

THE FRANKLIN COUNTY BOARD OF SUPERVISORS HELD THEIR REGULAR MONTHLY MEETING ON TUESDAY, SEPTEMBER 20, 2016 AT 1:30 P.M., IN THE BOARD OF SUPERVISORS MEETING ROOM LOCATED IN THE GOVERNMENT CENTER, 1255 FRANKLIN STREET, SUITE 104, ROCKY MOUNT, VIRGINIA.

THERE WERE PRESENT: Cline Brubaker, Chairman  
Charles Wagner, Vice-Chairman  
Bob Camicia  
Ronnie Thompson  
Leland Mitchell  
Tommy Cundiff  
Tim Tatum

OTHERS PRESENT: Brent Robertson, County Administrator  
Christopher Whitlow, Deputy Co. Administrator  
B. J. Jefferson, County Attorney  
Sharon K. Tudor, MMC, Clerk

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Cline Brubaker, Chairman, called the meeting to order.

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Invocation was given by Supervisor Charles Wagner.

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Pledge of Allegiance was led by Supervisor Bob Camicia.

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**RECOGNITION OF EAGLE SCOUTS**

Chairman, Cline Brubaker read the following resolutions of support and appreciation to the following Eagle Scout recipients:

❖ **MICHAEL JOSLYN, III**

**WHEREAS**, Michael Joslyn, III, has been a member of Boy Scout Troop 375, sponsored by the Burnt Chimney United Methodist Church for the past five years, and

**WHEREAS**, he has served his Franklin County community by doing litter pick-ups on county roads, cleaning and improving church grounds, and working at the Stepping Stones Mission in Rocky Mount, Virginia, and

**WHEREAS**, only one of every fifty Boy Scouts ever attain the rank of Eagle Scout, and

**WHEREAS**, over one hundred million hours have been spent on Eagle Projects, with three million more hours added every year, and

**WHEREAS**, Michael Joslyn, III, for his Eagle Project organized workers, equipment, hardware, paint and supplies and learned to use specialized textured ceiling paint and learned to cut and lay carpet at the Rocky Mount Baptist Church of Rocky Mount, Virginia, so they could refurbish two meeting rooms, and

**WHEREAS**, his team was engaged for over one hundred sixty man-hours to plan, build, paint, move shelving and lay new carpet, and

**WHEREAS**, Michael has earned thirty merit badges on his way to earning the rank of Eagle Scout, and

**WHEREAS**, an Eagle Board of Review evaluated his work in Scouting, his work within the Franklin County Community, and his development as a leader in Boy Scouting and they have awarded him the rank of Eagle Scout.

**WE, THE FRANKLIN COUNTY BOARD OF SUPERVISORS**, wish to join in honoring and thanking Michael for all of the work he has done for us.

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❖ **NICHOLAS MCDANIELS**

**WHEREAS**, Nicholas McDaniels, has been a member of Boy Scout Troop 375, sponsored by the Burnt Chimney United Methodist Church for the past six years, and

**WHEREAS**, he has served his Franklin County community by doing litter pick-ups on county roads, cleaning and improving church grounds, and working at the Stepping Stones Mission in Rocky Mount, Virginia, and

**WHEREAS**, only one of every fifty Boy Scouts ever attain the rank of Eagle Scout, and

**WHEREAS**, over one hundred million hours have been spent on Eagle Projects, with three million more hours added every year, and

**WHEREAS**, Nicholas McDaniels, for his Eagle Project organized workers, light equipment, heavy power equipment, hardware, underlayment, gravel and supplies,

**WHEREAS**, he removed an old walkway, designed a new walkway and built a new walkway that would connect Christian Fellowship Hall with its parking lot in Glade Hill, Virginia, so that the congregation could move easily and safety over sloping ground, and

**WHEREAS**, his team was engaged for over one hundred sixty man-hours to plan, tear out the old hazardous walk way, re-grade the ground and install a new and safe walkway, and

**WHEREAS**, Nicholas has earned forty three merit badges on his way to earning the rank of Eagle Scout, and

**WHEREAS**, an Eagle Board of Review evaluated his work in Scouting, his work within the Franklin County Community, and his development as a leader in Boy Scouting and they have awarded him the rank of Eagle Scout.

**WE, THE FRANKLIN COUNTY BOARD OF SUPERVISORS**, wish to join in honoring and thanking Nicholas for all of the work he has done for us.

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❖ **DYLAN MITCHELL**

**WHEREAS**, Dylan Mitchell has been a member of Boy Scout troop 375, sponsored by the Burnt Chimney United Methodist Church for the past six years, and

**WHEREAS**, he has served his Franklin County community by doing litter pick-up on county roads, cleaning and improving church grounds, and working at the Stepping Stones Mission in Rocky Mount, Virginia, and,

**WHEREAS**, only one out of every fifty Boy Scouts ever attain the rank of Eagle Scout, and

**WHEREAS** over one hundred million hours have been spent on Eagle Projects, with three million more hours added every year, and

**WHEREAS**, Dylan Mitchell, for his Eagle Project, organized workers, equipment, hardware, and supplies, and

**WHEREAS**, he designed and helped clean out a storage room and build shelves that would hold substantial weight at the Hales Ford Baptist Church of Wirtz, Virginia, so they could better manage and store their equipment and materials and

**WHEREAS**, his team was engaged for well over one hundred man-hours to plan, build, and install the system and replace all the materials, and

**WHEREAS** Dylan has earned forty three merit badges on his way to earning the rank of Eagle Scout, and

**WHEREAS**, an Eagle Board of Review evaluated his work in Scouting, his work within the Franklin County Community, and his development as a leader in Boy Scouting, and they have awarded him the rank of Eagle Scout.

**WE, THE FRANKLIN COUNTY BOARD OF SUPERVISORS**, wish to join in honoring and thanking Dylan for all of the work he has done for us.

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❖ **GAVIN WALLING**

**WHEREAS**, Gavin Walling has been a member of Boy Scout troop 375, sponsored by the Burnt Chimney United Methodist Church for the past five years, and

**WHEREAS**, he has served his Franklin County community by doing litter pick-ups on county roads, cleaning and improving church grounds, and working at the Stepping Stones Mission in Rocky Mount, Virginia, and

**WHEREAS**, only one of every fifty Boy Scouts ever attain the rank of Eagle Scout, and

**WHEREAS**, over one hundred million hours have been spent on Eagle Projects, with three million more hours added every year, and

**WHEREAS**, Gavin Walling, for his Eagle Project, organized workers, equipment, hardware, paint and supplies, and

**WHEREAS**, he designed a storage and transportation system within a Franklin County High School Band trailer that allowed the band to better manage, transport, and maintain their equipment, and

**WHEREAS**, he and his team worked for well over one hundred man-hours to plan, build, paint and install the system, and

**WHEREAS**, he earned thirty two merit badges on his way to earning the rank of Eagle Scout, and

**WHEREAS**, an Eagle Board of Review evaluated his work in Scouting, his work within the Franklin County Community, and his development as a leader in Boy Scouting, and they have awarded him the rank of Eagle Scout.

**WE, THE FRANKLIN COUNTY BOARD OF SUPERVISORS**, wish to join in honoring and thanking Gavin for all of the work he has done for us.

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**PUBLIC COMMENT:**

❖ **Ronnie Altizer - Tax Relief for the Elderly & Disabled**

Ronnie Altizer, stated he was here again, asking for an increase in real estate tax relief for the elderly citizens of Franklin County. Mr. Altizer made the following points:

Franklin County's population of which 20% are 65 + and we are being put out to pasture. Agency's clamoring for funds to help these seniors Step Inc. meals on wheels, transportation, disability rights and resource center , created transportation task force stating no public transportation  
Carilion FM Hospital stated lack of transportation for many to access health care  
Heavenly Mana and Stepping Stone food Bank and meals  
Franklin Co Social Services  
Why are you putting them out to pasture?????????  
In your 16-17 budget you decreased the budget amount to aging services by 4.15% and increased the overall budget by 2%.  
In your Mission Statement-ultimate responsibility is improve quality of life.  
Worried about funding?----I found it you have an extra 1,000,000 + that you can spend to help these seniors-----money you are planning on spending to fix a sheriff dept.

NOT TO MENTION I-73 TAX THAT YOU THINK FRANKLIN CITIZENS WILL BE WILLING TO PAY----

Mr. Altizer provided the Board with the following information:

**Franklin County Tax Relief  
ADOPTED 2-26-2008  
RESOLUTION #21-02-2008  
Combined Gross Income \$25,000 (first \$3,500 exempt)  
Combined Net Worth \$80,000**

**Relief Plan/Exemption Net Worth**

\$0- \$12,000- \$12,001-25,000- \$25,001-35,000 \$35,001-50,000 \$50,001-80,000

**Income**

\$0 - 9,000	90%	80%	70%	50%	35%
9,001 – 12,000	75%	65%	50%	30%	20%
12,001 - 15,000	65%	55%	40%	20%	10%
15,001 - 18,000	55%	45%	30%	10%	10%
18,001 - 25,000	45%	35%	20%	10%	10%

A complete copy of the proposed changes to the ordinance is available in the Finance Department, 1255 Franklin Street, Suite 103, Rocky Mount, Virginia 24151.

**Franklin County Board of Supervisors Mission Statement**

**The Franklin County Board of Supervisors upholds the Code of Virginia and Virginia State laws and whose ultimate responsibility is to improve the quality of life for the citizens of Franklin County. The Board serves as a governing body over County Administration and the Services provided to County citizens. The Board ensures that Franklin County provides services that are easily accessed, meet the needs of the County citizens and are delivered with excellent customer service in a timely and efficient manner by well-trained professionals, including the County’s many dedicated volunteers. The Franklin County Board of Supervisors makes ethical informed decisions regarding safety, economic development, programs/activities and services to improve the safety and security for the County’s citizens. The Board of Supervisors provides the County citizens with excellent customer service by following the Customer Service Core Values.**

**Customer Service Core Values**

- **Empathetic:** *The ability to identify with and have compassion for the individual requesting assistance, offering a smile while you LISTEN.*
- **Supportive:** *Function as a guide for both internal and external customers and provide correct and complete information so the customer understands what they need to do to get what they are looking for as service; give the right information; deliver excellence. Educate on process and procedure.*
- **Empowerment:** *The ability to solve customer issues/problems and make an accurate decision at a level where you can be responsive to the customer without putting them on hold or waiting 3 or more days to relay an answer. Performing actions that provide a greater sense of confidence or self-esteem.*
- **Respectful:** *Paying attention and showing you care about what the “individual speaking” is saying. Acknowledging their issues and concerns and showing consideration. Every interaction with a customer, whether internal or external, is an opportunity to build a strong relationship and show care and concern.*
- **Visionary:** *Having foresight and anticipating customer needs. Always LISTENING with a keen ear to come up with an answer that will be creative and beneficial to the customer and providing a service to the customer that exceeds their expectations.*
- **Participatory:** *Always making positive approaches and connections to individuals/customers and the organization. Acknowledge and exhibit the behavior of an effective team.*

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❖ **John Atkinson - Sheriff's/Police Department**

Good Afternoon, my name is CW2John Atkinson US Army Retire from 1988-2007. My wife and I lived in Prince William County, Virginia.

We have been resident of Franklin County since January 2007.

Prince William County formed a police department in addition to the existing Sheriff's department in 1970 when the population had reached 110,000. Currently the population is approximately 450,000.

I was very surprised to hear that Franklin County with only a population of 55,000 was considering the option of setting up a police department in conjunction with the existing Sheriff's department.

Some of the comments that I have read include a separation of responsibilities. They seemed to imply a clear cut transfer of all law enforcement responsibilities to the police department and leaving only court house duties to the Sheriff's Department. That brought to mind the following mental image. A deputy is at the flag police next to the court house. A person is being robbed

across the street. Since it is not happening on the court house grounds, I could imagine the deputy saying to the victim "Mr. or Ms. Victim, since the board of supervisors has assigned all law enforcement responsibilities to the police department, you must contact them. Have a nice day."

During the reign of terror in 2002 from the DC sniper, it was all hands on deck for all law enforcement agencies. If you wore a badge, you worked 12 hours a day 7 days a week. It did not matter if they were a member of a police department or a Sheriff department. There was no discussion about a division of law enforcement responsibilities. We (the citizens) were more concerned for the safety of our families, not which department had what responsibilities.

Even though I had been in combat zones, I was more terrified due to the threat to my family.

My understanding is that some people seem to think that this would save money.

While in Prince William County, we the voters would often ask about extra costs due to having 2 law enforcement agencies. At which time the board of supervisors would break out their explanations that because we have 2 law enforcement agencies, often the police department needed this item and the sheriff department needed that item also. I do not remember the board of supervisors giving one example of any savings while we lived there.

Where do you plan to house this new department? Also, how much are you going to pay a new Chief of Police?

Comments were made about looking at the past cost figures to get some idea about what other localities spend setting up a police department. Instead you need to look at the current cost of the overlapping law enforcement functions in those localities.

Setting up a police department will cost much more than just buying some new shirts.

In conclusion, my observation from living in Prince William County for 19 years was that having 2 law enforcement agencies resulted in higher costs and higher taxes.

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❖ **Carolyn Reilly - Blue Ridge Environmental/Moratorium on Compressor Stations in Franklin County**

Last month, you voted to re-zone over 550 acres to a Regional Enterprise Park (REP). Citizens presented and shared the many concerns about specific industries allowed under the zoning as well as the rush to rezone the land. Being that the master plan for the proposed "Business Park" was delivered just hours before the public hearing for rezoning, it seems as though you had already determined to leave the citizens out – the business park orphans. As a group of community members and Franklin County citizens, we're here to join together and continue our push for being involved in the development process.

We, the citizens and your constituents, ask that you place a 2 year moratorium on Natural Gas Compressor Stations from being constructed in our county. Compressor stations pose major risks to health and safety as well as environmental contamination. Compressors operate around the clock, and they emit air pollution 24 hours a day, seven days a week. The pollution comes from large engines needed to drive the compressors.

And of course, the cheapest fuel available on a pipeline is natural gas.

Compressors normally have no pollution control devices. Air quality agencies may require performance or operating standards, but pollution is emitted in one form or another, including nitrogen oxides, carbon monoxide, volatile organic compounds and greenhouse gas. For example, lean-burn engines can reduce nitrogen oxides but increase carbon monoxide emissions. Catalytic oxidizers reduce carbon monoxide by converting it to carbon dioxide. In addition to intentional smokestack emissions, air pollution is caused by venting to prevent blowouts, flaring of unwanted gas, and fugitive emissions. Toxic air emissions include formaldehyde, benzene, toluene, ethylbenzene, xylene, hydrogen disulfide, methane and other pollutants.

Another big concern for those of us near the proposed business park is the future of the "green" space on the County's preliminary plans. As ALL of the land was rezoned to an REP, would it not be a possibility for some future board of supervisors to decide to add structures and develop for industrial use?? How can we, the people, be protected from potential development of

greenspace? Are you willing to insure for future generations land that will not be at risk of being confiscated for concrete?

And lastly, we want to be assured that a polluting industry will not be permitted to take up residency in our neighborhood, community or county! A Polluting Industry is any industry which produces objectionable levels of noise, odors, vibrations, fumes, light, smoke, air pollution or other physical manifestations that may have an adverse effect on the health, safety or general welfare of the citizens of this county.

We, the citizens, DO NOT want a Natural Gas Compressor Station OR any other Polluting Industry here in our County of Franklin in the Commonwealth of Virginia.

We ask today, for you, the Franklin County Board of Supervisors, to put in place a 2 year Moratorium on Natural Gas Compressor Stations and Polluting Industries in Franklin County, VA and begin work towards developing a Polluting Industries Ordinance. We also ask that you strive to work with the citizens of Franklin, not treating us as orphans and outcasts, but as valuable members of the community.

- After a meeting with Brent Robertson, I understand that the county is in easement negotiations with MVP – concerns of signing any agreements while it is still under review and has not even been permitted.
- Opportunities for renewable energy and job creation in VA fact sheet – It’s time to think about the future generations of Franklin County, of Virginia, our nation and our world.

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❖ Tommy McDeavitt - Property Rights -

Tommy McDeavitt of 71 Moonlight Cove, Union Hall, stated he felt like the residents did not have a say over their property and yet the County could come in and tell the resident what they could do with the property. Mr. McDeavitt stated he did not want the pipeline or the industrial park in the County.

Mr. McDeavitt concluded his remarks with the oath of office the Board has taken which he distributed to each member.

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**CONSENT AGENDA**  
**APPROVAL OF ACCOUNTS PAYABLE LISTING, APPROPRIATIONS, TRANSFERS & MINUTES FOR – AUGUST 16, 2016**  
**APPROPRIATIONS**

<u>DEPARTMENT</u>	<u>PURPOSE</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
Commonwealth Attorney	Additional Compensation Board Funds	2201- 57001	\$30,691
	for Case Management Software		
Sheriff	COPSync Donation	3102- 57011	\$46,200
Sheriff	Insurance Proceeds	30210017- 57005	\$5,500
Tourism	Bedford County Donation towards	8110- 55905	\$1,000
	Heritage Trail		
Economic Development	Rocky Mount Contribution towards	30320191- 53002	\$50,000
	PlyGem Incentives		
Clerk of Court	Part-time Reimbursement	2106- 51003	\$2,254
Public Safety	Rescue Squad Assistance Fund Grant	3505- 55824	\$6,761
Contributions	Second Quarter Public, Educational	8106- 55600	\$4,010
	Government Funds		

			\$146,416
<b>Transfers Between Funds, Departments or Capital Accounts</b>			<b>(Decrease), Increase</b>
None			
		Total Transfers	\$0

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**ANIMAL CONTROL VEHICLE REPLACEMENT**

A vehicles assigned to the Animal Control Division has high mileage and is in need of replacement due to normal wear and tear. The vehicle is a 2009 Chevrolet 4 wheel drive pickup that is used by animal control officers to respond to complaints on a daily basis. In previous years the county has followed fleet management guidelines to replace vehicles used for front line service after they have reached 125,000 miles.

On average each officer travels approximately 2000 miles per month responding to complaints received from the public. There are 2 animal control officers that respond to approximately 1400 calls per year. The vehicles assigned to the officers are used on a daily basis and must be reliable to provide these services to the public. The vehicle being requested will be a similarly equipped pickup truck that has been proven to work well for animal control operations. The vehicle features will include ½ ton capacity, extended cab, 4 wheel drive and a towing package as they are necessary features in daily animal control operations. Four-wheel drive is needed to reduce any property damage claims when setting and removing traps and for operation in off road and sometimes remote areas. The extended cab is necessary as there is no protected or secure storage for the additional gear, firearms, and equipment needed for conducting daily animal control operations. The towing package is needed to tow public safety trailers.

Staff has researched available vehicles on state contract available from Colonial Ford and Truck Sales. The vehicle being requested is a 2016 Ford, F150, 4-wheel drive, extended cab pickup at a cost of \$29,726.85. There are budgeted funds available in the 16 – 17 CIP budget to cover the purchase cost in line item 30230170-57005. The vehicle being replaced, which is a 2009 Chevrolet 4-wheel drive pickup, will be made available to General Properties for surplus.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of Supervisors approve the purchase of the replacement vehicle from Colonial Ford and Truck Sales from the state vehicle procurement contract.

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**AUTHORIZATION TO ADVERTISE FOR RFP'S FOR NEW BUSINESS PARK PHASE I DESIGN DEVELOPMENT**

For a number of years, Franklin County has worked on the creation of a new business park to handle economic development needs for decades to come. The Board of Supervisors has purchased nearly 550 acres of property on US 220 North for the new park and has drafted a master plan to direct development of the park. This master plan lays out the proper sequence of development activity to get the park operational and marketable to new businesses as soon as possible. To move forward, a contract should be awarded to an engineering firm to design and prepare bid documents for the first phase of the park’s development.

Due to the master plan recommendations and the needs of a current prospect, Franklin County needs to move forward as quickly as possible to design and construct the required roads, infrastructure, and pad grading necessary to accomplish the Board’s desire to make the park usable to new business entrants. Staff believes that a Request for Proposals (RFP) should be advertised for design and construction bid management for the first phase of the business park’s development. This first phase would include design of the main access road into the park (NR-1), the grading of the North Region 1 land bay and associated regional stormwater facilities, and working with utility providers on extensions of utilities to the land bay. Utility providers include AEP, WVWA, Roanoke Gas, and area fiber providers. Moving forward with an RFP at this time will allow design to be completed before the 2017 construction season and prior to many grant funding deadlines that typically happen in early spring and need detailed plans to apply. Funding for Business Park Phase One Design would come from the capital improvements budget through account 300-032-0106-3002.

**RECOMMENDATION:**

Staff respectfully requests that the Board of Supervisors approve the advertisement of an RFP for Business Park Phase One design and construction bid management services. Once such proposals have been properly advertised, received, and vetted, a recommendation will be brought back to the Board for award consideration.

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### **NEW BUSINESS PARK RECREATION AREA AND EVENT CENTER**

Franklin County is currently working to develop approximately 550 acres on Route 220 North for a new business park. A key part of the Board's vision for this business park is to incorporate a number of "quality of life" components that will serve existing citizens and be attractive to new businesses. Two main features of this strategy are the inclusion of a large recreation area on the south side of Brick Church Road and an event center/tourist welcome center/agricultural heritage/retail/commercial area on the north side of Brick Church Road at the former Southway Farm complex. The recently drafted Master Plan for the park does a good job of generally locating these amenities and making broad conclusions on cost. However, as the County begins making applications for grants and works with potential entrants to these areas, a much more detailed plan is required.

County staff has reviewed these needs and looked at how best to address them as quickly, efficiently, and professionally as possible. For this reason, Staff recommends moving forward with getting quotes through the current Occasional Engineering Services contracts to perform the needed work. The design work could be split into two contracts, one for the recreation area and one for the event center area, or one firm could handle both aspects.

Once Staff is able to finalize quotes and scopes of work, potential design contracts will be brought back to the Board. Funding for design work would come from the capital improvements budget through account 300-032-0106-3002. If approved by the Board, Staff will move to execute contracts with the chosen firm(s) and will immediately begin the design of these two spaces.

### **RECOMMENDATION:**

Staff respectfully requests that the Board of Supervisors authorize Staff to gather quotes for the above-described work.

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### **JAMISON MILL PARK LEASE**

The United States Army Corps of Engineers (USACE) owns and manages Jamison Mill Park. The entrance bridge to the park is an overflow style that creates a safety concern whenever the region is under a storm event, which usually plugs the culverts with debris and sends everything over the road. The USACE has tried numerous approaches to replacing the entrance bridge for many years. The USACE has been unable to install the bridge and the park has been closed for approximately two years. On August 16, 2016 the USACE approached the Board with a request for the County to assume the responsibility of Jamison Mill Park. The USACE shared that they are now able and will soon install a new entrance bridge, however Rocky Rockwell of the USACE noted that Philpott Lake management is under increasing pressure to close Jamison Mill Park due to operating cost restraints. The USACE stated that the temporary closure could likely become permanent unless the County conveys its intent to assume responsibility for the park through a long term lease for operations and maintenance.

During last month's Board meeting, staff shared preliminary cost estimates for the County reopening and operating Jamison Mill Park with the assumption that the USACE replaces the bridge and repairs the road. Staff estimates that it will cost \$99,769 to open and operate the park for the first year. This figure includes \$48,000 in initial capital and \$51,769 in operating expenses. Please note these are preliminary estimates, whereby the County has not completed formal engineering, structural, mechanical, or environmental assessments on the property and therefore, such costs could change. Furthermore, the preliminary estimates do not include operating costs for future years or any future park improvements such as campground expansion, boat launch improvements, major repairs, etc.

If the Board wishes to proceed with the USACE's proposal, then staff will need the Board's approval to enter into negotiations with the Army Corps of Engineers and coordinate the terms of a lease agreement. Once a formal lease is negotiated and drafted, such document would need to be approved by the Board before being executed. Once such lease is approved, capital and operational funding for the new park will need to be re-programmed or programmed into the County budget for either the current fiscal year (FY'16-17) or next fiscal year (FY '17-'18) depending on the lease execution date with the USACE.

### **RECOMMENDATION:**

Staff respectfully requests the Board of Supervisors to submit a letter of intent to negotiate a lease with the United States Army Corps of Engineers for the long term operations and maintenance of Jamison Mill Park on Philpott Lake.

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#### **HEALTH DEPARTMENT CARRYOVER REQUEST**

The Franklin County Health Department has \$16,811 remaining in local Franklin County funds for the fiscal year that ended June 30, 2016.

The Health Department would like to use \$2,899 of the remaining local funds in fiscal year 2016-2017 as additional local support funds. The remaining local funds of \$13,912 will be refunded to the County.

During the recent budget process the Health Department requested total local support of \$372,899 but was only awarded \$370,000 - a difference of \$2,899.

#### **RECOMMENDATION:**

Staff respectfully requests the Board of Supervisors allow the Health Department to keep remaining local funds of \$2,899 to help supplement total local funding in fiscal year 2016-2017.

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#### **DIVE TEAM TRUCK SURPLUS REQUEST**

In 2008, the county purchased a new ambulance for Fork Mountain Rescue Squad that replaced a 1999 Chevrolet 4x4 ambulance assigned to that department. The 1999 Chevrolet was reassigned to the Franklin County Dive Team for use as a support vehicle.

The 1999 Chevrolet ambulance that was reassigned to the Franklin County Dive Team was taken out of EMS service in 2008 due to a multitude of reliability issues that plagued the vehicle while it was assigned to front line service. The vehicle was suitable for use as a support vehicle for the dive team since it was not used on a daily basis. The Franklin County Dive Team was mainly comprised of divers from the Franklin County Sheriff's Office and Public Safety agencies. Since 2008, divers have dropped off the team due to retirement and other assignments and the dive team has since been disbanded. Public Safety now uses the Scruggs Dive Team for all underwater search and recovery operations as well as the Virginia State Police and Virginia Dept. of Game & Inland Fisheries dive teams for larger missions that require a large number of divers. Since the Franklin County Dive Team is no longer operational, Public Safety has no use for the vehicle that was assigned to the team and is requesting that the vehicle be sent to surplus. The vehicle to be removed from service is specifically described as a 1999, Chevrolet 3500 diesel, 4x4, ambulance chassis, listed as vehicle number 99CH6604 on the county vehicle inventory. No replacement vehicle is necessary.

**RECOMMENDATION:** Staff respectfully requests the Board of Supervisors approve the removal from service of the vehicle assigned to the Franklin County Dive Team and send it to surplus property for disposal.

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#### **SOLICITATION FOR OUTREACH DETENTION SERVICES & ELECTRONIC MONITORING SERVICES**

Staff is seeking authorization to solicit bids for the County's Outreach Detention Services and Electronic Monitoring Services.

County staff will advertise the submitted proposal during the week of September 19, 2016 and September 26, 2016. Proposals are due back on Friday, October 14, 2016. Staff will present a summary of the bids and recommendation to the Board for their review and award at the next available regularly scheduled Board meeting.

Outreach Detention and Electronic programs provide supervision & intervention of youth before the Court and on supervision to the CSU.

The goal of both programs is to reduce the number of new law violations while awaiting trial, the need for secure detention or other out of home placement, and ensure court appearances for juveniles in the program by providing close monitoring, crisis intervention and referral for services.

#### **RECOMMENDATION:**

Staff respectfully requests Board authorization to solicit bids for the County's Outreach Detention Services and Electronic Monitoring Services.



**FRANKLIN COUNTY  
BOARD OF SUPERVISORS**

**REQUEST FOR PROPOSAL**

**OUTREACH DETENTION SERVICES AND  
ELECTRONIC MONITORING SERVICES**

**September 1, 2016**

**CONTACTS: SHARON K. TUDOR, MMC, PURCHASING MANAGER**

Franklin County, Virginia  
Outreach Detention and Electronic Monitoring Services

**1.0 GENERAL INFORMATION FORM**

**DUE DATE:** Sealed Proposals will be received until **Thursday, October 27, 2016, no later than 4:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

**ADDRESS:** One original and three (3) copies of the proposals should be mailed or hand delivered to:

**Franklin County Purchasing Department  
Attn: Sharon K. Tudor, MMC  
1255 Franklin Street, Suite 111  
Rocky Mount, VA 24151.**

**Reference the Due Date and Hour in the lower left corner of the return envelope or package.**

1. All questions regarding this RFP must be made in writing. The written questions must be received by the County no later than **5:00 pm, Friday, October 14, 2016**.

All questions shall be directed to:

Joyce Green  
Court Service Unit Director  
Rocky Mount, VA 24151

Tel: (540) 483-3050  
Fax: (504) 483-3058  
Email: Joyce.Green@djj.virginia.gov

2. All such responses by the County shall become part of the RFP.

3. Oral instructions do not become part of the proposal documents.

Note: The County of Franklin, Virginia does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §§ 2.2-4343.1, 1950 as amended or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Federal, State, and County law relating to discrimination in employment or contracting.

This procurement shall be conducted in accordance with the competitive negotiation procedures of the Virginia Public Procurement Act – Section 2.2- 4302.2

In Compliance with this Request for Proposal the named party hereby submits a proposal in response to Franklin County to furnish services described in this RFP. The entire proposal, including Technical proposal, Proposal Cover Sheet, and any supplemental materials required to be provided by the offeror pursuant to the terms and conditions of the RFP, constitute the entire proposal.

The party hereby certifies that such is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bid price or affiant or any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Franklin County or any person interested in the proposed contract.

The party submitting the forgoing Proposal acknowledges the provisions, terms and conditions of this RFP, including all attachments and addenda, and agrees to be bound by those provisions, terms and conditions. Further, the party certifies that all information submitted in response to this RFP is correct and true. The person signing this form shall be an authorized signatory officer of the corporation or an individual authorized by the By-Laws of the Corporation that has been given authoritative responsibility to bind the firm in a contract.

Name and Address of Firm:

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_  
 \_\_\_\_\_ (Signature in Ink by Officer of the Corporation)

\_\_\_\_\_ Name: \_\_\_\_\_  
 \_\_\_\_\_ (Please Print)

\_\_\_\_\_ Zip Code \_\_\_\_\_ Title: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

State Corporation Commission #: \_\_\_\_\_

Receipt of the following Addenda are acknowledged: **Attach a copy of your company's SCC Certificate of officers and a list**

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_  
 (Please note all addenda's)

**(Return this Form)**

**2.0 INTRODUCTION**

Franklin County Juvenile and Domestic Court Services Unit is requesting proposals for The Outreach Detention and Electronic programs which provides supervision & intervention of youth before the Court and on supervision to the CSU.

The goal of the Outreach Detention program is to reduce the number of new law violations while awaiting trial, the need for secure detention or other out of home placement, and ensure court appearances for juveniles in the program by providing close monitoring, crisis intervention and referral for services.

The goal of the Electronic Monitoring Services program is to reduce the number of new law violations while awaiting trial, the need for secure detention or other out of home placement, and ensure court appearances for juveniles in the program by providing close monitoring, crisis intervention and referral for services.

The intent of this Request for Proposal (RFP) is to obtain firm fixed price proposals from firms specializing in technology and services designed to track and monitor offender movement through GPS technology to ensure offender

compliance with court-orders. These services may be used as needed by all County agencies, including the Juvenile Court Service Unit (JCSU).

The anticipated number of offenders to be monitored and tracked on a continuous basis may range from one (1) to forty-five (45) Juveniles. However, the County will be under no obligation to maintain a minimum or maximum number of juveniles on the system.

The successful Contractor shall provide the County with all equipment (hardware and software) necessary for the monitoring and tracking services. All Contract services will be performed in accordance with this RFP.

## **2.0 COMPETITION INTENDED**

It is the County's intent that this RFP permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

## **3.0 SCOPE OF SERVICES**

### **A. Outreach Detention Service Description**

The program shall have staff visit the client in the home and outside the home through contacts with the school, employer, doctor's notes, drive-by unit etc. Any deviations from the client's approved schedule must be reported to the court as soon as possible. The staff shall also provide crisis intervention and referrals to community agencies on an as needed basis. The caseworker provides services to each client, which helps to ensure that the child remains trouble free and available to the court. Children's needs are provided for by referral to appropriate others/agencies, in such areas as counseling and guidance, physical and mental health, recreation, and education. All referrals are made with the approval of the Court Service Unit. Juveniles 10-18 years of ages before the 22nd District Court charged with a detainable offense, and who can by court determination, can be supervised by an alternative to secure detention, reside with parent/legal guardian, or a Court approved adult substitute, are non-violent, not a threat to self or others are eligible for placement in the program.

Outreach Program should have 3 face to face monitoring visits during the week and 1 face to face contact on the weekend. The visits should be on random days and times.

### **B. Electronic Monitoring Service Description**

The Electronic Monitoring program shall monitor the client's location using electronic equipment. When the client is outside of the home, the caseworker shall attempt to verify the subject's reported location through contacts with the school, employer, doctor's notes, drive-by unit etc. Any deviations from the client's approved schedule must be reported to the court as soon as possible. The program shall also provide crisis intervention and referrals to community agencies on an as needed basis. The caseworker shall provide services to each client, which help to ensure that the child remains trouble free and available to the court. Children's needs are provided for by referral to appropriate others/agencies, in such areas as counseling and guidance, physical and mental health, recreation, and education. All referrals are made with the approval of the Court Service Unit. Juveniles 10-18 years of ages before the 22nd District Court charged with a detainable offense, and who can by court determination, can be supervised by an alternative to secure detention, reside with parent/legal guardian, or a Court approved adult substitute, are non-violent, not a threat to self or others are eligible for placement in the program..

EM should have two (2) face to face monitoring visits during the week and one (1) face to face on the weekend. The visits should be on random days and times. There also should be an after-hours system beyond the normal 8 a.m. to 5 p.m. work day in place to deal with emergencies and violations of the programs' rules.

There will be the following requirements for the programs:

- Outreach will need 3 face-to-face contacts during the week and one on the weekend.
- EMP will need 2 face-to-face contacts during the week and one on the weekend.
- The staff person has to be available to testify in Court regarding any violations of the programs rules as well as meeting with the Intake Officer to file the Violations.

### **Monitoring Facility**

1. The Contractor shall, at a centrally located Monitoring Facility, receive, store, and disseminate information generated by the monitoring equipment and system, unless Contractor's system does so at the local County level. Any services provided through a subcontractor may be performed at a

separate facility provided that they encompass an entire system (e.g., programmed contact system; continuous GPS satellite tracking system; electronic monitoring system that is transparent to the County case manager in the remote access environment).

2. The Contractor shall maintain a physical facility that meets all applicable federal, state and local regulations (e.g., building codes, fire and safety codes) and will not endanger the health and safety of employees and the community. The Monitoring Facility shall be located at a secure location where access to the Center and all records are restricted only to authorized individuals.
3. Remote Access to Monitoring System: The Contractor shall provide to the County and its case managers a remote and automated capability for accessing the monitoring system to view, print, download, and enter/modify Offender monitoring information (i.e., web-enabled or application).

**Note:** The remotely accessible system shall have an adequate security infrastructure to prevent unauthorized users from gaining access to offenders' data. The system will have an appropriate security monitoring system at multiple levels (e.g., firewall; database). The security system shall provide information on attempted intrusions and other relevant or useful information that can be reported for further investigation and referral for criminal action.

4. Upon the occurrence of any Key Event, the monitoring system shall notify the County case worker using the caseworker's selected options and schedule by voice, text, pager notification, or e-mail (or all of these methods if selected).
5. The Contractor shall maintain a contingency plan for movement to a backup monitoring system within a reasonable amount of time following a system malfunction.

### Training

1. The Contractor will coordinate with the County to modify the Training Plan as needed, prepare/provide training materials, and deliver training to all County employees using the Contractor's GPS monitoring services.

2. The Contractor shall provide, without cost to the County, trainings session for the County designated staff members concerning the operation and installation of the monitoring equipment and systems herein specified. This training shall take place in a location(s) convenient for department employees. The training will include written instructions concerning use of the monitoring system and equipment.

3. When requested by the County, the Contractor shall provide additional training as needed to include periodic training scheduled for new County staff, training to update staff on any new enhancements to the Contractor's system or to provide refresher training which will be at a minimum of once per year. The COUNTY will limit such additional training sessions to those situations where the training is required to properly implement and operate the monitoring program and will not intend to cause unreasonable cost or inconvenience to the Contractor.

4. All on-site and off-site training provided by the Contractor under this Contract (other than the answering of routine questions received over the course of performance) will be coordinated through the County Contract Administrator or designee.

### Tools

The Contractor shall provide all necessary tools to install, adjust, and remove the monitoring unit and the transmitter from juveniles.

## 4.0 FIRM'S RELATIONSHIP TO THE COUNTY

### a) Independent Contractor

It is expressly agreed and understood that the Vendor is in all respects an independent contractor as to work and is in no respect any agent, servant, or employee of the County. The contract shall specify the work to be done by the vendor, but the method to accomplish the work shall be the responsibility of the Firm.

### b) Subcontracting

The Vendor may subcontract services to be performed hereunder with the prior approval of the County, which approval shall not reasonably be withheld. No such approval will be constructed as making the County a part of, or to, such subcontract, or subjecting the County to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the vendor of its liability and obligation under this contract; and despite any such subcontracting the County shall deal through the Vendor, and subcontractors will be dealt with as representatives of the Vendor.

#### 5.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror. The Evaluation Committee will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

- a) Ability to meet or exceed all requirements stated in Scope of Services. Any deviation in the requirements shall clearly defined. (30 points)
- b) Adequacy and availability of professional level staffing. Education, knowledge, and related work experience of management staff, customer and technical support staff in providing GPS tracking and monitoring services (5 points)
- c) System malfunction contingency plan back up monitoring system. (5 points)
- d) Ability to provide complete/informational and user-friendly monitoring/tracking reports of offender's movement activities. (10 points)
- e) Credentials and related experience. (10 points)
- f) Cost of services. (35 points)
- g) Compliance with contract Terms and Conditions. (5 pts)

#### 6.0 AWARD PROCEDURES

- a) A selection committee shall review the proposals. 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. At the discussion stage the public body may discuss non-binding estimates of project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the purchasing agency 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 purchasing agency can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations 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.

The County reserves the right to make multiple awards as a result of this solicitation. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

- b) The County reserves the right to reject any or all proposals submitted, and to waive any informality in the proposals. The right is also reserved to award the contract where it appears to be in the best interest of the County.
- c) The County reserves the right to revise or amend this RFP prior to the date set for receipt of the proposals. The date set for receipt of proposals may be changed if deemed necessary by the County. Any revisions and/or amendments will be in the form of an addendum to this RFP.
- d) **RENEWAL OF CONTRACT:** This contract may be renewed by the County for four (4) successive one year periods under the terms and conditions of the original contract. Price increases may be

negotiated only at the time of renewal. Written notice of the County's intention to renew shall be given approximately 30 days prior to the expiration date of each contract period.

#### 7.0 SUBMISSION OF PROPOSALS FORMAT

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

- a) The Contractor shall provide information on monitoring system architecture to include the hardware, software, Application and power source(s).
- b) Provide a listing showing professional staffing. Provide resumes of these personnel, in particular showing their related work experience of management staff. Include information regarding your customer and technical support in providing GPS tracking and monitoring services.
- c) Provide documentation showing your company's contingency plan for backup monitoring services.
- d) Provide sample reports including sample invoices
- e) Firm Credentials and References. All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of proposal as non-responsible. Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.
- f) Provide breakdown of cost of services. The County would like to see an example of what a monthly bill would be for having thirty (30) units in an active monitoring status and six (6) units on a shelf status. Please include all costs associated with this operation on the sample invoice.
- g) Compliance with Contractual Terms and Conditions. Either state your acceptance of our contract terms and conditions or describe your variances to our terms and conditions.
- h) Include the equipment specification literature and the warranty information from the manufacturer.

#### SPECIAL TERMS AND CONDITIONS

**BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (90) days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the County's website, [www.franklincountyva.gov/Departments/Procurement](http://www.franklincountyva.gov/Departments/Procurement).

**CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**RENEWAL OF CONTRACT:** This contract may be renewed by the County for four (4) successive one year periods under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Written notice of the County's intention to renew shall be given approximately 30 days prior to the expiration date of each contract period.

**STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to B-30 Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

**COOPERATIVE PURCHASE:** If authorized by the Offeror, the contract resulting from this Request for Proposals may be extended to other public bodies, public agencies or institutions within the State of Virginia to purchase at contract prices and terms. Any public entity that uses the contract shall place its own order(s) directly with the contractor(s). Franklin County Board of Supervisors is not a party to such contracts and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Offeror's responsibility to notify the jurisdictions of the availability of contract(s). Offerors who do not wish to extend the terms, conditions and prices to other public entities shall so indicate in the proposal.

FRANKLIN COUNTY  
BOARD OF SUPERVISORS  
PURCHASING DEPARTMENT

I. GENERAL TERMS AND CONDITIONS

1. Reservation of County Rights:

The County reserves the right to accept or reject any or all bids, to waive any informality and to make an award to a party other than the low bidder, if deemed in the best interest of the County, subject to the provisions under the Virginia Public Procurement Act.

The County does not discriminate against faith-based organizations.

2. Laws of the Commonwealth:

Any purchase order/contract resulting from this bid process shall be governed; in all respects whether as to its validity, construction, capacity, performance or otherwise; by the laws of the Commonwealth. Successful bidders providing goods to the County herewith assure the County that they are conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract of over \$10,000 the provisions in 1 and 2 below apply:

(1) During the performance of this contract, the contractor agrees as follows:

- A. Nondiscrimination Clause: The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Equal Opportunity Employer: The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(2) Subcontractors: The contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

(3) Drug Free Workplace – During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or

purchase order of over \$10,000, so that such provision will be binding upon each subcontractor or vendor.

3. Tax Exemption:

The County is exempt from State sales, and use taxes and will issue a Certificate of Exemption upon request. Deliveries against any items of this bid procedure shall be free from any excise or transportation taxes. Excise exemption registration NO. 54-600-1508 may be used when required or necessary on behalf of the County.

4. Modifications, Additions, or Changes:

Modifications, additions, or changes to the terms and conditions of this invitation to bid may be cause for rejection of your bid. All bids shall be entered on the official bid forms, if provided. Bidders who attach or submit bids on their or any other forms may be considered unresponsive and may be rejected if an official bid form is provided.

5. Delivery Point:

Except when otherwise specified herein, all items shall be F.O.B. delivered to any point within the County as directed by the Central Purchasing Department.

6. Transportation and Packaging:

The authorized agent by signing this bid certifies and warrants that the bid price offered for F.O.B. destination, includes only the actual freight rate costs at the lowest and best rate and is based on the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description and number, size and quantity.

7. Evaluation of Bid Documents:

If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other bid documents, the prospective bidders shall submit a written request, within the time frame provided, after receipt of the invitation to bid to the Central Purchasing Department. The Central Purchasing Department will have final authority to review any discrepancies or deficiencies in the specifications and then make the necessary interpretations or revisions. Interpretations or revisions shall be made official by the issuance of any necessary addendum and distributed to all potential bidders. The Central Purchasing Department will not be responsible for explanations or interpretations of the bid documents, except as issued in writing by the Purchasing Manager and/or County Administrator.

8. Default:

In the case of default by the successful bidder or failure to deliver the goods or services ordered by the time specified, the Department of Central Purchasing, after due written notice may procure these goods or services from other sources and hold the defaulting vendor responsible for any excess cost occasioned thereby.

9. Anti-Collusion Certification:

The authorized agent by signing this bid certifies and warrants that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The signing agent understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The signing agent also agrees to abide by all conditions of this bid and certifies that he or she is duly authorized to sign this bid for the bidder represented herein.

10. Kickbacks:

The signing agent certifies and warrants that neither he/she nor the bidder from whom he/she is authorized to act has offered or received any kickback from any other bidder, suppliers, manufacturer, or subcontractor in connection with his/her bid on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchange. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

11. Gifts by Bidder, Offeror, Contractor, or Subcontractor:

No bidder, offeror, contractor, or subcontractor, shall confer on any public

employee or official having formal responsibility for a procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

12. Termination/Cancellation of Contract:

Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

B. Termination for Cause

Termination by the County for cause, default or negligence on the part of the appraiser or firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination of Cause.

C. Non-Appropriation Clause/Termination due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

13. Quantities:

Quantities set forth in this invitation are estimates only, and the successful bidder shall supply at bid prices actual quantities as ordered regardless of whether such total quantities are more or less than those shown.

14. Ordering:

All orders from the County shall be issued by the Central Purchasing Department. A County purchase order number is required for the contract; yet partial order quantities and deliveries will be accepted upon request or as outlined in the Special Specifications, by the Central Purchasing Department. No other department or personnel other than those in the Central Purchasing Department of the County are qualified to issue purchase orders, make changes in orders, or accept delivery on orders under this contract without specific written authorization being received by the contractor from the Central Purchasing Department or as otherwise specified in the Special Specifications.

15. Invoices/Billing Process:

Invoices for items ordered, delivered, and accepted by the Central Purchasing Department or authorized departments shall be submitted by the contractor directly to the Accounting Department, at the address shown on the purchase order. The purchase order number must be referenced on all invoices regardless of quantities delivered, backordered, etc. Any outstanding quantities not included in the billing or invoice should be shown on a separate statement specifically marked, as not being an invoice for payment yet is an accountability of items and cost outstanding.

16. Discounts:

All bids will be evaluated and awarded on net prices. Cash discounts will not be considered in making awards. If cash discounts for prompt payment are offered, it must be clearly shown on the bid forms in the space provided. On monthly invoices any payment terms must be clearly marked. The County will attempt to take advantage of any such discounts provided our timetable allows us to do so.

17. Hold Harmless:

The successful contractor assumes and agrees to indemnify, defend and hold harmless Franklin County, Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, labor, goods, or equipment of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence on the part of the using agency or to the manner outlined by the contractor and description literature or specifications submitted with the contractor's bid.

18. Warranty:

The contractor shall provide warranty documents on any material, goods or equipment of any kind or nature provided by the contractor, his subcontractor or other agents. The warranty shall be in effect for the period of time specified.

19. Contractual Intent

Upon successful award of this bid by the County, it is the County's intent to have a written contract fully executed by all participating parties. This contract shall delineate the capacity, performances and considerations for all parties involved.

The contents of the bid submitted by the successful bidder and the bid specifications shall become a part of any contract awarded as a result of these specifications. The successful vendor will be expected to sign a "Standard Contract for Services" with the County.

**Sample contracts may be submitted by either party at the time of the bid, however, the County reserves the right to use its uniform contract format over all samples submitted.**

20. Insurance

By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will maintain all required Worker's Compensation, Employer's Liability, Commercial General Liability and Automobile Liability insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Copies of insurance certificates shall be submitted with all bids/proposals.

21. Use of Name Brands within These Specifications:

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality to the specific brand, make, manufacturer, or specification named; it is to set forth and convey to prospective bidders the general style, type, character and quality of article desired, and wherever in specifications or contract documents a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is recognized the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.

22. Access to Records:

The County Administrator or his duly authorized agent, shall, until the expiration of three (3) years following the final payment on this Agreement, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Lessor and Assignee involving transactions related to this Agreement. Lessor and Assignee shall have the reciprocal right, until the expiration of three (3) years following final payment on this Agreement, to have access to and examine and copy any directly pertinent books, documents, papers and records of the County Administrator in the event of litigation or arbitration involving this Agreement, rights of access, examination and copying hereunder granted to Lessor, Assignee, and Lessee shall continue until such claims have been finally disposed of.

## **II. SPECIAL TERMS AND CONDITIONS**

**BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (90) days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the County's website, [www.franklincountyva.gov/Departments/Procurement](http://www.franklincountyva.gov/Departments/Procurement).

**CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**RENEWAL OF CONTRACT:** This contract may be renewed by the County for four (4) successive one year periods under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Written notice of the County's intention to renew shall be given approximately 30 days prior to the expiration date of each contract period.

**STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to B-30 Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

**COOPERATIVE PURCHASE:** If authorized by the Offeror, the contract resulting from this Request for Proposals may be extended to other public bodies, public agencies or institutions within the State of Virginia to purchase at contract prices and terms. Any public entity that uses the contract shall place its own order(s) directly with the contractor(s). Franklin County Board of Supervisors is not a party to such contracts and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Offeror's responsibility to notify the jurisdictions of the availability of contract(s). Offerors who do not wish to extend the terms, conditions and prices to other public entities shall so indicate in the proposal.

**FRANKLIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER  
State Corporation Commission Form**

**Virginia State Corporation Commission (SCC) registration information. The offeror:**

is a corporation or other business entity with the following SCC identification number \_\_\_\_\_ -  
**OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Franklin County reserves the right to determine in its sole discretion whether to allow such waiver):

**STATEMENT OF DISCLAIMER**

RE: \_\_\_\_\_ (BID OR RFP #)

This is to certify that no employee, official, or elected officer of the County of Franklin has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services as referenced above.

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary Date

STATE OF \_\_\_\_\_, To-Wit:

I, the undersigned, a Notary Public in and for the State aforesaid, whose commission as such will expire on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, do hereby certify that \_\_\_\_\_ whose name(s) is/are signed to the foregoing statement bearing date of \_\_\_\_\_, 20\_\_\_\_, this day personally appeared before me in the State aforesaid and acknowledged the same before me.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

CONTRACTOR ELIGIBILITY CERTIFICATION

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

\_\_\_\_\_  
Name of Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Corporation

\*\*\*\*\*

**LAW ENFORCEMENT DAY RESOLUTION**

**RESOLUTION**

**Declaring October 1, 2016 as Law Enforcement Day in FRANKLIN COUNTY**

**WHEREAS**, the people of the County of Franklin have a long history demonstrating respect for the importance of police in maintaining the rule of law, peaceful life and public safety within our community and surrounding jurisdictions; and

**WHEREAS**, the County of Franklin is proud of the fine police officers, administrators and support personnel of the Franklin County Sheriff's Department who patrol, secure and serve the citizens of the County; and

**WHEREAS**, the residents of the County of Franklin also receive law enforcement services and protection from the Franklin County Sheriff's Office and the Virginia State Police; and

**WHEREAS**, the Retail Merchants Association of Franklin County is sponsoring Law Enforcement Day at the Dorothy R. Cundiff Farmers Market at Citizen Square on Saturday, October 1, 2016, to recognize and honor local police, sheriff's officers and corrections personnel; and

**WHEREAS**, the Franklin County Board of Supervisors, hereby wish to communicate to the law enforcement community on behalf of our residents the gratitude, respect, honor and trust we have

for our law enforcement officers, administrators, corrections officers and support personnel who continue to make our lives and property safe, secure and protected;

**NOW, THEREFORE, BE IT RESOLVED** this 20<sup>th</sup> day of September, 2016, that the Franklin County Board of Supervisors, Rocky Mount, Virginia, assembled in regular session, does hereby declare and proclaim the 1<sup>st</sup> day of October 1, 2016, to be Law Enforcement Day in the County of Franklin, and do call its observance to the attention of our grateful residents.

Given under my hand this 20<sup>th</sup> day of September, 2016:

\*\*\*\*\*

**(RESOLUTION #01-09-2016)**

BE IT THEREFORE RESOLVED, by the Board of Supervisors to approve the consent agenda items pulling the Jamison Mill Park Lease for further discussion, as presented above.

MOTION BY: Charles Wagner

SECONDED BY: Leland Mitchell

VOTING ON THE MOTION WAS AS FOLLOWS:

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

\*\*\*\*\*

**JAMISON MILL PARK LEASE**

The United States Army Corps of Engineers (USACE) owns and manages Jamison Mill Park. The entrance bridge to the park is an overflow style that creates a safety concern whenever the region is under a storm event, which usually plugs the culverts with debris and sends everything over the road. The USACE has tried numerous approaches to replacing the entrance bridge for many years. The USACE has been unable to install the bridge and the park has been closed for approximately two years. On August 16, 2016 the USACE approached the Board with a request for the County to assume the responsibility of Jamison Mill Park. The USACE shared that they are now able and will soon install a new entrance bridge, however Rocky Rockwell of the USACE noted that Philpott Lake management is under increasing pressure to close Jamison Mill Park due to operating cost restraints. The USACE stated that the temporary closure could likely become permanent unless the County conveys its intent to assume responsibility for the park through a long term lease for operations and maintenance.

During last month's Board meeting, staff shared preliminary cost estimates for the County reopening and operating Jamison Mill Park with the assumption that the USACE replaces the bridge and repairs the road. Staff estimates that it will cost \$99,769 to open and operate the park for the first year. This figure includes \$48,000 in initial capital and \$51,769 in operating expenses. Please note these are preliminary estimates, whereby the County has not completed formal engineering, structural, mechanical, or environmental assessments on the property and therefore, such costs could change. Furthermore, the preliminary estimates do not include operating costs for future years or any future park improvements such as campground expansion, boat launch improvements, major repairs, etc.

If the Board wishes to proceed with the USACE's proposal, then staff will need the Board's approval to enter into negotiations with the Army Corps of Engineers and coordinate the terms of a lease agreement. Once a formal lease is negotiated and drafted, such document would need to be approved by the Board before being executed. Once such lease is approved, capital and operational funding for the new park will need to be re-programmed or programmed into the County budget for either the current fiscal year (FY'16-17) or next fiscal year (FY '17-'18) depending on the lease execution date with the USACE.

**RECOMMENDATION:**

Staff respectfully requests the Board of Supervisors to submit a letter of intent to negotiate a lease with the United States Army Corps of Engineers for the long term operations and maintenance of Jamison Mill Park on Philpott Lake.

Ronnie Thompson, Boone District Supervisor, expressed questions on cost. Brent Robertson, County Administrator, stated the County was under NO OBLIGATION with negotiations between the Army Corp and the County for funding of this project.

\*\*\*\*\*

**(RESOLUTION #02-09-2016)**

BE IT THEREFORE RESOLVED, by the Board of Supervisors to authorize the letter of intent with no obligation from the Board committing County funds.

MOTION BY: Tim Tatum

SECONDED BY: Ronnie Thompson

VOTING ON THE MOTION WAS AS FOLLOWS:

AYES: Mitchell, Thompson, Wagner, Cundiff, Camicia, Tatum & Brubaker

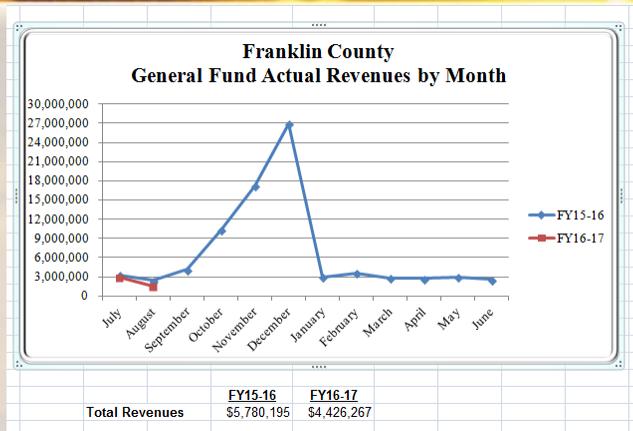
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**MONTHLY FINANCE REPORT**

Vincent K. Copenhagen, Director of Finance, shared with the Board the Financial Monthly Report as follows:

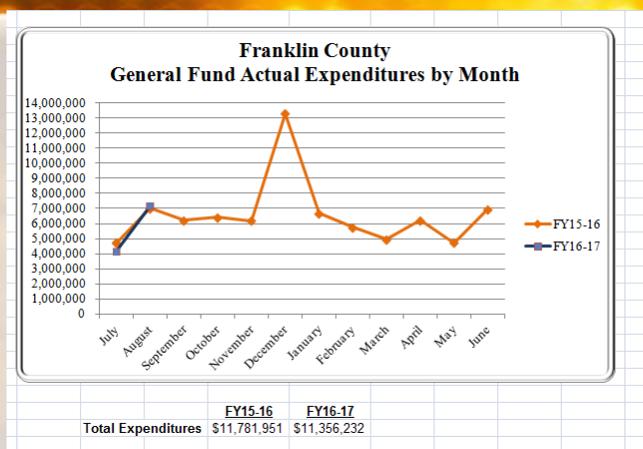


Revenues



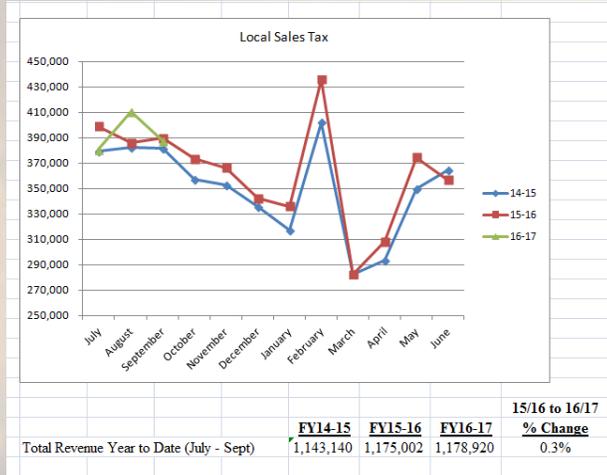
fppt.com

Expenditures



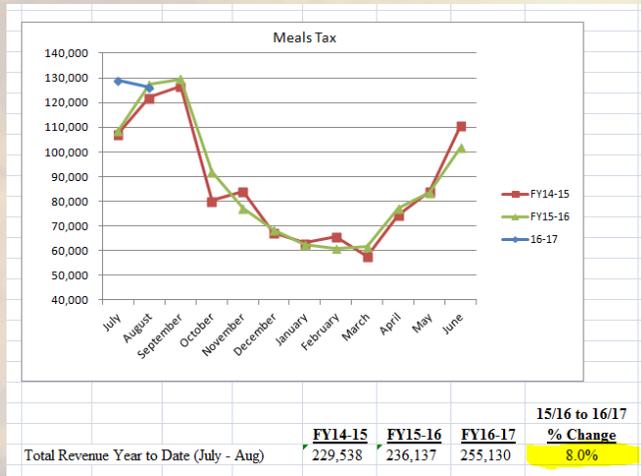
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# Local Sales Tax



fppt.com

# Meals Tax



fppt.com

## Cash Balances

Franklin County					
General Fund Cash Balance					
(in Million of Dollars, as of Month-End)					
	<u>FY12-13</u>	<u>FY13-14</u>	<u>FY14-15</u>	<u>FY15-16</u>	<u>FY16-17</u>
July	16.0	16.1	13.9	14.1	15.8
August	15.4	12.3	10.9	9.2	10.1
September	10.3	10.8	6.0	6.9	
October	5.8	12.6	7.3	10.9	
November	18.7	23.5	17.8	21.9	

fppt.com

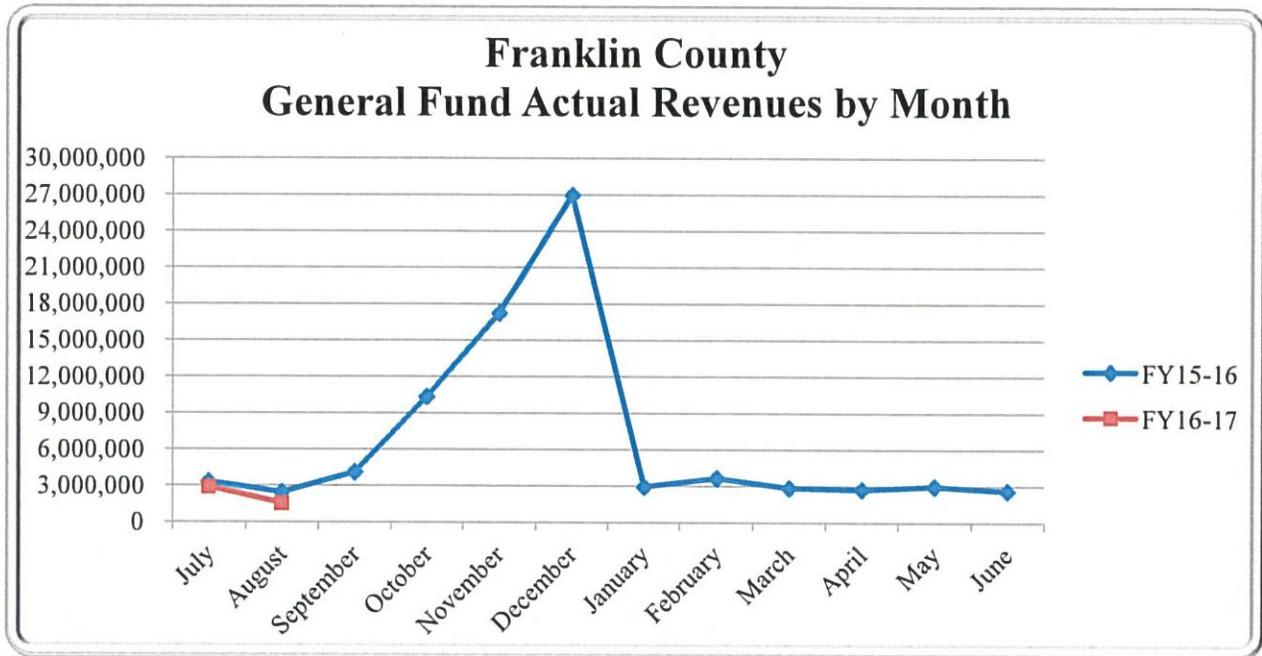


Franklin County  
Finance Report  
September 20, 2016

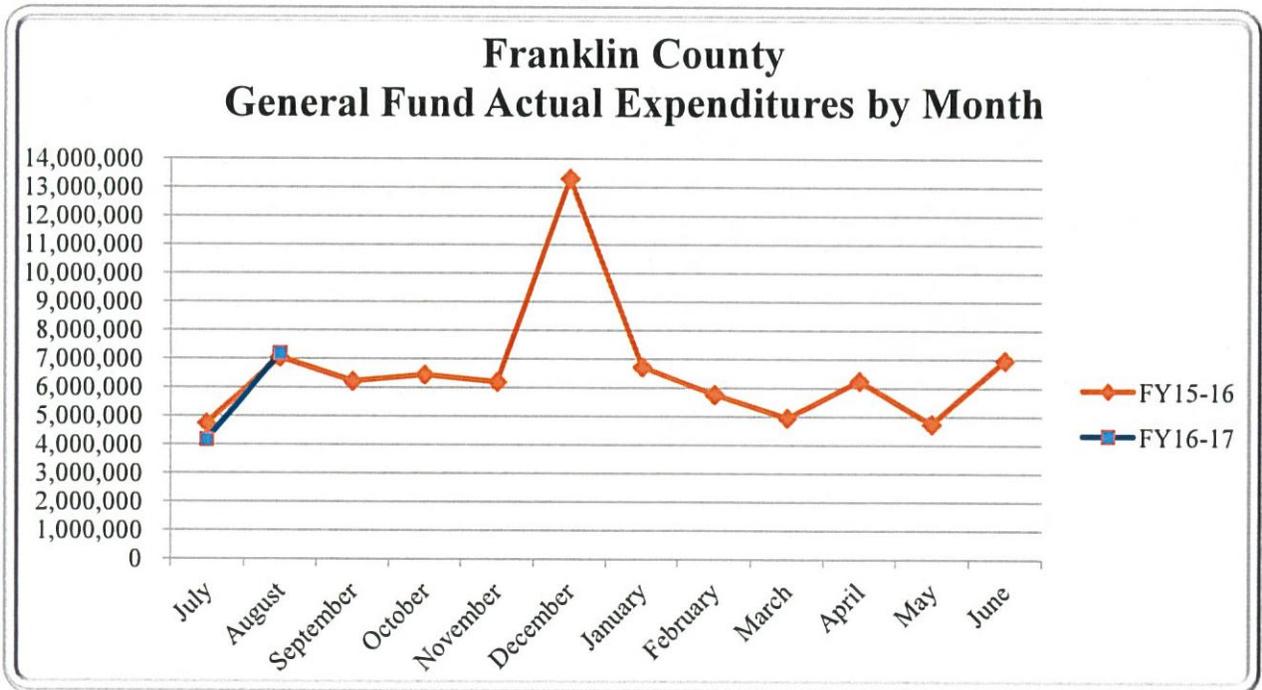
fppt.com

**Franklin County**  
**Cash Basis Revenue and Expenditure Summaries (Unaudited)**  
**General Fund and School Fund Only**  
**For the Two Months Ending August 31, 2016**

<b>REVENUES:</b>	<b>Budget and Appropriations Current Year</b>	<b>Actual Year to Date Revenues</b>	<b>Balance To Be Realized</b>	<b>Percent of Budget</b>
General Property Taxes	48,963,964	513,089	(48,450,875)	1.0%
Other Local Taxes	11,413,814	1,499,889	(9,913,925)	13.1%
Permits, Fees and Licenses	368,778	48,155	(320,623)	13.1%
Fines and Forfeitures	50,000	4,569	(45,431)	9.1%
Revenue from the use of Money and Property	785,212	67,878	(717,334)	8.6%
Charges for Services	2,451,653	430,261	(2,021,392)	17.5%
Miscellaneous Revenue	480,384	279,773	(200,611)	58.2%
Recovered Costs	596,003	106,520	(489,483)	17.9%
Revenue from the Commonwealth	15,754,889	1,471,831	(14,283,058)	9.3%
Federal Government	161,029	4,302	(156,727)	2.7%
<b>Subtotal</b>	<u>81,025,726</u>	<u>4,426,267</u>	<u>(76,599,459)</u>	5.5%
Fund Balance/Carryover Funds	927,235			
Total General Fund	<u>81,952,961</u>			
<b>Schools</b>				
Cafeteria, Misc, State, Federal	52,299,361	5,348,365	(46,950,996)	10.2%
Local Funding from County	32,898,152	4,675,432	(28,222,720)	14.2%
Total School Fund	<u>85,197,513</u>	<u>10,023,797</u>	<u>(75,173,716)</u>	11.8%
<b>EXPENDITURES:</b>	<b>Budget and Appropriations Current Year</b>	<b>Actual Year to Date Expenditures</b>	<b>Balance To Be Expended</b>	<b>Percent of Budget</b>
General and Financial Administration	4,339,514	1,119,846	3,219,668	25.8%
Judicial Administration	2,734,519	440,565	2,293,954	16.1%
Public Safety (Sheriff, Corrections, Fire, EMS)	13,278,679	2,011,195	11,267,484	15.1%
Public Works	3,544,083	416,038	3,128,045	11.7%
Health and Welfare	11,812,225	1,636,193	10,176,032	13.9%
Parks, Recreation, Libraries, Community Colleges	2,014,983	334,083	1,680,900	16.6%
Community Development	3,222,434	723,904	2,498,530	22.5%
Transfers to Schools, Capital, Debt	41,006,524	4,674,408	36,332,116	11.4%
Total General Fund	<u>81,952,961</u>	<u>11,356,232</u>	<u>70,596,729</u>	13.9%
School Fund	<u>85,197,513</u>	<u>10,873,479</u>	<u>74,324,034</u>	12.8%



	<b>FY15-16</b>	<b>FY16-17</b>
<b>Total Revenues</b>	\$5,780,195	\$4,426,267



	<b>FY15-16</b>	<b>FY16-17</b>
<b>Total Expenditures</b>	\$11,781,951	\$11,356,232

\*\*\*\*\*

**TELECOMMUNICATIONS INFRASTRUCTURE**

Steve Thomas, IT Director and Chuck Kirby, Chief Operations & Management Analyst, presented the following update on the County's Telecommunications Infrastructure:

# Broadband Accessibility

September 2016

## Overview

- Identifying the problem
- Background
- Virginia Localities Pursuing Broadband
- Next Steps

## Accessibility and Opportunity

- **Due to incomplete broadband accessibility, Franklin County is being left behind in the digital age.**
  - *Businesses* use it to communicate, acquire supplies, and sell goods/services
  - *Citizens* use it to purchase goods/services, improve healthcare, and for children to do homework
  - *Nonprofits* use it to save money, circulate information, and create awareness
  - In sum, *Franklin County* needs accessible broadband, but it is often unavailable

# What is Broadband?

- **Broadband** - Refers to speed and capacity (bandwidth) of a network connection. **Broadband, in this context, refers to high-speed connections to very high-speed networks, enabling fast data transmission.**
  - **Broadband networks have the potential to dramatically change, enhance, and transform how people live their lives.**

## Background

- Franklin County has been active in advocating broadband accessibility throughout the 21<sup>st</sup> century.
- In 2006, the Board of Supervisors chose to let private sector vendors utilize their expertise in expanding broadband access throughout Franklin County.
  - Recently, accessibility has tapered.

## More Background: A Double-edged Sword

• **What makes Franklin County a great place to live are reasons why progress has leveled off.**

- |   |  |
|---|--|
| <p><b>Quality of Life Benefits</b></p> <ul style="list-style-type: none"> <li>• Scenic views</li> <li>• “Room to Roam”</li> </ul> | <p><b>Barriers to Expanding Broadband Accessibility</b></p> <ul style="list-style-type: none"> <li>• Rugged terrain increases infrastructure costs (costly supply)</li> <li>• Low population density (lower demand)</li> </ul> |
|---|--|

# Virginia Localities Exploring Broadband Access Since June '16

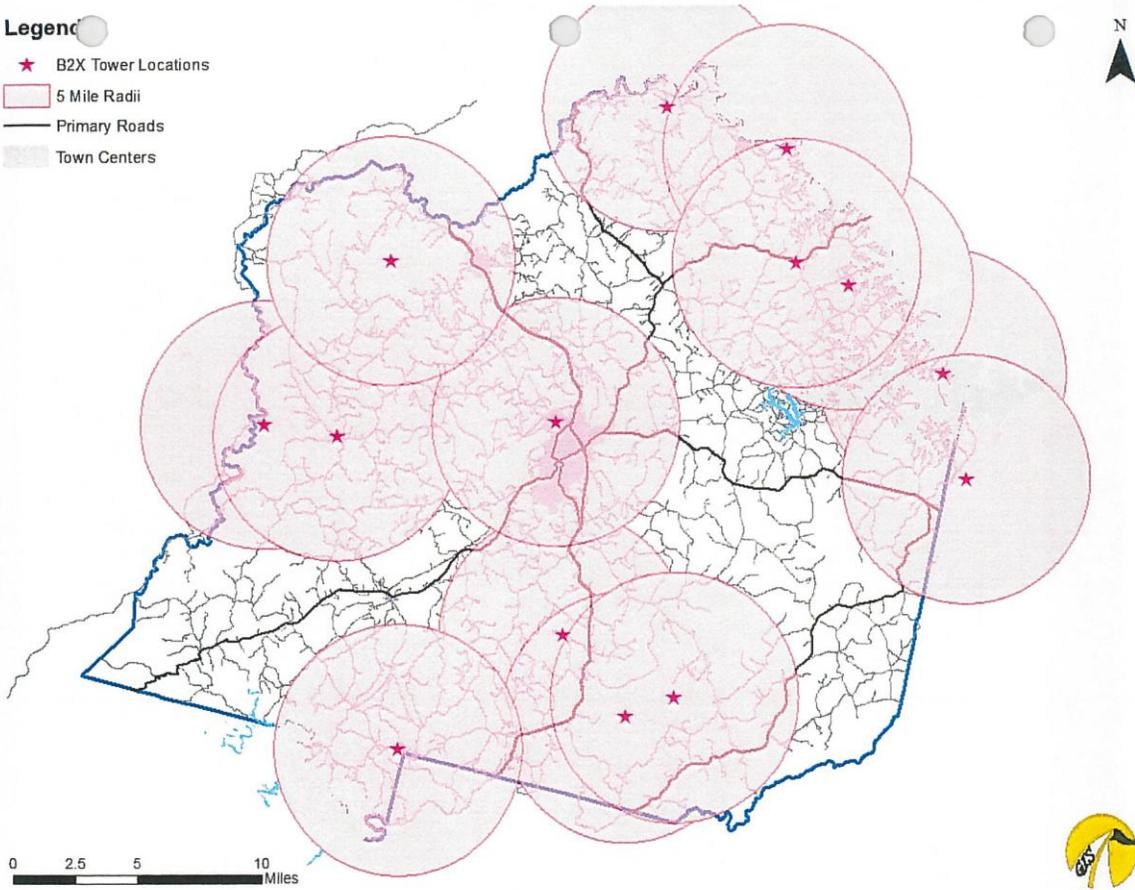


## Moving Forward

- Franklin County has been active in advocating broadband accessibility throughout the 21<sup>st</sup> century.
- **Is it time for Franklin County to become active in stimulating broadband service growth?**

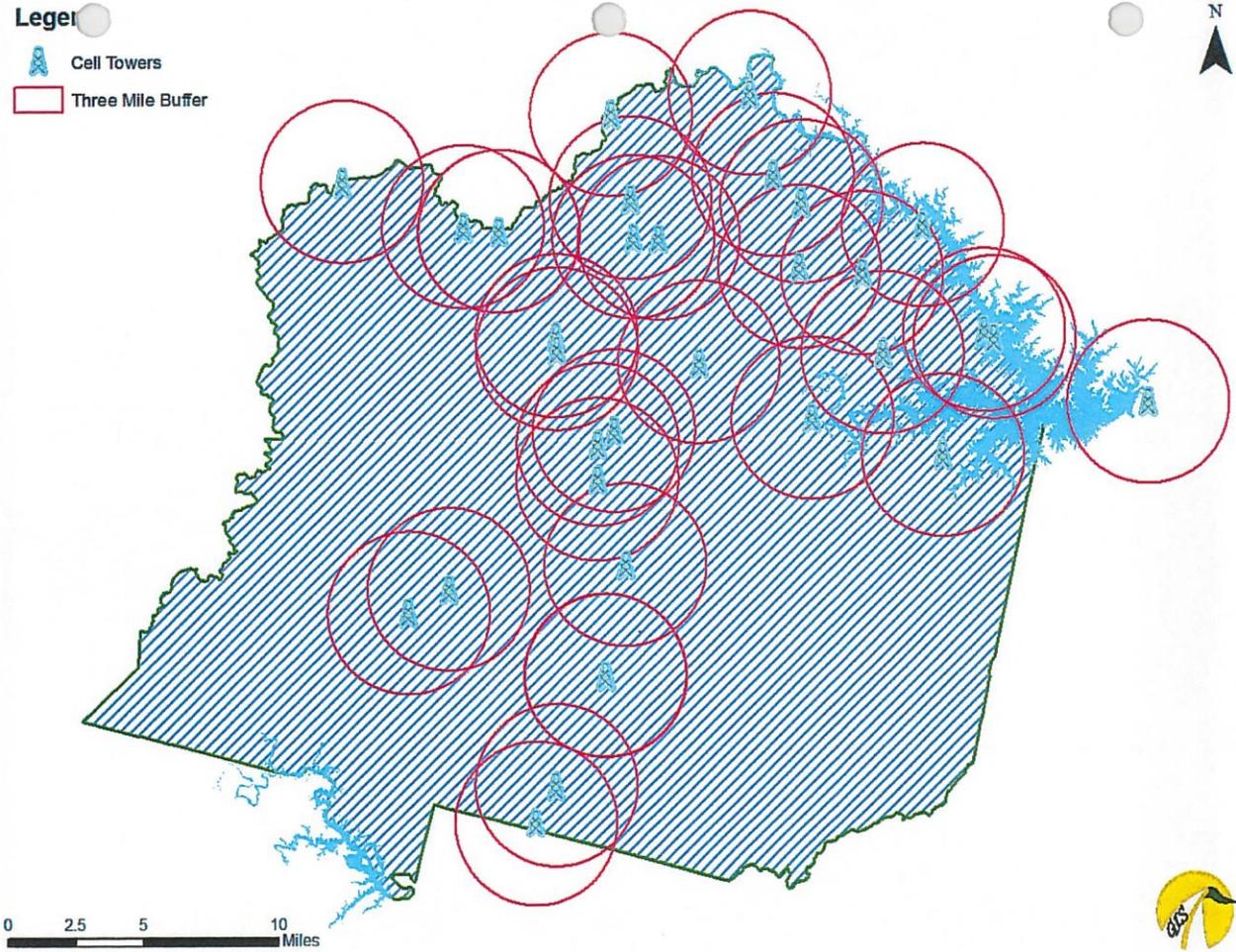
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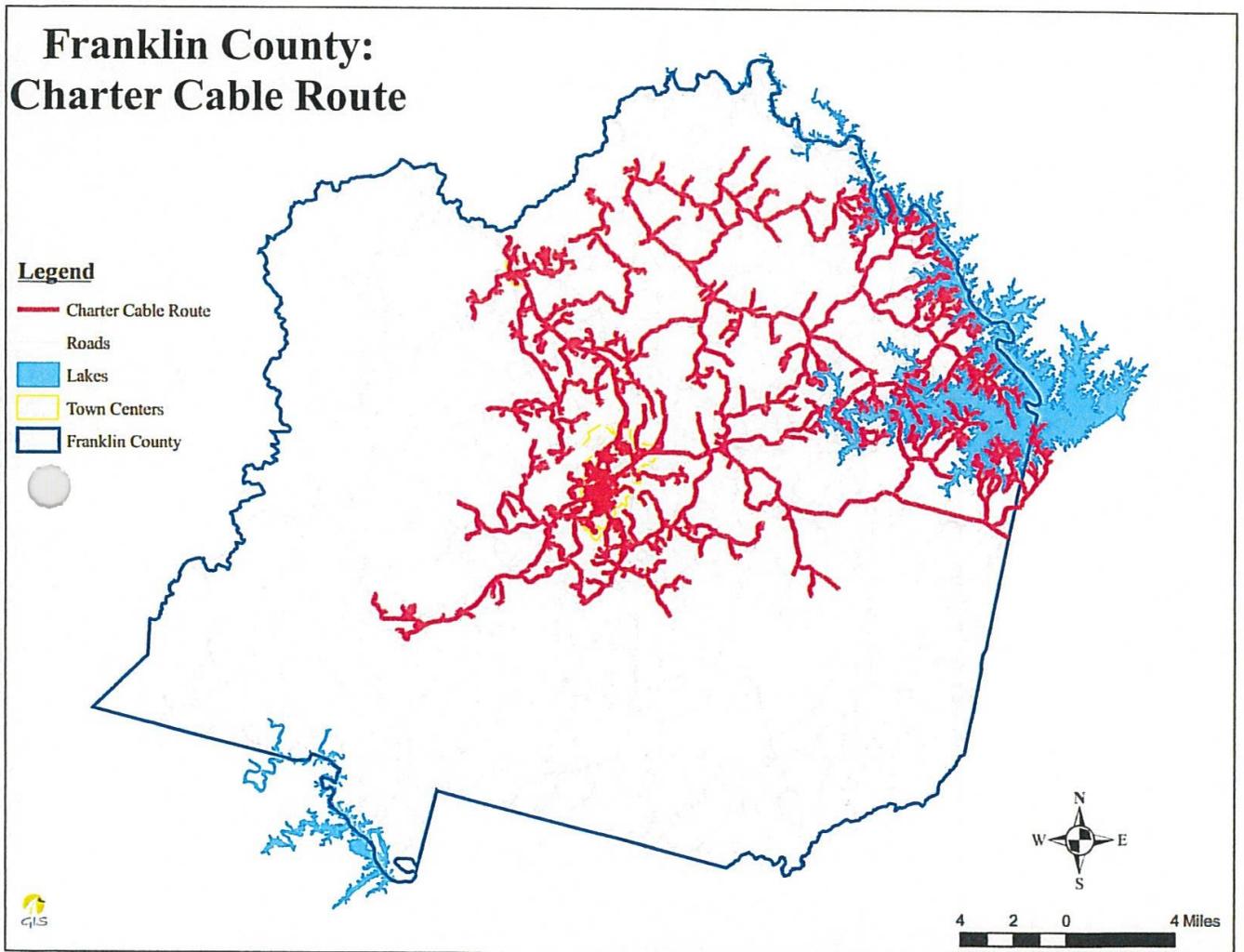
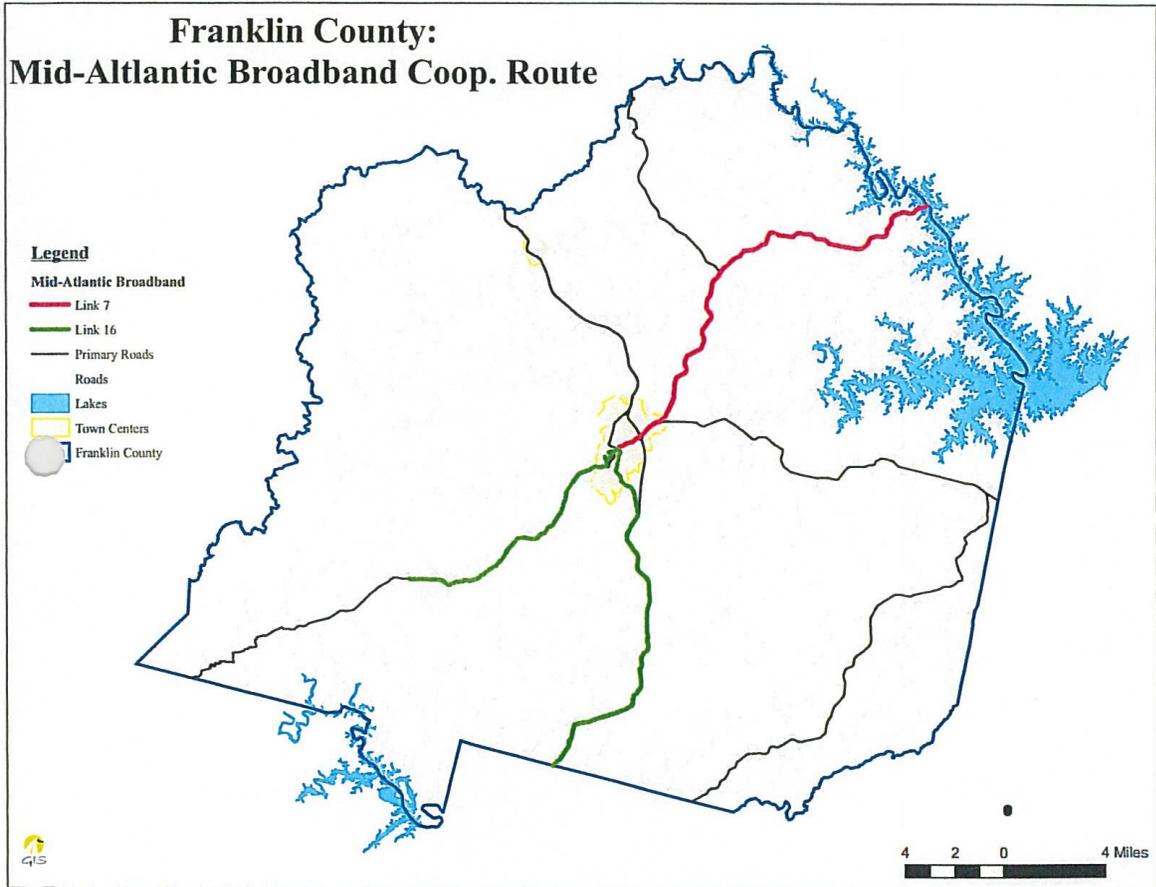
- ★ B2X Tower Locations
- 5 Mile Radii
- Primary Roads
- Town Centers



Legend

- Cell Towers
- Three Mile Buffer





General discussion ensued.

The Board chose to have a further work session in October.

\*\*\*\*\*

**FIRST RESPONDERS MEMORIAL**

Matt Hankins, Assistant Town Manager, Rocky Mount, advised the Board that the First Responders Memorial Commission is composed of representatives of the Town, County, fire & rescue, and public safety.

The Commission started in 2011 and arose from the unfortunate deaths of Posey Dillon & Danny Altice in 2010. Members of the commission include me, Supervisor Charles Wagner, former Rocky Mount Fire Chief Charlie Robertson, Public Safety Director Darryl Hatcher and former Rocky Mount Fire Department Auxiliary President B.W. Wright.

Our mission is to create a lasting monument to local first responders who have lost their lives in the line of duty. State and local police, sheriff's deputies, fire and EMS responders who have sacrificed their lives to service within the county, its towns or Ferrum College are eligible for inclusion on the monument.

The commissioners have a largely complete design for a monument, and I will have a model to show you during my presentation.

The commission has designated a location, space approved by Rocky Mount Town Council this past spring for this purpose on town-owned land next to the Rocky Mount Fire Department.

We have criteria setting forth who may be honored on the monument.

The commission has a fairly complete list of names of those who qualify to be on the monument, and space set aside for those we may lose in the future.

We have a general concept of the site layout, and a plan for funding development of a memorial park around the memorial.

To date, we have \$27,707.24 pledged to this effort: \$10,000 each from the Town and the County, and \$7,707.24 remaining from the Lights For Life campaign. We will be doing further fundraising from major donors and intend to include the opportunity for other first responders to be honored for their service with bricks, similar to Veterans Park.

I am here today to ask you to reaffirm your commitment of the initial \$10,000, or more if you so desire.

The Town of Rocky Mount has reaffirmed its commitment to the project. If the Board is still committed to this project, the Commission will finalize design and costs this fall.

Town Public Works crews will prepare the site, and the memorial will be installed at grade next year, with the park to be developed around it as fundraising permits. Estimates for completion of the park-range up to \$220,000, although, we expect to bring it in lower than that. Any excess funds raised will go toward ongoing maintenance of the park and memorial.

Anyone who has questions about the memorial or the names to be included may contact me at my office, 483-0907. The same goes for anyone who desires to make donations to the project; the Town will serve as the fiscal agent for this project, and donations from the public are tax-deductible.



**(RESOLUTION #03-09-2016)**

BE IT THEREFORE RESOLVED, by the Board of Supervisors to affirm the County's support, contribution, and subsequent appropriate of \$10,000 from the County Budget (Board's Contingency) towards the First Responders Memorial, as discussed.

MOTION BY: Bob Camicia

SECONDED BY: Tim Tatum

VOTING ON THE MOTION WAS AS FOLLOWS:

AYES: Mitchell, Thompson, Cundiff, Camicia, Tatum & Brubaker

ABSTAINED: Wagner

\*\*\*\*\*

**CAREER TECHNICAL CENTER TOUR/TUESDAY, OCTOBER 18, 2016 @ NOON**

Brent Robertson, County Administrator, advised the Board a Career Technical Center Tour has been scheduled for the Board on Tuesday, October 18, 2016 @ Noon and they will be departing from the Government Center at 11:30 a.m.

\*\*\*\*\*

**Public Hearing Advertisement Request County Easement - Proposed Mountain Valley Pipeline (RESOLUTION #04-09-2016)**

BE IT THEREFORE RESOLVED, by the Board of Supervisors to authorize staff to hold a public hearing during their October Board meeting regarding the proposed sale of easements to the Southway Industrial Park, 220 North, Rocky Mount, Virginia.

**PUBLIC NOTICE**

In accordance with State Code Section 15.2-1800 (B), the Franklin County Board of Supervisors will hold a public hearing at approximately **6:00 P.M., on Tuesday, October 18, 2016**, at the Franklin County Government Center, 1255 Franklin Street, Suite 104, Rocky Mount, Virginia to consider the sale of an easement to Mountain Valley Pipeline for a permanent 50 foot Right-of-Way (consisting of 2.3725895 acres) and temporary rights of way and easements (which shall expire upon final completion of the construction and reclamation of the Pipeline and affected areas being a total of 75 feet (consisting of 3.5588843 acres), located in part on each side of the permanent easement impacting land more particularly described in deeds to Grantor from (1) Southway Farm, LLC by General Warranty Deed dated December 15, 2015, and recorded in Book 1071, Page 28, in Franklin County, Virginia, being Tax ID#: 0370005400 and from (2) Ronald E. Sink and Margaret W. Sink (a.k.a. Janice W. Sink), husband and wife by General Warranty Deed dated July 06, 2016, and recorded in Book 1079, Page 1225 in Franklin County, Virginia being Tax ID# 0370005300. Also to be conveyed on the aforementioned land is a temporary easement for a work site.

MOTION BY: Ronnie Thompson

SECONDED BY: Tim Tatum

VOTING ON THE MOTION WAS AS FOLLOWS:

AYES: Mitchell, Thompson, Wagner, Cundiff, Camicia, Tatum & Brubaker

\*\*\*\*\*

**OTHER MATTERS BY SUPERVISORS**

**RONNIE THOMPSON/BOONE DISTRICT SUPERVISOR**

Mr. Thompson requested staff to seek confirmation that no compressor stations for MVP are planned within Franklin County and report back to the Board.

Mr. Thompson stated he felt sure and requested staff's conformation that all federal and state environmental regulatory laws and guidelines are applicable to the County's new business & industrial park located on 220 North.

\*\*\*\*\*

**TIM TATAUM/BLUE RIDGE DISTRICT SUPERVISOR**

Mr. Tatum requested staff to report back to the Board on the progress from the School Division on the \$576,000 re-instated into the School System budget to fund those items presented by Dr. Church to the Board this past spring (i.e. LPN School Nurse / para-professionals revised pay scale, autism program, etc.) and if such items have now been followed through with and in fact actually funded / processed.

Mr. Tatum requested an update on the Glade Hill Fire Engine. Staff will forward information in the Friday packet to each Board member.

\*\*\*\*\*

**LELAND MITCHELL/SNOW CREEK DISTRICT SUPERVISOR**

Mr. Mitchell expressed his gratitude and thank you's to staff and the many volunteers for the successful County Fair event this past weekend. Other Board members agreed and requested that such should be properly recognized at a future meeting.

Mr. Mitchell stated his concern that the Board needs to properly follow its operating guidelines and procedures whereby the Board should not vote on items when such items are not on the Board agenda, whereby if such items come up then the Board needs to have them placed back on the Board agenda for Board action and follow proper proto-call accordingly. Mr. Mitchell indicated the topic he was referring to was last month's discussion of COP SYNC which was not listed on the Board's agenda.

\*\*\*\*\*

**TOMMY CUNDIFF/UNION HALL DISTRICT SUPERVISOR**

Mr. Cundiff expressed his appreciation for a job well done on the 2016 Fair event. Mr. Cundiff shared how impressed he was with the volunteers and staff participation in making the 2016 Fair a success.

\*\*\*\*\*

**BOB CAMICIA/GILLS CREEK DISTRICT SUPERVISOR**

Mr. Camicia requested staff to present a certificate of appreciation to the volunteers for their help during the 2016 Fair.

\*\*\*\*\*

Brent Robertson, County Administrator, shared his kudos to all volunteers and staff for a Job Well Done!!!!!!

\*\*\*\*\*

## **WORK SESSION**

### **STREAM CREDITS/SMITH FARM PLANNING**

Mike Burnette, Economic Director, Franklin County stated the County is currently working to develop approximately 550 acres on Route 220 North for a new business park. As part of this development, it is anticipated that a number of streams and a small amount of wetlands will be impacted. This impact would normally necessitate the County purchasing stream credits on the open market which could easily add up to millions in costs to Franklin County. Instead, the County has been looking at the creation of its own stream credits, called a stream credits bank, for use in mitigating impacts rather than purchasing credits elsewhere. By creating its own bank, Franklin County can use those credits for its own project, a strategy that will drastically cut the cost of business park development. Additionally, if there are credits left over after the business park project, they can be used to mitigate stream and wetlands impacts on other future County projects. To accomplish the creation of stream credits, County-owned property would need to be put into a conservation easement and dedicated to this purpose around streams on the property. Fortunately, the County-owned Smith Farm has a number of eligible streams that could be protected for use in the creation of a bank. The Smith Farm is also deed restricted to usage for recreation and education so putting some areas around the properties streams into permanent conservation will not negatively impact the County future use of the land for recreational purposes. To ensure that needed space is not made useable through the stream conservation easements, a master plan has been completed for the Smith Farm that takes the stream preservations into account. Thus, the Smith Farm is the perfect place to utilize for the stream credits bank that could potentially save taxpayers millions of dollars.

The County recently advertised a Request for Proposals looking for a firm to provide guidance and options for the development of stream credits at the Smith Farm to be used to offset the costs of stream and wetlands impacts at the new business park. Two firms responded to this RFP and were interviewed by a staff committee. The Committee recommends the Timmons Group as the recipient of the design contract for the stream credits bank. If approved by the Board, Timmons would provide due diligence for the County in determining which of several available options would be the most effective in the way a stream credits bank can be set up. The consultants will also advise the County on how to create the chosen bank alternative and would assist and guide the County through those tangible actions. Funding for the Stream Bank Design contract would come from the capital improvements budget through account 300-032-0106-3002.

### **RECOMMENDATION:**

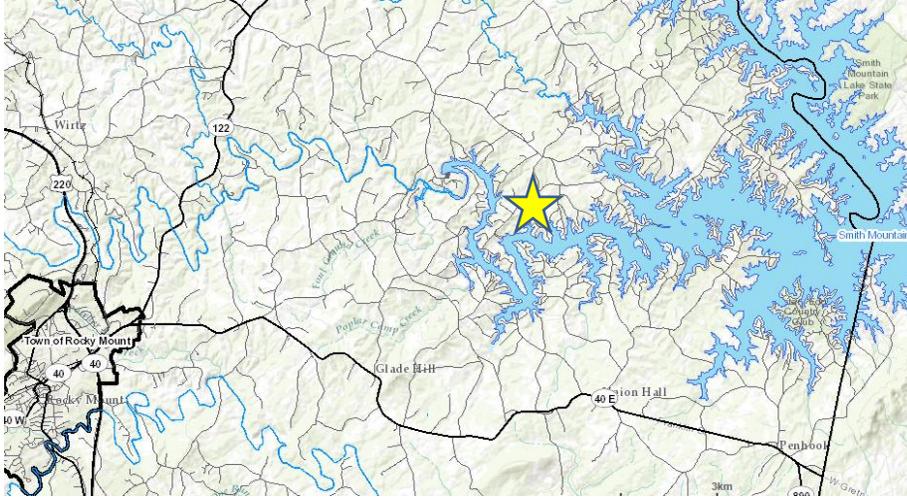
Staff respectfully requests that the Board of Supervisors approve the contract with Timmons Group for the development of a stream credits bank for Franklin County.

Paul Chapman, Director of Parks & Recreation, shared with the Board the following PowerPoint Presentation:

## Smith Farm – Stream Credit Planning

Franklin County Board of Supervisors

September 20, 2016

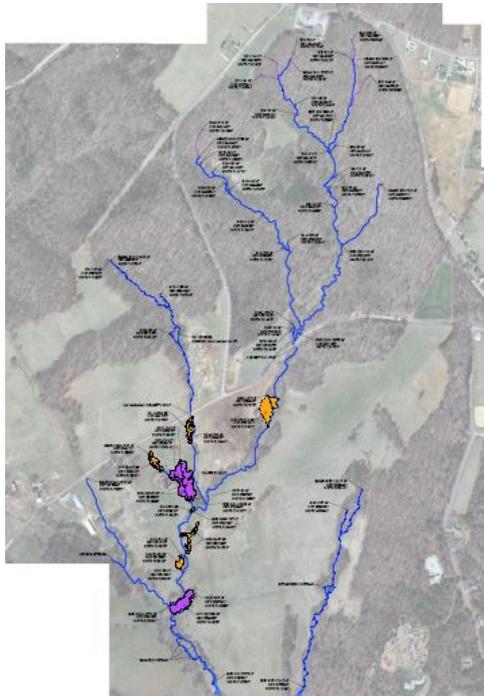


## Smith Farm Overview

- 395 Acres
- Mix of mature forests and open pastures
- Currently leased for agricultural purposes
- Approximately half mile of shoreline
- Deed Restrictions: Public education, conservation and public recreation







## Stream and Wetland Inventory

- 21,292 LF of streams
- 1,314 LF of ephemeral streams
- 118,315 SF of wetlands

## Stream Credit Planning Goals

- Identify areas for upcoming and future development
- Preserve and protect the agricultural character of the site
- Meet recreational needs of the community
- Focus on infrastructure that can be completed with help from outside funding sources (grants, non-profit donations, for-profit partnerships)



# 1. Special Event Site





## 2. Equestrian Facilities





### 3. Waterfront









General Discussion ensued concerning the Smith Farm Master Plan as presented.

**(RESOLUTION #05-09-2016)**

BE IT THEREFORE RESOLVED, by the Board of Supervisors to move forward with the development of a County Stream Credits Mitigation Bank, thereby approving a Timmons Group contract in the amount of \$212,500 for the engineering and organizational work to establish such a Stream Credits Bank utilizing the Smith Farm accordingly.

MOTION BY: Bob Camicia

SECONDED BY: Tim Tatum

VOTING ON THE MOTION WAS AS FOLLOWS:

AYES: Mitchell, Thompson, Wagner, Cundiff, Camicia, Tatum & Brubaker

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**CIP**

Vincent Copenhaver, Director of Finance and Brent Robertson, County Administrator, shared with the Board the Capital Improvement Plan for Project Funding for FY 16-17, as follows:

**Franklin County  
Capital Improvement Plan  
Project Funding for FY16-17**

<b>FY 16-17 Adopted Capital Improvement Projects</b>	
<b>Department/Project</b>	<b>Total Amount Funded FY16-17</b>
<b>General Government Expenditures</b>	
<b>Community Services</b>	
<b>Planning and Community Development</b>	
Ferrum Bridge Project	295,000
Vehicle Replacement	25,000
<b>Economic Development</b>	
Smith Farm Purchase	100,000
Southway Business Park Development	1,995,046
Job Creation Fund	720,456
Infrastructure Development Fund	208,704

<b>Solid Waste</b>	
	New Landfill Construction: Cell 2
	Landfill Closure
	Collection and Recycling Centers
	Landfill Professional Services
<b>Total Community Services</b>	
<b>Human Services</b>	
<b>Parks and Recreation</b>	
	SML Shoreline Stabilization
	Other Small Projects
	Vehicle Replacement
<b>Library</b>	
	Study Rooms/Main Room Expansion
<b>Aging</b>	
	Aging Vehicle Replacement
<b>Total Human Services</b>	
<b>Internal Services</b>	
<b>Information Technology</b>	Projects, PC Replacement
<b>General Prop Capital Maintenance Reserve</b>	
<b>Board Capital Reserves</b>	
<b>Remaining CTE Funds</b>	
<b>Registrar</b>	
	Electronic Poll Books
	Voting Equipment Replacement
<b>Total Internal Services</b>	
<b>Public Safety</b>	
<b>Public Safety</b>	
	Animal Shelter Project
	Fire Apparatus Replacement
	Ambulance Replacement
	Public Safety Staff Vehicles
	Radio System
<b>Sheriff</b>	
	Vehicle Replacement
	L-3 In-Car Cameras
	Mobile Data Terminal Replacement
	Tactical Vests
	Vehicle Upfit
<b>E-911</b>	

Server Replacement	12,000
Seating Replacement	12,000
E911 Telephones and Consoles	150,000
<b>Total Public Safety</b>	<b>9,914,339</b>
<b>Total County CIP</b>	<b>16,804,485</b>

Franklin County  
Capital Improvement Plan  
Debt Project Funding

<b>Capital Improvement Projects</b>	
<b>Department/Project</b>	-
<b>Economic Development</b>	
Southway Business Park Development	10,000,000
<b>Solid Waste</b>	
Landfill Construction: Cell 2	1,500,000
<b>Public Safety</b>	
Glade Hill Station	2,000,000
<b>Total Capital Projects to be Funded by Debt</b>	<b>13,500,000</b>

<b>Other Projects for Consideration</b>	
Smith Farm Park Development	2,000,000
911 Center Expansion	1,200,000
Union Hall Utilities	250,000
Broadband Project	?
Future Fire/EMS Stations: Commerce, Southway	?
Social Services Departmental Relocation	?

<b>Schools</b>	
Middle School Project	20,000,000
CTE	50,000,000

General discussion ensued.

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**CLOSED MEETING**  
**(RESOLUTION #06-09-2016)**

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-5, Discussion of Prospective New Business or Industry or Expansion or Retention of Existing one, a-7, Legal Counsel and a-29, Contracts, of the Code of Virginia, as amended.

MOTION BY: Ronnie Thompson

SECONDED BY: Tim Tatum

VOTING ON THE MOTION WAS AS FOLLOWS:

AYES: Mitchell, Thompson, Wagner, Cundiff, Camicia, Tatum & Brubaker

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MOTION: Bob Camicia

**RESOLUTION: #07-09-2016**

SECOND: Tommy Cundiff

MEETING DATE September 20, 2016

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

WHEREAS, Section 2.2-3712(d) of the Code of Virginia requires a certification by this Franklin County Board of Supervisors that such closed meeting was conducted in conformity with Virginia law;

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

VOTE:

AYES: Mitchell, Thompson, Wagner, Cundiff, Camicia, Tatum & Brubaker

NAYS: NONE

ABSENT DURING VOTE: NONE

ABSENT DURING MEETING: NONE

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**WIRTZ PROPERTIES, LLC ACCESS AGREEMENT**  
**(RESOLUTION #08-09-2016)**

BE IT THEREFORE RESOLVED, by the Board of Supervisors to authorize by resolution the County to enter into an agreement with Wirtz Properties, LLC to provide access from the Wirtz Properties' property to the proposed new access road serving the new business park along U.S. 220 and Brick Church Road, thereby authorizing the County Administrator and County Attorney to finalize such documents accordingly.

MOTION BY: Bob Camicia

SECONDED BY: Ronnie Thompson

VOTING ON THE MOTION WAS AS FOLLOWS:

AYES: Mitchell, Thompson, Wagner, Cundiff, Camicia, Tatum & Brubaker

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

**PETITION for SPECIAL USE PERMIT** - Petition of Appalachian Power Company, Petitioners/ Franklin Real Estate Company, Owners, requesting a Special Use Permit for an approximate 4 acre portion of 38.136 total acres, currently zoned A-1, Agricultural District, to allow the construction and operation of a new Redwood 138kV public substation to replace the Glade Hill Substation, in the Union Hall District of Franklin County, and further identified as Franklin County Tax Map/Parcel # 0530012101. The Future Land Use Map of the Comprehensive Plan of Franklin County identifies this area as designated as Agriculture Forestry/Rural Residential. (Case # SPEC-6-16-15384) (See Public Hearing was opened.

Terry Harrington, Senior Planner / Short Range Planning Manager , shared with the Board the following PowerPoint of the staff report for the Special Use Permit petition:

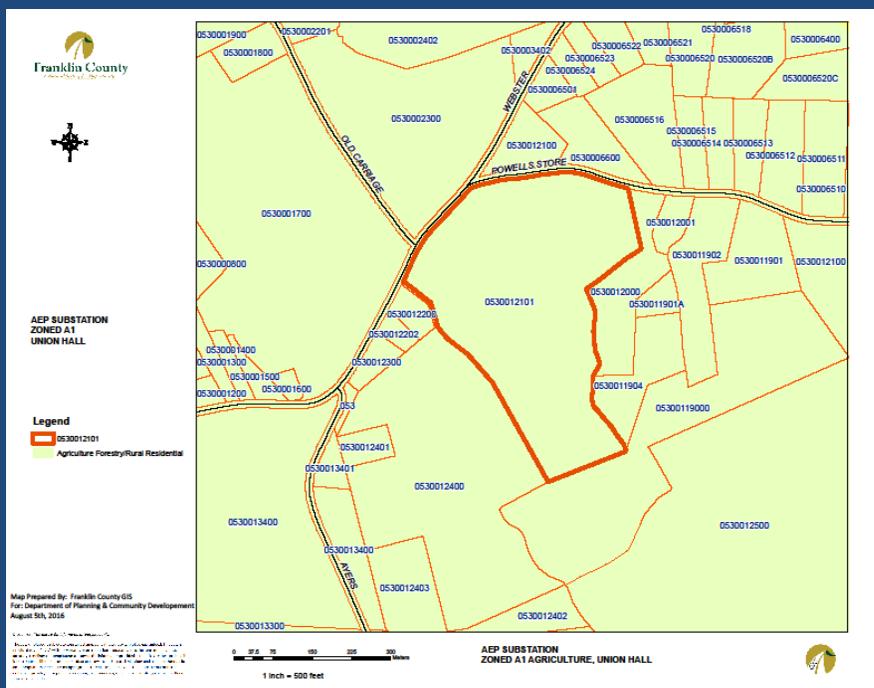
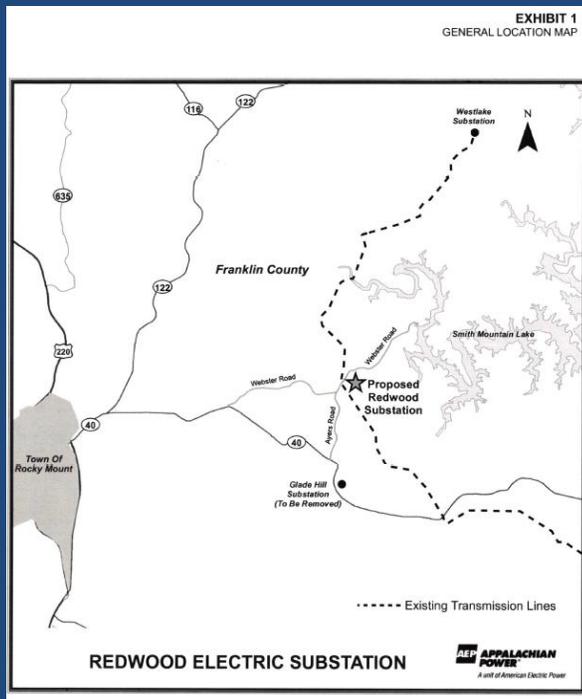
Franklin County  
 Board of Supervisors

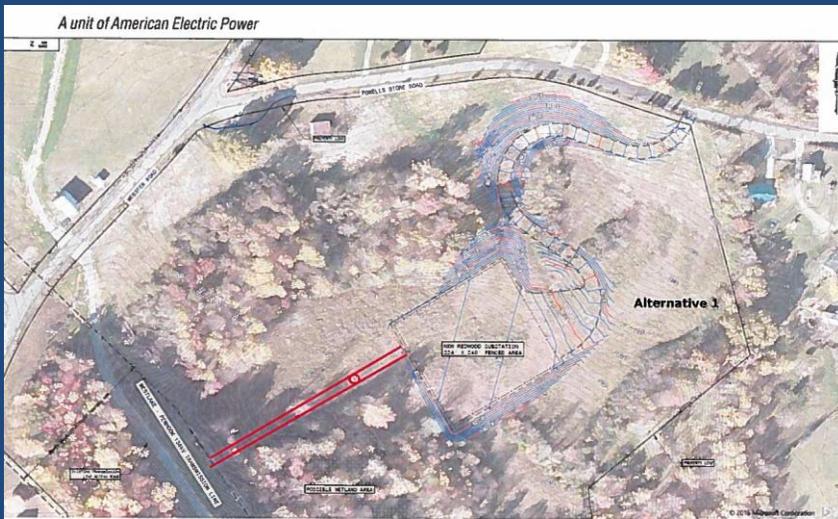


September 20, 2016

**CASE # SPEC-6-16-15384  
REQUEST:**

**PETITION for SPECIAL USE PERMIT -** Petition of **Appalachian Power Company, Petitioners/ Franklin Real Estate Company, Owners,** requesting a Special Use Permit for a 4 acre portion of 38.136 total acres, currently zoned A-1, Agricultural District, to allow the construction and operation of a new Redwood 138kV substation to replace the Glade Hill substation, in the Union Hall District of Franklin County, and further identified as Franklin County Tax Map/Parcel # 0530012101. The Future Land Use Map of the Comprehensive Plan of Franklin County identifies this area as designated as Agriculture Forestry/Rural Residential. (Case # SPEC-6-16-15384)





## Recommendation:

The Planning Commission has **recommended approval** of the Special Use Permit by a vote of 5-0 for the new 138 Kv Redwood Substation with the conditions recommended by the staff addressing, (1) development in conformance with the submitted concept plan, (2) site lighting not to exceed .5 foot candles at any property line, (3) VDOT approval of access road connection to Powells Store Road, (4) approval of all E & S, storm water and site plans prior to commencing construction and (5) the dismantling of the Glade Hill Substation within 18 months of the new substation coming online.

There were no speakers during the Commission's public hearing.

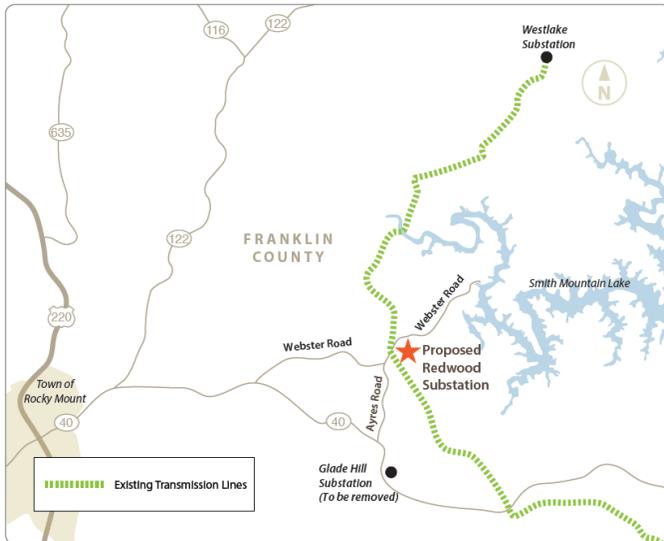
# Questions?

Public Hearing was opened.

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Paul Hanson, AEP Engineer presented and discussed the following PowerPoint for the Board's review and consideration:

## Franklin County Improvements Project Redwood Electric Substation

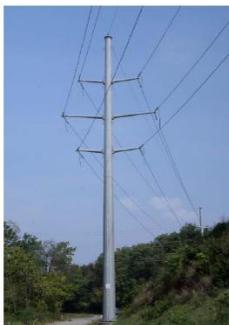


- **What:** The new Redwood Substation and associated transmission line tap will replace the 60 year old Glade Hill Substation.
- **Why:** To ensure continued reliable electric service to customers in the Rocky Mount-Redwood-Glade Hill area of Franklin County.
- ~ \$6 million Project
- ~ \$20,000 annual property taxes
- **Start Construction Date:** ~ 10/2016
- **In Service Date:** ~ 10/2017

1



### What: New substation and associated line tap



Two monopole 138 kV transmission line structures, approximately 80 to 100 feet tall

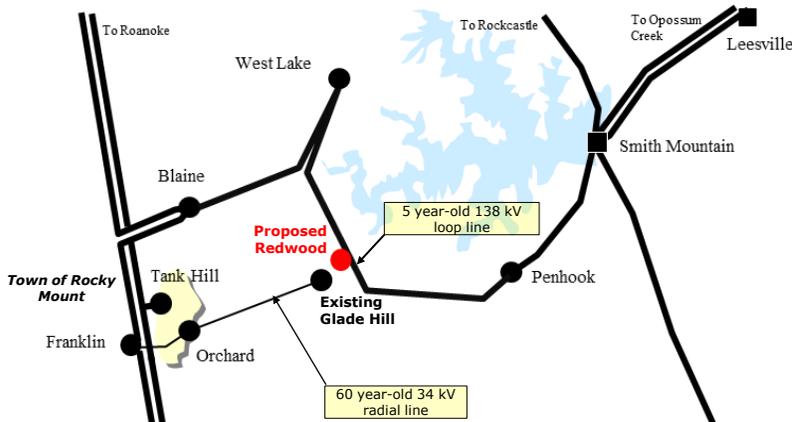


Comparable Existing Substation

2



**Why: Local Electrical Reliability and Improvement**



3



**Appalachian Power requests the following:**

**Special Use Permit ("SUP"):** Pursuant to the Franklin County (VA) Zoning Ordinance (Section 25-179), the Company seeks an SUP for the proposed Redwood Substation and the associated transmission line tap.

**Comprehensive Plan Accordance:** Pursuant to Va. Code § 15.2-2232, the Company seeks a determination by the County that the general or approximate location, character and extent of the proposed Redwood Substation and the associated transmission line tap are substantially in accord with the County's adopted comprehensive plan.

4

No other speakers.

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The Public hearing was closed.

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**(RESOLUTION #09-09-2016)**

**NOW THEREFORE BE IT ORDAINED**, by the Board of Supervisors to approve the special use permit with the conditions as discussed for uses as provided in this chapter finding by the Franklin County Board of Supervisors that such use 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 and in accord with the requirements of Section 25-638 of the Franklin County Code and Section 15.2-2283, Purpose of zoning ordinances of the Code of Virginia of 1950, as amended. Further the proposal encourages economic development activities that provide desirable employment and enlarges the tax base. Approval with the following conditions:

Approved Conditions:

1. The substation site and proposed access road will be developed in substantial accord with the submitted concept plan titled Redwood 138 kV Substation concept plan dated June 28, 2016, prepared by Earth Environmental and Civil.
2. All site lighting shall be of a downward directed design. No site lighting shall exceed .5 foot candles at any property line.

3. VDOT shall approve the location and design of the proposed access road's connection to Powells Store Road prior to commencement of construction.
4. The County shall approve all required site plans, erosion and sediment control plans, and storm water plans prior to commencement of construction.
5. The existing Glade Hill Substation will be dismantled and the equipment will be removed from the site within 18 months of the completion of the system upgrades associated with the proposed Redwood 138 kV substation.

MOTION BY: Tommy Cundiff

SECONDED BY: Bob Camicia

VOTING ON THE MOTION WAS AS FOLLOWS:

AYES: Mitchell, Thompson, Cundiff, Camicia, Tatum & Brubaker

ABSTAINED: Wagner

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### **SMART SCALE APPLICATION**

Lisa Cooper, Principal Planner / Long Range Planning Manager, stated on July 16, 2016, the Board of Supervisors authorized staff to submit two potential projects as pre-applications for SMART Scale (formerly House Bill 2). Staff proposed projects for Southway (New Business Park) and improvements to the intersection of Route 670 (Burnt Chimney Road) and Route 834 (Brooks Mill Road).

Funding for project prioritization comes from two main pathways; the construction District Grants Program (DGP) and the High-Priority Projects Program (HPPP). Both funding programs were established in 2015 under the Code of Virginia Section 33.2-358. Projects applying for the DGP funds compete with other projects from the same construction district. Projects applying for HPPP funds compete with projects from across the Commonwealth. A project sponsor may request funding under both programs based on their eligibility.

Applications for funding through Smart Scale must relate to projects located within the boundaries of the qualifying entity.

- Corridors of Statewide Significance
- Regional Networks
- Urban Development Areas
- Or localities are eligible to submit projects addressing a safety need identified in VTrans 2040 under the construction District Grant monies.

Both County and VDOT staff have been working together to present the best proposed projects for this year's FY 2018-2023 SMART Scale applications.

County and VDOT staff have identified two projects for this year's funding:

1. Southway (Business Park) for both HPPP and DGP funding. SMART Scale project will be a new road (identified as SR-2 and SR-3 on attached conceptual plan) constructed parallel to Route 220 connecting the two new entrance roads into the park. The intersection of this new road with Brick Church Road is proposed to restrict eastbound traffic on Brick Church Road from accessing Route 220. Traffic headed east on Brick Church would be required to use one of the proposed new business park roads paralleling Route 220 and enter Route 220 at one of the two proposed new entrances. This restriction is proposed to reduce congestion and improve safety by reducing the number of vehicles accessing the Brick Church Road/Route 220 intersection. County will apply for Revenue Sharing and Economic Development Access Funds to construct one or both entrances (identified as NR-1 and SR-1 on attached conceptual plan) on Route 220 and the main roads into the park.

2. Intersection of Route 670 (Burnt Chimney Road) and Route 834 (Brooks Mill Road) for DGP funding. The proposed improvements are the realignment of Route 834 (Brooks Mill Road) on the north and south sides of the intersection and the realignment of the intersection of Route 670 (Burnt Chimney Road) and Route 834 (Brooks Mill Road) with a roundabout east of the existing intersection. This improvement is designed to improve safety and traffic flow at this intersection. (See sketch attached.)

### **RECOMMENDATION:**

Staff respectfully requests the Board of Supervisors authorize by resolution the submittal of two (2) applications for SMART Scale; for the new Business Park (Southway) and the intersection of

Route 670 (Burnt Chimney Road) and Route 834 (Brook Mill Road) for FY 2018-2023. The deadline for application submittals is September 30, 2016.

## Franklin County Board of Supervisors



September 20, 2016

### SMART Scale

Smart Scale funded a 163 projects last year for a total over 1.7 billion

SMART Scale as of last week had 411 projects pending for the Commonwealth

Salem District received over 113 million last year in funding

SMART Scale will be much more competitive this year from last year due to a larger number of applications and funding cut in half.

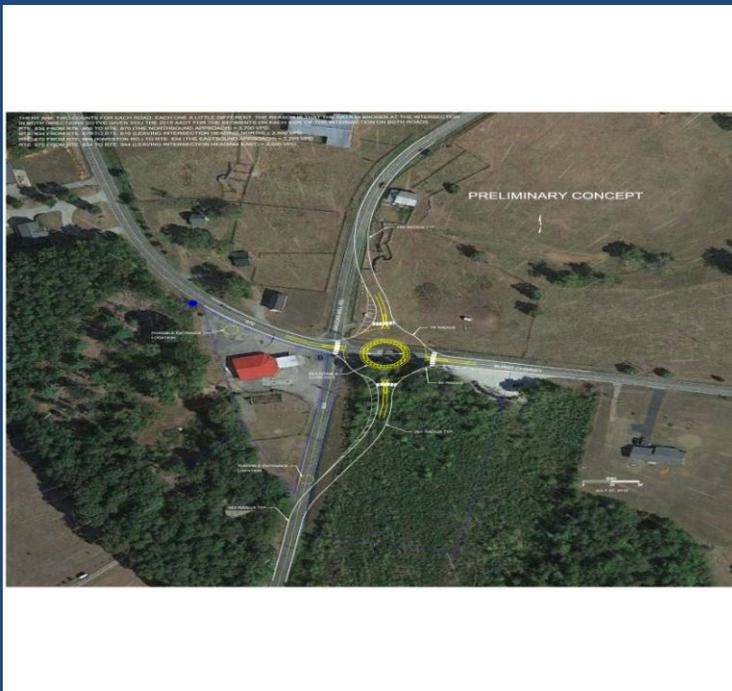
### SMART Scale Projects

1. Route 670 (Burnt Chimney Road and Route 834 (Brooks Mill Road) Estimate Cost 1.4 million
2. Southway (Business Park) Estimate Cost 3.7 million

## Intersection of Routes 670 and 834

Intersection of Route 670 (Burnt Chimney Road) and Route 834 (Brooks Mill Road) for DGP funding.

The proposed improvements are the realignment of Route 834 (Brooks Mill Road) on the north and south sides of the intersection and the realignment of the intersection of Route 670 (Burnt Chimney Road) and Route 834 (Brooks Mill Road) with a roundabout east of the existing intersection. This improvement is designed to improve safety and traffic flow at this intersection.



## Southway Business Park

Southway (Business Park) for both HPPP and DGP funding.

SMART Scale project will be a new road (identified as SR-2 and SR-3 on concept plan) constructed parallel to Route 220 connecting the two new entrance roads into the park. The intersection of this new road with Brick Church Road is proposed to restrict eastbound traffic on Brick Church Road from accessing Route 220. Traffic headed east on Brick Church would be required to use one of the proposed new business park roads paralleling Route 220 and enter Route 220 at one of the two proposed new entrances. This restriction is proposed to reduce congestion and improve safety by reducing the number of vehicles accessing the Brick Church Road/Route 220 intersection. This will be constructed as a T-intersection. In addition, Brick Church Road in front of Virginia Furniture Market will become a cul de sac. This will limit traffic off of Route 220 to only the business customers and resident of this section of Brick Church Road. County will apply for Economic Development Access Funds to construct one or both entrances (identified as NR-1 and SR-1 on attached conceptual plan) on Route 220 and the main roads into the park.



road with Brick Church Road is proposed to restrict eastbound traffic on Brick Church Road from accessing Route 220. Traffic headed east on Brick Church would be required to use one of the proposed new business park roads paralleling Route 220 and enter Route 220 at one of the two proposed new entrances. This restriction is proposed to reduce congestion and improve safety by reducing the number of vehicles accessing the Brick Church Road/Route 220 intersection. County will apply for Revenue Sharing and Economic Development Access Funds to construct one or both entrances (identified as NR-1 and SR-1 on attached conceptual plan) on Route 220 and the main roads into the park.

2. Intersection of Route 670 (Burnt Chimney Road) and Route 834 (Brooks Mill Road) for DGP funding. The proposed improvements are the realignment of Route 834 (Brooks Mill Road) on the north and south sides of the intersection and the realignment of the intersection of Route 670 (Burnt Chimney Road) and Route 834 (Brooks Mill Road) with a roundabout east of the existing intersection. This improvement is designed to improve safety and traffic flow at this intersection.

**RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF FRANKLIN, VIRGINIA  
AUTHORIZING THE SUBMITTAL OF CERTAIN TRANSPORTATION PROJECTS FOR  
VIRGINIA SMART SCALE FUNDING PROCESS**

**WHEREAS**, Pursuant to the Smart Scale Funding Process the Virginia General Assembly has created a means of funding proposed transportation projects across the Commonwealth that is based on scoring criteria that emphasizes safety, accessibility, environmental quality and economic development (hereinafter referred to as the "Smart Scale Process"); and

**WHEREAS**, Franklin County desires to submit local transportation projects for potential funding under the Smart Scale Process; and

**WHEREAS**, The Franklin County Board of Supervisors supports the submittal of the following two local transportation projects for potential funding under the Smart Scale Process:

1. Construction of new access roads to serve the Southway Business Park from Route 220, intersection improvements on Route 220 and the realignment of Brick Church Road (Route 697).
2. Intersection improvements, including realignment, at Burnt Chimney Road (Route 670) and Brooks Mill Road (Route 834).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Franklin, Virginia that the Board of Supervisors hereby approves the submittal of the following prioritized transportation projects for funding under the Smart Scale Process:

Priority 1: Construction of new access roads to serve the Southway Business Park from Route 220, intersection improvements on Route 220 and the realignment of Brick Church Road (Route 697).

Priority 2: Intersection improvements, including realignment, at Burnt Chimney Road (Route 670) and Brooks Mill Road (Route 834).

**AND BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Franklin, Virginia hereby authorizes the County Planning Director to file the above applications through the Smart Scale Process online portal on or before the September 30, 2016 application deadline.

MOTION BY: Ronnie Thompson

SECONDED BY: Charles Wagner

VOTING ON THE MOTION WAS AS FOLLOWS:

AYES: Mitchell, Thompson, Wagner, Cundiff, Camicia, Tatum & Brubaker

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**WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY AGREEMENT  
AMENDMENTS**

Brent Robertson, County Administrator, advised the Board the governing bodies of Botetourt County, Franklin County, the City of Roanoke, the City of Salem, the Town of Vinton and Roanoke County adopted ordinances creating the Western Regional Industrial Facility Authority. Franklin County's resolution #01-10-2013 was adopted on October 2, 2013. This resolution authorized the execution of an agreement which establishes the respective rights and obligations

of the member localities consistent with the provisions of Section 15.2-6400 *et seq.* of the 1950 Code of Virginia, as amended.

The member localities of the Western Regional Industrial Facility Authority desire to amend and restate the original Agreement which created the Authority. The "Amended and Restated Agreement" does not change the intended purpose of the original Agreement, but serves to clarify and expand certain language.

The most notable and substantive of these proposed revisions are detailed as follows:

1. Article III: Section 2: Clarifies that the Authority is nonprofit and that no part of its earnings, after obligations shall inure to the benefit of any individual, firm or corporations and that if the Authority dissolves, the funds and property will vest in the Member Localities.
2. Article IV: Deletes the requirement that a Member Locality's board member be a resident of the appointing Member Locality.
3. Article VI: Expands the description of Participations Agreements, limiting liability of the Participation Agreements to the member localities who actually enter into the actual agreement. The addition more fully describes that the Authority may finance economic development projects with bonds, and the language more fully defines "Project Based Financing" in support of a particular Project obligating only member localities engaged in the particular Participation Agreement.
4. Article VIII: The Act allows for Revenue Sharing Agreements between the member localities. The original Agreement required a *unanimous* consent of the vote of the governing bodies of the Member Localities participating in the Revenue Sharing Agreement, while the Act only requires a *majority* consent of the governing body. The change in the Amended and Restated Agreement reverts back to the majority consent language required by the Act.

The proposed changes to the original agreement have been reviewed by Mr. Jefferson, County Attorney, for his approval.

**RECOMMENDATION:**

Staff recommends the Board of Supervisors approve the Western Virginia Regional Industrial Facility Authority – Amended and Restated Agreement as presented.

**AMENDED AND RESTATED AGREEMENT CREATING THE  
WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**

**WHEREAS**, the Virginia Regional Industrial Facilities Act, Chapter 64, Title 15.2, Section 15.2-6400, *et seq.*, Code of Virginia, 1950, as amended (**the "Act"**) was enacted by the General Assembly of the Commonwealth of Virginia to enhance the economic base for member localities of a regional authority by actions of such an authority to develop, own, and operate one or more facilities on a cooperative basis involving its authority member localities, and

**WHEREAS**, the exercise of the power granted by the Act is to be in all aspects for the benefit of the inhabitants of the geographic region included within the Member Localities, as defined below (**the "Region"**) for the increase of their commerce, and for the promotion of their safety, health, welfare, convenience and prosperity; and,

+9632

**WHEREAS**, the Member Localities (as defined below) have determined that joint action through a regional industrial facility authority will facilitate the development of needed and desired industrial and commercial facilities in the Region; and

**WHEREAS**, pursuant to the Act, , the governing bodies of the County of Botetourt, the County of Franklin, the County of Roanoke, the City of Roanoke, the City of Salem and the Town of Vinton (**each, a "Member Locality" and collectively, the "Member Localities"**) have created, by adoption, after notice given and a public hearing held by each Member Locality, of concurrent ordinances, the Western Virginia Regional Industrial Facility Authority (**the "Authority"**) for the purpose of enhancing the economic base for the Member Localities by developing, owning, and operating one or more facilities on a cooperative basis involving its Member Localities, which concurrent ordinances were filed with the Secretary of the Commonwealth causing the creation of the Authority ; and

**WHEREAS**, the Member Localities entered into an "Agreement Creating the Western Virginia Regional Industrial Facility Authority" dated as of December 11, 2013 (**the "Original Agreement"**) establishing and describing the respective rights and obligations of the Member Localities with respect to the Authority and the Member Localities now desire to enter into this Amended and Restated Agreement Creating the Western Virginia Regional Industrial Facility Authority (**this "Agreement"**) to clarify and amend the Original Agreement.

**NOW THEREFORE**, in consideration of the mutual promises of the parties and other good and valuable consideration the parties hereto agree as follows:

**ARTICLE I.  
NAME AND OFFICE**

The name of the authority shall be the Western Virginia Regional Industrial Facility Authority and the address of its office is C/O Roanoke Regional Partnership, 111 Franklin Road, S.E., Roanoke, VA 24011.

**ARTICLE II.  
PARTIES TO THE WESTERN VIRGINIA REGIONAL  
INDUSTRIAL FACILITY AUTHORITY AGREEMENT**

The initial Member Localities of the Authority are:

Botetourt County, Virginia  
Franklin County, Virginia  
Roanoke County, Virginia  
Roanoke City, Virginia  
Salem City, Virginia  
Town of Vinton, Virginia

The governing body of each of the Member Localities shall appoint members to the Authority pursuant to Section 15.2-6403 (A) of the Act. Each of the Member Localities shall appoint two (2) members to the Authority. The members of the Board shall be elected in accordance with Article IV hereof.

Each Member Locality may appoint two alternate board members, to be selected in the same manner as board members and shall perform all duties including voting in the member's absence. Each board member, and alternate, of the Authority before accepting their appointment and begin discharge of their office duties, shall take and subscribe to the oath prescribed in Section 49-1 of the Code of Virginia, 1950, as amended.

At any time subsequent to the creation of this Authority, the membership of the Authority may, with the approval of the Authority Board, be expanded to include any locality within the region that would have been eligible to be an initial member. The governing body of a locality seeking to become a member shall evidence its intent to become a member by adopting an ordinance proposing to join the Authority that conforms, to the requirements consistent with Section 15.2-6402, clauses i, ii, iii and iv of the Code of Virginia.

**ARTICLE III.  
FINDING; PURPOSE; AND GOVERNMENTAL  
FUNCTIONS OF THE AUTHORITY**

Member Localities agree that this Authority has been established for the following purpose and function.

1. The Member Localities agree that the economy of the Region has not kept pace with the rest of the Commonwealth. The respective individual Member Localities may lack the financial resources to assist in the development of economic development projects and the creation of the Authority provides a mechanism for the Member Localities to cooperate in the development of facilities which will assist the Region in overcoming this barrier to economic growth.

2. The exercise of the powers granted by the Act shall be in all aspects for the benefit of the inhabitants of the Region for the increase of their commerce, and for the promotion of their safety, health, welfare, convenience and prosperity. The Authority shall be nonprofit and no part of its earnings remaining after payment of its expenses and fulfillment of commitments in furtherance of the Authority's purposes shall inure to the benefit of any individual, firm or corporation, and if the Authority is dissolved in accordance with the provisions of the Act the title to all funds and other property owned by the Authority

shall vest in the Member Localities which have contributed to the Authority in proportion to their respective contributions as provided by the Act.

3. The Act provides the six Member Localities with many powers by which the Member Localities may interact as one body or as individual participating groups consisting of one or more Member Localities of the Authority which the members believe will give each local government an opportunity to establish successful partnerships for the development of economic projects which will serve the region.

#### **ARTICLE IV. BOARD OF THE AUTHORITY**

All powers, right and duties conferred by the Act, or other provisions of law, upon the Authority shall be exercised by a Board of Directors (the "Board"). The Board shall consist of two board members from each Member Locality. The governing body of each Member Locality shall appoint two board members to the Board. Any person who is a resident of the appointing Member Locality may be appointed to the Board. Except for the provision for staggered terms for the initial board members as provided hereinafter, each board member of the Board shall serve for a term of four years and may be reappointed for as many terms as the governing body desires. During the establishment of the Authority, the Member Localities agree to stagger terms. Each governing body shall appoint their initial board members to serve and designate one of its board members to serve for two years and the other board member to serve for four year terms. After the initial appointment of these board members, each succeeding director shall serve four year terms. If a vacancy occurs by reason of death, disqualification or resignation, the governing body of the Member Locality that appointed the Authority board member shall appoint a successor to fill the unexpired term.

The governing body may appoint up to two alternate board members. Alternates shall be selected in the same manner as board members, and may serve as an alternate for either board member from the Member Locality that appoints the alternate. Alternates shall be appointed for terms that coincide with one or more of the board members from the Member Locality that appoints the alternate. If a board member is not present at a meeting of the Authority, the alternate shall have all the voting and other rights of the board member not present and shall be counted for purpose of determining a quorum.

Each board member of the Authority before entering upon the discharge of the duties of his office shall take and subscribe to the oath prescribed in Section 49-1, Code of Virginia, 1950, as amended.

A quorum shall exist when a majority of the Member Localities are represented by at least one board member. The affirmative vote of a quorum of the Board shall be necessary for any action taken by the Board. No vacancy in the membership of the Board shall impair the right of a quorum to exercise all rights and perform all duties of the Board. The Board shall determine the times and places of its regular meetings, which may be adjourned or continued without further public notices, from day to day or from time to time or from place to place, but not beyond the time fixed for the next regular meeting, until the business before the Board is completed.

Board special meetings shall be held when requested by board members of the Board representing two or more Member Localities. A request for a special meeting shall be in writing, and the request shall specify the time and place of the meeting and the matters to be considered at the meeting. A reasonable effort shall be made to provide each board member with notice of any special meeting. No matter not specified in the notice shall be considered at such special meeting, unless all the board members are present. Special meetings may be adjourned or continued, without further public notice, from day to day or from time to time or from place to place, not beyond the time fixed for the next regular meeting, until the business before the Board is completed.

The Board shall elect from its membership a chair, vice chair, treasurer, and secretary for each calendar year. The Board may also appoint an executive director and staff who shall discharge such functions as may be directed by the Board. The executive director and staff may be paid from funds received by the Authority.

No board member shall receive compensation.

The Board promptly following the close of the fiscal year (July 1 thru June 30), shall submit an annual report of the Authority's activities of the preceding year to the governing bodies of the Member Localities. The Annual Report shall set forth a complete operating and financial statement covering the operation of the Authority during such reporting year.

The Board may establish dues or other annual financial fees as may be approved by all Member Localities.

**ARTICLE V.  
POWERS OF THE AUTHORITY**

The Authority is vested with the powers of a body corporate, including the powers to sue and be sued in its own name, plead and be impleaded, and adopt and use a common seal and alter the same as may be deemed expedient.

The Authority shall be vested with all powers and authority to the fullest extent allowed under the Act as it currently exists or may be amended. These powers currently include the power to:

1. Adopt bylaws, rules and regulations to carry out the provisions of the Act.
2. Employ, either as regular employees or as independent contractors, consultants, engineers, architects, accountants, attorneys, financial experts, construction experts and personnel, superintendents, managers and other professional personnel, personnel, and agents as may be necessary in the judgment of the authority, and fix their compensation.
3. Determine the location of, develop, establish, construct, erect, repair, remodel, add to, extend, improve, equip, operate, regulate, and maintain facilities to the extent necessary or convenient to accomplish the purposes of the Authority.
4. Acquire, own, hold, lease, use, sell, encumber, transfer, or dispose of, in its own name, any real or personal property or interest therein.
5. Invest and reinvest funds of the authority.
6. Enter into contracts of any kind, and execute all instruments necessary or convenient with respect to its carrying out the powers of the Act to accomplish the purpose of the Authority.
7. Expend such funds as may be available to the Authority for the purpose of developing facilities, including but not limited to (i) purchasing real estate; (ii) grading sites; (iii) improving, replacing and extending water, sewer, natural gas, electrical and other utility lines; (iv) constructing, rehabilitating, and expanding buildings; (v) constructing parking facilities; (vi) constructing access roads, streets, and rail lines; (vii) purchasing or leasing machinery and tools; and (viii) making any other improvements deemed necessary by the Authority to meet its objectives.
8. Fix and revise from time to time and charge and collect rates, rents, fees, or other charges for the use of the facilities or for services rendered on connection with the facilities.
9. Borrow money from any source for any valid purpose, including working capital for its operations, reserve funds, or interest, mortgage, pledge, or otherwise encumber the property or funds of the Authority, and contract with or engage the services of any person in connection with any financing, including financial institutions, issuers of letter of credit, or insurers.
10. Issue bonds under the Act.
11. Accept funds and property from the Commonwealth, person, counties, cities, and towns and use the same for any of the purposes for which the authority is created.
12. Apply for and accept grants or loans of money or other property from any federal agency for any of the purposes authorized in the Act and expend or use the same in accordance with the directions and requirements attached thereto or imposed thereon by any such federal agency.
13. Make loans or grants to, and enter into cooperative arrangements with, any person, partnership, association, corporation, business or governmental entity in furtherance of the purpose of the Act, for the purposes of promoting economic and workforce development, provided that such loans or grants shall be made only from revenues of the Authority that have not been pledged or assigned for the payment of any of the Authority's bonds, and to enter into such contracts, instruments and agreements as may be expedient to provide for such loans, and any security therefor. The word "revenues" as used includes grants, loans, funds and property, as enumerated herein.

14. Enter into agreements with any other political subdivision of the Commonwealth for joint or cooperative actions in accordance with Section 15.2-1300, Code of Virginia, 1950, as amended.
15. Do all things necessary or convenient to carry out the purposes of the Act.

**ARTICLE VI.  
PARTICIPATION AGREEMENTS FOR INDUSTRIAL FACILITIES**

The Authority may enter into participation agreements with one or more Member Localities by which industrial facilities may be constructed and developed in the Region ("**Participation Agreements**") Such Participation Agreements may include participation by public and private entities not Member Localities of the Authority.

Each Member Locality may consider its terms in the participation in each proposed project. The cost for such Participation Agreements and any remuneration from the creation of a Participation Agreement shall only be shared by the Member Localities that participate in the Participation Agreement in accordance with the participating agreements for that project. The Authority may from time to time finance an economic development project (a "**Project**") pursuant to a Participation Agreement through the issuance of notes and bonds by the Authority ("**Bonds**"). Such Bonds shall be limited obligations of the Authority to be paid solely from revenues and receipts of that particular economic development Project and from revenues that may be received pursuant to any Participation Agreement or other agreement related to the Project being financed, and may be secured by collateral encumbered or pledged in support of the financing ("**Project Based Financing**"). Project Based Financing is approved and consented to by the Member Localities. Any individual Member Locality may, at its discretion and as allowed by law, choose to enter into or not enter into a specific Project Based Financing arrangement in support of any particular Project. Any Member Locality not entering into an agreement in support of a Project shall have no monetary obligation or other duty or responsibility in relation to that Project.

**ARTICLE VII.  
DONATIONS TO AUTHORITY; REMITTANCE OF TAX REVENUE**

1. Member Localities are hereby authorized to lend, or donate money or other property to the Authority for any of its purposes. The Member Locality making the grant or loan may restrict the use of such grants or loans to a specific facility owned by the Authority, within or without that Member Locality.
2. The governing body of the Member Locality in which a facility owned by the Authority is located may direct, by resolution or ordinance that all tax revenues collected with respect to the facility shall be remitted to the Authority. Such revenues may be used for the payment of debt service on bonds of the Authority and other obligations of the Authority incurred with respect to such facility. The action of such governing body shall not constitute a pledge of the credit or taxing power of such Member Locality.

**ARTICLE VIII.  
REVENUE SHARING AGREEMENTS**

Notwithstanding the requirements of Chapter 34 of Title 15.2 of the Code of Virginia (Section 15.2-3400 *et seq.*), the Member Localities may agree to a revenue and economic growth sharing arrangement with respect to tax revenues and other income and revenues generated by any facility owned by the Authority. The obligations of the parties to any such agreement shall not be construed to be debt within the meaning of Articles VII, Section 10, of the Constitution of Virginia. Any such agreement shall be approved by a majority vote of the governing bodies of the Member Localities reaching such an agreement, but shall not require any other approval.

**ARTICLE IX.  
BOND ISSUES**

The Authority may at any time and from time issue bonds for any valid purpose, including the establishment of reserves and the payment of interest. According to the Act, "bonds" includes notes of any kind, interim certificates, refunding bonds or any other evidence of obligation. Any such bonds issued pursuant to the Act shall comply with all terms and conditions identified in Sections 15.2-6409, 15.2-6410, 15.2-6411 and 15.2-6412 of the Code of Virginia.

**ARTICLE X.  
ACCOUNTS AND RECORDS**

The accounts and records of the Authority showing the receipt and disbursement of funds from whatever source derived shall be in such form as the Auditor of Public Accounts prescribes, provided that such accounts correspond as nearly as possible to the accounts and records for such matters maintained by corporate enterprises. The accounts and records of the Authority shall be subject to audit pursuant to Section 30-140, and the costs of such audit services shall be borne by the authority. The Authority's fiscal year shall be the same as the Commonwealth's.

## **ARTICLE XI. DISSOLUTION OF AUTHORITY**

Any Member Locality of the Authority may withdraw from the Authority (i) upon dissolution of the authority as set forth herein *or* (ii) with majority approval of all other Member Localities of the Authority, upon a resolution adopted by the governing body of such Member Locality and after satisfaction as such Member Locality's legal obligation, including repayment of its portion of any debt increased with refund to the Authority, or after making contractual provisions for the repayment of its portion of any debt incurred with refund to the Authority, as well as pledging to pay any general dues for operation of the Authority for the current and preceding fiscal year following the effective date of withdrawal.

No Member Locality seeking withdrawal shall retain, without the consent of a majority of the remaining Member Localities, any rights to contributions made by such Member Locality, to any property held by the Authority or to any revenue sharing as allowed by the Act.

Upon withdrawal, the withdrawing Member Locality shall also return to the Authority any dues or other contributions refunded to such Member Locality during its membership in the Authority.

Whenever the Board determines that the purpose for which the Authority was created has been substantially fulfilled or is impractical or impossible to accomplish and that all obligations incurred by the Authority have been paid or that cash or sufficient amount of approved securities has been deposited for their repayment, or provisions satisfactory for the timely payment of all its outstanding obligations have been arranged, the Board may adopt resolutions declaring and finding that the Authority shall be dissolved.

Appropriate attested copies of such resolutions shall be delivered to the Governor so that legislation dissolving the Authority may be introduced in the General Assembly. The dissolution of the Authority shall become effective according to the terms of such legislation. The title to all funds and other property owned by the Authority at the time of such dissolution shall vest in the Member Localities which have contributed to the Authority in proportion to their respective contributions.

## **ARTICLE XII. AUTHORITY OPERATIONS**

The Member Localities shall establish and approve By-laws by which the Authority shall be operated for the benefit of all Member Localities. The Authority may also establish Policies and Procedures and/or a User Agreement in order to manage its daily operations.

## **ARTICLE XIII. MISCELLANEOUS**

The parties to this Agreement shall have the right to amend from time to time any of this Agreement's terms and conditions consistent with the provisions of the Act and other applicable law, provided that all amendments shall be in writing and shall be signed by or on behalf of each party to this Agreement.

The title of and article headings in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument. This Agreement shall amend and supersede the Original Agreement.

If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement. If any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the parties hereto only to the extent permitted by law.

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto and attested by their respective clerks or secretaries commencing on this \_\_\_ day of \_\_\_\_\_, 2016.

SIGNATURE PAGES OF MEMBER LOCALITIES TO FOLLOW.

**ATTEST:**

**COUNTY OF ROANOKE, VIRGINIA**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
**Printed Name and Title**

\_\_\_\_\_  
**Printed Name and Title**

**APPROVED TO FORM:**

\_\_\_\_\_  
**Roanoke County Attorney**

**ATTEST:**

**COUNTY OF BOTETOURT, VIRGINIA**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
**Printed Name and Title**

\_\_\_\_\_  
**Printed Name and Title**

**APPROVED TO FORM:**

\_\_\_\_\_  
**Botetourt County Attorney**

**ATTEST:**

**CITY OF ROANOKE, VIRGINIA**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
**Printed Name and Title**

\_\_\_\_\_  
**Printed Name and Title**

**APPROVED TO FORM:**

\_\_\_\_\_  
**Roanoke City Attorney**

**ATTEST:**

**CITY OF SALEM, VIRGINIA**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
**Printed Name and Title**

\_\_\_\_\_  
**Printed Name and Title**

**APPROVED TO FORM:**

\_\_\_\_\_  
**Salem City Attorney**

**ATTEST:**

**COUNTY OF FRANKLIN, VIRGINIA**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Printed Name and Title

Printed Name and Title

APPROVED TO FORM:

Franklin County Attorney

ATTEST:

TOWN OF VINTON, VIRGINIA

By: \_\_\_\_\_

Printed Name and Title

Printed Name and Title

APPROVED TO FORM:

Vinton Town Attorney

**(RESOLUTION #11-09-2016)**

BE IT THEREFORE RESOLVED, by the Board of Supervisors to approve the aforementioned amendments and restated ordinance, as presented with the County fee to remain at \$5,000.00.

MOTION BY: Charles Wagner

SECONDED BY: Bob Camicia

VOTING ON THE MOTION WAS AS FOLLOWS:

AYES: Mitchell, Thompson, Wagner, Cundiff, Camicia, Tatum & Brubaker

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**APPOINTMENTS:**

**AGING SERVICES BOARD**

**(RESOLUTION #12-09-2016)**

BE IT THEREFORE RESOLVED, by the Board of Supervisors to appoint Linda C. Handy to fill the unexpired term of Johnny Greer on the Aging Services Board with said term to expire 7/1/2017.

MOTION BY: Leland Mitchell

SECONDED BY: Charles Wagner

VOTING ON THE MOTION WAS AS FOLLOWS:

AYES: Mitchell, Thompson, Wagner, Cundiff, Camicia, Tatum & Brubaker

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**STEP, INC.**

**(RESOLUTION #13-09-2016)**

BE IT THEREFORE RESOLVED, by the Board of Supervisors to appoint Angela Phillips and Greg Winge to serve on STEP, Inc. Board with a (no-term expiration).

MOTION BY: Leland Mitchell

SECONDED BY: Tim Tatum

VOTING ON THE MOTION WAS AS FOLLOWS:

AYES: Mitchell, Thompson, Wagner, Cundiff, Camicia, Tatum & Brubaker

\*\*\*\*\*

**(RESOLUTION #14-09-2016)**

BE IT THEREFORE RESOLVED, by the Board of Supervisors to go into closed session in accordance with 2.1-344, a-1, Personnel, in accordance with the Code of Virginia, as amended.

MOTION BY: Bob Camicia

SECONDED BY: Tommy Cundiff

VOTING ON THE MOTION WAS AS FOLLOWS:

AYES: Mitchell, Thompson, Wagner, Cundiff, Camicia, Tatum & Brubaker

\*\*\*\*\*

MOTION: Tim Tatum  
SECOND: Bob Camicia

**RESOLUTION: #15-09-2016**  
MEETING DATE September 20, 2016

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

WHEREAS, Section 2.2-3712(d) of the Code of Virginia requires a certification by this Franklin County Board of Supervisors that such closed meeting was conducted in conformity with Virginia law;

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

VOTE:

AYES: Mitchell, Thompson, Wagner, Cundiff, Camicia, Tatum & Brubaker

NAYS: NONE

ABSENT DURING VOTE: NONE

ABSENT DURING MEETING: NONE

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Chairman Brubaker adjourned the meeting.

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CLINE BRUBAKER  
CHAIRMAN

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SHARON K. TUDOR, MMC  
COUNTY CLERK