For questions or information, please contact info@cumberlandcounty.virginia.gov or call 804/492-3800.

# CUMBERLAND COUNTY
# BOARD OF SUPERVISORS

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

## February 11, 2020
## Regular Meeting – 6:00 p.m.

**6:00 p.m. -**

**1. Call to order**

**2. Roll Call of Members**

**3. Adjourn into Closed Meeting –** (pg. 1) **Motion**

Pursuant to VA. Code § 2.2-3711.A.5: Discussion concerning a prospective business where no previous announcement has been made;
Subject: Development and occupancy of the Cumberland Business Park

**4. Reconvene in Open Meeting** (pg. 2) **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, (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 in closed meeting."

**7:00 p.m. -**

**5. Welcome and Pledge of Allegiance**

**6. Approval of Agenda** **Motion**

**7. Action on Closed Session Items** **Motion**

**8. State and Local Departments/Agencies/Community Service Providers**
- a. Dr. Amy Griffin, Superintendent of Cumberland County Public Schools **Information**
- b. VDOT **Information**
- c. Mrs. Lisa Davis, Director, Cumberland County Public Library **Information**

**9. Public Hearing Notices/Set Public Hearings**
- a. Set a public hearing for VDOT Secondary Six Year Plan for March 10, 2020 (pg. 3) **Motion**

**10. Public Hearings**

a. Lease of County property located at 47 Community Center Drive with the Cumberland Clothes Closet (pg. 4-22) **Motion**

b. Lease of County property located at 63 Community Center Drive with James River Therapeutic Services (pg. 24-42) **Motion**

c. Lease of County property located at 139 Community Center Drive with Bear Creek Academy (pg. 43-62) **Motion**

d. Lease of County property located at 51 Community Center Drive with the Cumberland Christmas Mother (pg. 63) **Motion**

e. CUP 20-01 Calvary Battlefield Estates (pg. 64-73) **Motion**

**11. County Administrator's Report**

a. Consent agenda **Motion**

i. Approval of bills

ii. Approval of Minutes (January 13, 2020, and January 14, 2020) (pg. 75-106)

b. Appointments to the South-Central Workforce Development Board (pg. 107) **Motion**

c. Appointment to STEPS (pg. 108) **Motion**

d. Appointments to Piedmont Senior Resources (pg. 109) **Motion**

e. Appointment to the Cumberland Library Board of Trustees (pg. 110) **Motion**

f. Appointment to Piedmont Court Services (pg. 111) **Motion**

**12. Finance Director's Report**

a. Monthly Budget Report (pg. 112-120) **Information**

**13. Planning Director's Report**

**14. County Attorney's Report**

**15. Old Business**

**16. New Business**

**17. Public Comments**

**18. Board Members Comments**

**19. Additional Information –** (pg. 121-124)

a. Treasurer's Report

b. DMV Report

c. 2019 Annual Business License Report

d. Monthly Building Inspections Report-N/A

e. Approved Planning Commission meeting minutes – N/A

f. Approved EDA minutes – N/A

**20. Adjourn – Budget Workshop – February 19, 2020.**

Mr./Mrs. 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. Stanley –
Mr. Tavernier –
Mrs. Tyree –
Mr. Brooks –
Mr. Saunders –

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.

# Public Hearing Notice
# Cumberland County Board of Supervisors

The Virginia Department of Transportation and the Board of Supervisors of Cumberland County, in accordance with § 33.2-331 of the Code of Virginia, will conduct a joint public hearing in the Circuit Courtroom of The Cumberland County Courthouse, at 17 Courthouse Circle, Cumberland, Virginia 23040 at 6:00 p.m., on Tuesday, March 10, 2020, or as soon thereafter as may be heard. The purpose of this public hearing is to receive public comment on the proposed Secondary Six-Year Plan for Fiscal Years 2020 through 2025 in Cumberland County and on the Secondary System Construction Budget for Fiscal Year 2020. Copies of the proposed Plan and Budget may be reviewed at the Lynchburg District Office of the Virginia Department of Transportation, located at 4219 Campbell Ave., Lynchburg, Va., 24501 or at the Cumberland County Administration office located at 1 Courthouse Circle, Cumberland, Virginia 23040.

All projects in the Secondary Six-Year Plan that are eligible for federal funds will be included in the Statewide Transportation Improvement Program (STIP), which documents how Virginia will obligate federal transportation funds. Persons requiring special assistance to attend and participate in this hearing should contact the Cumberland County Administrator's office at 804/492-3625.

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TO: Farmville Herald

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| Advertise on the following dates: | February 28, 2020 and March 6, 2020 |
| Authorized by: | Cumberland County Administrator's Office |
| Bill to: | Cumberland County Board of Supervisors<br>PO Box 110, Cumberland, VA, 23040 |

Stephany S. Johnson
Deputy Clerk to the Board
Cumberland County, Virginia 23040
Email: sjohnson@cumberlandcounty.virginia.gov
Phone: (804) 492-3625 Fax: (804)492-9224

**CUMBERLAND COUNTY BOARD OF SUPERVISORS**
**PUBLIC HEARING**

The Cumberland County Board of Supervisors will meet on Tuesday, February 11, 2020, at 6:00 p.m., or as soon thereafter as may be heard, in the Circuit Courtroom of Cumberland County in Cumberland, Virginia, to conduct public hearings pursuant to Virginia Code Section 15.2-1800, which such hearings may be continued or adjourned, as required under applicable law, and to consider the following items and taking actions in furtherance thereof:

> **Lease of County property located at 47 Community Center Drive:** To consider approval of a lease of county property located at 47 Community Center Drive to the Cumberland Clothes Closet.
>
> **Lease of County property located at 63 Community Center Drive:** To consider approval of a lease of county property located at 63 Community Center Drive to James River Therapeutic Services.
>
> **Lease of County property located at 139 Community Center Drive:** To consider approval of a lease of county property located at 139 Community Center Drive to Bear Creek Academy.
>
> **Lease of County property located at 51 Community Center Drive:** To consider approval of a lease of county property located at 51 Community Center Drive to the Cumberland Christmas Mother.

Copies of the complete text of the proposed Lease is available for public review at the office of the Cumberland County Administrator, Administration Building, 1 Courthouse Circle, Cumberland, Virginia between 8:30 am and 4:30 pm of each business day. The public is invited to attend this hearing at which persons affected may appear and present their views. Questions or comments may be directed to the County Administrator's Office at (804) 492-3625. Persons with disabilities are urged to contact the County Administrator's Office at (804) 492-3625 at least five (5) days prior to the meeting to arrange for any necessary accommodations.

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TO: Farmville Herald

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|---|---|
| Advertise on the following dates: | January 24, 2020 and January 31, 2020 |
| Authorized by: | Cumberland County Administrator's Office |
| Bill to: | Cumberland County Board of Supervisors<br>PO Box 110, Cumberland, VA, 23040 |

Stephany S. Johnson
Deputy Clerk to the Board
Cumberland County, Virginia 23040
Email: sjohnson@cumberlandcounty.virginia.gov
Phone: (804) 492-3625 Fax: (804)492-9224

## Deed of Lease

This DEED OF LEASE (the "Lease") effective the 1st day of January 2020, between **CUMBERLAND COUNTY, VIRGINIA**, a public body politic, as **Grantor** ("Landlord"), and **THE CLOTHES CLOSET**, a Virginia nonprofit corporation, as **Grantee** ("Tenant"), recites and provides as follows:

WITNESSETH

## Recitals

**A.** 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.

**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 1,800 square feet of space located in the East Wing of Pod C, at The Cumberland Community Center (the "Center"), known as 47 Community Center Drive, Cumberland, Virginia 23040, inclusive of the exclusive use of 1,800 square feet of 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.***

   *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 classroom C-8, 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 room, 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 use as charitable second hand retail space 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 January 1, 2020 (the "Commencement Date") and terminating on December 31, 2024 (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 $1. 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 exclusion of a market rental rate, charges for water, sewer, and maintenance, of said property, is a contribution to the entity from the County. The payment of all Rent shall be made payable to Landlord and mailed to:

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

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

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 Mrs. Barbara Daniels (Telephone #804-492-3566). 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 employees 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. The exclusion of a market rental rate, charges for water, sewer, and maintenance, of said property, is a contribution to the entity from the County.

(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 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. The exclusion of a market rental rate, charges for water, sewer, and maintenance, of said property, is a contribution to the entity from the County.

(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:

Mrs. Barbara Daniels
Cumberland Clothes Closet
418 Goshen Road
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:

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

(c) Wherever a notice is required under this Lease, notice shall be deemed to have been duly given if in writing and either: (i) personally served; (ii) delivered by prepaid nationally recognized overnight courier service; or (iii) forwarded by Registered or Certified mail, return receipt requested, postage prepaid.

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

(e) Where notice is sent by an alternative method, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is addressed.

18. **BINDING EFFECT; AMENDMENTS.** The covenants, agreements, and rights contained in this Lease shall bind and inure to the respective heirs, personal representatives, successors and assigns of Landlord and Tenant. This Lease constitutes the entire, full and complete understanding and agreement between Landlord and Tenant, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this Lease and shall be null, void and without legal effect. Neither party, nor any agent of either party, has any authority to alter, amend or modify any of the terms of this Lease, unless the amendment is in writing and executed by all parties to this Lease with the same formality as this Lease. 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 reenter 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.

22. **ASSIGNMENT BY LANDLORD.** 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. The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners of the Leased Premises at the time in question and in the event of any transfer or transfers of the title thereto, the Landlord herein named (and, in the case of any subsequent transfer or conveyance, the then transferor) shall be automatically freed and relieved, from the date of such transfer or conveyance, of all personal liability as respects the performance of any covenants or obligations on the part of the Landlord contained in this Lease thereafter to be performed, provided that any funds in the hands of such Landlord or the then transferor at the time of such transfer, in which Tenant has an interest, shall be turned over to the transferee, and any amount then due and payable to Tenant by the Landlord or the then transferor under any provision of this Lease, shall be paid to Tenant, and provided further that upon any such transfer, the transferee shall expressly assume, subject to the limitation of this Section, all of the terms, covenants and conditions in this Lease to be performed on the part of the Landlord, it being intended that the covenants and obligations contained in this Lease on the part of the Landlord shall, subject as aforesaid, be binding on the Landlord, her successor and assigns, only during and in respect to their respective successive period of ownership except as may be expressly otherwise stated in this Lease.

23. **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.

24. **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.

25. **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.

[Signature Page to Follow]

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

LANDLORD: CUMBERLAND COUNTY, VIRGINIA

_____

By: County Administrator

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

The foregoing Deed of Lease was acknowledged before me this _____ day of _____, 20____ by Jennifer Crews acting in her capacity as Interim County Administrator to CUMBERLAND COUNTY, VIRGINIA.

My Commission expires: _____

_____

Notary Public

TENANT: CUMBERLAND CLOTHES CLOSET

_____

By: Barbara Daniels, Manager

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

The foregoing Deed of Lease was acknowledged before me this _____ day of _____, 20____ by Barbara Daniels acting in her capacity as Manager of CUMBERLAND CLOTHES CLOSET.

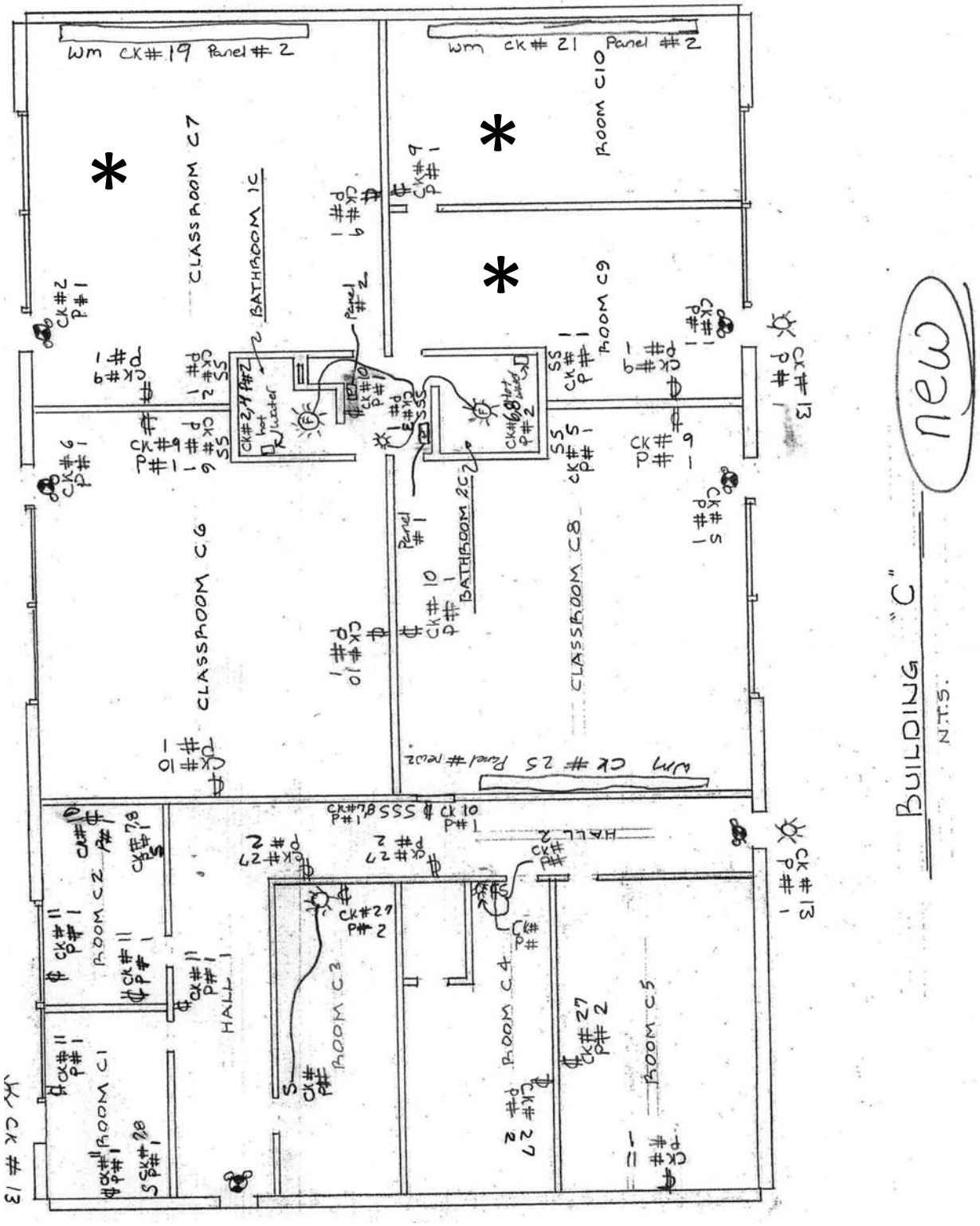
My Commission expires: _____

_____
Notary Public

APPROVED AS TO FORM:

_____
Brian T. Butler, County Attorney

EXHIBIT A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wm CK#21 Panel #2
CLASSROOM C7
BATHROOM 1C
ROOM C10
ROOM C9
CLASSROOM C6
BATHROOM 2C
CLASSROOM C8
wm CK#25 Panel #2
HALL 2
ROOM C2
HALL 1
ROOM C3
ROOM C4
ROOM C5
ROOM C1
new
BUILDING "C"
N.T.S.

**CUMBERLAND COUNTY BOARD OF SUPERVISORS**
**PUBLIC HEARING**

The Cumberland County Board of Supervisors will meet on Tuesday, February 11, 2020, at 6:00 p.m., or as soon thereafter as may be heard, in the Circuit Courtroom of Cumberland County in Cumberland, Virginia, to conduct public hearings pursuant to Virginia Code Section 15.2-1800, which such hearings may be continued or adjourned, as required under applicable law, and to consider the following items and taking actions in furtherance thereof:

> **Lease of County property located at 47 Community Center Drive:** To consider approval of a lease of county property located at 47 Community Center Drive to the Cumberland Clothes Closet.
>
> **Lease of County property located at 63 Community Center Drive:** To consider approval of a lease of county property located at 63 Community Center Drive to James River Therapeutic Services.
>
> **Lease of County property located at 139 Community Center Drive:** To consider approval of a lease of county property located at 139 Community Center Drive to Bear Creek Academy.
>
> **Lease of County property located at 51 Community Center Drive:** To consider approval of a lease of county property located at 51 Community Center Drive to the Cumberland Christmas Mother.

Copies of the complete text of the proposed Lease is available for public review at the office of the Cumberland County Administrator, Administration Building, 1 Courthouse Circle, Cumberland, Virginia between 8:30 am and 4:30 pm of each business day. The public is invited to attend this hearing at which persons affected may appear and present their views. Questions or comments may be directed to the County Administrator's Office at (804) 492-3625. Persons with disabilities are urged to contact the County Administrator's Office at (804) 492-3625 at least five (5) days prior to the meeting to arrange for any necessary accommodations.

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TO: Farmville Herald

| | |
|---|---|
| Advertise on the following dates: | January 24, 2020 and January 31, 2020 |
| Authorized by: | Cumberland County Administrator's Office |
| Bill to: | Cumberland County Board of Supervisors<br>PO Box 110, Cumberland, VA, 23040 |

Stephany S. Johnson
Deputy Clerk to the Board
Cumberland County, Virginia 23040
Email: sjohnson@cumberlandcounty.virginia.gov
Phone: (804) 492-3625 Fax: (804)492-9224

# Deed of Lease

This DEED OF LEASE (the "Lease") is dated the 1st day of January, 2020, between **CUMBERLAND COUNTY, VIRGINIA**, a public body politic and political subdivision of the Commonwealth of Virginia, as **Grantor** ("Landlord"), and **JAMES RIVER THERAPEUTIC SERVICES**, as **Grantee** ("Tenant"), recites and provides as follows:

WITNESSETH

## Recitals

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

## Lease

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

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

***Approximately 124 square feet of classroom space located 63 Community Center Drive, Cumberland, Virginia, 23040, in classroom C-3 in Pod C at The Cumberland Community Center (the "Center"), and the non-exclusive use of the Common Areas, described below.***

A floor plan of the Premises is attached and incorporated herein as Exhibit A and also more fully describes the areas of exclusive use of the Premises. Tenant also has available the non-exclusive use of the improved and unimproved surface areas of the Center, more fully described as classroom C-8, corridors, grass fields, sidewalks, the bus loop, the road and parking area adjacent to Anderson Highway in the front of the Center, and the parking lot adjacent to Forest View Road (the "Common Areas"). Neither Tenant, nor anyone under the direction, control or supervision of Tenant shall access or occupy any other facility, building, or structure at the Center. Any further or future renovations, expansions, improvements, or additional appurtenances of the Premises or Common Areas are excluded from the Lease and will be provided for use by Tenant under separate agreement.

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

3. **TERM.**

(a) The initial term of this Lease (the "Initial Term") shall be one (1) year, beginning on January 1, 2020 (the "Commencement Date") and terminating on December 31, 2024 (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 $2,400 in equal monthly installments of $200 payable in advance on or before the first day of each consecutive calendar month. In the event Tenant shall fail to pay rent on the due date, a late fee of two percent (2%) of the monthly rent shall be added to the rental for each such late payment, and the same shall be treated as additional rent. No deposit is required for Tenant. Increases in rent or costs of services (if needed) shall be negotiated on the anniversary of the Commencement Date. The payment of all Rent shall be made payable to Landlord and mailed to:

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

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

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

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

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

(a) Landlord shall deliver quiet possession of the Premises to Tenant on the Commencement Date and shall provide quiet enjoyment of the Premises to Tenant during the Initial Term, and any Renewal Terms or extensions thereof.

(b) On the Commencement Date, Landlord shall deliver the Premises to Tenant in good repair and in a condition suitable to the use for which it is leased.

(c) Landlord, and its employees, agents and contractors, shall have the right to enter and pass through any part of the Premises, without prior notice, to perform its obligations in this Lease, including but not limited to those set forth in Section 6 below, and in the case of an emergency. If Landlord, or Landlord's employees, agents or contractors, must enter the Premises in the case of an emergency, then as soon as practicable before or after such emergency entrance, Landlord, or Landlord's agent, shall contact the Cumberland County Director of Social Services. If any such entry occurs during hours of regular business activity, pursuant to the above Section 2, then Landlord, or Landlord's employees, agents or contractors, shall contact Tenant's office to be escorted by Tenant or Tenant's employee prior to entry.

(d) Tenant covenants to comply with all statutes, codes, ordinances, rules and regulations applicable to the premises and Tenant's use thereof. Tenant shall notify Landlord of its non-compliance thereof within ten (10) days of discovery, claim or invoice to Tenant by third-party of any claims or allegations of such noncompliance.

(e) Tenant shall give Landlord reasonable notice of any injury, damage, destruction or occurrence affecting the Premises. Tenant shall give Landlord reasonable notice of any injury, damage, destruction or occurrence affecting the Common Areas for which Tenant, its students, staff or others for whom it directs, controls or supervises is responsible. Notwithstanding this provision, Tenant shall not be required to give Landlord such notice for any injury, damage, destruction or occurrence in an amount less than $50.

(f) Landlord covenants and agrees that it will not represent to any third party, including potential investors that, by virtue of making available facilities and providing services to the Tenant, it is in any way endorsing or has in any way approved or disapproved of the Tenant, its management, business plan, valuation or any other matter regarding the Tenant, its operations or use of the Premises.

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

6. **MAINTENANCE.**

(a) Landlord warrants that on the Commencement Date, the Premises and all its equipment, including the plumbing, heating, ventilation and air conditioning equipment and systems shall be in good repair and good working order.

(b) It shall be the sole responsibility and obligation of Landlord, at its expense and in accordance with applicable laws, technical publications, manuals and standard procedures, to properly maintain, repair and replace all the structural portions of the Premises, including foundation, sub-floor, structural walls and roof. Tenant, in its sole responsibility, obligation and expense, shall keep the Premises and all equipment including non-trade fixtures in good working order and shall perform any required repairs, replacement and maintenance, and shall keep all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature affixed to or serving the Premises in good repair, condition and working order.

(c) All necessary or required maintenance, repairs and replacements to the Common Areas shall be the sole responsibility and expense of Landlord. Landlord's maintenance responsibilities shall include the supply and replacement of all supplies, materials and equipment necessary for such maintenance.

(d) Notwithstanding the above Section 6(c), Tenant shall be obligated to make any repairs to the Common Areas due to damage caused by the negligent or willful acts of Tenant, or its agents, employees, contractors or others under Tenant's direction, control or supervision.

(e) When and as snow and/or ice removal become necessary, Landlord shall promptly remove all snow and ice from all walkways, loading areas, common areas, and parking areas.

(f) Tenant shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other fixtures, facilities and

appliances in the Premises, and Tenant shall be responsible for any damage caused by its failure to comply with this requirement. Tenant shall give the Landlord prompt notice of any such damage to the Premises and Tenant shall be responsible for any damage caused its failure to comply with such notice requirement.

(g) Nothing in this Section 6 shall be construed to require Landlord to maintain, repair or replace equipment, appliances, trade fixtures or the personal property of Tenant that Tenant purchases, installs, affixes or otherwise uses after the Commencement Date or that will remain or remains the property of Tenant after the Initial Term. Landlord shall bear no liability or cost for the expense, upkeep, or installation of such Tenant equipment, appliances, trade fixtures or personal property.

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

(a) If the Premises (including all improvements and alterations thereon, whether made by Landlord or Tenant) shall be damaged or destroyed by fire, the elements, unavoidable accident or other casualty, whether in whole or in part, the Landlord shall have the option either (i) to repair, reconstruct or restore the Premises within a reasonable time to its prior condition; or (ii) to terminate this Lease by written notice to Tenant. In the event of such loss by fire or other casualty, Landlord shall have a reasonable time to ascertain the extent of the damage and the cost of replacement and repair and shall properly thereafter notify Tenant of its election.

(b) From the date such damage or destruction occurs to the date when all repairs and rebuilding are complete, the Rent and all other charges due under this Lease shall be reduced by the same percentage of the Premises which, in Landlord's reasonable judgment, cannot be economically or practically used for the Intended Use.

8. **ALTERATIONS BY THE TENANT.**

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

(b) If any mechanics' or materialmen's liens are filed arising from any work by Tenant with respect to the Premises, Tenant shall satisfy or otherwise remove such liens of record from the Premises within ten (10) days of

notification thereof by Landlord, at Tenant's sole cost and expense, by the payment thereof or by filing any bond required by law or Landlord. Tenant shall defend, indemnify and hold harmless Landlord from any costs, including, without limitation, reasonable attorney's fees, incurred by Landlord as result of claims of mechanics' or materialmen's liens from any work by Tenant.

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

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

(a) Landlord shall provide, at Landlord's expense, the following utilities and services for the Premises: water and sewer. Tenant shall be responsible for interior trash removal, telephone, telecommunication, internet or any other utility service to the Premises beyond those identified in the previous sentence. If Landlord or Landlord's agent interrupts, discontinues or causes the interruption or discontinuation of any of its utilities or services, then Tenant, in addition to any other remedy available under the law, shall be entitled to deduct from the Rent, or other payments otherwise due to Landlord under the terms of this Lease or any renewal or extension thereof, either (i) the per diem rental for each day that the Premises are rendered unsuitable for use due to Landlord's failure to provide such utility or service, or (ii) the actual cost to provide the utility or service if not provided by Landlord.

(b) Landlord shall be responsible for all real estate taxes or charges in lieu of taxes applicable to the Premises.

(c) Landlord, at Landlord's expense, shall keep the Premises and the Building insured against damage by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature and casualty loss, under a broad form extended coverage or similar property loss policy. The policy shall cover at least eighty percent (80%) of the replacement cost of the Premises and the Building. In addition, Landlord shall maintain broad form general commercial liability insurance sufficient to ensure reasonable financial responsibility in the event of liability for injury, loss or damage at the Premises, the common areas and facilities. In no event shall the limits of such insurance be considered as limiting the liability of Landlord under the Lease.

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

(e) Tenant shall obtain and maintain during the period of this Lease insurance covering its automobiles, fixtures, equipment, merchandise, all leasehold improvements, inventory, and all other items of property on the Premises, in an amount equal to not less than one hundred percent (100%) of the full replacement value thereof and insuring against fire and all risk, perils coverage as provided by standard all risk coverage endorsement protecting Tenant and Landlord as insured as their respective interests appear. Such public liability insurance shall name the Landlord and its successors and assigns as additional insured's, as their interest may appear.

(f) Landlord shall keep and maintain a policy of insurance on the building on the Property against loss or damage by fire and other risks now embraced by so-called broad form "all-risk" coverage in an amount not less than 100% of the then full replacement value of the insurable portion of the Property. Such "all risk" policy shall name the Landlord, and its successors and assigns, as additional insured's and the Landlord as the loss payee, pursuant to the loss

payee clause. Tenant shall pay to Landlord all of the cost of maintaining such insurance within ten (10) days of Landlord's written notice to Tenant therefore. If Tenant fails to reimburse Landlord for the cost of such insurance within ten (10) days after Tenant receives from Landlord a statement setting forth such cost, then the cost to Landlord of performing the same shall be deemed additional Rent.

(g) Tenant shall, within ten (10) days of the Commencement Date, deliver to Landlord a certificate of insurance and a receipt evidencing that the insurance required by this Lease is paid in full and in full force and effect. No insurance required by this Lease shall be cancelable except after thirty (30) days notice to Landlord. All insurance required by this Lease may be carried under blanket policies maintained by the Tenant or may be carried under a combination of primary insurance and umbrella coverage.

(h) Each policy required hereunder shall provide that it shall not be cancelable without at least thirty (30) days' prior written notice to Landlord and each policy shall be issued by an insurer licensed to do business in the Commonwealth of Virginia and rated satisfactory to Landlord. Each policy required hereunder shall have attached thereto an endorsement to the effect that no act or omission of Tenant shall affect the obligation of the insurer to pay the full amount of any loss sustained. Each policy shall be in such form as Landlord may from time to time reasonably require.

(i) If Tenant shall fail, refuse or neglect to obtain such insurance or maintain it, or to furnish Landlord with satisfactory evidence that it has done so and satisfactory evidence of payment of the premium of any policy, Landlord shall have the right, at Landlord's option, to purchase such insurance and to pay the premiums thereon or to pay the premiums on insurance for which Tenant should have paid. All such payments made by Landlord shall be recoverable by Landlord from Tenant on demand therefore and shall be deemed additional Rent hereunder.

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

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

(a) In addition to any other requirements or covenants in this Lease, and at all times during the Term, option and any renewal terms, Landlord covenants that, as to the Premises, the common areas and the parking facilities of the

Building, it has fully complied, or will comply, to the fullest extent required by law, with:

(i) the facilities accessibility laws, regulations and standards required by the "Americans With Disabilities Act of 1990", including Titles II and III thereof, and the regulations and standards promulgated thereunder, including the regulations promulgated by the U.S. Department of Justice (28 CFR Chapter 1, Part 36 and the Standards for Accessible Design Pt. 36, App. A-entitled "ADA Accessibility Guidelines for Buildings and Facilities"), as amended, and

(ii) the minimum requirements of the Virginia Uniform Statewide Building Code (VUSBC), Volume I-New Construction, as amended, pertaining to access by the physically handicapped and aged persons, including Chapter 11 ("Accessibility") of said VUSBC, which, in part, incorporates the regulations and referenced standards of the U.S. Department of Justice identified above.

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

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

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

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

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

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

(c) This Lease is subject and subordinate to any mortgage, deed of trust or deed to secure debt (each, a "Mortgage") and to any renewals, modifications, increases, extensions, replacements, and substitutions of any Mortgage now or hereafter affecting the Premises. This provision shall be self-operative and no further instrument of subordination shall be required; provided, however, that Tenant agrees to execute and deliver, upon request, such further instrument(s) in recordable form concerning this subordination as may be requested by Landlord, or the holder of any Mortgage; and, in the event Tenant fails or refuses to execute and deliver such subordination within ten (10) days following written request by Landlord, Tenant irrevocably constitutes and appoints Landlord as its attorney-in-fact to execute and deliver the subordination, it being stipulated that such power of attorney is coupled with an interest and is irrevocable. Nothwithstanding

the foregoing sentence, any failure or refusal to execute and deliver such subordination shall constitute a default by Tenant under this Lease. Upon request of Tenant, Landlord shall use his best efforts to obtain and furnish to Tenant a non-disturbance agreement from any present mortgage or beneficiary of any deed of trust superior to this Lease.

13. **REPORT OF OCCUPANCY.** Tenant shall, within fifteen (15) days after receipt of a written request by Landlord, submit to Landlord, or its designee, a written Report of Occupancy specifying: (i) the date of possession of the Premises by Tenant, (ii) whether this Lease is in full force and effect, (iii) whether there have been any modifications to the Lease, and if there have been, a description of all such modifications, and, (iv) whether Tenant has knowledge of any default hereunder on the part of Landlord, or if it does have such knowledge, a description of any such default.

14. **CONDEMNATION. [Reserved]**

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

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

(a) Options. Reserved.

(b) Termination. Reserved.

(c) Renewal. The term of this Lease may be extended for additional periods ("Renewal Term") upon the mutual written consent of the parties. The parties hereto agree to discuss the possible extension of this Lease not less than ninety (90) days prior to the Termination Date of the Initial Term or Renewal Term, as applicable for this Lease. The parties hereto also agree to execute a written extension not less than forty-five (45) days prior the Termination Date of the Initial Term or Renewal Term, as applicable to this Lease.

(d) Holdover. Reserved.

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

(f) Posting of Notice. Reserved.

17. **NOTICES.**

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

James River Therapeutic Services
P.O. Box 234
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 Ten ant'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, tile, and interest in this Lease or in the Leased Premises, or any portion thereof, without the consent of Tenant.

22. **ENVIRONMENTAL COMPLANCE 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.

[Signature Page to Follow]

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

**LANDLORD: CUMBERLAND COUNTY, VIRGINIA**

By: _____
County Administrator

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

The foregoing Deed of Lease was acknowledged before me this _____ day of _____, 2020 by Don Unmussig, acting in his capacity as County Administrator to CUMBERLAND COUNTY, VIRGINIA, on behalf of Cumberland County.

My Commission expires: _____

My notary Identification Number is: _____

_____
Notary Public

**TENANT: JAMES RIVER THERAPEUTIC SERVICES**

By: _____
Ben Montano, Director

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OFCUMBERLAND, to wit:

The foregoing Deed of Lease was acknowledged before me this _____ day of _____, 2020 by Ben Montano acting in his capacity as Director of James River Therapeutic Services.

My Commission expires: _____

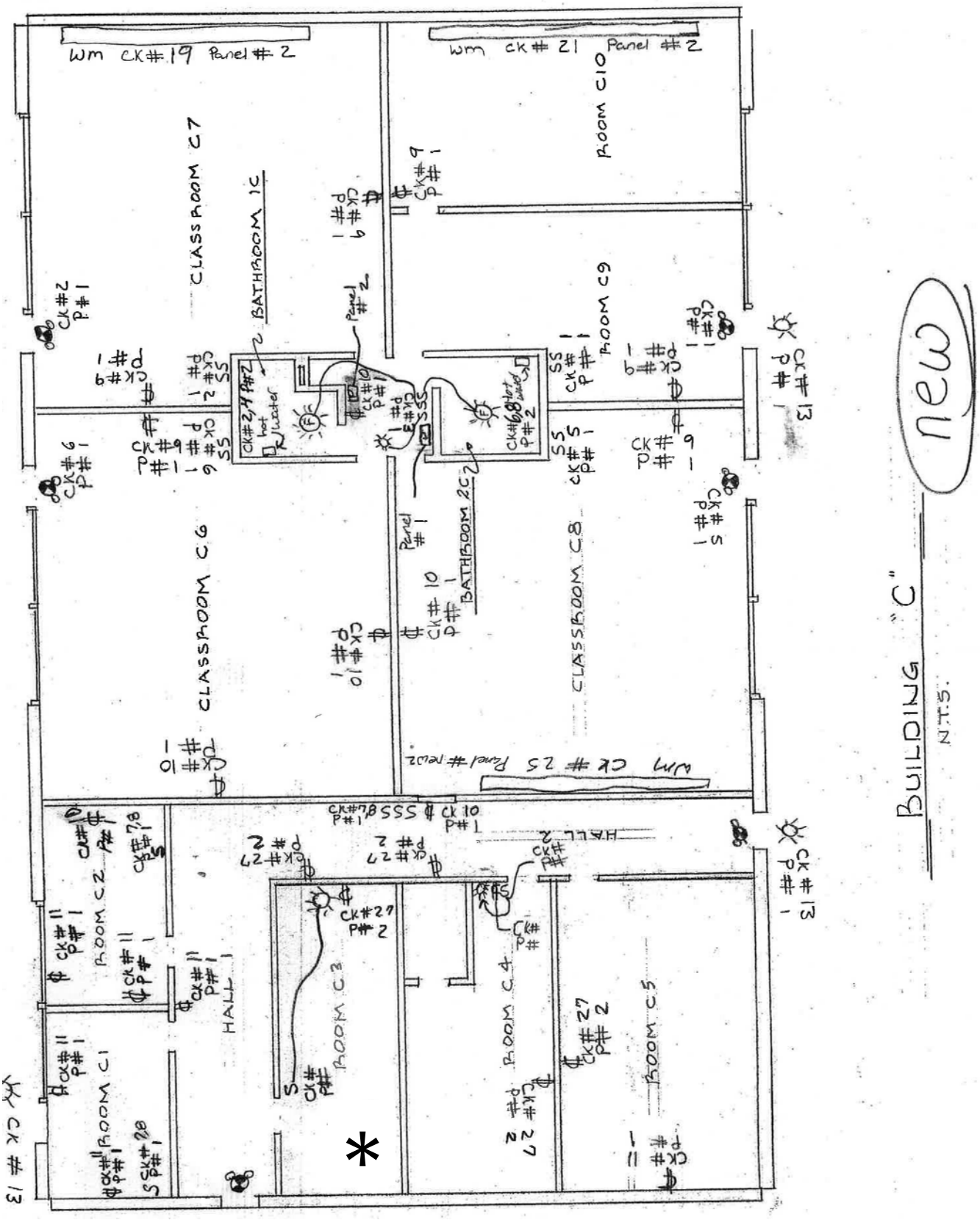
My notary Identification Number is: _____

_____
Notary Public

APPROVED AS TO FORM:

_____
Brian T. Butler, County Attorney

EXHIBIT A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BATHROOM 1C
ROOM C10
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CLASSROOM C6
BATHROOM 2C
CLASSROOM C8
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ROOM C2
ROOM C1
ROOM C3
ROOM C4
ROOM C5
BUILDING "C"
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**CUMBERLAND COUNTY BOARD OF SUPERVISORS**
**PUBLIC HEARING**

The Cumberland County Board of Supervisors will meet on Tuesday, February 11, 2020, at 6:00 p.m., or as soon thereafter as may be heard, in the Circuit Courtroom of Cumberland County in Cumberland, Virginia, to conduct public hearings pursuant to Virginia Code Section 15.2-1800, which such hearings may be continued or adjourned, as required under applicable law, and to consider the following items and taking actions in furtherance thereof:

> **Lease of County property located at 47 Community Center Drive:** To consider approval of a lease of county property located at 47 Community Center Drive to the Cumberland Clothes Closet.
>
> **Lease of County property located at 63 Community Center Drive:** To consider approval of a lease of county property located at 63 Community Center Drive to James River Therapeutic Services.
>
> **Lease of County property located at 139 Community Center Drive:** To consider approval of a lease of county property located at 139 Community Center Drive to Bear Creek Academy.
>
> **Lease of County property located at 51 Community Center Drive:** To consider approval of a lease of county property located at 51 Community Center Drive to the Cumberland Christmas Mother.

Copies of the complete text of the proposed Lease is available for public review at the office of the Cumberland County Administrator, Administration Building, 1 Courthouse Circle, Cumberland, Virginia between 8:30 am and 4:30 pm of each business day. The public is invited to attend this hearing at which persons affected may appear and present their views. Questions or comments may be directed to the County Administrator's Office at (804) 492-3625. Persons with disabilities are urged to contact the County Administrator's Office at (804) 492-3625 at least five (5) days prior to the meeting to arrange for any necessary accommodations.

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TO: Farmville Herald

| | |
|---|---|
| Advertise on the following dates: | January 24, 2020 and January 31, 2020 |
| Authorized by: | Cumberland County Administrator's Office |
| Bill to: | Cumberland County Board of Supervisors<br>PO Box 110, Cumberland, VA, 23040 |

Stephany S. Johnson
Deputy Clerk to the Board
Cumberland County, Virginia 23040
Email: sjohnson@cumberlandcounty.virginia.gov
Phone: (804) 492-3625 Fax: (804)492-9224

# Deed of Lease

This DEED OF LEASE (the "Lease") is dated the 1st day of January 2020, between **CUMBERLAND COUNTY, VIRGINIA**, a public body politic, as **Grantor** ("Landlord"), and **BEAR CREEK ACADEMY INCORPORATED**, as **Grantee** ("Tenant"), recites and provides as follows:

WITNESSETH

## Recitals

**A.** 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 at 139 Community Center Drive, Cumberland, Virginia 23040, in Pod A at The Cumberland Community Center (the "Center"), 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.***

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 the following purposes (the "Intended Use"):

Tenant shall operate a school to provide educational and academic services to its clients in a safe and secure environment. Tenant shall operate in the Premises only during the hours of 6:30 a.m. and 5:30 p.m., Monday through Friday. Designated staff of Tenant may access the Premises outside of such operational timeframes, provided that Tenant notify Landlord in writing of such persons who are authorized by Tenant to access the Premises. Student transportation vehicles shall be limited to the parking area adjacent to Anderson Highway in the front of the Center, and students shall only be picked up and dropped off for regular business activities of Tenant during the hours of 7:15 a.m. to 8:15 a.m. and 2:45 p.m. to 3 :45 p.m. Posting of these access times to the Premises or Common Areas may be required by Landlord at Tenant's expense. The use of the Premises or Common Areas by Tenant for other than such purposes or outside of these timeframes shall be submitted to Landlord in writing for prior approval and the Landlord may deny or condition such use in its sole discretion. Tenant shall not permit or suffer the use of the Premises or Common Areas for any unlawful purpose.

3. **TERM.**

(a) The initial term of this Lease (the "Initial Term") shall be five (5) years, beginning on January 1, 2020 (the "Commencement Date") and terminating on December 31, 2024 (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 $14,400 ($4.80 per square foot) in equal monthly installments of $1,200 payable in advance on or before the tenth ($10^{th}$) day of each consecutive calendar month. In the event Tenant shall fail to pay rent on the due date, a late fee of two percent (2%) of the monthly rent shall be added to the rental for each such late payment, and the same shall be treated as additional rent. No deposit is required for Tenant. Increases in rent or costs of services (if needed) shall be negotiated on the anniversary of the Commencement Date. The payment of all Rent shall be made payable to Landlord and mailed to:

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

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

(b) 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, as the case may be.

(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 Mr. Jordan Whiley (Telephone #434-414-4093). 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 employees prior to entry.

(d) Tenant covenants to comply with all statutes, codes, ordinances, rules and regulations applicable to the premises and Tenant's use thereof. Tenant shall notify Landlord of its non-compliance thereof within ten (10) days of

discovery, claim or invoice to Tenant by third-party of any claims or allegations of such noncompliance.

(e) Tenant shall give Landlord reasonable notice of any injury, damage, destruction or occurrence affecting the Premises. Tenant shall give Landlord reasonable notice of any injury, damage, destruction or occurrence affecting the Common Areas for which Tenant, its students, staff or others for whom it directs, controls or supervises is responsible. Notwithstanding this provision, Tenant shall not be required to give Landlord such notice for any injury, damage, destruction or occurrence in an amount less than $50.

(f) Landlord covenants and agrees that it will not represent to any third party, including potential investors that, by virtue of making available facilities and providing services to the Tenant, it is in any way endorsing or has in any way approved or disapproved of the Tenant, its management, business plan, valuation or any other matter regarding the Tenant, its operations or use of the Premises.

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

6. **MAINTENANCE.**

(a) Landlord warrants that on the Commencement Date, the Premises and all its equipment, including the plumbing, heating, ventilation and air conditioning equipment and systems shall be in good repair and good working order.

(b) It shall be the sole responsibility and obligation of Landlord, at its expense and in accordance with applicable laws, technical publications, manuals and standard procedures, to properly maintain, repair and replace all the structural portions of the Premises, including foundation, sub-floor, structural walls and roof. Tenant, in its sole responsibility, obligation and expense, shall keep the Premises and all equipment including non-trade fixtures in good working order and shall perform any required repairs, replacement and maintenance, and shall keep all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature affixed to or serving the Premises in good repair, condition and working order.

(c) All necessary or required maintenance, repairs and replacements to the Common Areas shall be the sole responsibility and expense of Landlord. Landlord's maintenance responsibilities shall include the supply and replacement of all supplies, materials and equipment necessary for such maintenance.

(d) Notwithstanding the above Section 6(c), Tenant shall be obligated to make any repairs to the Common Areas due to damage caused by the negligent or willful acts of Tenant, or its agents, employees, contractors or others under Tenant's direction, control or supervision.

(e) When and as snow and/or ice removal become necessary, Landlord shall promptly remove all snow and ice from all walkways, loading areas, common areas, and parking areas.

(f) Tenant shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other fixtures, facilities and appliances in the Premises, and Tenant shall be responsible for any damage caused by its failure to comply with this requirement. Tenant shall give the Landlord prompt notice of any such damage to the Premises and Tenant shall be responsible for any damage caused its failure to comply with such notice requirement.

(g) Nothing in this Section 6 shall be construed to require Landlord to maintain, repair or replace equipment, appliances, trade fixtures or the personal property of Tenant that Tenant purchases, installs, affixes or otherwise uses after the Commencement Date or that will remain or remains the property of Tenant after the Initial Term. Landlord shall bear no liability or cost for the expense, upkeep, or installation of such Tenant equipment, appliances, trade fixtures or personal property.

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

(a) If the Premises (including all improvements and alterations thereon, whether made by Landlord or Tenant) shall be damaged or destroyed by fire, the elements, unavoidable accident or other casualty, whether in whole or in part, the Landlord shall have the option either (i) to repair, reconstruct or restore the Premises within a reasonable time to its prior condition; or (ii) to terminate this Lease by written notice to Tenant. In the event of such loss by fire or other casualty, Landlord shall have a reasonable time to ascertain the extent of the damage and the cost of replacement and repair and shall properly thereafter notify Tenant of its election.

(b) From the date such damage or destruction occurs to the date when all repairs and rebuilding are complete, the Rent and all other charges due under this Lease shall be reduced by the same percentage of the Premises

which, in Landlord's reasonable judgment, cannot be economically or practically used for the Intended Use.

8. **ALTERATIONS BY THE TENANT.**

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

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

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

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

(a) Landlord shall provide, at Landlord's expense, the following utilities and services for the Premises: water and sewer. Tenant shall be responsible for 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. Nothwithstanding 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:

Mr. Jordan Whiley
Bear Creek Academy, Inc.
Post Office Box 192
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:

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

(c) Wherever a notice is required under this Lease, notice shall be deemed to have been duly given if in writing and either: (i) personally served; (ii) delivered by prepaid nationally recognized overnight courier service; or (iii) forwarded by Registered or Certified mail, return receipt requested, postage prepaid.

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

(e) Where notice is sent by an alternative method, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is addressed.

18. **BINDING EFFECT; AMENDMENTS.** The covenants, agreements, and rights contained in this Lease shall bind and inure to the respective heirs, personal representatives, successors and assigns of Landlord and Tenant. This Lease constitutes the entire, full and complete understanding and agreement between Landlord and Tenant, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this Lease and shall be null, void and without legal effect. Neither party, nor any agent of either party, has any authority to alter, amend or modify any of the terms of this Lease, unless the amendment is in writing and executed by all parties to this Lease with the same formality as this Lease. 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 Ten ant'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.

22. **HEADINGS.** The heading of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.

23. **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.

[Signature Page to Follow]

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

LANDLORD: CUMBERLAND COUNTY, VIRGINIA

_____

By: County Administrator

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

The foregoing Deed of Lease was acknowledged before me this _____ day of _____, 2020 by Don Unmussig acting in his capacity as County Administrator to CUMBERLAND COUNTY, VIRGINIA.

My Commission expires: _____

_____

Notary Public

TENANT: BEAR CREEK ACADEMY INCORPORATED

_____

By: Jordan Whiley, Administrator

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

The foregoing Deed of Lease was acknowledged before me this _____ day of _____, 2020 by Jordan Whiley acting in his capacity as Administrator to BEAR CREEK ACADEMY INCORPORATED.

My Commission expires: _____

_____

Notary Public

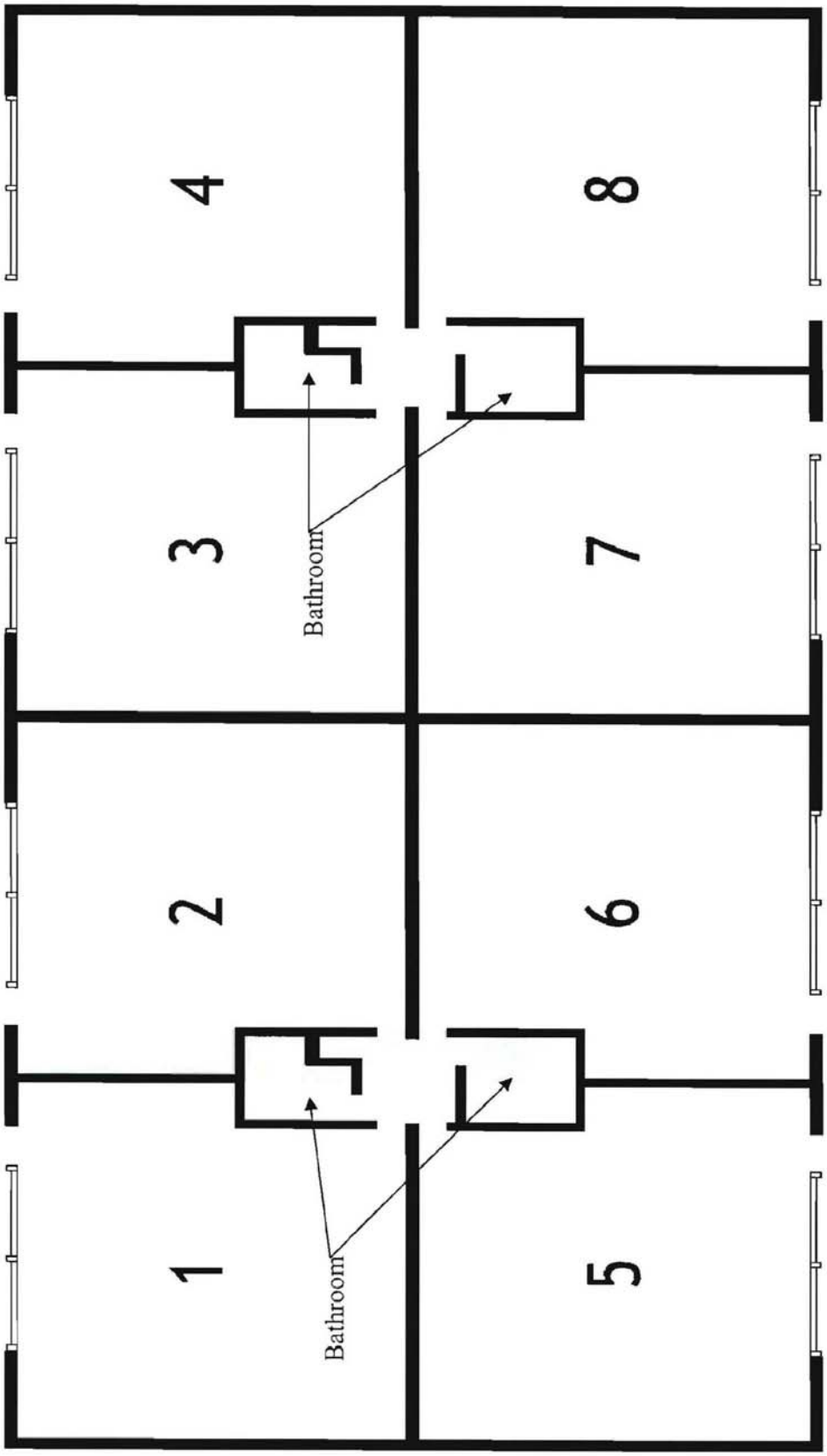
APPROVED AS TO FORM:

_____

Brian T. Butler, County Attorney

EXHIBIT A

**CUMBERLAND COMMUNITY CENTER**
**POD A**




Square Footage: 6,450 approx.

**DATE:** **February 4, 2020**

**TO:** **Cumberland County Board of Supervisors**
**Mr. Don Unmussig, County Administrator**

**FROM:** **Stephany S. Johnson, Deputy Clerk**

**RE:** **Lease of County Property for Cumberland Christmas Mother**

---

**Information**

The Cumberland Christmas Mother is a group of volunteers who provide holiday gifts to Cumberland residents who meet certain criteria. The Department of Social Services refers citizens who meet that criteria to the Christmas Mother volunteers. Donations made to the Christmas Mother Program, are managed by a special welfare fund at Social Services. The Cumberland County Christmas Mother Program has utilized space at the Cumberland Community Center for many years. Previously, the classroom used by the Christmas Mother was included in the original lease for the Cumberland Clothes Closet, which has expired. Cumberland County met with the Department of Social Services and determined that the Christmas Mother and its space can be included with the Social Services lease, so an amendment will be made to the Social Services lease, and will be provided to you for review.

**Recommendation**

No action is needed at this time.

**CUMBERLAND COUNTY BOARD OF SUPERVISORS**
**PUBLIC HEARING**

The Cumberland County Board of Supervisors will meet on Tuesday, February 11, 2020 at 7:00 p.m., or as soon thereafter as may be heard, in the Circuit Courtroom of Cumberland County in Cumberland, Virginia, to conduct public hearings pursuant to Virginia Code Section 15.2-2204, which such hearings may be continued or adjourned, as required under applicable law, and to consider the following items and taking actions in furtherance thereof:

> **Conditional Use Permit (CUP) 20-01 Calvary Battlefield Estates-** A conditional use permit request by property owner Ben Lapp for a short-term rental complex. The property is located on the west side of Plank Road, and described by Tax Map Number 103-A-20. The parcel size is 6.45 acres. The parcel is zoned A-2, and is not located in a growth area in the Comprehensive Plan. The request is in Election District 5.

Copies of the complete text of the proposed development applications are available for public review at the office of the Cumberland County Planning Department, County Administration Building, 1 Courthouse Circle, Cumberland, Virginia between 8:30 am and 4:30 pm of each business day. The public is invited to attend this hearing at which persons affected may appear and present their views. Questions or comments may be directed to Mr. Don Unmussig, County Administrator at (804) 492-3625. Persons with disabilities are urged to contact the County Administrator's Office at (804) 492-3625 at least five (5) days prior to the meeting to arrange for any necessary accommodations.

---

TO: Farmville Herald

| | |
|---|---|
| Advertise on the following dates: | January 29 and February 5, 2020 |
| Authorized by: | Cumberland County Planning Department |
| Bill to: | Cumberland County Board of Supervisors<br>PO Box 110, Cumberland, VA, 23040 |

Don Unmussig
County Administrator
Cumberland County, Virginia 23040
Email DUnmussig@cumberlandcounty.virginia.gov
Phone: (804) 492-3520 Fax: (804)492-9224

STAFF REPORT
CUP 20-01
Calvary Battlefield Estates
Conditional Use Permit
Cumberland County, Virginia
Board of Supervisors Public Hearing

---

**General Information:**

| | |
|---|---|
| Processing schedule: | The Planning Commission unanimously recommended this proposal on January 6, 2020 with a public hearing. The Board of Supervisors will hold a public hearing on February 11, 2020. |

**Application Information:**

| | |
|---|---|
| Applicant/Owner: | Ben Lapp |
| Requested Action: | Conditional Use Permit for: Short-Term Rental Complex |
| Tax Parcel Number: | 103-A-20 |
| Address: | Plank Road |
| Voting District: | 5 |
| Existing Zoning: | A-2 |
| Proposed Zoning: | A-2 with CUP |
| Size: | 6.45 Ac |
| Existing land uses: | Vacant |
| Comp. plan area: | Not in a growth area |
| Overlay districts: | None |

**Surrounding Area Information:**

| Direction | Adjacent existing uses | Adjacent zoning | Adjacent Comp. Plan Area (2013) |
|---|---|---|---|
| All | Residential and Agricultural | A-2 | Not in a growth area |

**Summary of Request and Background Information:**

The owner and applicant, Mr. Lapp, would like to develop a short-term rental complex on this property for up to seven tiny homes.

**Consistency with the 2013 Comprehensive Plan:**

The proposed use falls outside of the designated growth area of the 2013 Comprehensive Plan.

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

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

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

The proposed use helps meet an important need of the county by providing economic development opportunities.

**Consistency with the Zoning Ordinance:**

The proposed use of the subject property is compatible with surrounding zoning and the intent of the district.

A definition for Short-term rental complex is a camping and overnight area for use as temporary habitation operated as a business or for a fee.

**Conclusion/Recommendation:**

The Planning Commission unanimously recommended approval of the proposal with the following conditions:

1. Building, septic, well, and electrical: The applicant must comply with all federal, state, and local regulations pertaining to applicable building codes and private water, sewer, and electricity. The applicant must provide a written letter from the Cumberland County Health Department indicating compliance with their codes for the facility.

2. Compliance with plan required: The applicant provided plan must be the guiding plan for the location of the road, tiny homes, and buffers.

3. Tiny Home design: Homes must be of a similar design and appearance as the picture provided by the applicant as a part of the application.

4. Community safety: If any law enforcement is required to respond to restore order to those on the property more than two (2) times in a thirty (30) day period, the conditional use permit shall be reviewed by the Board of Supervisors, and may be revoked at the Board's discretion.

5. Refuse disposal: A dumpster must be provided for trash disposal and emptied no less than once per month or when full.

6. Noise control: Noise will be restricted between the hours of 11:00 p.m. and 5:30 a.m. daily. The noise and sounds levels controls must be at zero (0) decibels at all property lines and at conversation levels on the property so as not to disturb other temporarily housed individuals or adjacent properties.

7. Continuous occupancy by the same person for more than fourteen (14) days in any thirty (30) day period or more than six (6) months in any twelve (12) month period will be prohibited, except that one permanent residence may be permitted for the complex owner or manager.

Respectfully submitted by:

JP Duncan
Planning Director

JPDuncan@Cumberlandcounty.virginia.gov



COMMONWEALTH OF VIRGINIA
COUNTY OF CUMBERLAND

| Internal Use Only |
|---|
| FILE = CUP 20-01 |
| RECEIVED |
| RECEIPT = |

# Application for Conditional Use Permit

Last revised 4/19

**IMPORTANT NOTE:** For some large-scale developments, VA State Code requires that a Traffic Impact Study (TIS) or a Traffic Impact Analysis (TIA) be completed and submitted with a rezoning application **before** the conditional use permit application is deemed complete.

Address/Location: 721 Plank Rd ~~Cumberland~~ Farmville VA 23901

Election District: _____ Current Zoning: Agg.

Proposed Use: Construction of Seven Tiny Houses

Acreage of Parcel: 6.45 AC Acreage to be covered by CUP: 6.45 AC

Tax Map Parcel(s): 103-A-20

Comprehensive Plan Area: 2

| | |
|---|---|
| Is this an amendment to an existing conditional use permit? If so, provide CUP number: _____ | ☐ YES ☑ NO |
| A Preliminary Site Plan is required to be attached to any CUP application. Is a preliminary site plan attached to this application? | ☑ YES ☐ NO Already CAL |
| Is this a proposal for a shopping center or telecommunication tower? If so, additional information and conditions may apply. | ☐ YES ☑ NO |
| Is an amendment to the subdivision or zoning ordinance proposed as part of this CUP application? If so, attach the Code Amendment application. | ☐ YES ☑ NO |

**Contact Person/Applicant:** Ben Lapp

Address: 306 Industrial Park Rd

City: Farmville State: VA Zip: 23901

Phone Number: 434 547 7798

**Owner(s) of Record** (If different than applicant):

SAME

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Does the property owner also own or have any ownership interest in any abutting property? If yes, please list those tax map numbers:

103-A-19 103-A-18 103-A-22 103-A-22A

Section 74-702 of the Cumberland County Zoning Ordinance provides guidelines for conditional use permit applications. Please address the following standards which will be reviewed by the staff in analysis of your request. If you need assistance filling out these items, staff is available.

Provide a written statement demonstrating that:

1. The establishment, maintenance or operation of the CUP will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare;
   Yes it will be kept clean and organized
2. The CUP will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
   It will ADD value to surrounding properties
3. The establishment of the CUP will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
   SAME as above
4. The exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district as to cause a substantial depreciation in the property values within the neighborhood;
   Tiny houses will have a nice cottage appeal
5. Adequate utilities, access roads, drainage, and necessary facilities are provided;
   Yes
6. Ingress and egress to property and structures on the property with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access of fire or catastrophe are adequately provided for;
   Yes
7. Off-street parking and loading areas are provided as required;
   ~~No (Not Needed)~~ Yes
8. Above economic considerations, noise, glare and odor effects of the special exception are adequately provided for properties generally in the district;
   Yes
9. Refuse and service areas, with particular reference to the items in #s 1. and 2. above are adequately provided for; Yes
10. Appropriate screening and buffering with reference to type, dimensions and character of the use are adequately provided for; Yes Surrounded by trees
11. Any signs and exterior lighting are compatible and in harmony with properties in the district with reference to aesthetics, glare, traffic safety and economic effect;
    (Not Needed)
12. Required building setbacks and other open spaces are adequately provided for;
    Yes

13. The proposed use is compatible with adjacent properties and other property in the zoning district; Yes Colonial Design to match New House built on Airport Rd.

14. An adequate supply of light and air to adjacent properties is adequately provided for; and Yes

15. The CUP shall, in all other respects, conform to the applicable regulations of the zoning district in which it is located, except as such regulations may, in each instance, be modified by the Board of Supervisors. Yes

Describe your request in detail and include any relevant information such as the number of persons involved in the use, operating hours, or any unique features of the proposed use.

[redacted]

If any improvements are being proposed, briefly state whether new structures are to be constructed, existing structures are to be used or additions are to be made to existing structures. If available, provide dimensions of any structures that will be used for this CUP.

~~I am requesting~~

I am requesting permission to build up to 7 tiny house cottages. approx. (500 sq ft.) to use as a temporary habitation operated as a business or for a fee. Approx. 2 people per cottage

**Attachments Required** – provide a copy of each

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

   Note: If you are requesting a rezoning for a portion of a parcel, it must be described or delineated on a copy of the plat or surveyed drawing.

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

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

**Certification**

I (We) hereby certify that I (we) own the subject property, or have the legal power to act on behalf of the owner in filing this application. I (We) also certify that the information furnished in this application is accurate to the best of my (our) knowledge.

Benjamin Lapp

*Print Name* of Owner/Applicant

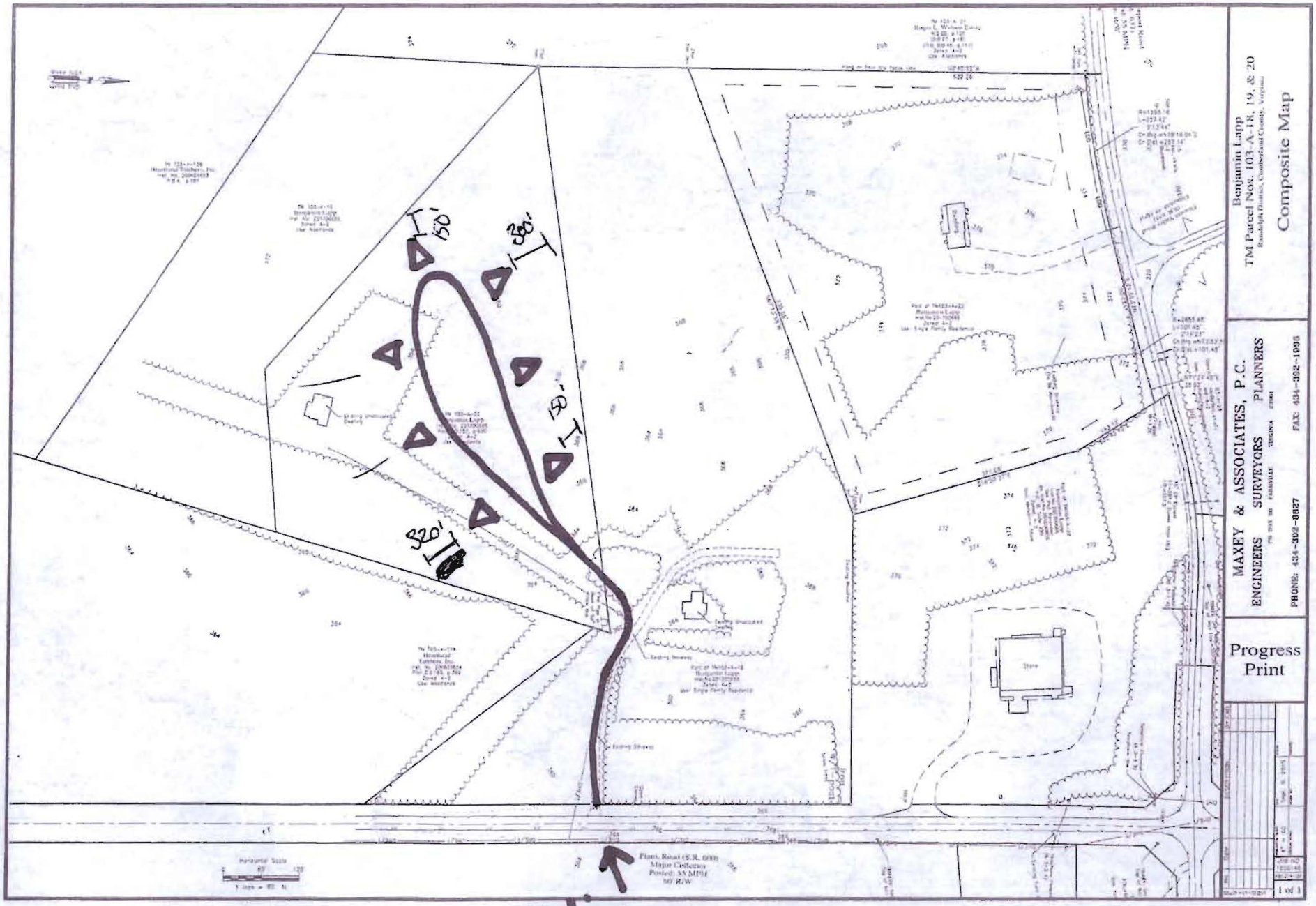
*Signature* of Owner/Applicant — 12/10/19 Date

*Print Name* of Owner/Applicant

*Signature* of Owner/Applicant — Date

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

# Ben Lapp Tiny House PLAN




Existing Entrance

At an orientation workshop for the Cumberland County Board of Supervisors was held at 6:00 p.m. on the 13th day of January, 2020 at the Cumberland County Courthouse, 17 Courthouse Circle, Cumberland, Virginia:

Present: Brian Stanley, District 1,
Ron Tavernier, District 2,
Eurika Tyree, District 3,
Gene Brooks, District 4,
Robert Saunders, Jr., District 5,
Don Unmussig, County Administrator,
Brian Butler, County Attorney,
Stephany S. Johnson, Deputy Clerk

Absent: None

The purpose of the workshop was to review meeting procedures with the newly elected Board. No action was taken, and no county business was discussed.

The next meeting of the Cumberland County Board of Supervisors is scheduled for Tuesday, January 14, 2020, at 7:00 p.m. in the Circuit Courtroom of the Cumberland Courthouse.

_____
Don Unmussig, County Administrator

_____
Stephany S. Johnson, Deputy Clerk

At a meeting of the Cumberland County Board of Supervisors held at 7:00 p.m. on the 14th day of January 2020, at the Cumberland County Circuit Court Room:

Present: Brian Stanley, District 1
Ron Tavernier, District 2
Eurika Tyree, District 3
Gene Brooks, District 4
Robert Saunders, Jr., District 5
Don Unmussig, County Administrator
Jennifer Crews, Finance Director
Brian Butler, County Attorney
Stephany Johnson, Deputy Clerk

Absent: JP Duncan, Zoning Administrator

## 1. Call to Order

County Administrator, Don Unmussig, called the roll.

## 2. Welcome and Pledge of Allegiance

The Pledge of Allegiance was led by the County Administrator.

## 3. Roll Call

County Administrator, Don Unmussig, called the roll.

## 4. Election of Chairman

County Administrator, Don Unmussig, opened the floor for nominations for the position of Chairman.

On a motion by Supervisor Tyree, and seconded by Supervisor Tavernier, the Board appointed Supervisor Stanley as Chairman:

Vote: Mr. Stanley – aye Mr. Tavernier – aye
Mrs. Tyree – aye Mr. Brooks – aye
Mr. Saunders – aye

**5. Election of Vice-Chairman**

On a motion by Supervisor Tavernier, and seconded by Supervisor Brooks, the Board appointed Supervisor Tyree as Vice-Chairman:

Vote: Mr. Stanley – aye Mr. Tavernier – aye
Mrs. Tyree – aye Mr. Brooks – aye
Mr. Saunders – aye

**6. Approval of Agenda**

On a motion by Supervisor Tyree and carried, the Board approved the agenda as amended to include closed session discussion regarding personnel, changes in duties & assignments of multiple positions and departments:

Vote: Mr. Stanley – aye Mr. Tavernier – aye
Mrs. Tyree – aye Mr. Brooks – aye
Mr. Saunders – aye

**7. Organizational & Administrative Matters**

a. Review and approve 2020 regular meeting schedule

On a motion by Supervisor Tavernier, and seconded by Supervisor Tyree, the Board approved the 2020 Board meeting schedule:

Cumberland County
Board of Supervisors
2020 Meeting Schedule
Second Tuesday of each month at 6:00 p.m.,
Circuit Courtroom of the Cumberland Courthouse unless otherwise noted

January 14, 2020
February 11, 2020
*February 19, 2020
*February 20, 2020
March 10, 2020
**April 07, 2020
April 14, 2020
May 12, 2020
June 9, 2020
July 14, 2020
August 11, 2020
September 8, 2020
October 13, 2020
November 10, 2020
December 8, 2020
January 12, 2021
*Budget Workshops held in the Administration Conference Room
**Budget Public Hearing

Vote: Mr. Stanley – aye Mr. Tavernier – aye
Mrs. Tyree – aye Mr. Brooks – aye
Mr. Saunders – aye

b. Review and approve By-laws

On a motion by Supervisor Tavernier, and seconded by Supervisor Saunders, the Board approved the Board's By-laws:

**CUMBERLAND COUNTY, VIRGINIA**
**BOARD OF SUPERVISORS**
**Adopted January 14, 2020**

**Statement of Intent and Purpose**

The intent of these By-laws of the Cumberland County, Virginia Board of Supervisors is as follows:

(1). To establish ways and means by which the Board of Supervisors as the governing body of Cumberland County, Virginia shall conduct itself in the performance of its duties and responsibilities;

(2). To establish certain procedures to be followed by the Board of Supervisors as individual members and as a governing body, and by appointed officials and employees of the Board of Supervisors, to help ensure legality, fairness and consistency in the conduct of governance of Cumberland County; and

(3). To establish certain rules and guidelines considered vital to the conduct of the Cumberland County government and the proper functioning of its elected and appointed officials, employees, agencies, departments, organizations; and the promotion and protection of the interests of the citizens of the county.

To these ends these By-laws are so adopted.

**By-laws Definitions**

As used in these By-laws, the following terms are defined:

Action of Record: An action taken or decision made by the Board recorded in the Minutes of the Meetings. Action of Record may take the following forms:

a. Motions with votes of the members of the Board recorded.
b. Consensus agreement of the Board without vote by the Board.
c. Directive of the Chairman in the exercise of that office during the conduct of an official meeting of the Board.

Advisory Board: Pursuant to § 15.2-1411 of the Virginia Code, a designated group of persons other than members of the Board formed by the Board for the purpose of undertaking work on matters germane to the interests of the Board or county.

Board: The Cumberland County Board of Supervisors.

Committee: Pursuant to § 15.2-1411 of the Virginia Code, a designated group of persons that may be formed by the Board for the purpose of undertaking work on matters germane to the interests of the Board or county.

County Code: The *Cumberland County Code*.

Directive: An exercise of discretionary authority granted to the Chairman from the Board empowering the Chairman as follows:

a. To enforce the protocols of Article 8.5. of these By-laws for the conduct of business and discourse before the Board to ensure proper decorum, civility, fairness and order.
b. To cause the removal of any person or persons without charge of civil or criminal offense for misconduct, disruption or disturbance of a meeting of the Board of Supervisors consistent with adopted policies and procedures of the Board;
c. To charge any person or persons with civil or criminal offenses pursuant to federal, state or local laws for the misconduct, disruption or disturbance of a meeting of the Board.

Ex-officio: A form of membership or appointment to a body or group where the individual may participate in proceedings or discussions, but shall not serve in an official leadership capacity nor vote in an official manner.

Item of Business: A matter to be presented before the Board at an official meeting, specified on the Meeting Agenda or modification thereof, and which may be subject to an Action of Record.

Meeting or official meeting: Any Annual, Regular, or Special Meeting of the Board of Supervisors. The following terms may also be used to further define and specify purposes for meetings. Meetings as defined herein are not exclusive of each other and may be concurrently conducted.

a. Annual Meeting: Pursuant to § 15.2-1416 of the Virginia Code, the Board's first meeting in the month of January.

b. Joint Meeting: A Joint Meeting may be conducted simultaneously with one or more corporate and politic bodies for the purpose of review, inquiry and discussion of matters of mutual interest or in the interest of expedient disposition of public business matters. Action of Record may be taken at said meeting, and a quorum of both the Board and other body(ies) is required to Call to Order and conduct a Joint Special Meeting.

c. Public Information Meeting: A Public Information Meeting shall be limited to the dissemination of information to and/or from the public where the Board of Supervisors will take no Action of Record at said meeting. A quorum of the Board of Supervisors is not required to Call to Order and conduct a Public Information Meeting. Public Information Meetings may be called in the name of the Board of Supervisors or administratively by the County Administrator or his designee.

d. Public Hearing: A public hearing shall be conducted at said meeting and the Board of Supervisors may take Action of Record on such matters as may arise from the Public Hearing. A quorum of the Board of Supervisors is required to Call to Order and conduct a Public Hearing.

e. Recessed Meeting: A meeting conducted at a date, place and time set by the Board of Supervisors as a continuation of a previously held meeting. A Recessed Meeting shall be scheduled no later than the date of the next Regular Meeting.

f. Rescheduled Meeting: A Rescheduled Meeting shall be for the purpose of conducting a meeting of the Board of Supervisors where, by virtue of necessity or at the discretion of the Board of Supervisors, the originally scheduled meeting cannot be conducted on its prescribed date or time or at its prescribed location pursuant to these By-laws. Action of Record may be taken on any Item of Business presented at a Rescheduled Meeting, and a quorum of the Board of Supervisors is required to Call to Order and conduct a Rescheduled Meeting.

g. Workshop Meeting: A Workshop Meeting shall be for the purpose of in-depth review, inquiry and discussion of specified Items of Business where Action of Record may be taken by the Board of Supervisors. A quorum of the Board of Supervisors is required to Call to Order and conduct said meeting. Workshop Meetings may also be called and scheduled for the purposes of presentations to the Board of Supervisors for educational and informational purposes.

Primary Motion: The first motion presented following informal discussion of any Item of Business at a Board meeting.

Substitute Motion: A motion presented succeeding and in lieu of a primary motion on any Item of Business at a Board meeting.

Virginia Code: The 1950 Code of Virginia, as amended.

**Construction**
As used in these By-laws, the masculine shall include the feminine, and the singular the plural unless otherwise specified herein. The word "shall" is mandatory and not discretionary; the word "may" is permissive and discretionary. The word "approve" shall be considered to be followed by the words "or disapprove".

**Article 1. General**
1.1. The County of Cumberland is a political subdivision of the Commonwealth of Virginia, and is bestowed all powers and authorities granted generally to counties without charters as set forth in the Virginia Code.

**Article 2. Board of Supervisors**
2.1. The County of Cumberland is governed by a Board consisting of five (5) Supervisors elected from the citizenry of Cumberland County, one (1) Supervisor from each of the county's five (5) Election Districts. Terms of each Supervisor are for four (4) years and may be successive. Qualifications for election to the Board of Supervisors are prescribed in the Virginia Code and Election Districts shall be defined by ordinance and set out in the County Code.

2.2. The Board of Supervisors is the governing body of the County of Cumberland and exercises all powers and authorities granted generally to counties without charters as set forth in the Virginia Code.

2.3. The Board of Supervisors at its discretion may authorize by appropriate action and annually provide for such sums for their salaries and expenses as members of the Board pursuant to the Virginia Code.

**Article 3. Officers of the Board of Supervisors**
3.1. Pursuant to § 15.2-1422 of the Virginia Code, the Board shall elect annually from its membership a Chairman and Vice-Chairman.

3.2. The term of office of the Chairman and Vice-Chairman shall be one (1) calendar year beginning immediately upon being elected at the Annual Meeting until the election at the Board's next Annual Meeting the following calendar year.

**Article 4. Election of Officers**
4.1. Election of officers of the Board shall be held at the Annual Meeting. In the absence of a quorum of the Board at the Annual Meeting, the current seated officers shall continue to exercise their offices until such time as a quorum is present at a subsequent Regular Meeting of the Board, at which time election of officers shall be held. The Board may defer election of officers to a Recessed Meeting from the Annual Meeting upon motion and vote of a majority of Board members present.

4.2. Election of officers of the Board shall be the first Item of Business at the Annual Meeting when elections are to be held.

4.3. Nominations for officers shall be conducted in open session upon motion by Board members and acceptance of the nomination. A motion with a majority vote of the Board members present is required to close nominations, at which time election of officers will be conducted in reverse order of the discussion of nominations. A majority vote of a quorum of the Board is needed to elect officers.

4.4. In the event of a tie vote during the election of officers, either by an abstaining vote or an even quorum of the Board present and voting, election of that officer shall be tabled to the next Regular Meeting of the Board and the Board shall proceed with other officer elections. In the event of a subsequent tie vote, a single blind lot drawing from the slate of seconded nominations shall select the officer. Officers selected in this manner shall be fully vested with all duties and powers accorded the office pursuant to the Virginia Code and these By-laws. The current seated officers shall continue to exercise their offices until new officers are elected or selected in this event.

4.5. Upon election of new officers, the new Chairman and Vice-Chairman shall preside at that meeting and all other meetings during the term for so which elected.

**Article 5. Duties and Powers of Officers of the Board of Supervisors**

5.1. In accordance with accepted rules of order and parliamentary practice, the Chairman is to preside at all meetings of the Board. The Vice-Chairman shall act with the full power and authority of the Chairman in the absence of the Chairman at any meeting of the Board. In the absence of the Chairman and Vice-Chairman, the remaining Board members shall choose an Acting Chairman for the meeting. Where an Acting Chairman is needed for a meeting, the Board need not designate an Acting Vice-Chairman. Where used in these Bylaws, Chairman shall also be construed to mean Acting Chairman.

5.2. When the Board is engaged in official meetings, whether held in the Board of Supervisors Meeting Room or at some other location, the building and associated grounds constituting the meeting place are under the control of the Chairman for the orderly conduct of the meeting. In addition to the exercise of parliamentary powers, the Chairman or Acting Chairman is empowered to issue Directives that shall be recorded as an Action of Record in order to facilitate orderly conduct of meetings.

5.3. The Chairman of the Board is empowered to administer oaths pursuant to § 15.2-1410 of the Virginia Code and shall be the head of the county government pursuant to § 15.2-1423 of the Virginia Code.

5.4. The Chairman shall adhere to and is empowered to enforce the protocols of Article 8.5 during official meetings of the Board. The Chairman shall act as parliamentarian of the Board, and shall seek the advice of the County Attorney or, in his absence, the County Administrator in the interpretation of the provisions of these By-laws and other established procedures for the conduct of meetings.

5.5. In the event of a vacancy in the office of Chairman due to death, resignation or removal from office as a member of the Board, the Vice-Chairman shall assume the position of Acting Chairman until a chairman is appointed. In the event of a similar vacancy in the office of Vice-Chairman, the most recent past Vice-Chairman of the Board shall assume the position of Acting Vice-Chairman. In the event of concurrent vacancies in both the office of Chairman and Vice-Chairman, the most recent past Chairman and Vice-Chairman shall respectively assume these offices. Election of new officers shall
occur pursuant to Article 4 of these By-Laws at the first Regular Meeting after the vacancy on the Board has been filled pursuant to § 15.2-1424 of the Virginia Code. In this event, such newly elected officers shall serve until the next Annual Meeting of the Board. Officers selected in this manner shall be fully vested with all duties and powers accorded their office pursuant to the Virginia Code and these By-laws.

5.6. The Chairman shall be an ex-officio member of all Committees and Advisory Boards of the Board, privileged to attend and participate in all meetings of such Committees and Advisory Boards, including closed meetings, but shall not vote on Committee matters unless appointed as a Committee member.

**Article 6. Meetings of the Board of Supervisors**

6.1. The Annual Meeting of the Board shall be held on the second Tuesday of January. The Regular Meetings of the Cumberland County Board of Supervisors for shall be on the second Tuesday of each month. These Annual and Regular Meetings shall be Called to Order at 6:00 p.m. and shall be held at Cumberland County Circuit Court Room in the County Courthouse Building on Rt. 60, Cumberland C.H., Virginia.
The Annual and Regular Meeting date, place and time shall continue indefinitely unless changed by appropriate action of the Board.

6.2. The Board will attempt to complete all Items of Business at the Annual and Regular Meetings by 11:00 p.m. The Board may recess such meetings from day to day, or from time to time or from place to place not beyond the time fixed for the next Regular Meeting, until the business before the Board is complete.

6.3. If the Annual or any Regular Meeting day falls on a legal holiday, the meeting may be held on the holiday or rescheduled as determined by the Board by Action of Record taken at the Annual Meeting or any Regular or Special Meeting prior to the holiday. If rescheduled other than at the Annual Meeting, public notice shall be served pursuant to § 15.2-1416 of the Virginia Code.

6.4. Special Meetings of the Board may be approved and scheduled, or a Called Special Meeting conducted by the Board pursuant to § 15.2-1417 and § 15.2-1418 of the Virginia Code. A special meeting of the governing body shall be held when called by the chairman or requested by two or more of the members of the board of supervisors. The call or request shall be made to the clerk, and shall specify the matters to be considered at the meeting. Upon receipt of such call or request, the clerk of the governing body, after consultation with the chairman, shall immediately notify each member of the Board and the county attorney, as appropriate in writing delivered in person or to his place of residence or business to attend such meeting at the time and place stated in the notice. Such notice shall specify the matters to be considered at the meeting. No matter not specified in the notice shall be considered at such meeting, unless all members are present. The notice may be waived if all members of the Board of Supervisors attend the special meeting or sign a waiver.
A Special Meeting may also be scheduled or called for specific purposes, as follows:

a. Joint Special Meeting;
b. Public Information Meeting;
c. Public Hearing;
d. Rescheduled Meeting;
e. Workshop Meeting.

Special Meetings of the Board may be scheduled at the Annual Meeting for the calendar year and set out in the Operational Procedures of the Board.

6.5. The Annual, Regular and Special Meetings of the Board shall be open to the public. The Board reserves the right to enter into Closed Meeting pursuant to the Virginia Code at any official meeting.

6.6. Closed meetings will be restricted for those proper purposes enumerated in the Virginia Code and all Closed Meetings will be held in strict accordance with Virginia law.

6.7. No gathering of members of the Board of Supervisors, whether there be a number equal to or exceeding a quorum of the Board or a lesser number, shall be considered an official meeting of the Board unless such gathering takes place at a bona fide Annual, Regular or Special Meeting as set forth in these By-laws. No Action of Record may be taken on any matter outside of the time, place and location of an official meeting of the Board. Similarly when a quorum, (3) three or more members is gathered in one place outside an official meeting, those Board Members present may not discuss any past, current or future county business.

6.8. The Sheriff of Cumberland County shall, upon request, provide at least one (1) deputy to attend the Annual and Regular Meetings of the Board and, upon request of the Board or County Administrator, at any other official meeting. When in attendance of any official meeting, deputies shall be under the direction of the Chairman of the Board during the period of the official meeting (including any brief recess thereof), and under the direction of the County Administrator, Acting County Administrator, or his designee during the period prior to the meeting's Call to Order and immediately upon final Recess or Adjournment of the meeting.

**Article 7. Agendas for Board of Supervisors Meetings**

7.1. The Annual and Regular Meetings of the Board shall have a formal Meeting Agenda prepared by the County Administrator or his designee. The County Administrator at his (her) discretion, and the County Attorney and Board members individually may by request to the County Administrator place matters of business on the Agenda for discussion, information and /or action by the Board as are germane to the affairs and interests of the Board and county. Agendas for Special Meetings are optional at the discretion of the Board of Supervisors or County Administrator.

7.2. The Order of Business of the Meeting Agenda for the Annual and Regular Meetings of the Board shall be generally as follows:

- Call to Order and Determination of Quorum
- Roll Call of Members
- Welcome, Invocation and Pledge of Allegiance
- Approval of the Agenda
- Closed Meeting
- Presentations from Department/Agencies/Organizations
- Public Hearing (if any)
- County Administrator's Report
- Assistant County Administrators Report
- Planning Director's Report
- Community Development Director's Report
- County Attorney's Report
- Old Business
- New Business
- Public Comments(optional)
- Board Member Comments
- Adjournment

Deviations from the Order of Business may be made at the discretion of the County Administrator during the preparation of the Meeting Agenda, and by the Board as a modification of the Meeting Agenda at the time of Approval of the Agenda. The Board by motion and majority vote of those present may eliminate any of the above items in the Order of Business for a specific meeting or meetings, or through the time of the next Annual Meeting in its entirety, and may also restore any item so eliminated or add other items by like Action of Record at any meeting.

7.3. A request for modification of the Meeting Agenda shall be made from the Board Table and only by members of the Board, County Administrator, or County Attorney. Approval of modification requires majority vote of Board members present. A modification made at the time of Approval of the Agenda shall be reflected in the Minutes of the Meeting at which the modification was made. Items scheduled for action on the Meeting Agenda may be deferred to a later time in the meeting by consensus agreement of a majority of Board members present. Items previously acted upon during the course of the meeting may be revisited at a later time in the meeting by a motion to reconsider and a majority vote of Board members present. An item may not be reconsidered more than twice.

7.4. The Board shall take no Action of Record on any matter that is not on the Meeting Agenda unless a modification to the Meeting Agenda is requested at the time of Approval of the Agenda. Modification of the Meeting Agenda requires a majority vote of Board members present.

7.5. Closed Meetings and business matters brought before the Board under Board Member Reports exempt from the provisions of this article.

7.6. The Meeting Agenda and supporting documents comprising the Meeting Agenda Book should be delivered to members of the Board a minimum of five (5) calendar days in advance of the meeting date. The supporting documentation should include recommendations on actions prepared by county administrative personnel and other county officials if a recommendation is available and appropriate. The Meeting Agenda Book may be rendered in electronic format for use by the Board at its discretion.

**Article 8. Conduct of Meetings of the Board of Supervisors**

8.1. The Board shall generally follow Roberts' Rules of Order Newly Revised, Procedure in Small Boards but failure to follow Robert's Rules of Order shall not invalidate any Board action, the provisions of Article 8.4 notwithstanding. In following these rules of parliamentary procedure, the Board intends that special attention will be given to the following:

a. Protecting the rights of each individual member of the Board, county administrative employees and the public.

b. Preserving and ensuring a spirit of harmony and cooperation within the Board, and between individual Board members.

c. Allowing full and free discussion among the members of the Board in order to ensure that all viewpoints are considered prior to taking action on behalf of the county.

8.2. Where provisions of these By-laws differ from similar procedures established by Robert's Rules of Order, provisions of these By-laws shall prevail.

8.3. Repealed. (This section referenced seating at meetings for Board Members)

8.4. The following rules and procedures shall prevail at meetings of the Board:

a. A quorum of the Board is a majority of the membership comprising at least three (3) of the five (5) members of the Board. A quorum must be present to Call to Order and continue an official meeting and to take Action of Record.

b. The Chairman shall Call to Order an official meeting at the designated time and determine a quorum. If a quorum is not present at the designated time, the Chairman may direct a delay of up to fifteen (15) minutes in the start of the meeting at his discretion. Any further delay in the start of the meeting may be made only with the consensus agreement of the majority of those Board members present.

c. Should for any reason a quorum not be maintained continuously during any official meeting, the meeting shall adjourn at that time. A Board member's physical presence on the grounds of the location of the meeting shall be considered as being present at the meeting and satisfactory for the maintenance of a quorum. Board members shall notify the Chairman if required to leave the grounds of the location of the meeting, either temporarily or for the remainder of the meeting.

d. All informal and formal discussions of Items of Business and Actions of Record must be made from the Board Table. Any Board member away from the Board Table but maintaining physical presence at the meeting location at the time of an Action of Record will be counted as having cast an abstaining vote.

e. Informal discussion of an Item of Business by Board members is permitted while no primary or substitute motion is pending.

f. A second to a primary and substitute motion is not required in order to formally discuss and/or vote upon the motion. Voting shall be by show of hands. The Chairman shall verbally summarize the vote upon conclusion of an Action of Record, noting by individual name those Board members abstaining or voting in the minority on the Item of Business.

g. Any member of the Board may terminate debate or discussion of an Item of Business and call for a vote on a pending motion by "calling for the question" after being recognized by the Chairman.

h. An abstaining vote is neither an affirmative nor a negative vote and has no effect on the vote, or the status of the quorum.

i. A tie vote fails. The Board does not designate a tiebreaker pursuant to § 15.2-1421 of the Virginia Code.

j. A substitute motion will be voted on prior to the primary motion, in reverse order (i.e. the substitute motion will be voted on first). Only one (1) substitute motion will be considered prior to a vote on the primary motion.

k. The Chairman is authorized to speak in discussions, and can vote on all motions and/or all questions but may not call for the question. The Chairman may temporarily relinquish the position. The Chairman may do so by passing the gavel to the Vice-Chairman or Acting Vice-

Chairman prior to the start of discussion of an Item of Business. Upon completion of the Item of Business, the gavel shall be returned to the Chairman.

l. A primary motion may be amended prior to vote with the concurrence of the originating Supervisor of the primary motion. The amended primary motion is then treated as the primary motion, and not a substitute motion. A primary motion may not be amended if a substitute motion is pending until conclusion of vote on the substitute motion. An amendment to a primary motion opposed by the originating Supervisor shall not be voted on until action is taken on the original primary motion.

m. If a primary or substitute motion is made at a Board meeting where at least four (4) members are present and the motion is voted on and fails, the same or a substantively similar motion cannot be reconsidered by the Board during that fiscal year except by a primary or substitute motion made by a member of the Board who voted on the prevailing side where there are no less than four (4) Board members present, and only if two-thirds (2/3) of the Board members present vote to reconsider the motion again.

n. A primary or substitute motion may be made to tentatively act upon an Item of Business where a final Action of Record is anticipated at a later date. All Items of Business tentatively acted upon by the Board shall be considered bound by the tentative action if not otherwise reconsidered by the Board within three (3) calendar months of the date of the tentative action.

o. A motion to Table an Item of Business for consideration at a future meeting, or to remain Tabled indefinitely may be made either as a primary or substitute motion but not by consensus agreement. An action to Table an Item of Business to a later time within the same meeting may be passed by consensus agreement of a majority of Board members present.

8.5. The following protocols will be followed at meetings of the Board:

a. Official meetings of the Board are open to public observation and, as set out herein, public participation. When not addressing the Board and/or attending public as herein described, those present at an official meeting shall be respectful of the rights of others.

b. Board members are to be polite and courteous in addressing other members of the Board and all those present at Board meetings, and all Board members are to maintain proper decorum in their conduct at meetings of the Board (i.e., refrain from "name calling", derogatory remarks and other forms of personal affronts).

c. Those persons and organizations with Items of Business before the Board should be represented at an official meeting if so requested by the Board of Supervisors, individual members of the Board, the County Administrator, County Attorney, or any person acting on behalf of these.

d. Those persons and organizations with Items of Business before the Board may address the Board upon recognition and invitation of the Chairman to approach the Podium, where upon they shall identify themselves, any title and organization they represent, and provide a mailing address to facilitate any correspondence needed subsequent to the Item of Business. As a guideline, presentations to the Board pursuant to an Item of Business should be limited to ten (10) minutes. The Chairman at his discretion may end a presentation after

such time has elapsed or may permit continuation of it. The Board by Action of Record may overrule the Chairman's decision in this regard.

e. The discourse of those presenting at the Podium shall be made part of the Minutes of the Meeting subject to Article 9 of these By-laws.

f. Those individuals of the public attending any official meeting of the Board of Supervisors without an approved Item of Business on the Meeting Agenda or modification thereof shall not be permitted at the Podium at any time other than during the Open portion of a public hearing. No person shall address the Board during an official meeting from the audience unless recognized by the Chairman.

g. At any official meeting of the Board where a public hearing is set on the Meeting Agenda, or a Public Hearing of the Board pursuant to Article 6.4, the Chairman shall first permit general presentation and discussion of the matter of the public hearing from the Podium and/or from the Board Table. At the conclusion of such presentation/ discussion, the Chairman shall Open the public hearing and invite those of the public attending the meeting to the Podium to comment.

h. At the discretion of the Chairman, or with the consensus agreement of the majority of the Board, those speaking during the open portion of a public hearing or during an open public comment period, may be limited to a specified length of time for comments at the Podium. The Chairman at his discretion may provide a verbal advisory to a speaker at the Podium when thirty (30) seconds remain of the specified time to conclude comments. During public hearings, speakers may address the Board only on matters pertaining or germane to the issue for which the public hearing is being held. No speaker is to engage in political statements, personal attacks upon members of the Board of Supervisors, county employees or officials, or any other person, nor are speakers entitled to use abusive language or discuss matters outside the issue for which the public hearing is being held. Violation of this rule shall enable the Chairman by directive to take appropriate measures to rule the speaker out of order and to have the speaker removed from the meeting, if necessary and take such other steps the Chairman deems appropriate, including bringing appropriate charges against the person and bringing the charges in the name of the Board of Supervisors.

i. No discourse at a public hearing, whether during general presentation and discussion or during the Open portion of the hearing is required to be entered into the Minutes unless conducted at the Podium.

j. Upon conclusion of speakers at the Podium, the Chairman shall close the public hearing. A motion and majority vote of a quorum of Board members present at a public hearing shall overrule the Chairman's decision to close the public hearing or to limit speakers, in which event speakers may continue until the Board by majority vote ends the public hearing. A motion and majority vote of a quorum of Board members present shall also close the public hearing in this event. An Action of Record may be taken at the close of a public hearing at the discretion of the Board. Board Member Reports shall facilitate the presentation of comments, reports and proposed Items of Business not otherwise part of the Meeting Agenda by individual Board members in round table fashion. Matters may be presented for information, discussion and action and/or scheduled for further consideration as an Item of Business at a future meeting of the Board. When speaking during Board Member Reports,

Board members shall be limited to ten (10) minutes, at which time the Chairman may at his discretion suspend further presentation from the Board member and request action by consensus agreement of Board members present at the Board Table to permit additional time to conclude the presentation. No Board member shall yield time or place under Board Member Reports to any other Board member or other person. No member of the Board shall have any other position reserved for them on the Meeting Agenda other than under Board Member Reports.

8.6. The Board may at its discretion adopt specific rules and procedures relative to the conduct of certain types of public hearings other than those set forth in this Article. Such specific rules and procedures shall be adopted in the manner prescribed for amendment of these By-Laws set forth in Article 13 and shall become part of these By-Laws upon adoption. Where a public hearing is conducted by another party on behalf of or before the Board, the rules and procedures governing that public hearing shall be as prescribed by the party conducting it.

**Article 9. Minutes of the Meetings of the Board of Supervisors**

9.1. At all official meetings of the Board at which a quorum is present Minutes of the meeting shall be taken and shall be approved by the Board and recorded in the office of the Cumberland County Administrators Office.

9.2. Public Information Meetings and Workshop Meetings as defined in these By-laws may be recorded as Minutes at the direction of the Board. At any such meeting where an Action of Record is taken, Minutes shall be taken and approved by the Board and recorded.

9.3. Pursuant to § 15.2-1536 and § 15.2-1538 of the Virginia Code, the County Administrator shall serve as Clerk of the Board and shall carry out the duties specified in § 15.2-1539 of the Virginia Code. The County Administrator may designate a Recording Clerk to take and prepare the Minutes of the Board and to assist in the exercise of the office of Clerk of the Board. Minutes shall be prepared on the basis of both written notes and audio recordings. Where technically possible, audio recordings shall be made of all official meetings of the Board, subject to the provisions of Paragraph 9.2 of this Article. The specific language of the Minutes of any given meeting shall be at the discretion of the County Administrator, who shall endeavor to render the Minutes in the most accurate and neutral way possible. The County Administrator shall review and correct all Minutes prior to dissemination to the Board for adoption.

9.4. The Board may at its discretion generally prescribe the form and content of the Minutes of its meetings in keeping with professionally accepted standards for it. At minimum, the Minutes shall contain the styling of the Item of Business stated on the Meeting Agenda or modification thereof, the Action of Record, the vote by individual member or consensus expression of the Board, or directive of the Chairman. Where practical, a brief synopsis of any discussion of the Item of Business shall also be included.

9.5. Minutes of any meeting shall generally be presented at the next or following Regular Meeting of the Board where at least five (5) working days exist between the successive meetings.

9.6. Minutes shall not be considered official until approved by the Board and recorded. After approval of the Board but prior to recordation, the County Administrator may make additions or corrections to the Minutes that do not materially affect the substance or content of the Minutes. These include, but are not limited to: correction of mis-spellings, typographical errors and incorrect grammar; page renumbering; clarification of content and errors of omission. Should evidence of an

error in a recorded vote be discovered after approval but prior to recordation, the County Administrator shall attempt to verify it and correct by the best available means, including corroboration by individual Board members and other reliable witnesses to the meeting.

9.7. Should an error or evidence of an error in the Minutes of any Meeting of the Board be discovered after recordation, the County Administrator shall bring the error before the Board at the next official meeting as is practical. The Board by vote of a majority of those members present at the meeting at which the error was made shall correct the Minutes by amendment. Members of the Board not present at said meeting shall abstain from voting on the correction. Should no majority of Board members present at the meeting in which an error was made in the Minutes be or remain seated as members of the Board, a majority vote of the presently seated Board members shall then correct the Minutes by amendment.

9.8. Amendment to the recorded Minutes of any Meeting shall be entered as an Action of Record in the Minutes of the Meeting at which the amendment was made. In addition and where practical as determined by the County Administrator or Recording Clerk, the recorded Minutes shall be altered to include the amendment, either by insertion of a new, corrected page in sequence or by separate Amendment Addendum at the beginning or first page of the recorded Minutes of the Meeting to be corrected. Whether by insertion of a new corrected page or by Amendment Addendum, the correction shall be clearly documented as a correction of previously recorded Minutes, indicating the first date of recordation, the date of Board action to amend the Minutes, and the date of recordation
of the amended Minutes.

9.9. When audio recordings of Board meetings are made, the County Administrator shall cause their preservation for a period of time not to exceed two (2) calendar years from the date of the meeting, at which time they may be discarded. Where preserved, audio recordings shall be considered publicly accessible without charge upon prior appointment for review through the office of County Administrator.

9.10. When video recordings of Board meetings or portions thereof are made, the preservation of said recordings shall be at the discretion of the County Administrator. The Board may at its discretion direct the preservation of specific recordings, and the County Attorney may request preservation of specific recordings only if such recordings are needed to support legal proceedings, pending or anticipated.

9.11. Verbatim transcription of the proceedings of any meeting in its entirety shall not be undertaken except by majority vote of the Board and only in instances where excerpted verbatim transcriptions of a portion or portions of the proceedings are insufficient to address the need. Any verbatim transcription generated, whether of an entire meeting or portion(s) thereof, shall not be adopted or made part of the official Minutes of any meeting.

9.12. Individual members of the Board and the County Attorney may request excerpted verbatim transcription of a portion or portions of any meeting through the County Administrator. If requested by a member of the Board, the County Administrator and/or the Recording Clerk will make a reasonable effort to generate a requested transcription prior to any subsequent meeting of the Board; the generation of such transcription is subordinate to the preparation and review of the Minutes and other duties and responsibilities of the involved personnel. A request by the County Attorney shall

be made only if such transcription is needed to support legal proceedings, pending or anticipated. The County Administrator at his discretion may make any verbatim transcription requested generally available to all members of the Board.

9.13. Unapproved Minutes shall be released publicly upon incorporation into and completion of the Meeting Agenda Book. At the discretion of the County Administrator, unapproved Minutes may be released publicly at an earlier time; availability of completed unapproved Minutes shall not compel release at such earlier time.

9.14. No recording device shall be used during any Closed Meeting of the Board unless the majority of the members of the Board present at the meeting vote to allow recording of the Closed Meeting. Any such recording shall remain in the sole custody of the County Administrator, County Attorney, Chairman or other member of the Board designated by the Board.

**Article 10. Appointments of the Board of Supervisors**

10.1. The Board at its discretion may, and where required and in accordance with the Virginia Code or other law, shall from time to time establish and make appointments of its members and other persons to various positions, groups, organizations, committees, advisory boards and other bodies, both formal and informal, for such purposes as are in the interest of the Board and county.

10.2. Except as otherwise provided in these By-laws or other law, appointments of the Board may be made at any official meeting upon motion and majority vote of a quorum of the Board and recorded as an Action of Record.

10.3. Except as otherwise provided by Action of Record or by law, all appointees of the Board shall be authorized and expected to represent the interests of the Board and county in all matters to which their appointment is charged.

10.4. Except as otherwise provided by law, all appointments of the Board shall discharge their duties with diligence, and may be removed prior to the end of the term of said appointment by motion and majority vote of a quorum of the Board and recorded as an Action of Record. Any vacancy in an appointment shall be filled in the manner as the original and for the remainder of the original term of the appointment.

10.5. Pursuant to § 44-146.19 B. 2. of the Virginia Code, the Board at the Annual Meeting shall appoint one of its members or the County Administrator to be Director of Emergency Services of the county. The Director shall serve in that capacity until the next Annual Meeting, at which time he may be reappointed or a successor appointed at the pleasure of the Board. A vacancy in the Director's position may be filled by a majority vote of the Board at any Regular or Special Meeting. The Director may be removed from that position and a successor appointed to fill the remainder of the original term by majority vote of the Board at any official meeting. During an impending or declared state or local emergency, in the absence of the Director of Emergency Services, the Chairman or Vice-Chairman of the Board shall assume the duties and responsibilities of that position pursuant to the Virginia Code. In the event either the Chairman or Vice-Chairman is the Director, the County Administrator shall serve as the third designee to assume responsibility in the absence of the Chairman or Vice-Chairman. In the absence of the Chairman, Vice-Chairman and County Administrator, any member of the Board may act in the capacity of Director of Emergency Services until such time as one of these three officials is able to assume the position. The Director of Emergency Services or any member of the Board acting in such capacity shall exercise only those

powers granted in § 44-146.21 of the Virginia Code. The Emergency Services Coordinator of the county shall be an administrative employee of the office of County Administrator, subject to the personnel policies of the Board.

10.6. The Board shall officially recognize no prerogative of any of its members to make or nominate appointments to any group, organization, committee, advisory board or other body except in accordance with the provisions of these By-laws or other law.

**Article 11. Committees and Advisory Boards of the Board of Supervisors**

11.1. Pursuant to § 15.2-1411 of the Virginia Code, the Board may at its discretion establish Committees of the Board and Advisory Boards by Resolution and vote of a majority of the Board members at any official meeting. Committees may be solely composed of members of the Board or may be jointly composed of Board members and other individuals appointed or otherwise authorized to participate in Committee activities. Board approval of such other individuals is not required unless specified by Resolution. Advisory Boards shall be composed persons other than members of the Board and may include other individuals appointed by Advisory Board members to participate in Advisory Board activities. Board approval of such other individuals is not required unless specified by Resolution. Board members may be appointed as ex-officio members of Advisory Boards.

11.2. A Resolution establishing any Committee shall state the purpose and scope of activities of the Committee, including any specific responsibilities for and grant of authority to pursue the matter for which it has been established. The Resolution shall state the composition of the members of the Committee, either by name or title, and may designate who shall chair the Committee, by name or title. No member of the Board shall be appointed to a Committee if not present at the meeting at which appointments are made. A majority vote of a quorum of the Board is needed to appoint Committee members.

11.3. Unless otherwise specified within the establishing Resolution, Committees shall be reestablished and Committee appointments made at each Annual Meeting of the Board. Failure to reestablish dissolves the Committee as of adjournment of the Annual Meeting. Appointments to Committees may be for successive terms.

11.4. Unless otherwise specified within the establishing Resolution, Committees shall organize and direct their own affairs in the manner that their members deem appropriate to the matters that they are charged. These include, but are not limited to, adoption of Committee by-laws or procedures, designation of Committee officers, the taking of Minutes of Committee meetings, the appointment of sub-committees or working groups, solicitation of assistance in pursuit of Committee matters, and such other things as deemed appropriate by Committee members.

11.5. Meetings and activities of Committees shall be open to the public. Any Committee, when conducting business matters which are exempt from public disclosure pursuant to the Virginia Code may sequester itself for all or a portion of the Committee meeting at which such matters are being discussed.

11.6. Advisory Boards shall be subject to the provisions governing Committees of the Board as set forth in this Article.

11.7. The Board at its discretion may establish compensation for all Committee and Advisory Board members not to exceed fifty ($50.00) dollars per meeting pursuant to § 15.2-1411 of the Virginia Code. Such compensation shall be specified in the Resolution establishing the Committee or Advisory Board, subject to Board appropriation of funds. Unless specified, no Committee or Advisory Board member shall receive compensation.

11.8. Committees of the Board and Advisory Boards shall only be established pursuant to this Article. Nothing herein shall be construed so as to prevent meetings or consultations by and between members of the Board, county administrative officials and employees and other parties for the purpose of pursuing matters of interest to the Board and county which are otherwise consistent with Virginia law.

**Article 12. Offices of County Administrator and County Attorney**

12.1. Pursuant to § 15.2-1536 of the Virginia Code, the Board shall appoint a County Administrator and a County Attorney. The County Administrator and County Attorney shall be employees of the Board, serving at the pleasure of the Board, and shall have their compensation established by the Board.

12.2. The County Administrator shall be the chief administrative officer for the county pursuant to § 15.2-1540 of the Virginia Code. The County Administrator shall exercise all powers, duties and responsibilities pursuant to § 15.2-407 and § 15.2-1541 of the Virginia Code and in accordance with the County Code and Board policies.

12.3. The County Attorney shall exercise all powers, duties and responsibilities pursuant to § 15.2-1542 of the Virginia Code and in accordance with the County Code and Board policies.

12.4. In the event of vacancy in the office of County Administrator due to death, resignation or removal from office, the Assistant County Administrator shall assume responsibility as Acting County Administrator until such time as the Board shall again fill that office. At the Board's discretion upon motion and vote of a majority of Board members at any Regular or Special Meeting, a county administrative employee other than the Assistant County Administrator may be designated as Acting County Administrator. The Assistant County Administrator is designated Deputy Clerk of the Board pursuant to § 15.2-1502 of the Virginia Code for the limited purpose of serving as Clerk to the Board in the temporary absence or unavailability of the County Administrator.

12.5. In the event of vacancy in the office of County Attorney due to death, resignation or removal from office, the Board may engage the services of private legal counsel to serve in the capacity of Acting County Attorney until such time as the Board shall again fill that office. In the event of the temporary absence or unavailability of the County Attorney, the Board authorizes the County Administrator at his discretion to engage the services of private legal counsel as necessary to represent the Board and county.

**Article 13. Adoption and Amendment of By-laws of the Board of Supervisors**

13.1. Upon adoption, the provisions of these By-laws shall take effect immediately and shall continue until amended or re-adopted. The full text of these By-laws shall be made part of the Minutes of the Meeting at which they were adopted.

13.2. Amendment to these By-laws may be made as an Item of Business on the Meeting Agenda or modification thereof at any Regular Meeting, Adjourned Meeting, Special Meeting, Called Special

Meeting, and/or Rescheduled Meeting of the Board. Amendment to these By-laws shall be by vote of a majority of Board members and recorded as an Action of Record. Unless otherwise specified, any amendment is effective upon adoption; no amendment shall be made retroactively effective. The full text of an amendment to these By-laws shall be made part of the Minutes of the Meeting at which they were adopted.

**Article 14. Limitations of By-laws of the Board of Supervisors**
14.1. If any provision or requirement of these By-laws be found inconsistent with the provisions of the Virginia Code, the County Code, or any other law or statute, it shall be deemed void. In this event, all remaining provisions of these By-laws shall remain in full force and effect.

**Article 15. Adoption and Amendment of General Policies and Operational Procedures of the Board of Supervisors**
15.1 The Board may from time to time adopt such other General Policies and Operational Procedures as it deems necessary and appropriate to its conduct and to matters under its charge, such policies and procedures being consistent with these By-laws and other law.

15.2. Matters that the Board may address by General Policies and Operational Procedures generally shall be those not otherwise addressed by law but which are material to the conduct, operation and interests of the Board or county.

15.3. Adoption and amendment of General Policies and Operational Procedures shall be made in a manner similar to that prescribed for the By-laws of the Board as set out in Article 13 and subject to the limitations set out in Article 14 herein.

--- NOTHING FOLLOWS –

Vote: Mr. Stanley – aye
Mrs. Tyree – aye
Mr. Saunders – aye
Mr. Tavernier – aye
Mr. Brooks – aye

c. Review and approve Code of Ethics and Standards of Conduct

On a motion by Supervisor Brooks, and seconded by Supervisor Tyree, the Board approved the Board's Code of Ethics and Standards of Conduct:

**CODE OF ETHICS AND STANDARDS OF CONDUCT**
**FOR MEMBERS OF**
**THE CUMBERLAND COUNTY BOARD OF SUPERVISORS**

***Adopted January 14, 2020***

## CODE OF ETHICS

Recognizing that persons who hold public office have been given a public trust and that the stewardship of such office demands the highest levels of ethical and moral conduct, any person serving on the Cumberland County Board of Supervisors will adhere to the following Code of Ethics.

1.) Uphold the Constitution, laws and regulations of the United States and all governments therein and never knowingly be a part of their evasion.

2.) Put loyalty to the highest moral principles and to the county as a whole above loyalty to individuals, district, or particular groups.

3.) Give a full measure of effort and service to the position of trust for which stewardship has been granted; giving earnest effort and best thought to the performance of duties.

4.) Seek to find and use the most equitable, efficient, effective, and economical means for getting tasks accomplished.

5.) Adopt policies and programs that support the rights and recognize the needs of all citizens regardless of race, sex, age, religion, creed, Country of origin or disability.

6.) Avoid adopting policies, supporting programs, or engaging in activities that discriminate against or offend individuals because of race, sex, age, religion, creed, Country of origin, or disability

7.) Ensure the integrity of the actions of the Board of Supervisors by avoiding discrimination through the dispensing of special favors or unfair privileges, to any one whether for remuneration or not. A member should never accept for himself or family members, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of governmental duties.

8.) Make no private promises of any kind binding upon the duties of any office, since a public servant has no private word which can be binding on a public duty.

9.) Engage in no business with the County Government, or the school system either directly or indirectly, which is inconsistent with the conscientious performance of government duties except as may be consistent with the conflict of interest statutes in the Code of Virginia.

10.) Never use any information gained in confidentiality in the performance of governmental duties as a means of making private profit.

11.) Expose through appropriate means and channels, corruption, misconduct, or neglect of duty whenever discovered.

12.) Adhere to the principle that the public's business should be conducted in the public view by observing and following the letter and spirit of the Freedom of Information Act using closed sessions only to deal with the sensitive personnel, legal matters, contractual matters by the Code of Virginia.

13.) Avoid using the position of public trust to gain access to the media for the purposes of criticizing colleagues, citizens or personnel, impugning their integrity, or vilifying their personal beliefs.

14.) Make sure, when responding to the media, that a clear distinction is made between personal opinion or belief and a decision made by the Board.

15.) Review these principles orally and in public session at the annual organizational meeting each year.

16.) Pledge to honor and uphold these principles, ever conscious that public office is a public trust.

## STANDARDS OF CONDUCT

Recognizing that persons holding a position of public trust are under constant observation by the media and interested county residents, and recognizing that maintaining the integrity and dignity of the public office is essential for maintaining high levels of public confidence in our institutions of government, every current and future member of the Board of Supervisors will adhere to the following Standards of Conduct:

1.) Avoid during public meetings and during the performance of public duties the use of abusive, threatening, or intimidating language or gestures directed at colleagues, citizens, or personnel.

2.) Pay all taxes due to the County, State, or National Government.

3.) Avoid a private lifestyle that causes public doubt upon the integrity and competence of the County Government.

4.) Make a conscientious effort to be well prepared for each meeting.

5.) Recognizing the dignity of each individual, the Board shall attempt to avoid offering public criticism of colleagues or County employees.

6.) Work to create a positive environment in public meetings where citizens will feel comfortable in their roles as observers or participants.

7.) Maintain an attitude of courtesy and consideration toward all colleagues and staff during all discussions and deliberations.

8.) Be tolerant. Allow citizens, employees or colleague's sufficient opportunity to present their views.

9.) Be respectful and attentive. Avoid comments, body language or distracting activity that conveys a message of disrespect for the presentations from citizens, personnel, or colleagues.

10.) Be concise. Avoid the practice of taking more time to address an issue before the body than is necessary and essential for an adequate consideration of those matters being discussed.

11.) Provide appropriate mechanisms for disciplining members who violate the code of ethics and standards of conduct by using, as a final measure of discipline, censure or removal from the position.

12.) Board members will follow the procedure of communicating directly with the County Administrator and/or the Chairman of the Board on all County matters.

## CITIZENS AND MEDIA CONTACTS

1.) In responding to questions, from the media or citizens, Board members should:

a.) Remind the listener that they are not speaking for the entire Board;

b.) Clarify their position on a particular item;

c.) Make "no public comment" on closed session matters in reference to individuals, real estate, and other areas addressed pursuant to Section 2.2-3711 of the Code of Virginia.

2.) Each Board member must remember that personnel matters are to remain confidential and that it is the obligation of the Board and its membership to protect the privacy of the individual.

3.) The Board will focus on issues and avoid making public comments about individuals, staff members, fellow Board members, community residents or media representatives. The Board Chairman should be the main contact for County matters. When requested to do any interview, the Board member asked, should contact the Chairman and the County Administrator to tell them of the nature of the interview. In turn, they will tell the other Board members of the circumstances of the interview. This

procedure does not preclude any member from responding to individual questions from the media.

Vote: Mr. Stanley – aye
Mrs. Tyree – aye
Mr. Saunders – aye
Mr. Tavernier – aye
Mr. Brooks – aye

d. Review Committee appointments

On a motion by Supervisor Saunders, and seconded by Supervisor Tavernier, the Board approved the Committee appointments:

**Cumberland County Board of Supervisors**

**Calendar Year 2019 Board and Commission Assignments**

| Board / Commission | Board Representative | Staff Representative |
|---|---|---|
| Events Committee (Inactive) | Mrs. Tyree | |
| Landfill Advisory Committee (Inactive) | | |
| Civil Rights Committee (Inactive) | | |
| Chief Local Elected Officials (CLEO) | VACANT | Mr. Unmussig |
| Cobbs Creek Project (Not a Committee – Board has a liaison) | Mr. Brooks | Mr. Duncan |
| Community Policy Management | | Mr. Unmussig |
| Crossroads Community Services | Mr. Saunders | |
| Planning Commission | Mr. Brooks | Mr. Duncan |
| Library Board of Trustees | VACANT | |
| Emergency Services Committee | Mr. Tavernier | |
| Farmville Area Chamber of Commerce | Mr. Stanley | |
| Heartland Authority | Mr. Stanley | |
| Economic Development Authority | Mr. Stanley | |
| Leadership Class Steering Committee (Inactive) | | |
| Local Emergency Planning Committee | Mr. Tavernier | |
| Museum Advisory Board (?) | VACANT | |
| Piedmont Court Services | | Sheriff Hodges |
| Piedmont Regional Jail Authority | Mr. Saunders | Mr. Unmussig |
| Piedmont Juvenile Detention Center Board | Mr. Saunders | Mr. Unmussig |
| Recycling Task Force (Inactive) | | |
| Resource Conservation & Development (Inactive) | | |
| Sesquicentennial Committee (Inactive) | | |
| Social Services Board | Mrs. Tyree | |
| Water & Sewer Advisory Board (Meets as needed) | Mr. Brooks | Mr. Saxtan |
| Wireless Authority (Inactive) | | |

Vote: Mr. Stanley – aye Mr. Tavernier – aye
Mrs. Tyree – aye Mr. Brooks – aye
Mr. Saunders – aye

e. Review Goals and priorities

On a motion by Supervisor Tyree, and seconded by Supervisor Saunders, the Board approved the 2020 Goals & priorities:

**CUMBERLAND COUNTY**

**BOARD OF SUPERVISORS**

**2020 GOAL/PRIORITIES**

Adopted January 14, 2020

- Attract **selected** business/industrial development to create jobs and build tax base
- Continue implementing technology infrastructure – including wireless hot spots
- Identify and seek to develop needed senior programs
- Build a greater presence with the general assembly
- Encourage volunteer recognition/reward program
- Establish parks & recreation areas including playground equipment
- Conduct retreats - improve working relationships
- Help with school budget without increasing tax burden
- Expand satellite SVCC campus
- Conduct periodic reviews with surrounding communities
- Encourage Longwood University expansion into Cumberland
- Identify and approve rural preservation/agricultural areas
- Leverage High Bridge trail for economic development
- Seek out grants for expanding the water and sewer system
- Seek to accomplish goals without increasing tax burden on citizens or County indebtedness

Vote: Mr. Stanley – aye Mr. Tavernier – aye
Mrs. Tyree – aye Mr. Brooks – aye
Mr. Saunders – aye

## 8. State and Local Department/Agencies

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

In Dr. Griffin's absence, Dr. Chip Jones gave the following report to the Board:

- Welcomed new Board members – Ms. Anderson and Ms. Tillett
- The Supervisors and School Board held a joint swearing in ceremony
- The School System held a reception for outgoing Board members Mrs. Tyree and Mr. Reid
- Cumberland Elementary School recently held their winter musical
- Longwood hosted a softball camp the weekend of January 4

b. VDOT

Steve Snell, Assistant Residency Engineer, welcomed the new Board, and mentioned that a workshop to discuss the Secondary Six-Year Plan is necessary in the near future. The Chairman, Supervisor Stanley, asked for clarification on when VDOT will remove debris or carcasses from the roadway. Mr. Snell stated that anything within the VDOT right-of-way, which typically ends after the ditch, VDOT will remove. Anything beyond the ditch is private property. Mr. Snell also recommends using 511 or the website www.virginiadot.org to submit a work ticket for repairs needed or debris in the roadways.

Supervisor Tavernier asked if the bridge reclassification project was still moving forward. Mr. Snell responded in the affirmative.

c. Cumberland Public Library

Mrs. Lisa Davis, Library Director, welcomed the new Board, and asked for questions from the Board. She welcomed any suggestions on how the library can assist the residents. They will soon host a computer basics class.

d. Ms. Kelly Snoddy, Peter Francisco Soil & Water Conservation District

Ms. Kelly Snoddy, provided the Board with, and reviewed the 2019 Annual Update and Report for Peter Francisco Soil & Water Conservation District.

e. Mrs. Doris Seal, Cumberland Community Cares

Mrs. Seal, President of Cumberland Community Cares, provided the Board with an overview of the Food Bank, and the different programs that Cumberland Community Cares provides to the community.

## 9. Public Hearing Notices/Set Public Hearings

N/A

## 10. Public Hearings

N/A

## 11. County Attorney/County Administrator Report

a. Consent Agenda

1) Approval of Bills for December 2019 and January 2020. Approved bills for January 14, 2020 total $228,996.36. Ratified bills for December 11, 2019 through January 13, 2020 of warrants total $337,895.31, Direct Deposits total $159,348.72, all with check numbers ranging from 81275-81543.

2) Approval of Minutes – December 10, 2020

On a motion by the Chairman, and seconded by Supervisor Tyree, the Board approved the consent agenda as presented:

Vote: Mr. Stanley – aye
Mrs. Tyree – aye
Mr. Saunders – aye
Mr. Tavernier – aye
Mr. Brooks – aye

b. Set public hearings for February 11, 2020 to consider leases of county property for the Cumberland Clothes Closet, James River Therapeutics, Bear Creek Academy, and Cumberland Christmas Mother

On a motion by the Chairman, and seconded by Supervisor Tavernier, the Board set a public hearing for February 11, 2020 to consider leases of county property for the Cumberland Clothes Closet, James River Therapeutics, Bear Creek Academy, and the Cumberland Christmas Mother:

Vote: Mr. Stanley – aye
Mrs. Tyree – aye
Mr. Saunders – aye
Mr. Tavernier – aye
Mr. Brooks – aye

c. Appointments to the South-Central Workforce Development Board

On a motion by the Chairman, and seconded by Supervisor Tyree, the Board tabled action until the next regular meeting of the Board to be held on February 11, 2020:

Vote: Mr. Stanley – aye
Mrs. Tyree – aye
Mr. Saunders – aye
Mr. Tavernier – aye
Mr. Brooks – aye

## 12. Finance Director's Report

a. Monthly budget Report

There was no discussion regarding the monthly budget report.

b. Request for appropriation of grant funds to CCPS - $65,507.00

On a motion by Supervisor Tavernier, and seconded by the Chairman, the Board approved an appropriation of grant funds the Cumberland County Public Schools in the amount of $65,507.00:

Vote: Mr. Stanley – aye
Mr. Tavernier – aye
Mrs. Tyree – aye
Mr. Brooks – aye
Mr. Saunders – aye

## 13. Planning Director's Report

a) Planning Project Update

There was no discussion regarding this item.

## 14. County Attorney's Report

N/A

## 15. Old Business

N/A

## 16. New Business

N/A

## 17. Public Comments

Ms. Gina Martin asked about the sale of Green Ridge/County Waste and asked if the Canadian Company had been vetted. She also asked if the county would allow the new company to make changes to the Host Community Agreement.

Mrs. Patty Pedrick requested the Board remove the Land Use Program and stated that since 2000, the county has lost $700,000 in revenue due to the program.

Mr. Bernard Pond congratulated the new board members.

Mrs. Betty Myers stated that the meeting between the new Board and Green Ridge/County waste was not published, and questioned the ability to provide the new Board members with information before they were sworn in. She asked why the Board did not notify the citizens at the December 10, 2019 meeting.

County Administrator, Don Unmussig, clarified that staff provided the incoming Board members with weekly training sessions beginning after the election to ensure the Board was ready to go at the beginning of the year.

Mrs. Betty Myers stated that the new Board was already being non-transparent, and requested the presentation that was presented to the new Board from Green Ridge on December 9, 2019 to be made available to the public. Mr. Unmussig stated that he would release the requested document.

Ms. Mary Washington supported Mrs. Myers comments, and suggested staggered terms for Board members and allowing citizens to park on Rt. 60 in front of the Courthouse during public meetings. She also suggested affordable housing for the elderly, like a retirement community.

Ms. Barbara Speas stated that if not for the Land Use Program, she county not afford to be the small farmer she is. She states that citizens have been most upset with the Supervisors lack of transparency, withholding information and being talked down to. She states that the previous board was underhanded

and did things just legal enough to get by. Lastly, she asked that the new Board be open to hearing the citizens' concerns.

Mr. Cecil Youngblood stated that the current Host Community Agreement is grossly under profitable, and offered to provide proof in writing. He states that according to the Host Community Agreement, the Board has a fourteen-day window to renegotiate or nullify the Agreement.

Mr. Michael Scales states that he opposed the landfill and is working with two groups to stop it. He voiced his concern over the Pine Grove School and states that the landfill is an environmental injustice. He encouraged the Board to get out of the Host Community Agreement as it is inconsistent and has many loopholes.

Ms. Gina Martin stood up and asked if the sale of Green Ridge/County Waste had been completed and whether the County would now have a Charter. Mr. Youngblood stated that since the county did not have a Charter, the citizens could not get the landfill on a referendum.

## 18. Board Member Comments

Supervisor Tyree told the citizens that as a Board, "We hear you; we feel you…" Change will take time, and asked the citizens to work with them.

## 19. Adjourn into Closed Meeting

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

- Pursuant to VA Code § 2.2-3711.A.1: Personnel;
  Subject: Discussion regarding the employment contract of the County Administrator and County Attorney

Subject: Discussion regarding changes in duties & assignments of multiple positions and departments

## 20. Reconvene in Open Meeting

The Board returned to regular meeting on a motion by Supervisor Tavernier, and seconded by Supervisor Tyree.

A motion was made by Supervisor Tavernier, seconded by Supervisor Tyree and adopted by the following vote:

Mr. Stanley - aye
Mr. Tavernier – aye
Mr. Tyree – aye
Mr. Brooks - aye
Mr. Saunders - aye

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

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

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

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

Cumberland County.

## 21. Action on Closed Session Items

On a motion by Supervisor Tyree, and seconded by Supervisor Taverner, the Board accepted the contracts for County Administrator, Don Unmussig, and County Attorney, Brian Butler:

Vote: Mr. Stanley – aye
Mrs. Tyree – aye
Mr. Saunders – aye
Mr. Tavernier – aye
Mr. Brooks – aye

## 22. Additional Information

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

## 23. Adjourn –

On a motion by Supervisor Tyree, seconded by Supervisor Tavernier, and carried unanimously, the Board adjourned until the next regular meeting of the Board to be held on February 11, 2020 in Court Room A of the Cumberland Courthouse:

Vote: Mr. Stanley – aye
Mrs. Tyree – aye
Mr. Saunders – aye
Mr. Tavernier – aye
Mr. Brooks – aye

_____
Brian Stanley, Chairman

_____
Don Unmussig, County Administrator

**DATE:** **January 7, 2020**

**TO:** **Cumberland County Board of Supervisors**
**Mr. Don Unmussig, County Administrator**

**FROM:** **Stephany S. Johnson, Deputy Clerk**

**RE:** **Appointments needed for the Central Virginia Workforce Investment Board (WIB)**

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**Information**

Cumberland County has two vacancies on the South-Central Workforce Development Board, formerly known as the Workforce Investment Board (WIB). The appointments are for individuals who can represent the County regarding matters relating to staffing and employment.

**Recommendation**

Appoint two (2) Cumberland residents to represent Cumberland on the South-Central Workforce Development Board for a 2-year term beginning February 1, 2020 and expiring on January 31, 2022.

**DATE:** **January 28, 2020**

**TO:** **Cumberland County Board of Supervisors**
**Mr. Don Unmussig, County Administrator**

**FROM:** **Stephany S. Johnson, Deputy Clerk**

**RE:** **Appointments needed for STEPS**

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**Information**

STEPS is the designated community action agency for Cumberland and provide many services to our residents. Federal law requires STEPS to seat a Tripartite Board comprised of 1/3 elected officials or their appointee; 1/3 individuals who have been democratically elected to represent citizens in poverty, and 1/3 filled by those with expertise needed by the Board. Sharon Harrup, President & CEO of STEPS, is respectfully requesting the Board consider Mr. Jerry Seal for appointment to this Board as he has actively served in the past.

**Recommendation**

Appoint one (1) Board of Supervisors member, or their designee, to the STEPS Board of Directors.

**DATE:** **January 28, 2020**

**TO:** **Cumberland County Board of Supervisors**
**Mr. Don Unmussig, County Administrator**

**FROM:** **Stephany S. Johnson, Deputy Clerk**

**RE:** **Appointments needed for the Piedmont Senior Resources Board of Directors (PSR)**

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**Information**

Cumberland County has two vacancies on the Piedmont Senior Resources Board of Directors. The appointments needed are for one Board of Supervisors member and one other appointment. Historically, the Director of Social Services and a Supervisor served on this Board. Jessica Ownby, Director of Social Services, has expressed willingness to serve in this capacity. PSR Board meets monthly on the third Tuesday at 5:00 p.m. at their office located at 1413 S. Main Street, Farmville.

**Recommendation**

Appoint one (1) Board of Supervisors member and Jessica Ownby, Director of Social Services, to represent Cumberland on the Piedmont Senior Resources Board for a 3-year term.

**DATE:** **January 28, 2020**

**TO:** **Cumberland County Board of Supervisors**
**Mr. Don Unmussig, County Administrator**

**FROM:** **Stephany S. Johnson, Deputy Clerk**

**RE:** **Appointments needed for the Cumberland Library Board of Directors**

---

**Information**

Cumberland County has one vacancy on the Library Board of Trustees. This Board meets quarterly on the second Tuesday at 2pm in the Cumberland Public Library in January, April, July and October. Supervisor Tyree has expressed a willingness to serve in this capacity.

**Recommendation**

Appoint Supervisor Tyree as an ex-officio member of the Library Board of Trustees.

**DATE:** **January 28, 2020**

**TO:** **Cumberland County Board of Supervisors**
**Mr. Don Unmussig, County Administrator**

**FROM:** **Stephany S. Johnson, Deputy Clerk**

**RE:** **Appointments needed for Piedmont Court Services**

---

**Information**

Cumberland County has one vacancy on the Piedmont Court Services Board. Supervisor Saunders has agreed to serve in this capacity.

**Recommendation**

Appoint Supervisor Saunders to the Piedmont Court Services Board.

** GENERAL FUND REVENUES**

Monthly Financial Report To Council For February 2020

| | Estimated 2019/2020 Budget to Date | Actual 2019/2020 Budget to Date | (Over) or Under Budget to Date |
|---|---|---|---|
| Revenue | | | |
| Balance Forward | | 4,472,925.73 | |
| Fund Revenue | 42,010,505.95 | 22,576,964.44 | 19,433,541.51 |
| Total Revenue | 42,010,505.95 | 27,049,890.17 | 14,960,615.78 |
| Expenditures | | | |
| * Board of Supervisors * | 45,037.00 | 25,581.78 | 19,455.22 |
| * County Administrator * | 319,123.00 | 130,334.89 | 188,788.11 |
| * Legal Services * | | 15,582.50 | (15,582.50) |
| * Independent Auditor * | 45,000.00 | 12,564.28 | 32,435.72 |
| * Commissioner of Revenue * | 266,244.00 | 149,706.64 | 116,537.36 |
| * Assessor * | 89,026.00 | 82,768.21 | 6,257.79 |
| * Treasurer * | 318,328.00 | 180,353.24 | 137,974.76 |
| * Accounting * | 172,854.00 | 109,567.87 | 63,286.13 |
| * Data Processing * | 325,165.00 | 164,098.46 | 161,066.54 |
| * Electoral Board * | 26,820.00 | 13,505.12 | 13,314.88 |
| * Registrar * | 92,364.00 | 53,601.80 | 38,762.20 |
| * Circuit Court * | 15,250.00 | 1,410.32 | 13,839.68 |
| * General District Court * | 6,800.00 | 4,029.80 | 2,770.20 |
| * Magistrate * | 625.00 | 168.84 | 456.16 |
| * Clerk of Circuit Court * | 229,751.00 | 137,450.38 | 92,300.62 |
| * Law Library * | 1,200.00 | 588.89 | 611.11 |
| * Victim and Witness Assistance * | 71,376.00 | 699.69 | 70,676.31 |
| * Commonwealth's Attorney * | 228,565.00 | 136,847.44 | 91,717.56 |
| * Sheriff * | 1,838,386.00 | 1,055,080.97 | 783,305.03 |
| * School Resource Officer * | 147,253.00 | 44,174.64 | 103,078.36 |
| * E911 * | 7,600.00 | 91,532.51 | (83,932.51) |
| *Chesterfield Med-Flight Program* | 300.00 | 300.00 | |
| * Forestry Service * | 8,804.00 | 8,804.00 | |
| * CUMBERLAND FIRE & EMS * | 713,020.00 | 376,604.91 | 336,415.09 |
| * Probation Office * | 1,400.00 | 962.63 | 437.37 |
| * Correction & Detention * | 285,000.00 | 172,704.17 | 112,295.83 |
| * Building Inspections * | 149,652.00 | 82,444.14 | 67,207.86 |
| * Animal Control * | 128,224.00 | 64,578.40 | 63,645.60 |
| * Medical Examiner * | 200.00 | 80.00 | 120.00 |
| * Refuse Disposal * | 980,754.00 | 498,502.70 | 482,251.30 |
| * General Properties * | 754,126.00 | 460,645.49 | 293,480.51 |
| * Supplement of Local Health Dept * | 102,552.59 | 49,111.74 | 53,440.85 |
| *Piedmont Senior Resources* | 5,000.00 | 5,000.00 | |
| * Chapter 10 Board - Crossroads * | 37,000.00 | 37,000.00 | |
| * CSA Management * | 35,534.00 | 19,093.14 | 16,440.86 |
| * Community Colleges * | 14,000.00 | | 14,000.00 |
| * Recreation * | 69,830.00 | 32,296.55 | 37,533.45 |
| * Local Library * | 115,450.00 | 115,450.00 | |
| * Planning Commission * | 10,100.00 | 2,164.22 | 7,935.78 |
| * Planning/Zoning Dept. * | 78,411.00 | 44,006.73 | 34,404.27 |
| * Community & Economic Developmnt * | 17,052.00 | 10,252.00 | 6,800.00 |
| * Board of Zoning Appeals * | 650.00 | | 650.00 |

** GENERAL FUND REVENUES**

Monthly Financial Report To Council For February 2020

| | Estimated 2019/2020 Budget to Date | Actual 2019/2020 Budget to Date | (Over) or Under Budget to Date |
|---|---|---|---|
| Expenditures | | | |
| | 14,495.00 | 14,495.00 | |
| * 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 * | 54,397.00 | 27,739.46 | 26,657.54 |
| | 2,500.00 | 2,500.00 | |
| * NONDEPARTMENTAL * | 17,500.00 | 8,077.05 | 9,422.95 |
| **TRANSFERS** | 7,715,734.00 | 4,264,445.84 | 3,451,288.16 |
| COMMONWEALTH'S ATTORNEY | 5,000.00 | 1,505.64 | 3,494.36 |
| SHERIFF | 20,030.00 | 3,360.00 | 16,670.00 |
| HEALTH INSURANCE | 2,888,112.00 | 18,305.92 | 2,869,806.08 |
| * Administration * | 1,670,002.00 | 789,840.18 | 880,161.82 |
| | 16,046,187.36 | 7,169,569.94 | 8,876,617.42 |
| | 1,290,402.00 | 454,794.07 | 835,607.93 |
| * Elementary School - Lit Loan * | 206,667.00 | 206,666.67 | .33 |
| * High/Middle School - VPSA Loan * | 877,501.00 | 877,500.93 | .07 |
| * HS/MS-VPSA LOAN #2 * | 1,226,266.00 | 1,226,166.25 | 99.75 |
| PUBLIC FACILITY NOTE 2009 | 387,987.00 | 325,254.87 | 62,732.13 |
| * AMERESCO * | 158,800.00 | 158,800.00 | |
| * Suntrust Loan - Courthouse * | 249,335.00 | 253,373.47 | (4,038.47) |
| | 825,000.00 | 690,595.64 | 134,404.36 |
| * SEWER FUND - Enterprise Fund * | 278,269.00 | 129,879.34 | 148,389.66 |
| * WATER FUND - ENTERPRISE FUND * | 168,531.00 | 99,695.47 | 68,835.53 |
| COMMUNITY CENTER PURCHASE | 112,464.00 | 94,994.12 | 17,469.88 |
| *SHELL BUILDING* | | 4,097.99 | (4,097.99) |
| | 23,500.00 | 10,881.42 | 12,618.58 |
| Total Expenditure | 42,010,505.95 | 21,241,688.36 | 20,768,817.59 |
| Total Revenues | | | |
| Less Total Expenditures | | 5,808,201.81 | (5,808,201.81) |

REVENUE SUMMARY

7/01/2019 - 2/04/2020

TIME 10:20

| ACCT# | DESCRIPTION | BUDGET AMOUNT | APPR. AMOUNT | CURRENT AMOUNT | Y-T-D AMOUNT | BALANCE | % UNCOLLECTED |
|---|---|---|---|---|---|---|---|
| FUND #-100 | ** GENERAL FUND REVENUES** | | | | | | |
| 1101 | ** Real Estate Taxes ** | 5,868,000.00 | 5,868,000.00 | 139,087.64 | 2,965,689.25 | 2,902,310.75 | 49.45 |
| 1102 | * Real/Personal Public Service * | 900,000.00 | 900,000.00 | 18,645.84 | 407,362.50 | 492,637.50 | 54.73 |
| 1103 | * Personal Property Taxes * | 2,046,500.00 | 2,046,500.00 | 171,266.85 | 1,830,408.00 | 216,092.00 | 10.55 |
| 1104 | * Machinery & Tools * | 275,000.00 | 275,000.00 | 1,332.98 | 227,691.90 | 47,308.10 | 17.20 |
| 1106 | * Penalties & Interest * | 282,000.00 | 282,000.00 | 51,472.12 | 209,723.17 | 72,276.83 | 25.63 |
| 1201 | * Local Sales & Use Taxes * | 500,000.00 | 500,000.00 | 104,102.22 | 350,992.75 | 149,007.25 | 29.80 |
| 1202 | * Consumer' Utility Taxes * | 180,000.00 | 180,000.00 | 29,169.07 | 103,137.94 | 76,862.06 | 42.70 |
| 1203 | * Business License Taxes * | 132,000.00 | 132,000.00 | 13,647.00 | 30,164.91 | 101,835.09 | 77.14 |
| 1204 | * Franchise License Taxes * | 15,000.00 | 15,000.00 | .00 | .00 | 15,000.00 | 100.00 |
| 1205 | * Motor Vehicle License Tax * | 245,000.00 | 245,000.00 | 23,757.31 | 191,351.02 | 53,648.98 | 21.89 |
| 1207 | * Taxes On Recordation & Wills * | 73,500.00 | 73,500.00 | 47,870.93 | 86,355.22 | 12,855.22- | 17.49- |
| 1301 | * Animal Licenses * | 8,000.00 | 8,000.00 | 9,520.00 | 10,143.00 | 2,143.00- | 26.78- |
| 1303 | * Permits & Other Licenses * | 84,900.00 | 84,900.00 | 11,157.89 | 52,166.78 | 32,733.22 | 38.55 |
| 1401 | * Court Fines & Forfeitures * | 150,000.00 | 150,000.00 | 20,761.84 | 67,362.85 | 82,637.15 | 55.09 |
| 1501 | * Revenue From Use Of Money * | 60,000.00 | 60,000.00 | 8,799.75 | 44,668.49 | 15,331.51 | 25.55 |
| 1502 | * Revenue From Use Of Property * | 33,500.00 | 35,520.00 | 1.00 | 14,200.30 | 21,319.70 | 60.02 |
| 1601 | * Court Costs * | 50,360.00 | 50,360.00 | 8,198.41 | 24,845.83 | 25,514.17 | 50.66 |
| 1602 | * Commonwealth's Attorney Fees * | 800.00 | 800.00 | 183.45 | 462.01 | 337.99 | 42.24 |
| 1603 | * Charges For Law Enforcement * | 51,500.00 | 51,500.00 | 1,372.54 | 1,372.54 | 50,127.46 | 97.33 |
| 1604 | *Charges for Fire & Rescue Service* | 200,000.00 | 200,000.00 | 32,659.34 | 93,506.22 | 106,493.78 | 53.24 |
| 1608 | * Charges Sanitation & Removal * | 500,000.00 | 500,000.00 | 104.00 | 400,281.00 | 99,719.00 | 19.94 |
| 1612 | * REC DEPT - ADULT LEAGUE FEES * | .00 | .00 | 2,285.00 | 2,285.00 | 2,285.00- | 100.00- |
| 1613 | * Charges For Parks & Recreation * | 18,500.00 | 18,500.00 | 1,324.25 | 14,750.13 | 3,749.87 | 20.26 |
| 1616 | * Charges For Planning / Com Dev * | 2,000.00 | 2,000.00 | .00 | 75.00 | 1,925.00 | 96.25 |
| 1899 | * Miscellaneous * | 1,173,900.00 | 1,199,891.59 | 8,458.85 | 1,153,741.90 | 46,149.69 | 3.84 |
| 1902 | * Recovered Costs * | .00 | .00 | .00 | 100,000.00 | 100,000.00- | 100.00- |
| 2101 | * Service Charges * | 40,000.00 | 40,000.00 | .00 | 26,866.35 | 13,133.65 | 32.83 |
| 2201 | **NON-CATEGORICAL AID** | 1,281,235.00 | 1,281,235.00 | 60,160.85 | 911,384.62 | 369,850.38 | 28.86 |
| 2301 | * Commonwealth Attorney * | 174,923.00 | 174,923.00 | 29,318.92 | 99,561.68 | 75,361.32 | 43.08 |
| 2302 | * Sheriff * | 620,277.00 | 620,277.00 | 96,214.36 | 331,374.42 | 288,902.58 | 46.57 |
| 2303 | * Commissioner Of Revenue * | 87,248.00 | 87,248.00 | 14,497.78 | 50,150.43 | 37,097.57 | 42.51 |
| 2304 | * Treasurer * | 97,000.00 | 97,000.00 | 16,994.47 | 57,493.74 | 39,506.26 | 40.72 |
| 2306 | * Registrar/Electoral Boards * | 36,726.00 | 36,726.00 | .00 | .00 | 36,726.00 | 100.00 |
| 2307 | * Clerk Of The Circuit Court * | 158,203.00 | 158,203.00 | 31,358.06 | 96,205.57 | 61,997.43 | 39.18 |
| 2308 | * DMV License Agent * | 25,000.00 | 25,000.00 | 4,779.31 | 15,157.73 | 9,842.27 | 39.36 |
| 2404 | **GRANT FUNDS** | 113,377.00 | 113,377.00 | 10,692.27 | 94,020.32 | 19,356.68 | 17.07 |
| 3301 | **GRANT FUNDS** | 63,992.00 | 63,992.00 | .00 | .00 | 63,992.00 | 100.00 |
| | --FUND TOTAL-- | 15,548,441.00 | 15,576,452.59 | 969,194.30 | 10,064,952.57 | 5,511,500.02 | 35.38 |
| FUND #-150 | * Asset Forfeiture Revenue * | | | | | | |
| 1501 | INTEREST-STATE | 30.00 | 30.00 | 17.08 | 35.39 | 5.39- | 17.96- |
| 2402 | ASSET FORFEITURE REVENUE (STATE) | 25,000.00 | 25,000.00 | 764.50 | 6,404.61 | 18,595.39 | 74.38 |
| | --FUND TOTAL-- | 25,030.00 | 25,030.00 | 781.58 | 6,440.00 | 18,590.00 | 74.27 |

REVENUE SUMMARY

7/01/2019 - 2/04/2020

TIME 10:20

| ACCT# | DESCRIPTION | BUDGET AMOUNT | APPR. AMOUNT | CURRENT AMOUNT | Y-T-D AMOUNT | BALANCE | % UNCOLLECTED |
|---|---|---|---|---|---|---|---|
| FUND #-170 * HEALTH INSURANCE FUND BALANCE * | | | | | | | |
| 1902 | HEALTH INSURANCE CONTRIBUTIONS | 2,888,112.00 | 2,888,112.00 | .00 | .00 | 2,888,112.00 | 100.00 |
| | --FUND TOTAL-- | 2,888,112.00 | 2,888,112.00 | .00 | .00 | 2,888,112.00 | 100.00 |
| FUND #-201 ** SOCIAL SERVICES FUND (REVENUE)** | | | | | | | |
| 1899 | * Miscellaneous Revenue * | .00 | .00 | 22.41 | 280.59 | 280.59- | 100.00- |
| 2401 | * Welfare * | 998,561.00 | 998,561.00 | 79,013.50 | 275,751.81 | 722,809.19 | 72.38 |
| 3305 | * Social Services * | 288,146.00 | 288,146.00 | 128,376.93 | 445,781.75 | 157,635.75- | 54.70- |
| 4105 | * Fund Transfers * | 383,295.00 | 383,295.00 | 30,689.81 | 66,771.36 | 316,523.64 | 82.57 |
| | --FUND TOTAL-- | 1,670,002.00 | 1,670,002.00 | 238,102.65 | 788,585.51 | 881,416.49 | 52.77 |
| FUND #-205 ** SCHOOL FUND (REVENUES) ** | | | | | | | |
| 1803 | * Expenditure Refunds * | .00 | .00 | 25,998.03 | 122,085.39 | 122,085.39- | 100.00- |
| 1899 | * Miscellaneous Revenue * | 145,199.00 | 145,199.00 | 17,478.25 | 50,213.62 | 94,985.38 | 65.41 |
| 2402 | * State Education * | 10,199,626.00 | 10,234,626.00 | 1,661,088.95 | 5,480,477.39 | 4,754,148.61 | 46.45 |
| 2404 | * State Education * | .00 | 97,696.36 | 1,162.64 | 3,376.04 | 94,320.32 | 96.54 |
| 3302 | * Education * | 1,663,247.00 | 1,663,247.00 | 168,360.05 | 679,826.57 | 983,420.43 | 59.12 |
| 4105 | * Fund Transfers * | 3,905,419.00 | 3,905,419.00 | 355,043.28 | 1,635,063.74 | 2,270,355.26 | 58.13 |
| | --FUND TOTAL-- | 15,913,491.00 | 16,046,187.36 | 2,229,131.20 | 7,971,042.75 | 8,075,144.61 | 50.32 |
| FUND #-207 ** GOVERNOR'S SCHOOL REVENUE ** | | | | | | | |
| 1501 | * INTEREST ON BANK DEPOSITS * | .00 | .00 | 477.47 | 3,366.36 | 3,366.36- | 100.00- |
| 1899 | ** MISC REVENUE ** | 274,987.00 | 274,987.00 | 246.74 | 4,622.64 | 270,364.36 | 98.31 |
| 1901 | ** LOCAL CONTRIBUTIONS ** | 420,940.00 | 420,940.00 | .00 | 241,638.00 | 179,302.00 | 42.59 |
| 2404 | ** STATE FUNDS ** | 594,475.00 | 594,475.00 | 163,755.72 | 189,710.72 | 404,764.28 | 68.08 |
| | --FUND TOTAL-- | 1,290,402.00 | 1,290,402.00 | 164,479.93 | 439,337.72 | 851,064.28 | 65.95 |
| FUND #-302 ** CAPITAL PROJECTS FUND REVENUE ** | | | | | | | |
| 1501 | * Interest On Bank Deposits * | .00 | .00 | 102.66 | 650.05 | 650.05- | 100.00- |
| | --FUND TOTAL-- | .00 | .00 | 102.66 | 650.05 | 650.05- | 100.00- |
| FUND #-401 * Debt Service Fund Revenues * | | | | | | | |
| 4105 | ** Transfers ** | 3,106,556.00 | 3,106,556.00 | 13,109.57 | 2,392,146.74 | 714,409.26 | 22.99 |
| | --FUND TOTAL-- | 3,106,556.00 | 3,106,556.00 | 13,109.57 | 2,392,146.74 | 714,409.26 | 22.99 |
| FUND #-500 **CSA FUND REVENUE** | | | | | | | |
| 2404 | *REVENUE FROM STATE* | 575,000.00 | 575,000.00 | 1,183.68 | 430,932.19 | 144,067.81 | 25.05 |

| ACCT# | DESCRIPTION | BUDGET AMOUNT | APPR. AMOUNT | CURRENT AMOUNT | Y-T-D AMOUNT | | BALANCE | % UNCOLLECTED |
|---|---|---|---|---|---|---|---|---|
| 4105 | *TRANSFERS* | 250,000.00 | 250,000.00 | .00 | 100,000.00 | | 150,000.00 | 60.00 |
| | --FUND TOTAL-- | 825,000.00 | 825,000.00 | 1,183.68 | 530,932.19 | | 294,067.81 | 35.64 |
| FUND #-501 | **UTILITY FUND REVENUE** | | | | | | | |
| 1501 | **INTEREST REVENUE** | 5,000.00 | 5,000.00 | .00 | .00 | | 5,000.00 | 100.00 |
| 1619 | **CHARGES & FEES** | 415,000.00 | 415,000.00 | 65,072.11 | 241,418.82 | | 173,581.18 | 41.82 |
| 1620 | SEWER LATE PAYMENT PENALTY | 5,500.00 | 5,500.00 | 1,075.47 | 3,391.06 | | 2,108.94 | 38.34 |
| 1630 | **ADMIN FEES/CHARGES** | 17,300.00 | 17,300.00 | 2,936.00 | 10,083.50 | | 7,216.50 | 41.71 |
| 1803 | MISCELLANEOUS | 4,000.00 | 4,000.00 | 87.50 | 1,360.50 | | 2,639.50 | 65.98 |
| | --FUND TOTAL-- | 446,800.00 | 446,800.00 | 69,171.08 | 256,253.88 | | 190,546.12 | 42.64 |
| FUND #-515 | *SEWER RESERVE FUND REVENUE* | | | | | | | |
| 1501 | INTEREST SEWER RESERVE | .00 | .00 | 194.61 | 1,403.53 | | 1,403.53- | 100.00- |
| | --FUND TOTAL-- | .00 | .00 | 194.61 | 1,403.53 | | 1,403.53- | 100.00- |
| FUND #-540 | *WATER RESERVE FUND REVENUE* | | | | | | | |
| 1501 | INTEREST WATER RESERVE | .00 | .00 | 28.39 | 204.78 | | 204.78- | 100.00- |
| | --FUND TOTAL-- | .00 | .00 | 28.39 | 204.78 | | 204.78- | 100.00- |
| FUND #-545 | **WATERLINE EXT DSR REVENUE** | | | | | | | |
| 1200 | DSR PAYMENTS (FR UTILITY FUND) | .00 | .00 | 3,540.00 | 3,540.00 | | 3,540.00- | 100.00- |
| 1501 | INTEREST | .00 | .00 | 24.37 | 28.84 | | 28.84- | 100.00- |
| | --FUND TOTAL-- | .00 | .00 | 3,564.37 | 3,568.84 | | 3,568.84- | 100.00- |
| FUND #-550 | IDA RD OES DSR FUND REVENUE | | | | | | | |
| 1200 | DSR PAYMENTS | .00 | .00 | .00 | 5,000.00 | | 5,000.00- | 100.00- |
| 1501 | **INTEREST REVENUE** | .00 | .00 | 20.91 | 20.91 | | 20.91- | 100.00- |
| | --FUND TOTAL-- | .00 | .00 | 20.91 | 5,020.91 | | 5,020.91- | 100.00- |
| FUND #-580 | * IPR REVENUE * | | | | | | | |
| 1501 | INTEREST REVENUE | .00 | .00 | 2.36 | 8.27 | | 8.27- | 100.00- |
| | --FUND TOTAL-- | .00 | .00 | 2.36 | 8.27 | | 8.27- | 100.00- |
| FUND #-715 | ** IDA FUND REVENUE ** | | | | | | | |
| 1899 | Rent of General Property | 42,000.00 | 42,000.00 | 7,950.00 | 27,949.00 | | 14,051.00 | 33.45 |

REVENUE SUMMARY

7/01/2019 - 2/04/2020

TIME 10:20

| ACCT# | DESCRIPTION | BUDGET AMOUNT | APPR. AMOUNT | CURRENT AMOUNT | Y-T-D AMOUNT | BALANCE | % UNCOLLECTED |
|---|---|---|---|---|---|---|---|
| 4105 | Transfer from General Fund | 70,464.00 | 70,464.00 | .00 | 70,464.00 | .00 | .00 |
| | --FUND TOTAL-- | 112,464.00 | 112,464.00 | 7,950.00 | 98,413.00 | 14,051.00 | 12.49 |
| FUND #-733 | ** SPECIAL WELFARE FUND REVENUE ** | | | | | | |
| 1899 | * Miscellaneous Revenue * | 20,000.00 | 20,000.00 | 7,959.15 | 14,503.70 | 5,496.30 | 27.48 |
| 3305 | *FEDERAL FUNDS* | 3,500.00 | 3,500.00 | .00 | .00 | 3,500.00 | 100.00 |
| | --FUND TOTAL-- | 23,500.00 | 23,500.00 | 7,959.15 | 14,503.70 | 8,996.30 | 38.28 |
| | --FINAL TOTAL-- | 41,849,798.00 | 42,010,505.95 | 3,704,976.44 | 22,573,464.44 | 19,437,041.51 | 46.26 |

EXPENDITURE SUMMARY

7/01/2019 - 2/04/2020

TIME 10:20

| 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 * | 45,037.00 | 45,037.00 | 8,068.56 | 25,581.78 | .00 | 19,455.22 | 43.19 |
| 12100 | * County Administrator * | 319,123.00 | 319,123.00 | 36,975.16 | 130,334.89 | .00 | 188,788.11 | 59.15 |
| 12210 | * Legal Services * | .00 | .00 | 325.00 | 15,582.50 | .00 | 15,582.50- | 100.00- |
| 12240 | * Independent Auditor * | 45,000.00 | 45,000.00 | .00 | 12,564.28 | .00 | 32,435.72 | 72.07 |
| 12310 | * Commissioner of Revenue * | 266,244.00 | 266,244.00 | 42,897.18 | 149,706.64 | .00 | 116,537.36 | 43.77 |
| 12320 | * Assessor * | 89,026.00 | 89,026.00 | 1,438.74 | 82,768.21 | .00 | 6,257.79 | 7.02 |
| 12410 | * Treasurer * | 318,328.00 | 318,328.00 | 54,975.12 | 180,353.24 | .00 | 137,974.76 | 43.34 |
| 12430 | * Accounting * | 172,854.00 | 172,854.00 | 33,085.30 | 109,567.87 | .00 | 63,286.13 | 36.61 |
| 12510 | * Data Processing * | 325,165.00 | 325,165.00 | 44,495.42 | 164,098.46 | .00 | 161,066.54 | 49.53 |
| 13100 | * Electoral Board * | 26,820.00 | 26,820.00 | 1,337.74 | 13,505.12 | .00 | 13,314.88 | 49.64 |
| 13200 | * Registrar * | 92,364.00 | 92,364.00 | 15,451.02 | 53,601.80 | .00 | 38,762.20 | 41.96 |
| 21100 | * Circuit Court * | 15,250.00 | 15,250.00 | 52.42 | 1,410.32 | .00 | 13,839.68 | 90.75 |
| 21200 | * General District Court * | 6,800.00 | 6,800.00 | 998.00 | 4,029.80 | .00 | 2,770.20 | 40.73 |
| 21300 | * Magistrate * | 625.00 | 625.00 | .00 | 168.84 | .00 | 456.16 | 72.98 |
| 21600 | * Clerk of Circuit Court * | 229,751.00 | 229,751.00 | 37,868.70 | 137,450.38 | .00 | 92,300.62 | 40.17 |
| 21800 | * Law Library * | 1,200.00 | 1,200.00 | .00 | 588.89 | .00 | 611.11 | 50.92 |
| 21910 | * Victim and Witness Assistance * | 71,376.00 | 71,376.00 | .00 | 699.69 | .00 | 70,676.31 | 99.01 |
| 22100 | * Commonwealth's Attorney * | 228,565.00 | 228,565.00 | 45,637.06 | 136,847.44 | .00 | 91,717.56 | 40.12 |
| 31200 | * Sheriff * | 1,838,386.00 | 1,838,386.00 | 368,719.64 | 1,055,080.97 | .00 | 783,305.03 | 42.60 |
| 31250 | * School Resource Officer * | 147,253.00 | 147,253.00 | 8,812.38 | 44,174.64 | .00 | 103,078.36 | 70.00 |
| 31400 | * E911 * | 7,600.00 | 7,600.00 | 18,505.91 | 91,532.51 | .00 | 83,932.51- | 104.37- |
| 32306 | *Chesterfield Med-Flight Program* | 300.00 | 300.00 | .00 | 300.00 | .00 | .00 | .00 |
| 32400 | * Forestry Service * | 8,804.00 | 8,804.00 | .00 | 8,804.00 | .00 | .00 | .00 |
| 32500 | * CUMBERLAND FIRE & EMS * | 704,470.00 | 713,020.00 | 97,514.58 | 376,604.91 | .00 | 336,415.09 | 47.18 |
| 33300 | * Probation Office * | 1,400.00 | 1,400.00 | .00 | 962.63 | .00 | 437.37 | 31.24 |
| 33400 | * Correction & Detention * | 285,000.00 | 285,000.00 | 46,024.35 | 172,704.17 | .00 | 112,295.83 | 39.40 |
| 34100 | * Building Inspections * | 149,652.00 | 149,652.00 | 23,446.43 | 82,444.14 | .00 | 67,207.86 | 44.90 |
| 35100 | * Animal Control * | 128,224.00 | 128,224.00 | 19,879.54 | 64,578.40 | .00 | 63,645.60 | 49.63 |
| 35300 | * Medical Examiner * | 200.00 | 200.00 | 20.00 | 80.00 | .00 | 120.00 | 60.00 |
| 42400 | * Refuse Disposal * | 980,754.00 | 980,754.00 | 156,014.56 | 498,502.70 | .00 | 482,251.30 | 49.17 |
| 43200 | * General Properties * | 737,121.00 | 754,126.00 | 110,540.95 | 460,645.49 | .00 | 293,480.51 | 38.91 |
| 51200 | * Supplement of Local Health Dept * | 100,096.00 | 102,552.59 | 25,663.92 | 49,111.74 | .00 | 53,440.85 | 52.11 |
| 51405 | *Piedmont Senior Resources* | 5,000.00 | 5,000.00 | .00 | 5,000.00 | .00 | .00 | .00 |
| 52500 | * Chapter 10 Board - Crossroads * | 37,000.00 | 37,000.00 | 18,500.00 | 37,000.00 | .00 | .00 | .00 |
| 61230 | * CSA Management * | 35,534.00 | 35,534.00 | 4,170.64 | 19,093.14 | .00 | 16,440.86 | 46.26 |
| 68000 | * Community Colleges * | 14,000.00 | 14,000.00 | .00 | .00 | .00 | 14,000.00 | 100.00 |
| 71500 | * Recreation * | 69,830.00 | 69,830.00 | 8,699.78 | 32,296.55 | .00 | 37,533.45 | 53.74 |
| 73100 | * Local Library * | 115,450.00 | 115,450.00 | 57,725.00 | 115,450.00 | .00 | .00 | .00 |
| 81100 | * Planning Commission * | 10,100.00 | 10,100.00 | 311.18 | 2,164.22 | .00 | 7,935.78 | 78.57 |
| 81110 | * Planning/Zoning Dept. * | 78,411.00 | 78,411.00 | 12,453.22 | 44,006.73 | .00 | 34,404.27 | 43.87 |
| 81200 | * Community & Economic Developmnt * | 17,052.00 | 17,052.00 | .00 | 10,252.00 | .00 | 6,800.00 | 39.87 |
| 81400 | * Board of Zoning Appeals * | 650.00 | 650.00 | .00 | .00 | .00 | 650.00 | 100.00 |
| 81514 | Transportation | 14,495.00 | 14,495.00 | .00 | 14,495.00 | .00 | .00 | .00 |
| 81535 | * Farmville Area Chamber of Commerc | .00 | .00 | 1,500.00 | 1,500.00 | .00 | 1,500.00- | 100.00- |
| 81541 | * Longwood Small Bus. Dev. Ctr. * | 3,000.00 | 3,000.00 | 1,500.00 | 3,000.00 | .00 | .00 | .00 |
| 81542 | * Southside Violence Prevention * | 5,000.00 | 5,000.00 | 2,500.00 | 5,000.00 | .00 | .00 | .00 |
| 82401 | *Peter Francisco SWD* | 10,000.00 | 10,000.00 | 5,000.00 | 10,000.00 | .00 | .00 | .00 |

| ACCT# | DESCRIPTION | BUDGET AMOUNT | APPR. AMOUNT | CURRENT AMOUNT | Y-T-D AMOUNT | ENCUMBRANCE AMOUNT | UNENCUMBERED BALANCE | % REMAINING |
|---|---|---|---|---|---|---|---|---|
| 83500 | * Extension Agents * | 54,397.00 | 54,397.00 | 12,422.63 | 27,739.46 | .00 | 26,657.54 | 49.00 |
| 83501 | holiday lake 4-h educational center | 2,500.00 | 2,500.00 | 1,250.00 | 2,500.00 | .00 | .00 | .00 |
| 90000 | * NONDEPARTMENTAL * | 17,500.00 | 17,500.00 | 4,516.42 | 8,077.05 | .00 | 9,422.95 | 53.84 |
| 93100 | **TRANSFERS** | 7,715,734.00 | 7,715,734.00 | 398,842.66 | 4,264,445.84 | .00 | 3,451,288.16 | 44.73 |
| | --FUND TOTAL-- | 15,548,441.00 | 15,576,452.59 | 1,728,139.21 | 8,726,406.44 | .00 | 6,850,046.15 | 43.97 |
| FUND #-150 | * ASSET FORFEITURE FUND * | | | | | | | |
| 22100 | COMMONWEALTH'S ATTORNEY | 5,000.00 | 5,000.00 | 15.00 | 1,505.64 | .00 | 3,494.36 | 69.88 |
| 31200 | SHERIFF | 20,030.00 | 20,030.00 | .00 | 3,360.00 | .00 | 16,670.00 | 83.22 |
| | --FUND TOTAL-- | 25,030.00 | 25,030.00 | 15.00 | 4,865.64 | .00 | 20,164.36 | 80.56 |
| FUND #-170 | | | | | | | | |
| 62100 | HEALTH INSURANCE | 2,888,112.00 | 2,888,112.00 | .00 | 18,305.92 | .00 | 2,869,806.08 | 99.36 |
| | --FUND TOTAL-- | 2,888,112.00 | 2,888,112.00 | .00 | 18,305.92 | .00 | 2,869,806.08 | 99.36 |
| FUND #-201 | ** SOCIAL SERVICES FUND EXPEND ** | | | | | | | |
| 53100 | * Administration * | 1,670,002.00 | 1,670,002.00 | 239,357.32 | 789,840.18 | .00 | 880,161.82 | 52.70 |
| | --FUND TOTAL-- | 1,670,002.00 | 1,670,002.00 | 239,357.32 | 789,840.18 | .00 | 880,161.82 | 52.70 |
| FUND #-205 | ** SCHOOL FUND EXPENDITURES ** | | | | | | | |
| 61100 | | 15,913,491.00 | 16,046,187.36 | 1,427,658.39 | 7,169,569.94 | .00 | 8,876,617.42 | 55.31 |
| | --FUND TOTAL-- | 15,913,491.00 | 16,046,187.36 | 1,427,658.39 | 7,169,569.94 | .00 | 8,876,617.42 | 55.31 |
| FUND #-207 | ** GOVERNOR'S SCHOOL EXPENSES ** | | | | | | | |
| 61100 | GOVERNOR'S SCHOOL EXPENDITURES | 1,290,402.00 | 1,290,402.00 | 75,527.00 | 454,794.07 | .00 | 835,607.93 | 64.75 |
| | --FUND TOTAL-- | 1,290,402.00 | 1,290,402.00 | 75,527.00 | 454,794.07 | .00 | 835,607.93 | 64.75 |
| FUND #-401 | *Debt Service* | | | | | | | |
| 67200 | * Elementary School - Lit Loan * | 206,667.00 | 206,667.00 | 206,666.67 | 206,666.67 | .00 | .33 | .00 |
| 67500 | * High/Middle School - VPSA Loan * | 877,501.00 | 877,501.00 | 134,262.08 | 877,500.93 | .00 | .07 | .00 |
| 67600 | * HS/MS-VPSA LOAN #2 * | 1,226,266.00 | 1,226,266.00 | 293,067.50 | 1,226,166.25 | .00 | 99.75 | .00 |
| 67700 | PUBLIC FACILITY NOTE 2009 | 387,987.00 | 387,987.00 | 24,719.14 | 325,254.87 | .00 | 62,732.13 | 16.16 |
| 67800 | * AMERESCO * | 158,800.00 | 158,800.00 | .00 | 158,800.00 | .00 | .00 | .00 |
| 95700 | * Suntrust Loan - Courthouse * | 249,335.00 | 249,335.00 | 10,009.63 | 253,373.47 | .00 | 4,038.47- | 1.61- |
| | --FUND TOTAL-- | 3,106,556.00 | 3,106,556.00 | 668,725.02 | 3,047,762.19 | .00 | 58,793.81 | 1.89 |

EXPENDITURE SUMMARY

7/01/2019 - 2/04/2020

TIME 10:20

| ACCT# | DESCRIPTION | BUDGET AMOUNT | APPR. AMOUNT | CURRENT AMOUNT | Y-T-D AMOUNT | ENCUMBRANCE AMOUNT | UNENCUMBERED BALANCE | % REMAINING |
|---|---|---|---|---|---|---|---|---|
| FUND #-500 | **CSA FUND EXPENDITURES** | | | | | | | |
| 53900 | | 825,000.00 | 825,000.00 | 164,592.26 | 690,595.64 | .00 | 134,404.36 | 16.29 |
| | --FUND TOTAL-- | 825,000.00 | 825,000.00 | 164,592.26 | 690,595.64 | .00 | 134,404.36 | 16.29 |
| FUND #-501 | *Water/Sewer* | | | | | | | |
| 94900 | * SEWER FUND - Enterprise Fund * | 278,269.00 | 278,269.00 | 44,868.31 | 129,879.34 | .00 | 148,389.66 | 53.32 |
| 95900 | * WATER FUND - ENTERPRISE FUND * | 168,531.00 | 168,531.00 | 24,437.59 | 99,695.47 | .00 | 68,835.53 | 40.84 |
| | --FUND TOTAL-- | 446,800.00 | 446,800.00 | 69,305.90 | 229,574.81 | .00 | 217,225.19 | 48.61 |
| FUND #-715 | ** EDA FUND EXPENDITURES ** | | | | | | | |
| 81610 | COMMUNITY CENTER PURCHASE | 112,464.00 | 112,464.00 | 27,640.59 | 94,994.12 | .00 | 17,469.88 | 15.53 |
| 81640 | *SHELL BUILDING* | .00 | .00 | 1,000.00 | 4,097.99 | .00 | 4,097.99- | 100.00- |
| | --FUND TOTAL-- | 112,464.00 | 112,464.00 | 28,640.59 | 99,092.11 | .00 | 13,371.89 | 11.88 |
| FUND #-733 | ** SPECIAL WELFARE FUND EXPENSES ** | | | | | | | |
| 53010 | | 23,500.00 | 23,500.00 | 3,360.26 | 10,881.42 | .00 | 12,618.58 | 53.69 |
| | --FUND TOTAL-- | 23,500.00 | 23,500.00 | 3,360.26 | 10,881.42 | .00 | 12,618.58 | 53.69 |
| | --FINAL TOTAL-- | 41,849,798.00 | 42,010,505.95 | 4,405,320.95 | 21,241,688.36 | .00 | 20,768,817.59 | 49.43 |

# Treasurer's Office

## Outstanding Collections Report

### January 31, 2020

## Real Estate

| | As of 12/31/19 | As of 01/31/20 | Change | % Collected | Abatements/ Exonerations |
|---|---|---|---|---|---|
| 2001-2007 | $ 1,899.97 | $ 1,731.40 | $ 168.57 | 8.87% | |
| 2008 | 1,378.06 | 1,286.87 | $ 91.19 | 6.62% | |
| 2009 | 2,456.38 | 2,347.50 | 108.88 | 4.43% | |
| 2010 | 5,936.56 | 5,787.58 | 148.98 | 2.51% | |
| 2011 | 11,921.64 | 11,726.89 | 194.75 | 1.63% | |
| 2012 | 20,407.62 | 20,193.21 | 214.41 | 1.05% | |
| 2013 | 41,841.35 | 41,236.30 | 605.05 | 1.45% | |
| 2014 | 57,855.27 | 56,375.50 | 1,479.87 | 2.56% | 37.00 |
| 2015 | 70,471.15 | 69,855.14 | 616.01 | 0.87% | 37.00 |
| 2016 | 100,469.28 | 99,755.86 | 713.42 | 0.71% | 39.00 |
| 2017 | 147,652.28 | 145,957.69 | 1,694.59 | 1.15% | 39.00 |
| 2018 | 214,608.34 | 211,415.04 | 3,193.30 | 1.49% | 39.00 |
| 2019 | 382,535.98 | 367,707.95 | 14,828.03 | 3.88% | 192.76 |
| Total | $ 1,059,433.88 | $ 1,035,376.93 | $ 24,057.05 | | |

## Personal Property

| | As of 12/31/19 | As of 01/31/20 | Change | % Collected | Abatements/ Exonerations |
|---|---|---|---|---|---|
| 2015 | 28,926.54 | 28,568.73 | 357.81 | 1.24% | 210.25 |
| 2016 | 40,020.66 | 39,507.84 | 512.82 | 1.28% | 179.84 |
| 2017 | 57,866.23 | 56,729.34 | 1,136.89 | 1.96% | 334.28 |
| 2018 | 103,261.64 | 98,198.12 | 5,063.52 | 4.90% | 416.80 |
| 2019 | 575,760.44 | 522,893.77 | 52,866.67 | 9.18% | 2,646.71 |
| Total | $ 830,595.42 | $ 745,897.80 | $ 59,937.71 | | |

# Collection Rates - As of January 31, 2020

**Real Estate:**

| | Current Collection % | Prior Year % | Change |
|---|---|---|---|
| Tax Year - 2018 | 96.43% | 96.31% | +0.12% |
| Tax Year - 2019 | 93.86% | 93.55% | +0.31% |

**Personal Property:**

| | Current Collection % | Prior Year % | Change |
|---|---|---|---|
| Tax Year - 2018 | 97.02% | 97.05% | - 0.03% |
| Tax Year - 2019 | 84.46% | 84.60% | -0.14% |

# Transactions for DMV Select

January 2020

| | # Transactions | Total $ | # Helped | | # Transactions | Total $ | # Helped |
|---|---|---|---|---|---|---|---|
| 1 | | | | 17 | | | |
| 2 | 45 | $3,092.26 | 4 | 18 | | | |
| 3 | 54 | $1,843.64 | 9 | 19 | | | |
| 4 | | | | 20 | | | |
| 5 | | | | 21 | 44 | $1,623.17 | 15 |
| 6 | 41 | $3,171.30 | 16 | 22 | 46 | $1,270.45 | 14 |
| 7 | 23 | $1,171.60 | 7 | 23 | 23 | $1,488.03 | 14 |
| 8 | 29 | $1,151.00 | 5 | 24 | 33 | $1,183.25 | 4 |
| 9 | 47 | $2,222.17 | 2 | 25 | | | |
| 10 | 26 | $1,750.64 | 8 | 26 | | | |
| 11 | | | | 27 | 60 | $2,147.82 | 8 |
| 12 | | | | 28 | 28 | $1,415.98 | 11 |
| 13 | 47 | $1,255.28 | 14 | 29 | 33 | $2,914.11 | 14 |
| 14 | 17 | $797.94 | 9 | 30 | 45 | $2,348.01 | 11 |
| 15 | 43 | $1,617.59 | 11 | 31 | 66 | $3,447.58 | 12 |
| 16 | 39 | $1,802.40 | 13 | | 789 | $37,714.22 | 201 |

Prepared by Commissioner of Revenue's Office

# CUMBERLAND COUNTY

OFFICE OF THE COMMISSIONER OF THE REVENUE
P.O. Box 77 ~ Cumberland, Virginia 23040
(804) 492-4280 ~ Fax: (804) 492-3342
www.cumberlandcounty.virginia.gov

JULIE A. PHILLIPS
Master Commissioner


TO: Board of Supervisors

RE: 2019 Annual Business License Report

January 1, 2019 – December 31, 2019

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| | |
|---|---|
| Total Number of Business Licenses Issued: | 469 |
| Total Amount of License Fees Collected in 2019: | $89,520.55 |

I do solemnly swear in making out this report, I have to the best of my knowledge and ability complied with the law prescribing the duties of a Business License Inspector.

Given under my hand, this 16th day of January 2020.

Ellen Z. Bryant

Ellen Z. Bryant
Deputy Commissioner

Julie A. Phillips
Master Commissioner of the Revenue