

ROCKY MOUNT TOWN COUNCIL
AGENDA
REGULAR COUNCIL MEETING
TO BE HELD IN COUNCIL CHAMBERS
ROCKY MOUNT MUNICIPAL BUILDING
345 DONALD AVENUE
ROCKY MOUNT, VIRGINIA
AUGUST 12, 2013
AT 7:00 P.M.

NOTE: WHEN SPEAKING BEFORE TOWN COUNCIL, PLEASE COME TO THE PODIUM AND GIVE YOUR NAME AND ADDRESS, ADDRESSING TOWN COUNCIL AND NOT THE AUDIENCE. WHEN GIVING COUNCIL ANY DOCUMENTATION, COPIES ARE TO BE GIVEN TO THE TOWN CLERK PRIOR TO SPEAKING. ALL CELLULAR PHONES MUST BE TURNED OFF DURING COUNCIL MEETING. THE TOWN OF ROCKY MOUNT IS PLEASED TO OFFER ASSISTANCE DEVICES AT ITS MEETING FOR THOSE ATTENDING WITH SPECIAL HEARING NEEDS. ASK ANY STAFF MEMBER OR THE TOWN CLERK AND A DEVICE WILL BE LOANED TO YOU.

- I. Roll Call
- II. Pledge of Allegiance
- III. Approval of Agenda
- IV. Special Items
 - A. Presentation of new K-9 units by Rocky Mount Police Department Sergeant Brian Garland and Sergeant Andy Pendleton.
- V. Public Hearing(s)
 - A. Great Southern Wood Virginia, Inc. request to rezone the 4.124 acre property located at 75 State Street, Rocky Mount, Virginia, and known as Franklin County Tax Map and Parcel Number 2070008800 from Industrial Limited District M1 (light manufacturing) to Industrial General District M2 (heavy manufacturing) for the purpose of expanding its wood preserving operations including the addition of kilns.
 - B. Bernard Healthcare Center (also known as Free Clinic of Franklin County, Inc.) and Franklin Plaza, LLC request a waiver from Section 8-2(a) of the Town of Rocky Mount Subdivision Ordinance, with property being located at 1161 Franklin Street, Rocky Mount, Virginia, and known as Franklin County and Parcel Number 2100002200, with property being zoned General Business GB and medical offices are a use-by-right in the district for the purpose of creating a new lot by minor subdivision in the Franklin Plaza (Schewels Furniture).
- VI. Approval of Draft Minutes
 - July 8, 2013 Regular Council Meeting
- VII. Approval of Consent Agenda
 - Miscellaneous Resolutions/Proclamations
 - Draft resolution regarding the Town of Rocky Mount maintaining a governmental §457(b) deferred compensation plan for the exclusive benefit of its employees and beneficiaries in relation to Roth contributions.
 - Draft proclamation regarding the support of “Day to Serve”, an event endorsed by the governor of Virginia.
 - Miscellaneous Action
 - Piedmont Community Services update on special use permit.
 - Departmental Monthly Reports
 - Community Development
 - Finance Department
 - Fire Department
 - Police Department

Rocky Mount Town Council Meeting
August 12, 2013 Agenda - continued

- Public Works Department
- Wastewater Department
- Water Department

VIII. Hearing of Citizens
(none at this time)

IX. Old Business

A. Review and consideration of approval of:

1. Thompson & Litton engineering firm Memorandum of Understanding (MOU) Retainer Agreement between the Town of Rocky Mount and Thompson and Litton regarding preliminary engineering report and design documents required by Virginia Department of Health in relation to the proper disposal of the two Pendleton Street water tanks.
2. Draft "Town of Rocky Mount Supplemental Appropriation Resolution for the Fiscal Year Ending June 30, 2014" in relation to the removal of the two Pendleton Street water tanks and replace them with a valve vault.

B. Update on VML/VaCo finance regarding converting two of Town of Rocky Mount's outstanding bonds to long-term loans to obtain savings for the Town of Rocky Mount.

X. New Business

- A. Review and consideration of approval of 2013-2014 Student Council Association of Franklin County High School request to hold their Homecoming Parade.
- B. Presentation of the 2012 Annual Planning Commission Report
- C. Review and consideration of approval of draft "Town of Rocky Mount Supplemental Appropriation Resolution for the Fiscal Year Ending June 30, 2014" regarding using General Fund contingency funds to cover the repair costs for the 2001 Pierce aerial fire truck.

XI. Committee Reports
(none at this time)

XII. Other Matters, Concerns and Rise 'N Shine Appearances

- A. Referrals to Planning Commission from Rocky Mount Town Council
- B. *Rise 'N Shine* Appearances

XIII. Closed Meeting and Action
(none at this time)

XIV. Adjournment

Copies of the agenda packet are available for review at the Town Clerk's Office located at the Rocky Mount Municipal Building, 345 Donald Avenue, Rocky Mount, Virginia, Monday through Friday, during normal working hours (8 a.m. to 5 p.m.), or by going to Town of Rocky Mount website: www.rockymountva.org.

Notice of intent to comply with Americans With Disabilities Act: Special assistance is available for disabled persons addressing Town Council. Efforts will be made to provide adaptations or accommodations based on individual needs of qualified individuals with disability, provided that reasonable advance notification has been received by the Town Clerk's Office. For assistance, please contact the Town Clerk's Office, Town of Rocky Mount, 345 Donald Avenue, Rocky Mount, Va. 24151, or by calling (540) 483-7660.

Thank you for taking the time to participate in your Town Council meeting. The Mayor and members of Council invite and encourage you to attend whenever possible because good government depends on the interest and involvement of citizens.

ITEM(S) TO BE CONSIDERED UNDER:

- Hearing of Citizens** **Consent Item** **Old Business** **New Business**
 Committee Report **Special Item**

FOR COUNCIL MEETING DATED:	August 12, 2013
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STAFF MAKING REQUEST:	C. James Ervin, Town Manager
BRIEF SUMMARY OF REQUEST:	Under "Special Item", there will be a presentation of the new K-9 units by Rocky Mount Police Department Sergeant Brian Garland and Sergeant Andy Pendleton. This will take place in the parking lot area of the Rocky Mount Municipal Building.
ACTION NEEDED:	None needed.

Attachment(s): No

FOLLOW-UP ACTION: (To be completed by Town Clerk)
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ITEM(S) TO BE CONSIDERED UNDER:

- Hearing of Citizens**
 Consent Item
 Old Business
 New Business
 Committee Report
 Public Hearing
 Other

FOR COUNCIL MEETING DATED:	August 12, 2013
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STAFF MAKING REQUEST:	Matthew C. Hankins, Assistant Town Manager Planning & Zoning Administrator
BRIEF SUMMARY OF REQUEST:	<p>Great Southern Wood Virginia, Inc. is requesting to rezone the 4.124 acre property located at 75 State Street and known as Franklin County Tax Map and Parcel Number 20700-08800 from Industrial Limited District M1 (light manufacturing) to Industrial General District M2 (heavy manufacturing) for the purpose of expanding its wood preserving operations including the addition of kilns.</p> <p>The Planning Commission heard this request during their public hearing held on August 6, 2013, with a unanimous vote recommending that Town Council should rezone Tax Map and Parcel Number 20700-08800 from Light Manufacturing-M1 to General Manufacturing-M2.</p> <p>Attached is the staff report from the Planning and Zoning Administrator.</p>
ACTION NEEDED:	Approval/denial of waiver request.

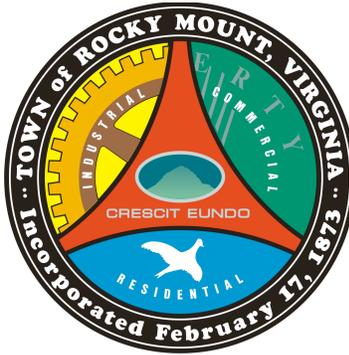
Attachment(s): Yes

<p>FOLLOW-UP ACTION: (To be completed by Town Clerk)</p>
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TOWN OF ROCKY MOUNT
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TOWN COUNCIL
STEVEN C. ANGLE, MAYOR
GREGORY B. WALKER, VICE MAYOR

BOBBY M. CUNDIFF P. ANN LOVE
JERRY W. GREER, SR. BOBBY L. MOYER
BILLIE W. STOCKTON

PATRICK N. RUST
Town Planner
Code Inspector/GIS Technician

MEMORANDUM

To: Mayor Angle & Town Council
C. James Ervin, Town Manager

From: Matthew C. Hankins, Planning & Zoning Administrator

Date: July 25, 2013

Re: Great Southern Wood VA, Inc. Rezoning Request

Members of Council:

The Town has received a rezoning request from Great Southern Wood Virginia, Inc. The request is to upzone the 4.124 acre property located at 75 State Street and known as Franklin County Tax Map and Parcel Number 2070008800 from Industrial Limited District M1 (light manufacturing) to Industrial General District M2 (heavy manufacturing).

This rezoning request would accommodate growth in Great Southern Wood - Virginia's wood-preserving operations, which will include the addition of two kilns, which are not uses by right in M1 zoning. The two proposed kilns are side-entry kilns and are approximately the size of tractor-trailer boxes. The testimony from the company at the Planning Commission public hearing last week indicates that the kilns only emit water vapor as steam.

Based on company testimony at the commission's site visit, this expansion will add approximately six full time jobs and additional part-time and temporary staffing jobs at the site.

The property is currently zoned M1. This district is established primarily as an area for wholesale activities, warehouses, and industrial operations of a light nature that will not create serious problems or incompatibility with other land uses. In M1, the presence of noise, smoke, dust, and fumes should be minimal. The property's current use is compatible with the existing zoning and staff has received no complaints nor reviewed any zoning violations on the property.

The requested zoning classification, M2, is established for areas where the principal use of land is for heavy industrial operations, which may create some nuisances such as noise, smoke and dust.

Planning Commission and Town Council heard a similar request in October 2009, in which Ferguson Land and Lumber requested rezoning of a 10-acre parcel on State Street from General Business-GB to M2 for the purpose of expanding its wood-

preserving operations, including the addition of a kiln. Planning Commission recommended approval of the rezoning and it was approved by Town Council.

In reviewing this rezoning request, staff reviewed the following aspects:

- The adjacent and adjoining parcels are mostly zoned M1 for light industrial uses. Though the M2 zoning would allow for heavier uses, it is unlikely that the upzoning would significantly impact the neighboring M1 properties in a material fashion.
- A Residential Business-RB zone is also adjacent to the parcel in question. The residential parcel, however, is across State Street behind a naturally-wooded screening area. The parcel opens onto Byrd Lane.
- The property in question adjoins Norfolk Southern Railroad main and side rails. Is it likely that any additional noise, dust or smoke generated by a more intense use of the property will be any more of a nuisance than those generated by the rail activity?
- If rezoned to M2, the property would exist as a single M2 parcel and would not be contiguous with any other M2 zone. The closest M2 zone is Trinity Packaging which is roughly 1,500 feet away.
- This request is consistent with the current adopted Comprehensive Plan which calls for the property to be used for manufacturing/industrial purposes.
- An additional concern addressed during the Planning Commission meeting was whether, by rezoning, you are creating future problems in the event Great Southern Wood leaves this site. That is a legitimate concern, one which staff believes is tempered by the relatively small size of the lot, but one which you should consider in making your decision.
- During the Planning Commission public hearing, Eric Ferguson represented the company and one of the company representatives spoke to the nature of the kilns. No members of the public spoke either for or against the request.

After due review and based on these considerations, Planning Commission recommends on a unanimous vote that Town Council should rezone Tax Map and Parcel Number 20700-08800 from Light Manufacturing-M1 to General Manufacturing-M2.

Possible motions:

Approval

I move that the Town Council approves rezoning Tax Map Number 20700, Parcel 08800 from M1 to M2.

Denial

I move that the Town Council denies the rezoning request of tax map number 20700, parcel 08800.

ITEM(S) TO BE CONSIDERED UNDER:

- Hearing of Citizens**
 Consent Item
 Old Business
 New Business
 Committee Report
 Public Hearing
 Other

FOR COUNCIL MEETING DATED:	August 12, 2013
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STAFF MAKING REQUEST:	Matthew C. Hankins, Assistant Town Manager Planning & Zoning Administrator
BRIEF SUMMARY OF REQUEST:	<p>Bernard Healthcare Center (also known as Free Clinic of Franklin County, Inc.) and Franklin Plaza, LLC is requesting a waiver from Section 8-2(a) of the Town of Rocky Mount Subdivision Ordinance, which requires that lots provide appropriate sites for buildings and be properly related to topography so that each lot has an acceptable building site with direct access from an improved street. The applicants wish to create a new lot by minor subdivision in the Franklin Plaza (Schewels Furniture), from a portion of Tax Map and Parcel Number 2100002200, located at 1161 Franklin Street. The property is zoned General Business GB, and medical offices are a use-by-right in the district.</p> <p>The Planning Commission heard this request during their public hearing held on August 6, 2013, with a split vote of 5-2 to recommend approval to Town Council.</p> <p>Attached is the staff report from the Planning & Zoning Administrator.</p>
ACTION NEEDED:	Approval/denial of waiver request.

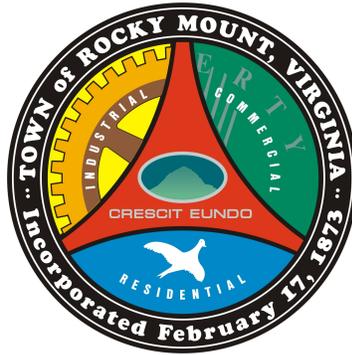
Attachment(s): Yes

<p>FOLLOW-UP ACTION: (To be completed by Town Clerk)</p>
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TOWN COUNCIL
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BILLIE W. STOCKTON

MATTHEW C. HANKINS
Assistant Town Manager
Director, Community Development

MEMORANDUM

To: Mayor Angle & Town Council
C. James Ervin, Town Manager

From: Matthew C. Hankins, Planning & Zoning Administrator

Date: August 8, 2013

Re: Free Clinic Subdivision Waiver Request

Members of Council:

The Town has received a subdivision waiver request from the Bernard Healthcare Center, formerly the Free Clinic of Franklin County, and Franklin Plaza Partners, LLC, which owns the Schewel's Plaza Shopping Center on Franklin Street.

The request is to subdivide a portion of the existing shopping center lot to sell to the Bernard Healthcare Center for the construction of a new medical center to serve the Free Clinic's clients. A subdivision waiver is required because the Town subdivision ordinance, Section 8, requires that lots have direct road frontage. This lot would not have road frontage of its own.

This matter sparked considerable discussion and had several speakers at last week's Public Hearing at Planning Commission.

- Attorney Eric Ferguson, representing the applicants, spoke in favor.
- Dr. Jennifer Braaten of Ferrum College, representing the donor of the \$1 million toward building the new free clinic, spoke in favor. The donor is of an advanced age, and would like to see the new clinic building built while he is still alive. The clinic faces a December deadline to begin construction. Dr. Braaten addressed the public health concerns and the location concerns that factored into the development of this subdivision waiver request, including the accessibility of the site, proximity to pharmacies and proximity to other health and dental care providers.
- Charles Frye, pharmacy manager at Family Pharmacy, spoke in favor of helping the free clinic but expressed significant reservations about the negative impact the new building would have on his drive-through customers, his parking, his building security and the visibility of the business.
- Dr. Charles Burt, DDS, spoke in favor of the free clinic, but again with significant reservations regarding water runoff and the appearance of the Schewel's shopping center lot and property, and he also indicated that the

clinic has not acquired an easement from him which would be necessary for repaving and site work.

- Dean Stone of Stone Engineering, which is planning the project, spoke regarding the water issues, paving and access required, and tried to address the concerns of planning commission, chief among them the water runoff. Mr. Stone indicated that the project will have a 1:1 impact on the water runoff issue; that is, it will not improve the water runoff, but will not make the situation any worse than it is currently.

Planning Commission deliberated a great deal over the impact of the runoff onto the drainage ditch adjacent to the County Government Center property, and asked that I coordinate with Mike Thurman to address the county's concerns over the water issue.

Staff's initial staff report to the Planning Commission recommended passage of this subdivision waiver. Given that some of the original information submitted for this request has changed as the project developed, staff likely would not have given this request a positive recommendation.

Planning Commission split its vote on whether to recommend your approval of this waiver, voting 5-2 to recommend approval. Mr. Greer and Ms. Stockton were the votes against a positive recommendation. Their primary concerns were the impact on adjacent businesses and the impact of the stormwater management issues on adjacent properties, including both Dr. Burt and the Franklin County government center.

In making our current planning decisions, we often look to those decisions which have been made in the recent past. This request is most directly comparable to the Kroger Fuel Center subdivision waiver.

That request subdivided two lots in an existing shopping center, one for the creation and construction of the Kroger Fuel Center and the second for future development and construction. The lots did not have public street frontage, but did have access through a private street, the entrance to the shopping center and its front parcels. It is not directly comparable, however, because the Fuel Center had no significant impact on the stormwater management at the site.

If, in your wisdom, you see fit to allow this subdivision waiver to proceed, we should ensure that we do not create future development or access issues. As part of your deliberations, you should determine whether you wish to require conditions related to access and parking, particularly a requirement that the owners of the shopping center provide permanent access and parking easement.

Staff will attempt to work with the property manager to address the appearance and maintenance issues apparent through this review process.

Possible motions:

Unconditional Approval

I move that Town Council approves the subdivision waiver request allowing the subdivision of a new lot from current tax map number 21000, parcel 02200.

Conditional Approval

I move that Town Council approves the subdivision waiver request allowing the subdivision of a new lot from current tax map number 21000, parcel 02200, with the following conditions:

1. _____
2. _____
3. _____
4. _____
5. _____

Denial

I move that Town Council denies the subdivision waiver request allowing the subdivision of a new lot from current tax map number 21000, parcel 02200.

**ROCKY MOUNT TOWN COUNCIL
REGULAR COUNCIL MEETING
JULY 8, 2013**

The July 8, 2013 regular Council meeting of the Rocky Mount Town Council was held in the Council Chambers of the Rocky Mount Municipal Building located at 345 Donald Avenue, Rocky Mount, Virginia at 7:00 p.m. with Mayor Steven C. Angle presiding. The following members of Council were present:

Vice Mayor Gregory B. Walker and Council Members
Bobby M. Cundiff, Jerry W. Greer, Sr., P. Ann Love, Robert L.
Moyer, and Billie W. Stockton

The meeting was called to order by Mayor Angle.

For the record, the following were present: All members of Town Council as noted, Town Manager C. James Ervin, Assistant Town Manager/Community Development Director Matthew C. Hankins (and Planning & Zoning Administrator), Town Attorney John T. Boitnott, Captain Kenneth Criner (in lieu of Chief of Police David Cundiff), Finance Director Linda Woody, Public Works Director Cecil R. Mason, Town Planner Patrick Rust, Superintendent of Water Department Robert Deitrich, Superintendent of Wastewater Department Timothy Burton, Fire Chief Charles Robertson, and Town Clerk Patricia H. Keatts.

The Mayor led the *Pledge of Allegiance*.

APPROVAL OF AGENDA

Prior to the meeting, Council had received the agenda for review and consideration of approval.

Motion action taken:

Motion was made by Council Member Stockton to approve the agenda as presented, seconded by Council Member Love and carried unanimously by those present.

SPECIAL ITEMS

Let the record show there were no special items to discuss at this time.

PUBLIC HEARING

Let the record show there were no public hearing items to discuss at this time.

APPROVAL OF MINUTES

Prior to the meeting, Council had received for consideration of approval the following draft minutes:

- June 10, 2013 Regular Council Meeting

The Mayor asked if there were any changes to the draft minutes, and there being none, the Mayor entertained a motion.

Motion action taken:

Motion was made by Council Member Love to approve the Council meeting minutes as presented with motion on the floor being seconded by Vice Mayor Walker. There being no discussion, let the record show that the motion on the floor passed unanimously by those present.

APPROVAL OF CONSENT AGENDA

The approval of the *Consent Agenda* consists of approving any miscellaneous resolutions/proclamations, miscellaneous action, departmental monthly reports, and bill list that were submitted prior to the meeting for Council's review and consideration.

- Miscellaneous Resolutions/Proclamations
- Miscellaneous Action
- Departmental Monthly Report
 - Community Development
 - Finance Department
 - Fire Department
 - Police Department
 - Public Works Department
 - Waste Water Department
 - Water Department
- Bill List

There being no comments, the Mayor entertained a motion.

Motion action taken:

Motion was made by Council Member Moyer to approve the draft *Consent Agenda* as presented and seconded by Vice Mayor Walker. There being no discussion, let the record show that the motion on the floor passed unanimously by those present.

HEARING OF CITIZENS

Let the record show that no one had contacted the Town Clerk's Office wishing to come before Council to speak.

At this time, the Mayor opened the floor to anyone wishing to come forward.

Let the record show that no one came forward to speak.

OLD BUSINESS

A. Progress report on The Harvester Performance Center.

- Dialogue: The Assistant Town Manager presented a brief update on the construction of The Harvester Performance Center, which consisted of the following:
- Entire walls have been gutted.
 - Started studding up the walls.
 - Framed-up the stage and risers.
 - Started sprinkler system downstairs.
 - Started working on putting in elevator.
 - A construction fence going will be going up around the property and signs will be posted.

Discussed briefly that Council may want to contact the Assistant Town Manager to do another walk-through soon to see the changes being made to the building.

NEW BUSINESS

A. Request of Assistant Town Manager regarding scheduling a special event at the Farmers' Market.

- Dialogue: The Assistant Town Manager informed Council of the following:
- General Manager (Gary Jackson) is developing some events working up to the opening of the Center to give regional taste of what events can be lined up to be held at the Town's Farmers' Market. With this being the 140th year of the incorporation of the Town of Rocky Mount, it is a good opportunity to draw people to the Town during Labor Day. Several acts have been lined up with some local people. Gates will open at 3:30 p.m. on Labor Day; there will be a birthday cake celebrating the Town's 140th year; and the event will last to around 9:30 p.m. Proposed is a beer garden with precautions set in place to monitor the alcohol, such as: wrists bands; staff being trained to monitor those who will be taking advantage of the beer garden; and police will be there to monitor as well. The Town Attorney, along with the Rocky Mount Police Department, see no prohibition in doing this other than whatever Council has set.

There was discussion regarding the negative affect drinking alcohol would have at the Town-owned Farmers' Market, and what type of example the Town would be portraying in allowing alcohol to be sold on Town-owned premises; plus, staff emphasizing that if Council approved the event with the beer garden being in place, it would be highly monitored.

There being no further comments, the Mayor entertained a motion.

Motion action taken:

Motion was made by Council Member Greer to approve holding the event and to allow the sale of alcohol, with motion on the floor being seconded b Vice Mayor Walker. A roll call vote was taken. Voting in favor of the motion on the floor were Vice Mayor Walker and Council Member Greer. Voting in opposition to the motion on the floor were Council Members Cundiff, Love, Moyer and Stockton. Let the record show the motion failed four to two.

The Mayor then asked if the event could still be held without the sale of alcohol, with the Assistant Town Manager indicating that it could, but more than likely the Town would not make a profit, and further indicated to Council that the event could be held without the approval of Council. The Assistant Town Manager confirmed to Council that it would cost \$3,000 for the musical acts and the Town is looking into having the birthday cake donated, and also the Town could still allow the sale of snacks and drinks.

The Mayor asked what the pleasure of Council was concerning having the event without the sale of alcohol.

Motion action taken:

Motion was made by Council Member Moyer to approve the event without the sale of alcohol, with motion on the floor being seconded by Council Member Stockton. There being no discussion, let the record show that the motion on the floor passed unanimously by those present.

- B. Review and consideration of rescheduling Council's regular October meeting in relation to upcoming Virginia Municipal League Conference.

Dialogue:

The Town Manager came forward stating the following:

- Members of Council in the past have expressed a desire to attend the annual Virginia Municipal League conference, which conflicts with the regular Council meeting during the month of October. If Council shows no interest in attending, there is no need to reschedule the Council meeting; plus, and staff will not attend if no one from Council decides to go.

- The Mayor commented that the October Council meeting will be held as scheduled unless a Council member shows interests in attending.

No action needed.

- C. Request of Franklin County Senior Class of 2014 to hold their fundraiser event “Eagle Pride 5K”.

Dialogue: The Town Manager came before Council stating that the Franklin County Senior Class of 2014 was requesting to hold their annual fundraiser event “Eagle Pride 5K” on Saturday, October 12, 2013, but since their submittal, staff has found out that there is a conflict that they were not aware of after they had submitted the request. In February of 2013, Council had already approved the annual Johnny CASA 5K race for the same date. Discussion ensued regarding the Senior Class submitting another date. The Assistant Town Manager requested Council to approve the race and that staff work out the date with the Rocky Mount Police Department so the Senior Class would not have to come back before Council again regarding this request.

There being no further discussion, the Mayor entertained a motion.

Motion action taken:
Motion was made by Council Member Greer to approve the request as recommended by the Assistant Town Manager, with motion on the floor being seconded by Council Member Love. There being no discussion, let the record show that the motion on the floor passed unanimously by those present.

- D. Rescheduling of special Council meeting for tour of Water Plant.

Council Member Cundiff requested that due to a scheduling conflict, could the special Council meeting to tour the upgrades of the Water Plant be rescheduled.

Consensus action:
It was the consensus of Council to move the scheduled special Council meeting to tour the upgrades to the Water Treatment Plant to Tuesday, August 13, 2013 at 4:00 p.m. Town Clerk confirmed.

COMMITTEE REPORTS

- A. Public Utilities Committee and Streets, Sidewalks & Streetlights Committee joint meeting.

Dialogue:

The Town Manager informed Council that the Public Utilities Committee and Streets, Sidewalks & Streetlights Committee met jointly on June 11, 2013 to consider several issues:

1. Drainage behind Thompson Tire: The residents behind Thompson Tire, residing on Ann Sink Street, have complained for years about the significant amount of water runoff from the Thompson Tire property. Staff recommended that a drainage easement be obtained from Thompson Tire to install a Town funded solution to the problem. The Public Works Director estimates that to extend the Town's storm water facilities to that side of the street, install a drop inlet on the Thompson Tire property, and a curb to direct water to the drop inlet would cost approximately \$25,000, with \$8,500 of the cost being materials and the rest being the use of Town labor and equipment. The Town Manager attempted to work with the owner of the property to address the issue but they are reluctant to work with the Town.

A representative of the investment firm that owns Thompson Tire was present during the committee meeting and discussion ensued relative to the issue. Thompson Tire alleged that the runoff issue was actually related to storm water coming onto their property from Patterson Avenue. The Public Works Director suggested increasing the crown and curb capacity of Patterson Avenue prior to investing in improvements of the Thompson Tire parcel. The committee instructed him to do so and to take the issue up again if that did not improve the situation. Staff did not agree with Thompson Tire's claim that the runoff problem was contributed to be the streets as the engineer's report indicated that the observable runoff was originating on the property.

The committee requested no action be taken by Council at this time and that the issue will be brought up again once improvements to Patterson Avenue are complete.

2. Paving at Jubal's Retreat: Staff had previously released the performance bond for Jubal's Retreat in error (by a previous Town Planner) and the Town has no recourse to force the developer to do the final paving. There is a concern that without finishing the development, the complex will be a net negative for the North Main corridor. The Town Manager and Town Attorney have met with the developer and staff proposed that the Town pave the parking lot and either put a lien on the property or enter into a payment plan with the developer. The developer is in agreement with the concept. The Public Works Developer

reports that it will take \$3,000 to get the area ready for paving and \$43,000 to pave the lot as part of the Town's street paving bid. The committee wanted final pricing figures, which were not available at the committee meeting.

Action requested: Should staff develop an agreement with the owners of the development to allow this project to be included in the Town's paving bid?

There was discussion with Council regarding the best way to handle this situation, and concerns if the Town had to put a lien against the property. The Town Attorney explained how putting a lien on the property would work. Also discussed that the residents were promised quality work. Mentioned also was for staff to get three bids from individual paving companies before allowing the project to be included in the Town's paving bid process.

Consensus Action:

The Town Manager confirmed that staff would get three bids from individual paving contractors, and if that does not work, will roll the project into the Town's paving project.

3. Customers wishing to downsize their water meters: The Town has a few residences and businesses that have larger than 5/8 inch meters and have contacted the Town to have a small meter put in, or the surcharge waived as they did not request the larger meter. The Town's Finance Department and Public Works Department staff have met to consider options for these customers. Staff proposed that for residents with a larger meter due to a need to supply sufficient flow in higher elevations that the surcharge be waived. Staff also proposes that a meter reduction be offered to the few businesses that have asked for it for a flat fee of \$500.

Committee recommended these rules with the stipulation that the meter swap out, or downsize program only be offered for six months.

Action requested: Adopt the waiver of capital recovery charges for residential meters and the meter reduction service as part of the Town's Utility Program, and to guide staff on the issue of should the residential change be retroactive.

Council Member Cundiff thanked the Superintendent of the Water Treatment Plant for getting the numbers better and

for their hard work. The Superintendent of the Water Plant thanked Council Member Cundiff for his comments. Council Member Cundiff also thanked the Superintendent of the Wastewater Treatment Plant.

There being no further discussion, the Mayor entertained a motion.

Motion action taken:

Motion was made by Council Member Cundiff to approve the recommendation of the Public Utilities Committee and Streets, Sidewalks & Streetlight Committee, with motion on the floor being seconded by Council Member Love. There being no discussion, let the record show that motion on the floor passed unanimously by those present.

OTHER MATTERS, CONCERNS AND RISE 'N SHINE APPEARANCES

- A. Referrals to Planning Commission from Town Council: let the record show there were none.
- B. *Rise 'N Shine* Appearances: The Town Manager appeared on the show this morning with host Richard Shoemaker.

COUNCIL CONCERNS

Let the record show there were no Council concerns at this time.

CLOSED MEETING

Let the record show there were no *Closed Meeting* items at this time.

ADJOURNMENT

At 7:50 p.m., motion was made by Council Member Moyer to adjourn, seconded by Council Member Greer and carried unanimously by those present.

Steven C. Angle, Mayor

ATTEST:

Patricia H. Keatts/Town Clerk

/phk

ITEM(S) TO BE CONSIDERED UNDER:

- Hearing of Citizens
 Consent Item
 Old Business
 New Business
 Committee Report
 Other

FOR COUNCIL MEETING DATED:	August 12, 2013
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STAFF MAKING REQUEST:	C. James Ervin, Town Manager
BRIEF SUMMARY OF REQUEST:	<p>Review and consideration of approving a draft resolution regarding the Town of Rocky Mount maintaining a governmental §457(b) deferred compensation plan for the exclusive benefit of its employees and beneficiaries in relation to Roth contributions.</p> <p>This is a new benefit that is available to Town employees that requires that a resolution be approved by the governing body.</p>
ACTION NEEDED:	Approved as part of the consent agenda.

Attachment(s): Yes

FOLLOW-UP ACTION: (To be completed by Town Clerk)
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**RESOLUTION
BY THE
ROCKY MOUNT TOWN COUNCIL**

The undersigned authorized representative of the Town of Rocky Mount (hereinafter, the "Employer") hereby certifies that the following resolutions were duly adopted by the Employer's governing body, and that such resolutions have not been modified or rescinded as of the date hereof:

WHEREAS, the Employer maintains a governmental §457(b) deferred compensation plan (hereinafter the "Plan") for the exclusive benefit of its employees and beneficiaries; and

WHEREAS, the Employer retained the right at any time to amend the Plan, subject to certain terms and conditions set forth; and

WHEREAS, the Employer desires to add a designated Roth contribution feature to the plan.

NOW, THEREFORE, BE IT RESOLVED that the Plan is hereby modified, effective August 12, 2013, to add a Roth contribution provision subject to the requirements set forth in the Act.

RESOLVED FURTHER, that the distribution requirements set forth in the Plan shall remain in effect; and

RESOLVED FURTHER, that a duly authorized officer of the Employer shall execute the appropriate amendment or restatement of the Plan, as applicable, within the time period prescribed by the Internal Revenue Service, to properly reflect the Employer's adoption of these new provisions; and

RESOLVED FURTHER, that the appropriate representatives of the Employer be, and the same hereby are, authorized and directed to take any and all further action necessary, including the execution and delivery of documents and instruments, as such representatives deem necessary or desirable in their sole discretion to carry out the above resolutions.

Adopted in the Town of Rocky Mount, Virginia this 12th day of August 2013.

Given under my hand this 12th day of August 2013.

Steven C. Angle, Mayor

ATTEST:

Patricia H. Keatts, Town Clerk

ITEM(S) TO BE CONSIDERED UNDER:

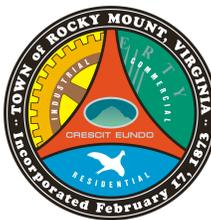
- Hearing of Citizens** **Consent Item** **Old Business** **New Business**
 Committee Report **Other**

FOR COUNCIL MEETING DATED:	August 12, 2013
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STAFF MAKING REQUEST:	C. James Ervin, Town Manager
BRIEF SUMMARY OF REQUEST:	Review and consideration of approval of draft a proclamation by the Rocky Mount Town Council in support of "Day to Serve", an event endorsed by the governor of Virginia
ACTION NEEDED:	Approved as part of the consent agenda.

Attachment(s): Yes

FOLLOW-UP ACTION: (To be completed by Town Clerk)
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**PROCLAMATION
BY THE
ROCKY MOUNT TOWN COUNCIL**

WHEREAS, the governors of Virginia, Maryland and West Virginia and the mayor of Washington, D.C., have come together to support “Day to Serve; and

WHEREAS, “Day to Serve” is a unique event that has inspired a diverse group of people of our larger region to set aside their political, religious and cultural differences to strengthen our collective communities by coming together to “feed the hungry, protect and enhance the environment, as well as strengthening our communities”; and

WHEREAS, the governor of Virginia has issued a proclamation encouraging all citizens of Virginia to participate in a day of service between September 15-29, 2013; and

WHEREAS, since the “Day to Serve” in 2012, this remarkable and unprecedented event swept from the state capital to local churches, schools, neighborhoods and families and resulted in over 750 community events with more than 14,000 volunteers, culminating in 26,000 hours of service rendered, resulting in over 600,000 pounds of food being donated to local banks; and

WHEREAS, these events also helped to improve the environment through planting trees, cleaning up parks and streams, and “adopt a road” campaigns; and

WHEREAS, the governor of Virginia has requested Virginians redouble our efforts for 2013.

THEREFORE BE IT RESOLVED, that the Town of Rocky Mount supports the governor on this observance to call up all faith based organizations, community organizations, and residents to participate in “Day to Serve” in the communities.

Adopted in the Town of Rocky Mount, Virginia this 12th day of August 2013.

Given under my hand this 12th day of August 2013.

Steven C. Angle, Mayor

ATTEST:

Patricia H. Keatts, Town Clerk

ITEM(S) TO BE CONSIDERED UNDER:

- Hearing of Citizens Consent Item Old Business New Business
 Committee Report Other

FOR COUNCIL MEETING DATED:	August 12, 2013
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STAFF MAKING REQUEST:	Matthew C. Hankins, Assistant Town Manager
BRIEF SUMMARY OF REQUEST:	<p>A special use permit was granted to Piedmont Community Services to provide on-site client services at their 50 West Church Street location in Rocky Mount in May 2012. They were asked to report back to the Town after six months of operation. A letter has been received from Mr. James Tobin, Executive Director of Piedmont Community Services, giving an update, which is attached. The letter was presented to the Planning Commission during their June 2013 meeting, with the Assistant Town Manager noting that there has been no complaints associated with the Piedmont Community Services operations at 50 West Church Street, and there is no reason for further action at this time.</p> <p>The Planning Commission discussed that Piedmont Community Services can be asked to submit regular reports on a six-month basis; they are easy to work with and very good about complying with requests; there has been no mention of expanding their services; and they currently use the same facility for office space, with them not asking for an expansion of client services.</p>
ACTION NEEDED:	For informational purposes only – no action needed.

Attachment(s): Yes

FOLLOW-UP ACTION: (To be completed by Town Clerk)
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April 29, 2013

Stacy Sink, Deputy Clerk
Town of Rocky Mount
345 Donald Avenue
Rocky Mount, VA 24151

Dear Ms. Sink:

I am responding to your letter of March 22 regarding the Special Use Permit for 50 West Church Street, Rocky Mount. The permit stipulated that a follow up report be provided after six months of operation. The following is a brief summary of the services and activities that Piedmont CSB has provided to our clients receiving Mental Health Support Services.

This facility has afforded numerous opportunities to assist our clients in daily activities and skill development. We have utilized this location to teach home making skills such as doing laundry, cooking and cleaning. There have been social events such as a Valentine party, movies and popcorn days and group skills trainings. The social activities at this location are generally held once a month. The three staff members have provided all of the transportation for our clients. This has eliminated any congestion in the parking areas due to the program activities. Except for our social events, we average having two clients per day at the Church Street location. All program activities are completed before 5:00 p.m. and clients are transported home by staff.

We would like to thank you for allowing us to incorporate this property into our system of care for Mental Health Support Services. The use of this home has expanded our program and allows us to assist our clients in ways that have not been available before.

We are aware of no problems at this location.

If you have any further questions, please contact me at 276-632-7128. Thank you again.

Respectfully submitted,

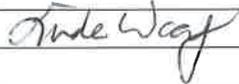


James M. Tobin
Executive Director

Cc: Terri Crews, LCSW, Clinical Manager
Bill Cook, Clinical Director
Board Members: Peggy Woody
Tillie Thompson
Charles Wagner
Justin Sigmon
Kay Potter

JMT/rhl

MONTHLY STAFF REPORT

DATE:	August 5, 2013
TO:	Rocky Mount Town Council
FROM:	Linda Woody, Finance Director 
DEPARTMENT:	Finance Department
MONTH:	August

This report contains the following monthly information for July 2013 activity:

New businesses obtaining a business license during the month

Investment portfolio from the latest bank statement

Revenue comparisons from this fiscal year to last fiscal year

Meals tax collections chart

Local sales tax collections chart

Expenditure comparisons from this fiscal year to last fiscal year

Available contingency funds status

Project expenses for the Performance Venue

Utility billing profiles on customers and consumption

Water Customer Cut-off's chart

Water accountability reconciliation of finished water gallons pumped vs. metered water gallons consumed

Utility profiles on water production and wastewater flow

Customer flow for the Finance Department:

623 walk-in transactions

692 drive-thru transactions

1423 mail transactions

**TOWN OF ROCKY MOUNT
NEW BUSINESS LICENSES
DURING JULY 2013**

The following new businesses obtained their business licenses during the month:

Contractor:

Creekwood Commercial LLC, renovations 400 Old Franklin Tnpk
Greene Environmental, Bunny Ridge Ln., tank removal and cleanup

Repairs / Personal Services:

Herron Counseling, 95 Maple, outpatient counseling

TOWN OF ROCKY MOUNT
Investment Portfolio
at June 30, 2013

<u>Security</u>	<u>Call Date</u>	<u>Maturity Date</u>	<u>Bond</u>	<u>Market Price</u>	<u>Market Value</u>	<u>Market Yield</u>	<u>Yield to Maturity</u>	<u>Cusip Number</u>	<u>Estimated Annual Interest</u>
Fixed Income / Bonds:									
FNMA	12/26/2013	12/26/2017	500,000	97.660	488,300.00	1.02%	1.00%	3135G0SJ3	5,000.00
FNMA	9/27/2013	9/27/2017	255,000	98.950	252,322.50	0.70%	0.70%	313G0E64	1,785.00
Bond Totals			<u>755,000</u>		<u>740,622.50</u>	0.86% avg. return			<u>6,785.00</u>
Certificates of Deposits:									
Ally Bank Midvale UT		12/23/2013	245,000	100.262	245,641.90	1.09%	1.10%	02005QYE7	2,695.00
Am Express Centurion		11/17/2015	225,000	101.981	229,457.25	1.71%	1.75%	02587DGX0	3,937.50
Bank Baroda NY		11/12/2013	245,000	99.906	244,769.70	0.25%	0.25%	060624C27	612.50
Bank Hampton Rds. VA		9/27/2017	245,000	100.320	245,784.00	0.99%	1.00%	062492BH5	2,450.00
Bank of China NY		11/1/2013	249,000	99.900	248,751.00	0.20%	0.20%	06426NS78	498.00
Beal BK USA, NV		2/12/2014	225,000	99.779	224,502.75	0.20%	0.20%	07370VF60	450.00
CIT BK Salt Lake UT		10/13/2016	190,000	98.807	187,733.30	1.01%	1.00%	17284CBJ2	1,900.00
Com Bk Harrogate TN		8/25/2016	245,000	100.068	245,166.60	0.99%	1.00%	20143PCV0	2,450.00
Compass Bk Birmingham		12/29/2014	230,000	100.443	231,018.90	0.99%	1.00%	20451PAC0	2,300.00
Discover Bk Greenwood		9/15/2014	245,000	100.737	246,805.65	1.29%	1.30%	254670W40	3,185.00
Essa BK Stroudsburg PA		11/30/2016	245,000	100.471	246,153.95	0.99%	1.00%	29667RGE7	2,450.00
Fifth Third BK OH		11/1/2013	249,000	99.883	248,708.67	0.15%	0.15%	316777LS8	373.50
Flushing Savings NY		7/27/2016	248,000	100.502	249,244.96	0.99%	1.00%	344030ES6	2,480.00
GE Bk Draper Utah		9/30/2014	245,000	100.769	246,884.05	1.38%	1.40%	36159C3F1	3,430.00
GE Cap Fin'l Retail		12/29/2016	245,000	102.031	249,975.95	2.05%	2.10%	36160YMM4	5,145.00
Goldman Sachs NYC		11/3/2014	245,000	100.969	247,374.05	1.48%	1.50%	38143AAP0	3,675.00
Investors BK, NJ		2/24/2014	249,000	99.795	248,489.55	0.25%	0.25%	46176PCA1	622.50
Natl Rep Chicago CTF		1/25/2016	245,000	101.861	249,559.45	0.98%	1.00%	63736QRT0	2,450.00
Safra Nat'l NY NY		2/9/2015	245,000	100.873	247,138.85	0.74%	0.74%	786580YW4	1,837.50
Security Bk Aiken SC		7/27/2016	245,000	100.102	245,249.90	1.24%	1.24%	81423LAV4	3,062.50
Sovereign BK Willington DE		9/26/2020	245,000	100.271	245,663.95	0.74%	0.75%	84603M2V7	1,837.50
State Bk India Chicago IL		7/25/2017	230,000	100.898	232,065.40	1.53%	1.55%	856283TL0	3,565.00
CD Totals			<u>5,280,000</u>		<u>5,306,139.78</u>	0.97% avg. return			<u>51,406.50</u>
Total Investments			<u>6,035,000</u>		<u>6,046,762.28</u>	0.96% avg. return			<u>58,191.50</u>

<u>Month</u>	<u>LGIP</u>	<u>Effective</u>
	<u>Balance</u>	<u>Yield</u>
Jun-12	1,133,569.65	0.16%
Jul-12	1,180,074.35	0.17%
Aug-12	951,766.24	0.19%
Sep-12	1,419,073.79	0.19%
Oct-12	1,142,816.07	0.20%
Nov-12	1,178,741.89	0.19%
Dec-12	1,044,873.62	0.18%
Jan-13	712,455.65	0.15%
Feb-13	729,928.66	0.15%
Mar-13	1,080,214.00	0.15%
Apr-13	1,097,140.45	0.15%
May-13	1,114,780.62	0.15%
Jun-13	1,462,419.95	0.10%

**TOWN OF ROCKY MOUNT
REVENUE COMPARISONS
AS OF JULY 31, 2013**

REVENUE SOURCE	MONTH		YEAR TO DATE		BUDGET	% OF
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	BUDGET THIS YEAR
GENERAL FUND - Local Revenues:						
Real Estate Tax	536	1,867	536	1,867	585,792	0.09%
Public Service Tax	-	-	-	-	27,135	0.00%
Personal Property Tax	202	1,143	202	1,143	173,526	0.12%
Machinery & Tools Tax	-	-	-	-	105,141	0.00%
Penalties on Tax	94	272	94	272	2,500	3.76%
Interest on Tax	-	326	-	326	1,000	0.00%
Local Sales Tax	14,087	15,307	14,087	15,307	170,730	8.25%
Meals Tax	110,701	98,258	110,701	98,258	1,150,449	9.62%
Utility Tax	25,257	27,005	25,257	27,005	324,563	7.78%
Communications Tax	15,341	16,595	15,341	16,595	202,512	7.58%
Decals	1,265	1,490	1,265	1,490	78,597	1.61%
Bank Stock Tax	-	-	-	-	229,064	0.00%
Penalty-Meals Tax	87	107	87	107	1,750	4.97%
Interest-Meals Tax	1,223	1	1,223	1	500	244.57%
Lodging Tax	8,332	8,147	8,332	8,147	97,681	8.53%
Cigarette Tax	7,466	5,995	7,466	5,995	99,094	7.53%
BPOL-Retail	11,965	3,705	11,965	3,705	303,831	3.94%
BPOL-Professional	7,155	9,312	7,155	9,312	137,670	5.20%
BPOL-Contractor	2,862	-	2,862	-	12,000	23.85%
BPOL-Repairs/Services	510	1,807	510	1,807	115,059	0.44%
BPOL-Alcoholic Beverages	-	-	-	-	800	0.00%
BPOL-Penalty/Interest	2,211	901	2,211	901	1,200	184.25%
BPOL-Amusement	-	-	-	-	200	0.00%
BPOL-Utility	-	-	-	-	11,400	0.00%
BPOL-Miscellaneous	-	413	-	413	2,800	0.00%
Solicitor Permits	-	-	-	-	-	0.00%
Farmer's Market Fees	40	200	40	200	2,600	1.54%
Welcome Center Fees	120	545	120	545	3,000	4.00%
Planning/Zoning Fees	3,249	160	3,249	160	6,200	52.40%
Court Fines	4,697	4,441	4,697	4,441	31,088	15.11%
Parking Fines	45	-	45	-	200	22.50%
Interest Earnings	3,000	5,719	3,000	5,719	56,624	5.30%
Return Check Fees	40	140	40	140	700	5.71%
Rental of Property	-	-	-	-	420	0.00%
Mortgage Payments	512	256	512	256	-	0.00%
Sale of Materials	-	-	-	-	-	0.00%
Sale of Property	-	660	-	660	-	0.00%
Bond Proceeds	-	-	-	-	-	0.00%
Grave Preparation	-	-	-	-	1,500	0.00%
Security Services	-	-	-	-	4,000	0.00%
Passport Service Fees	906	734	906	734	10,800	8.39%
Police Reports	201	198	201	198	1,200	16.75%
Garbage Collection Fees	9,389	7,536	9,389	7,536	109,989	8.54%
Truck Rental Program	-	-	-	-	100	0.00%
Miscellaneous Services	23	492	23	492	350	6.56%
Transfer from Utility Fund	-	-	-	-	426,426	0.00%
Donations	-	17	-	17	-	0.00%
Merchandise Sales	3	16	3	16	200	1.50%
Miscellaneous	538	467	538	467	300	179.25%
Curb & Gutter Recoveries	-	-	-	-	-	0.00%
Recoveries	1,656	526	1,656	526	1,000	165.59%
Bond Proceeds	-	-	-	-	-	0.00%
Appropriated Fund Balance	-	-	-	-	2,731,293	0.00%
Total Local Revenues	233,710	214,758	233,710	214,758	7,222,984	3.24%

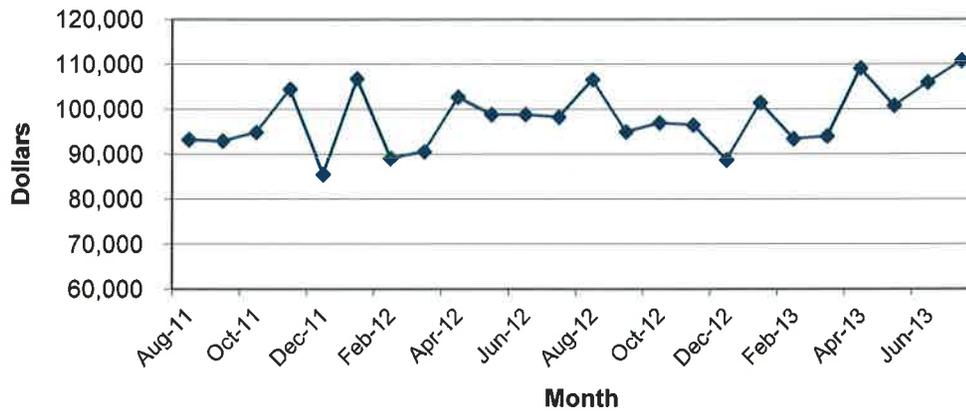
**TOWN OF ROCKY MOUNT
REVENUE COMPARISONS
AS OF JULY 31, 2013**

REVENUE SOURCE	MONTH		YEAR TO DATE		BUDGET	% OF
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	BUDGET THIS YEAR
GENERAL FUND - State Revenues:						
Rolling Stock Tax	-	-	-	-	3,000	0.00%
Litter Tax	-	-	-	-	2,100	0.00%
Other Categorical Aid	-	-	-	-	-	0.00%
Fire Programs	-	-	-	-	12,000	0.00%
PPTRA from the State	-	-	-	-	53,861	0.00%
School Resource Officers	-	-	-	-	-	0.00%
DMV / 402 Grant	-	-	-	-	-	0.00%
Local Law Enforcement	-	-	-	-	4,200	0.00%
DMV Mini Grants	-	-	-	-	-	0.00%
Street Maintenance	-	-	-	-	1,238,082	0.00%
Volunteer Fire Dept.	7,500	7,500	7,500	7,500	30,000	25.00%
Law Enforcement-599 Funds	-	-	-	-	108,460	0.00%
Police Grants	-	-	-	-	-	0.00%
Va. Commission of the Arts Grant	-	-	-	-	-	0.00%
Other Categorical Aid-Schools	-	-	-	-	29,632	0.00%
Total State Revenues	7,500	7,500	7,500	7,500	1,481,335	0.51%
TOTAL GENERAL FUND REVENUES	241,210	222,258	241,210	222,258	8,704,319	2.77%
UTILITY FUND REVENUES:						
Water Sales	88,168	95,897	88,168	95,897	1,477,728	5.97%
gallons billed	18,435,075	21,882,213	18,435,075	21,882,213		
Water Connections	-	77,000	-	77,000	20,025	0.00%
Reconnect Fees	800	210	800	210	3,000	26.67%
Penalties	1,718	1,640	1,718	1,640	20,000	8.59%
Bulk Water Purchases	540	42	540	42	2,300	23.47%
Health Dept.	-	-	-	-	-	0.00%
Sewer Collection Charges	51,664	55,005	51,664	55,005	949,284	5.44%
gallons billed	13,704,913	15,510,357	13,704,913	15,510,357		
Sewer Connections	-	77,000	-	77,000	13,500	0.00%
Cell Tower Rent	5,668	5,632	5,668	5,632	46,349	12.23%
Recoveries	-	-	-	-	2,000	0.00%
Bond Proceeds	-	-	-	-	-	0.00%
Meals Tax Transfer	-	-	-	-	514,278	0.00%
Appropriated Fund Balance	-	-	-	-	741,800	0.00%
TOTAL UTILITY FUND REVENUES	148,558	312,426	148,558	312,426	3,790,264	3.92%
CAPITAL PROJECTS REVENUES:						
Uptown Loan Repayments	405	930	405	930	-	0.00%
CBDG Grant	-	-	-	-	-	0.00%
TEA-21 Grant	-	-	-	-	-	0.00%
Tobacco Grant	-	-	-	-	500,000	0.00%
Private Foundations / Grants	-	-	-	-	200,000	0.00%
Historic Tax Credits	-	-	-	-	1,000,000	0.00%
Bonds / Loans	-	-	-	-	-	0.00%
Transfers from General Fund	-	-	-	-	800,000	0.00%
Appropriated Fund Balance	-	-	-	-	-	0.00%
TOTAL CAPITAL PROJECTS REVENUES	405	930	405	930	2,500,000	0.02%

**TOWN OF ROCKY MOUNT
MEALS TAX COLLECTIONS**

Month	Collections
Aug-11	93,225
Sep-11	92,951
Oct-11	94,896
Nov-11	104,455
Dec-11	85,579
Jan-12	106,760
Feb-12	89,118
Mar-12	90,554
Apr-12	102,709
May-12	98,822
Jun-12	98,811
Jul-12	98,258
Aug-12	106,556
Sep-12	94,971
Oct-12	96,938
Nov-12	96,452
Dec-12	88,770
Jan-13	101,446
Feb-13	93,419
Mar-13	93,992
Apr-13	109,083
May-13	100,779
Jun-13	105,948
Jul-13	110,701

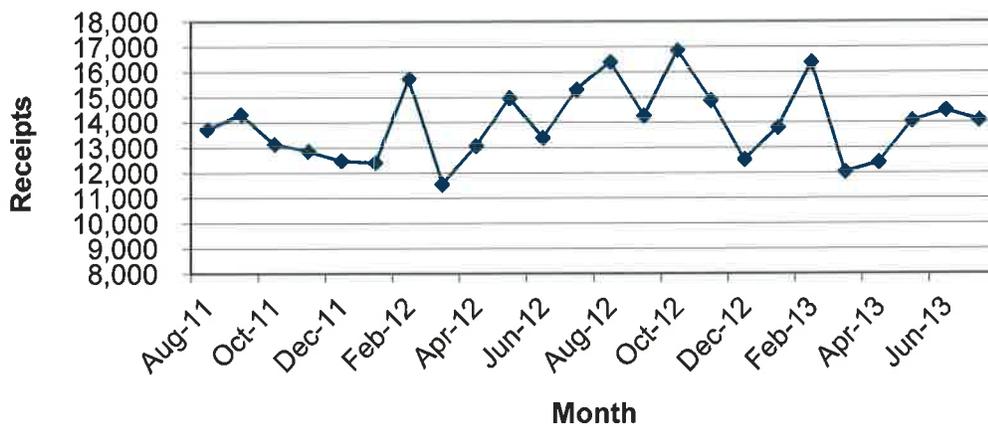
Meals Tax Collections



Town of Rocky Mount
Local Sales Tax

Aug-11	13,747
Sep-11	14,327
Oct-11	13,146
Nov-11	12,878
Dec-11	12,496
Jan-12	12,419
Feb-12	15,736
Mar-12	11,573
Apr-12	13,086
May-12	14,974
Jun-12	13,404
Jul-12	15,307
Aug-12	16,412
Sep-12	14,269
Oct-12	16,860
Nov-12	14,877
Dec-12	12,543
Jan-13	13,810
Feb-13	16,378
Mar-13	12,044
Apr-13	12,428
May-13	14,068
Jun-13	14,480
Jul-13	14,087

Local Sales Tax



**TOWN OF ROCKY MOUNT
EXPENDITURE COMPARISONS
AS OF JULY 31, 2013**

ACTIVITY	MONTH		YEAR TO DATE		BUDGET	% OF
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	BUDGET THIS YEAR
GENERAL FUND:						
Mayor & Council	14,211	13,597	14,211	13,597	86,103	16.50%
Town Manager	16,918	22,562	16,918	22,562	200,890	8.42%
Town Attorney	-	-	-	-	41,250	0.00%
Finance Department	53,454	33,763	53,454	33,763	332,531	16.07%
Electorial Board	-	-	-	-	3,500	0.00%
Police Department	171,571	167,259	171,571	167,259	1,756,207	9.77%
Volunteer Fire Dept.	17,824	15,309	17,824	15,309	111,540	15.98%
Public Works Admin.	1,311	2,144	1,311	2,144	20,429	6.42%
Street Lights	8,159	258	8,159	258	112,454	7.26%
Traffic Control & Parking	2,087	1,995	2,087	1,995	123,033	1.70%
Streets	40,258	83,632	40,258	83,632	1,016,118	3.96%
Sidewalks & Curbs	445	734	445	734	16,163	2.75%
Grassy Hill Guardrails	1,925	-	1,925	-	61,624	3.12%
40 East Sidewalks/Crosswalks	865	-	865	-	160,198	0.54%
Street Cleaning	610	1,767	610	1,767	19,217	3.18%
Refuse Collection	10,631	21,334	10,631	21,334	156,020	6.81%
Snow Removal	-	489	-	489	22,508	0.00%
Municipal Building	5,361	3,853	5,361	3,853	65,800	8.15%
Emergency Services Bldg.	10,911	5,039	10,911	5,039	64,450	16.93%
Public Works Building	6,926	1,703	6,926	1,703	13,830	50.08%
Cemetery	1,814	2,385	1,814	2,385	15,483	11.72%
Playgrounds	2,589	2,560	2,589	2,560	77,089	3.36%
Veterans Memorial Park erosion	2,259	-	2,259	-	26,251	8.61%
Pigg River Dam Safety	-	-	-	-	29,105	0.00%
Planning & Zoning	8,172	16,325	8,172	16,325	123,552	6.61%
Community Development	12,319	16,895	12,319	16,895	193,516	6.37%
Citizen's Square	1,868	7,408	1,868	7,408	13,523	13.82%
Hospitality Center	2,133	1,893	2,133	1,893	34,754	6.14%
Passport Services Expenses	36	34	36	34	2,360	1.53%
Performing Arts Venue	-	41	-	41	-	0.00%
Economic Development Authority	-	-	-	-	11,505	0.00%
Remediation of Blighted Structures	-	-	-	-	20,000	0.00%
Non-Departmental:						
Wages & Fringes	8,274	1,637	8,274	1,637	91,068	9.08%
Employee Wellness Program	-	-	-	-	1,750	0.00%
Employee Drug Testing	-	192	-	192	1,055	0.00%
Insurance	-	65,093	-	65,093	75,508	0.00%
Contributions to Others	21,750	22,500	21,750	22,500	22,500	96.67%
Debt Service-Principal	-	-	-	-	192,000	0.00%
Debt Service-Interest	53,410	56,484	53,410	56,484	106,829	50.00%
Transfer to Utility Fund	-	-	-	-	514,278	0.00%
Transfer to Capital Proj. Fund	-	-	-	-	2,575,000	0.00%
Transfer to Performance Operations	-	-	-	-	30,169	0.00%
Contingency	-	-	-	-	50,000	0.00%
Contingency - to reimburse fund balance	-	-	-	-	113,159	0.00%
TOTAL GENERAL FUND EXPENDITURES	478,091	568,885	478,091	568,885	8,704,319	5.49%

TOWN OF ROCKY MOUNT
CONTINGENCY FUNDS
FISCAL YEAR 2014

	<u>GENERAL FUND</u>	<u>UTILITY FUND</u>
BUDGETED CONTINGENCY	50,000	50,000
COMMITTED:		
Aerial Fire Truck Repairs (tentative 8-12-13)	(14,000)	
Removal of Pendleton water tanks (tentative 8-12-13)		(23,000)
AVAILABLE CONTINGENCY FUND BALANCE	<u>36,000</u>	<u>27,000</u>
Available / (overexpended)		

TOWN OF ROCKY MOUNT			
PERFORMANCE VENUE (01.8108)			
VENUE RENOVATIONS (04.8123)			
PROJECT TO DATE EXPENSES			
(EXCLUDING BUILDING PURCHASE)			
		This Month	Project to Date
Building Purchase		-	248,922.30
Renovations		44,365.00	74,575.00
Operations:			
Wages & Fringes		6,421.15	13,834.29
Design		-	121,009.59
Advertising		-	2,985.60
Miscellaneous		-	10,942.66
Utilities		80.36	1,121.21
Totals		6,501.51	149,893.35

TOWN OF ROCKY MOUNT
UTILITY BILLING
WATER CONSUMPTION PERCENTAGES
FOR THE MONTH OF JULY 2013

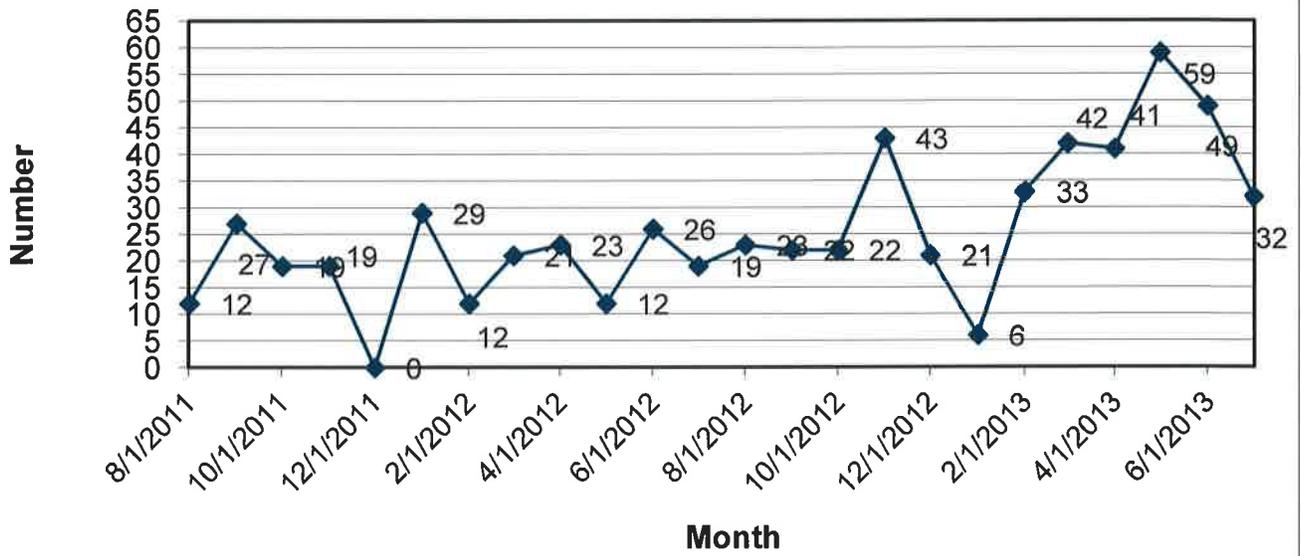
	TOTAL METERS	TOTAL GALLONS	TOTAL REVENUES	% METERS	% GALLONS	% REVENUES
IN-TOWN CUSTOMERS						
RESIDENTIAL	1,753	6,403,800	\$ 32,087	61%	35%	33%
COMMERCIAL	340	5,111,870	\$ 21,403	12%	28%	22%
INDUSTRIAL	48	3,622,705	\$ 12,497	2%	20%	13%
TOTAL	<u>2,141</u>	<u>15,138,375</u>	<u>\$ 65,987</u>	<u>75%</u>	<u>82%</u>	<u>68%</u>
OUT-OF-TOWN CUSTOMERS						
RESIDENTIAL	655	2,112,380	\$ 21,897	23%	11%	23%
COMMERCIAL	64	1,177,020	\$ 9,017	2%	6%	9%
INDUSTRIAL	2	7,300	\$ 70	0%	0%	0%
TOTAL	<u>721</u>	<u>3,296,700</u>	<u>\$ 30,984</u>	<u>25%</u>	<u>18%</u>	<u>32%</u>
				100%	100%	100%
GRAND TOTAL (ALL CUSTOMERS)						
RESIDENTIAL	2,408	8,516,180	\$ 53,984	84%	46%	56%
COMMERCIAL	404	6,288,890	\$ 30,420	14%	34%	31%
INDUSTRIAL	50	3,630,005	\$ 12,567	2%	20%	13%
TOTAL	<u>2,862</u>	<u>18,435,075</u>	<u>\$ 96,971</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>

TOWN OF ROCKY MOUNT
 UTILITY BILLING
 PERCENT CONSUMPTION & PERCENT REVENUE
 PER CUSTOMER CLASS
 FISCAL YEAR 2014

Month	In Town								Out of Town							
	Residential		Commercial		Industrial		Total		Residential		Commercial		Industrial		Total	
	% Gal.	% Rev.	% Gal.	% Rev.	% Gal.	% Rev.	% Gal.	% Rev.	% Gal.	% Rev.	% Gal.	% Rev.	% Gal.	% Rev.	% Gal.	% Rev.
Jul-13	35%	33%	28%	22%	20%	13%	82%	68%	11%	23%	6%	9%	0%	0%	18%	32%
Aug-13																
Sep-13																
Oct-13																
Nov-13																
Dec-13																
Jan-14																
Feb-14																
Mar-14																
Apr-14																
May-14																
Jun-14																
Average	35%	33%	28%	22%	20%	13%	82%	68%	11%	23%	6%	9%	0%	0%	18%	32%

***NOTE: The above chart shows the breakdown of in-town customer gallons and revenues vs. out-of-town. It also breaks those gallons & revenues into residential, commercial, and industrial customers for FY 2014 (year ended 6/30/14).

Number of Water Cut-off's



TOWN OF ROCKY MOUNT
WATER ACCOUNTABILITY
June-13

Water Plant Finished Water Pumped		<u>24,250,000</u>
Water Consumption Billed	18,435,075	
Meters Read and Not Billed	970,760	
Water Obtained from Water Plant (to bill)	10,000	
Water Obtained from Public Works Hydrant (to bill)	-	
Flusing Water Lines Reported to WTP or PW	40,000	
Flow Meter Checks at Hydrants	-	
Drained from Pendleton tank for painting of tank	-	
Filling Water Tanks - Pendleton	-	
Grand Total of Water Metered / Consumed / Tracked		<u>19,455,835</u>
Percent Finished Water Accounted		80.23%

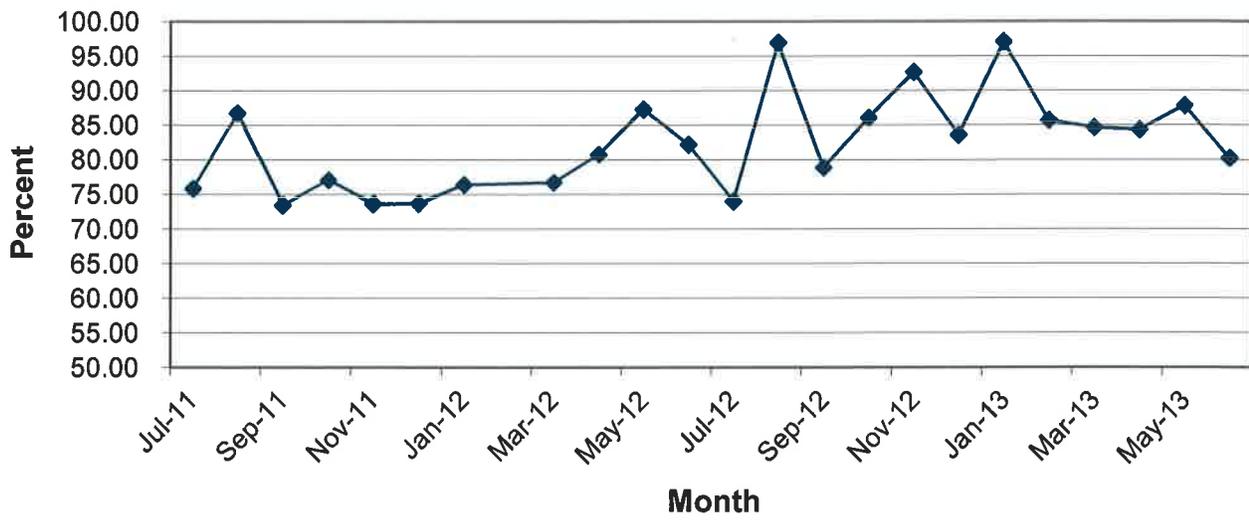
Meters Read and Not Billed			
001-0122-10-01	Mary Bethune Park		1,400
001-0188-00-01	Impound Lot		100
002-0317-20-01	Public Works Bldg		80
002-0317-30-01	Public Works Bldg-new bldg		1,000
004-1067-00-01	Veteran's Memorial Park		300
005-1300-00-01	Mary Elizabeth Park		1,200
005-1343-00-04	Music Venue		1,840
005-1384-00-01	Farmer's Market		5,000
005-1457-00-01	Municipal Bldg.		3,000
006-1710-00-01	Welcome Center / Depot		640
009-2523-50-01	Emergency Services Bldg.		7,600
011-0050-90-01	Rt 122 Pump Station		100
041-0034-00-01	WasteWater Treatment Plant	297,000	
	Water Plant Process		651,500
TOTAL Meters Not Billed			<u>970,760</u>

Water Line Repairs by Public Works during the month:
1" on Northside Drive
2" on Willow Creek
2" on Claybrook

Sewer Line Repairs by Public Works during the month:
none

TOWN OF ROCKY MOUNT WATER ACCOUNTABILITY FISCAL YEAR 2013						
Month	Finished Water Treated	Total Water Gallons Accounted	Percent Accounted	Monthly Gallons Variance	Average Accounted Variance per Quarter	Average Monthly Variance per Quarter
Jul-12	29,140,000	21,591,817	74.10%	7,548,183		
Aug-12	26,700,000	25,852,680	96.83%	847,320		
Sep-12	26,160,000	20,632,411	78.87%	5,527,589	83.26%	4,641,031
Oct-12	25,420,000	21,879,942	86.07%	3,540,058		
Nov-12	22,620,000	20,956,210	92.64%	1,663,790		
Dec-12	22,060,000	18,441,861	83.60%	3,618,139	87.44%	2,940,662
Jan-13	23,170,000	22,474,821	97.00%	695,179		
Feb-13	22,390,000	19,187,070	85.69%	3,202,930		
Mar-13	23,330,000	19,757,330	84.69%	3,572,670	89.13%	2,490,260
Apr-13	23,890,000	20,155,248	84.37%	3,734,752		
May-13	26,190,000	23,004,501	87.84%	3,185,499		
Jun-13	24,250,000	19,455,835	80.23%	4,794,165	84.14%	3,904,805
AVG.	24,610,000	21,115,811	85.99%	3,494,190	85.99%	3,494,190
TOTAL	295,320,000	253,389,726		41,930,274		
Monthly Avg. Percent Unaccounted =			14.01%			
Monthly Avg. Percent Accounted =			85.99%			
10 out of 12 months this fiscal year > 80% accountability						

Water Accountability %



TOWN OF ROCKY MOUNT WATER ACCOUNTABILITY AVERAGES PER YEAR				
	Finished Water <u>Treated</u>	Total Water Gallons <u>Accounted</u>	Percent <u>Accounted</u>	Gallons <u>Variance</u>
<u>Year</u>				
2007	30,278,917	24,204,592	80.10%	6,074,325
2008	31,090,875	26,697,630	85.90%	4,393,245
2009	27,514,983	23,341,464	84.95%	4,173,520
2010	25,756,667	21,532,686	83.56%	4,223,981
2011	26,000,833	21,303,773	82.10%	4,481,419
2012	26,852,500	21,334,614	79.50%	5,517,886
2013	24,610,000	21,115,811	85.99%	3,494,189
AVG.	27,443,539	22,790,081	83.16%	4,622,652
	Avg. Percent Unaccounted =		16.84%	
	Percent Accounted =		83.16%	
	6 / 7 years > 80% accountability			

**TOWN OF ROCKY MOUNT
UTILITY PROFILE
FISCAL YEAR 2013**

Month	Plant Hrs.	Raw Water Drawn	Monthly Avg. % of capacity	Finished water Treated	Monthly Avg. % of capacity	Total Water Gallons Accounted (A)(B)	Pct. Account ed	Connections	Wastewater Monthly Flow	Monthly Avg. % of Capacity	Total Sewer Gallons Billed	Pct. Account ed
Jul-12	337.90	30,150,000	48.63%	29,140,000	47.00%	21,591,817	74.10%	2,857	17,360,000	28.00%	14,815,887	85.34%
Aug-12	322.40	27,700,000	44.68%	26,700,000	43.06%	25,852,680	96.83%	2,851	17,236,000	27.80%	17,583,140	102.01%
Sep-12	315.00	25,070,000	41.78%	26,160,000	43.60%	20,632,411	78.87%	2,858	16,260,000	27.10%	14,816,801	91.12%
Oct-12	334.80	27,420,000	44.23%	25,420,000	41.00%	21,879,942	86.07%	2,860	16,926,000	27.30%	15,879,589	93.82%
Nov-12	315.00	23,930,000	39.88%	22,620,000	37.70%	20,956,210	92.64%	2,848	15,690,000	26.15%	15,065,590	96.02%
Dec-12	313.10	23,380,000	37.71%	22,060,000	35.58%	18,441,861	83.60%	2,852	17,546,000	28.30%	13,028,561	74.25%
Jan-13	322.40	24,850,000	40.08%	23,170,000	37.37%	22,474,821	97.00%	2,857	29,760,000	48.00%	16,773,770	56.36%
Feb-13	280.00	24,450,000	43.66%	22,390,000	39.98%	19,187,070	85.69%	2,846	19,516,000	34.85%	15,685,470	80.37%
Mar-13	322.40	24,470,000	39.47%	23,330,000	37.63%	19,757,330	84.69%	2,853	24,521,000	39.55%	13,757,070	56.10%
Apr-13	321.00	24,550,000	40.92%	23,890,000	39.82%	20,155,248	84.37%	2,852	24,780,000	41.30%	14,378,218	58.02%
May-13	331.70	26,500,000	42.74%	26,190,000	42.24%	23,004,501	87.84%	2,860	26,474,000	42.70%	15,843,636	59.85%
Jun-13	310.00	24,730,000	41.22%	24,250,000	40.42%	19,455,835	80.23%	2,862	27,311,000	45.52%	13,704,913	50.18%
AVG.	318.81	25,600,000	42.08%	24,610,000	40.45%	21,115,811	85.99%	2,855	21,115,000	34.71%	15,111,054	75.29%

NOTE (A): "Total Water Gallons Accounted" consists of gallons billed and gallons read but not billed plus bulk water sold at the Water Plant plus water used to flush lines or hydrants plus gallons used to fill water tanks.

NOTE (B): For any given month, "total water gallons accounted" are for "finished water treated" that month. For example, for the month of July, "water gallons accounted" would be water consumed during the month of July by customers and read by the meter readers during the first week of August. Those gallons, however, would not be billed to customers until the end of August during that month's billing cycle. However, those gallons consumed are displayed on the July line to match usage with water plant production ("finished water treated").

**TOWN OF ROCKY MOUNT
UTILITY PROFILE
FISCAL YEAR 2014**

Month	Plant Hrs	Raw Water Drawn	Monthly Avg. % of capacity	Finished water Treated	Monthly Avg. % of capacity	Total Water Gallons Accounted (A)(B)	Pct. Accounted	Connections	Wastewater Monthly Flow	Monthly Avg. % of Capacity	Total Sewer Gallons Billed	Pct. Accounted
Jul-13	310.00	23,970,000	38.66%	24,370,000	39.31%		0.00%		26,350,000	42.50%		0.00%
Aug-13			0.00%		0.00%					0.00%		
Sep-13			0.00%		0.00%					0.00%		
Oct-13			0.00%		0.00%					0.00%		
Nov-13			0.00%		0.00%					0.00%		
Dec-13			0.00%		0.00%					0.00%		
Jan-14			0.00%		0.00%					0.00%		
Feb-14			0.00%		0.00%					0.00%		
Mar-14			0.00%		0.00%					0.00%		
Apr-14			0.00%		0.00%					0.00%		
May-14			0.00%		0.00%					0.00%		
Jun-14			0.00%		0.00%					0.00%		
AVG.	310.00	23,970,000	38.66%	24,370,000	39.31%	0	0.00%	0	26,350,000	42.50%	0	0.00%

NOTE (A): "Total Water Gallons Accounted" consists of gallons billed and gallons read but not billed plus bulk water sold at the Water Plant plus water used to flush lines or hydrants plus gallons used to fill water tanks.

NOTE (B): For any given month, "total water gallons accounted" are for "finished water treated" that month. For example, for the month of July, "water gallons accounted" would be water consumed during the month of July by customers and read by the meter readers during the first week of August. Those gallons, however, would not be billed to customers until the end of August during that month's billing cycle. However, those gallons consumed are displayed on the July line to match usage with water plant production ("finished water treated").

MONTHLY STAFF REPORT

DATE:	August 1, 2013
TO:	Rocky Mount Town Council
FROM:	Charles Robertson, Fire Chief
DEPARTMENT:	Rocky Mount Fire Department
MONTH:	June 2013

The Rocky Mount Fire Department answered a total of 37 calls for the month of June 2013. There were 15 calls within the Town limits and 22 calls answered in the County.

The department averaged 10.3 members per call on all calls for the month.

There were 3 structure fires; 7 woods and grass fires; 1 oil spill (hazmat); 15 motor vehicle accidents; 4 false alarms; 6 electrical fires (utility poles/transformer); and 1 maintenance call for the month.

The department traveled a total of 729 miles on all vehicles, using a total of 178.8 gallons of diesel fuel, and a total of 66.0 gallons of gasoline in all vehicles.

The Fiscal Year 2012-2013 closed at the end of June, showing that the Department answered a total of 397 calls for the year. This is an accumulation of both Town and County calls.

There were a total of 60 extra man hours accumulated for the month in departmental training.

The department held elections for Fiscal Year 2013-2014, and the officers are as follows:

- Charlie Robertson, Chief
- Jeff Rakes, Assistant Chief
- Justin Woodrow, Captain
- Theodore Hodges, 1st Lieutenant
- Jodie Whitt, 2nd Lieutenant
- Ullis Chitwood, Treasurer
- Richard Gore and J.C. Hodges, sharing duties as Department Chaplain

The department presently has three members in the V.D.F.P. sponsored Hazmat Operations Class; two of the three need this to complete their FFI certification. FFI is required by the department of all members in order for full membership to be acquired.

The department started preparations for the fall spaghetti dinner/bluegrass music fundraiser that has become an annual event for the department.

MONTHLY STAFF REPORT

DATE:	August 1, 2013
TO:	Rocky Mount Town Council
FROM:	David Cundiff, Chief of Police
DEPARTMENT:	Police
MONTH:	July 2013

Please see attachments for additional information/monthly activity for the PD.

ROCKY MOUNT POLICE DEPARTMENT
MONTHLY REPORT TO COUNCIL

DATE: JULY 2013	MAY	JUNE	JULY
TRAFFIC ARRESTS	74	87	112
TRAFFIC STOPS	141	162	228
CRIMINAL ARRESTS "MISDEMEANOR"	45	51	39
CRIMINAL ARRESTS "FELONY"	9	3	11
BOLO'S (Be On Look Out)	109	110	118
TRAINING HOURS:	472	556	160
FOLLOW-UP'S	114	70	64
ALARM RESPONSES	50	52	41
ACCIDENTS INVESTIGATED	21	23	13
INCIDENTS ADDRESSED	1851	1684	2066
INCIDENTS, OFFENSES REPORTABLE	69	82	70
BUSINESSES, RESIDENCES CHECKED "FOOT PATROLS"	632	616	797
SCHOOL CHECKS	134	87	197
OPEN DOORS, WINDOWS, ETC. UNSECURED	2	1	1
MOTORIST AIDES	62	69	71
BREAKING & ENTERING REPORTS	2	0	0
BREAKING & ENTERING WARRANTS	1	0	0
GRAND LARCENY WARRANTS	0	0	3
UNIFORM TRAFFIC SUMMONS ISSUED	74	100	136
DUI	6	6	7
SPEEDING TICKETS ISSUED	19	40	34
COURT HOURS	21	25.5	20
SPECIAL ASSIGNMENT HOURS:	121	38.5	129.5

TRAFFIC ENFORCEMENT:
<ul style="list-style-type: none"> ◇ Moving and stationary radar: throughout the Town, Bernard Road, Greenview Drive, North & South Main Street, Grassy Hill Road, Tanyard Road, Pell Avenue, State Street, Old Franklin Turnpike, Scuffling Hill Road, Glenwood Drive, Green Meadow Lane and Windy Lane. ◇ There were 5 reportable accidents with 5 of the accidents on our public streets.

COMMUNITY OUTREACH:

- ◇ Residential Foot Patrols: Anderson Street, Bernard Road, Bland Street, Candlewood Apartments, Claiborne Avenue, Cornell Road, Cromwell Drive, Dent Street, Diamond Avenue, Donald Avenue, East Court Street, East Street, Fairlawn Drive, Goodview Street, Grassy Hill Road, Green Meadow Lane, Hatcher Street, Herbert Street, Jubal's Path, Leonor Street, Lynch Drive, Maple Avenue, Montview Avenue, Mountain View Drive, Musefield Road, Norris Street, North Main Street, Oak Street, Old Franklin Turnpike, Old Furnace Road, Orchard Avenue, Patterson Avenue, Pell Avenue, Pendleton Street, Perdue Lane, Riverview Street, School Board Road, Scuffling Hill Road, South Main Street, Sycamore Street, Tanyard Village, Whitten Street, Willow Street, Windsor Drive, Windy Lane, Wooddale Drive, Woodlawn Drive, Wray Street and Wray's Chapel Road.

- ◇ Business Foot Patrols: Aaron's, BB&T, BFMS, Bojangle's, C Mart, China City, Cook Out, CVS, Dairy Queen, Dollar General, El Rio, El Rodeo, Family Pharmacy, Farmer's Market, Franklin County High School, Franklin County Health Department, Franklin Health Care, Franklin Height's Baptist Church, Franklin Memorial Hospital, Franklin Street, Goodwill, Hardee's, Jones Produce, Kentucky Fried Chicken, Kroger, Martinsville Dupont Credit Union, Mod-u-Kraf, North Main Street, Old Franklin Turnpike, PlyGem, Riverside Minute Market, Rocky Mount Elementary, Roses, School Board Road, Sheetz, Subway, Tanyard Road, Trinity Missions, Wal-Mart and YMCA.

MISCELLANEOUS:

- ◇ July 2nd, 2013 – Open Door “School Bus Garage”
- ◇ July 5th, 2013 – Worked “DUI Check Point”
- ◇ July 7th – July 10th, 2013 – ROCIC Conference “Chief Cundiff”
- ◇ July 12th, 2013 – Independence Day Celebration
- ◇ July 16th - July 19th, 2013 – Reid Technique of Interviewing and Interrogation “Norton”
- ◇ July 17th – July 18th, 2013 – TASER Instructor Training “Brooks”

TRAFFIC CONTROL UPDATES:

- ◇ No new updates for this month.

INVESTIGATIONS:

- ◇ New Criminal Investigations: 22
- ◇ New Drug Investigations: 2
- ◇ Cases Cleared: 12
- ◇ Misdemeanor charges: 7
- ◇ Felony Charges: 10
- ◇ Pending Cases: 7
- ◇ Child Abuse Cases: 0
- ◇ Search Warrants: 4
- ◇ Traffic Stops: 8
- ◇ Drug/Currency Seizures: 2

MEETINGS:

- ◇ CART Meeting (Norton)
- ◇ Meeting w/CA Office 7 times (Norton)
- ◇ School Superintendent Meeting (Divers)
- ◇ LEPC Meeting (Criner)
- ◇ Council Meeting (Criner)
- ◇ School Board Meeting w/Dr. Church (Criner)
- ◇ Homeland Security Meeting @ VA Western (Criner)
- ◇ Staff Meeting (Criner)

TRAINING:

- ◇ Webinar @ FCSO (Norton & Divers)
- ◇ Reid School of Interrogation and Interview (Norton)
- ◇ DaPro Training (Brabham/Divers)

CLASSES TAUGHT:

- ◇ No classes taught for month of July

CRIMINAL ARRESTS & LOCATIONS:

Possession of Schedule IV Controlled Substance	Circle Drive
Possession of a Controlled Substance	North Main Street
Possession w/ Intent to Distribute Cocaine	Virgil H. Goode Highway
Distribution of Marijuana	Technology Drive
Driving Under the Influence	Hatcher Street
Driving Under the Influence	Franklin Street
Driving Under the Influence	Trail Drive
Driving Under the Influence	Mamie Avenue
Driving Under the Influence	North Main Street
Driving Under the Influence Underage	South Main Street
Driving Under the Influence of Drugs	South Main Street
Drunk In Public	Riverview Street
Drunk In Public	North Main Street
Drunk In Public	Leonor Street
Drunk In Public	Musefield Road
Drunk In Public	Virgil H. Goode Highway
Drunk In Public	Lynch Drive
Drunk In Public	Floyd Avenue
Refusal of Blood or Breath Test	Franklin Street
Refusal of Blood or Breath Test	Trail Drive
Carry A Concealed Weapon	Circle Drive
Carry A Concealed Weapon	North Main Street
Felony Shoplifting	Old Franklin Turnpike
Larceny	North Main Street
Disorderly Conduct	Windy Lane
Obstruction of Justice	Old Franklin Turnpike
Obstruction of Justice	Technology Drive
Prostitution	North Main Street (x 3)
Aiding In Prostitution	North Main Street
Destruction of Property	Windy Lane
Attempt to Elude Police	Center Street
Contribute to the Delinquency of a Minor	Technology Drive

SPEEDING TICKETS ISSUED

Pell Avenue (x 12)

Old Furnace Road (x 6)

State Street (x 3)

South Main Street (x 3)

East Court Street (x 2)

North Main Street (x 2)

Scuffling Hill Road (x 2)

Tanyard Road

Donald Avenue

School Board Road

Virgil H. Goode Highway

MONTHLY STAFF REPORT

DATE:	August 1, 2013
TO:	Rocky Mount Town Council
FROM:	Cecil R. Mason, Public Works Director
DEPARTMENT:	Public Works Department
MONTH:	July 2013

1. Read meters for three days.
2. Changed meters: 6 each 5/8".
3. Repaired 2" water line on Claybrook.
4. Mowed around fire hydrants.
5. Did cleanup for four days.
6. Dug one grave.
7. Swept streets: July 8, 9, 31.
8. Mowed sewer easements.
9. Graveled road to Powder Mill pump station.
10. Made sewer tap for music venue.
11. Made water tap for music venue.
12. Repaired sinkhole at storm drain off Donald Avenue.
13. Repaired pavement on Pell Avenue and Tanyard Road.

MONTHLY STAFF REPORT

DATE:	August 5, 2013
TO:	Rocky Mount Town Council
FROM:	Tim Burton, Superintendent
DEPARTMENT:	Wastewater Treatment Plant
MONTH:	July 2013

Average Daily Flow	0.850 mgd
TSS Reduction	99 %
BOD Reduction	99 %
Leachate (F.C. Landfill)	144,000 gallons
VPDES Violations	None
Sludge (Land filled @ F.C.)	89.95 Tons
Rain Total 6.55 inches	Snow Total 0.0 inches

Request: None

Respectfully Submitted,

Timothy Burton

MONTHLY STAFF REPORT

DATE:	August 1, 2013
TO:	Rocky Mount Town Council
FROM:	Bob Deitrich, Water Plant Superintendent
DEPARTMENT:	Water Depart
MONTH:	July 2013

Operation and Production Summary:

The actual water production time (filtering of water) for the entire month averaged 10.0 hours per day which yielded approximately 786,000 gallons of water per day.

Total Raw Water Pumped:	23.97 million gallons
Total Drinking Water Produced:	24.37 million gallons
Average Daily Production:	786,000 gallons per day
Ave Percent of Production Capacity:	39%
Flushing of Hydrants/Tanks/ FD Use:	87,500 gallons
Plant Process Water:	579,000 gallons (finished water used by the plant)
Bulk Water Sold @ WTP:	8,300 gallons

Operational Issues:

- All routine monthly bacteriological samples were negative (no bacteria detected). All other routine samples continue to be within limits.
- Water demand is below average for this time of year.

Repairs/Maintenance:

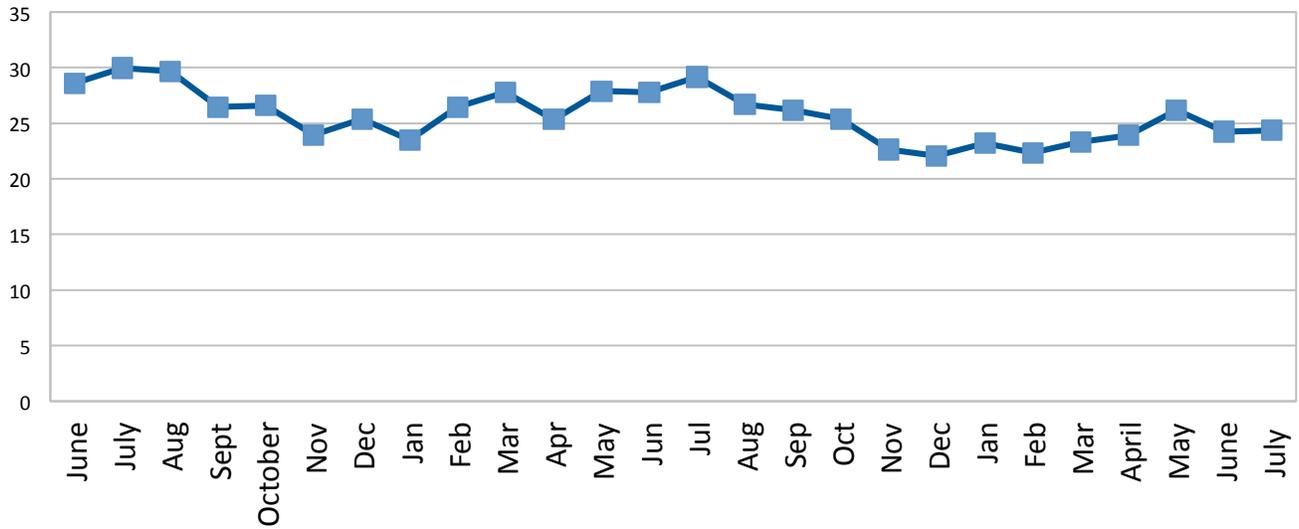
- Pigg and Blackwater Buoys were reset after high water.
- Staff continues to catch up on painting.
- Staff installed the first of three new check valves associated with the finished water pump.
- One of our two gas chlorinators was replaced.
- Hydrants were tested in neighborhoods near the east end of Scuffling Hill Road.
- Drained and cleaned settling basins.

Upcoming:

- Hydrant Flushing.
- Electrical Upgrade (next shutdown scheduled for August 7th.)
RFP for new SCADA System has been advertized. Bid should be received by the end of August.
- RFP for conversion to liquid chlorine system to be issued.
- Blackwater Dam safety improvements.

Water Plant Production (in millions of gallons)

July 2011 to June July



ITEM(S) TO BE CONSIDERED UNDER:

- Consent Item**
 Old Business
 New Business
 Committee Report
 Other

FOR COUNCIL MEETING DATED:	August 12, 2013
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STAFF MAKING REQUEST:	Bob Deitrich, Water Plant Superintendent
BRIEF SUMMARY OF REQUEST:	<p>Based on a structural evaluation by Caldwell Tank, the Water Department commissioned a study to determine what options were available for removal and replacement of the Pendleton Street water tanks. The engineering firm of Thompson and Litton (T&L) evaluated the Town's need for water storage and has advised that the tanks can be removed and replaced with a valve vault that will serve the affected area with adequate fire flow, eliminating the need for a new replacement water tank. To move forward with the project, The Virginia Department of Health (VDH) requires that an engineering firm prepare calculations to assure adequate fire flow, plans and specifications for the new valve vault, and for proper disposal of the two water tanks. T&L have proposed a plan to prepare all the required documents and VDH approvals for the lump sum of \$23,000. Once T&L has completed its proposed project, the Town will be in a position to bid out the demolition and construction work for the next budget cycle.</p>
ACTION NEEDED:	<p>Approval /denial to:</p> <p>(1) Proceed with Thompson and Litton for preparation of the required engineering documents and Virginia Department of Health approvals; and</p> <p>(2) Draft "Town of Rocky Mount Supplemental Resolution for Fiscal Year Ending 2014" for the Thompson and Litton proposed contract of \$23,000 to perform the services to fulfill the Virginia Department of Health requirements for the removal of the two Pendleton Street water tanks and replace them with a valve vault.</p>

Attachment(s): Yes

<p>FOLLOW-UP ACTION: (To be completed by Town Clerk)</p>

**MEMORANDUM OF UNDERSTANDING NUMBER SEVEN (7)
TO RETAINER AGREEMENT BETWEEN
THE TOWN OF ROCKY MOUNT, VIRGINIA
AND
THOMPSON & LITTON, INC.
Dated April 1, 2010**

Project: Town of Rocky Mount (Town)
Pendleton Street Tanks
Preliminary Engineering Report and Design Documents
T&L Project # 10853-07

Client: Town of Rocky Mount
345 Donald Avenue
Rocky Mount, VA 24151

Engineer: Thompson & Litton, Inc. (T&L)
726 Auburn Avenue
Radford, VA 24141

Date: July 23, 2013

Background and Understanding:

T&L recently completed the Pendleton Street Tanks Letter Report dated April 2013 (Letter Report) which provided information to the Town with regards to a recommended course of action for the removal of two water tanks from service located on Pendleton Street and the impact that the removal of said tanks would have on the overall water system for the Town. Along with recommendations for the removal of the aforementioned tanks, the Letter Report also recommended installing hydraulically-operated pressure reducing valves (PRV) in the vicinity of the Pendleton Street Tanks between the high and low pressure zones upon the removal of the tanks. After receipt of the Letter Report, the Town met with Virginia Department of Health (VDH) to discuss the recommended course of action and has decided to move forward with the removal of the tanks in conjunction with the installation of the PRVs. The proposed Scope of Services to assist the Town with this effort will consist of the following items.

Scope of Services:

- T&L will attend one (1) field visit and one (1) meeting with the Town to discuss the existing issues and conduct a field assessment.

Memorandum of Understanding Number Seven (7)

July 23, 2013

Page 2 of 3

- T&L will prepare a Preliminary Engineering Report (PER) in a letter format presenting the Town's desire to demolish the Pendleton Street Tanks and incorporate a pressure reducing valve(s) / vault into the water distribution system to include hydraulics and effective storage calculations associated with the recommendations of the PER.
- T&L will submit and obtain VDH approval of the PER.
- T&L will generate Construction Documents including plans, specifications, and design notes per the recommendations of the approved PER.
- T&L will utilize Town mapping and an existing hydraulic model to prepare an updated model of the water distribution system.
- T&L will submit and obtain VDH approval of the construction documents.
- T&L will prepare and provide the Town with necessary documentation for securing a VDH Waterworks Construction Permit for the proposed project.
- T&L will prepare a topographic survey of valve vault location for design purposes.

Assumptions and Exclusions:

- The PER will be presented in a letter format, per the requirements of the VDH, determined at a meeting held between the VDH, the Town, and T&L on June 7, 2013.
- The Town will provide the desired location of the new valve vault.
- This scope of services does not include the preparation of easements / permits (other than the VDH Waterworks Construction Permit), environmental reviews, bidding and advertising, construction contract administration or inspection. Any of these items or services can be provided at an additional fee if required.

Schedule and Compensation:

T&L shall provide the above described scope of services for a lump sum fee of \$23,000.00 (Twenty-Three Thousand Dollars). T&L will complete the PER within 30 days of receipt of the Notice to Proceed from the Town and will complete the Construction Documents with 45 Days from receipt of the approval of the PER from VDH.

Memorandum of Understanding Number Seven (7)

July 23, 2013

Page 3 of 3

Terms and Conditions:

The terms and conditions, as outlined in the Retainer Agreement dated April 1, 2010, shall remain in effect under this Memorandum of Understanding.

**TOWN OF ROCKY MOUNT,
VIRGINIA**

Title

Date

Attest

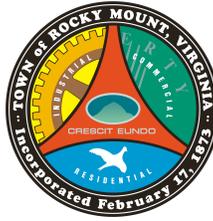
THOMPSON & LITTON, INC.

Ronald G. Helton, P. E.

President
Title

Date

Attest



**TOWN OF ROCKY MOUNT
SUPPLEMENTAL APPROPRIATION RESOLUTION
FOR THE FISCAL YEAR ENDING JUNE 30, 2014**

WHEREAS, the Town Council of Rocky Mount approved a budget for the fiscal year beginning July 1, 2013 through June 30, 2014, hereafter known as FY 2014;

WHEREAS, Thompson + Litton has proposed a contract of \$23,000 to perform the services to fulfill the Virginia Department of Health (VDH) requirements for the removal of the two Pendleton Street water tanks and replace them with a valve vault,

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of Rocky Mount does hereby appropriate the following supplemental expenditure from contingency for FY 2014:

Account 02.5000.0000.0000.3000 (contractual)	\$23,000
Account 02.6900.0000.0000.9959 (contingency)	\$23,000

GIVEN UNDER MY HAND, THIS 12TH DAY OF AUGUST 2013:

Steven C. Angle, Mayor

ATTESTED:

Patricia H. Keatts, Town Clerk

ITEM(S) TO BE CONSIDERED UNDER:

- Hearing of Citizens**
 Consent Item
 Old Business
 New Business
 Committee Report
 Other

FOR COUNCIL MEETING DATED:	August 12, 2013
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STAFF MAKING REQUEST:	C. James Ervin, Town Manager Linda Woody, Finance Director
BRIEF SUMMARY OF REQUEST:	<p>Carter Bank and Trust has put in the winning bid for the Town's refinancing of the VML 2006C/2007 bond (original issue amount of \$2,380,000 with an interest rate of 5% and set to mature on Feb. 1, 2037 to finance the Public Works building, the public parking lot on Claiborne Ave, and the utility and road extensions on Old Fort Road) and the VRA 2001 bond (original issue amount of \$3,451,906 with an interest rate of 4% and set to mature on Nov. 1, 2022 to finance the extension of sewer lines into the annexed area of the Town).</p> <p>The tentative closing date is Aug. 15, 2013 with Carter honoring the interest rate commitment until Aug. 23, 2013.</p> <p>Terms for the refinancing of the 2007 bond which includes closing costs is for \$2,290,000 at 2.85% to mature on Feb. 1, 2037. This results in an average annual debt service savings of \$10,500 and a net present value of 10.3% (or \$198,141) savings.</p> <p>Terms for the refinancing of the 2001 bond is for the payoff amount of \$2,036,311.49 at 1.85% to mature on Aug. 1, 2022. This results in an average annual debt service savings of \$24,000 and a net present value of 10.7% (or \$215,283) savings.</p> <p>The refinancing bonds are broken into 2013A (for the 2007 public works bond) and 2013B (for the 2001 sewer bond) with the combined total not to exceed \$4,365,000. The interest rate is not to exceed 3% and the net present value is not to exceed 2%. Exact terms will be completed at closing.</p>
ACTION NEEDED:	To approve the refunding bonds not to exceed a total of \$4,365,000 and not to exceed an interest rate of 3% and where the net present value is not less than 2%.

Attachment(s): Yes: Resolution authorizing the issuance and sale of general obligation refunding bonds AND the related bond purchase agreement with exact terms to be completed at closing.

<p>FOLLOW-UP ACTION: (To be completed by Town Clerk)</p>
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**CERTIFICATE OF THE CLERK OF THE
TOWN OF ROCKY MOUNT, VIRGINIA**

The undersigned Clerk of the Town of Rocky Mount, Virginia (the "Town"), certifies that:

1. A regular meeting of the Council (the "Council") of the Town was held on August 12, 2013 (the "Meeting").

2 Attached hereto is a true, correct and complete copy of a resolution (the "Resolution") of the Council entitled "Resolution of the Town Council of the Town of Rocky Mount, Virginia, Authorizing the Issuance and Sale of its General Obligation Refunding Bonds, in Aggregate Principal Amount Not to Exceed \$4,365,000, and the Execution and Delivery of Certain Documents Prepared in Connection Therewith," as recorded in full in the minutes of the Meeting and duly adopted by a majority of the members of the Council present and voting during the Meeting.

3. A summary of the members of the Council present or absent at the Meeting, and the recorded vote with respect to the Resolution, is set forth below:

Member Name	Voting				
	Present	Absent	Yes	No	Abstaining
Steven C. Angle, Mayor	_____	_____	_____	_____	_____
Gregory B. Walker, Vice Mayor	_____	_____	_____	_____	_____
Bobby M. Cundiff	_____	_____	_____	_____	_____
Jerry W. Greer, Sr.	_____	_____	_____	_____	_____
P. Ann Love	_____	_____	_____	_____	_____
Robert L. Moyer	_____	_____	_____	_____	_____
Billie W. Stockton	_____	_____	_____	_____	_____

4. The Resolution has not been repealed, revoked, rescinded or amended, and is in full force and effect on the date hereof.

WITNESS my signature and the seal of the Town, this ____ day of August, 2013.

(SEAL)

Clerk of Town of Rocky Mount, Virginia

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ROCKY MOUNT, VIRGINIA, AUTHORIZING THE ISSUANCE AND SALE OF ITS GENERAL OBLIGATION REFUNDING BONDS, IN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$4,365,000, AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS PREPARED IN CONNECTION THEREWITH

WHEREAS, the Town of Rocky Mount, Virginia (the “Town”), has determined that it is advisable and in the interest of the Town to refund all or a portion of the outstanding principal amount of that certain indebtedness reflected by its \$2,380,000 General Obligation Public Improvement Bond, Series 2007 and its General Obligation Sewer Bond, Series 2001 issued to the Virginia Resources Authority under a Financing Agreement dated November 1, 2001 (collectively, the “Refunded Bonds”); and

WHEREAS, the Town intends to refund the Refunded Bonds by and through the issuance of two general obligation refunding bonds in the maximum amount of \$4,365,000 (the “Bonds”) to accomplish such refunding; and

WHEREAS, the Council of the Town (the “Council”) has previously received a proposal from the Virginia Local Government Finance Corporation, a Virginia nonstock, nonprofit corporation (serving as Program Administrator for the VML/VACo Finance Program), for the Industrial Development Authority of the County of Stafford and the City of Staunton, Virginia (the “Authority”) to purchase the refunding bonds, and the Authority has indicated its willingness to purchase such bonds in accordance with the terms of a Bond Purchase Agreement between the Authority and the Town (the “Agreement”), the form of which has been presented at this meeting; and

WHEREAS, the Program Administrator has procured funds from financial institutions to fund the Project, and Carter Bank & Trust (the “Bank”) has indicated that it will fund the Project on behalf of the Authority and the Town;

BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF ROCKY MOUNT, VIRGINIA:

1. Issuance of Bonds and Use of Proceeds. Pursuant to the Constitution of the Commonwealth of Virginia and the Public Finance Act of 1991, as amended (the “Public Finance Act”), Title 15.2, Chapter 26 of the Code of Virginia of 1950, as amended (the “Virginia Code”), specifically the provisions of Virginia Code § 15.2-2643, and without regard to any requirements or restrictions contained in any charter or special act of the Town, the Council hereby authorizes the issuance and sale of two general obligation refunding bonds of the Town in an aggregate principal amount set forth above to provide funds to refund all or a portion of the Refunded Bonds, to escrow interest monies necessary to advance refund all or a part of the

Refunded Bonds, if necessary, and to pay issuance and financing costs incurred in issuing the Bonds. Such amount is consistent with the limitations set forth in Virginia Code § 15.2-2645.

2. Authorization of Bond Purchase Agreement. The form of the Agreement submitted at this meeting is hereby approved. The Mayor and the Town Manager, either of whom may act (each an “Authorized Signatory”), are authorized to execute the Agreement in substantially such form, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by such official, whose approval shall be evidenced conclusively by the execution and delivery thereof. The issuance and sale of the Bonds shall be upon the terms and conditions of the Agreement. The proceeds of such Bonds shall be applied in the manner set forth in the Agreement. All capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Agreement.

3. Acknowledgement and Approval of Assignment. The Town understands that the Authority, in order to secure funds for the financing of the Project, will, at closing, assign all of its right, title, and interest in the Bonds to the Bank. The Town acknowledges and agrees to the assignment of its Bonds to the Bank and further directs the Mayor and the Town Manager, either of whom may act, and after consultation with bond counsel, to execute such documents or certificates necessary or convenient to ensure the assignment of the Bonds to the Bank.

4. Bond Details. The Bonds shall be issued as single, fully registered bonds, shall be designated “General Obligation Refunding Bond, Series 2013A” and “General Obligation Refunding Bond, Series 2013B”, respectively, shall be consecutively numbered, and shall be in substantially the forms set forth in Exhibit A to this Resolution as hereby approved, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the officers signing such Bonds and whose approval shall be evidenced conclusively by the execution and delivery of the Bonds. The Council authorizes the issuance and sale of the Bonds on such terms as shall be satisfactory to the Authorized Signatory; provided however, that the Bonds (a) shall be in a combined principal amount not to exceed \$4,365,000, (b) shall mature no later than February 1, 2037 and (c) shall bear interest on the outstanding principal balance thereof at rates of interest approved by the Authorized Signatory, with such rates to not exceed three percent (3.00%) (provided that default interest may be payable at a rate in excess thereof as provided in the Agreement), shall accrue certain other ongoing costs and expenses upon the terms and conditions described in the Agreement, and the refunding of all or a portion of the Refunded Bonds shall achieve an aggregate net present value debt service savings of not less than two percent (2%) of the Refunded Bonds. As set forth in the Agreement, the Town agrees to pay any applicable late payment or similar costs and expenses described therein. Subject to the preceding terms, the Council further authorizes the Authorized Signatory to determine the final terms, purchase price, initial interest rate, interest rate adjustment provisions, maturity date, and amortization schedule of the Bonds and determine which maturities (or portions thereof) of the Refunded Bonds are to be refunded, all of which shall be evidenced by the execution and delivery of the Bonds, and no further action shall be necessary on the part of the Town so long as such provisions are within the limits prescribed in this Resolution.

5. Payment and Redemption Provisions. The principal of and premium, if any, and interest on the Bonds shall be payable as set forth in the Bonds and the Agreement. The

principal of and premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America. Nothing in the Bonds, this Resolution, or the Agreement shall be deemed to create or constitute an indebtedness of the Commonwealth of Virginia or any political subdivision thereof other than the Town, or a pledge of the full faith and credit of the Commonwealth of Virginia or of any political subdivision thereof other than the Town. The Town may, at its option, redeem, prepay or refund the Bonds upon the terms set forth in the Agreement.

6. Execution and Form of Bonds. The Bonds shall be signed by the Mayor or Vice-Mayor and the Town's seal shall be affixed thereon and attested by the Clerk or Deputy Clerk of the Town.

7. Pledge of Full Faith and Credit. The full faith and credit of the Town are hereby irrevocably pledged for the payment of principal of and premium, if any, and interest on the Bonds. Unless other funds are lawfully available and appropriated for timely payment of the Bonds, the Council shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the Town sufficient to pay when due the principal of and premium, if any, and interest on the Bonds.

8. Preparation of Printed Bonds; Mutilated or Destroyed Bonds. The Town shall initially issue the Bonds in typewritten form. The printed Bonds may be executed by manual or facsimile signature of the Mayor or Vice-Mayor, the Town's seal affixed thereto and attested by the Clerk or Deputy Clerk of the Town; provided, however, that if both such signatures are facsimiles, no bond shall be valid until it has been authenticated by the manual signature of the Registrar and the date of authentication noted thereon. The typewritten Bonds surrendered in any such exchange shall be canceled. If a Bond has been mutilated, lost or destroyed, the Town shall execute and deliver a new Bond of like date and tenor in exchange and substitution for, and upon cancellation of, such mutilated Bond or in lieu of and in substitution for such lost or destroyed Bond; provided, however, that the Town shall so execute and deliver only if the registered owner has paid the reasonable expenses and charges of the Town in connection therewith and, in the case of a lost or destroyed Bond, (a) has filed with the Town an affidavit reasonably satisfactory to the Town that such Bond was lost or destroyed and (b) has furnished to the Town reasonably satisfactory indemnity.

9. Registration and Transfer of the Bonds. The Town appoints the Finance Director of the Town as paying agent and registrar (the "Registrar") for the Bonds. Upon surrender of a Bond at the office of the Registrar, together with an assignment duly executed by the registered owner or its duly authorized attorney or legal representative in such form as shall be reasonably satisfactory to the Registrar, the Town shall execute, and the Registrar shall authenticate and deliver in exchange, a new Bond or bonds having an equal aggregate principal amount, of the same form and maturity, bearing interest at the same rates and registered in such name as requested by the then registered owner or its duly authorized attorney or legal representative. Any such exchange shall be at the expense of the Town, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Registrar shall treat the registered owner as the person or entity exclusively entitled to payment of principal, interest and premium, if any, and the exercise of all other rights and powers of the owner, except that installments shall be paid to the person or entity shown as owner on the registration books.

10. Delivery of Bonds. The Mayor or Vice-Mayor and Clerk of the Town are authorized and directed to take all proper steps to have the Bonds prepared and executed in accordance with its terms and to deliver it to the purchaser or assignee thereof as set forth in the Agreement.

11. Tax Compliance Documentation. Each of the Mayor and the Town Manager of the Town is authorized to execute a Tax Compliance Agreement or any related document (the "Tax Documents") setting forth the expected use and investment of the proceeds of the Bonds and containing such covenants as may be necessary or desirable in order to comply with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including the provisions of Section 148 of the Code and applicable regulations relating to "arbitrage bonds," so that interest on the Bonds will not be included in gross income for federal income tax purposes. The Tax Documents may contain such elections under the Code with respect to the Bonds as the officer or officers executing them approve, and such approval shall be evidenced conclusively by the execution and delivery of the Tax Documents. The Town covenants that the proceeds from the issuance and sale of the Bonds will be invested and expended as set forth in the Tax Documents, to be delivered simultaneously with the issuance and delivery of the Bonds, and that the Town shall comply with the other covenants and representations contained therein.

12. Tax and Other Documents. Each of the Mayor and the Town Manager are authorized and directed to execute and deliver an IRS Form 8038-G in a form approved by such officers and the Town's bond counsel.

13. Escrow Deposit Agreement. The Authorized Signatory is authorized and directed to execute an escrow deposit agreement (the "Escrow Agreement") with the party determined by the Authority acting as escrow agent (the "Escrow Agent") for purposes of advance refunding all or a part of the Refunded Bonds. The Escrow Agreement shall be in the form approved by the Authorized Signatory, in collaboration with the Town's bond counsel, the execution thereof by the Authorized Signatory to constitute conclusive evidence of approval of the Escrow Agreement. The Escrow Agreement shall provide for the irrevocable deposit of a portion of the Bonds' proceeds (the "Refunding Portion") in one or more separate escrow funds (the "Escrow Funds") which shall be sufficient, when invested, to provide for payment of principal of and premium, if any, and interest on the advance refunded Refunded Bonds. If requested by the Town, the Escrow Agent is authorized to execute an initial and final subscription form for the purchase of Government Obligations or to purchase open market securities, if necessary.

14. Deposit of Refunding Portion. The Authorized Signatory is authorized and directed (a) to provide for the delivery of the Refunding Portion to the Escrow Agent for deposit in the Escrow Funds, in an amount that will be sufficient, together with the interest thereon when invested as provided in the Escrow Agreement, (i) to pay when due the interest on the Refunded Bonds to the first respective dates on which they may be redeemed at the option of the Town and

(ii) to pay upon the earlier of maturity or redemption the principal of the Refunded Bonds, plus the applicable redemption premium, and (b) to provide for the deposit of a portion of the remaining proceeds of the Bonds in a special account to be used to pay the costs of refunding the Refunded Bonds and an allocable share of issuing the Bonds. The Authorized Signatory is further authorized and directed to take all such further action as may be necessary or desirable in connection with the payment and refunding of the Refunded Bonds.

15. Redemption of Refunded Bonds. The Authorized Signatory is authorized and directed to determine which maturities of the Refunded Bonds, if any, shall constitute the refunding of the Refunded Bonds. The Refunded Bonds are specifically and irrevocably called for redemption on the first respective dates on which they may be redeemed at the option of the Town. The Escrow Agreement shall provide for notice of redemption to be given to the registered owners of the Refunded Bonds in accordance with the respective resolutions providing for the issuance of the Refunded Bonds.

16. Election to Apply Public Finance Act. Pursuant to Section 15.2-2601 of the Virginia Code, it is hereby elected to have the Public Finance Act apply to the Bond exclusively without regard to any charter or local act that might otherwise apply.

17. Contract with Bondholders. The provisions of this Resolution shall constitute a contract between the Town and the bondholder for so long as either of the Bonds are outstanding. In the event of a conflict between the provisions of the Agreement and the provisions of this Resolution, the Agreement shall control.

18. Limitation of Liability of Officials of Town. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of an officer, employee, member of Council, or agent of the Town in his or her individual capacity, and no officer of the Town or member of Council executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof. No officer, employee or agent of the Town shall incur any personal liability with respect to any other action taken by him or her pursuant to this Resolution provided he or she acts in good faith.

19. Conditions Precedent. Upon the issuance of the Bonds, all acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia or this Resolution to have happened, exist and to have been performed precedent to or in the issuance of the Bonds shall have happened, exist and have been performed.

20. Other Actions. All other actions of officials of the Town in conformity with the purposes and intent of this Resolution and the Agreement and in furtherance of the issuance and sale of the Bond are ratified, approved and confirmed. The officials of the Town are authorized and directed to execute and deliver on behalf of the Town such agreements and other instruments, documents or certificates, and to do and perform such things and acts, as they shall deem necessary or appropriate to carry out the transactions authorized by this Resolution or contemplated by the Bonds or the Agreement, and all of the foregoing, previously done or performed by such officers of the Town, are in all respects approved, ratified and confirmed.

21. Headings. Any headings in this Resolution are solely for convenience of reference and shall not constitute a part of this Resolution nor shall they affect its meaning, construction or effect.

22. Constitutional Authority and Severability. The Bonds shall be issued under the provisions of Article VII, Section 10(a) of the Constitution of Virginia (other than Subsection (2) thereof). The principal of and interest on the Bonds shall be payable from ad valorem taxes to be levied without limitation as to rate or amount on all property in the Town subject to taxation, to the extent other funds of the Town are not lawfully available and appropriated for such purpose. If any court of competent jurisdiction shall hold any provision of this Resolution to be invalid and unenforceable, such holding shall not invalidate any other provision hereof.

23. Filing of Resolution. The Authorized Signatory and Clerk to the Town are authorized and directed to see to the prompt filing of a certified copy of this Resolution in the Circuit Court having jurisdiction over the Town, in accordance with Sections 15.2-2607 and 15.2-2627 of the Public Finance Act.

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

Adopted: August 12, 2013.

Mayor of the Town of Rocky Mount, Virginia

ATTEST:

Clerk of the Town of Rocky Mount, Virginia

(Form of Bonds)

Interest on this note is intended by the issuer thereof to be exempt from gross income for federal income tax purposes.

REGISTERED

DATED DATE

R-1

UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA
TOWN OF ROCKY MOUNT

\$ _____
**GENERAL OBLIGATION REFUNDING BOND
SERIES 2013A**

THE TOWN OF ROCKY MOUNT, VIRGINIA (the "Town"), for value received, acknowledges itself indebted and promises to pay to _____ (the "Purchaser"), its registered assigns or legal representative, the principal amount of:

----- DOLLARS (\$-----,000)

on or before _____, together with interest on the outstanding principal amount of this Bond. Principal of and interest on this Bond shall be payable in semi-annual installments in the amounts and on the dates set forth in Schedule I attached hereto.

If any installment of principal of and interest on this Bond is not paid to the registered owner of this Bond on its due date, the Town shall pay to the registered owner a late payment charge in an amount equal to two and one-half percent (2 1/2%) of the overdue installment. Principal and other sums hereunder are payable in lawful money of the United States.

Subject to the provisions of the Bond Purchase Agreement dated as of _____ (the "Agreement"), between the Purchaser and the Town, so long as this Bond is held by the Purchaser or its registered assigns or legal representative, interest is payable by check or draft mailed to the registered owner of this Bond at the address that appears on the registration books kept by the Director of Finance of the Town, who has been appointed registrar and paying agent, or any successor bank or trust company (the "Registrar"). Principal of and premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America. In case any payment date on this Bond shall not be a Business Day (as defined below), then payment of principal, premium, if any, and interest need not be made on such date, but may be made on the

next succeeding Business Day, and, if made on such next succeeding Business Day, no additional interest shall accrue for the period after such payment date. "Business Day" means any Monday, Tuesday, Wednesday, Thursday or Friday on which commercial banking institutions generally are open for business in New York and Virginia. If an Event of Default has occurred and is continuing under the Agreement, the unpaid principal amount of this Bond shall bear interest at the rate of 12 percent per annum or the maximum rate permitted under applicable law, whichever is less.

This Bond has been authorized by a resolution adopted by the Council of the Town on August 12, 2013 (the "Bond Resolution"), and is issued pursuant to the Constitution and the Public Finance Act of 1991 of the Commonwealth of Virginia, and the Agreement. Proceeds of this Bond will be used to provide funds to (a) refund all or a portion of the Town's \$2,380,000 General Obligation Public Improvement Bond, Series 2007; and (b) pay the issuance and financing costs incurred in issuing this Bond, all as set forth in the Resolution.

The full faith and credit of the Town are irrevocably pledged for the payment of principal of and interest and premium, if any, on this Bond and the performance of the Town's obligations under the Agreement. Unless other funds are lawfully available and appropriated for timely payment of this Bond, the Council of the Town shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the Town sufficient to pay when due the principal of and interest and premium, if any, on this Bond.

Notwithstanding anything in this Bond to the contrary, in addition to the payments of the principal provided for by this Bond, the Town shall also pay such additional amounts, if any, which may be necessary to provide for payment in full of all amounts due under the Agreement.

This Bond may be redeemed at the option of the Town upon the terms and conditions set forth in the Agreement.

Transfer of this Bond may be registered upon the registration books of the Bond Registrar. Prior to due presentment for registration of transfer of this Bond, the Registrar shall treat the registered owner as the person exclusively entitled to payment of principal hereof and the exercise of all other rights and powers of the owner.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed, and this Bond, together with all other indebtedness of the Town, is within every debt and other limitation prescribed by the Constitution and statutes of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Town has caused this Bond to be signed by its Mayor and the seal of the Town to be affixed hereto and attested by the Clerk of the Town, and this bond to be dated the date first above written.

(SEAL)

Mayor of the Town of Rocky Mount, Virginia

ATTEST:

Clerk of the Town of Rocky Mount, Virginia

**SCHEDULE I TO
TOWN OF ROCKY MOUNT
GENERAL OBLIGATION REFUNDING BOND
SERIES 2013A**

Installment Number	Principal Installment Amount	Interest Installment Amount	<u>Due Date</u>
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[to be completed at closing]

(Exhibit A cont.)

Interest on this note is intended by the issuer thereof to be exempt from gross income for federal income tax purposes.

REGISTERED

DATED DATE

R-2

UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA
TOWN OF ROCKY MOUNT

\$ _____
**GENERAL OBLIGATION REFUNDING BOND
SERIES 2013B**

THE TOWN OF ROCKY MOUNT, VIRGINIA (the "Town"), for value received, acknowledges itself indebted and promises to pay to _____ (the "Purchaser"), its registered assigns or legal representative, the principal amount of:

----- DOLLARS (\$-----,000)

on or before _____, together with interest on the outstanding principal amount of this Bond. Principal of and interest on this Bond shall be payable in semi-annual installments in the amounts and on the dates set forth in Schedule I attached hereto.

If any installment of principal of and interest on this Bond is not paid to the registered owner of this Bond on its due date, the Town shall pay to the registered owner a late payment charge in an amount equal to two and one-half percent (2 1/2%) of the overdue installment. Principal and other sums hereunder are payable in lawful money of the United States.

Subject to the provisions of the Bond Purchase Agreement dated as of _____ (the "Agreement"), between the Purchaser and the Town, so long as this Bond is held by the Purchaser or its registered assigns or legal representative, interest is payable by check or draft mailed to the registered owner of this Bond at the address that appears on the registration books kept by the Director of Finance of the Town, who has been appointed registrar and paying agent, or any successor bank or trust company (the "Registrar"). Principal of and premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America. In case any payment date on this Bond shall not be a Business Day (as defined below), then payment of principal, premium, if any, and interest need not be made on such date, but may be made on the next succeeding Business Day, and, if made on such next succeeding Business Day, no additional interest shall accrue for the period after such payment date. "Business Day" means

any Monday, Tuesday, Wednesday, Thursday or Friday on which commercial banking institutions generally are open for business in New York and Virginia. If an Event of Default has occurred and is continuing under the Agreement, the unpaid principal amount of this Bond shall bear interest at the rate of 12 percent per annum or the maximum rate permitted under applicable law, whichever is less.

This Bond has been authorized by a resolution adopted by the Council of the Town on August 12, 2013 (the "Bond Resolution"), and is issued pursuant to the Constitution and the Public Finance Act of 1991 of the Commonwealth of Virginia, and the Agreement. Proceeds of this Bond will be used to provide funds to (a) refund all or a portion of the Town's General Obligation Sewer Bond, Series 2001; and (b) pay the issuance and financing costs incurred in issuing this Bond, all as set forth in the Resolution.

The full faith and credit of the Town are irrevocably pledged for the payment of principal of and interest and premium, if any, on this Bond and the performance of the Town's obligations under the Agreement. Unless other funds are lawfully available and appropriated for timely payment of this Bond, the Council of the Town shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the Town sufficient to pay when due the principal of and interest and premium, if any, on this Bond.

Notwithstanding anything in this Bond to the contrary, in addition to the payments of the principal provided for by this Bond, the Town shall also pay such additional amounts, if any, which may be necessary to provide for payment in full of all amounts due under the Agreement.

This Bond may be redeemed at the option of the Town upon the terms and conditions set forth in the Agreement.

Transfer of this Bond may be registered upon the registration books of the Bond Registrar. Prior to due presentment for registration of transfer of this Bond, the Registrar shall treat the registered owner as the person exclusively entitled to payment of principal hereof and the exercise of all other rights and powers of the owner.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed, and this Bond, together with all other indebtedness of the Town, is within every debt and other limitation prescribed by the Constitution and statutes of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Town has caused this Bond to be signed by its Mayor and the seal of the Town to be affixed hereto and attested by the Clerk of the Town, and this bond to be dated the date first above written.

(SEAL)

Mayor of the Town of Rocky Mount, Virginia

ATTEST:

Clerk of the Town of Rocky Mount, Virginia

**SCHEDULE I TO
TOWN OF ROCKY MOUNT
GENERAL OBLIGATION REFUNDING BOND
SERIES 2013B**

<u>Installment Number</u>	<u>Principal Installment Amount</u>	<u>Interest Installment Amount</u>	<u>Due Date</u>
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[to be completed at closing]

BOND PURCHASE AGREEMENT

Between: Industrial Development Authority of the County of Stafford and the City of Staunton, Virginia (the "Purchaser")
c/o Virginia Local Government Finance Corporation
919 East Main Street, Suite 1100
Richmond, VA 23219
Attention: Deputy Director

And: Town of Rocky Mount, Virginia (the "Issuer")
345 Donald Avenue
Rocky Mount, VA 24151
Attention: Linda Woody, Finance Director
Telephone: (540) 483-5243

Dated: August 1, 2013

This Bond Purchase Agreement (the "Agreement") is entered into as of the date set forth above, between the Town of Rocky Mount, Virginia (the "Issuer") and the Industrial Development Authority of the County of Stafford and the City of Staunton, Virginia (the "Purchaser"). For and in consideration of the premises hereinafter contained, Issuer hereby agrees to issue and sell to Purchaser, and Purchaser agrees to purchase and accept, the Bonds, as defined below, on the terms set forth herein. Pursuant to this Agreement and an Assignment Agreement dated as of the Issue Date (the "Assignment Agreement"), by and between the Purchaser and Carter Bank & Trust (the "Bank"), assigning all right, title and interest of the Purchaser in this Agreement and the Bonds (as defined below) to the Bank, the Bank has determined to fund the Loan (as defined below), for the benefit of the Locality, to finance or refinance all or a portion of the costs of the Project (as defined below), and to pay related costs and expenses.

ARTICLE I. DEFINITIONS

As used in the Agreement, the following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means the Bond Purchase Agreement executed by the Issuer and Purchaser, including all exhibits, schedules and attachments attached thereto.

"Authorizing Statute" means the Virginia Public Finance Act in the Code of Virginia.

"Bonds" means both the Series 2013A Bond and the Series 2013B Bond, as issued by the Issuer, each to finance its corresponding portion of the Project.

"Bond Counsel" means Spotts Fain PC.

"Code" is defined in Section 3.1(f).

"Depository Agent" means U.S. Bank, National Association at the office noted in the Depository and Disbursement Agreement, as defined herein.

"Escrow Agent" means U.S. Bank, National Association at the offices noted on the execution page of the Escrow Agreement.

"Escrow Agreement" is defined in Section 4.2 herein.

"Event of Default" is defined in Section 6.1.

“Issue Date” is August 21, 2013.

“Issuer” means the entity identified as such in the first paragraph of the Agreement, and its permitted successors and assigns.

“Loan” means the lending by the Purchaser of the proceeds of the Bonds to the Issuer, for repayment under the terms and conditions of this Bond Purchase Agreement.

“Project” means the current refunding of the Issuer’s General Obligation Sewer Bond, Series 2001 issued to the Virginia Resources Authority under a Financing Agreement dated November 1, 2001 (the “2001 Bond”), and the advance refunding of the Issuer’s \$2,380,000 General Obligation Public Improvement Bond, Series 2007 (the “2007 Bond”), each to be refunded with the proceeds of corresponding Bonds, and the payment of related costs.

“Purchaser” means the entity identified as such in the first paragraph of the Agreement, and its successors and assigns.

“Resolution” means the resolution of the council of Issuer authorizing the execution and delivery of this Agreement and the issuance of the Bonds.

“Series 2013A Bond” means the Issuer’s \$_____ General Obligation Refunding Bond, Series 2013A, issued to advance refund the 2007 Bond and cover the payment of the costs of the Project related thereto.

“Series 2013B Bond” means the Issuer’s \$_____ General Obligation Refunding Bond, Series 2013B, issued to current refund the 2001 Bond and cover the payment of the costs of the Project related thereto.

“State” means the Commonwealth of Virginia.

ARTICLE II. PURCHASE OF BONDS

Section 2.1 **Purchase and Form of Bonds.** On the terms, and subject to the conditions set forth in this Agreement, Purchaser hereby agrees to purchase the Bonds, at a price of 100 percent of the par amount of each thereof. The combined principal amount of the Bonds shall be \$_____. The forms of the Bonds are attached to the Resolution and incorporated herein by this reference. The Bonds are issued pursuant to the Authorizing Statute.

Section 2.2 **Interest; Installments.** The Bonds shall bear interest at the rates of interest as shown on the Schedule I affixed to each of the Bonds and as calculated on a 30/360-day basis. Issuer will repay the Bonds in semiannual installments, including principal and interest, on each February 1 and August 1, beginning February 1, 2014, and ending August 1, 2022 and February 1, 2037 for the Series 2013B Bond and the Series 2013A Bond, respectively. Payments shall be made consistent with the Schedule I affixed to each of the Bonds.

Section 2.3 **Application.** Any payments by Issuer to Purchaser shall be applied first to pay accrued interest, and second to pay principal.

Section 2.4 **Option to Prepay.** The Issuer shall have the right to prepay any amount under the Series 2013A Bond in whole or in part, at par without penalty, on any interest payment date occurring on or after August 1, 2023 from time to time. The Issuer shall not have the right to prepay any amount under the Series 2013B Bond.

ARTICLE III. COVENANTS AND CONDITIONS

Section 3.1 **Covenants of the Issuer.** As of the Issue Date, Issuer represents, covenants and warrants for the benefit of Purchaser as follows:

- (a) Issuer is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to issue the Bonds, and to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder.

- (b) Issuer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Issuer should merge with another entity under the laws of the State, Issuer agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Issuer's rights and shall assume Issuer's obligations under the Bonds and the Agreement.
- (c) Issuer has been duly authorized to issue the Bonds and to execute and deliver the Agreement by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Bonds and the Agreement, and Issuer has complied with such public bidding requirements as may be applicable to the Bonds, the Agreement and the Project. On the Issue Date, Issuer shall cause to be delivered an opinion of counsel, as to the federal and state tax exemption of interest on the Bonds, with such changes therein as may be approved by Purchaser.
- (d) Issuer will provide Purchaser with current financial statements and budgets and such other financial information of Issuer as Purchaser may request, in such form and containing such information as may be requested by Purchaser.
- (e) Issuer will expend the proceeds of the Bonds on costs and expenses of the Project for which the Issuer may expend bond proceeds under the Authorizing Statute.
- (f) Issuer will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest on the Bonds. Issuer covenants and agrees that it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purpose for which the Bonds have been issued, and that no part of the proceeds of the Bonds shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Bonds, would have caused the Bonds or related Bonds of the Project to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Bonds. In furtherance of the covenant contained in the preceding sentence, the Issuer agrees to comply with the tax compliance certificate delivered at the Issue Date and the provisions of Section 141 through 150 of the Code, as applicable. Further, Issuer covenants and agrees that it will comply with the exception to the provisions of Section 265 of the Code and that it is a "small issuer," as that term is used in Section 265 of the Code, and that the interest on the Bonds will be bank qualified for tax exemption.
- (g) The issuance of the Bonds and the execution, delivery and performance of the Agreement and compliance with the provisions thereof by Issuer does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Issuer is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Issuer or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Issuer or to which it is subject.

Section 3.2 **Conditions.** Purchaser's obligation to purchase the Bonds on the Issue Date is subject to satisfaction of the following conditions:

- (a) Purchaser shall have received a certified copy of the duly authorized Resolution;
- (b) Purchaser shall have received an original of the Agreement, an original of the Series 2013A Bond and an original of the Series 2013B Bond, all duly executed by Issuer in accordance with the Resolution;
- (c) Purchaser shall have received an opinion of Bond Counsel, in form and substance satisfactory to Purchaser's counsel, to the effect that:

- i. the Resolution, the Agreement, and the Bonds are valid and legally binding obligations of Issuer, enforceable against Issuer in accordance with their terms, except to the extent that enforceability may be limited by or rendered ineffective by (A) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally; (B) the application of equitable principles and the exercise of judicial discretion in appropriate cases; (C) common law and statutes affecting the enforceability of contractual obligations generally; and (D) principles of public policy concerning, affecting or limiting the enforcement of rights or remedies against governmental entities such as Issuer,
 - ii. the interest payable on the Bonds is excludable from gross income under the Code;
 - iii. the Bonds are not "private activity" bonds within the meaning of Section 141 of the Code, and
 - iv. the Bonds have been designated by Issuer as qualified tax-exempt obligations under Section 265(b)(3)(B) of the Code;
- (d) Purchaser shall have received the certificate of a duly authorized representative of Issuer to the effect that:
- i. there is no action, suit, proceeding, or investigation at law or in equity before or by any court or government body pending or, to the best of the knowledge of Issuer, threatened against Issuer to restrain or enjoin the adoption of the Resolution or the execution and delivery of this Agreement or the issuance of the Bonds, or the collection and application of funds as contemplated by this Agreement and the Bonds, which in the reasonable judgment of Issuer, would have a material and adverse effect on the ability of Issuer to pay amounts due under the Bonds, and
 - ii. the adoption of the Resolution and the execution and delivery of the Agreement and the Bonds do not and will not conflict in any material respect with or constitute on the part of Issuer a breach of or default under any law, charter provision, court decree, administrative regulation, resolution, ordinance, or other agreement or instrument to which Issuer is a party or by which it is bound;
- (e) Purchaser shall have received such additional legal opinions, certificates, proceedings, instruments, or other documents as Purchaser or Bond Counsel may reasonably request to evidence compliance by Issuer with the legal requirements for adoption of the Resolution, execution and delivery of the Agreement, issuance of the Bonds, acquisition and construction of the Project and the due performance or satisfaction by Issuer of all agreements then to be performed and all conditions then to be satisfied by Issuer.

ARTICLE IV. PAYMENT AND SECURITY

Section 4.1 **Payment of Bonds.** Issuer shall promptly pay the principal of, and interest and premium, if any, on the Bonds, exclusively from legally available funds, in lawful money of the United States of America, in such amounts and on such dates as described in the Agreement and the Bonds, by, as directed by the Purchaser or its lawful successor or assignee, either (i) check or draft mailed to the registered owner of the Bonds at the address that appears on file with the Registrar; or (ii) wire transfer to the registered owner of the Bonds at the account of the registered owner of the Bonds that appears on file with the Registrar. Issuer and Purchaser acknowledge the execution and delivery as of the Issue Date of a Depository and Disbursement Agreement (the "Depository and Disbursement Agreement") between Purchaser, Bank and Depository Agent (as defined in the Depository and Disbursement Agreement). Issuer and Purchaser agree that Depository Agent shall collect payments made by Issuer for the benefit of Purchaser and its successors or assigns. Depository Agent, by duly executing the Agreement, acknowledges and agrees to the rights and responsibilities set forth herein as Depository Agent. Depository Agent shall credit the account of Issuer for payments made on its books and records and shall make such books and records available for Issuer or Purchaser, or its successors or assigns, upon the reasonable request therefor. Issuer shall pay Purchaser a charge on any delinquent payments in an amount sufficient to cover all additional costs and expenses incurred by Purchaser from such delinquent payment. In addition, Issuer shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent payments of principal of and interest and premium, if any, on the Bonds, and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

Section 4.2 **Use of Proceeds; Escrow Agreement.** Issuer directs Purchaser to use a portion of the proceeds of the Series 2013B Bond to pay upon the earlier of maturity or redemption the outstanding principal and accrued interest of the 2001 Bond, plus any applicable redemption premium, and to pay the costs of issuing the Series 2013B Bond. Issuer and Purchaser acknowledge and agree that an Escrow Agreement dated August 1, 2013 (the "Escrow Agreement"), entered into by the Industrial Development Authority of the County of Stafford and the City of Staunton, Virginia, as owner of the 2007 Bond, and the Escrow Agent, shall be used to make payment out of proceeds of the Series 2013A Bond (i) to pay when due the interest on the 2007 Bond and (ii) to pay upon the earlier of maturity or redemption the principal of the 2007 Bond, plus any applicable redemption premium.

Section 4.3 **Full Faith and Credit.** The full faith and credit of Issuer is irrevocably pledged for the payment of the principal of and premium, if any, and interest on the Bonds and all other payment obligations under the Agreement. Unless other funds are lawfully available and appropriated for timely payment of the Bonds and all other payment obligations under the Agreement, Issuer shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in Issuer sufficient to pay when due the principal of and premium, if any, and interest on the Bonds and all other payment obligations under the Agreement.

Section 4.4 **Obligations Absolute.** To the extent permitted by law, the obligations of Issuer to make the payments required under the Bonds and the Agreement and to perform and observe the other agreements on its part contained in the Bonds and the Agreement shall be absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever while any portion of either of the Bonds remains unpaid regardless of any contingency, act of God, event or cause whatsoever. Issuer shall pay absolutely net the amounts required to be paid hereunder, regardless of any rights of set-off, recoupment, abatement or counterclaim that Issuer might otherwise have against Purchaser, its successors or assigns or any other party or parties.

Section 4.5 **Agreement to Survive.** The provisions of the Agreement will survive the issuance of the Bonds and the payment of the purchase price therefor. The Agreement will terminate upon the payment in full of all amounts due under the Bonds and the Agreement, provided that any prepayment is undertaken in accordance with the Agreement and further provided that Section 5.3 of the Agreement will survive its termination.

ARTICLE V. ASSIGNMENT; RISK OF LOSS

Section 5.1 **Assignment by Purchaser.** The Issuer expressly acknowledges that, pursuant to the Assignment Agreement, all right, title and interest of the Purchaser in and to this Agreement and the Bonds, have been assigned to the Bank as security for the amounts due hereunder. The Issuer hereby approves and consents to such assignment and waives any further notice of such assignment. This Agreement and the Bonds, including (without limitation) the right to receive payments required to be made by the Issuer hereunder and to compel or otherwise enforce performance by the Issuer of its other obligations hereunder, may be further transferred, assigned and reassigned in whole or in part to one or more assignees or subassignees by the Bank at any time subsequent to their execution without the necessity of obtaining the consent of, but after giving notice to, the Issuer. Issuer agrees to execute all documents, including notices of assignment that may be reasonably requested by Purchaser, Bank or any further assignee to evidence any such assignment or reassignment, including without limitation the issuance of a new Bond of like tenor registered in the name of the assignee upon surrender of the old Bond. If any Bond is lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to Issuer, and Issuer shall execute and deliver a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen, upon receipt of a written indemnity from Bank reasonably satisfactory to Issuer.

Section 5.2 **Assignment by Issuer.** NONE OF ISSUER'S OBLIGATIONS UNDER THE BONDS OR THE AGREEMENT MAY BE ASSIGNED BY ISSUER FOR ANY REASON WITHOUT THE PRIOR WRITTEN CONSENT OF PURCHASER.

Section 5.3 **Risk of Loss Covenants.** Issuer shall not be required to indemnify or hold Purchaser harmless against liabilities arising from the Agreement. However, as between Purchaser and Issuer, and to the extent permitted by law, Issuer shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Bonds or the Agreement, including, but not limited to, the loss of federal tax exemption of the interest on the Bonds, except that Issuer shall

not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from the gross negligence or willful misconduct of the Purchaser.

ARTICLE VI. DEFAULT

Section 6.1 **Events of Default Defined.** Any of the following shall constitute an “Event of Default” under the Agreement:

- (a) Failure by Issuer to make any payment of principal of, or interest or premium on, the Bonds, or other payment required to be paid under the Agreement, at the time specified therein;
- (b) Failure by Issuer to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Bonds or the Agreement, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Issuer by Purchaser, unless Purchaser shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Purchaser will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Issuer within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Issuer in the Agreement or the Bonds shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Issuer shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Issuer, or of all or a substantial part of the assets of Issuer, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Issuer in any bankruptcy, reorganization or insolvency proceeding; or
- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Issuer or of all or a substantial part of the assets of Issuer, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

Section 6.2 **Remedies on Default.** If an Event of Default shall have occurred, Purchaser may proceed against Issuer and its agents, officers and employees to protect and enforce the rights of Purchaser under either of the Bonds and the Agreement by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained in either of the Bonds or in the Agreement, or in an award of execution of any power herein granted for the enforcement of any proper, legal or equitable remedy as Purchaser may deem most effectual to protect and to enforce its rights under the Bonds or the Agreement, or to enjoin any act or thing which may be unlawful or in violation of any right of Purchaser under the Bonds or the Agreement, or to require Issuer to act as if it were the trustee of an express trust, or any combination of such remedies. While any Event of Default exists, the unpaid principal amount of the Bonds shall bear interest at the rate of 12 percent per annum or the maximum rate permitted by applicable law, whichever is less.

Section 6.3 **No Remedy Exclusive.** No remedy conferred upon or reserved to Purchaser in the Agreement or the Bonds is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or the Bonds now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Purchaser to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 6.4 **Costs and Attorney Fees.** Upon the occurrence of an Event of Default by Issuer in the performance of any term of the Agreement or the Bonds, Issuer agrees to pay to Purchaser or reimburse Purchaser for, in addition to all other amounts due hereunder, all of Purchaser's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Issuer, and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of the Agreement or the Bonds, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE VII. MISCELLANEOUS

Section 7.1 **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to the Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), and to any assignee at its address.

Section 7.2 **Further Assurances.** Issuer agrees to execute such other and further documents and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Purchaser, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of the Agreement.

Section 7.3 **Binding Effect.** The Agreement and the Bonds shall inure to the benefit of and shall be binding upon Purchaser and Issuer and their respective successors and permitted assigns.

Section 7.4 **Severability.** In the event any provision of the Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.5 **Waiver of Jury Trials.** ISSUER AND PURCHASER HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THE BONDS OR THIS AGREEMENT OR THE ACTIONS OF PURCHASER OR ISSUER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

Section 7.6 **Amendments, Changes and Modifications.** The Agreement may be amended in writing by Purchaser and Issuer.

Section 7.7 **Execution in Counterparts.** The Agreement hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.8 **Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State.

Section 7.9 **Captions.** The captions or headings in the Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Purchaser and Issuer have caused the Bond Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Purchaser: Industrial Development Authority of the County of Stafford and the City of Staunton, Virginia
By:
Name: Robert W. Lauterberg
Title: Secretary-Treasurer

Issuer: Town of Rocky Mount, Virginia
By:
Name:
Title: Mayor

Address for Notice:
c/o Virginia Local Government Finance Corporation
919 East Main Street, Suite 1100
Richmond, VA 23219
Phone: (804) 648-0635
Attention: Deputy Director

Attest:
By:
Name: C. James Ervin
Title: Town Manager

Address for Notice:
345 Donald Avenue
Rocky Mount, VA 24151
Telephone: (540) 483-7660
Attention: Finance Director

**THE UNDERSIGNED ACKNOWLEDGES
RECEIPT OF A COPY OF THE AGREEMENT
AND CONSENTS TO THE DUTIES AND
RESPONSIBILITIES SET FORTH THEREIN:**

Depository Agent: U.S. Bank National Association
By:
Name: Beverly A. Freeney
Title: Vice President

Address for Notice:
100 Wall Street, 16th Floor
New York, NY 10005
Telephone: 212-361-2893
Facsimile: 212-509-3384
Attention: Beverly A. Freeney, Vice President

ITEM(S) TO BE CONSIDERED UNDER:

- Hearing of Citizens** **Consent Item** **Old Business** **New Business**
 Committee Report **Other**

FOR COUNCIL MEETING DATED:	August 12, 2013
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STAFF MAKING REQUEST:	C. James Ervin, Town Manager
BRIEF SUMMARY OF REQUEST:	On behalf of the 2013-2014 Student Council Association (SCA) of Franklin County High School, Ms. Anitra Holland is requesting Council's approval to allow them to hold their homecoming parade on Thursday, September 12, 2013, beginning at approximately 5:30 p.m. Attached is Ms. Holland's letter outlining the parade route. Chief Cundiff has given his approval.
ACTION NEEDED:	Approval/denial of request.

Attachment(s): Yes

FOLLOW-UP ACTION: (To be completed by Town Clerk)
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FRANKLIN COUNTY PUBLIC SCHOOLS

Franklin County High School

700 Tanyard Road • Rocky Mount, VA 24151-1510
(540) 483-0221 • Fax (540) 483-5306

July 31, 2013

Rocky Mount Town Council
Rocky Mount Municipal Building
345 Donald Avenue
Rocky Mount, VA 24151

Rocky Mount Town Council Members:

The 2013-2014 Student Council Association (SCA) of Franklin County High School requests permission from the Rocky Mount Town Council to sponsor a homecoming parade on Thursday, September 12, 2013 beginning at approximately 5:30 p.m. The parades held the last two years were very successful, and SCA met its goals in positively promoting school spirit amongst students, faculty, staff, and the community. SCA looks forward to continuing this tradition.

Chief David Cundiff has given his verbal support of the parade and will work with us to secure a route and provide police services for the event. The planned parade route begins in the Coast-to-Coast parking lot located at 457 S. Main Street, turning right on S. Main Street (out of the parking lot), left on N. Main Street, right on Pell Avenue, left on Tanyard Road, and a final right on ~~Pell Avenue~~. The parade will end in the Franklin County High School bus parking lot.

Perdue Lane

The student officers of SCA are eager to begin working specific details for the Homecoming festivities. Please support Franklin County High School and the student council and its goal to provide an opportunity for all to participate, support, and demonstrate pride in our schools and community. Feel free to contact me with any further questions at (540) 484-3233.

Sincerely,

Ms. Anitra L. Holland
Teacher & Student Council Association Faculty Adviser/Sponsor
Franklin County High School

cc: Mr. Steven C. Angle, Town Mayor
Mr. C. James Ervin, Town Manager

ITEM(S) TO BE CONSIDERED UNDER:

- Hearing of Citizens** **Consent Item** **Old Business** **New Business**
 Committee Report **Other**

FOR COUNCIL MEETING DATED:	August 12, 2013
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STAFF MAKING REQUEST:	Matthew C. Hankins, Assistant Town Manager Planning & Zoning Administrator
BRIEF SUMMARY OF REQUEST:	Presentation of the annual 2012 Planning Commission report.
ACTION NEEDED:	Approval/denial of report.

Attachment(s): Yes

FOLLOW-UP ACTION: (To be completed by Town Clerk)
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PLANNING COMMISSION ANNUAL REPORT 2012

PLANNING COMMISSION

Janet Stockton, Chair

Muse Field Rd. 2017

John Speidel, Vice Chair

South Main St. 2015

Bud Blanchard

Hillcrest Dr. 2017

Ina Clements

Pell Ave. 2015

Jerry Greer

Circle Dr. 2017

Derwin Hall

Riverview St. 2015

John Tiggler

B.T. Washington Hwy. 2015

SUPPORT STAFF

Matthew C. Hankins

*Planning & Zoning Administrator
Subdivision Agent*

Patrick N. Rust

*Town Planner
Code Enforcement Officer*

Stacey B. Sink

*Planning Technician
Clerk to Planning Commission*

John T. Boitnott

Town Attorney

C. James Ervin

Town Manager

Letter from the Chair

Mayor Angle & Members of Town Council:

On behalf of the Planning Commission of the Town of Rocky Mount, it is my pleasure to present you with the Annual Report of the Commission to Council and Citizens.

Planning Commission worked hard in 2012 to be the eyes and ears of the citizens of the Town of Rocky Mount, and to focus on a future vision of the Town that will allow all of its residents to grow and prosper.

Throughout the year, we reviewed ordinance revisions, code enforcement, and traffic issues, always with an eye on preserving the safety, beauty, and sense of community that abounds in the Town of Rocky Mount. After working hard in previous years to create the Arts & Culture District as a new way of attracting development by spotlighting our region's most indigenous cultural assets, we were pleased to hear requests from the community to give life to the District. We were also pleased with Town Council's effort to support the District through the creation of a performance center, a facility which will serve to anchor the District for many years to come. The center will certainly enhance our already wonderful Town!

The Commission strives hard to establish and support good planning practices, and to provide Council and staff with solid recommendations reflective of those practices. We hope you all agree.

On behalf of the Commission, we are honored to represent the citizens of the Town of Rocky Mount and eager to fulfill our mission of preparing Rocky Mount for its future while always keeping an eye on its past.



Sincerely,

Janet Stockton, Chair

Commission in Motion: Planning for You

January

Discussed pending revisions to the Zoning & Development Ordinance which, when complete, will bring the Ordinance into compliance with State Code.

Received information on the Town's purchase of the old Lynch Hardware Building, for the purpose of creating a music venue in town.

Planned meeting calendar for the year.

Expressed concern over timing of traffic lights in town and what could be done to improve traffic flow.

February

Met in work session to review the numerous proposed revisions to the Zoning & Development Ordinance, revisions which will correct errors in the code and bring it into compliance with State Code.

March

Heard special use request of Mary Thelma Wray for a mural sign to be erected on the north side of her Artisan Center building and held public hearing on the matter. No one from the public came forward to express any concerns. Planning Commission's major concerns were about size and content. Planning Commission recommended approval, but stipulated that Mrs. Wray must limit the size of her mural and also work with Town staff regarding content. Town Council agreed to the conditions and approved her request the following week.



April

Heard special use request of the Rocky Mount Center for the Arts, Inc. for mural signs to be erected on the south, north and west walls of the Grainery building and held a public hearing on the matter. Planning Commission's primary concerns were mural content and plans for the west wall. Planning Commission recommended approval, but stipulated that the Center will paint the mural directly onto the wall and will work with staff regarding images for the north and south faces. Planning Commission also asked that before any work is done to the west wall which faces a residential area, the Center will work with staff on the matter. Town Council agreed to the conditions and approved the Center's request, also specifying that each side mural may take up all of the space on

each side.

Discussed project options to include on the VDOT 6-Year Plan to fill an opening made when the Pigg River Bridge Replacement Project received funding. Planning Commission recommended that the realignment of Pell Avenue, Franklin Street, and North Main Street at the Hub intersection be added to the Plan. The recommendation was approved by Town Council at its regular April meeting.

May

Heard special use request of Piedmont Community Services to offer on-site client services at its West Church Street location and held a public hearing. Planning Commission's primary concerns centered around the amount of people coming and going from the site, including both employees and clients, days of operation, and parking. Planning Commission recommended approval of the request, limiting the number of workers to five, the days of operation to Monday through Friday, and asked that PCS report back to the Town after six months of operations. Town Council approved the recommendation the following week.

Held a public hearing and approved a pared-down capital improvement plan for FY 2012 - FY 2017.

June & July

Held additional work sessions to discuss pending Zoning Ordinance revisions.

August

Planning Commission held a joint work session with Town Council to discuss proposed Zoning Ordinance revisions. The session resulted in approval from Council to proceed with a public hearing in September regarding the proposed ordinance changes.

September

Planning Commission held two public hearings. The first represented the culmination of what was perhaps the biggest accomplishment of the year: recodifying and amending the Zoning and Development Ordinance to bring it current with State Code. This was a daunting and tedious task that

involved many hours of staff time, as well as several hours of review by Planning Commission.

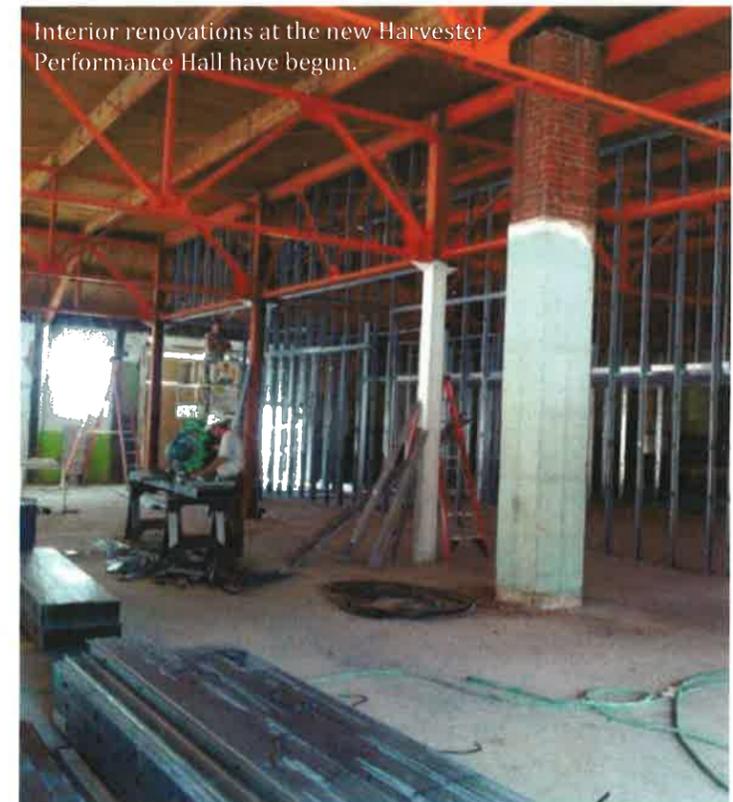
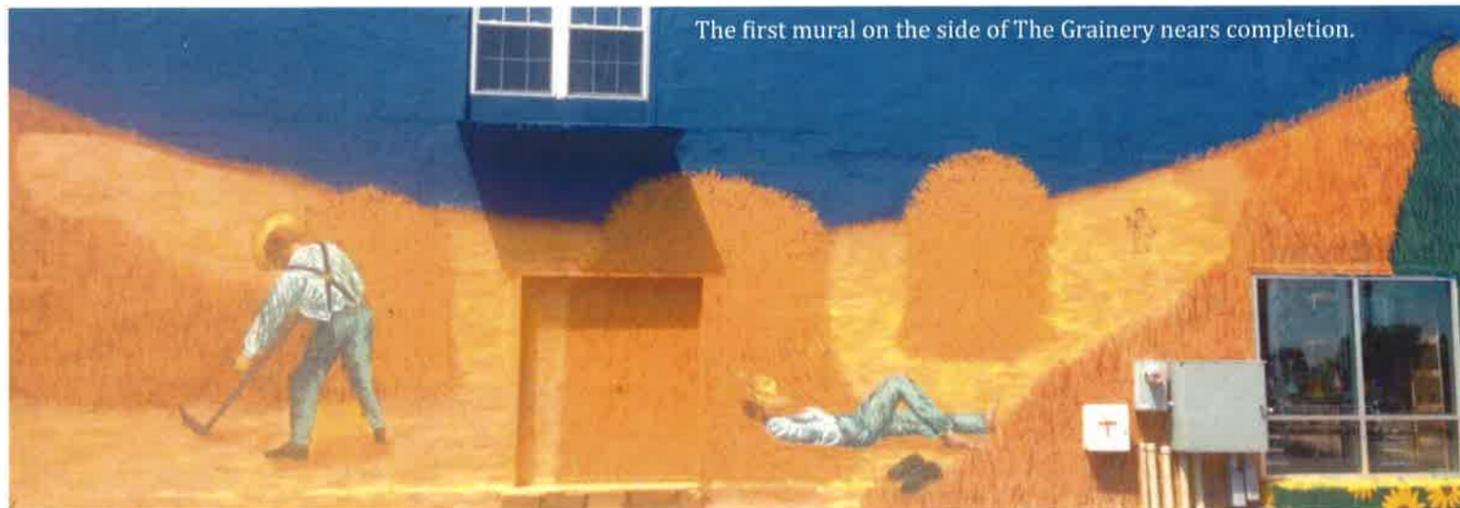
Also heard special use request of Mary Thelma Wray for a mural sign to be erected on the south side of her Artisan Center building and held public hearing on the matter. This replaced her March request. Planning Commission recommended approval with the same conditions and Town Council approved.

November

Reviewed the Development Fee Schedule and recommended changes to Town Council that shifted the greatest costs to the types of developments that consume the greatest amount of staff time. Planning Commission was also happy to recommend the reduction of some of the non-commercial fees. Town Council approved the recommendation the following week.

December

Discussed issues with the Town's current weed and trash code. Made recommendations to both shorten the amount of time allowed to abate a violation and reduce the weed and grass maximum height regulation.



Upcoming Planning Projects for 2013 and Beyond

Complete Comprehensive Plan

Staff, with input from the Commission, continues to edit and re-write the Town's Comprehensive Plan, with an anticipated completion in early fall 2013. Following this substantial re-write, the Commission will strive to review portions of the plan on an annual basis.

Town- Initiated Rezonings

Planning Commission has considered a staff request to investigate town-initiated rezonings on several properties which do not reflect the appropriate zoning based on the use. The properties staff seeks to investigate are primarily publicly owned and operated spaces which should be zoned Public or Open Space instead of their current designations.

Protection of Redeveloped Areas

With the significant investments made by the Town in parking and redeveloping Uptown and Downtown, staff and the Commission will work with utilities to develop code protecting redeveloped areas from overhead utility deployment.

Increased Land-Use Issues

As the economy rebounds from long-term distress, staff expects to see an increased need for Planning Commission's review of land-use issues. A better economy means more dollars available for land development, be it residential, commercial, or industrial, and staff anticipates a steady increase in the number of special land-use requests coming before the Commission.

Special Downtown Planning Needs

As the Harvester Performance Hall transitions from a dream into a reality by early 2014, staff expects to see a greater need for addressing planning issues in the Downtown area. As new

2012 ATTENDANCE RECORD

	Attended	Percent
Janet Stockton	11 of 11	100%
John Speidel	10 of 11	91%
Bud Blanchard	9 of 11	82%
Ina Clements	9 of 11	82%
Jerry Greer*	7 of 11	64%
Derwin Hall**	7 of 11	64%
John Tiggie	11 of 11	100%

* Mr. Greer, at times, had concurrent meetings with Council which required his absence from Planning Commission.

** Mr. Hall had temporary conflicts due to his employment.

businesses locate and existing businesses relocate or expand in the area, planning issues such as parking and signage, along with the unanticipated needs of growing businesses, will need review. Staff and Planning Commission agree that these will be good issues to face.

Light Ordinance

Planning Commission recognizes the need to protect landowners from the intrusion of light from other properties. Staff will work with Planning Commission to determine if adequate protection is currently afforded to Town residents. This is particularly important in residential areas adjacent to higher-growth development areas.

Joint Meetings with Town Council

Planning Commission looks forward to opportunities to meet jointly with Town Council. These meetings are critical to the planning process, allowing the two bodies to work together in reviewing and determining planning priorities for the community.

Where Do We Grow from Here?

As part of the comprehensive planning process, Planning Commission will need to consider potential growth areas for the Town. As the Town invests in the development of streets, utilities and infrastructure, Planning Commission's role as an advisory board with a firm foundation in solid planning practices will be the guiding force in directing the Town's growth along the right path.

ITEM(S) TO BE CONSIDERED UNDER:

- Hearing of Citizens** **Consent Item** **Old Business** **New Business**
 Committee Report **Other**

FOR COUNCIL MEETING DATED:	August 12, 2013
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STAFF MAKING REQUEST:	Linda Woody, Finance Director Charlie Robertson, Fire Chief
BRIEF SUMMARY OF REQUEST:	<p>The 2001 Pierce aerial fire truck is in need of an unanticipated repair to replace the swivel and related hardware at an estimated \$14,000. Since this repair is unanticipated and unbudgeted, contingency funds will be needed.</p> <p>Attached is a draft "Town of Rocky Mount Supplemental Appropriation Resolution for the Fiscal Year Ending June 30, 2014" that addressing this repair.</p>
ACTION NEEDED:	Approval/denial of \$14,000 from General Fund contingency funds to cover the repair costs for the 2001 Pierce aerial fire truck.

Attachment(s): Yes

FOLLOW-UP ACTION: (To be completed by Town Clerk)
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**TOWN OF ROCKY MOUNT
SUPPLEMENTAL APPROPRIATION RESOLUTION
FOR THE FISCAL YEAR ENDING JUNE 30, 2014**

WHEREAS, the Town Council of Rocky Mount approved a budget for the fiscal year beginning July 1, 2013 through June 30, 2014, hereafter known as FY 2014; and

WHEREAS, Atlantic Emergency Solutions has submitted an estimate of \$14,000 to replace the existing swivel and attachments on the Pierce aerial fire truck, a repair that was not anticipated.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of Rocky Mount does hereby appropriate the following supplemental expenditure from contingency for FY 2014 to repair the aerial fire truck:

Expenditure:	
Account 01.3202.0000.0000.7008 (Fire Equipment)	\$14,000
Contingency:	
Account 01.9102.0000.0000.9959 (Contingency)	\$14,000

GIVEN UNDER MY HAND, THIS 12TH DAY OF AUGUST 2014:

Steven C. Angle, Mayor

ATTESTED:

Patricia H. Keatts, Town Clerk