



AGENDA
FRANKLIN COUNTY BOARD OF SUPERVISORS
TUESDAY JULY 21, 2020

THE MEETING WILL BE CONDUCTED IN COMPLIANCE WITH (ORDINANCE #02-04-2020)
EMERGENCY ORDINANCE TO EFFECTUATE TEMPORARY CHANGES IN CERTAIN DEADLINES
AND TO MODIFY PUBLIC MEETING AND PUBLIC HEARING PRACTICES AND PROCEDURES TO
ADDRESS CONTINUITY OF OPERATIONS ASSOCIATED WITH PANDEMIC DISASTER

All County residents are encouraged to continue participation in public meetings of the Franklin County Board of Supervisors. To facilitate public participation, the Board will continue to update their website with options for citizens to participate.

Please continue to monitor the County's Website (www.franklincountyva.gov) or call the County Administration office (540) 483-3030 for ways to continue citizen participation during this unprecedented time.

Citizens wishing to submit public comment are required to alert Madeline L. Sefcik, Clerk to the Board via email at madeline.sefcik@franklincountyva.gov or at (540) 483-3030 before 12:00 PM on July 21, 2020.

- 12:00 Broadband Authority Meeting
- 1:30 Call to Order, Chairman Mitchell
- 1:31 Invocation, Supervisor Mike Carter
- 1:32 Pledge of Allegiance Ronnie Thompson
- 1:33 Public Comment
 - 1. Robert Meredith
 - 2. Bill Prillaman
 - 3. L. Overstreet
 - 4. Cline Brubaker
 - 5. Tammy Underwood
- 1:50 **CONSENT AGENDA (REQUIRES ACTION)**
 - Approval of Accounts Payable Listing, Appropriations, and approval of June 16, 2020 Board of Supervisors Meeting Minutes
 - 1. VDOT Secondary Road Edition (**Attachment #1**)
 - 2. Franklin County Inmate Food Services RFP (**Attachment #2**)
 - 3. Fork Mountain Volunteer Fire Department Garage Repair (**Attachment #3**)
 - 4. Public Safety Vehicle Purchase (**Attachment #4**)
 - 5. Fleetwood Homes Performance Agreement (**Attachment #5**)
 - 6. National Parks Tourism Grant Application (**Attachment #6**)

- 1:55 Todd Daniel, VDOT Resident Engineer (via teleconference)
1. Monthly Report (**Attachment #7**)
 2. Alternative Intersection Briefing- Anne Booker (via teleconference)
- 2:15 Steven Sandy, Director of Planning and Community Development
1. Khawaja, Special Use Permit (**Attachment #8**)
 2. Smart Scale Application Approval Resolution (**Attachment #9**)
- 2:25 Brian Carter, Director of Finance
1. Monthly Finance Report
 2. Roanoke Valley Juvenile Detention Center Service Agreement (**Attachment #10**)
- 2:40 Bill Overton, Sheriff
1. Security Camera System (**Attachment #11**)
- 2:50 Mike Burnette, Director of Economic Development
1. CARES Act Update (**Attachment #12**)
- 3:05 BREAK
- 3:15 **WORK SESSION:** Franklin County Utilities Overview
Shirley Holland, Board Member & Mike McEvoy, Executive Director
Western Virginia Water Authority (**Attachment #13**)
- 4:00 Christopher Whitlow, County Administrator
1. Upcoming Events
 2. Other Matters
- 4:15 Other Matters by Supervisors
- 4:30 Request for Closed Meeting in Accordance with 2.2-3711, (A)(1), Personnel Discussion of appointments to County Boards, Commissions, etc.; (A) (3) Discussion of the acquisition of real property or the disposition of real property; (A) (29) Discussion of the award of a public contract, of the Code of Virginia, as Amended.

Recess for Dinner

- 6:00 Call to Order, Chairman Mitchell
- 6:01 Appointments (**Attachment #14**)
- 6:05 Recess for Previously Advertised Public Hearings as Follows:

1. Amendments to the Adopted FY19-20 Budget (Attachment #15**)**

The original FY 2019-2020 budget was adopted in the amount of \$143,791,840 and was amended on December 17, 2019 with a new total budget of \$152,863,534. The FY 2019-2020 budget needs to be amended by a total of \$9,295,112 to appropriate proceeds from

the Broadband Virginia Telecommunications Initiative Grant, funding from Commonwealth of Virginia through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and previous appropriations for December 2019 – June 2020. The new adjusted budget total is \$162,158,646. A summary of the proposed budget amendment is on file in the Finance Department at the Franklin County Government Center.

6:15 Board Discussion Courthouse Monument

Public Comment Period Continued (if any citizen wishes to speak)

Adjournment Thereafter



Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> <i>Big Cove Drive/Secondary State System Acceptance</i>	<u>AGENDA DATE:</u> July 21, 2020
<u>SUBJECT/PROPOSAL/REQUEST</u> <i>Resolution request to add Big Cove Drive (Route 1009) to the secondary system of state highways.</i>	<u>BOARD ACTION:</u> Yes <u>INFORMATION:</u> No <u>ATTACHMENTS:</u> No
<u>STRATEGIC PLAN FOCUS AREA:</u> <input type="checkbox"/> <i>Economic Development</i> <input type="checkbox"/> <i>Financial Stability</i> <input checked="" type="checkbox"/> <i>Infrastructure</i> <input type="checkbox"/> <i>Lifelong Learning</i> <input type="checkbox"/> <i>Managed Growth</i> <input checked="" type="checkbox"/> <i>Public Safety</i> <input type="checkbox"/> <i>Operational Effectiveness</i>	<u>CONSENT AGENDA:</u> Yes <u>ATTACHMENTS:</u> Yes <u>STAFF CONTACT(S):</u> <i>VDOT, Sandy, and Cooper</i> <u>REVIEWED BY:</u> Christopher Whitlow, County Administrator <i>CW</i>

BACKGROUND:

Big Cove Drive of Smugglers Beach Subdivision has been constructed to meets the public service criteria of secondary street requirements to be accepted as part of the Secondary State Highway System.

DISCUSSION:

A resolution from the Board of Supervisors is required by the VDOT Big Cove Drive (Route 1009) into the secondary system of state highways, pursuant to Section 33.2-705, taking certain streets into secondary state highway system. Attached is a development sketch and VDOT Form AM 4.3, which is incorporated herein as part of the resolution.

RECOMMENDATION:

Staff respectfully requests that the Board of Supervisors adopt by resolution for Big Cove Drive (Route 1009) to be added to the secondary system of state highways.

In Franklin County

by Resolution of the governing body adopted July 21, 2020

The following VDOT Form AM-4.3 is hereby attached and incorporated as part of the governing body's resolution for changes to the secondary system of state highways.

A Copy Testee Signed (County Official):

Report of Changes in the Secondary System of State Highways

Project/Subdivision: Smugglers Beach

Addition

Route Number	Street Name	From Termini	To Termini	Length	Number Of Lanes	Recordation Reference	Row Width
1009	Big Cove Dr.	Intersection of Route 920	0.34 from intersection of Route 920	0.34	2	PB 998 PG 647-649	50

§33.2-705 – Land Development Additions to Secondary Route

RESOLUTION

WHEREAS, the Smugglers Beach Subdivision has been completed, and

WHEREAS, the streets of Smugglers Beach meet the public service criteria of the Secondary Street Requirements; and

WHEREAS, the development sketch and VDOT Form AM 4.3, attached and incorporated herein as part of this resolution, define additions required in the Secondary System of State Highways as a result of construction; and

WHEREAS, certain segments identified on the incorporated Form AM 4.3 are ready to be accepted into the Secondary System of State Highways.

NOW THEREFORE, BE IT RESOLVED, this Board requests the Virginia Department of Transportation to add the segments identified on the incorporated Form AM 4.3 to the Secondary System of State Highways, pursuant to §33.2-705 of the *Code of Virginia*, for which segments this Board hereby guarantees the right of way to be clear and unrestricted, including any necessary easements for cuts, fills, and drainage, and

BE IT FINALLY RESOLVED, a certified copy of this resolution be forwarded to the Virginia Department of Transportation.

Recorded Vote

A Copy Teste:

Moved By: _____

Seconded By: _____

(Name), (title)

Yeas: _____

Nays: _____

CURRENT OWNER - JACKIE RAY ATKINSON
DB 943, PG 1472
DB 943, PG 1472
DB 973, PG 1816

BK 0998 PG 00647

REFERENCE - TAX No. 51.16-6

NOTES:

ALL IRON RODS SET ARE 5/8" REBAR.

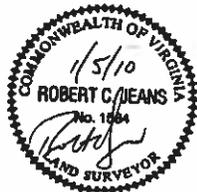
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE MAY NOT NECESSARILY INDICATE ALL ENCUMBRANCES UPON THE PROPERTY.

THIS IS TO CERTIFY THAT A PORTION OF THE PROPERTY SHOWN HEREBON IS LOCATED IN THE 100 YEAR FLOOD PLAIN AS DETERMINED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. 805' CONTOUR (NGVD 89) FIRM COMM. No. 510001

THIS IS TO CERTIFY THAT ON JANUARY 5 2010, AN ACCURATE SURVEY WAS MADE OF THE PREMISES SHOWN HEREBON AND THAT THERE ARE NO EASEMENTS OR ENCROACHMENTS VISIBLE ON THE GROUND OTHER THAN THOSE SHOWN HEREBON.

RODS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

I, ROBERT C. JEANS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION; THAT THE PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS GREATER THAN 1: 10,000; THAT THIS MAP WAS MADE IN ACCORDANCE WITH THE FRANKLIN COUNTY SUBDIVISION ORDINANCE. WITNESS MY HAND AND SEAL THIS 30th DAY OF JANUARY, 2010.

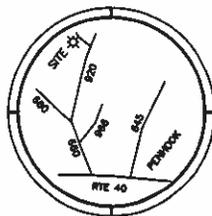


This subdivision is approved for individual onsite sewage systems in accordance with the provisions of the "Code of Virginia", and the "Sewage Handling and Disposal Regulations (19 VAC 5-810-10 et seq., the "Regulations")", (and local ordinances if the locality has authorized the local health department to accept private evaluations for compliance with local ordinances).

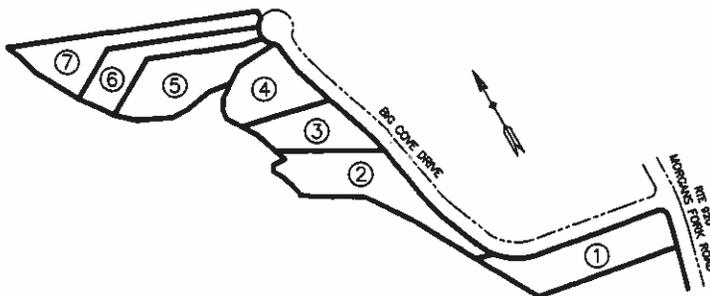
This subdivision was submitted to the Health Department for review pursuant to Sec 32.1-163.6 of the "Code of Virginia" which requires the Health Department to accept private soil evaluations and designs from an Authorized Onsite Soil Evaluator (AOSE) or a Professional Engineer working in consultation with an AOSE for residential development. The Department is not required to perform a field check on such evaluations. This subdivision was certified as being in compliance with the Board of Health's regulation by FRANK DAVIS A.O.S.E. No. 163 PHONE: 540-483-4914. This subdivision approval is issued in reliance upon that certification.

Pursuant to Sec 360 of the Regulations this approval is not assurance that Sewage Disposal System Construction Permits will be issued for any lot in the subdivision unless that lot is specifically identified as having an approved site for an onsite sewage disposal system, and unless all conditions and circumstances are present at the time of application for a permit as are present at the time of this approval. This subdivision may contain lots that do not have approved sites for onsite sewage systems.

This subdivision approval is issued in reliance upon the certification that approved lots are suitable for "traditional systems", however actual system designs may be different at the time construction permits are issued.



LOCATION MAP



OWNER'S CERTIFICATE AND NOTARIZATION

KNOW ALL MEN BY THESE PRESENTS, that I, Jackie Ray Atkinson, am the owner of the property shown on this plat. I further certify that Robert C. Jeans surveyed and made this plat with my own free will and consent, and the entire subdivided parcel shown is within the boundaries of a tract of land conveyed to me, by Deeds recorded in Deed Book 943, Page 1472, Deed Book 943, Page 1479, and Deed Book 973, Page 1816, Franklin County.

Jackie Ray Atkinson Date 5-20-2011

State of Virginia
County of Pittsylvania
Jennifer L. Champion, a Notary Public in and for the aforesaid State do hereby certify that Jackie Ray Atkinson, whose name is signed to the foregoing writing, has personally appeared before me and acknowledged the same in my aforesaid jurisdiction on this 20th day of May, 2011. My Commission Expires 3/31/15
Jennifer L. Champion Date 5/20/11



APPROVAL

Approval letter DATE: 4/20/10
V.D.O.E. HIGHWAY ENGINEER
M.L.K. DATE: 4/24/10
VIRGINIA DEPARTMENT OF HEALTH REPRESENTATIVE
Todd Workman DATE: 5/18/10
SUBDIVISION AGENT
FOR FRANKLIN COUNTY PLANNING COMMISSION

CORNERSTONE LAND SURVEYING, INC.
250 SOUTH MAIN STREET
P.O. BOX 779
ROCKY MOUNT, VIRGINIA 24151
540-489-3590

FINAL PLAT
SMUGGLER'S BEACH
LOCATED IN
UNION HALL MAGISTERIAL DISTRICT
FRANKLIN COUNTY, VIRGINIA
JANUARY 5, 2010

11 MAY 23 PM 2:37

110003362



Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> INMATE FOOD SERVICES RFP</p> <p><u>SUBJECT/PROPOSAL/REQUEST</u> Request Board authorization to issue a request for proposals for Inmate Food Services at the Franklin County Jail</p> <p><u>STRATEGIC PLAN FOCUS AREA:</u></p> <p><input type="checkbox"/> <i>Economic Development</i> <input type="checkbox"/> <i>Financial Stability</i></p> <p><input type="checkbox"/> <i>Infrastructure</i> <input type="checkbox"/> <i>Lifelong Learning</i></p> <p><input type="checkbox"/> <i>Managed Growth</i> <input checked="" type="checkbox"/> <i>Public Safety</i></p> <p><input checked="" type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><u>AGENDA DATE:</u> July 21, 2020</p> <p><u>BOARD ACTION:</u> Yes</p> <p><u>INFORMATION:</u> No</p> <p><u>ATTACHMENTS:</u> No</p> <p><u>CONSENT AGENDA:</u> Yes</p> <p><u>ATTACHMENTS:</u> No</p> <p><u>STAFF CONTACT(S):</u> Sheriff Overton, Major Sigmon, Capt. Young, Capt. Amos, Mr. Carter</p> <p><u>REVIEWED BY:</u> Christopher L. Whitlow, County Administrator <i>[Signature]</i></p>
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BACKGROUND:

The Office of the Sheriff, County of Franklin is a full-service law enforcement agency with jail, court security, and law enforcement responsibilities. The current inmate food services contract was originally effective on July 2, 2012. The contract has renewed annually and is set to expire on July 31, 2020.

DISCUSSION:

Inmate food services is critical to the operation of the Franklin County Jail and the health and well-being of the inmates. Inmate food services are heavily regulated and are not cost efficient to be provided internally by Sheriff's Office staff. The current contract will expire on July 31, 2020, and the Sheriff's Office was notified of a substantial price increase of 41%, or \$65,600, should the contract renew for another year. The Sheriff's Office would need additional funds appropriated to cover this cost increase. The Sheriff's Office and County Finance Director recommends issuing a request for proposals due to the proposed increase. It has been 8 years since services were originally awarded, and it is a good procurement practice to bid these services occasionally per County precedent. The Sheriff's Office will review any proposals and bring the best proposal back to the Board for approval and award of the contract.

RECOMMENDATION:

The Sheriff's Office respectfully requests the Board of Supervisors to authorize the issuance of a request for proposals for inmate food services. A recommendation for approval and award will be brought back to the Board.



Franklin County

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EXECUTIVE SUMMARY

<p>AGENDA TITLE: Fork Mountain Volunteer Fire Department Garage Repair Extension.</p> <p>SUBJECT/PROPOSAL/REQUEST Approval to repair & extend garage area at Fork Mountain Volunteer Fire Department.</p> <p>STRATEGIC PLAN FOCUS AREA:</p> <p><input type="checkbox"/> <i>Economic Development</i></p> <p><input type="checkbox"/> <i>Financial Stability</i> <input type="checkbox"/> <i>Managed Growth</i></p> <p><input checked="" type="checkbox"/> <i>Public Safety</i> <input checked="" type="checkbox"/> <i>Operational Effectiveness</i></p>	<p>AGENDA DATE: July 21, 2020</p> <p>BOARD ACTION: Yes</p> <p>INFORMATION: No</p> <p>ATTACHMENTS: No</p> <p>CONSENT AGENDA: Yes</p> <p>ATTACHMENTS:</p> <p>STAFF CONTACT(S): William Ferguson, Public Safety Director Brian Carter, Finance Director</p> <p>REVIEWED BY: Christopher L. Whitlow, County Administrator </p>
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BACKGROUND:

The Fork Mountain Volunteer Fire Department (FMVFD) station located at 2805 Virgil Goode Highway, Rocky Mount, Virginia was originally constructed in 1969 to house the apparatus of the department. This facility has served the department and community well for the past 51 years. However, due to the ever-increasing size of fire apparatus, the department garage area is in need of additional space. As fire apparatus continues to grow larger in size several fire stations are experiencing space issues and Fork Mountain Volunteer Fire Department (Company 8) is no exception. With larger apparatus, Fire- EMS Volunteers and Career staff, are often forced to pull apparatus outside to access the restrooms along with other inconveniences at this facility. This also has a tremendous effect on the public as this station also serves as a voter precinct. Discussions have been going on for a couple of years between Company 8 and Public Safety regarding the possible extension of the garage bay area to accommodate the larger apparatus.

DISCUSSION:

On Sunday April 19, 2020, the career staff at Company 8 were conducting pump training outside of the station. During this training, the vehicle experienced a malfunction causing it to "lurch" forward striking the building causing substantial damage the garage bay and door area of the building.

The repair of the building affords an opportunity to correct the garage area extension need at minimal cost to the county. Repair quotes were obtained by the FMVFD from Frith Construction where the cost to repair the facility back to its original condition is approximately \$37,000.00. The cost to repair and include the needed garage extension of 18 feet can be accomplished for

an additional \$67,550 after insurance claim is processed. In an effort to correct the needed garage bay space issue during the construction repair, the FMVFD is requesting the additional funding to complete the project. If this can be successfully accomplished this should meet the space needs of the Fork Mountain Volunteer Fire Department for the next 20-25 years.

The FMVFD has already spent close to \$17,000 this year alone in sewer repairs to accommodate career staffing along with other expenditures for this facility. The FMVFD has offered to sign an MOU with the County stating that career staff can remain at the facility as long as needed where if, there was any legitimate reason to break the MOU, then a pro-rated formula would be developed requiring FMVFD to reimburse the County. Sufficient funds are available to cover the \$67,550 from the County's Capital Reserve Account #30010047-59120 which has a current balance of \$1,464,850. This capital reserve account was set aside last fiscal year to address emergency repairs or immediate capital needs, as well as future capital projects. This account can be replenished or added to each year following the year-to-year carry over process.

RECOMMENDATION:

Staff respectfully requests the Board of Supervisors approve the transfer of \$67,550 to the FMVFD from the County's Capital Reserve Account #30010047-59120 to complete the garage repair and associated extension as outlined in this summary.

Ferguson, William

From: John Stanley <johnboy@kimbanet.com>
Sent: Thursday, July 16, 2020 12:16 AM
To: Ferguson, William
Subject: Funding Request

==== CAUTION: This email is from outside Franklin County Government. Total security is not guaranteed. Remember to use safe practices when using email and other technologies. ====

TO: Billy Ferguson
FROM: John Stanley, District Chief, Fork Mountain Volunteer Fire Department
DATE: July 16, 2020
RE: Fork Mountain Fire Station Damage Repair-Garage Extension-Fund Request

Fork Mountain Volunteer Fire Department is requesting additional funds to help with the extension of our bay area to accommodate our engine and to provide more room as this building is used as a voting precinct.

With the recent damage to the building, we feel now is the best time for the extension to be completed. Insurance has issued a check to cover the cost of the repair, but we still need additional funds to cover the cost of the extension.

We have already spent out approximately \$17000.00 this year. This included having the sewer system and plumbing system repaired and updated to accommodate the needs of having the station staffed 24/7 by the career staff. Plus unforeseen mechanical repairs to our Tanker.

Thank you for your consideration.



Date June 11, 2020

To: John Stanley
Fork Mountain Vol. Fire Department

Frith Construction would like to offer the following price for an addition to the front of your existing building located at 2805 Virgil Goode Hwy. Rocky Mount, Va. 54151. Cost base on drawing from Conrad Knight Architecture dated 6-2-2020, and approval from local building officials.

Scope of Work:

- Cut asphalt driveway and remove the asphalt from site, establish sub grade for new addition, dig a turn down footing along with column footing as per drawings. Asphalt cutting for the four truck bay addition, the paving at the current entrance walk door to remain.
- Removal of existing canopy at entrance door.
- Install two steel columns between the overhead doors that were damaged from the truck hitting building. We would not replace the masonry at these two columns. The brick above the existing overhead doors to remain as is.
- Install seven 6" bollard post as shown on drawings before floor is poured.
- Pour new concrete floor and footings
- After floor is installed we will rework the paving across the front to slope to existing grade from the new floor elevation. New asphalt to be heavy duty paving and would terminate at an existing joint in paving in front of new addition. Paving along the sides of the new slab as required.
- Frame walls as shown on drawings, 1/2" plywood sheathing on the walls with house wrap. Supply and install single slope roof trusses, 1/2" OSB sheathing boards with 15# roof felt.
- One exterior 3' by 7' door on side wall towards rescue squad area.
- Supply and install corrugated metal (PBR) panels in 26 gauge on roof, exterior siding and interior panels on the ceiling and walls. Metal panel trim as required, color to be determined. Interior wall to be stripped with 1X4 boards for the metal panels to be attached to. Gutters and down spouts, down spouts to dump on the paving surface
- Insulation as shown on the drawing.
- Electrical allowance for new lights in additions and for the overhead doors that are move to the exterior wall.
- Supply two new insulated overhead doors to match existing as close as possible and move two existing doors to new exterior wall. Overhead door jambs to be wrapped with metal and weather stripping installed.

- Repair of damaged 6" pipe outside with the required fitting to work with your trucks
- Permits and Architecture drawing for permit.

Cost for this work: \$104,550.00

Excluded in Cost:

- Unforeseen conditions
- Hazardous materials testing or abatement
- Underground utilities locating
- Storm water piping
- Plumbing or heating and air conditioning work
- Phone, data or alarm cabling or equipment
- Roofing work other than new roof tie-in

Thank you for allowing Frith Construction to offer this cost for your project, feel free to contact us with any questions.

Clayton Leach
Frith Construction Co.
276-632-7241



MES - Municipal Emergency Services - SCBA Flow Test. *603.64
Vest's Sales + Service - Repair PTO Pump - Tanker - (5647) Pump Test. *1290
Waterway - Hose Testing. *1840.75 /
Commercial Fyr. Fyter - Hydro Test on Bottles. *501.66
Vest's Sales + Service - F.500 - *1309
O. Ray Prillaman - Install Septic. Ar half. *3400
Layman's Contracting - 50/50 Split with Squad 8 - *1682.40
Layman's Contracting - 50/50 Split with Squad 8 - *770.05 /
Eitner Environmental - 50/50 split with Squad 8 - *600



Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Fire/EMS Response Unit</p> <p><u>SUBJECT/PROPOSAL/REQUEST</u> Approval to purchase a new Fire/EMS Quick Response Vehicle (QRV).</p> <p><u>STRATEGIC PLAN FOCUS AREA:</u></p> <p><input type="checkbox"/> <i>Economic Development</i></p> <p><input type="checkbox"/> <i>Financial Stability</i> <input type="checkbox"/> <i>Managed Growth</i></p> <p><input checked="" type="checkbox"/> <i>Public Safety</i> <input checked="" type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><u>AGENDA DATE:</u> July 21, 2020</p> <p><u>BOARD ACTION:</u> Yes</p> <p><u>INFORMATION:</u> No</p> <p><u>ATTACHMENTS:</u> Yes</p> <p><u>CONSENT AGENDA:</u> Yes</p> <p><u>ATTACHMENTS:</u></p> <p><u>STAFF CONTACT(S):</u> William Ferguson, Public Safety Director Brian Carter, Finance Director</p> <p><u>REVIEWED BY:</u> Christopher L. Whitlow, County Administrator <i>CLW</i></p>
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BACKGROUND:

The Operations Captain position assists with advanced life support and provides fire/EMS support oversight and on-scene management for emergency incidents. Currently, a 2015 Ford F 250 with 156,113 miles is utilized and is shared between three (3) employees (shift captains) working 24 hour shifts seven (7) days a week 365 days a year. This vehicle is in continuous service except when taken out of service for preventive maintenance.

DISCUSSION:

The vehicle currently assigned to the public safety Operations Captain has met its serviceable lifespan as a first response unit and has in excess of 156,113 miles. This vehicle averages between 2,500 and 3,000 miles per month and responds to more calls in a single month than any other vehicle in the fleet. The current vehicle is equipped with 4-wheel drive for use in inclement weather and is used to access scenes that are in remote locations. The current vehicle is a ¾ ton chassis and is adequate for the duties assigned. A four-door passenger compartment is necessary for logistic purposes and to transport additional personnel to and from emergencies. The vehicle routinely responds to fire/EMS calls and frequently arrives before other assets. The equipment on the vehicle allows the operator to provide identical patient care capabilities as an advanced life support ambulance, except for transportation of the patient. This vehicle occasionally serves as a temporary command post at major events.

This vehicle once removed from service will be reassigned to Burnt Chimney Volunteer Fire Department to serve as a personnel transport vehicle for training and additional manpower needs.

The proposed replacement vehicle will be 2020 Ford F250 4 X 4 pickup purchased off of state contract from Colonial Ford Truck Sales at a price of \$32,387.80. The upfit for this vehicle will be purchased from Fast Lane Emergency Vehicles of Purcellville, Virginia off of the cooperative procurement (Contract Number AM10-18) contract at a cost of \$47,571.49. Total funds for the purchase will be \$79,959.29 and are currently budgeted and allocated in CIP line item 3023-014557005.

By purchasing off the state contract and H-GAC (Contract Number AM10-18) the vehicle and upfit can be purchased through cooperative procurement in accordance with County procurement policy.

This purchase has also been discussed and is recommended for approval by the County Vehicle Committee.

RECOMMENDATION:

Staff respectfully requests the Board of Supervisors authorize the purchase of a new Quick Response Vehicle (QRV) as outlined in this summary. Funds are currently budgeted in the vehicle in capital account 3023-0145-57005.



Franklin County
A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Performance Agreement with Fleetwood Homes</p> <p><u>SUBJECT/PROPOSAL/REQUEST</u> Approval of performance agreement between County, IDA, and Fleetwood related to recent expansion announcement</p> <p><u>STRATEGIC PLAN FOCUS AREA:</u></p> <p><input checked="" type="checkbox"/> <i>Economic Development</i> <input type="checkbox"/> <i>Financial Stability</i></p> <p><input type="checkbox"/> <i>Infrastructure</i> <input type="checkbox"/> <i>Lifelong Learning</i></p> <p><input type="checkbox"/> <i>Managed Growth</i> <input type="checkbox"/> <i>Public Safety</i></p> <p><input type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><u>AGENDA DATE:</u> July 21, 2020</p> <p><u>BOARD ACTION:</u> Yes</p> <p><u>INFORMATION:</u> No</p> <p><u>ATTACHMENTS:</u> Yes</p> <p><u>CONSENT AGENDA:</u> Yes</p> <p><u>ATTACHMENTS:</u> Yes</p> <p><u>STAFF CONTACT(S):</u> Burnette</p> <p><u>REVIEWED BY:</u> Christopher L. Whitlow, County Administrator </p>
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BACKGROUND:

On July 2nd, Franklin County announced that Fleetwood Homes would be expanding its operation in Rocky Mount. As an inducement to make this investment and hire new employees, Franklin County has agreed to provide a grant of \$30,000 to the company through the Franklin County Industrial Development Authority. It is the wish of all parties to memorialize this transaction in a binding performance agreement between the company, County, and IDA.

DISCUSSION:

Fleetwood Homes has agreed to invest \$2.1 million in expanding its local operation and hire sixty (sixty) new employees by April 1, 2023. In return, Franklin County, through the Industrial Development Authority, will provide a business grant of \$30,000 to the company. Per standard operating procedure, the County and IDA require that a performance agreement memorializing the roles and responsibilities of each party is to be executed. Fleetwood Homes has executed the proposed agreement, as did the Franklin County Industrial Development Authority at its meeting of July 9, 2020. The final party required to approve and execute the agreement is the Franklin County Board of Supervisors.

RECOMMENDATION:

Staff respectfully recommends that the Board approve this Performance Agreement between Fleetwood Homes, the Franklin County Industrial Development Authority, and Franklin County.

PERFORMANCE AGREEMENT

This PERFORMANCE AGREEMENT (THIS "AGREEMENT") is made and entered into this 16 day of April, 2020 by and between FRANKLIN COUNTY, VIRGINIA (hereinafter the "County"), a political subdivision of the Commonwealth of Virginia, the FRANKLIN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (hereinafter the "Authority"), a political subdivision of the Commonwealth of Virginia, and FLEETWOOD HOMES, INC. (hereinafter the "Company"), a Delaware corporation authorized to transact business in the Commonwealth of Virginia. County, Authority, and Company may hereinafter be referred to individually as a "Party" or jointly as the "Parties".

WITNESSETH:

WHEREAS, County has developed ongoing economic development programs to facilitate private sector investment and job creation in County, including the development of targeted economic development incentive packages; and

WHEREAS, County is willing to provide such incentive funds to Company, provided that Company promises to meet certain criteria relating to Capital Investment and New Jobs, as defined hereinafter; and

WHEREAS, County and Company desire to set forth their understanding and agreement as to the payout of the incentive funds, the use of the incentive funds, the obligations of Company regarding Capital Investment and New Jobs, and the repayment by Company of all or part of the incentive funds under certain circumstances; and

WHEREAS, the purchase, construction, expansion, equipping, improvement, and operation of the Facility (as defined below in Article 1) will entail a capital expenditure by or on behalf of Company of approximately \$2,109,800, of which approximately \$700,000 will be invested in machinery and tools and approximately \$1,409,800 will be invested to construct a new building; and

WHEREAS, the expansion and operation of the Facility will further entail the creation and Maintenance of sixty (60) New Jobs (as defined below in Article 1) at the Facility; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the purpose of the incentive funds;

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the Parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 For the purposes of this Agreement, the following terms shall have the following definitions:

1.1.1 *Capital Investment* means a capital expenditure by or on behalf of Company in taxable real property, taxable personal property, or both, at the Facility. The purchase or lease of machinery and tools or furniture, fixtures, and equipment, including under an operating lease,

by or on behalf of Company will qualify as Capital Investment. [The Capital Investment must be in addition to the capital improvements at the Facility as of March 1, 2020].

1.1.2 *Facility* means Company's manufacturing production facility located at 90 Weaver St, Rocky Mount, Virginia 24151.

1.1.3 *Maintain* means that the New Jobs will continue without interruption from the date of creation through the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in Company's employment levels (so long as there is active recruitment for open positions), (ii) strikes, and (iii) other temporary work stoppages.

1.1.4 *New Job* means new permanent full-time employment of an indefinite duration at the Facility created in addition to the current full-time employment and for which the standard fringe benefits are provided by Company for the employee, and for which Company pays an average hourly wage of at least \$13.50, exclusive of benefits. Average annual wage means the average annual salary of full-time positions at the Facility determined by dividing total payroll (of a type included in W-2 compensation) provided to full-time positions at the Facility by the number of full-time positions at the Facility. Each New Job must require a minimum of either (i) 35 hours of an employee's time per week for the entire normal year of Company's operations, which "normal year" must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs.

1.1.5 *Performance Date* means April 1, 2023. If County, in consultation with the Authority, deems that good faith and reasonable efforts have been made and are being made by Company to achieve the Targets, County and Authority may allow for the extension of the Performance Date by up to six (6) months. Any extension of the Performance Date shall require the prior approval of the Board for County and Authority. If the Performance Date is extended, County and Authority shall send written notice of the extension to Company and the date to which the Performance Date has been extended shall be the "Performance Date" for the purposes of this Agreement.

1.1.6 *Targets* means Company's obligations to make Capital Investments at the Facility of at least \$2,109,800 and to create and Maintain at least sixty (60) New Jobs at the Facility, all as of the Performance Date.

ARTICLE 2 – TARGETS

2.1 Company will expand, equip, and operate the Facility in County, make a Capital Investment of at least \$2,109,800, and create and Maintain at least sixty (60) New Jobs at the Facility at an average hourly wage of \$13.50 (exclusive of benefits), all as of the Performance Date.

2.2 County and Authority strongly encourage Company to ensure that the New Jobs are offered to residents of County to the greatest extent possible. For purposes of this subsection, residents of County shall mean natural persons domiciled in Franklin County, Virginia.

ARTICLE 3 – DISBURSEMENT OF FUNDS

3.1 Company may request funds be disbursed either in advance or in arrears.

3.1.1 If Company elects to receive the funds in arrears, it shall make a written request for funds once Company has either (i) reached 90% of all targets for investment and job creation herein; (ii) completed its planned hiring and investment, whether the targets have been met or not; or (iii) reached the Performance Date.

3.1.2 If Company elects to receive the funds in advance, Company shall make a written request for funds and shall provide to County an irrevocable security, acceptable to County, in an amount equal to the funds requested. This security shall remain valid for the term of the Performance Period. Company agrees that County may utilize this security to make itself whole in the event that Company defaults on its obligations herein.

3.2 Within 30 days of its receipt of Company's written request for funds, County shall disburse funds to the Authority. Within 30 days of its receipt of the funds, Authority will disburse the funds to Company. The disbursement of the funds to Company shall serve as an inducement to Company to achieve the Targets.

3.3 Company will use the fund proceeds to pay or reimburse the cost of expanding and equipping the Facility

ARTICLE 4 – REPORTING

4.1 Company shall provide, at Company's expense, in the form attached hereto as Exhibit A, detailed verification reasonably satisfactory to County, of Company's progress on the Targets. Such progress reports will be provided annually, starting on April 1, 2021 and covering the period through the prior twelve (12) months. Further, Company shall provide such progress reports at such other times as County may reasonably require. With each such report, Company shall report the amount paid by Company in the prior calendar year in Virginia corporate income tax. County hereby represents that it considers such information to be confidential proprietary information that is exempt from public disclosure under the Virginia Freedom of Information Act and that such information will be used by County solely in calculating aggregate return on investment capital for purposes of determine overall effectiveness of its economic incentive program funding.

4.2 Company shall provide, at Company's expense, in the form attached hereto as Exhibit B, detailed verification reasonably satisfactory to County, of Company's achievement of the Targets. The final report shall be filed on May 1, 2023.

ARTICLE 5 – REPAYMENT

5.1 This Agreement requires that Company make a Capital Investment of \$2,109,800 and create and Maintain sixty (60) New Jobs. Failure by Company to meet either of these Targets by the

Performance Date shall constitute a breach of this Agreement and the economic incentive package funds provided hereunder must be repaid by Company to County as set forth herein.

5.2 If Company has met at least 90% of both of the Targets at the Performance Date, then and thereafter Company is no longer obligated to repay any portion of the economic incentive package funds.

5.3 [IF FUNDS DISBURSED IN ADVANCE:] If Company has not met at least 90% of either or both of its Targets at the Performance Date, Company shall repay to County that part of the economic incentive package funds that is proportional to the Target or Targets for which there is a shortfall. For example, if as of the Performance Date, Company has received all \$30,000 of the economic incentive package funds, but only \$1,054,900 of the Capital Investment has been retained (reflecting achievement of 50% of the Capital Investment Target) and only 30 New Jobs have been created and Maintained (reflecting achievement of 50% of the New Jobs Target), Company shall repay to County \$7,500, reflecting 50% of the economic incentive package funds that it received allocated to the Capital Investment Target, plus \$7,500, reflecting 50% of the economic incentive package funds that it received allocated to the New Jobs Target. These amounts represent the percentages of the shortfall from the expected amount of Capital Investment and expected number of New Jobs, each multiplied by the portion of the economic incentive package funds that Company received allocated to that Target. Failure by Company to repay the unearned funds within thirty (30) days shall result in County utilizing the security pledged by Company.

5.3 [IF FUNDS DISBURSED IN ARREARS:] If Company has not met at least 90% of either or both of its Targets as of the Performance Date, County shall only pay to Company that part of the economic incentive package funds that is proportional to the Target or Targets which have been achieved. For example, if as of the Performance Date, Company has achieved only \$1,582,350 of the Capital Investment (reflecting achievement of 75% of the Capital Investment Target) and only 40 New Jobs have been created and Maintained (reflecting achievement of 67% of the New Jobs Target), County shall pay Company \$3,750, reflecting 25% of the economic incentive package funds that were allocated to the Capital Investment Target, plus \$4,950, reflecting 33% of the economic incentive package funds that were allocated to the New Jobs Target. These amounts represent the percentages of the shortfall from the expected amount of Capital Investment and expected number of New Jobs, each multiplied by the portion of the economic incentive package funds that Company received allocated to that Target.

5.4 If County shall determine at any time prior to the Performance Date (a "Determination Date") that Company is unable or unwilling to meet and Maintain its Targets by and through the Performance Date, and if County shall have promptly notified Company of such determination, Company must repay to County all of the economic development package funds received to date and/or forfeiture any further payments. Such a determination will be based on such circumstances as a filing by or on behalf of Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of Company, an abandonment of the Facility by Company or other similar significant event that demonstrates that Company will be unable or is unwilling to satisfy the Targets for the economic incentive package funds.

5.5 Company shall be liable for any repayment of all or a portion of the economic incentive package funds, as described in this Article 5. Such repayment shall be due from Company to County within sixty (60) days of the Performance Date or the Determination Date, as applicable.

5.6 If any repayment due under this Article 5 is not made by Company when due, County may determine that further collection action is required, and the Board of Supervisors may refer the matter to County Attorney's Office for collection. In any matter referred to County Attorney's Office for collection, Company shall be liable to pay interest, administrative charges, attorney fees and other applicable fees. Interest on any outstanding repayment referred to County Attorney's Office shall accrue at the rate set forth in Section 6.2-301(A) of the Code of Virginia (1950, as amended) for the period from the Performance Date or the Determination Date, as applicable, until paid.

ARTICLE 6 – NOTICES

6.1 Formal notices and communications between the Parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notice and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

6.1.1 If to Company: Fleetwood Homes, Inc.
c/o Cavco Industries, Inc.
3636 N. Central Avenue
Suite 1200
Phoenix, AZ 85012
Facsimile: 602-256-6189
Email: trent.hall@cavco.com
Attention: Director of Tax

6.1.2 If to County: County Administrator
1255 Franklin Street, Suite 112
Rocky Mount, Virginia 24151
Facsimile: 540-483-3035
Email: chris.whitlow@franklincountyva.gov
Attention: County Administrator

With copy to: County Attorney
415 S. Main Street
Salem, Virginia 24153
Facsimile: (540) 389-2350
Email: JimG@guynnwaddell.com
Attention: Jim Guynn

ARTICLE 7 – MISCELLANEOUS

7.1 This Agreement constitutes the entire agreement among the Parties hereto as to the economic incentive package funds and may not be amended or modified, except in writing, signed by each of the Parties hereto. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Company may not assign its rights and obligations under this Agreement without the prior written consent of County.

7.2 This Agreement is made, and is intended to be performed, in the Commonwealth of Virginia and shall be construed and enforced by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall like in the Circuit Court of Franklin County, and such litigation shall be brought only in such court.

7.3 This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument. A copy of this Agreement that is executed by a party and transmitted by that party to the other party by facsimile or email shall be binding on the signatory to the same extent as a copy hereof containing the signatory's original signature.

7.4 If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affect or impaired, and such provision will be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law.

7.5 Except as provided in Section 5.6, attorney's fees shall be paid by the party incurring such fees.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Performance Agreement as of the date first written above.

FRANKLIN COUNTY, VIRGINIA

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to Form:

County Attorney

FLEETWOOD HOMES, INC.

By: Trent Hall

Printed Name: Trent Hall

Title: Treasurer

Date: 4-16-2020

**FRANKLIN COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY**

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A
ANNUAL PROGRESS REPORT FORM

ANNUAL PROGRESS REPORT

PROJECT SUMMARY:

Project	
Location	
Fund Amount	
Performance Reporting Period	
Performance Date	

PROJECT PERFORMANCE:

Performance Measurement	Target	As of _____	% Complete
New Jobs (over ___ baseline)			
Confidence level target will be reached by Performance Date shown above (check one)	High <input type="checkbox"/>	Moderate <input type="checkbox"/>	Low <input type="checkbox"/>
Capital Investment (provide breakdown below)¹			
Confidence level target will be reached by Performance Date shown above (check one)	High <input type="checkbox"/>	Moderate <input type="checkbox"/>	Low <input type="checkbox"/>
Average Annual Wage			
Confidence level target will be reached by Performance Date shown above (check one)	High <input type="checkbox"/>	Moderate <input type="checkbox"/>	Low <input type="checkbox"/>
Standard Fringe Benefits (check one)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Virginia Corporate Income Tax in Prior Calendar Year²	S		

Capital Investment Breakdown	Amount
Land	\$
Land Improvements	\$
New Construction or Expansion	\$
Renovation or Building Upfit	\$
Production Machinery and Tools	\$
Furniture, Fixtures and Equipment	\$
Other	\$
Total	\$

Comments: (discuss project status, including current level of new jobs and capital investment, progress on targets, changes or likely changes in project's nature that may impact achievement of

¹ Data will be verified with local records.

² This confidential information is protected from disclosure pursuant to VA Code § 2.2-3705.6.

targets, and other information relevant to project performance. If the project is not on track to meet targets, please provide an explanation.)

TO BE CERTIFIED BY AN OFFICER OF COMPANY:

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: _____

Submitted By: _____

Signature of Official

Printed Name: _____

Title: _____

Date: _____

EXHIBIT B
FINAL REPORT

FINAL REPORT

PROJECT SUMMARY:

Project	
Location	
Performance Reporting Period	
Performance Date	

PROJECT PERFORMANCE:

Performance Measurement	Target	As of _____	% Complete
New Jobs (over ___ baseline)			
Capital Investment (provide breakdown below) ¹			
Average Annual Wage			
Standard Fringe Benefits (check one)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Virginia Corporate Income Tax in Prior Calendar Year ²	\$ _____		

Capital Investment Breakdown	Amount
Land	\$ _____
Land Improvements	\$ _____
New Construction or Expansion	\$ _____
Renovation or Building Upfit	\$ _____
Production Machinery and Tools	\$ _____
Furniture, Fixtures and Equipment	\$ _____
Other	\$ _____
Total	\$ _____

Comments: (discuss project status, including current level of new jobs and capital investment, progress on targets, changes or likely changes in project's nature that may impact achievement of targets, and other information relevant to project performance. If the project is not on track to meet targets, please provide an explanation.)

¹ Data will be verified using records from the Commissioner of the Revenue and invoices

² This confidential information is protected from disclosure pursuant to VA Code § 2.2-3705.6.

TO BE CERTIFIED BY AN OFFICER OF COMPANY:

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: _____

Submitted By: _____
Signature of Official

Printed Name: _____

Title: _____

Date: _____



Franklin County
A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Franklin County Architectural Heritage Survey Request for Assistance (RFA)</p>	<p><u>AGENDA DATE:</u> July 21, 2020</p>
<p><u>SUBJECT/PROPOSAL/REQUEST</u> Request for resolution of support and authorization to apply for ESHPF Request for Assistance</p>	<p><u>BOARD ACTION:</u> Yes <u>INFORMATION:</u> No <u>ATTACHMENTS:</u> No</p>
<p><u>STRATEGIC PLAN FOCUS AREA:</u></p> <p><input checked="" type="checkbox"/> <i>Economic Development</i> <input type="checkbox"/> <i>Financial Stability</i> <input type="checkbox"/> <i>Infrastructure</i> <input type="checkbox"/> <i>Lifelong Learning</i> <input type="checkbox"/> <i>Managed Growth</i> <input type="checkbox"/> <i>Public Safety</i> <input type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><u>CONSENT AGENDA:</u> Yes <u>ATTACHMENTS:</u> No</p>
	<p><u>STAFF CONTACT(S):</u> <i>Rotenizer; Burnette</i></p>
	<p><u>REVIEWED BY:</u> Chris Whitlow, County Administrator </p>

BACKGROUND:

The National Park Service (NPS) awarded the Virginia Department of Historic Resources (DHR) more than \$4.7 million in funding to provide recovery assistance to historic properties, including archaeological sites, damaged by hurricanes Florence and/or Michael in September and October 2018 that are listed or are eligible for listing on the National Register of Historic Places.

Emergency Supplemental funding from the NPS's Historic Preservation Fund (ESHPF) allows DHR to provide grants tied to historic properties in 52 counties and cities in Virginia that FEMA has determined eligible for the federal grants. Franklin County is one of 14 counties to qualify based on both the Florence and Michael hurricanes.

The disbursement of NPS funds by DHR have been based on a series of priority rankings. Currently DHR is soliciting a Request for Assistance (RFA) from eligible communities for survey and planning needs. The ESHPF survey and planning projects will be selected by DHR staff based on a pre-determined set of criteria. Each application will be reviewed and rated according to criteria including need, urgency, mitigation of future threat, prior consultation with DHR staff, and public benefit of the proposed project. Upon receipt of Request for Assistance, DHR staff will reach out to share more information about the project selection process.

Franklin County Tourism (FCT) has been in regular communication with DHR since the funding opportunity was first announced in March. Locally, funding support will assist in the development of a unique tourism product of value, as well as benefit the county and citizens in other ways. An objective for this funding is to provide a comprehensive survey and inventory of Franklin County's historic cultural landscape with focus on architectural heritage. Additionally, educational and community outreach efforts will be included.

This concept has been part of the FCT annual workplan for several years. Lack of a viable funding source was an obstacle. Typically, projects of this nature are cost prohibitive, and when funding is available it requires a match. We are in a unique situation in that a match is not required - a rare opportunity.

Franklin County is known for a number of historic landmarks, such as the Boones Mill and Rocky Mount train depots, Booker T. Washington National Monument, Blue Ridge Institute & Museum (BRIM), the Hook-Powell-Moorman Farm, the 1769 Chapel Church, the Trail Cabin, and several historic districts and other assets.

Of specific tourism value, the project will identify for the county overlooked or forgotten heritage assets specific to Franklin County and nowhere else. Hence the term, asset-based community development. Dairy farming and tobacco farming are longstanding foundations of the county's history. The project will help document resources such as dairy silos, dairy farms, and tobacco barns which can be developed into driving tour itineraries. Documentation often leads to awareness. Such unique resources are dwindling and if measures are not taken now to draw attention to them and encourage landowner stewardship, they may disappear from our landscape forever.

There is progress toward active heritage trail development. We have been in communication with Preservation Virginia toward a FTO proposed Blue Ridge to the Piedmont Tobacco Heritage Trail. Franklin County would serve as the western anchor/bookend to an eastern running trail – like our role with The Crooked Road: Virginia's Heritage Music Trail.

The project can provide resources for other itinerary and program ideas such as a Franklin County African American Heritage Trail. And even continuing discussions toward commemorating the former route of the Old F&P (the Franklin & Pittsylvania Railroad) – which would be a tie-in with our being part of “Virginia's Rail Heritage Region.” Furthermore, outcomes of the project could be integrated into a Franklin County GIS-Tourism partnership story map digital driving tour itinerary platform.

DISCUSSION:

The Franklin County 2025 Comprehensive Plan, under Section 8 (Cultural Resources – Arts, Culture and History) identifies historic cultural resources as an important aspect to the citizens of the county. A subsection, “Historic/Architectural Landmarks” (pp. 8-3 – 8-15) is most relevant. It points out four key aspects of historic preservation (p. 8-3):

- Historic preservation is a key link to our community's past. “Preservation serves to ensure cultural continuity in that it bridges the past to the present.”
- Historic preservation is host to educational qualities. “Preservation supplements the written word; it adds another dimension to learning.”
- Historic preservation brings economic values to a community. “The economic dividends which preservation brings to an area are often overlooked....”
- “Historic preservation also provides aesthetic satisfaction.” This bodes well with county's marketing and recruitment strength based on quality of life factors.

In 1997, the Franklin County Board of Supervisors adopted “Heritage 96: A Preservation Strategy” which was a guide to help guide heritage resources planning for the county. The planning document discussed many existing and potential aspects of historic preservation for Franklin County. A systematically obtained inventory of architectural resources had not been attained – a situation still current today. The proposed project can fulfill this long-standing need.

There is no financial obligation to the county for requesting assistance from DHR for the project funding. A resolution from the Board is requested to document county support. Administration for the project would be handled by DHR. Use of occasional office space is requested for professionals conducting the study. FCT would serve as county contact and local liaison for the project. Application deadline is 23 July. Letters of support will be sought from several key community stakeholders including the Franklin County Public Library System, Blue Ridge Institute & Museum (BRIM) of Ferrum College, and the Towns of Boones Mill and Rocky Mount.

RECOMMENDATION:

Staff respectfully recommends that the Board support a resolution of support and authorize staff to submit application for funding.

**Resolution of Support
By the
Franklin County Board of Supervisors**

WHEREAS, Franklin County is richly endowed by a diverse cultural and natural landscape containing a range of resources. To better understand and appreciate the abundance of these resources, along with scarcities within, it is recognized there exists a need to document these resources for the benefit of present and future county citizens.

WHEREAS, the identification and preservation of historic cultural resources and landscapes enhance Franklin County in many ways, such as a tangible connection to our past: educational value beyond the written word through cultural continuity connecting the past to the present; economic gains through cultural heritage tourism; and finally as a quality of life enhancement through aesthetic satisfaction.

WHEREAS, the Franklin County 2025 Comprehensive Plan supports identification and preservation of heritage resources. In 1997, the Franklin County Board of Supervisors adopted Heritage '96: A Preservation Strategy as a preservation planning tool. Historic cultural resources and landscapes have been recognized as deserving documentation and recognition.

WHEREAS, the Franklin County Board of Supervisors requested and was granted the Federal Emergency Management Agency (FEMA) major disaster declarations as a result of Hurricanes Florence and Michael in September and October 2018, respectively. The National Park Service has awarded the Virginia Department of Historic Resources (DHR) funding to provide recovery assistance as a result of these tropical storms. Funding is available to impacted localities through the Emergency Supplemental Historic Preservation Fund (ESHPPF). Franklin County is eligible to apply for program support through an official Request for Assistance.

WHEREAS, it is requested the proposed funding is at no cost to Franklin County, the personnel assigned to project may require occasional use of office space and coordination with county staff. It is anticipated educational outreach and public programming will include the Tourism Office, Public Library System and GIS staff members. The Tourism Office will serve as contact and coordination on behalf of Franklin County.

WHEREAS, the Franklin County Board of Supervisors hereby authorizes Franklin County Tourism to submit Request for Assistance to DHR for funding consideration of a comprehensive survey of the county's architectural and landscape resources in age of fifty years or more.

NOW, THEREFORE, BE IT RESOLVED that the Franklin County Board of Supervisors endorses Request for Assistance to the DHR for ESHPPF support.



Bedford Residency
Todd Daniel – Residency Administrator
Brian Casella – Assistant Resident Engineer
VDOT Call Center – 1-800-FOR-ROAD
(1-800-367-7623)

To: Franklin County Board of Supervisors
Subject: July 2020 – Franklin County VDOT Monthly Updates

MAINTENANCE

Maintenance Activities for Previous 30 Days:

- Ordinary maintenance – Pavement (pothole) repair, gravel road repair, right of way brush cutting operations (County wide), shoulder repairs (County wide), storm water culvert repairs and cleaning (County wide) and guardrail repairs.
- Route 869 (Turtle Hill Rd.)/Route 40 (Old Franklin Turnpike) – Intersection improvements on Route 869 (Turtle Hill Rd.) at Route 40 to include re-aligning and widening of the intersection. Pavement and pavement markings to be completed in upcoming weeks.
- Secondary mowing operations.
- Patching operations in preparation for plant mix schedule.
- Paving on Route 220 at intersection of Route 697 (Wirtz Rd.). COMPLETED
- Route 1083 (Countrywood Rd.) – Pipe replacement. COMPLETED
- Route 116 (Jubal Early Hwy.) - Closure due to major slide and flooding event. The road is closed at the intersection of Route 681 (Coopers Cove Rd.) to 1.5 mi. east of Route 1520 (Windy Ridge Parkway). The road is tentatively scheduled to re-open at the end of August.
- Overlay on Route 122 north of Route 616 (Scruggs Rd.). COMPLETED

Maintenance Activities for Next 60 Days:

- Ordinary Maintenance – Pavement (pothole) repair, gravel road repair, right of way brush cutting operations (County wide), shoulder repairs (County wide), storm water culvert repairs and cleaning county wide, guardrail repairs.
- Over the rail mowing to include primary and secondary routes.
- Route 647 (Kay Fork Rd.) – Preparation for pipe replacement for failed pipe; ongoing closure.
- Route 640 (Six Mile Post Rd.) – Installation of headwalls for drainage structure to begin mid-June; one lane will be open to traffic.
- Route 618 (Muddy Fork Rd.) – Installation of headwalls for drainage structure; one lane will be open to traffic. In progress.
- Route 740 (Algoma Rd.) – Pipe replacement to begin late July; closed to traffic.
- Slope repair near frontage road Route F611 (Cornell Rd.) and Bernard Rd. (Town of Rocky Mount).
- Ongoing cleanup of trees and debris from flooding event on various routes.
- Route 714 (Washboard Rd.) – Preparation for pipe replacement.

Maintenance Activities for Next 60 Days (cont.):

- Route 723 (Lucy Wade Rd.) – Preparation for pipe replacement.
- Route 643 (Coles Creek Rd.) – Low water structure replacement tentatively to begin mid-June; road will be closed for approximately 5 weeks.
- Primary and secondary mowing operations.
- Patching operations in preparation for plant mix schedule.
- Route 116 (Jubal Early Hwy.) – Closure due to major slide and flooding event. The road is closed at the intersection of Route 681 (Coopers Cove Rd.) to 1.5 mi. east of Route 1520 (Windy Ridge Parkway). The road is tentatively scheduled to re-open at the end of August.
- Route 220N – Slope repair from approximately 0.25 mi. north of Route F611 (Cornell Rd.) to south of Route 1055 (Wooddale Dr.).
- Primary patch paving to include Route 40 and Route 220 just north and south of Rocky Mount.
- Paving at Route 220 NB ramp to Route 220 Business; ramp to be closed at night and detour provided at Route F-612 (Cornell Rd). Date to be determined.
- Route 636 (Hardy Rd.) and Route 684 (Boones Mill Rd.) – Tree trimming; alternate lane closures during the operation.

LAND DEVELOPMENT & PERMITS

- 138 Active permits to include: 59 utilities, 59 private entrances, 3 commercial entrances, 5 roadside memorials, 2 private utility permits, 2 maintenance of traffic permits, 2 grading permits and 2 locally administered permits. Of these, 9 were issued in June.

4 site plan reviews:

- Penn Hall Subdivision – Review of subdivision in Union Hall area.
- WVWA – Review for utility installation on Route 919 (Grassy Hill Rd.)
- Moorman Subdivision – Review of subdivision in Hardy area.
- Red Barn Subdivision – Review of subdivision in Burnt Chimney area.

Additional Land Development Activities:

- Facebook Fiber Project – Intermittent flagging operations in the Callaway, Wirtz and Burnt Chimney area.
- WVWA – Installation of sewer line along Route 220; lane closure to be installed on Route 220S near intersection of Route 635 (Bonbrook Mill Rd.).
- Fox Run Subdivision – Review subdivision for future state maintenance.
- Penhook Pointe Subdivision – Review subdivision street for future state maintenance.

CONSTRUCTION

Franklin County

- Route 122 (Booker T. Washington Hwy.) Bridge over Blackwater River – Construction underway. The traveling public can expect delays due to flagging operations throughout the life of the project. Project completion is planned for late Fall 2020.

Roanoke County – US220

- Route 220 Bridge over Back Creek – Bridge replacement to include increased width, 6-foot inside shoulder and 10-foot outside shoulder. The project includes grading to improve sight distance at the intersection of Route 657 (Crowell Gap Rd.) and Route 220. Northbound traffic is switched to the new bridge section and the existing northbound bridge is being removed. Route 220 crossover at Crowell Gap Road and Winter Drive is closed and no left turns are allowed. The project is scheduled to be completed in July 2021.
- Route 220 southbound – Left turn lane construction in conjunction with the bridge construction at the crossover/intersection with Route 657 (Crowell Gap Rd.)

TRAFFIC STUDIES/SPECIAL REQUESTS

Requested Safety Studies:

- N/A

Completed Safety Studies:

- N/A

PROJECT STATUS

- Route 122 (Booker T. Washington Hwy.)/Route 636 (Hardy Rd.) – Original advertisement date delayed. Plan revision underway; plan revision to include a round-a-bout intersection improvement. Revised advertisement date of December 2020. (UPC 109287)
- Route 834/670 (Brooks Mill Rd./Burnt Chimney Rd.) – Construction of a roundabout at the intersection of Route 834 and Route 670; advertisement scheduled for February 2022. (UPC 111364)
- Route 718 (Colonial Turnpike) – Bridge replacement; project was advertised on January 28, 2020. Fixed completion date 12/1/2021.
- Route 641 (Callaway Rd.) – Superstructure replacement near intersection of Route 602; one lane will be open to traffic during the construction. In progress.
- Ongoing discussions with Salem Location and Design and County Staff to refine the design concepts for Smart Scale applications.



Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> <i>Special Use Permit- Mohammad Alkhawaja</i></p>	<p><u>AGENDA DATE:</u> July 21, 2020</p>
<p><u>SUBJECT/PROPOSAL/REQUEST</u> <i>Consideration of Mohammad Alkhawaja Special Use Permit request</i></p>	<p><u>ACTION:</u> Yes</p>
<p><u>STRATEGIC PLAN FOCUS AREA:</u></p>	<p><u>INFORMATION:</u></p>
<p><input checked="" type="checkbox"/> <i>Economic Development</i> <input type="checkbox"/> <i>Financial Stability</i></p>	<p><u>ATTACHMENTS:</u> Yes</p>
<p><input type="checkbox"/> <i>Infrastructure</i></p>	<p><u>CONSENT AGENDA:</u> No</p>
<p><input checked="" type="checkbox"/> <i>Managed Growth</i> <input type="checkbox"/> <i>Public Safety</i></p>	<p><u>STAFF CONTACT(S):</u> <i>Sandy</i></p>
<p><input type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><u>REVIEWED BY:</u>  <i>Chris Whitlow, County Administrator</i></p>

BACKGROUND:

The property is currently used as a convenience store with gas sales with an apartment on the lower level of the convenience store. Access to the site is from existing curb cuts on Doe Run Road (SR 674) and Tripple Creek Road (SR 1019).

Land uses in the general area are primarily residential with several small commercial businesses located near this intersection. Except for the convenience store, most of the other properties north of Doe Run Road are zoned A-1 Agriculture, with the exception of a large M-1 property that has recently been used as a storage yard associated with the Mountain Valley Pipeline project. Properties south of Doe Run Road are non-zoned.

DISCUSSION:

The Board's public hearing for the proposed special use permit request was held on May 19th where the Board tabled action on the request until the applicant could provide a concept plan that properly indicated all required parking spaces for the convenience store could be achieved if the SUP was approved. The item was tabled again at the June meeting.

Staff met with the applicant and Board representative from Snow Creek District on site and have clarified the applicant's intentions for parking. Condition #4 has been modified to reflect the parking restrictions. No more than three (3) trucks/trailers will be parked in the area of the intersection of Doe Run and Tripple Creek Roads. In addition, the owner has indicated that no more than twelve (12) trucks/trailers will be stored on site at any time.

RECOMMENDATION:

The Planning Commission held their public hearing on May 12th and recommended to approve the Special Use Permit request.

Staff recommends that this request be approved with the revised six (6) conditions on the attached resolution.

The Board may consider the following motions related to this request.

(APPROVE as Recommended by the Planning Commission) I find that such use will not be of substantial detriment to adjacent property, that the character of the zoning district will not be changed thereby, and that such use will be in harmony with the purpose and intent of the County Code with the uses permitted by right in the zoning district, and with the public health, safety and general welfare to the community and APPROVE the request with the six (6) conditions as follows:

- 1 Uses authorized by this SUP shall be limited to the rental of moving trucks and trailers.
- 2 No vehicle repairs shall be allowed on the property.
- 3 All vehicles on this property shall be in operable condition. No vehicles or equipment shall be stored behind the convenience store.
- 4 All moving trucks and trailers shall be located along the Tripple Creek Road side of the building as proposed on the submitted concept plan dated July 1, 2020 except that no more than three (3) moving vehicles may be allowed to park along the retaining wall at the intersection of Tripple Creek Road and Doe Run Road. No more than twelve (12) trucks and/or trailers shall be parked/stored on the property.
- 5 Any freestanding signage proposed shall comply with the county sign regulations, shall be of a monument design and shall not be more than eight (8) feet in height. A sign permit, approved by the county, shall be required.
- 6 A minor site plan shall be submitted within sixty (60) days of SUP approval and approved by the zoning administrator, showing all required parking areas for store customers and moving truck and trailer display areas, landscaping and other site features as required by the Franklin County zoning ordinance.

OR

(DENY) I find that such use will be of substantial detriment to adjacent property, that the character of the zoning district will be changed thereby, and that such use will not be in harmony with the purpose and intent of the County Code with the uses permitted by right in the zoning district, and with the public health, safety and general welfare to the community and therefore DENY the request.

OR

(TABLE) I move to table this request to allow for the applicant and staff to develop other possible modifications for consideration by the Board.

RESOLUTION # _____

APPLICATION OF MOHAMMAD ALKHAWAJA, APPLICANT, AND KAWAJA CORPORATION, OWNERS, REQUESTING A SPECIAL USE PERMIT TO ALLOW FOR THE RENTAL OF MOVING EQUIPMENT, ON AN APPROXIMATE 1.68 ACRE PARCEL, CURRENTLY ZONED B-1, LIMITED BUSINESS, LOCATED AT 445 DOE RUN ROAD IN THE SNOW CREEK DISTRICT OF FRANKLIN COUNTY AND FURTHER IDENTIFIED AS TAX MAP/PARCEL # 0720034301 (CASE # 02-20-16529).

WHEREAS, Mohammad Alkhawaja did file an application requesting a special use permit to allow for the rental of moving equipment on an approximate 1.68 acre parcel, and

WHEREAS, the property is currently zoned B-1, Limited Business District, and located in the Snow Creek District of Franklin County, and

WHEREAS, after due legal notice as required by Section 15.2-2204/2205 of the Code of Virginia of 1950, as amended, the Planning Commission and Board of Supervisors did hold public hearings on May 12, 2020 and May 19, 2020, respectively, at which time, all parties in interest were given an opportunity to be heard, and

WHEREAS, after full consideration the Franklin County Planning Commission recommended APPROVAL of the special use permit request with the following six (6) conditions:

- 1 Uses authorized by this SUP shall be limited to the rental of moving trucks and trailers.
- 2 No vehicle repairs shall be allowed on the property.
- 3 All vehicles on this property shall be in operable condition. No vehicles or equipment shall be stored behind the convenience store.
- 4 All moving trucks and trailers shall be located along the Tripple Creek Road side of the building as proposed on the submitted concept plan dated July 1, 2020 except that no more than three (3) moving vehicles may be allowed to park along the retaining wall at the intersection of Tripple Creek Road and Doe Run Road. No more than twelve (12) trucks and/or trailers shall be parked/stored on the property.
- 5 Any freestanding signage proposed shall comply with the county sign regulations, shall be of a monument design and shall not be more than eight (8) feet in height. A sign permit, approved by the county, shall be required.
- 6 A minor site plan shall be submitted within sixty (60) days of SUP approval and approved by the zoning administrator, showing all required parking areas for store

customers and moving truck and trailer display areas, landscaping and other site features as required by the Franklin County zoning ordinance.

WHEREAS, after full consideration, The Board of Supervisors determined that such use will not be of substantial detriment to adjacent property, that the character of the zoning district will not be changed thereby, and that such use will be in harmony with the purpose and intent of the County Code with the uses permitted by right in the zoning district, and with the public health, safety and general welfare to the community and **APPROVED** the request with the six (6) conditions recommended by the Planning Commission as contained in this Resolution.

THEREFORE, BE IT RESOLVED, that a copy of this Resolution be transmitted to the Clerk of the Planning Commission, the Franklin County Commissioner of Revenue and the Franklin County Zoning Administrator and that the Clerk be directed to reflect this action to **APPROVE** the amendment in the records of Franklin County.

On the motion by _____ to **APPROVE** the request and seconded by _____, said motion was approved by the following recorded vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

Madeline Sefcik, Clerk

Date

MOHAMMAD
TRUCK RENTAL

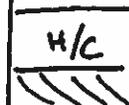
Empty Grass Land

RETAIL
SPACE:
2,300 sq ft

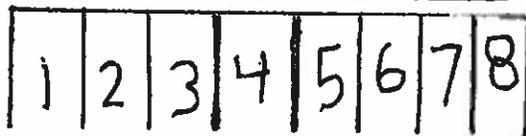
12 REQ.
SPACES

C-Store

Empty
paved
Lot



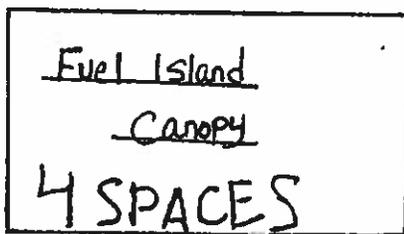
proposed
U-Haul
overflow
parking



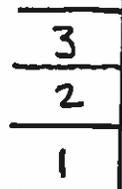
Entry/Exit

Trials Creek Drive

9
10



Empty
Concrete
pad



Entry/Exit

July 1, 2020

Entry/Exit

Doe Run Road



Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> APPROVAL OF SMART SCALE PROGRAM FULL APPLICATIONS</p> <p><u>SUBJECT/PROPOSAL/REQUEST</u> <i>Full application list of County projects for submittal in the fourth round of SMART Scale funding potential</i></p> <p><u>STRATEGIC PLAN FOCUS AREA:</u></p> <p> <input checked="" type="checkbox"/> <i>Economic Development</i> <input type="checkbox"/> <i>Financial Stability</i> <input checked="" type="checkbox"/> <i>Infrastructure</i> <input type="checkbox"/> <i>Lifelong Learning</i> <input type="checkbox"/> <i>Managed Growth</i> <input checked="" type="checkbox"/> <i>Public Safety</i> <input type="checkbox"/> <i>Operational Effectiveness</i> </p>	<p><u>AGENDA DATE:</u> July 21, 2020</p> <p><u>BOARD ACTION:</u> Yes</p> <p><u>INFORMATION:</u> Yes</p> <p><u>ATTACHMENTS:</u> No</p> <p><u>CONSENT AGENDA:</u> No</p> <p><u>ATTACHMENTS:</u> No</p> <p><u>STAFF CONTACT(S):</u> <i>Sandy and Cooper</i></p> <p><u>REVIEWED BY:</u> Christopher Whitlow, County Administrator </p>
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BACKGROUND:

SMART Scale is a statewide program that distributes funding based on a transparent and objective evaluation of projects that will determine how effectively they help the state achieve its transportation goals.

There are two main pathways to funding within the SMART Scale process-the Construction District Grant Program (DGP) and the High Priority Projects Program (HPPP). A project applying for funds from the DGP is evaluated against other projects within the same construction district. A project applying for funds from the HPPP is evaluated against projects statewide. The Commonwealth Transportation Board (CTB) makes the final decision on which projects to fund.

For projects to be eligible, projects must address improvements to a Corridor of Statewide Significance, Regional Network, or Urban Development Area (UDA)/Designated Growth Area (DGA) that meet a need identified in the statewide multimodal long-range transportation plan, VTrans. In addition, projects may also address a documented safety need Potential for Safety Improvement (PSI) identified in VTrans.

In May of 2020, the Board of Supervisors authorized Planning Staff and the two PDCs (West Piedmont Planning District and Roanoke Valley Alleghany Regional Commission) to submit the following projects for pre-application and pre-screening for the fourth Round of SMART Scale.

- Intersection and roadway improvements at Bonbrook Mill Road (Route 635)/US Route 220 (Submitted by County staff)
 - The pre-application project was an Unsignalized Continuous Green T with acceleration lane southbound US Route 220.

- Roadway improvements at Henry Road (Route 605)/US Route 220 (Submitted by County staff)
 - The pre-application project was an Unsignalized Continuous Green T with an acceleration lane and realign and widen northbound left turn lane.
- Intersection and roadway improvements Lakemount Road (Route 1235)/Booker T. Washington Highway (Route 122) (Submitted by County staff)
 - This pre-application project was a Roundabout.
- Intersection and roadway improvements Brooks Mill Road (Route 834)/Scruggs Road (Route 616) (Submitted by County staff)
 - The pre-application project was a Roundabout.
- Intersection and roadway improvements Harmony School Road (Route 634)/Booker T. Washington Highway (Route 122) (Submitted by County staff)
 - The pre-application project was a Roundabout.
- Roadway improvements at Naff Road (Route 613)/US Route 220 (Submitted by RVARC)
 - This pre-application project was an Unsignalized Continuous Green T with improvements to the existing acceleration lane and construction of a southbound right turn lane from US route 220 on to Naff Road.
- Intersection and roadway improvements at Iron Ridge Road (Route 775)/US Route 220 (Submitted by WPPDC)
 - This project is the construction of an R-Cut (Restricted Crossing U-Turn).

DISCUSSION:

All seven (7) County projects screened in as eligible projects for full application submittal for potential funding. The County was allowed to submit five (5) pre-applications for the fourth round of SMART Scale, but only four (4) of the five (5) pre-applications can be submitted for potential funding. The Board of Supervisors will need to eliminate one of the projects. Both West Piedmont Planning District Commission and Roanoke Valley Alleghany Regional Commission will submit their pre-applications as full application for the County.

Below are the four (4) projects the County and VDOT staffs have chosen and prioritized as part of the full application submittal. Both staffs feel these four (4) projects have the best chance to score and compete with projects in the Salem District and across the State. Staff has listed justification and prioritized the project as part of the full application submittal:

1. Intersection and roadway improvements Bonbrook Mill Road (Route 635)/US Route 220
 - a. This project is an Unsignalized Continuous Green T with acceleration lane on southbound US Route 220.
 - b. Part of the Arterial Preservation Program and identified in VTrans 2040 Plan for Potential for Safety Improvement (PSI). The PSI ranking is 26 out of 100 for safety improvements at this intersection in the Salem District. There were 38 crashes with 16 injury crashes with two (2) severe crashes between January 2014 – December 2018.
2. Intersection and roadway improvements Brooks Mill Road (Route 834)/Scruggs Road (Route 616)
 - a. This project is a roundabout.
 - b. Part of the Westlake – Hales Ford Area Plan/Designated Growth Area (DGA) and identified in VTrans 2040 Plan for Potential for Safety Improvement (PSI). The PSI ranking is 73 out of 100 intersection for safety improvements in the Salem District. There were 19 crashes with six (6) injury crashes and one (1) severe crash from January 2014 – December 2018.
3. Intersection and roadway improvements Lakemount Road (Route 1235)/Route 122
 - a. This project is a roundabout.
 - b. Part of the Westlake – Hales Ford Area Plan/Designated Growth Area (DGA) and identified in VTrans 2040 Plan for Potential for Safety Improvement (PSI). The PSI

ranking is 122 for safety improvements at this intersection in the Salem District. There were 20 crashes with nine (9) injuries from January 2014 – December 2018.

4. Roadway improvements Henry Road (Route 605)/US. Route 220
 - a. After further review of the crash data this project was changed to northbound horizontal realignment of curve on US Route 220 and realign/widen northbound left turn lane.
 - b. Part of the Arterial Preservation Program and identified in VTrans 2040 Plan as a segment improvement need. There were 16 crashes with eight (8) injury crashes and four (4) severe crashes from January 2014 – December 2018.
5. Intersection and roadway improvements Harmony School Road (Route 634)/Route 122
 - a. After further review of the crash data this project was changed to the construction of an eastbound left turn lane and realignment of a small portion of Route 122 to improve an existing curve.
 - b. Identified in VTrans 2040 Plan as a safety improvement need. There were 12 crashes and two (2) injury crashes at this intersection.
 - c. **Staff's recommendation for this project is not to move forward with a full application. Hold this application for possible fifth round of SMART Scale in two (2) years.**

County staff along with VDOT are recommending that the Harmony School/Route 122 project be removed from Round Four (4) applications for the following reasons:

- The West Piedmont Planning Commission District's percentage of points to make up the SMART Scale score for each project gets the following percent in Economic Development at 35% and Safety at 30%. These two categories total 65% out of 100%. The four (4) projects staff would like to move forward have the potential to score higher on Economic Development and Safety than Harmony School and Route 122.
- Harmony School/Route 122 project does not have the commercial or industrial zoning potential as the other projects. This potential scoring is based on the project support of Economic Development, Intermodal Access and Efficiency and Travel Time Reliability.
- Harmony School/Route 122 does not have the crash data to support a high score for safety. This is based on equivalent property damage only of fatal and injury crashes expected to be avoided due to project implementation.

The following is the full application to be submitted by West Piedmont Planning District Commission:

- Intersection and roadway improvements Iron Ridge Road (Route 775)/US Route 220
 - This project is a R-Cut (Restricted Crossing U-Turn) with improvements to Iron Ridge Road/US Route 220 intersection, the improvements to the crossover at Town and County Drive is proposed to be converted from a crossover to proposed southbound left turn only.
 - Part of the Arterial Preservation Program and identified in VTrans 2040 Plan as a safety improvement need. There are 16 crashes with eight (8) injury crashes and four (4) severe crashes.

The following is the full application to be submitted by Roanoke Valley Alleghany Regional Commission:

- Intersection and roadway improvements Naff Road (Route 613)/Route 220
 - After further review of the crash data this project was changed to the construction of a southbound right turn lane from US 220 onto Naff Road and increasing the northbound storage and taper on the existing left turn lane.

- Submitted for SMART Scale third round funding was not approved/ Part of the Arterial Preservation Program and identified in VTrans 2040 Plan for Potential for Safety Improvement (PSI). The PSI ranking is 60 out of 100 for safety improvements at this intersection in the Salem District. There were 32 crashes with 12 injury crashes and no severe crashes.

Due to COVID 19 Planning Staff has not scheduled an open house for the public to review all projects and submit comments to staff concerning projects. Once VDOT supplies project sketches for all seven (7) projects; staff will be mailing information to property owners effected by the improvements to the intersection and road. In addition, staff can place the potential projects on the County's website for public comment. Sketches have been delayed because of the number of pre-applications VDOT staff has had to review and finalize in the Salem District and across the State. Projects that score for funding will have a public comment period before the Commonwealth Transportation Board (CTB) make their final decision on projects to be part of the Six Year Improvement Program (SYIP).

The deadline for full applications for SMART Scale is August 17, 2020 at 5:00 p.m.

VDOT requires local governing body resolutions supporting the projects to the SMART Scale portal by the end of October for potential funding. Therefore, staff will be requesting a resolution for all projects submitted for full application at your August or September meeting.

The County has two (2) roundabout projects funded and is requesting two (2) more in this round. The Board will need to determine if the internal circle of the roundabout is going to be concrete, grass, or landscaped. If the circle is grass, VDOT will mow two (2) to three (3) times a year. If the circle is landscaped, it will have to be maintained by the County and/or a private company. If the circle is landscaped the County will be required to have an agreement VDOT for perpetual maintenance. Staff supports the center to be grass, so that the County has an option of contracting with a landscape company to design, landscape, and maintain at a later date. In addition, the Board of Supervisors will need to decide the style and material of the concrete apron of the roundabout. This will be discussed at a future meeting.

RECOMMENDATION:

Staff respectfully requests that the Board of Supervisors authorize County staff to proceed with full applications and prioritize the projects as follows for SMART Scale round four (4):

1. Bonbrook Mill Road/US Route 220
2. Brooks Mill Road/Scruggs Road
3. Lakemount Drive/Route 122
4. Henry Road/US. Route 220

Furthermore, continue to work with the PDCs to move forward on full applications with their pre-application projects for the County.

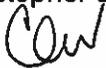
Once VDOT provides all final sketches and cost estimate for the projects, County Staff will be requesting a resolution from the Board of Supervisors at their August or September meeting for all projects moving forward to full application.



Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Roanoke Valley Juvenile Detention Commission Service Agreement</p>	<p><u>AGENDA DATE:</u> July 21, 2020</p>
<p><u>SUBJECT/PROPOSAL/REQUEST</u> Review proposed changes to Roanoke Valley Juvenile Detention Commission Service (RVJDC) Agreement</p>	<p><u>BOARD ACTION:</u> No <u>INFORMATION:</u> Yes <u>ATTACHMENTS:</u> Yes</p>
<p><u>STRATEGIC PLAN FOCUS AREA:</u></p> <p><input type="checkbox"/> <i>Economic Development</i> <input type="checkbox"/> <i>Financial Stability</i></p> <p><input checked="" type="checkbox"/> <i>Infrastructure</i> <input type="checkbox"/> <i>Lifelong Learning</i></p> <p><input type="checkbox"/> <i>Managed Growth</i> <input type="checkbox"/> <i>Public Safety</i></p> <p><input checked="" type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><u>CONSENT AGENDA:</u> No <u>ATTACHMENTS:</u> No</p> <p><u>STAFF CONTACT(S):</u> Brian Carter, Director of Finance; Jim Guynn, County & RVJDC Attorney</p> <p><u>REVIEWED BY:</u> Christopher L. Whitlow, County Administrator </p>

BACKGROUND:

Franklin County is a member of the Roanoke Valley Juvenile Detention Commission (RVJDC) where it shares in the operation of a detention center for the region's youth since 1998. The RVJDC includes the counties of Botetourt, Franklin, and Roanoke, and the City of Roanoke. Like the regional jail, the detention center operates from a service agreement based on a per diem or per inmate / detainee daily rate. The Detention Center located in Coyner Springs area of U.S. 460 along the Roanoke Botetourt County border originally housed 81 potential beds.

DISCUSSION:

During the last couple of decades, the detention population within Virginia has dropped significantly. In recent years, the RVJDC's capacity was dropped to 40 beds and in the FY20-21 budget, approximately 32 beds are projected. Despite the number of beds, many costs are fixed with the design of the facility requiring a minimum level of staffing regardless of the number of detainees. The original service agreement has not been updated since 1998 and does not currently reflect utilization concerns which places a burdensome operational projection for annual budgeting of the RVJDC.

RECOMMENDATION:

The RVJDC is requesting its membership to review and consider an update to the service agreement in an effort to address the utilization concern, thereby costs changing from a per diem basis to a cost apportionment based on a rolling three-year average of actual utilization. Staff respectfully requests the BOS to hear a briefing on this matter from County Attorney Jim Guynn.

AMENDED AND RESTATED SERVICE AGREEMENT OF
THE ROANOKE VALLEY DETENTION COMMISSION

By and Among the

ROANOKE VALLEY DETENTION COMMISSION

CITY OF ROANOKE, VIRGINIA

CITY OF SALEM, VIRGINIA

COUNTY OF BOTETOURT, VIRGINIA

COUNTY OF FRANKLIN, VIRGINIA

COUNTY OF ROANOKE, VIRGINIA

Dated: July 1, 2020

THIS SERVICE AGREEMENT ("the Agreement") is made as of July 1, 2020, by and among the **ROANOKE VALLEY DETENTION COMMISSION** (the "Commission"); the **CITY OF ROANOKE, VIRGINIA**; the **CITY OF SALEM, VIRGINIA**; the **COUNTY OF BOTETOURT, VIRGINIA**; the **COUNTY OF FRANKLIN, VIRGINIA**; and the **COUNTY OF ROANOKE, VIRGINIA**, each of which is a political subdivision of the Commonwealth of Virginia (each a "Member Jurisdiction" and collectively, the "Member Jurisdictions").

RECITALS

WHEREAS, the Member Jurisdictions desire to enter into a Service Agreement with the Commission governing the parties' respective obligations before, during and after construction of the Center.

NOW THEREFORE, the parties agree as follows:

ARTICLE I **Definitions**

Section 1.1. The capitalized terms in this Agreement have the meanings set forth below unless the context otherwise requires:

- (a) **Annual Budget** has the meaning given to such term in Section 3.8.
- (b) **Applicable Laws** means all applicable laws, ordinances, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority and all rules, regulations, orders, interpretations, licenses and permits of any Federal, state, county, municipal, regional, foreign or other governmental body, instrumentality, agency or authority.

(c) **Bonds** means obligations issued by the Commission for the design, acquisition of the Existing Detention Center, construction, equipping, financing and other costs of the Center, including refunding bonds and additional project bonds.

(d) **Center** means the Existing Detention Center after it is purchased by the Commission, including any and all additions, renovations and improvements made thereto, which shall, from time to time, be known as the Roanoke Valley Detention Center.

(e) **Charge** means the charge to Member Jurisdictions as set forth in Section 3.8.

(f) **Commission** means the Roanoke Valley Detention Commission.

(g) **Commission Default** has the meaning given to such term in Section 8.1.

(h) **Debt Service Component** means the portion of the Charge that equals, in the aggregate for each Fiscal Year, the debt service on the Commission's Bonds or Notes for such Fiscal Year, plus the amount necessary during such period to fund or replenish any debt service reserve therefor.

(i) **DJJ** means the Commonwealth of Virginia Department of Juvenile Justice or its successor.

(j) **Expenses** means all expenses which may reasonably be determined by the Commission to be attributable directly or indirectly to the ownership or operation of the Center and payable as operating expenses in accordance with generally accepted accounting principles and shall also include debt service payments and other capital costs, required payments to the Operating Reserve Fund established in Section 4.3, required payments to any debt service reserve established in connection with any Bonds and other

reasonable or necessary payments required to comply with debt service coverage requirements imposed in connection with any Bonds.

(k) **Existing Detention Center** means the Roanoke Valley Juvenile Detention Center located in Botetourt County and constructed, maintained, and operated by the Commission, including the building, land, and equipment functionally related to the operation of the detaining of juveniles at the facility.

(l) **Fiscal Year** means the annual accounting period from July 1 of one year to June 30 of the following year.

(m) **Juvenile(s)** means those individuals who may under Applicable Law be held in a juvenile detention facility.

(n) **Member Jurisdictions** means the City of Roanoke, Virginia; the City of Salem, Virginia; the County of Botetourt, Virginia; the County of Franklin, Virginia; and the County of Roanoke, Virginia, each a political subdivision of the Commonwealth of Virginia, and each other political subdivision joining the Commission but excluding any political subdivision that may have been withdrawn from the Commission, as provided in Sections 5.8 and 5.9.

(o) **Member Jurisdiction Default** has the meaning given to such term in section 8.2.

(p) **Net Expenses** means Expenses reduced by an amount equal to revenue from (i) non-member jurisdictions (including the federal government), (ii) reimbursements from the Commonwealth of Virginia, and (iii) any other non-member revenue.

(q) **Notes** means short-term obligations of the Commission including notes issued in anticipation of receipt of revenues or bond anticipation notes issued by the Commission.

(r) **Obligations** means the Notes or Bonds issued by the Commission.

(s) **Operating Component** means the portion of the Charge that reflects Net Expenses of the Commission for each Fiscal Year as set forth in the Annual Budget less the debt service and debt service reserve expenses reflected by the Debt Service Component.

(t) **Operating Reserve Fund** means the reserve fund established in Section 4.3.

(u) **Placed in Service** means the first day on which the Center or any bed space at the Center in excess of that at the Existing Detention Center has been certified by the appropriate authority of the Commonwealth to accept Juveniles.

(v) **Placing Jurisdiction** means the jurisdiction in which the detention order is issued for a Juvenile. In the event a Juvenile is charged in Botetourt County with a crime while in the Center, the jurisdiction which originally placed the Juvenile at the Center will remain the Placing Jurisdiction.

ARTICLE II **Commission**

Section 2.1. Purpose of Commission.

The Commission shall own, operate, maintain, manage, regulate, plan for and finance the Center. To accomplish this purpose, the Commission shall have all the

powers, authorities, rights, responsibilities, and obligations bestowed upon it by Section 16.1-315, et seq. of the Code of Virginia (1950), as amended.

Section 2.2. Membership of Commission.

(a) The powers of the Commission shall be exercised by a board consisting of six (6) members appointed by the Member Jurisdictions as follows:

two (2)	City of Roanoke;
one (1)	City of Salem;
one (1)	County of Botetourt;
one (1)	County of Franklin; and
one (1)	County of Roanoke.

(b) The governing bodies of the Member Jurisdictions shall appoint their members to the board. Members shall be appointed for a four-year term or until a member's successor is appointed and qualified, whichever occurs later. Each Member Jurisdiction's member of the board shall serve at the pleasure of the governing body of that Member Jurisdiction. Commission members will receive no compensation but will be reimbursed for their actual approved expenses incurred in the performance of their Commission duties.

ARTICLE III
Provision of Services, Operation and Maintenance

Section 3.1. Acceptance of Juveniles.

(a) The Commission shall be responsible for accepting and housing all Juveniles from each Member Jurisdiction. Member Jurisdictions will be guaranteed bed space within the Center on the same percentage basis as set forth in Section 3.8.

(b) For purposes of this Agreement, a Juvenile shall be deemed to be the responsibility of the Placing Jurisdiction.

(c) In the event a Juvenile from one of the Member Jurisdictions is ordered detained in a secure detention facility by a court and the Center is at capacity, the Commission shall be responsible for finding bed space for such Juvenile. In such event and if the Member Jurisdiction has fully utilized its guaranteed bed space, the Member Jurisdiction shall pay the cost differential between the higher per diem rate charged by the other facility and the per diem charge of the Center as set forth in Section 4.2. However, the County of Botetourt as the host locality will not be required to pay this cost differential for the first six Juveniles to be sent to another facility for which Botetourt County is the Placing Jurisdiction. After these six Juveniles, Botetourt County shall pay the cost differential between the higher per diem rate charged by the other facility and the per diem charge of the Center as set forth in Section 4.2.

(d) In the event a Juvenile from one of the Member Jurisdictions is ordered detained in a secure detention facility by a court and the Center is at capacity, a Member Jurisdiction that is utilizing more than its guaranteed bed space will be required to move its excess Juvenile to another secure detention facility located by the Commission.

(e) To the extent space is available and until needed by the Member Jurisdictions, the Commission will endeavor to accept Juveniles from non-Member Jurisdictions.

(f) No Member Jurisdiction shall sell, lease, sublease, convey or otherwise voluntarily dispose of its interest in bed space in the Center without the written consent of the Commission.

Section 3.2. Commitment of Juveniles.

Each Member Jurisdiction agrees, to the extent permitted by Applicable Laws, to commit all of its eligible Juveniles to the Center, except in the event of an emergency requiring detention of a Juvenile in a facility closer in proximity than the Center or if so ordered by the Court.

Section 3.3. Transportation of Juveniles.

Unless the Commission agrees otherwise, each Member Jurisdiction shall be responsible for the initial transportation of Juveniles from such Jurisdiction to the Center and for transporting such Juveniles to and from any and all court proceedings or hearings, including any proceeding in Botetourt County for crimes committed while at the Center. The Sheriff for Botetourt shall only be responsible for transporting Juveniles for which Botetourt County is the Placing Jurisdiction. The Sheriff of Botetourt County shall not be responsible for transporting other Juveniles to or from the Center. The Commission shall be responsible for transportation of Juveniles to all local medical appointments, local dental appointments, local counseling sessions (other than with the Court Service Unit employees), and local psychological and psychiatric evaluations and for all costs, expenses and security relating to such Juveniles during transportation. Transportation not specifically set forth above to be provided by the Commission will be the responsibility of the Placing Jurisdiction. For the purpose of this Agreement, local means within the boundaries of the Member Jurisdictions' borders.

Section 3.4. Operation and Maintenance.

The Commission shall operate and maintain the Center in accordance with all Applicable Laws. The Commission shall be an equal opportunity employer.

Section 3.5. Indemnity.

To the extent permitted by law, the Commission shall indemnify and hold harmless the Member Jurisdictions and their officers, employees, agents, volunteers, or representatives from any and all liability, actions, causes of actions, claims, judgments, and demands of any kind and nature whatsoever, and for expenses the Member Jurisdictions may incur in this regard arising out of acts or omissions of any nature whatsoever with regard to the Center, occurring on or after the date of execution of this Agreement, including without limitation acts or omissions in the course of ownership, acquisition of real or personal property, operation, maintenance, management, regulation, planning for, or financing of the Center, and federal and state grant applications or agreements. In the event that any suit or proceeding shall be brought against any Member Jurisdiction or its officers, employees, agents, volunteers, or representatives at law or in equity, either independently or jointly with the Commission on account thereof, the Commission, upon notice given to it by the Member Jurisdiction, or its officers, employees, agents, volunteers or representatives, will pay all costs of defending the Member Jurisdiction or its officers, employees, agents, volunteers or representatives in any such action or other proceeding. In the event of any settlement or any final judgment being awarded against any Member Jurisdiction, or any of its officers, employees, agents, volunteers or representatives, either independently or jointly with the Commission, then the Commission will pay such settlement or judgment in full or will comply with such decree, pay all costs and expenses

of whatsoever nature and hold the Member Jurisdiction, or any of its officers, employees, agents, volunteers, or representatives harmless therefrom.

Section 3.6. Insurance.

The Commission shall maintain hazard, liability or such other insurance as may be required by Applicable Law or which the Commission may deem advisable. Such insurance shall include the indemnity obligation set forth in Section 3.5 of this Agreement.

Section 3.7. Annual Financial Report.

The Commission shall provide to each Member Jurisdiction on or before January 31 of each year a report showing the activities and the revenues, expenditures, and employee compensation schedules and other similar data of the Commission for the preceding Fiscal Year.

Section 3.8. Annual Budget.

The Commission shall provide to each Member Jurisdiction on or before May 1 of each year the Commission's Annual Budget for the next Fiscal Year including any proposed capital projects. For each Fiscal Year in which the Center will be in operation, such Annual Budget shall set forth the Operating Component and the Debt Service Component of the Charges to Member Jurisdictions. Charges shall be sufficient to generate revenue adequate to pay anticipated Net Expenses and to fund any required reserves. The Charges shall be revised during the year when necessary. The Commission agrees to set, and revise as needed, the Operating Component in an amount sufficient to generate revenue adequate to pay Net Expenses (other than debt service and related expenses) and to fund any required operating reserves attributable to the care, maintenance and subsistence of Juveniles. The Commission may also

include as part of the Operating Component from time to time in its discretion an amount for the purpose of accumulating a reasonable rate stabilization reserve to be used as and when the Commission considers it appropriate to minimize or eliminate any increase in charges to the Member Jurisdictions. The Authority also agrees to set the Debt Service Component, and to revise it immediately as necessary, in an amount sufficient to generate revenue adequate to pay debt service on the Authority's Bonds and Notes and to fund any required debt service reserves therefor to reflect any failure of a Member Jurisdiction to pay such charge in accordance with the provisions of Section 4.1. The Commission shall notify each Member Jurisdiction thirty (30) days prior to the effective date of any revision to the funding formula. The Commission shall promptly provide copies of any amendments to its Annual Budget to each Member Jurisdiction.

Charges to the member jurisdictions shall be calculated by the member percentage of utilization for the previous three (3) fiscal years. A member's total annual fiscal obligation to the Center shall be calculated by multiplying a member's percentage of the three (3) year utilization by the net expenses. Any additional costs approved by the Commission shall be calculated in the same manner set forth in this section.

Each Member Jurisdiction hereby recommends its County Administrator or City Manager, as the case may be, include in each annual budget submitted to the governing body of his or her jurisdiction or in an amendment thereto, sufficient funds to cover the Member Jurisdiction's projected payment due in each Fiscal Year including any subsequent revisions thereto during the course of such year. Each Member Jurisdiction

hereby directs its County Administrator or City Manager, as the case may be, to notify the Commission (i) by July 1 of each year of the amount so budgeted by the Member Jurisdiction, and (ii) at any time, of any amendments to the amount so budgeted by the Member Jurisdiction.

Section 3.9. Books and Records.

The Commission shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted accounting principles for governmental bodies, consistently applied, of all of its business and affairs related to the Center. The Commission shall also establish and maintain adequate financial policies and procedures to ensure the safeguarding of Commission assets. All books of record and account and documents in the Commission's possession relating to the Center shall at all reasonable times be open to inspection by such agents or employees of the Member Jurisdictions as they may designate. The Commission shall have an annual audit performed by an independent certified public accountant. A copy of this audit shall be provided to each Member Jurisdiction on or before January 31 of each year.

Section 3.10. Personnel.

The Commission covenants and agrees that former employees of the City of Roanoke who became employees of the Commission at the time the facility was Placed in Service may elect to remain as employee members of the City of Roanoke Pension Plan. The Commission shall make such contributions to the City of Roanoke Pension Plan on behalf of such employees as the City of Roanoke would have made if such employees had continued to work for the City of Roanoke. The Commission shall provide such employees with equivalent salaries and fringe benefits as such employees enjoyed as of

the day prior to the day the Center is Placed in Service while employees of the City of Roanoke. The Commission shall honor all vacation and sick leave accruals, paid leave and extended leave accruals to such employees as of the day prior to the day the Center was Placed in Service. This section shall not be construed so as to preclude the Commission from adopting its own personnel rules and regulations which may include, among other things, provisions for hiring, termination, layoffs and discipline.

ARTICLE IV **Payments**

Section 4.1. Payments from Member Jurisdictions.

(a) Each Member Jurisdiction agrees to pay the Commission its share of the cost associated with the operation of the facility based on the funding formula established in Section 3.8 above.

(b) Charges due from Member Jurisdictions shall be invoiced monthly by the Commission. Such charges shall be due and payable to the Commission no later than 30 days from receipt of the charges and if not paid when due shall bear interest at the legal rate as set forth in §6.1-330.53 of the Code of Virginia (1950), as amended, or its successor section and be subject to a 10% penalty.

(c) Each Member Jurisdiction hereby recommends its County Administrator or City Manager, as the case may be, include in each annual budget submitted to the governing body of his or her jurisdiction or in an amendment thereto, sufficient funds to cover the Member Jurisdiction's projected payment due in each Fiscal Year including any subsequent revisions thereto during the course of such year. Each Member Jurisdiction hereby directs its County Administrator or City Manager, as the case may

be, to notify the Commission (i) by July 1 of each year of the amount so budgeted by the Member Jurisdiction, and (ii) at any time, of any amendments to the amount so budgeted by the Member Jurisdiction.

Section 4.2. Payments from other Jurisdictions.

Within the limits allowed by law, the Commission shall have the discretion to establish a per diem charge or charges for the care, maintenance and subsistence of Juveniles from non-member jurisdictions at a rate the Commission deems appropriate. Such non-member per diem charges shall be due and payable to the Commission from non-member jurisdictions having Juveniles in the Center no later than 30 days from receipt of the charges and if not paid when due shall bear interest and penalty at such rate as the Commission shall establish unless otherwise provided by law.

Section 4.3. Operating Reserve Fund.

The Commission agrees to provide for an Operating Reserve Fund in each of its Annual Budgets in an amount equal to not less than ten percent (10%) of its projected Annual Budget for each year not including debt service. The Operating Reserve Fund shall be established as a separate account and shall be used to cover periods of revenue shortfall when the Commission's revenues are not sufficient to cover its Net Expenses other than debt service.

Section 4.4. Debt Service Reserve Fund.

The Commission agrees to provide for a Debt Service Reserve Fund in accordance with the financing requirements.

Section 4.5. Limitation of Liability.

The only obligation of the Member Jurisdictions to pay for the establishment, operation or maintenance of the Center arises out of this Agreement. The obligation of each Member Jurisdiction to make the payments required by Article V for services shall be subject to and contingent upon appropriations being made for such purposes by the Member Jurisdiction's governing body. No such payment responsibility shall constitute a debt of any Member Jurisdiction within the meaning of any constitutional or statutory limitation. Nothing in this Agreement shall constitute a pledge of the full faith and credit of any Member Jurisdiction under any provision of its Charter, as applicable, or the Constitution of Virginia.

ARTICLE V
Additional Agreements

Section 5.1. Other Services.

The Commission may contract with any Member Jurisdiction, private person, or other entity for management oversight, financial, personnel, engineering, procurement, legal, or other services upon terms and conditions to be agreed upon between the Commission and service provider.

Section 5.2. Sale or other Conveyance.

The Commission will not sell, lease (except for the space necessary for the operation of programs by the Member Jurisdictions), sublease, assign, convey or otherwise voluntarily dispose of the Center unless the Notes, Bonds and any other debt incurred by the Commission have been or will be paid or deemed defeased in accordance with the agreements pursuant to which they were issued. Any amounts remaining after

such disposal shall be returned to the then current Member Jurisdictions on a pro rata basis based on the total of Charges paid by each such Member Jurisdiction since the Center was Placed in Service.

Section 5.3. Further Documents and Data.

The parties to this Agreement will execute and deliver all documents and perform all further acts that may be reasonably necessary to perform the obligations and consummate the transactions contemplated by this Agreement.

Section 5.4. Right to Access.

Each Member Jurisdiction will have reasonable access to the Center in order to monitor the Commission's compliance with the terms of this Agreement.

Section 5.5. Confidentiality.

The Commission will maintain all records and files on the Juveniles on a confidential basis in accordance with all Applicable Laws.

Section 5.6. Notification.

The Commission will promptly furnish to each Member Jurisdiction a copy of any notice or order of any governmental authority asserting that the Commission or the Center is not in compliance in any material respect with any Applicable Law.

Section 5.7. Tax-Exemption Covenant.

(a) The Commission intends to issue the Notes and Bonds in a manner such that their interest is excludable from gross income for Federal income tax purposes under Section 103(a) and related provisions of the Internal Revenue Code of 1986, as amended, and applicable rules and regulations. The Commission and each Member Jurisdiction

agree that after the Notes and Bonds have been issued they will not take any action or omit to take any action which would adversely affect such exclusion.

(b) The Member Jurisdictions, each of whom will receive a benefit from the construction of the Center and the financing thereof by the Commission, agree pursuant to Section 265(b)(3)(C)(iii) of the Internal Revenue Code to allocate the amount of each issue of tax-exempt obligations issued by the Commission for the construction of the addition and renovations to the Existing Detention Center, including design and preliminary site work, to themselves on an equal basis.

Section 5.8. Additional Members.

Any city or county in Virginia may, with the approval of its governing body and with the consent of the Commission and the governing bodies of all of the Member Jurisdictions, join and participate in the Commission under such additional terms and conditions for membership as may be prescribed by the Commission.

Section 5.9. Withdrawal of Membership.

After giving 12 months' written notice to the Commission and other member jurisdictions, any Member Jurisdiction may withdraw from membership in the Commission by resolution or ordinance of its governing body; however, no Member Jurisdiction shall be permitted to withdraw from the Commission after any Obligations have been incurred and are outstanding except by unanimous vote of all Member Jurisdictions. A withdrawing Member Jurisdiction shall not receive any payment from the Commission unless agreed to by all of the governing bodies of the remaining Member Jurisdictions.

ARTICLE VI
Representations, Warranties and Covenants of Commission

In addition to the covenants in other Articles of this Agreement, the Commission represents, warrants and covenants as follows:

Section 6.1. Organization, Authorization and Validity.

The Commission is a political subdivision of the Commonwealth duly organized and validly existing under the laws of the Commonwealth and has duly authorized, executed and delivered this Agreement.

Section 6.2. Authority.

The Commission has all requisite authority to execute and deliver and perform its obligations under this Agreement and is not a party to any indenture, contract or other agreement or arrangement, the performance of which by the Commission would prevent or materially and adversely affect the Commission's ability to perform the terms of this Agreement.

Section 6.3. Non-Contravention.

The execution and delivery of this Agreement by the Commission and the consummation of the transactions contemplated in it will not conflict with or result in a breach of or constitute a default under or violate any of the terms, conditions or provisions of the bylaws of the Commission or any material indenture, contract or other agreement or arrangement to which the Commission is a party or by which any of its properties are bound, or any Applicable Law by which the Commission or the Center is bound.

Section 6.4. Litigation.

The Commission is not a party to any legal, administrative, arbitration or other proceeding or controversy pending, or, to the best of the Commission's knowledge, threatened, which would materially adversely affect the Commission's ability to perform under this Agreement.

Section 6.5. Approvals.

Except for approvals that may be required by DJJ and as otherwise stated herein, the Commission does not require the consent or approval of any governmental body to carry out the terms of this Agreement.

ARTICLE VII

Representations, Warranties and Covenants of Member Jurisdictions

Each Member Jurisdiction represents, warrants and covenants for itself as follows:

Section 7.1. Organization, Authorization and Validity.

Each Member Jurisdiction is a political subdivision of the Commonwealth duly organized and validly existing under the laws of the Commonwealth, and each has duly authorized, executed and delivered this Agreement.

Section 7.2. Authority.

Each Member Jurisdiction has all requisite authority to execute and deliver and perform its obligations under this Agreement and is not a party to any indenture, contract or other agreement or arrangement, the performance of which by it would prevent or materially and adversely affect its individual performance under this Agreement.

Section 7.3. Non-Contravention.

The execution and delivery of this Agreement by each Member Jurisdiction and the consummation of the transactions contemplated in it will not conflict with or result in a breach of or constitute a default under or violate any of the terms, conditions or provisions of any charter, resolution or ordinance, any material indenture, contract or agreement or arrangement to which it is a party or by which any of its properties are bound, or any Applicable Law by which it is bound.

Section 7.4. Litigation.

No Member Jurisdiction is a party to any legal, administrative, arbitration, or other proceeding or controversy pending, or, to the best of its knowledge, threatened, which would materially and adversely affect its ability to perform under this Agreement.

ARTICLE VIII
Defaults and Remedies

Section 8.1. Default by Commission.

The occurrence of any one or more of the following events will constitute an "Event of Default" by the Commission ("Commission Default"):

- (i) failure of the Commission to pay principal of or interest when due on any Notes, Bonds or other temporary or permanent financing for the Center issued or obtained by the Commission pursuant to this Agreement;
- (ii) if the Commission is for any reason rendered incapable of performing any of its material obligations under this Agreement;
- (iii) the Commission makes an assignment of all or a portion of its obligations under this Agreement without the prior consent of the Member Jurisdictions;

(iv) the Commission defaults on any of its material obligations under any agreement pursuant to which any Notes, Bonds or other temporary or permanent financing for the Center is issued or obtained by the Commission and such default is not cured within the applicable cure period;

(v) any proceeding is instituted, with the consent or acquiescence of the Commission, for the purpose of effecting a composition between the Commission and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the funds of the Commission; or

(vi) the Commission defaults in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in this Agreement, and the default continues for thirty days after written notice specifying the default and requiring it to be remedied has been given to the Commission by any Member Jurisdiction.

Section 8.2. Default by Member Jurisdictions.

The occurrence of any one or more of the following events will constitute an "Event of Default" by any Member Jurisdiction ("Member Jurisdiction Default"):

(i) failure of any Member Jurisdiction to make payments of Charges or other charges when due;

(ii) any Member Jurisdiction shall for any reason be rendered incapable of fulfilling its obligations under this Agreement;

(iii) any proceeding is instituted, with the consent or acquiescence of any Member Jurisdiction, for the purpose of effecting a composition between such Member Jurisdiction and its creditors or for the purpose of adjusting the claims of such creditors

pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the funds of such Member Jurisdiction; or

(iv) any Member Jurisdiction defaults in the due and punctual performance of any of the other covenants, conditions, agreements and provisions contained in this Agreement, and the default continues for thirty days after written notice specifying the default and requiring it to be remedied has been given to such Member Jurisdiction by the Commission.

Section 8.3. Remedies of Member Jurisdictions.

Upon the occurrence of a Commission Default, any Member Jurisdiction, after giving notice of such Commission Default to all parties, may bring suit by mandamus or other appropriate proceeding to require the Commission to perform its duties under this Agreement or to enjoin any acts in violation of this Agreement.

Section 8.4. Remedies of Commission.

Upon the occurrence of a Member Jurisdiction Default, the Commission, after giving notice of such Member Jurisdiction Default to all parties, may bring suit by mandamus or other appropriate proceeding to require the Member Jurisdiction to perform its duties under this Agreement or to enjoin any acts in violation of this Agreement.

Section 8.5. Remedies Not Exclusive.

No remedy in this Agreement conferred upon or reserved to the parties is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute.

ARTICLE IX
Miscellaneous

Section 9.1. Severability of Invalid Provisions.

If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

Section 9.2. Notices.

Any notice or other communication under or in connection with this Agreement shall be in writing, and shall be effective when delivered in person or sent in the United States mail, by certified mail return receipt requested, postage prepaid, to the following persons or to such other persons as any of such persons may from time to time specify in writing.

If to the Commission:

Chairman, Roanoke Valley Detention Commission

If to a Member Jurisdiction:

The City Manager or County Administrator from such Member
Jurisdiction.

Section 9.3. Governing Law.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia.

Section 9.4. Amendments.

This Agreement may be changed or amended only with the consent of the Commission and each Member Jurisdiction. No such change or amendment may be made which will affect adversely the prompt payment when due of all moneys required to be paid by the Member Jurisdictions under the terms of this Agreement, and no such change or amendment shall be effective which would cause a violation of any provision of any resolution, indenture or agreement pursuant to which any Notes, Bonds or other temporary or permanent financing for the Center is issued or obtained by the Commission.

Section 9.5. Effective Date of Agreement.

This Agreement will be effective from the date of its approval by all of the Member Jurisdictions and the Commission. If a Member Jurisdiction does not wish to enter into this Agreement, it shall so signify by adopting a resolution indicating its intent to decline to enter into this Agreement, and the Agreement shall be effective as to the rest of the parties.

Section 9.6. Term.

This Agreement shall continue for a period of thirty (30) years from the date hereof. This Agreement shall automatically renew for successive ten-year terms unless all of the Member Jurisdictions give notice of intent to withdraw as provided in Section 5.9.

Section 9.7. Waiver.

Any waiver by any party of its rights under this Agreement must be in writing, and will not be deemed a waiver with respect to any matter not specifically covered. Nothing

in this Agreement authorizes the waiver of any Member Jurisdiction's obligation to make payments when due of all monies required to be paid by the Member Jurisdictions under the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date above written.

ROANOKE VALLEY DETENTION COMMISSION

By: _____
Steven Martin, Chairman

ATTEST:

Title: _____

CITY OF ROANOKE, VIRGINIA

By: _____
Bob Cowell, City Manager

ATTEST:

Title: _____

Approved as to Form:

CITY OF SALEM, VIRGINIA

By: _____
Jay Taliaferro, City Manager

ATTEST:

Title: _____

Approved as to Form:

COUNTY OF BOTETOURT, VIRGINIA

By: _____
Gary Larrowe, County Administrator

ATTEST:

Title: _____

Approved as to Form:

COUNTY OF FRANKLIN, VIRGINIA

By: _____
Christopher Whitlow, County Administrator

ATTEST:

Title: _____

Approved as to Form:

COUNTY OF ROANOKE, VIRGINIA

By: _____
Dan O'Donnell, County Administrator

ATTEST:

Title: _____

Approved as to Form:



Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> <i>Sheriff's Office Car and Body Camera System</i></p>	<p><u>AGENDA DATE:</u> July 21, 2020</p>
<p><u>SUBJECT/PROPOSAL/REQUEST</u> <i>Request Board approval to spend money already budgeted for Car Camera System and Body Camera System as well as additional existing funding from the Sheriff's Office Budget</i></p>	<p><u>BOARD ACTION:</u> Yes <u>INFORMATION:</u> No <u>ATTACHMENTS:</u> Yes</p>
<p><u>STRATEGIC PLAN FOCUS AREA:</u></p> <p><input type="checkbox"/> <i>Economic Development</i> <input type="checkbox"/> <i>Financial Stability</i> <input type="checkbox"/> <i>Infrastructure</i> <input type="checkbox"/> <i>Lifelong Learning</i> <input type="checkbox"/> <i>Managed Growth</i> <input checked="" type="checkbox"/> <i>Public Safety</i> <input checked="" type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><u>CONSENT AGENDA:</u> No <u>ATTACHMENTS:</u> No</p>
	<p><u>STAFF CONTACT(S):</u> Sheriff Overton, Major Sigmon, Capt. Young</p>
	<p><u>REVIEWED BY:</u> Christopher L. Whitlow, County Administrator  Brian Carter, Director of Finance</p>

BACKGROUND:

The Office of the Sheriff, County of Franklin is a full-service law enforcement agency with jail, court security, and law enforcement responsibilities. For the past 12+ years, the Sheriff's Office has had car camera systems in all patrol vehicles. Two years ago, body cameras were added. For many years the car camera budget has remained at \$30,000 per year even though patrol has increased from 24 deputies to 32 deputies in that time frame. The Sheriff's Department previously requested an increase in that line item over the past several years with no increase made. When the Sheriff's Office added body cameras several years ago, the department chose Provision systems as that was the best equipment low bid would buy. The dated system has been problematic and is very unreliable. Law enforcement is currently operating in a climate where the excuse of "Well the camera wasn't working", would not be a viable excuse in the event of a complaint of biased based policing or excessive force.

DISCUSSION:

One of the better camera systems available today is made by WatchGuard. This is a paired system where the body camera and car camera function together. Watchguard will outfit the entire patrol fleet with car cameras and all patrol, SRO and Civil deputies with body cameras for \$233,500. Watchguard is currently under state contract #E194-73322-MA2200. They have offered to finance over a 5-year period at zero percent interest. This would require an annual payment of \$46,700 from the Sheriff's Office.

The Sheriff's Office will utilize its current Capital line item for car cameras #30210032-57001 currently funded \$30,000 annually as well as additional funding from within the Sheriff's Office existing budget to purchase the cameras.

RECOMMENDATION:

The Sheriff's Office respectfully requests the Board of Supervisors to approve the purchase of the WatchGuard camera system through cooperative procurement under state contract #E194-73322-MA2200, thereby entering into a financing agreement with a 5-year period at zero percent interest term with an annual payment of \$46,700 from the Sheriff's Office budget. Annual funding to be budgeted and allocated from existing Capital Account for Sheriff In-Car Cameras of \$30,000 with the balance of \$16,700 being allocated from other existing Sheriff budget line items. The Sheriff's Office is not requesting any additional funding from the County at this time.



COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES & SUPPLY (DPS)
 1111 East Broad Street, Richmond, Virginia 23219

*****NOTICE – Effective July 1, 2019, Commonwealth of Virginia (COVA) state agencies and authorities are prohibited from the purchase or implementation of body-worn cameras or body-worn camera systems until further notice.*****
This prohibition does not apply to public entities that are not COVA state agencies or authorities. Commonwealth of Virginia Acts of Assembly, Chapter 854.

Contract Number E194-73322-MA2200
Law Enforcement Camera Systems

CONTRACT PERIOD	August 23, 2019 through August 22, 2020
CONTRACT TYPE	Optional Statewide
RENEWALS REMAINING	1 of 3
AUTHORIZED USERS	Commonwealth of Virginia state agencies, institutions of higher education & other public bodies as authorized and defined in the Code of Virginia §2.2-1110, 2.2-1120, and 2.2-4301
CONTRACTOR & eVA ID #	Enforcement Video, LLC d/b/a WatchGuard Video (representing their own product line) VS0000008150
CONTRACTOR(S) POINT OF CONTACT	Sales / Support / Ordering / Customer Service Phone # 972-423-9777 or 866-704-384-8567 Salessupport@watchguardvideo.com
MINIMUM ORDER	None
PAYMENT TERMS	Net 30
DELIVERY	90 Calendar Days ARO
DPS CONTRACT OFFICER	Tina M. Rodriguez, CPPB, VCO Phone # 804-786-1603 tina.rodriguez@dgs.virginia.gov
COMMODITY CODE(S)	68000
LAST UPDATE & PURPOSE	August 19, 2019 Renewal

INFORMATION:

- Ordering Method:** Unless otherwise instructed or exempted by DPS, all Authorized Users placing orders against this Contract must place purchase orders through eVA.
- Purchase Order Information:** When placing an eVA order, follow the Buyer Guide. This guide may be found on eVA (Click on "I Buy For Virginia", then on "eVA Buyer Training", then on "Buyer Guide").
- Authorized User Acceptance:** Inspection and acceptance upon delivery and approval of Contractor's invoice is the responsibility of the receiving Authorized User.

This document is provided only as a summary of the Contract. A complete and official copy of the Contract and any associated changes are available on the eVA State Contracts webpage OR at the offices of the Division of Purchases and Supply.

OVERVIEW:

This contract has been established for the provision of all categories of law enforcement camera systems and products provided by the Contractor.

Systems include: all related integral or peripheral component hardware, equipment, data storage products for camera dataflow and workload, parts, materials, supplies ("Hardware" or "Equipment" or "Products"); all related integral or peripheral firmware or software ("Software"), and; all related warranty, maintenance, repair, or other services, including any and all cloud-based data services available by Contractor for camera dataflow, storage, and workload ("Services" or "Warranty" or "Maintenance") necessary to provide, support, and maintain Systems in accordance with original equipment manufacturer (OEM) technical specifications and operational performance standards, pursuant to the Commonwealth's Request For Proposal #E194-150, dated 10 October 2014 (the "RFP"), the Contractor's proposal response, dated 7 November 2014 (the "Proposal") in response thereto, and the negotiated provisions herein.

See the actual Contract document for a detailed description of products, services, warranties, implementation descriptions, training, and terms and conditions.

PRICING

Please see the next page for pricing.

This document is provided only as a summary of the Contract. A complete and official copy of the Contract and any associated changes are available on the eVA State Contracts webpage OR at the offices of the Division of Purchases and Supply.



4RE/VISTA Price Quote

CUSTOMER: Franklin County Sheriff's Office

ISSUED: 2/13/2020 1:11 PM

EXPIRATION: 7/31/2020 8:00 PM

**TOTAL PROJECT ESTIMATED AT:
\$233,500.00**

ATTENTION: Captain Young

SALES CONTACT: Robert Michnick

PHONE: 540-483-3000

DIRECT: (469) 342-8931

E-MAIL:

E-MAIL:
robert.michnick@motorolasolutions.com

4RE and VISTA Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-EXT-WIF-BUN	VISTA HD WiFi and 4RE System Bundle. Includes 4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, ZSL camera, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket. It will also include the VISTA HD Wi-Fi Extended Capacity Wearable Camera with 9 hours continuous HD recording, one camera mount, 32 GB of storage, Wi-Fi docking base, Power over Ethernet Smart Switch	32.00	\$5,550.00	\$0.00	\$177,600.00
VIS-EXT-WIF-001	VISTA HD WiFi Additional Camera Only	8.00	\$995.00	\$0.00	\$7,960.00
VIS-CHG-BS2-KIT	VISTA Charging Base R2 Kit, incl. Power and USB Cables	1.00	\$95.00	\$0.00	\$95.00
VIS-VTS-DTC-001	VISTA Transfer Station Assy, 8 Cameras, Ethernet, DEV 144, Enhanced ESD Protection	1.00	\$1,495.00	\$0.00	\$1,495.00
VIS-CHG-MAG-001	Charging Cable, VISTA QuickConnect 12V Magnetic Mobile Charging Kit	32.00	\$99.00	\$99.00	\$0.00

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-CAM-1ST	Warranty, VISTA 1st Year (Months 1-12) Included	40.00	\$0.00	\$0.00	\$0.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-SRV-001	Evidence Library 4 Web Server Site License Key	1.00	\$1,000.00	\$1,000.00	\$0.00
KEY-EL4-DEV-004	Evidence Library 4 Web VISTA Combo-Discount Device License Key	32.00	\$75.00	\$0.00	\$2,400.00
KEY-EL4-DEV-002	Evidence Library 4 Web VISTA Device License Key	8.00	\$150.00	\$0.00	\$1,200.00
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	32.00	\$150.00	\$0.00	\$4,800.00

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www.WatchGuardVideo.com



4RE/VISTA Price Quote

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	32.00	\$200.00	\$0.00	\$6,400.00
WAP-MIK-CON-802	WiFi Access Point, Configured, MikroTik, 802.11n, 5GHz, SXT, AP	1.00	\$250.00	\$0.00	\$250.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	32.00	\$0.00	\$0.00	\$0.00
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	32.00	\$100.00	\$100.00	\$0.00
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	32.00	\$200.00	\$200.00	\$0.00

Software Maintenance and CLOUD-Share

Part Number	Detail	Qty	Direct	Discount	Total Price
SFW-MNT-EL4-001	Software Maintenance, Evidence Library, 1st Year (Months 1-12)	72.00	\$0.00	\$0.00	\$0.00
SFW-MNT-EL4-002	Software Maintenance, Evidence Library, 2nd Year (Months 13-24)	72.00	\$150.00	\$150.00	\$0.00
SFW-MNT-EL4-003	Software Maintenance, Evidence Library, 3rd Year (Months 25-36)	72.00	\$150.00	\$150.00	\$0.00
SFW-EL4-CLD-BAS	Evidence Library 4 Web CLOUD-SHARE - Basic	216.00	\$0.00	\$0.00	\$0.00

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-INS-100	4RE System Installation, In-Car (Per Unit Charge)	32.00	\$950.00	\$50.00	\$28,800.00
SVC-4RE-ONS-400	4RE System Setup, Configuration, Testing and Training (WG-TS)	1.00	\$2,500.00	\$0.00	\$2,500.00
Freight	Shipping/Handling and Processing Charges	1.00	\$1,900.00	\$1,900.00	\$0.00
					\$233,500.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$38,868.00
Additional Quote Discount	\$0.00
Total Amount	\$233,500.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

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4RE/VISTA Price Quote



Franklin County
A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> Local CARES Act Funding Overview	<u>AGENDA DATE:</u> July 21, 2020
<u>SUBJECT/PROPOSAL/REQUEST:</u> Overview of federal CARES Act funding provided to Franklin County	<u>BOARD ACTION:</u> Yes
<u>STRATEGIC PLAN FOCUS AREA:</u> <input type="checkbox"/> <i>Economic Development</i> <input checked="" type="checkbox"/> <i>Financial Stability</i> <input type="checkbox"/> <i>Infrastructure</i> <input type="checkbox"/> <i>Lifelong Learning</i> <input type="checkbox"/> <i>Managed Growth</i> <input type="checkbox"/> <i>Public Safety</i> <input type="checkbox"/> <i>Operational Effectiveness</i>	<u>INFORMATION:</u> Yes <u>ATTACHMENTS:</u> No <u>CONSENT AGENDA:</u> No <u>ATTACHMENTS:</u> No <u>STAFF CONTACT(S):</u> Carter, Burnette
	<u>REVIEWED BY:</u> Christopher L. Whitlow, County Administrator

BACKGROUND:

The COVID-19 pandemic has caused immeasurable damage to the local, state, national, and global economies. The United States government has approved several bills providing funding to various sectors of the American economy in an effort to boost economic activity. The signature bill to date is called the CARES Act which, in part, provides billions of dollars to states and localities to assist with COVID-related expenses. Franklin County has received \$4,889,448 from the Commonwealth of Virginia as a pass through from the United States Treasury.

DISCUSSION:

Last month, staff provided the Board an overview of the CARES Act as it relates to the funding received locally and discuss expenditures of these funds as directed by the Act. The law broadly outlines how the County can spend the grant funding and requires that all funds be expended by December 30, 2020. Any funds not spent by the deadline must be sent back to the federal government. All potential projects must be related to the COVID-19 crisis. Eligible expenses purchased after March 1st and not included in the County's annual budget as of March 27th may be reimbursable from the CARES Act grant.

Staff brought an initial recommendation to the Board on June 16th for the proposed expenditures of the local CARES Act funding, whereby the Board offered support and offered further input, including reserving a portion of the grant proceeds for a second or future round(s) or phase(s) to be utilized once further information is received from the U.S. Treasury on how funding can be utilized as well as having a better idea of how needs evolve as the pandemic unfolds. The Board also requested the initial staff working group include additional representation. The expanded working group has since met to trim the initial list of recommendations, thereby reserving a portion of the funding for future use and to better incorporate a variety of needs for public safety, law enforcement, technology, small businesses, and citizen assistance. In addition, the local business recovery grant program was approved by the County's Industrial Development Authority (IDA) where the application process is now underway for County businesses. A listing of the initial CARES Act categorical expenditures including the business grant program is listed as follows:

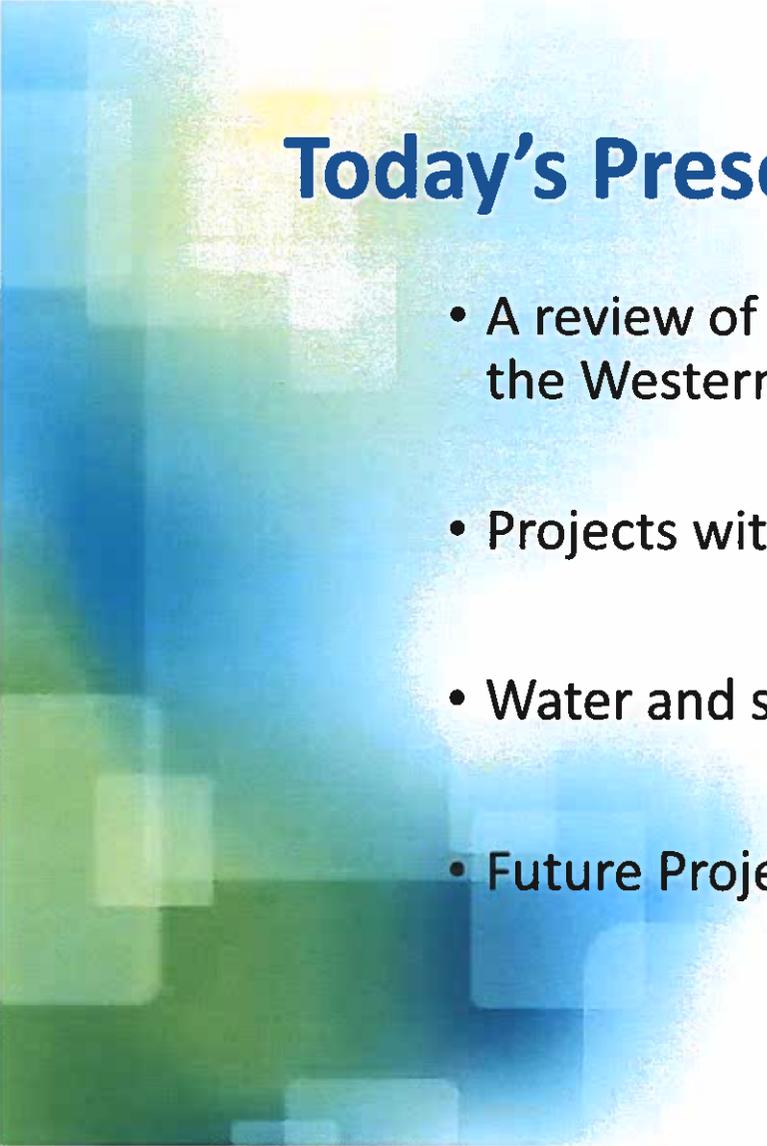
Small Business Recovery Grants	\$500,000
Citizen Assistance Grants (past due utilities/rent)	\$300,000
Personal Protective Equipment / Emergency Response	\$350,000
Sanitization Equipment	\$35,000
Town of Rocky Mount Allocation	\$414,263
Town of Boones Mill Allocation	\$20,417
Telework Infrastructure	\$450,000
Remote Distancing Equipment	\$275,000
Mobile Dispatch/Incident Command Facilities	\$150,000
Unemployment Insurance Recovery	\$100,000
<u>CARES Program Administration, Accounting, Legal</u>	<u>\$105,000</u>
TOTAL IN ROUND ONE	\$2,699,680
 <i>REMAINING FOR FUTURE ROUND(S)</i>	 <i>\$2,189,768</i>

RECOMMENDATION:

Staff respectfully requests that the Board review and approve the CARES Act eligible expenditure categorical list as presented. In an effort to meet the December 30th deadline, the next round or phase of eligible funding items will be presented at the upcoming August and / or September Board meetings.

Franklin County Utility Update

**Franklin County Board of Supervisors
July 21, 2020**



Today's Presentation

- A review of the partnership between Franklin County and the Western Virginia Water Authority
- Projects with other partners in Franklin County
- Water and sewer assets in Franklin County
- Future Projects

History

- The Authority and Franklin County start working together - 2008
 - US 220 water main extended from Roanoke County
 - SR 122 water main Franklin County and the Bedford County PSA
- The Authority acquired, with County support, the Westlake Wastewater System - 2009
- Franklin County joined the Authority as a member - 2009



History (cont.)



- The Authority purchased a number of private systems in the Westlake and Southlake areas and along Scruggs Road – 2010 to 2014
- Executed joint agreement to extend the SR 122 water main to Burnt Chimney - 2013
- Authority executed agreement with Bedford County PSA to build a new water treatment plant on SML - 2014

History (cont.)

- The Authority acquired the Wirtz Wastewater Treatment Plant - 2014
- Agreement executed between the Authority, the County and the Town of Rocky Mount for utility development in the US 220 corridor - 2014
- The Authority purchased 19 water systems and the LakeWatch wastewater system from Petrus Environmental - 2017
- The Authority executed an operating agreement with Town of Boones Mill - 2018
- Executed joint financing agreement to support the Summit View Business Park development - 2019

Other Partners

Bedford Regional Water Authority

- Joint ownership and operation of the SML Water Treatment Plant

Town of Boones Mill

- Entered into a contract with Boones Mill in 2018 to operate the Town's utility system - Town still owns system and sets rates

Town of Rocky Mount

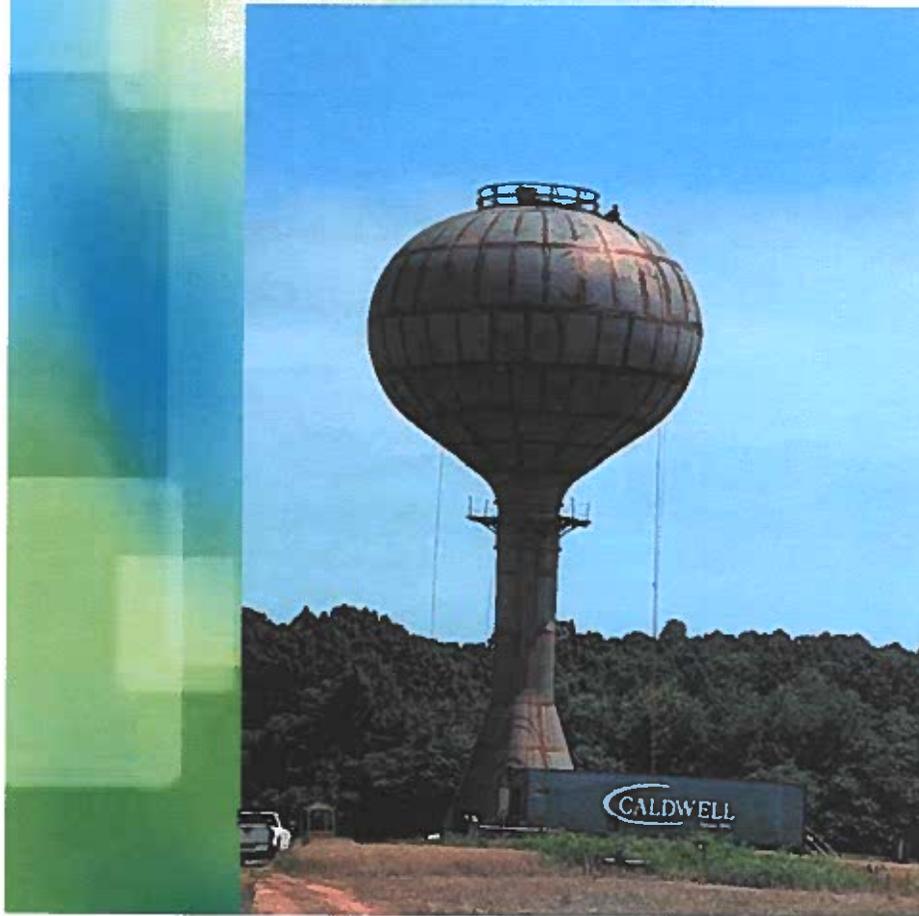
- The 2014 contract between Rocky Mount, the County and the Authority allows utility interconnections
- Allocated sewer capacity to the Authority at the Town's wastewater treatment plant
- Detailed an extension of the US 220 water main to Rocky Mount's water plant as backup source

Today

- Water customer growth has increased from 260 customers to 3,208 customers mostly through new connections and acquisition of private systems
- The Sewer system supports 99 customers, the majority of which are commercial
- Since the County joined the Authority in 2009, water rates have decreased 14% and sewer rates have decreased 22%
- The Authority's Education Team is active in County schools teaching environmental science



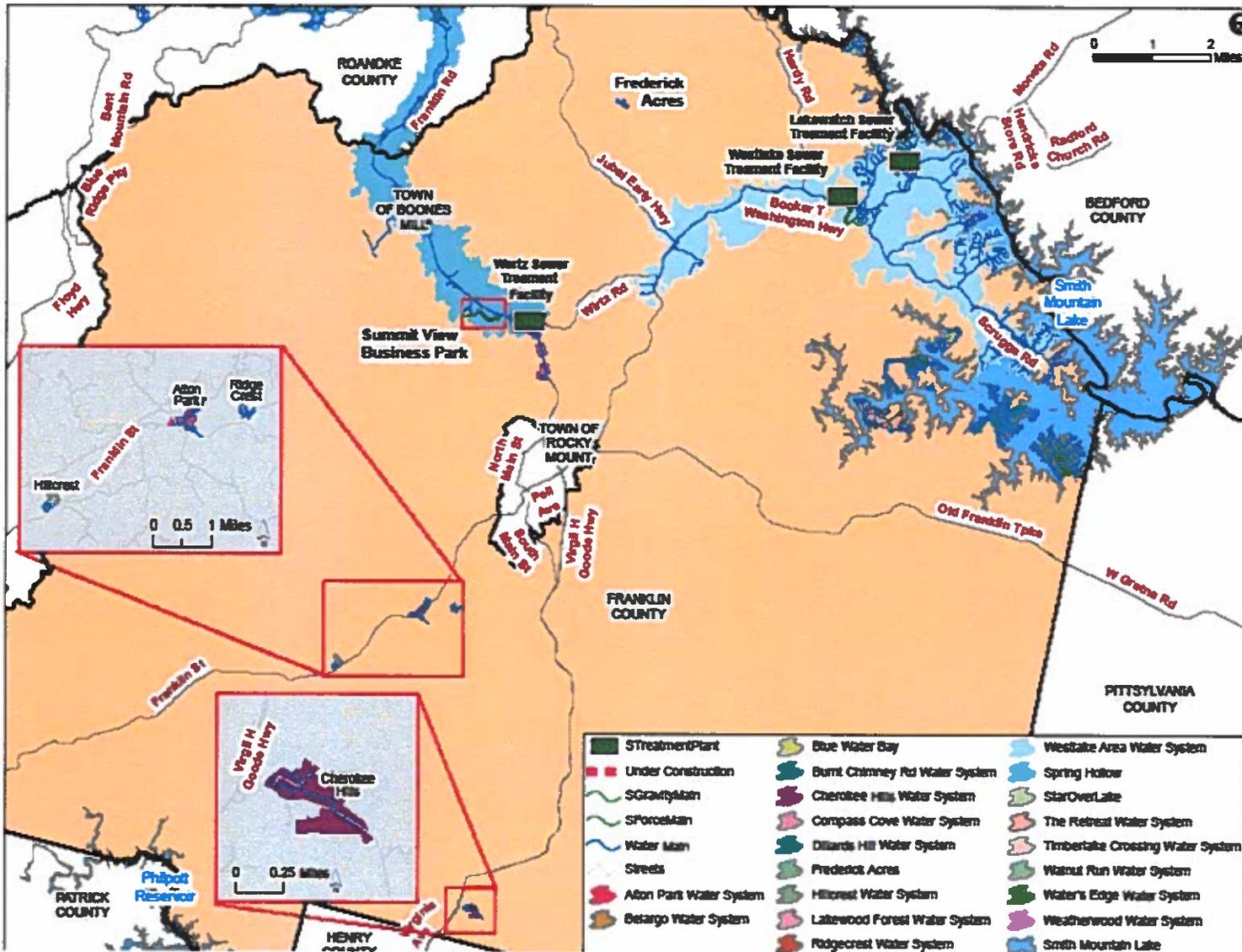
Water System



- Maintain 137 miles of water main and 58 storage tanks
 - 3 of these tanks are > 75,000 gallons in capacity
 - Summit View Elevated Tank nearing completion - 500,000 gallons
- The Smith Mountain Lake (SML) Water Treatment Plant supplies the water for the SR 122 / Scruggs Road system, approximately 600,000 gallons per day

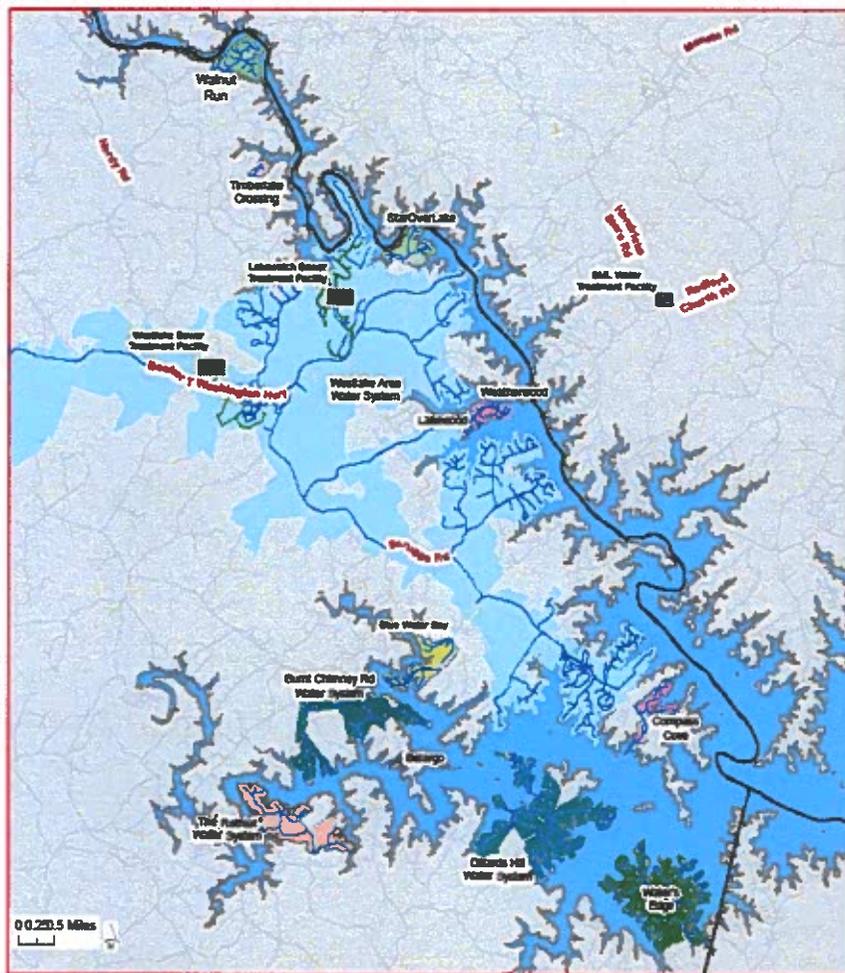
Water System Improvements

- Summit View Water Improvements - \$2.4M
 - Interconnected water mains from the US 220 line to support the business park and constructing the Summit View Tank
- Grassy Hill water main extension – \$1.8M
 - Approximately 50% complete
 - Includes installation of Fiber Optic Conduit
- Renovations to the Timberlake Crossing and Cherokee Hills treatment systems and pumping stations are under design - \$250K
- Extension of the US 220 water main to the Town of Rocky Mount is substantially complete with control valves and telemetry needed



Water System Improvements (cont.)

- Finishing up the Lakewood Forest Road water main extension from Scruggs Road - \$1.5M
- Connection of the Stripers Landing / Blue Water Bay water systems from the Scruggs Road water main has been designed. Construction will start in early Fall 2020 - \$300K
- Connection of the StarOverLake water system to the SR 122 water main is under design. Construction expected to start late Fall 2020 - \$250K
- Southlake - systems on the south side of SML are stand-alone, but have been consolidated into four integrated systems including construction of the Dillard's Hill Water Tank - \$900K



0 0.25 0.5 Miles

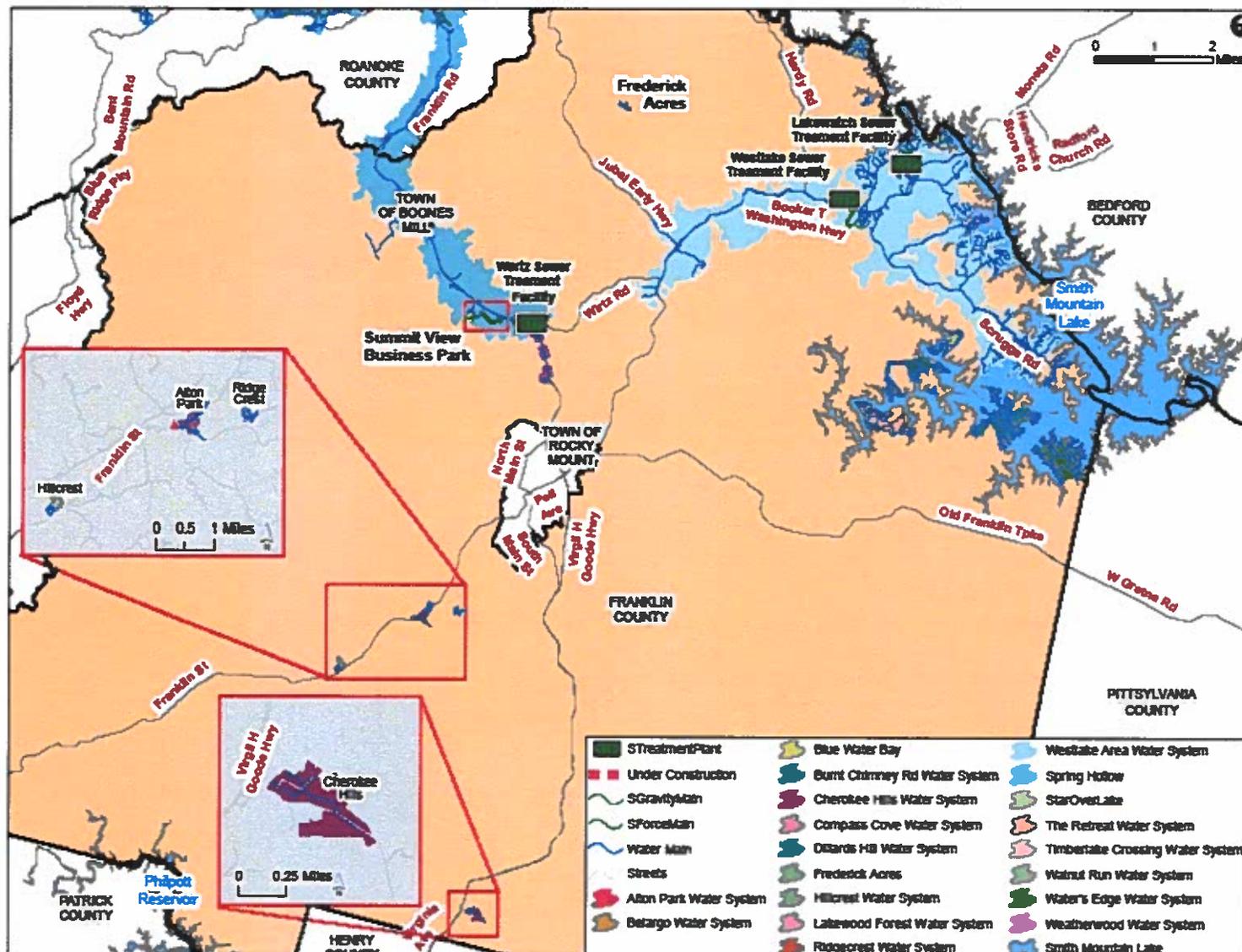
STreatmentPlant	Water Main	Betargo	Oldards Hill	The Retreat
SGravityMain	Streets	Blue Water Bay	Laborwood Forest	Timberlake Crossing
SFoodMain	County Boundary	Burnt Chimney Rd	Westlake Area	Walnut Run
Smith Mountain Lake	Compass Cove	StarOverLake	Water's Edge	Weatherwood

Wastewater System

- Own and operate three wastewater treatment plants in Franklin County
 - Westlake - 50,000 gpd capacity
 - LakeWatch – 25,000 gpd capacity
 - Wirtz – 20,000 gpd capacity
- Treated water sent to drainfields
- Includes 5.5 miles of gravity sewer main, 6.1 miles of forcemain plus 2.4 miles under construction and three lift stations in addition to the three treatment plants

Wastewater System Improvements

- Summit View Sewer Projects Phase 1 - \$3M
 - Construction included gravity and sewer forcemains to the Wirtz Wastewater Treatment Plant plus 2 new sewage lift stations to pump flow
- Summit View Phase 2 – \$800K
 - New sewer forcemain from Wirtz Road to Shady Lane - 90% complete
- Summit View Phase 3 – \$1.2M (est.)
 - New sewer forcemain from Shady Lane to the Town of Rocky Mounts sewer system
 - Closed on the bond to fund the Phase 3 sewer forcemain at an interest rate of 2.5%
- When complete Phase 3 is complete, it will increase sewer capacity for Summit View and the US 220 / Wirtz Road commercial area from 20,000 gpd to 110,000 gpd.
 - Obtained tentative approval from Town on connect point
 - Expect to bid this fall with an early summer 2021 completion

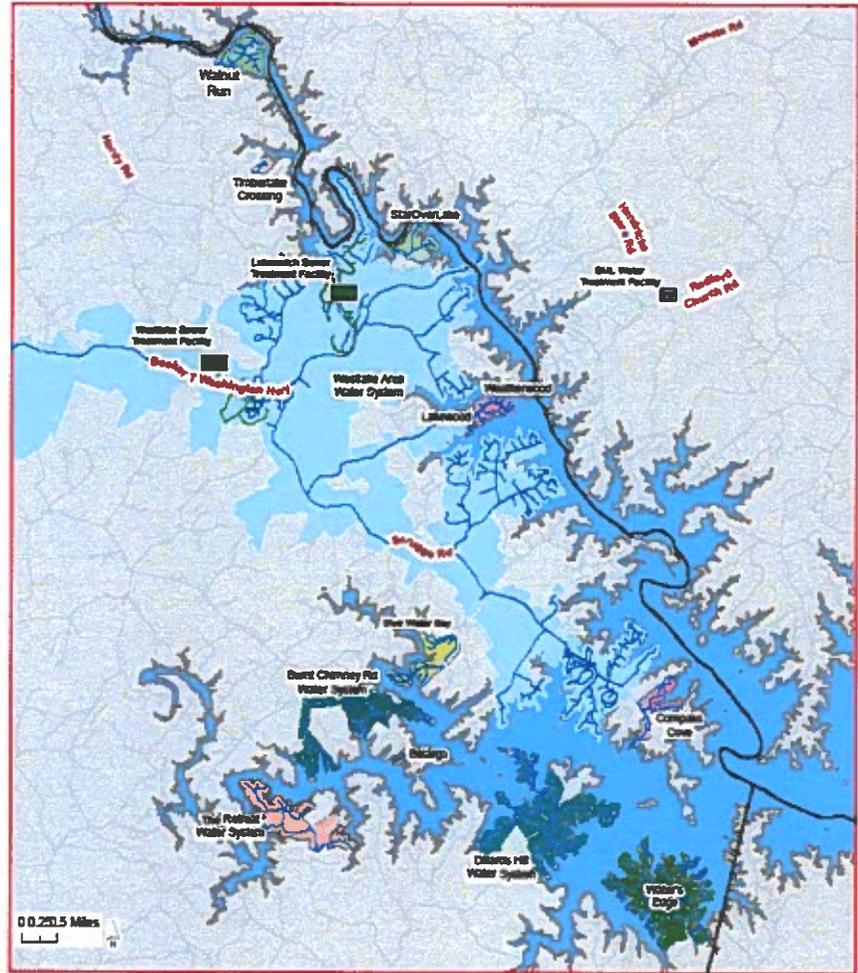


Future Projects

- The Authority has hired an engineering firm to conduct master planning studies in several portions of the Authority's service area including areas in Franklin County
- Will include County staff and integrate with comprehensive planning
 - Westlake wastewater system
 - Look at growth, drainfield capacity of treatment plants and location for new lift stations
 - Wirtz Road water interconnect
 - Connect US 220 and SR 122 water systems for resiliency
 - Southlake water system (next slide)

Future Projects – Southlake Water

- Currently stand-alone systems relying on groundwater wells
- Previously located sites for an elevated storage tank
- Master plan study will look at growth including possible commercial growth along SR 40, operational costs, and options for a long term water source
 - Additional well sites
 - New Intake on SML (DEQ unlikely to permit)
 - Interconnection with the Scruggs Road water main
 - Extension of water from the Town of Rocky Mount
- Expect work to be completed this fiscal year
- Results will guide future capital plan development



STreatmentPlant	Water Main	Belargo	Dillard Hill	The Retreat
SGravityMain	Streets	Blue Water Bay	Lakewood Forest	Timberlake Crossing
SForceMain	County Boundary	Burt Cheney Rd	Westlake Area	Walnut Run
	Smith Mountain Lake	Compass Cove	StarOverLake	Water's Edge
			Weatherwood	



Discussion



THE FOLLOWING TERMS ARE UP FOR APPOINTMENT/RE-APPOINTMENT

COMMITTEE	NAME	ADDRESS	DISTRICT	YEAR	TERM EXPIRES
AGING SERVICES	Pauline Nickelston	193 Storey Creek lane	Blue Ridge	4-Year	7/1/2020
	Joyce Perdue	1311 Pine Grove Road	Union Hall	4-Year	7/1/2020
	Leigh Prom	226 Magnolia Lane	Blackwater	4-Year	7/1/2020
Building Code Appeals		VACANCY			
		VACANCY			
DAN RIVER ASAP	Brandt Gawor		CITIZEN APT.	3-Year	6/30/2016
LIBRARY BOARD		RESIGNED	BOONE	4-Year	
		VACANCY	UNION HALL	4-Year	
PIEDMONT COMMUNITY SERVICE	Debbie Powell	RESIGNED EFFECTIVE 4/13/2019		3-Year	
	Betty Buckingham	125 Patterson Avenue		3-Year	6/30/2020
RECREATION COMMITTEE	Kay Saleeby	85 Forest Hill Road	ROCKY MOUNT	3-Year	6/30/2020
	Jessica Gowor	245 Farmington Road	AT-LARGE		6/30/2019
Roanoke Valley-Alleghany Regional Commission		VACANCY			
SOCIAL SERVICES	John Lipscomb	346 Quail Valley Lane	BOONE	4-Year	6/30/2020
West Piedmont Planning District Commission	David Thorp	Hardy, Virginia 24101	CITIZEN APT.	3-Year	
Western Virginia Regional Industrial Development Authority		VACANCY		4-Year	



Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> FY 19-20 BUDGET AMENDMENTS - ADDITIONAL APPROPRIATIONS PUBLIC HEARING</p> <p><u>SUBJECT/PROPOSAL/REQUEST</u> Request of the Board of Supervisors to amend the FY 2019-20 budget and approve additional appropriations after conducting a public hearing</p> <p><u>STRATEGIC PLAN FOCUS AREA:</u></p> <p><input checked="" type="checkbox"/> <i>Economic Development</i> <input checked="" type="checkbox"/> <i>Financial Stability</i></p> <p><input checked="" type="checkbox"/> <i>Infrastructure</i> <input type="checkbox"/> <i>Lifelong Learning</i></p> <p><input checked="" type="checkbox"/> <i>Managed Growth</i> <input checked="" type="checkbox"/> <i>Public Safety</i></p> <p><input checked="" type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><u>AGENDA DATE:</u> July 21, 2020</p> <p><u>BOARD ACTION:</u> Yes</p> <p><u>INFORMATION:</u> No</p> <p><u>ATTACHMENTS:</u> No</p> <p><u>CONSENT AGENDA:</u> No</p> <p><u>ATTACHMENTS:</u> No</p> <p><u>STAFF CONTACT(S):</u> Brian Carter, Director of Finance</p> <p><u>REVIEWED BY:</u> Christopher L. Whitlow, County Administrator </p>
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BACKGROUND:

The Code of Virginia (section 15.2-2507) requires the County to hold a public hearing to amend the budget when additional appropriations (i.e. grants, carry overs, financings) exceed one percent of the current adopted budget. The FY 2019-20 County Budget was last amended by the Board of Supervisors at the December 17, 2019 meeting and included last fall's financing of the closure of the County Landfill.

DISCUSSION:

The County received funds from the CARES Act in the amount of \$4,889,448 from the State in June 2020. These funds exceed the one percent budget amendment requirement per the Code of Virginia. A public hearing must be held to amend the FY 2019-20 budget and appropriate those funds. Also included are the previously approved December – June supplemental appropriations and the remainder of the Broadband Virginia Telecommunications Initiative (VATI) grant which was awarded this past spring.

The FY 2019-20 budget would be amended as follows:

December - June Supplemental Appropriations	\$ 2,630,876
CARES Act Funds	4,889,448
Broadband VATI Grant	1,774,788
Total Budget Amendment	<u>9,295,112</u>
Amended Net Budget as of December 17, 2019	<u>152,863,534</u>
New Net Adjusted Budget	<u>\$ 162,158,646</u>

RECOMMENDATION:

After completion of the public hearing, staff requests that the Board of Supervisors amend the FY 2019-2020 budget and appropriate the additional funds as indicated above. The new net adjusted budget will be \$162,158,646.

PUBLIC NOTICE
FRANKLIN COUNTY, VIRGINIA
A HEARING ON AMENDMENTS TO THE ADOPTED 2019-2020 BUDGET

In Accordance with Sections 15.2-2507 of the Code of Virginia, as amended, on ***Tuesday, July 21, 2020, at approximately 6:00 P.M.*** or soon thereafter, the Franklin County Board of Supervisors will conduct a public hearing on amending the adopted FY 2019-2020 County budget in the Board of Supervisors Meeting Room, located in the Franklin County Government Center, 1255 Franklin Street, Suite 104, Rocky Mount, Virginia.

The original FY 2019-2020 budget was adopted in the amount of \$143,791,840 and was amended on December 17, 2019 with a new total budget of \$152,863,534. The FY 2019-2020 budget needs to be amended by a total of \$9,295,112 to appropriate proceeds from the Broadband Virginia Telecommunications Initiative Grant, funding from Commonwealth of Virginia through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and previous appropriations for December 2019 - June 2020. The new adjusted budget total is \$162,158,646. A summary of the proposed budget amendment is on file in the Finance Department at the Franklin County Government Center.

Madeline L. Sefcik, Clerk
Franklin County Board of Supervisors



Franklin County

A Natural Setting for Opportunity

MEMORANDUM

TO: All Members of the Franklin County Board of Supervisors

FROM: Madeline L. Sefcik, Clerk

REF: Monthly Reports

This section of the folder is reserved for the various reports that are submitted on a monthly basis. The reports included are as follows:

1. Sheriff's Department Monthly Report
2. Treasurer's Monthly Report
3. Finance Monthly Report
4. Library Monthly Report
5. Parks and Recreation Monthly Report
6. Social Services Monthly Report
7. Building Inspector's Monthly Report
8. Animal Control Monthly Report



Office of the Sheriff
County of Franklin, Virginia – June/May 2020

ACTIVITY	JUNE	MAY
9-1-1 Calls	2,274	2,353
Calls for Service	2,805	2,622
Average Response	6:05	7:04
Administrative Calls	2,274	3,985
Reportable Offenses	231	219
Criminal Arrest	107	97
Felony Warrants	63	30
Misdemeanor Warrants	107	74
DUI/DUID Arrests	1	6
Traffic Summons	28	12
Radar Summons	1	1
Traffic Warnings	0	0
Hours In Court	89:27	18:44
Hrs. School Security Checks	4:26	15:33
Business Checks	147	225
Training Hours	108	98
Extra Duty Hours	1,683.5	285
Funerals	14	10
Concealed Weapon Permits	146	130
Scrap Metal Permits	0	0
Emergency Custody Orders	15	18
Temporary Custody Orders	11	11
Civil Papers Served	1,526	1,663
Transports	25	21
Average Local Inmate Count	46	45
Average WVRJ Inmate Count	157	173
Miles Driven	78,206	69,536

W. Q. "Bill" Overton, Jr., Sheriff

**Franklin County
Treasurer's Report
6/30/2020**

Cash in Office	\$ 2,260.00	
Borrowing Proceeds Held by Trustee	16,980,103.38	
Primary County Checking Account	12,418,066.39	
Money Market Acct	32,071,197.90	
Other Checking, Savings Accounts	812,654.73	
	<u>\$ 62,284,282.40</u>	
General Fund Cash Balance		\$ 30,106,422.15
Designated Funds:		
Federal Asset Forfeiture Fund		136,299.33
Courthouse Maintenance Fund		250,017.84
School Fund		0.00
School Construction Fund		211,649.40
E911 Fund		867,328.84
Law Library		154,028.55
Capital Fund		10,964,053.88
Capital Fund Borrowing Proceeds		16,980,103.38
County Debt Service Fund		3,076,647.64
Utility Fund		221,629.62
Special Welfare Fund		73,329.41
Treasurer State Fund		0.00
Tourism Initiatives		7,500.00
Payroll Clearing Fund		(1,255,052.17)
Escrow Accounts:		
Road Funds		0.00
Soil and Erosion Control		486,324.53
Library Endowment Fund		4,000.00
		<u>\$ 62,284,282.40</u>

0.00

Franklin County
Cash Basis Revenue and Expenditure Summaries (Unaudited)
General Fund and School Fund Only
For the Month Ended June 30, 2020

REVENUES:

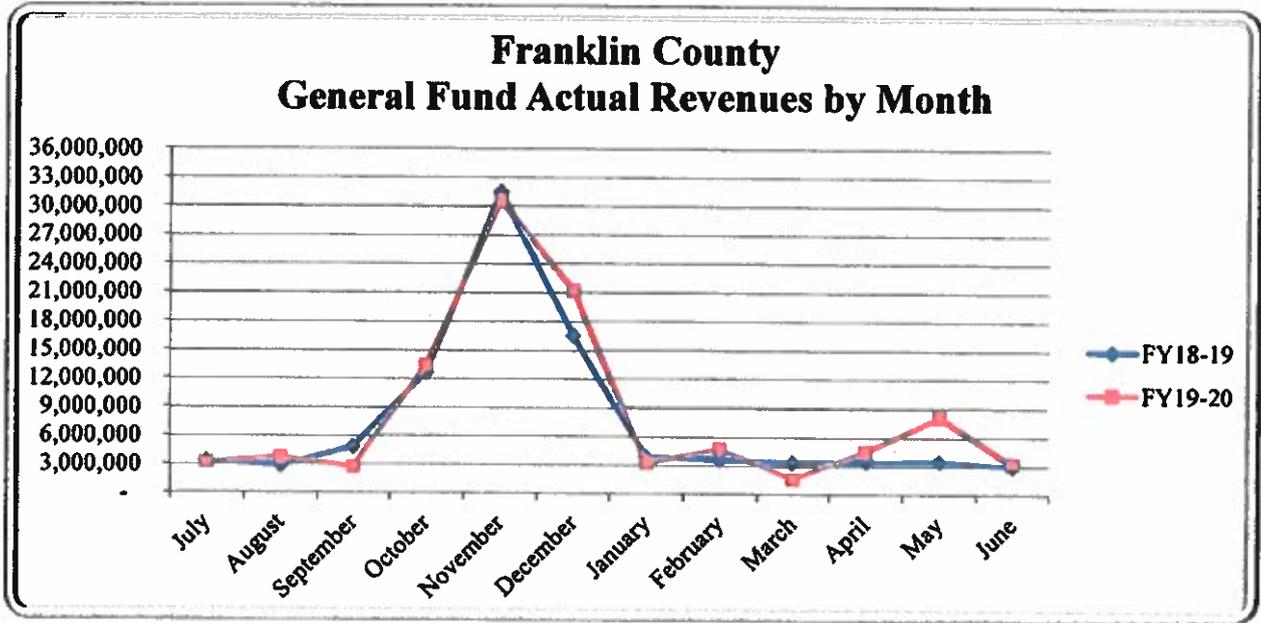
	Budget and Appropriations Current Year	Actual Year to Date Revenues	Balance To Be Realized	Percent of Budget
General Property Taxes	55,095,914	57,392,692	2,296,778	104.2%
Other Local Taxes	12,220,752	12,667,728	446,976	103.7%
Permits, Fees and Licenses	395,241	484,434	89,193	122.6%
Fines and Forfeitures	43,499	37,775	(5,724)	86.8%
Revenue from the use of Money and Property	644,790	658,874	14,084	102.2%
Charges for Services	2,859,621	3,064,391	204,770	107.2%
Miscellaneous Revenue	887,206	804,129	(83,077)	90.6%
Recovered Costs	603,699	639,373	35,674	105.9%
Revenue from the Commonwealth	15,399,313	16,490,113	1,090,800	107.1%
Federal Government	3,636,872	3,302,450	(334,422)	90.8%
Total	<u>91,786,907</u>	<u>95,541,959</u>	<u>3,755,052</u>	<u>104.1%</u>
Fund Balance/Carryover Funds	3,287,341	(81,222)		
Federal Revenues	-	4,889,448		
Transfers	144,429	144,429		
Total General Fund	<u>95,218,677</u>	<u>100,494,614</u>		

Schools

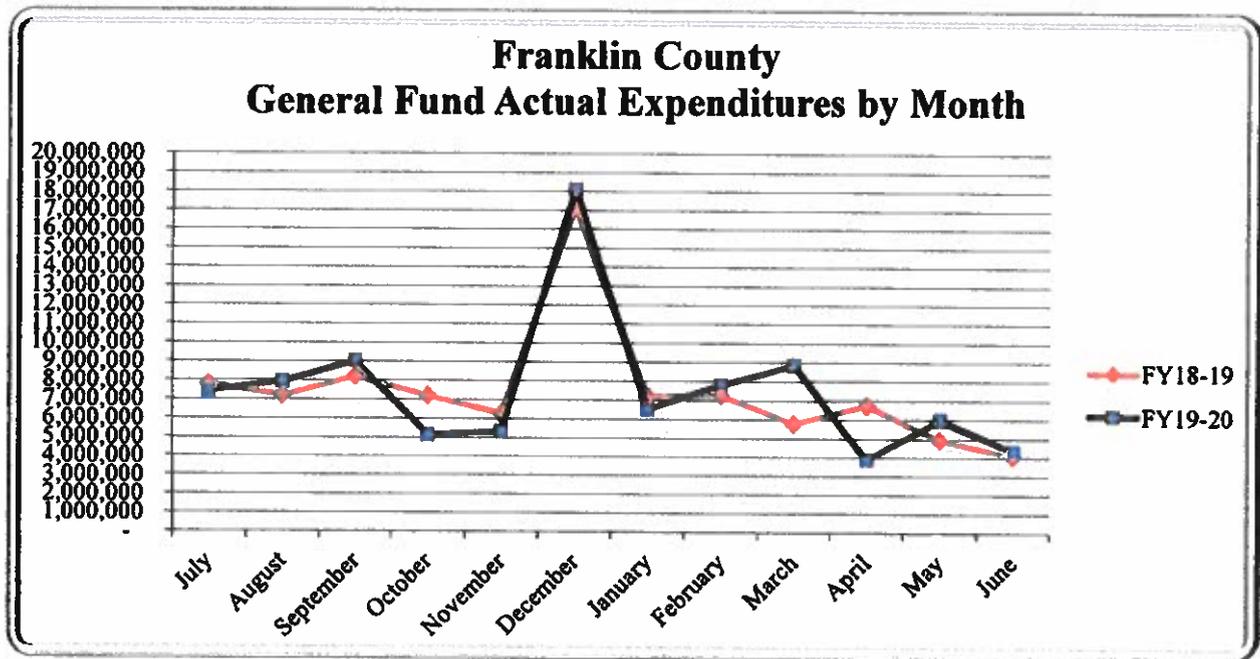
Cafeteria, Misc, State, Federal	53,357,617	53,571,747	214,130	100.4%
Local Funding from County	34,365,178	31,705,842	(2,659,336)	92.3%
Total School Fund	<u>87,722,795</u>	<u>85,277,589</u>	<u>(2,445,206)</u>	<u>97.2%</u>

EXPENDITURES:

	Budget and Appropriations Current Year	Actual Year to Date Expenditures	Balance Expended	Percent of Budget
General and Financial Administration	5,045,415	4,953,047	92,368	98.2%
Judicial Administration	3,008,521	2,811,723	196,798	93.5%
Public Safety (Sheriff, Corrections, Fire, EMS)	15,349,646	14,718,166	631,480	95.9%
Public Works	4,098,231	3,830,181	268,050	93.5%
Health and Welfare	14,447,575	15,026,015	(578,440)	104.0%
Parks, Recreation, Libraries, Community Colleges	2,318,028	2,165,248	152,780	93.4%
Community Development	3,215,238	2,798,464	416,774	87.0%
Transfers to Schools, Capital, Debt	47,736,023	44,139,035	3,596,988	92.5%
Total General Fund	<u>95,218,677</u>	<u>90,441,880</u>	<u>4,776,797</u>	<u>95.0%</u>
School Fund	<u>87,722,795</u>	<u>87,556,763</u>	<u>166,032</u>	<u>99.8%</u>



	<u>FY18-19</u>	<u>FY19-20</u>
Total Revenues Year to Date	\$365,405,584	\$100,494,615



	<u>FY18-19</u>	<u>FY19-20</u>
Total Expenditures Year to Date	\$89,834,213	\$90,441,880

NO LIBRARY

MONTHLY REPORT FOR THE MONTH OF JULY

NO PARKS AND RECREATION
MONTHLY REPORT FOR THE MONTH OF JULY

FY19-20
COUNTY BUDGET
ALLOCATION
\$4,532,688

STATE ALLOCATION BUDGET LINE	\$2,578,289 855 STAFF & OPERATIONS BASE 15.50%	\$184,937 849 STAFF & OPERATIONS NO LOCAL MATCH	\$1,656,170 858 STAFF & OPERATIONS PASS-THRU 70%	
LOCAL MATCH				
MONTH				CTY REM BALANCE
JUNE	\$358,718.36		\$15,334.51	\$4,158,635.13
JULY				
AUGUST				
SEPTEMBER				
OCTOBER				
NOVEMBER				
DECEMBER				
JANUARY				
FEBRUARY				
MARCH				
APRIL				
MAY				
'TD EXPENDITURE:	\$358,718.36	\$0.00	\$15,334.51	
REM BALANCE	\$2,219,570.64	\$184,937.00	\$1,640,835.49	\$
% REM	86.09%		99.07%	
EXPECTED REIMB	303117.01		12957.66	3514046.68

STATE ALLOCATION BUDGET LINE	\$213,060 804 AUXILIARY GRANT	\$1,137 861 EDUCATION & TRAINING VOUCHERS	\$3,601 862 INDEPENDENT LIVING PROGRAM BASIC GRANT	\$5,480 873 FC APPROVED CHILD WELFARE TRAINING
LOCAL MATCH	20.00%	0%	0%	59.80
MONTH				
JUNE	\$14,825.00		\$102.96	
JULY		\$0.00	\$0.00	\$0.00
AUGUST				
SEPTEMBER		\$0.00		
OCTOBER				\$0.00
NOVEMBER				
DECEMBER				
JANUARY		\$0.00		
FEBRUARY				
MARCH				
APRIL				
MAY				
YTD EXPENDITURES	\$14,825.00	\$0.00	\$102.96	\$0.00
REM BALANCE	\$198,235.00	\$1,137.00	\$3,498.04	\$5,480.00
% REM	93.04%	100.00%	97.14%	100.00%

STATE ALLOCATION BUDGET LINE	\$1,089,659 811 ADC IV-E FOSTER CARE	\$223,665 817 STATE ADOPTION SUBSIDY AND SPECIAL SERVICE PAYMENTS	\$1,454,821 812 IV-E ADOPTION SUBSIDY AND NON-RECURRING EXPENSES	\$47,341 814 FOSTERING FUTURES STATE ADOPTION	\$1,275 864 FOSTER PARENT RESPITE CARE
LOCAL MATCH	0.00%	0%	0%	0%	0.00
MONTH					
JUNE	\$14,889.41	20475.71	\$142,075.53	\$1,423.28	
JULY					
AUGUST					
SEPTEMBER					
OCTOBER					
NOVEMBER					
DECEMBER					
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
'TD EXPENDITURES	\$14,889.41	\$20,475.71	\$142,075.53	\$1,423.28	\$0.00
REM BALANCE	<u>\$1,074,769.59</u>	<u>\$203,189.29</u>	<u>\$1,312,745.47</u>	<u>\$45,917.72</u>	<u>\$1,275.00</u>
% REM	98.63%	90.85%	90.23%	96.99%	100.00%
EXPECTED REIMB					

STATE ALLOCATION BUDGET LINE	\$177,069 872	\$7,169 895	\$31,281 833	\$6,978 829	\$8,314 830
	VIEW PURCHASE SERVICES	ADULT PROTECTIVE SERVICES	ADULT SERVICES	FAMILY PRESERVATION (SSBG)	CHILD WELFARE SUBSTANCE ABUSE AND SUPP SERVICES
LOCAL MATCH	15.50%	16%	20%	15.50	15.50
MONTH					
JUNE	\$1,234.21	\$1,483.58	\$1,225.32	\$47.92	\$1,520.20
JULY					
AUGUST					
SEPTEMBER					
OCTOBER					
NOVEMBER					
DECEMBER					
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
YTD EXPENDITURES	\$1,234.21	\$1,483.58	\$1,225.32	\$47.92	\$1,520.20
REM BALANCE	\$175,834.79	\$5,685.42	\$30,055.68	\$6,930.08	\$6,793.80
% REM	99.30%	79.31%	96.08%	99.31%	81.72%
EXPECTED REIMB	1042.90745	1253.6251	1035.3954	40.4924	1284.569

PROMOTING SAFE AND STABLE FAMILIES

STATE ALLOCATION	\$10,000	\$14,813	\$10,000	\$0
BUDGET LINE	86601	86602	86605	86608
	FAMILY	PRESERVATION	REUNIFICATION	FC MONTHLY
	SUPPORT			WORKER VISITS
LOCAL MATCH	15.50%	16%	16%	15.50%
MONTH				
JUNE		\$483.00		
JULY				
AUGUST				
SEPTEMBER				
OCTOBER				
NOVEMBER				
DECEMBER				
JANUARY				
FEBRUARY				
MARCH				
APRIL				
MAY				
YTD EXPENDITURES	\$0.00	\$483.00	\$0.00	\$0.00
REM BALANCE	\$10,000.00	\$14,330.00	\$10,000.00	\$0.00
% REM	100.00%	96.74%	100.00%	#DIV/0!
EXPECTED REIMB	\$0.00	\$408.14	\$0.00	\$0.00



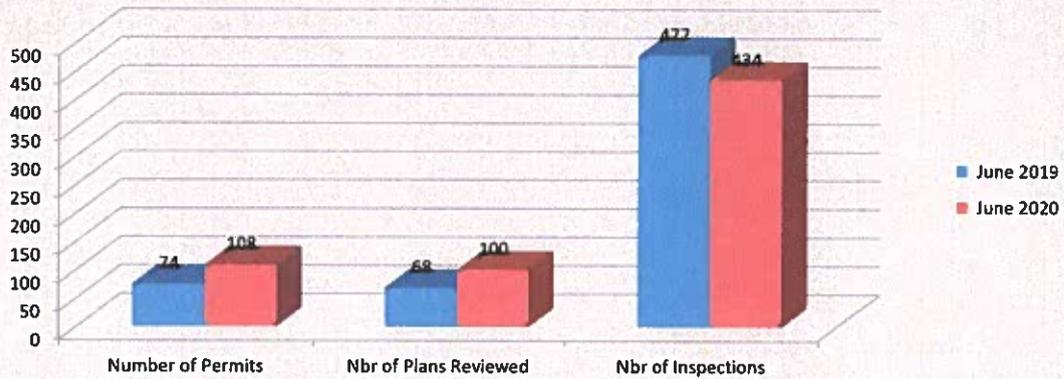
Franklin County

A Natural Setting for Opportunity

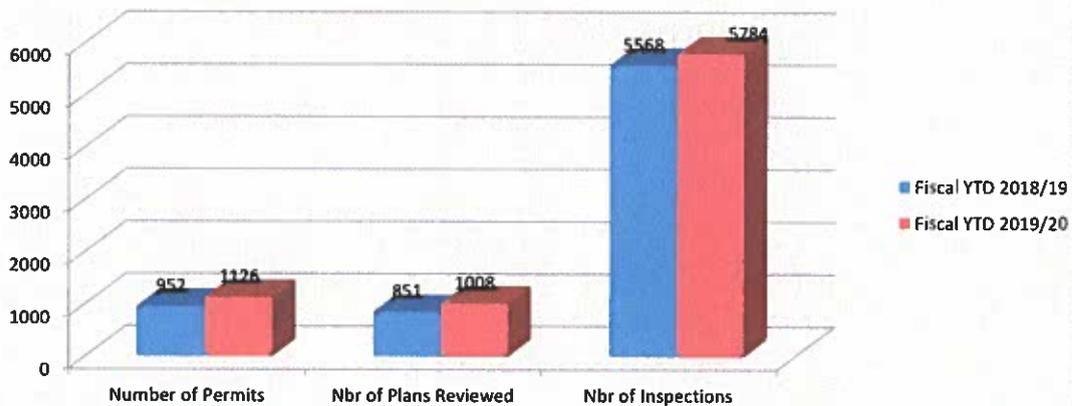
Building Inspections Department Monthly Report

	June			Fiscal YTD		
	2019	2020	Variances	2019	2020	Variances
Number of Permits	74	108	46%	952	1126	18%
Value of Permits	\$ 4,626,111	\$ 11,880,512	157%	\$ 78,594,451	\$ 100,491,671	28%
Nbr of Plans Reviewed	68	100	47%	851	1008	18%
Nbr of Inspections	477	434	-9%	5568	5784	4%
Miles Driven	3,502	6,317	80%	64,330	67,309	5%
Permit Fees Collected	\$ 17,576	\$ 33,963	93%	\$ 321,682	\$ 363,325	13%

June Comparisons



Fiscal YTD Comparisons

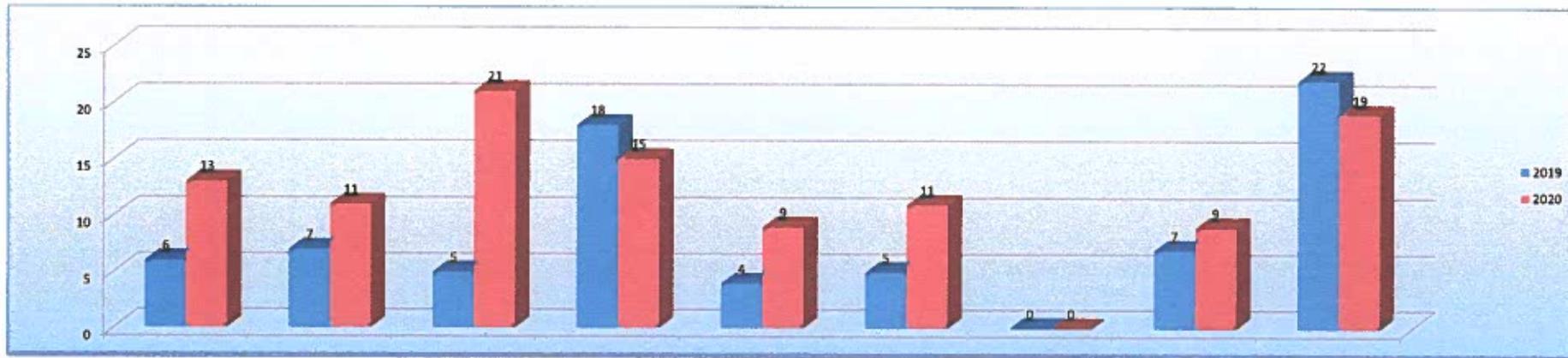


Legend for Details on following pages:

Residential		Non-residential	
New	Single Family, Modular, Two Family, Multi-Family	New	Assembly Building, Business, Factory, Hazardous, Industrial Building, Mercantile, New
Mfg Home	Single & Double Wide Manufactured Homes	Additions / Alterations	Additions, Alterations, Decks
Additions/Alterations	Additions, Alterations, Decks	Docks	Boat Docks (New, Additions, Alterations)
Docks	Boat Docks (New, Additions, Alterations)	Accessory Bldg	Accessory Building, Storage Building, Utility
Accessory Bldg	Accessory Building, Garage/Carport, Barn, Shed, Storage Building		
Retaining Walls	Retaining Wall		
Miscellaneous			
Demolition	Structures & Storage Tanks		
Misc.	Non-residential Retaining Walls, Towers & Antennas, Elevators, Signs		

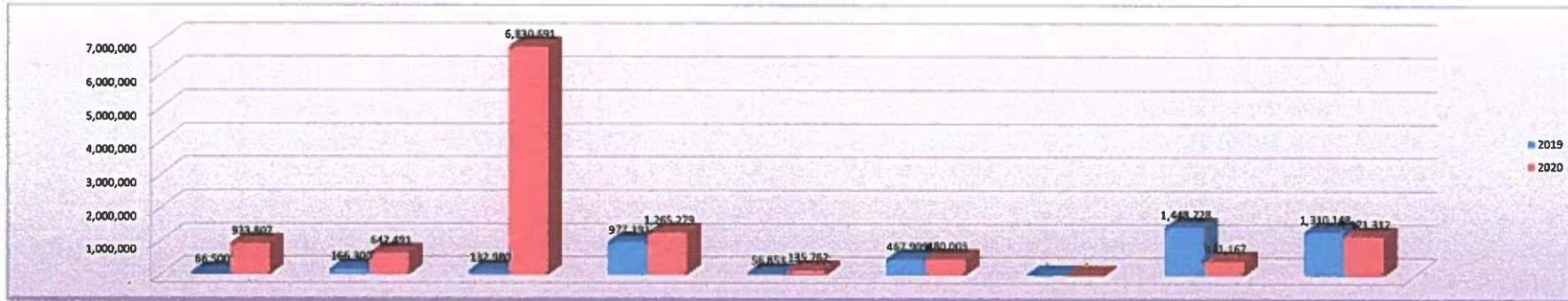
May 2017 - May 2018 -- Building Permit Counts

Permit Types	Blackwater		Blue Ridge		Boone		Gills Creek		Rocky Mount		Snow Creek		Town of Boones Mill		Town of Rocky Mount		Union Hall		Total		Residential
	Jun-19	Jun-20	Jun-19	Jun-20	Jun-19	Jun-20	Jun-19	Jun-20	Jun-19	Jun-20	Jun-19	Jun-20	Jun-19	Jun-20	Jun-19	Jun-20	Jun-19	Jun-20	2019	2020	
Residential																					
New	0	3	0	3	0	1	3	4	0	0	1	2	0	0	0	0	3	2	7	15	New
Mfg Home	0	1	0	0	0	1	1	1	0	0	1	0	0	0	0	0	2	0	4	3	Mfg Home
Additions/ Alterations	1	1	0	1	2	3	5	3	1	1	0	0	0	0	3	2	8	2	20	13	Additions/ Alterations
Docks	0	0	0	0	0	0	1	2	0	0	0	0	0	0	0	0	2	0	3	2	Docks
Accessory Bldg	1	3	0	0	2	2	0	1	0	1	1	1	0	0	1	0	0	2	5	10	Accessory Bldg
Retaining Wall	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	1	1	Retaining Wall
Non-Residential																					
New	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	New
Additions/ Alterations	0	1	0	0	0	1	0	1	0	2	0	0	0	0	0	4	0	0	0	9	Additions/ Alterations
Docks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Docks
Accessory Bldg	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	1	Accessory Bldg
Miscellaneous																					
Demolition	0	0	1	0	0	4	0	0	1	2	0	0	0	0	1	0	0	0	3	6	Demolition
Misc.	0	0	0	0	1	1	2	0	0	0	0	0	0	0	0	0	0	0	3	1	Misc.
Electrical	3	3	3	4	0	5	4	2	2	2	2	6	0	0	1	0	6	10	21	32	Electrical
Mechanical	1	1	0	1	0	0	0	0	0	0	0	1	0	0	0	2	1	2	2	7	Mechanical
Signs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Signs
Plumbing	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1	1	Plumbing
Pools	0	0	2	1	0	1	0	0	0	1	0	1	0	0	0	1	0	1	2	6	Pools
District Totals	6	13	7	11	5	21	18	15	4	9	5	11	0	0	7	9	22	19	73	108	District Totals
Dist Variance		117%		57%		320%		-17%		125%		120%		0%		29%		-14%		48%	Dist Variance



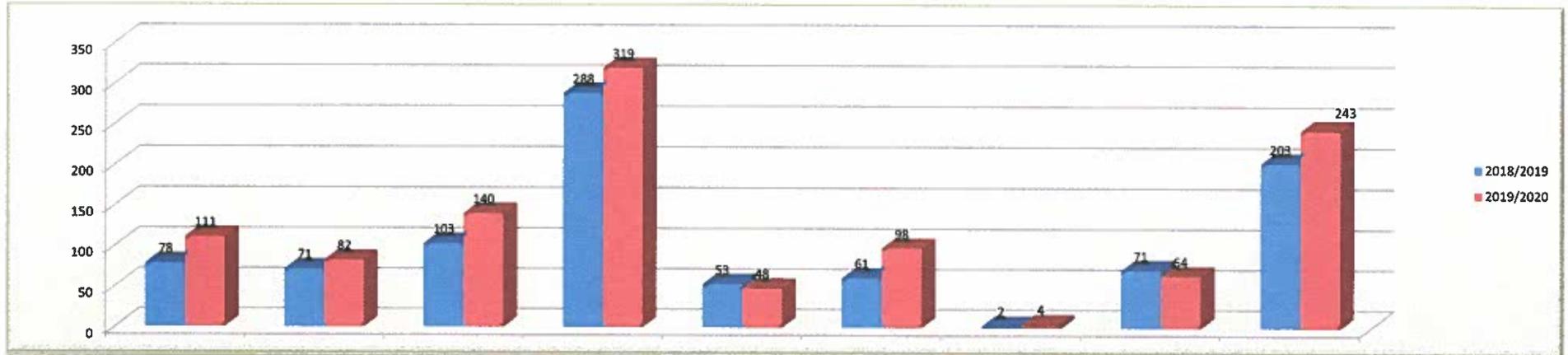
May 2017 - May 2018 - Building Permit Values

Permit Types	Blackwater		Blue Ridge		Boone		Gills Creek		Rocky Mount		Snow Creek		Town of Boones Mill		Town of Rocky Mount		Union Hall		Total		Residential	
	Jun-19	Jun-20	Jun-19	Jun-20	Jun-19	Jun-20	Jun-19	Jun-20	Jun-19	Jun-20	Jun-19	Jun-20	Jun-19	Jun-20	Jun-19	Jun-20	Jun-19	Jun-20	2019	2020		
Residential																						
New	-	418,000	-	332,500	-	193,000	678,576	833,000	-	-	316,000	399,117	-	-	-	-	543,000	950,000	1,537,576	3,125,617	New	
Mfg Home	-	112,012	-	-	-	95,000	6,000	114,673	-	-	128,000	-	-	-	-	-	91,000	-	225,000	321,685	Mfg Home	
Additions/ Alterations	50,000	40,000	-	10,000	17,980	23,000	120,562	205,001	9,792	3,850	-	-	-	-	58,000	21,130	622,448	43,000	878,782	345,981	Additions/ Alterations	
Docks	-	-	-	-	-	-	55,000	55,000	-	-	-	-	-	-	-	-	38,000	-	93,000	55,000	Docks	
Accessory Bldgs	1,000	57,000	-	-	50,000	62,000	-	25,000	-	38,000	22,709	9,036	-	-	6,228	-	-	133,000	79,937	324,036	Accessory Bldgs	
Retaining Walls	-	-	-	-	-	2,400	25,000	-	-	-	-	-	-	-	-	-	-	-	25,000	2,400	Retaining Walls	
Non-Residential																						
New	-	-	-	277,300	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	277,300	New
Additions/ Alterations	-	300,000	-	-	-	6,300,000	-	28,000	-	56,500	-	-	-	-	-	348,700	-	-	-	7,033,200	Additions/ Alterations	
Docks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Docks	
Accessory Bldgs	-	-	95,000	-	-	8,000	-	-	-	-	-	-	-	-	1,378,000	-	-	-	1,473,000	8,000	Accessory Bldgs	
Miscellaneous																						
Demolition	-	-	500	-	-	6,100	-	-	7,279	1,900	-	-	-	-	2,500	-	-	-	10,279	8,000	Demolition	
Misc.	-	-	-	-	65,000	99,471	65,255	-	-	-	-	-	-	-	-	-	-	-	130,255	99,471	Misc.	
Electrical	3,100	5,945	500	10,400	-	19,400	23,300	1,950	39,782	512	1,200	71,200	-	-	3,500	-	7,500	33,977	78,882	143,384	Electrical	
Mechanical	12,400	850	-	650	-	-	-	-	-	-	-	650	-	-	-	16,337	8,200	1,350	20,600	19,837	Mechanical	
Signs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Signs	
Plumbing	-	-	-	-	-	-	3,500	2,655	-	-	-	-	-	-	-	-	-	-	3,500	2,655	Plumbing	
Pools	-	-	70,300	11,641	-	22,320	-	-	-	35,000	-	-	-	-	-	35,000	-	9,985	70,300	113,946	Pools	
District Totals	66,500	933,807	166,300	642,491	132,980	6,830,691	977,193	1,265,279	56,853	135,762	467,909	480,003	-	-	1,448,228	421,167	1,310,148	1,171,312	4,626,111	11,880,512	District Totals	
Variations		1304%		286%		5037%		29%		139%		3%		0%		-71%		-11%		157%	Variations	



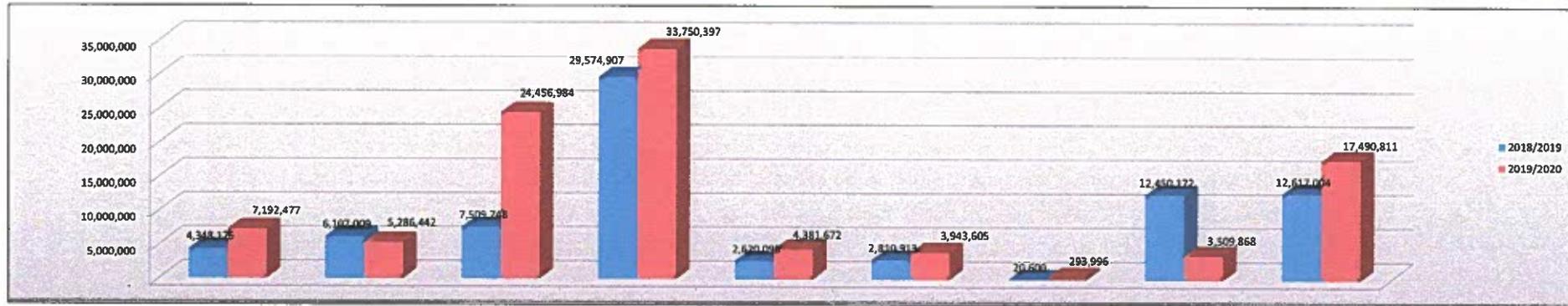
Fiscal YTD Comparison (2016/17 to 2017/18) - Building Permit Counts

Permit Types	FISCAL YTD COUNTS																				Fiscal YTD Totals		Residential
	Blackwater		Blue Ridge		Boone		Gills Creek		Rocky Mount		Snow Creek		Town of Boones Mill		Town of Rocky Mount		Union Hall						
	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020			
Residential																							
New	10	16	3	10	18	18	52	56	6	2	8	11	0	0	1	1	23	23	121	137	New		
Mfg Home	7	4	6	8	7	9	8	10	3	3	8	15	0	0	0	1	15	10	54	60	Mfg Home		
Additions/ Alterations	13	30	11	12	26	26	75	100	9	11	3	9	0	0	13	11	49	51	199	250	Additions/ Alterations		
Docks	0	0	0	0	2	1	44	43	0	0	0	0	0	0	0	0	28	34	74	78	Docks		
Accessory Buildings	7	13	6	5	8	12	16	14	3	4	4	5	0	1	1	3	11	24	56	81	Accessory Buildings		
Retaining Walls	0	1	0	0	0	2	8	6	0	0	0	0	0	0	0	1	2	3	10	13	Retaining Walls		
Non-Residential																							
New	0	0	1	1	2	2	0	0	2	2	1	1	0	0	1	1	1	0	8	7	New		
Additions/ Alterations	2	4	2	5	2	3	12	6	4	3	1	3	1	2	28	24	2	3	54	53	Additions/ Alterations		
Docks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	3	1	3	Docks		
Accessory Bldgs	2	0	2	0	3	1	1	2	0	0	0	3	0	0	2	0	0	0	10	6	Accessory Buildings		
Miscellaneous																							
Demolition	1	4	3	2	6	7	2	2	3	6	3	2	0	0	5	4	3	10	26	37	Demolition		
Misc.	1	1	1	1	3	4	8	5	2	0	1	0	0	0	0	1	4	2	20	14	Misc.		
Electrical	20	32	26	31	17	36	37	50	17	14	24	39	1	0	12	7	48	69	202	278	Electrical		
Mechanical	12	4	6	6	6	10	13	11	2	1	7	6	0	1	7	3	11	5	64	47	Mechanical		
Signs	0	0	0	0	0	0	1	2	0	1	0	0	0	0	0	3	0	0	1	6	Signs		
Plumbing	0	1	0	0	0	0	2	5	0	0	0	0	0	0	0	1	2	2	4	9	Plumbing		
Pools	3	1	4	1	3	9	9	7	2	1	1	4	0	0	1	3	3	4	26	30	Pools		
District Totals	78	111	71	82	103	140	288	319	53	48	61	98	2	4	71	64	203	243	930	1109	District Totals		
Dist Variance		42%		15%		36%		11%		-9%		61%		100%		-10%		20%		19%	Dist Variance		



Fiscal YTD Comparison (2016/17 to 2017/18) - Building Permit Values

		Fiscal YTD - Values																				
Permit Types	Blackwater		Blue Ridge		Boone		Gills Creek		Rocky Mount		Snow Creek		Town of Boones Mill		Town of Rocky Mount		Union Hall		Total		Permit Types	
	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020		
Residential																						
New	2,597,500	3,810,498	576,400	2,266,530	4,428,752	4,599,064	17,649,992	22,687,558	1,412,000	895,983	1,730,506	2,192,817	-	-	225,000	350,000	6,282,122	9,870,100	34,902,272	46,672,550	New	
Mfg Home	272,000	269,912	163,929	547,643	414,200	535,099	527,371	847,532	59,500	147,000	600,201	529,900	-	-	-	150,000	773,296	528,441	2,810,497	3,555,527	Mfg Home	
Additions/Alterations	771,640	1,604,779	499,270	249,540	669,541	526,828	3,173,816	5,894,462	235,378	209,130	115,000	398,768	-	-	187,196	213,757	2,620,087	2,563,751	8,271,928	11,661,015	Additions/Alterations	
Docks	-	-	-	-	48,000	22,800	2,057,719	2,450,791	-	-	-	-	-	-	-	-	1,310,020	1,876,216	3,415,739	4,349,807	Docks	
Accessory Buildings	114,250	350,557	305,277	79,917	223,500	338,019	466,927	500,910	108,900	114,912	74,709	42,536	-	37,000	6,228	17,163	245,952	1,039,875	1,545,743	2,520,889	Accessory Buildings	
Retaining Walls	-	5,500	-	-	-	5,400	254,500	164,000	-	-	-	-	-	-	-	7,000	37,000	74,047	291,500	255,947	Retaining Walls	
Non-Residential																						
New	-	-	3,984,157	277,300	792,900	9,950,000	-	-	310,000	2,138,780	3,000	180,000	-	-	489,000	12,000	75,000	-	5,654,057	12,558,080	New	
Additions/Alterations	18,350	401,875	30,000	1,258,853	345,000	6,341,438	4,654,990	253,332	211,494	111,500	13,500	33,113	20,000	256,496	9,768,041	2,349,091	376,500	208,000	15,437,875	11,213,698	Additions/Alterations	
Docks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,500	525,000	3,500	525,000	Docks	
Accessory Buildings	275,000	-	195,000	-	240,700	8,000	13,000	235,000	-	-	-	175,433	-	-	1,428,000	-	-	-	2,151,700	418,433	Accessory Buildings	
Miscellaneous																						
Demolition	3,500	13,650	12,000	9,500	43,600	16,100	200	14,500	19,279	77,400	28,500	3,700	-	-	109,500	22,000	8,900	94,460	225,479	251,310	Demolition	
Misc.	-	292,670	30,000	266,260	95,000	1,496,171	191,606	136,010	40,000	-	4,200	-	-	-	-	35,617	314,420	49,215	675,226	2,275,943	Misc.	
Electrical	94,876	380,153	57,899	289,396	94,999	180,616	139,202	295,943	181,644	48,342	101,307	315,588	600	-	95,050	116,153	419,777	576,817	1,185,354	2,203,008	Electrical	
Mechanical	96,056	20,383	140,432	29,862	59,756	166,536	112,909	97,968	4,800	598,797	129,990	16,150	-	500	92,157	17,337	71,890	18,547	707,990	966,080	Mechanical	
Signs	-	-	-	-	-	-	29,306	47,991	-	-	-	4,828	-	-	-	-	-	22,200	29,306	75,019	Signs	
Plumbing	-	2,500	-	-	-	-	3,501	20,607	-	-	-	-	-	-	-	95,250	2,340	14,500	5,841	132,857	Plumbing	
Pools	105,003	40,000	112,645	11,641	53,800	270,913	299,868	103,793	37,100	35,000	10,000	55,600	-	-	50,000	102,300	76,200	51,842	744,616	671,089	Pools	
District Totals	4,348,175	7,192,477	6,107,009	5,286,442	7,509,748	24,456,984	29,574,907	33,750,397	2,620,095	4,381,672	2,810,913	3,943,605	20,600	293,996	12,450,172	3,509,868	12,617,004	17,490,811	78,058,623	100,306,252	District Totals	
Variances		65%		-13%		226%		14%		67%		40%		1327%		-72%		39%		29%	Variances	



Franklin County Animal Shelter-Live Release Rate		2020 MAY		
		DOGS	CATS	TOTAL
A	BEGINNING SHELTER COUNT (5/1/20)	10	3	13
INTAKE (Live Dogs & Cats Only)				
B	From the Public (Strays picked up, Owner Relinquish, Seized & Bite cases)	16	16	32
C	Incoming Transfers from Organizations within Community/Coalition	0	0	0
D	Incoming Transfers from Organizations outside Community/Coalition	0	0	0
E	From Owners/Guardians Requesting Euthanasia	0	0	0
F	Total Intake [B + C + D + E]	16	16	32
G	Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only)	0	0	0
H	ADJUSTED TOTAL INTAKE [F minus G]	16	16	32
ADOPTIONS				
I	ADOPTIONS	7	2	9
J	OUTGOING TRANSFERS to Organizations within Community/Coalition (FC Humane Soc./Planned Pethood)	8	13	21
K	OUTGOING TRANSFERS to Organizations outside Community/Coalition (Angels/M-HC SPCA)	0	0	0
L	RETURN TO OWNER/GUARDIAN	4	0	4
DOGS & CATS EUTHANIZED				
M	Healthy (Includes Owner/Guardian Requested Euthanasia)	0	0	0
N	Treatable – Rehabilitatable (Includes Owner/Guardian Requested Euthanasia)	0	0	0
O	Treatable – Manageable (Includes Owner/Guardian Requested Euthanasia)	0	0	0
P	Unhealthy & Untreatable (Includes Owner/Guardian Requested Euthanasia)	0	2	2
Q	Total Euthanasia [M + N + O + P]	0	2	2
R	Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only)	0	0	0
S	ADJUSTED TOTAL EUTHANASIA [Q minus R]	0	2	2
T	SUBTOTAL OUTCOMES [I+J+K+L+S] Excludes Owner requested Euth (Unhealthy & Untreatable Only)	19	17	36
U	DIED OR LOST IN SHELTER/CARE	0	0	0
V	TOTAL OUTCOMES [T + U] (Excludes Owner Requested Euthanasia (Unhealthy & Untreatable Only)	19	17	36
W	ENDING SHELTER COUNT (5/31/20)	7	2	9
Monthly Live Release Rate Calculation for Franklin Co. Animal Shelter				
(I + J + K + L) / (T)		100%	88%	94%