THE FRANKLIN COUNTY BOARD OF SUPERVISORS HELD THEIR REGULAR MONTHLY MEETING ON TUESDAY, MAY 19, 2015 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: Cline Brubaker, Chairman
Charles Wagner, Vice-Chairman
Bob Camicia
Ronnie Thompson
C. B. Reynolds
Bobby Thompson
Leland Mitchell

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

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Cline Brubaker, Chairman, called the meeting to order.
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Invocation was given by Supervisor Bobby Thompson.
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Pledge of Allegiance was led by Supervisor Bob Camicia.
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PUBLIC COMMENT:

- Guy Buford - Mountain Valley Pipe Line

A petition was given to the Clerk for the record, from petitioners opposing the Mountain Valley Pipeline.

Good afternoon; I am Guy Buford representing Preserve Franklin, a non-profit organization dedicated to preserving what we now have here in Franklin County by stopping the intrusion of the MVP. I will not speak to all the text included in the packet I submitted last week. It is important and if you have not read it I hope you will. It covers a lot of my concerns about the process of pipeline construction in Franklin County by MVP and the resulting devastation, if it ever should be approved by FERC and allowed to happen. After submitting that text last Tuesday evening I thought a lot more about this presentation and decided to say what follows, which I believe is just as important.

I want to speak now about our relationship, the board of supervisors and Preserve Franklin. So far it has been contentious or adversarial when I would prefer it become more collaborative. The majority of the board seems to be in favor of the pipeline as a source of natural gas, which is understandable as a first reaction for a governing body, when a natural gas pipeline is proposed for the county; while Preserve Franklin, after looking at the scope, the environmental degradation, the obvious objective of the MVP and the threat of acquisition of right of way by eminent domain, is unanimously opposed to the MVP intrusion. Preserve Franklin has a slate of officers and a board of directors who have met monthly since last November. Why can't representatives of these two boards sit down together, discuss our differences, and quite possibly make plans for a public meeting, open to all citizens of the county, to present to them the true scope of this pipeline project, the resulting impacts and then hear from the people? I urge you give this some careful consideration. Preserve Franklin stands ready to meet at your convenience.

I served on the Franklin County School Board for 22 Years from 1979 thru 2001. Some of you were here during part of that term. I have a speaking acquaintance with most of you but especially those of you that were here during at least part of those years. I have a long history of working with the board of supervisors from across the table, sometimes on contentious issues.

Now let's look back to December 11, 2014. On that date I mailed a personal letter to each one of you board members, outlining my concerns about this pipeline project and its impacts requesting that the board take a position in opposition to the pipeline and pass a resolution to that effect. Here we are 5 months later and no action; further I have yet to receive a reply from any one of you even just acknowledging receipt of that letter. Is that the way you treat the people you work for? I don't ever get much satisfaction in contacts with my Congressman or Senator, but at least I get a response. I believe that both the board and Preserve Franklin can and must do a better job of communicating with one another as we move forward together.

Closing this presentation, I have a lot of apprehension about the construction of this pipeline if it is ever allowed to happen, both here in this county and all along the 300 mile route; the hundreds of disrupted homes and families, interference with many farming operations, the interruption and contamination of water systems both public and private, the environmental degradation along the whole line and the disruption to life here as we know it; all for no gain to any of us. It just does not make sense. Please remember that we all are in this together. Thank you for your time.

On the pipeline, wishful thinking vs. grassroots growth

By Guy W. Buford

Buford is a retired civil engineer living in Franklin County on the path of the MVP.

Your editorial in the Horizon section on Sun., Feb. 22, entitled "Pipeline roulette" left the impression that those of us involved in opposing the Mountain Valley Pipeline are engaging in wishful thinking.

That may be true and the odds are really stacked against us, but where does one begin to overcome an ongoing government sanctioned degradation of this land we all live on.

Consider the devastation by the coal mining industry in getting the coal out regardless of the consequences from strip mining and nowadays mountain top removal; what about the hydraulic fracturing (fracking) of shale deposits deep in the earth to extract natural gas resulting in severe environmental consequences. Our government sanctions this by turning its back and allowing the industry to do as it pleases.

These fracking operations spawned this rush of eastbound large diameter natural gas transmission pipelines, three in Virginia, plus seven more in other states, all ten crossing the Appalachian Trail. Who established the need for this "network" of pipelines? Who governs the construction of this rush of pipelines? Adequate responsible inspection of this work is essential. Where is our government of, by and for the people in all of this?

Now look briefly at the scope of this Mountain Valley Pipeline a joint venture between EQT Corp and NextEra US Gas Assets LLC (a subsidiary of NextEra Energy Corp). Incidentally, NextEra Energy advertises itself as the largest producer of solar power and wind power in North America.

The MVP proposed route presented publicly in early Nov. 2014 was sketchy at best and ill defined, and it remains that way. The MVP says they require a minimum of a 125 foot wide work area (probably closer to 150 feet in steep mountainous terrain), cleared of all trees and graded for trenching and pipe laying equipment.

Visualize the magnitude of this cleared width compared to the 160-foot playing width of a football field. Imagine that wide swath up and down and along the steep mountains that must be traversed, and the resulting erosion and sedimentation in streams; or through urban and rural neighborhoods; or along and across streams and rivers; and the long term degradation of numerous water systems, both public and private.

What about the destruction of wildlife habitat? Is this not a continuation of the government sanctioned degradation of our land all for unsustainable fossil fuel?

It has been said that the democratic hope and strength of our country is in the rebellious spirit of grassroots people like those of us standing in opposition to not only the MVP but also the unregulated fracking industry supplying the gas, and all the resulting environmental degradation.

This is obviously a bigger issue than just the MVP or even NIMBYism. We are talking about the "backyard" that belongs to us all. This opposition in Virginia is united and growing, and involves more people than those directly affected by the pipeline on its ever changing route.

We here in Virginia are not alone in our opposition to the continued environmental degradation of our land.

We would welcome the support of this newspaper.

Please write

- The Roanoke Times welcomes letters to the editor on public issues. Please provide your full name, address, and daytime phone number.
- Letters should not exceed 350 words and are subject to editing.
- Writers are limited to one published letter in any 30-day period.

Mail: Letters to the Editor, P.O. Box 2491, Roanoke, VA 24010 **Email:** letters@roanoke.com **Fax:** (540) 981-3458

THE ROANOKE TIMES
roanoke.com
Tues 4/7/15

TERRY JAMERSON Publisher
LAWRENCE McCONNELL Executive Editor
DWAYNE YANCEY Editorial Page Editor
ELIZABETH STROTHER Editorial Writer

Mr. Buford stated he felt like the relationship has turned to be contentious and he had rather see it be collaborative.

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CONSENT AGENDA

APPROVAL OF ACCOUNTS PAYABLE LISTING, APPROPRIATIONS, TRANSFERS & MINUTES FOR – MARCH 17, 24, 26, 31 & APRIL 21 & 28, & MAY 7, 13 & 14, 2015

APPROPRIATIONS

DEPARTMENT	PURPOSE	ACCOUNT	AMOUNT
Tourism	Virginia Tourism Grant	8110- 55902	$10,000

Library	Book Sale, Donations	7301- 55411	$954
Sheriff	Boat Patrol Donation	3102- 55204	$50,000
Public Safety	RSAF Grant	3602- 55404	$28,674
Public Safety	Four for Life Training Funds	3505- 55540	$54,166
Economic Development	Tobacco Grant Repayment	CIP	$4,188
	Total		$147,982
Transfers Between Funds or Capital Accounts			**(Decrease), Increase**
Regional Jail Reserve			($94,407)
Juvenile Detention			$94,407
To move funds between accounts to cover detention costs			
	Total		$0

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AUTHORIZATION TO SOLICIT BIDS FOR PAVING OF 619 PARK & RECREATION ROAD

The Franklin County Recreational Park is the County's only district park and covers one hundred and twenty acres and includes the following amenities; two baseball fields, two multi-use fields, a disc-golf course, six tennis courts, a basketball court, an amphitheater, two picnic shelters and two playgrounds. This park also hosts some of the County's largest and well known events such as the Antique Farm Days and the Franklin County Fair.

The park has over .7 of a mile of paved roadways on an access loop as well as three paved parking lots. These roads and parking lots have not been paved since the park was constructed in the 1970's. While the road has held up well, given its age, it has become deteriorated over the decades. Sections of the road are crumbling and cracking and significant pot holes are beginning to form. Resurfacing is needed at this time to arrest further moisture intrusion and further weakening.

In the 2014 fiscal year, the County recognized that this project was needed and budgeted capital funding to maintain and improve the parks roads and parking areas.

To repair and improve the roadways and parking areas, Public Works and Parks & Recreation staff have worked closely to determine what areas will need to be resurfaced as well as how to control and improve drainage from the these sites. County staff is currently working with an engineer to prepare the project bid specifications and bid advertisement documents. Once bids are returned, staff will bring back such information to the Board for its consideration.

County staff will provide construction oversight on this project to include paving as well as curbing, drainage and other associated tasks.

If approved, Staff will use existing, budgeted capital funds to repair and rehab the existing roads, parking lots and entrances (see attachment). This project account will also be utilized to install some minor curbing and drainage improvement associated with the paving project. This will repair erosion and correct drainage issues to protect from future damage. Parks & Recreation staff worked with the County Public Works Director, thereby utilizing paving quotes from similar projects and applied them to measurements at the Recreational Park and are confident that these budgeted funds will be adequate to complete the project.

Funds for construction would come out of existing capital funds (Rec Park Rehab #30300067 57011)

Staff is now prepared to solicit bids for the construction and seeks Board approval before proceeding with bid advertisement. Once bids are received, staff will bring back a recommendation to the Board before a bid is awarded.

RECOMMENDATION:
Staff respectfully requests that the Board of Supervisors grant permission for staff to solicit bids for the paving of the Recreational Park as outlined accordingly.
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ROANOKE VALLEY RADIO SYSTEM INTERGOVERNMENTAL AGREEMENT

The Roanoke Valley Radio System (RVRS) was created in 1996 as a mutual partnership between Roanoke City and Roanoke County and developed a shared radio system infrastructure that serves both localities. In December 2014, Franklin County agreed to negotiate with Roanoke City and Roanoke County to work out the details of Franklin County becoming a partner in the RVRS. After months of meetings between Franklin County and the other partners, a new Intergovernmental Agreement has been drafted. The legal advisors of each locality have approved the form of the revised agreement and it is now being presented to the governing bodies of each locality for approval.

The basic structure of the Intergovernmental Agreement (IGA) that was created to form the RVRS in 1996 was used to draft the new IGA. The final revised version is included with this summary for your review. The highlights of the revised agreement include the following:

- Defines the buy in terms for Franklin County to be paid to Roanoke County and Roanoke City for use of the shared system assets that will be used by all partners. The cost is specified as $217,747.67. This amount reflects 33% of the cost of the master controller equipment and has been budgeted in costs approved earlier by the Board.
- Specifies that Roanoke County will remain the fiscal agent for all fixed shared system assets.
- Adds provisions to address equipment purchased by a partner that is financed through a third party finance provider. This provision outlines the process in which the third party finance provider may take possession of the financed equipment in the event of default. It further states that the third party finance institution cannot remove any equipment that will affect the operation of the other partner's equipment.
- Specifies that each partner shall maintain insurance on the fixed assets that each partner purchased and is located within the boundaries of that jurisdiction. Franklin County will be responsible for maintaining insurance on the equipment that it purchases that comprises the Franklin County portion of the RVRS.
- Specifies the length of the agreement shall be for 15 years and will automatically renew every 5 years after the original term of the agreement expires.
- Outlines the conditions that a partner must take to withdraw from the agreement. No partner may withdraw from the agreement during the first term. After the original term is over, a partner may withdraw after giving each partner 24 months notice.
- In the event a partner withdraws from the agreement, the remaining partners must reimburse the withdrawing partner the amount the withdrawing partner contributed toward the purchase of any shared system fixed assets. The remaining partners have 12 months to provide this reimbursement.

RECOMMENDATION: The Board had earlier authorized the County Administrator to sign the Intergovernmental Agreement but all of the details were not in place at that time. This agreement articulates all of the parties' understandings including Bank of America and our Bond counsel and has been reviewed by all of the jurisdictions' legal counsel including Franklin County. Staff recommends that the Board of Supervisors approves the conditions of the revised Intergovernmental Government Agreement to join the Roanoke Valley Radio System and authorizes the County Administrator to sign the agreement on behalf of Franklin County.

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") for the establishment of a Joint Public Safety Radio System referred to herein as the Roanoke Valley Radio System **("RVRS")**, is entered into as of the __ day of _____, 2015, amongst the **CITY OF ROANOKE, VIRGINIA**, a Virginia municipal corporation ("City of Roanoke"), the **COUNTY OF ROANOKE**, a political subdivision of the Commonwealth of Virginia ("Roanoke County"), and the **COUNTY OF FRANKLIN a** political subdivision of the Commonwealth of Virginia. ("Franklin County," and, together with the City of Roanoke and Roanoke County, the "Partners"),

RECITALS

WHEREAS, each of the Partners has the power to establish a system that serves the fire, police, emergency and other radio communications of their respective localities; and

WHEREAS, pursuant to an Intergovernmental Agreement dated_____ ("Agreement"), the City of Roanoke and Roanoke County entered into a joint intergovernmental agreement that established the RVRS that facilitated fire, police, emergency, and other public safety radio communications between those localities,

WHEREAS, the County of Franklin desires to become a Partner in the RVRS, and the City of Roanoke and Roanoke County desire that Franklin County become a Partner,

WHEREAS, the Partners have determined that it is in their mutual best interest to jointly cause the existing Roanoke Valley Radio System's 800 MHz trunked radio communications system, as described in the System Diagram submitted as Appendix A which is incorporated herein, to be equipped to serve the fire, police, emergency and other public safety radio communication needs of the Partners,

WHEREAS, pursuant to Section 15.2-1300 of the Code of Virginia, 1950, as amended (**the "Code"**), the Partners have determined to exercise jointly their powers with respect to the System (as defined below), as provided for in this Agreement, whose governing bodies have adopted ordinances as required by Section 15.2-1300 of the Code, approving this Agreement in furtherance thereof; and

WHEREAS, the Partners desire to enter into this Agreement for the purpose of providing the details relating to the operation of the System and the relationship among the Partners, as required under Section 15.2-1300 of the Code.

WITNESSETH

THAT FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein, and the above recitals which are incorporated by reference herein, the parties hereto pursuant to the provisions of Section 15.2-1300 of the Code of Virginia (1950), as amended, do covenant and agree to the following:,

DEFINITIONS

"Agreement" shall mean this Intergovernmental Agreement and any and all amendments hereto.

"Associated System Assets" shall mean System assets and equipment not designated as Fixed Network Equipment, which is required for operation of the System, and shall include and not be limited to, buildings, dispatch center furniture, fences, generators, grounding systems, HVAC systems, rights of way, roadways, site leases, towers, uninterruptible power supplies (UPS) and the fire alerting equipment.

"Common Equipment" shall mean all equipment used by all Partners as further described in Appendix B, including the System Core.

"Fixed Network Equipment" shall mean the infrastructure equipment necessary to facilitate the use of subscriber units on the digital 800 MHz trunked radio system and other radio communications systems. Fixed Network Equipment may include some Common Equipment.

"Subscriber Equipment" shall mean the mobile and portable radios used by the RVRS.

"System" shall mean the portions of the radio communications system that comprise the RVRS to be jointly constructed and operated by the City of Roanoke, County of Roanoke, and Franklin County.

"System Core" shall mean the prime location of the System, where all public communication transmissions of the System are received and transmitted, located at Roanoke, County's facility at 5425 Cove Road, Roanoke, Virginia, 24019.

"**System Managers"** shall mean the directors of the Partners' respective departments of technology or departments of information technology, whom shall be responsible for the management and operation of their locality's respective share of the System.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Each of the Partners respectively makes the following representations and warranties, all of which shall continue for the duration of this Agreement:

(a) It has full power and authority to enter into this Agreement and to consummate and carry out the transactions contemplated by this Agreement. It has taken, or will take, all action required by this Agreement and other applicable laws in connection therewith.

(b) It has duly authorized the execution and delivery of this Agreement by ordinance adopted by its governing body.

(c) The execution and delivery of this Agreement and the performance of its obligations hereunder are within its corporate powers, and will not conflict with, or constitute a breach or result in a violation of (1) any Federal or Virginia Constitutional or statutory provision, (2) in any material respect, any agreement or other instrument to which such party is a party or by which it is bound, or (3) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over it or its property.

(d) There is no litigation at law or in equity or any proceeding before any governmental agency pending or, to its knowledge, threatened with respect to (1) its existence, (2) its authority to execute and deliver this Agreement, (3) the validity or enforceability of this Agreement or the transactions contemplated hereby, (4) the title of its officers who are executing this Agreement, or (5) any authority or proceedings relating to its execution and delivery of this Agreement.

(e) It is a duly organized and validly existing public body politic and corporate.

ARTICLE III
DURATION OF AGREEMENT

This Agreement shall take effect upon its proper execution pursuant to and by ordinance of the governing bodies of the parties hereto. The initial term of this Agreement shall be fifteen (15) years following the date of this Agreement, unless otherwise terminated by the parties as provided in Article X. Upon expiration of the term of the Agreement, this Agreement may be renewed for terms of five years each upon the mutual agreement of the parties, until terminated by the parties as provided in Article X of this Agreement, or the Agreement is not otherwise renewed.

ARTICLE IV
PURPOSE

The purpose of this Agreement is to provide the terms and conditions of the joint undertaking of the parties hereto with respect to the System as required by Section 15.2-1300 of the Code. The joint undertaking will involve shared operation and maintenance of the System, and all other things necessary or proper to carry out the foregoing purpose. Details of governance, technical operations and administrative management of the shared radio system will be maintained in a separate document, the Roanoke Valley Radio System Governance and Operations Manual, designated as Appendix C, which is incorporated herein by reference and made a part of this Agreement.

ARTICLE V.
SYSTEM CONSTRUCTION AND FINANCING

Section 5.1 "BUYS IN" TO SYSTEM BY PARTNERS. The Partners acknowledge and agree that Roanoke County has upgraded the existing System from an analog format to a digital format, and incurred the initial costs in upgrading the System's infrastructure at its sole expense. The Partners further acknowledge and agree that the City of Roanoke has already contributed its share of the costs of the System's upgrade and transition to a digital format, by reimbursing the County of Roanoke, the City of Roanoke's share of such costs in the amount of $1,470,202.00. The Partners further agree that Franklin County will pay the amount of $217,747.67 to the County of Roanoke, as Franklin County's required contribution to the System to become a partner in the RVRS. Franklin County agrees to pay such amount to the County of Roanoke when Franklin County, RVRS and Motorola Solution Inc. agree to system acceptance.

Section 5.2 FIXED NETWORK EQUIPMENT. The System shall be constructed with the Partners jointly acquiring such Fixed Network Equipment as necessary to meet their individual and mutual communication goals. The System will be comprised of two (2) simulcast cells one providing day to day communications in Roanoke City and Roanoke County, and one providing communications in Franklin County as outlined in the diagram of the System submitted as Appendix A.

The Partners agree that the costs for the maintenance, repair, and replacement of Fixed Network Equipment shall be the responsibility of the Partner who owns the equipment, except for the System Core, which costs shall be shared equally by the Partners. There shall be no charge to Partners for access to Fixed Network Equipment at any site for radio communications purposes.

Section 5.3 ASSOCIATED SYSTEM ASSETS. The Partners agree that the costs for the maintenance, repair, and replacement of Associated System Assets shall be the responsibility of the Partner who owns the equipment..

Section 5.4 COMMON EQUIPMENT: The Partners agree that the costs for the maintenance, repair, and replacement of Common Equipment shall be shared by the Partners. The Purchasing Division of the Roanoke County Finance Department, or its successor agency, will serve as the primary contractor for procurement purposes for Common Equipment.

Section 5.5 SUBSCRIBER EQUIPMENT. Each Partner will purchase and maintain its own respective subscriber units.

Section 5.6 CLAIMS FOR COSTS OR DAMAGES. In the event that any claim for costs or damages is made against any Partner arising out of the Contract or as a consequence of the operation of this Agreement, the Partners' System Managers, as defined herein, shall jointly develop and recommend to their governing bodies a proposal for allocation of such costs or damages and for settlement of any claim. If the System Managers are unable to agree to a recommendation, the claim will then be handled in accordance with the procedure for "Resolution of Disputes" as set forth in Section 7.3.

Section 5.7 FINANCING OF EQUIPMENT. The Partners hereby acknowledge that each Partner may acquire and finance Fixed Network Equipment that, while serving as part of the System, is to be owned by that particular Partner, but located at sites owned by other Partners. Each Partner agrees for the benefit of each other Partner that no part of such financed equipment shall become, or is to be considered as a fixture being affixed to such real estate, it being the intention of all Partners that such financed equipment shall be and remain the property of the particular Partner acquiring and financing such Fixed Network Equipment. The Partners acknowledge that a Partner acquiring and financing such Fixed Network Equipment may enter into a leasing or other financing arrangement, including financing and security agreements for such Fixed Network Equipment with one or more third party financing entities. In connection therewith, each Partner (i) consents to the installation on sites owned by it of Fixed Network Equipment to be owned by other Partners, (ii) disclaims any interest in the Fixed Network Equipment acquired and owned by other Partners, whether as fixtures or otherwise; and (iii) agrees that Fixed Network Equipment owned by other Partners may be removed or disconnected from the System at any time by the third party financing entity without recourse to legal proceedings, provided: (1) such removal or disconnection is undertaken in compliance with the provisions of the applicable financing arrangement and the access provisions applicable to the particular Partner set forth therein, (2) the removal or disconnection of equipment owned by a particular Partner does not reduce the functionality of the remainder of the System as to the other Partners in preserving public health and safety within their own jurisdictions, (3) the System Core is not being removed or disconnected, (4) written notice is provided to each of the other Partners at least thirty (30) days prior to such removal or disconnection, and (5) the only equipment to be removed or disconnected is owned by the particular Partner and is subject to the lien by the third party financing entity seeking to enforce its security interests.

ARTICLE VI.
OWNERSHIP OF SYSTEM ASSETS

Section 6.1 EXISTING SITES AND EQUIPMENT. Ownership of the existing sites, including all real and personal property at each site owned by the City of Roanoke, the County of Roanoke and Franklin County, respectively, at the date of this Agreement, shall not change. Each Partner shall retain ownership of any Associated System Assets, Fixed Network Equipment, including

FCC licensed radio equipment, or Subscriber Equipment currently owned by that Partner.

Section 6.2 NEW SYSTEM EQUIPMENT. Ownership of any new Fixed Network Equipment acquired by any Partner for use in the operation of the System shall remain with the Partner purchasing such equipment, if purchased solely by that party. If purchased with joint funds of the parties, ownership shall be divided among the purchasing parties in the same proportion that each party contributed toward the purchase.

Section 6.3 NEW SUBSCRIBER EQUIPMENT. Ownership of any new Subscriber Equipment acquired for use in the operation of the System shall remain with the Partner purchasing such equipment.

Section 6.4 INVENTORY OF SYSTEM ASSETS. The Partners to this Agreement shall cooperate in the development of an accurate inventory of substantial system assets, generally defined as those assets exceeding One Thousand Dollars ($1,000) in value, to distinguish jointly owned assets from assets to be individually owned by the Partners during the term of this agreement or upon its termination or cancellation.

ARTICLE VII
REPLACEMENT OF SYSTEM ASSETS

Section 7.1 EXISTING ASSOCIATED SYSTEM ASSETS. Each Partner represents and warrants to the other Partners that the Associated System Assets owned by that Partner is performing within acceptable specifications on the date of the signing of this Agreement by that Partner. In the event that any existing Associated System Asset is not initially (within thirty days of the date of this Agreement) performing within such specifications, it shall be the responsibility of the owning Partner to replace such equipment with mutually approved equipment at that Partner's expense. Each Partner is solely responsible for replacing Associated System Assets owned by the Partner.

Section 7.2 NEW AND EXISTING COMMON EQUIPMENT. The Partners shall be jointly responsible for the replacement as necessary of Common Equipment, to include system software updates, utilized in the System for the mutual benefit of the Partners. Replacement costs shall be shared equally by all partners unless as otherwise mutually agreed. Ownership of replacement equipment shall be equally divided between the Partners unless as mutually agreed by all Partners.

Section 7.3 SUBSCRIBER EQUIPMENT. Each Partner shall be solely responsible for the replacement of all Subscriber Equipment owned by that Partner.

ARTICLE VIII
SYSTEM MANAGEMENT AND MAINTENANCE

Section 8.1 SYSTEM MANAGERS. The City of Roanoke, Virginia's Director of its Department of Technology will serve as the City of Roanoke's System Manager, Roanoke County's Director of Communications and Information Technology will serve as the County System Manager. The Franklin County Emergency Communications Co-coordinator will serve as Franklin County System Manager.

Section 8.2 SYSTEM MANAGER RESPONSIBILITIES. The RVRS System Managers will jointly develop and implement policies and procedures necessary for the efficient and effective operation and maintenance of the combined System. In addition, they will oversee maintenance functions of the system and be responsible for administrative functions, including billing for maintenance. Finally, they will develop a record keeping system adequate to facilitate the effective administration of this Agreement, to include accurate initial and on-going listings of System assets owned by all Partners. The Partners desire that such inventory listing shall be updated and verified at least once a year during this Agreement.

Section 8.3 RESOLUTION OF DISPUTES. Any System management issues that cannot be resolved by the System Managers will be referred to the City of Roanoke, Virginia's City Manager, Roanoke County's County Administrator and Franklin County's County Administrator for review and resolution. If there is no resolution at this level, the issue will be submitted to nonbinding alternative dispute resolution procedures as shall be agreed upon by the parties

Section 8.4 SYSTEM ASSET MAINTENANCE & UPGRADES

Associated System Assets – Cost and labor associated with the routine maintenance of Associated Systems Assets shall be the responsibility of the Partner who owns the equipment. Each Partner must maintain Associated Systems Assets in a manner that will not interfere with the operation of the combined System. Expenses for major repairs, including the overhaul or replacement of major units such as a generator, tower, or UPS, will be the responsibility of the Partner that owns or leases the site where the equipment is to be replaced.

Common Equipment- The costs for maintaining the System Core shall be shared equally by all Partners. The maintenance of the remaining equipment is the responsibility of the Partner which owns the Equipment. Maintenance expense shall be shared on all the components of the Common Equipment. Roanoke County shall serve as the contracting agent as it pertains to this agreement for the establishment of a maintenance contract with Motorola Solutions, Inc. The City of Roanoke System Manager and the Franklin County System Manager shall have a right of approval before Roanoke County enters into such a contract and upon any changes to such a contract. Roanoke County shall bill for the Franklin County and the City of Roanoke portion of the Agreement, which shall be based on a division of the costs for the Common Equipment maintenance.

Software Upgrades & Antivirus – It is imperative that the proper software versions and anti-virus signatures be maintained at satisfactory versions. All Partners shall be jointly and equally responsible for the costs associated with software upgrades. Software upgrades will be conduct in a timely manner, as defined by the Governance. Planning for, funding of and scheduling of software upgrades, and necessary equipment upgrade and or replacement, will be coordinated through the Governance team, as defined in the Roanoke Valley Radio System Governance and Operations Manual – as described in Appendix C.

Common Equipment – All Partners shall be jointly responsible for the maintenance of the Common Network Equipment beginning when Franklin County, RVRS and Motorola Solutions, Inc. agree to system acceptance.

Any costs with Associated System Assets used by only one Partner shall be paid exclusively by that Partner. Maintenance or costs not covered by such a contract will be agreed to in advance by all Partners and paid by Roanoke County. Roanoke County will invoice the City of Roanoke, Virginia, and Franklin County for the agreed upon portion of the bill. All invoices from either party shall be paid in full by the other party within 30 days of the invoice date. Roanoke County will keep detailed records of such maintenance actions for a period not less than 3 years. These records shall be available for review by the City of Roanoke, Virginia's System Manager and Franklin County's System Manager upon request.

Maintenance expenses may include, but are not limited to, Motorola Solutions, Inc. or other maintenance contracts for repair or replacement of cards, boards, units, replacement parts and preventative maintenance of the Fixed Network Equipment that is utilized in the System for the mutual benefit of all Partners.

When the capacity of the system is no longer adequate to meet the aggregate needs of the parties, or as new technologies emerge that will provide an improved radio system, the Partners shall jointly pursue the acquisition of additional frequencies or equipment necessary to utilize such technologies or frequencies. A mutually agreeable cost sharing arrangement shall be negotiated by the Partners for the acquisition of necessary equipment, and incorporated as an amendment to this Agreement.

Subscriber Equipment – Each Partner shall be solely responsible for maintenance, repair, and replacement of Subscriber Equipment owned by that Partner.

Section 8.5 ADDITION OF NEW GOVERNMENTAL USERS. RVRS System Managers must agree to the conditions under which additional governmental users that do not have radio unit allocations may be added to the System. The governing body of each party to this Agreement shall formally agree to any third party addition to the RVRS.

Section 8.6 GOVERNING BOARD. As stated in the governance policy submitted as Appendix C, the Department Managers and Radio Managers of the respective Departments of Technology of each Partner shall comprise the governing board for purposes of management and oversight of this Agreement.

ARTICLE IX
INSURANCE OF EQUIPMENT

Roanoke County shall insure the personal property (Fixed Network Assets) that comprises equipment located at either the Roanoke County or City of Roanoke sites. Roanoke County shall maintain an insurance deductible of not more than $1000 per occurrence, subject to the availability on the commercial market, or otherwise will not hold City of Roanoke, Virginia, liable for any amount over 50% of the deductible per occurrence as a result of damage or loss occurring to the equipment that is covered by insurance. The County may bill City of Roanoke, Virginia for the cost differential in insurance premiums resulting from adding Roanoke City equipment locations to Roanoke County's current insurance policy. Associated System Assets that are eligible to be insured under Roanoke County's policy may also be insured in the same manner with the owning agency being responsible for the additional insurance premiums.

Franklin County shall insure the personal property (Fixed Network Assets) that comprises equipment located at Franklin County Communication sites.
Common Equipment insurance costs shall be shared equally by all Partners.

ARTICLE X
TERMINATION OF AGREEMENT

Section 10.1 RIGHT TO WITHDRAW. Any Partner to this Agreement has the right to withdraw from this Agreement after its initial term. No such termination shall become effective until twenty-four (24) months after written notice thereof shall have been given to all the other Partners.

Section 10.2 DISPOSITION OF JOINT EQUIPMENT. In the event of termination or cancellation of this Agreement, equipment purchased with joint funds of the Partners shall remain on the site to which assigned, and the terminating Partner shall be reimbursed for its share of the equipment purchased with joint funds. The reimbursement shall be the original cost less depreciation, as determined by an independent auditor, selected by the partners, qualified to value public radio systems jointly selected and compensated jointly in equal amounts by all Partners. Reimbursement shall occur within twelve (12) months of the date of termination.

Section 10.3 DISPOSITION OF SEPARATE EQUIPMENT. The terminating Partner may remove any or all of its own separate equipment, unless the removal of the equipment will render the System inoperable. In such case, the Partner may not remove the equipment, but shall be reimbursed pursuant to section 10.2.

ARTICLE XI
MISCELLANEOUS

Section 11.1 AMENDMENTS. This Agreement may not be amended, modified or otherwise altered without the express written consent of all Partners.

Section 11.2 SEVERABILITY. If any provision of this Agreement is held invalid by any court of competent jurisdiction, the holding will not invalidate any other provision.

Section 11.3 GOVERNING LAW. This Agreement will be governed by the laws of the Commonwealth of Virginia.

Section 11.4 COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which will be original and all of which taken together will constitute one and the same instrument.

Section 11.5 TERMINATION OF EXISTING JOINT AGREEMENT. The parties agree that the joint intergovernmental agreement between the City of Roanoke, Virginia, and the County of Roanoke, Virginia, dated on or around January 2012, is hereby terminated and superseded by this Agreement. The parties represent that neither has any obligations due and owing the other under the terms of such agreement.

APPENDICES

A. SYSTEM DIAGRAM
B. SYSTEM INVENTORY
C. ROANOKE VALLEY RADIO SYSTEM GOVERNANCE AND OPERATIONS MANUAL, which is made a part of and incorporated into this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their duly authorized officers:

CITY OF ROANOKE, VIRGINIA, a Virginia municipal corporation

By: _____

Title: _____

Date: _____

ATTEST:
By: _____

Title: _____

Date: _____

Authorized pursuant to Ordinance No._____

COUNTY OF ROANOKE, VIRGINIA

By: _____
Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

Authorized pursuant to Ordinance No._____

COUNTY OF FRANKLIN, VIRGINIA

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

Authorized Pursuant to Ordinance No._____
****

AMBURLANCE CHASSIS REMOUNT

In June 2014 a report that outlined the condition of the EMS fleet was delivered to the Board of Supervisors. Several ambulances with modular bodies that were purchased between 2008 and 2010 are experiencing significant mechanical issues and are capable of being remounted onto a new chassis instead of purchasing an entirely new vehicle. At that time, no existing contract was in place from any remount vendor for Franklin County to use to perform remount services. In

October 2014, the Board approved a 3 year contract with Select Custom Apparatus to perform ambulance remounts.

The two (2) ambulances to be remounted are currently in service in the Glade Hill and Fork Mountain EMS stations. These ambulances were selected for remount as they are experiencing major mechanical issues that need to be addressed and they have exceeded 110,000 miles of front line service. Both ambulances were purchased in 2008 and are identical in design and are both on Ford F450, four-wheel drive chassis.

The Fork Mountain Rescue Squad ambulance has over 110,000 miles and recently developed an engine main seal oil leak that will require in excess of $5000 to repair. In past experiences the type of leak this vehicle is experiencing precedes a complete engine overhaul or replacement since it is indicative of a worn crankshaft causing engine vibrations that wear out the front engine seal. The vehicle is primarily at the Fork Mountain EMS station and is used by career staff on a regular basis.

The Glade Hill Rescue Squad ambulance has 110,500 miles on the original chassis however the original engine was replaced in 2012 due to a similar failure as the one described above. The replacement engine was salvaged from the former Westlake ambulance and had 125,000 miles on it when it was installed in the ambulance approximately 22,000 miles ago. The motor is approaching 150,000 miles of service and is experiencing various oil leaks and other problems that would be expected from daily service.

The ambulance modules for both vehicles are less than 10 years old and are in good condition. Responders are familiar with the design of the modules and they have provided adequate service and met the needs of the responders fairly well. The remount process is more than simply removing the ambulance module from the current chassis and remounting them. The county specification requires the vendor to check and repair the module structural support system, as well as the electrical, HVAC and oxygen delivery systems. The module will be stripped and repainted and all surfaces will be cleaned and replaced as necessary. The remount process takes approximately 6 months to complete. When completed, staff is requesting permission to dispose of the former chassis through the vehicle surplus process.

The cost specified in the bid with Select Custom Apparatus is $98,380 per vehicle for a total cost of $196,760 for both which would be comparable to the cost to build a single new ambulance to county specifications. The contract with Select Custom Apparatus does not expire until October 2017.

Adequate funds have been allocated in the 2015-2016 CIP budget in line item 30230030-57001 to cover the cost of the requested ambulance remount.

RECOMMENDATION: Staff respectfully recommends that the Board of Supervisors award the bid to remount both 2008 modular ambulances to Select Custom Apparatus for the amount specified and to appropriate the budgeted capital funds to cover the cost.
****

REQUEST FOR PUBLIC HEARING/ZONING ORDINANCE

On March 26, 2015, the General Assembly enacted house bill 1849, changes to the Code of Virginia relating to the definition of a variance and regulations dealing with the powers and duties of the Board of Zoning Appeals. The amendments go into effect on July 1, 2015.

Planning Commission will hold a public hearing on May 12th to amend Section 25-40, principal definitions of the zoning ordinance, to amend the definition of “variance” to be consistent with Section 15.2-2201 of the Code of Virginia; and to amend Section 25-773, powers and duties of the board of zoning appeals, to amend the criteria for the granting of variances to be consistent with Section 15.2-2309 of the Code of Virginia.

Submitted is the draft ordinance reflecting changes (in red text) by the General Assembly concerning the definition of “variance” and the powers and duties of the Board of Zoning Appeals. The text in black is original text of the zoning ordinance and will not be affected by the changes; however, the text with a strike through is proposed to be removed from the zoning ordinance.

Staff worked with Mr. Jefferson, County Attorney, on the amendments mandated by the State of Virginia’s General Assembly and Mr. Jefferson has approved the draft ordinance changes. The changes reflect State of Virginia Code verbatim.

RECOMMENDATION:

Staff respectfully requests that the Board of Supervisors hold a public hearing at its June 21st regularly scheduled meeting for the adoption of the amendments to Chapter 25 "Zoning" of the Franklin County Code to amend Article I, Division 3, Section 25-40, Principal definitions of the Zoning Ordinance, to amend the definition of "variance" to be consistent with Section 15.2-2201 of the Code of Virginia; and amend Article V, Division 7, Section 25-773, Powers and duties of the Board of Zoning Appeals, to amend the criteria for the granting of variances to be consistent with Section 15.2-2309 of the Code of Virginia. The effective date of the amendments is July 1, 2015.

ARTICLE 1. General Provisions

DIVISION 3. Definitions

Sec. 25-40. Principal definitions of the Zoning Ordinance

Variance means, in the application of this Zoning Ordinance, a reasonable deviation from those provisions regulating the shape, size, or area of a lot or parcel of land, or the size, height, area, bulk or location of a building or structure when the strict application of this chapter would ~~result in unnecessary or unreasonable hardship to the property owner~~ unreasonably restrict the utilization of the property, and such need for a variance would not be shared generally by other properties, and provided such variance is not contrary to the ~~intended spirit and~~ purpose of this chapter~~, and would result in substantial justice being done~~. It shall not include a change in use, which change shall be accomplished by a rezoning or by a conditional zoning.

(Ord. of 5-25-88; Res. No. 22-12-93, § 3, 12-21-93; Res. of 8-17-94; Res. No. 19-10-94, § 1, 10-18-94, Res. No. 21-10-94, 10-18-94; Res. No. 22-10-94, 10-18-94, Res. No. 38-11-95, 11-21-95; Amend. of 12-19-95; Amend. of 9-16-97; Res. No. 22-05-98, 5-19-98; Res. No. 26-09-99, 9-21-99; Res. No. 16-03-2001, 3-20-01; Ord. of 2-15-05(3); Ord. of 9-21-04; Ord. of 2-21-06(2); Amend. of 3-25-08(5); Res. No. 26-05-2008, 5-20-08; Res. No. 12-10-2008, 10-21-08; Res. No. 13-10-2008, 10-21-08; Res. No. 14-10-2008, 10-21-08; Res. No. 15-10-2008, 10-21-08; Res. No. 15-04-2009, 4-21-09; Res. No. 5-05-2009, 5-19-09; Res. No. 16-05-2009, 5-19-09; Res. No. 12-07-2010, 7-20-10; Res. No. 12-07-2014, 7-15-14)

Secs. 25-41—25-44. - Reserved.

ARTICLE V. Procedure

DIVISION 7. Board of Zoning Appeals

Sec. 25-768. - Board of zoning appeals; appointment and organization.

A board of zoning appeals, consisting of seven (7) members, shall be appointed in accordance with the provisions of section 15.2-2308 of the Code of Virginia, and shall have such powers and duties as set forth in section 15.2-2309 of the Code of Virginia.

(Ord. of 5-25-88; Res. No. 12-10-2008, 10-21-08)

Cross reference— Powers and duties of board of zoning appeals, § 25-773.

Sec. 25-769. - Staff.

Within the limits of funds appropriated by the board of supervisors, the board of zoning appeals may employ or contract for such secretaries, clerks, legal counsel, consultants and other technical and clerical services as the board of zoning appeals may deem necessary for transaction of its business. These services may also be provided by the county staff with concurrence of the board of supervisors.

(Ord. of 5-25-88)

Sec. 25-770. - Compensation.

Members of the board of zoning appeals shall receive such compensation as may be authorized by the board of supervisors, from time to time, by ordinance or resolution.

(Ord. of 5-25-88)

Sec. 25-771. - Removal.

Pursuant to the Code of Virginia, section 15.2-2308, any board member may be removed for malfeasance, misfeasance or nonfeasance in office, or for other just cause, by the court which appointed him, after a hearing held after at least fifteen (15) days' notice.

(Ord. of 5-25-88; Res. No. 12-10-2008, 10-21-08)

Sec. 25-772. - Bylaws.

The board of zoning appeals may, from time to time, adopt such rules and regulations consistent with the ordinances of the county and the laws of the Commonwealth as it may deem necessary to carry out the duties imposed by the chapter. The meetings of the board shall be held at the call of its chairman or at such times as a quorum of the board may determine. The board shall choose annually its own chairman and vice-chairman, who shall act in the absence of the chairman. The chairman, or, in his absence, the acting chairman, may administer oaths and compel the attendance of witnesses. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact. All records of official actions shall become part of the permanent records of the board. A quorum shall be a majority of all members of the board.

(Ord. of 5-25-88)

Sec. 25-773. - Powers and duties of the board of zoning appeals.

The board of zoning appeals shall have the following powers and duties in accordance with section 15.2-2309 of the Code of Virginia:

(1) To hear and decide appeals from any order, requirement, decision or determination made by an administrative officer in the administration or enforcement of this chapter or of any regulation adopted pursuant hereto. The decision on such appeal shall be based on the board of zoning appeals' judgment of whether the administrative officer was correct. The determination of the administrative officer shall be presumed to be correct. At a public hearing on an appeal, the administrative officer shall explain the basis for his/her determination after which the appellant has the burden of proof to rebut such presumption of correctness by a preponderance of the evidence. The board shall consider any applicable ordinances, laws, and regulations in marking its decision. For purposes of this chapter, determination means any order, requirement, decision or determination made by an administrative officer. Any appeal of a determination to the board of zoning appeals shall be in compliance with this chapter, notwithstanding any other provision of law, general or special.

(2) ~~To authorize~~ Notwithstanding any other provision of law, general or special, to grant upon appeal or original application in specific cases ~~such~~ a variance as defined in section 15.2-2201 of the Code of Virginia, the burden of proof shall be on the applicant for a variance to prove by a preponderance of the evidence that his/her application meets the standard for a variance as defined in section 25-40 definitions and the criteria set out in this section. ~~from the terms of this chapter as will not be contrary to the public interest, when owing to special conditions a literal enforcement of the provision will result in unnecessary hardship; provided, that the spirit of the chapter shall be observed and substantial justice done, as follows:~~

a. ~~When a property owner can show that his~~ Notwithstanding any other provision of law, general or special, a variance shall be granted if the evidence shows that the strict application of the terms of the ordinance would unreasonably restrict the utilization of the property or that the granting of the variance would alleviate a hardship due to a physical condition relating to the property or improvements thereon at the time of the effective date of this chapter, and (i) the property interest for which the variance is being requested ~~property~~ was acquired in good faith ~~and where, by reason of the exceptional~~ and any hardship was not created by the applicant for the variance; ~~narrowness, shallowness, size or shape of a specific piece of property at the time of the effective date of this chapter, or by reason of exceptional topographic conditions or other extraordinary situation or condition of such piece of property, or of the use or development of property immediately adjacent thereto, the strict application of the terms of this chapter would effectively prohibitor unreasonably restrict the use of the property, or where the board is satisfied, upon the evidence heard by it, that the granting of such variance will alleviate a clearly demonstrable hardship approaching confiscation, as distinguished from a special privilege or convenience sought by the applicant, provided that all variances shall be in harmony with the intended spirit and purpose of this chapter~~. (ii) the granting of the variance will not be of substantial detriment to adjacent property and nearby properties in the proximity of that geographical area; (iii) the condition or situation of the property concerned is not of so general or recurring a nature as to make reasonably practicable the formulation of a

general regulation to be adopted as an amendment to this chapter; (iv) the granting of the variance does not result in a use that is not otherwise permitted on such property or a change in the zoning classification of the property; and (v) the relief or remedy sought by the variance application is not available through a special exception process that is authorized in the ordinance pursuant to subdivision 6 of section 15.2-2309 of the Code of Virginia or the process for modification of a zoning ordinance pursuant to subdivision A4 of section 15.2-2286 of the Code of Virginia at the time of the filing of the variance application.

b. ~~No such variance shall be authorized by the board of zoning appeals unless it finds:~~
   ~~1. That the strict application of this chapter would produce undue hardship;~~
   ~~2. That such hardship is not shared generally by other properties in the same zoning district and the same vicinity; and~~
   ~~3. That the authorization of such variance will not be of substantial detriment to adjacent property and that the character of the district will not be changed by the granting of the variance.~~

~~c~~b. No such variance shall be ~~authorized~~ considered except after notice and hearing as required by sections 15.2-2204 ~~and 15.2-2205~~ of the Code of Virginia. However, when giving any required notice to the owners, their agents or the occupants of abutting property and property immediately across the street or road from the property affected, the board of zoning appeals may give such notice by first-class mail rather than by registered or certified mail.

~~d~~. ~~No variance shall be authorized unless the board of zoning appeals finds that the condition or situation of the property concerned or the intended use of the property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the chapter.~~

~~e~~c. In ~~authorizing~~ granting a variance, the board of zoning appeals may impose such conditions regarding the location, character, and other features of the proposed structure or use as it may deem necessary in the public interest, and may require a guarantee or bond to ensure that the conditions imposed are being and will continue to be complied with. Notwithstanding any other provision of law, general or special, the property upon which a property owner has been granted a variance shall be treated as conforming for all purposes under state law and local ordinance; however, the structure permitted by the variance may not be expanded unless the expansion is within an area of the site or part of the structure for which no variance is required under this chapter. Where the expansion is proposed within an area of the site or part of the structure for which a variance is required, the approval of an additional variance shall be required.

(3) To hear and decide appeals from the decision of the zoning administrator after notice and hearing as provided by section 15.2-2204 of the Code of Virginia. However, when giving any required notice to the owners, their agents, or the occupants of abutting property and property immediately across the street or road from the property affected, the board of zoning appeals may give such notice by first-class mail rather than by registered or certified mail.

(4) To hear and decide applications for interpretation of the zoning map where there is any uncertainty as to the location of a district boundary. After notice to the owners of the property affected by any such question, and after public hearing with notice as required by section~~s~~ 15.2-2204 ~~and 15.2-2205~~ of the Code of Virginia, the board of zoning appeals may interpret the map in such a way as to carry out the intent and the purpose of this chapter for the particular section or district in question. However, when giving any required notice to the owners, their agents or the occupants of abutting property and property immediately across the the street or road form the property affected, the board of zoning appeals may give such notice by first-class mail rather than by registered or certified mail. The board of zoning appeals shall not have the power to change substantially the locations of district boundaries as established by this chapter.

(5) No provision of this chapter shall be construed as granting any ~~The~~ board of zoning appeals ~~shall not have~~ the power~~, however,~~ to rezone property or to base board decisions on the merits of the purpose and intent of local ordinances duly adopted by the Board of Supervisors. ~~substantially to change the locations of district boundaries as established by this chapter and the zoning map.~~

(Ord. of 5-25-88; Res. No. 12-10-2008, 10-21-08)

Sec. 25-774. - Appeal to the board of zoning appeals.

Appeal to the board of zoning appeals may be taken by any person aggrieved or by any officer, department, board or bureau of the county affected by any decision of the zoning administrator. Such appeal shall be taken within ten (10) days after the decision appealed from by filing with the zoning administrator, and with the board of zoning appeals, a notice of appeal specifying the grounds thereof. The zoning administrator shall forthwith transmit to the board of zoning appeals all the papers constituting the record upon which the action appealed from was taken. An appeal shall stay all proceedings in furtherance of the action appealed from unless the zoning administrator certifies to the board of zoning appeals that, by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life or property, in which case proceedings shall not be stayed otherwise than by a restraining order granted by the board of zoning appeals or by a court of record, on application and on notice to the zoning administrator and for good cause shown.

(Ord. of 5-25-88)

Sec. 25-775. - Application for variances.

Application for variances may be made by any property owner, tenant, government official, department, board or bureau. Such application shall be made to the zoning administrator in accordance with the provisions of this section and with rules adopted by the board of zoning appeals. The application and accompanying maps, plans or other information shall be transmitted promptly to the secretary of the board of zoning appeals, who shall place the matter on the docket to be acted on by the board of zoning appeals. No such variance shall be authorized except after notice and hearing as required by sections 15.2-2204 and 15.2-2205 of the Code of Virginia. The zoning administrator shall also transmit a copy of the application to the commission, which may send a recommendation to the board of zoning appeals or appear as a party at the hearing.

(Ord. of 5-25-88; Res. No. 12-10-2008, 10-21-08)

Sec. 25-776. - Procedure.

(a) Appeals and applications for variances shall be filed with the zoning administrator, together with a fee as set forth in section 25-789

(b) The board of zoning appeals shall fix a reasonable time for the hearing of an application or appeal, give public notice thereof pursuant to sections 15.2-2204 and 15.2-2205 of the Code of Virginia, as well as due notice to the parties in interest, and decide the same within sixty (60) days. In exercising its powers, the board of zoning appeals may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from. The concurring vote of four (4) members shall be necessary to reverse any order, requirement, decision or determination of an administrative officer or to decide in favor of the applicant on any matter upon which it is required to pass under this chapter or to effect any variance from this chapter.

(Ord. of 5-25-88; Res. No. 12-10-2008, 10-21-08)

Sec. 25-777. - Decision of board of zoning appeals.

Any person or persons jointly or severally aggrieved by any decision of the board of zoning appeals, or any taxpayer, or any officer, department, board or bureau of the county, may present to the circuit court of the county a petition specifying the grounds on which aggrieved within thirty (30) days after the filing of the decision in the office of the board of zoning appeals, which petition shall proceed in accordance with section 15.2-2314 of the Code of Virginia.

(Ord. of 5-25-88; Res. No. 12-10-2008, 10-21-08)

Secs. 25-778—25-788. - Reserved.

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TRI AREA COMMUNITY HEALTH SUPPORT LETTER

Ms. Debra S. Shelor
Executive Director
Tri-Area Community Health
Post Office Box 9
Laurel Fork, Virginia 24352

Dear Ms. Shelor:

On behalf of the Franklin County Board of Supervisors, I would like to whole heartily support the Tri-Area Community Health Grant application to aid in building a new building that will better serve the health care needs of the Ferrum community. This building is greatly needed in the area given the fact that you have outgrown the space you currently occupy at Ferrum College. This

expansion would also allow for additional medical providers and a pharmacist that would benefit the Ferrum area greatly. Your track record in the community is stellar and the County is in great need of an expansion of your services.

Please find submitted a Resolution dated May 19, 2015, that the Franklin County Board of Supervisors adopted supporting this much needed facility for the Ferrum area.

Should you need any additional assistance, please do not hesitate to contact our office.

Sincerely,
Richard E. Huff, II
County Administrator

REH:skt
****

COMMERCE CENTER SITE GRADING

In April 2015, the Board approved a purchase option to Stik-Pak Solutions for the last remaining developed site at the Franklin County Commerce Center. The expected sale of this final remaining graded pad owned by the County leaves the Economic Development Office without any prepared sites under municipal control for marketing to new or expanding businesses. Without at least one graded pad to market, the County's efforts to bring in new or expanding businesses will be severely limited.

One site remains in the Commerce Center that can economically be developed for use by new and existing businesses. This parcel is referred to as Site D and is located at the intersection of Commerce Drive and Corporate Drive across the road from McAirlaids. It is estimated that the development of this property for economic development purposes will cost approximately $500,000 and will result in an 8.5-acre graded pad. Water and sewer utilities are located on or across the road from the property and will be extended as part of this project. In 2012, Franklin County successfully made application to the Virginia Tobacco Commission for a grant in the amount of $359,883 to develop Site D. This grant must be used by January 2016. This grant represents approximately 72% of the total estimated project cost. The County would contribute the final 28% of the total project cost, or approximately $140,000. The local match funds are available in the Capital Improvement Budget.

RECOMMENDATION:

Staff respectfully requests that the Board of Supervisors approve advertising a construction contract to develop Site D at the Franklin County Commerce Center with the expectation that the project will be completed by January 2016.
****

APPROPRIATION FOR VOTING MACHINES REPLACEMENT

On Thursday, March 26, 2015, the Board of Supervisors authorized the Electoral Board to proceed with the replacement of the current inventory of voting machines. Funds for voting machine replacement are included in the County's capital fund in the total amount of $400,000 with an additional $50,000 available in the next fiscal year budget.

A total of 26 Dominion Voting Systems Image Cast Evolution (ICE) Scanners, Tabulators and Ballot Marking Device Units are proposed to be purchased at a cost of $7,250 each. The machines will be purchased from Atlantic Election Services utilizing state contract pricing. The total cost is shown below:

Description	Total Cost
Voting Machines	$188,500
Ballot Bins	$33,000
Carts	$29,900
Total	$251,400

There will be some additional costs for other items such as voting booths which will be brought to the Board at a later date.

RECOMMENDATION:

Staff respectfully requests the Board appropriate $251,400 for the items listed above from the voting machine replacement capital set aside account.

(RESOLUTION #07-05-2015)

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

MOTION BY: Charles Wagner
SECONDED BY: Leland Mitchell
VOTING ON THE MOTION WAS AS FOLLOWS:
AYES: Mitchell, Thompson, Wagner, Reynolds, Camicia, Thompson & Brubaker

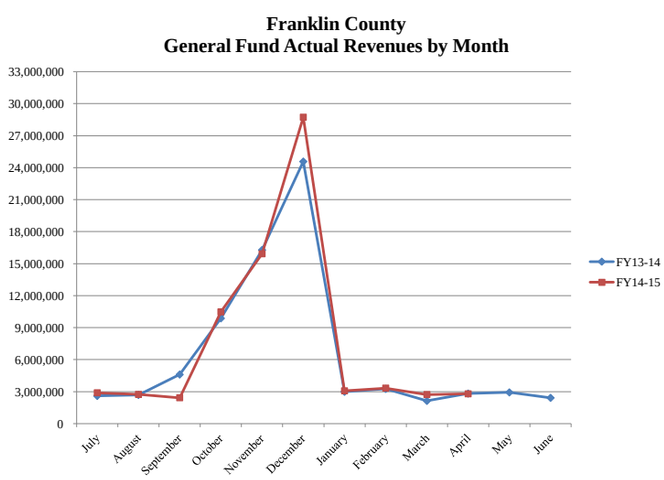
****

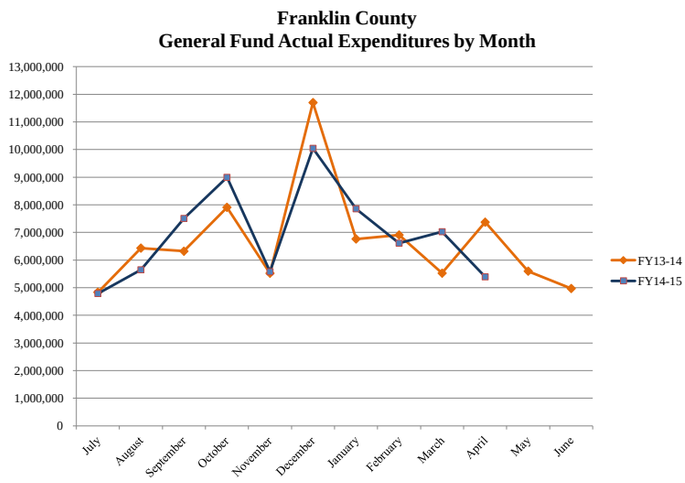
MONTHLY FINANCIAL REPORT

Vincent K. Copenhaver, Director of Finance, presented the monthly financial reports as follows:

Franklin County

Monthly Finance Report for May 2015




Franklin County
General Fund Actual Expenditures by Month
13,000,000
12,000,000
11,000,000
10,000,000
9,000,000
8,000,000
7,000,000
6,000,000
5,000,000
4,000,000
3,000,000
2,000,000
1,000,000
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July
August
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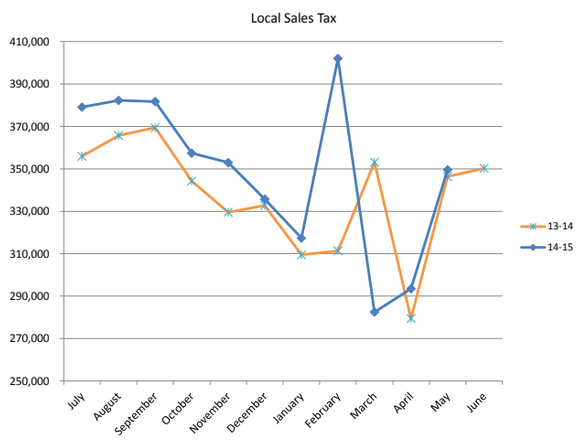
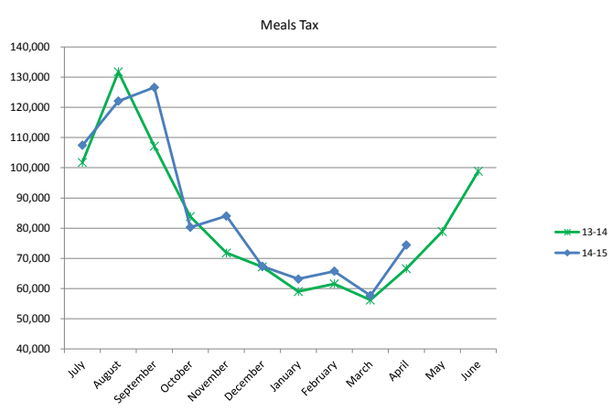
April
May
June
FY13-14
FY14-15


Local Sales Tax
410,000
390,000
370,000
350,000
330,000
310,000
290,000
270,000
250,000
July
August
September
October
November
December
January
February
March
April
May
June
13-14
14-15

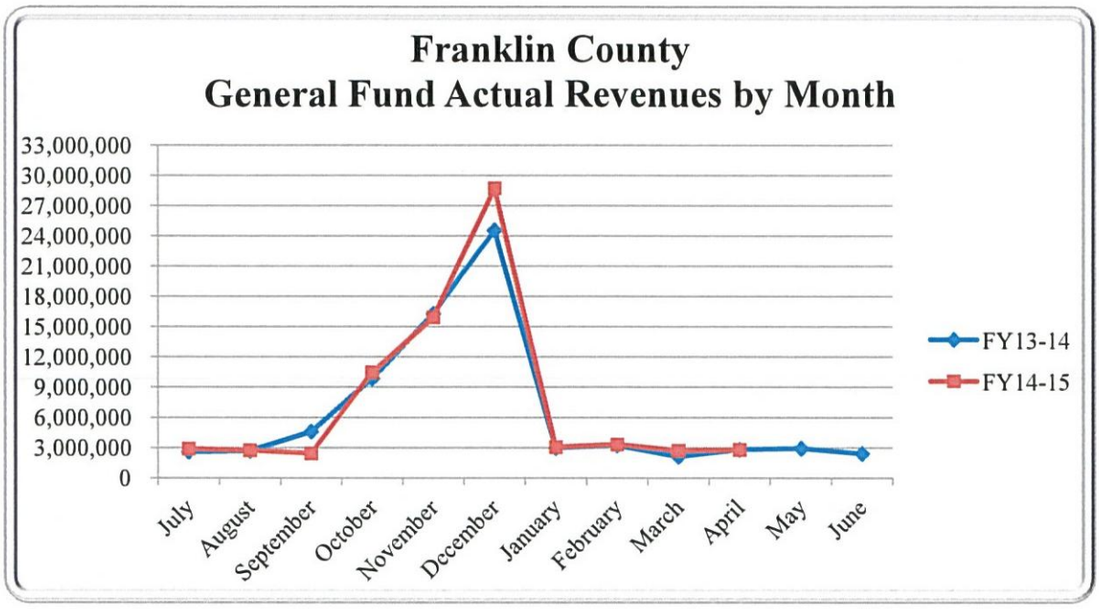

Meals Tax
140,000
130,000
120,000
110,000
100,000
90,000
80,000
70,000
60,000
50,000
40,000
July
August
September
October
November
December
January
February
March
April
May
June
13-14
14-15

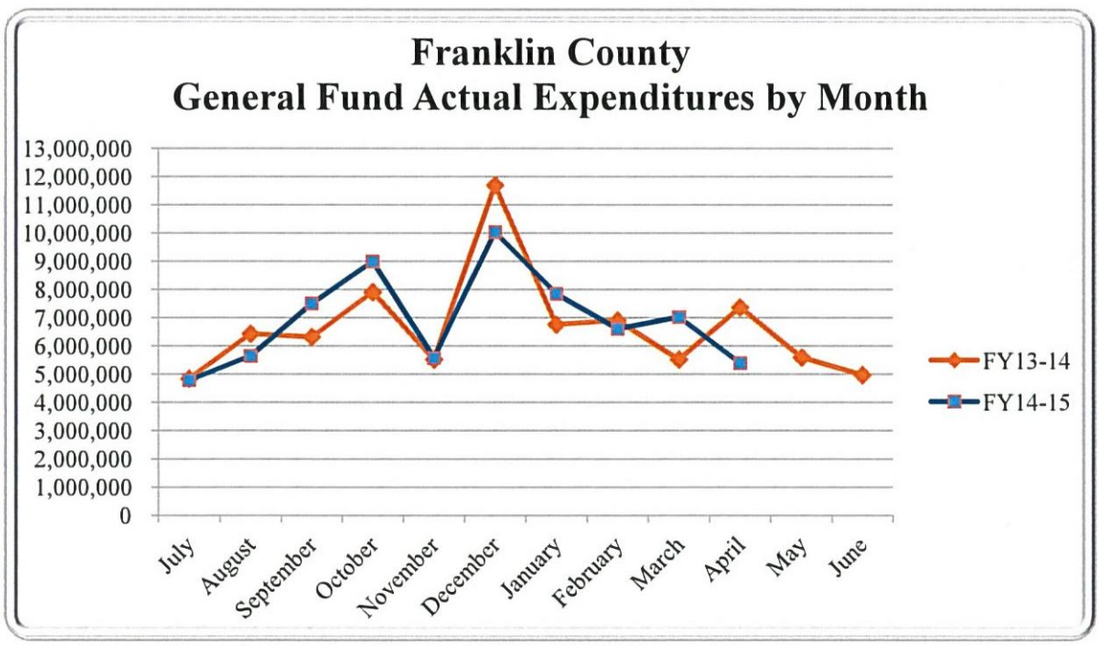
Landfill Receipts	13-14	14-15
July	81,207	71,478
August	79,853	75,330
September	95,954	100,889
October	74,612	72,673
November	67,910	66,374
December	73,924	55,717
January	58,734	56,912
February	60,661	52,461
March	57,582	55,185
April	44,009	55,611
May	59,816	
June	113,311	
	867,573	662,630
Budget	980,000	1,000,000
Year to Date through April	694,446	662,630
Percent Change		-4.6%

Franklin County
Cash Basis Revenue and Expenditure Summaries (Unaudited)
General Fund and School Fund Only
For The Ten Months Ending April 30, 2015 and 2014

REVENUES:	Budget and Appropriations Current Year	Actual Year to Date Revenues	Balance To Be Realized	Percent of Budget	Prior Year Actual At This Date
General Property Taxes	47,349,410	48,025,122	675,712	101.4%	46,079,639
Other Local Taxes	11,040,728	9,498,501	(1,542,227)	86.0%	8,298,877
Permits, Fees and Licenses	438,240	438,208	(32)	100.0%	306,830
Fines and Forfeitures	98,000	136,516	38,516	139.3%	140,606
Revenue from the use of Money and Property	1,139,883	508,083	(631,800)	44.6%	956,582
Charges for Services	2,625,872	2,025,912	(599,960)	77.2%	2,280,753
Miscellaneous Revenue	389,736	613,324	223,588	157.4%	375,896
Recovered Costs	545,806	706,629	160,823	129.5%	408,531
Revenue from the Commonwealth	15,674,082	13,016,640	(2,657,442)	83.0%	12,866,738
Federal Government	199,735	124,673	(75,062)	62.4%	101,881
Subtotal	79,501,492	75,093,608	(4,407,884)	94.5%	71,816,333
Carryover Funds	2,109,481				
Total General Fund	81,610,973				
Schools					
Cafeteria, Misc, State, Federal	49,814,309	38,747,162	(11,067,147)	77.8%	38,318,154
Local Funding from County	33,768,223	30,407,809	(3,360,414)	90.0%	28,480,378
Total School Fund	83,582,532	69,154,971	(14,427,561)	82.7%	66,798,532

EXPENDITURES:	Budget and Appropriations Current Year	Actual Year to Date Expenditures	Balance To Be Expended	Percent of Budget	Prior Year Actual At This Date
General and Financial Administration	4,469,416	3,656,920	812,496	81.8%	3,342,239
Judicial Administration	2,336,547	2,084,269	252,278	89.2%	1,911,660
Public Safety (Sheriff, Corrections, EMS)	13,501,067	10,576,611	2,924,456	78.3%	11,243,395
Public Works	3,571,331	2,563,186	1,008,145	71.8%	2,601,532
Health and Welfare	11,783,847	9,404,421	2,379,426	79.8%	9,166,071
Parks, Recreation, Libraries, Cmty Colleges	2,017,616	1,542,701	474,915	76.5%	1,547,610
Community Development	3,059,706	2,380,340	679,366	77.8%	2,142,605
Transfers to Schools, Capital, Debt	40,871,443	37,239,226	3,632,217	91.1%	37,328,586
Total General Fund	81,610,973	69,447,674	12,163,299	85.1%	69,283,698
School Fund	83,582,532	68,553,393	15,029,139	82.0%	66,095,966





Vincent Copenhaver, Director of Finance stated the sales tax projection was the same now as it was May 2015.

General discussion ensued.
****

2ND J & D CT. ROOM

Mike Thurman, Director of General Properties, stated Section 4.4 of the Franklin County Strategic Plan relates to the subject of jail and courts security. This summary and associated recommendation deals with the creation of a second Juvenile and Domestic Court for Franklin County.

The Franklin County Courthouse located at 275 S. Main Street in Rocky Mount, Virginia was originally constructed in 1909. The four-story Courthouse has seen many upgrades/additions since that time.

The Courthouse currently serves three individual courts and their associated clerks offices. In addition, the Commonwealth's Attorney's Offices is located on the 3rd floor. Juvenile and Domestic Relations Court and Court Services and Intake are located on the ground floor. General District Court is located on the 1st floor with Circuit Court and Commonwealth Attorney on the 3rd floor. The Circuit Court Clerk is located on the 2nd floor.

In 2010, both the Commissioner of Revenue and Treasurer were relocated (from the Courthouse) to the Government Center at 1255 Franklin Street. A major consideration for this move was that

of minimizing the number of non court patrons to the building. This same move resulted in empty space within the building.

As part of the recently completed security upgrade, the Circuit Court Clerk was awarded the entire space formally occupied by the Treasurer in addition to the former Board of Supervisors meeting room.
The area formally housing the Commissioner of Revenue remains vacant. In addition the Board recently approved the Sheriff's Department request for the former County Administration Building. Once video visitation is relocated to that building, this will net another approximate 1,144 sq. ft. of available space.

The most recent session of the Virginia General Assembly approved a fourth Juvenile and Domestic Relations Judge to serve the 22nd Judicial District. This District includes the City of Danville, Pittsylvania County and Franklin County.

Timothy W. Allen was appointed by the General Assembly to fill this Judgeship effective July 1, 2015. Judge Allen will sit in each of the District's localities.

The creation of the Judgeship was necessary due to the increasing caseloads within the Districts. Currently, Franklin County's Juvenile and Domestic Relations Court is held every day, Monday thru Friday.

Initially Judge Allen's schedule reflects him being in Franklin County three days a week, then the next three weeks of each month 1 to 2 days a week. Currently our General District Court operates on Wednesdays, Thursdays and every other Friday. Recently that Court agreed to allow Judge Allen use of that facility on "off days until which time a permanent second Juvenile and Domestic Courtroom can be created.

Soon after learning of the additional Judge and realizing a second Court would be required, staff began having meetings with Juvenile and Domestic Relations Judge Rice and her staff. Judge Rice is the sitting full time Judge now in Franklin County.

Those meetings focused on attempting to situate the new Courtroom in current (or soon to be) vacant space within the building. Information was gathered on what the Court's needs will be and how to best accommodate those needs. This information was relayed to the firm of Thompson-Litton for review and a request that they provide options on how we may proceed. Thompson-Litton provided the County with three initial options to consider:

- Option 1: Locate the new Courtroom on the first floor level in space currently occupied by the Sheriff's Department but soon to be vacated (approximately 1,144 sq. ft.)

- Option 2: Locate the new Courtroom on the first floor level in space previously occupied by the Commissioner of Revenue (approximately 1,832 sq. ft.)

- Option 3: Locate the new Courtroom in space currently occupied by the Juvenile and Domestic Court Clerk.
  Relocate the Clerk to space currently occupied by Court Service and Intake, thus relocating that function to the first floor, former Commission of Revenue space.

Upon developing schematic drawings and preliminary cost projections, all three options were presented to Judge Rice and Judge Allen for their review and comments.

Upon that review and with more discussion, Judge Rice and Judge Allen have endorsed "Option 2".

COPY

SARAH A. RICE
JUDGE

Franklin County Juvenile and Domestic Relations District Court

22nd Judicial District

275 S. Main Street, Suite 3
Rocky Mount, VA 24151
Telephone:
(540) 483-3055
Fax:
(540) 483-6603

BILLIE J. WAGNER
CLERK

May 7, 2015

Richard E. Huff, II
Franklin County Administrator
1255 Franklin Street, Suite 112
Rocky Mount, VA 24151

Dear Rick:

Due to increasing caseloads, the General Assembly approved funding for a fourth Juvenile and Domestic Relations District Court Judgeship to serve the 22nd Judicial District which includes Franklin County, Pittsylvania County and the City of Danville. Timothy W. Allen was appointed by the General Assembly to fill this Judgeship effective July 1, 2015. Judge Elect Allen will sit in each of the aforesaid localities.

Judge Elect Allen and I along with Clerk of Court B.J. Wagner and Deputy Steve Meadors, bailiff, have met several times with Mike Thurman regarding the location of the second Juvenile Courtroom in the Franklin County Courthouse. Mike then met with Bill White, architect, and with our comments, Mr. White drafted three options for the location of the second Courtroom.

Upon reviewing and discussing the three options, Judge Elect Allen and I support option two, locating the second Juvenile Courtroom on the first floor level in the space formerly occupied by the Commissioner of Revenue. We feel option two adequately meets the space needs and the requirements for public safety and convenience.

Please contact either of us if you have any questions. Thank you for bringing this to the attention of the Board of Supervisors for their consideration.

Very Truly Yours,

Sarah Rice

Sarah A Rice, Judge

Timothy W. Allen, Judge Elect

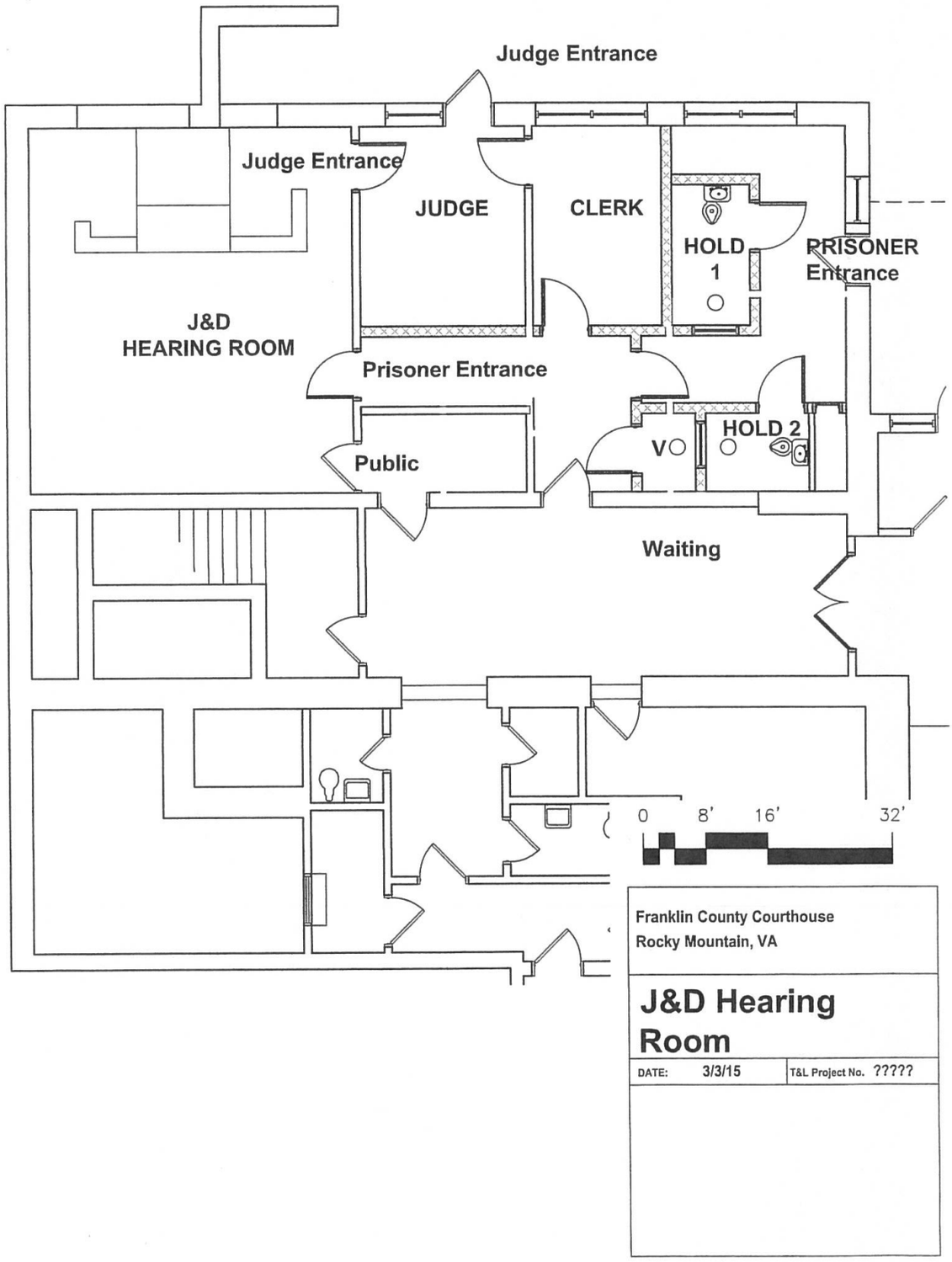
OPTION 1: Locate the new Courtroom on the first floor level, below the former board of supervisors' room. Refer to the 3/3/15 sketch.

PROS:

- While not generous, there does appear to be adequate space to accommodate the hearing rooms, offices and holding cells.
- There is good separation of public, prisoner, and judge / staff circulation.
- Prisoners are never outside the security perimeter, except when in the hearing room
- Increases the available holding cells for prisoners

CONS:

- Location is distant from ground floor J&D waiting area
- Location is distant from the J&D Clerk's office and file room. Participates might be required to travel down to the ground floor clerks office and could "get lost" along the way. They currently are directed to a transaction window in the Clerk's office adjacent to the J&D courtroom.
- The remote location of the holding cells may require additional sheriffs department staffing or supervision.
- Due to the distance from the security station and the other J&D Courtroom, the Bailiff would isolated and may not have access to quick help or back up in the event of a confrontation either in the holding or waiting area or the courtroom.
- Requires relocation of the Video Visitation and an existing office.
- There is sufficient space for a guardian ad litem
- Heat from the existing steam tunnels will require special consideration.
- Access to the steam tunnel must be secured



Franklin County Courthouse
Rocky Mountain, VA

J&D Hearing Room

DATE: 3/3/15 | T&L Project No. ?????

Jsers\bill_white\Documents\001 ShortCuts\Proposals Shortcuts\FC J&D Courtroom\J&D Courtroom.awg

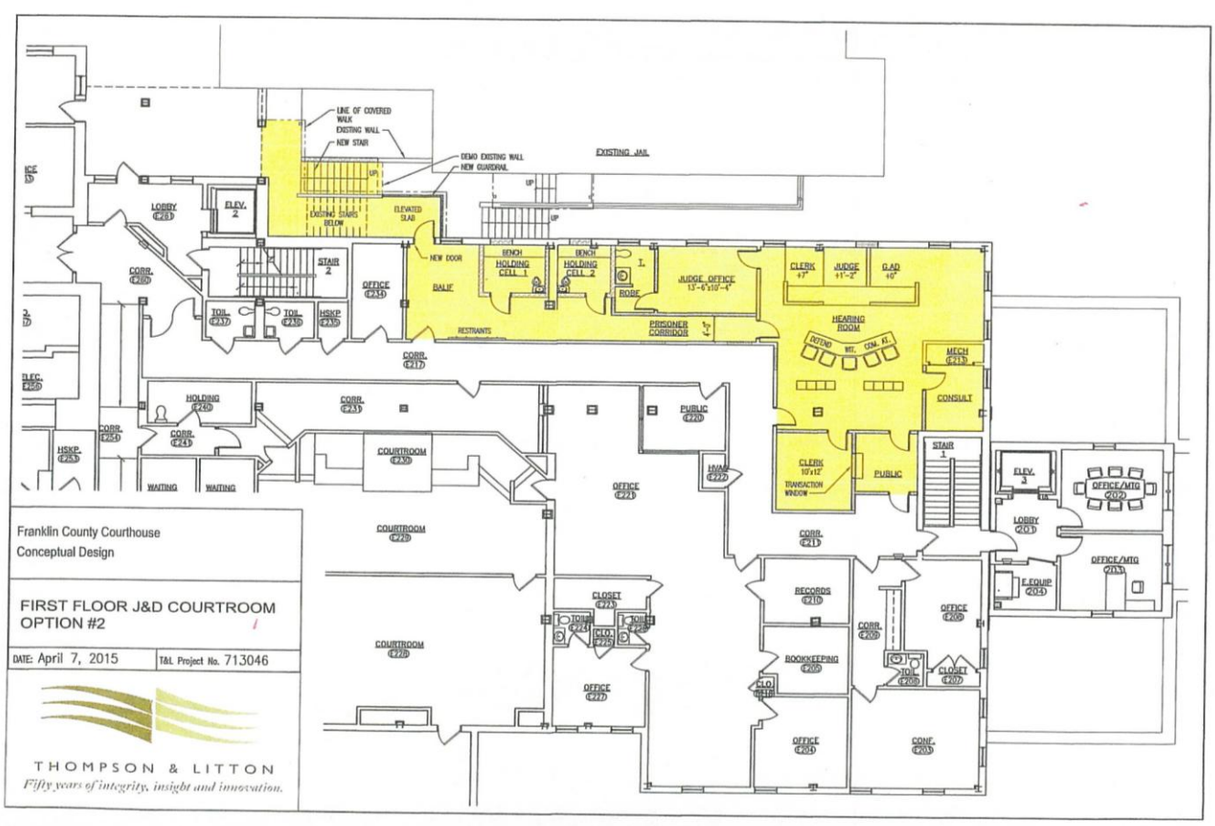
OPTION 2: Locate the new Courtroom on the first floor level, in the space vacated by the Commissioner of Revenue. Refer to Sketch dated 3/26/15.

PROS:

- There appears to be adequate space to accommodate the hearing room, offices and holding cells.
- Location is close to the stair leading to ground floor J&D waiting area
- Location is on a different floor but closer to J&D Clerk's office and file room than option 1.
- Participates can be directed past a satellite Clerks Office transaction window upon leaving the hearing room.
- Increases the available holding cells for prisoners
- The location is closer to the security station and the existing J&D Courtroom than option 1, the Bailiff would not be as isolated and would have better access to help or back up in the event of a confrontation either in the holding or the courtroom.
- Doesn't require relocation of any existing staff or functions, it is located in currently vacated space.
- There are two conference rooms in the vicinity that could be used for attorney / client consultations or be set up for remote testimony of tender years minors.
- There is sufficient space for a guardian ad litem

CONS:

- The separation of public, prisoner, and judge / staff circulation is not as good as option #1. Prisoners would be transported to the holding area by way of a public, non-secure corridor.
- New holding cells would be required.
- Existing columns, HVAC equipment and public corridor restricts the layout. The Judges office is small and the prisoner corridor to the courtroom is narrow.



Franklin County

Addition of new J&DR Courtroom and associated spaces to the

Franklin County Courthouse

Preliminary Order of Magnitude Project Cost Estimate for Budgeting Purposes

		Cost	Cost/Sf		
^1	Site Work, Covered Walkway	$17,500	$50.00		350 SF
^2	New Interior Construction	$291,400	$155.00		1,880 Total Sq Ft.
Selective	Interior Demolition & Disposal	$5,000		L.S.	
1st Flr	Ceiling Work to install Plumbing	$7,000	$20.00	/SF	350 SF
^3	Built-in Equipment	$15,000	$7.98	/SF	
^4	Security/Telecom	$9,400	$5.00	/SF	
^5	Design Contingency	$34,530	10%		
	subtotal	$379,830	$238.08	/SF	
^6	Escalation	$5,697	$3.03	/SF	
	subtotal	$385,527	$241.11	/SF	
^7	FF&E	$18,800	$10.00	/SF	
^8	A/V Telecom	$15,000	L.S.	L.S.	
	subtotal	$33,800			
^9	Related Fees	$62,900	15%		
	Project Contingency	$72,300	15%		
	Total Estimated Project Cost	**$554,527**			

^1 Elevated Slab, Covered Walkway & New Concrete Stair

^2 Assumes interior gut renovation of 1,880 SF area and modifucation of existing HVAC, replace indoor HVAC unit, lighting, recept finishes, ceilings, security grade partitions, doors & interior windows.

^3 Built-in Equip't includes Judge's Bench & Security Fixtures in Holding Cells

^4 Infrastructure only: cabling, backbone, outlets, Telephone, Fire Alarm, and Security Equipment, (no computer equipment)

^5 The Design Contingency will decrease to 0% at the completion of the Construction Documents, presumably absorbed by the des contingency is used to account for aspects of the design that are as of yet undefined or only partially defined. It should not be co the Project Contingency which is set aside for any number of unexpected occurrences like program changes, unforeseen conditio change orders.

^6 Assumes contruction to commence by summer 2015. Escalation to midpoint of construction - September 2015

^7 Loose Fixtures, Furniture, & Equipment (FF&E) - Including signage; estimate based on sqft cost only and does<u>not</u> take into accoun reuse of existing.

^8 Assumes State Supreme Court DJIT will manage relocation/reconfiguration and/or new video witness/visitation/testimony equipm

^9 Estimate for: Legal, A/E, FF&E, const. testing & inspection, permits, etc. NIC A/V Telecom Equipment procurement

* Abestos sampling, testing & abatemnt not included

OPTION 3: Locate the new J&D Hearing room in the space occupied by the J&D Clerks office. Relocated the J&D Clerk to the space occupied by Court Services, relocated Court Services to the First Floor, former Commissioner of the Revenue space. No sketch provided.

PROS:

- It would consolidate the J&D courts in one area on the same floor. There would be less traffic moving through the courthouse and general security would be enhanced.
- The location is close to the security station and the existing J&D Courtroom the Bailiff's would have good access to help or back up in the event of a confrontation either in the holding, waiting or the courtroom.
- No new holding cells would be required (verify that the existing cells are adequate for the expanded court sessions).
- There is adequate space to accommodate the hearing room and Judges Office in the current J&D Clerks area.
- There would be the opportunity for good communications and collaboration between Judges.
- Staff and files would not be required to move between floors.
- The separation of public, prisoner, and judge / staff circulation is the best in this option.

CONS:

- The most disruptive in the short term.
- The most expensive to construct even with out additional holding cells.
- Longest construction time due to phasing.
- Requires relocation of existing staff and functions.
- Requires phasing and carful coordination to accomplish construction adjacent to the on going court proceedings.

RECOMMENDATIONS:

Staff respectfully requests that the Board of Supervisors approve moving forward with plan development that would incorporate Option 2 for the creation of a second Juvenile and Domestic Relations Court for Franklin County. The initial cost estimate for this work is $554,527.

It is further requested that the Board allow staff to advertise and conduct competitive negations for architectural services for this project.

The Board asked where the money would come from to fund the project.

Mr. Huff stated $350,000 - Delinquent Tax Collections
$ 50,000 - Current Courthouse Security Project unused funds
$150,000 - Unused funds from the purchase of new voting machines

(RESOLUTION #08-05-2015)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to authorize staff to move forward with the advertising for A & E Services for the J & D Relations Court for Franklin County.

MOTION BY: Charles Wagner
SECONDED BY: Bob Camicia
VOTING ON THE MOTION WAS AS FOLLOWS:
AYES: Mitchell, Thompson, Wagner, Reynolds, Camicia, Thompson & Brubaker

****

JIM CURRIE, CEO, YMCA/CARRYOVER FUNDS

Tom Douglas, CFO, presented the following PowerPoint Presentation for the Board's review and consideration:

Franklin County Family YMCA

Franklin County Board of Supervisors

May 19, 2015

Franklin County Family YMCA Mission

- The YMCA is a ***nonprofit*** that ***strengthens the community by offering programs that benefits everyone***.
- The Y includes ***all faiths, races, abilities, ages, and incomes***, *regardless of ability to pay. Nobody is turned away.*
- Putting Christian principles into practice through programs that *promote:*
  - ***Healthy Lifestyles***
  - ***Strong families***
  - ***Positive Youth Development***
  - ***Community strength***
  - ***International understanding***
- *The YMCA believes* ***everyone needs a place to belong to avoid isolation***
- *We change lives, one person at a time.*

Disparities Lead to Isolation

- ***Y USA has proven economic disparities increase social divide and social isolation of the poorest, leading to the deterioration within the community***
- **Examples**
  - *40% of youth 17 – 23 years of age in Franklin County have a substance abuse issue.*
    - Our youth programs and partnerships address this issue
  - *Most low-income children reach kindergarten unprepared and continue to fall behind, unless they receive additional support*
    - S.A.F.E. program based in 7 elementary schools
    - Preschool (Land of Wonder)
  - *Seniors who are health and independent are happier*
    - Senior water aerobics
    - Core and Balance – chair based
    - Senior luncheons
  - *Returning military veterans integration into civilian / family life*
    - 6 month free family membership
    - Working with identified special needs
  - *Insufficient income to cover anything other than basic needs through financial assistance:*
    - Membership
    - SAFE, Preschool, Summer Camp
    - Swim lessons
    - All other programs
  - Approximately $ 240,000 per year in financial assistance

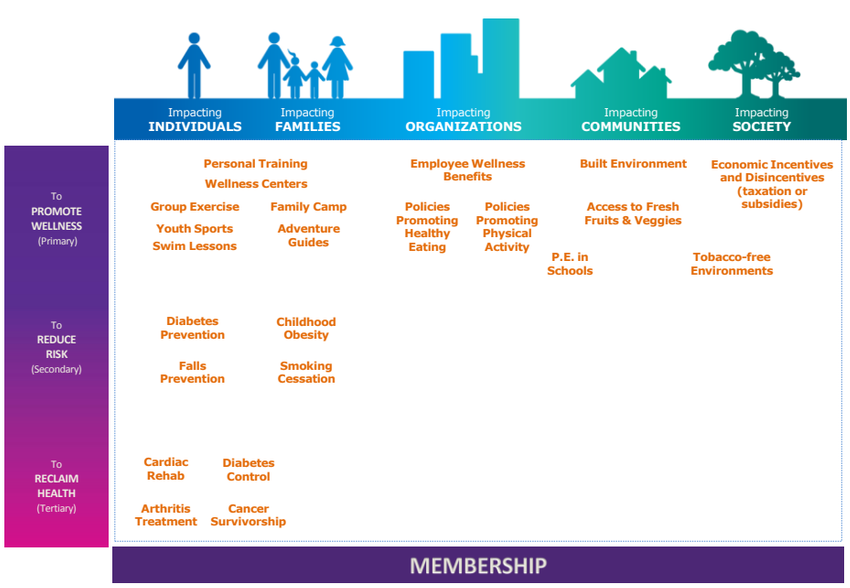
The Y – Center of the Community

- **Y goal – strengthen the community**
- **Personal and social change comes with the right community investment**
- **Focus of our investment:**
  - **youth development,**
  - **healthy living,**
  - **and social responsibility.**

YMCA Partners with the Community

- Approved court appointed location for community service
- CASA
- Franklin County Resource Center for Domestic Violence
- Piedmont Community Health
- United Way
- Free Clinic
- Individual church programs
- Boy Scouts
- Healthy Franklin County, a joint program with United Way involving community nonprofits

FRAMEWORK FOR HEALTHY LIVING



YMCA Community Education Classes

More than 2 dozen free classes:

- Healthy cooking
- Kroger shopping field trips for label reading
- Music education – exposure and lessons
- Chiropractor Q & A
- Massage therapy
- Diet & Nutrition
- Carillion Clinic "Point on Joints"
- Understanding vitamin supplements
- Living will and estate planning

YMCA – Youth Programs

- Summer elective physical education credits
  - Students working with personal trainers and attend YMCA scheduled classes to achieve their credit goals.
- Swim instructions for all 2nd graders
  - All 2nd grade students are provided essential survival swim skills.
- High school swim team
  - Utilizes the pool for swim practice and swim meets.
- Youth swim team
  - Feeder for the high school team starts at an early age and provides development opportunities for higher levels - college teams and scholarships.
- Keeping Hands Busy & Peer Pressure Away
  - Junior HS Dances, Black Light parties, and swim parties, allow kids to be kids, with adult supervision; mentoring; and guidance during monthly events – assisted by numerous mmunity agencies

YMCA Community Events

- Glacier Plunge
- Casino & Auction Night
- Polar Express Day
- Money Ball Giveaway
- Monthly Senior Luncheons
- Healthy Kids Day
- Y-Weight
- Off Site Fitness Classes
- Trunk or Treat
- Mother's Day Tea
- Guinness Record Breaker
- Winterfest 10 miler & 5k
- Oktoberfest 5k
- Sundown Classic 5k
- Y-Resolve 10k & 5k
- Pickleball Tournaments
- Tennis Clinics
- Volleyball Tournaments
- Pancake Breakfast
- Easter Egg Hunt
- Valentine's Day Card to Seniors
- "Dam 50K" - 2016

YMCA is a Turnaround

- Significant debt outstanding
- No endowment
- No contingency fund
- Below YMCA standard for donations

YMCA Community Events

- Glacier Plunge
- Casino & Auction Night
- Polar Express Day
- Money Ball Giveaway
- Monthly Senior Luncheons
- Healthy Kids Day
- Y-Weight
- Off Site Fitness Classes
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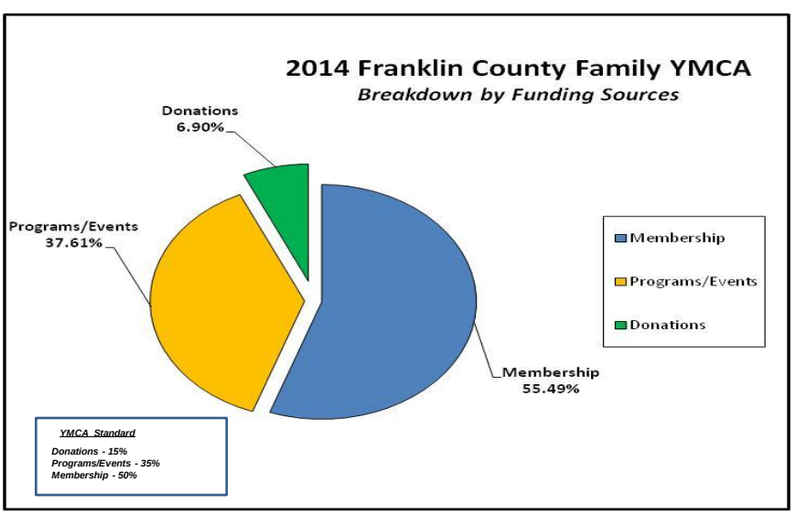
- Pancake Breakfast
- Easter Egg Hunt
- Valentine's Day Card to Seniors
- "Dam 50K" - 2016

YMCA Financial Model



Financial Highlights

	2010	2011	2012	2013	2014
Balance Sheet Highlights					
Long Term Debt	5,299,596	5,422,036	2,069,182	1,905,095	1,815,394
Total Liabilities	5,980,718	5,856,280	2,420,342	2,246,722	2,149,838
Revenue Highlights					
Membership	1,239,993	1,309,592	1,299,184	1,321,597	1,342,533
Operating Revenue	1,996,463	2,151,478	2,149,004	2,242,656	2,419,534
Expense Highlights					
Occupancy	304,272	261,381	267,506	271,952	417,164
Operating Expense	2,051,717	2,039,769	1,871,783	1,990,238	2,432,673
Revenue over Expense	(55,254)	111,709	277,221	252,418	(13,139)

5/19/15 13

What is the Solution ?

- YMCA Model - 15% of expenses needs to be from donations, grants or endowments including contributions from local governments.
- A YMCA with no endowment or contingency funds is not sustainable.
- In 2014, Franklin County YMCA received 6.9%.
- Steps to improve:
  - Local, regional & national grants being addressed
  - 100% Board contribution in 2014
  - Community hosted receptions
  - Follow up on unpaid pledges
- YMCA needs Franklin County and School Boards support for programs that clearly benefit the community

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Future Direction

The YMCA needs to be a partner with Franklin County and to be the center of the community:

- ***Special events, programs, classes and membership***
- ***Partnerships with organizations in the community***
- ***Support of community needs***
- ***Economic impact is currently estimated at $4+ million***

5/19/15 15

Jim Currie, CEO, YMCA, stated the Y intentionally works to benefit all in the community and especially those who are less fortunate. We do so because our mission is to make certain that no one is “isolated” in a community. More than 150 years ago, the Y discovered that communities and societies break down when its residents feel disconnected or isolated in a community. What

makes a person feel disconnected or isolated? It occurs when there are disparities relating to: financial capabilities, education, family oriented environments, physical or mental health, the need for personal rehab, the level of personal stress or trauma, or for other reasons. So connecting people in a community has been the cornerstone of the Y's mission.

This mission is made more difficult because the Y is a nonprofit so the programs that help people address these causes of isolation have to be paid for with contributions and member fees. In many cases, cities, towns and counties contribute funding for Y programs because those programs are recognized for the valuable benefit to residents. Consider for a minute what our county would lose, if these programs disappeared:

1. Today the Y conducts many programs that keep our youth busy with productive activities, teaching appropriate social behaviors, working with role models, instilling the right values, and teaching how to make the right choices, so they have a chance to avoid peer pressure leading to unwanted pregnancies and substance abuse;

2 The Y teaches swim lessons to our youth, so they will not drown in the many lakes, rivers and ponds in our county, and so they will build self esteem and confidence and maybe even eventually earn a college scholarship;

3. We stress finishing homework in our after school program because education is so important to success and to avoiding isolation relating to low self esteem and an unskilled work force;

4. The Y provides our returning military veterans with a free family membership to help them re-acclimate to the community and to their families, before problems relating to PTSD or war atrocities begin to surface;

5. We offer dozens of programs for seniors so they can enjoy their last years in better health by improving their strength, balance, and flexibility, and by offering them a place to socialize so they remain independent, connected, and a productive part of our community;

6. The Y even has a special program for our sheriff's deputies to ensure that they are physically fit enough to protect our residents and themselves;

7. Our court system has chosen the Y where community service can be completed because of our programs and our people;

8. And as Tom has mentioned, we partner with several community service organizations in the county to help them achieve their outreach programs.

I could keep listing other examples, but I think you get the point which is that the Y and the county share the same commitment to helping people in our community. It is the same commitment to helping our residents that each of you made when you were sworn in following your election.

The difference is that the YMCA is a nonprofit that depends on contributions to continue, unlike the county that relies on tax dollars. So when the Y pays for a community program that clearly is the responsibility of Franklin County, it adds to the financial strain that the Y is already under in our turnaround. Let me give you an example: last year, the Y paid $16,500 for equipment so the high school could host swim meets and practices. This expense clearly should have been paid for by the county or the schools. However, the ongoing debate between the county and the school forced the Y to pay for this equipment.

Both the Y and the county need to serve this community and its residents, and accept the costs of doing so. So our mutual responsibility is to the people. It is easy to see the need for spending on roads, ball fields, buildings, and trails. But programs that serve those in need (and all in our community) are our mutual priority and the way to address needs before problems emerge.

The question that we need to ask is if the Y were not able to survive and do all that it does, who would do it and at what cost. Well, the Franklin County Administration has confirmed that the economic impact of this Y is <u>more than $4 million per year</u>: for salaries, for part time help, for vendors, for food purchases, for gasoline, for utilities, for retail stores, for service providers, for child care, and for so much more.

The Y is working through a financial turnaround. I ask for your financial support of the Y and of our programs that help those in need in our county. If this county loses the Y, it will lose much more than another building. The county will have lost a real asset that directly benefits property values, our residents, our local businesses, those in need, and those that are at risk of becoming isolated.

General discussion ensued.
****

INTERSTATE 73 COALITION/JOINT LOCALITIES

Mike Burnette, Economic Development Director, shared with the Board to opportunity to join a joint coalition including Roanoke, Henry & Franklin Counties & Roanoke and Martinsville Cities. Mr. Burnette stated Roanoke County and Roanoke City would be charged $2,000 monthly, Henry and Franklin County would be charged $1,500 monthly and the City of Martinsville $1,000 monthly membership fees. General discussion ensued.

(RESOLUTION #10-04-2015)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to authorize staff to join the Interstate 73 Coalition with a $1,500/monthly fee to run through December 2016.

MOTION BY: Bob Camicia
SECONDED BY: Bobby Thompson
VOTING ON THE MOTION WAS AS FOLLOWS:
AYES: Wagner, Camicia, Bobby Thompson & Brubaker
NAYS: Mitchell, Ronnie Thompson & Reynolds

MOTION PASSED WITH A 4-3 VOTE.
****

SOCIAL SERVICES/2 ADDITIONAL ELIGIBILITY WORKERS

Richard E. Huff, II, County Administrator, stated he had met with Debra Powell, Executive Director, Social Services have received additional $80,000 in State Funds with a local match of $14,667.00 for a total of $94,629 for 2 additional eligibility workers. Ms. Powell noted such local funding match is available and would come from the Social Services existing and future budget.

(RESOLUTION #11-04-2015)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to authorize the Department of Social Services to utilize $14,667.00 of existing and future budgetary savings for 2 additional eligibility workers (County's Share) with an additional $80,000 in State funding secured.

MOTION BY: Ronnie Thompson
SECONDED BY: Charles Wagner
VOTING ON THE MOTION WAS AS FOLLOWS:
AYES: Mitchell, Thompson, Wagner, Reynolds, Camicia, Thompson & Brubaker
****

OTHER MATTERS BY SUPERVISORS

Bobby Thompson, Blue Ridge District Supervisor, stated he would like to see a minimum raise for all lower paid, part -time County employees.). At $12.50 per hour, 2% would be $.25 increase per hour. Currently, there are 74 employees below $12.50/hour and to provide a minimum 2% or .25/hour (whichever is greater) would cost $4,770.

(RESOLUTION #12-05-2015)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to approve a $.25/hour increase or 2% (whichever is greater) for the 74 County employees (non school employees) as noted.

MOTION BY: Bobby Thompson
SECONDED BY: C. B. Reynolds
VOTING ON THE MOTION WAS AS FOLLOWS:
AYES: Mitchell, Thompson, Wagner, Reynolds, Camicia, Thompson & Brubaker
****

Ronnie Thompson, Boone District Supervisor, stated during his town hall meeting citizens were asking to build an escrow account for public safety should a disaster occur within the County.

Ronnie Thompson, Boone District Supervisor, stated some of his constituents in the Boone District have made a request for the County to hire an attorney/county attorney to help them fight the Mountain Valley Pipeline coming through Franklin County. The Board expressed the need to remain neutral. This will be placed on the June agenda for Board consideration.

Bob Camicia, Gills Creek District, asked for Board support in directing staff to forward a letter to the Southwestern Virginia Tourism Marketing Group (State Level) regarding the presentation made during the April 21, 2015 Board meeting. The Board concurred.

(RESOLUTION #13-05-2015)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to go into a Closed Meeting in Accordance with 2.2-3711, a-1, Personnel, a-3, Acquisition of Land, & a-5, Economic Development, & a-7, Consult with Legal Counsel, of the Code of Virginia, as Amended.

MOTION BY: Charles Wagner
SECONDED BY: Bobby Thompson
VOTING ON THE MOTION WAS AS FOLLOWS:
AYES: Mitchell, Thompson, Wagner, Reynolds, Camicia, Thompson & Brubaker

****

MOTION: Leland Mitchell **RESOLUTION: #14-05-2015**
SECOND: Bob Camicia MEETING DATE May 19, 2015

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, Wagner, Reynolds Camicia, Thompson & Brubaker
NAYS: NONE
ABSENT DURING VOTE: NONE
ABSENT DURING MEETING: NONE

****

Chairman Brubaker, Chairman, recessed the meeting for the previously advertise public hearing as follows:

NOTICE OF PUBLIC HEARING ON BOTETOURT COUNTY, VIRGINIA, JOINING THE WESTERN VIRGINIA WATER AUTHORITY

Notice is hereby given, pursuant to Section 15.2-5104 of the Code of Virginia (1950), as amended, that the Board of Supervisors of Franklin County, Virginia, ("Board") will hold a public hearing on Tuesday, May 19, 2015, at 4:00 p.m. local time or as soon thereafter as the matter may be heard, at the Board Room at the Government Center at 1255 Franklin Street, Suite 104, Rocky Mount, Virginia 24151, for the purpose of receiving public comment on the joinder of Botetourt County, Virginia, with the Western Virginia Water Authority and on the Board's approval of and authorization of execution of a Second Amended and Restated Articles of Incorporation of the Western Virginia Water Authority for accomplishing such joinder of Botetourt County, Virginia, together with any related matters.

IN THE BOARD OF SUPERVISORS OF FRANKLIN COUNTY, VIRGINIA

A RESOLUTION approving the reorganization and expansion of the Western Virginia Water Authority ("Authority") by providing that Botetourt County, Virginia, join the Authority; approving and authorizing the execution of a Second Amended and Restated Articles of Incorporation of the Western Virginia Water Authority to accomplish such joinder; and authorizing the appropriate public officials to take any actions and execute any documents necessary to accomplish such matters, all in accordance with Virginia Code Section 15.2-5112.

WHEREAS, the Council of the City of Roanoke, Virginia, ("City of Roanoke"), the Board of Supervisors of Roanoke County, Virginia, ("Roanoke County"), and the Board of Supervisors of Botetourt County, Virginia, ("Botetourt County") have or will determine that it is in the best interest of their citizens that Botetourt County, Virginia, join and become a member of the Western Virginia Water Authority pursuant to the provisions of the Virginia Water and Waste Authorities Act, Chapter 51, Title 15.2 of the 1950 Code of Virginia, as amended (the "Act"); and

WHEREAS, the Board of Supervisors of Franklin County, Virginia, ("Board of Supervisors") desires to approve of Botetourt County, Virginia, becoming a member of the Authority by the adoption of this resolution concurrently (or in concert) with resolutions adopted or to be adopted by the City of Roanoke, Roanoke County, and Botetourt County; and

WHEREAS, after proper advertisement, a public hearing has been held by this Board in accordance with the requirements of Section 15.2-5104 of the Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Franklin County, Virginia, as follows:

1. The Board of Supervisors of Franklin County, Virginia, hereby determines that it is in the best interest of the citizens of Franklin County, Virginia, that Botetourt County, Virginia, join and become a member of the Western Virginia Water Authority and approves the terms of the Second Amended and Restated Articles of Incorporation of the Western Virginia Water Authority as contained in Section 6 of this resolution.

2. The Board of Supervisors hereby authorizes the Chairman and the Clerk to the Board to execute and attest or witness, respectively, such Second Amended and Restated Articles of Incorporation of the Western Virginia Water Authority in a form substantially similar to those set forth in Section 6 below, with such minor revisions and adjustments as the Chairman shall approve.

3. The Board of Supervisors hereby agrees that the Authority shall be reorganized and expanded in accordance with the terms of the Second Amended and Restated Articles of Incorporation of the Western Virginia Water Authority mentioned above upon the issuance of a Certificate of Joinder and/or Restatement issued by the Virginia State Corporation Commission.

4. The Board of Supervisors does hereby FIND as a matter of fact that inclusion in the Second Amended and Restated Articles of Incorporation of the Western Virginia Water Authority of preliminary estimates of capital costs, proposals for any specific projects to be undertaken by the Authority, and preliminary estimates of initial rates for services of such projects as certified by responsible engineers is impractical.

5. As provided for in the Second Amended and Restated Articles of Incorporation of the Western Virginia Water Authority, the Board of Supervisors hereby appoints the following person to be the Franklin County representative and that such person's initial term will start on the date of issuance by the Virginia State Corporation Commission of a Certificate of Joinder and/or Restatement and expire on June 30, 2018.

Franklin County Appointee

NAME	ADDRESS	EXPIRATION OF TERM
Shirley B. Holland	131 Lila Lane Boones Mill, VA 24065	June 30, 2018

Upon expiration of the initial term of office, and any future term of office, the Board of Supervisors shall appoint a person (who can be the same person whose term expired) to be a member of the Board of the Authority for four (4) years from the date of the initial expiring term and any future expiring term of office. The total number of members that Franklin County, Virginia, will have on the Board of the Authority will be one (1) member.

6. The Second Amended and Restated Articles of Incorporation of the Western Virginia Water Authority are set forth below. They shall be deemed amended, restated, and effective upon the date of issuance of a Certificate of Joinder and/or Restatement by the Virginia State Corporation Commission as provided for in Virginia Code Section 15.2-5112.

SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE WESTERN VIRGINIA WATER AUTHORITY

The Board of Supervisors of Roanoke County, Virginia, the Council of the City of Roanoke, Virginia, the Board of Supervisors of Franklin County, Virginia, and the Board of Supervisors of Botetourt County, Virginia, as well as the Board of Directors of the Western Virginia Water Authority, have by concurrent resolutions adopted the following Second Amended and Restated Articles of Incorporation of the Western Virginia Water Authority, pursuant to the Virginia Water

and Waste Authorities Act (Chapter 51, Tile 15.2 of the 1950 Code of Virginia as amended) (the "Act").

ARTICLE I

The name of the Authority shall be the Western Virginia Water Authority (the "Authority") and the address of its principal office is 601 South Jefferson Street, Roanoke, Virginia 24011.

ARTICLE II

The names of the political subdivisions participating in the Authority are Roanoke County, Virginia, the City of Roanoke, Virginia, Franklin County, Virginia, and Botetourt County, Virginia, (collectively the "Localities"), each of which hereby acknowledges, covenants, and agrees that these Second Amended and Restated Articles of Incorporation shall not be further amended or changed without the express agreement of each of the governing bodies of each of the Localities. None of the following actions shall be taken or permitted to occur by the Board of the Authority without the affirmative vote of a majority of the members from the City of Roanoke and Roanoke County.

(1) The inclusion of additional political subdivisions in the Authority; and

(2) Additional agreement with other political subdivisions, entities, or persons, for the bulk sale of surplus water or for the acceptance and treatment of waste water.

ARTICLE III

The Board of the Authority shall consist of eight (8) members. The names, addresses, and terms of office of the initial members of the reconstituted Board of the Western Virginia Water Authority are as follows:

The initial term of each member shall start on the date of issuance by the Virginia State Corporation Commission of a certificate of joinder or restatement and expire on the date indicated below.

Name	Address	Expiration of Term of Office
John P. Bradshaw, Jr.	3132 Burnleigh Road, SW Roanoke, VA 24014	June 30, 2017
Donald L. Davis	1031 Halliahurst Avenue Vinton, Virginia 24179 (Roanoke County Appointee)	June 30, 2018
Marc Fink	Finks Jewelers 3545 Electric Rd Roanoke Virginia 24018 (Roanoke City Appointee)	June 30, 2015*
R. Gray Goldsmith	Valley Bank 36 Church Avenue Roanoke, Virginia 24001 (Roanoke County Appointee)	June 30, 2015*
Shirley B. Holland	161 Lila Lane Boones Mill, Virginia 24065 (Franklin County Appointee)	June 30, 2018

Harvey Brookins	Freedom First 5240 Valley Park Drive Roanoke, Virginia 24019 (Roanoke City Appointee)	June 30, 2016
H. Odell Minnix	3314 Kenwick Trail Roanoke, Virginia 24018 (Roanoke County Appointee)	June 30, 2016
TBA*		June 30, 2017

*The appointments for the member positions of Mr. Goldsmith by Roanoke County and of Mr. Fink by the City of Roanoke and the appointment of Botetourt County's member have not been determined as of the date of advertisement of the public hearing on this resolution and these Articles will be conformed to the appointments made prior to the filing of these Articles with the State Corporation Commission in June, 2015. All terms will end on June 30 in the last year of the appointed terms. This note will be removed from these Articles when they are filed with the State Corporation Commission.

Upon expiration of the foregoing terms of office, the governing body of the participating political subdivision that appointed the person whose term expired shall appoint, for the times set forth below, a person to be such participating political subdivision's appointee, which can be the same person whose term expired, and the total number of members for each participating political subdivision will be the number of members set forth opposite its name below:

Roanoke County – Three, for terms of four years each
City of Roanoke – Three, for terms of four years each
Franklin County – One, for a term of four years
Botetourt County – One, for a term four years

The governing body of each of the Localities shall be empowered to remove at any time, without cause, any member appointed by it and to appoint a successor member to fill the unexpired portion of the removed member's term, and shall be empowered to appoint a successor member to fill the unexpired term of a member such Locality appointed who may resign or no longer be able to serve.

Each Board member shall be reimbursed by the Authority for the amount of actual expenses incurred in the performance of Authority duties.

Upon expiration of the term of a member, such member will continue to serve until the governing body of the Locality appointing such member appoints a successor member, removes such member, or reappoints such member.

ARTICLE IV

The purposes for which the Authority is being reorganized are to exercise all the powers granted to the Authority to acquire, finance, construct, operate, manage and maintain water, waste water, sewage disposal, and stormwater control systems and related facilities pursuant to the Act. The Authority shall have all of the rights, powers, and duties of an authority under the Act.

It is not practicable to set forth herein information regarding preliminary estimates of capital costs, proposals for specific projects to be undertaken, or initial rates for services of the proposed projects.

ARTICLE V

The Authority shall serve Roanoke County, the City of Roanoke, Franklin County, and Botetourt County, Virginia, and, to the extent permitted by the Act and the terms of these Articles, such other public or private entities as the Authority may determine upon the terms and conditions established pursuant to appropriate contracts, either within or without Roanoke County, Virginia, the City of Roanoke, Virginia, Franklin County, Virginia, or Botetourt County, Virginia.

ARTICLE VI

The Authority shall cause an annual audit of its books and records to be made by an independent certified public accountant at the end of each fiscal year and a certified copy thereof to be filed promptly with the governing body of each of the incorporating political subdivisions.

IN WITNESS WHEREOF the Board of Supervisors of Roanoke County, Virginia, the Council of the City of Roanoke, Virginia, the Board of Supervisors of Franklin County, Virginia, and the Board of Supervisors of Botetourt County, Virginia and the Board of Directors of the Western Virginia Water Authority have caused these Second Amended and Restated Articles of Incorporation to be executed in their respective names, and their respective seals have been affixed hereto and attested by the respective secretaries and/or clerks of each.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE TO SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE WESTERN VIRGINIA WATER AUTHORITY

WESTERN VIRGINIA WATER AUTHORITY

By: _____
Shirley B. Holland, Chair

Attest: _____(SEAL)
Gayle Shrewsbury, Secretary

CITY OF ROANOKE, VIRGINIA

By: _____
David A. Bowers, Mayor

Attest: _____(SEAL)
Stephanie M. Moon Reynolds,
City Clerk

ROANOKE COUNTY, VIRGINIA

By: _____
P. Jason Peters,
Chairman, Board of Supervisors

Attest: _____(SEAL)
Deborah C. Jacks,
Deputy Clerk to the Board

FRANKLIN COUNTY, VIRGINIA

By: _____
Cline Brubaker,
Chairman, Board of Supervisors

Attest: _____(SEAL)
Sharon K. Tudor, Clerk to the Board

BOTETOURT COUNTY, VIRGINIA

By:

_____
Dr. Donald M. Scothorn
Chairman, Board of Supervisors

Attest: _____(SEAL)
Clerk to the Board

[End of Form of Articles]

7. The Board of Supervisors further authorizes the Chairman and/or the County Administrator to take any action and execute any documents, including the Application for Joinder, necessary to accomplish the matters set forth in this resolution and to cause the Second Amended and Restated Articles of Incorporation of the Western Virginia Water Authority to become effective so that Botetourt County, Virginia, becomes a member of the Authority.

8. This resolution shall take effect immediately upon its adoption.

ATTEST _____
Sharon K. Tudor, MMC, Clerk to the Board

Public Hearing was opened.
****
No one spoke for or against Botetourt County to join the Western Virginia Water Authority to join.

Public Hearing was closed.
****
(RESOLUTION #15-05-2015)
BE IT THEREFORE RESOLVED, by the Board of Supervisors to approve the aforementioned resolution as submitted authorizing Botetourt County, Virginia to join the Western Virginia Water Authority, after duly advertised and held public hearing.

MOTION BY: Charles Wagner
SECONDED BY: Ronnie Thompson
VOTING ON THE MOTION WAS AS FOLLOWS:
AYES: Mitchell, Thompson, Wagner, Reynolds, Camicia, Thompson & Brubaker
****
CLOSED MEETING
(RESOLUTION #16-05-2015)
BE IT THEREFORE RESOLVED, by the Board of Supervisors to into a closed meeting in accordance with 2.2-3711, a-1, Personnel, a-3, Acquisition of Land, a-7, Consult with Legal Counsel, of the Code of Virginia, as amended.

MOTION BY: Charles Wagner
SECONDED BY: Ronnie Thompson
VOTING ON THE MOTION WAS AS FOLLOWS:
AYES: Mitchell, Thompson, Wagner, Reynolds, Camicia, Thompson & Brubaker
****

MOTION: Charles Wagner **RESOLUTION: #17-05-2015**
SECOND: Leland Mitchell MEETING DATE MAY 19, 2015

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, Wagner, Reynolds Camicia, Thompson & Brubaker
NAYS: NONE

ABSENT DURING VOTE: NONE
ABSENT DURING MEETING: NONE
****

Recess for Dinner.
****

Chairman Brubaker recessed the meeting for the previously advertise public hearings as follows:

In accordance to Section 33.2-331 of the Code of Virginia, Franklin County Board of Supervisors and the Virginia Department of Transportation have jointly formulated a budget for the expenditure of improvement funds for the next fiscal year as well as to update the current Six-Year Secondary Roads Improvement Program based on projected allocation of funding.

In accordance with this section of the Code of Virginia, the Franklin County Board of Supervisors has established a time of ***6:00 P.M., on Tuesday, May 19, 2015,*** in the Board of Supervisors Meeting Room in the Franklin County Government Center, 1255 Franklin Street, Suite 104, Rocky Mount, Virginia to allow for public comment. A copy of the proposed Six-Year Plan and priority listing for the upcoming fiscal year is available for review in (1) the Office of Finance at 1255 Franklin Street, Suite 111, Rocky Mount, Virginia, and at (2) www.franklincountyva.gov, under "In the Spotlight."
The Secondary Six Year Plan is updated annually based on funds allocated by the Commonwealth Transportation Board to counties for the purpose of performing construction work on the secondary roadway system. Allocations are based on state revenue projections provided by the Department of Taxation.

The State of Virginia requires the Board of Supervisors to review and adopt by resolution the Secondary Six Year Plan (SSYP) annually.

On March 17 2015, VDOT staff presented to the Board of Supervisors the allocations based on updated revenue projections, which shows a little increase in allocations. The total change in allocation from the FY 2016 thru FY 2020 final allocations presented in calendar year 2014 to the current update is a positive $34,465. The draft plan reflects no additional projects nor were any projects removed from the plan. Also, discussed was the Rural Addition funding of $75,499. The Board of Supervisors voted to allow VDOT staff to transfer the $75,499 from the Rural Addition fund to an existing road project already on the current plan.

As discussed above, the draft plan adds no additional projects nor were any projects removed from the plan. The one notable change for FY 2016-2021 is the transfer of $75,499 from the Rural Addition fund to the route 865, Timberline Road, Rural Rustic project. This transfer removed all remaining funds from the Rural Addition cost center.

Transfers of unexpended funds from completed projects on route 748, Ferrum School Road, and route 719, Fawndale Road to route 929, Briar Mountain Road, allowed the draft plan to reflect fully funding route 929 in FY 2017. The previous plan adopted in May 2014 reflected fully funding route 929 in FY 2018.

Although a project is fully funded construction may not commence in the same year until 100% funding is available. Preliminary engineering activities must be completed prior to the start of construction activities.

The funding for the Countywide Cost Centers on page four of the plan is consistent with previous years. Please disregard the estimated cost, advertisement date, previous funding and additional funding required data for all three of the Countywide Cost Centers. The VDOT project management system requires that VDOT staff enter this data for all projects; however, this information presents an inaccurate picture for these line items.

RECOMMENDATION:
Staff respectfully requests that the Board of Supervisors to adopt by resolution the FY2016-2021 Secondary Six Year Plan (SSYP). VDOT staff presented the plan as follows:

Secondary System
Franklin County
Construction Program
Estimated Allocations

Fund	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	Total
CTB Formula - Unpaved State	$83,672	$102,146	$116,761	$125,838	$120,940	$0	$549,357
Secondary Unpaved Roads	$0	$0	$0	$0	$0	$0	$0
TeleFee	$159,249	$159,249	$159,249	$159,249	$159,249	$159,249	$955,494
Residue Parcels	$0	$0	$0	$0	$0	$0	$0
STP Converted from IM	$0	$0	$0	$0	$0	$0	$0
Federal STP - Bond Match	$0	$0	$0	$0	$0	$0	$0
Formula STP	$0	$0	$0	$0	$0	$0	$0
MG Formula	$0	$0	$0	$0	$0	$0	$0
BR Formula	$0	$0	$0	$0	$0	$0	$0
Other State Match	$0	$0	$0	$0	$0	$0	$0
State Funds	$0	$0	$0	$0	$0	$0	$0
Federal STP	$0	$0	$0	$0	$0	$0	$0
Total	$242,921	$261,395	$276,010	$285,087	$280,189	$159,249	$1,504,851

Board Approval Date:

Residency Administrator Date

County Administrator Date

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

District: Salem
County: Franklin County
Board Approval Date:

2016-17 through 2020-21

Route / PPMS ID / Accomplishment / Type of Funds / Type of Project / Priority #	Road Name / Project # / Description / FROM / TO / Length	Estimated Cost		Previous Funding / SSYP Funding / Other Funding / Total	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS 2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	Balance to complete	Traffic Count / Scope of Work / FHWA # / Comments
Rt.0718	COLONIAL TURNPKE	PE	$950,000										601
55471	0718033334	RW	$117,314	$1,624,142		$0	$0	$0	$0	$0	$0		Bridge Replacement w/o Added Capacity
RAAP CONTRACT	RTE. 718 OVER PIGG RIVER (STR. 07926) - BRIDGE REPLACEMENT	CON	$4,164,241	$365,956		$0	$0	$0	$0	$0	$0		14011
BR/STP,STP	APPROACHES & BRIDGE OVER PIGG RIVER	Total	$5,231,555	$1,990,098	$3,241,457	$0	$0	$0	$0	$0	$0	$3,241,457	State funds - AC for future federal conversion. Revised schedule required.
MIN PLAN,FED-AID,SECONDARY			11/10/2020										
0001.00	0.4												
Rt.0616	Scruggs Road	PE	$223,890										8800
93277	0616033727	RW	$170,219	$711,240		$0	$0	$0	$0	$0	$0		Reconstruction w/ Added Capacity
RAAP CONTRACT	Rte 616 - Const. Rt Turn Lane on Rte 616 @ INT. w/ RTE. 122	CON	$384,774	$67,626		$0	$0	$0	$0	$0	$0		24003
STP	Intersection with Route 122	Total	$778,883	$778,866	$17	$0	$0	$0	$0	$0	$0	$17	
Minimum Plan	0.066 miles south of intersection with Route 122		9/12/2017										
0002.00	0.1												
Rt.0839	Greenhouse Road	PE	$100,142										
98432	0839033742	RW	$0	$438,100		$0	$0	$0	$0	$0	$0		Resurfacing
SAAP CONTRACT	RTE 839 -SURFACE TREAT NON-HARDSURFACED ROAD (RESURFACING)	CON	$328,100	$0		$0	$0	$0	$0	$0	$0		16005
S	Intersection of Rte 671	Total	$428,242	$438,100	($9,858)	$0	$0	$0	$0	$0	$0	($9,858)	
No Plan	0.312 Miles North of Rte 671		5/28/2013										
0003.00	0.3												
Rt.0744	Webster Corner Road	PE	$60,796										
98459	0744033744	RW	$0	$434,877		$0	$0	$0	$0	$0	$0		Resurfacing
STATE FORCES/HIRED EQUIPMENT	RTE 744 - RURAL RUSTIC, SURF TRT NON-HARDSURF RD (RESURF)	CON	$374,081	$0		$0	$0	$0	$0	$0	$0		16005
S	Intersection of RTE 643	Total	$434,877	$434,877	$0	$0	$0	$0	$0	$0	$0	$0	
No Plan	0.7 Mi N of Rte 643		10/23/2014										
0004.00	0.7												
Rt.0748	Ferrum School Road	PE	$8,575										
98460	0748033745	RW	$0	$186,870		$0	$0	$0	$0	$0	$0		Resurfacing
SAAP CONTRACT	Rural Rustic - Grade drain & surface treat	CON	$233,344	$55,049		$0	$0	$0	$0	$0	$0		16005
S	Intersection Route 40	Total	$241,919	$241,919	$0	$0	$0	$0	$0	$0	$0	$0	
No Plan	0.63 mile S Route 40		1/28/2014										
0005.00	0.6												

District: Salem
County: Franklin County
Board Approval Date:

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

2016-17 through 2020-21

Route / PPMS ID / Accomplishment / Type of Funds / Type of Project / Priority #	Road Name / Project # / Description / FROM / TO / Length	Estimated Cost		Previous Funding / SSYP Funding / Other Funding / Total	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS 2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	Balance to complete	Traffic Count / Scope of Work / FHWA # / Comments
Rt.0936	GREENHOUSE RD	PE	$70,000										286
106191	0936033785	RW	$30,000	$517,928		$151,016	$0	$0	$0	$0	$0		Reconstruction w/o Added Capacity
SAAP CONTRACT	RTE 936 GREENHOUSE ROAD - RURAL RUSTIC	CON	$572,413	$3,469		$0	$0	$0	$0	$0	$0		16004
		Total	$672,413	$521,397	$151,016	$151,016	$0	$0	$0	$0	$0	$0	
No Plan	0.178 MI N RTE. 839												
0006.00	END STATE MAINTENANCE		7/31/2017										
	0.6												
Rt.0929	BRIAR MOUNTAIN RD	PE	$25,000										282
106745	0929033786	RW	$20,000	$88,272		$51,905	$218,823	$0	$0	$0	$0		Resurfacing
STATE FORCES/HIRED EQUIPMENT	RTE 929 BRIAR MOUNTAIN RD - RURAL RUSTIC	CON	$314,000	$0		$0	$0	$0	$0	$0	$0		16005
		Total	$359,000	$88,272	$270,728	$51,905	$218,823	$0	$0	$0	$0	$0	
	END STATE MAINTENANCE												
No Plan	0.63 MI E END STATE MAINTENANCE		7/1/2019										
0007.00	0.6												
Rt.0981	EDWARDS ROAD	PE	$25,000										229
106749	0981033787	RW	$15,000	$0		$0	$2,572	$233,510	$16,918	$0	$0		Resurfacing
STATE FORCES/HIRED EQUIPMENT	RTE 981 EDWARDS RD - RURAL RUSTIC	CON	$213,000	$0		$0	$0	$0	$0	$0	$0		16005
		Total	$253,000	$0	$253,000	$0	$2,572	$233,510	$16,918	$0	$0	$0	
	END STATE MAINTENANCE												
No Plan	RTE. 660 MORGANS FORK RD		6/30/2020										
0008.00	0.6												
Rt.0691	BONBROOK RD	PE	$25,000										200
106753	0691033788	RW	$15,000	$0		$0	$0	$0	$225,669	$96,331	$0		Resurfacing
STATE FORCES/HIRED EQUIPMENT	RTE 691 BONBBROOK RD RURAL RUSTIC	CON	$282,000	$0		$0	$0	$0	$0	$0	$0		16005
		Total	$322,000	$0	$322,000	$0	$0	$0	$225,669	$96,331	$0	$0	
	.9 MI E OF BONBROOK MILL RD												
No Plan	RTE 687 ALEAN RD		12/1/2021										
0009.00	0.6												
Rt.0719	FAWNDALE RD	PE	$10,000										58
105188	0719033789	RW	$0	$120,325		$0	$0	$0	$0	$0	$0		Resurfacing
SAAP CONTRACT	RTE 719 FAWNDALE RD RURAL RUSTIC	CON	$185,178	$74,853		$0	$0	$0	$0	$0	$0		16005
S		Total	$195,178	$195,178	$0	$0	$0	$0	$0	$0	$0	$0	
No Plan	0.02 MI E OF RTE 609												
0010.00	0.47 MI E RTE 609		1/28/2014										
	0.5												

District: Salem
County: Franklin County
Board Approval Date:

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

2016-17 through 2020-21

Route / PPMS ID / Accomplishment / Type of Funds / Type of Project / Priority #	Road Name / Project # / Description / FROM / TO / Length	Estimated Cost		Previous Funding / SSYP Funding / Other Funding / Total	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS 2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	Balance to complete	Traffic Count / Scope of Work / FHWA # / Comments
Rt.0683	OLD BROOK RD	PE	$5,000										69
105189	0683033790	RW	$5,000	$42,000		$0	$0	$0	$0	$0	$0		Resurfacing
STATE FORCES/HIRED EQUIPMENT	RTE 683 OLD BROOK RD RURAL RUSTIC	CON	$32,000	$0		$0	$0	$0	$0	$0	$0		16005
		Total	$42,000	$42,000	$0	$0	$0	$0	$0	$0	$0	$0	
S	RTE 634 HARMONY SCHOOL RD												
No Plan	DEAD END		9/24/2014										
0011.00	0.1												
Rt.0865	TIMBERLINE RD	PE	$125,000										67
106190	0865033791	RW	$30,000	$77,906		$0	$0	$0	$0	$141,358	$116,749		Resurfacing
SAAP CONTRACT	RTE 865 (TIMBERLINE RD) - RURAL RUSTIC	CON	$750,000	$0		$0	$0	$0	$0	$0	$0		16005
		Total	$905,000	$77,906	$827,094	$0	$0	$0	$0	$141,358	$116,749	$568,987	
No Plan	RTE 778												
0012.00	0.35 MI E OF RTE 781		12/30/2023										
	1.7												
Rt.4007		PE	$0										0
100107	1204007	RW	$0	$436,805		$30,000	$30,000	$30,000	$30,000	$30,000	$30,000		Safety
	COUNTYWIDE TRAFFIC SERVICES	CON	$250,000	$0		$0	$0	$0	$0	$0	$0		16021
S		Total	$250,000	$436,805	($186,805)	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	($366,805)	TRAFFIC SERVICES INCLUDE SECONDARY SPEED ZONES, SPEED STUDIES, OTHER NEW SECONDARY SIGNS
	VARIOUS LOCATIONS IN COUNTY												
9999.99	VARIOUS LOCATIONS IN COUNTY		3/1/2011										
Rt.4005		PE	$0										0
100176	1204005	RW	$0	$42,587		$10,000	$10,000	$10,000	$10,000	$10,000	$10,000		Preliminary Engineering
	COUNTYWIDE ENGINEERING & SURVEY	CON	$250,000	$0		$0	$0	$0	$0	$0	$0		16015
S		Total	$250,000	$42,587	$207,413	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$147,413	MINOR SURVEY & PRELIMINARY ENGINEERING FOR BUDGET ITEMS AND INCIDENTAL TYPE WORK.
	VARIOUS LOCATIONS IN COUNTY												
9999.99	VARIOUS LOCATIONS IN COUNTY		3/1/2011										
Rt.4008		PE	$0										0
100343	1204008	RW	$0	$25,000		$0	$0	$2,500	$2,500	$2,500	$2,500		Right of Way
	COUNTYWIDE RIGHT OF WAY ENGR.	CON	$0	$0		$0	$0	$0	$0	$0	$0		16016
S		Total	$0	$25,000	($25,000)	$0	$0	$2,500	$2,500	$2,500	$2,500	($35,000)	USE WHEN IMPRACTICAL TO OPEN A PROJECT: ATTORNEY FEES and ACQUISITION COST.
	VARIOUS LOCATIONS IN COUNTY												
9999.99	VARIOUS LOCATIONS IN COUNTY		1/30/2011										

SSYP ALLOCATION COMPARISON
FY 2015-2020 PLAN -VS- FY 2016-2021 PLAN

FY 15 - 20						
CODE	FUND	FY16	FY17	FY18	FY19	FY20
3001500	CTB Formula - Unpaved	$ 70,886	$ 115,432	$ 116,761	$ 125,838	$ 120,940
6030606	TeleFee	$ 152,256	$ 152,256	$ 152,256	$ 152,256	$ 152,256

FY 16 - 21							
CODE	FUND	FY16	FY17	FY18	FY19	FY20	FY21
3001500	CTB Formula - Unpaved	$ 83,672	$ 102,146	$ 116,761	$ 125,838	$ 120,940	$ -
6030606	TeleFee	$ 159,249	$ 159,249	$ 159,249	$ 159,249	$ 159,249	$ 159,249

DIFFERENCE							
CODE	FUND	FY16	FY17	FY18	FY19	FY20	FY21
3001500	CTB Formula - Unpaved	$ 12,786	$ (13,286)	$ -	$ -	$ -	$ -
6030606	TeleFee	$ 6,993	$ 6,993	$ 6,993	$ 6,993	$ 6,993	$ 159,249

TOTAL CHANGE FY 16 - FY 20		
3001500	CTB Formula - Unpaved	$ (500)
6030606	TeleFee	$ 34,965
		$ 34,465

NOTE- FY 15 Funding information removed - No FY 21 funding in FY15 - FY 20 Allocations.

Public Hearing was opened.

No one spoke for or against the proposed public hearing.

Public Hearing was closed.

(RESOLUTION #18-05-2015)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to adopt the advertised VDOT Six-Year Secondary Roads Improvement Plan, as advertised and presented.

MOTION BY: Bob Camicia
SECONDED BY: Bobby Thompson
VOTING ON THE MOTION WAS AS FOLLOWS:
AYES: Mitchell, Thompson, Wagner, Reynolds, Camicia, Thompson & Brubaker

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PUBLIC NOTICE

PROPOSED LEASE OF BUILDING

NOTICE IS HEREBY GIVEN pursuant to the requirements of Section 15.2-1800 of the Code of Virginia that the Franklin County Board of Supervisors will hold a public hearing to consider a proposal for leasing that real property owned by Franklin County being the former Stanley Jewelry Building located at 285 South Main Street and containing approximately 900 square feet. The proposed use is for a cafe and deli.

Said public hearing will be held at approximately **6:00 P.M., Tuesday, May 19, 2015**, in Franklin County Government Center, 1255 Franklin Street, Suite 104, Rocky Mount, Virginia.

Public Hearing was opened.

No one spoke for or against the proposed building lease.

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Public Hearing was closed.

(RESOLUTION #19-05-2015)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to approve the aforementioned lease of the 285 South Main Street Property (900 sq. ft.) for the use of a café and deli to The Daily Grind with rent to be set at $357.00/month with from June 1, 2015 and end at midnight on May 31, 2016 and shall automatically renew for an additional twelve month term with rental adjustments as hereinafter set out.

MOTION BY: Charles Wagner

SECONDED BY: Leland Mitchell
VOTING ON THE MOTION WAS AS FOLLOWS:
AYES: Mitchell, Thompson, Wagner, Reynolds, Camicia, Thompson & Brubaker
****

COUNTY OF FRANKLIN, VIRGINIA
ANNOUNCEMENT OF PUBLIC HEARING
TO CONSIDER LEASE OF COUNTY PROPERTY

In accordance with the provisions of Section 15.2-1800 of the Code of Virginia, as amended, notice is hereby given to all interested parties that the Board of Supervisors of the County of Franklin, Virginia will conduct a public hearing on a proposed lease of a portion of property located at 295 Technology Drive, Rocky Mount, Virginia, with said property identified as a portion of Franklin County Tax Map #204-129.5; and the leased part of this building shall be that portion of the building currently used (current refers to April 25, 2013) for the pre-school area. This lease includes the main pre-school area, pre-school restrooms, and the outside playground area that is inaccessible to others (without the pass through of citizens) and the office submitted to the pre-school area with the viewing window. In addition, the lease also encompasses and includes joint use of the kitchen area Monday through Friday inclusive, the hallway, storage area between the kitchen and the pre-school area, and Monday through Friday, inclusive, use of one-half of the gymnasium (being 2,976 square feet) as a recreation area and outlet for the pre-school students and no other use of the gymnasium by any other group is included in this lease. Said lease shall be for use by the Franklin County YMCA Pre-School.

The YMCA wishes to continue leasing all of **"Building 1**" which is the main YMCA building located on Tax Map 204.129.6. Additionally, the YMCA wishes to lease a portion of "**Building 2**" located on Tax Map 204.129.5 for purposes of a Day Care.

Public Hearing was opened.

No one spoke for or against the proposed building lease of County Property.

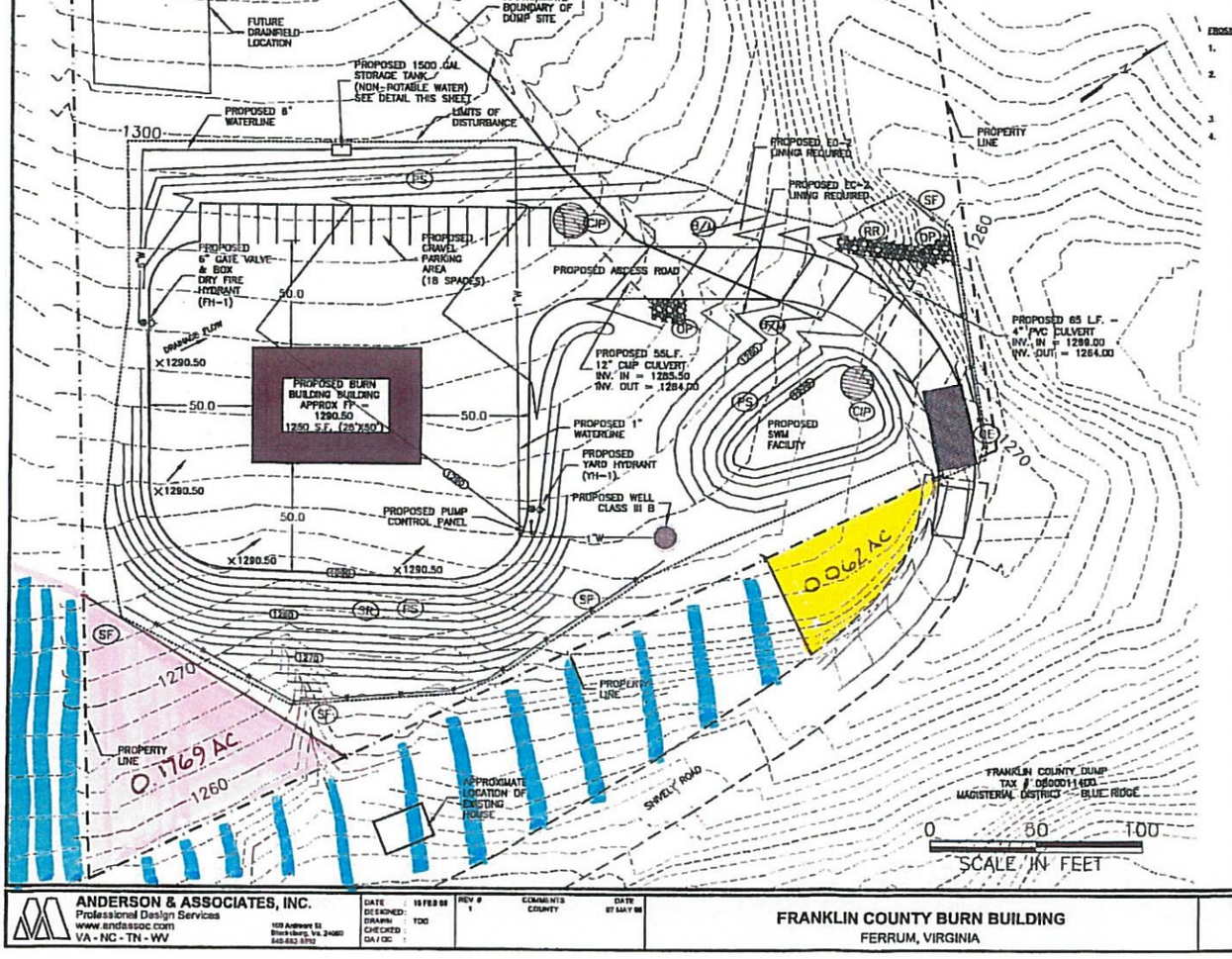
Public Hearing was closed.
(RESOLUTION #20-05-2015)
BE IT THEREFORE RESOLVED, by the Board of Supervisors to approve both leases for the YMCA to continue leasing all of **"Building 1**" which is the main YMCA building located on Tax Map 204.129.6 AND BE IT FURTHER RESOLVED, to include a portion of "**Building 2**" located on Tax Map 204.129.5 for purposes of a Day Care.
MOTION BY: Bob Camicia
SECONDED BY: Ronnie Thompson
VOTING ON THE MOTION WAS AS FOLLOWS:
AYES: Mitchell, Thompson, Wagner, Reynolds, Camicia, Thompson & Brubaker
****

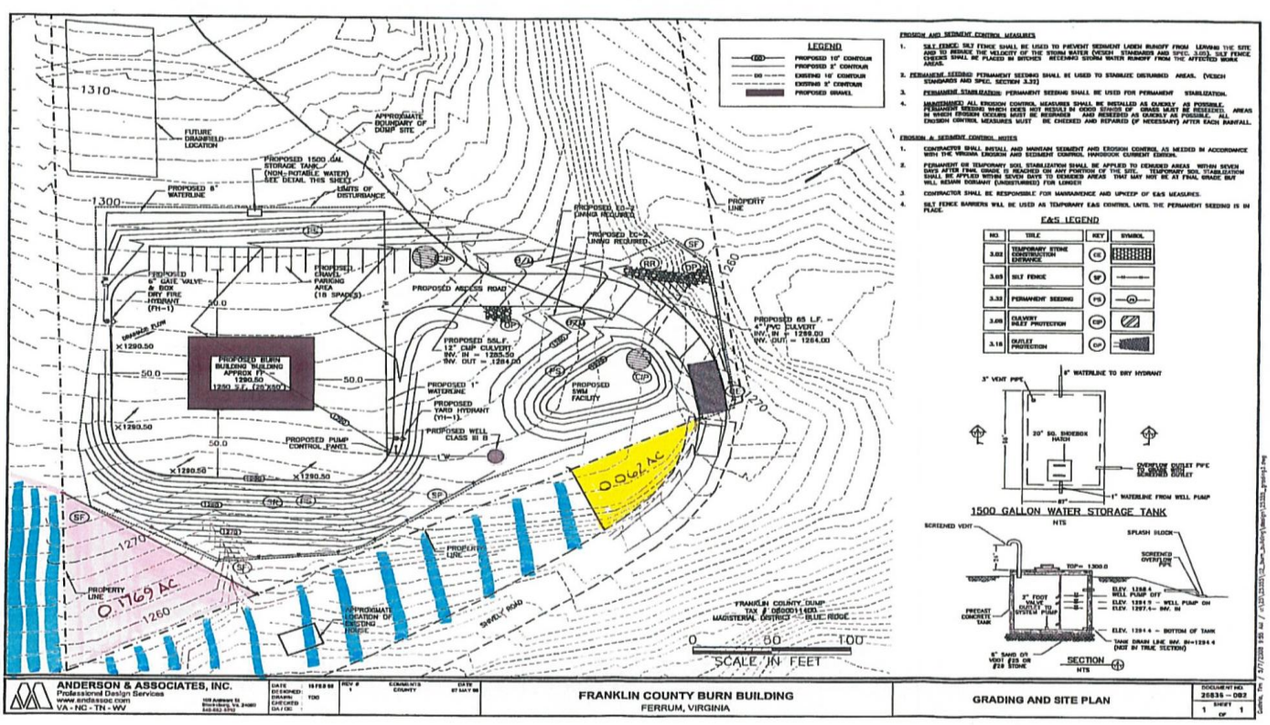
COUNTY OF FRANKLIN, VIRGINIA
ANNOUNCEMENT OF PUBLIC HEARING
TO CONSIDER EXCHANGE OF COUNTY PROPERTY

In accordance with the provisions of Section 15.2-1800 of the Code of Virginia, as amended, notice is hereby given to all interested parties that the Board of Supervisors of the County of Franklin, Virginia will conduct a public hearing on a portion of County owned property (0.1769 acres), identified as Franklin County Tax Map #0800011400; Blue Ridge District, located at 195 Shively Road, Ferrum, Virginia; for the exchange of property identified as a portion of property (0.062 acres) located at 95 Shively Road, Ferrum, Virginia, known as Darryl L. Shively and Lisa H. Shively, owners; with said property identified as Franklin County Tax Map #0800011201, Blue Ridge District.

Planning Staff and the Franklin County Housing Board has been working on a septic system issue at the Shively home for several years. The Shively's have a failed septic system. The Franklin County Housing Board hired Big Lick Soils, Inc. to locate an area for new drainfields and supply the Housing Board with an AOSE/PE Report for a construction permit for a new septic system. Also, the Housing Board paid for a survey and deed of exchange for land between the Shively's and Davis'. This exchange of land is where the new proposed septic system will be constructed.

Total Action for Progress (TAP) is the agency who administrators the Indoor Plumbing Grant Program for Franklin County and 12 other counties. The Shively's have signed a contract with





RECOMMENDATION:

Staff respectfully requests that the Board of Supervisors to approve the exchange of land between the County and the Shively's.

Public Hearing was opened.

No one spoke for or against the proposed property exchange.

Public Hearing was closed.

Bobby Thompson, Blue Ridge District, stated Daryl and Lisa have served the community for many years. Mr. Thompson commended Lisa Cooper, Senior Planner for all of the work she has completed on this project.

(RESOLUTION #21-05-2015)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to approve the exchange of land between the County and the Shively's property, as advertised.

MOTION BY: Bobby Thompson
SECONDED BY: Ronnie Thompson
VOTING ON THE MOTION WAS AS FOLLOWS:
AYES: Mitchell, Thompson, Wagner, Reynolds, Camicia, Thompson & Brubaker

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Chairman Brubaker recessed the meeting until Thursday, May 21, 2015 @.5:30 P.M.

_____	_____
CLINE BRUBAKER	SHARON K. TUDOR, MMC
CHAIRMAN	COUNTY CLERK