

THE FRANKLIN COUNTY BOARD OF SUPERVISORS HELD THEIR REGULAR MONTHLY MEETING ON TUESDAY, JUNE 16, 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: Charles Wagner, Vice-Chairman
Bob Camicia
Ronnie Thompson
C. B. Reynolds
Bobby Thompson
Leland Mitchell

ABSENT: Cline Brubaker, Chairman

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

Charles Wagner, Vice- Chairman, called the meeting to order.

Invocation was given by Supervisor Bobby Thompson.

Pledge of Allegiance was led by Supervisor Ronnie Thompson

PUBLIC COMMENT:

❖ Philip Smith - State. Code Section 58.1-3506/Other Classification of Tangible Personal Property for Taxation shared with the Board the following documents for their review and consideration:

**Request for Special Classification of Vehicle
of Virginia Defense Force (VDF) Member**

To the Commissioner of the Revenue of the County City/Town of FRANKLIN

Pursuant to the Code of Virginia § 58.1-3506.A.44, I request that

PHILIP R. SMITH, LTC, VDFID #0800641 an active uniformed member of the
(Name/Rank/VDF #)

VDF (not in the reserves) be granted a special classification for the vehicle registered in your jurisdiction at

930 OLD CARRIAGE RD, GLADE HILL, VA 24092
(Address)

which this member regularly uses in his/her official duties:

1999, HONDA, CR-V
(Year/Make/Model)

JHLRD1742XC052901
(VIN)

for the tax year 2015.

Thank you in advance for your consideration.


BG Timothy P. Williams
Adjutant General

----- Forwarded message -----

From: "Reynolds, C.B." <CB.Reynolds@franklincountyva.gov>
Date: May 19, 2015 9:05 AM
Subject: RE: Request for Special Classification of Vehicle
To: "P Smith" <philip.smith.vdf@gmail.com>
Cc:

I WOULD SUGGEST THAT YOU CALL AND GET ON THE AGENDA FOR THE JUNE MEETING OF THE BOARD TO SPEAK TO THIS ISSUE.

I HAVE DISCUSSED YOUR CONCERNS TO THE BOARD

HOPE TO SEE YOU ON THE JUNE AGENDA

C.B.

From: P Smith [philip.smith.vdf@gmail.com]
Sent: Thursday, May 14, 2015 3:09 PM
To: Reynolds, C.B.
Subject: Fwd: Request for Special Classification of Vehicle

Mr. Reynolds,

I have not heard back from you on the matter below. Please advise what I need to do to have this considered by the Board of Supervisors.

Thankyou,

V/r

Philip R. Smith
LTC(VA) LN VDF
Commander
4th Regiment
Virginia Defense Force
E-mail: philip.smith.vdf@gmail.com<<mailto:philip.smith.vdf@gmail.com>>
Cell: [540-352-0441](tel:540-352-0441)
<http://www.vdf.virginia.gov/>

On Wed, Feb 11, 2015 at 6:05 AM, P Smith

<philip.smith.vdf@gmail.com<mailto:philip.smith.vdf@gmail.com>> wrote:

Mr. Reynolds,

Pursuant to the Code of Virginia § 58.1-3506.A.44, and per the direction of the Franklin County Commissioner of the Revenue, Mrs. Margaret Torrence (see her email below) attached is a request for personal property tax classification of the vehicle I use in the fulfillment of my official duties in service to the Commonwealth of Virginia in the Virginia Defense Force. The Virginia Defense Force is part of the Virginia Department of Military Affairs (Virginia National Guard, Virginia Air National Guard and Virginia Defense Force) and serves alongside our Virginia National Guard counterparts during times of disaster to restore and protect the lives and property of the citizens of the Commonwealth. We train on a monthly basis to maintain our skills and training and use much of our personal property (such as our vehicles) in service to the Commonwealth.

The code creates a separate personal property tax classification for a motor vehicle owned or leased by a uniformed member of the Virginia Defense Force and used by the uniformed member of the Virginia Defense Force to respond to their official duties. Any locality is authorized to set a personal property tax rate for such motor vehicles less than the rate applicable to the general class of tangible personal property.

I am requesting your consideration in approving the attached application, signed by the Adjutant General of Virginia, for an exemption from personal property tax on the vehicle that I primarily use for drills. I appreciate your consideration of this request. Please feel free to contact me at [540-352-0441](tel:540-352-0441)<tel:[540-352-0441](tel:540-352-0441)> if you have any questions.

V/r

Philip R. Smith

LTC LN VDF

Commander

4th Regiment

Virginia Defense Force

E-mail: philip.smith.vdf@gmail.com<mailto:philip.smith.vdf@gmail.com>

Cell: [540-352-0441](tel:540-352-0441)<tel:[540-352-0441](tel:540-352-0441)>

<http://www.vdf.virginia.gov/>

----- Forwarded message -----

From: Torrence, Margaret

<Margaret.Torrence@franklincountyva.gov<mailto:Margaret.Torrence@franklincountyva.gov>>

Date: Mon, Feb 9, 2015 at 3:26 PM

Subject: RE: Request for Special Classification of Vehicle

To: P Smith <philip.smith.vdf@gmail.com<mailto:philip.smith.vdf@gmail.com>>

Mr. Smith,

Thank you for your inquiry into different tax rates as it pertains to your situation. I researched the code of Virginia and the Commissioner is not authorized to set a tax rate for any class of property. To have the tax rate lowered/changed for this class of property, the Board of Supervisors would have to make that decision. You should contact your Board of Supervisor member and share your concerns with him. The supervisor for the Union Hall district is Mr. C.B. Reynolds.

If I can assist you with additional information, please contact me at your convenience.

Sincerely,

Margaret Torrence

Margaret S. Torrence, MCR

Commissioner of the Revenue

1255 Franklin Street Suite 102

Rocky Mount, VA 24151

Office [540-483-3083](tel:540-483-3083)<tel:[540-483-3083](tel:540-483-3083)>

Fax [540-483-3089](tel:540-483-3089)<tel:[540-483-3089](tel:540-483-3089)>

[<cid:image001.jpg@01CD9D8B.5F0265A0>]

From: P Smith [mailto:philip.smith.vdf@gmail.com<mailto:philip.smith.vdf@gmail.com>]

Sent: Sunday, January 25, 2015 8:05 PM

To: Torrence, Margaret

Subject: Request for Special Classification of Vehicle

Mrs. Torrence,

Pursuant to the Code of Virginia § 58.1-3506.A.44, attached is a request for personal property tax classification of the vehicle I use in the fulfillment of my official duties in service to the Commonwealth of Virginia in the Virginia Defense Force.

The code creates a separate personal property tax classification for a motor vehicle owned or leased by a uniformed member of the Virginia Defense Force and used by the uniformed member of the Virginia Defense Force to respond to their official duties. Any locality is authorized to set a personal property tax rate for such motor vehicles less than the rate applicable to the general class of tangible personal property.

I am requesting your consideration in approving the attached application for an exemption from personal property tax on the vehicle that I primarily use for drills. Please feel free to contact me at [540-352-0441](tel:540-352-0441)<tel:[540-352-0441](tel:540-352-0441)> if you have any questions.

Thank you,

V/r

Philip R. Smith

LTC LN VDF

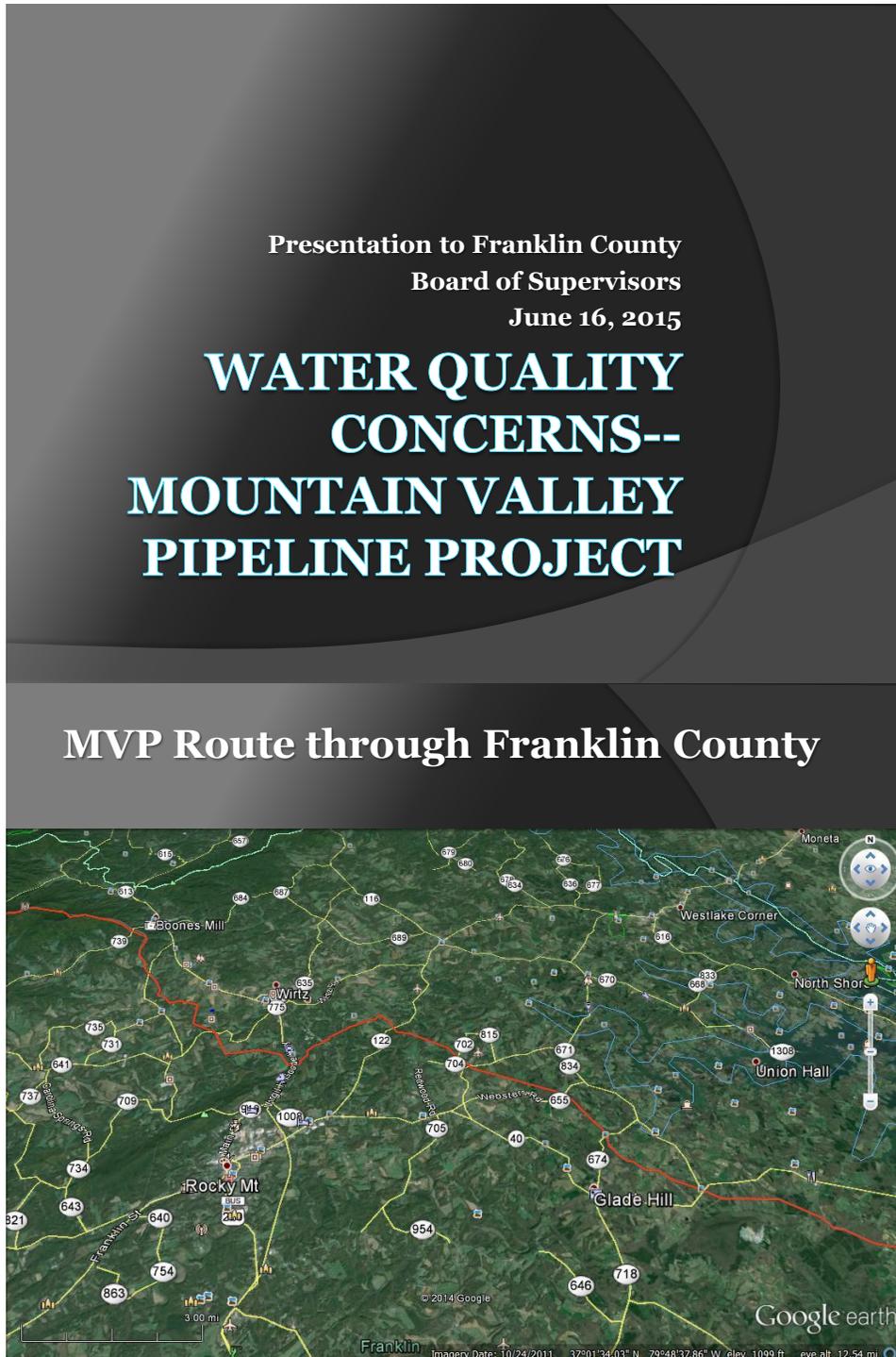
§ 58.1-3506. Other classifications of tangible personal property for taxation.

44. Motor vehicles (i) owned by persons who serve as uniformed members of the Virginia Defense Force pursuant to Article 4.2 (§ [44-54.4](#) et seq.) of Chapter 1 of Title 44 or (ii) leased by persons who serve as uniformed members of the Virginia Defense Force pursuant to Article 4.2 (§ [44-54.4](#) et seq.) of Chapter 1 of Title 44 if the person is obligated by the terms of the lease to pay tangible personal property tax on the motor vehicle. One motor vehicle that is regularly used by a uniformed member of the Virginia Defense Force to respond to his official duties may be specially classified under this section. In order to qualify for such classification, any person who applies for such classification shall identify the vehicle for which the classification is sought and shall furnish to the commissioner of the revenue or other assessing officer a certification from the Adjutant General of the Department of Military Affairs under § [44-11](#). That certification shall state that (a) the applicant is a uniformed member of the Virginia Defense Force who regularly uses a motor vehicle to respond to his official duties, and (b) the vehicle for which the classification is sought is the vehicle that is regularly used for that purpose. The certification shall be submitted by January 31 of each year to the commissioner of the revenue or other assessing officer; however, the commissioner of revenue or other assessing officer shall be authorized, in his discretion, and for good cause shown and without fault on the part of the member, to accept a certification after the January 31 deadline.

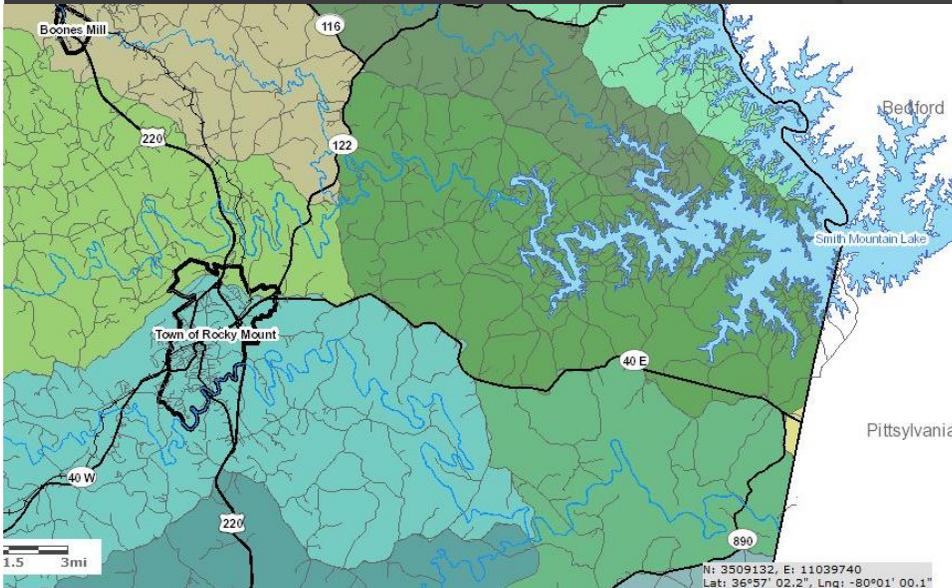
The Board requested for staff to look into Mr. Smith's request and provide additional information as to how other localities maybe addressing this matter.

PRESERVE FRANKLIN/MOUNTAIN VALLEY PIPELINE

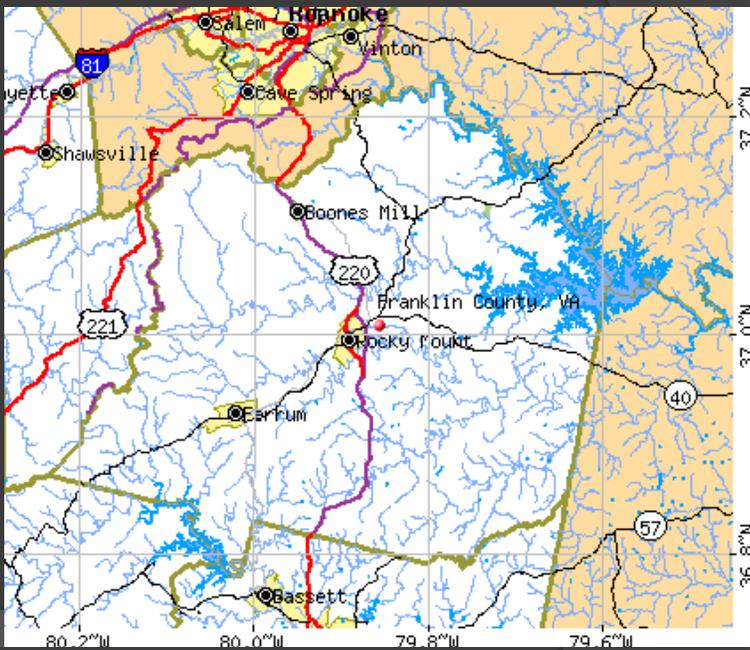
Mr. Dave Werner, Preserve Franklin, shared with the Board the following PowerPoint Presentation for their review and consideration:



Smith Mountain Lake Watershed

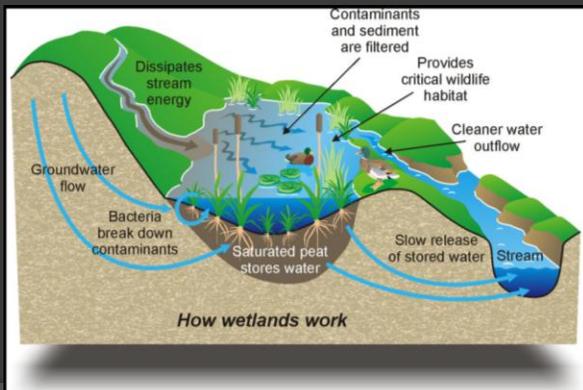


Franklin County has extensive network of waterways



Wetlands and their Benefits

- Purifies water by filtering out contaminants in the water
- Stream bank stabilization from riparian vegetation
- Prevents erosion and sedimentation by slowing down water velocities during flood events.
- Water storage and stream recharge during the dry season.
- Provides habitat for plants, fish, and wildlife.





Mountain Valley Pipeline Project

**Published with
FERC May 2015**

Docket No. PF15-3

Resource Report 2 – Water Use and Quality



Pipeline Impacts

Pipeline Construction



CONCERN: Blasting Could Create Unintended Rock Fracturing

- Could alter surface water flows
- Could divert groundwater from wells.
- Could potentially drain nearby wetlands.
- Mountain Lake is an example of subsurface fractures.



CONCERN: Contaminated Groundwater and Surface Water

- Chemical spills (gas, oil, etc.) from equipment during the pipeline construction process will enter surface and groundwater immediately.
- Chemicals applied to prevent external pipeline corrosion will be immediately available to ground water.
- Potential leaks/explosions will saturate soil and groundwater with toxic chemicals.



CONCERN: French Drain Effect

- Groundwater and surface water will always seek the low spot.
- Excavated trench with piping and backfill will act as a french drain.
- Dewatering of wetlands will change wetland function altogether.

Dewatering the trench (FERC)



Groundwater looking for the low spot.



How is erosion controlled in areas with very steep hills?



Concern: Impact of Contaminated Water on Farmers

- Surface water contamination could have serious health effects on livestock that drink from streams and wetland areas.
- Contaminated groundwater should not be used for irrigating crops due to the toxic substances involved.
- Organic farmers certification could be at risk should surface water, groundwater, or soil become contaminated with inorganic substances.
- Annual spraying of easement to prevent re-vegetation will result in annual application of chemicals into the soil and water supply.



MVP States will use Open-Cut Crossing Method to cross waterbodies

“An open-cut waterbody crossing will be conducted using methods similar to conventional upland open-cut trenching. The open-cut construction method will involve excavation of the pipeline trench across the waterbody, installation of a prefabricated segment of pipeline, and backfilling of the trench with native material. No effort will be made to isolate the stream flow from the construction activities. Depending upon the width of the crossing and the reach of the excavating equipment, excavation, and backfilling of the trench will generally be accomplished using backhoes or other excavation equipment operating from one or both banks of the waterbody. If necessary for reach, the equipment may operate within the waterbody. Equipment in the waterbody will be limited to that needed to complete the crossing. All other construction equipment will cross the waterbody using equipment bridges, unless otherwise allowed by the FERC Procedures for minor waterbody crossings.

Mitigation measures will be implemented to minimize impacts to the aquatic environment during construction as described in the FERC Procedures. Construction activities will be scheduled so that the trench is excavated immediately prior to pipe laying activities. The duration of construction within each waterbody will be limited to 24 hours for minor waterbodies (10 feet wide or less) and 48 hours for intermediate waterbodies (greater than 10 feet wide but less than or equal to 100 feet in width). In accordance with the FERC Procedures, excavated spoil that is stockpiled in the construction right-of-way will be at least 10 feet from the stream bank or in approved additional work areas, and will be surrounded by sediment control devices to prevent sediment from returning to the waterbody. The waterbody banks will be returned to as near to pre-construction conditions as possible within 24 hours of completion of each open-cut crossing.”

Table 2-A-3
Surveyed Waterbodies Crossed by the MVP Project ^{a/}

State/County	Waterbody ID	Waterbody Name	Milepost	Flow type	Crossing Method ^{b/}	FERC Classification	Approximate Crossing Length (feet)	Classification ^{c/, d/}	Fishery Type ^{e/}
Virginia									
Franklin	S-G24	UNT/ Green Creek	238.8	Intermittent	Open cut	Minor	6	No data	No data
Franklin	S-H1	Green Creek	239.1	Perennial	Open cut	Minor	10	No data	Coldwater
Franklin	S-G26	UNT/ Green Creek	239.4	Intermittent	Open cut	Minor	7	No data	No data
Franklin	S-G27	UNT/ Green Creek	239.5	Perennial	Open cut	Minor	7	No data	No data
Franklin	S-D17	UNT/ North Fork Blackwater River	240.6	Intermittent	Open cut	Minor	7	No data	Coldwater
Franklin	S-D17	UNT/ North Fork Blackwater River	240.8	Intermittent	Open cut	Minor	7	No data	Coldwater
Franklin	S-D12	UNT/ North Fork Blackwater River	241.0	Intermittent	Open cut	Minor	6	No data	Coldwater
Franklin	S-D13	UNT/ North Fork Blackwater River	241.0	Intermittent	Open cut	Minor	4	No data	Coldwater
Franklin	S-D13	UNT/ North Fork Blackwater River	241.0	Intermittent	Open cut	Minor	4	No data	Coldwater
Franklin	S-D13	UNT/ North Fork Blackwater River	241.0	Intermittent	Open cut	Minor	4	No data	Coldwater
Franklin	S-D13	UNT/ North Fork Blackwater River	241.0	Intermittent	Open cut	Minor	4	No data	Coldwater
Franklin	S-D12	UNT/ North Fork Blackwater River	241.0	Intermittent	Open cut	Minor	6	No data	Coldwater
Franklin	S-D12	UNT/ North Fork Blackwater River	241.0	Intermittent	Open cut	Minor	6	No data	Coldwater
Franklin	S-D11	UNT/ North Fork Blackwater River	241.1	Perennial	Open cut	Minor	10	No data	Coldwater
Franklin	S-D10	UNT/ North Fork Blackwater River	241.6	Intermittent	Open cut	Minor	8	No data	Coldwater
Franklin	S-D9	UNT/ North Fork Blackwater River	241.6	Intermittent	Open cut	Minor	7	No data	Coldwater
Franklin	S-D8	North Fork Blackwater River	241.6	Perennial	Open cut	Intermediate	18	AL, FC, R, W	Coldwater
Franklin	S-G3	UNT/ North Fork Blackwater River	242.4	Intermittent	Open cut	Minor	8	No data	Coldwater
Franklin	S-B5	UNT/ North Fork Blackwater River	242.5	Perennial	Open cut	Intermediate	20	No data	Coldwater
Franklin	S-B4	UNT/ North Fork Blackwater River	242.6	Intermittent	Open cut	Minor	9	No data	Coldwater
Franklin	S-A25	UNT/Magdoe Creek	248.5	Perennial	Open cut	Minor	6	No data	Coldwater
Franklin	S-A26	UNT/ Teels Creek	249.3	Intermittent	Open cut	Minor	2	No data	No data

Definitions

- UNT = Unnamed Tributary
- a/ Locations of the proposed route where access has been granted and where field survey completed as of April 28, 2015. Table to be updated and finalized with field verified data in Resource Report 2 filed with M/P's application to the FERC.
- b/ Crossing method to be finalized in Resource Report 2 filed with M/P's application to the FERC.
- c/ West Virginia State Water Classifications. (Source: WVDEP)
- A = Public water
- B = Propagation and Maintenance of fish and other aquatic life includes: warm water fishery, trout waters, and wetlands
- C = Water Contact Recreation
- D = Irrigation, Wildlife, Livestock watering
- E = Water transport, Cooling water, Power production, Industrial
- g/ Virginia State Water Classifications. (Source: VDEQ)
- AL = Propagation and Maintenance of fish and other aquatic life
- FC = Production of edible and marketable natural resources including fish and shellfish
- R = Water Contact Recreation, including swimming and boating
- W = Wildlife
- PWS = Public Water Supply
- No data = This stream has not been accessed by the VDEQ and there is no water quality classification.
- e/ Fishery Type. (Source: WVDEP and VDGIF)
- No data: No data was available in source documents.

Table 2-A-3
Surveyed Waterbodies Crossed by the MVP Project ^{a/}

State/County	Waterbody ID	Waterbody Name	Milepost	Flow type	Crossing Method ^{b/}	FERC Classification	Approximate Crossing Length (feet)	Classification ^{c/, d/}	Fishery Type ^{e/}
Virginia									
Franklin	S-A27	UNT/ Teels Creek	249.4	Perennial	Open cut	Minor	7	No data	No data
Franklin	W-A30	UNT/ Teels Creek	249.7	Perennial	Open cut	Intermediate	25	No data	No data
Franklin	S-D33	UNT/ Teels Creek	252.3	Perennial	Open cut	Intermediate	20	AL, FC, R, W	No data
Franklin	S-D21	UNT/ Teels Creek	252.4	Ephemeral	Open cut	Minor	3	AL, FC, R, W	No data
Franklin	S-D22	UNT/ Teels Creek	252.4	Intermittent	Open cut	Minor	8	AL, FC, R, W	No data
Franklin	S-D18	UNT/ Teels Creek	252.6	Ephemeral	Open cut	Minor	3	AL, FC, R, W	No data
Franklin	S-D18	UNT/ Teels Creek	252.6	Ephemeral	Open cut	Minor	2	AL, FC, R, W	No data
Franklin	S-D19	UNT/ Teels Creek	252.6	Ephemeral	Open cut	Minor	3	AL, FC, R, W	No data
Franklin	S-D19	UNT/ Teels Creek	252.6	Ephemeral	Open cut	Minor	3	AL, FC, R, W	No data
Franklin	S-D18	UNT/ Teels Creek	252.6	Ephemeral	Open cut	Minor	2	AL, FC, R, W	No data
Franklin	S-D18	UNT/ Teels Creek	252.6	Ephemeral	Open cut	Minor	2	AL, FC, R, W	No data
Franklin	S-C12	UNT/ Teels Creek	252.8	Perennial	Open cut	Intermediate	35	AL, FC, R, W	No data
Franklin	S-C12	UNT/ Teels Creek	252.8	Perennial	Open cut	Intermediate	35	AL, FC, R, W	No data
Franklin	S-C14	Teels Creek	253.1	Perennial	Open cut	Intermediate	50	AL, FC, R, W	No data
Franklin	S-C13	UNT/ Teels Creek	253.1	Perennial	Open cut	Intermediate	40	AL, FC, R, W	No data
Franklin	S-C16	UNT/ Little Creek	253.4	Perennial	Open cut	Intermediate	15	AL, FC, R, W	No data
Franklin	S-C17	Little Creek	253.7	Perennial	Open cut	Intermediate	50	AL, FC, R, W	No data
Franklin	S-D16	UNT/ Blackwater River	256.0	Intermittent	Open cut	Minor	6	No data	No data
Franklin	S-B14	UNT/ Blackwater River	258.1	Intermittent	Open cut	Minor	3	No data	No data
Franklin	S-B13	UNT/ Blackwater River	258.1	Intermittent	Open cut	Minor	3	No data	No data
Franklin	S-B15	UNT/ Blackwater River	258.1	Intermittent	Open cut	Minor	4	No data	No data
Franklin	S-B16	UNT/ Blackwater River	258.1	Intermittent	Open cut	Minor	1.5	No data	No data
Franklin	S-B13	UNT/ Blackwater River	258.1	Intermittent	Open cut	Minor	3	No data	No data
Franklin	S-B15	UNT/ Blackwater River	258.1	Intermittent	Open cut	Minor	4	No data	No data
Franklin	S-B15	UNT/ Blackwater River	258.1	Intermittent	Open cut	Minor	4	No data	No data
Franklin	S-B16	UNT/ Blackwater River	258.1	Intermittent	Open cut	Minor	4.5	No data	No data
Franklin	S-B17	UNT/ Blackwater River	258.2	Perennial	Open cut	Intermediate	20	No data	No data
Franklin	S-B15	UNT/ Blackwater River	258.2	Intermittent	Open cut	Minor	4	No data	No data
Franklin	S-B15	UNT/ Blackwater River	258.2	Intermittent	Open cut	Minor	4	No data	No data
Franklin	S-B15	UNT/ Blackwater River	258.2	Intermittent	Open cut	Minor	4	No data	No data
Franklin	S-B17	UNT/ Blackwater River	258.2	Perennial	Open cut	Intermediate	20	No data	No data
Franklin	S-B15	UNT/ Blackwater River	258.2	Intermittent	Open cut	Minor	4	No data	No data
Franklin	S-B15	UNT/ Blackwater River	258.2	Intermittent	Open cut	Minor	4	No data	No data
Franklin	S-C8	Blackwater River	258.6	Intermittent	Open cut	Minor	5	AL, FC, R, W, PWS	No data
Franklin	S-C8	Blackwater River	258.6	Intermittent	Open cut	Minor	5	AL, FC, R, W, PWS	No data
Franklin	S-C8	Blackwater River	258.6	Intermittent	Open cut	Minor	5	AL, FC, R, W, PWS	No data
Franklin	S-D10	UNT/Magdoe Creek	268.2	Ephemeral	Open cut	Minor	3	No data	Coldwater
Franklin	S-G23	UNT/ Poplar Camp Creek	265.1	Intermittent	Open cut	Minor	3	AL, FC, R, W, PWS	No data
Franklin	S-G21	UNT/ Poplar Camp Creek	265.1	Intermittent	Open cut	Minor	3	AL, FC, R, W, PWS	No data
Franklin	S-G22	UNT/ Poplar Camp Creek	265.1	Perennial	Open cut	Intermediate	12	AL, FC, R, W, PWS	No data

Table 2-A-3
Surveyed Waterbodies Crossed by the MVP Project ^{a/}

State/County	Waterbody ID	Waterbody Name	Milepost	Flow type	Crossing Method ^{b/}	FERC Classification	Approximate Crossing Length (feet)	Classification ^{c/, d/}	Fishery Type ^{e/}
Virginia									
Franklin	S-G23	UNT/ Poplar Camp Creek	265.1	Intermittent	Open cut	Minor	3	AL, FC, R, W, PWS	No data
Franklin	S-G22	UNT/ Poplar Camp Creek	265.1	Perennial	Open cut	Intermediate	12	AL, FC, R, W, PWS	No data
Franklin	S-G20	Poplar Camp Creek	265.3	Perennial	Open cut	Minor	10	AL, FC, R, W, PWS	No data
Franklin	S-G18	UNT/ Blackwater River	265.9	Intermittent	Open cut	Minor	2	No data	No data
Franklin	S-G17	UNT/ Blackwater River	266.2	Ephemeral	Open cut	Minor	5	No data	No data
Franklin	S-E18	UNT/ Blackwater River	266.6	Perennial	Open cut	Minor	7	No data	No data
Franklin	S-E17	UNT/ Blackwater River	266.9	Perennial	Open cut	Minor	8	No data	No data
Franklin	S-E14	UNT/ Blackwater River	267.4	Perennial	Open cut	Intermediate	12	No data	No data
Franklin	S-H26	UNT/ Jacks Creek	269.7	Ephemeral	Open cut	Minor	7	No data	No data
Franklin	S-H27	UNT/ Jacks Creek	270.1	Ephemeral	Open cut	Minor	10	No data	No data
Franklin	S-H28	UNT/ Jacks Creek	270.1	Ephemeral	Open cut	Minor	6	No data	No data
Franklin	S-H27	UNT/ Jacks Creek	270.1	Ephemeral	Open cut	Minor	6	No data	No data
Franklin	S-H28	UNT/ Jacks Creek	270.1	Ephemeral	Open cut	Minor	6	No data	No data
Franklin	BRAID-1.1-TO-S-H24	Little Jacks Creek	270.8	Perennial	Open cut	Minor	6	No data	No data
Franklin	S-H25	UNT/ Little Jacks Creek	270.8	Perennial	Open cut	Minor	7	No data	No data
Franklin	S-H24	UNT/ Little Jacks Creek	270.8	Perennial	Open cut	Minor	10	No data	No data
Franklin	S-H25	UNT/ Little Jacks Creek	270.8	Perennial	Open cut	Minor	7	No data	No data
Franklin	BRAID-1.1-TO-S-H24	Little Jacks Creek	270.8	Perennial	Open cut	Minor	6	No data	No data
Franklin	S-H25	UNT/ Little Jacks Creek	270.8	Perennial	Open cut	Minor	7	No data	No data
Franklin	S-H24	Little Jacks Creek	270.8	Perennial	Open cut	Minor	10	No data	No data
Franklin	S-H24	Little Jacks Creek	270.9	Perennial	Open cut	Minor	10	No data	No data
Franklin	S-H23	UNT/Turkey Creek	271.1	Ephemeral	Open cut	Minor	3	No data	No data
Franklin	S-A14	UNT/Turkey Creek	271.2	Ephemeral	Open cut	Minor	4	No data	No data
Franklin	S-A13	UNT/Turkey Creek	271.5	Perennial	Open cut	Minor	8	No data	No data
Franklin	S-H21	Turkey Creek	271.5	Perennial	Open cut	Minor	6	No data	No data
Franklin	S-A13	UNT/Turkey Creek	271.5	Perennial	Open cut	Minor	8	No data	No data
Franklin	S-H21	Turkey Creek	271.5	Perennial	Open cut	Minor	6	No data	No data
Franklin	S-A11	UNT/Turkey Creek	271.6	Ephemeral	Open cut	Minor	3	No data	No data
Franklin	S-H17	Dinner Creek	272.0	Intermittent	Open cut	Minor	1.5	No data	No data
Franklin	S-H18	UNT/Dinner Creek	272.0	Ephemeral	Open cut	Minor	2	No data	No data
Franklin	S-A7	UNT/Dinner Creek	272.1	Intermittent	Open cut	Minor	6	No data	No data
Franklin	S-H17	Dinner Creek	272.1	Intermittent	Open cut	Minor	3	No data	No data
Franklin	S-G16	Strawfield Creek	273.2	Perennial	Open cut	Intermediate	30	No data	No data
Franklin	S-G15	UNT/Parrot Branch	273.5	Intermittent	Open cut	Minor	9	No data	No data
Franklin	S-G13	Parrot Branch	273.9	Perennial	Open cut	Minor	8	No data	No data
Franklin	S-D7	UNT/ Jonnikin Creek	274.6	Intermittent	Open cut	Minor	8	No data	No data

102 Surveyed Waterbody Crossings!

- What is the effect on the watershed?
- If there is long term damage to Smith Mountain lake, what is the effect on property values and tax revenue?
- What percentage of Franklin County Ad Valorem Tax Revenues are derived from SML properties?

36 miles of pipeline in Franklin County

- What is the effect on private and public water wells along this route?
- What effect on water quality might there be for the town of Rocky Mount?

From MVP Resource Report 2

Impacts to Waterbodies from Rock Blasting and Mitigation Measures

Temporary impacts from blasting rock in an open-cut crossing of a flowing waterbody can include a short-term increase in the sediment load in the waterbody during the period of trenching and injury to fish and mussels from the shock wave created by the blast. Exposure to high levels of suspended solids can cause loss of fish egg and fry, reduced natural fish movements, fish vacating areas of high suspended solids, and other adverse impacts on fisheries resources.

2.1.4.2 Blasting Impacts on Water Supply Wells and Mitigation Measures

Although mechanical methods of removing bedrock are preferred, blasting may be conducted as needed to excavate the pipeline trench in some areas of shallow bedrock. If blasting is required in an area near water supply wells, blasting could cause temporary changes in water level and turbidity may affect groundwater quality in bedrock-based water well systems located in close proximity to the construction right-of-way.

Impacts to Waterbodies from Turbidity and Sediment Runoff and Mitigation Measures

Pipeline construction across waterbodies could result in increased potential for turbidity and sediment runoff from the construction right-of-way.

Impacts to Waterbodies from Potential Releases of Fuels, Lubricants, and Coolants, and Mitigation Measures

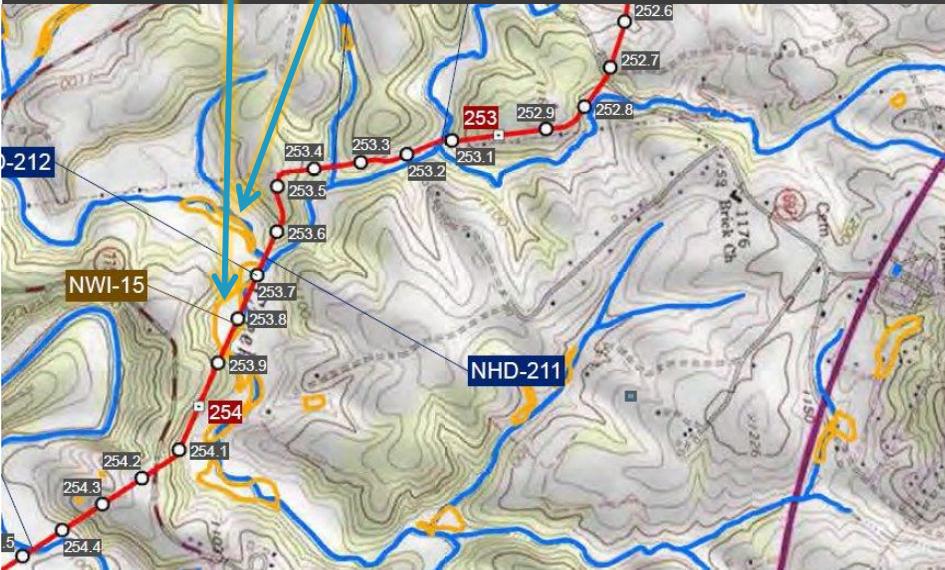
The use of heavy equipment to complete pipeline installation across waterbodies may increase the potential for accidental releases of fuels, lubricants, and coolants. Such releases could adversely affect aquatic species and contaminate public water supplies that rely on surface water intakes located downstream of the waterbody crossing.

Table 2.2-2
FEMA-100 year Flood Zones crossed by the MVP Project

State/County	Floodplain Waterbody	Milepost	Length Crossed (feet)
Virginia			
Franklin	Little Creek	254.4	960
Franklin	Blackwater River <u>a/</u>	256.0	3,317
Franklin	Blackwater River <u>a/</u>	257.0	291
Franklin	Maggodee Creek	260.2	169
Franklin	Blackwater River	260.6	204

Source : FEMA 2015
a/ Pipeline crosses floodplain multiple times

Note the wetlands (yellow)—area just north of Iron Ridge Road



Four Corners Farm—Lower Pasture Impacted by MVP



What should you do?

- ⦿ Request a FERC Scoping Meeting for the citizens of Franklin County. We were NOT represented!
- ⦿ Take a position with FERC against the excessive waterbody crossings.
- ⦿ Move to protect property owners in Franklin County.

TOWN OF BOONES MILL MANAGER INTRODUCTION

Mike Smith, Vice-Mayor, Town of Boones Mill, introduced Matt Lawless, Town Manager.

CONSENT AGENDA

APPROVAL OF ACCOUNTS PAYABLE LISTING, APPROPRIATIONS, TRANSFERS & MINUTES FOR – May 19, 21, 26, & 28, 2015

APPROPRIATIONS

<u>DEPARTMENT</u>	<u>PURPOSE</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
Parks and Recreation	Special Event Registration/Sponsors	7102- 55412	\$30,680
Library	Book Sale, Donations	7301- 55411	\$437
Social Services	Vehicle Insurance Reimbursement	5306- 57005	\$1,300
Clerk of Court	Part Time Reimbursement	2106- 51003	\$720
Human Resources	Wellness Reimbursement	1216- 52800	\$8,315
Sheriff	Off Duty Revenue in Excess of Budget	3102- 51010	\$6,655
Sheriff	Vehicle Insurance Reimbursement	3102- 53004	\$188
Economic Development	Tobacco Grant Repayment	Capital Fund	\$4,188
	Total		\$52,483
Transfers Between Funds or Capital Accounts			(Decrease), Increase
Economic Development		8108- 55901	(\$150,000)
Economic Development Capital Set Aside		CIP	\$150,000
Regional Jail		3302- 53009	(\$175,000)
Regional Jail Capital Reserve		CIP	\$175,000

General Properties		4302-	(\$100,000)
General Properties Capital Contingency		CIP	\$100,000
To move funds between general fund accounts to capital accounts			
		Total	\$0

EMS REVENUE RECOVERY

The Board of Supervisors last amended the fee schedule for EMS revenue recovery on June 19, 2012. Adjustments to the rates need to be periodically made to insure that revenue recovery rates are in alignment with federal Medicare/Medicaid reimbursement guidelines. Federal guidelines allow for a municipally operated EMS system to use a patient’s annual property tax payment as the required copayment for expenses not covered by insurance. In short, County residents with insurance (including Medicare or Medicaid) will not be sent a bill provided the insurance carrier approves the charges and their deductible has been met.

A decade ago it was common for patients to have \$100 to \$500 insurance deductibles and \$1000 deductible amounts were rare and not the normal amounts in in the industry. Due to recent changes in the insurance industry deductible amounts have increased to where a \$500 deductible is rare and \$1000 is the industry standard. The higher deductibles are beginning to have an effect on Franklin County’s EMS revenue recovery program as most commercial insurance carriers do not pay for ambulance services until the policy deductible has been met.

In establishing fees for an EMS revenue recovery, Franklin County must follow the Medicare Ambulance Fee Schedule guidelines. The Medicare allowable is the base line for Franklin County to determine the rates it should charge for an ambulance transport. Periodically Medicare will increase the payment allowed for an Ambulance transport and Medicare approved an increase as of January 1, 2015. These increases typically average 2.0% annually. There are 4 rates that have to be evaluated, Advanced Life Support 2 (ALS 2), Advanced Life Support 1 (ALS1), Basic Life Support (BLS) and loaded mileage. The difference in allowable charges for each rate is based on the level of care EMS providers deliver to the patient. Mileage is only reimbursable for the miles incurred transporting the patient to the hospital and not for mileage incurred responding to the incident.

In establishing the appropriate fees for Franklin County, the county needs to have rates that are 25 to 30% above the Medicare Allowable. The reason for this is; by federal guideline Medicare is not supposed to be the highest payer for these services. Commercial insurance companies typically pay 80 to 100% of the amount billed. If an agency is charging at or near the Medicare Allowable, and the commercial insurance company is paying at 80 to 100% of the charge, this puts the commercial insurance payments below the Medicare Allowable. For example, if the BLS Charge and the Medicare Allowable for a BLS response is \$300, Medicare would allow \$300 to be paid; where as a commercial insurance may only pay 80%, which is \$240. This is well below the Medicare allowable. Medicare would then audit Franklin County to evaluate for compliance. Setting the revenue recovery fees at least 25% above the Medicare allowable reduces the likelihood of an audit. The guidelines for establishing revenue recovery rates were established by Medicare and are the recognized standard for revenue recovery statewide.

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In preparation for this summary, staff prepared a comparison of the EMS revenue recovery rates for various counties and individual departments in central Virginia localities. The data collected is listed in the following chart:

<i>Locality</i>	<i>BLS</i>	<i>ALS 1</i>	<i>ALS 2</i>	<i>Mileage</i>
Roanoke City	\$350.00	\$450.00	\$600.00	\$9.00
Roanoke Co.	\$375.00	\$425.00	\$650.00	\$11.00
Bedford	\$402.28	\$477.70	\$691.41	\$8.43
Amherst Co	\$425.00	\$525.00	\$700.00	\$12.25

Henry Co.	\$450.00	\$550.00	\$750.00	\$13.00
Floyd Co	\$450.00	\$550.00	\$650.00	\$10.00
Christiansburg	\$451.28	\$535.90	\$775.64	\$9.22
Martinsville	\$500.00	\$600.00	\$750.00	\$9.00
Franklin Co (Proposed)	\$500.00	\$650.00	\$850.00	\$15.00
Botetourt	\$571.00	\$713.00	\$907.00	\$8.43

Fidelis Billing, the revenue recovery agent for Franklin County, recently notified staff of a change in how commercial insurance companies are paying claims for ambulance services due to increasing deductible amounts. The increased deductible is causing more commercial insurance claims to be rejected due to patient deductibles being more than the Medicare allowable rate. This creates a situation where more and more residents are receiving bills for EMS services even though they own property in Franklin County. This change resulted in flat EMS revenue recovery amounts for 2014 and is expected to continue if not cause a decrease in revenue recovery in future years.

Fidelis offered several options should the county decide to address the increased deductibles. Probably the least popular option is to “hard bill” residents for ambulance transports. Hard billing is the practice of attempting to collect denied insurance claims from the patient using typical collection means. This practice is done in some localities but has never been considered a favored practice for Franklin County. Other localities have looked at treating non-residents differently when billing for ambulance services. With this practice, the locality still does soft billing for residents but hard bills non-residents. This may prove to be a problem for Franklin County as some non-residents own vacation property in the county but have permanent addresses in other areas. Finally, some localities are attempting to collect unpaid EMS services claims through off-sets of the patients state income tax refunds. In this scenario the county Treasurer would file for an off-set of any state tax refund due to the patient to satisfy a portion of the unpaid ambulance transport bill. Tax off-sets are gaining favor for localities and are already being used by Franklin County to collect unpaid property taxes and overdue library fees. In the case of an off-set for EMS billing claims, Fidelis would supply the county with a list of unpaid claims. The Treasurer would file for the off-set and there would be no collection fees paid to Fidelis for the amount collected.

RECOMMENDATION:

Staff respectfully recommends that the Board of Supervisors endorse the requested increase in EMS Revenue Recovery rates and authorize staff to investigate additional measures to collect non-paid insurance claims to be brought to the Board for consideration at a later date.

AMENDMENT TO COUNTY PROCUREMENT POLICY/

*Per State Code Section 2.2-4303, G., a public body may establish purchase procedures, **if adopted in writing**, (See Attachment A) may allow for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$60,000.*

*The adopted County Procurement Policy does not reflect this language regarding competitive sealed bids or competitive negotiation and staff is seeking Board approval to amend the County's Procurement Policy to co-inside with the State Code of Virginia. The following proposed amendments to Section II. Definitions / B. 3 (See Attachment #B/Pages 4-6) of the County Procurement Policy is presented in **bold red italicized** verbiage for the Board's review and consideration to be adopted and amended to the County's Procurement Policy.*

RECOMMENDATION:

Staff respectfully requests Board authorization to amend the County Procurement Policy to shadow State Code Section 2.2-4303 G, as reviewed and presented.

STATE CODE SECTION

§ **2.2-4303**. Methods of procurement.

A. All public contracts with nongovernmental contractors for the purchase or lease of goods, or for the purchase of services, insurance, or construction, shall be awarded after competitive sealed bidding, or competitive negotiation as provided in this section, unless otherwise authorized by law.

B. Professional services shall be procured by competitive negotiation.

C. Upon a determination made in advance by the public body and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, goods, services, or insurance may be procured by competitive negotiation. The writing shall document the basis for this determination.

Upon a written determination made in advance by (i) the Governor or his designee in the case of a procurement by the Commonwealth or by a department, agency or institution thereof or (ii) the local governing body in the case of a procurement by a political subdivision of the Commonwealth, that competitive negotiation is either not practicable or not fiscally advantageous, insurance may be procured through a licensed agent or broker selected in the manner provided for the procurement of things other than professional services set forth in § 2.2-4302.2. The basis for this determination shall be documented in writing.

D. Construction may be procured only by competitive sealed bidding, except that competitive negotiation may be used in the following instances upon a determination made in advance by the public body and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, which writing shall document the basis for this determination:

1. By the Commonwealth, its departments, agencies and institutions on a fixed price design-build basis or construction management basis under § 2.2-4306;

2. By any public body for the construction of highways and any draining, dredging, excavation, grading or similar work upon real property;

3. By any governing body of a locality with a population in excess of 100,000, provided that the locality has the personnel, procedures, and expertise to enter into a contract for construction on a fixed price or not-to-exceed price design-build or construction management basis and shall otherwise be in compliance with the provisions of this section, § 2.2-4308, and other applicable law governing design-build or construction management contracts for public bodies other than the Commonwealth. The procedures of the local governing body shall be consistent with the two-step competitive negotiation process established in § 2.2-4302.2; or

4. As otherwise provided in § 2.2-4308.

E. Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. The writing shall document the basis for this determination. The public body shall issue a written notice stating that only one source was determined to be practicably available, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. This notice shall be posted on the Department of General Services' central electronic procurement website or other appropriate websites, and in addition, public bodies may publish in a newspaper of general circulation on the day the public body awards or announces its decision to award the contract, whichever occurs first. Posting on the Department of General Services' central electronic procurement website shall be required of any state public body. Local public bodies are encouraged to utilize the Department of General Services' central electronic procurement website to provide the public with centralized visibility and access to the Commonwealth's procurement opportunities.

F. In case of emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. The public body shall issue a written notice stating that the contract is being awarded on an emergency basis, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. This notice shall be posted on the Department of General Services' central electronic procurement website or other appropriate websites, and in addition, public bodies may publish in a newspaper of general circulation on the day the public body awards or announces its decision to award the contract, whichever occurs first, or as soon thereafter as is practicable. Posting on the Department of General Services' central electronic procurement website shall be required of any state public body. Local public bodies are encouraged to utilize the Department of General Services' central electronic procurement website to provide the public with centralized visibility and access to the Commonwealth's procurement opportunities.

G. A public body may establish purchase procedures, if adopted in writing, not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$100,000; however, such small purchase procedures shall provide for competition wherever practicable. For local public bodies, such purchase procedures may allow for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$60,000.

For state public bodies, purchases under this subsection that are expected to exceed \$30,000 shall require the (i) written informal solicitation of a minimum of four bidders or offerors and (ii) posting of a public notice on the Department of General Services' central electronic procurement website or other appropriate websites. Posting on the Department of General Services' central electronic procurement website shall be required of any state public body. Local public bodies are encouraged to utilize the Department of General Services' central electronic procurement website to provide the public with centralized visibility and access to the Commonwealth's procurement opportunities.

H. A state public body may establish purchase procedures, if adopted in writing, not requiring competitive negotiation for single or term contracts for professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; however such small purchase procedures shall provide for competition wherever practicable.

I. Upon a determination made in advance by a public body and set forth in writing that the purchase of goods, products or commodities from a public auction sale is in the best interests of the public, such items may be purchased at the auction, including online public auctions. Purchase of information technology and telecommunications goods and nonprofessional services from a public auction sale shall be permitted by any authority, department, agency, or institution of the Commonwealth if approved by the Chief Information Officer of the Commonwealth. The writing shall document the basis for this determination. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates shall not be made by online public auctions.

J. The purchase of goods or nonprofessional services, but not construction or professional services, may be made by reverse auctioning. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates shall not be made by reverse auctioning.

(1982, c. 647, § 11-41; 1985, c. 164; 1986, cc. 332, 559; 1987, c. 456; 1988, cc. 40, 640; 1989, c. 296; 1991, c. 73; 1993, c. 242; 1996, cc. 827, 965, 1019; 1999, c. 178; 2000, cc. 637, 647, 664, 692; 2001, cc. 395, 844; 2003, cc. 644, 895; 2004, cc. 706, 874, 906; 2005, c. 394; 2006, cc. 464, 510; 2008, c. 78; 2009, c. 123; 2010, c. 567; 2011, cc. 332, 594, 612, 681; 2012, cc. 805, 836; 2013, cc. 502, 583.)

COUNTY OF FRANKLIN - VIRGINIA
PROCUREMENT POLICY SUMMARY

ADOPTED 4/19/94

RESOLUTION # 05-04-94

REVISED & ADOPTED 2-15-2005

AMENDED 4-19-2005 SECTION (XIX)

AMENDED 4-18-2006 SECTION (IV)

AMENDED 6-16-2015 SECTION (II)

PURPOSE (2.2-4300)

The purpose of this policy is to establish uniform standards and procedures in the procurement of goods, supplies, and services for the Franklin County government offices. This policy is a method to help insure that department heads and other individuals responsible for purchasing within the County have a reference source to use in responding to questions on law and procedures.

PROCUREMENT POLICY SUMMARY

1. Administration of the Board adopted purchasing policy is the ultimate

responsibility of the County Administrator. The County Administrator will be the County Procurement Agent and may designate others to administer the purchasing policy and procedures on behalf of the County.

2. Each Department Head in conjunction with the County Procurement Specialist or his/her designee is responsible for procurement of goods, supplies, and services in accordance with this policy using good judgment in the expenditure of tax dollars for purposes that further the goals and mission of the County. Each Department Head may, at his/her discretion, appoint a departmental County Procurement Specialist to administer the requirements of this policy.
3. The department heads, departmental County Procurement Specialists and employees are also responsible to ensure appropriate purchasing for the County.

**AMENDED 11/8/95
(RESOLUTION # 01-11-1995)
AMENDED 3/18/97
(RESOLUTION # 09-03-1997)
AMENDED 2-15-2005
(RESOLUTION #01-02-2005)
AMENDED 4-18-2006
(RESOLUTION #01-04-2006)
GUIDELINES**

\$0 - \$1,000

Any Employee may purchase up to \$1,000 in goods, supplies and services without prior approval provided that individual is permitted by the Department Head and County Procurement Specialist to purchase on behalf of the County and does so in keeping with the spirit and practices of this policy. Budgetary funds must be available for these purchases. Any purchases over this amount will be subject to the guidelines that follow.

\$1001 to \$5000

Three (3) Verbal quotes are required for all purchases in this category from a minimum of three vendors; Documentation of the three (3) verbal quotes is required.

\$5,001 to \$30,000

Three (3) Written quotes are required for all purchases in this category from a minimum of three vendors;

Over \$30,000 or when operating funds are not available -

Proposed purchases over \$30,000 will be in accordance with the public procurement process and specifically be approved by the Board of Supervisors in the fiscal year in which the purchase is to be made with approval received prior to advertisement for sealed bids;

\$1,000 and Up -

Written purchase orders are required for all purchases over this amount and must be approved by the Director of Finance or County Procurement Specialist. Department Heads will be required to certify that funds are available within departmental resources.

PROCUREMENT POLICY FOR GOODS, SUPPLIES, AND SERVICES

I. PURPOSE - (2.2-4300)

The purpose of this policy is to establish uniform standards and procedures in the procurement of goods, supplies, and services for the Franklin County government offices. This policy is a method to help insure that department heads and other individuals responsible for purchasing within the County have a reference source to use in responding to questions on law and procedures.

II. DEFINITIONS - (2.2-4301)

- A. Competitive Sealed Bidding - is a method of contractor selection which includes the following elements.
1. Issuance of a written Invitation for Bid obtaining or incorporating by reference the specifications and contractual terms and conditions applicable to the procurement. All bidders must meet prequalification standards, and the Invitation for Bid will include a statement of any additional requisite qualifications of potential contractors. When it is impractical to prepare initially a purchase description to support an award based on prices, an Invitation to Bid may be issued requesting the submission of unpriced offers to be followed by an Invitation for Bid limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation;
 2. Public notice of the Invitation for Bid at least ten days prior to the date set for receipt of bids by posting in a designated public area, publication in a newspaper of general circulation, or both. In addition, bids may be solicited directly from, potential contractors. Any such additional solicitations shall include businesses selected from a list made available by the Department of Minority Business Enterprise;
 3. Public opening and announcement of all bids received;
 4. Evaluation of bids based upon the requirements set forth in the invitation, which may include special qualifications of potential contractors, life-cycle costing, value analysis, and any other criteria such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, which are helpful in determining acceptability. Evaluation shall be made by the County Procurement Specialist in conjunction with the applicable department head.
 5. *Reject all bids or award to the lowest responsive and responsible bidder.* When the terms and conditions of multiple bids are so provided in the Invitation for Bid, awards may be made to more than one bidder. Awards shall be made by the County Administrator or as otherwise provided for in this policy except in the case of contracts in excess of \$30,000 which shall be awarded by the Board of Supervisors. The County Administrator may refer any contract to the Board for award as deemed necessary. Informalities in bids may be waived and all bids or proposals may be cancelled or rejected;
 6. Competitive sealed bidding shall not be required for procurement of professional services.
- B. Competitive Negotiation is a method of contractor selection which includes the following elements:
1. Issuance of a written Request for Proposal indicating in general terms that which is sought to be procured, specifying the factors which will be used in evaluating the proposal and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of the contractor;
 2. Public notice of the Request for Proposal at least ten days prior to the date set for receipt of proposals by posting in a public area normally used for posting of public notices and by publication in a newspaper of general circulation in the County. In

addition, proposals may be solicited directly from potential contractors;

3. Procurement of services;

A Professional Services. *Professional Services is defined by the Virginia Public Procurement Act (VPPA), as “means work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy or professional engineering”.*

1.) Request for Proposals. *The Purchasing Department shall issue a written Request for Proposal indicating in general terms that which is sought to be procured, specifying the factors which will be used in evaluating the proposal and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of the contractor. Professional Services Request for Proposals shall not, however, request that offerors furnish estimates of man-hours or cost for services.*

2.) Public Notice. *Public Notice of the Request for Proposal shall be given at least ten (10) days prior to the date set for receipt of proposals by publication in a newspaper of general circulation in the County, posted on the public notice board in the County Administration Building and on the County’s website (www.franklincountyva.gov). In addition, proposals may be solicited directly from potential contractors.*

3.) Selection and Award. *The County shall engage in individual discussions with two (2) or more offerors deemed fully qualified, responsible and suitable on the basis of initial response and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used in the review of the professional competence of the offeror. At the discussion stage, the County may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, non-binding estimates of prices for services.*

4.) The County shall engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. The Request for Proposal shall not, however, request that offerors furnish estimates of man-hours or costs for services. Where these services are requested in conjunction with the provision for goods and supplies, cost estimates may be required or solicited. At the discussion stage, the County may discuss nonbinding estimates of total project cost, including, but no limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussions outlined above, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the County shall select, in the order of preference, two or more offerors whose professional

qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations conducted with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified and more suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

5.) Single or Term Contracts. Contracts for professional services, as defined in Section II (B) Competitive Negotiation of this Policy, where the aggregate cost is not expected to exceed Sixty Thousand Dollars (\$60,000), may be entered into in the following manner: (St. Code 2.2-4303,G)

- a. Single or term contracts for professional services may be entered into without competitive negotiation provided the aggregate or the sum of all phases is not expected to exceed \$60,000. Such contracts are typically referred to as a "Continuing Services Contract" which will have gone through the competitive negotiation process to qualify professional services providers for a set period of time. Once awarded, the "Continuing Services Contract" may be used for identified professional services up to the aggregate \$60,000 limit without further negotiation.**

B. Other than Professional Services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. **Price shall be considered but need not be the sole determining factor.** After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Should it be determined in writing and in its sole discretion that only one offeror is fully qualified, or that the offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

4. Award to the most suitable offeror. Awards shall be made by the County Administrator or as otherwise provided for in this policy except in the case of contracts **in excess of \$30,000** which shall be awarded by the Board of Supervisors. The County Administrator may refer any contract to the Board for award as deemed necessary. Informalities in bids may be waived and all bids or proposals may be canceled or rejected;

- C. Construction means building, altering, repairing, improving, or demolishing any structure, building, or highway, and any draining, dredging, excavation, grading, or similar work upon real property.
- D. Construction Management Contract means a contract in which a party is retained by the owner to coordinate and administer contracts for construction services for the benefit of the owner, and may also include, if provided for in the contract, the furnishing of construction services to the owner.
- E. County means the County of Franklin and all agencies covered by this policy including the Franklin County Public Schools and may include all other agents duly designated by the Board of Supervisors with responsibility of administering this policy.

- F. Design-build Contract means a contract between a public body and another party in which the party contracting with the public body agrees to both design and build the structure, roadway, or other item specified in the contract.
- G. Goods mean all material, equipment, supplies, printing, and automated data processing hardware and software.

APPROPRIATION ORDINANCE EFFECTIVE JULY 1, 2015 - JUNE 30, 2016

ANNUAL RESOLUTION OF APPROPRIATION OF THE COUNTY OF FRANKLIN FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016

A resolution to appropriate designated funds and accounts from specified estimated revenues for FY 15-16 for the operating budget and the Capital Improvements Program for the County of Franklin and to authorize and empower County officers to expend funds and manage cash assets; and to establish policies under which funds will be expended and managed.

The Franklin County Board of Supervisors does hereby resolve on this 16th day of June, 2015 that, for the fiscal year beginning on July 1, 2015, and ending on June 30, 2016, the following sections are hereby adopted.

- Section 1. The cost centers shown on the attached table labeled Appropriations Resolution, Exhibit B, are hereby appropriated from the designated estimated revenues as shown on the attached table labeled Appropriations Resolution, Exhibit A.
- Section 2. Appropriations, in addition to those contained in this general Appropriations Resolution, may be made by the Board of Supervisors only if deemed appropriate and there is available in the fund unencumbered or unappropriated sums sufficient to meet such appropriations.
- Section 3. The School Board and the Social Services Board are separately granted authority for implementation of the appropriated funds for their respective operations. By this resolution the School Board and the Social Services Board are authorized to approve the transfer of any unencumbered balance or portion thereof from one classification of expenditure to another within their respective funds in any amount.
- Section 4. The County Administrator is expressly authorized to approve transfers of any unencumbered balance or portion thereof from one classification of expenditure to another within the same cost center for the efficient operation of government.
- Section 5. All outstanding encumbrances, both operating and capital, at June 30, 2015 shall be reappropriated to the FY 2015-2016 fiscal year to the same cost center and account for which they are encumbered in the previous year.
- Section 6. At the close of the fiscal year, all unencumbered appropriations lapse for budget items other than those involving ongoing operational projects, or programs supported by grants or County funds, which must be preapproved by the County Administrator or his designee. Such funds must be applied to the purpose for which they were originally approved.
- Section 7. Appropriations previously designated for capital projects will not lapse at the end of the fiscal year but shall remain appropriated until the completion of the project if funding is available from all planned sources, or until the Board of Supervisors, by appropriate ordinance or resolution, changes or eliminates the appropriation. Upon completion of a capital project, the County Administrator is hereby authorized to close out the project and return to the funding source any remaining balances. This section applies to all existing appropriations for capital projects at June 30, 2015 and appropriations as they are made in the FY15-16 Budget. The County Administrator is hereby authorized to approve construction change orders to contracts up to an increase not to exceed the budgeted project contingency and approve all change orders for reduction of contracts.

- Section 8. The approval of the Board of Supervisors of any grant of funds to the County shall constitute the appropriation of both the revenue to be received from the grant and the County's expenditure required by the terms of the grant, if any. The appropriation of grant funds will not lapse at the end of the fiscal year but shall remain appropriated until completion of the project or until the Board of Supervisors, by appropriate resolution, changes or eliminates the appropriation. The County Administrator may increase or reduce any grant appropriation to the level approved by the granting agency during the fiscal year. The County Administrator may approve necessary accounting transfers between cost centers and funds to enable the grant to be accounted for in the correct manner. Upon completion of a grant project, the County Administrator is authorized to close out the grant and return to the funding source any remaining balance. This section applies to appropriations for grants outstanding at June 30, 2015 and appropriations in the FY 15-16 Budget.
- Section 9. The County Administrator may reduce revenue and expenditure appropriations related to programs funded all or in part by the Commonwealth of Virginia and/or the Federal Government to the level approved by the responsible state or federal agency.
- Section 10. The County Administrator is authorized to make transfers to the various funds for which there are transfers budgeted. The County Administrator shall transfer funds only as needed up to amounts budgeted or in accordance with any existing bond resolutions that specify the matter in which transfers are to be made.
- Section 11. Appropriations are hereby authorized for the Courthouse Maintenance Fund, the Forfeited Assets Program Fund, the Law Library Fund, the E911 Fund, the Debt Service Fund, the Utility Fund and EMS Billing Revenue equal to the total cash balance on hand at July 1, 2015, plus the total amount of receipts for the fiscal year 2015-2016. The County Administrator is also authorized to appropriate carryover funds from any designated revenues or donated funds.
- Section 12. The Treasurer may advance monies to and from the various funds of the County to allow maximum cash flow efficiency. The advances must not violate County bond covenants or other legal restrictions that would prohibit an advance.
- Section 13. All procurement activities with funds appropriated herein shall be made in accordance with the County purchasing ordinance and applicable state statutes.
- Section 14. It is the intent of this resolution that funds be expended for the purpose indicated in the budget; therefore, budgeted funds may not be transferred from operating expenditures to capital projects or from capital projects to operating expenses without the prior approval from the Board of Supervisors. Also, funds may not be transferred from one capital project to another without the prior approval of the Board of Supervisors.
- Section 15. The County Administrator is authorized, pursuant to State statute, to issue orders and checks for payments where funds have been budgeted, appropriated, and where sufficient funds are available. A listing of vendor payments shall be presented to the Board of Supervisors not less frequently than monthly.
- Section 16. Subject to the qualifications in this resolution contained, all appropriations are declared to be maximum, conditional and proportionate appropriations – the purpose being to make the appropriations payable in full in the amount named herein if necessary and then only in the event the aggregate revenues collected and available during the fiscal year for which the appropriations are made are sufficient to pay all the appropriations in full.

Otherwise, the said appropriations shall be deemed to be payable in such proportions as the total sum of all realized revenue of the respective funds is to the total amount of revenue estimated to be available in the said fiscal year by the Board of Supervisors.

- Section 17. All revenues received by an agency under the control of the Board of Supervisors or by the School Board or by the Social Services Board not included in its estimate of revenue for the financing of the fund budget as submitted to the Board of Supervisors may not be expended by said agency under the control of the Board of Supervisors or by the School Board or by the Social Services Board without the consent of the Board of Supervisors being first obtained, and those sums appropriated to the budget. Any grant approved by the Board for application shall not be expended until the grant is approved by the funding agency for drawdown. Nor may any of these agencies or boards make expenditures which will exceed a specific item of an appropriation.
- Section 18. Allowances out of any of the appropriations made in this resolution by any or all County departments, commissions, bureaus, or agencies under the control of the Board of Supervisors to any of their officers and employees for expense on account of the use of such officers and employees of their personal automobiles in the discharge of their official duties shall be paid at the same rate as that established by the State of Virginia for its employees and shall be subject to change from time to time to maintain like rates.
- Section 19. All previous appropriation ordinances or resolutions to the extent that they are inconsistent with the provisions of this resolution shall be and the same are hereby repealed.
- Section 20. This resolution shall become effective on July 1, 2015.

APPROPRIATIONS RESOLUTION EXHIBIT A

County of Franklin
Adopted Revenues
Fiscal Year 2015 - 2016

Real Estate	\$ 35,732,596	Shared Expenses Sheriff	\$ 3,020,713
Public Service Corp	969,067	Shared Expenses Comm of Revenue	162,620
Personal Property	9,552,887	Shared Expenses Treasurer	148,726
Machinery and Tools	688,654	Shared Expenses Registrar	42,000
Merchants Capital	675,000	Shared Expenses Clerk of Court	356,456
Penalties and Interest	632,000	Shared Expenses Jail Costs	130,000
		Public Assistance Grants	4,565,484
Sales Tax	4,125,000	VJCCCA Grant	20,040
Communications Tax	2,244,962	Family Resources Grants	169,438
Consumer Utility Taxes	975,000	Comprehensive Services Grant	3,200,042
County Business License	4,700	Franklin Center Grants	47,000
Franchise License Tax	225,000		
Motor Vehicle License Fees	2,024,637		
Bank Stock Taxes	128,791	Personal Property Tax Relief	2,626,618
Tax on Deeds	425,000		
Hotel/Motel Trans Occupancy Tax 2%	34,000		
Hotel/Motel Trans Occupancy Tax 3%	51,644	Library Grants	153,449
Meals Tax	1,000,000	Recordation Taxes - State	160,000
		Aging Services Grants	125,322
Licenses and Fees	372,000	Grantor Tax on Deeds	125,000
		Drug Enforcement Grants	12,000
Court Fines and Costs	110,000	Park Land - Pymt in Lieu of Tax	18,200
Interest on Bank Deposits	600,000		
		Fund Balance	<u>635,276</u>
Rent, Miscellaneous	397,560		
		Total General Fund	<u>80,414,056</u>
Clerk of Court Fees	170,000		
Commonwealth Attorney Fees	5,000	Capital Fund	3,235,501
Off Duty Pay for Sheriff Deputies	40,000	Asset Forfeiture Fund	10,000
Care of Prisoners	5,000	E911 Fund	978,666
Animal Control Fees	5,000	Law Library	12,000
Landfill Fees	875,000	Debt Service Fund	3,081,859
Aging Services Local Revenue	12,000	Utilities	24,000
Family Resource Center Donations	30,500	Courthouse Maintenance Fund	<u>12,000</u>
Recreation Fees	100,000	Total - Other Funds	<u>7,354,026</u>
EMS Billing Revenue	1,294,564		
Library Fines and Fees	35,000		
Franklin Center Fees	9,500		
Sale of Maps and Code	700	Schools: Local (Cafeteria, Miscellaneous)	2,974,917
		State	39,067,150
Recovered Costs	415,390	Federal	8,452,110
		County	33,077,124
Motor Vehicle Carriers Tax	42,500	Canneries	53,857
Mobile Home Titling Tax	75,000	Total School Funds	<u>83,625,158</u>
Motor Vehicle Rental Tax	50,000		
Shared Expenses Comm Attorney	562,020		
			<u>\$ 171,393,240</u>

County of Franklin
Adopted Expenditures
Fiscal Year 2015-2016

General Government Administration				
Board of Supervisors	\$	361,505	Family Resource Center	\$ 258,108
			Aging Services	231,427
				<u>11,590,060</u>
General and Financial Administration				
County Administrator		424,177		
Commissioner of Revenue		586,977	Parks, Recreation and Cultural	
Reassessment		150,000	Parks and Recreation	976,903
Treasurer		461,068	Library Administration	<u>932,387</u>
Finance		251,324		<u>1,909,290</u>
Risk Management		395,221	Community Development	
Human Resources		122,946	Planning Agencies	581,048
Information Technology		1,148,461	Planning & Community Development	576,362
Registrar		<u>288,552</u>	Economic Development	1,052,446
		<u>4,190,231</u>	GIS and Mapping	153,364
			Franklin Center	196,379
			Tourism Development	200,858
			Virginia Cooperative Extension	<u>104,392</u>
				<u>2,864,849</u>
Judicial Administration			Nondepartmental	672,373
Circuit Court		105,598		
General District Court		7,080	Transfers to Other Funds	
Magistrate		2,000	Schools - Operations	30,674,665
Juvenile and Domestic Rel Court		17,150	Schools - Debt Service	2,402,459
Clerk of the Circuit Court		635,842	Schools - Canneries	34,746
Sheriff - Courts		604,690	County Capital: School CIP	1,220,000
Juvenile Court Services		429,288	Utilities	15,000
Commonwealth Attorney		<u>796,053</u>	Debt Service	2,883,056
		<u>2,597,701</u>	County Capital: County CIP	2,015,501
			E911	<u>926,158</u>
			Subtotal	<u>40,171,585</u>
Public Safety			Total General Fund	<u>80,414,056</u>
Sheriff - Law Enforcement		4,284,761		
Correction and Detention		4,032,145		
Building Inspections		532,121		
Animal Control		266,436		
Public Safety		<u>3,645,366</u>		
		<u>12,760,829</u>		
Public Works			Other Funds:	
Road Viewers		450	E911	978,666
Public Works		231,989	Debt Service	3,081,859
Solid Waste and Recycling		2,180,099	Capital Fund	3,235,501
General Buildings and Grounds		<u>1,244,600</u>	Law Library	12,000
		<u>3,657,138</u>	Courthouse Maintenance	12,000
			Utilities	24,000
			Forfeited Assets	10,000
			Schools	<u>83,625,158</u>
Health and Welfare				
Health Department		338,705		
Community Services		112,231		
Social Services		5,887,733		
CSA		<u>4,761,856</u>		
				<u>\$ 171,393,240</u>

COMPENSATION STUDY

The last compensation study was conducted in fiscal year 2006-2007. Half of the survey results were implemented July 1, 2007 with the other half being implemented July 1, 2008.

Given current marketplace trends and an improving economy, the County desires to review and update its' salaries and pay scales. An updated compensation plan is an important management tool that promotes fair and equitable compensation of the County's employees. A few of the benefits of an updated plan include:

- Supports the County's efforts to attract and retain employees
- Recognizes changes in employees' duties and responsibilities
- Acknowledges increases in the complexity of employees' jobs due to advances in technology
- Ensures internal equity and consistency among similar positions
- Ensures that salaries are externally competitive with comparable employers in appropriate labor markets

Staff recommends the following localities by included in the survey:

- | | | |
|-----------------|----------------------|-------------------|
| Augusta County | Bedford County | Botetourt County |
| Campbell County | Henry County | Montgomery County |
| Roanoke County | City of Martinsville | City of Roanoke |

Washington County	City of Salem	Town of Vinton
Franklin County Public Schools	Bedford County PSA	Western VA Water Authority
Virginia State Police	VA Dept of Game & Inland Fisheries	Town of Rocky Mount
Rockingham County, VA	Western Virginia Regional Jail	

The study will take 90 -120 days to complete and is expected to cost \$14,990 exclusive of out-of-pocket expenses. Funds are included in the FY15-16 budget for this project.

RECOMMENDATION:

Staff respectfully requests the Board allow the County Administrator to enter into a contract with Springsted, Inc to conduct an external compensation study for Franklin County.

BID AWARD FOR LANDFILL COMPACT TRACK LOADER

At the April 14, 2015 Board of Supervisors Meeting the Board approved to seek proposals for a Landfill Skid Steer. All bids were received on June 2, 2015 at 3:00 pm. The approved FY 2014 – 2015 annual capital budget currently has funds proposed in the amount of \$110,186.43 to purchase the skid steer.

The County received six various proposals from four vendors, however only four of the proposals from three of the vendors met the specifications. All the bids came in under budget. The base tractor bids that met specifications were Anderson Tractor –John Deere 333E \$61,000, Ditch Witch of Roanoke- Kubota SVL 90-2 HFC - \$61,200.75, Carter Machinery- Caterpillar 299D2 - \$72,780, and Caterpillar 299D \$68,036. The associated bush hog and bucket attachment bids were Anderson Tractor - \$11,100, Ditch Witch of Roanoke - \$12,468.70, Carter Machinery \$10,352. The total bids with proper specifications were Anderson Tractor \$72,100, Ditch Witch of Roanoke \$73,669.45, Carter Machinery \$83,132 and \$78,388.

RECOMMENDATION: Staff requests that the Board of Supervisors award the Landfill Skid Steer to Anderson Tractor for the John Deere 333E and its associated attachments for the purchase price of \$72,100 as it fully meets the proposal specification and landfill needs. Funds will come from the 2014-2015 Landfill Equipment Capital Account. (30-00-036-0004-57001)

SCHOOL CIP REQUEST

The Board of Supervisors has requested that County staff review all appropriation requests from the Franklin County Public Schools

A five year school capital funding plan was adopted by the Board of Supervisors beginning in Fiscal Year 12-13. A total of \$2,705,537.66 has been spent to date on various projects including roof replacements, water system upgrades, gym floor replacement, asphalt replacement and CCTV Camera Upgrades. Completed projects have been \$484,386.93 under budget in total. The Schools would like to use \$250,000 of the savings towards plumbing fixture/partition upgrades at various schools. \$500,000 is currently budgeted in the plumbing fixture/partition project account and with the \$250,000 addition; the total budget would be \$750,000 for this project.

RECOMMENDATION:

Staff respectfully requests the Board’s authorization for the re-allocation of \$250,000 from School Five Year CIP savings to additional plumbing fixture/partition upgrades.



FRANKLIN COUNTY PUBLIC SCHOOLS

Office of Superintendent

25 Bernard Road • Rocky Mount, VA 24151-6614
(540) 483-5138 • FAX (540) 483-5806

May 18, 2015

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

Dear Mr. Huff:

Please find attached information regarding our Five Year CIP Loan. After completion of numerous projects, we were under budget at \$484,386.93.

I would like to request that \$250,000.00 of the savings of \$484,386.93 be re-allocated for plumbing fixture/partition upgrades. We would be able to provide many additional upgrades in this area with this funding.

I thank you and the Board of Supervisors for their consideration of our request. Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "W. Mark Church".

W. Mark Church, Ph.D.
Division Superintendent

Enclosure

cc: Jonathan Crutchfield, Director of Operations
Darryl Spencer, Supervisor of Buildings and Grounds
Sharon Tuttle, Assistant Director of Business & Finance

**FRANKLIN COUNTY PUBLIC SCHOOLS****Department of Maintenance**

250 School Service Road • Rocky Mount, VA 24151-6614
(540) 483-5538 • FAX (540) 483-0195

TO: Dr. W. Mark Church, Division Superintendent

FROM: Darryl K. Spencer,  Supervisor of Buildings and Grounds

DATE: May 11, 2015

SUBJECT: Five Year CIP Loan

Attached is a priority funding recommendation for the Five Year Capital Improvement Plan dated October 5, 2012. After completion of projects 1, 2, 5, 6, 7, 9, 10, 12, 13, 14, 16 and 17, we were under budget at \$484,386.93. The Completed Five Year Capital Improvement Projects list is also attached.

Project 11, Plumbing Fixture/Partition Upgrades, is left to be completed and \$500,000.00 is budgeted under this category. In order to provide more upgrades in this area, I request that \$250,000.00 of the savings of \$484,386.93 be re-allocated for this purpose.

Please let me know if you have any questions.

Attachments (2)

cc: Jon Crutchfield, Director of Operations
Sharon Tuttle, Assistant Director of Business and Finance

COPIES TO:
 (1) STEVE OAKES
 (2) DARRYL SPENCER
 FRAM: Lee Cheatham 10-16-12

FRANKLIN COUNTY PUBLIC SCHOOLS



Department of Maintenance
 250 School Service ♦ Road Rocky Mount, VA 24151
 (540)483-5538 ♦ FAX (540)483-0195

Date: October 5, 2012
 Memo to: Dr. W. Mark Church, Interim Superintendent
 From: Steven C. Oakes, Director of Facilities & Transportation
 Re: Five Year Capital Improvement Plan Recommendation - Revised
 Cc: Suzanne Rogers, Assistant Superintendent
 Phillip Poff, Director of Human Resources
 Lee Cheatham, Director of Business & Finance
 Darryl Spencer, Supervisor of Building & Grounds

Below please find my priority funding recommendation for the projects listed in the Five Year Capital Improvement Plan:

PROJECT	BUDGET	PREPARE PLANS, SPECS & BIDS	COMPLETE PROJECTS
1. Roof Replacement at Boones Mill	\$ 543,953	2012-2013	Summer 2013 ←
2. Roof Replacement at Dudley	\$ 572,610	2013-2014	Summer 2014 ←
3. Roof Replacement at Sontag	\$ 536,130	2014-2015	Summer 2015 φ
4. Roof Replacement at Rocky Mount	\$ 728,062	2015-2016	Summer 2016 ✓
5. Upgrade Water System Callaway	\$ 69,225	2012-2013	Summer 2013 ←
6. Upgrade Water System Sontag	\$ 127,225	2012-2013	Fall 2013 ←
7. Upgrade Water System Dudley	\$ 121,225	2013-2014	Summer 2014 ✓
8. Asbestos Removal/Floor Tile Replacement	\$ 700,000	2012-2016	Summer 2016 ✓
9. Gym Floor Replacement BFMS West	\$ 171,120	2012-2013	Summer 2013 ←
10. Gym Floor Replacement Hawkins	\$ 282,000	2012-2013	Summer 2013 ←
11. Plumbing Fixture/Partition Upgrades	\$ 500,000	2012-2014	Summer 2014 ✓
12. Asphalt Replacement BFMS East Bus Loop	\$ 123,000	2012-2013	Summer 2013 ←
13. Asphalt Replacement Main Road BFMS West to Trail	\$ 201,015	2012-2013	Summer 2013 ←
14. CCTV Camera Upgrades	\$ 301,010	2012-2014	Summer 2014 ✓
15. Replace 6 Unit Ventilators at BC	\$ 306,130	2013-2014	Summer 2014 ✓
16. Asphalt Replacement BFMS West Teacher Lot	\$ 179,370	2012-2013	Summer 2013 ←
17. Asphalt Replacement BFMS Behind West Cafeteria	\$ 62,325	2012-2013	Summer 2013 ←
TOTAL	\$5,524,400		
Additional Items to Consider			
1. Install Central Station Smoke Detectors All Schools	\$ 320,000	2014-2015	Summer 2015 φ*
2. Install Air Conditioning Lee Waid Cafeteria	\$ 208,812	2013-2014	Summer 2014 ✓
3. Install Air Conditioning Snow Creek Cafeteria	\$ 222,328	2013-2014	Summer 2014 ✓
TOTAL	\$ 751,140		
GRAND TOTAL	\$6,275,540		

Updated: October 5, 2012

(Note: Revised information to delete the completed FCHS Ramsey Hall Kitchen Project.)

→ SUMMER + FALL 2013 — \$1,759,233
 → SUMMER 2014 — 2,232,115
 φ — SUMMER 2015 — 856,130
 ✓ — SUMMER 2016 — 1,428,062
 \$ 6,275,540

Completed Five Year Capital Improvement Projects

Project	Acct #	Budget	FY 12-13 Actual	FY 13-14 Actual	FY 14-15 Actual	Total Actual	(Over)/Under Budget
Roof Replacement Boones Mill #1	17 57000	543,953.00	35,460.15	354,677.25		390,137.40	153,815.60
Roof Replacement Dudley #2	17 57009	572,610.00		371,028.87	5,840.22	376,869.09	195,740.91
Callaway, Sontag & Dudley Water System Upgrade #5, 6, & 7	17 57004	317,675.00	52,249.50	293,167.92	8,805.34	354,222.76	(36,547.76)
Gym Floor Replacement BFMW & Hawkins #9 & 10	17 57001	453,120.00	152,409.58	139,170.20		291,579.78	161,540.22
Asphalt Replacements BFME Bus Loop, BFMW to Trail, BFMW Teacher Lot, BFMW Behind Cafeteria #12, 13, 16 & 17	17 57003	565,710.00	119,114.77	436,757.16		555,871.93	9,838.07
CCTV Camera Upgrade # 14	17 57007	301,010.00	182,419.83	59,108.28	59,482.00	301,010.11	(0.11)
		2,754,078.00	541,653.83	1,653,909.68	74,127.56	2,269,691.07	484,386.93

REQUEST FOR APPROVAL FOR AMENDED LANGUAGE TO WESTERN VA. REGIONAL WORKFORCE CHARTER

The Workforce Area #3 Chief Local Elected Officials (CLEO) Consortium was formed in a Charter Agreement (Agreement) in 2003 by the cities and counties in the Roanoke-Valley Alleghany Region. The Consortium agreed to work cooperatively to promote programs to support employment opportunities within the region. The Agreement was developed in a manner

consistent with the provisions of the Workforce Investment Act (WIA) and identified the role of the CLEO, such as appointing the members of the Western Virginia Workforce Development Board (WDB) and designated a Grant Recipient and Fiscal Agent for WIA funds.

In July 2014, the United States Congress enacted the Workforce Innovation and Opportunity Act (WIOA), which repealed and replaced WIA. In light of this change and a proposed partnership between the WDB and the Roanoke Valley-Alleghany Regional Commission (RVARC), the CLEO voted to amend its Charter Agreement. Amendment No. 1 updates the Agreement to be consistent with the provisions of WIOA, re-designates the City of Roanoke as the Consortium Grant Recipient, and changes the Fiscal Agent to be the Roanoke Valley-Alleghany Regional Commission. This change was made to provide greater organizational and fiscal capacity to support the mission of the WDB. It should also result in better coordination of economic and workforce development efforts, and create a stronger focus on serving the needs of key industry sectors.

Furthermore, the Amendment confirms that the Charter Agreement is an exercise of joint powers as permitted by Section 15.2-1300 of the Code of Virginia, which provides the Member Jurisdictions more options to cooperatively address workforce development in the future.

RECOMMENDATIONS:

Staff recommends that the changes outlined in Amendment 1 be approved and authorize the appropriate signatories to execute the documents.

AMENDMENT NO. 1
TO
WORKFORCE INVESTMENT AREA III
CHIEF LOCAL ELECTED OFFICIALS

This Amendment No. 1 to the Workforce Investment Area III Chief Local Elected Officials Charter Agreement is made this ___ day of _____, 2015, by and among City of Covington, the City of Roanoke, the City of Salem, and the County of Alleghany, the County of Botetourt, the County of Craig, the County of Franklin, and the County of Roanoke (the "Member Jurisdictions").

RECITALS

A. The Member Jurisdictions, via action through their respective mayors and chairmen of the board of supervisors, formed the Workforce Investment Area III Chief Local Elected Officials Consortium (the "Consortium") by the execution of the Workforce Investment Area III Chief Local Elected Officials Charter Agreement dated July 21, 2003 (the "Charter Agreement").

B. Pursuant to the terms of the Charter Agreement, the Consortium agreed to work cooperatively to promote programs to support employment opportunities within Workforce Development Area III, as designated by the Commonwealth of Virginia ("Area III"), in a manner consistent with the provisions of the Workforce Investment Act, 29 U.S.C. §§ 2801, et seq. ("WIA") and the rules and regulations promulgated by the United States Department of Labor (the "Department").

C. In July 2014, the United States Congress enacted the Workforce Innovation and Opportunity Act, 29 U.S.C. §§ 3101, et seq. ("WIOA") that repealed and replaced WIA.

D. Pursuant to Section 13 of the Charter Agreement, the Member Jurisdictions may amend the Charter Agreement with the authorization and concurrence of the governing bodies of each of the Member Jurisdictions.

E. The Member Jurisdictions have the authority to enter into joint agreements pursuant to Section 15.2-1300, Code of Virginia (1950), as amended, and the Charter Agreement constitutes an agreement for the joint exercise of powers by participating political subdivisions of the Commonwealth of Virginia.

F. Based upon a review of the Charter Agreement, and the recent enactment of WIOA, the Member Jurisdictions desire to amend the Charter Agreement in accordance with this Amendment No. 1 to Workforce Investment Area III Chief Local Elected Officials Charter Agreement ("Amendment No. 1").

G. The governing body of each of the Member Jurisdictions has adopted an ordinance approving of, and concurring with this Amendment No. 1, and has authorized its respective mayor or chairman of its board of supervisors to execute this Amendment No. 1.

NOW, THEREFORE, based on the recitals set forth above, which recitals are a material part of this Amendment No. 1, and for other good and valuable consideration, the Member Jurisdictions agree and hereby amend the Charter Agreement as follows:

1. Amendment to Purpose of the Agreement.

The preamble section of the Charter Agreement entitled "PURPOSE OF THE AGREEMENT" is amended to provide at the end of the section as follows:

The Consortium acknowledges the enactment of the Workforce Investment and Opportunity Act of 2014, 29 U.S.C. §§ 3101, et seq. ("WIOA") and agrees that the Consortium, in cooperation with the WDB, a Virginia non-stock corporation, will operate in accordance with the provisions of the WIOA and the regulations and rules promulgated and adopted by the United States Department of Labor to insure success of the programs operated under the WIOA comply with all applicable federal and state laws, rules, regulations, and guidelines, and with the terms of the local plan developed for Area III.

The Member Jurisdictions, through the CLEO, acknowledge, affirm, and agree that the Workforce Investment Area III Chief Local Elected Officials Charter Agreement dated July 21, 2003, as amended, constitutes an agreement authorized by Section 15.2-1300, Code of Virginia (1950), as amended, for the joint exercise of powers by participating political subdivisions of the Commonwealth of Virginia.

2. Amend Section 8 of the Charter Agreement by deleting Section 8 in its entirety and replacing Section 8 with the following:

SECTION 8 Administration.

8.1 Grant Recipient.

The Consortium designates from its membership the local government jurisdiction of the City of Roanoke as the grant recipient for all grants funds appropriated to the Consortium for Area III pursuant to the Act of the WIOA. The City shall ensure compliance with the terms and conditions of such grants.

8.2 Fiscal Agent.

In order to facilitate and expedite the implementation and operation of the workforce development plan for Area III, the Consortium appoints the Roanoke Valley-Alleghany Regional Commission as the initial fiscal agent for the Consortium and WDB. The Consortium, with the advice and consent of the WDB and the Member Jurisdiction designated as the grant recipient, shall appoint any future fiscal agent pursuant to this Section 8.2.

The terms, conditions, duties, and responsibilities of fiscal agent shall be set forth in an agreement among the Consortium, WDB, the grant recipient designated by the Consortium, and the party designated by the Consortium as fiscal agent.

3. Amend the Charter Agreement by adding a new Section 14 to follow Section 13 and to read and provide as follows:

SECTION 14. Changes in the Act.

The Member Jurisdictions acknowledge and agree that the WIOA repeals and replaces the Act. For purposes of this Charter Agreement, the Member Jurisdictions agree that references to "the Act" or sections of "the Act," and regulations and rules adopted pursuant thereto, contained in this Charter Agreement shall hereafter include or refer to the WIOA, relevant and corresponding sections of the WIOA, and the rules, regulations, and guidelines adopted pursuant to the WIOA, as they currently exist or may be amended.

4. Effect.

Except as amended by this Amendment No. 1, the Charter Agreement remains in full force and effect in accordance with its original terms. The Member Jurisdictions acknowledge, agree, and ratify that the Charter Agreement, as amended by this Amendment No. 1, constitutes the entire charter for the establishment of the Consortium. Capitalized terms not defined in this Amendment No. 1 shall have the meaning ascribed to such terms as set forth in the Charter Agreement. This Amendment No. 1 shall take effect as of the latest date on which the governing bodies of the Member Jurisdictions have approved and concurred to this Amendment No.1.

IN WITNESS WHEREOF, the chief local elected officials of the respective Member Jurisdictions have executed this Amendment No.1 on behalf of their respective Member Jurisdictions.

Date: _____, 2015

Name: _____

Title: Mayor, City of Covington, Virginia

Date: _____, 2015

Name: David A. Bowers

Title: Mayor, City of Roanoke, Virginia

Date: _____, 2015

Name: _____

Title: Mayor, City of Salem, Virginia

Name: _____
Title: Chairman, Board of Supervisors
County of Alleghany, Virginia

Date: _____, 2015

Name: _____
Title: Chairman, Board of Supervisors
County of Botetourt, Virginia

Date: _____, 2015

Name: _____
Title: Chairman, Board of Supervisors
County of Craig, Virginia

Date: _____, 2015

Name: _____
Title: Chairman, Board of Supervisors
County of Franklin, Virginia

Date: _____, 2015

Name: _____
Title: Chairman, Board of Supervisors
County of Roanoke, Virginia

Date: _____, 2015

APPROVED AS TO FORM:

Name: _____
City of Covington Alleghany, Virginia

Date: _____, 2015

Name: Daniel J. Callaghan, City Attorney
City of Roanoke, Virginia

Date: _____, 2015

Name: Steven Yost, City Attorney
City of Salem, Virginia

Date: _____, 2015

Name: _____
County of Alleghany, Virginia

Date: _____, 2015

Name: _____
County of Botetourt, Virginia

Date: _____, 2015

Name: _____
County of Craig, Virginia

Date: _____, 2015

Name: _____
B. J. Jefferson, County Attorney
County of Franklin, Virginia

Date: _____, 2015

Name: Paul Mahoney, County Attorney
County of Roanoke, Virginia

Date: _____, 2015

**TECHNICAL & EDITORIAL AMENDMENTS TO THE WATER & WASTEWATER AGREEMENT
DATED OCTOBER 1, 2014/**

The County adopted a Water and Wastewater Agreement dated October 1, 2014 with the Town and Water Authority. As the agreement made its way to all three parties, several minor

and editorial changes were requested and it was determined to be easier to get the agreement signed by all parties and make the minor changes at a later date. The changes are requested by the Water Authority Board and their legal counsel.

Don Smith, Director of Public Works compared the requested changes and advises as does Mr. Jefferson, that the requested changes do not materially change the agreement or the County's position.

RECOMMENDATIONS:

Staff recommends that the changes shown in the red marked attached copy be approved by the Board and authorizes the County Administrator to execute the revised document.

THIS WATER and WASTEWATER SALE AGREEMENT ("Agreement"), dated as of October 1, 2014, by and between Franklin County, Virginia, (the "County") a county of the Commonwealth of Virginia, the Town of Rocky Mount, Virginia, ("Rocky Mount") a political subdivision of the Commonwealth of Virginia, and the Western Virginia Water Authority (the "Authority"), a public service authority formed and existing in accordance with the provisions of Chapter 51 of Title 15.2 of the Code of Virginia, 1950, as amended, under the Virginia Water and Waste Authorities Act §§ 15.2-5100-15.2-5158 (the "Act").

WITNESSETH:

WHEREAS, the Authority owns and operates an existing water treatment, transmission and distribution system with all complementary and appurtenant components to serve potable water approved by the Virginia Department of Health and has sufficient capacity to provide water, in addition to current customers in portions of Franklin County, to the citizens of Rocky Mount; and,

WHEREAS, Rocky Mount owns and operates an existing wastewater treatment, transmission and collection system with all complementary and appurtenant components necessary to treat wastewater approved by the Virginia Department of Environmental Quality and has sufficient capacity to provide wastewater treatment, in addition to its current customers in Rocky Mount and some existing portions of Franklin County, to additional citizens and businesses in Franklin County; and,

WHEREAS, the Authority, County and Rocky Mount agree that this Agreement affords an opportunity to extend the Authority's water transmission and distribution system further within Franklin County and into and through Rocky Mount to deliver public water service to certain additional residents and businesses in Franklin County and to supply a source of water to Rocky Mount's water distribution system; and

WHEREAS, the Authority, County and Rocky Mount agree that this Agreement affords an opportunity to extend Rocky Mount's wastewater treatment, transmission and collection system into and through Franklin County to deliver public wastewater service to certain additional residents and businesses in Franklin County; and

WHEREAS, all parties agree that the long term interests of the citizens of Rocky Mount and the County will be best served by the extension of the Authority's water transmission and distribution system and by extension and connection to Rocky Mount's wastewater treatment, transmission and collection system, including any necessary infrastructure such as water tanks, pump stations, and treatment equipment needed to connect;

NOW THEREFORE, in consideration of the mutual benefits accruing to each party, the parties do hereby agree as follows:

1. Financing and Capital Contributions in Aid of Construction. The parties anticipate that the Authority will provide the financing for an initial water transmission main extension ^("INITIAL WATER EXTENSION") connecting the Authority's existing water distribution system in the County with Rocky Mount's water distribution system. Rocky Mount will pay, via a reimbursement to the Authority, seventy-five percent (75%) of the annual debt service on a schedule and terms to be agreed to by Rocky Mount and the Authority over the term of the ^{bonds to be issued by the Authority} bond-issue ("Capital Contributions in Aid of Construction"), and that the bond issue will be secured as a parity pledge of the water revenues ^{generated by it and future extensions from it} of the Authority and by a moral obligation by the Town of Rocky Mount, Virginia. The County agrees not to request financial participation from Rocky Mount for any Pass Through Water Extensions referenced in Section 4.

The parties anticipate that the Authority will provide the financing for an initial wastewater transmission extension from the Authority's wastewater service area in Franklin County ^("INITIAL WASTEWATER EXTENSION") connecting to Rocky Mount's wastewater collection system. The County will pay, via a reimbursement to the Authority, seventy-five percent (75%) of the annual debt service on a schedule and terms to be agreed to by the County and the Authority over the term of the ^{to be issued by the authority} bond issue ("Capital Contributions in Aid of Construction"), and that the bond issue will be secured as a parity pledge of the wastewater ^{revenues of the Authority and by a moral obligation by} ^{be the initial wastewater extension and future extensions from it} revenues of the Authority and by a moral obligation by Franklin County, Virginia. The County agrees not to request financial participation from Rocky Mount for any Wastewater Extensions referenced in Section 5.

2. Retail Customer Water and Wastewater Service Rates and Fees. The parties agree that all customers in Franklin County connecting or required to be connected to the ^{INITIAL WATER} ~~water~~

~~transmission main extension and to other future extensions in Franklin County from the water transmission main extension~~ including Pass Through Extensions as defined in Section 4 shall be customers of the Authority; that they will pay the Authority's connection, availability and other fees as applicable; and that these customers will pay the Authority's published rates for water service in Franklin County.

The parties agree that all of the customers in Franklin County connecting or required to be connected to the ~~wastewater main extension and to other future extensions in Franklin County~~ ^{INITIAL WASTEWATER EXTENSION} ~~from the wastewater main extension~~ shall be customers of the Authority; that they will pay the Authority's connection, availability and other fees as applicable; and that these customers will pay the Authority's published rates for wastewater service in Franklin County.

3. ^{MINIMUM PURCHASE} Wholesale Water and Wastewater Service Rates and Fees; Upon completion of an ~~initial extension from the Authority's water system to Rocky Mount~~ ^{the INITIAL WATER EXTENSION}, the Authority agrees to sell water to Rocky Mount and Rocky Mount agrees to buy water from the Authority for resale to Rocky Mount customers. The Authority agrees that for the duration of this Agreement there will be no reduction in the quantity of water supplied under this Agreement except under the conditions noted herein. The Authority agrees to make a minimum of 500,000 gallons per day available to Rocky Mount, provided that the Authority has sufficient sources of raw water. There is no minimum purchase requirement by Rocky Mount. Water used to supply the Pass Through Water Extensions created under section 4 of this agreement will be offset by an equal amount of water drawn from the interconnection with the Authority unless an alternate arrangement is requested by a party and agreed to by all parties.

The Authority will sell bulk water service to Rocky Mount on substantially the same terms it sells bulk water to other localities, except under the conditions noted herein. The Bulk Water Rate shall be determined by multiplying the Authority's second tier retail water rate, currently \$3.50 per thousand gallons, by 0.75, rounding down to the nearest tenth of a cent. The Bulk Water Rate will be stated as a cost per thousand gallons (\$/Kgal) and is \$2.60 at the time of this Agreement ($\$3.50 \text{ per Kgal} \times 0.75 = \2.625 , rounded down to \$2.60 per Kgal).

The Authority may from time to time request Rocky Mount to draw water at no charge to aid in flushing and maintenance of water quality by the authority.

Upon completion of ~~an~~^{the} initial extension ~~from Rocky Mount's wastewater system to the Authority's service area in Franklin County~~, Rocky Mount agrees to sell ~~wastewater service~~^{bulk} to the Authority and the Authority agrees to buy ~~wastewater service~~^{bulk} from Rocky Mount for resale to its customers in Franklin County. Rocky Mount agrees that for the duration of this Agreement there will be no reduction in the quantity of wastewater capacity supplied under this Agreement except under the conditions noted herein. Rocky Mount agrees to ~~make~~^{treat} 400,000 gallons a day available to the Authority provided that Rocky Mount has sufficient wastewater plant permit capacity or pump station capacity available. Rocky Mount's wastewater treatment plant is licensed to treat 2 million gallons a day and has an average demand of 800,000 gallons a day at the date of this agreement. Rocky Mount and the Authority agree that additional capacity can be requested and negotiated in the future and that capacity will be provided if it is within the technical and licensure limits of the Rocky Mount wastewater treatment plant. In the event that the requested capacity exceeds the plant's capacity and or pump station capacity, Rocky Mount reserves the right to expand the plant's treatment capacity and ~~pump station capacity~~ and to negotiate an amendment to this agreement addressing the impacts of such an expansion to meet the needs of the Authority and the County.

Rocky Mount will sell bulk wastewater service to the Authority, except under the conditions noted herein. The Bulk Wastewater Rate shall be determined by multiplying the Authority's second tier retail sewer rate, currently \$3.50 per thousand gallons, by 0.75, rounding down to the nearest tenth of a cent. The Bulk Wastewater Rate will be stated as a cost per thousand gallons (\$/Kgal) and is \$2.60 at the time of this Agreement ($\$3.50 \text{ per Kgal} \times 0.75 = \2.625 , rounded down to \$2.60 per Kgal).

4. Pass Through Water Extensions. The parties agree and concur that the Authority may, in conjunction with the County, wish to extend the Authority's water distribution system via additional extensions within Franklin County. These additional extensions may be sought in the form of extensions from Rocky Mount's water distribution system, which requires water to pass from the Authority's distribution system through Rocky Mount's water distribution system and then into new Authority constructed water lines in other areas of Franklin County (the

"Pass Through Extensions"). Requests for such Pass Through Extensions from the Authority to Rocky Mount will be considered and administratively approved individually based on the technical and engineering feasibility of each pass-through extension with the feasibility to be determined by an engineer who has experience in water systems in general. Such engineer shall be mutually agreed to by the Authority, Rocky Mount, and the County. Feasibility shall consider the potential for any negative impacts, including water quality, on Rocky Mount's water system and its users and a lack of negative impact would result in a determination that such extension was feasible. In addition, pass through requests shall include a review of the capital expenses, if any, required to support the Pass Through Extension usage. The Authority has the right to implement any capital expenses identified to support the Pass Through Extension. Water use at each Pass Through Extension will be metered by the Authority, accounted for and credited to Rocky Mount against water purchased from the Authority. Such Pass Through Extensions will be operated as consecutive systems unless agreed otherwise by all parties and as a consecutive system, the Authority is responsible for the regulatory compliance of the extensions and the customers' connections to those extensions.

5. Wastewater Extensions. The parties agree and concur that the Authority may, in conjunction with the County, extend Rocky Mount's wastewater collection system via additional extensions within Franklin County. Requests for such Wastewater Extensions from the Authority and the County to Rocky Mount will be considered and administratively approved individually based on the technical and engineering feasibility of each determined by an engineer who has experience in wastewater systems. Such engineer shall be mutually agreed to by the Authority, Rocky Mount and County. Feasibility shall consider the potential for any negative impact, including effects on Rocky Mount's wastewater system, the quality of the receiving water at the plant's discharge point, other users, and the licensure status of the plant. A lack of negative impact would result in a determination that such extension was feasible. In addition, Wastewater Extension requests shall include a review of the capital expenses, if any, required to support the Wastewater Extension. The Authority and the County have the right to implement any capital expenses identified to support the Wastewater Extensions. Wastewater discharged to Rocky Mount's wastewater treatment plant at each Wastewater Extension will be

metered by the Authority or measured using customer water consumption records multiplied by a factor of 1.2 to account for inflow and infiltration. Example: If an extension generates 10,000 gallons per month of wastewater as determined by adding up the monthly water meter records for wastewater customers connected to the line, the total billed wastewater flow would be 1.2 * 10,000 gallons or 12,000 gallons. Such Wastewater Extensions will be operated as consecutive systems unless otherwise agreed to by all parties and will require all parties to operate the consecutive systems. As a consecutive system, the Authority is responsible for the regulatory compliance of the extensions and the customers connecting to those extensions with the exception that Rocky Mount may require implementation of the Commonwealth of Virginia's and Rocky Mount's pretreatment regulations as it relates to any customer connected to any Wastewater Extension. Rocky Mount and the Authority pledge to enter into the ~~standard~~ ^{a pre treatment agreement substantially similar to The UNITED STATES ENVIRONMENTAL PROTECTION AGENCY'S} EPA Multijurisdictional Agreement for Pretreatment.

6. Approval of Extensions & Improvements to the Proposed System. Initial ^{WATER} ~~main~~ extensions, ~~Pass Through Extensions~~, and Wastewater Extensions must be approved by the Franklin County Administrator and Town of Rocky Mount Manager. Rocky Mount agrees that Pass Through Extensions and Wastewater Extensions shall be permitted by right from Rocky Mount's water system and wastewater system, provided ^{notice is given to the county and Rocky Mount} they are constructed and operated ^{and} under the terms of this Agreement. Rocky Mount and the County also agree to cooperate with the Authority on such matters as regulation of the construction and operation of water systems and wastewater systems, mandatory connections for new customers, and other legislative matters to provide the jurisdictional and legal basis for the development of water and wastewater initial main extensions, Pass Through Extensions and Wastewater Extensions consistent with the Authority's published rules and regulations.

7. Water Restrictions. If the Authority decides to restrict water usages or withdrawals due to droughts, emergencies, or other conditions or circumstances, any reductions or restrictions placed on water sold to Rocky Mount shall be the same as placed on all other Authority customers.

8. Wastewater Discharge Restrictions. If Rocky Mount decides to restrict wastewater discharge due to emergencies, or other conditions or circumstances, any reductions or restrictions placed on wastewater discharged by Authority customers shall be the same as placed on all other Rocky Mount customers.

9. Quality, System Responsibility and Technical Feasibility. The quality and pressure of the water delivered under this Agreement including Pass Through Extensions shall be sufficient for fire flow needs (if practical) and shall meet the requirements of the Virginia Department of Health and other state or federal agencies which have jurisdiction over public water supplies. The water provided by the Authority shall not contain specific contaminants that would result in noncompliance with the Virginia Department of Health or other applicable state or federal agency permit requirements or regulations. The Authority shall at least annually provide Rocky Mount with the most recent water quality analysis of the water sold by a mutually agreed upon date that will allow Rocky Mount sufficient time to comply with any water quality reporting requirements.

The quality of the wastewater delivered under this Agreement shall meet the sewer use requirements of Rocky Mount's pretreatment program and the Multijurisdictional Agreement for Pretreatment and shall not contain specific contaminants that would inhibit the operation of Rocky Mount's wastewater treatment plant or result in noncompliance with Virginia Department of Environmental Quality or other applicable state or federal agency permit requirements or regulations. The Authority agrees to provide Rocky Mount pretreatment information on permitted customers in Franklin County to meet state or federal reporting requirements. Each party shall be responsible for the maintenance, upkeep, improvement, inflow and infiltration control, wastewater quality and biological load, pretreatment, water quality and water loss in their respective systems. Rocky Mount reserves the right to set parameters for odor and the presence of aerobic conditions. In the event of a planned improvement for the purpose of adding additional capacity to either the Authority's water or wastewater system or Rocky Mount's water or wastewater system, each party shall be given a reasonable opportunity at its own cost to participate in the planning and installation of such improvements.

10. Billing and Payment. The Authority shall be responsible for maintaining bulk water meters and wastewater meters, if utilized, and for calculation of bulk bills. The measurement basis shall be in gallons. The Authority will submit a water bill to Rocky Mount on a monthly basis, detailing the amount due from Rocky Mount for water purchased. The Authority will submit a wastewater statement, along with payment, to Rocky Mount on a monthly basis, detailing the amount owed Rocky Mount for wastewater discharged. Each party at its respective expense shall have the right to test and verify the accuracy of all bulk meters. If the accuracy of a tested meter is less than 95% or more than 105%, then adjustments shall be made to reflect the correct usage for the most recent ninety (90) day period.

11. Term; Rights on Termination. The term of this Agreement shall be thirty (30) years beginning October 1, 2014 and ending September 30, 2044, unless renewed, terminated or otherwise extended as provided herein. If the Authority or Rocky Mount or the County ^{do} does not notify the other parties of its intent to terminate or renew this Agreement, it shall automatically and without further action on the part of the Authority or Rocky Mount or the County be extended in five year increments, unless and until the Authority or Rocky Mount or County notifies the other parties at least one year in advance of its intent to cease to be a party to this Agreement at the end of the five year term.

Should Rocky Mount, the Authority or the County cease to be a party to this Agreement, title to facilities, extensions, or other assets within Franklin County constructed or provided by the Authority or subsequently acquired by the Authority shall vest and remain vested in the Authority in fee simple. Should the County withdraw as a member of the Authority, the procedures, including disposition of facilities, extensions, or other assets, shall be governed by the Code of Virginia under the terms of the Act. Any facilities within the town limits of Rocky Mount shall revert to Rocky Mount, in fee simple. Rocky Mount shall retain the right to purchase water from the Authority or County, should the County ^{withdraw from the} ~~leave the~~ Authority, under terms to be negotiated but substantially similar to this agreement. ^{SUCH TERMS SHALL INCLUDE} The Authority or County, should the County ^{withdraw from} ~~leave~~ the Authority, shall retain the right to purchase wastewater service from Rocky Mount under terms to be negotiated but substantially similar to this agreement.

PAYMENT OF OUTSTANDING DEBT

12. No Waiver. The failure of any party to insist upon strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy. No waiver by any party of any term or provision of this Agreement shall be deemed to have been made, unless expressed in writing and approved by all parties.

13. Integration of Provisions. If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, then the remaining parts of this Agreement shall not be affected.

14. Governing Law. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Virginia.

15. Notices. All notices or other communications required or desired to be given with respect to this Agreement shall be in writing and shall be delivered by hand or by courier service or sent by registered or certified mail, return receipt requested, bearing adequate postage and properly addressed as provided below. Each notice given by mail shall be deemed to have been given and received when actually received by the party intended to receive such notice or when such party refuses to accept delivery of such notice. Upon a change of address by any party, such party shall give written notice of such change to the other parties in accordance with the foregoing. Inability to deliver because of changed address or status of which no notice was given shall be deemed to be receipt of the notice sent effective as of the date such notice would otherwise have been received.

To the Authority:

Western Virginia Water Authority

601 S. Jefferson

Roanoke, Virginia 24011

Attention: Executive Director, Water Operations

With copy to:

Harwell M. Darby, Jr.

Glenn, Feldmann, Darby & Goodlatte

P. O. Box 2887 (24001)

210 First Street, S.W., Suite 200

Roanoke, Virginia 24011

To Franklin County:

Franklin County Board of Supervisors

1255 Franklin Street, Suite 112 Rocky Mount, Virginia 24151

Attn: County Administrator

With copy to:

B. James Jefferson, Esquire

5 East Court Street, Suite No. 101

Rocky Mount, Virginia 24151

To The Town of Rocky Mount:

Rocky Mount Town Council

345 Donald Ave.

Rocky Mount, VA 24151

Attn: Town Manager

With copy to:

John Boitnott, Esquire
 Town of Rocky Mount Attorney
 5 East Court Street, Suite 301
 Rocky Mount, VA 24151

16. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the Authority and both the Town and County and their respective successors and assigns. The rights and obligations of this Agreement may not be sold, assigned or transferred at any time without prior written consent of all the parties, which consent will not be unreasonably withheld.

17. Subject to Future Appropriations. The obligations of the Town ^{to make debt service} ~~under this Agreement~~ shall be subject to and dependent upon appropriation being made from time to time by the Town Council for such purpose. Any other provision to the contrary notwithstanding, this Agreement and the obligations herein shall not constitute a debt of the Town within the meaning of any limitation on indebtedness of the Town under any constitutional or statutory limitation, and nothing in this Agreement shall constitute a pledge of the full faith and credit of the Town under any provision of its Charter, as applicable, or the Constitution of Virginia. The failure of the governing body of the Town to appropriate funds in any year for payment in full of the payments required by the Authority as herein provided, or any other provision of this Agreement during such year, shall ipso facto terminate this Agreement without any further liability on the part of the Town of any kind, thirty (30) days after the Town Council makes a final determination not to appropriate funds for this Agreement for the current fiscal year.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior understandings and writings. This Agreement may be amended or modified only by a writing signed by the Authority and the Town and County.

payments to the authority under section 1 of this agreement

19. Force Majeure. No party shall be liable for any failure to perform its non-monetary obligations under this Agreement due to any cause beyond its reasonable control such as wars, riots, civil commotion, strikes, labor disputes, embargoes, natural disasters, and Acts of God, or any other cause or contingency similarly beyond its control.

20. Including. In this Agreement, whenever general words or terms are followed by the word "including" (or other forms of the word "include") and words of particular and specific meaning, the word "including" (or other forms of the word "include") shall be deemed to mean "including without limitation," and the general words shall be construed in their widest extent and shall not be limited to persons or things of the same general kind or class as those specifically mentioned in the words of particular and specific meanings.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single document.

22. Resolution of Disputes. In the event of a dispute among the parties hereto, each is bound to participate in a process of mediation with a mediator to be selected by them (and if they are unable to select a mediator, each name one and those named select the mediator) with a view toward using their good faith efforts to resolve the dispute with the help of the mediator and the mediation process. Only when the mediator certifies in writing that each has used good faith efforts to resolve the dispute may any party institute legal proceedings to resolve a dispute under this Agreement.

Western Virginia Water Authority

Michael McEvoy Gary Robertson

By: Gary Robertson / Michael McEvoy
Its: Executive Directors

STATE OF VIRGINIA)
) to - wit:
CITY/COUNTY OF Roanoke)

The foregoing instrument was acknowledged before me this 29 day of January, 2015 ~~2014~~, by Gayle Shrewsbury of the Western Virginia Water Authority.

Notary Public

My commission expires: 9/30/2018



TOWN OF ROCKY MOUNT, Virginia

Steven C. Angle

By: Steven C. Angle

Mayor

Town of Rocky Mount

Approved as to form:

John T. Boitnott

John T. Boitnott, Town Attorney

STATE OF VIRGINIA)

)

to - wit:

CITY/COUNTY OF Franklin)

The foregoing instrument was acknowledged before me this 18th day of March, ~~2014~~²⁰¹⁵, by Steven C. Angle, Mayor of the Rocky Mount Town Council.

Stacey Bowles Henk

Notary Public

My Commission expires: April 30, 2019



FRANKLIN COUNTY, Virginia

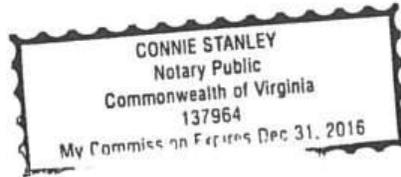
Richard E Huff
By: Richard E. Huff II
Administrator, Franklin County

STATE OF VIRGINIA)
) to - wit:
CITY/COUNTY OF Franklin

The foregoing instrument was acknowledged before me this 8 day of January, 2016 by Richard E. Huff II, Franklin County Administrator.

Connie Stanley
Notary Public

My commission expires: 12-31-2016



(RESOLUTION #01-06-2015)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to approve the consent agenda items as presented above, except for item #7 (School CIP Request) which is being pulled for consideration next month.

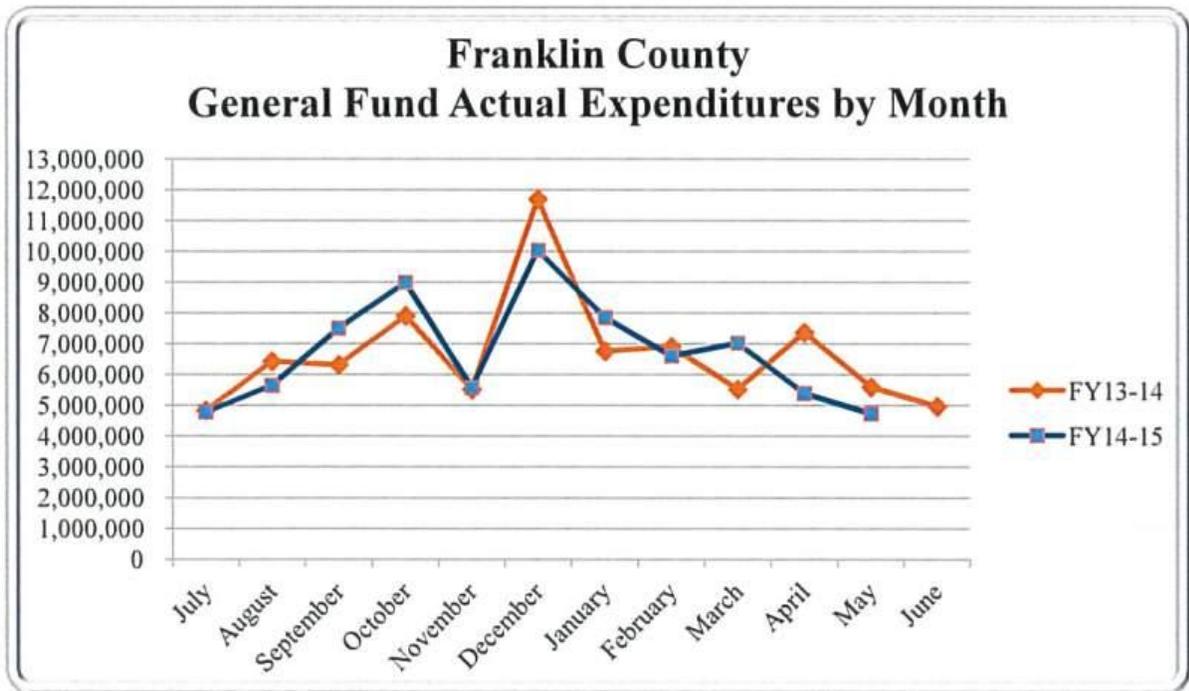
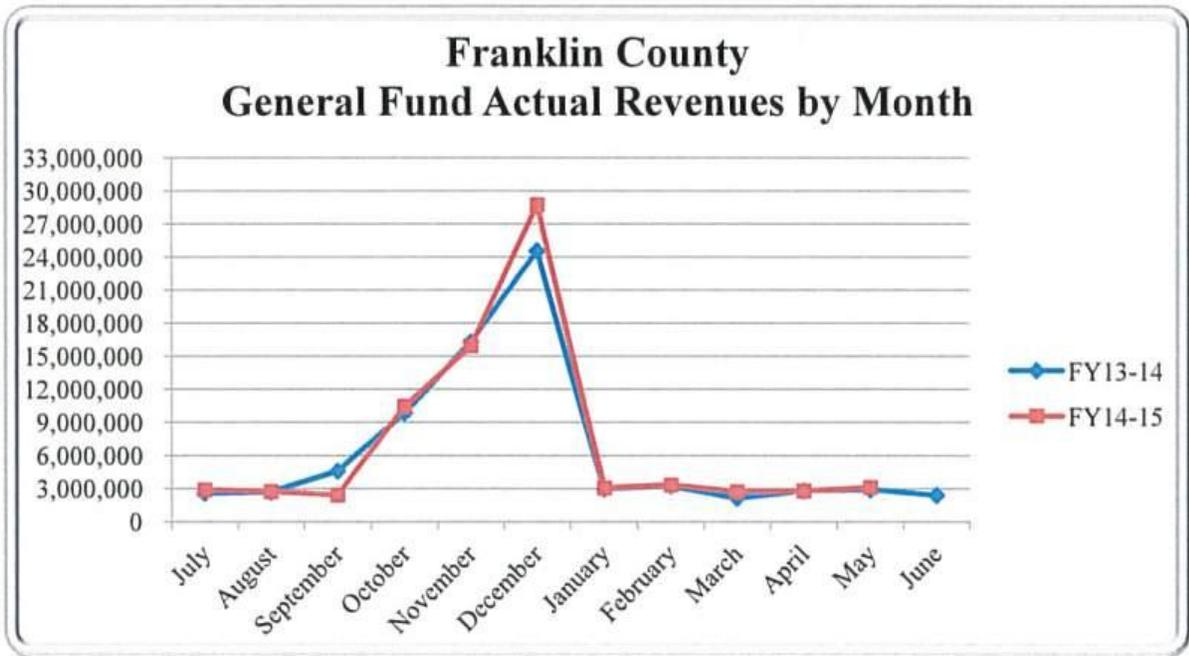
- MOTION BY: Bob Camicia
- SECONDED BY: Bobby Thompson
- VOTING ON THE MOTION WAS AS FOLLOWS:
- AYES: Mitchell, Thompson, Reynolds, Camicia, Thompson & Wagner
- ABSENT: Brubaker

MONTHLY FINANCIAL REPORT

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

Franklin County
Cash Basis Revenue and Expenditure Summaries (Unaudited)
General Fund and School Fund Only
For The Eleven Months Ending May 31, 2015 and 2014

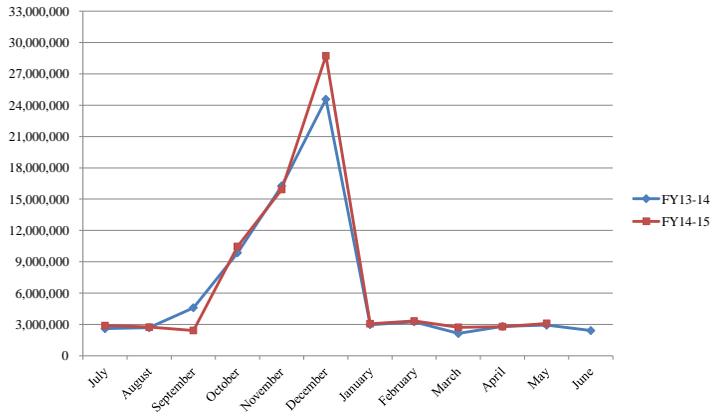
REVENUES:	Budget and Appropriations Current Year	Actual Year to Date Revenues	Balance To Be Realized	Percent of Budget	Prior Year Actual At This Date
General Property Taxes	47,699,410	48,370,552	671,142	101.4%	46,348,483
Other Local Taxes	11,040,728	10,496,801	(543,927)	95.1%	9,173,858
Permits, Fees and Licenses	438,240	468,576	30,336	106.9%	333,039
Fines and Forfeitures	98,000	148,977	50,977	152.0%	88,013
Revenue from the use of Money and Property	1,139,883	618,389	(521,494)	54.3%	1,043,983
Charges for Services	2,626,826	2,260,323	(366,503)	86.0%	2,549,222
Miscellaneous Revenue	439,736	629,593	189,857	143.2%	472,324
Recovered Costs	545,806	755,504	209,698	138.4%	465,652
Revenue from the Commonwealth	15,766,922	14,309,425	(1,457,497)	90.8%	14,106,532
Federal Government	199,735	139,551	(60,184)	69.9%	101,881
Subtotal	<u>79,995,286</u>	<u>78,197,691</u>	<u>(1,797,595)</u>	97.8%	<u>74,682,987</u>
Fund Balance/Carryover Funds	2,141,481				
Total General Fund	<u>82,136,767</u>				
Schools					
Cafeteria, Misc, State, Federal	49,814,309	44,240,981	(5,573,328)	88.8%	42,900,437
Local Funding from County	33,768,223	31,754,662	(2,013,561)	94.0%	30,994,146
Total School Fund	<u>83,582,532</u>	<u>75,995,643</u>	<u>(7,586,889)</u>	90.9%	<u>73,894,583</u>
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	4,472,416	3,948,508	523,908	88.3%	3,630,810
Judicial Administration	2,371,954	2,287,601	84,353	96.4%	2,068,315
Public Safety (Sheriff, Corrections, EMS)	13,633,907	11,460,835	2,173,072	84.1%	12,148,071
Public Works	3,571,331	2,818,486	752,845	78.9%	2,829,762
Health and Welfare	11,783,847	10,465,009	1,318,838	88.8%	10,029,454
Parks, Recreation, Libraries, Cmty Colleges	2,046,570	1,711,020	335,550	83.6%	1,705,863
Community Development	3,107,706	2,540,315	567,391	81.7%	2,268,059
Transfers to Schools, Capital, Debt	41,149,036	38,952,972	2,196,064	94.7%	40,201,992
Total General Fund	<u>82,136,767</u>	<u>74,184,746</u>	<u>7,952,021</u>	90.3%	<u>74,882,326</u>
School Fund	<u>83,582,532</u>	<u>75,391,612</u>	<u>8,190,920</u>	90.2%	<u>73,151,332</u>



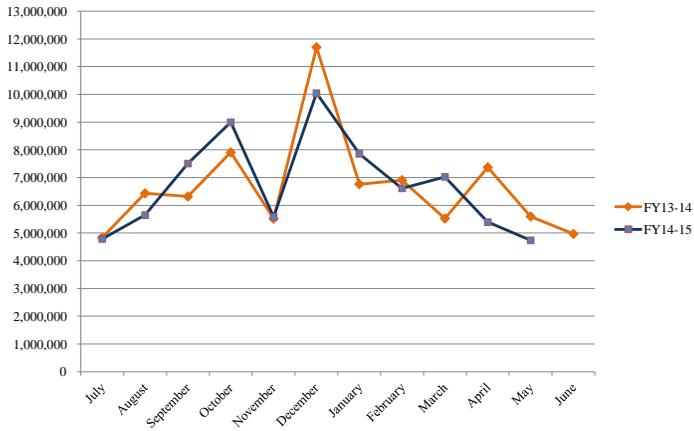
Franklin County

June 2015
Finance Report

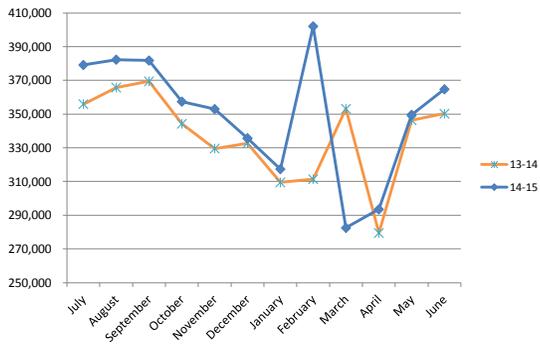
**Franklin County
General Fund Actual Revenues by Month**

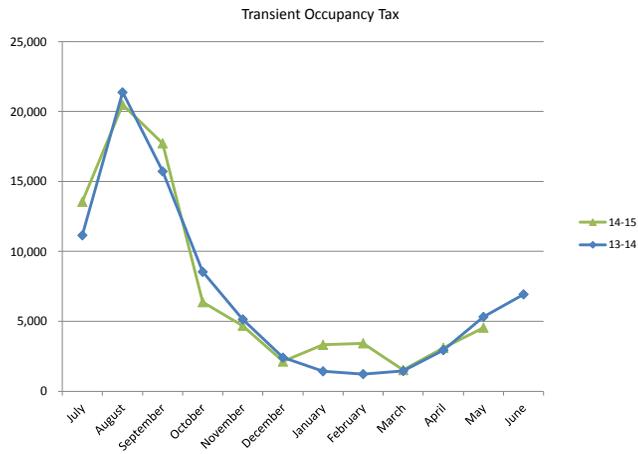
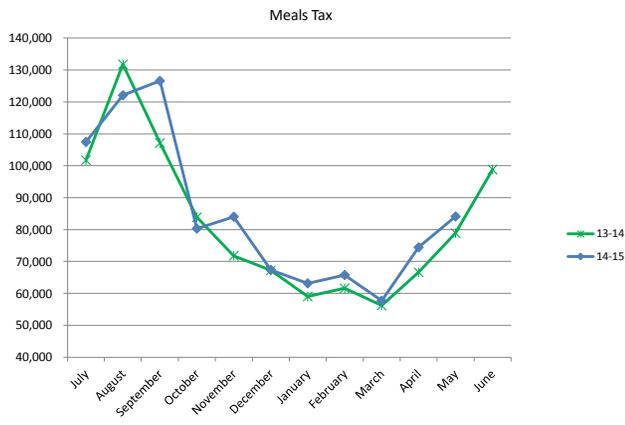


**Franklin County
General Fund Actual Expenditures by Month**



Local Sales Tax





**Franklin County
General Fund Cash Balance
(in Million of Dollars, as of Month-End)**

	<u>FY10-11</u>	<u>FY11-12</u>	<u>FY12-13</u>	<u>FY13-14</u>	<u>FY14-15</u>
July	14.3	13.2	16.0	16.1	13.9
August	12.7	12.3	15.4	12.3	10.9
September	9.8	8.1	10.3	10.8	6.0
October	11.7	12.5	5.8	12.6	7.3
November	24.9	22.8	18.7	23.5	17.8
December	36.4	34.8	38.1	36.3	32.8
January	33.0	31.2	34.6	32.1	31.7
February	30.1	27.2	30.8	28.9	28.4
March	28.4	24.7	28.9	25.5	24.1
April	25.0	24.1	26.4	20.9	21.5
May	21.7	21.5	23.0	18.3	19.8
June	15.8	17.6	18.5	15.9	16.6

Anticipated Departmental Savings & Reallocations

**Franklin County
General Fund Cash Balance Analysis
June 30, 2015**

Estimated Cash Balance on June 30, 2015	\$16.6 million
Subtractions:	
School Carryover Funds Budgeted for FY15-16	\$635,276
Estimated County Carryovers	\$750,000
	\$1,385,276
Total Remaining After Subtractions	\$15,214,724
GFOA Recommended Level at June 30, 2015	\$13,296,381
Remaining Balance	\$1,918,343

Recommendation:	
Landfill Loader Replacement	\$350,000
Veterans Park Erosion Control	\$100,000
Franklin Center Furniture	\$30,000
Courthouse HVAC and Carpet Replacement	\$104,106
Solid Waste Collection Center Project	\$250,000
Part Time Court Security for Second Juvenile Court	\$10,000
Future Economic Development Projects	\$950,000
Health Insurance Reserve	\$100,000
	\$1,894,106
Total	\$1,894,106

(RESOLUTION #02-06-2015)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to approve the submitted Departmental Savings & Reallocations recommendation as reviewed and noted above.

MOTION BY: Bob Camicia

SECONDED BY: Ronnie Thompson

VOTING ON THE MOTION WAS AS FOLLOWS:

AYES: Mitchell, Thompson, Reynolds, Camicia, Thompson & Wagner

ABSENT: Brubaker

WESTERN VIRGINIA REGIONAL INDUSTRIAL AUTHORITY UPDATE

John Hull, Director of Market Intelligence, Roanoke Regional Partnership, presented the following PowerPoint Presentation:



WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY SITE STUDY RESULTS



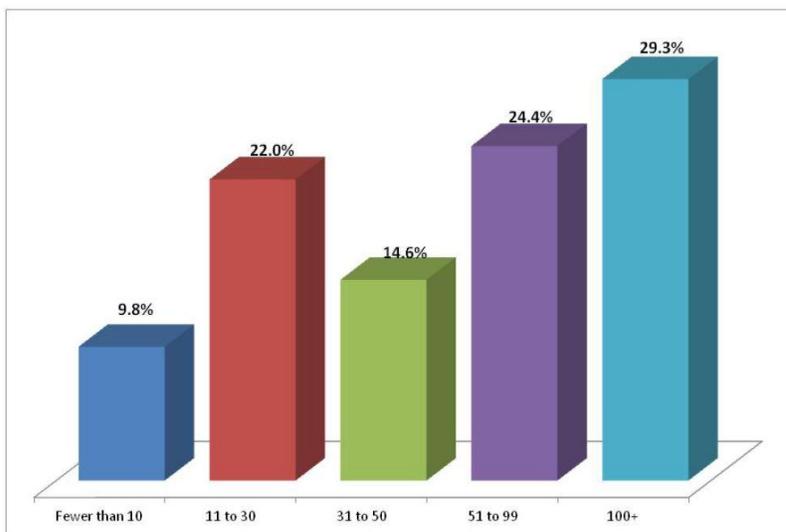
SITE SELECTION PROCESS



- Right to Work state
- Geographic positioning (logistics)
- Industry presence (specific skills/services)
- Transportation access
- Other resources (land/buildings, utilities, training)



REAL ESTATE DEMAND





REAL ESTATE DEMAND

	50 Acres or More	Less than 50 Acres
Jobs	500	150
Investment	\$200M	\$40M



REAL ESTATE SUPPLY

Location	Contiguous	Shovel Ready	Pad Sizes	Interstate	Rail	Gas
Botetourt Center at Greenfield	100	Yes	8.5	3	No	Yes
Roanoke Co. Center for Res. & Tech.	57	Yes	11.0	-2	No	Yes
Roanoke Centre for Indus. & Tech.	54	Yes	7.2 – 18.6	3	No	Yes
Franklin Rocky Mount Industrial Park	49	No	-	+5	Yes	No
Copty Property	18	No	-	3	No	Yes
Vinton Business Park	18	Yes	6.5	4.5	No	Yes
Tripple Creek Industrial Site	18	No	-	+5	No	No
Valley Tech Park	8.4	Yes	8.4	2	No	Yes

“In regards to real estate, the Roanoke Region is not competitive for projects that require 40+ acres of developable, ready-to-go property.” - quote from VEDP



REGIONAL ANALYSIS

Goal: Identify Single User Industrial Site Opportunities of At Least 100 Acres

Locality	Parcels	# 50+ acres
Botetourt County	20,282	1,058
Roanoke County*	46,412	607
City of Roanoke	44,499	29
City of Salem	10,594	8
Franklin County	43,726	2,235
Total Parcels	165,530	3,937

* Town of Vinton is included in Roanoke County figures



SITE SELECTION

Stage 1	165,530	Criteria
Slope Analysis	157,979	Less than 30% of the parcel is covered by slope that is greater than 10%
Karst Features	155,883	Parcels that do not contain any Karst Features
Wetland Coverage	155,297	Parcels that have less than 25% of area covered by a wetland
Zoning	34,901	parcels that are not zoned Residential, and are 1500' feet from residential zoning
Threatened & Endangered Species	34,821	Parcels that do not contain any Threatened and Endangered Species
Major Roads	19,406	Parcels that are 3 miles from a 4 lane road
National Forest	19,310	Parcels that do not contain any National Forests
Stage 2	19,310	Criteria
Electric	16,848	Parcel must be within two miles
Water	3,614	Parcel must be within two miles
Sanitary Sewer	1,996	Parcel must be within two miles



EVALUATION CRITERIA

- 100 acres minimum
- Limited number of landowners
- Avoid floodplain locations
- Average slope <5% for minimum 80 acre pad
- Maximize buffer from residential areas
- Regular configuration (square or rectangular shape)
- Preference for high visibility/highway access
- Utilities (power, water, sewer, fiber, natural gas) within 2 miles



SITES BY LOCALITY

Locality	Number of Sites
Botetourt County	3
Franklin County	1
Roanoke City	1
Roanoke County	4
Salem City	0
Town of Vinton	0
Botetourt / Roanoke	1
Total Sites	10



SITES BY SIZE

Site Size Range	Number
< 100 acres	0
100 to 200	6
200 to 500	2
>500 acres	2
Total Sites	10



TOP THREE SITE SUMMARY

	Site 1	Site 2	Site 3
Acreage	135	153	860
Developable Acreage	119	139	579
Total Cost Estimate	\$18,950,000	\$21,070,000	\$53,478,000
Potential Yield	8,890 SF/acre	7,520 SF/acre	3,580 SF/acre
Closest Water	12" adjacent	16" adjacent	12" adjacent
Closest Sewer	8" adjacent	10" and 8" adjacent	8" adjacent
Property Owners	11	1	4



NEXT STEPS

- Funding model
 - Ongoing administrative costs
 - Additional characterization/due diligence
- Due diligence
- Site control
- Site improvement and preparation
- Marketing

ANIMAL SHELTER UPDATE

Daryl Hatcher, Director of Public Safety and Cindy Brooks, Animal Control Manager, stated staff presented a preliminary report to the Board of Supervisors works session in January of this year outlining numerous structural issues at the current animal shelter. The report identified structural deficiencies and specified how additional space is needed to house animals surrendered to the

county as well as those that are picked up by officers. In April, staff delivered the needs assessment report to the Board of Supervisors and requested permission to move forward and identify a potential site to construct a new animal shelter facility.

The objectives developed by staff to select a suitable shelter construction site were to keep the facility centrally located in the county, locate the facility in a location that provided easy access for the public, and for the site to be affordable or already owned by the county. Other factors were the availability of utilities such as water and electric services and for the location to have minimal site development costs.

Public Safety staff has worked with staff from GIS and Public Works to find a suitable location which is literally next door to the current facility located adjacent to Larc Field on the access road to the current animal shelter. Landfill staff has identified the grassy field across from the Larc ball field as an area that can be excavated and has confirmed this with the Department of Environmental Quality.

The site has several conveniences that will be realized moving forward. First, the site is easy to find since the current facility is next door. Second, since the site is fairly level and free of trees it will cost less for site development. Finally, the site is on property already owned by the county so there will be no site acquisition costs associated with the project. An additional benefit is improved parking for Larc Field as the field and the shelter can share a common parking area. The site also has easy access to US 220 and should be easily located by the public. There are concerns that the water supply may be an issue due to the high levels of iron in the water supply to the existing shelter. A potential benefit exists however in that public works staff feels the county may be able to tie the existing drain field into the new facility to reduce the amount of drain fields needed for the new facility.

Staff asked GIS to determine if the shelter facility could be constructed on the site. The attached photograph depicts how a potential 6000 square foot building could fit into the Larc Field parking site. In the report from Shelter Planners completed on March 5, the study looked at data collected by the Animal Control Division as well as data supplied by the Franklin County Humane Society to determine the size of the facility based on demonstrated needs. Additionally, the report considers the average length of stay for dogs and cats as well as surge capacity that occurs during seasonal peak demands that are typically seen locally during the spring and early summer months.

The study offered two sizing scenarios – one was based on the length of stay to meet the minimum state guidelines the second was based on the county's current policy which holds animals for 15 days for animals that arrive at the shelter with identification. The study determined that a 6000 square foot facility is needed for Franklin County to maintain their current holding period and meet future demands for at least 20 years.

It is necessary to consider length of stay to determine building size as the county is required by state law to hold stray animals a minimum of 5 full days without a collar or identification. The state minimum does not allow the county to count the day the animal arrived and the day the animal exits the shelter into that 5 day total. As such, the actual minimum amount of time that an animal without identification is held at the shelter is 7 days. For animals with identification, the state requirement is that it must be held for a minimum of 10 full days which equates to an actual holding period of 12 days. The state requirements were written to allow owners of lost pets to have time to come to the shelter to attempt to locate their animals prior to the expiration of the holding time.

There was an option presented in the report that reduced the size of the proposed shelter to 3972 sq. ft. from 6072 sq. ft. This model had 29 dog spaces and 11 cat spaces with an available length of stay of 15 days for dogs and 10 days for cats. This option does meet the state requirements for the 10 day length of stay but the model has 5 fewer cat holding spaces than the current facility. Although, it does offer 12 additional dog spaces it isn't considered a viable option based on the limited number of holding spaces. The shelter already operates the 16 cat holding facility at maximum capacity almost all the time. The 3972 sq. ft. option would not sufficiently allow for the annual seasonal peak demand that occurs during the spring and summer months. Problems with this model are anticipated to begin immediately as it is not capable of handling current demand and will certainly be too small to handle future needs.

Animal Control policy currently holds all dogs for 15 days and cats for 10 days due to space limitations at the current facility.

Results of the study recommends a new facility that is approximately 6024 square feet to meet the current and future needs of the county based on the information examined in the report. Using recent shelter construction costs (+/- \$215 - \$240 per sq. ft) as a basis, the estimated building costs are between \$1,308,340 and \$1,460,472. Based on bid history of other Virginia shelter projects, Shelter Planners itemized the costs as follows understanding that projects costs vary from project to project:

New Construction	(+/- \$215 to \$240 per Square Foot)		
Site Work 16%	\$ 209,334	to	\$ 233,676
General Building 84%	\$1,099,005	to	\$1,226,796
Anticipated Totals 100%	\$1,308,340	to	\$1,460,472

The General Building Category contains the following cost estimates:

General Construction 60%	\$ 659,403	to	\$ 736,078
HVAC 24%	\$ 263,761	to	\$ 294,431
Plumbing 9%	\$ 98,910	to	\$ 110,412
Electrical 7%	\$ 76,930	to	\$ 85,876
Building Totals 100%	\$1,099,005	to	\$1,226,796
**Salliport (optional)	(+/- \$125	to	\$150 per Square Foot)
Anticipated Total 100%	\$ 106,250	to	\$ 127,500

The report recommends an approximately 6024 square foot facility to be constructed to meet the current and future needs of the county. Studies do not always accurately reflect the cost of local projects. A building plan based on the needs assessment and needs outlined by county staff must be considered in order to more accurately reflect actual project building costs. Shelter Planners recommend that in addition to the cost estimates shown that there should be a planned contingency allowance of approximately 10% to account for unforeseen items, usually associated with site acquisition and preparation work. Construction costs vary and it will be difficult to project more accurate cost estimates accurately until a final building plan is approved based on the selected location.

RECOMMENDATION: Staff respectfully recommends that the Board of Supervisors authorize a building plan be developed that includes construction and site preparation estimates to be delivered to the Board of Supervisors at a future meeting to consider the feasibility of constructing a new animal shelter.





General discussion ensued.

(RESOLUTION #03-06-2015)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to authorize staff to solicit for A & E Services to develop a building plan including construction and site preparation estimates to be delivered to the Board of Supervisors at a future meeting to consider the feasibility of constructing a new animal shelter.

MOTION BY: Bob Camicia

SECONDED BY: Bobby Thompson

VOTING ON THE MOTION WAS AS FOLLOWS:

AYES: Mitchell, Thompson, Reynolds, Camicia, Thompson & Wagner

ABSENT: Brubaker

HIRING AN ATTORNEY FOR CITIZENS OPPOSED TO PROPOSED PIPELINE

Ronnie Thompson, Boone District Supervisor, advised the Board during one of his held town hall meetings, citizens had asked him if the County would/could hire legal counsel/county attorney for

the citizens opposing the Mountain Valley Pipeline. Mr. Thompson stated the attorney will provide legal services and writing correspondence to FERC.

(RESOLUTION #04-06-2015)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to approve the request to secure legal counsel for the citizens opposing the proposed Mountain Valley Pipeline.

MOTION BY: Ronnie Thompson

SECONDED BY: NO SECOND

VOTING ON THE MOTION WAS AS FOLLOWS:

AYES: Ronnie Thompson

NAYS: Mitchell, Reynolds, Camicia, Bobby Thompson & Wagner

ABSENT: Brubaker

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

MOUNTAIN VALLEY PIPELINE ESCROW ACCOUNT

Ronnie Thompson, Boone District Supervisor, asked the Board for their support to start an escrow account for the Emergency Medical Services in preparation of a hazmat incident with the Mountain Valley Pipeline. No action was taken.

FERC LETTER REQUESTING PUBLIC COMMENT PERIOD EXTENSION

(RESOLUTION #05-06-2015)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to forward a letter requesting (FERC) Federal Energy Regulatory Commission to extend its public comment period on the Mountain Valley Pipeline Project Docket Number PF15-3-000 and to hold a scoping meeting in Franklin County.

BE IT FURTHER RESOLVED, it is the Board's understanding that Franklin County has the most linear feet of the proposed pipeline of any Virginia locality yet scoping meetings were held more than an hour's drive for many of our residents

MOTION BY: Ronnie Thompson

SECONDED BY: Bob Camicia

VOTING ON THE MOTION WAS AS FOLLOWS:

AYES: Mitchell, Thompson, Reynolds, Camicia, Thompson & Wagner

ABSENT: Brubaker

REQUEST TO PETITION CIRCUIT COURT FOR COMMONWEALTH ATTORNEY'S VACANCY

Richard E. Huff, II, County Administrator, shared with the Board the anticipation of receiving a letter any day from Tim Allen, Commonwealth Attorney for Franklin County to vacate his office in order to become a Juvenile Court Judge as of July 1, 2015.

State law says the governing body shall, within 15 days of the occurrence of the vacancy petition the Circuit Court to issue a Writ of Election to fill the vacancy. Because of the timing of the vacancy the election will take place on Tuesday, November 3, 2015.

The Board will likely not meeting again until after more than 15 days past the date the vacancy will occur (July 1, 2015).

Staff recommends that the Board authorize the County Attorney to file the Writ of Election within the prescribed time period once the letter is received notifying the Board of the vacancy.

(RESOLUTION #06-06-2015)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to authorize the B. J. Jefferson, County Attorney to file the Writ of Election within the prescribed time period once the letter is received notifying the Board of the vacancy in the Commonwealth Attorney's Office with the election to be held during the November 2015 General Election.

MOTION BY: Bob Camicia

SECONDED BY: Ronnie Thompson

VOTING ON THE MOTION WAS AS FOLLOWS:

AYES: Mitchell, Thompson, Reynolds, Camicia, Thompson & Wagner

ABSENT: Brubaker

PART TIME COURTROOM BAILIFF ASSISTANCE

Richard E. Huff, II, County Administrator, advised the Board, beginning July 1, 2015, Judge Allen will begin holding additional court sessions beyond what the Sheriff's Department is required to

cover today. Only the first six months of the FY15-16 fiscal year have been set at this point with the following schedule:

16 weeks x 2 days per week x 2 deputies = 512 hours
 + 8 weeks x 1 day per week x 2 deputies = 128 hours
 640 hours

640 hours x \$15.76/hr. = \$10,086.40 + \$771.61 FICA = \$10,858.01 in part time pay needed.

Staff requests that the Board approve hiring the part time staff needed effective immediately in order to get them trained for a July 1, 2015 start with the funding requested to be appropriated to the Sheriff's budget from FY 14-15 carryover.

The Board concurred with the request.

RICHARD E. HUFF, II, CO. ADMINISTRATOR TENURE REMARKS

Richard E. Huff, II, County Administrator, thanked the Board and staff for their support during his tenure as County Administrator and reflected back with interesting statistics of when he arrived in 1983 and now in 2015 as follows:

- ✓ Franklin County Population in 1983? 36,300 (Weldon Cooper)
- ✓ Franklin County Population in 2014? 56,793 (Weldon Cooper)
- ✓
- ✓ % of adults over age 25 in Franklin County that had at least a High School Education in 1983? 45.6% (1980 U. S. Census)
- ✓ % of adults over age 25 in Franklin County that had at least a High School Education in 2015? Estimated at 80(+)%
- ✓ % of Out-commuters in 1983 37.7% (1980 U. S. Census)
- ✓
- ✓ % Out-commuters in 2014? 43% (2013 ACS U. S. Census Bureau)

BOARD APPOINTMENTS/BRENT ROBERTSON (RESOLUTION #07-06-2015)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to appoint Brent Robertson, County Administrator to serve on the following Boards/Commissions:

- CSA - Community Policy Management Team/Parent Representative
- Western Virginia Regional Jail (Alternate)
- Roanoke Regional Partnership
- Western Virginia Industrial Facility Board
- Tri-Counties Lake Administrative Council (TLAC)

MOTION BY: Ronnie Thompson

SECONDED BY: Bob Camicia

VOTING ON THE MOTION WAS AS FOLLOWS:

AYES: Mitchell, Thompson, Reynolds, Camicia, Thompson & Wagner

NAYS: Brubaker

APPOINTMENTS

DAN RIVER ASAP	Tom Webster	Post Office Box 81 Boones Mill, VA 24065		3-Year	6/30/2015
LIBRARY BOARD	Jim Morrison	117 Clipper Drive Moneta, VA 24121	Gills Creek	4-Year	6/30/2015
PIEDMONT COMM. SERVICES BOARD	Justin Sigmon	500 Lighthouse Road Henry, VA 24102	Rep.	3-Year	6/30/2015
PIEDMONT COMM. SERVICES BOARD	Peggy Woody	500 Orchard Street Rocky Mount, VA 24151	Rep.	3-Year	6/30/2015
PIEDMONT COMM. SERVICES BOARD	Tillie Thompson	2140 Rakes Road Rocky Mount, VA 24151	Rep.	3-Year	6/30/2015
PIEDMONT COMM. SERVICES BOARD	Charles Wagner	330 Riverview Street Rocky Mount, VA 24151	Rep.	3-Year	6/30/2015
RECREATION COMMISSION	Frank Chrzanowski	13400 Booker T. Washington Hg Moneta, VA 24121	Boone	3-Year	6/30/2015
RECREATION COMMISSION	Brenda Perdue Un-Exp. Term of Greg Davis	1092 Big Oak Lane Wirtz, VA 24154	Union Hall	3-Year	6/30/2015
RECREATION COMMISSION	George Martin	3768 Snow Creek Road Martinsville, VA 24112	Snow Creek	3-Year	6/30/2015

STEP, INC.	Joey Cornwell	Post Office Box 411 Ferrum, VA 24088		3-Year	6/30/2015
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(RESOLUTION #08-06-2015)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to re-appoint Justin Sigmon, Peggy Woody, Tillie Thompson & Charles Wagner to serve on the Piedmont Community Services Board with said term to expire 6/30/2018.

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

(RESOLUTION #09-06-2015)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to re-appoint George Martin to serve on the Recreation Commission, Snow Creek District, with said term to expire June 30, 2018.

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

OTHER MATTERS BY SUPERVISORS

Bob Camicia, Gills Creek District Supervisor, requested the County Finance Director to present a listing of current and future capital projects and associated balances. .

REMOTE PARTICIPATION FOR CLINE BRUBAKER

(RESOLUTION #10-06-2015)

BE IT THEREFORE RESOLVED, by the Board of Supervisors for Supervisor Cline Brubaker, Blackwater District to participate in the Closed Meeting per adopted Remote Participation County Policy.

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

Following the vote, Mr. Brubaker joined the Board meeting via conference call at 3:43 p.m..

CLOSED MEETING

(RESOLUTION #11-06-2015)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to into a closed meeting in accordance with 2.2-3711, a-3, Acquisition of Land, & a-7, Consult with Legal Counsel, of the Code of Virginia, as amended.

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

MOTION: Bob Camicia **RESOLUTION: #12-06-2015**
 SECOND: Ronnie Thompson MEETING DATE JUNE 16, 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, Brubaker, Reynolds Camicia, Thompson & Wagner

NAYS: NONE

(RESOLUTION #13-06-2015)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to approve an option agreement dated June 16, 2015 between the County of Franklin, Virginia and Southway Farm, LLC for the potential purchase of property known as the Southway Farm (approximately 359 acres and all buildings and other improvements thereon located along U.S. 220 North) to be developed as a possible business and industrial park, and approve a contract with Timmons Group (Engineers) for an amount not to exceed \$185,000 to complete the necessary due diligence property evaluation. Such option and contract expires November 30, 2015.

MOTION BY: Bob Camicia

SECONDED BY: Bobby Thompson

VOTING ON THE MOTION WAS AS FOLLOWS:

AYES: Mitchell, Thompson, Wagner, Reynolds, Camicia, Thompson & Brubaker

Vice-Chairman Charles Wagner recessed the meeting for dinner. Mr. Brubaker left the meeting (ended his conference call-in) at that time.

Vice-Chairman Wagner reconvened the meeting at 6:00 p.m. for the previously advertised public hearings as follows:

PETITION for REZONE – Petition of **William M. and Mary Hannabass, Petitioners** and **William M. & Mary Hannabass and Shirley Frith, Owners** requesting a rezone from RC-1, Residential Combined Subdivision District to an A-1, Agricultural District for a +/- 15.31 acres (9.22 acres and 6.09 acres) parcels of land, located at 531 Jamestown Road and 535 Jamestown Road in the Blackwater District of Franklin County, and further identified as the following Franklin County Tax Map/Parcel # 0550000502 and 0550000502D. (Case # REZO-4-15-14045)

Neil Holthouser, Director of Planning & Community Development, presented the following PowerPoint staff report for the Hannabass petition to rezone:

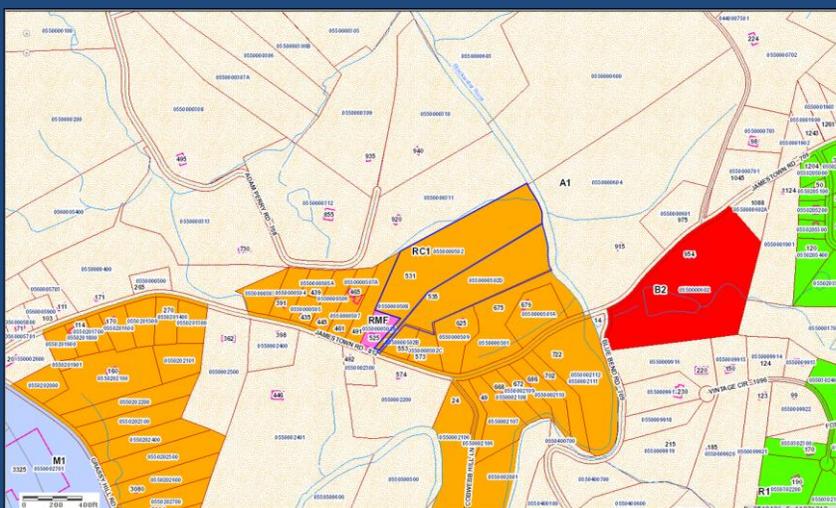
Franklin County
Board of Supervisors



June 16, 2015

CASE # REZO-4-15-14045
REQUEST:

PETITION for REZONE – Petition of **William M. and Mary Hannabass, Petitioners** and **William M. & Mary Hannabass and Shirley Frith, Owners** requesting a rezone from RC-1, Residential Combined Subdivision District, to A-1, Agricultural District, for a total of +/- 15.31 acres, including a +/- 9.22 acre parcel and a +/- 6.09 acre parcel, located at 531 Jamestown Road and 535 Jamestown Road, respectively, in the Blackwater District of Franklin County, and further identified as the following Franklin County Tax Map/Parcel #0550000502 and #0550000502D. The Future Land Use Map of the Comprehensive Plan of Franklin County identifies this area as appropriate for Agriculture Forestry/Rural Residential uses, with a recommended residential density range of one to two dwelling units per acre. Parcel #0550000502 currently has a residential density of 0.11 dwelling units per acre; parcel #0550000502D currently has a residential density of 0.16 dwelling units per acre. This petition for rezone would not result in any increase in residential density for either parcel.





Recommendation:

The Planning Commission held a public hearing in consideration of this request at its May 12, 2015, meeting. By vote of 7-0, the Planning Commission approved the following:

The Planning Commission recommends that the Board of Supervisors approve the request for rezoning from RC-1, Residential Combined Subdivision District, to A-1, Agricultural District, with proffers, as follows:

1. Limitation of Use. Use of the property shall not include any of the following:
 - Manufactured Home Parks
 - Short Term Tourist Rental of a Dwelling
2. Limitation of Hunting. The property may be used for hunting only by the property owners or immediate family thereof.

CASE # A-4-15-01 REQUEST:

PETITION of Franklin County Board of Supervisors to amend Chapter 25, "Zoning," of the Franklin County Code, as follows: amend Article I, Division 3, Section 25-40, Principal definitions of the Zoning Ordinance, to amend the definition of "variance" to be consistent with §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 §15.2-2309 of the Code of Virginia.

Recommendation:

The Planning Commission held a public hearing in consideration of this request at its May 12, 2015, meeting. By vote of 7-0, the Planning Commission approved the following:

The Planning Commission recommends that the Board of Supervisors approve an amendment to Chapter 25 "Zoning," of the Franklin County Code, as follows: amend Article I, Division 3, Section 25-40, Principal definitions of the Zoning Ordinance, to amend the definition of "variance" to be consistent with §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 §15.2-2309 of the Code of Virginia.

The Planning Commission recommends that such amendments be made effective July 1, 2015.

Public Hearing was opened.

Mrs. Mary Hannabass requested the Board's support in her petition for rezone.

No one else spoke.

Public Hearing was closed.

(RESOLUTION #13-06-2015)

BE IT THEREFORE RESOLVED, by the Board of Supervisors to approve the aforementioned rezoning with proffers, whereby the proposed rezoning will not be of substantial detriment to adjacent property, that the character of the projected future land use of the community will not be adversely impacted, that such use will be in harmony with the purpose and intent of the zoning ordinance and with the public health, safety and general welfare, will promote good zoning practice and is in accord with Section 25-730 of the Franklin County Code and Section 15.2-2283, Purpose of zoning ordinances of the Code of Virginia of 1950, as amended with the following proffers and deviations:

Proffers for Case # Rezo-4-15-14045, William M. Hannabass, Mary Hannabass and Shirley Frith:

1. **Limitation of use.** Use of the property shall not include any of the following:
 - Manufactured Home Parks
 - Short Term Tourist Rental of a Dwelling
2. **Limitation of Hunting.** The property may be used for hunting only by the property owner or immediate family thereof.

MOTION BY: Ronnie Thompson

SECONDED BY: Bob Camicia

VOTING ON THE MOTION WAS AS FOLLOWS:

AYES: Mitchell, Thompson, Reynolds, Camicia, Thompson & Wagner

ABSENT: Brubaker

PETITION of Franklin County Board of Supervisor to amend Chapter 25, "Zoning," of the Franklin County Code, to amend definition of a variance and the standard by which the board of zoning appeals shall grant an application for a variance by eliminating or altering several of the requirements. By amending Article 1, Division 3, Section 25-40, Principal definitions of the Zoning Ordinance, to amend the definition of a variance to meet state code definition of a variance; and by amending Article V, Division 7, Section 25-773, Powers and duties of the board of zoning appeals to update requirements in granting of a variance under new state legislation.

Lisa Cooper, Senior Long Range Planner, presented the following staff report:

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 prohibit 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.~~

- eb. 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.~~
 - ec. 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 sections 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.

Lisa Cooper, Senior Planner gave an overview of the proposed amendments.

Public Hearing was opened.

No one spoke for or against the proposed Zoning Ordinance amendments, as advertised.

Public Hearing was closed.

(RESOLUTION #14-06-2015)

NOW THEREFORE BE IT ORDAINED, by the Board of Supervisors to approve the proposed ordinance amendment, as advertised, and that the public purpose is public necessity, convenience, general welfare, or good zoning practice and in accord with the requirements of Section 25-729 of the Franklin County Code and Section 15.2-2283, Purpose of zoning ordinances of the Code of Virginia of 1950, as amended.

MOTION BY: Bobby Thompson

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

Vice-Chairman Wagner adjourned the meeting.

CHARLES WAGNER
VICE-CHAIRMAN

SHARON K. TUDOR, MMC
COUNTY CLERK