

THE FRANKLIN COUNTY BOARD OF SUPERVISORS HELD THEIR REGULAR MONTHLY MEETING ON TUESDAY, JUNE 15, 2010, AT 1:30 P.M., IN THE BOARD OF SUPERVISORS MEETING ROOM LOCATED IN THE GOVERNMENT CENTER, 1255 FRANKLIN STREET, SUITE 104, ROCKY MOUNT, VIRGINIA.

THERE WERE PRESENT: Charles Wagner, Chairman
Wayne Angell, Vice-Chairman
Leland Mitchell
Ronnie Thompson
David Cundiff
Russ Johnson
Bobby Thompson

OTHERS PRESENT: Richard E. Huff, II, Co. Administrator
Christopher L. Whitlow, Asst. County Administrator
B. J. Jefferson, County Attorney
Sharon K. Tudor, MMC, Clerk

Chairman Charles Wagner called the meeting to order.

Invocation was given by Supervisor Bobby Thompson.

Pledge of Allegiance was led by Supervisor Russ Johnson.

SOUTHWEST VIRGINIA ANTIQUE FARM DAYS

WHEREAS, the Southwest Virginia Antique Farm Days will be held in Franklin County from June 18, 2010 through June 20, 2010; and

WHEREAS, the Southwest Virginia Antique Farm Days has grown into one of Franklin County's largest tourism events bringing visitors from all over the region to the community and creating substantial revenue for local businesses; and

WHEREAS, the show brings enjoyment and recreational opportunity to thousands of Franklin County residents annually; and

WHEREAS, the show is made possible only because of the hard work and dedication of the citizens of Franklin County who volunteer their time to host this wonderful event, specifically those associated with the Southwest Virginia Antique & Power Festival, Inc.; and

WHEREAS, the 2009 show welcomed well over 5,000 visitors and exhibitors to Franklin County; and

WHEREAS, the show celebrated the agricultural heritage of the region and the role that mechanization played in Franklin County's growth and prosperity in the 1900's; and

NOW BE IT THEREFORE RESOLVED, the Franklin County Board of Supervisors hereby expresses and acknowledges its sincere appreciation for the contributions that the Southwest Virginia Antique & Power Festival, Inc. and others have made to the economy of Franklin County and to the enjoyment and education of thousands of residents and visitors alike through the 2010 Southwest Virginia Antique Farm Days.

EMS PROVIDER

Daryl Hatcher, Director of Public Safety, presented the 2010 EMS Outstanding Award to the Franklin county Board of Supervisors. Mr. Hatcher stated every regional EMS council in Virginia selects regional winners in several categories and submits them to the Governor for selection for the Governor's award for contributions supporting Emergency Medical Services. Awards are presented for several categories including outstanding EMS provider, Operational Medical Director, Emergency Nurse, Trainer/Educator, EMS agency, and Contributions to EMS. This year it is my privilege to present the Franklin County Board of Supervisors with the award for **2010 REGIONAL AWARD FOR OUTSTANDING CONTRIBUTION TO EMS for the Western Virginia EMS Council.**

The criteria to receive this award is for Outstanding contributions to Emergency Medical Services by an individual, corporation, business, news media or program in providing financial, material,

educational or other tangible or non-tangible assistance to support and benefit the local, regional or state EMS system.

Any corporation, business, non-profit organization, college, university, school or program not routinely involved in Virginia's EMS system, or any individual not employed by or volunteering with EMS is eligible to receive this award.

The Franklin County Board of Supervisors support for Emergency Medical Service is a model for other municipalities to follow.

Through tough economic times, the Franklin County Board of Supervisors supports EMS, not only in Franklin County but throughout the Western Virginia region.

The justification for receiving this award is as follows:

-The Franklin County Board of Supervisors recognizes the need for timely, high quality, Pre-Hospital emergency medical care. Through the development of a combination volunteer/career system, they assure that citizens receive the best possible care.

-The Board recognizes time constraints on volunteers and provides excellent financial support to volunteer agencies. This allows volunteers to concentrate on providing quality patient care and attend training classes to further their education instead of conducting fund raising activities to support core functions of the agency.

-The Board has approved funding to establish an Accredited Intermediate Training Center which provides affordable training to EMS providers from the Martinsville/Danville area to as far north as Botetourt County.

-The Board supports the Public Safety Training Division that offers EMS continuing education for all Emergency Medical Service certification levels, both Basic and Advanced Life Support.

-All these courses are available to any EMS provider in the Commonwealth of Virginia.

-The Board affords access to agencies from outside the county to any of their facilities (The Franklin Center or new Administration Complex) for EMS classes or meetings.

Mr. Hatcher stated he is honored to present this award to Mr. Wagner on behalf of the Board of Directors of the Western Virginia EMS Council.

TOURISM AWARD

Debra Weir, Tourism Director, advised the Board Franklin County has been awarded the **Golden Star Award** - This annual award is presented to an individual or organization in recognition for outstanding service and commitment to facilitating economic growth in the tourism industry.

The winner of this year's Golden Star Award has not only been a significant partner within the RVCVB's efforts to generate economic growth by promoting the many existing tourism initiatives and assets throughout the Roanoke Valley and Southwest Virginia, they have also shown tremendous leadership and significant commitment in developing and supporting the many unique opportunities directly in their own backyard.

This locality takes its outdoor recreation seriously and knows the impact of luring outdoor enthusiasts to the region can mean to their economy. Through this localities efforts in hosting numerous fishing competitions including the Fishers of Men and two televised Bassmaster Elite bass fishing tournaments and playing host to the Oakley Big Bass Tour this upcoming fall, thousands of spectators and hundreds of professional anglers from as far away as Japan have visited the region and is quickly making Smith Mountain Lake known for being one of the premier destinations for professional angling tournaments in the country.

This locality has also been one of the driving forces behind a new regional fishing trail promotion called Fish Virginia First. Fish Virginia First is designed to make it easy for visitors and event planners to find, and then enjoy, fishing in Virginia's many bodies of water. Created by a consortium of counties, Virginia Department of Conservation and Recreation, Virginia Tourism Corporation and the Virginia Department of Game and Inland Fisheries, it promotes the many freshwater fishing opportunities and the associated tourism infrastructure in central, southwest and southern regions of Virginia.

Through their efforts to attract both professional and amateur anglers to the area, this locality has brought about a new focus on the significant economic impact of fishing and other associated outdoor recreation opportunities in SW Virginia and has demonstrated that the angler market is one of significance to the tourism industry. According to 2006 economic stats, freshwater sport-fishing in Virginia contributed more than \$800 million dollars to local economies and was directly responsible for over 9,000 jobs.

This community has also capitalized on their many waterways by developing a series of blueway trails. Each year hundreds of canoeists and kayakers hit the rivers during a popular three-day event, with a night float on Friday that drew a record number of participants last month.

Although outdoor recreation is key to this county's tourism product it is not their only asset. This locality also contributes significantly to several other well-known regional tourism initiatives such as the Crooked Road- Virginia's Music Heritage Trail, the Wilderness Road, the new Heartwood Artisan Center, and the Round the Mountain Artisan trail.

Participation in these regional tourism initiatives has proven successful for this locality. The Crooked Road, of example is an economic development initiative based on the traditional music heritage of Southwest Virginia. In a recent assessment, developed by Sustainable Development Consulting International (SDCI) of Lebanon, Virginia, based on fiscal year 2008 indicated a \$23 million annual impact of The Crooked Road on the economy of the ten county region served by The Crooked Road.

Make no mistake, tourism means big bucks to this local economy. Whether it's outdoor fun, history, music, arts, or even its first winery; this community is committed to promoting its diverse tourism product.

Ms. Weir stated it is her honor to recognize Franklin County as this year's recipient of the Golden Star Award.

COURTHOUSE STATUE

Dr. Francis Amos, advised the Board the original Confederate Stature was funded by a joint effort of the Jubal Early Chapter of the Daughters of the Confederacy, the county Board of Supervisors and individual donors, most significantly Mr. R. H. Fishburn of Roanoke, formerly of Franklin County. Among the contributors was Booker T. Washington who wrote in 1905 "I am deeply interested in the erection of the monument and would like to make a contribution. Your request, I confess touches me most deeply." I recall that one of the young white men who seemed to be fond of me when I was a child, lost his life during the Civil War, and this makes your suggestion all the more interesting to me. Booker T. Washington was invited to speak at the dedication but found his schedule too full to accommodate. The monument was dedicated December 1, 1910. It stood until June 2007 when it was destroyed by an auto accident. Insurance policies have enabled the reconstruction and replacement of the monument including an exact marble duplicate of the statuary by a renowned sculptor and a replaced granite base. Dedication ceremonies will be held Saturday, August 7, 2010 at 2 P.M. We hope all Franklin County will join in to honor their ancestors by attending. Mr. Bud Robertson of Virginia Tech, the national renowned Civil War author and speaker, will deliver the keynote address.

Judge Alexander and I felt it would be appropriate and proper to recognize the contributions of People of color of this county who here to fore had received no recognition of their service. Blacks basically kept the plantations going on the home front; many were impressed to construct military fortifications at Richmond and Petersburg. E.g. (two hundred ninety-nine slaves were sent from Franklin County in 1862, and many more until 1865.) Many died of disease as did the soldiers before they returned home. Both slaves and freed men were recruited from Franklin County and served in the active armed forces on the battlefield. Some of these received pensions after the war. We felt it only proper to accord them the recognition and honor they deserved. We proposed a granite shalf to be erected on the courthouse lawn with appropriate inscription to honor the contributions of People of Color of Franklin County during the War Between the States.

We assembled a committee of black community leaders and other history minded individuals. These included:

Mr. William Helms, School Board Member and Black community leader, Bernice Cobbs, native Black, Principal and Administrator of the Franklin County School System, Darlene Swain,

Black historian and organizer of the Warren Street Festival, Clarence Tuning, well known local Black businessman, Joan Pilson, retired teacher and promoter of the Warren Street Festival. Also serving on this committee was...

Linda Stanley of the Franklin County Historical Society, Phil Sheridan, Chairman of the Civil War Sesquicentennial Commission of Franklin County, Elizabeth Nezbeth, Charter Register of the Jubal Early Chapter of the Daughters of the Confederacy, Ben Pinckard, member of the Franklin county Historical Society.

At the committee's request we asked Karla Whitfield, Superintendent of Booker T. Washington Monument and Dr. Mike Trochim, history professor at Ferrum College to serve as nonvoting consultants. The consensus of this committee was in agreement and support for the Black monument project except for Mr. Helms who excused himself since he did not favor the project. Proposed is a granite shaft of the same granite used for the base of the Confederate stature, approximately 4 feet tall with an inscription on top approximately 24 x 30. The monument is proposed to be placed on the front courthouse lawn, with the following inscription adopted:

*IN COMMEMORATION OF THE MANY CONTRIBUTIONS, SERVICE AND SACRIFICES
ON THE HOME FRONT AND ON THE BATTLEFRONT BY PEOPLE OF COLOR,
ENSLAVED AND FREE, FROM FRANKLIN COUNTY DURING THE WAR BETWEEN
THE STATES. (1861-1865)*

ERECTED WITH GRATITUDE BY THE CITIZENS OF FRANKLIN COUNTY 2010.

We feel it is appropriate and proper to also recognize and honor blacks who made such a tremendous contribution to the war effort. We would like to dedicate this monument at the same time we dedicate the new Confederate statue. We share a common heritage and blacks and whites should jointly celebrate their heritage. We recognize the fact that we are plowing new ground and we have thus far not been able to document similar memorials to blacks on courthouse lawns were Confederate statues abound in Virginia and the South. Nevertheless, we believe the recognition is appropriate and it is timely. We want to be inclusive and promote unity in the celebration of our common heritage.

We propose to you, the Franklin County Board of Supervisors:

1. That you approve such a monument to be erected on the front courthouse lawn honoring the contributions by People of Color of Franklin during the Civil War.
2. That you underwrite the cost of such a monument.

ESTIMATES:

- A. Granite pedestal and inscription \$2,832.
- B. Erection cost – approximately \$612.

Respectfully Submitted,

J. Francis Amos, M.D.
The Honorable William Alexander
And Consulting Committee

The Honorable William N. Alexander, II, Circuit Court Judge, spoke by telephone, thanking the Board for allowing his comments and agreed with Dr. Francie Amos' comments made earlier.

Darlene Swain stated she was so proud and thought this was one of the most beautiful things the County has ever thought of doing.

COURTHOUSE STATUE

Mrs. Florella Johnson, stated on behalf of the local chapter of the NAACP that the proposed monument is not representative as to why blacks fought in the Civil War. Mrs. Johnson stated we want to see a statue of Booker T. Washington placed on the courthouse lawn.

General discussion ensued.

(RESOLUTION #01-06-2010)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to table the request as presented and to receive further information and comments from the county constituents before taking action.

MOTION BY: Leland Mitchell
 SECONDED BY: Bobby Thompson
 VOTING ON THE MOTION WAS AS FOLLOWS:
 AYES: Mitchell, Thompson, Angell, Johnson, Thompson & Wagner
 NAYS: Cundiff

Chairman Wagner appointed Bobby Thompson & Russ Johnson to work with the committee.

CONSENT AGENDA

APPROVAL OF ACCOUNTS PAYABLE LISTING, APPROPRIATIONS, APPROPRIATION RESOLUTION, TRANSFERS & MINUTES FOR – May 18, 2010, APPROPRIATIONS

ANNUAL RESOLUTION OF APPROPRIATION OF THE COUNTY OF FRANKLIN FOR THE FISCAL YEAR ENDING JUNE 30, 2011

A resolution to appropriate designated funds and accounts from specified estimated revenues for FY 2011 for the operating budget and the Capital Improvements Program for the County of Franklin and to authorize and empower County officers to expend funds and manage cash assets; and to establish policies under which funds will be expended and managed.

The Franklin County Board of Supervisors does hereby resolve on this 15th day of June, 2010 that, for the fiscal year beginning on July 1, 2010, and ending on June 30, 2011, the following sections are hereby adopted.

- Section 1. The cost centers shown on the attached table labeled Appropriations Resolution, Exhibit A, are hereby appropriated from the designated estimated revenues as shown on the attached table labeled Appropriations Resolution, Exhibit B.
- Section 2. Appropriations, in addition to those contained in this general Appropriations Resolution, may be made by the Board of Supervisors only if deemed appropriate and there is available in the fund unencumbered or unappropriated sums sufficient to meet such appropriations.
- Section 3. The School Board and the Social Services Board are separately granted authority for implementation of the appropriated funds for their respective operations. By this resolution the School Board and the Social Services Board are authorized to approve the transfer of any unencumbered balance or portion thereof from one classification of expenditure to another within their respective funds in any amount.
- Section 4. The County Administrator is expressly authorized to approve transfers of any unencumbered balance or portion thereof from one classification of expenditure to another within the same cost center for the efficient operation of government.
- Section 5. All outstanding encumbrances, both operating and capital, at June 30, 2010 shall be reappropriated to the FY 2010-2011 fiscal year to the same cost center and account for which they are encumbered in the previous year.
- Section 6. At the close of the fiscal year, all unencumbered appropriations lapse for budget items other than those involving ongoing operational projects, or programs supported by grants or County funds, which must be preapproved by the County Administrator or his designee. Such funds must be applied to the purpose for which they were originally approved.
- Section 7. Appropriations previously designated for capital projects will not lapse at the end of the fiscal year but shall remain appropriated until the completion of the project if funding is available from all planned sources, or until the Board of Supervisors, by appropriate ordinance or resolution, changes or eliminates the appropriation. Upon completion of a capital project, the County

Administrator is hereby authorized to close out the project and return to the funding source any remaining balances. This section applies to all existing appropriations for capital projects at June 30, 2010 and appropriations as they are made in the FY 2011 Budget. The County Administrator is hereby authorized to approve construction change orders to contracts up to an increase not to exceed the budgeted project contingency and approve all change orders for reduction of contracts.

- Section 8. The approval of the Board of Supervisors of any grant of funds to the County shall constitute the appropriation of both the revenue to be received from the grant and the County's expenditure required by the terms of the grant, if any. The appropriation of grant funds will not lapse at the end of the fiscal year but shall remain appropriated until completion of the project or until the Board of Supervisors, by appropriate resolution, changes or eliminates the appropriation. The County Administrator may increase or reduce any grant appropriation to the level approved by the granting agency during the fiscal year. The County Administrator may approve necessary accounting transfers between cost centers and funds to enable the grant to be accounted for in the correct manner. Upon completion of a grant project, the County Administrator is authorized to close out the grant and return to the funding source any remaining balance. This section applies to appropriations for grants outstanding at June 30, 2010 and appropriations in the FY 2011 Budget.
- Section 9. The County Administrator may reduce revenue and expenditure appropriations related to programs funded all or in part by the Commonwealth of Virginia and/or the Federal Government to the level approved by the responsible state or federal agency.
- Section 10. The County Administrator is authorized to make transfers to the various funds for which there are transfers budgeted. The County Administrator shall transfer funds only as needed up to amounts budgeted or in accordance with any existing bond resolutions that specify the matter in which transfers are to be made.
- Section 11. Appropriations are hereby authorized for the Courthouse Maintenance Fund, the Forfeited Assets Program Fund, the Law Library Fund, the E911 Fund, Debt Service Fund and the Utility Fund equal to the total cash balance on hand at July 1, 2010, plus the total amount of receipts for the fiscal year 2010-2011.
- Section 12. The Treasurer may advance monies to and from the various funds of the County to allow maximum cash flow efficiency. The advances must not violate County bond covenants or other legal restrictions that would prohibit an advance.
- Section 13. All procurement activities with funds appropriated herein shall be made in accordance with the County purchasing ordinance and applicable state statutes.
- Section 14. It is the intent of this resolution that funds be expended for the purpose indicated in the budget; therefore, budgeted funds may not be transferred from operating expenditures to capital projects or from capital projects to operating expenses without the prior approval from the Board of Supervisors. Also, funds may not be transferred from one capital project to another without the prior approval of the Board of Supervisors.
- Section 15. The County Administrator is authorized, pursuant to State statute, to issue orders and checks for payments where funds have been budgeted, appropriated, and where sufficient funds are available. A listing of vendor payments shall be presented to the Board of Supervisors not less frequently than monthly.

- Section 16. Subject to the qualifications in this resolution contained, all appropriations are declared to be maximum, conditional and proportionate appropriations – the purpose being to make the appropriations payable in full in the amount named herein if necessary and then only in the event the aggregate revenues collected and available during the fiscal year for which the appropriations are made are sufficient to pay all the appropriations in full. Otherwise, the said appropriations shall be deemed to be payable in such proportions as the total sum of all realized revenue of the respective funds is to the total amount of revenue estimated to be available in the said fiscal year by the Board of Supervisors.
- Section 17. All revenues received by an agency under the control of the Board of Supervisors or by the School Board or by the Social Services Board not included in its estimate of revenue for the financing of the fund budget as submitted to the Board of Supervisors may not be expended by said agency under the control of the Board of Supervisors or by the School Board or by the Social Services Board without the consent of the Board of Supervisors being first obtained, and those sums appropriated to the budget. Any grant approved by the Board for application shall not be expended until the grant is approved by the funding agency for drawdown. Nor may any of these agencies or boards make expenditures which will exceed a specific item of an appropriation.
- Section 18. Allowances out of any of the appropriations made in this resolution by any or all County departments, commissions, bureaus, or agencies under the control of the Board of Supervisors to any of their officers and employees for expense on account of the use of such officers and employees of their personal automobiles in the discharge of their official duties shall be paid at the same rate as that established by the State of Virginia for its employees and shall be subject to change from time to time to maintain like rates.
- Section 19. All previous appropriation ordinances or resolutions to the extent that they are inconsistent with the provisions of this resolution shall be and the same are hereby repealed.
- Section 20. This resolution shall become effective on July 1, 2010.

**APPROPRIATIONS RESOLUTION EXHIBIT A
COUNTY OF FRANKLIN
ADOPTED EXPENDITURES (EXCLUDING CAPITAL OUTLAY)
FISCAL YEAR 2010-2011**

| | | | |
|---|------------------|---------------------------------------|-------------------|
| General Government Administration | | | |
| Board of Supervisors | \$ 333,674 | Family Resource Center | \$ 223,576 |
| | | Aging Services | <u>355,518</u> |
| | | | <u>11,089,719</u> |
| General and Financial Administration | | | |
| County Administrator | 387,231 | | |
| Commissioner of Revenue | 533,649 | Parks, Recreation and Cultural | |
| Reassessment | 175,000 | Parks and Recreation | 897,757 |
| Treasurer | 490,348 | Library Administration | <u>857,206</u> |
| Finance | 276,940 | | <u>1,754,963</u> |
| Risk Management | 352,735 | Community Development | |
| Human Resources | 118,433 | Planning Agencies | 540,375 |
| Information Technology | 862,373 | Planning & Community Development | 552,830 |
| Registrar | <u>216,880</u> | Economic Development | 457,634 |
| | <u>3,747,263</u> | GIS and Mapping | 133,206 |
| | | Franklin Center | 193,525 |
| Judicial Administration | | Tourism Development | 95,000 |
| Circuit Court | 92,383 | Virginia Cooperative Extension | <u>90,055</u> |
| General District Court | 8,074 | | <u>2,062,625</u> |
| Magistrate | 1,575 | | |
| Juvenile and Domestic Rel Court | 16,650 | Nondepartmental | 260,000 |

| | | | |
|-------------------------------|-------------------|---------------------------------|-----------------------|
| Clerk of the Circuit Court | 618,500 | | |
| Sheriff – Courts | 474,614 | Transfers to Other Funds | |
| Juvenile Court Services | 476,947 | Schools - Operations | 27,629,908 |
| Commonwealth Attorney | 681,305 | Schools - Debt Service | 2,927,997 |
| | <u>2,370,048</u> | Schools - Canneries | 32,986 |
| Public Safety | | County Capital: School CIP | 1,100,000 |
| Sheriff - Law Enforcement | 3,135,665 | Utilities | 455,627 |
| Correction and Detention | 4,895,965 | Debt Service | 1,636,833 |
| Building Inspections | 407,366 | County Capital: County CIP | 2,015,501 |
| Animal Control | 256,603 | E911 | <u>1,031,068</u> |
| Public Safety | <u>2,782,141</u> | Subtotal | <u>36,829,920</u> |
| | <u>11,477,740</u> | | |
| | | Total General Fund | <u>72,478,196</u> |
| Public Works | | Other Funds: | |
| Road Viewers | 450 | E911 | 1,077,868 |
| Public Works | 284,722 | Debt Service | 1,636,833 |
| Solid Waste and Recycling | 1,470,549 | Law Library | 12,000 |
| General Buildings and Grounds | <u>1,130,197</u> | Courthouse Maintenance | 12,000 |
| | <u>2,885,918</u> | Utilities | 461,127 |
| | | Forfeited Assets | 25,000 |
| Health and Welfare | | Schools | <u>77,005,421</u> |
| Health Department | 324,000 | | |
| Community Services | 168,747 | | |
| Social Services | 5,719,255 | | |
| CSA | 4,298,623 | | |
| | | | <u>\$ 152,708,445</u> |

APPROPRIATIONS RESOLUTION EXHIBIT B

COUNTY OF FRANKLIN

ADOPTED REVENUES

FISCAL YEAR 2010 – 2011

| | | | |
|------------------------------------|---------------|---------------------------------|-------------------|
| Real Estate | \$ 35,214,412 | Shared Expenses Sheriff | \$ 2,961,240 |
| Public Service Corp | 715,000 | Shared Expenses Comm of Revenue | 144,611 |
| Personal Property | 6,335,307 | Shared Expenses Treasurer | 135,140 |
| Machinery and Tools | 485,000 | Shared Expenses Registrar | 53,777 |
| Merchants Capital | 634,000 | Shared Expenses Clerk of Court | 318,880 |
| Penalties and Interest | 400,000 | Shared Expenses Jail Costs | 156,853 |
| | | Public Assistance Grants | 4,590,228 |
| Sales Tax | 3,360,000 | VJCCCA Grant | 22,432 |
| Communications Tax | 2,300,000 | Family Resources Grants | 192,838 |
| Consumer Utility Taxes | 965,000 | Comprehensive Services Grant | 2,627,669 |
| County Business License | 4,500 | Selective Enforcement Grant | 20,000 |
| Franchise License Tax | 200,000 | Franklin Center Grants | 63,000 |
| Motor Vehicle Decals | 1,227,000 | | |
| Bank Stock Taxes | 106,000 | | |
| Tax on Deeds | 575,000 | Personal Property Tax Relief | 2,626,618 |
| Hotel/Motel Trans Occupancy Tax 2% | 40,000 | | |
| Hotel/Motel Trans Occupancy Tax 3% | 61,000 | Library Grants | 158,301 |
| Meals Tax | 800,000 | Recordation Taxes - State | 200,000 |
| | | Aging Services Grants | 225,565 |
| Licenses and Fees | 340,000 | Grantor Tax on Deeds | 140,000 |
| | | Drug Enforcement Grants | 16,328 |
| Court Fines and Costs | 31,300 | Park Land - Pymt in Lieu of Tax | 16,575 |
| | | | |
| Interest on Bank Deposits | 800,000 | | |
| | | Fund Balance | <u>0</u> |
| Rent, Miscellaneous | 350,000 | | |
| | | Total General Fund | <u>72,478,196</u> |
| Clerk of Court Fees | 160,000 | Capital Fund | 3,295,501 |
| Commonwealth Attorney Fees | 2,890 | Asset Forfeiture Fund | 25,000 |
| Off Duty Pay for Sheriff Deputies | 15,000 | E911 Fund | 1,077,868 |
| Care of Prisoners | 9,000 | | |

| | | | |
|----------------------------------|---------|-----------------------------|------------------------------|
| Animal Control Fees | 4,000 | Law Library | 12,000 |
| Landfill Fees | 620,000 | Debt Service Fund | 1,636,833 |
| Aging Services Local Revenue | 25,233 | Utilities | 461,127 |
| Family Resource Center Donations | 18,500 | Courthouse Maintenance Fund | <u>12,000</u> |
| Recreation Fees | 60,000 | Total - Other Funds | <u>6,520,329</u> |
| EMS Billing Revenue | 850,000 | | |
| Library Fines and Fees | 33,000 | | |
| Franklin Center Fees | 4,000 | | |
| Sale of Maps and Code | 5,000 | Schools: | |
| | | Local | 3,456,711 |
| Recovered Costs | 425,390 | State | 34,809,638 |
| | | Federal | 8,128,770 |
| Motor Vehicle Carriers Tax | 37,000 | County | 30,557,905 |
| Mobile Home Titling Tax | 85,000 | Canneries | <u>52,397</u> |
| Motor Vehicle Rental Tax | 25,000 | Total School Funds | <u>77,005,421</u> |
| Shared Expenses Comm Attorney | 485,609 | | |
| ***** | | | \$ <u><u>156,003,946</u></u> |

APPROPRIATIONS

| <u>DEPARTMENT</u> | <u>PURPOSE</u> | <u>ACCOUNT</u> | <u>AMOUNT</u> |
|-------------------|-------------------------------------|----------------|-----------------------|
| Clerk of Court | State Technology Funds Received | 2106- 7003 | 47,615.00 |
| Utilities | School Payment for Boones Mill | 50- 0184 | 72,140.00 |
| | Water Line | | |
| Utilities | Western Virginia Water Authority | 50- 0104 | 737,926.00 |
| | Payment towards 220 Water Line | | |
| | Construction | | |
| Sheriff | Tactical Team Supply Donation | 3102- 5413 | 10,000.00 |
| Sheriff | DARE Donation | 3102- 5423 | 1,000.00 |
| Sheriff | Additional Revenue Over Budget | 3102- 1010 | 6,553.00 |
| | for Off-Duty Work | 3301- 1010 | 20,446.00 |
| | | 2107- 1010 | 7,750.00 |
| Public Safety | Additional Billing Revenue Received | 3601- 7004 | 172,606.00 |
| | Over Budget | | |
| | | | |
| | | Total | <u>\$1,076,036.00</u> |

Transfers Between Departments

None

SNOW CREEK & GLADE HILL FIRE DEPARTMENT BRUSH TRUCK PURCHASE

Both the Snow Creek and Glade Hill Fire Departments have brush trucks that are due to be replaced. The vehicle to be replaced in Snow Creek is a 1987 Ford, 4-wheel drive ¾ ton truck equipped with utility compartments. The vehicle to be replaced in Glade Hill is a 1988 Ford, 4-wheel drive, ¾ ton pickup chassis. Both vehicles have reached the end of their serviceability to each of their departments.

Brush trucks must access remote fire scenes in wooded off-road areas and by their nature, are sometimes subjected to damaging conditions. In 2007, fire chiefs met with Public Safety staff and devised specifications for county fire fighting apparatus. The specified chassis design is a 1 ton 4-wheel drive pickup, single rear wheel axle that is suited for off-road travel. The specified engine should be at least a 6.0 liter V-8 gasoline engine as the horsepower and torque are necessary for off road applications. Specified as well is a removable 250 gallon per minute pump, fiberglass tank, and storage unit to be mounted in the bed of brush fire fighting apparatus. This pump and tank design is typically called a "skid" unit. A "skid" unit can be repaired, and remounted instead of replaced whenever the brush truck reaches its lifespan. A fiberglass tank reduces the gross vehicle weight, while a 1 ton chassis insures that the vehicle will be capable of transporting firemen, water, and gear, safely. Replacement vehicles will be constructed in accordance with county specifications.

The Snow Creek brush truck is equipped with a 150 gallon per minute pump and a steel water tank. When loaded with water, equipment and personnel, the vehicle exceeds its gross vehicle weight capacity. The vehicle currently has in excess of 75,000 miles on the chassis and due to mechanical issues, is no longer reliable to provide woodland fire fighting service as it frequently experiences break downs during use.

The Glade Hill Fire Department brush truck is scheduled for replacement in 2010. This vehicle has been reliable but is experiencing chassis problems which makes the vehicle unsafe for further use. The vehicle is already equipped with a slide out pump and tank or "skid" unit that complies with the county brush truck specifications therefore the chassis will only need to be replaced with some upfitting costs to remount the "skid" unit.

Quotes from local vendors were obtained for the chassis and compared to the same size vehicle available on state contract. Although state contract pricing for the base vehicle is \$215 dollars less than the quoted prices from local vendors for a base chassis, once the options to meet specifications are added, the quote from Duncan Ford is less than the state contract price. Several of the options needed to meet the brush truck chassis specifications are unavailable on state contract. These options include larger engine size, locking differential, heavy duty suspension, skid plates, and electronic shift four-wheel drive. After adding what options were available on state contract to the base contract price for the chassis, the quote from Duncan Ford is \$100 less than the cost of the closest equipped chassis available on state contract.

The quoted price of the 2011 F-350 regular cab, 4-wheel drive, 6.2 liter gasoline powered, chassis available from Duncan Ford is \$21,931.00 and is \$100.50 less than the state contract price of \$22,031.50. Other quotes from area car dealerships were in excess of the Duncan Ford quote. Dodge was contacted but did not submit a quote as they do not manufacture a 1 ton chassis with a single wheel rear axle. Funds to purchase the chassis and skid unit for Snow Creek are available in the 2009-2010 CIP budget. Funds to purchase the Glade Hill brush truck chassis have been included in the 2010-2011 CIP budget.

RECOMMENDATION:

Staff respectfully recommends that the Board of Supervisors authorize the purchase of two vehicles from Duncan Ford for the amount specified. Staff also recommends that the Board approve solicitation for bids to manufacture the "skid" unit for the Snow Creek Fire Department vehicle and remount the skid unit on the Glade Hill Fire Department vehicle in accordance with county specifications.

2012 GENERAL REASSESSMENT BID AWARD

On Tuesday, April 20th, 2010, the Board of Supervisors granted staff authorization to advertise and solicit proposals for the General Reassessment of all real estate located in Franklin County. Proposals were received Wednesday, June 2nd, 2010.

The General Reassessment Committee consisting of Rick Huff, County Administrator, Margaret Torrence, Commissioner of Revenue, Vincent Copenhaver, Director of Finance, and Sharon Tudor, Procurement Specialist, evaluated and interviewed the four firms that submitted proposals. Under the Virginia Public Procurement Act, the award of reassessment services falls under *Procurement of other than professional services* and allows the County to take into consideration more criteria than just price. The firms are ranked by the committee and negotiations begin with two or more of the firms. The lowest bidder bid \$9.75 per parcel but has not done any work in Franklin County for many years. Additionally, additional clerical support was offered by Wampler-Eanes for data entry of mobile homes into our mass appraisal software that was not offered by the lowest bidder. The Committee unanimously concluded that the Wampler-Eanes Appraisal Firm had the best proposal given the service that we have seen them give our citizens over the last two reassessments. They are very familiar with our properties and what the market conditions are throughout our County. It should be noted that there are no qualified firms located in Franklin County that are licensed by the state to perform this work, however, several of Wampler-Eanes employees reside in and around Franklin County. The firm is located in Botetourt County and currently assesses all new Building Permits for the County for new construction and has kept current with values and sales County-wide. Wampler-Eanes' negotiated price per parcel is \$10.75 per parcel or a total of \$455,488.25 for this contract. This compares with a contract price of \$12.50 per parcel in 2006. Funds are available in the FY' 2011 budget for this project.

RECOMMENDATION:

Staff respectfully requests the Board's authorization for the County to enter into a contract with the Wampler-Eanes Appraisal Firm for the reassessment of all real property in Franklin County

after all pertinent documents/contracts have been reviewed and approved by the County Attorney.

FRANKLIN CENTER GUIDELINES

The Franklin Center for Advanced Learning and Enterprise opened August 13th, 2007. The facility has been successfully accepted and utilized by the training partners, community, and employers. Many customers and employers access services addressing issues relative to employment, training, and education. The center’s success is reflective of the commitment and dedication of its partners. In addition to offering and expanding programs and services, the Franklin Center serves as a center of training and business that will enhance economic development for the county of Franklin. With the popularity of the building, updated guidelines have been drafted for your approval. (See attachment I.)

With the successful demands for usage of The Franklin Center, it is imperative that guidelines are in place to insure the caretaking of the facility and generate moderate revenues to recover some costs of operations. In the following table, fees for comparable facilities in the region are available for your review. (See attachment II.)

The following rate increases are proposed for The Franklin Center:

| Entity | Current Rate | Proposed Rate (per room) |
|---------------------------|------------------------------|---|
| Non-profit | \$0 | \$25 half day, \$50 full day |
| Business | \$25 half day, \$50 full day | \$50 half day, \$100 full day |
| Weekend Rate (all groups) | Closed | <u>Double the weekday rate plus hourly custodial rate</u> |

The cost recovery fee increases will assist with replacement of LCD projector bulbs (approximately \$300 each), usage of TFC equipment and repairs/replacements, technical assistance, custodial supplies, and other building expenses. With the budget reductions that have been implemented, this additional source of revenue will assist in maintaining services at The Franklin Center.

RECOMMENDATION:

Staff respectfully requests the Franklin County Board of Supervisors to approve the County Administrator and staff to update guidelines for facility usage at the Franklin Center with an effective date of July 1, 2010.

Attachment I:

**The Franklin Center of Advanced Learning & Enterprise
Room/Equipment Reservation Request Form
50 Claiborne Avenue
Rocky Mount, VA 24151
Phone: 540-483-0179 Fax: 540-483-1297
E-Mail: StaceyJones@franklincountyva.org
Internet: <http://www.thefranklincenter.org/>**

Company Name _____ Reservation No: _____

Contact Name _____ Client Number: _____

Address _____ Issued Date: _____

City, State, Zip _____ Fiscal Year: _____

Work Phone: () _____ Cell Phone: () _____

Email: _____

Name of the Meeting or Event: _____ Total Hours: _____

Facilities Reserved: _____ Date: _____

Activity Time: _____ to _____

Description of Event & Notes:

Room Rental Rates:

| Entity | Rate (per room) |
|---|--|
| Non-profit <i>*Please attach a copy of your IRS tax-exempt form to receive non-profit rates.</i> | \$25 half day (up to 4 hrs.), \$50 full day |
| For Profit Business | \$50 half day, \$100 full day |
| **Weekend Rate (all groups) | Double the weekday rate plus hourly custodial rate |

***The Franklin Center is closed on weekends; however, special **workforce training and educational classes** will be considered on a case by case basis. Please contact the Executive Director at (540) 483-0179 for more information. Note that weekend rates are for Friday evenings and Saturdays only.*

Number of rooms to be reserved _____ at \$_____ per room for a total of \$_____ due.

Please note: Rental fees must be paid at least 48 business hours in advance of your event or reservation will be cancelled.

Seating:

Please list the approximate number of people attending: _____

Furniture plan layout code (multipurpose rooms only): _____

Please note: Furniture may not be moved by anyone other than TFC staff. Furniture arrangement plans can not be changed by Franklin Center staff the day of the event.

Video Conferencing - If your organization needs a video conference room, please provide the following information:

IP address for Video Conference (if needed): _____

Please Note: A date and time to test audio/visual technology in advance of event to ensure compatibility and correct performance must be scheduled with staff at time of reservation.

Coffee & Refreshment Service:

The Franklin Center can provide you with a list of local caterers for your meeting/event.

Parking:

Parking is available in our lot with additional parking across Claiborne Avenue. Anyone driving vehicles towing trailers must park across the street in the overflow parking lot. Lessee is responsible for enforcing parking regulations with their participants.

LESSEE

SIGNATURE:

DATE: _____

SPACE RENTAL AGREEMENT

To be eligible to use the facilities of The Franklin Center for Advanced Learning & Enterprise, your program or function must:

1. Have a clearly identifiable continuing education component, or otherwise
2. Be related to the teaching, economic development, workforce development, and/or public service missions of the Center.

Please check all that apply to your event:

| | |
|--|--|
| <p>AUDIO/VISUAL EQUIPMENT**</p> <p>_____ C/D player _____ computer _____ multimedia projector _____ conference call originating _____ conference call receiving _____ Internet connection _____ microphone _____ cable connection _____ screen _____ TV/VCR _____ VCR w/ projector _____ Video Conference connection</p> <p>**Please note that Franklin Center equipment/technology must not be moved without staff approval.</p> | <p>FURNISHINGS**</p> <p>_____ A/V table _____ display table _____ easel (check for availability) _____ flip chart stand only _____ head table _____ panel table _____ panel chairs _____ podium _____ registration table _____ refreshment table _____ sign holder</p> <p>REFRESHMENTS & COFFEE</p> <p>Local Catering Contacts (available upon request) Vending machines available on site</p> |
|--|--|

1. Is this your first visit to our facility? ___Yes ___No
 2. How did you hear about our facility? ___Newspaper ___Brochure ___Business Associate ___Other
 3. Why did you choose our facility over others?
-

I am authorized to act on behalf of this organization, and I am authorized to reserve space and services for the event as described in the estimate. I understand that charges will be made for the facilities and services described unless this reservation is cancelled in writing not less than **two business days** prior to the program. I hereby certify that the proposed program meets the criteria specified above and will abide by the terms and conditions of The Franklin Center Space Rental Agreement set forth on the reverse side and incorporated by reference herein. Terms and conditions set out on attached pages 3-4 are herein included and made a part of this agreement.

Signature of Authorized Organizational Representative _____ Date _____

Print Name _____ Title _____

Sign and return the Agreement to:
 The Franklin Center for Advanced Learning & Enterprise
 50 Claiborne Avenue, Rocky Mount, VA 24151

**Terms and Conditions of
 The Franklin Center for Advanced Learning & Enterprise
 Space Rental Agreement**

Lessee agrees to abide by the following terms and conditions:

Distance Learning and Computer Classrooms: Rental of Distance Learning and Computer Classrooms include technical support from The Franklin Center Technical staff. Classroom equipment must be operated by or under close supervision of TFC staff. The Franklin Center will permit _____ to utilize TFC's local area network (LAN) and computer equipment for, training, education and access to the Internet. _____ Shall have responsibility to secure its own computer system used in TFC facilities, including hardware and software, and the information therein against caused by viruses or any other destructive agent. TFC makes no representations as to the security of its LAN, which is offered, to users for their convenience. Sending, receiving, viewing, downloading, or displaying illegal materials and graphics which may reasonably be construed as obscene is

prohibited. TFC disclaims all warranties, express and implied, whether based in contract, tort, strict liability or otherwise, including all implied warranties of merchantability or fitness for a particular purpose, with regard to the LAN and all of its computer hardware and software relied upon or used by _____ TFC does not warrant that the use of the LAN or other equipment will be uninterrupted. In no event shall TFC be liable for lost profits or any special, incidental or consequential damages.

Rooms and Rental Policy: Space will be assigned based on set-up requirements and the expected number of participants. **The Franklin Center reserves the right to reassign function rooms as needed to ensure maximum efficiency and client service.** Meeting rooms must be vacated promptly on schedule or an additional rental charge may be assessed.

Furniture: Furniture may not be moved by anyone other than TFC staff.

Copies & Faxes: Copy services are available in the Resource Room at a cost of \$.25 per black & white copy, \$1.00 per color copy (exact change required). Faxes for business and educational purposes are free up to 5 pages including coversheet. A fee of \$.25 per page will apply thereafter (exact change required).

Liability Policy: Liability for Personal Property of Lessee. The Franklin Center shall not be responsible for the loss or damage to personal property of the Lessee resulting from theft, fire, or any other cause.

Children: If childcare cannot be obtained, children who attend **meetings** must remain with their parents for constant supervision. Children should be accompanied by the parent to the restroom. No children are allowed in educational classes.

Smoking Policy: The Franklin Center is a non-smoking facility. **Lessee must use the designated smoking area near the tennis courts. Signs are posted. It is the responsibility of the Lessee to enforce this policy with their attendees.**

Open Flames: Candle burning and other open flames are not permitted in the facility at anytime with the exception of sterno burners for food products.

Rates Policy: Rates are subject to change each fiscal year and at other times by action of the Board of Supervisors.

Billing Policy: Lessees of The Franklin Center agree to pay in advance all applicable charges for use of the center facilities and services. Payment must be received no later than two (2) business days before the scheduled event or the reservation will be forfeited.

Indemnification: To the extent permitted by law, Lessee shall indemnify and hold The Franklin Center harmless from and against any and all liability for property damage or personal injuries resulting from or in any way connected with, the condition or use of the premises covered by this Agreement, except liability for personal injuries or property damage caused solely by the negligence or willful misconduct of The Franklin Center.

Care of premises. At the conclusion of this Agreement, Lessee shall remove all of its property and any litter from the premises when no custodian is on duty. Lessee shall maintain the premises in at least as good condition as that in which they were delivered, allowing for ordinary wear and tear. Lessee shall be liable for any damage to the premises caused by Lessee or Lessee's employees, agents, representatives or invitees. If extra cleaning is required as a result of your event, there will be a \$50 housekeeping surcharge invoiced after the event. If the building or equipment is damaged, the lessee will be responsible for 100% of the repair bill.

LESSEE

SIGNATURE:

DATE: _____

Definition: "The Franklin Center" or "TFC" as used in this Agreement shall mean The Franklin Center for Advanced Learning & Enterprise and its member institutions and the officers, employees, agents, and representatives of the Authority and its member institutions.

Cancellation Fees: Cancellation fees for events may be imposed with the following schedule:

Cancellation notice must be provided 48 business hours or more in advance of the event to be able to reschedule or forfeit 100% of the fee. Note: Rescheduled events should take place within

6 months of originally scheduled date. If an event is cancelled and a refund is desired, lessee must request the refund in writing within 10 business days.

Security: Security is the responsibility of the Lessee.

LESSEE

SIGNATURE:

DATE: _____

Attachment II: Fee Comparison Table

| | Roanoke Higher Ed Center | Abingdon Higher Ed Center | South Boston Higher Ed Center |
|--|---------------------------------|----------------------------------|--|
| Conference Rooms | | | |
| Large Conference Room | Hour/Day \$53/\$374 | Seats 66 to 88 \$300 | |
| Medium Conference Room | Hour/Day \$48/\$317 | Seats 20-30 \$60 | |
| Auditorium | Hour/Day \$108/\$600 | Seats 100 \$220 | capacity 85 (no tables) Profit \$40 hr Non profit \$100 per day |
| Computer Labs | | | |
| Classroom Classroom (38 students/1 teacher)-4 hours or less | Hour/\$194 | 30 station lab \$540 | 24 to 32 capacity Profit groups \$20 hr. Non profit \$50 per day |
| Small Computer Classroom (12 students/1 teacher) | Person/Day \$50/\$461 | 18 station lab \$400 | |
| Small Computer Classroom (12 students/1 teacher)-4 hrs or less | Hour \$115 | | |
| Audio/Visual Equipment | | | |
| Laptop PC | Event \$50 | | |
| LCD Video Projector | Event \$75 | | |
| Podium w/Mic. | Event \$50 | | |
| 27: TV and DVD/VCR Combo | Event \$50 | | |

BID AWARD FOR LANDFILL GAS COLLECTION EXPANSION SYSTEM

The Department of Environmental Quality (DEQ) requires the Franklin County Landfill to perform quarterly methane gas monitoring in probes along the property boundary and at all on-site structures. When any readings exceed 4% methane the County is mandated to submit a Landfill Gas Remediation Plan to DEQ. If the methane gas reading rises above 5% methane in any probe, then remediation has to be implemented. The County Landfill has been doing monthly methane gas monitoring since June 2007 because methane gas readings rose to 7% and higher and then came back down. However, DEQ still required that a gas mitigation plan be designed and installed.

In April 2009, the methane gas reading went back up to 4%. Joyce Engineering prepared a Remediation Plan and sent it to DEQ for review and approval. In May 2009, the methane gas readings in probe 1A went up to 7% methane. The Landfill had to start the implementation of the LFG Remediation. The first action of the plan is the installation of a gas extraction unit (GEU) or alternative mitigation on the gas vents nearest probe 1A. The County received bids and they were opened on Thursday, August 20, 2009. The County received four (4) different bids for gas mitigation ranging between \$153,995 and \$226,408 for implementation of a gas mitigation plan.

Bids received were substantially higher than anticipated due to the necessity to hook up an additional 9 vents not previously required to be monitored by DEQ. However, due to the location of the exceedances and the continuous gas reading DEQ is requiring that all vents be added to the mitigation plan. Subsequent to receiving these bids, staff met with Joyce Engineering and held discussions with DEQ. It was determined and approved by DEQ that the County would be

provided an additional 90 days to gather further data. Subsequent data collection revealed that exceedances of methane gas are located in a concentrated area at the western edge of the Landfill near Route 220. The County had two options a trenching system and a (GEU) gas system. After further studies it has been determined that the methane gas is traveling through cracks in bedrock and a trenching system would not capture all the methane gas. It is our engineering firm's opinion the methane gas may be controlled through a GEU mitigation system. A new GEU Blower has already been purchased for the system and the piping system is being awarded on this executive summary.

"There is no guarantee that the gas extraction system (GEU) will be successful". Since the methane gas dissipates into the atmosphere and our exceedances are relatively low, we are in a position to try this option. The County had originally budgeted \$60,000 for a gas extraction unit plus drilling additional vent holes if needed. Currently the County has \$65,350 in the CIP gas line item and an additional \$110,000 available as a result of the lower bid awarded for the required landfill pump and treat system. Total available in CIP is \$175,350. Preliminary cost estimates for the GEU mitigation system installation was \$100,000 to \$140,000.

Bids were received and opened on June 4, 2010. The County received eight (8) different bids for gas mitigation ranging between \$129,000 and \$252,750. (See Attached Bid Tabulation Form)

It is staff's recommendation that these funds be utilized to install a gas extraction system to mitigate the gas exceedances..

RECOMMENDATION:

County staff and Joyce Engineering respectfully recommend that the Board of Supervisors authorize the County Administrator to award to SCS Field Services a contract in the amount of \$129,000. Funds are currently available within the Landfill CIP budget for payment.

INDUSTRIAL FIRE EMERGENCY DECLARATION RATIFICATION

On June 5, 2010 Public Safety providers responded to an industrial fire at the Blue Ridge Solvents & Coatings building located in the Henry community of Franklin County. The County Administrator enacted a local declaration of emergency to assist county agencies in responding to the event in compliance with the Franklin County Emergency Operations Plan. 44-146.21 of the Code of Virginia requires that following a declaration of a state of emergency, the local Board of Supervisors must affirm the action.

On June 5, 2010 the Franklin County 911 center was notified that there was a fire at the Blue Ridge Solvents & Coatings factory located at 3800 Original Henry Road in the Henry section of Franklin County. On arrival, responders reported heavy fire with numerous explosions inside the building. To protect the public it was decided that evacuation of citizens within ¼ mile of the facility was necessary. Twenty residential dwellings were located within ¼ mile of the factory. The residents were evacuated by deputies to two emergency shelters. Within 2 hours the fire was controlled and residents were allowed to return to their property. No injuries were reported and there were no damages to any of the evacuated dwellings.

Since evacuations were necessary, a local state of emergency was declared. In accordance with state law, the declaration must be affirmed by the Board of Supervisors at their next meeting.

RECOMMENDATION: Staff respectfully recommends that the Board affirm the State of Emergency declaration prepared on June 5, 2010.

Declaration of Local Emergency



WHEREAS, the Director of Emergency Management of Franklin City/County does/did hereby find:

1. That due to an industrial fire with hazardous materials, Franklin County is facing/faced dangerous conditions;
2. That due to the industrial fire with hazardous materials, a condition of extreme peril to life and property necessitates/necessitated the proclamation of the existence of a local emergency;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that an emergency does now/or did exists throughout Franklin County; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said emergency, the powers, functions, and duties of the Franklin County Department of Public Safety shall be/were those prescribed by State Law and the Ordinances, Resolutions, and approved plans of Franklin County in order to mitigate the effects of said emergency.

June 5, 2010

Date

County Administrator/Emergency Manager

Confirmed:

Date

Chairman, Franklin County Board of Supervisors

Attest: _____
Clerk, Board of Supervisors/Franklin County
Commonwealth of Virginia

AWARD OF COMMERCE CENTER PAD GRADING BID

In April 2009, Franklin County received approval from the Virginia Tobacco Indemnification and Revitalization Commission for a grant in the amount of \$1,270,115 to be coupled with \$146,346 of local funds to grade two new pads at the Franklin County Commerce Park. These two sites, one five acres in size and the other five to eight acres, will be used to attract new and expanding businesses into the community providing new jobs and tax revenues. Up to 250,000 square feet of new facilities could be accommodated on these new building pads. Franklin County has limited “greenfield” sites to show prospective businesses and is in need of increasing this inventory in order to be competitive in its economic development efforts. Earlier this year, the Board approved advertising for bids on this project.

On June 9th, bids were opened at the Franklin County Government Center. A total of seven bids were received. The low bidder for the project was Worley Ready Mix Concrete, Inc. at a base cost of \$988,570.96. This is approximately \$200,000 (or 18%) under the estimated construction budget of \$1,200,000. If awarded, the project would begin immediately and be completed within twelve months. An alternative item to relocate the excess dirt to the Franklin County Landfill for their use as cover was also part of the bid. Worley Ready Mix bid this item at \$8,928. Staff recommends approving this alternative as part of the contract award. Earth Environmental, the County’s hired engineering firm for this project, is recommending award of this contract to the low bidder.

RECOMMENDATION:

Staff respectfully requests that the Board of Supervisors approve awarding the grading contract to low bidder Worley Ready Mix Concrete, Inc. in the amount of \$997,498.96 for the Franklin County Commerce Center project.

Bid Tabulation: The following table summarizes the bid tabulations. Total Base Bids ranged from \$997,498.96 to \$1,734,068.28. The engineer’s construction cost (excluding design) estimate was \$1,014,695.90. The total estimate including design was \$1,200,000.00

| Vendor Responding | Pad Site 1 | Pad Site 2 | Base Bid Total |
|----------------------------------|-------------------|-------------------|-----------------------|
| Allegheny Construction Co., Inc. | \$1,156,421.35 | \$295,485.75 | \$1,474,227.10 |
| E. C. Pace Co., Inc. | \$1,074,285.77 | \$220,752.74 | \$1,307,425.61 |
| Haley, Chisholm, & Morris, Inc. | \$1,410,473.11 | \$299,305.51 | \$1,734,068.28 |
| Sowers Construction Co., Inc. | \$1,082,780.40 | \$238,300.00 | \$1,346,509.90 |
| F. Clayton Plecker & sons, | \$1,097,291.07 | \$234,664.23 | \$1,338,930.30 |

| | | | |
|----------------------------------|----------------|--------------|----------------|
| Inc. | | | |
| H. T. Bowling, Inc. | \$1,071,473.60 | \$225,483.09 | \$1,315,928.69 |
| Worley Ready Mix Concrete, Inc.. | \$ 816,621.19 | \$171,949.77 | \$ 997,498.96 |

Worley Ready Mix Concrete, Inc.: Based on our review of the Bid Submittal, Worley Ready Mix Concrete, Inc. provided the low base bid total bid of \$997,498.96 with an additional bid alternate of \$8,928.00 to haul 5,580 tons of fill material to the Franklin County Landfill. A complete submittal package was included with the bid.

(RESOLUTION #02-06-2010)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to approve the consent agenda items as presented above (***Pulling #3 – 2012 General Reassessment Bid Award until later in the afternoon***).

MOTION BY: Wayne Angell
 SECONDED BY: Ronnie Thompson
 VOTING ON THE MOTION WAS AS FOLLOWS:
 AYES: Mitchell, Thompson, Angell, Johnson, Thompson & Wagner
 ABSENT: Cundiff

2012 GENERAL REASSESSMENT BID AWARD

On Tuesday, April 20th, 2010, the Board of Supervisors granted staff authorization to advertise and solicit proposals for the General Reassessment of all real estate located in Franklin County. Proposals were received Wednesday, June 2nd, 2010.

The General Reassessment Committee consisting of Rick Huff, County Administrator, Margaret Torrence, Commissioner of Revenue, Vincent Copenhaver, Director of Finance, and Sharon Tudor, Procurement Specialist, evaluated and interviewed the four firms that submitted proposals. Under the Virginia Public Procurement Act, the award of reassessment services falls under *Procurement of other than professional services* and allows the County to take into consideration more criteria than just price. The firms are ranked by the committee and negotiations begin with two or more of the firms. The lowest bidder bid \$9.75 per parcel but has not done any work in Franklin County for many years. Additionally, additional clerical support was offered by Wampler-Eanes for data entry of mobile homes into our mass appraisal software that was not offered by the lowest bidder. The Committee unanimously concluded that the Wampler-Eanes Appraisal Firm had the best proposal given the service that we have seen them give our citizens over the last two reassessments. They are very familiar with our properties and what the market conditions are throughout our County. It should be noted that there are no

RECOMMENDATION:

Staff respectfully requests the Board’s authorization for the County to enter into a contract with the Wampler-Eanes Appraisal Firm for the reassessment of all real property in Franklin County after all pertinent documents/contracts have been reviewed and approved by the County Attorney.

(RESOLUTION #03-06-2010)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to award the 2012 General Reassessment Bid Award to Wampler-Eanes in the amount of \$10.75 price per parcel of a total \$455,488.25.

MOTION BY: Wayne Angell
 SECONDED BY: Leland Mitchell
 VOTING ON THE MOTION WAS AS FOLLOWS:
 AYES: Mitchell, Thompson, Angell, Thompson & Wagner
 NAYS: Johnson
 ABSENT: Cundiff

THE MOTION PASSED WITH A 5-1-0-1 VOTE.

CARRYOVER APPROPRIATIONS – CEED PROJECT

Lee Cheatham, Director of Business and Finance presented a request to the Franklin County Board of Supervisors to consider approving the following carryover funding request for the CEED Project into the 2010-11 fiscal year:

Carryover Revenues:

| | |
|---|-----------|
| Uncommitted Windy Gap Funds – BB&T | \$295,388 |
| Federal Department of Energy Grant (12/26/07) | 77,898 |
| Donations – Appalachian Power Company | 10,000 |

| | |
|------------------------------------|------------------|
| Other School Funds – Gereau Center | <u>2,208</u> |
| Total | <u>\$385,494</u> |

Proposed Expenditures:

CEED Project at The Gereau Center (Previously approved by the Franklin County Board of Supervisors on 1/20/09 and 6/16/09) \$385,494

(RESOLUTION #04-06-2010)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to approve the request as presented above.

MOTION BY: Russ Johnson
 SECONDED BY: Bobby Thompson
 VOTING ON THE MOTION WAS AS FOLLOWS:
 AYES: Mitchell, Thompson, Angell, Johnson, Thompson & Wagner
 ABSENT: Cundiff

CARRYOVER APPROPRIATIONS – FCHS WEST CAMPUS, BOONES MILL PUBLIC WATER LINE PROJECT & ENERGY FUNDS FOR DIESEL FUEL, GASOLINE, HEATING OIL & ELECTRICITY

Lee Cheatham, Director of Business & Finance, School System, requested the Board to consider the following five carryover funding requests into the 2010-11 fiscal year:

1. Energy Fund – Electricity, Transportation Fuel and Heating Fuel \$418,128
2. Purchase of Additional Acreage Adjacent to an Existing School (Previously approved by the Franklin County Board of Supervisors on 6/19/07, 6/17/08 and 6/16/09.) \$ 50,000
3. School Capital Project – Enclose the Rear Lot at the FCHS West Campus with Walls & Roof to Provide Additional All-Weather Instructional Spaces for the Auto Body & Masonry Career & Technical Instructional Spaces (Previously approved by the Franklin County Board of Supervisors on 10/21/08, 6/16/09 and 10/20/09) \$148,898
4. Boones Mill Elementary School Public Water Line Project (\$25,000 + \$21,604 + \$47,546 - \$72,140 = \$22,010) (Previously approved by the Franklin County Board of Supervisors on 10/20/09) \$ 22,010
5. Burnt Chimney Elementary School Water Storage Tank Repair Project \$ 14,960

These five carry over items will be funded from funds that will remain unspent from 2009-10.

(RESOLUTION #05-06-2010)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to approve the request aforementioned with the understanding of funds to be spent for the designated request.

MOTION BY: Bobby Thompson
 SECONDED BY: Wayne Angell
 VOTING ON THE MOTION WAS AS FOLLOWS:
 AYES: Mitchell, Angell, Thompson & Wagner
 NAYS: Ronnie Thompson & Johnson
 ABSENT: Cundiff

ORIGINAL MOTION PASSED WITH A 4-2-0-1 VOTE.

SUBSTITUTE MOTION:

(RESOLUTION #06-06-2010)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to approve the appropriation request pulling the Energy Fund – Electricity, Transportation Fuel and Heating Fuel in the amount of 418,128.

SUBSTITUTE MOTION BY: Russ Johnson
 SUBSTITUTE SECONDED BY: Ronnie Thompson
 VOTING ON THE SUBSTITUTE MOTION WAS AS FOLLOWS:

AYES: Ronnie Thompson & Johnson
 NAYS: Mitchell, Angell, Bobby Thompson & Wagner
 ABSENT: Cundiff

THE SUBSTITUTE MOTION FAILS WITH A 2-4-0-1 VOTE.

VRS RESOLUTION

Vincent Copenhaver, Director of Finance, the Virginia General Assembly, in its 2010 session, passed legislation implementing new plan provisions for employees hired or rehired on or after July 1, 2010 with no prior Virginia Retirement System (VRS) service. The new plan is called the VRS Plan 2. The legislation stipulates that Plan 2 employees will pay the 5 percent member contribution through salary reduction on a pre-tax basis according to Internal Revenue Code §414(h). However, counties may elect to pay some or all of the 5 percent member contribution on behalf of your Plan 2 employees.

The legislation also permits each county, city, town, local public school board or other local employer to pick-up, in whole or in part (in 1 percent increments), the 5 percent member contribution as an additional benefit not paid as salary. The employer’s optional payment of the 5 percent member contribution may be phased in over a period approved by the VRS Board not to exceed 6 years and may only be made on a uniform basis for all its Plan 2 employees.

The positive for the County would be monetary savings for those employees hired after July 1 since the County would not be paying the 5% employee contribution as we do now. The negatives include creating two differing classes of employees as well as two different benefit structures – it would be possible for two employees to be working side by side, and doing the same job where one person would have the 5% member contribution paid by the county and the other person would not since they were hired after July 1, 2010. Another negative would be in future hiring situations where Franklin County may be competing with other localities that are still paying the 5% member contribution. We would certainly be at a disadvantage in that situation if we were not paying the 5%.

RECOMMENDATION:

Staff respectfully requests the Board to continue to pay the 5% employee contribution for all employees hired by the County on or after July 1, 2010 so as to not create two different classes of employees and also to not hinder the County in future hiring situations and to adopt the attached resolution as presented.

The Virginia General Assembly, in its 2010 session passed legislation creating a separate retirement plan for employees hired on or after July 1, 2010 (hereafter referred to as “Plan 2” employees). The legislation amended VA Code § 51.1-144 to provide that Plan 2 employees will pay their 5 percent member contribution and that, absent other action by the employer, such contribution will be paid through salary reduction according to Internal Revenue Code § 414 (h). Internal Revenue Code § 414 (h) provides that a governmental employer may “pick-up” mandatory employee contributions and thereby cause the contributions to be made on a pre-tax basis. The formal written action required by Internal Revenue Code § 414 (h) to effect the pick-up has been taken by the General Assembly with the Governor’s signature.

The legislation also permits each county, city, town, local public school board or other local employer to pick-up, in whole or in part (in 1 percent increments), the 5 percent member contribution as an additional benefit not paid as salary. The employer’s optional payment of the 5 percent member contribution may be phased in over a period approved by the VRS Board not to exceed 6 years and may only be made on a uniform basis for all its Plan 2 employees. The formal written action required by Internal Revenue Code § 414 (h) to effect the pick-up using the alternatives permitted by the legislation must be taken by the governing body of the specific employing entity and must be effective only on a prospective basis.

Please indicate, by selecting one option below, how member contributions will be paid:

- This is to acknowledge that _____ (Employer Name) will have the employees pay the 5 percent member contribution according to the terms of the legislation. This action does not require action by your governing body. _____ (Authorized Signature) _____ (Date)
- This is to acknowledge that Franklin County elects to pick-up some or all of the 5 percent member contributions as detailed in the following duly approved resolution.

RESOLUTION

Authorization to Pick-up the Employee’s Contribution to VRS Under § 414(h) of the Internal Revenue Code For Plan 2 Employees

WHEREAS, the Virginia General Assembly, in its 2010 session passed legislation creating a separate retirement plan for employees hired on or after July 1, 2010 (hereafter referred to as “Plan 2 Employees”). The legislation stipulates that Plan 2 Employees will pay their 5 percent member contribution and that, absent other action by the employer, such contribution will be paid through salary reduction according to Internal Revenue Code § 414 (h) on a pre-tax basis; and

WHEREAS, the legislation allows certain employers, including Franklin County to pick-up and pay all or a portion of the member contributions on behalf of its Plan 2 Employees as an additional benefit not paid as salary; and

WHEREAS, the election to pick-up and pay all or a portion of the member contributions on behalf of its Plan 2 Employees as an additional benefit not paid as salary shall, once made, remain in effect for the applicable fiscal year (July 1 - June 30) and shall continue in effect beyond the end of such fiscal year absent a subsequent resolution changing the way the 5 percent member contribution is paid; and

WHEREAS, employee contributions that are picked-up as an additional benefit not paid as salary are not considered wages for purposes of VA Code § 51.1-700 et seq. nor shall they be considered salary for purposes of VA Code § 51.1-100 et seq.; and

WHEREAS, Franklin County desires to pick-up and pay its Plan 2 Employees’ member contributions to VRS as an additional benefit not paid as salary in an amount equal to 5% of creditable compensation; and

WHEREAS, VRS tracks such picked-up member contributions and is prepared to treat such contributions as employee contributions for all purposes of VRS.

NOW, THEREFORE, IT IS HEREBY RESOLVED that effective the first day of July, 2010, Franklin County shall pick-up member contributions of its Plan 2 Employees to VRS as an additional benefit not paid as salary in an amount equal to 5% of creditable compensation subject to the terms and conditions described above; and it is further

RESOLVED that such contributions, although designated as member contributions, are to be made by Franklin County in lieu of member contributions; and it is further

RESOLVED that nothing herein shall be construed so as to permit or extend an option to VRS members to receive the picked-up contributions made by Franklin County directly instead of having them paid to VRS.

Adopted in _____, Virginia this _____ day of _____.

Authorized Signature Title

(RESOLUTION #07-06-2010)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to table the aforementioned resolution as presented until Tuesday, June 22, 2010 Board meeting.

- MOTION BY: Ronnie Thompson
- SECONDED BY: Russ Johnson
- VOTING ON THE MOTION WAS AS FOLLOWS:
- AYES: Mitchell, Thompson, Angell, Johnson, & Thompson
- NAYS: Wagner
- ABSENT: Cundiff

MOTION PASSED WITH A 5-1-0-1 VOTE.

REFINANCING OF 1998 BOND ISSUE

Vincent Copenhaver, Director of Finance, shared with the Board a summary of the refinancing results, as follows:

**FRANKLIN COUNTY
SUMMARY OF REFINANCING RESULTS**

Issue Being Refinanced: 1998 Refunding General Obligation Bonds

Originally Issue in 1994 (approved by voters of Franklin County)

Purpose of Original Issue: To finance the acquisition, equipping, renovation and construction of schools, parks, court facilities, industrial park facilities and other capital projects.

Interest Rate of 1998 Bonds: Varies from 4.00% to 5.00%

Amount Currently Outstanding: \$2,355,000

Remaining Time Period: Five Years

REFINANCING:

Interest Rate Proposed by Bank of America: 1.61%

FY 2011 Savings: \$23,000
 County: \$13,924,
 Schools: \$9,076

Total Savings over Five Years: \$113,000
 County: \$68,410,
 Schools: \$44,590

Notes: Issuance costs are included in the above calculations
 Public hearing not required since this is not new debt

Request: Respectfully request approval of the attached Resolution
COUNTY OF FRANKLIN, VIRGINIA

**RESOLUTION AUTHORIZING AND APPROVING
 THE ISSUANCE AND SALE BY FRANKLIN COUNTY, VIRGINIA
 OF ITS NOT TO EXCEED \$(3,000,000)
 GENERAL OBLIGATION REFUNDING BOND, SERIES 2010**

WHEREAS, the Board of Supervisors (the "Board") of the County of Franklin, Virginia (the "County") has previously determined that it was necessary and desirable to issue the County's General Obligation Refunding Notes, Series 1998, in the principal amount of \$4,765,000 (the "Series 1998 Bond"), and to use the proceeds thereof to advance refund the outstanding amounts payable with respect to the County's \$6,110,000 General Obligation Capital Improvement Bonds, Series 1994 (the "Series 1994 Bond") through and including the July 15, 2001 redemption date; and

WHEREAS, the County previously satisfied all Commonwealth of Virginia State Constitutional requirements and other statutory obligations including but not limited to those set forth in the Public Finance Act of 1991 (Chapter 26, Title 15.2, Code of Virginia of 1950, as amended) (the "Act"), in connection with the issuance of the Series 1994 Bond and the Series 1998 Bond; and

WHEREAS, the Series 1998 Bond was issued by the County and purchased from the County by First National Bank of Rocky Mount, now affiliated with Carter Bank and Trust ("Carter Bank") on March 12, 1998 and the County used the proceeds from such sale to advance refund the Series 1994 Bond; and

WHEREAS, the County has determined that it is in the best interests of the citizens and businesses of the County for the County to refinance and refund the Series 1998 Bond on a

current basis with proceeds available from the issuance and sale of the County's General Obligation Refunding Bond, Series 2010, in an amount not to exceed \$3,000,000 (the "Series 2010 Bond"); and

WHEREAS, the County has complied with all applicable terms and provisions of the Virginia Constitution and of the Act in connection with the issuance of the Series 1994 Bond, the Series 1998 Bond and the Series 2010 Bond; and

WHEREAS, the County intends to refund the Series 1998 Bond with the proceeds from the issuance of the Series 2010 Bond and to finance any additional costs associated with the costs of issuance of the Series 2010 Bond as the County deems appropriate; and

WHEREAS, the Series 2010 Bond will be sold by the County to the financial institution that presents the most advantageous proposal to the County (the "Bond Purchaser") as determined by the County Administrator and the Chairman of the Board based upon the advice of the County's financial advisor and in accordance with the terms of a financing agreement dated as of June 15, 2010 between the County and such Bond Purchaser in form and substance satisfactory to the County Administrator and the Chairman of the Board (the "Financing Agreement"); and

WHEREAS, such Bond Purchaser is expected to purchase the Series 2010 Bond:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Series 2010 Bond and Use of Proceeds. The Board hereby finds and determines that it is advisable and in the best interest of the County to issue the Series 2010 Bond in a maximum principal amount not to exceed \$3,000,000, with such Series 2010 Bond to be substantially in the form attached hereto as Exhibit A, pursuant to the terms of this Resolution. The issuance of the Series 2010 Bond is hereby authorized and approved, along with the sale of the Series 2010 Bond to the Bond Purchaser in accordance with the terms of the Financing Agreement. The Series 2010 Bond shall be known as the "County of Franklin, Virginia, General Obligation Refunding Bond, Series 2010." The proceeds from the issuance and sale of the Series 2010 Bond shall be used, together with other available funds, if any, to refund the Series 1998 Bond on a current basis and to pay costs related to the Series 2010 Bond, together with related expenses, including but not limited to the costs of issuance with respect to the Series 2010 Bond.

2. General Obligation Pledge of County. The full faith and credit of the County are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the Series 2010 Bond as the same become due and payable. The Board shall levy an annual ad valorem tax upon all property in the County, subject to local taxation, sufficient to pay the principal of, premium, if any, and interest on the Series 2010 Bond as the same shall become due for payment unless other funds are lawfully available and appropriated for timely payment thereof.

3. Details of Series 2010 Bond. The Series 2010 Bond shall be issued and sold substantially upon the terms and conditions set forth in this Resolution. The Series 2010 Bond shall be issued as a single bond in fully registered form, shall be dated the date of its issuance and delivery and shall be in a principal amount not to exceed \$3,000,000 and shall mature no later than July 15, 2014. The Series 2010 Bond shall bear interest at a rate and be payable in a manner acceptable to the Chairman of the Board or the County Administrator, either of whom may act to evidence such approval by the execution of the Series 2010 Bond. Interest shall be payable in an amount not to exceed 2.5% on the Series 2010 Bond semi-annually on January 15 and July 15, beginning either on July 15, 2010 or on January 15, 2011, with annual payments of principal payable beginning either on July 15, 2010 or July 15, 2011, and on each July 15, thereafter until all amounts payable with respect to the Series 2010 Bond have been paid or matured. The Series 2010 Bond shall be prepayable on any interest payment date by the County, in whole or in part, with a 102% prepayment premium on the principal amount prepaid. The principal and interest on the Series 2010 Bond shall be payable in lawful money of the United States of America.

4. Form of Bond. The Series 2010 Bond shall be in substantially the form attached as Exhibit A hereto, with such variations, insertions or deletions (including to the series designation) as may be approved by the Chairman of the Board or the County Administrator. There may be endorsed on the bond such legend or text as may be necessary or appropriate to conform to any applicable rules and regulations or any governmental authority or any usage or requirement of law with respect thereto.

5. Evidence of Approval. The Chairman of the Board or the County Administrator shall approve all of the details and provisions of the Series 2010 Bond and the Financing Agreement. Such individuals have been authorized and/or directed under this Resolution to approve the final form of such documents, and such approval shall be evidenced conclusively by the execution and delivery of such documents on the County's behalf.

6. Redemption of Series 1998 Bond. The Series 2010 Bond shall be used to refund the Series 1998 Bond on a current basis. The Series 1998 Bond shall be redeemed and retired in connection with the issuance of the Series 2010 Bond.

7. Execution and Delivery of Series 2010 Bond. The Chairman of the Board or the County Administrator is authorized and directed to execute the Series 2010 Bond. The Clerk of the Board is authorized and directed to affix the seal of the County to the executed Series 2010 Bond and to attest it and then to deliver the Series 2010 Bond to or at the direction of the Bond Purchaser upon payment of the principal amount thereof.

8. Registration, Transfer and Exchange. The Board appoints the County Administrator as its registrar and transfer agent to keep books for the registration and transfer of the Series 2010 Bond and to make such registrations and transfers on such books under such reasonable regulations as the Board may prescribe. Upon surrender for transfer or exchange of the Series 2010 Bond at the office of the County Administrator, the County Administrator shall cause the execution and delivery in the name of the transferee or registered owner, as applicable, of a new Series 2010 Bond for a principal amount equal to the Series 2010 Bond surrendered and of the same date and tenor as the Series 2010 Bond surrendered, subject in each case to such reasonable regulations as the Board may prescribe. If surrendered for transfer, exchange, redemption or payment, the Series 2010 Bond shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and substance reasonably satisfactory to the County Administrator, duly executed by the registered owner or by his or her duly authorized attorney-in-fact or legal representative. A new Series 2010 Bond delivered upon any transfer or exchange shall be a valid general obligation of the County, evidencing the same debt as the Series 2010 Bond surrendered and shall be entitled to all of the security and benefits of this Resolution to the same extent as the Series 2010 Bond surrendered.

9. Charges for Exchange or Transfer. No charge shall be made for any exchange or transfer of the Series 2010 Bond, but the County Administrator may require payment by the holder of the Series 2010 Bond of a sum sufficient to cover any tax or any other governmental charge that may be imposed in relation thereto.

10. Mutilated, Lost, Stolen or Destroyed Bond. If the Series 2010 Bond has been mutilated, lost, stolen or destroyed, the County shall execute and deliver a new Series 2010 Bond of like date and tenor in exchange and substitution for, and upon delivery to the County Administrator and cancellation of, such mutilated Series 2010 Bond, or in lieu of and in substitution for such lost, stolen or destroyed Series 2010 Bond; provided, however, that the County shall execute, authenticate and deliver a new Series 2010 Bond only if its registered owner has paid the reasonable expenses and charges of the County in connection therewith, and in the case of a lost, stolen or destroyed Series 2010 Bond (i) has filed with the County Administrator evidence satisfactory to him or her that such Series 2010 Bond was lost, stolen or destroyed and that the holder of the Series 2010 Bond was its registered owner and (ii) has furnished to the County indemnity satisfactory to the County Administrator. If the Series 2010 Bond has matured, instead of issuing a new Series 2010 Bond, the County may pay the Series 2010 Bond without surrender upon receipt of the aforesaid evidence and indemnity.

11. Approval of Financing Agreement. A Financing Agreement which is to be prepared by bond counsel with input from the Bond Purchaser is hereby approved in form and substance satisfactory to the Chairman of the Board or the County Administrator, whose approval shall be evidenced conclusively by the execution and delivery of such Financing Agreement on the County's behalf. The Chairman of the Board and the County Administrator are authorized to execute and deliver such Financing Agreement on behalf of the County, and such other documents and certificates as such officer may consider necessary in connection therewith.

12. Approval of the Nonarbitrage Certificate and Tax Compliance Agreement. A Nonarbitrage Certificate and Tax Compliance Agreement is hereby approved in form and substance satisfactory to the Chairman of the Board or the County Administrator, whose approval shall be evidenced conclusively by the execution and delivery of such Nonarbitrage Certificate

and Tax Compliance Agreement on the County's behalf. The Chairman of the Board and the County Administrator are authorized to execute and deliver such Nonarbitrage Certificate and Tax Compliance Agreement on behalf of the County, and such other documents and certificates as such officer may consider necessary in connection therewith.

13. Bank Qualification. To the extent required by the Internal Revenue Code (the "Tax Code"), the Board hereby takes any and all actions necessary to designate the Series 2010 Bond as a "qualified tax-exempt obligation" on behalf of the County in accordance with the provisions of Section 265(b)(3) of the Tax Code. The Board does not reasonably anticipate that the County, the County's subordinate entities, and the entities which issue obligations on the County's behalf will issue, in the aggregate, more than \$30,000,000 in tax-exempt obligations during the calendar year 2010, and the County will not designate more than \$30,000,000 of qualified tax-exempt obligations in calendar year 2010.

14. Further Actions, Documents and Instruments. The Chairman and Vice Chairman of the Board, the County Administrator, the Assistant County Administrator, the Finance Director and such officials and agents of the County as may be designated by any of them are authorized and directed to take such further actions as they deem necessary regarding the issuance and sale of the Series 2010 Bond, the refinancing of the Project, the disbursement of proceeds of the Series 2010 Bond, and the execution, delivery and performance of the obligation under the Financing Agreement and the Nonarbitrage Certificate and Tax Compliance Agreement including, without limitation, the execution and delivery of an IRS Form 8038-G and such other closing documents and certificates deemed necessary or desirable in connection with the issuance of the Series 2010 Bond and the refinancing of the Project. All such actions previously taken by such officers and agents are ratified and confirmed.

15. Filing of Resolution. Bond Counsel to the County is authorized and directed to file a certified copy of this Resolution with the Circuit Court of Franklin County, Virginia, pursuant to Sections 15.2-2607 and 15.2-2627 of the Code of Virginia of 1950, as amended.

16. Effective Date. This Resolution shall take effect immediately.

CERTIFICATE

The undersigned Clerk of the Board of Supervisors of Franklin County, Virginia hereby certifies that the foregoing is a true, correct and complete copy of a resolution duly adopted by a majority of the members of the Board of Supervisors of Franklin County, Virginia present and voting during the meeting duly called and held on June 15, 2010, and that such resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof. A summary of the members present or absent at such meeting, and the recorded vote with respect to the foregoing resolution, is set forth below:

| Member Name | <u>Attendance</u> | | <u>Voting</u> | | |
|--------------------|--------------------------|---------------|----------------------|-----------|-------------------|
| | Present | Absent | Yes | No | Abstaining |
| Charles Wagner | | | | | |
| W. Wayne Angell | | | | | |
| Bobby W. Thompson | | | | | |
| W. Leland Mitchell | | | | | |
| Ronnie Thompson | | | | | |
| David R. Cundiff | | | | | |
| Russell P. Johnson | | | | | |

WITNESS my hand and the seal of the County this ____ day of June, 2010.

 Clerk, Board of Supervisors of Franklin
 County, Virginia

(SEAL)

EXHIBIT A

Form of Bond

R-1

REGISTERED

**UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA**

**COUNTY OF FRANKLIN, VIRGINIA
GENERAL OBLIGATION REFUNDING BOND
SERIES 2010**

DATED DATE
June __ 2010

MATURITY DATE
July 15, 2014

REGISTERED OWNER _____

PRINCIPAL AMOUNT _____ Million ____ Hundred and _____ Thousand and 00/100
Dollars (\$_____)

THE COUNTY OF FRANKLIN, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "County"), for value received, promises to pay, solely from the revenues and other sources pledged therefore and described below, to the payment of this Bond, to the registered owner of this Bond or its legal representative, the principal sum stated above, together with interest thereon at the rates stated below, as set forth below.

Principal on this Bond shall be due and payable in annual installments in the amounts and on the dates set forth in Schedule I attached hereto. Interest on this Bond shall accrue at the rate set forth in Schedule I and shall be due and payable semi-annually on each January 15 and July 15, commencing [July 15, 2010]. Interest on this Bond is computed on the basis of a year of 360 days and twelve 30-day months and is payable in accordance with Schedule I attached hereto.

The issuance of this Bond has been duly authorized by the Board of Supervisors of the County by a resolution adopted on June 15, 2010 (the "Resolution"). This Bond is issued pursuant to the terms of the Resolution to refund the outstanding balance due with respect to the County of Franklin, Virginia General Obligation Refunding Notes, Series 1998 (the "1998 Bond") purchased by First National Bank of Rocky Mount, now affiliated with Carter Bank and Trust from the County to advance refund the County, \$6,110,000 General Obligation Capital Improvement Bond, Series 1994 through its July 15, 2001 redemption date. The full faith and credit of the County are irrevocably pledged for the payment of all amounts due and payable with respect to the Bond, including but not limited to principal and interest.

This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the Commonwealth of Virginia, including but not limited to the Public Finance Act of 1991, Chapter 26 of Title 15.2 of the Code of Virginia of 1950, as amended to refund on a current basis the Series 1998 Bond. The Bond has been sold to _____ (the "Bond Purchaser") pursuant to a _____ Agreement dated as of June 15, 2010 between the County and the Bond Purchaser (the "Financing Agreement").

Interest is payable by check or draft mailed to the registered owner of this Bond on the 1st day of the month preceding each interest payment date at the address of the holder or holders of the Bond that appears on the registration books kept by the Registrar. Principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. In case the date fixed for the payment of principal of or interest on or the redemption of this Bond shall not be a Business Day (as defined below) then payment of principal, premium, if any, and interest need not be made on such date, but may be made on the next succeeding Business Day, and, if made on such next succeeding Business Day, no additional interest shall accrue for the period after such maturity date or date fixed for the payment of interest or redemption. "Business Day" means any Monday, Tuesday, Wednesday, Thursday or Friday on which commercial banking institutions generally are open for business in New York and Virginia.

This Bond is subject to prepayment at the election of the County on any interest payment date in whole or in part with a 102% prepayment premium on the principal amount prepaid.

If an Event of Default (as defined in the Financing Agreement) occurs, the principal of this Bond may be declared immediately due and payable by the registered owner of this Bond by written notice to the County.

This Bond may be transferred only by an assignment duly executed by the registered owner hereof or such owner's attorney or legal representative in form satisfactory to the Clerk of the Board of Supervisors of the County (the "Clerk"), as registrar. Such transfer shall be made in the registration books kept by the Clerk, as registrar, upon presentation and surrender hereof.

It is certified and recited that all acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to the issuance of this Series 2010 Bond have happened, exist or been performed in due time, form and manner as so required and that the indebtedness evidenced by this Series 2010 Bond is within every debt and other limit prescribed by the Constitution and statutes of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this SERIES 2010 Bond to be signed by its Chairman and its seal to be affixed and attested by the signature of the Clerk to such Board.

COUNTY OF FRANKLIN, VIRGINIA

Charles Wagner
Chairman, Board of Supervisors

(SEAL)

ATTEST:

Clerk, Board of Supervisors

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ this Note and all rights hereunder, and hereby irrevocably constitute and appoints _____, attorney, to transfer this Note on the books kept for its registration, with full power of substitution.

Dated: _____

Tax Identification Number of Transferee _____

Signature Guaranteed:

Registered Owner

(NOTE: The signature of the registered owner or owners must be guaranteed by a member firm of the New York Stock Exchange or by a commercial bank or trust company.)

(NOTE: The signature above must correspond exactly with the name of the registered owner as it appears on front of this Note.)

Schedule I
Payment Schedule

| Period Ending | Principal | Interest | Total Debt Service | Annual Debt Service |
|--|-----------|----------|--------------------|---------------------|
| <u>(RESOLUTION #08-06-2010)</u> | | | | |

BE IT THEREFORE RESOLVED, by the Board of Supervisors to adopt the aforementioned resolution as presented above.

MOTION BY: Wayne Angell
 SECONDED BY: Bobby Thompson
 VOTING ON THE MOTION WAS AS FOLLOWS:
 AYES: Mitchell, Thompson, Angell, Johnson, Thompson & Wagner
 ABSENT: Cundiff

APPOINTMENTS:

- | | POSITION |
|--|----------|
| Library (4-Yr. Term) | |
| • Blackwater District | |
| • Blue Ridge District (Unexpired Term) | |
| Recreation Commission (3-Yr. Term) | |
| • Blackwater District | |
| • At-Large Member | |
| West Piedmont Business Development Center Board (3-Yr. Term) | |
| • Citizen Appointment | |
| Transportation safety Commission (4-Yr. Term) | |
| • Blackwater District | |
| • Blue Ridge District | |
| • Boone District | |
| • Gills Creek District | |
| • Union Hall District | |
| • Snow Creek District | |
| • Rocky Mount District | |
| Roanoke Valley Detention Commission (4-Yr. Term) | |
| • 2 Staff Members | |

(RESOLUTION #09-06-2010)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to appoint Molly Bratton-Jones to serve on Library Board representing the Blackwater District with said term to expire June 30, 2014.

MOTION BY: Wayne Angell
 SECONDED BY: Russ Johnson
 VOTING ON THE MOTION WAS AS FOLLOWS:
 AYES: Mitchell, Thompson, Angell, Johnson, Thompson & Wagner
 ABSENT: Cundiff

(RESOLUTION #10-06-2010)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to appoint Felicia Woods to serve on Library Board representing the Blue Ridge District filling the unexpired term of Florence Quinn with said term to expire June 30, 2011.

MOTION BY: Bobby Thompson
 SECONDED BY: Wayne Angell
 VOTING ON THE MOTION WAS AS FOLLOWS:
 AYES: Mitchell, Thompson, Angell, Johnson, Thompson & Wagner
 ABSENT: Cundiff

(RESOLUTION #11-06-2010)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to appoint Jonathan Crutchfield to serve on Recreation Commission representing the Blackwater District with said term to expire June 30, 2013.

MOTION BY: Wayne Angell
 SECONDED BY: Bobby Thompson
 VOTING ON THE MOTION WAS AS FOLLOWS:
 AYES: Mitchell, Thompson, Angell, Johnson, Thompson & Wagner
 ABSENT: Cundiff

(RESOLUTION #12-06-2010)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to appoint Kay Saleeby to serve on Recreation Commission representing the At-large Member with said term to expire June 30, 2013.

MOTION BY: Wayne Angell

SECONDED BY: Leland Mitchell
VOTING ON THE MOTION WAS AS FOLLOWS:
AYES: Mitchell, Thompson, Angell, Johnson, Thompson & Wagner
ABSENT: Cundiff

(RESOLUTION #13-06-2010)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to appoint Barry Bridges to serve on the West Piedmont Business Development Center Board with said term to expire June 30, 2016.

MOTION BY: Russ Johnson
SECONDED BY: Bobby Thompson
VOTING ON THE MOTION WAS AS FOLLOWS:
AYES: Mitchell, Thompson, Angell, Johnson, Thompson & Wagner
ABSENT: Cundiff

(RESOLUTION #14-06-2010)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to appoint the following individuals to serve on the Transportation Safety Commission with said term to expire June 30, 2014.

- Blackwater District - B. W. Wright
- Blue Ridge District - Dr. Sandy Mankins
- Gills Creek District - J. P. Nolen
- Snow Creek District - Johnny Greer
- Rocky Mount District - John Speidel

MOTION BY: Wayne Angell
SECONDED BY: Russ Johnson
VOTING ON THE MOTION WAS AS FOLLOWS:
AYES: Mitchell, Thompson, Angell, Johnson, Thompson & Wagner
ABSENT: Cundiff

(RESOLUTION #15-06-2010)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to appoint Christopher Whitlow and Vincent Copenhaver (Alternate) to serve on the Roanoke Valley Detention Commission with said term to expire June 30, 2014.

Christopher Whitlow
Vincent Copenhaver - Alternate

MOTION BY: Leland Mitchell
SECONDED BY: Ronnie Thompson
VOTING ON THE MOTION WAS AS FOLLOWS:
AYES: Mitchell, Thompson, Angell, Johnson, Thompson & Wagner
ABSENT: Cundiff

TOBACCO COMMISSION RESERVE FUND

Bobby Thompson, Supervisor, Blue Ridge District, advised the Board no application will be accepted without a signed resolution from the governing body of the entity making the application. The Tobacco Commission Reserve application will be accepted without a signed resolution from the governing body of the entity making the application, authorizing submission of the application and stating that the person signing on behalf of the applying entity is authorized to execute all grant-related documents and is accepting responsibility for the accuracy of the application and for the appropriate use of funds, should they be granted, with no commitment of local funds.

(RESOLUTION #16-06-2010)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to authorize staff to submit a grant application to the Virginia Tobacco Indemnification and Community Revitalization Commission's Reserve Fund program for a "farm-to-table" initiative in cooperation with Ferrum College as requested authorizing the County Administrator to execute all grant-related documents.

MOTION BY: Wayne Angell
SECONDED BY: Russ Johnson
VOTING ON THE MOTION WAS AS FOLLOWS:
AYES: Mitchell, Thompson, Angell, Johnson, Thompson & Wagner
ABSENT: Cundiff

Chairman recessed the meeting to the Training Room B75 for the work session planned for the Smith Farm Master Plan.

SMITH FARM WORK SESSION ON MASTER PLAN

Michael Burnette, Acting Director for Commerce & Leisure Services, presented the following PowerPoint Presentation:

THE SMITH FARM



WHERE DO WE GO FROM HERE?

THE SMITH FARM

What is the Smith Farm?

- 307 acres on west side of SML
- Purchased in December 2009 for \$1 million, payable over ten years without interest
- Purchase price to be used for County student scholarships to VWCC
- Will restricted to educational and recreational uses
- Will requires preservation of growing stands of timber and does not allow timber to be cut or cleared unless necessary for a specific development
- Currently leased as working farm
- Over 1,400 feet of shoreline



THE SMITH FARM

What is the Future of Smith Farm?

BUT THE QUESTION REMAINS...

What is the highest and best use or uses for this important County property & how do we evaluate the ideas?


 THE SMITH FARM

How Do We Determine the Right Path Forward?

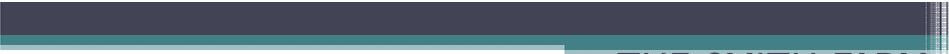
Board Direction to Staff

Outside Master Plan Advice

Community Input Sessions

Legal Restrictions Analysis

Sustainability Analysis


 THE SMITH FARM

Questions for Board Discussion

Should Smith Farm Be Developed? If So, When?

Evaluate the Priority Level of Project

(What Resources are We Ready to Commit to Planning?)

Identify the Board's Wants and Do Not Wants

Determine Needed Level of Outside Expertise

Establish a Planning Budget and Timeline

Decide on Use Until Fully Developed


 THE SMITH FARM

Concerns for Board Discussion

Groups are Beginning to Pitch "Good Ideas" and Seeking to Get Board Members to Agree That it is Appropriate Without the Benefit of a Master Plan

Are There Groups That Will Manage at No Cost To County in Exchange for Grant Opportunities?

There are Partnerships to Build for This to Be Successful... Are there others who can help us with that?

The Entire Board Needs to Agree on How "Good Ideas" Will Be Handled

THE SMITH FARM

NEXT STEPS (?)

- Request for Qualifications to Write RFP
- Edit and Advertise Request for Proposals
- Interim Use / Management of Property
- Budget Allocation
- Solicitation of Community Input
- Other???

General discussion ensued.

THE SMITH FARM

NEXT STEPS (?)

- Request for Qualifications to Write RFP
- Edit and Advertise Request for Proposals
- Interim Use / Management of Property
- Budget Allocation
- Solicitation of Community Input
- Other???

General discussion ensued.

The Board agreed they would listen to various groups/individuals interest of proposed uses for the Smith Farm, but in no way was the Board ready to make any financial commitments to a project for the immediate period, unless the economy turns around.

(RESOLUTION #17-06-2010)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to authorize staff to solicit for RFP's in general terms for recreation elements to enhance tourism for the Smith Farm with no commitment of time or money.

- MOTION BY: Wayne Angell
- SECONDED BY: Ronnie Thompson
- VOTING ON THE MOTION WAS AS FOLLOWS:
- AYES: Mitchell, Thompson, Angell, Johnson, Thompson & Wagner
- ABSENT: Cundiff

CLOSED MEETING

(RESOLUTION #18-06-2010)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to into a closed meeting in accordance with 2.2-3711,a-1, Personnel, a-5, Discussion of a Prospective New Business or Industry, or of Expansion of an Existing One, of the Code of Virginia, as Amended.

MOTION BY: Ronnie Thompson
 SECONDED BY: Russ Johnson
 VOTING ON THE MOTION WAS AS FOLLOWS:
 AYES: Mitchell, Thompson, Angell, Johnson, Thompson & Wagner
 ABSENT: Cundiff

MOTION: Leland Mitchell **RESOLUTION: #19-06-2010**
 SECOND: Wayne Angell MEETING DATE June 22, 2010
 WHEREAS, the Franklin County Board of Supervisors has convened an 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(d) of the Code of Virginia requires a certification by this Franklin County Board of Supervisors that such closed meeting was conducted in conformity with Virginia law;
 NOW, THEREFORE, BE IT RESOLVED, that the Franklin County Board of Supervisors 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 Franklin County Board of Supervisors.
 VOTE:
 AYES: Mitchell, Thompson, Angell, Johnson, Thompson & Wagner
 NAYS: NONE
 ABSENT DURING VOTE: Cundiff
 ABSENT DURING MEETING: Cundiff

Chairman Wagner recessed the meeting for the previously advertise public hearings as follows:
JETBROADBAND TO SHENTEL CABLE COMPANY FRANCHISE TRANSFER

In accordance with the provisions pursuant to County Code Section 5.1-21 notice is hereby given to all interested persons that the Board of Supervisors of the County of Franklin, Virginia, will conduct a public hearing at approximately **6:00 P.M., on Tuesday, June 15, 2010**, in the Franklin County Board of Supervisor's Meeting Room in the Franklin County Courthouse, Rocky Mount, Virginia.

At this meeting, the Board of Supervisors will consider the ***transfer of the existing cable franchise from Jetbroadband to Shentel Cable Company*** to continue operations in Franklin County granted by the Board on September 17th, 2002.

Public Hearing was Opened.

The County's current Cable Television Franchise agreement became effective on October 1, 2003 with Charter Communications. The franchise was subsequently transferred to Cebridge Connections, dba Suddenlink Communications, on July 1, 2006 and then transferred to JetBroadband VA on August 1, 2007. JetBroadband now has notified the County of their intent to transfer the Franchise with an effective date no later than August 23, 2010, to Shentel Cable Company via a Federal Communications Commission Form 394. FCC rules and language within the franchise agreement require JetBroadband VA to provide the County a 120 day notice of the proposed transfer. The County may elect to approve the transfer, deny permission for the transfer, or take no action. No action would result, as it did in July 2006, in assumed approval at the conclusion of the 120 notification period. Approval by the County, by FCC rule and the Franchise agreement, may not be unreasonably withheld.

Staff has met with Shentel Cable Company and feels they are a good fit for Franklin County. A wholly-owned subsidiary of Shenandoah Cable Television Company, which is, in turn, a wholly-owned subsidiary of Shenandoah Telecommunications Company, Shentel promises to remain a local cable provider with customer service being offered on a walk in and limited telephone basis in a Rocky Mount office and with a Customer Service Call Center located in Edinburg in Shenandoah County. They are advertising their intent to bring in High Definition TV, telephone service, Digital Video Recorder (DVR) services, greater broadband speeds and to work with our local Cable TV Channel 12 station to improve access and programming. Shentel has agreed to abide by all stipulations that were outlined in the May 25, 2007 transfer agreement letter with JetBroadband including interpretation of the Franchise build-out requirements.

Shentel is a public company with 4400+ shareholders that is profitable and has strong and focused growth. Their cable focus is on smaller less competitive markets to build clusters to gain operating efficiencies and provide "triple play" (cable, Internet and phone). Shentel acquired a cable business in West Virginia in 2009 adding 60,000 customers. The purchase of JetBroadband VA will add an additional 58,000 cable customers.

RECOMMENDATION:

1. Conduct the advertised public hearing
2. Following the hearing to hear comments from the public on the proposed transfer, the following actions should be considered:
 - a. Take no action with the results being the transfer is assumed approved on August 23, 2010, or
 - b. Deny the transfer with an expectation of a challenge that the denial does not meet the "may not be unreasonably withheld" rule, or
 - c. Approve the transfer with an effective date of August 23, 2010.

Public Hearing was Opened.

Bill Barbour, Director of Operations, Jetbroadband/Shentel Cable Company, presented the transfer of the existing cable franchise from Jetbroadband to Shentel Cable Company for the Board's consideration. Mr. Barbour stated he stood ready to answer any questions the Board may have and offered the following resolution for the Board's review and consideration:

June 15, 2010

**RESOLUTION OF COUNTY OF FRANKLIN, VIRGINIA
APPROVING THE ASSIGNMENT OF THE CABLE TELEVISION FRANCHISE**

WHEREAS, JetBroadband VA, LLC ("Franchisee") owns, operates and maintains a cable television system ("System") serving the **COUNTY OF FRANKLIN, VIRGINIA** pursuant to a franchise agreement (the "Franchise") issued by the **COUNTY OF FRANKLIN, VIRGINIA** (the "Franchise Authority"), and Franchisee is the duly authorized holder of the Franchise; and

WHEREAS, ON April 16, 2010, JetBroadband VA, LLC entered into an Asset Purchase Agreement (the "Agreement") with Shentel Cable Company ("Shentel") in which, among other things, the Franchisee proposes to sell and assign to Shentel Cable Company certain of the assets, including the Franchise, used by the Franchisee in the operation of the System (the "Transaction"); and

WHEREAS, Franchisee and Shentel have requested the consent of the Franchise Authority for the assignment of the Franchise in accordance with the requirements of the Franchise and applicable law and have filed with the Franchise Authority a franchise assignment application on FCC Form 394 that includes relevant information concerning the Transaction and the legal, technical and financial qualifications of Shentel (collectively, the "Application"); and

WHEREAS, the Franchise Authority has reviewed the Application, examined the legal, financial and technical qualifications of Shentel, followed all required procedures to consider and act upon the Application, and considered the comments of all interested parties; and

WHEREAS, Shentel has represented that it will comply with the terms and conditions of the Franchise and continue to support Franklin County's Cable Channel 12 with no less than the support that Cable Channel 12 receives currently from JetBroadband which include both financial support and a facilities lease including electrical service.

WHEREAS, Shentel further agrees to the interpretation of paragraph 5.1 of the Franchise as outlined in the JetBroadband transfer agreement letter dated May 25, 2007.

WHEREAS, Shentel has agreed to maintain a retail office within the boundaries of Franklin County so that citizens may meet with Shentel representatives in person.

WHEREAS, the Franchise Authority believes that it is in the best interest of the community to approve the Application and the assignment of the Franchise and the System to Shentel, as described in the Application.

NOW, THEREFORE, BE IT RESOLVED BY THE FRANCHISE AUTHORITY AS FOLLOWS:

SECTION 1. The Franchise Authority hereby approves the Application and consents to the assignment of the Franchise and the System to Shentel, all in accordance with the terms of the Franchise and applicable law and Shentel shall comply with the terms and conditions of the Franchise.

SECTION 2. The Franchise Authority confirms that (a) the Franchise was properly granted or assigned to Franchisee and is in full force and effect, (b) the Franchise represents the entire understanding of the parties and the Franchisee has no obligations to the Franchise Authority other than those specifically stated in the Franchise, (c) the Franchisee is materially in compliance with the provisions of the Franchise and applicable law, and (d) there exists no fact or

circumstance known to the Franchise Authority which constitutes or which, with the passage of time or the giving of notice or both, would constitute a default or breach under the Franchise or would allow the Franchise Authority to cancel or terminate the rights of Franchisee thereunder.

SECTION 3. The Franchise Authority hereby consents to and approves the (a) pledge or grant of a security interest to, or the exercise of associated remedies by, any lender(s) of Shentel or its affiliates in Shentel's assets, including, but not limited to, the Franchise, or of interests in Shentel, for purposes of securing any indebtedness, and (b) the assignment or transfer of Shentel's assets, including the Franchise, provided that such assignment or transfer is to an entity directly or indirectly controlling, controlled by or under common control with Shentel.

SECTION 4. The Franchise Authority's approval of the Application and its consent to the assignment of the Franchise to Shentel shall be effective immediately, and Shentel shall notify the Franchise Authority upon the closing of the Transaction (the "Closing Date").

SECTION 5. The Franchise Authority releases the Franchisee, effective upon the Closing Date, from all obligations and liabilities under the Franchise and applicable law that accrue on and after the Closing Date, provided that Shentel shall be responsible for any obligations and liabilities under the Franchise that accrue on and after the Closing Date.

SECTION 6. This Resolution shall have the force of a continuing agreement with Franchisee and Shentel, and the Franchising Authority shall not revoke, amend or otherwise alter this Resolution without the consent of the Franchisee and Shentel.

PASSED, ADOPTED AND APPROVED this 15th, day of June, 2010.

COUNTY OF FRANKLIN, VIRGINIA

Public Hearing was Closed.

(RESOLUTION #20-06-2010)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to adopt the aforementioned resolution as presented for the cable franchise transfer from Jetbroadband to Shentel with an effective date of August 23, 2010, as presented.

MOTION BY: Wayne Angell

SECONDED BY: Ronnie Thompson

VOTING ON THE MOTION WAS AS FOLLOWS:

AYES: Mitchell, Thompson, Angell, Johnson, Thompson & Wagner

ABSENT: Cundiff

MCAIRLAID'S EASEMENT OF STORMWATER MANAGEMENT

In accordance with State Code Section 15.2-1800 (B), the Franklin County Board of Supervisors will hold a public hearing at approximately **6:00 P.M., on Tuesday, June 15, 2010**, at the Franklin County Government Center, 1255 Franklin Street, Suite 104, Rocky Mount, Virginia to consider granting an easement to McAirLaid's for the placement and maintenance of stormwater management infrastructure across County-owned property at the Franklin County Commerce Park described as follows:

***METES AND BOUNDS DESCRIPTION
PROPOSED REGIONAL STORMWATER MANAGEMENT BASIN
TAX PARCEL 82-138.8***

Mike Burnette, Acting Director of Commerce & Leisure, stated since McAirLaid's initial location announcement in 2006, the company has invested heavily in Franklin County and is now ready to move forward with the next phase of their expansion plan at the Franklin County Commerce Center. As part of this expansion, substantial stormwater management facilities will be required of the company. At the same time, the County has received bids and is ready to award a contract on grading work at the Franklin County Commerce Park that includes upgrades to the park's regional stormwater detention pond. This pond has been designed to accommodate park firms and would be usable by McAirLaid's provided that the County would allow an easement across its property to the pond for stormwater piping and maintenance. This arrangement would fulfill the regional pond's mission of serving businesses within the Commerce Center and will provide substantial savings to the company.

To move forward with the idea of allowing McAirLaid's to use the regional detention pond, an easement in the amount of 1.183 acres needs to be granted by the County to McAirLaid's allowing construction and maintenance of a stormwater pipe across a short distance of County property from the McAirLaid's property line to the expanded regional detention pond. A public hearing must be held before any such easement could be granted. If, after hearing public comment, the Board approves this easement to McAirLaid's, a new maintenance agreement between the County and McAirLaid's should be enacted describing each other's roles and responsibilities related to the future operation of the regional detention pond. Additionally, McAirLaid's has approved the granting of a ten foot wide sewer easement and a 0.697 acre stream conservation easement on

their property that, if wanted, the Board would need to accept. Both of these easements from McAirLaid's may be needed for future development in the Commerce Center.

RECOMMENDATION:

Staff respectfully requests Board approval to grant the requested easement to McAirLaid's for access to the regional detention pond, to enter into the Stormwater Management Facility Maintenance Agreement, and accept the two easements being offered by McAirLaid's as described above.

Public Hearing was Opened.

No one spoke for or against the proposed easement.

Public Hearing was Closed.

(RESOLUTION #21-06-2010)

BE IT THEREFORE ORDAINED, by the Board approval to grant the requested easement to McAirLaid's for access to the regional detention pond, to enter into the Stormwater Management Facility Maintenance Agreement, and accept the two easements being offered by McAirLaid's as advertised and described above.

MOTION BY: Wayne Angell

SECONDED BY: Leland Mitchell

VOTING ON THE MOTION WAS AS FOLLOWS:

AYES: Mitchell, Thompson, Angell, Johnson, Thompson & Wagner

ABSENT: Cundiff

MCAIRLAID'S STORMWATER MAINTENANCE AGREEMENT

An updated draft of the Stormwater Facility Maintenance Agreement between the County and McAirLaid's for the regional detention pond at the Commerce Center was presented to the Board by Mike Burnette, Acting Director of Commerce and Leisure Services. The agreement details the rights and responsibilities for both parties related to the pond. The agreement curbs the amount of land McAirLaid's was allowed to drain to the pond and describes how the County will manage the pond for McAirLaid's and any other businesses in the park. The following draft agreement was submitted for the Board's consideration:

Stormwater Management Facility Maintenance Agreement
LD Permit #:

THIS MAINTENANCE AGREEMENT is made as of the ____ day of _____, 20, by the COUNTY OF FRANKLIN, VIRGINIA, referred to as the "OWNER" and McAIRLAIDS, INC., a Virginia corporation.

RECITALS

WHEREAS, the COUNTY OF FRANKLIN, is the Owner of that certain parcel of land identified as Tax Parcel No. 82-138.11 containing 53.502 acres and being the remainder of a 54.327 acre parcel of land of record at the Franklin County Circuit Court Clerk's Office in Deed Book 814 at Page 1494, (plat recorded in Deed Book 814, Page 1498) and that certain parcel of land identified as Tax Parcel No. 82-138.8 containing 15.386 acres and being the remainder of 48.762 acre parcel of land of record in Deed Book 638, Page 778 (plat recorded in Deed Book 638, Page 781); and

WHEREAS, McAIRLAIDS, INC. is the Owner of that certain parcel of land identified as Tax Parcel No. 82-138.11A and being of record at the Franklin County Circuit Court Clerk's Office in Deed Book 927 at Page 1885, Deed Instrument No-070012476 and more particularly described on a plat of survey for McAIRLAID'S, INC. recorded in Deed Book 927, Page 1883; and

WHEREAS, in Deed Book 927, Page 1885, McAIRLAIDS, INC. was conveyed a perpetual, non-exclusive easement, for the benefit of and appurtenant to the property now identified as Tax Parcel 82-138.11A, on, under and across Tax Parcel 82-138.11 for the following purposes:

- (i) conveyance of storm and surface water from the property on, under, and across the easement area to the edge of the detention basin,
- (ii) operation, maintenance, inspection, repair, removal and replacement of existing storm water drainage lines serving the property,
- (iii) installation, construction, operation, maintenance, inspection, repair, removal and replacement of additional storm water drainage lines from time to time to serve the property.

- (iv) drainage of storm and surface water from the property into the existing detention basin located within the easement area, and
- (v) the right to enter the easement area to exercise any and all rights of the Grantee herein.

Grantee shall maintain the above described water drainage lines at Grantee's expense in good condition and repair, and such water drainage lines shall be and remain the property of Grantee. Grantor shall maintain the detention basin at Grantor's expense in good condition and repair, and the detention basin shall be and remain the property of Grantor. Should Grantor fail to maintain the detention basin, Grantee may enter upon the easement area and take such steps as may be necessary to maintain and repair the detention area but such entry and repair shall be after not less than five (5) days notice to Grantor and, if such repairs have to be made by Grantee, the Grantor shall reimburse Grantee the expense of same. Maintenance of the detention basin is deemed to include, but is not necessarily limited to, keeping grass and weeds cut, keeping emergency spillways clear and functional with an unobstructed outlet leading to a natural watercourse and removing natural and manmade debris and sediment as needed. This obligation to maintain the detention basin at Grantor's expense shall continue even in the event that the land on which the basin is located may be sold.

WHEREAS, the description of the detention basin easement area, attached as SCHEDULE A, in Deed Book 927, Page 1885, references only the 54.327 acre Parcel described in Deed Book 814, Page 1494 (identified as Tax Parcel 82-138.11); and

WHEREAS, the existing detention basin is located on a portion of Tax Parcel 82-138.11 and on a portion of Tax Parcel 82-138.8, as shown on a Composite Plat for the COUNTY OF FRANKLIN AND McAIRLAIDS, INC prepared by Philip W. Nester dated May 16, 2010 attached to that deed of exchange between the COUNTY OF FRANKLIN AND McAIRLAIDS, INC and recorded immediately prior to this agreement in Deed Book _____, Page _____; and

WHEREAS, an Erosion and Sediment Control Plan titled "THE COUNTY OF FRANKLIN – FRANKLIN COMMERCE CENTER – SITE CONSTRUCTION PLANS – EROSION AND SEDIMENT CONTROL PLANS", Case No. _____, has been approved (on April 23, 2010) by the County, referred to as the "Plan" that includes improvements to the existing Regional Stormwater Management Detention Basin (also hereinafter referred to as Detention Basin) which provide storm water quality and quantity management benefits to Tax Parcel 82-138.11A for a maximum area of 18.303 acres with a maximum impervious area of 11.000 acres; and

WHEREAS, the COUNTY OF FRANKLIN and McAIRLAIDS, INC desire to execute an agreement to establish responsibilities for the maintenance of the Detention Basin that meets the requirements of Virginia Administrative Code for Erosion and Sediment Control, Section 4VAC50-30-40 Minimum Standard 19, Paragraph (f) and Virginia Administrative Code for Stormwater Management Section 4VAC50-60-15; and

NOW THEREFORE, in consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The County of Franklin (or its successors or assigns) shall provide for the construction and maintenance for the Detention Basin as shown on the Plan to ensure that the Detention Basin is and remains in proper working condition in accordance with County approved design standards and applicable legal requirements, including without limitation the County's Erosion and Sediment Control Ordinance as amended from time to time and the Virginia Stormwater Management Handbook. Maintenance shall include repair, reconstruction or replacement of the Detention Basin as necessary to meet the standards in this agreement.
2. The maintenance of the Detention Basin to control stormwater runoff shall include but not be limited to:
 - A. planting and maintaining a vegetative cover on the internal and external slopes surrounding the pond

- B. maintaining all outflow devices in proper working condition and repairing and replacing them when necessary
 - C. removing silt and other debris so as to maintain the elevation of the bottom of the Facility as shown on the approved plans and prescribed in the capacity calculations, and
 - D. maintaining the integrity of all Facility slopes as shown on the plans.
3. The County of Franklin (or its successors or assigns) shall cause inspections on the Detention Basin to be conducted as follows:
- A. The County agrees to cause inspections of the Detention Basin to be conducted by a professional engineer, registered in Virginia and approved by the County. The engineer shall be retained by the County at the County's expense. Inspections shall take place during the last sixty (60) days of the first year of operation of the Detention Basin and at least once every three (3) years thereafter.
 - B. An inspection report shall be submitted in writing to the County within thirty (30) days after each inspection and shall include the following:
 - i. The date of inspection;
 - ii. The name of the inspector;
 - iii. The condition of vegetation, fences, spillways (principal and emergency), embankments, reservoir areas, inlet and outlet channels, underground drainage structures, sediment loads, gates and valves and any other item that could affect the proper functioning of the Detention Basin; and
 - iv. The description of all maintenance that the Engineer deems necessary in order to ensure that the Detention Basin continues to function in accordance with its design and the Approved Plans.
 - C. The County agrees to perform promptly all needed maintenance reported by the inspector.
4. The County deeded to McAirLaid, Inc. an easement over Tax Parcels 82-138.11 and 82-138.8 for access to the Detention Basin for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining, repairing or replacing the Detention Basin and appurtenant drainage ditches or pipes that discharge into the detention basin from Tax Parcel 82-138.11A as necessary to ensure their proper working condition as provided in paragraphs 1 and 2 above.
5. McAirLaid, Inc. acknowledges, as evidenced by its signature hereto, that the maximum allowable drainage area into the Detention Basin from Tax Parcel 82-138.11A shall not exceed 18.303 acres with a maximum impervious area of 11.000 acres.
6. The County acknowledges, as evidenced by its signature hereto, that McAirLaid, Inc. is not responsible for the operation, maintenance or liability of the Detention Basin. Further, the County acknowledges that the Virginia Department of Transportation is not responsible for the operation, maintenance, or liability of the Detention Basin.
7. In the event the County (or its successors or assigns) fails to correct any defects to maintain the proper working condition of the Detention Basin within fourteen (14) days after written notice of such defects to the County, McAirLaid, Inc. may enter upon the Property and take whatever steps it deems necessary to so maintain the Detention Basin, and, if such repairs have to be made by McAirLaid, the County (or its successors or assigns) shall reimburse McAirLaid the expense of same.
8. McAirLaid, Inc. acknowledges, as evidenced by its signature hereto, that the County of Franklin is not responsible for the operation, maintenance or liability of the drainage ditches or pipes that discharge into the Detention Basin from Tax Parcel 82-138.11A. Further, McAirLaid, Inc. acknowledges that any future drainage ditches or pipes that discharge into the Detention Basin from Tax Parcel 82-138.11A must be located to discharge into the sediment forebay located at the rear of the Detention Basin.

9. In the event McAirlands, Inc. fails to correct any defects to maintain the proper working condition of the drainage ditches or pipes within fourteen (14) days after written notice of such defects to McAirlands, Inc., the County of Franklin (or its successors or assigns) may enter upon the Property and take whatever steps it deems necessary to so maintain the drainage ditches or pipes, and, if such repairs have to be made by the County (or its heirs and assigns) McAirlands shall reimburse the County (or its heirs and assigns) the expense of same.
10. It is further covenanted by the County that it will not subdivide Tax Parcels 82-138.11 and 82-138.8 without the Deed of Conveyance reciting that a proportionate share of the above-described covenant of maintenance and cost associated with other of the obligations and duties contained herein runs with each subdivided part of the original tract of land. The County also covenants that any Deed of Conveyance of any such subdivided part shall require that the Grantee become a member of any Property Owner's Association that is created. The County acknowledges, as evidenced by its signature hereto, that McAirlands, Inc. will not be obligated to any future Property Owner's Association responsible for the operation, maintenance or liability of the Detention Basin. McAirlands, Inc. acknowledges, as evidenced by its signature hereto, that the County of Franklin or any future Property Owner's Association is not responsible for the operation, maintenance or liability of the drainage ditches or pipes that discharge into the detention basin from Tax Parcel 82-138.11A. In the event McAirlands, Inc. fails to correct any defects to maintain the proper working condition of the drainage ditches or pipes within fourteen (14) days after written notice of such defects to McAirlands, Inc., the County of Franklin, or any future Property Owner's Association, or successors in interest and assigns, may enter upon the Property and take whatever steps it deems necessary to so maintain the drainage ditches or pipes, and, if such repairs have to be made by the County of Franklin, or any future Property Owner's Association, or successors in interest and assigns, McAirlands shall reimburse the County of Franklin, or any future Property Owner's Association, or successors in interest and assigns, the expense of same.
11. In an event of emergency involving the Detention Basin, as determined by the County Administrator or his designee, the County or its agent may enter immediately upon the Property and take whatever reasonable steps it deems necessary to meet the emergency. The County shall notify the Property Owner's Association of such emergency and entry as soon as possible but no event later than twenty-four (24) hours after such entry. Alternatively, the County may notify the Property Owner's Association by phone to take whatever reasonable action is necessary within a specified period of time. Should the Association fail to respond, or should the Association inform the County that it intends not to respond within the specified period of time, the County or its agent may enter immediately upon the land and take whatever reasonable steps it deems necessary to meet the emergency.
12. The County shall not pay any compensation at any time for its use of the Property in any way necessary for the inspection and maintenance of the Detention Basin, including access to the Detention Basin.
13. In the event the County, pursuant to this Agreement, performs work or expends any funds reasonably necessary for the maintenance or construction of the Detention Basin, including labor, equipment, supplies and materials, the Property Owner's Association shall reimburse the County within ten (10) days after the County gives the Association written notice of such expenditures.
14. Any amounts owed to the County and not paid within ten (10) days of the date of notification shall be the joint and several obligation of the member owners of the Property Owner's Association served by the Detention Basin, on the date the liability arose and all of the successors in interest of such Owners. The full amounts owed shall be liens on the Property of such owners. Liens shall be recorded by the County in the Judgment Lien Book, in the Clerk's office of the Circuit Court of Franklin County or, if this is not possible for any reason, in a Lien book maintained by and in the office of the Franklin County Director of Planning and Community Development. Failure of any property owner to be a member of the Property Owner's Association shall not in any way limit the obligations set out above.

- 15. The Property Owner’s Association, and members, both collectively and individually, its executors, administrator, assigns and any other successors in interest, shall indemnify and hold harmless the County, its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the County arising out of or resulting from the construction, presence, existence, maintenance or use of the Detention Pond by the Owner or the County.
- 16. In the event a claim is asserted against the County, its agents or employees, the County shall promptly notify the Property Owner’s Association, whose members (individually or collectively) shall defend at its own expense any suit based on such claim. If any judgment or claim against the County, its agents or employees, shall be allowed, the owner(s) shall pay all costs and expenses immediately.
- 17. The Owner(s) shall promptly notify the County when the Owner(s) transfers its interest in the Property or any portion thereof. The Owner(s) shall supply the County with a duly executed copy of any document or transfer.
- 18. Except for the telephone notice in paragraph 11 above, notices required by this Agreement shall be effective as delivered by US Postal Service Certified Mail. Any notice to the County shall be given to the Franklin County Director of Planning and Community Development, 1255 Franklin Street, Rocky Mount, VA 24151.

WITNESS the following signatures of the duly authorized representatives of the parties to this Agreement:

COUNTY OF FRANKLIN, a Virginia body politic

By: _____
RICHARD E. HUFF, II, County Administrator

Commonwealth of Virginia)
) to wit:
County of Franklin)

The foregoing instrument was acknowledged before me this _____ day of _____ 20__, by Richard E. Huff, Administrator for the County of Franklin, a Virginia body politic.

My commission expires: _____

Notary I. D. # _____

Notary Public

WITNESS the following signatures of the duly authorized representatives of the parties to this Agreement:

COUNTY OF FRANKLIN, a Virginia body politic

By: _____
B. JAMES JEFFERSON, County Attorney

Commonwealth of Virginia)
) to wit:
County of Franklin)

The foregoing instrument was acknowledged before me this _____ day of _____ 20__, by B. James Jefferson, Attorney for the County of Franklin, a Virginia body politic.

My commission expires: _____

Notary I. D. # _____

Notary Public

WITNESS the following signatures of the duly authorized representatives of the parties to this Agreement:

McAIRLAIDS, INC.:

By: _____
Owner signature

Print name

Print title

Commonwealth of Virginia)
) to wit:
County of Franklin)

The foregoing instrument was acknowledged before me this _____ day of _____ 20__, by _____ Owner
(print name)

My commission expires: _____

Notary I. D. # _____

Notary Public

(RESOLUTION #22-06-2010)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to accept the aforementioned Maintenance Agreement between the County and McAirloads as drafted and presented.

MOTION BY: Wayne Angell
SECONDED BY: Ronnie Thompson
VOTING ON THE MOTION WAS AS FOLLOWS:
AYES: Mitchell, Thompson, Angell, Johnson, Thompson & Wagner
ABSENT: Cundiff

CHAPTER 3-77 & CHAPTER 13-29.1 CODE AMENDMENTS

The Franklin County Board of Supervisors will hold a public hearing at approximately **6:00 P.M.**, on **Tuesday, June 15, 2010**, in the Board of Supervisors Meeting Room located in the Franklin County Government Center, 1255 Franklin Street, Suite 104, Rocky Mount, Virginia to consider proposed amendments to Chapter 3-77– Outdoor Musical or Entertainment Festival Ordinance and Chapter 13-29.1 - Outdoor Occasion Ordinance Governing Racetracks for Franklin County. The proposed amendments would change the current ordinances as follows:

Sec. 3-77. Application generally.

Application for a permit required by this division shall be in writing, on forms provided for such purpose, and filed, in duplicate, with the county administrator at least sixty (60) days before the date of the proposed festival and at least twenty-one (21) days prior to a regular meeting of the board of supervisors. Such application shall have attached thereto and made a part thereof the plans, statements, approvals and other documents required by this division. A copy of such applications shall be sent, without delay, by the county administrator to each member of the board of supervisors, the sheriff and the health officer. ***The penalty for failing to comply with the 60 days and/or 21 days notice will result in the doubling of said application fee of \$100.00 per County Code Section 3-83 to (\$200.00) per application/event.***

Sec. 13-29.1. Application generally.

Application for a permit required by this division shall be in writing, on forms as designated by the county administrator, or his agent, and filed with the county administrator at least sixty (60) days before the date of the event. If the event is a weekly or seasonal event, application shall be made annually at least sixty (60) days before the first event of the calendar year. All permits issued under this section shall be granted by the board of supervisors prior to the event. ***The penalty for failing to comply with the 60 days notice will result in the doubling of said application fee of \$100.00 per County Code Section 13-29.4 to (\$200.00) per application/event.***

Public Hearing was Opened.

No one spoke for or against the proposed move.

Public Hearing was Closed.

(RESOLUTION #23-06-2010)

NOW THEREFORE BE IT ORDAINED, by the Board of Supervisors to adopt the aforementioned Code Amendments, as advertised for Chapter 3-77 & 13-29.1.

MOTION BY: Wayne Angell

SECONDED BY: Leland Mitchell

VOTING ON THE MOTION WAS AS FOLLOWS:

AYES: Mitchell, Thompson, Angell, Johnson, Thompson & Wagner

ABSENT: Cundiff

Chairman Wagner recessed the meeting until Tuesday, June 22, 2010 @ 6:00 P.M. for the VDOT 6-Year Secondary Road Work Session and the Arthur Special Use Permit Public Hearing.

CHARLES WAGNER
CHAIRMAN

RICHARD E. HUFF, II
COUNTY ADMINISTRATOR