



CUMBERLAND COUNTY BOARD OF SUPERVISORS

Regular Monthly Meeting Cumberland County Circuit Courtroom A Cumberland, VA

July 9, 2019

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** **Information**
 - a. Dr. Amy Griffin, Superintendent of Cumberland County Public Schools **Information**
 - b. VDOT **Information**
 - c. Mrs. Doris Seal, Cumberland Community Cares **Information**
6. **Public Hearing Notices/Set Public Hearings**
N/A
7. **Public Hearings** **Motion**
 - a. CA 19-04 Watershed Protection Ordinance ([pg. 1-7](#)) **Motion**
 - b. CA 19-06 Animal Ordinance Amendment ([pg. 8-17](#))
8. **County Attorney/County Administrator Report** **Motion**
 - a. Consent agenda **Motion**
 - i. Approval of bills
 - ii. Approval of Minutes (June 11, 2019) ([pg. 18-31](#))
 - b. Appoint alternate to VGA Board ([pg. 32](#)) **Motion**
 - c. Amend Lease for Department of Social Services ([pg. 33-50](#)) **Motion**
 - d. Amend lease for Cumberland Community Cares ([pg. 51-66](#)) **Motion**
 - e. Expanded hours of Transfer Stations ([pg. 67-68](#)) **Discussion**
 - f. Facility Use **Motion**
9. **Finance Director's Report** **Information**
 - a. Monthly Budget Report ([pg. 69-77](#))
10. **Planning Director's Report** **Information**
 - a. Planning Project updates ([pg. 78](#))

- b. Set public hearing for CA 19-05 Family Subdivisions (pg. 79-80) **Motion**
 - c. Set public hearing for REZ 19-03 Sunnyside Meadows (pg. 81) **Motion**
 - d. Set public hearing for REZ 19-04 Cumberland Pharmacy (pg. 82) **Motion**
 - e. Pursuant to Sec. 46-2 of Cumberland County Code; Decide whether to cut the grass at 35 Fletcher Drive, Farmville, VA 23901 (pg. 83) **Motion**
 - f. Conservation easement request (pg. 84) **Motion**
- 11. Old Business**
- 12. New Business**
- 13. Public Comments**
- 14. Board Members Comments**
- 15. Adjourn into Closed Meeting** **Motion**
- Pursuant to VA. Code § 2.2-3711.A.1: Personnel;
Subject: Assignment and reassignment of administrative duties
 - Pursuant to VA. Code § 2.2-3711.A.7: Consultation with Legal Counsel;
Subject: Pending litigation
 - Pursuant to VA. Code § 2.2-3711.A.7: Consultation with Legal Counsel;
Subject: Discussion regarding the Host Community Agreement
 - Pursuant to VA. Code § 2.2-3711.A. 5: Discussion of prospective business where no previous announcement has been made.
Subject: Development and occupancy of the Cumberland Business Park
- 16. Reconvene in Open Meeting** (pg. 85-86) **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, and (iii) no action was taken at this meeting”
- 17. Additional Information** – (pg. 87-96)
- a. Treasurer’s Report
 - b. DMV Report
 - c. Monthly Building Inspections Report
 - d. Approved Planning Commission meeting minutes – May 20, 2019
 - e. Approved IDA minutes – N/A
- 18. Adjourn – Regular Meeting – August 13, 2019.**



DATE: July 3, 2019
TO: Cumberland County Board of Supervisors
FROM: Vivian Seay Giles
RE: Cobb's Creek Reservoir
Watershed Protection Ordinance

Recommendation

Conduct a public hearing on the Cobb's Creek Reservoir Watershed Protection Ordinance. Adopt the Watershed Protection Ordinance when fully considered.

Information

The adoption of a Watershed Protection Ordinance is required for the development of the Cobb's Creek Reservoir (hereafter the "Reservoir"). The attached draft is under consideration by the Cumberland County Planning Commission (hereafter the "Planning Commission"), and seems to be generally acceptable to the Planning Commission except for a question regarding item 8 under **Section 2-200.2 Prohibited Uses**. A discussion is ongoing regarding the application of poultry litter in the Watershed Area, which is beyond the buffer which immediately surrounds the Reservoir.

The Planning Commission is scheduled to continue their discussion on this issue at their next regular meeting. A public hearing on this code amendment is scheduled for the July 9, 2019 meeting of the Board of Supervisors and has been advertised. As this is not a zoning code amendment, no recommendation from the Planning Commission is required and no public hearing is required before you vote on this matter. At the July 9, 2019, it would be most efficient to conduct the public hearing as the hearing has been advertised. Following the public hearing, action could either be taken or action could be deferred to a later date to allow more time for consideration of the draft ordinance. As construction of the Reservoir is well underway, an ordinance should be adopted in the near future, as required by agreement, as required by regulation of the project (DEQ and the Army Corps of Engineers), and for the protection of the water quality in the Reservoir.

DRAFT WATERSHED PROTECTION ORDINANCE

Article I General Provisions

Sec. 1-100 Title and Authority

This ordinance shall be known as the Watershed Protection Ordinance for the Cobbs Creek Reservoir. The ordinance has been adopted pursuant to the August 10, 2010 Memorandum of Understanding between Cumberland County and Henrico County.

Section 1-101 Definitions.

Cobbs Creek Regional Water Supply Reservoir ("Cobbs Creek Reservoir") means the 14.8 billion gallon raw water reservoir constructed by Henrico County in Cumberland County to allow for controlled releases from reservoir storage into the James River.

Cobbs Creek Reservoir Watershed means the reservoir watershed area identified on the October 2015 Reservoir Buffer and Watershed Map maintained in the Cumberland County Planning Office. It consists of the Reservoir Buffer and Other Reservoir Watershed Area as defined herein.

Other Reservoir Watershed Area means the portion of the Cobbs Creek Reservoir Watershed outside the Reservoir Buffer. Other Reservoir Watershed Area is shown on the October 2015 Reservoir Buffer and Watershed Map maintained in the Cumberland County Planning Office.

Owner means Henrico County which will construct, own, and operate the Cobbs Creek Reservoir.

Pollutant means dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water.

Reservoir Buffer means the buffer which extends 150 feet landward from the reservoir normal pool elevation of 345 feet mean sea level. The Reservoir Buffer is shown on the

October 2015 Reservoir Buffer and Watershed Map maintained in the Cumberland County Planning Office.

Reservoir Normal Pool means the reservoir's water area surrounded by the Reservoir Buffer as shown on the October 2015 Reservoir Buffer and Watershed Map maintained in the Cumberland County Planning Office.

Zoning administrator means the Director of Planning for Cumberland County.

Section 1-102 Jurisdiction

Cumberland County has jurisdiction over the Cobbs Creek Reservoir and is responsible for enforcing the provisions of this ordinance.

Section 1-103 Purpose

The purpose of this ordinance is to achieve water quality protection; to control and abate the discharge of pollutants; to permit beneficial use of the Cobbs Creek Reservoir; and to safeguard potential future use of the reservoir as a direct source of drinking water for Cumberland County.

Section 1-104 Effective Date

This ordinance shall be effective upon adoption.

Section 1-105 Applicability

This ordinance applies to all activities in the Cobbs Creek Reservoir Watershed.

Section 1-106 Establishment of Reservoir Protection Overlay District

[Reserved]

Section 1-107 Interpretation of District Boundaries

The zoning administrator shall determine the boundaries of the Reservoir Buffer and Other Reservoir Watershed Area based on the October 2015 Reservoir Buffer and Watershed Map maintained in the Cumberland County Planning Office.

Article II Watershed Protection

Section 2-100 Reservoir Buffer

Section 2-100.1 Intent

These provisions codify the requirements established in the Cobbs Creek Reservoir Buffer Management Plan approved by the Virginia Department of Environmental Quality (“DEQ”) and the United States Army Corps of Engineers as well as restrictions contained in easements signed by persons owning land in the Reservoir Buffer. Compliance with the approved Cobbs Creek Reservoir Buffer Management Plan is mandatory in the Reservoir Buffer.

Section 2-100.2 Prohibited Uses

Except as provided in Section 2-100.3, the following activities are prohibited in the Reservoir Buffer.

- 1) Construction of new buildings, structures, fences, roads or utilities
- 2) Industrial or commercial activities
- 3) Storage of compost, manure, fertilizers, chemicals, machinery, or equipment outside of existing buildings and structures
- 4) Burning or harvesting timber or otherwise removing any vegetation
- 5) Tree removal to provide for sight lines and vistas
- 6) Mowing, plowing, cultivating, or landscaping
- 7) Grading, blasting, mining, or performing other earth-disturbing activities
- 8) Damming, impounding, capturing, or diverting flowing water.
- 9) Dumping or depositing waste machinery, equipment, other waste materials, household refuse, lawn clippings, woody debris, leaves, or fill material.
- 10) Erecting or installing any billboards, signs, towers, playground equipment, or recreational fields
- 11) Operating any motorized vehicles
- 12) Pasturing or grazing any livestock or poultry

Section 2-100.3 Exceptions to Prohibited Uses

Notwithstanding the prohibitions contained in Section 2-100.2, the following structures and activities are allowed within the Reservoir Buffer.

- 1) Public use areas designated by Henrico County, provided that DEQ approves the locations and that any activities conducted in public use areas will not contravene water quality protection goals.
- 2) Facilities supporting the water supply project.
- 3) Expansion, repair, or relocation of septic or drinking water systems when required by the Virginia Department of Health law or regulation.
- 4) Reconstruction of existing buildings, structures, fences, roads, or utilities damaged by natural events if the original dimensions and locations are maintained.
- 5) Industrial or commercial activities authorized within existing buildings and structures where no material alteration to the external appearance occurs and where no discharge of materials occurs.
- 6) Storage of compost, manure, fertilizers, chemicals, machinery, or equipment within existing buildings and structures where no discharge of materials occurs.
- 7) Burning or harvesting timber or otherwise removing vegetation when necessary for safety purposes or for fire, pest, or invasive species control. Prior approval from Henrico County will be required before a private landowner undertakes any burning, harvesting, or removal of vegetation.
- 8) Burning or harvesting timber or otherwise removing vegetation for water supply project-related activities approved by DEQ and for which a restoration plan is submitted and approved by DEQ.
- 9) Tree pruning to provide for sight lines and vistas, subject to the following conditions specified in the Cobbs Creek Reservoir Buffer Management Plan approved by the Virginia Department of Environmental Quality (“DEQ”) and the United States Army Corps of Engineers: (1) pruning is conducted by a certified arborist with the intent that pruned trees survive, (2) maximum pruning area on a single property is a single pruning corridor up to 100 feet wide through the Reservoir Buffer in a corridor roughly perpendicular to the reservoir shoreline, and (3) a pruning plan is prepared by the property owner, approved by the U.S. Army Corps of Engineers, and provided by the owner to Henrico County and the Cumberland County Planning Office before the pruning occurs.
- 10) Mowing of existing lawn areas adjacent to existing buildings and cemeteries.
- 11) Grading, blasting, mining, or performing other earth-disturbing activities for upland borrow activities for construction of the water supply project.

- 12) Installation of billboards, signs, or towers necessary for operation of the water supply project.
- 13) Operation of motorized vehicles used for traveling on existing roads or for the mowing of existing lawn areas adjacent to the existing buildings and cemeteries.
- 14) Operation of motorized vehicles necessary for the operation, maintenance, or protection of the water supply project.
- 15) Pasturing or grazing livestock or poultry within an existing fenced or otherwise enclosed area that is already being used for such activity.

Section 2-200 Other Reservoir Watershed Area

Section 2-200.1 Statement of Intent. These provisions establish the activities that are prohibited and permitted in Other Reservoir Watershed Area of the Cobbs Creek Reservoir Watershed.

Section 2-200.2 Prohibited Uses

The following activities are prohibited throughout Other Reservoir Watershed Area of the Cobbs Creek Reservoir Watershed.

- 1) Activities involving the manufacture, bulk storage, or any type of distribution of petroleum, chemical, asphalt products, or any hazardous substances as defined in Section 102 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 and substances designated under section 311(b)(2)(A) of the Clean Water Act (Federal Water Pollution Control Act Amendments of 1972, as amended in 1977).
- 2) Installation of long distance transmission pipelines for natural gas, liquid petroleum, petroleum products, slurry coal, and any other liquids or solids, except water lines, sewer lines and storm sewers.
- 3) Fuel storage tanks in the absence of secondary containment structures such as earthen berms around the tanks.
- 4) Gas stations and/or automotive service stations.
- 5) Junkyards.
- 6) Exploration, development or operation of oil wells, natural gas wells, strip mines or quarries.

- 7) Application to land surfaces or landfilling of industrial, commercial or residential waste.
- 8) Land application of biosolids, livestock waste, poultry litter, or other animal waste.
- 9) Feed lots for more than 50 animals.
- 10) Sewage system discharges to surface waters.
- 11) Discharges into the storm drainage system or state waters of any pollutants or waters containing any pollutants other than stormwater.
- 12) Any use prohibited by state or federal law, regulation, or permit.

Section 2-200.3 Permitted Uses.

Any uses allowed in the zoning district and not listed in Section 2-200.2 are permitted.

Section 2-300 Reservoir Normal Pool

Section 2-300.1 Statement of Intent. These provisions establish the activities that are prohibited in the Reservoir Normal Pool of the Cobbs Creek Reservoir.

Section 2-300.2 Prohibited Uses

The following activities are prohibited in the Reservoir Normal Pool of the Cobbs Creek Reservoir to protect water quality, public facilities, and safe recreational use.

- 1) All activities prohibited in the Reservoir Buffer and Other Reservoir Watershed Area.
- 2) Use of sailboats, kayaks, canoes, and paddleboards outside of designated areas.
- 3) Use of jet skis.
- 4) Use of boats with engines exceeding 10 horsepower.
- 5) Swimming outside of designated areas.
- 6) Littering or polluting the reservoir.
- 7) Use of firearms or explosives.
- 8) Fishing tournaments not authorized by Cumberland County and Henrico County.
- 9) Accessing or mooring at dam facilities.



DATE: July 3, 2019
TO: Cumberland County Board of Supervisors
FROM: Vivian Seay Giles
RE: Amendment of Cumberland County Code
Chapter 10 - Animals

Recommendation

Adopt the attached amendment of Cumberland Chapter 10 to allow for the purchase of a lifetime dog license.

Information

The Treasurer, Mr. Pfeiffer, has requested the amendment of Chapter 10 of the Cumberland County Code to allow for the purchase of a lifetime dog license, as recently enabled under the Code of Virginia. Currently, the Cumberland County Code requires the purchase of an annual dog license at a cost of \$4.00. The attached draft amendments to Chapter 10 of the Cumberland County Code change local requirements to a lifetime license at a cost of \$10.00. The attached draft has been reviewed by Mr. Pfeiffer and contains his edits.

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Chapter 10 ANIMALS [u](#)

ARTICLE I. - IN GENERAL

ARTICLE II. - DOGS

FOOTNOTE(S):

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Cross reference— Environment, ch. 34; agricultural, intensive district A-1, § 74-131 et seq.; agricultural district A-2, § 74-171 et seq.; poultry facilities, § 74-1021 et seq. [\(Back\)](#)

State Law reference— Comprehensive animal laws, Code of Virginia, § 3.1-796.66 et seq.; offenses involving animals, Code of Virginia, §§ 3.1-796.128, 18.2-403.1 et seq.; diseased animals, dead animals, etc., Code of Virginia, §§ 18.2-323, 18.2-510; regulation of hunting and trapping by counties and cities, Code of Virginia, §§ 29.1-526, 29.1-528; hunting near public schools and public parks, Code of Virginia, § 29.1-527; control of rabies, Code of Virginia, § 32.1-48.1 et seq.; estrays, Code of Virginia, § 55-202 et seq. [\(Back\)](#)

ARTICLE I. IN GENERAL

[Sec. 10-1. Definitions.](#)

[Sec. 10-2. Boundary line acts as fence.](#)

[Sec. 10-3. Wolf hybrid canine: confinement.](#)

[Secs. 10-4—10-30. Reserved.](#)

Sec. 10-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Dangerous dog means a canine or canine crossbreed that has bitten, attacked, or inflicted injury on a person or companion animal, or killed a companion animal; however, when a dog attacks or bites another dog, the attacking or biting dog shall not be deemed dangerous (i) if no serious physical injury as determined by a licensed veterinarian has occurred to the other dog as a result of the attack or bite or (ii) both dogs are owned by the same person. No dog shall be found to be a dangerous dog as a result of biting, attacking or inflicting injury on another dog while engaged with an owner or custodian as part of lawful hunting or participating in an organized, lawful dog handling event.

Hearing dog means a dog trained to alert its owner by touch to sounds of danger and sounds to which the owner should respond.

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Hybrid canine means any animal which at any time has been or is permitted, registered, licensed, advertised or otherwise described or represented as a hybrid canine, wolf or coyote by its owner to a licensed veterinarian, law enforcement officer, animal control officer, humane investigator, official of the state department of health, or state veterinarian's representative.

Run at large refers to a dog that is roaming, running or self-hunting off the property of its owner or custodian and not under its owner's or custodian's immediate control.

Service dog means a dog trained to accompany its owner for the purpose of carrying items, retrieving objects, pulling a wheelchair or other such activities of service or support.

Vicious dog means a canine or canine crossbreed that has:

- (1) Killed a person;
- (2) Inflicted serious injury to a person, including multiple bites, serious disfigurement, serious impairment of health, or serious impairment of a bodily function; or
- (3) Continued to exhibit the behavior that resulted in a previous finding by a court or an animal control officer as authorized by this article that it is a dangerous dog, provided that its owner has been given notice of that finding.

Wolf hybrid includes any hybrid canine and shall mean the offspring resulting from the mating of a domesticated dog and a wolf, coyote or other similar wild animal or their subsequent offspring or any animal which at any time has been or is permitted, registered, licensed, advertised or otherwise described or represented as a hybrid wolf or hybrid canine by its owner, former owner, lessee or bailee.

(Code 1990, §§ 3-10, 3-12A(d), 3-13, 3-15; Ord. of 10-9-1996; Ord. of 9-10-1997; Ord. of 11-12-2003(1))

Cross reference— Definitions generally, § 1-2.

State Law reference— Similar provisions, Code of Virginia, §§ 3.1-796.87, 3.1-796.126:8.

Sec. 10-2. Boundary line acts as fence.

The boundary line of each lot or tract of land or any stream in the county shall be a lawful fence to any horse, mule, cattle, hogs, sheep or goats.

(Code 1990, § 3-17)

State Law reference— What constitutes lawful fence, Code of Virginia, § 55-299 et seq.; trespass in crossing lawful fence, Code of Virginia, § 55-306 et seq.; No-Fence Law, Code of Virginia, § 55-310 et seq.

Sec. 10-3. Wolf hybrid canine; confinement.

- (a) It shall be unlawful for the owner or custodian to allow any wolf hybrid canine to run at large in the county during the period of January 1 through December 31 inclusive of each year. For the purpose of this section, a wolf hybrid canine shall be deemed to be running at large while outside of any pen or enclosure as provided in subsection (b) of this section; however, any owner or custodian of a wolf hybrid canine may be allowed to remove a wolf hybrid canine from a pen or enclosure for purposes of transportation to another pen or enclosure or for the purpose of obtaining medical attention. In no event

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shall any wolf hybrid canine be allowed to be set free on any property within the county whether or not the wolf hybrid canine is under its owner's or custodian's immediate control.

- (b) It shall be unlawful to own or possess a wolf hybrid canine unless such wolf hybrid canine is kept and maintained in a pen or enclosure constructed as follows:
- (1) The pen or enclosure shall contain at least 1,600 square feet of space.
 - (2) Any fencing used in the construction of the pen or enclosure shall be at least eight feet in height, with an additional overhang of fencing or barbed wire angling a minimum of three feet into the pen or enclosure.
 - (3) To prevent digging out along the fence, concrete footers at least one foot wide and six inches deep shall be installed along the perimeter of the pen or enclosure.
 - (4) The pen or enclosure shall be surrounded by a chain link fence at least four feet in height and no closer than six feet to the pen or enclosure.
 - (5) Any fencing used in the construction of the pen or enclosure shall be of 11 gauge wire or its equivalent.
- (c) A violation of this section shall be punishable as a class 1 misdemeanor, and any violation of this section shall be subject to injunctive relief in a court of equity.

(Code 1990, § 3-12A(a)—(c); Ord. of 2-14-1996)

State Law reference— Hybrid canines, Code of Virginia, § 3.1-796.126:8 et seq.

Secs. 10-4—10-30. Reserved.

ARTICLE II. DOGS

DIVISION 1. - GENERALLY

DIVISION 2. - LICENSE

DIVISION 3. - DANGEROUS AND VICIOUS DOGS

DIVISION 1. GENERALLY

[Sec. 10-31. Enforcement of the comprehensive animal laws.](#)

[Sec. 10-32. Code provisions applicable.](#)

[Sec. 10-33. Running at large prohibited during certain months: penalty.](#)

[Secs. 10-34—10-50. Reserved.](#)

Sec. 10-31. Enforcement of the comprehensive animal laws.

The enforcement of the comprehensive animal laws of the county shall be vested in the animal control officer.

(Code 1990, § 3-8)

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State Law reference— Animal control officer, Code of Virginia, § 3.1-796.104.

Sec. 10-32. Code provisions applicable.

All other provisions of Code of Virginia, § 3.1-796.66 et seq., shall apply mutatis mutandis to the animal control officer of the county.

(Code 1990, § 3-9)

Sec. 10-33. Running at large prohibited during certain months; penalty.

- (a) It shall be unlawful for the owner or custodian to allow any dog to run at large in the county during the period of March 1 to November 1 inclusive of each year. Any person who permits his dog to run at large or remain unconfined, unrestricted or not penned up during the period specified shall be deemed to have violated the provisions of this section.
- (b) Any person violating the provisions of this section shall be guilty of a class 4 misdemeanor and shall be subject to punishment as provided in Code of Virginia, §§ 3.1-796.93, 3.1-796.128.

(Code 1990, §§ 3-10, 3-12, 3-15; Ord. of 3-13-1996)

State Law reference— Authority for above section, Code of Virginia, § 3.1-796.93.

Secs. 10-34—10-50. Reserved.

DIVISION 2. LICENSE

[Sec. 10-51. Amount of license.](#)

[Sec. 10-52. Evidence showing inoculation for rabies prerequisite to obtaining dog license.](#)

[Sec. 10-53. When license tax payable.](#)

[Sec. 10-54. Duplicate license tags.](#)

[Sec. 10-55. Sale to begin November 1.](#)

[Sec. 10-56. Disposition of funds.](#)

[Sec. 10-57. Penalties for violation.](#)

[Secs. 10-58—10-80. Reserved.](#)

Sec. 10-51. Amount of license.

- (a) It shall be unlawful for any person to own a dog four months old or over in the county unless such dog is licensed as required by this article. ~~Dog licenses shall run by the calendar year, namely, from January 1 to December 31, inclusive; and this~~[The](#) license tax shall be payable at the office of the treasurer and shall be as follows:

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- (1) For any single dog, regardless of sex, ~~\$204.00~~ \$10.00 due within thirty (30) days of acquiring a dog over the age of four months or within thirty (30) days of the dog attaining the age of four months.
 - (2) For a kennel of one to ten dogs, \$30.00 per year due within thirty (30) days of establishing the kennel and no later than January 31 each year thereafter.
 - (3) For a kennel of 11 to 20 dogs, \$40.00 per year due within thirty (30) days of establishing the kennel and no later than January 31 each year thereafter.
 - (4) For a kennel of 21 to 50 dogs, \$50.00 per year due within thirty (30) days of establishing the kennel and no later than January 31 each year thereafter.
- (b) No license tax shall be levied on any dog that is trained and serves as a guide dog for a blind person, that is trained and serves as a hearing dog for a deaf or hearing impaired person, or that is trained and serves as a service dog for a mobility-impaired person.
- (c) For purposes of the kennel license tax, the license year shall begin on January 1 and end on December 31. The license tax for each license year shall be paid not later than January 31.

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(Code 1990, § 3-1)

State Law reference— Amount of license tax, Code of Virginia, § 3.1-796.87.

Sec. 10-52. Evidence showing inoculation for rabies prerequisite to obtaining dog license.

No license tag shall be issued for any dog unless there is presented, to the treasurer at the time application for license is made, the amount of license tax and a current certificate of vaccination as required by Code of Virginia, § 3.1-796.84 et seq. No kennel license shall be issued unless a rabies vaccination certificate is presented for each dog in the kennel.

(Code 1990, § 3-2)

State Law reference— How to obtain license, Code of Virginia, § 3.1-796.86.

Sec. 10-53. Term of license; When license tax payable.

~~License taxes on dogs shall be due and payable as follows:~~

- (1) ~~On or before January 1 and not later than January 31 of each year, the owner of any dog four months old or older shall pay a license tax as prescribed in section 10-52.~~
- (2) ~~If a dog shall become four months of age or come into the possession of any person between January 1 and November 1 of any year, the license tax for the current calendar year shall be paid forthwith by the owner.~~
- (3) ~~If a dog shall become four months of age or come into the possession of any person between October 31 and December 31 of any year, the license for the succeeding calendar year shall be paid forthwith by the owner; and such license shall be valid from the date the license is purchased.~~

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— Effective November 1, 2019, The term of an individual dog license shall be for the lifetime of the dog or as long as the owner resides in the county. The owner of any dog four months of age or older shall pay a license tax, as set forth in section 10-51, no later than 30 days of the dog turning four month of age of within 30 days after the dog comes into possession of the owner. Such

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license shall be valid for as long as the dog's owner resides in the county and the dog's rabies vaccination is kept current.

(Code 1990, § 3-3)

State Law reference— When license tax payable, Code of Virginia, § 3.1-796.88.

Sec. 10-54. Duplicate license tags.

If a dog license tag is lost, destroyed or stolen, the owner or custodian shall at once apply to the treasurer or his agent who issued the original license for a duplicate license tag, presenting the original license receipt. Upon affidavit of the owner or custodian before the treasurer or his agent that the original license tag has been lost, destroyed or stolen, he shall issue a duplicate license tag which the owner or custodian shall immediately affix to the collar of the dog. The treasurer or his agent shall endorse the number of the duplicate and the date issued on the face of the original license receipt. The fee for a duplicate tag for any dog shall be \$1.00.

(Code 1990, § 3-4)

State Law reference— Duplicate license tags, Code of Virginia, § 3.1-796.91.

Sec. 10-55. Sale to begin November 1.

Kennel Dog tags for each calendar year shall be sold in serial and numerical order, beginning November 1 of the prior year and shall remain on sale until October 31 of the calendar year covered by such tags.

(Code 1990, § 3-5)

Sec. 10-56. Disposition of funds.

All funds collected by the treasurer pursuant to this division shall be paid into the general revenue fund of the county. All expenses incurred in administering this article shall be paid out of the general revenue fund of the county.

(Code 1990, § 3-6)

Sec. 10-57. Penalties for violation.

Any person violating any of the provisions of this division shall be guilty of a class 4 misdemeanor and shall be subject to punishment as provided in Code of Virginia, § 3.1-796.128.

(Code 1990, § 3-7)

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Secs. 10-58—10-80. Reserved.

DIVISION 3. DANGEROUS AND VICIOUS DOGS ^[2]

[Sec. 10-81. Regulation.](#)

Sec. 10-81. Regulation.

All dangerous and vicious dogs in the county shall be subject to the following regulations:

- (1) Any animal control officer who has reason to believe that a canine or canine crossbreed within the county is a dangerous dog or vicious dog shall apply to a magistrate of the county for the issuance of a summons requiring the owner or custodian, if known, to appear before the county general district court at a specified time. The summons shall advise the owner of the nature of the proceeding and the matters at issue. The animal control officer or owner shall confine the animal until such time as evidence shall be heard and a verdict rendered. The court, through its contempt powers, may compel the owner, custodian or harbinger of the animal to produce the animal. If after hearing the evidence the court finds that the animal is a dangerous dog, the court shall order the animal's owner to comply with the provisions of this division. If, after hearing the evidence, the court finds that the animal is a vicious dog, the court shall order the animal euthanized in accordance with the provisions of Code of Virginia, § 3.1-796.119. Notwithstanding the foregoing provisions of this subsection, any animal control officer may determine, after investigation, whether a dog is a dangerous dog. If the animal control officer determines that a dog is a dangerous dog, he may order the animal's owner to comply with the provisions of this article. If the animal's owner disagrees with the animal control officer's determination, he may appeal the determination to the general district court for a trial on the merits.
- (2) No canine or canine crossbreed shall be found to be a dangerous dog or vicious dog solely because it is a particular breed. No animal shall be found to be a dangerous dog or vicious dog if the threat, injury or damage was sustained by a person who was:
 - a. Committing, at the time, a crime upon the premises occupied by the animal's owner or custodian;
 - b. Committing, at the time, a willful trespass or other tort upon the premises occupied by the animal's owner or custodian; or
 - c. Provoking, tormenting or physically abusing the animal, or can be shown to have repeatedly provoked, tormented, abused or assaulted the animal at other times.

No police dog which was engaged in the performance of its duties as such at the time of the acts complained of shall be found to be a dangerous dog or a vicious dog. No animal which, at the time of the acts complained of, was responding to pain or injury, or was protecting itself, its kennel, its offspring, or its owner or owner's property, shall be found to be a dangerous dog or a vicious dog.

- (3) The owner of any animal found to be a dangerous dog shall, within ten days of such finding, obtain a dangerous dog registration certificate from the animal control officer for a fee of \$200.00 in addition to other fees that may be authorized by law. The animal control officer shall also provide the owner with a uniformly designed tag which identifies the animal as a dangerous dog. The owner shall affix the tag to the animal's collar and ensure that the animal wears the collar and tag at all times. All certificates obtained pursuant to this subsection shall be renewed annually for the same fee and in the same manner as the initial certificate was obtained.

- THE CODE

Chapter 10 ANIMALS

- (4) All certificates or renewals required to be obtained under this division shall only be issued to persons 18 years of age or older who present satisfactory evidence of the animal's current rabies vaccination, if applicable, and that the animal is and will be confined in a proper enclosure or is and will be confined inside the owner's residence or is and will be muzzled and confined in the owner's fenced-in yard until the proper enclosure is constructed. In addition, owners who apply for certificates or renewals under this section shall not be issued a certificate or renewal unless they present satisfactory evidence that their residence is and will continue to be posted with clearly visible signs warning both minors and adults of the presence of a dangerous dog on the property and the animal has been permanently identified by means of a tattoo on the inside thigh or by electronic implantation.
- (5) While on the property of its owner, an animal found to be a dangerous dog shall be confined indoors or in a securely enclosed and locked structure of sufficient height and design to prevent its escape or direct contact with or entry by minors, adults or other animals. The structure shall be designed to provide the animal with shelter from the elements of nature. When off its owner's property, an animal found to be a dangerous dog shall be kept on a leash and muzzled in such a manner as not to cause injury to the animal or interfere with the animal's vision or respiration, but so as to prevent it from biting a person or another animal.
- (6) If the owner of an animal found to be a dangerous dog is a minor, the custodial parent or legal guardian shall be responsible for complying with all requirements of this division.
- (7) After an animal has been found to be a dangerous dog, the animal's owner shall immediately, upon learning of the dog's status, notify the animal control officer if the animal:
 - a. Is loose or unconfined;
 - b. Bites a person or attacks another animal;
 - c. Is sold, given away or dies; or
 - d. Has been moved to a different address.
- (8) The owner of any animal which has been found to be a dangerous dog who willfully fails to comply with the requirements of this division shall be guilty of a class 1 misdemeanor.
- (9) All fees collected pursuant to this article, less the costs incurred by the county in producing and distributing the certificates and tags required by this article, shall be paid into a special dedicated fund in the treasury of the county for the purpose of paying the expenses of any training course required under Code of Virginia, § 3.1-796.105.
- (10) All certificates or renewals required to be obtained under this division shall only be issued to persons 18 years of age or older who present satisfactory evidence that the animal has been neutered or spayed.
- (11) All certificates or renewals required to be obtained under this division shall only be issued to persons who present satisfactory evidence that the owner has liability insurance coverage, to the value of at least \$100,000.00, that covers animal bites.
- (12) Notwithstanding the provisions of subsection (1) of this section, the animal control officer, in his discretion, may determine, after investigation, whether a dog is a dangerous dog. If the animal control officer determines that a dog is a dangerous dog, he may order the animal's owner to comply with the provisions of this article. If the animal's owner disagrees with the animal control officer's determination, he may appeal the determination to the general district court for a trial on the merits.

(Code 1990, § 3-14; Ord. of 9-10-1997; Ord. of 11-12-2003(1); Ord. of 1-20-2004(1))

- THE CODE
Chapter 10 ANIMALS

FOOTNOTE(S):

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Cross reference— Environment, ch. 34. [\(Back\)](#)

State Law reference— Authority to control dangerous or vicious dogs, Code of Virginia, § 3.1-796.93:1. [\(Back\)](#)

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

The following is a summary of the report given to the Board by Dr. Griffin:

- Graduation for the class of 2019 took place on May 17, 2019
- The WAGI Lab (What A Good Idea) group is a social entrepreneur group for elementary students. Their current project is to create a plan for family entertainment options in the county
- The Middle School Book fair will take place this week
- Coach Alphonso Bell was recognized by the Virginia High School League for his years of service as the Athletic Director for the School Division
- Howard Paras is the new High School football Coach
- CHS Seniors, MJ Patterson, has signed to play basketball at Randolph College, and Kaijhaun Trent has signed to play football at Ferrum College.
- CCPS is serving free breakfast and lunch for children during through July 16, 2019. Adult meals cost \$1.00 for breakfast, and \$3.25 for lunch.
- CCES students have been sharing buddy benches with students in other localities, including Amelia and Prince Edward.
- Baleigh Meinhard, School Division Spelling Bee winner, won the statewide spelling bee, and represented Cumberland well at the National Spelling bee.
- The Public Schools Foundation awarded \$3,500 in grants to Teachers to help with classroom activities. They also awarded 39 scholarships to 25 students; 7 current college students, 18 graduating seniors. The Scholarships total \$33,650. Since the Foundations inception, they have awarded \$127,734 worth of grant

money to teachers, and \$342,950 in scholarships for students.

b) VDOT

Assistant Residency Engineer, Ms. Carrie Shephard, gave the following update to the Board:

- Mowing on secondary roads will conclude this week, and mowing on primary roads will begin Monday
- Rural Rustic roadwork continues
- Paving has been completed on Rt. 684, Cartersville Extension, and Rt. 622, Trents Mill Road, and they are currently paving Rt. 60, Anderson Highway, and are adding wedging, safety edge and rumble strips to improve safety on this main road.

6. Public Hearings

a. VDOT Secondary Six Year Plan FYE20-FYE25

County Administrator, Vivian Giles, informed the Board that no changes had been made to the proposed Six Year Plan since the board received it last month. The Chairman opened the public hearing. With no citizens signed up to speak, the Chairman then closed the public hearing.

On a motion by Supervisor Osl, and carried unanimously the Board approved the VDOT Secondary Six Year Plan for FYE20-FYE25, and Construction Priority List for FYE20 as presented:

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

b. CUP 19-05 Dowler, LLA

Planner and Zoning Administrator, JP Duncan, informed the Board that Ms. Darlene Dowler owns two parcels of land. As the lot lines currently stand, a driveway and accessory building on one lot are encroaching on the other. The requested lot line adjustment will resolve the encroachments.

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

On a motion by Supervisor Osl, and carried unanimously, the Board approved CUP 19-05 Dowler with the following conditions:

1. Neither lot will be subdivided without meeting the standards in Cumberland County Code, nor will boundary lines be adjusted to cause either lot to become smaller and more non-conforming in the future,
2. The lot line adjustment will not cause any lot to become less than one (1) acre in area.

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

7. County Attorney/County Administrator Report

- a) Consent Agenda
 - 1) Approval of Bills for May 2019 and June 2019.
Approved bills for June 11, 2019 total \$180,509.37.
Ratified bills for May 15, 2019 through June 10, 2019 of warrants total \$650,425.39 with check numbers ranging from 79695-80002.
 - 2) Approval of Minutes – May 7, 2019 and May 14, 2019

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

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

- b. Set public hearing for CA 19-07 Special Assessments for July 9, 2019

Supervisor Wheeler made a motion to not proceed with the proposed code amendment. Supervisor Meinhard made a substitute motion to set the public hearing for July 9, 2019. With the question being called, the Board did not set CA 19-07 Special Assessments for July 9, 2019, as the substitute motion failed by the following vote:

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

- c. Set public hearing for CA 19-04 Watershed Protection Ordinance for July 9, 2019

On a motion by Supervisor Osl, and carried unanimously, the Board set a public hearing for CA 19-04 Watershed Protection Ordinance for July 9, 2019:

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

- d. Set public hearing for CA 19-06 Animal Ordinance Amendment

On a motion by Supervisor Wheeler and carried unanimously, the Board set a public hearing for CA 19-06 Animal Ordinance Amendment for July 9, 2019:

Vote: Mr. Osl – aye Mr. Banks – aye

Mr. Ingle – aye
Mr. Wheeler – aye

Mr. Meinhard – aye

e. Appropriation of funds for FYE20

On a motion by Supervisor Osl, and carried by the following vote, the Board appropriated the funds for Fiscal Year 2019-2020:

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

f. Green Ridge Host Community Agreement – approval of appraisers

On a motion by Supervisor Osl, and carried by the following vote, the Board approved The Coverly Company of Amelia, Virginia, and MG Miller Valuations of Patterson Avenue in Richmond, Virginia, as appraisers under the Host Community Agreement dated August 2, 2018 by the following vote:

Vote: Mr. Osl – aye Mr. Banks – nay
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.

b) Request for supplemental appropriation - \$225.00
Maintenance Department:

Mr. Ingle – aye
Mr. Wheeler – aye

Mr. Meinhard – aye

9. Planning Director’s Report

- a) Planning Project Update

There was no discussion regarding this item.

- b) Set public hearing for REZ 19-04, Cumberland Pharmacy for July 9, 2019

On a motion by Supervisor Wheeler carried unanimously, the Board set a public hearing for REZ 19-04 Cumberland Pharmacy for July 9, 2019:

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

Mr. Banks – aye
Mr. Meinhard – aye

- c) CUP 18-01 – 4Wheel Drive Conversion

Zoning Administrator, JP Duncan, informed the Board that CUP 18-01 is up for renewal. To renew the CUP would allow the continued use of off-site collection, transportation, and disposal of waste; junkyard; sales and outdoor display of carports; garage or service station; and a Porta-John business.

On a motion by Supervisor Osl, the Board renewed CUP 18-01 4Wheel Drive Conversion:

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

Mr. Banks – aye
Mr. Meinhard – aye

10. Old Business

Cumberland will be a dump and trash along the road. She asked the Board what they are going to do to bring more opportunity to Cumberland.

Mr. Ron Tavernier stated that a Board member made a comment regarding the Green Ridge Project last year that some of this county must suffer so that all can benefit. He compared this comment to the Land Use Program, and stated that it is not fair that the residents of District 2 will suffer so that all can benefit. He also stated that the county website is a joke.

13. Supplemental Information

N/A

14. Board Member Comments

Supervisor Ingle stated that he wished the county did not have a landfill, but we are dealing with what we have. The County's tax incentive program was established to entice companies to bring their businesses to Cumberland.

Supervisor Osl stated that there are 226 Land Owners that have forestry parcels in Land Use, and over 95% are private land owners.

Supervisor Meinhard stated that the money lost by having the Land Use Program is significant, at least \$600,000-\$700,000 per year. He also stated that he voted against extra expenditures because they were not included in the approved budget.

15. Adjourn into Closed Meeting

On a motion by Supervisor Osl and carried, the Board entered into closed meeting pursuant to the Virginia Code Section set for the below to discuss the subject identified:

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

Subject: Assignment and reassignment of administration duties

Subject: Discussion and consideration of applications in administration and finance

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

Subject: Probable litigation

Subject: Proposed amendments to the Host Community Agreement dated August 2, 2018

- Virginia Code § 2.2-3711.A.5: Discussion of prospective business where no previous announcement has been made;

Subject: Development and occupancy of the Cumberland Business Park on Commerce Road

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

16. Reconvene in Open Meeting

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

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

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

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

WHEREAS, the Board of Supervisors of Cumberland County has convened a closed meeting on this date pursuant

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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, (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, and (iii) no action was taken in closed meeting.

17. Action on one or more closed meeting items

N/A

18. Additional Information

- a) Treasurer's Report
- b) DMV Report
- c) Monthly Building Inspections Report
- d) Approved Planning Commission meeting minutes – March 25, 2019
- e) Approved EDA meeting minutes – N/A

19. Adjourn -

On a motion by Supervisor Ingle and carried unanimously, the Board adjourned the meeting until the next regular meeting scheduled for July 9, 2019, to be held at 7:00 p.m. in the Court Room A of the Cumberland Courthouse:

Vote: Mr. Osl – aye Mr. Banks – aye

Mr. Ingle – aye
Mr. Wheeler – aye

Mr. Meinhard – aye

David Meinhard, Chairman

Vivian Giles, County Administrator/County Attorney



DATE: July 3, 2019
TO: Cumberland County Board of Supervisors
FROM: Vivian Seay Giles
RE: Appointment of Alternate Board Member
Virginia's Growth Alliance

Recommendation

Appoint J.P. Duncan as an alternate member of the Board of Directors of Virginia's Growth Alliance (VGA) representing Cumberland County.

Information

The VGA bylaws provide for two Board members from each member locality plus one alternate. Cumberland County previously has not elected to appoint an alternate Board member, and given current staffing considerations, it would be wise for Cumberland County to do so. J.P. Duncan is familiar with the current projects under development in Cumberland County and is familiar with VGA. His representation of Cumberland County with VGA would ensure Cumberland's continued seat at the table and would ensure a continued point of contact with someone knowledgeable about current projects as well as development parameters in the County.



DATE: July 3, 2019
TO: Cumberland County Board of Supervisors
FROM: Vivian Seay Giles
RE: Lease of real property to Cumberland County Department of Social Services

Recommendation

Amend and renew the Deed of Lease dated July 1, 2014 between Cumberland County, Virginia and the Cumberland County Department of Social Services. Amend the lease to delete the last two sentences of paragraph 16, subparagraph (c), and renew the lease for a period of five years, for the term August 1, 2019 through July 31, 2024.

Information

By Deed of Lease dated July 1, 2014, the Cumberland County Department of Social Services (DSS) leases approximately 6,450 square feet of office space located at 1874 Anderson Highway from the County of Cumberland. The term of that lease is for five years, which term expires on July 31, 2019. DSS desires to continue to lease the said office space on the same terms and conditions for an additional five-year period. The continuation of the lease can be accomplished in one of two ways:

1. Conduct a public hearing at the August 13, 2019 Board meeting and enter into a new lease.
2. Renew the current lease pursuant to paragraph 16, subparagraph (c). If this alternative is selected, the parties should either (i) waive, in writing, the requirements contained in the second and third sentences (the last two sentences) of paragraph 16, subparagraph (c); or (ii) amend the current lease, in accordance with paragraph 18, to remove the last two sentences of paragraph 16, subparagraph (c).

Deed of Lease

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

WITNESSETH

Recitals

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

Lease

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

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

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

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

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

3. **TERM.**

- (a) The initial term of this Lease (the "Initial Term") shall be five (5) years, beginning on July 1, 2014 (the "Commencement Date") and terminating on July 31, 2019 (the "Termination Date").
- (b) Landlord warrants that Landlord alone, at the time this Lease is executed, has the right to lease the Premises, without the consent of any other party. It is expressly understood and agreed that this covenant by the Landlord constitutes a warrant. If Landlord does not have this right, then Tenant, in addition to any other remedy available at law or in equity, may immediately declare this Lease null and void from its inception and of no force and effect, without notice. In such event, no rent shall accrue or be deemed to have accrued for the term of this Lease, or for any part of the term.

4. **RENT.**

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

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

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

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

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

5. POSSESSION, COVENANTS AND CONDITION OF PREMISES.

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

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

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

6. MAINTENANCE.

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

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

7. DAMAGE OR DESTRUCTION OF THE PREMISES.

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

8. ALTERATIONS BY THE TENANT.

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

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

9. UTILITIES AND SERVICES; INSURANCE; TAXES.

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

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

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

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

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

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

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

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

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

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

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:

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

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

Cumberland County Administrator
Post Office Box 110
Cumberland, Virginia 23040

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LANDLORD: CUMBERLAND COUNTY, VIRGINIA

By: _____
Vivian Seay Giles, County Administrator

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

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

My Commission expires: _____

My notary Identification Number is: _____

Notary Public

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

By: _____
Karen Blackwell, Director

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

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

My Commission expires: _____

My notary Identification Number is: _____

Notary Public

APPROVED AS TO FORM:

County Attorney



DATE: July 3, 2019
TO: Cumberland County Board of Supervisors
FROM: Vivian Seay Giles
RE: Cumberland Community Cares Lease

Recommendation

Approve the amended lease with Cumberland Community Cares Food Bank to clarify responsibilities for building maintenance and repairs.

Information

Recently an issue arose regarding the repair of the air conditioning in the old DSS building which has been leased to Cumberland Community Cares Food Bank for zero rent. The current lease provides that the tenant is responsible for equipment repairs, including air conditioning equipment. After Board input indicating a desire for the County to assume responsibility for these repairs, and given the fact that a previous lease extension was approved but not signed, the most appropriate course is to amend the lease document for the current lease term to assign responsibility for equipment repairs, including air conditioning equipment, to the County.

Deed of Lease

This **DEED OF LEASE** (the "Lease") is dated the 1st day of December, 2018, between **CUMBERLAND COUNTY, VIRGINIA**, a public body politic and political subdivision of the Commonwealth of Virginia, as **Grantor** ("Landlord"), and **CUMBERLAND COMMUNITY CARES FOOD BANK**, as **Grantee** ("Tenant"), recites and provides as follows:

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

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

The building and curtilage known as 1550 Anderson Highway, Cumberland, Virginia 23040. This lease is for the building identified as 1550 Anderson Highway and expressly does not include the building and curtilage currently occupied by the Virginia Tech Extension Office, known as 1548 Anderson Highway, Cumberland, Virginia.

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

- 2. USE OF PREMISES.** The Premises are to be used and occupied by Tenant for office use and food storage and distribution, or for such purpose or purposes as Tenant may now or hereafter be empowered or authorized by law to use same. Provided, however, that use of the Premises by Tenant for other than the uses in the preceding sentence shall be submitted to Landlord in writing for prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed.
- 3. TERM.**
 - (a) The initial term of this Lease (the "Initial Term") shall be two (2) years, beginning on January 1, 2019 (the "Commencement Date") and terminating at midnight on December 31, 2020 (the "Termination Date").
 - (b) Landlord warrants that Landlord alone, at the time this Lease is executed, has the right to lease the Premises, without the consent of any other party. It

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

4. RENT.

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

5. POSSESSION, COVENANTS AND CONDITION OF PREMISES.

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

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

6. MAINTENANCE.

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

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

7. DAMAGE OR DESTRUCTION OF THE PREMISES.

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

8. ALTERATIONS BY THE TENANT.

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

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

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

9. UTILITIES AND SERVICES; INSURANCE; TAXES.

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

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

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

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

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

11. ACCESSIBILITY BY PERSONS WITH DISABILITIES.

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

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

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

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

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

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

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

- (b) This Lease shall be governed by, and construed according to, the laws of the Commonwealth of Virginia. The parties choose Cumberland County, Virginia, as the venue for any action instituted pursuant to the terms of this Lease.

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

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

14. OPTION, TERMINATION, RENEWAL, AND HOLDOVER.

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

15. NOTICES.

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

Cumberland Community Cares Food Bank
1550 Anderson Highway
Cumberland, Virginia 23040

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

Cumberland County Administrator
Post Office Box 110
Cumberland, Virginia 23040

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

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

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

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

17. DEFAULT.

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

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

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

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

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

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

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

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

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

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

LANDLORD: CUMBERLAND COUNTY, VIRGINIA

By: _____
 Vivian Seay Giles, County Administrator

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

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

My Commission expires: _____
 My notary Identification Number is: _____

 Notary Public

TENANT: CUMBERLAND COMMUNITY CARES FOOD BANK

By: _____

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

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

My Commission expires: _____

My notary Identification Number is: _____

Notary Public

APPROVED AS TO FORM:

Vivian Seay Giles, County Attorney



DATE: July 3, 2019
TO: Cumberland County Board of Supervisors
FROM: Vivian Seay Giles
RE: Transfer Station Hours

Information

On one or more occasions, the issue of transfer station hours has been discussed. Specifically, the primary objectives discussed have been the expansion of hours past 5:00 in the afternoon at all three transfer stations, and the expansion of hours at the Randolph and Hamilton stations to be open more days.

Staff has considered the possibility of expanding transfer station hours and recommends the attached schedule as a possible alternative. The total cost to adopt expanded schedules at all three transfer stations is approximately \$15,000 per year.

**Proposed
TS Schedule
12 hour days
07/09/2019**

		SUN	MON	TUES	WED	THUR	FRI	SAT	TOTAL
	John T.		R 12		R 12		R 12		36
	Jovan		H 12		H 12		H 12		36
	Thomas		MNT 8	MNT 8	MNT 8	MNT 8	MNT 8		40
	Alvin		M 12	R 7		R 7			26
	Frank			H 7		H 7			14
	Clarence				M 12		MNT 12	M 7	31
	NEW EE 1	M 6		M 12					18
	NEW EE 2					M 12			12
	John T.		R 12		R 12		R 12		36
	Jovan		H 12		H 12		H 12		36
	Thomas		MNT 8	MNT 8	MNT 8	MNT 8	MNT 8		40
	Alvin		M 12			M 12		M 7	31
	Frank			H 7			MNT 12		19
	Clarence			M 12	M 12	H 7			31
	NEW EE 1					M 7			7
	NEW EE 2	M 6		R 7					13
	John		R 12		R 12		R 12		36
	Jovan		H 12		H 12		H 12		36
	Thomas		MNT 8	MNT 8	MNT 8	MNT 8	MNT 8		40
	Alvin		M 12	R 7		R 7			26
	Frank			H 7		H 7			14
	Clarence				M 12		MNT 12	M 7	31
	NEW EE 1	M 6		M 12					18
	NEW EE 2					MNT 12			12
	John		R 12		R 12		R 12		36
	Jovan		H 12		H 12		H 12		36
	Thomas		MNT 8	MNT 8	MNT 8	MNT 8	MNT 8		40
	Alvin		M 12		M 12	M 12		M 7	31
	Frank			H 7					19
	Clarence			M 12		H 7	M 12		31
	NEW EE 1					M 12			12
	NEW EE 2	M 6		R 7		7			20

John	144
Jovan	144
Thomas	160
Alvin	114
Frank	66
Clarence	124
PT EE 1	55
PT EE 2	57

	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

** GENERAL FUND REVENUES**

Monthly Financial Report To Council For July 2019

	Estimated 2018/2019 Budget to Date -----	Actual 2018/2019 Budget to Date -----	(Over) or Under Budget to Date -----
Revenue			
Balance Forward		5,003,542.53	
Fund Revenue	40,226,859.00	38,238,261.08	1,988,597.92
Total Revenue	40,226,859.00	43,241,803.61	(3,014,944.61)
Expenditures			
* Board of Supervisors *	46,117.00	44,064.89	2,052.11
* County Administrator *	298,724.00	321,225.51	(22,501.51)
* Legal Services *	1,000.00	93,500.80	(92,500.80)
* Independent Auditor *	36,000.00	46,263.57	(10,263.57)
* Commissioner of Revenue *	259,158.00	251,378.28	7,779.72
* Assessor *	104,000.00	35,730.00	68,270.00
* Treasurer *	293,670.00	302,863.99	(9,193.99)
* Accounting *	157,046.00	192,525.38	(35,479.38)
* Data Processing *	305,491.00	233,782.00	71,709.00
* Electoral Board *	25,096.00	17,113.35	7,982.65
* Registrar *	97,937.00	88,056.96	9,880.04
* Circuit Court *	14,800.00	11,476.78	3,323.22
* General District Court *	7,630.00	5,731.91	1,898.09
* Magistrate *	1,125.00		1,125.00
* Clerk of Circuit Court *	224,407.00	250,539.22	(26,132.22)
* Law Library *	1,200.00	360.31	839.69
* Victim and Witness Assistance *	69,370.00	20,588.61	48,781.39
* Commonwealth's Attorney *	221,898.00	216,174.94	5,723.06
* Sheriff *	1,661,393.00	1,624,167.75	37,225.25
* School Resource Officer *	66,404.00	96,021.91	(29,617.91)
* E911 *	25,200.00	7,064.21	18,135.79
Cumberland Vol.FIRE DEPT	44,500.00	55,701.67	(11,201.67)
Cartersville Volun.	39,500.00	50,701.67	(11,201.67)
Prince Edward Vol. Rescue Squad	10,000.00	10,000.00	
Randolph Fire Dept.	39,500.00	85,494.67	(45,994.67)
Cartersville Vol. Rescue Squad	37,970.00	37,970.00	
Chesterfield Med-Flight Program	400.00	400.00	
* Forestry Service *	8,705.00		8,705.00
* CUMBERLAND FIRE & EMS *	480,030.00	598,182.08	(118,152.08)
* Probation Office *	550.00	56.00	494.00
* Correction & Detention *	285,000.00	322,653.21	(37,653.21)
* Building Inspections *	142,981.00	138,292.71	4,688.29
* Animal Control *	125,800.00	107,897.37	17,902.63
* Medical Examiner *	200.00	80.00	120.00
* Refuse Disposal *	924,674.00	915,629.52	9,044.48
* General Properties *	753,626.00	792,761.96	(39,135.96)
* Supplement of Local Health Dept *	92,417.00	79,615.10	12,801.90
Piedmont Senior Resources	5,000.00	5,000.00	
* Chapter 10 Board - Crossroads *	34,000.00	34,000.00	
* CSA Management *	33,381.00	34,478.26	(1,097.26)
* Community Colleges *	8,000.00	17,611.31	(9,611.31)
* Recreation *	63,827.00	65,039.90	(1,212.90)

** GENERAL FUND REVENUES**

Monthly Financial Report To Council For July 2019

	Estimated 2018/2019 Budget to Date -----	Actual 2018/2019 Budget to Date -----	(Over) or Under Budget to Date -----
Expenditures			
* Local Library *	115,450.00	115,450.00	
* Planning Commission *	9,950.00	7,078.90	2,871.10
* Planning/Zoning Dept. *	83,113.00	85,194.72	(2,081.72)
* Community & Economic Developmnt *	19,052.00	11,623.64	7,428.36
* Board of Zoning Appeals *	650.00		650.00
	10,590.00		10,590.00
* Farmville Area Chamber of Commerc	1,500.00	1,500.00	
* Longwood Small Bus. Dev. Ctr. *	3,000.00	3,000.00	
* Southside Violence Prevention *	5,000.00	5,000.00	
Peter Francisco SWD	10,000.00	10,000.00	
* Extension Agents *	53,329.00	51,743.51	1,585.49
	2,500.00	2,500.00	
* NONDEPARTMENTAL *	19,122.00	9,427.18	9,694.82
TRANSFERS	7,703,536.00	5,766,760.62	1,936,775.38
COMMONWEALTH'S ATTORNEY	5,000.00	2,152.11	2,847.89
SHERIFF	50,000.00	1,419.00	48,581.00
HEALTH INSURANCE	2,689,500.00	1,095,166.53	1,594,333.47
DENTAL INSURANCE	115,000.00	51,378.99	63,621.01
PATIENT CENTERED OUTCOME FEE(PCOR)	12,500.00	546.92	11,953.08
* Administration *	1,384,961.00	1,518,628.72	(133,667.72)
	15,125,590.00	15,947,608.85	(822,018.85)
	1,290,402.00	914,232.01	376,169.99
	35,000.00		35,000.00
* Elementary School - Lit Loan *	211,667.00	211,666.67	.33
* COPS97 Loan *		770.00	(770.00)
* High/Middle School - VPSA Loan *		892,500.36	(892,500.36)
* HS/MS-VPSA LOAN #2 *	1,200,590.00	1,201,340.00	(750.00)
PUBLIC FACILITY NOTE 2009	389,067.00	388,159.64	907.36
* AMERESCO *	154,394.00	154,394.00	
* SunTrust Loan-HS/MS *	892,500.00		892,500.00
* Suntrust Loan - Courthouse *	248,579.00	253,924.97	(5,345.97)
	750,000.00	1,232,204.60	(482,204.60)
* SEWER FUND - Enterprise Fund *	272,172.00	290,540.53	(18,368.53)
* WATER FUND - ENTERPRISE FUND *	171,328.00	153,340.35	17,987.65
COMMUNITY CENTER PURCHASE	120,590.00	130,518.53	(9,928.53)
MADISON INDUSTRIAL PARK		750.00	(750.00)
	23,500.00	14,366.68	9,133.32
Total Expenditure	40,226,859.00	37,735,083.83	2,491,775.17
Total Revenues			
Less Total Expenditures		5,506,719.78	(5,506,719.78)

FUND # -100 ** GENERAL FUND REVENUES**

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	1,482,752.32	6,054,475.66	204,475.66	3.49-
1102	* Real/Personal Public Service *	860,000.00	860,000.00	260,457.67	965,852.64	105,852.64	12.30-
1103	* Personal Property Taxes *	1,994,500.00	1,994,500.00	43,562.33	2,122,308.05	127,808.05	6.40-
1104	* Machinery & Tools *	200,000.00	200,000.00	.00	285,219.50	85,219.50	42.60-
1106	* Penalties & Interest *	247,000.00	247,000.00	40,134.27	315,765.75	68,765.75	27.84-
1201	* Local Sales & Use Taxes *	500,000.00	500,000.00	47,040.66	35,612.51	35,612.51	7.12-
1202	* Consumer Utility Taxes *	173,000.00	173,000.00	14,228.95	175,962.56	2,962.56	1.71-
1203	* Business License Taxes *	111,000.00	111,000.00	6,509.89	122,862.90	11,862.90	10.68-
1204	* Franchise License Taxes *	15,000.00	15,000.00	13,889.00	17,133.00	2,133.00	14.22-
1205	* Motor Vehicle License Tax *	230,000.00	230,000.00	7,142.04	242,209.12	12,209.12	5.30-
1207	* Taxes On Recordation & Wills *	68,600.00	68,600.00	10,362.64	94,600.85	26,000.85	37.90-
1301	* Animal Licenses *	8,000.00	8,000.00	88.00	7,535.00	465.00	5.81
1303	* Permits & Other Licenses *	76,600.00	76,600.00	6,048.35	66,166.17	10,433.83	13.62
1401	* Court Fines & Forfeitures *	150,000.00	150,000.00	24,813.90	129,171.95	20,828.05	13.88
1501	* Revenue From Use Of Money *	40,000.00	40,000.00	.00	77,907.26	37,907.26	94.76-
1502	* Revenue From Use Of Property *	15,000.00	15,000.00	13,969.30	17,991.70	2,991.70	19.94-
1601	* Court Costs *	47,060.00	47,060.00	7,680.62	52,277.08	5,217.08	11.08-
1602	* Commonwealth's Attorney Fees *	800.00	800.00	204.91	1,199.08	399.08	49.88-
1604	* Charges For Fire & Rescue Service*	200,000.00	200,000.00	13,238.80	155,757.57	44,242.43	22.12
1608	* Charges Sanitation & Removal *	.00	.00	145.00	750,505.00	750,505.00	100.00-
1612	* REC DEPT - ADULT LEAGUE FEES *	.00	.00	.00	2,100.00	2,100.00	100.00-
1613	* Charges For Parks & Recreation *	16,000.00	16,000.00	980.00	22,484.50	6,484.50	40.52-
1616	* Charges For Planning / Com Dev *	2,500.00	2,500.00	.00	175.00	2,325.00	93.00
1899	* Miscellaneous *	1,704,901.00	1,704,901.00	973.35	1,208,503.75	496,397.25	29.11
2101	* Service Charges *	40,000.00	40,000.00	.00	84,381.58	44,381.58	110.95-
2201	**NON-CATEGORICAL AID**	1,304,535.00	1,304,535.00	26,749.36	1,265,752.72	38,782.28	2.97
2301	* Commonwealth Attorney	170,099.00	170,099.00	14,160.67	167,801.40	2,297.60	1.35
2302	* Sheriff *	582,811.00	582,811.00	50,345.22	599,931.88	17,120.88	2.93-
2303	* Commissioner Of Revenue *	82,444.00	82,444.00	14,143.75	84,503.57	2,059.57	2.49-
2304	* Treasurer *	98,262.00	98,262.00	14,754.25	93,315.25	4,946.75	5.03
2306	* Registrar/Electoral Boards *	42,423.00	42,423.00	35,755.00	35,755.00	6,668.00	15.71
2307	* Clerk Of The Circuit Court *	159,984.00	159,984.00	12,885.32	161,876.71	1,892.71	1.18-
2308	* DMV License Agent *	19,000.00	19,000.00	2,497.99	23,662.22	4,662.22	24.53-
2404	**GRANT FUNDS**	52,000.00	52,000.00	62,479.78	150,584.86	98,584.86	189.58-
3301	**GRANT FUNDS**	23,000.00	23,000.00	.00	75,608.81	52,608.81	228.73-
--FUND TOTAL--						1,082,431.60	7.17-

FUND # -150 * Asset Forfeiture Revenue *

1501	INTEREST-STATE	30.00	30.00	.00	59.01	29.01	96.70-
2402	ASSET FORFEITURE REVENUE (STATE)	25,000.00	25,000.00	.00	5,988.78	19,011.22	76.04
4106	** Carryover Balance **	29,970.00	29,970.00	.00	.00	29,970.00	100.00
--FUND TOTAL--						48,952.21	89.00

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE UNCOLLECTED	%
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FUND #-170 * HEALTH INSURANCE FUND BALANCE *

1902	HEALTH INSURANCE CONTRIBUTIONS	2,680,000.00	2,680,000.00	.00	456,091.69	2,213,908.31	82.60
2000	DENTAL INSURANCE CONTRIBUTIONS	137,000.00	137,000.00	.00	22,784.09	114,215.91	83.36
	--FUND TOTAL--	2,817,000.00	2,817,000.00	.00	488,875.78	2,328,124.22	82.64

FUND #-201 ** SOCIAL SERVICES FUND (REVENUE)**

1899	Miscellaneous Revenue *	.00	.00	5.00	3,492.88	3,492.88-	100.00-
2401	Welfare *	183,131.00	183,131.00	44,600.85	485,869.04	302,738.04-	165.31-
3305	Social Services *	856,100.00	856,100.00	61,924.37	750,078.76	106,021.24	12.38
4105	Fund Transfers *	345,730.00	345,730.00	.00	227,926.93	117,803.07	34.07
	--FUND TOTAL--	1,384,961.00	1,384,961.00	106,530.22	1,467,367.61	82,406.61-	5.95-

FUND #-205 ** SCHOOL FUND (REVENUES) **

1803	Expenditure Refunds *	.00	.00	63,323.29	176,875.09	176,875.09-	100.00-
1899	Miscellaneous Revenue *	145,199.00	145,199.00	.00	125,774.15	19,424.85	13.37
2402	State Education *	9,465,831.00	9,465,831.00	1,085,586.37	9,594,328.63	528,497.63-	5.58-
2403	State Education *	.00	.00	.00	6,095.02	6,095.02-	100.00-
2404	State Education *	.00	.00	14,788.66	64,506.10	64,506.10-	100.00-
3302	Education *	1,609,141.00	1,609,141.00	193,320.50	1,837,831.06	228,690.06-	14.21-
4105	Fund Transfers *	3,905,419.00	3,905,419.00	.00	2,093,782.09	1,811,636.91	46.38
	--FUND TOTAL--	15,125,590.00	15,125,590.00	1,357,018.82	14,299,192.14	826,397.86	5.46

FUND #-207 ** GOVERNOR'S SCHOOL REVENUE **

1501	INTEREST ON BANK DEPOSITS *	.00	.00	.00	6,821.01	6,821.01-	100.00-
1899	MISC REVENUE **	274,987.00	274,987.00	617.68	25,234.89	249,752.11	90.82
1901	LOCAL CONTRIBUTIONS **	420,940.00	420,940.00	96,655.20	447,835.76	26,895.76-	6.38-
2404	STATE FUNDS **	594,475.00	594,475.00	70,870.67	531,530.00	62,945.00	10.58
	--FUND TOTAL--	1,290,402.00	1,290,402.00	168,143.55	1,011,421.66	278,980.34	21.61

FUND #-302 ** CAPITAL PROJECTS FUND REVENUE **

1501	Interest On Bank Deposits *	.00	.00	.00	1,382.38	1,382.38-	100.00-
4105	Fund Transfers *	35,000.00	35,000.00	.00	35,000.00	.00	.00
	--FUND TOTAL--	35,000.00	35,000.00	.00	36,382.38	1,382.38-	3.94-

FUND #-401 * Debt Service Fund Revenues *

4105	Transfers **	3,096,797.00	3,096,797.00	.00	3,089,461.60	7,335.40	.23
	--FUND TOTAL--	3,096,797.00	3,096,797.00	.00	3,089,461.60	7,335.40	.23

REVENUE SUMMARY
7/01/2019 - 7/03/2019

TIME 9:06

BUDGET AMOUNT APPR. AMOUNT CURRENT AMOUNT Y-T-D AMOUNT BALANCE UNCOLLECTED

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE UNCOLLECTED
FUND #-500	**CSA FUND REVENUE**					
1899	*MISCELLANEOUS REVENUE*	.00	.00	.00	8,271.49	100.00-
2404	*REVENUE FROM STATE*	500,000.00	500,000.00	284,579.33	826,323.77	65.26-
4105	*TRANSFERS*	250,000.00	250,000.00	.00	250,000.00	.00
	--FUND TOTAL--	750,000.00	750,000.00	284,579.33	1,084,595.26	44.61-

FUND #-501	**UTILITY FUND REVENUE**					
1501	**INTEREST REVENUE**	5,000.00	5,000.00	.00	.00	100.00
1619	**CHARGES & FEES**	415,000.00	415,000.00	40,874.25	410,657.99	1.04
1620	SEWER LATE PAYMENT PENALTY	7,500.00	7,500.00	524.91	6,054.92	19.26
1630	**ADMIN FEES/CHARGES**	16,000.00	16,000.00	1,455.50	17,757.91	10.98-
1803	MISCELLANEOUS	.00	.00	207.00	2,171.40	100.00-
	--FUND TOTAL--	443,500.00	443,500.00	43,061.66	436,642.22	1.54

FUND #-515	*SEWER RESERVE FUND REVENUE*					
1501	INTEREST SEWER RESERVE	.00	.00	.00	2,854.36	100.00-
	--FUND TOTAL--	.00	.00	.00	2,854.36	100.00-

FUND #-540	*WATER RESERVE FUND REVENUE*					
1501	INTEREST WATER RESERVE	.00	.00	.00	416.45	100.00-
	--FUND TOTAL--	.00	.00	.00	416.45	100.00-

FUND #-545	**WATERLINE EXT DSR REVENUE**					
1200	DSR PAYMENTS (FR UTILITY FUND)	.00	.00	.00	3,540.00	100.00-
1501	INTEREST	.00	.00	.00	9.34	100.00-
	--FUND TOTAL--	.00	.00	.00	3,549.34	100.00-

FUND #-550	IDA RD OES DSR FUND REVENUE					
1200	DSR PAYMENTS	.00	.00	.00	10,224.00	100.00-
	--FUND TOTAL--	.00	.00	.00	10,224.00	100.00-

FUND #-580	* IPR REVENUE *					
1501	INTEREST REVENUE	.00	.00	.00	12.93	100.00-
	--FUND TOTAL--	.00	.00	.00	12.93	100.00-

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE UNCOLLECTED
FUND # -715 ** IDA FUND REVENUE **						
1899	Rent of General Property	50,000.00	50,000.00	5,750.00	47,675.00	4.65
4105	Transfer from General Fund	70,590.00	70,590.00	.00	70,590.00	.00
	--FUND TOTAL--	120,590.00	120,590.00	5,750.00	118,265.00	1.92
FUND # -733 ** SPECIAL WELFARE FUND REVENUE **						
1899	* Miscellaneous Revenue *	20,000.00	20,000.00	1,143.90	16,001.96	19.99
3305	*FEDERAL FUNDS*	3,500.00	3,500.00	.00	.00	100.00
	--FUND TOTAL--	23,500.00	23,500.00	1,143.90	16,001.96	31.90
	--FINAL TOTAL--	40,226,859.00	40,226,859.00	4,194,220.82	38,238,261.08	4.94

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	REMAINING \$
FUND #-100 ** General Fund **								
11010	* Board of Supervisors *	46,117.00	46,117.00	6,005.96	44,064.89	.00	2,052.11	4.44
12100	* County Administrator *	298,724.00	298,724.00	35,071.91	321,225.51	.00	22,501.51	7.53-
12210	* Legal Services *	1,000.00	1,000.00	.00	93,500.80	.00	92,500.80	250.08-
12240	* Independent Auditor *	36,000.00	36,000.00	.00	46,263.57	.00	10,263.57	28.50-
12310	* Commissioner of Revenue *	259,158.00	259,158.00	31,244.40	251,378.28	.00	7,779.72	3.00
12320	* Assessor *	104,000.00	104,000.00	15,984.54	35,730.00	.00	68,270.00	65.64
12410	* Treasurer *	293,670.00	293,670.00	38,549.48	302,863.99	.00	9,193.99	3.13-
12430	* Accounting *	157,046.00	157,046.00	109,893.26	132,525.38	.00	35,479.38	22.59-
12510	* Data Processing *	305,491.00	305,491.00	24,082.78	233,782.00	.00	71,709.00	23.47
13100	* Electoral Board *	25,096.00	25,096.00	17,581.37	17,113.35	.00	7,982.65	31.80
13200	* Registrar *	97,937.00	97,937.00	12,739.25	88,056.96	.00	9,880.04	10.08
21100	* Circuit Court *	14,800.00	14,800.00	180.00	11,476.78	.00	3,323.22	22.45
21200	* General District Court *	7,630.00	7,630.00	30.71	5,731.91	.00	1,898.09	24.87
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	36,813.49	250,539.22	.00	26,132.22	11.64-
21800	* Law Library *	1,200.00	1,200.00	.00	360.31	.00	839.69	69.97
21910	* Victim and Witness Assistance *	69,370.00	69,370.00	1,979.54	20,588.61	.00	48,781.39	70.32
22100	* Commonwealth's Attorney *	221,898.00	221,898.00	27,993.86	216,174.94	.00	5,723.06	2.57
31200	* Sheriff *	1,661,393.00	1,661,393.00	192,909.37	1,624,167.75	.00	37,225.25	2.24
31250	* School Resource Officer *	66,404.00	66,404.00	14,004.11	96,024.91	.00	29,617.91	44.60-
31400	* E911 *	25,200.00	25,200.00	2,273.35	7,064.21	.00	18,135.79	71.96
32221	*Cumberland Vol. FIRE DEPT*	44,500.00	44,500.00	.00	55,701.67	.00	11,201.67	25.17-
32222	*Cartersville Volun.*	39,500.00	39,500.00	.00	50,701.67	.00	11,201.67	28.35-
32302	*Prince Edward Vol. Rescue Squad*	10,000.00	10,000.00	.00	10,000.00	.00	.00	.00
32303	*Randolph Fire Dept.*	39,500.00	39,500.00	34,793.00	85,494.67	.00	45,994.67	116.44-
32304	*Cartersville Vol. Rescue Squad*	37,970.00	37,970.00	.00	37,970.00	.00	.00	.00
32306	*Chesterfield Med-Flight Program*	400.00	400.00	.00	400.00	.00	.00	.00
32400	* Forestry Service *	8,705.00	8,705.00	.00	.00	.00	8,705.00	100.00
32500	* CUMBERLAND FIRE & EMS *	480,030.00	480,030.00	42,389.62	598,182.08	.00	118,152.08	24.61-
33300	* Probation Office *	550.00	550.00	.00	56.00	.00	494.00	89.81
33400	* Correction & Detention *	285,000.00	285,000.00	.00	322,653.21	.00	37,653.21	13.21-
34100	* Building Inspections *	142,981.00	142,981.00	19,383.84	138,292.71	.00	4,688.29	3.27
35100	* Animal Control *	125,800.00	125,800.00	14,156.74	107,897.37	.00	17,902.63	14.23
35300	* Medical Examiner *	200.00	200.00	20.00	80.00	.00	120.00	60.00
42400	* Refuse Disposal *	924,674.00	924,674.00	107,968.05	915,629.52	.00	9,044.48	.97
43200	* General Properties *	753,626.00	753,626.00	94,584.70	732,761.96	.00	39,135.96	5.19-
51200	* Supplement of Local Health Dept *	92,417.00	92,417.00	.00	79,615.10	.00	12,801.90	13.85
51405	*Piedmont Senior Resources*	5,000.00	5,000.00	.00	5,000.00	.00	.00	.00
52500	* Chapter 10 Board - Crossroads *	34,000.00	34,000.00	.00	34,000.00	.00	.00	.00
61230	* CSA Management *	33,381.00	33,381.00	3,638.77	34,478.26	.00	1,097.26	3.28-
68000	* Community Colleges *	8,000.00	8,000.00	.00	17,611.31	.00	9,611.31	120.14-
71500	* Recreation *	63,827.00	63,827.00	6,258.10	65,039.90	.00	1,212.90	1.90-
73100	* Local Library *	115,450.00	115,450.00	.00	115,450.00	.00	.00	.00
81100	* Planning Commission *	9,950.00	9,950.00	400.23	7,078.90	.00	2,871.10	28.85
81110	* Planning/Zoning Dept. *	83,113.00	83,113.00	8,990.98	85,194.72	.00	2,081.72	2.50-
81200	* Community & Economic Developmnt *	19,052.00	19,052.00	5,000.00	11,623.64	.00	7,428.36	38.98
81400	* Board of Zoning Appeals *	650.00	650.00	.00	.00	.00	650.00	100.00

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	.00	1,500.00	.00	.00	.00
81541	* Longwood Small Bus. Dev. Ctr. *	3,000.00	3,000.00	.00	3,000.00	.00	.00	.00
81542	* Southside Violence Prevention *	5,000.00	5,000.00	.00	5,000.00	.00	.00	.00
82401	*Peter Francisco SMD*	10,000.00	10,000.00	.00	10,000.00	.00	.00	.00
83500	* Extension Agents *	53,329.00	53,329.00	12,320.73	51,743.51	.00	1,585.49	2.97
83501	holiday lake 4-h educational center	2,500.00	2,500.00	.00	2,500.00	.00	.00	.00
90000	* NONDEPARTMENTAL *	19,122.00	19,122.00	686.27	9,427.18	.00	9,694.82	50.69
93100	**TRANSFERS**	7,703,536.00	7,703,536.00	.00	5,766,760.62	.00	1,936,775.38	25.14
	--FUND TOTAL--	15,084,519.00	15,084,519.00	671,041.89	13,279,474.37	.00	1,805,044.63	11.96
FUND #-150	* ASSET FORFEITURE FUND *							
22100	COMMONWEALTH'S ATTORNEY	5,000.00	5,000.00	.00	2,152.11	.00	2,847.89	56.95
31200	SHERIFF	50,000.00	50,000.00	.00	1,419.00	.00	48,581.00	97.16
	--FUND TOTAL--	55,000.00	55,000.00	.00	3,571.11	.00	51,428.89	93.50
FUND #-170								
62100	HEALTH INSURANCE	2,689,500.00	2,689,500.00	.00	1,095,166.53	.00	1,594,333.47	59.27
63100	DENTAL INSURANCE	115,000.00	115,000.00	.00	51,378.99	.00	63,621.01	55.32
64100	PATIENT CENTERED OUTCOME FEE (PCOR)	12,500.00	12,500.00	.00	546.92	.00	11,953.08	95.62
	--FUND TOTAL--	2,817,000.00	2,817,000.00	.00	1,147,092.44	.00	1,669,907.56	59.27
FUND #-201	** SOCIAL SERVICES FUND EXPEND **							
53100	* Administration *	1,384,961.00	1,384,961.00	157,791.33	1,518,628.72	.00	133,667.72	9.65
	--FUND TOTAL--	1,384,961.00	1,384,961.00	157,791.33	1,518,628.72	.00	133,667.72	9.65
FUND #-205	** SCHOOL FUND EXPENDITURES **							
61100		15,125,590.00	15,125,590.00	3,005,435.53	15,947,608.85	.00	822,018.85	5.43
	--FUND TOTAL--	15,125,590.00	15,125,590.00	3,005,435.53	15,947,608.85	.00	822,018.85	5.43
FUND #-207	** GOVERNOR'S SCHOOL EXPENSES **							
61100	GOVERNOR'S SCHOOL EXPENDITURES	1,290,402.00	1,290,402.00	73,583.63	914,232.01	.00	376,169.99	29.15
	--FUND TOTAL--	1,290,402.00	1,290,402.00	73,583.63	914,232.01	.00	376,169.99	29.15
FUND #-302	*Capital Projects*							
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 *Debt Service*								
67200	* Elementary School - Lit Loan *	211,667.00	211,667.00	.00	211,666.67	.00	.33	.00
67400	* CORP97 Loan *	.00	.00	.00	770.00	.00	770.00	100.00-
67500	* High/Middle School - VPSA Loan *	.00	.00	.00	892,500.36	.00	892,500.36	100.00-
67600	* HS/MS-VPSA LOAN #2 *	1,200,590.00	1,200,590.00	.00	1,201,340.00	.00	750.00-	.06-
67700	PUBLIC FACILITY NOTE 2009	389,067.00	389,067.00	13,294.04	388,159.64	.00	907.36	.23
67800	* AMERESCO *	154,394.00	154,394.00	.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	.00	253,924.97	.00	5,345.97-	2.15-
	--FUND TOTAL--	3,096,797.00	3,096,797.00	13,294.04	3,102,755.64	.00	5,958.64-	.19-
FUND #--500 **CSA FUND EXPENDITURES**								
53900		750,000.00	750,000.00	2,081.70-	1,232,204.60	.00	482,204.60-	64.29-
	--FUND TOTAL--	750,000.00	750,000.00	2,081.70-	1,232,204.60	.00	482,204.60-	64.29-
FUND #--501 *Water/Sewer*								
94900	* SEWER FUND - Enterprise Fund *	272,172.00	272,172.00	25,018.25	290,540.53	.00	18,368.53-	6.74-
95900	* WATER FUND - ENTERPRISE FUND *	171,328.00	171,328.00	15,204.46	153,340.35	.00	17,987.65	10.49
	--FUND TOTAL--	443,500.00	443,500.00	40,222.71	443,880.88	.00	380.88-	.08-
FUND #--715 ** EDA FUND EXPENDITURES **								
81610	COMMUNITY CENTER PURCHASE	120,590.00	120,590.00	19,218.29	130,518.53	.00	9,928.53-	8.23-
81620	MADISON INDUSTRIAL PARK	.00	.00	.00	750.00	.00	750.00-	100.00-
	--FUND TOTAL--	120,590.00	120,590.00	19,218.29	131,268.53	.00	10,678.53-	8.85-
FUND #--733 ** SPECIAL WELFARE FUND EXPENSES **								
53010		23,500.00	23,500.00	110.00	14,366.68	.00	9,133.32	38.86
	--FUND TOTAL--	23,500.00	23,500.00	110.00	14,366.68	.00	9,133.32	38.86
	--FINAL TOTAL--	40,226,859.00	40,226,859.00	3,978,615.72	37,735,083.83	.00	2,491,775.17	6.19

**Planning Projects Update
May 2019**

Zoning:		
<i>Pending Zoning Questions and Requests</i>		
<i>CUP's and Rezoning Requests</i>		
REZ 19-03 Sunnyside Meadows	202 Timbercreek Farm Dr	The REZ request is from R-2 to A-2.
REZ 19-04 Cumberland Pharmacy	1756 and 1758 Anderson Hwy	The REZ request is from R-2 and A-2 to B-1.
<i>Zoning Compliance Issues-</i> Three cases filed for injunction in the Circuit Court.		
Subdivisions:		
<i>Approved Division</i>		
Plat of Division Survey Being a Portion Owned by Katherine Branch	Giles Road	2 parcel subdivision
Other Regulatory Functions:		
<i>Erosion and Sediment Control Applications</i>		
Henrico County-MEB/Haymes	Cobbs Creek	Clearing and grading for the main project has begun.
Raman Enterprises, Inc	Bear Creek Market	Construction has begun.
Natasha Johnson	Giles Rd	Agreement in Lieu of a Plan for a dwelling.
Henry Beiler	Guinea Rd	Agreement in Lieu of a Plan for a dwelling.
<i>Code Amendment Questions</i>		
Watershed Protection Ordinance	Cobbs Creek Reservoir Watershed	The Henrico County Attorney's office has submitted a draft Ordinance to Cumberland for their review. The Planning Commission held a workshop on the draft on June 12, 2017. They held a second workshop meeting on September 11, 2017. Staff is reviewing a draft prepared by the consultant.
Definitions	Countywide	An update should happen as part of mixed use district. The first draft was completed as part of the initial review of the Ordinance for the mixed use district. Deferred by the Planning Commission until completion of CCR Plan Amendment.
Business uses	Countywide	All business uses should be inclusive as the Ordinance moves from a less intensive to a more intensive business zone. For instance, all uses in the B-3 should be included in B-2, and so on. Deferred by the Planning Commission until completion of CCR Plan Amendment.
Overlay district standards	Anderson Highway between 45 and 45	Standards to require improved appearance in mixed use district around the Courthouse. Deferred by the Planning Commission until completion of CCR Plan Amendment.
Mixed Use Zoning District	Cumberland Road and Anderson Highway	Combine uses in B-3 and R-2 for a mixed use district. Deferred by the Planning Commission until completion of CCR Plan Amendment.



MEMO

Date: June 28, 2019

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

From: JP Duncan, Planning Director

Re: **REZ 19-05 Family Subdivisions**

Recommendation:

Set a public hearing for August 13, 2019 to hear CA 19-05 Family Subdivisions.

Sec. 54-57. - Family subdivision.

~~When a subdivider proposes a family subdivision, such proposal shall be subject to the following~~Each family subdivision will be subject to the following requirements:

~~A) A)~~ Permitted for immediate family. A family subdivision ~~shall will~~ permit a single division of a lot or parcel for the purpose of sale or gift to a member of the immediate family. Only one such division will be allowed per family member.

For the purpose of this section, a member of the immediate family is defined as:

- ~~1) a~~ 1) Any person who is a natural or legally defined offspring;
- ~~2) s~~ 2) Stepchild;
- ~~3) s~~ 3) Spouse;
- ~~4) s~~ 4) Sibling;
- ~~5) g~~ 5) Grandchild;
- ~~6) g~~ 6) Grandparent; or
- ~~7) parent~~ Parent of the owner. Only one such division shall be allowed per family member.

B) Holding periods. A family subdivision may be permitted if:

- ~~1)(i) T~~ 1) The property has been owned for at least ~~two (2)~~ two (52) consecutive years by the current owner or member of the immediate family; ~~and~~
- ~~2)(ii) T~~ 2) The property owner ~~agrees to places, in the deed,~~ a restrictive covenant on the subdivided property that would prohibit the transfer of the property to a nonmember of the immediate family for a period of ~~at least ten (105)~~ at least ten (105) years.

C) To not circumvent. The family subdivision is not sought for the purpose of circumventing the requirements of this chapter applicable to subdivisions.

D) Right-of-way. In lieu of the road standards set forth in this chapter, lots in a family subdivision ~~shall must~~ provide for a reasonable access easement for ordinary passenger and emergency vehicles of not less than twenty (20) feet in width providing ingress and egress to a public road. If a family subdivision is proposed on an existing private road, the subdivider ~~shall must~~ demonstrate that the width of the right-of-way from the proposed lot(s) to the public road is no smaller than twenty (20) feet.

E) Modification to restrictive covenant. The agent may permit modification to the restrictive covenant upon demonstration of a "compelling change of circumstance." A "compelling change of circumstance" shall include, but shall not necessarily be limited to:

- 1) Sale by or at the request of a bona fide creditor pursuant to a deed of trust, action of trustee in bankruptcy or the order of a court of competent jurisdiction; and
- 2) Death or severe physical or mental disability of the property owner.

3) The parcel becomes compliant with all requirements in Chapter 54 of the Cumberland County Code.

Modification of the restrictive covenant shall be reflected in an executed and notarized written document, approved by the agent, reflecting such modification and shall be recorded ~~in accordance with Code of Virginia § 17.1-227~~among the land records in the Cumberland County Circuit Court Clerk's Office.

(Res. No. 10-01, § c, 6-14-2011, eff. 8-1-2011)

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MEMO

Date: June 28, 2019
To: Cumberland County Board of Supervisors
Vivian Seay Giles, County Administrator/Attorney
From: JP Duncan, Planning Director
Re: **REZ 19-03 Sunny Side Meadows**

Recommendation:

This REZ request is from R-2 to A-2. The current use is agricultural and residential. Set a public hearing for August 13, 2019.

General Information:

Applicant: Multiple Applicants

Requested Action: To grant a REZ request from R-2 to A-2

Location: These properties are located at 1014 Old Buckingham Road and 9, 27, 91, and 113 Brook Hill Road, election district 2

Lot Size: 84.72 acres total

Existing Land Use: Agricultural/Residential

Comprehensive Plan Growth Area: Not in a growth area

Staff Recommendation: Approval



MEMO

Date: June 28, 2019
To: Cumberland County Board of Supervisors
Vivian Seay Giles, County Administrator/Attorney
From: JP Duncan, Planning Director
Re: **REZ 19-04 Cumberland Pharmacy**

Recommendation:

This REZ request is from A-2 and R-2 to B-1. The current use is a drugstore and medical facility. Set a public hearing for August 13, 2019.

General Information:

Applicant: Cumberland County

Requested Action: To grant a REZ request from A-2 and R-2 to B-1

Location: These properties are located at 1756 and 1758 Anderson Highway, election district 3, and are described by tax map parcel 65A2-A-22

Lot Size: 4.28 acres

Existing Land Use: Drugstore and Medical Facility

Comprehensive Plan Growth Area: High Intensity Growth Area

Staff Recommendation: Approval



MEMO

Date: June 28, 2019

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

From: JP Duncan, Planning Director

Re: **Vote on Cutting Grass**

Cumberland County Code Sec. 46-2. Removal of trash, garbage; cutting of grass, weeds, (c) states “The owners of vacant developed or undeveloped property in Cumberland County, Virginia, including such property upon which buildings or other improvements are located, shall cut the grass, weeds and other foreign growth on such property or any part thereof, upon five days written notice from the county. Whenever the board of supervisors deems it necessary, after reasonable notice of at least five days to any property owner, the county may have such grass, weeds or other foreign growth cut by its agents or employees, in which event the cost and expenses thereof shall be chargeable to and paid by the owner of such property and may be collected by the locality as taxes are collected.”

Pursuant to this section of Cumberland County Code, I request the Board hold a vote whether to cut the grass at 35 Fletcher Drive. There have been multiple complaints against this property. A site visit was conducted on May 21, 2019. It was apparent the grass had not been cut for several months, which is a clear violation of Cumberland County Code. Attempt to mail a letter of violation on May 28, 2019 failed due to the post office’s inability to forward the letter. Contact was made with the property owner, on June 28, 2019, who then said they would have the grass cut.





MEMO

Date: June 28, 2019
To: Cumberland County Board of Supervisors
Vivian Seay Giles, County Administrator/Attorney
From: JP Duncan, Planning Director
Re: **Vote on Allowing Conservation Easement**

Request

Larry Atkins, owner of Sterling Investments, LLC, requests that certain real property located on Plank Road in Cumberland County, containing approximately 191 acres, be removed from the High Intensity Growth Area in the Cumberland County Comprehensive Plan in order that a conservation easement may be established on the property in accordance with Va. Code § 10.1-1010.

Information

Sterling Investments, LLC owns approximately 201 acres on Plank Road in Cumberland County, identified as tax map numbers 109-A-1, 109-A-3, 109-A-4, 103-A-15-A, and 110AVA-1. Located on a portion of the property is a residence with accessory buildings. The owner would like to subdivide the property to create a 10-acre parcel to include the said residence and accessory structures. The owner would like to establish a conservation easement on the balance of the property, approximately 191 acres. However, because the property is located in a High Intensity Growth Area in the Cumberland County Comprehensive Plan, the establishment of a conservation easement is not possible. Va. Code § 10.1-1010 provides, in pertinent part, that “[n]o conservation easement shall be valid and enforceable unless the limitations or obligations created thereby conform in all respects to the comprehensive plan at the time the easement is granted for the area in which the real property is located.”

The Board of Supervisors may direct the Planning Commission to amend the Comprehensive Plan in order to remove the Sterling Investments, LLC real property from the High Intensity Growth Area in the Cumberland County Comprehensive Plan.

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, (1) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in closed meeting to which this certification 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 meeting 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; and (iii) no action was taken in closed meeting.

Collection Rates - As of June 30, 2019

Real Estate:

	Current Collection %	Prior Year %	Change
Tax Year - 2017	96.85%	96.90%	-0.05%
Tax Year - 2018	95.33%	95.16%	+0.17%

Personal Property:

	Current Collection %	Prior Year %	Change
Tax Year - 2017	97.84%	97.55%	+ 0.29%
Tax Year - 2018	94.24%	93.20%	+1.04%

Treasurer's Office
Outstanding Collections Report

June 30, 2019

Real Estate

	<u>As of 05/31/19</u>	<u>As of 06/30/19</u>	<u>Change</u>	<u>% Collected</u>	<u>Abatements/ Exonerations</u>
2001-2007	\$ 9,750.16	\$ 9,738.36	\$ 11.80	0.12%	
2008	4,519.14	4,495.54	\$ 23.60	0.52%	
2009	6,101.69	6,078.07	23.62	0.39%	
2010	12,349.63	11,354.24	995.39	8.06%	
2011	21,081.54	18,164.42	2,917.12	13.84%	
2012	33,599.87	30,594.75	3,005.12	8.94%	
2013	63,552.62	59,183.92	4,368.70	6.87%	
2014	85,435.68	79,777.92	5,657.76	6.62%	
2015	102,272.36	95,397.89	6,874.47	6.72%	
2016	137,595.06	128,295.68	9,299.38	6.76%	
2017	194,512.09	185,906.80	8,605.29	4.42%	
2018	290,641.59	276,912.28	14,410.87	4.96%	
Total	\$ 961,411.43	\$ 905,899.87	\$ 56,193.12		

Personal Property

	<u>As of 05/31/19</u>	<u>As of 06/30/19</u>	<u>Change</u>	<u>% Collected</u>	<u>Abatements/ Exonerations</u>
2014	27,298.48	27,131.96	166.52	0.61%	
2015	32,075.20	31,361.17	855.07	2.66%	384.80
2016	46,492.29	44,513.09	2,299.14	4.94%	753.15
2017	70,911.42	68,614.38	3,175.92	4.48%	691.11
2018	222,014.84	189,805.34	33,517.20	15.10%	89.38
Total	\$ 398,792.23	\$ 361,425.94	\$ 40,013.85		

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
100-0000	* TREASURER'S ACCOUNTABILITY *				
	ASSETS				
100-0105	CASH IN OFFICE	1,000.00			1,000.00
100-0115	C&F BANK - CHECKING	642,795.72	4,178,579.86	4,196,375.58	625,000.00
100-0120	C&F BANK - INVESTMENT ACCT		492,982.00		492,982.00
100-0121	C&F BANK - SAVINGS ACCT	31,059.97	21,360.15		52,420.12
100-0122	ESSEX BANK-IPR ACCOUNT	14,086.39	1.12		14,087.51
100-0124	ESSEX BANK - CD				
100-0125	C&F BANK-FAF (JUSTICE)	9,657.13			9,657.13
100-0131	FIRST BANK	702,083.57	1,557.60		703,641.17
100-0135	VIRGINIA INVESTMENT POOL	1,023,537.43	202,272.10		1,225,809.53
100-0137	LOCAL GOV INVESTMENT POOL	937,408.54	502,294.87		1,439,703.41
100-0141	FIRST BANK/SEWER RESERVE	129,272.52	286.80		129,559.32
100-0142	FIRST BANK/WATER RESERVE	18,860.96	41.84		18,902.80
100-0143	C&F BANK/ASSET FORFEITURE (SAF)	73,684.65			73,684.65
100-0144	VA INVESTMENT POOL-IDA-OES DSR	94,132.88			94,132.88
100-0145	C&F BANK-GOVERNOR'S SCHOOL FUND	602,932.14	151,443.94	96,399.07	657,977.01
100-0146	ESSEX BANK-WATERLINE EXT DSR ACCT	17,733.91	50.00		17,733.91
100-0155	RETURNED CHECKS	50.00			50.00
100-0160	E&S CONTROL BOND ESCROW-ESSEX BANK				
	ASSETS	4,298,295.81	5,550,820.28	4,292,774.65	5,556,341.44
	TOTAL ASSETS	4,298,295.81	5,550,820.28	4,292,774.65	5,556,341.44

300-0000	**REVENUE FUND BALANCES**				
300-0100	GENERAL FUND BALANCE	4,530,294.97	854,567.10	2,445,102.63	6,120,830.50
300-0120	ECONOMIC DEVELOPMENT FUND	38,871.00			38,871.00
300-0150	ASSET FORFEITURE FUND BALANCE	81,189.67	1,419.00		79,770.67
300-0170	HEALTH INSURANCE FUND BALANCE	1,299,470.53			1,299,470.53
300-0201	SOCIAL SERVICES FUND BALANCE		178,188.65		
300-0204	SCHOOL CONTINGENCY FUND				
300-0205	SCHOOL FUND BALANCE	1,330,441.58	96,399.07		657,977.01
300-0207	GOVERNOR'S SCHOOL FUND (GSSV)	102,535.23			102,709.40
300-0302	CAPITAL PROJECTS FUND BALANCE				
300-0401	DEBT SERVICE FUND	36,757.33	13,294.04		434,270.37
300-0500	COMPREHENSIVE SERVICES ACT	47,051.24	797,590.26	400,077.22	38,004.72
300-0501	UTILITY FUND (WATER/SEWER)	129,272.52	28,064.66	37,111.18	129,559.32
300-0515	SEWER RESERVE FUND (DSR)	18,860.96		286.80	18,902.80
300-0540	WATER RESERVE FUND	17,733.91		41.84	17,733.91
300-0545	WATERLINE EXT DSR FUND	94,132.88			94,132.88
300-0550	IDA OES RD DSR FUND	14,086.39			14,087.51
300-0580	IPR FUND BALANCE	5,256.39	9,141.63		464.76
300-0715	IDA FUND BALANCE	14,326.31	950.54	1,094.90	14,470.67
300-0733	SPECIAL WELFARE FUND BALANCE	4,266,213.27	3,310,056.53	4,561,608.07	5,517,764.81
	REVENUE FUND BALANCES	4,266,213.27	3,310,056.53	4,561,608.07	5,517,764.81
	TOTAL PRIOR YR FUND BALANCE	4,266,213.27	3,310,056.53	4,561,608.07	5,517,764.81

TOTAL REVENUE	4,266,213.27
TOTAL EXPENDITURE	3,310,056.53
TOTAL CURRENT FUND BALANCE	4,561,608.07
TOTAL LIABILITIES AND FUND BALANCE	5,517,764.81

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
OTHER FUND BALANCES					
400-0000	OVERPAYMENTS	11.61-	3,304.99	3,374.51-	81.13-
400-0105	PREPAID TAXES	31,933.68-	865.77	7,290.34-	38,358.25-
400-0110	COMMONWEALTH DEBIT ACCOUNT	90.00-	5,012.60	5,012.60-	90.00-
400-0140	COMMONWEALTH CREDIT ACCOUNT				
400-0150	COMMONWEALTH CREDIT ACCOUNT				
400-0160	EROSION & SED CONTROL BOND ESCROW	47.25-	9,183.36	15,677.45-	47.25-
400-0210	COMMONWEALTH FUNDS PAID IN ERROR	32,082.54-	9,183.36	15,677.45-	38,576.63-
400-0216	ATTORNEY FEES	32,082.54-	9,183.36	15,677.45-	38,576.63-
OTHER FUND BALANCES					
UNCOLLECTED TAXES					
500-0000	PUBLIC SERVICE CORP. TAXES PP/RE	951,746.26	361.24	219,683.43-	732,062.83
500-0010	UNCOLLECTED 2019 REAL ESTATE TAX	5,935,675.61	681.56	1,430,178.19-	4,505,858.66
500-0074	UNCOLLECTED 2018 REAL ESTATE TAX	301,377.67		10,736.08-	291,323.15
500-0075	UNCOLLECTED 2017 REAL ESTATE TAX	199,837.97		5,325.88-	194,512.09
500-0076	UNCOLLECTED 2016 REAL ESTATE TAX	139,313.03		1,717.97-	137,595.06
500-0077	UNCOLLECTED 2015 REAL ESTATE TAX	103,670.53		1,398.17-	102,272.36
500-0078	UNCOLLECTED 2014 REAL ESTATE TAX	85,688.68		253.00-	85,435.68
500-0079	UNCOLLECTED 2013 REAL ESTATE TAXES	64,658.72		1,106.10-	63,552.62
500-0080	UNCOLLECTED 2012 REAL ESTATE TAXES	34,072.87		473.00-	33,599.87
500-0081	UNCOLLECTED 2011 REAL ESTATE TAXES	21,487.81		406.27-	21,081.54
500-0082	UNCOLLECTED 2010 REAL ESTATE TAXES	12,425.32		75.69-	12,349.63
500-0083	UNCOLLECTED 2009 REAL ESTATE TAXES	6,127.53		25.84-	6,101.69
500-0084	UNCOLLECTED 2008 REAL ESTATE TAXES	4,544.98		25.84-	4,519.14
500-0085	UNCOLLECTED 2007/2001 REAL ESTATE	9,750.16			9,750.16
500-0150	2013 VEHICLE LICENSE TAX	5,734.39		29.29-	5,705.10
500-0157	2014 VEHICLE LICENSE TAX	7,359.51		109.44-	7,250.07
500-0158	2015 VEHICLE LICENSE TAX	11,540.40	46.00	502.05-	11,084.35
500-0159	2016 VEHICLE LICENSE TAX	15,434.35	46.00	1,075.00-	14,405.35
500-0160	2017 VEHICLE LICENSE TAX	49,301.93	69.00	8,663.02-	40,707.91
500-0161	2018 VEHICLE LICENSE TAX	27,371.99		73.51-	27,298.48
500-0162	UNCOLL. 2013 PERSONAL PROPERTY TAX	32,537.69	141.04	462.49-	32,216.24
500-0176	UNCOLL. 2014 PERSONAL PROPERTY TAX	48,660.20	319.94	2,167.91-	46,812.23
500-0177	UNCOLL. 2015 PERSONAL PROPERTY TAX	76,782.13	949.37	5,941.20-	71,790.30
500-0178	UNCOLL. 2016 PERSONAL PROPERTY TAX	270,553.68	3,223.67	50,454.81-	223,322.54
500-0179	UNCOLL. 2017 PERSONAL PROPERTY TAX	8,415,653.41-	1,740,813.69	5,767.33-	6,680,607.05-
500-0180	UNCOLL. 2018 PERSONAL PROPERTY TAX	3,042.32			3,042.32
500-0181	RESERVE UNCOLLECTED COUNTY TAXES	3,042.32			3,042.32
500-0200	UNCOLL MISC FEES	14,069.30	9,448.45	11,294.19-	12,223.56
500-0400	RESERVE-MISC FEES	14,069.30	9,448.45	11,294.19	12,223.56
500-0800	UNCOLLECTED WATER CHARGES	14,069.30	23,808.72	25,770.55-	20,346.06
500-0810	RESERVE UNCOLLECTED WATER CHARGES	22,307.89	25,770.55	23,808.72-	20,346.06-
500-0900	UNCOLLECTED SEWER CHARGES	22,307.89	25,770.55	23,808.72-	20,346.06-
500-0910	RESERVE UNCOLLECTED SEWER CHARGES	22,307.89	25,770.55	23,808.72-	20,346.06-
500-1013	UNCOLLECTED 2013 ROLLBACK TAX		266.71	55.04-	211.67
500-1014	UNCOLLECTED 2014 ROLLBACK TAX				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
500-1015	UNCOLLECTED 2015 ROLLBACK TAX		248.42	51.26-	197.16
500-1016	UNCOLLECTED 2016 ROLLBACK TAX		242.59	50.06-	192.53
500-1017	UNCOLLECTED 2017 ROLLBACK TAX		223.30	46.08-	177.22
500-1018	UNCOLLECTED 2018 ROLLBACK TAX	47.58	204.03	42.10-	209.51
500-1019	UNCOLLECTED 2019 ROLLBACK TAX		192.78	39.78-	153.00
500-1099	RESERVE-UNCOLLECTED ROLLBACK TAXES	47.58-	284.32	1,377.83-	1,141.09-
	UNCOLLECTED TAXES		1,818,635.57	1,818,635.57-	
510-2013	COMMONWEALTH REIMB-PPTRA				
510-2014	COMMONWEALTH REIMB-2013	871,665.19			871,665.19
510-2015	COMMONWEALTH REIMB-2014	871,480.00			871,480.00
510-2016	COMMONWEALTH REIMB-2015	867,622.75		145.65-	867,477.10
510-2017	COMMONWEALTH REIMB-2016	871,218.32		144.49-	871,073.83
510-2018	COMMONWEALTH REIMB-2017	876,910.09		241.16-	876,668.93
510-2019	COMMONWEALTH REIMB-2018	872,040.15	145.93	534.78-	871,651.30
510-9999	ESTIMATED COMMONWEALTH RESERVE	5,230,936.50-	1,066.08	145.93-	5,230,016.35-
	COMMONWEALTH REIMB-PPTRA		1,212.01	1,212.01-	
			1,819,847.58	1,819,847.58-	
600-0000	**STATE ACCOUNTS**				
600-0173	UNCOLL. STATE INCOME TAX-2018				
600-0174	UNCOLL. STATE INCOME TAX-2017				
600-0185	ESTIMATED STATE INCOME TAX-2019	1,000.00-	3,005.00	4,058.00-	2,053.00-
600-0186	ESTIMATED STATE INCOME TAX-2018				
600-0190	RESERVE UNCOLLECTED STATE TAXES	1,000.00	4,058.00	3,005.00-	2,053.00
	STATE ACCOUNTS		7,063.00	7,063.00-	
700-0000	**DEBT FUNDS**				
700-0221	LITERARY LOAN - ELEMENTARY SCHOOL	1,333,333.26			1,333,333.26
700-0223	VPSA-HS/MS LOAN #2	14,295,000.00			14,295,000.00
700-0226	SEWER LOAN - FARMERS HOME ADM	1,230,067.79			1,230,067.79
700-0227	WATERLINE EXT LOAN-USDA	869,005.66			869,005.66
700-0231	COURTHOUSE LOAN-SUNTRUST	952,000.00			952,000.00
700-0236	PUBLIC FACILITIES NOTE-2009	3,295,000.00			3,295,000.00
700-0237	VPSA-HS/MS LOAN #1	5,953,268.00			5,953,268.00
700-0239	IDA RD LOAN-OES PROPERTY	1,808,781.68			1,808,781.68
700-0240	AMERESCO LOAN	640,617.00			640,617.00
700-0250	RESERVE DEBT FUND	30,377,073.39-			30,377,073.39-
	DEBT FUNDS		7,063.00	7,063.00-	

Transactions for DMV Select

June 2019

	# Transactions	Total \$	# Helped	# Transactions	Total \$	# Helped
1				17	\$1,279.85	9
2				18	\$927.21	14
3	53	\$3,289.67	4	19	\$530.38	8
4	44	\$1,458.33	4	20	\$1,213.65	11
5	25	\$1,464.50	3	21	\$1,492.55	19
6	23	\$777.04	7	22		
7	50	\$2,714.24	11	23		
8				24	\$1,679.66	13
9				25	\$1,771.67	7
10	46	\$2,110.19	10	26	\$2,604.55	9
11	32	\$1,632.15	4	27	\$2,016.50	6
12	23	\$1,115.17	11	28	\$6,257.60	7
13	42	\$2,110.63	5	29		
14	62	\$5,009.07	10	30		
15				31		
16					\$41,454.61	172
				786		

CUMBERLAND COUNTY

**BUILDING INSPECTIONS
DEPARTMENT**



**JUNE
2019**

**MONTHLY
REPORT**

COUNTY of CUMBERLAND VIRGINIA

FOUNDED • 1749

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June	Current Month 2018	YTD 2018	Current Month 2019	YTD 2019
Singlewides	1	6	0	2
Doublewides	0	8	1	5
Modular	1	2	1	3
New Homes	2	15	3	17
Ag & Exempt	0	1	1	1
Garages & Carports	2	18	2	15
Additions & Remodels	3	16	2	16
Misc	20	108	26	135
Commercial	1	19	2	16
Totals	31	193	38	211
Total Fees Collected	\$3,833.88	\$43,381.79	\$4,787.79	\$28,269.85
E-911 Fees Collected	\$36.00	\$264.00	\$36.00	\$276.00
Total Estimated Value	\$808,672.00	\$9,173,432.00	\$965,622.00	\$7,206,827.00
Admin. Fees	\$0.00	\$55.00	\$0.00	\$70.00
CO's Issued	2	22	1	13



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**MINUTES OF THE CUMBERLAND COUNTY
PLANNING COMMISSION
Workshop Meeting
Cumberland County Community Center, Rm. C-8
Monday, May 20, 2019
6:30 p.m.**

PRESENT: Bill Burger, District 3, Chairman
Randy Bryant, District 1, Vice-Chairman
Stephen Donahue, District 2
Hubert Allen, District 4
Roland Gilliam, District 5
William Flippen, At-Large

ALSO PRESENT: JP Duncan, Planning Director
Vivian Giles, County Administrator/Attorney

ABSENT: Leo Henderson, At-Large

CALL TO ORDER AND ROLL CALL

Chairman Burger called the Planning Commission's workshop meeting of Monday, May 20, 2019 to order at 6:30 p.m. and a quorum was established.

APPROVAL OF AGENDA

MOTION:

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

APPROVAL OF MINUTES

MOTION:

Commissioner Bryant made a motion to approve the Planning Commission minutes for 4/22/2019. Commissioner Donahue seconded the motion. The motion carried unanimously with a vote of 6-0.

PUBLIC HEARING: REZ 19-04 CUMBERLAND PHARMACY

Mr. JP Duncan provided an overview of REZ 19-04 which would grant a rezoning from R-2 and A-2 to B-3 for the drugstore/medical facility. The owner is requesting a larger sign be placed on the property which would require the rezoning. Mr. Duncan suggested changing the rezoning from a B-3 to a B-1 as B-1 specifically includes health clinics and medical facilities. B-1 also broadly encompasses B-2 and B-3.

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

