7	8 - 3

Current hours of operation are:

	SUN	MON	TUES	WED	THUR	FRI	SAT
Hamilton	Closed	8 - 5	Closed	8 - 5	Closed	8 - 5	8 - 3
Madison	8-3	8 - 5	8 - 5	8 - 5	8 - 5	8 - 5	8 - 3
Randolph	Closed	8 - 5	Closed	8 - 5	Closed	8 - 5	8 - 3

**SECURITY**

Fencing

Upgraded fencing is needed at each of the three transfer stations. Currently, there are breaches in the fencing that allow easy access/trespassing at the facilities after hours. Staff estimates the cost for necessary upgrades to fencing to cost approximately \$35,000. This would include (5) new sliding gates, and chain link fence for each location.

Lights/Cameras

With the proposed new hours of operation, staff would open each location before sunrise, and close after sunset during the fall and winter months. In order to ensure the safety of our employees and county residents, staff recommends the installation of lights and security cameras for each location. The total cost of installation of lights and cameras would be approximately \$15,000 to \$20,000. Staff expects to be able to do some of the work in-house which would yield a cost savings.

Signs

With the proposed changes to disposal costs and hours of operation, new signage will be necessary. The projected cost of new signs is estimated to be around \$4,500.

**OTHER RECOMMENDATIONS**

Un-manned Station

The possibility of an unmanned station was discussed by staff but is not recommended here. The primary concerns are citizen safety and increased daily clean-up time and cost to the county.



**DATE:** September 6, 2018  
**TO:** Cumberland County Board of Supervisors  
**FROM:** Stephany S. Johnson  
**RE:** Social Services Board appointments

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**Recommendation:**

Appoint Debbie Kennell, District 2 representative, and Jerry Seal, District 3 representative to the Social Services Board for a 4 year term from July 1, 2018 until June 30, 2022.

**Information:**

The Department of Social Services Board currently has three vacancies which require appointments. The following members wish to be re-appointed:

District 2	Debbie Kennell	4 year term	07/01/2018 – 06/30/2022
District 3	Jerry Seal	4 year term	07/01/2018 – 06/30/2022
District 5	Cyndi Gable	4 year term	07/01/2018 – 06/30/2022

At the last meeting of the Social Services Board, Cyndi Gable resigned, therefore another recommendation is needed for the District 5 representative.



**DATE:** September 5, 2018  
**TO:** Cumberland County Board of Supervisors  
**FROM:** Vivian Seay Giles  
**RE:** James River Therapeutic Services Lease  
1874 Anderson Highway, Rooms C-3, C-4 and C-5

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**Recommendation:**

Modify the lease of James River Therapeutic Services through December 1, 2018 to reduce the space leased and reduce the amount of rent.

**Information**

By Deed of Lease dated December 1, 2016, James River Therapeutic Services (the “Company”) leased rooms C-3, C-4, and C-5 at the Community Center located at 1874 Anderson Highway. The term of that lease was for a period of 12 months ending on December 1, 2017 and for a rental amount of \$600 per month. By Deed of Lease Renewal entered into in October of 2017, the term of the 2016 lease was extended from December 1, 2017 to December 1, 2018 with the monthly rent remaining the same at \$600 per month.

Since the October 2017 lease renewal, James River Therapeutic Services has reduced staff and amended its business model to no longer include client sessions at 1874 Anderson Highway. All treatments provided by the Company staff now are performed at clients’ homes, and accordingly, the company now needs only one room and not three. The company requests to complete the existing lease term through December 1, 2018 by leasing only one of the previously-leased rooms, the room to be designated, at a rate of \$200 per month. That will allow the company time to more closely evaluate their needs to determine which space, if any, they will need after December 1, 2018.

James River Therapeutic Services is an important service provider in our community and has been a wonderful tenant at the Community Center. James River Therapeutic Services staff continue to be employed by Bear Creek Academy.

## Deed of Lease

This DEED OF LEASE (the "Lease") is dated the 1<sup>st</sup> day of December, 2016, between **CUMBERLAND COUNTY, VIRGINIA**, a public body politic and political subdivision of the Commonwealth of Virginia, as **Grantor** ("Landlord"), and **JAMES RIVER THERAPEUTIC SERVICES**, as **Grantee** ("Tenant"), recites and provides as follows:

WITNESSETH

### Recitals

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

### Lease

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

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

***Approximately 354 square feet of classroom space located in Pod C at The Cumberland Community Center (the "Center"), 1874 Anderson Highway, Cumberland, Virginia 23040, and identified as rooms C-3, C-4 & C-5, including the exclusive use of 354 square feet of classroom space and the non-exclusive use of the Common Areas, described below.***

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

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

3. **TERM.**

(a) The initial term of this Lease (the "Initial Term") shall be one (1) year, beginning on December 1, 2016 (the "Commencement Date") and terminating on November 30, 2017 (the "Termination Date").

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

4. **RENT.**

(a) Tenant shall pay rent (the "Rent") in the annual aggregate amount of \$7,200 in equal monthly installments of \$600 payable in advance on or before the first day of each consecutive calendar month. In the event Tenant shall fail to pay rent on the due date, a late fee of two percent (2%) of the monthly rent shall be added to the rental for each such late payment, and the same shall be treated as additional rent. No deposit is required for Tenant. Increases in rent or costs of services (if needed) shall be negotiated on the anniversary of the Commencement Date. The payment of all Rent shall be made payable to Landlord and mailed to:

County Administrator  
P.O. Box 110  
Cumberland, VA. 23040

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

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

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

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

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

valuation or any other matter regarding the Tenant, its operations or use of the Premises.

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

## 6. MAINTENANCE.

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

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

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

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

**8. ALTERATIONS BY THE TENANT.**

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

Tenant with respect to the Premises, Tenant shall satisfy or otherwise remove such liens of record from the Premises within ten (10) days of notification thereof by Landlord, at Tenant's sole cost and expense, by the payment thereof or by filing any bond required by law or Landlord. Tenant shall defend, indemnify and hold harmless Landlord from any costs, including, without limitation, reasonable attorney's fees, incurred by Landlord as result of claims of mechanics' or materialmen's liens from any work by Tenant.

- (c) Upon the termination of this Lease, Tenant shall, at its option, (i) remove any trade fixtures, equipment, alterations, and improvements installed by it on the Premises and repair any damage caused by such removal, at its expense or (ii) with the prior written consent of the Landlord, leave all such alterations and improvements on the Premises (except for its moveable trade fixtures, furniture and equipment), in which event all such alterations and improvements shall become the property of Landlord who shall accept full liability and responsibility therefore.

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

- (a) Landlord shall provide, at Landlord's expense, the following utilities and services for the Premises: water and sewer. Tenant shall be responsible for interior trash removal, telephone, telecommunication, internet or any other utility service to the Premises beyond those identified in the previous sentence. If Landlord or Landlord's agent interrupts, discontinues or causes the interruption or discontinuation of any of its utilities or services, then Tenant, in addition to any other remedy available under the law, shall be entitled to deduct from the Rent, or other payments otherwise due to Landlord under the terms of this Lease or any renewal or extension thereof, either (i) the per diem rental for each day that the Premises are rendered unsuitable for use due to Landlord's failure to provide such utility or service, or (ii) the actual cost to provide the utility or service if not provided by Landlord.
- (b) Landlord shall be responsible for all real estate taxes or charges in lieu of taxes applicable to the Premises.
- (c) Landlord, at Landlord's expense, shall keep the Premises and the Building insured against damage by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature and casualty loss, under a broad form extended coverage or similar property loss policy. The policy shall cover at least eighty percent (80%) of the replacement cost of the Premises and the Building. In addition, Landlord shall maintain broad form general commercial liability insurance sufficient to ensure reasonable financial responsibility in the event of liability for injury, loss or damage at the Premises, the common areas and facilities. In no event shall the limits of

such insurance be considered as limiting the liability of Landlord under the Lease.

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

then full replacement value of the insurable portion of the Property. Such "all risk" policy shall name the Landlord, and its successors and assigns, as additional insured's and the Landlord as the loss payee, pursuant to the loss payee clause. Tenant shall pay to Landlord all of the cost of maintaining such insurance within ten (10) days of Landlord's written notice to Tenant therefore. If Tenant fails to reimburse Landlord for the cost of such insurance within ten (10) days after Tenant receives from Landlord a statement setting forth such cost, then the cost to Landlord of performing the same shall be deemed additional Rent.

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

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

**11. ACCESSIBILITY BY PERSONS WITH DISABILITIES.**

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

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

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

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

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

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

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

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

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

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

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

**17. NOTICES.**

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

James River Therapeutic Services  
*100 Perkins Mill Road*  
*Dillwyn, VA 23936*

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

Cumberland County Administrator  
Post Office Box 110  
Cumberland, Virginia 23040

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

actually received by the party, or its appointed agent, to whom the notice is addressed.

18. **BINDING EFFECT; AMENDMENTS.** The covenants, agreements, and rights contained in this Lease shall bind and inure to the respective heirs, personal representatives, successors and assigns of Landlord and Tenant. This Lease constitutes the entire, full and complete understanding and agreement between Landlord and Tenant, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this Lease and shall be null, void and without legal effect. Neither party, nor any agent of either party, has any authority to alter, amend or modify any of the terms of this Lease, unless the amendment is in writing and executed by all parties to this Lease with the same formality as this Lease. If any term, covenant or condition of this Lease or the application thereof shall, to any extent, be held invalid or unenforceable, the remainder of this Lease or the application thereof other than those to which it is held invalid or unenforceable, shall not be affected thereby and in each term this Lease shall be valid and enforced to the fullest extent permitted by law.
19. **DEFAULT.**
- (a) The termination of this Lease by Tenant pursuant to the provisions contained herein shall not be a default hereunder.
  - (b) If either party shall breach any provision of this Lease, the non-breaching party shall give written notice thereof to the breaching party. The breaching party shall have thirty (30) days from the receipt of the notice to cure the breach and, if not so cured, the non-breaching party may, at its option, exercise such rights as may exist at law or in equity, except that Landlord shall not take possession of the Premises by any self-help remedy. The provisions of this subsection shall not be construed as imposing any additional obligations on the non-breaching party to the extent that this Lease permits the non-breaching party to take certain actions as a result of a breach by the other party.
  - (c) If Tenant does not pay any Rent or other sum payable by Tenant pursuant to this Lease, Tenant shall be deemed in default hereunder, and further, if Tenant shall fail to perform any other covenant, agreement, or obligation of Tenant pursuant to this Lease and such default continues for thirty (30) days after written notice thereof is given to Tenant (provided, however, if such non-monetary default cannot be reasonably cured within such thirty (30) day period, Tenant shall not be in default hereunder so long as Tenant commences the cure of such default within such thirty (30) day period and thereafter diligently pursues the cure thereof), or if Tenant should become bankrupt or insolvent or any other debtor proceedings are taken by or against Tenant, or if Tenant vacates or attempts to vacate the Premises,

Tenant shall be in default hereunder, and in any case, upon such a default Landlord shall have the following rights and remedies:

- (i) Landlord may terminate this Lease by written notice to Tenant, in which event this Lease, all rights of Tenant, and all duties of Landlord shall immediately cease and terminate and (i) the Landlord may re-enter and take possession of the Premises, (ii) remove all persons and property from the Premises, (iii) at the expense of Tenant, sell, store or otherwise dispose of such property at any price or cost deemed appropriate by the Landlord, in its sole discretion, and apply such proceeds to any amounts owed by Tenant to Landlord hereunder (for the purposes hereof and at the option of the Landlord, upon a default of this Lease and five (5) days previous written notice to Tenant, Tenant shall be deemed to quitclaim all right, title and interest of such property to Landlord), and (iv) enjoy the Premises free of Tenant's estate pursuant to this Lease, without prejudice, however, to any and all rights of action against Tenant that Landlord may have for Rent through the date of termination, damages, or breach of this Lease, in respect of which Tenant shall remain and continue to be liable notwithstanding such termination. Landlord shall have the right to take such action without being guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.
  
- (ii) Without terminating this Lease, Landlord shall have the right to lawfully re-enter the Premises and at the expense of Tenant, sell, store or otherwise dispose of such property at any price or cost deemed appropriate by the Landlord, in its sole discretion, and apply such proceeds to any amounts owed by Tenant to Landlord hereunder (for the purposes hereof, upon a default of this Lease and five (5) days previous written notice to Tenant, Tenant shall be deemed to quitclaim all right, title and interest of such property to Landlord). Landlord shall have the right to take such action without being guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. If Landlord elects to re-enter the Premises or takes possession of the Premises pursuant to this subparagraph (B), Landlord may, at its option, re-let the Premises or any portion thereof for the benefit of Tenant for such term or terms (whether shorter or longer than the term of this Lease) and at such rental and upon such other terms and conditions as are commercially reasonable, and, at the expense of Tenant, Landlord shall have the right to make such repairs or alterations to the Premises as Landlord reasonably deems necessary in order to re-let the same. Provided this Lease has not been terminated by Landlord, upon each such re-letting, all rentals actually received by Landlord from such re-letting applicable to the unexpired term of this Lease shall be applied as follows: First, to the payment of any costs and expenses of such re-letting, including costs

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

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

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

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

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

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

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

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

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

**LANDLORD: CUMBERLAND COUNTY, VIRGINIA**

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

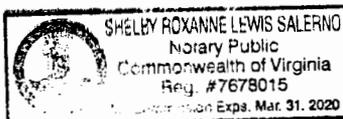
*Vivian Seay Giles*  
Vivian Seay Giles, County Administrator

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

The foregoing Deed of Lease was acknowledged before me this 27<sup>th</sup> day of December, 2016 by Vivian Seay Giles acting in her capacity as County Administrator to CUMBERLAND COUNTY, VIRGINIA, on behalf of Cumberland County.

My Commission expires: 03-31-2020

My notary Identification Number is: 7678015



*Shelby Roxanne Lewis Salerno*  
Notary Public

TENANT: JAMES RIVER THERAPEUTIC SERVICES

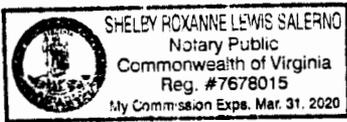
By: Benjamin Montano

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

The foregoing Deed of Lease was acknowledged before me this 1<sup>st</sup> day of December, 2016 by Benjamin Montano acting in his capacity Principal of James River Therapeutic Services.

My Commission expires: March 31, 2020

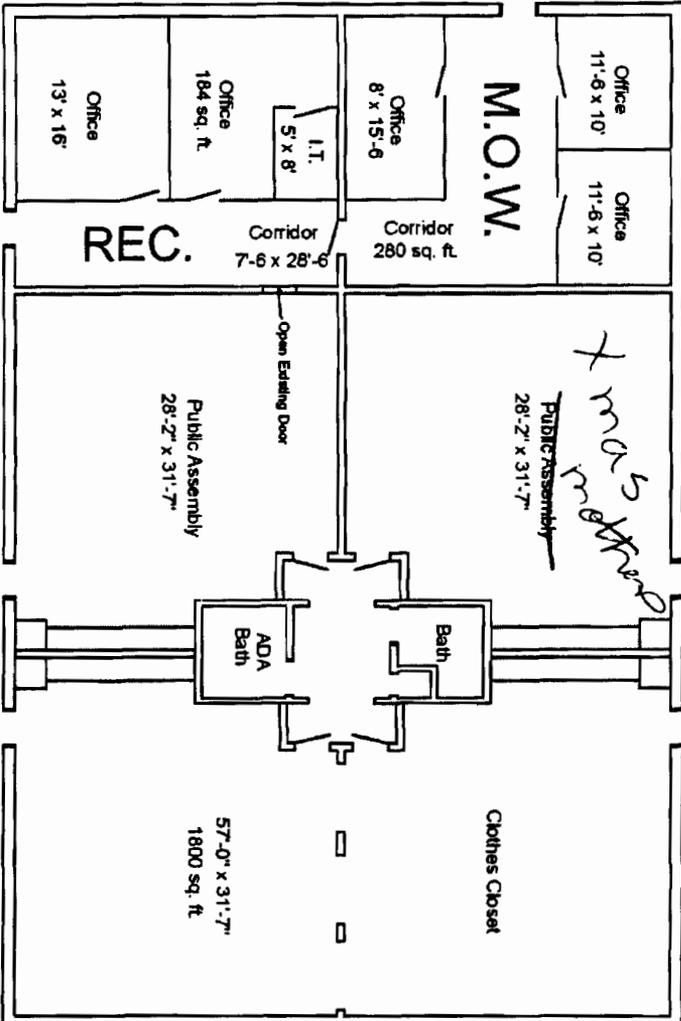
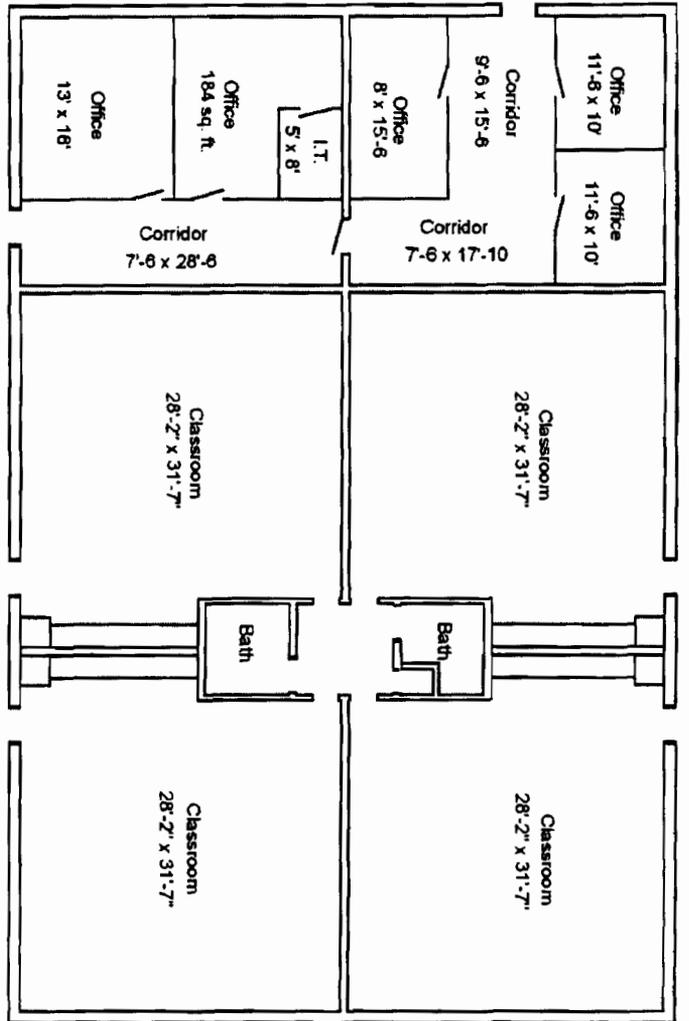
My notary Identification Number is: 7678015



Shelby Roxanne Lewis Salerno  
Notary Public

APPROVED AS TO FORM:

Vivian Seay Giles  
Vivian Seay Giles, County Attorney



## Deed of Lease Renewal

This **DEED OF LEASE RENEWAL** (the "Lease") is made and entered into between **CUMBERLAND COUNTY, VIRGINIA**, a public body politic and political subdivision of the Commonwealth of Virginia, as **Grantor** ("Landlord"), and **JAMES RIVER THERAPEUTIC SERVICES**, as **Grantee** ("Tenant"), recites and provides as follows:

### WITNESSETH

**WHEREAS**, Landlord and Tenant desire to renew for an additional Renewal Term, pursuant to the renewal provision contained in paragraph 16 of that certain Deed of Lease entered into by the parties hereto on December 1<sup>st</sup>, 2016, for the Premises, as defined below.

**NOW, THEREFORE**, the parties hereto hereby agree as follows:

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

*Approximately 354 square feet of classroom space located in Pod C at The Cumberland Community Center (the "Center"), 1874 Anderson Highway, Cumberland, Virginia 23040, and identified as rooms C-3, C-4 & C-5, including the exclusive use of 354 square feet of classroom space and the non-exclusive use of the Common Areas, described below.*

2. **TERM AND EFFECTIVE DATE.**

The term of this Renewal Term (the "Renewal Term") shall be one (1) year effective on December 1, 2017 (the "Commencement Date") and terminating on December 1, 2018 (the "Termination Date"). The effective date of this renewal is October 15, 2017.

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

LANDLORD: CUMBERLAND COUNTY, VIRGINIA

By: [Signature]  
Vivian Seay Giles, County Administrator

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

The foregoing Deed of Lease Renewal was acknowledged before me this 17<sup>th</sup> day of October, 2017 by Vivian Seay Giles acting in her capacity as County Administrator for CUMBERLAND COUNTY, VIRGINIA, on behalf of Cumberland County.

My Commission expires: 03/31/2020  
My notary Identification Number is: 7678015



[Signature]  
Notary Public

TENANT: JAMES RIVER THERAPEUTIC SERVICES

By: [Signature]

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

The foregoing Deed of Lease Renewal was acknowledged before me this 25<sup>th</sup> day of October, 2017 by Benjamin Montano acting in his capacity as Principal of James River Therapeutic Services.

My Commission expires: 03/31/2020  
My notary Identification Number is: 7678015



[Signature]  
Notary Public

APPROVED AS TO FORM:

[Signature]  
Vivian Seay Giles, County Attorney



# County of Cumberland Virginia

## Library Card Sign-up Month September 2018

**WHEREAS**, a library card is a vitally important school supply; and

**WHEREAS**, libraries play an important role in the education and development of children; and

**WHEREAS**, library programs serve students of all ages, from early literacy to homework help to GED classes; and

**WHEREAS**, libraries empower patrons to pursue their interests, discover their passions, and achieve their highest potential as learners and citizens; and

**WHEREAS**, librarians bring communities together, creating welcoming and inclusive spaces for students of all backgrounds to learn together; and

**WHEREAS**, libraries are constantly transforming and expanding their services to meet the needs of the communities they serve; and

**WHEREAS**, libraries promote equity, making digital technology and information equally accessible to all.

**NOW, THEREFORE. BE IT RESOLVED** that the Cumberland County Board of Supervisors does hereby proclaim September Library Card Sign-up Month in Cumberland County, Virginia and does encourage all citizens to visit and support our local library and sign up for their own library card.

Adopted the 11<sup>th</sup> day of September, 2018

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Wm. Kevin Ingle, Chairman  
Cumberland County Board of Supervisors

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

## Monthly Financial Report To Council For August 2018

	Estimated 2018/2019 Budget to Date -----	Actual 2018/2019 Budget to Date -----	(Over) or Under Budget to Date -----
<b>Revenue</b>			
Balance Forward		5,003,542.53	
Fund Revenue	40,226,859.00	6,564,302.35	33,662,556.65
<b>Total Revenue</b>	<b>40,226,859.00</b>	<b>11,567,844.88</b>	<b>28,659,014.12</b>
<b>Expenditures</b>			
* Board of Supervisors *	46,117.00	7,528.48	38,588.52
* County Administrator *	298,724.00	51,866.23	246,857.77
* Legal Services *	1,000.00	646.00	354.00
* Independent Auditor *	36,000.00		36,000.00
* Commissioner of Revenue *	259,158.00	40,358.02	218,799.98
* Assessor *	104,000.00		104,000.00
* Treasurer *	293,670.00	52,362.63	241,307.37
* Accounting *	157,046.00	33,837.35	123,208.65
* Data Processing *	305,491.00	33,066.34	272,424.66
* Electoral Board *	25,096.00	1,156.20	23,939.80
* Registrar *	97,937.00	14,571.77	83,365.23
* Circuit Court *	14,800.00	3.25	14,796.75
* General District Court *	7,630.00	273.68	7,356.32
* Magistrate *	1,125.00		1,125.00
* Clerk of Circuit Court *	224,407.00	33,526.92	190,880.08
* Law Library *	1,200.00		1,200.00
* Victim and Witness Assistance *	69,370.00	1,430.38	67,939.62
* Commonwealth's Attorney *	221,898.00	34,883.90	187,014.10
* Sheriff *	1,661,393.00	268,465.82	1,392,927.18
* School Resource Officer *	66,404.00	10,949.89	55,454.11
* E911 *	25,200.00	466.85	24,733.15
*Cumberland Vol.FIRE DEPT*	44,500.00	19,750.00	24,750.00
*Cartersville Volun.*	39,500.00	19,750.00	19,750.00
*Prince Edward Vol. Rescue Squad*	10,000.00	4,750.00	5,250.00
*Randolph Fire Dept.*	39,500.00	19,750.00	19,750.00
*Cartersville Vol. Rescue Squad*	37,970.00		37,970.00
*Chesterfield Med-Flight Program*	400.00	150.00	250.00
* Forestry Service *	8,705.00		8,705.00
* CUMBERLAND FIRE & EMS *	480,030.00	122,368.31	357,661.69
* Probation Office *	550.00		550.00
* Correction & Detention *	285,000.00	297,092.71	(12,092.71)
* Building Inspections *	142,981.00	21,919.14	121,061.86
* Animal Control *	125,800.00	16,449.37	109,350.63
* Medical Examiner *	200.00	20.00	180.00
* Refuse Disposal *	924,674.00	93,988.90	830,685.10
* General Properties *	753,626.00	103,418.74	650,207.26
* Supplement of Local Health Dept *	92,417.00	23,104.25	69,312.75
*Piedmont Senior Resources*	5,000.00	2,500.00	2,500.00
* Chapter 10 Board - Crossroads *	34,000.00	17,000.00	17,000.00
* CSA Management *	33,381.00	6,235.68	27,145.32
* Community Colleges *	8,000.00	3,500.00	4,500.00
* Recreation *	63,827.00	9,275.92	54,551.08

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

## Monthly Financial Report To Council For August 2018

	Estimated 2018/2019 Budget to Date	Actual 2018/2019 Budget to Date	(Over) or Under Budget to Date
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<b>Expenditures</b>			
* Local Library *	115,450.00	57,725.00	57,725.00
* Planning Commission *	9,950.00	1,737.40	8,212.60
* Planning/Zoning Dept. *	83,113.00	23,871.90	59,241.10
* Community & Economic Developmnt *	19,052.00		19,052.00
* 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 *	53,329.00	304.07	53,024.93
	2,500.00	1,250.00	1,250.00
* NONDEPARTMENTAL *	19,122.00	314.72	18,807.28
**TRANSFERS**	7,703,536.00	1,911,890.51	5,791,645.49
COMMONWEALTH'S ATTORNEY	5,000.00		5,000.00
SHERIFF	50,000.00		50,000.00
HEALTH INSURANCE	2,689,500.00	321,655.02	2,367,844.98
DENTAL INSURANCE	115,000.00	24,059.58	90,940.42
PATIENT CENTERED OUTCOME FEE(PCOR)	12,500.00	546.92	11,953.08
* Administration *	1,384,961.00	250,529.58	1,134,431.42
	15,125,590.00	483,368.56	14,642,221.44
	1,290,402.00	75,400.30	1,215,001.70
	35,000.00		35,000.00
* Elementary School - Lit Loan *	211,667.00		211,667.00
* High/Middle School - VPSA Loan *		743,095.51	(743,095.51)
* HS/MS-VPSA LOAN #2 *	1,200,590.00	892,491.25	308,098.75
PUBLIC FACILITY NOTE 2009	389,067.00	28,403.66	360,663.34
* AMERESCO *	154,394.00	154,394.00	
* SunTrust Loan-HS/MS *	892,500.00		892,500.00
* Suntrust Loan - Courthouse *	248,579.00	240,735.82	7,843.18
	750,000.00		750,000.00
* SEWER FUND - Enterprise Fund *	272,172.00	37,860.19	234,311.81
* WATER FUND - ENTERPRISE FUND *	171,328.00	37,359.11	133,968.89
COMMUNITY CENTER PURCHASE	120,590.00	18,349.70	102,240.30
	23,500.00	1,141.76	22,358.24
<b>Total Expenditure</b>	<b>40,226,859.00</b>	<b>6,682,651.29</b>	<b>33,544,207.71</b>
<b>Total Revenues</b>			
Less Total Expenditures		4,885,193.59	(4,885,193.59)

CUMBERLAND CO  
REVENUE SUMMARY  
7/01/2018 - 9/06/2018

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE UNCOLLECTED
1101	** Real Estate Taxes **	5,850,000.00	5,850,000.00	183,863.21	183,863.21	5,666,136.79
1102	* Real/Personal Public Service *	860,000.00	860,000.00	.00	.00	860,000.00
1103	* Personal Property Taxes *	1,994,500.00	1,994,500.00	91,010.90	91,010.90	1,903,489.10
1104	* Machinery & Tools *	200,000.00	200,000.00	9,682.65	9,682.65	190,317.35
1106	* Penalties & Interest *	247,000.00	247,000.00	55,256.51	55,256.51	191,743.49
1201	* Local Sales & Use Taxes *	500,000.00	500,000.00	91,161.06	91,161.06	408,838.94
1202	* Consumer' Utility Taxes *	173,000.00	173,000.00	29,792.09	29,792.09	143,207.91
1203	* Business License Taxes *	111,000.00	111,000.00	8,278.05	8,278.05	102,721.95
1204	* Franchise License Taxes *	15,000.00	15,000.00	.00	.00	15,000.00
1205	* Motor Vehicle License Tax *	230,000.00	230,000.00	13,061.89	13,061.89	216,938.11
1207	* Taxes On Recordation & Wills *	68,600.00	68,600.00	15,997.72	15,997.72	52,602.28
1301	* Animal Licenses *	8,000.00	8,000.00	92.00	92.00	7,908.00
1303	* Permits & Other Licenses *	76,600.00	76,600.00	8,053.61	8,053.61	68,546.39
1401	* Court Fines & Forfeitures *	150,000.00	150,000.00	27,879.13	27,879.13	122,120.87
1501	* Revenue From Use Of Money *	40,000.00	40,000.00	6,158.47	6,158.47	33,841.53
1502	* Revenue From Use Of Property *	15,000.00	15,000.00	320.00	320.00	14,680.00
1601	* Court Costs *	47,060.00	47,060.00	9,326.09	9,326.09	37,733.91
1602	* Commonwealth's Attorney Fees *	800.00	800.00	138.53	138.53	661.47
1604	*Charges For Fire & Rescue Service*	200,000.00	200,000.00	23,182.80	23,182.80	176,817.20
1608	* Charges Sanitation & Removal *	.00	.00	84.00	84.00	84.00
1613	* Charges For Parks & Recreation *	16,000.00	16,000.00	4,884.00	4,884.00	11,116.00
1616	* Charges For Planning / Com Dev *	2,500.00	2,500.00	75.00	75.00	2,425.00
1899	* Miscellaneous *	1,704,901.00	1,704,901.00	1,132,709.30	1,132,709.30	572,191.70
2101	* Service Charges *	40,000.00	40,000.00	84,381.58	84,381.58	44,381.58
2201	**NON-CATEGORICAL AID**	1,304,535.00	1,304,535.00	131,939.30	131,939.30	1,172,595.70
2301	* Commonwealth Attorney *	170,099.00	170,099.00	26,731.69	26,731.69	143,367.31
2302	* Sheriff *	582,811.00	582,811.00	90,244.92	90,244.92	492,566.08
2303	* Commissioner Of Revenue *	82,444.00	82,444.00	13,732.46	13,732.46	68,711.54
2304	* Treasurer *	98,262.00	98,262.00	15,843.38	15,843.38	82,418.62
2306	* Registrar/Electoral Boards *	42,423.00	42,423.00	.00	.00	42,423.00
2307	* Clerk Of The Circuit Court *	159,984.00	159,984.00	24,532.62	24,532.62	135,451.38
2308	* DMV License Agent *	19,000.00	19,000.00	3,779.75	3,779.75	15,220.25
2404	**GRANT FUNDS**	52,000.00	52,000.00	7,686.14	7,686.14	44,313.86
3301	**GRANT FUNDS**	23,000.00	23,000.00	.00	.00	23,000.00
--FUND TOTAL--		15,084,519.00	15,084,519.00	2,109,878.85	2,109,878.85	12,974,640.15

1501	INTEREST-STATE	30.00	30.00	.00	.00	30.00
2402	ASSET FORFEITURE REVENUE (STATE)	25,000.00	25,000.00	3,052.06	3,052.06	21,947.94
4106	** Carryover Balance **	29,970.00	29,970.00	.00	.00	29,970.00
--FUND TOTAL--		55,000.00	55,000.00	3,052.06	3,052.06	51,947.94

1902	HEALTH INSURANCE CONTRIBUTIONS	2,680,000.00	2,680,000.00	262,304.74	262,304.74	2,417,695.26
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7/01/2018 - 9/06/2018

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE UNCOLLECTED
2000	DENTAL INSURANCE CONTRIBUTIONS	137,000.00	137,000.00	13,008.93	13,008.93	123,991.07 90.50
	-- FUND TOTAL--	2,817,000.00	2,817,000.00	275,313.67	275,313.67	2,541,686.33 90.22
FUND #-201						
1899	* Miscellaneous Revenue *	.00	.00	2,096.93	2,096.93	2,096.93- 100.00-
2401	* Welfare *	183,131.00	183,131.00	85,869.52	85,869.52	97,261.48 53.11
3305	* Social Services *	856,100.00	856,100.00	131,650.32	131,650.32	724,449.68 84.62
4105	* Fund Transfers *	345,730.00	345,730.00	21,366.10	21,366.10	324,363.90 93.82
	-- FUND TOTAL--	1,384,961.00	1,384,961.00	240,982.87	240,982.87	1,143,978.13 82.60
FUND #-205						
1803	* Expenditure Refunds *	.00	.00	14,503.73	14,503.73	14,503.73- 100.00-
1899	* Miscellaneous Revenue *	145,199.00	145,199.00	32,535.47	32,535.47	112,663.53 77.59
2402	* State Education *	9,465,831.00	9,465,831.00	1,409,178.48	1,409,178.48	8,056,652.52 85.11
3302	* Education *	1,609,141.00	1,609,141.00	139,027.89	139,027.89	1,470,113.11 91.36
4105	* Fund Transfers *	3,905,419.00	3,905,419.00	.00	.00	3,905,419.00 100.00
	-- FUND TOTAL--	15,125,590.00	15,125,590.00	1,595,245.57	1,595,245.57	13,530,344.43 89.45
FUND #-207						
1501	* INTEREST ON BANK DEPOSITS *	.00	.00	547.41	547.41	547.41- 100.00-
1899	** MISC REVENUE **	274,987.00	274,987.00	24,020.21	24,020.21	250,966.79 91.26
1901	** LOCAL CONTRIBUTIONS **	420,940.00	420,940.00	270,634.56	270,634.56	150,305.44 35.70
2404	** STATE FUNDS **	594,475.00	594,475.00	.00	.00	594,475.00 100.00
	-- FUND TOTAL--	1,290,402.00	1,290,402.00	295,202.18	295,202.18	995,199.82 77.12
FUND #-302						
1501	* Interest On Bank Deposits *	.00	.00	84.39	84.39	84.39- 100.00-
4105	* Fund Transfers *	35,000.00	35,000.00	.00	.00	35,000.00 100.00
	-- FUND TOTAL--	35,000.00	35,000.00	84.39	84.39	34,915.61 99.75
FUND #-401						
4105	** Transfers **	3,096,797.00	3,096,797.00	1,890,524.41	1,890,524.41	1,206,272.59 38.95
	-- FUND TOTAL--	3,096,797.00	3,096,797.00	1,890,524.41	1,890,524.41	1,206,272.59 38.95
FUND #-500						
1899	* MISCELLANEOUS REVENUE*	.00	.00	120.00	120.00	120.00- 100.00-

REVENUE SUMMARY  
7/01/2018 - 9/06/2018

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE UNCOLLECTED
2404	*REVENUE FROM STATE*	500,000.00	500,000.00	67,689.58	67,689.58	432,310.42
4105	*TRANSFERS*	250,000.00	250,000.00	.00	.00	250,000.00
	-- FUND TOTAL--	750,000.00	750,000.00	67,809.58	67,809.58	682,190.42
FUND # -501						
1501	**INTEREST REVENUE**	5,000.00	5,000.00	.00	.00	5,000.00
1619	**CHARGES & FEES**	415,000.00	415,000.00	74,038.33	74,038.33	340,961.67
1620	SEWER LATE PAYMENT PENALTY	7,500.00	7,500.00	1,047.57	1,047.57	6,452.43
1630	**ADMIN FEES/CHARGES**	16,000.00	16,000.00	2,925.41	2,925.41	13,074.59
1803	MISCELLANEOUS	.00	.00	1,514.60	1,514.60	1,514.60
	-- FUND TOTAL--	443,500.00	443,500.00	79,525.91	79,525.91	363,974.09
FUND # -515						
1501	INTEREST SEWER RESERVE	.00	.00	231.05	231.05	231.05
	-- FUND TOTAL--	.00	.00	231.05	231.05	231.05
FUND # -540						
1501	INTEREST WATER RESERVE	.00	.00	33.71	33.71	33.71
	-- FUND TOTAL--	.00	.00	33.71	33.71	33.71
FUND # -580						
1501	INTEREST REVENUE	.00	.00	2.35	2.35	2.35
	-- FUND TOTAL--	.00	.00	2.35	2.35	2.35
FUND # -715						
1899	Rent of General Property	50,000.00	50,000.00	5,200.00	5,200.00	44,800.00
4105	Transfer from General Fund	70,590.00	70,590.00	.00	.00	70,590.00
	-- FUND TOTAL--	120,590.00	120,590.00	5,200.00	5,200.00	115,390.00
FUND # -733						
1899	* Miscellaneous Revenue *	20,000.00	20,000.00	1,215.75	1,215.75	18,784.25
3305	*FEDERAL FUNDS*	3,500.00	3,500.00	.00	.00	3,500.00
	-- FUND TOTAL--	23,500.00	23,500.00	1,215.75	1,215.75	22,284.25
	-- FINAL TOTAL--	40,226,859.00	40,226,859.00	6,564,302.35	6,564,302.35	33,662,556.65

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	REMAINING \$
11010	* Board of Supervisors *	46,117.00	46,117.00	7,528.48	7,528.48	.00	38,588.52	83.67
12100	* County Administrator *	298,724.00	298,724.00	51,866.23	51,866.23	.00	246,857.77	82.63
12210	* Legal Services *	1,000.00	1,000.00	646.00	646.00	.00	354.00	35.40
12240	* Independent Auditor *	36,000.00	36,000.00	.00	.00	.00	36,000.00	100.00
12310	* Commissioner of Revenue *	259,158.00	259,158.00	40,358.02	40,358.02	.00	218,799.98	84.42
12320	* Assessor *	104,000.00	104,000.00	.00	.00	.00	104,000.00	100.00
12410	* Treasurer *	293,670.00	293,670.00	52,362.63	52,362.63	.00	241,307.37	82.16
12430	* Accounting *	157,046.00	157,046.00	33,837.35	33,837.35	.00	123,208.65	78.45
12510	* Data Processing *	305,491.00	305,491.00	33,066.34	33,066.34	.00	272,424.66	89.17
13100	* Electoral Board *	25,096.00	25,096.00	1,156.20	1,156.20	.00	23,939.80	95.39
13200	* Registrar *	97,937.00	97,937.00	14,571.77	14,571.77	.00	83,365.23	85.12
21100	* Circuit Court *	14,800.00	14,800.00	3.25	3.25	.00	14,796.75	99.97
21200	* General District Court *	7,630.00	7,630.00	273.68	273.68	.00	7,356.32	96.41
21300	* Magistrate *	1,125.00	1,125.00	.00	.00	.00	1,125.00	100.00
21600	* Clerk of Circuit Court *	224,407.00	224,407.00	33,526.92	33,526.92	.00	190,880.08	85.05
21800	* Law Library *	1,200.00	1,200.00	.00	.00	.00	1,200.00	100.00
21910	* Victim and Witness Assistance *	69,370.00	69,370.00	1,430.38	1,430.38	.00	67,939.62	97.93
22100	* Commonwealth's Attorney *	221,898.00	221,898.00	34,883.90	34,883.90	.00	187,014.10	84.27
31200	* Sheriff *	1,661,393.00	1,661,393.00	268,465.82	268,465.82	.00	1,392,927.18	83.84
31250	* School Resource Officer *	66,404.00	66,404.00	10,949.89	10,949.89	.00	55,454.11	83.51
31400	* E911 *	25,200.00	25,200.00	466.85	466.85	.00	24,733.15	98.14
32221	* Cumberland Vol. FIRE DEPT*	44,500.00	44,500.00	19,750.00	19,750.00	.00	24,750.00	55.61
32222	* Cartersville Volun.*	39,500.00	39,500.00	19,750.00	19,750.00	.00	19,750.00	50.00
32302	* Prince Edward Vol. Rescue Squad*	10,000.00	10,000.00	4,750.00	4,750.00	.00	5,250.00	52.50
32303	* Randolph Fire Dept.*	39,500.00	39,500.00	19,750.00	19,750.00	.00	19,750.00	50.00
32306	* Cartersville Vol. Rescue Squad*	37,970.00	37,970.00	.00	.00	.00	37,970.00	100.00
32400	* Forestry Service *	8,705.00	8,705.00	150.00	150.00	.00	8,555.00	62.50
32500	* CUMBERLAND FIRE & EMS *	480,030.00	480,030.00	122,368.31	122,368.31	.00	357,661.69	74.50
33000	* Probation Office *	550.00	550.00	.00	.00	.00	550.00	100.00
33400	* Correction & Detention *	285,000.00	285,000.00	297,092.71	297,092.71	.00	12,092.71	4.24
34100	* Building Inspections *	142,981.00	142,981.00	21,919.14	21,919.14	.00	121,061.86	84.66
35100	* Animal Control *	125,800.00	125,800.00	16,449.37	16,449.37	.00	109,350.63	86.92
35300	* Medical Examiner *	200.00	200.00	20.00	20.00	.00	180.00	90.00
42400	* Refuse Disposal *	924,674.00	924,674.00	93,988.90	93,988.90	.00	830,685.10	89.83
43200	* General Properties *	753,626.00	753,626.00	103,418.74	103,418.74	.00	650,207.26	86.27
51200	* Supplement of Local Health Dept *	92,417.00	92,417.00	23,104.25	23,104.25	.00	69,312.75	75.00
51405	* Piedmont Senior Resources*	5,000.00	5,000.00	2,500.00	2,500.00	.00	2,500.00	50.00
52500	* Chapter 10 Board - Crossroads *	34,000.00	34,000.00	17,000.00	17,000.00	.00	17,000.00	50.00
61230	* CSA Management *	33,381.00	33,381.00	6,235.68	6,235.68	.00	27,145.32	81.31
68000	* Community Colleges *	8,000.00	8,000.00	3,500.00	3,500.00	.00	4,500.00	56.25
71500	* Recreation *	63,827.00	63,827.00	9,275.92	9,275.92	.00	54,551.08	85.46
73100	* Local Library *	115,450.00	115,450.00	57,725.00	57,725.00	.00	57,725.00	50.00
81100	* Planning Commission *	9,950.00	9,950.00	1,737.40	1,737.40	.00	8,212.60	82.53
81110	* Planning/Zoning Dept. *	83,113.00	83,113.00	23,871.90	23,871.90	.00	59,241.10	71.27
81200	* Community & Economic Development *	19,052.00	19,052.00	.00	.00	.00	19,052.00	100.00
81400	* Board of Zoning Appeals *	650.00	650.00	.00	.00	.00	650.00	100.00

FUND #-100

7/01/2018 - 9/06/2018

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAINING
81514	Transportation	10,590.00	10,590.00	.00	.00	.00	10,590.00	100.00
81535	* Farmville Area Chamber of Commerce	1,500.00	1,500.00	750.00	750.00	.00	750.00	50.00
81541	* Longwood Small Bus. Dev. Ctr. *	3,000.00	3,000.00	1,500.00	1,500.00	.00	1,500.00	50.00
81542	* Southside Violence Prevention *	5,000.00	5,000.00	2,500.00	2,500.00	.00	2,500.00	50.00
82401	*Peter Francisco SMD*	10,000.00	10,000.00	5,000.00	5,000.00	.00	5,000.00	50.00
83500	* Extensions Agents *	53,329.00	53,329.00	304.07	304.07	.00	53,024.93	99.42
83501	holiday lake 4-h educational center	2,500.00	2,500.00	1,250.00	1,250.00	.00	1,250.00	50.00
90000	* NONDEPARTMENTAL *	19,122.00	19,122.00	314.72	314.72	.00	18,807.28	98.35
93100	**TRANSFERS**	7,703,536.00	7,703,536.00	1,911,890.51	1,911,890.51	.00	5,791,645.49	75.18
	--FUND TOTAL--	15,084,519.00	15,084,519.00	3,373,260.33	3,373,260.33	.00	11,711,258.67	77.63
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	.00	.00	50,000.00	100.00
	--FUND TOTAL--	55,000.00	55,000.00	.00	.00	.00	55,000.00	100.00
FUND #-170								
62100	HEALTH INSURANCE	2,689,500.00	2,689,500.00	321,655.02	321,655.02	.00	2,367,844.98	88.04
63100	DENTAL INSURANCE	115,000.00	115,000.00	24,059.58	24,059.58	.00	90,940.42	79.07
64100	PATIENT CENTERED OUTCOME FEE(PCOR)	12,500.00	12,500.00	546.92	546.92	.00	11,953.08	95.62
	--FUND TOTAL--	2,817,000.00	2,817,000.00	346,261.52	346,261.52	.00	2,470,738.48	87.70
FUND #-201								
53100	* Administration *	1,384,961.00	1,384,961.00	250,529.58	250,529.58	.00	1,134,431.42	81.91
	--FUND TOTAL--	1,384,961.00	1,384,961.00	250,529.58	250,529.58	.00	1,134,431.42	81.91
FUND #-205								
61100		15,125,590.00	15,125,590.00	483,368.56	483,368.56	.00	14,642,221.44	96.80
	--FUND TOTAL--	15,125,590.00	15,125,590.00	483,368.56	483,368.56	.00	14,642,221.44	96.80
FUND #-207								
61100	GOVERNOR'S SCHOOL EXPENDITURES	1,290,402.00	1,290,402.00	75,400.30	75,400.30	.00	1,215,001.70	94.15
	--FUND TOTAL--	1,290,402.00	1,290,402.00	75,400.30	75,400.30	.00	1,215,001.70	94.15
FUND #-302								
95200	SHERIFFS OFFICE EQUIPMENT LEASING	35,000.00	35,000.00	.00	.00	.00	35,000.00	100.00
	--FUND TOTAL--	35,000.00	35,000.00	.00	.00	.00	35,000.00	100.00

ACCT#

DESCRIPTION

BUDGET AMOUNT

APPR. AMOUNT

CURRENT AMOUNT

Y-T-D AMOUNT

ENCUMBRANCE AMOUNT

UNENCUMBERED BALANCE

% REMAINING

FUND # -401

67200	* Elementary School - Lit Loan *	211,667.00	211,667.00	.00	.00	.00	211,667.00	100.00
67500	* High/Middle School - VPSA Loan *	.00	.00	743,095.51	743,095.51	.00	743,095.51	100.00
67600	* HS/MS-VPSA LOAN #2 *	1,200,590.00	1,200,590.00	892,491.25	892,491.25	.00	308,098.75	25.66
67700	PUBLIC FACILITY NOTE 2009	389,067.00	389,067.00	28,403.66	28,403.66	.00	360,663.34	92.69
67800	* AMERESCO *	154,394.00	154,394.00	154,394.00	154,394.00	.00	.00	.00
95600	* SunTrust Loan-HS/MS *	892,500.00	892,500.00	.00	.00	.00	892,500.00	100.00
95700	* Suntrust Loan - Courthouse *	248,579.00	248,579.00	240,735.82	240,735.82	.00	7,843.18	3.15
	-- FUND TOTAL--	3,096,797.00	3,096,797.00	2,059,120.24	2,059,120.24	.00	1,037,676.76	33.50

FUND # -500

53900		750,000.00	750,000.00	.00	.00	.00	750,000.00	100.00
	-- FUND TOTAL--	750,000.00	750,000.00	.00	.00	.00	750,000.00	100.00

FUND # -501

94900	* SEWER FUND - Enterprise Fund *	272,172.00	272,172.00	37,860.19	37,860.19	.00	234,311.81	86.08
95900	* WATER FUND - ENTERPRISE FUND *	171,328.00	171,328.00	37,359.11	37,359.11	.00	133,968.89	78.19
	-- FUND TOTAL--	443,500.00	443,500.00	75,219.30	75,219.30	.00	368,280.70	83.03

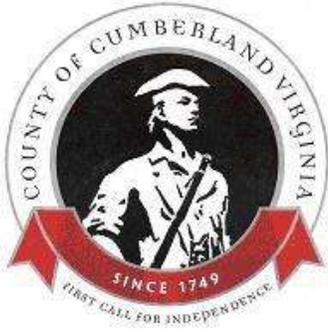
84

FUND # -715

81610	COMMUNITY CENTER PURCHASE	120,590.00	120,590.00	18,349.70	18,349.70	.00	102,240.30	84.78
	-- FUND TOTAL--	120,590.00	120,590.00	18,349.70	18,349.70	.00	102,240.30	84.78

FUND # -733

53010		23,500.00	23,500.00	1,141.76	1,141.76	.00	22,358.24	95.14
	-- FUND TOTAL--	23,500.00	23,500.00	1,141.76	1,141.76	.00	22,358.24	95.14
	-- FINAL TOTAL--	40,226,859.00	40,226,859.00	6,682,651.29	6,682,651.29	.00	33,544,207.71	83.38



## MEMO

Date: September 4, 2018  
To: Cumberland County Board of Supervisors  
Vivian Seay Giles, County Administrator/Attorney  
From: JP Duncan, Planning Director  
Re: **CUP 18-08 Holman Home**

---

### **Recommendation:**

Set a public hearing for October 9, 2018 to hear case CUP 18-08 to allow a nonconforming mobile home be placed on a property where a smaller mobile home currently sits.

### **General Information:**

**Applicant:** Cecile Holman

**Requested Action:** To approve CUP 18-08 that would allow a nonconforming mobile home be placed on a property where a smaller mobile home currently sits.

**Location:** The property is located at 4 Amos Road, election district 4, and is described as tax map number 82-A-18.

**Lot Size:** .340 acres.

**Existing Land Use:** The property has a single wide mobile home that is occupied.

**Comprehensive Plan Growth Area:** Not in a growth area.

**Staff Recommendation:** Approval.

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.

# Collection Rates - As of August 31, 2018

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## Real Estate:

	Current Collection %	Prior Year %	Change
Tax Year - 2017	95.72%	95.69%	+0.03%
Tax Year - 2018 (First Half)	92.61%	92.67%	-0.06%

## Personal Property:

	Current Collection %	Prior Year %	Change
Tax Year - 2016	97.77%	98.21%	- 0.44%
Tax Year - 2017	94.98%	95.07%	-0.09%

# Treasurer's Office

## Outstanding Collections Report

August 31, 2018

### Real Estate

	<u>As of 07/31/18</u>	<u>As of 08/31/18</u>	<u>Change</u>	<u>% Collected</u>	<u>Abatements/ Exonerations</u>
2001-2007	\$ 15,067.67	\$ 14,959.82	\$ 107.85	0.71%	
2008	6,432.96	6,273.24	\$ 159.72	2.48%	
2009	8,820.12	8,727.27	92.85	1.05%	
2010	17,455.23	17,163.77	291.46	1.67%	
2011	26,681.19	25,931.15	750.04	2.81%	
2012	49,060.81	47,824.95	1,235.86	2.52%	
2013	80,010.09	77,851.11	2,158.98	2.70%	
2014	97,403.48	95,558.18	1,845.30	1.89%	
2015	121,323.31	116,521.01	4,802.30	3.96%	
2016	176,940.61	168,284.63	8,655.98	4.89%	
2017	278,746.87	252,822.81	25,924.06	9.30%	
2018 (First Half)	245,817.12	218,470.08	27,347.04	11.12%	
<b>Total</b>	<b>\$ 1,123,759.46</b>	<b>\$ 1,050,388.02</b>	<b>\$ 73,371.44</b>		

### Personal Property

	<u>As of 07/31/18</u>	<u>As of 08/31/18</u>	<u>Change</u>	<u>% Collected</u>	<u>Abatements/ Exonerations</u>
2013	27,223.49	26,944.27	\$ 279.22	1.02%	
2014	30,832.74	30,179.30	653.44	2.12%	
2015	37,063.58	36,961.15	102.43	0.27%	
2016	71,418.00	69,049.91	2,368.09	3.32%	104.50
2017	186,826.88	159,664.25	27,162.63	14.54%	873.70
<b>Total</b>	<b>\$ 353,364.69</b>	<b>\$ 322,798.88</b>	<b>\$ 30,565.81</b>		

# Transactions for DMV Select

August 2018

	# Transactions	Total \$	# Helped	# Transactions	Total \$	# Helped
1	20	\$1,220.90	12	17	\$1,031.45	7
2	30	\$2,309.17	15	18		
3	63	\$2,104.06	9	19		
4				20	\$1,681.36	5
5				21	\$1,014.15	15
6	35	\$2,437.94	8	22	\$1,731.19	5
7	74	\$1,478.62	9	23	\$1,112.75	10
8	65	\$1,033.50	11	24	\$4,257.74	9
9	33	\$1,047.60	8	25		
10	43	\$1,522.20	9	26		
11				27	\$2,559.12	13
12				28	\$1,560.21	10
13	35	\$1,828.92	13	29	\$5,447.85	5
14	57	\$3,742.16	7	30	\$2,713.65	11
15	21	\$1,984.70	5	31	\$5,727.46	12
16	20	\$1,099.88	10	1021	\$50,646.58	218

# CUMBERLAND COUNTY

## BUILDING INSPECTIONS DEPARTMENT



AUGUST  
2018

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

August	Current Month 2017	YTD 2017	Current Month 2018	YTD 2018
Singlewides	1	3	0	8
Doublewides	3	10	0	9
Modular	1	3	0	2
New Homes	4	10	2	18
Ag & Exempt	0	4	0	1
Garages & Carports	2	17	1	21
Additions & Remodels	1	19	1	21
Misc	14	92	19	142
Commercial	6	35	4	25
<b>Totals</b>	<b>32</b>	<b>189</b>	<b>27</b>	<b>247</b>
Total Fees Collected	\$6,736.03	\$27,740.22	\$2,958.82	\$50,257.40
E-911 Fees Collected	\$60.00	\$132.00	\$24.00	\$336.00
Total Estimated Value	\$1,655,799.00	\$4,479,003.00	\$525,332.00	\$10,206,753.00
Admin. Fees	\$10.00	\$30.00	\$40.00	\$95.00
CO's Issued	2	33	3	31

