

ROCKY MOUNT TOWN COUNCIL
AGENDA
REGULAR COUNCIL MEETING
TO BE HELD IN COUNCIL CHAMBERS
ROCKY MOUNT MUNICIPAL BUILDING
345 DONALD AVENUE
ROCKY MOUNT, VIRGINIA
DECEMBER 12, 2011
AT 7:00 P.M.

NOTE: WHEN SPEAKING BEFORE TOWN COUNCIL, PLEASE COME TO THE PODIUM AND GIVE YOUR NAME AND ADDRESS, ADDRESSING THE TOWN COUNCIL AND NOT THE AUDIENCE. WHEN GIVING COUNCIL ANY DOCUMENTATION, COPIES ARE TO BE GIVEN TO 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 MEETINGS FOR RESIDENTS WITH SPECIAL HEARING NEEDS. ASK ANY STAFF MEMBER OR THE CLERK AND A DEVICE WILL BE LOANED TO YOU.

- I. Roll Call
- II. Pledge of Allegiance
- III. Approval of Agenda
- IV. Special Items
- V. Public Hearing(s)
- VI. Approval of Draft Minutes
 - November 14, 2011 Regular Council Meeting
- VII. Approval of Consent Agenda
 - Miscellaneous Resolutions/Proclamations
 - Miscellaneous Action
 - Departmental Monthly Reports
 - Community Development
 - Finance Department
 - Fire Department
 - Police Department
 - Public Works Department
 - Wastewater Department
 - Water Department
- VIII. Hearing of Citizens
 - A. Franklin County High School Senior Class Request
 - Review and consideration of request to hold a 5k race on March 31, 2011 in downtown Rocky Mount
 - B. Virginia Shirley Regarding Town of Rocky Mount's Farmers' Market
 - Addressing Rocky Mount Town Council regarding the Town's Farmers' Market.
- IX. Old Business
 - A. Town of Rocky Mount's Utility Rates
 - Review and consideration of approval of proposed Town of Rocky Mount's utility rates as presented by Town Manager and Finance Director.

- B. Proposed Funding to Staff Town of Rocky Mount Community & Hospitality Center (Depot)
 - Review and consideration approval of proposed funding to staff the Town of Rocky Mount Community & Hospitality Center as presented by Assistant Town Manager.
- C. Draft "A Resolution of Approval and Acceptance of Conveyance of Herman A. Hunt Property Identified as a Portion of Tax Map Number 204.00-369.00"
 - Review and consideration of approval of draft resolution as drafted by the Town Attorney regarding the conveyance of Herman A. Hunt property.

- X. New Business
 - A. Purchase of Lynch Hardware Building and Update on the Planning Process for a Music Venue
 - Update and planning process for a music venue by Assistant Town Manager regarding the purchase of Lynch Hardware Building.

- XI. Committee Reports
 - A. Public Utilities Committee
 - Review and consideration of recommendation of Public Utilities Committee regarding: (1) Intern position for the Waste Water Treatment Plant; and (2) Updates to Chapter 58 of the Town of Rocky Mount Code
 - B. Finance & Human Services Committee
 - Review and consideration of recommendation of Finance & Human Services Committee regarding proposed revisions to the Town of Rocky Mount's Holiday Policy and Vehicle Policy.

- XII. Other Matters, Concerns and Rise 'N Shine Appearances
 - A. Referrals to Planning Commission from Rocky Mount Town Council
 - B. Council Members Appearing with Town Staff on Rise 'N Shine

- XIII. Closed Meeting and Action
 - Section 2.2-3711(A).3 - Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body (relative to Worley Subdivision).

- XIV. Adjournment

Copies of 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, 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.

AGENDA ITEM	SYNOPSIS AGENDA DECEMBER 12, 2011 REGULAR ROCKY MOUNT TOWN COUNCIL MEETING
I. Roll Call II. Pledge of Allegiance	
III. Approval of Agenda	<i>Enclosure: Yes</i>
IV. Special Items	<i>Enclosure: No</i>
V. Public Hearing(s)	<i>(none at this time)</i> <i>Enclosure: No</i>
VI. Approval of Draft Minutes	<ul style="list-style-type: none"> ● November 14, 2011 Regular Council Meeting <i>Enclosure: Yes</i>
VII. Approval of Consent Agenda	<ul style="list-style-type: none"> ● Miscellaneous Resolutions/Proclamations ● Miscellaneous Action ● Departmental Monthly Reports <ul style="list-style-type: none"> - Community Development - Finance Department - Fire Department - Police Department - Public Works Department - Wastewater Department - Water Department ● Bill List <i>Enclosure: Yes</i>
VIII. Hearing of Citizens	<p>A. <u>Franklin County High School Senior Class Request</u></p> <p>Amy Brooks, a member of the Franklin County High School Senior Class, is requesting Council's approval of allowing them to hold a 5k race on March 31, 2012 in the downtown area of Rocky Mount. More specific information will be available during the Council meeting regarding proposed route and time element. Prior to the meeting, they will be contacting the Chief of Police for their approval of the route they will be taking.</p> <i>Enclosure: Yes</i>

<p>VIII. Hearing of Citizens (continued)</p>	<p>B. <u>Virginia Shirley Regarding Town of Rocky Mount's Farmers' Market</u></p> <p>Mrs. Shirley indicated that wanted to address Council about the Farmers' Market.</p> <p><i>Enclosure: No</i></p>
<p>IX. Old Business</p>	<p>A. <u>Town of Rocky Mount's Utility Rates</u></p> <p>Enclosed is a summarization from the Town Manager regarding proposed utility rates as requested by the Rocky Mount Town Council during their November 1, 2011 work session.</p> <p><i>Enclosure: Yes</i></p> <p>B. <u>Proposed Funding to Staff Town of Rocky Mount Community & Hospitality Center (Depot)</u></p> <p>Enclosed is a summarization from the Assistant Town Manager regarding proposed funding to staff the Town of Rocky Mount Community & Hospitality Center (Depot).</p> <p><i>Enclosure: Yes</i></p> <p>C. <u>Draft "A Resolution of Approval and Acceptance of Conveyance of Herman A. Hunt Property Identified as a Portion of Tax Map Number 204.00-369.00"</u>.</p> <p>During the regular Rocky Mount Town Council meeting of October 10, 2011, Council held a public hearing to authorize acquisition and disposition of real property: land exchange of 0.806 acres on Bernard Road owned by the Town of Rocky Mount for .351 acres and right of way on Harvey Street owned by Mr. & Mrs. Herman Hunt. Council approved to proceed with acquisition and disposition of real property and authorized the Town Attorney to draft, and the Town Manager to execute, the documents necessary to complete the exchange.</p> <p>Enclosed is the draft "A Resolution of Approval and Acceptance of Conveyance of Herman A. Hunt Property Identified as a Portion of Tax Map Number 204.00-369.00", which needs Council's approval in order to proceed with finalizing the proposed land exchange.</p> <p><i>Enclosure: Yes</i></p>

<p>X. New Business</p>	<p>A. <u>Purchase of Lynch Hardware Building and Update on Planning Process for a Music Venue</u></p> <p>Enclosed is a summarization to the Rocky Mount Town Council from the Assistant Town Manager regarding “Lynch Hardware Building Purchase & Work Plan”.</p> <p><i>Enclosure: Yes</i></p>
<p>IX. Committee Reports</p>	<p>A. <u>Public Utilities Committee</u></p> <p>The Public Utilities Committee met on November 28, 2011 to review and consider: (1) Intern position for the Waste Water Treatment Plant; and (2) updates to Chapter 58 of the Town of Rocky Mount Code. Enclosed is a summarization of the recommendation of the Committee to Council regarding these two items:</p> <p><i>Enclosure: Yes</i></p> <p>B. <u>Finance & Human Resources Committee</u></p> <p>The Finance & Human Services Committee met on December 8, 2011 to review and consider proposed revisions to the Town of Rocky Mount’s Holiday Policy and the Vehicle Policy.</p> <p>Due to the lateness of the meeting, any recommendation from the Committee will be made during the December 12, 2011 Rocky Mount Town Council meeting.</p> <p><i>Enclosure: No</i></p>
<p>XII. Other Matters, Concerns, and Rise ‘N Shine Appearances</p>	<p>A. Referrals to Planning Commission from Town Council</p> <p><i>(none at this time)</i></p> <p><i>Enclosure: Yes</i></p> <p>B. Council Members Appearing with Town Staff on <i>Rise ‘N Shine</i></p> <p>The Assistant Town Manager appeared on the <i>Rise ‘N Shine</i> show.</p> <p><i>Enclosure: No</i></p>
<p>XIII. Closed Meeting Items</p>	<ul style="list-style-type: none"> ● Section 2.2-3711(A).3 - Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body (relative to Worley Subdivision). <p><i>Enclosure: No</i></p>

**ROCKY MOUNT TOWN COUNCIL
REGULAR COUNCIL MEETING
NOVEMBER 14, 2011**

The November 14, 2011 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 Robert W. Strickler

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, Assistant Chief of Police Roger Smith, 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 was made by Vice Mayor Walker to approve the agenda as presented, seconded by Council Member Moyer and carried unanimously by those present.

SPECIAL ITEMS

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

PUBLIC HEARING

Let the record show that there were no public hearings at this time.

APPROVAL OF MINUTES

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

- October 10, 2011 Regular Rocky Mount Town Council Meeting
- October 18, 2011 Rocky Mount Town Council and Planning Commission Joint Work Session
- November 1, 2011 Rocky Mount Town Council Special Meeting and Work Session

The Mayor asked if there were any corrections, and there being none, the Mayor entertained a motion.

- Motion was made by Council Member Love to approve the draft Council meeting minutes as presented with motion on the floor being seconded by Council Member Strickler. 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
 - Request of West Piedmont Planning District for the Town of Rocky Mount Council's review and consideration of approval of draft "Town of Rocky Mount Resolution Adopting a Multi-Jurisdictional Hazard Mitigation Plan for West Piedmont Planning District Commission".
- Miscellaneous Action
- Departmental Monthly Report
- Bill List

There being no discussion, the Mayor entertained a motion.

- Motion was made by Council Member Moyer to approve the draft *Consent Agenda*, 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.

HEARING OF CITIZENS

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

At this time, the Mayor opened the floor to anyone wishing to come before Council. Let the record show that no one came forward.

OLD BUSINESS

A. Electronic Agendas

The Town Manager reported to Council that staff has tested the electronic agendas for three months, with him and the Town Attorney using the electronic version of the meeting agenda and packet exclusively during the past three Council meetings. The process has been developed from a staff work flow standpoint and is ready to roll out to members of Council that wish to be part of the early process. He further reported that staff proposes moving forward with electronic devices for those members of Council who are comfortable going to an electronic format. He also explained to Council that Virginia Western Community College has been contacted regarding a training event for the iPad and the agenda management process.

The Mayor stated that he, for one, has pushed for an electronic Council agenda, with this saving money from copying. He proposed that Council move forward with using the electronic agendas.

Council Member Strickler agreed also for Council to move forward with the electronic agendas.

The Town Manager stated that unless Council objects, he will get the rest of the equipment and set up the training.

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

- Motion was made by Council Member Strickler to go forward with the electronic agendas, with motion on the floor being seconded by Council Member Greer. Voting in favor of the motion on the floor were Vice Mayor Walker and Council Members Cundiff, Greer, Love and Strickler. Voting in opposition to the motion on the floor was Council Member Moyer. Let the record show that the motion on the floor passed five to one.

B. Update on "Mountain Spirit Festival" by Franklin County Parks & Recreation

Debra Weir, Tourism & Project Manager for Franklin County Parks & Recreation, came before Council with a summarization on their recent "Mountain Spirit Festival" that was held October 1st of this year. She stated that basically the event was successful and that they had great participation from the community. The only downside was the wind. She mentioned that next year's event is scheduled for September 29th, but that they may consider moving this date as it conflicts with the

wine festival. She also stated that she will come back before Council when the final date is decided so then can get Council's approval of the closure of streets needed to hold the festival. Also pointed out that next year, the event may be combined with an antique car show, and may incorporate a theme that honors the late Miss Joyce Tukloff, long-time employee with the Franklin County Library that recently passed away.

On another side note, Ms. Weir stated that in coordination with the Franklin County Historical Society, there will be a showing of "Gone with the Wind" at 10:30 a.m. at the Eagle Cinema this coming Saturday, along with re-enactors from that time period.

C. Virginia Rural Water Revolving Loan Funding for Wastewater Treatment Plant

At the request of Council during their July 11, 2011 regular Council meeting, Town staff was authorized to investigate funding from the Virginia Rural Water Revolving Loan Fund to replace a portion of the Town's ultraviolet treatment equipment at the Wastewater Treatment Plant.

The Town Manager reported that the fund has offered the Town a loan of \$278,600.00 (to include equipment and engineering costs) at an interest rate of 2.35%, and that the Department of Environmental Quality (DEQ) seeks confirmation that the Town wishes to pursue this financing opportunity in advance of committing the funds. He further reported that DEQ proposes to issue a General Obligation Bond through Virginia Resource Authority in a term suitable to the Town.

There was discussion between the Town Manager, Superintendent of the Wastewater Department, and Council regarding the proposed loan and length of the loan, and what the new parts for the ultraviolet treatment equipment would do.

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

- Motion was made by Council Member Cundiff that if the Town can get the loan for five years with a right of anticipation at 2.35 percent, the Town should go with it, with motion on the floor being seconded by Council Member Love. Discussion ensued. The right of anticipation was explained further to Council Member Greer. There being no further discussion, let the record show that the motion on the floor passed unanimously by those present.

D. Old Furnace Creek Bank Repair Proposal

The Town Manager reported to Council that the Town received proposals from three engineering firms relative to the repair of the Old Furnace Creek bank, with the firm that most clearly expressing a grasp on the project and the challenges of the project being Anderson and Associates. He further reported the following:

- Anderson and Associates have proposed using ArmoFlex in place of rock baskets (a fact sheet was presented to Council prior to the meeting regarding the ArmoFlex product).
- All firms interviewed reported that a retaining wall would be nearly a half million dollar project.
- The ArmoFlex project is estimated to be cheaper than the rock basket solution and result in a safer slope.

The Town Manager stated that based on the pending road realignment by Virginia Department of Transportation (VDOT), the Town will focus on its repair efforts on the side of the bank adjoining the Veterans' Memorial Park.

The Town Manager asked Council's approval to authorize him to enter into a contract for the work proposed and to proceed to bid with the project.

It was also brought to Council's attention by the Town Manager that if it is Council's pleasure to enter into the agreement, it is his intent to hold off of the work until VDOT can roll this into their pending road realignment. He further stated that he has discussed this matter with Virginia State Delegate Charles Poindexter. He also pointed out that on the Town side of this issue, the Town will have to do something, but he only recommends at this time to repair the Veterans' Memorial Park side of it. He also stated he will be proposing to VDOT their consideration of extending the culvert all the way down so there will be no Furnace Creek at Veterans' Memorial Park. The Mayor agreed that the bank does need to be stabilized.

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

- Motion was made by Council Member Strickler to proceed with the bank repair at Furnace Creek, 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.

NEW BUSINESS

A. Franklin County Request for Matching Funds from 2011 Virginia Tourism Corporation's Marketing Leverage Program

Mr. Michael Burnett, Director of Franklin County Commerce & Leisure Services, came before Council requesting the Town to consider matching funds in order for Franklin County to apply for a \$8,500.00 grant from the 2011 Virginia Tourism Corporation's Marketing Leverage Program, and with the Town's approval, the Town will become a partner with Franklin County and the Blue Ridge Institute, with the three entities being eligible to submit an application for funds to market the areas as the eastern gateway to the Crooked Road, and to take advantage of the current Civil War 150th anniversary promotions. He further stated that the County is

planning on doing an application to the Virginia Tourism Corporation in the amount of \$8,500.00 to be matched on a two to one basis, with \$1,500.00 from the Blue Ridge Institute and \$10,000.00 from Franklin County, with this leaving a shortfall of \$5,500.00 needed to meet the grant requirements. He also stated that due to the proposal's direct benefit to the Town through marketing of the Crooked Road that begins in Rocky Mount, it is hoped that Council will be willing to cover the final \$5,500.00 needed for the project, and if approved, this partnership will have \$25,500.00 to invest in improving visitation to the area.

There was discussion between Mr. Burnette, the Town Manager and Council on what the Town has done in the past when sharing costs with the County, with it usually being 75% for the County and 25% for the Town. The Mayor reminded Council that the Town did ask the County to include them in the Crooked Road efforts, with the County doing this now, and that the Town needs to take that into consideration as well. Council Member Strickler commented that he believes promoting tourism is important.

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

- Motion was made by Council Member Strickler to support the County with the requested \$5,500.00 contribution from the Town. Let the record show that the motion died on the floor due to a lack of a second.

Another motion was proposed:

- Motion was made by Council Member Greer for the Town to contribute 25% of the allocation, which would be \$3,875.00, with motion on the floor being seconded by Council Member Love. Discussion ensued. Mr. Burnette confirmed to Council Member Strickler that the County will try to make up the difference in the requested contribution, or reduce the project to fit the funding. There being no further discussion, let the record show that the motion on the floor passed unanimously by those present.

B. Community Partnership for Revitalization Request Regarding Street Closure for Two Upcoming Events

Prior to the Council meeting, Council had received a letter from Ms. Whitney Harmon, Executive Director of Community Partnership for Revitalization (CPR), asking Council's permission for street closures for two of their upcoming events: (1) "Come Home to a Franklin County Christmas"; and (2) lighting of the Christmas tree and uptown lights celebration event, with the letter detailing the streets needing to be closed for each event. Ms. Caroline Johnson, representing CPR, came before Council to answer any questions they might have.

There being no discussion, the Mayor entertained a motion.

- Motion was made by Council Member Greer to approve the request, with motion on the floor being seconded by Council Member Love. Let the record show that the motion on the floor passed unanimously by those present.

C. Request of Tiffany Hudson

The Mayor went over the request of Tiffany Hudson, who had submitted a letter to Council prior to the meeting requesting that she be allowed to have her bridal party ride on a hay wagon pulled by a tractor from Franklin Heights Baptist Church to the reception at the YMCA Essig Center on Saturday, November 19, 2011, at 3:00 p.m. Miss Hudson confirmed that she has spoken with the Chief of Police regarding this and that he has had relayed to her that the Police Department had no problem with this request. It was confirmed by the Town Manager and Assistant Chief of Police that a marked Police Department unit would be following the bridal party to the Essig Center.

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

- Motion was made by Council Member Greer to approve the request, 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.

D. Request of Town of Rocky Mount's Wastewater Treatment Plant Superintendent

The Town Manager presented prior to the meeting a request of the Town's Wastewater Treatment Plant Superintendent, being:

- The Wastewater Treatment Plant was built in 1994 and has provided the Town with excellent service, but age is starting to catch up with it. The amount of maintenance is steadily increasing and the regulations are more stringent and time demanding. The number of lift stations that the staff maintains has also grown from three to six since 1994. The Wastewater Treatment Plant is still operating with four classified operators. Three of these operators are eligible for retirement within the next seven years. It takes a minimum of six years to obtain a Class I Operator's license without an environmental degree, and four years with a degree.
- The past history of the Wastewater Treatment Plant has been excellent and saved the Town money and man hours through reduced monitoring and operating hours. Preventive maintenance and staying abreast of changing regulations has become very time demanding.
- This would be a good time and opportunity for the Town to join forces with Virginia Western Community College and provide an intern position to a person or persons that is currently enrolled in the Water/Wastewater Career Studies Certificate. This would provide additional help on an as needed basis to the

- Wastewater Treatment Plant with no long term commitment, and provide valuable training to people who are interested in this field of work and needing the hours of training. This would be a great source to find good people to hire and replace retiring staff.
- Mr. George Scott, Director of Human Resources for Western Virginia Water Authority, states that this program has been a very positive experience. They have provided several internships and have hired nine people in the past two years that have completed this program. He also stated that Western Virginia Water Authority is facing an aging workforce and that this program has started a great pipeline for creating trained operators.
 - Mrs. Leah Coffman, with Virginia Western Community College, has provided an information sheet (handed out to Council prior to the meeting) that explains the purpose, occupational objectives, and admission requirements for this Career Studies Certificate. She also had stated that since 2009, the program has had 22 students. 16 students have graduated with Career Studies Certificate and 13 are now employed with the water/wastewater industry.
 - The excellent history of the Town's Wastewater Plant and its operations success make it a perfect fit for this educational program.
 - The Wastewater Treatment Plant would like for Council's approval to offer an intern position to a Virginia Western Community College student that is enrolled in the Water and Wastewater Technology Career Studies Certificate program. This position would pay \$10.00 an hour, no benefits except on the job training, and a flexible schedule that would be set by the Superintendent of the Wastewater Treatment Plant. This would be a maximum annual cost of \$10,000.00 to the Town.

The Superintendent of the Wastewater Treatment Plant came before Council, stating the following:

- The Wastewater Treatment Plant staff is an aging workforce, with three of the four operators eligible for retirement within the next seven years.
- The Town's permits require a minimum of one Class I Operator to be on call and make all operational decisions at all times.
- It takes a minimum of two Class I Operators to operate safely within this regulation, and three Class I Operators are needed to be the most efficient.
- The time and experience that is required, combined with the difficulty of passing the exams, really makes obtaining a Class I license a very expensive and time consuming process.
- This Virginia Western Community College Program provides good early training to quality people that are interested in a career in water and waste water.
- The Town has an opportunity to become part of this program by offering an internship and training to possibly help grow some local talent that will help meet the Town's future operator needs.
- In return, the Town would receive some help in keeping up with its increasing daily workloads.
- Truly believes that this program would be beneficial to the Town now and in the future.

- Would like the Council's consent to offer an intern position to a Virginia Western Community College student that is enrolled in the Water and Wastewater Technology Career Studies Certificate Program.

The Town Manager stated that he has encouraged the Superintendent of the Wastewater Treatment Plant to look at his work force in the long term to determine his needs. He further stated that he believes what Virginia Western Community College is offering is a good fit for what is going on at the Town's Wastewater Treatment Plant. He also pointed out that ultimately, there is a price tag attached to it, and the Superintendent of the Wastewater Treatment Plant thinks a wage should be offered with the internship, with the Town being able to pick who the intern would be. It was also pointed out that the Town would not be picking up the educational portion of costs. The Superintendent of the Wastewater Treatment Plant pointed out that this class gives the students education to be able to sit for the Class IV operator's license.

The Mayor stated that he believes this is a good idea and a good training ground for those people needing the internship, and good for the Town if the Town needs to hire them.

Council Member Cundiff requested that this request be reviewed first by the Public Utilities Committee in order for them to have some discussion on the matter, and for the Town to handle this in December. He further mentioned that this request was kind of off the cuff, and he has some questions he would like to ask before he considers going along with the request.

Council Member Greer agreed with Council Member Cundiff.

The Mayor stated that the request seemed pretty forward to him, but it would be up to Council to decide on what they wanted to do.

Vice Mayor Walker asked what the difference of the certification between the Water Treatment Plant operator and a Wastewater Treatment Plant operator, with the Superintendent of the Wastewater Treatment Plant explaining the differences.

The Town Manager explained to Council Member Strickler that this may not be one single individual intern used but several that may move in and out of interning so the Superintendent of the Wastewater Treatment Plant can get to work with a variety of individuals.

The Superintendent of the Wastewater Treatment Plant stated that this program gives the Town the opportunity to work with several individuals and when the Town gets ready to hire, by having the interns, it gives the Town an idea who may be suited to work for the Town.

There was discussion on some small localities possibly not paying for the intern position, with the Superintendent of the Wastewater Treatment Plant stating that if the Town wants to be competitive, it is a good idea to pay since Western Virginia Water Authority gets quite a few of the interns because they do pay them. He further explained that by the Town paying for an intern position, it may give the Town an opportunity to draw an intern that lives near or in Franklin County, along with giving the Town a great opportunity to help someone that lives in Franklin County that possibly could become an operator for the Town. He also confirmed that Western Virginia Water Authority does pay the interns \$10.00 an hour. He also pointed out that the maximum \$10,000.00 that was derived at by him is because for the intern to sit for a Class IV, they have to first have 880 hours of training inside of a facility. He further explained that he based this on a year of them getting all of their training, which included them sitting in a classroom. He further pointed out that it costs the Town about \$1,500.00 a year to train a single operator to bring them up through the ranks, with this figure being bare minimum.

Vice Mayor Walker stated he likes the intern idea, but the Town cannot compete with Western Virginia Water Authority due to the Town's size. He further stated he would like to have some more information, such as what other communities or water systems along the Town's size do in these cases.

The Superintendent of the Wastewater Treatment Plant stated that Virginia Western Community College would like their interns in the facilities by January.

The Mayor asked the Town Manager to have the Public Utilities Committee look at this further and to make sure the Superintendent of the Wastewater Department was invited, with the Town Manager confirming he would be setting up a meeting with them as soon as possible.

E. Request of Department of Army Virginia National Guard

The Town Manager informed Council that the Department of Army Virginia National Guard is requesting approval to conduct a physical fitness test on November 18, 2011, with the event starting at the Veterans' Memorial Park and proceed to Old Fort Road, with them occupying the area from approximately 7:30 a.m. to 9:30 a.m. He further pointed out that the Department of Army Virginia National Guard has spoken with the Town's Police Department regarding the event and proposed route that they will take, with the Police Department having no problem with the request.

SFC Jody Martin with the Department of Army Virginia National Guard was present in the audience and confirmed to Council the route being proposed. He also mentioned the reason they chose this location is that they normally in years past have held the event at the Franklin County High School track, but due to another event planned by the school for that day, the National Guard chose the area at the Veterans' Memorial Park partly due to having their troops give respect to the veterans.

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

- Motion was made by Council Member Cundiff to approve the request of the Department of Army Virginia National Guard, 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.

COMMITTEE REPORTS

A. Public Utilities Committee

The Town Manager informed Council that the Public Utilities Committee met on November 10, 2011 for a continuation of the their September 13, 2011 Committee meeting to consider changes to Section 58 of the Town Code that would institute a fire suppression system inspection program and a fee for a fire suppression connection to the Town's water system. He stated that it was the consensus of the Committee during the September 13th meeting to direct staff to survey other localities to determine what programs they had in place and what fees they charged to recover some of the costs that the Town incurs to make large connections available for fire suppression purposes. It was pointed out by the Town Manager that during the November 10th meeting, the Committee recommends that staff finalize the Code and bring back to Council during their regular December Council meeting.

Let the record show that no action was taken by Council at this time regarding this matter.

OTHER MATTERS, CONCERNS AND RISE 'N SHINE APPEARANCES

A. Proposed Billboard for U.S. 220

The Assistant Town Manager presented to Council a draft of what the proposed billboard for U.S. 220 that would welcome people to the Town would look like. He explained that the middle picture would be changed and in its place would be a picture of the glass blowing that takes place at The Granary. He also pointed out that a tag line would be added to "Make Your Memories in Rocky Mount!" about great shopping and dining so the Town can explicitly let people know what the Town has. Also the art work shows visually an "arrow" design pointed to the exit off of U.S. 220 into the Town, with this visual concept drawing people to the Town's businesses and restaurants. The Assistant Town Manager stated that absent any objections from Council, he will proceed with the proposed sign tomorrow, with it still having time to be prepared and put up in time when the contract starts. He confirmed that the funds have already been allocated and the art work was done locally.

It was the consensus of Council for the Assistant Town Manager to proceed with the proposed sign.

B. Remarks and Question from Council Member Cundiff

Council Member Cundiff (1) thanked Council for the floral arrangement that was sent due to the passing of his brother-in-law Ben Hunt, with the family thanking Council also; and (2) asked the Town Manager if the land swap between Mr. and Mrs. Hunt and the Town had been finalized. The Town Attorney stated that it should be completed by the end of November.

C. Referrals to Planning Commission from Town Council

Let the record show there were no referrals at this time.

D. Rise 'N Shine Appearances

The Town Manager confirmed that he was on the *Rise 'N Shine* show this morning.

COUNCIL CONCERNS

Let the record show there were no other Council concerns at this time other than what was previously stated by Council Member Cundiff.

CLOSED MEETING

At 7:55 p.m., motion was made by Council Member Moyer to go into *Closed Meeting*, and seconded by Council Member Greer and carried unanimously to discuss the following:

- Section 2.2-3711(A).3 - Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body (for industrial use near Franklin County/Rocky Mount Industrial Park).
- Section 2.2-3711(A).7 - Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. For the purposes of this subdivision, "probable litigation" means litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable

basis to believe will be commenced by or against a known party. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter.

At 9:01 p.m., motion was made by Council Member Greer to come out of *Closed Meeting* and to reconvene the meeting back into open session, with motion on the floor being seconded by Council Member Love and carried unanimously by those present.

CERTIFICATE OF CLOSED MEETING

Whereas, the Town of Rocky Mount Council has convened a *Closed Meeting* on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

Whereas, Section 2.2-3712 of the Code of Virginia requires certification by this council that such *Closed Meeting* was conducted in conformity with Virginia Law;

Now, Therefore, Be It Resolved that the Rocky Mount Town Council hereby certifies that, to the best of each members' knowledge: (1) only public business matters lawfully exempted from open meeting requirements under this chapter; and (2) only such public business matters as were identified in the motion by which the *Closed Meeting* was convened were heard, discussed, or considered in the meeting by the public body.

Steven C. Angle, Mayor

- Motion was made by Council Member Strickler certifying that: (1) only public business matters lawfully exempted from open meeting requirements under this chapter was discussed; and (2) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body was discussed. Motion was seconded by Vice Mayor Walker. The Mayor swore to adopt the motion on the floor by Council Member Greer that this was all that was discussed as defined in Section 2.2-3712 Code of Virginia. Voting yes were Vice Mayor Gregory B. Walker and Council Members Bobby M. Cundiff, Jerry W. Greer, Sr., P. Ann Love, Robert L. Moyer, and Robert W. Strickler.

The Mayor reported that no action was taken.

ADJOURNMENT

At 9:05 p.m., motion was made by Council Member Love to adjourn, seconded by Council Member Moyer and carried unanimously by those present.

Steven C. Angle, Mayor

ATTEST:

Patricia H. Keatts/Town Clerk

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MONTHLY STAFF REPORT

DATE:	December 5, 2011
TO:	Rocky Mount Town Council
FROM:	Linda Woody, Finance Director <i>Linda Woody</i>
DEPARTMENT:	Finance Department
MONTH:	December Council meeting

This report contains the following monthly information for November 2011 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 to date expenditures on the Uptown Revitalization Project & Pigg River Heritage Trail

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

Water Accountability Percent chart

Utility profiles on water production and wastewater flow

Customer flow for the Finance Department is unavailable at this time.

646 walk-in transactions

1261 drive-thru transactions

799 mail transactions

**TOWN OF ROCKY MOUNT
NEW BUSINESS LICENSES
DURING NOVEMBER 2011**

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

Retail:

Factory Expo Home Center, 90 Weaver St., manufactured home sales

Jerry's Auto Sales, 1280 Franklin St., car sales

Two By Two BBQ LLC, 370 Tanyard Rd., restaurant

Miscellaneous:

To God Be the Glory / Old Fashioned NC BBQ, iterant merchant-perishable

**TOWN OF ROCKY MOUNT
Investment Portfolio
at October 31, 2011**

<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:									
FFCB	7/18/2012	7/18/2016	225,000	100.856	226,926.00	2.07%	2.09%	31331KRN2	4,702.50
FHLB	1/26/2012	1/26/2012	500,000	100.412	502,060.00	2.08%	2.10%	3133XSWX2	10,500.00
FFCB	9/24/2012	3/24/2016	500,000	101.743	508,715.00	2.39%	2.44%	31331KFK1	12,200.00
FHLB	5/18/2012	11/18/2015	500,000	100.957	504,785.00	2.02%	2.05%	313373PF3	10,250.00
FHIB	5/25/2012	2/25/2016	500,000	100.913	504,565.00	2.02%	2.05%	313373TX0	10,250.00
FHLM	12/22/2011	6/22/2015	750,000	100.164	751,230.00	1.54%	1.55%	3134G2LL4	11,625.00
FHLM	6/29/2012	6/29/2016	230,000	100.664	231,527.20	1.98%	2.00%	3134G2LW0	4,600.00
FHLB	4/13/2012	10/13/2016 A	255,000	100.138	255,351.90	1.12%	1.13%	3134G2T69	2,868.75
FHLB	11/17/2011	2/17/2016	225,000	100.061	225,137.25	1.50%	1.51%	3134G2VU3	3,397.50
FNMA	10 days	4/29/2015	500,000	102.244	511,220.00	1.95%	2.00%	3136FRGH0	10,000.00
FNMA	2/10/2012	8/10/2015	500,000	100.351	501,755.00	1.61%	1.63%	3136FRH30	8,125.00
FNMA	10 days	6/30/2016	250,000	100.151	250,377.50	1.49%	1.50%	3136FRTD5	3,750.00
Bond Totals			<u>4,935,000</u>		<u>4,973,649.85</u>	1.31%			<u>92,268.75</u>

Note A This bond replaced one that was called having a rate of 2.15%

Certificates of Deposits:

money market fund (temporary)			250,000	100.000	250,000.00	1.50%			2,500.00
BMW Salt Lake UT	5/13/2013		225,000	100.526	226,183.50	0.99%	1.00%	05568PZR1	2,250.00
CIT BK Salt Lake UT	10/13/2016		190,000	99.362	188,787.80	2.01%	2.00%	17284AZY7	3,800.00
Discover Bk Greenwo	9/15/2014		245,000	99.671	244,193.95	1.30%	1.30%	254670W40	3,185.00
GE Bk Draper Utah	9/30/2014		245,000	99.553	243,904.85	1.40%	1.40%	36159C3F1	3,430.00
Southside Bk Tyler TX	9/21/2016		245,000	99.538	243,868.10	1.00%	1.00%	84470QDY0	2,450.00
CD Totals			<u>1,150,000</u>		<u>1,396,938.20</u>				<u>15,115.00</u>
Total Investments			<u>6,085,000</u>		<u>6,370,588.05</u>				<u>107,383.75</u>

<u>Month</u>	<u>LGIP</u>	<u>Effective</u>
	<u>Balance</u>	<u>Yield</u>
Oct-10	2,210,326.60	0.24%
Nov-10	2,223,064.08	0.22%
Dec-10	1,830,791.77	0.20%
Jan-11	1,848,061.55	0.19%
Feb-11	1,908,579.80	0.20%
Mar-11	2,627,559.44	0.19%
Apr-11	2,144,710.12	0.17%
May-11	2,162,400.97	0.14%
Jun-11	1,758,838.13	0.11%
Jul-11	1,465,085.58	0.11%
Aug-11	1,533,274.30	0.13%
Sep-11	881,399.90	0.14%
Oct-11	901,749.88	0.15%

**TOWN OF ROCKY MOUNT
REVENUE COMPARISONS
AS OF NOVEMBER 30, 2011**

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	12,877	405	22,027	2,239	547,772	4.02%
Public Service Tax	-	-	4	-	25,078	0.02%
Personal Property Tax	1,625	-	4,040	(42)	133,679	3.02%
Machinery & Tools Tax	-	-	-	-	85,175	0.00%
Penalties on Tax	140	40	893	570	1,000	89.31%
Interest on Tax	331	10	601	102	500	120.17%
Local Sales Tax	12,878	14,572	40,350	43,491	157,495	25.62%
Meals Tax	104,455	103,824	378,958	370,752	1,030,125	36.79%
Utility Tax	24,507	25,525	108,335	108,588	332,100	32.62%
Communications Tax	10,354	15,804	61,508	70,162	197,880	31.08%
Decals	152	225	3,224	4,054	89,470	3.60%
Bank Stock Tax	-	-	-	-	202,320	0.00%
Penalty-Meals Tax	34	326	1,789	1,016	750	238.55%
Interest-Meals Tax	18	67	1,023	234	200	511.68%
Lodging Tax	3,907	13,167	28,710	34,175	84,890	33.82%
Cigarette Tax	14,783	-	63,787	-	250,000	25.51%
BPOL-Retail	1,334	-	118,128	5,081	253,157	46.66%
BPOL-Professional	-	-	11,315	9,645	119,101	9.50%
BPOL-Contractor	-	-	1,334	504	14,019	9.52%
BPOL-Repairs/Services	-	3,750	1,194	4,040	95,845	1.25%
BPOL-Alcoholic Beverages	-	-	-	50	500	0.00%
BPOL-Penalty/Interest	-	-	6,750	1,958	800	843.74%
BPOL-Amusement	-	-	-	-	200	0.00%
BPOL-Utility	-	-	-	-	6,400	0.00%
BPOL-Miscellaneous	150	50	453	246	2,322	19.51%
Solicitor Permits	-	-	20	60	-	0.00%
Farmer's Market Fees	105	170	620	860	1,900	32.63%
Welcome Center Fees	300	650	1,575	3,905	6,000	26.25%
Depot Management Fees	-	-	-	-	-	0.00%
Planning/Zoning Fees	1,925	475	5,251	1,875	7,500	70.01%
Court Fines	1,551	3,461	8,853	11,273	25,500	34.72%
Parking Fines	-	-	205	55	390	52.56%
Interest Earnings	1,000	14,914	3,881	30,755	72,538	5.35%
Return Check Fees	60	-	320	260	640	50.00%
Rental of Property	-	420	-	420	420	0.00%
Sale of Materials	-	-	-	-	-	0.00%
Sale of Property	-	-	-	925	4,000	0.00%
Grave Preparation	-	-	-	-	1,000	0.00%
Security Services	2,310	900	2,310	900	2,500	92.40%
Passport Service Fees	521	320	2,278	676	3,500	65.08%
Police Reports	157	122	765	870	1,500	51.00%
Garbage Collection Fees	7,477	6,795	28,593	36,735	88,350	32.36%
Truck Rental Program	-	-	120	110	300	40.00%
Miscellaneous Services	570	-	1,331	-	-	0.00%
Donations	-	17,059	340	119,793	-	0.00%
Insurance Recovery	-	-	-	447,775	-	0.00%
Merchandise Sales	-	-	-	-	-	0.00%
Miscellaneous	1,096	3,595	12,518	15,417	-	0.00%
Curb & Gutter Recoveries	-	-	-	-	-	0.00%
Recoveries	419	0	658	1,058	500	131.55%
Bond Proceeds	-	-	-	31,877	-	0.00%
Appropriated Fund Balance	-	-	-	-	-	0.00%
Total Local Revenues	205,034	226,647	924,062	1,362,464	3,847,316	24.02%

TOWN OF ROCKY MOUNT
REVENUE COMPARISONS
AS OF NOVEMBER 30, 2011

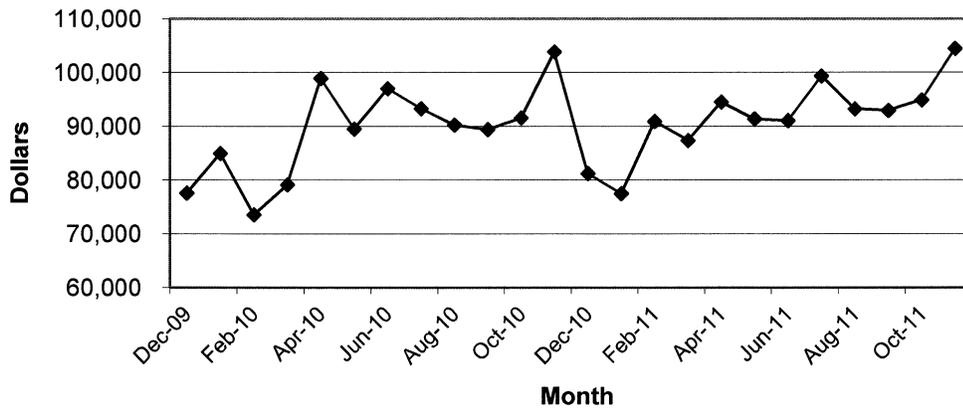
REVENUE SOURCE	MONTH		YEAR TO DATE		BUDGET	% OF BUDGET
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	THIS YEAR
GENERAL FUND - State Revenues:						
ABC Profits	-	-	-	-	-	0.00%
Wine Tax	-	-	-	-	-	0.00%
Rolling Stock Tax	-	-	3,144	3,255	3,000	104.80%
Litter Tax	-	-	2,054	2,501	2,500	82.16%
Other Categorical Aid	-	-	-	135	-	0.00%
Fire Programs	-	-	-	10,401	10,000	0.00%
FEMA Grants	-	-	-	-	-	0.00%
PPTRA from the State	-	-	53,861	53,861	53,861	100.00%
School Resource Officers	-	-	-	-	30,256	0.00%
DMV / 402 Grant	-	-	-	-	-	0.00%
VDOT Grant	-	-	-	5,794	-	0.00%
Local Law Enforcement	-	-	-	-	-	0.00%
DMV Mini Grants	-	-	-	-	-	0.00%
Street Maintenance	-	-	297,778	279,351	1,117,402	26.65%
Volunteer Fire Dept.	-	-	7,500	7,500	30,000	25.00%
Law Enforcement-599 Funds	-	-	27,115	28,101	112,406	24.12%
Police Grants	-	11,245	-	12,401	-	0.00%
Va. Commission of the Arts Grant	-	5,000	-	5,000	-	0.00%
Va. Dept. of Conservation & Recreation	-	-	-	-	-	0.00%
County Community Funds	-	-	-	-	-	0.00%
Total State Revenues	-	16,245	391,451	408,299	1,359,425	28.80%
TOTAL GENERAL FUND REVENUES	205,034	242,892	1,315,513	1,770,764	5,206,741	25.27%
UTILITY FUND REVENUES:						
Water Sales	89,869	122,127	260,221	290,464	1,013,000	25.69%
gallons billed	18,710,262	27,908,875	106,420,854	115,872,718		
Water Connections	-	-	5,275	19,225	169,550	3.11%
Reconnect Fees	355	105	1,500	1,075	2,400	62.50%
Penalties	1,712	1,462	8,347	9,730	18,500	45.12%
Bulk Water Purchases	170	245	1,224	605	1,800	68.02%
County Bulk Water Sales	-	-	-	-	-	0.00%
Health Dept.	-	-	-	-	-	0.00%
Sewer Collection Charges	53,416	82,230	164,148	197,142	650,964	25.22%
gallons billed	13,998,572	23,381,975	78,189,427	87,507,463		
Sewer Connections	-	-	3,000	6,125	152,500	1.97%
Leachate Collection Charges	-	-	-	-	-	0.00%
Cell Tower Rent	1,913	3,787	11,650	15,150	45,903	25.38%
Bond Proceeds	-	-	69,798	32,000	-	0.00%
VML Safety Grant	-	-	4,000	-	-	0.00%
Meals Tax Transfer	104,455	103,824	274,502	370,752	454,135	60.45%
Recoveries	-	-	-	-	-	0.00%
Transfer from General Fund	-	-	-	-	-	0.00%
Appropriated Fund Balance	-	-	-	-	675,500	0.00%
TOTAL UTILITY FUND REVENUES	251,890	313,780	803,666	942,268	3,184,252	25.24%

TOWN OF ROCKY MOUNT							
REVENUE COMPARISONS							
AS OF NOVEMBER 30, 2011							
REVENUE SOURCE	MONTH		YEAR TO DATE		BUDGET	% OF	
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	BUDGET THIS YEAR	
CAPITAL PROJECTS REVENUES:							
CBDG Grant	-	-	-	171,757	-	0.00%	
TEA-21 Grant	-	-	-	-	-	0.00%	
Tobacco Grant	-	-	-	-	-	0.00%	
Bonds / Loans	-	-	35,754	187,490	-	0.00%	
Uptown Loan Repayments	163	-	795	-	-	0.00%	
Appropriated Fund Balance	-	-	-	-	-	0.00%	
TOTAL CAPITAL PROJECTS REVENUES	163	-	36,549	359,247	-	0.00%	
					5 months of the 12 months of the fiscal year		41.67%

TOWN OF ROCKY MOUNT
MEALS TAX COLLECTIONS

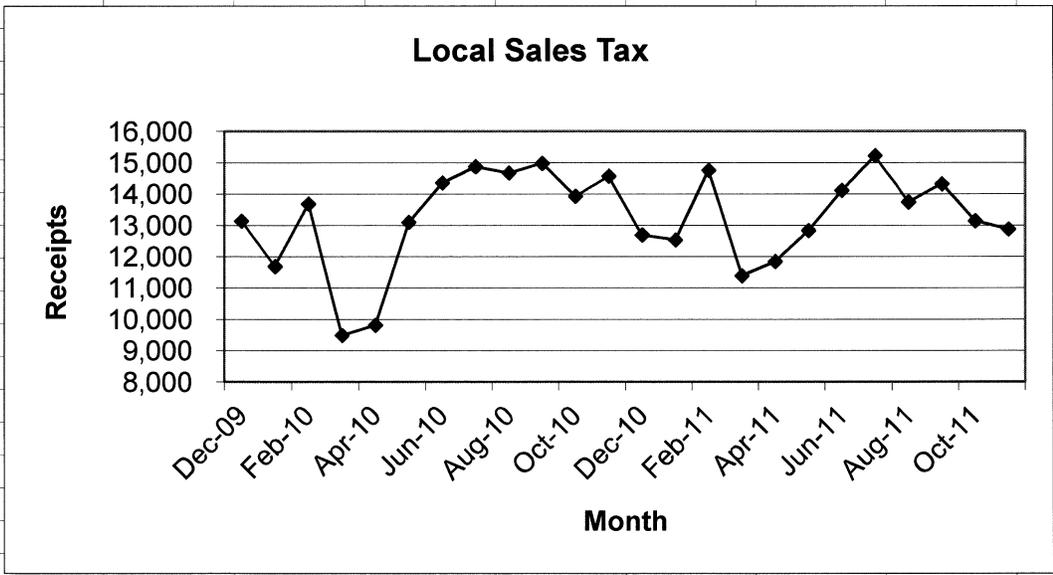
Month	Collections
Dec-09	77,604
Jan-10	84,988
Feb-10	73,567
Mar-10	79,144
Apr-10	98,890
May-10	89,506
Jun-10	97,011
Jul-10	93,303
Aug-10	90,238
Sep-10	89,407
Oct-10	91,547
Nov-10	103,824
Dec-10	81,219
Jan-11	77,485
Feb-11	90,888
Mar-11	87,365
Apr-11	94,522
May-11	91,368
Jun-11	91,062
Jul-11	99,354
Aug-11	93,225
Sep-11	92,951
Oct-11	94,896
Nov-11	104,455

Meals Tax Collections



Town of Rocky Mount
Local Sales Tax

Dec-09	13,145
Jan-10	11,695
Feb-10	13,689
Mar-10	9,492
Apr-10	9,816
May-10	13,100
Jun-10	14,362
Jul-10	14,877
Aug-10	14,677
Sep-10	14,987
Oct-10	13,933
Nov-10	14,572
Dec-10	12,695
Jan-11	12,536
Feb-11	14,761
Mar-11	11,395
Apr-11	11,848
May-11	12,835
Jun-11	14,118
Jul-11	15,223
Aug-11	13,747
Sep-11	14,327
Oct-11	13,146
Nov-11	12,878



**TOWN OF ROCKY MOUNT
EXPENDITURE COMPARISONS
AS OF NOVEMBER 30, 2011**

ACTIVITY	MONTH		YEAR TO DATE		BUDGET	% OF
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	BUDGET
						THIS YEAR
GENERAL FUND:						
Mayor & Council	6,954	10,057	37,359	42,361	105,481	35.42%
Town Manager	15,357	13,627	73,518	71,605	179,327	41.00%
Town Attorney	-	4,561	18,159	9,595	39,190	46.34%
Finance Department	16,740	20,480	117,429	118,350	311,675	37.68%
Electorial Board	-	-	-	-	3,000	0.00%
Police Department	122,618	98,557	686,483	534,029	1,546,638	44.39%
Volunteer Fire Dept.	1,728	4,179	45,091	34,605	102,829	43.85%
Public Works Admin.	1,133	1,757	5,747	6,101	17,156	33.50%
Street Lights	7,268	7,230	29,850	29,026	91,150	32.75%
Traffic Control & Parking	22,561	1,378	117,274	33,471	78,390	149.60%
Streets	31,501	28,111	464,518	221,599	911,417	50.97%
Sidewalks & Curbs	-	1,161	2,568	3,306	73,692	3.48%
Old Fort Road Extension	-	265	-	41,955	-	0.00%
Street Cleaning	953	422	6,955	4,369	16,818	41.35%
Refuse Collection	8,778	8,820	52,848	36,692	154,218	34.27%
Snow Removal	-	-	292	282	25,350	1.15%
Municipal Building	9,263	8,105	23,557	21,844	63,097	37.33%
Emergency Services Bldg.	3,634	1,609	19,374	14,179	58,350	33.20%
Public Works Building	1,042	447	4,295	3,360	19,060	22.54%
Cemetery	2,659	1,612	10,016	9,049	16,293	61.47%
Playgrounds	2,683	1,948	11,752	10,160	26,988	43.54%
Celeste Park	30	-	30	-	-	0.00%
Pigg River Heritage Trail	6,287	15,799	7,744	40,621	-	0.00%
Gilley's Park	-	-	-	-	9,500	0.00%
Pigg River Dam Safety	-	625	573	2,284	30,000	1.91%
Planning & Zoning	11,219	4,853	42,292	40,422	122,353	34.57%
Community Development	13,121	10,253	61,192	68,294	189,073	32.36%
Citizen's Square	4,685	548	8,049	3,582	15,400	52.27%
Hospitality Center	803	253	3,437	3,069	17,150	20.04%
Main Street Program	-	1,305	-	15,764	-	0.00%
Passport Services Expenses	-	44	216	2,115	1,050	20.54%
Remediation Blighted Structures	(250)	-	326	-	40,000	0.81%
Non-Departmental:						
Wages & Fringes	(125)	1,182	9,888	7,606	45,959	21.52%
Employee Wellness Program	648	731	3,537	2,631	7,300	48.45%
Employee Drug Testing	-	-	199	196	1,200	16.55%
Letter of Credit Reimbursement	-	-	80,000	-	250,000	32.00%
Insurance	-	-	58,832	60,854	67,000	87.81%
Contributions to Others	-	-	22,500	25,000	22,500	100.00%
Debt Service-Principal	-	-	-	58,478	189,300	0.00%
Debt Service-Interest	-	-	68,086	66,632	127,201	53.53%
Transfer to Utility Fund	104,455	103,824	378,958	370,752	454,135	83.45%
Transfer to Capital Proj. Fund	-	-	-	-	-	0.00%
Contingency	-	50,000	-	50,000	27,500	0.00%
TOTAL GENERAL FUND EXPENDITURES	395,746	403,741	2,472,942	2,064,236	5,456,740	45.32%

**TOWN OF ROCKY MOUNT
EXPENDITURE COMPARISONS
AS OF NOVEMBER 30, 2011**

ACTIVITY	MONTH		YEAR TO DATE		BUDGET	% OF
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	BUDGET
						THIS YEAR
WATER & SEWER FUND:						
Water System Operation	5,115	8,733	92,766	94,532	264,690	35.05%
Meter Reading	2,491	2,013	7,676	8,072	45,332	16.93%
Water Plant	41,554	46,655	190,180	190,866	580,716	32.75%
Water Loss Study	-	-	-	1,800	-	0.00%
Oaks / Fralin Development Sewer Line	528	-	1,603	-	-	0.00%
Diamond Ave. Water Line Replacement	97	-	12,653	-	-	0.00%
Wastewater System Operation	7,693	5,139	58,512	26,296	144,077	40.61%
Wastewater Treatment Plant	22,881	38,817	118,003	108,073	379,870	31.06%
Utility Billing & Administration	8,143	8,610	38,892	42,616	135,688	28.66%
Non-Departmental:						
Wages & Fringes	-	-	-	-	-	0.00%
Insurance	-	-	19,611	20,285	22,313	87.89%
Debt Service-Principal	-	-	81,369	78,210	658,922	12.35%
Debt Service-Interest	-	-	35,442	37,956	182,444	19.43%
Transfer to Capital Projects Fund	-	-	-	-	-	0.00%
Contingency	-	-	-	1,000	94,700	0.00%
Depreciation	-	-	-	-	675,500	0.00%
TOTAL WATER & SEWER FUND EXPENSES	88,502	109,967	656,707	609,704	3,184,252	20.62%
CAPITAL IMPROVEMENTS FUND:						
Needmore	-	-	665	399	-	0.00%
Uptown Redevelopment Project	12,855	15,995	489,253	608,101	-	0.00%
Industrial Park - Site Improvements	-	-	-	-	-	0.00%
TOTAL CAPITAL PROJECTS EXPENDITURES	12,855	15,995	489,918	608,500	-	0.00%
5 months of the 12 month fiscal year						41.67%

TOWN OF ROCKY MOUNT
CONTINGENCY FUNDS
FISCAL YEAR 2012

	<u>GENERAL FUND</u>	<u>UTILITY FUND</u>
BUDGETED CONTINGENCY	27,500	94,700
COMMITTED: nothing at this time		
AVAILABLE CONTINGENCY FUND BALANCE Available / (overexpended)	<u>27,500</u>	<u>94,700</u>

		TOWN OF ROCKY MOUNT								
		UPTOWN REVITALIZATION PROJECT (04.3460)								
		THROUGH 11/30/11								
		PROJECT TO DATE EXPENSES BY FUNDING SOURCES:								
3460	UPTOWN PROJECT		EXPENSES	0050	0060	0070	0090	TOTAL	VARIANCE	
	CATEGORY:	BUDGET	THIS MONTH	CDBG	VDOT	TOWN	PRIVATE	EXPENDITURES	fav / (unfav)	
1000	Administration	80,000	2,130	-		228,469		228,469	(148,469)	
1031	Interim Assistance	-	-	-				-	-	
1031	Water Lines	59,000	-			104,631		104,631	(45,631)	
1032	Streets (PW crews)	-	-	-	119,233	250,410		369,644	(369,644)	
1033	Drainage	95,750	-	162,781	40,697	242,034		445,511	(349,761)	
1036	Streetscapes	652,728	9,488	32,887	467,140	1,239,106		1,739,134	(1,086,406)	
1037	Marketing	12,500	1,223	1,223		2,843		4,066	8,434	
1038	Warren Street	73,950	-	-		46,935		46,935	27,015	
1044	Warren St. Sewer (nc	-	-			50,084		50,084	(50,084)	
1039	West Church Street	100,000	-	-		38,774		38,774	61,226	
1040	South Main Street	219,410	-	-		50,994		50,994	168,416	
1041	Court St. Parking	204,250	-			-		-	204,250	
1042	Façade Program	308,000	-	54,881				54,881	253,119	
1043	Loan Pool	110,000	-	40,000				40,000	70,000	
1701	Housing Rehab	149,598	15	110,675		377	5,200	116,251	33,347	
	TOTAL PROJECT	2,065,186	12,855	402,447	627,070	2,254,658	5,200	3,289,375	(1,224,189)	
								3,289,375	(1,224,189)	
	FUNDING CAP FROM OUTSIDE AGENCIES			666,648	405,000		140,000	1,211,648		
	KEPT FOR ADMIN-VDOT				(14,297)					
	REMAINING FUNDS FROM OUTSIDE AGENCIES			264,201	(222,070)		134,800	176,931		
	FUNDING FROM TOWN (BALANCE OF TOTAL PROJECT)					1,293,686				
	REMAINING FUNDS FROM TOWN TO BE EXPENDED					(960,972)				

TOWN OF ROCKY MOUNT
PIGG RIVER HERITAGE TRAIL (01.4355)
PROJECT TO DATE EXPENDITURES
AT 11/30/11

	Budget	This Month	Project to Date	Variance
Salaries & Fringes		3,522	40,454	
Supplies & Materials		2,766	28,234	
Contractual		-	24,481	
Totals	<u>156,500</u>	<u>6,287</u>	<u>93,169</u>	<u>63,331</u>

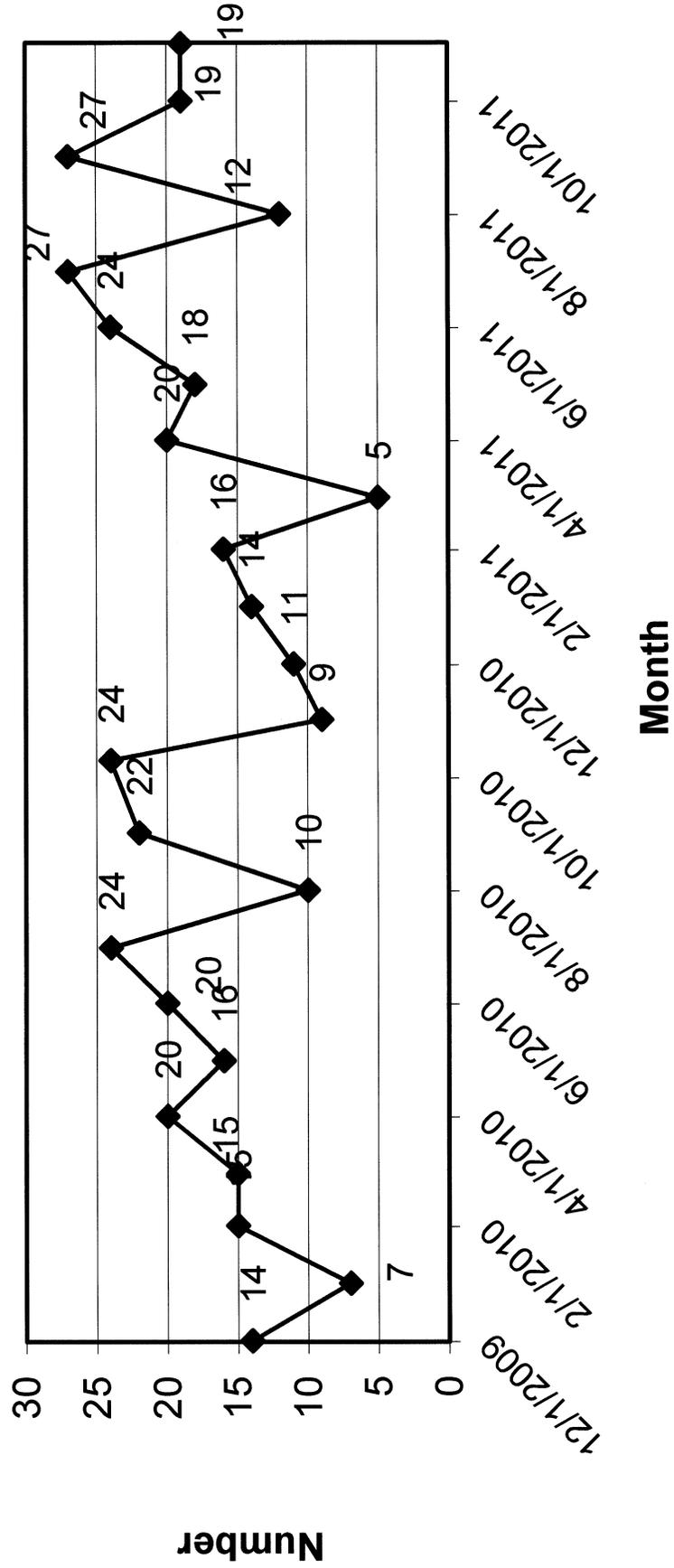
TOWN OF ROCKY MOUNT
 UTILITY BILLING
 WATER CONSUMPTION PERCENTAGES
 FOR THE MONTH OF NOVEMBER 2011

	TOTAL METERS	TOTAL GALLONS	TOTAL REVENUES	% METERS	% GALLONS	% REVENUES
IN-TOWN CUSTOMERS						
RESIDENTIAL	1,767	6,229,390	\$ 28,438	62%	33%	31%
COMMERCIAL	297	5,755,950	\$ 21,658	11%	31%	24%
INDUSTRIAL	42	2,974,160	\$ 9,724	1%	16%	11%
TOTAL	2,106	14,959,500	\$ 59,819	74%	80%	66%
OUT-OF-TOWN CUSTOMERS						
RESIDENTIAL	673	2,477,740	\$ 22,007	24%	13%	24%
COMMERCIAL	47	1,270,022	\$ 9,104	2%	7%	10%
INDUSTRIAL	2	3,000	\$ 45	0%	0%	0%
TOTAL	722	3,750,762	\$ 31,156	26%	20%	34%
				100%	100%	100%
GRAND TOTAL (ALL CUSTOMERS)						
RESIDENTIAL	2,440	8,707,130	\$ 50,445	86%	47%	55%
COMMERCIAL	344	7,025,972	\$ 30,762	12%	38%	34%
INDUSTRIAL	44	2,977,160	\$ 9,769	2%	16%	11%
TOTAL	2,828	18,710,262	\$ 90,975	100%	100%	100%

TOWN OF ROCKY MOUNT													
UTILITY BILLING													
PERCENT CONSUMPTION & PERCENT REVENUE													
PER CUSTOMER CLASS													
FISCAL YEAR 2012													
Month	In Town						Out of Town						
	Residential % Gal.	Commercial % Gal.	Industrial % Gal.	Total % Gal.	Residential % Rev.	Total % Rev.	Residential % Gal.	Commercial % Gal.	Industrial % Gal.	Total % Gal.	Residential % Rev.	Total % Rev.	
Jul-11	34%	28%	18%	81%	67%	67%	13%	24%	6%	9%	0%	19%	33%
Aug-11	35%	28%	20%	82%	68%	68%	12%	23%	5%	9%	0%	18%	32%
Sep-11	32%	28%	22%	82%	68%	68%	12%	22%	6%	9%	0%	18%	32%
Oct-11	34%	30%	17%	81%	66%	66%	13%	24%	6%	10%	0%	19%	34%
Nov-11	33%	31%	16%	80%	66%	66%	13%	24%	7%	10%	0%	20%	34%
Dec-11													
Jan-12													
Feb-12													
Mar-12													
Apr-12													
May-12													
Jun-12													
Average	34%	29%	19%	81%	67%	67%	13%	23%	6%	9%	0%	19%	33%

***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 2012 (year ended 6/30/12).

Number of Water Cut-offs



TOWN OF ROCKY MOUNT
WATER ACCOUNTABILITY
October-11

Water Plant Finished Water Pumped		<u>26,610,000</u>
Water Consumption Billed	18,710,262	
Meters Read and Not Billed	818,660	
Water Obtained from Water Plant (to bill)	5,800	
Water Obtained from Public Works Hydrant (to bill)	-	
Flusing Water Lines Reported to WTP or PW	31,600	
Flow Meter Checks at Hydrants	-	
Filling Water Tanks	-	
Grand Total of Water Metered / Consumed / Tracked		<u>19,566,322</u>
Percent Finished Water Accounted		73.53%

Meters Read and Not Billed

001-0122-10-01	Mary Bethune Park	200
001-0188-00-01	Impound Lot	100
002-0317-20-01	Public Works Bldg	90
002-0317-30-01	Public Works Bldg-new bldg	2,000
004-1064-00-01	Veteran's Memorial Park	100
005-1300-00-01	Mary Elizabeth Park	300
005-1384-00-01	Farmer's Market	1,700
005-1457-00-01	Municipal Bldg.	2,000
006-1710-00-01	Welcome Center / Depot	270
009-2523-50-01	Emergency Services Bldg.	4,900
010-3099-00-01	20 Goodview St.	-
011-0050-90-01	Rt 122 Pump Station	-
041-0034-00-01	WasteWater Treatment Plant	294,000
	Water Plant Process	513,000

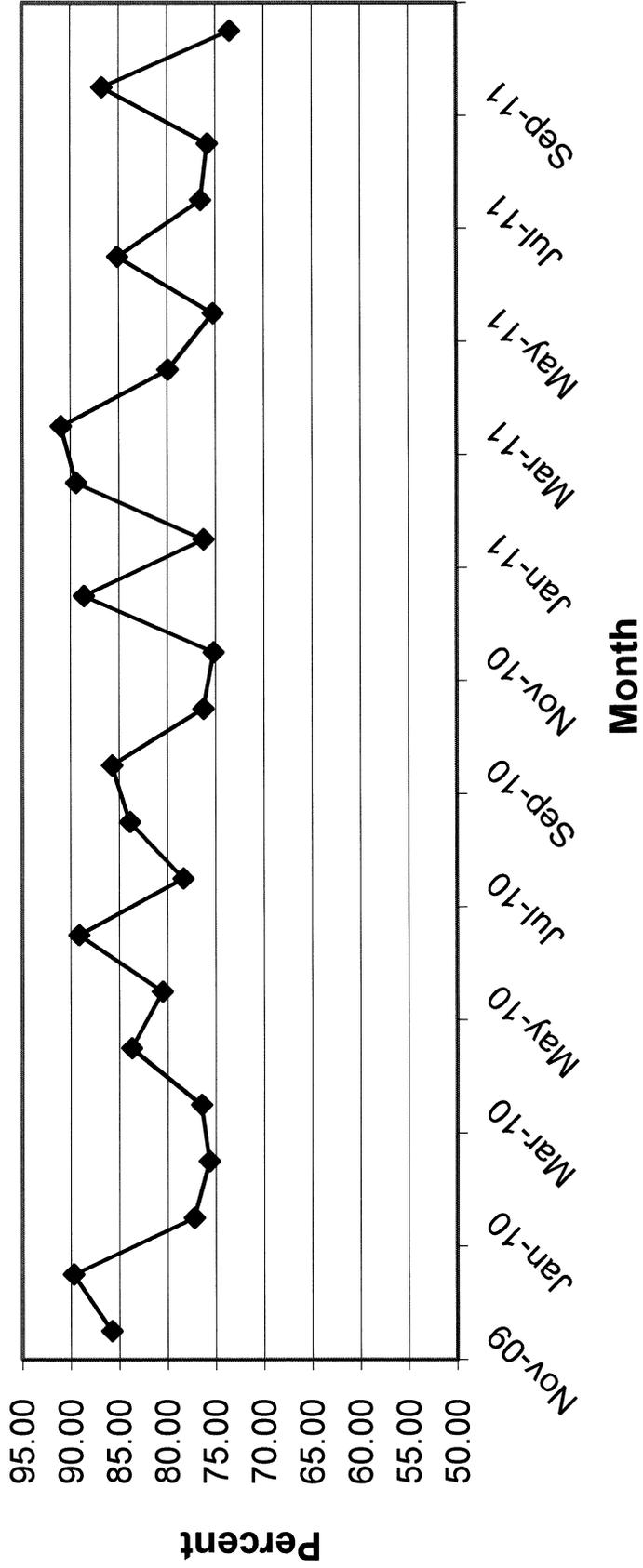
TOTAL Meters Not Billed		<u>818,660</u>
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Water Line Repairs by Public Works during the month:

- 8" water line at high school
- 8" water line on Darlington Drive
- 1" water line on Byrd Lane
- replaced 2 pressure regulating valves in Franklin Heights

TOWN OF ROCKY MOUNT WATER ACCOUNTABILITY FISCAL YEAR 2012						
	Finished Water <u>Treated</u>	Total Water Gallons <u>Accounted</u>	Percent <u>Accounted</u>	Gallons <u>Variance</u>	Average Quarterly <u>Accounted</u>	Average Quarterly <u>Variance</u>
<u>Month</u>						
Jul-11	29,970,000	22,938,756	76.54%	7,031,244		
Aug-11	29,660,000	22,492,662	75.84%	7,167,338		
Sep-11	26,480,000	22,972,213	86.75%	3,507,787	79.71%	5,902,123
Oct-11	26,610,000	19,566,322	73.53%	7,043,678		
Nov-11				-		
Dec-11				-	73.53%	7,043,678
Jan-12				-		
Feb-12				-		
Mar-12				-	0.00%	-
Apr-12				-		
May-12				-		
Jun-12				-	0.00%	-
AVG.	28,180,000	21,992,488	78.16%	6,187,512	76.62%	6,472,901
TOTAL	112,720,000	87,969,953				
			Avg. Percent Unaccounted =	21.84%		
			Percent Accounted =	78.16%		
			1 / 3 months > 80% accountability			

Water Accountability %



**TOWN OF ROCKY MOUNT
UTILITY PROFILE
FISCAL YEAR 2012**

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-10	337.90	30,790,000	49.66%	29,970,000	48.34%	22,938,756	76.54%	2,832	19,964,000	32.20%	15,260,620	76.44%
Aug-10	331.70	30,570,000	49.31%	29,660,000	47.84%	22,492,662	75.84%	2,837	17,949,000	28.95%	15,975,402	89.00%
Sep-10	309.00	27,300,000	45.50%	26,480,000	44.13%	22,972,213	86.75%	2,823	20,610,000	34.35%	16,482,743	79.97%
Oct-10	310.00	28,650,000	46.21%	26,610,000	42.92%	19,566,322	73.53%	2,828	21,018,000	33.90%	13,998,572	66.60%
Nov-10	285.00	25,370,000	42.28%	23,940,000	39.90%				22,650,000	37.75%		
Dec-10			0.00%		0.00%					0.00%		
Jan-11			0.00%		0.00%					0.00%		
Feb-11			0.00%		0.00%					0.00%		
Mar-11			0.00%		0.00%					0.00%		
Apr-11			0.00%		0.00%					0.00%		
May-11			0.00%		0.00%					0.00%		
Jun-11			0.00%		0.00%					0.00%		
AVG.	314.72	28,536,000	46.59%	27,332,000	44.63%	21,992,488	78.16%	2,830	20,438,200	33.43%	15,429,334	78.01%

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:	November 28, 2011
TO:	Rocky Mount Town Council
FROM:	Charles Robertson, Fire Chief
DEPARTMENT:	Rocky Mount Fire Department
MONTH:	October 2011

- The Rocky Mount Fire Department answered a total of 33 calls for the month of October 2011.
- A total of 15 calls were answered in the Town limits and a total of 18 calls were answered in the County.
- There were a total of 175 man hours accumulated on all calls for the month.
- The department averaged 11.04 members per call for all calls during the month.
- There were a total of 1,172 miles traveled on all department vehicles for the month.
- There were a total of 136.40 gallons of diesel fuel used, and a total of 82.10 gallons of gasoline use for the month.
- There were 5 structure fires; 1 motor vehicle fire; 5 woods and grass fires; 1 electrical fire; 2 oil spills; 12 motor vehicle accidents; 7 false alarms.
- Every year, the nation observes Fire Prevention Week in the month of October. The Rocky Mount Fire Department participated in that week by department members going to schools and other organizations to promote fire safety. This year, members went to Le Waid Elementary School (2 classes); Rocky Mount Elementary (2 classes); Franklin County High School (1 class); as well as 3 station tours for pre-school organizations; and 1 Cub Scout Troup also toured the station.

MONTHLY STAFF REPORT

DATE:	December 2, 2011
TO:	Rocky Mount Town Council
FROM:	David R. Cundiff, Chief of Police
DEPARTMENT:	Police Department
MONTH:	November 2011

*Nothing to report for the month of November.

Attachment(s): Yes

DATE: NOVEMBER 2011

SEPT.

OCT.

NOV.

	SEPT.	OCT.	NOV.
TRAFFIC ARRESTS	45	51	64
TRAFFIC WARNING	70	35	89
CRIMINAL ARRESTS	40	50	39
LEGAL DOCUMENTS; TRESPASS NOTICES	0	0	0
JUVENILE REFERRALS P-UPS, ETC.	1	4	0
ALARM RESPONSES	30	38	47
ACCIDENTS INVESTIGATED	32	26	24
INCIDENTS ADDRESSED	1494	1296	1490
INCIDENTS, OFFENSES REPORTABLE	22	32	27
BUSINESSES, RESIDENCES CHECKED	518	354	559
DOORS, WINDOWS, ETC. UNSECURED	2	1	2
MOTORIST AIDES	91	69	93
BREAKING & ENTERING REPORTS	3	8	3
BREAKING & ENTERING WARRANTS	0	2	1
FELONY WARRANTS	11	7	4
GRAND LARCENY WARRANTS	2	2	0
MISDEAMEANOR WARRANTS	21	29	25
DUI	7	10	1

TRAFFIC ENFORCEMENT:

- ◇ 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 14 reportable accidents with 13 of the accidents on our public streets.

COMMUNITY OUTREACH:

- ◇ Residential Foot Patrols: (99) Bernard Road, Bland Street, Candlewood Apartments, Circle Drive, Claiborne Avenue, Darlington Drive, Dent Street, Diamond Avenue, Donald Avenue, East Court Street, East Street, Green Meadow Lane, Hatcher Street, Herbert Street, High Street, Hillcrest Drive, Knob Apartments, Knollwood Drive, Law Street, Leanor Street, Mamie Avenue, Maple Avenue, Mary Coger Lane, Mountainview Drive, Noel Street, North Main Street, Oak Street, Orchard Avenue, Parker's Drive, Patterson Avenue, Pell Avenue, Pendleton Street, Riverview Street, Scenic River Drive, School Board Road, State Street Apartments, Sycamore Street, Tanyard Road, West College Street, Wilson Street, Windy Lane, Wooddale Drive and Woodlawn Drive.

- ◇ Business Foot Patrols: (112) Aaron's, Advance Auto, Angle Hardware, Applebee's, Arrington Sports Award, Benjamin Franklin Middle School, Burger King, C Mart, Comfort Inn, CVS, Farmer's Market, Franklin County High School, Franklin Community Bank, Franklin Memorial Hospital, Franklin Outdoors, Franklin Street, Goodwill, Holiday Inn Express, Hub Restaurant, Ippy's, Kentucky Fried Chicken, Kroger, Lee M. Waid School, Little Ceasar's, Los Tres Amigos, Lowe's, Mary Elizabeth Park, McDonald's, North Main Street, Pizza King, Prillamen Auto, Rocky Mount Elementary, Roses, Sheetz, Shoe Show, Tractor Supply, Wal-Mart and Wendy's.

MISCELLANEOUS:

- ◇ November 2nd, 2011 - SWAT Call out (TWO in the same day)
- ◇ November 3rd, 2011 - SWAT Training
- ◇ November 8th, 2011 - RMPD "Range Day"
- ◇ November 10th, 2011 - RMPD "Range Day"
- ◇ November 11th, 2011 - Franklin County High School Football Game
- ◇ November 17th, 2011 - Open Door "Subway"
- ◇ November 20th, 2011 - Open Door "FCHS Ramsey Gym"
- ◇ November 24th - 25th, 2011 - Worked Wal-Mart "Black Friday Sale"
- ◇ November 25th, 2011 - Christmas Tree Lighting
- ◇ November 29th, 2011 - Uptown Dedication

INVESTIGATIONS:

- ◇ New Criminal Investigations: 12
- ◇ New Drug Investigations: 0
- ◇ Cases Cleared: 2
- ◇ Misdemeanor charges: 0
- ◇ Felony Charges: 1

TRAFFIC CONTROL UPDATES:

- ◇ No new updates for this month.

CRIMINAL ARRESTS & LOCATIONS:

Possession of Marijuana	Tanyard Road
Possession of a Controlled Substance	East Court Street
Possession of Marijuana w/ Intent to Distribute	Diamond Avenue
Driving Under the Influence – 5 th Offense	Hilltop Drive
Drunk In Public	Donald Avenue (x 3)
Drunk In Public	East Court Street (x 2)
Drunk In Public	Diamond Avenue
Drunk In Public	Green Meadow Lane
Drunk In Public	Darlington Drive
Drunk In Public	Floyd Avenue
Drunk In Public	Windy Lane
Drunk In Public	North Main Street
Drunk In Public	Oak Street
Refusal of Blood or Breath Test	Hilltop Drive
Disorderly Conduct	North Main Street
Resisting Arrest	North Main Street
Breaking & Entering w/ Intent to Commit Assault	Diamond Avenue
Simple Assault	Diamond Avenue
Domestic Assault	Donald Avenue
Destruction of Property	Diamond Avenue
Shoplifting	Old Franklin Turnpike (x 2)
Felony Shoplifting	Old Franklin Turnpike (x 2)

SPEEDING TICKETS ISSUED

Pell Avenue (x 7)

Tanyard Road (x 2)

Franklin Street (x 2)

South Main Street (x 2)

Old Franklin Turnpike (x2)

Donald Avenue

Greenview Drive

North Main Street

Scuffling Hill Road

School Board Road

Booker T. Washington Highway

MONTHLY STAFF REPORT

DATE:	December 2, 2011
TO:	Rocky Mount Town Council
FROM:	Cecil R. Mason, Public Works Director
DEPARTMENT:	Public Works Department
MONTH:	November 2011

1. Read meters three days.
2. Worked on meter inventory six days.
3. Replaced one each 5/8" water meter.
4. Repaired 2" water line in Claybrook Subdivision (two different water leaks).
5. Repaired sewer line at 65 Anderson Street.
6. Replaced 290' of 4" sewer line on Old Furnace Road.
7. Lowered sewer force main line at Fralin Development.
8. Dug one grave.
9. Worked on pipe at Celeste Park.
10. Removed old church building on Byrd Lane that was scheduled to be demolished.
11. Worked three days on Clean-up Week.
12. Worked on picking up leaves.

MONTHLY STAFF REPORT

DATE:	December 1, 2011
TO:	Rocky Mount Town Council
FROM:	Tim Burton, Superintendent
DEPARTMENT:	Wastewater Treatment Plant
MONTH:	November 2011

Average Daily Flow	0.755 mgd		
TSS Reduction	99 %		
BOD Reduction	99 %		
Leachate (F.C. Landfill)	90,000 gallons		
VPDES Violations	None		
Sludge (Land filled @ F.C.)	93.05 Tons		
Rain Total	4.70 inches	Snow Total	0 inch

Comments: The Town's new discharge permit was issued and the Town was able to keep the reduced testing with the condition that the WWTP receives no Violations and if the WWTP receives just one Violation, then the full testing schedule must be followed.

Request: None

Respectfully Submitted,

Timothy Burton

MONTHLY STAFF REPORT

DATE:	December 2, 2011
TO:	Rocky Mount Town Council
FROM:	Bob Deitrich, Superintendent
DEPARTMENT:	Water Department
MONTH:	November 2011

Operation and Production Summary:

The actual water production time (filtering of water) for the entire month averaged 9.5 hours per day, which yielded 797,812 gallons of water per day. On average, the plant was operated at an instantaneous rate of 2.02 million gallons per day. November and December are typically low demand months due to the holiday school and factory closures.

Total Raw Water Pumped: 25.37 million gallons
Total Drinking Water Produced: 23.94 million gallons
Average Daily Production: 797,812 gallons per day
Ave Percent of Production Capacity: 40%
Flushing of Hydrants/Tanks: 37,000 gallons
Plant Process Water, Gallons Used: 493,000 gallons (finished water used by the plant)
Bulk Water Sold @ WTP: 3,800 gallons

Operational Issues:

- One full day of water production was lost due to poor river conditions on November 29th. Tanks were sufficiently full the day before to assure continuous water service.
- All routine monthly bacteriological samples were negative (no bacteria detected).
- All other routine samples continue to be within limits.
- We are currently consulting with the Virginia Tech Engineering Department to see if we are utilizing the most effective (and cost effective) method of corrosion control treatment. Effective corrosion control benefits water users as well as compliance with the Wastewater Plant's discharge permit.
- The plants two water filters are requiring more frequent backwashing to maintain turbidity limits. This is likely due to media loss or degradation. The media was last changed more than 5 years ago. Our Virginia Department of Health engineer will be assisting us in assessing the condition of the media to determine the best course of action.

Repairs/Maintenance:

- One pump/motor combination has been refurbished and reinstalled at the Grassy Hill Pump Station.
- The pressure reducing valves that regulate flow from the Grassy Hill water tank are in the process of being serviced by plant staff.
- Staff flushed and tested nine fire hydrants in the Tank Hill area. One hydrant did not appear operable and was bagged.
- Buoys on the Blackwater River were repaired temporarily by plant staff until County staff could make permanent repairs.

Up Coming Activities:

- River Buoy Maintenance
- Hydrant testing Diamond Avenue
- Filter maintenance

ITEM(S) TO BE CONSIDERED UNDER:

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

FOR COUNCIL MEETING DATED:	December 12, 2011
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STAFF MAKING REQUEST:	C. James Ervin Town Manager
BRIEF SUMMARY OF REQUEST:	Abby Brooks, a member of the Franklin County High School Senior Class, is requesting Council's consideration of approving the Senior Class to hold a 5k race on March 31, 2012 in the downtown area in Rocky Mount. More specific information will be available during the Council meeting regarding the route they will be taking and time element. They also will be contacting the Chief of Police to get the Police Department's approval of the proposed route.
ACTION NEEDED:	Approval/denial of request.

Attachment(s): No

FOLLOW-UP ACTION: (To be completed by Town Clerk)	

ITEM(S) TO BE CONSIDERED UNDER:

- Consent Item
 Old Business
 New Business
 Committee Report
 Other

FOR COUNCIL MEETING DATED:	December 12, 20122
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<p>STAFF MAKING REQUEST:</p>	<p>C. James Ervin Town Manager</p>
<p>BRIEF SUMMARY OF REQUEST:</p>	<p>Council has directed staff to report annually on the fiscal state of the Utility Fund and to recommend rates for the next calendar year during the November and December Town Council meetings.</p> <p>During the November work session, it was reported that the Utility Fund has depleted its cash reserves (though it has a fund balance made up of assets) and that our rates are not sufficient to cover our operating costs, nor the estimated capital expenses needed by the Water Plant, Waste Water Plant, and the water/waste water collection and distribution systems. During that work session, Town Council asked for a rate plan that would bring our utility rates in-line with our costs.</p> <p>Your Finance Director reports that our breakeven rate for a minimum inside residential bill was \$49.92 in Fiscal Year 2009, \$49.08 in Fiscal Year 2010, \$41.83 in Fiscal Year 2011, and an estimated \$51.35 in Fiscal Year 2012. The breakeven rate will continue to increase as the costs to the Town increase (electricity, regulatory expenses, capital expenses and health care have been the largest cost increases).</p> <p>Attached are proposed Utility Rates for calendar year 2012, 2013, 2014 and 2015.</p> <p>The highlights of each are:</p> <p>2012: A reduction in the price per 1,000 gallons of water/waste water and the initiation of a capital recovery fee. Utility rates are calculated on a fixed and variable basis with the cost per 1,000 gallons of water/waste water being calculated to cover the variable charges. The Town currently has no flat capital recovery or base charge to assist with the recovery of fixed expenses. A capital recovery charge is proposed in calendar year 2012 to give the Town a tool to recover fixed costs without changing the price per 1,000</p>

	<p>gallons of water/waste water as changes to the rate scale exponentially to industrial users. The proposed rates are a reduction in the monthly costs for those on our elderly and disabled rate plan. A fire suppression fee of \$50.00 is proposed.</p> <p>2013: No increase in the cost per 1,000 gallons of water/waste water is proposed. The capital recovery charge increases by approximately 10%. There is no change in the cost to those on the elderly and disabled rate plan.</p> <p>2014: A 5% increase in the cost per 1,000 gallons of water/waste water is proposed and no change in the capital recovery charge. This results in an increase to those on the elderly and disabled rate plan of approximately \$0.66 a month.</p> <p>2015: No change in the price per 1,000 gallons of water/waste water is proposed. The capital recovery charge is increased by 10%. There is no change in the cost to those on the elderly and disabled rate plan.</p> <p>Minimum Bill Summary: For an in-town customer, the current minimum bill is \$22.50. In five years, the rates proposed will result in a minimum bill of \$31.95. The minimums are:</p> <table data-bbox="568 1029 779 1197"> <tr><td>2011</td><td>\$22.50</td></tr> <tr><td>2012</td><td>\$27.95</td></tr> <tr><td>2013</td><td>\$29.95</td></tr> <tr><td>2014</td><td>\$30.95</td></tr> <tr><td>2015</td><td>\$31.95</td></tr> </table> <p>If the proposed rate schedule is adopted, we will still be short of our current breakeven rate, but the rates proposed represent a measured slow approach towards fiscal balance in the Utility Fund. Also, the Utility Fund will see a reduction of debt service in 2014, but these funds are likely to be used to pay additional debt service on capital expenses or to pay for capital expenses directly.</p>	2011	\$22.50	2012	\$27.95	2013	\$29.95	2014	\$30.95	2015	\$31.95
2011	\$22.50										
2012	\$27.95										
2013	\$29.95										
2014	\$30.95										
2015	\$31.95										
ACTION NEEDED:	Approval/denial of proposed rates for calendar years 2012 through 2015.										

Attachment(s): Yes

FOLLOW-UP ACTION:
(To be completed by Town Clerk)



LINDA P. WOODY
FINANCE DIRECTOR
TOWN OF ROCKY MOUNT
345 DONALD AVE
ROCKY MOUNT, VA 24151

TELEPHONE (540) 483-5243
FAX (540) 483-8830
E-MAIL: lwoody@rockymountva.org

December 5, 2011

Mayor and Council:

The following are the breakeven rates needed for water and sewer for the current plus three past years. Current year (fiscal year 2012) is based on the adopted budget. Fiscal year 2011 is based on estimated actual and the other two years (2010 and 2009) are based on actual financial results. Fiscal year 2011 (last fiscal year) was adjusted to eliminate the pay-off of the \$2,010,000 bond in order to make the break even rates comparable.

Operating costs and debt service costs are calculated below. Depreciation is not included in these rates since no cash is involved; depreciation expense is covered by the utility fund's fund balance. To cover depreciation by utility rates, an additional average of \$14.51 is needed per bill.

The rates below are also adjusted to show the transfer from the general fund of meals tax. Without this transfer, the break-even rate would be higher by \$8.77 on average for the 3,000 gallon minimum bill.

The current rate of \$22.50 (in place since August 2007) is shown below for comparison purposes and is not a break-even rate. The break-even rates below are based on 3,000 gallons (the current minimum allowed consumption per meter).

	<u>Current</u>	<u>FY 2012</u>	<u>FY 2011</u>	<u>FY 2010</u>	<u>FY 2009</u>
Water	11.25	24.46	20.56	21.87	22.73
Sewer	<u>11.25</u>	<u>26.89</u>	<u>21.27</u>	<u>27.21</u>	<u>20.19</u>
Total (3000 gal)	22.50	51.35	41.83	49.08	42.92
Proposed CY 2012		27.95			
Proposed CY 2013		29.95			
Proposed CY 2014		30.95			
Proposed CY 2015		31.95			

With the proposed new rate structure, we will still have a gap in covering operating costs strictly by customer collections. The general fund and its tax collections will continue to fund the water and wastewater operations in the near future. Retained earnings / unrestricted fund balance at FY 2007 (the year before rates were implemented) were \$1,443,682. Retained earnings at fiscal year-end 2011 were <\$1,150,324> or a \$2,594,006 drop in 4 years.

Based on averages, 82% of the gallons consumed are from in-town customers (residential and commercial) and they provide 68% (or two-thirds) of the revenue. About one-third of the gallons consumed (34%) and revenue produced (31%) are from in-town residential customers.

Sincerely,

Linda Woody
 Finance Director

Calendar Year 2012 to Calendar Year 2015 Revenue Change Projections

Calendar Year 2012					
Meters	Number	Water Capital	Sewer Capital		
5/8"	2500	\$ 4.00	\$ 4.00	\$	240,000.00
1"	125	\$ 6.00	\$ 18.00	\$	36,000.00
1.5"	25	\$ 12.00	\$ 36.00	\$	14,400.00
2"	74	\$ 15.00	\$ 45.00	\$	53,280.00
3"	15	\$ 30.00	\$ 60.00	\$	16,200.00
4"	7	\$ 45.00	\$ 90.00	\$	11,340.00
6"	2	\$ 90.00	\$ 180.00	\$	6,480.00
	2748				
Total Revenue from Capital Recovery Fee:					\$ 377,700.00
Fire Suppression Fee		30	\$50.00	\$	18,000.00
Less reduction in rate		\$ 1.20	\$ 1.35	\$	43,281.00
CY2012 Total new revenue					\$ 352,419.00
Total New Revenue Since FY2011 Rates					\$ 352,419.00

CY2012 introduces a water and sewer capital recovery fee and a fire suppression fee. The charge per 1,000 gallons for the first 3,000 gallons is reduced. New revenue generated is \$352,419

Calendar Year 2013					
Meters	Number	Water Capital	Sewer Capital		
5/8"	2500	\$ 5.00	\$ 5.00	\$	300,000.00
1"	125	\$ 6.60	\$ 19.80	\$	39,600.00
1.5"	25	\$ 13.20	\$ 39.60	\$	15,840.00
2"	74	\$ 16.50	\$ 49.50	\$	58,608.00
3"	15	\$ 33.00	\$ 66.00	\$	17,820.00
4"	7	\$ 49.50	\$ 99.00	\$	12,474.00
6"	2	\$ 99.00	\$ 198.00	\$	7,128.00
	2748				
Total Revenue from Capital Recovery Fee:					\$ 451,470.00
Less Previous Capital Recovery Revenue					\$ 352,419.00
CY2013 Total new revenue					\$ 99,051.00
Total New Revenue Since FY2011 Rates					\$ 451,470.00

For CY2013 the capital recovery fee is increased approximately 10%, generating an additional 117,051 in revenue

Calendar Year 2014					
No change in Capital Recovery Charge					
Water					
FY2011 Estimated	Increase	New Revenue			
\$ 1,011,000.00	5%	\$ 50,550.00			
Sewer					
FY2011 Estimated	Increase	New Revenue			
\$ 634,397.00	5%	\$ 31,719.85			
CY2014 Total new revenue					\$ 82,269.85
Total New Revenue Since FY2011 Rates					\$ 533,739.85

For CY2014 a 5% increase in the cost per 1,000 gallons of water/waste water is proposed that generates \$82,269 in revenue

Calendar Year 2015					
Meters	Number	Water Capital	Sewer Capital		
5/8"	2500	\$ 5.50	\$ 5.50	\$	330,000.00
1"	125	\$ 7.26	\$ 21.78	\$	43,560.00
1.5"	25	\$ 14.52	\$ 43.56	\$	17,424.00
2"	74	\$ 18.15	\$ 54.45	\$	64,468.80
3"	15	\$ 36.30	\$ 72.60	\$	19,602.00
4"	7	\$ 54.45	\$ 108.90	\$	13,721.40
6"	2	\$ 108.90	\$ 217.80	\$	7,840.80
	2748				
Total Revenue from Capital Recovery Fee:					\$ 496,617.00
Less Previous Capital Recovery Revenue					\$ 451,470.00
CY2015 Total new revenue					\$ 45,147.00
Total New Revenue Since FY2011 Rates					\$ 578,886.85

For CY2015 the capital recovery fee is increased approximately 10%, generating an additional \$45,147 in revenue

Calendar Year 2012 Water and Sewer Rates

Effective on bills issued after January 1, 2012

Rates per Gallons of Usage

	Inside	Outside
Water		
1 to 10,000 gallons	\$ 3.35	\$ 6.70
10,001 to 50,000	\$ 3.25	\$ 6.50
50,001 and up	\$ 3.15	\$ 6.30
Sewer		
1 to 10,000 gallons	\$ 3.30	\$ 6.60
10,001 to 50,000	\$ 3.15	\$ 6.30
50,001 and up	\$ 3.05	\$ 6.10

This represents a decrease in the rate charged per 1,000 gallons from \$3.75 to \$3.35 for water and from \$3.75 to 3.30 for sewer (inside rates) for the first 3,000 gallons.

Capital Recovery Base Charges

Meter Size	Water	Sewer
5/8"	\$ 4.00	\$ 4.00
1"	\$ 6.00	\$ 18.00
1.5"	\$ 12.00	\$ 36.00
2"	\$ 15.00	\$ 45.00
3"	\$ 30.00	\$ 60.00
4"	\$ 45.00	\$ 90.00
6"	\$ 90.00	\$ 180.00

While the rate for the first 3,000 gallons is reduced, a base charge is established which scales according to meter size. Since the charge is not based on consumption, but on the capital needs of the two systems, it is the same rate for inside and outside customers.

Estimated Bills

	Inside	Outside
5000 Gallons		
Water	\$ 20.75	\$ 37.50
Sewer	\$ 20.50	\$ 37.00
Total	\$ 41.25	\$ 74.50
Minimum Bill		
Water	\$ 14.05	\$ 24.10
Sewer	\$ 13.90	\$ 23.80
Total	\$ 27.95	\$ 47.90
Current Minimum	\$ 22.50	\$ 45.00

The minimum bill for those *not* on the elderly and disabled rate plan will be \$27.95 for inside customers, an increase of \$5.45 a month.

Increase in minimum from FY2011 and prior rates

	Inside	Outside
	\$ 5.45	\$ 2.90

Elderly and Disabled Rate Plan

	Inside
Current Rates	
Water	\$ 3.75
Sewer	\$ 3.75
2,000 Gallon Bill	\$ 15.00
New Rates	
Water	\$ 3.35
Sewer	\$ 3.30
2,000 Gallon Bill	\$ 13.30

Because the customers participating on the Town's elderly and disabled rate plan are exempt from the capital recovery base charge, they see a *reduction* in their bill based on the reduction of the water rate for the first 3,000 gallons. A customer using 2,000 gallons would save \$1.70 a month

Decrease in Monthly Bill for Customers on Elderly and Disabled Rate Plan

\$ 1.70

Fire Suppression Connection Fee

\$50.00

Calendar Year 2013 Water and Sewer Rates

Effective on bills issued after January 1, 2013

Rates per Gallons of Usage

	Inside	Outside
Water		
1 to 10,000 gallons	\$ 3.35	\$ 6.70
10,001 to 50,000	\$ 3.25	\$ 6.50
50,001 and up	\$ 3.15	\$ 6.30
Sewer		
1 to 10,000 gallons	\$ 3.30	\$ 6.60
10,001 to 50,000	\$ 3.15	\$ 6.30
50,001 and up	\$ 3.05	\$ 6.10

No Change Proposed in charges per 1000 gallons of water/waste water

Capital Recovery Base Charges

Meter Size	Water	Sewer
5/8"	\$ 5.00	\$ 5.00
1"	\$ 6.60	\$ 19.80
1.5"	\$ 13.20	\$ 39.60
2"	\$ 16.50	\$ 49.50
3"	\$ 33.00	\$ 66.00
4"	\$ 49.50	\$ 99.00
6"	\$ 99.00	\$ 198.00

Capital Recovery Base Charges Increase

Estimated Bills

	Inside	Outside
5000 Gallons		
Water	\$ 21.75	\$ 38.50
Sewer	\$ 21.50	\$ 38.00
Total	\$ 43.25	\$ 76.50
Minimum Bill		
Water	\$ 15.05	\$ 25.10
Sewer	\$ 14.90	\$ 24.80
Total	\$ 29.95	\$ 49.90
Prior Year Minimum	\$ 27.95	\$ 47.90

Increase in minimum from CY2012 rates

	Inside	Outside
	\$ 2.00	\$ 2.00

Elderly and Disabled Rate Plan

	Inside
New Rates	
Water	\$ 3.35
Sewer	\$ 3.30
2,000 Gallon Bill	\$ 13.30
Prior Bill	\$ 13.30
Increase	\$ -

No Pricing Change Proposed

Fire Suppression Connection Fee \$50.00

Calendar Year 2014 Water and Sewer Rates

Effective on bills issued after January 1, 2014

Rates per Gallons of Usage

	Inside	Outside
Water		
1 to 10,000 gallons	\$ 3.52	\$ 7.04
10,001 to 50,000	\$ 3.41	\$ 6.83
50,001 and up	\$ 3.31	\$ 6.62
Sewer		
1 to 10,000 gallons	\$ 3.47	\$ 6.93
10,001 to 50,000	\$ 3.31	\$ 6.62
50,001 and up	\$ 3.20	\$ 6.41

5% increase in per gallon charges

Capital Recovery Base Charges

Meter Size	Water	Sewer
5/8"	\$ 5.00	\$ 5.00
1"	\$ 6.60	\$ 19.80
1.5"	\$ 13.20	\$ 39.60
2"	\$ 16.50	\$ 49.50
3"	\$ 33.00	\$ 66.00
4"	\$ 49.50	\$ 99.00
6"	\$ 99.00	\$ 198.00

No Change in Capital Recovery Base Charges

Estimated Bills

	Inside	Outside
5000 Gallons		
Water	\$ 22.59	\$ 40.18
Sewer	\$ 22.33	\$ 39.65
Total	\$ 44.91	\$ 79.83
Minimum Bill		
Water	\$ 15.55	\$ 26.11
Sewer	\$ 15.40	\$ 25.79
Total	\$ 30.95	\$ 51.90
Prior Year Minimum	\$ 27.95	\$ 47.90

Increase in minimum from CY2013 rates

	Inside	Outside
	\$ 3.00	\$ 4.00

Elderly and Disabled Rate Plan

	Inside
New Rates	
Water	\$ 3.52
Sewer	\$ 3.47
2,000 Gallon Bill	\$ 13.97
Prior Bill	\$ 13.30
Increase	\$ 0.66

Price per 1,000 gallons is increased 5%

Fire Suppression Connection Fee \$50.00

Calendar Year 2015 Water and Sewer Rates

Effective on bills issued after January 1, 2014

Rates per Gallons of Usage

	Inside	Outside
Water		
1 to 10,000 gallons	\$ 3.52	\$ 7.04
10,001 to 50,000	\$ 3.41	\$ 6.83
50,001 and up	\$ 3.31	\$ 6.62
Sewer		
1 to 10,000 gallons	\$ 3.47	\$ 6.93
10,001 to 50,000	\$ 3.31	\$ 6.62
50,001 and up	\$ 3.20	\$ 6.41

No Change in Price per 1,000 gallons

Capital Recovery Base Charges

Meter Size	Water	Sewer
5/8"	\$ 5.50	\$ 5.50
1"	\$ 7.26	\$ 21.78
1.5"	\$ 14.52	\$ 43.56
2"	\$ 18.15	\$ 54.45
3"	\$ 36.30	\$ 72.60
4"	\$ 54.45	\$ 108.90
6"	\$ 108.90	\$ 217.80

10 % Capital Recovery Base Charges Increase

Estimated Bills

	Inside	Outside
5000 Gallons		
Water	\$ 23.09	\$ 40.68
Sewer	\$ 22.83	\$ 40.15
Total	\$ 45.91	\$ 80.83
Minimum Bill		
Water	\$ 16.05	\$ 26.61
Sewer	\$ 15.90	\$ 26.29
Total	\$ 31.95	\$ 52.90
Prior Year Minimum	\$ 27.95	\$ 47.90

Increase in minimum from CY2013 rates

	Inside	Outside
	\$ 4.00	\$ 5.00

Elderly and Disabled Rate Plan

	Inside
New Rates	
Water	\$ 3.52
Sewer	\$ 3.47
2,000 Gallon Bill	\$ 13.97
Prior Bill	\$ 13.97
Increase	\$ -

No Change

Fire Suppression Connection Fee \$50.00

ITEM(S) TO BE CONSIDERED UNDER:

- Consent Item Old Business New Business Committee Report
 Other

FOR COUNCIL MEETING DATED:	December 12, 2011
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STAFF MAKING REQUEST:	Matthew C. Hankins Assistant Town Manager
BRIEF SUMMARY OF REQUEST:	Enclosed is a summarization from the Assistant Town Manager regarding the operation of the Rocky Mount Community & Hospitality Center in relation to Council's goal of re-opening the facility to the public.
ACTION NEEDED:	Approval/denial of request.

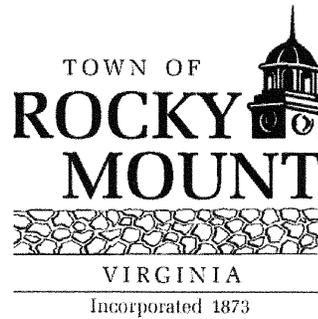
Attachment(s): Yes

FOLLOW-UP ACTION: (To be completed by Town Clerk)

345 Donald Ave.
Rocky Mount, Virginia 24151

540.483.0907
FAX 540.483.8830

E-mail: mhankins@rockymountva.org
www.rockymountva.org



TOWN COUNCIL
Steven C. Angle, *Mayor*
Gregory B. Walker, *Vice Mayor*

Bobby M. Cundiff P. Ann Love
Jerry W. Greer, Sr. Bobby L. Moyer
Robert W. Strickler

Matthew C. Hankins
Assistant Town Manager
Community Development Director

MEMORANDUM

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

From: Matthew C. Hankins
Assistant Town Manager 

Date: December 5, 2011

Re: Operation of Rocky Mount Community & Hospitality Center

Members of Council:

The Town has not been able to reach mutually satisfactory terms with the Retail Merchants Association to operate the Community & Hospitality Center, and RMA Director Dorothy Cundiff has indicated that she no longer wishes to pursue operating the center. We have also been unable to recruit volunteers who wish to staff the depot regularly.

The Town has very limited options to meet your expressed goals of re-opening the facility to the public.

I recommend that the Town Council authorize the Community Development staff to hire part-time greeters to provide information and directions to visitors to the community, to book rentals and collect deposits, to ensure that the facility is clean and supplied with necessities, and ensure security at the location.

The Town intends to staff the facility from 10 a.m. to 4 p.m. Tuesday through Saturday for a total of 30 hours per week, 51 weeks per year (closing between Christmas and New Year's) paying \$8.50/hour without benefits or employee bonuses. Total personnel cost to the Town would be \$13,005 per year or \$6,502.50 for the remainder of the fiscal year if staffed starting in January.

Funds would be paid through personnel line items in the Depot budget. Although those line items are unfunded this year, I can reach adequate savings to pay for part-time staff until the new budget year begins.

ITEM(S) TO BE CONSIDERED UNDER:

- Consent Item
 Old Business
 New Business
 Committee Report
 Other

FOR COUNCIL MEETING DATED:	December 12, 2011
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STAFF MAKING REQUEST:	C. James Ervin Town Manager
BRIEF SUMMARY OF REQUEST:	<p><u>Draft "A Resolution of Approval and Acceptance of Conveyance of Herman A. Hunt Property Identified as a Portion of Tax Map Number 204.00-369.00".</u></p> <p>During the regular Rocky Mount Town Council meeting of October 10, 2011, Council held a public hearing to authorize acquisition and disposition of real property: land exchange of 0.806 acres on Bernard Road owned by the Town of Rocky Mount for .351 acres and right of way on Harvey Street owned by Mr. & Mrs. Herman Hunt. Council approved to proceed with acquisition and disposition of real property and authorized the Town Attorney to draft, and the Town Manager to execute, the documents necessary to complete the exchange.</p> <p>Enclosed is the draft "A Resolution of Approval and Acceptance of Conveyance of Herman A. Hunt Property Identified as a Portion of Tax Map Number 204.00-369.00", which needs Council's approval in order to proceed with finalizing the proposed land exchange.</p>
ACTION NEEDED:	Approval/denial of draft resolution as presented.

Attachment(s): Yes

FOLLOW-UP ACTION: (To be completed by Town Clerk)

DRAFT

**A RESOLUTION OF APPROVAL AND ACCEPTANCE OF CONVEYANCE OF
HERMAN A. HUNT PROPERTY IDENTIFIED AS A PORTION OF TAX
MAP NUMBER 204.00-369.00**

WHEREAS, in adopting this resolution, the Council of the Town of Rocky Mount has considered the provisions of §15.2-1800, et seq., of the Code of Virginia (1950), as amended.

THEREFORE, BE IT RESOLVED by the Council of the Town of Rocky Mount that the deed dated November 23, 2011, recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 1006, page 1654, from Herman A. Hunt and Marie C. Hunt, husband and wife, to the Town of Rocky Mount conveying a parcel of land containing .351 acre and more completely described in the deed of conveyance is approved and accepted.

This resolution is adopted as of December _____, 2011. The Town Clerk shall cause the original or a certified copy of this resolution to be recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, as deeds are recorded, and indexed in the name of the Town of Rocky Mount.

AYES:

NAYS:

TOWN OF ROCKY MOUNT

BY: _____
Steven C. Angle, Mayor

ATTEST:

Town Clerk

Town Attorney

DRAFT

STATE OF VIRGINIA, AT-LARGE,
COUNTY OF FRANKLIN, to-wit:

The foregoing instrument was acknowledged before me this _____
day of _____, 2011, by Steven C. Angle, Mayor, on behalf of the
Town of Rocky Mount.

My commission expires: _____

Notary Public

STATE OF VIRGINIA, AT-LARGE,
COUNTY OF FRANKLIN, to-wit:

The foregoing instrument was acknowledged before me this _____
day of _____, 2011, by Patricia H. Keatts, Town Clerk.

My commission expires: _____

Notary Public

STATE OF VIRGINIA, AT-LARGE,
COUNTY OF FRANKLIN, to-wit:

The foregoing instrument was acknowledged before me this _____
day of _____, 2011, by John T. Boitnott, Town Attorney.

My commission expires: _____

Notary Public

ITEM(S) TO BE CONSIDERED UNDER:

- Consent Item Old Business New Business Committee Report
 Other

FOR COUNCIL MEETING DATED:	December 12, 2011
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STAFF MAKING REQUEST:	Matthew C. Hankins Assistant Town Manager
BRIEF SUMMARY OF REQUEST:	The Lynch Hardware Building was purchased at auction by the Town of Rocky Mount, who was the successful high bidder. Enclosed is a summarization to the Rocky Mount Town Council from the Assistant Town Manager regarding the Lynch Hardware Building purchase and proposed work plan as outlined by the Assistant Town Manager.
ACTION NEEDED:	<i>(Summarization of motions outlined in attached memorandum.)</i>

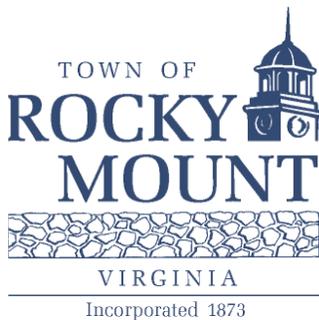
Attachment(s): Yes

FOLLOW-UP ACTION: (To be completed by Town Clerk)

345 Donald Ave.
Rocky Mount, Virginia 24151

540.483.0907
FAX 540.483.8830

E-mail: mhankins@rockymountva.org
www.rockymountva.org



TOWN COUNCIL
Steven C. Angle, *Mayor*
Gregory B. Walker, *Vice Mayor*

Bobby M. Cundiff P. Ann Love
Jerry W. Greer, Sr. Bobby L. Moyer
Robert W. Strickler

Matthew C. Hankins
Assistant Town Manager
Community Development Director

MEMORANDUM

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

From: Matthew C. Hankins
Assistant Town Manager

Date: December 5, 2011

Re: Lynch Hardware Building Purchase & Work Plan

Members of Council:

Thank you for the opportunity to represent you at the auction for the Lynch Hardware Building. I am deeply grateful for the opportunity to represent the Town, and was grateful that Council Members Cundiff and Moyer accompanied me to the auction, providing guidance and assistance.

As you are aware, the Town was the successful high bidder in the amount of \$230,000, with a five percent buyers premium bringing the total cost to \$246,750. The Town has paid the \$24,675 deposit with the auctioneer/realtor, and the contract must be closed by December 23, 2011. I ask that you approve the enclosed real estate purchase contract, authorizing the Town Attorney and me to execute the required documents, and appropriate the funds from fund balance to complete the purchase of the property.

The building does come with a tenant, and I ask that you authorize the Town Attorney and me to work with the Tenant to reach an agreeable timeframe for the termination of that lease.

There are five phases to go through in this project.

1. Acquisition. Pending your approval and appropriation.
2. Design.
3. Finance.
4. Construction.
5. Operation.

Now that the Town has purchased the building with the intent to create a music venue in the upper story, both council and staff have much work to do. In our staff discussions, the Town Manager and I have determined that we should recommend to you the following courses of action to meet your community objective of creating a destination music venue that brings tourists, shoppers and visitors to the Central Business District.

Projected Costs

Our preliminary architectural report used a renovation figure of \$110 per square foot resulting in an upper story renovation cost of \$880,000, including a 10% contingency. Other architects contacted estimated a renovation cost of up to \$140 per square foot resulting in a potential project cost of \$1,230,000, also including a 10% contingency. These cost ranges do not include any work on the lower floor and are ultimately subject to the choices that Town Council makes in guiding the development of the venue. What might the actual cost to the Town be to perform the renovations? Given that the building is eligible for tax credits, a working estimate of 70% tax credit financing indicates that the Town may need to raise between \$264,000 to \$369,000. These figures are estimates and are largely dependent upon the renovation selected by Town Council, the amount invested in lighting and sound equipment as well as the amount of renovation done in the basement of the building. Town staff will seek donations to help offset some of these costs.

Design

Once you have approved the real estate purchase contract and appropriated funds for the purchase, the next step should be to select an architect to design the project that meets our expectations for development of Rocky Mount's signature venue on the Crooked Road. This architect should have significant experience with how to use tax credits to offset the Town's costs. In reviewing the options, it appears that we should be able to get and sell tax credit approximately 70 percent of the cost of the building renovations, meaning that you can get a great music hall for a reasonable investment.

This designer should work with local and regional musicians, council members and the public to determine some criteria about what will make a great music venue. The architects should have significant experience with how to use historic tax credits and know how to maximize the reimbursement the Town receives from those credits in order to minimize the public investment required by the taxpayers of Rocky Mount.

I ask that you authorize the Town Manager and me to issue immediately a Request For Proposals (RFP) to retain an architect to assess, design and prepare the Lynch Building improvements for construction bidding. I anticipate that, if we advertise now with a mid-January deadline for submissions, the architect can be selected by early February for contract approval at your February 2012 meeting. With that timeline, the design should be completed by the end of May and submitted for approval at your June 2012 meeting.

Council Committee

We believe that the project will be enhanced by appointing a special Council Committee to assist in interviewing architects and contractors. The Committee should be empowered to authorize action by staff, to make recommendations regarding financing, design and tax credits, and to generally provide oversight to ensure completion of the project in a timely fashion.

The mayor has indicated that he is willing to appoint a committee if it is your desire to create this committee and charge it with oversight of the music venue development.

This committee would also work with staff to enlist a panel of local and regional musicians to provide input on design elements to the committee, staff and the architect. The musicians' input should be important to developing the professional sound that will continue to attract musical acts to the venue for years to come.

The committee and staff should be able to provide guidance to the architect on what costs are acceptable to the Town.

Financing

Once the design is in place and a projected cost is available, the financing can be put into place. The early numbers that you have seen should be considered a working estimate until the architect is selected and can thoroughly go through the building document condition and determine recommended upgrades. Staff and Town Council have previously discussed doing this work, along with the acquisition costs, through a debt instrument which can be repaid largely through the sale of the historic tax credits.

Assuming all these elements fall into place as expected, the project can be bid in mid-2012 with a target completion date of mid-2013.

Your staff has already started identifying private and corporate foundations to target for grant funds applications. These funds would be different from federal or state grants in that they would not drive up costs by dictating wage rates and increasing administrative paperwork.

Suggested Motions

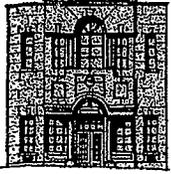
1. I move that Rocky Mount Town Council approve the real estate purchase contract for the property at Tax Map and Parcel Number 20701 05600, known as the former Lynch Hardware Building, from Raymond and Jeanette Peters, and authorize the Town Manager, Assistant Town Manager and Town Attorney to execute all documents necessary for closing of the purchase of the property for a public purpose.
2. I move that the Rocky Mount Town Council authorize the Town Manager or his designee and the Town Attorney to terminate the existing lease at the Lynch Building.
3. I move that Rocky Mount Town Council appropriate \$246,750.00 from fund balance to cover the purchase of the Lynch Hardware Building as outlined in the memo attached to our staff report.
4. I move that Rocky Mount Town Council authorize the Town Manager or his designee to issue a Request For Proposals to architects as presented in the staff report.
5. I move that Town Council authorize the Mayor to appoint a special Committee of Council to advise and provide oversight to staff on the development of the music venue and the use of the Lynch Hardware Building and associated property.

Woltz & Associates, Inc
23 Franklin Road
Roanoke, VA 24011
Tel 540-342-3560, Fax 540-342-3741

Bid Acknowledgment Report
11/21/2011 20:16

Lot(s) 19
Bidder# 19

Amount	235,000
Premium	11,750
Total	246,750
Deposit	24,675
Balance Due	222,075



**WOLTZ
& ASSOCIATES**
INC.
BROKERS & AUCTIONEERS

23 W. FRANKLIN ROAD
ROANOKE, VIRGINIA 24011
540-342-3560 or 800-551-3588
FAX 540-342-3741
E-mail: info@woltz.com

**AUCTION
REAL ESTATE PURCHASE AGREEMENT**

(This is a legally binding contract; if not understood, seek competent advice before signing.)

AGENCY DISCLOSURE: REALTORS ARE REQUIRED BY LAW AND THEIR CODE OF ETHICS TO TREAT ALL PARTIES TO THE TRANSACTION HONESTLY. The Seller and the Buyer each confirm that disclosure of the agency relationships described below has been made in writing. (Check either A or B below.)

- A. The Seller and the Buyer confirm that in connection with the transaction under this Agreement, the Listing Firm, the Selling Firm, and its Agents, are acting on behalf of the Seller as Seller's agent.
- B. The Seller and the Buyer confirm that in connection with the transaction described by this Agreement, the Listing Firm and its Agents are acting on behalf of the Seller as the Seller's agent, and the Selling Firm and its Agents, by agreement, are acting on behalf of the Buyer as the Buyer's agent.

THIS AGREEMENT OF PURCHASE AND SALE (Agreement) made and entered into this 21st day of November 2011, between Jeanette S. Peters and Raymond A. Peters, ("Seller"), Town of Rocky Mount, Virginia, ("Buyer"), and Woltz & Associates, Inc. ("Agent").

W-I-T-N-E-S-S-E-T-H:

REAL PROPERTY: Buyer agrees to buy and Seller agrees to sell the land, all improvements thereon in the County of Franklin, Virginia and described as Auction Property #19 and known as the "V. L. Lynch Building" located at 450-470 Franklin Street, Rocky Mount, VA and as Franklin County Tax Parcel 20701-5600 (the "Property"). (Complete legal description to be furnished in Deed)

PURCHASE PRICE: The Purchase Price (the "Purchase Price") of the Property is two hundred forty-six thousand seven hundred fifty (\$246,750-) Dollars ("Purchase Price").

DEPOSIT: The Buyer has made a deposit of twenty-four thousand six hundred seventy-five and 00/100 Dollars (\$24,675) ("Deposit") by check/note in hand paid on the signing of this Agreement, paid by Buyer to Agent; receipt of which is hereby acknowledged. The Deposit shall be placed in Agent's escrow account until final settlement and may be placed in an interest bearing account. The Buyer and Seller waive any claim to interest resulting from such Deposit.

THIS IS A CASH AGREEMENT. THERE IS NO CONTINGENCY FOR BUYER TO OBTAIN FINANCING. The residue of the purchase price shall be payable as follows: Cash at Settlement on or before December 23, 2011. If closing does not occur on or before December 23, 2011, Buyer shall be in

default. Seller may, in its sole discretion, permit closing after this date, and, in such case, shall charge the Buyer interest at the rate of 12% per annum of the total purchase price which shall be due and payable at closing.

The Seller agrees to convey the said Property with a Special Warranty Deed, same to be prepared at the expense of the Seller and the cost of Virginia Grantor's tax shall be borne by the Seller. It is agreed that the Property is being conveyed free and clear of all liens and indebtedness. It is agreed that the Property is to be conveyed subject to any recorded conditions, easements and restrictions.

PROPERTY OWNER'S ASSOCIATION DISCLOSURE: The Seller represents that the Property () is, OR (X) is not located within a development which is subject to the Virginia Property Owners Association Act (Sections 55-508 through 55-516 of the Code of Virginia) (the "Act").

MECHANIC'S LIEN DISCLOSURE: An effective lien for work performed prior to settlement may be filed after settlement. Seller shall deliver to Buyer at settlement an affidavit signed by Seller stating either that; No labor or materials have been furnished to the property within the statutory period, OR: If labor and materials have been furnished during the statutory period, the costs thereof have been paid.

FAIR HOUSING: The Seller and Buyer acknowledge that in the sale, purchase or exchange of real property, REALTOR has the responsibility to offer equal service to all clients and prospects without regard to race, color, religion, national origin, sex, elderliness, familial status or handicap.

MEGAN'S LAW: Buyer shall exercise whatever due diligence Buyer deems necessary with respect to information on any sexual offenders registered under Chapter 23 (19.2-387 et seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police, Central Criminal Records Exchange, at 804-674-2000 or www.vsp.state.va.us.

SETTLEMENT EXPENSES/RISK OF LOSS: The expenses of examination of title and recordation shall be borne by the Buyer. All rents, interest, taxes, insurance and other escrow deposits are to be pro-rated as of settlement. The risk of loss or damage to or destruction of any structure on the premises by any means until the deed of conveyance is delivered is assumed by the Seller.

DEFAULT: Should either party hereto default in the performance of its part of this Agreement, the party so defaulting agrees to pay Woltz & Associates, Inc., the full commission the Agent is entitled to by virtue of securing this Agreement. Should the Buyer be the defaulting party, Woltz & Associates, Inc., shall have the right to apply all monies held in escrow toward its costs incurred in the sale of the Property, and toward Agent's commissions due under this Agreement.

COMMISSION: The Seller agrees to pay cash to the Agent for its services, a commission on the sale price of the Property pursuant to the terms of the Auction Contract, which is incorporated herein by reference.

ATTORNEY'S FEES: In any action or proceeding involving a dispute between the Buyer, the Seller and/or the Agent, arising out of this Agreement, or to collect the Agent's Fee, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees to be determined by the court or arbitrator(s).

POSSESSION: Possession of Property to be given on the date of actual settlement.

AUCTION TERMS AND CONDITIONS: This Property is being sold "AS IS, WHERE IS". Buyer agrees to comply with all auction terms and conditions and announcements made on date of sale and acknowledges receipt of the Real Estate Bidder's Package on day of sale. The Buyer's decision to purchase is based upon Buyer's own due diligence rather than upon any information provided by Woltz & Associates, Inc., its agents and representatives.

FACSIMILIES: This Agreement may be signed in one or more counterparts, each of which is deemed to be an original, and all of which shall together constitute one of the same original. Documents obtained via facsimile machines shall also be considered as originals.

LIKE-KIND EXCHANGE: Seller and Buyer shall have the right, at the option of either or both, to dispose of or purchase the Property through a transaction that is structured to qualify as a like-kind exchange of

property within the meaning of Section 1031 of the Internal Revenue Code of 1986. Each party agrees to execute any necessary documents related to the Seller's or Buyer's affecting a qualifying like-kind exchange. Each party shall bear the additional transaction cost and expenses attributable to the closing of qualifying exchange requested by either party. In no event shall any like kind exchange contemplated by this provision cause an extension of the date of closing unless agreed to by all parties to this Agreement, including Agent.

PARTIES: This Agreement shall be binding upon and shall inure to the benefit of the parties, *i.e.*, Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

CHOICE OF SETTLEMENT AGENT: You have the right to select a settlement agent to handle the closing of this transaction. The settlement agent's role in closing your transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the Agreement between the parties. If part of the purchase price is financed, your lender will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Escrow, closing and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, you are entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

ADDITIONAL TERMS AND CONDITIONS: The property is being sold subject to an existing lease. WEA

APPLICABLE LAW: This Agreement shall be construed under the laws of the Commonwealth of Virginia.

WITNESS the following signatures and seals.

Town of Rocky Mount, Virginia

By: Matthew C. Hankins (Seal) 11/21/2011
Its: Assistant Town Manager Date

Buyer (Seal) Date

SELLER:

Jeanette S. Peters (Seal) Date

Raymond A. Peters (Seal) Date

Deed To: Town of Rocky Mount, Virginia

Listing Firm: Woltz & Associates, Inc.

By: [Signature]
Its: Agent

Buyer's Address 345 Donald Avenue

Rocky Mount, VA 24151

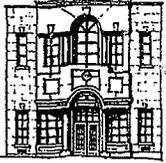
Buyer's Phone # 540-483-0907 or 540-493-3751

Buyer's e-mail: m.hankins@rockymountva.org

Buyer's choice of settlement services: John Britton

Address: _____

Phone: 540-483-8822



WOLTZ
& ASSOCIATES
INC.
BROKERS & AUCTIONEERS

November 29, 2011

Matthew C. Hankins
Assistant Town Manager
345 Donald Avenue
Rocky Mount, VA 24151

Dear Mr. Hankins,

Thank you for participating in the auction held on November 21, 2011, and congratulations on being the successful high bidder on Auction Property 19.

Just a reminder that pursuant to the terms of the Auction Real Estate Purchase Agreement ("Contract"), **the closing must occur no later than December 23, 2011.**

If you choose to close earlier, please contact Martha Boush with Acquisition Title & Settlement at 540-989-0884. If you haven't chosen your closing company, please do so and contact us with the company's information that will be performing the closing for you. Our office will be closed for Thanksgiving until Monday, November 28, but you may leave the information on our answering machine.

A reminder that Acquisition Title & Settlement is offering a reduced settlement fee of only \$300.00 and they have already performed the title searches for the property which will save you an additional \$130. There will be a \$50 title update fee.

If you need additional information, or have a question, please contact us at 540-342-3560. Again, thank you for participating in the auction and congratulations on being the successful bidder.

Very truly yours,

WOLTZ & ASSOCIATES, INC.

David Boush & Sam Hardy

Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective July 15 2010 (Date) by and between Raymond Peters ("Landlord") and Roger Neice ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as Part of Basement of old capex Hardware (450 Franklin Street) and legally described as follows (the "Building"): Approx 1200 Sq Feet First 2 Levels of Basement

Landlord makes available for lease a portion of the Building designated as Approx 1200 Sq Feet Basement First 2 Levels entering from overhead door (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning July 15 2010 and ending Oct 31 2010. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of N/A. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety ~~90~~ 30 days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of \$1,225.00 3 1/2 mths per year, payable in installments of 150.00 15 Days per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 500 Smithview Dr. Slade Hill, Va 24092 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of 0.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be Must be Agreed on By Land Lord & Tenant per year payable in installments of _____ per month.

3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance

- A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.
- B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.
- C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees. Separated structured parking, if any, located about the Building is reserved for tenants of the Building who rent such parking spaces. Tenant hereby leases from Landlord N/A spaces in such structural parking area, such spaces to be on a first come-first served basis. In consideration of the leasing to Tenant of such spaces, Tenant shall pay a monthly rental of N/A per space throughout the term of the Lease. Such rental shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals.

13. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

14. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from

strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

15. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. Security Deposit.

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with

Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

20. **Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Raymond Peters
Landlord

500 Smithview Dr. Slade Hill Va 24092
Landlord's Address

If to Tenant to:

Ray Neice
Tenant

P.O. Box 30 Redwood Va 24146
Tenant's Address

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. **Brokers.**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

22. **Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. **Memorandum of Lease.**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. **Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

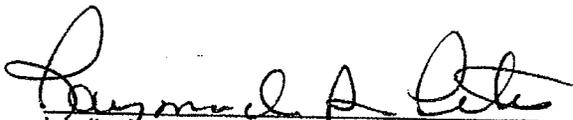
29. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

30. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.



Landlord



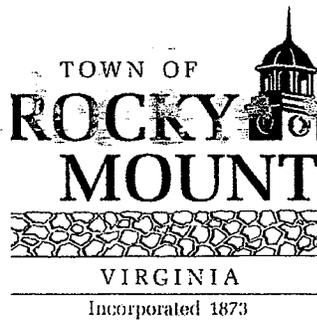
Tenant

*Tenant will keep all grass cut & trimmings needed
and any trash cleaned up on property*

345 Donald Ave.
Rocky Mount, Virginia 24151

540.483.0907
FAX 540.483.8830

E-mail: mhankins@rockymountva.org
www.rockymountva.org



TOWN COUNCIL
Steven C. Angle, *Mayor*
Gregory B. Walker, *Vice Mayor*

Bobby M. Cundiff P. Ann Love
Jerry W. Greer, Sr. Bobby L. Moyer
Robert W. Strickler

Matthew C. Hankins
Assistant Town Manager
Community Development Director

**TOWN OF ROCKY MOUNT
SUPPLEMENTAL APPROPRIATION RESOLUTION
FOR THE FISCAL YEAR ENDING JUNE 30, 2012
MUSIC VENUE DEVELOPMENT**

WHEREAS, the Town Council of Rocky Mount approved a budget for the fiscal year beginning July 1, 2011 through June 30, 2012, hereafter known as FY 2012; and

WHEREAS, the Town Council has authorized the purchase of the former Lynch Hardware Building from Raymond and Jeannette Peters in the amount of \$246,750 as determined through a public auction cost of \$235,000 with a five percent buyers premium for a total purchase price of \$246,750; and

WHEREAS, the Town Council has previously appropriated and designated \$100,000 for music venue development, and the Town Council is obligated in this purchase in the additional amount of \$146,750 from the General Fund, for a total of \$246,750;

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of Rocky Mount does hereby appropriate for the balance of the project the following supplemental expenditures and supplemental revenues for FY 2012:

Account 04.8123.0000.0000.7001 (Property Purchase)	\$246,750
Account 04.4100.9999 (Appropriated Fund Balance)	\$246,750

GIVEN UNDER MY HAND, THIS 12TH DAY OF DECEMBER 2011:

Steven C. Angle, Mayor

ATTEST:

Patricia H. Keatts, Town Clerk

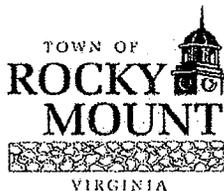
**ROCKY MOUNT REQUEST FOR PROPOSALS
ARCHITECTURAL & DESIGN SERVICES**

The Town of Rocky Mount has recently purchased the historic former Lynch Hardware Building to turn it into a premier music venue as an economic development driver for the Central Business District.

The Town seeks an exceptionally qualified architectural design firm to assess the building, design interior and exterior improvements, and prepare the bid documents for construction bidding. Grant funds are not being used in the project.

The firm should have extensive knowledge in the use of historic tax credits for such renovations, particularly involving instances where a municipal government is the building owner benefiting from the sale of the tax credits. The Town prefers responses from vendors who have: experience in the development of music venues, concert halls or similar venues; experience in design of sound, stage and lighting facilities; experience in soliciting input from musicians in development of music facilities; experience in converting, restoring and retrofitting historic structures, industrial structures and structures within high-density commercial districts; ability and capacity to complete design by April 30, 2012; references and documentation to demonstrate high competency in the development of outstanding public and private music halls. Responses will be scored on those criteria, with an expectation that a contract will be released February 13, 2012.

Equal opportunity employer. Interested parties should send five bound, printed color copies of proposals to:



Matthew C. Hankins
Community Dev. Director
345 Donald Avenue
Rocky Mount, VA 24151

**AD SPECS AND
PUBLICATION DATES**

Publication Dates:
Per e-mail from
Stacey Sink

2x5.75"
(TOTAL:11.5
column inches)

ITEM(S) TO BE CONSIDERED UNDER:

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

FOR COUNCIL MEETING DATED:	December 12, 2011
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STAFF MAKING REQUEST:	C. James Ervin Town Manager
BRIEF SUMMARY OF REQUEST:	<p>The Public Utilities Committee met on November 28, 2011 to review two items:</p> <ol style="list-style-type: none"> 1. Mr. Burton presented a request to Council at the November meeting to partner with Virginia Western Community College by providing an internship opportunity for a student in their Water and Waste Water Technology program. Council asked the committee to review this request and make a recommendation. The Committee recommended that the Town offer an internship position to Western Virginia Community College, paid at a rate not to exceed \$10.00/hour (to be determined by Mr. Burton), and that the expenses be taken from Mr. Burton's existing budget. The Committee recommended that this approval be for calendar year 2012 and that it require approval by Council to be offered in additional years. 2. The Committee met for the third time to review proposed changes to Town Code relative to Fire Suppression systems. The Committee recommended that Council approve the following draft changes to Town code or programs: <ol style="list-style-type: none"> a. Changes to Chapter 58 of Town Code: The changes submitted establish an annual inspection of fire suppression systems (currently required at the state level) and a statement to be made by the inspector that such systems are in compliance with state and local cross connection ordinances and that they are not interconnected with potable water systems. There are additional language changes submitted as well that are grammatical or reference related. b. An addition to chapter 58 of Town Code that authorizes the Town to set a monthly fire suppression fee. c. Updates to the Town's Cross Connection Control program designed to keep the program in line with the changes proposed above.
ACTION NEEDED:	Approval/denial of requests,

Attachment(s): Yes

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

**PROPOSED CHANGES TO
CHAPTER 58
UTILITIES
CROSS CONNECTION CONTROL**

IN THE COUNCIL OF THE TOWN OF ROCKY MOUNT

AN ORDINANCE of the Town of Rocky Mount amending Chapter 58, Article XIV, of the Code of the Town of Rocky Mount, Virginia (2002), and providing for establishment and enforcement of a program of cross connection control and backflow prevention.

BE IT ORDAINED by the council of the Town of Rocky Mount that Chapter 58, Article XIV, of the Code of the Town of Rocky Mount, Virginia (2002), is amended and reenacted to provide as follows:

The attached Article XIV entitled "Cross Connection Control" Sec. 58-324, et seq., is added and made a part of Chapter 58 of the Code of the Town of Rocky Mount (2002), as amended.

This ordinance shall be in full force and effect immediately.

Adopted this ___ day of _____, 2011.

Presiding:

Ayes:

Nays:

APPROVED:

Mayor

ATTEST:

Clerk

Approved as to form:

Town Attorney

Chapter 58

Utilities

Article XIV. Cross Connection Control

Sec. 58-324. Purpose of the Ordinance.

The purpose of this ordinance is to abate or control actual or potential cross connections and protect the public health. This ordinance provides for establishment and enforcement of a program of cross connection control and backflow prevention according to the Virginia Board of Health, *Waterworks Regulations* (1995), as amended. **THIS ORDINANCE IS DIRECTED AT SERVICE LINE PROTECTION AND CONTAINMENT.**

Sec. 58-325. Authority for Ordinance.

Commonwealth of Virginia, Department of Health
Waterworks Regulations, Part II, Article 3:
Cross Connection Control and Backflow Prevention in Waterworks
Uniform Statewide Building Code, Vol. 1

Sec. 58-326. Administration of the Ordinance.

(a) The Town Manager will administer and enforce the provisions of this ordinance under the direction of the **Town Council**.

(b) It will be the duty of the Town Manager to cause assessment to be made of properties served by the waterworks where cross connection with the waterworks is deemed possible. The method of determining potential cross connection with the waterworks and the administrative procedures will be established by the Town Manager in a Cross Connection Control Program (Program) approved by the Commonwealth of Virginia, Department of Health, Office of Drinking Water .

(c) The responsibility to carry out the Program lies jointly with the Water Treatment Plant Superintendent and the Director of Public Works, referred to hereafter as "Town".

Sec. 58-327. Enforcement of the Ordinance.

(a) For purposes of this ordinance, the Town designates the Water Treatment Plant Superintendent as the Cross Connection Officer. The Cross Connection Officer will furnish the Town Manager a report January 1st of each year, outlining the monitoring and enforcement actions taken during the prior calendar year under this ordinance and the associated program.

(b) Upon request, the owner or occupants of property served will furnish to the Town pertinent information regarding the consumer's water supply system or systems on such property for the purpose of assessing the consumer's water supply system for cross connection hazards and determining the degree of hazard, if any. The refusal of such information, when requested, will be deemed evidence of the presence of a high degree of hazard cross connection.

(c) Notice of Violation: Any consumer's water supply system owner found to be in violation of any provision of this ordinance will be served a written notice of violation sent certified mail to the consumer's water supply system owner's last known address, stating the nature of the violation, corrective action required and providing a reasonable time limit, not to exceed 30 days, from the date of receipt of the notice of violation, to bring the consumer's water supply system into compliance with this ordinance or have water service terminated.

(d) Penalties: Any owner of properties served by a connection to the waterworks found guilty of violating any of the provisions of this ordinance, or any written order of the Mayor in pursuance thereof, will be deemed guilty of a misdemeanor and upon conviction thereof will be punished by a fine of not less than **\$50.00** or more than **\$200.00** for each violation. Each day upon which a violation of the provisions of this act will occur will be deemed a separate and additional violation for the purposes of this ordinance.

Sec. 58-328. Responsibilities of the Town of Rocky Mount, Town Manager, Director of Public Works, and Water Treatment Plant Superintendent.

Effective cross connection control and backflow prevention requires the cooperation of the Town of Rocky Mount, Town Manager, Director of Public Works, Water Treatment Plant Superintendent, the owner(s) of the property served, the Local Building Official and the backflow prevention device tester.

(a) The Program will be carried out according to the Commonwealth of Virginia, State Board of Health, *Waterworks Regulations* and will as a minimum provide containment of potential contaminants at the consumer's service connection.

(b) The Town of Rocky Mount has full responsibility for water quality and for the construction, maintenance and operation of the waterworks beginning at the water source and ending at the service connection.

(c) The owner of the property served and the Town Manager have shared responsibility for water quality and for the construction, maintenance, and operation of the consumer's water supply system from the service connection to the free flowing outlet.

(d) The Town will, to the extent of their jurisdiction, provide continuing identification and evaluation of all cross connection hazards. This will include an assessment of each consumer's water supply system and fire suppression system for cross connections to be followed by the requirement, if necessary, of installation of a backflow prevention device or separation.

(e) In the event of the backflow of pollution or contamination into the waterworks, the Town will promptly take or cause corrective action to confine and eliminate the pollution or contamination. The Town will report to the appropriate Commonwealth of Virginia, Department of Health, Office of Drinking Water Field Office in the most expeditious manner (usually by telephone) when backflow occurs and will submit a written report by the 10th day of the month following the month during which backflow occurred addressing the incident, its causes, effects, and preventative or control measures required or taken.

(f) The Town will take positive action to ensure that the waterworks is adequately protected from cross connections and backflow at all times. If a cross connection exists or backflow occurs into a consumer's water supply system or into the waterworks or if the consumer's water supply system causes the pressure in the waterworks to be lowered below 10 psi gauge, the Town may discontinue the water service to the consumer and water service will not be restored until the deficiencies have been corrected or eliminated to the satisfaction of the Town.

(g) In order to protect the occupants of a premises, the Town should inform the consumer's water supply system owner(s) of any cross connection beyond the service connection that should be abated or controlled by application of an appropriate backflow prevention device or separation. Appropriate backflow prevention device or separation should be applied at each point-of-use and/or applied to the consumer's water supply system, isolating an area which may be a health or pollutional hazard to the consumer's water supply system or to the waterworks.

(h) Records of backflow prevention devices, separations, and consumer's water supply systems, including inspection records, records of backflow incidents, and records of device tests will be maintained by the Town for ten years.

Sec. 58-329. Responsibilities of the Consumer's Water Supply System Owner.

(a) The consumer's water supply system owner(s), at their own expense, will install, operate, test, and maintain required backflow prevention devices or backflow prevention by separations.

(b) The consumer's water supply system owner(s) will provide copies of test results, maintenance records and overhaul records to the Town within 30 days of completion of testing or work. Such testing or work will have been performed by device testers which have obtained a certificate of completion of a course recognized by the American Water Works Association, the Virginia Department of Health or the Virginia Cross Connection Control Association for cross connection control and backflow prevention inspection, maintenance and testing or otherwise be certified by a Commonwealth of Virginia tradesman certification program.

(c) The consumer's water supply system owner(s), at their own expense, will provide reports of a comprehensive inspections of fire suppression systems to certify that there are no inappropriate water uses or interconnections between the fire system and the potable water system. The specific back flow device required for a fire suppression system is solely based on the understanding that the system is to be used for fire protection only, and does not take into account unauthorized uses that may present a higher degree of hazard. Such inspections shall be performed by professionals certified by the Commonwealth of Virginia to inspect and service fire suppression systems. The certified inspector must provide a signed written statement that asserts there are no interconnections between the fire suppression system and the potable water systems down stream of the service connection and that there was no evidence of water usage from the fire suppression system inconsistent with the its normal operation and maintenance. This check must be performed annually and may coincide with routine scheduled service of the fire suppression system. Use of unmetered water from the fire suppression system for anything other than fire suppression or routine maintenance of the fire suppression system is strictly prohibited.

(d) All new fire protection system service connections must be provided with a double detector check assembly or a reduced pressure principal detector assembly, depending on the degree of hazard. If an existing approved back-flow preventer associated with a fire protection system is no longer serviceable, it must be replaced with the appropriate detector type back-flow preventer.

(ee) —————All new residential service connections will be fitted with a residential dual check (ASSE #1024).

(df) When meters are replaced or serviced, residential service connections will be fitted with a residential dual check (ASSE #1024) if not already installed.

Sec. 58-330. Preventative and Control Measures for Containment.

(a) Service Line Protection: Backflow prevention device or separation will be installed at the service connection to a consumer's water supply system where, in the judgment of the Town a health or pollution hazard to the consumer's water supply system or to the waterworks exists or may exist unless such hazards are abated or controlled to the satisfaction of the Town Manager.

(b) Special Conditions

(1) When, as a matter of practicality, the backflow prevention device or separation cannot be installed at the service connection, the device or separation may be located downstream of the service connection but prior to any unprotected takeoffs.

(2) Where all actual or potential cross connections can be easily correctable at each point-of-use and where the consumer's water supply system is not intricate or complex, point-of-use isolation protection by application of an appropriate backflow prevention device or backflow prevention by separation may be used at each point-of-use in lieu of installing a containment device at the service connection.

(c) A backflow prevention device or backflow prevention by separation will be installed at each service connection to a consumer's water supply system serving premises where the following conditions exist:

~~(1) Premises on which any substance is handled in such a manner as to create an actual or potential hazard to a waterworks (this will include premises having auxiliary water systems or having sources or systems containing process fluids or waters originating from a waterworks which are no longer under the control of the waterworks owner)~~

~~(2)(1) _____ or waters originating from a waterworks which are no longer under the control of the waterworks owner).~~

(2) Premises having internal cross connections that, in the judgment of the Town may not be easily correctable or intricate plumbing arrangements which make it impracticable to determine whether or not cross connections exist.

(3) Premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make an evaluation of all cross connection hazards.

- (4) Premises having a repeated history of cross connections being established or reestablished.
- (5) Other premises specified by the Town where cause can be shown that a potential cross connection hazard not enumerated above exists.

(d) Premises with fire suppression systems shall be equipped with an appropriate detector type back-flow preventer. Service connections for fire suppression with appropriate back-flow devices existing prior to the ordinance must install the detector type back-flow preventer when the existing device is no longer serviceable or if the existing device is determined to be inadequate for the level of hazard.

(e) Premises having booster pumps or fire pumps connected to the waterworks will have the pumps equipped with a pressure sensing device to shut off or regulate the flow from the booster pump when the pressure in the waterworks drops to a minimum of 10 psi gauge at the service connection.

(ef) An approved backflow prevention device or backflow prevention by separation will be installed at each service connection to a consumer's water supply system or installed under Special Conditions, Section ~~V158-330~~.B. serving, but not necessarily limited to, the following types of facilities:

- (1) Hospitals, mortuaries, clinics, veterinary establishments, nursing homes, dental offices and medical buildings;
- (2) Laboratories;
- (3) Piers, docks, waterfront facilities;
- (4) Sewage treatment plants, sewage pumping stations, or storm water pumping stations;
- (5) Food and beverage processing plants;
- (6) Chemical plants, dyeing plants and pharmaceutical plants;
- (7) Metal plating industries;
- (8) Petroleum or natural gas processing or storage plants;
- (9) Radioactive materials processing plants or nuclear reactors;
- (10) Car washes and laundries;
- (11) Lawn sprinkler systems, irrigation systems;
- (12) Fire service systems;
- (13) _____ Slaughter houses and poultry processing plants;
- (14) _____ Farms where the water is used for other than household purposes;
- (15) _____ Commercial greenhouses and nurseries;
- (16) _____ Health clubs with swimming pools, therapeutic baths, hot tubs or saunas;
- (17) _____ -Paper and paper products plants and printing plants;
- (18) Pesticide or exterminating companies and their vehicles with storage or mixing tanks;
- (19) _____ Schools or colleges with laboratory facilities;

(20) ___ Highrise buildings (4 or more stories);

(21) _____ Multiuse commercial, office, or warehouse facilities;

(22) _____ Others specified by the Town Manager when reasonable cause can be shown for a potential backflow or _____ cross connection hazard.

(fg) Where lawn sprinkler systems, irrigation systems or fire service systems are connected directly to the waterworks with a separate service connection, an approved backflow prevention device or backflow prevention by separation will be installed at the service connection or installed under Special Conditions, Section V#58-330.B.1.

(h) 1. All industrial and commercial facilities not identified as a "health hazard" shall be considered non-health hazard facilities. All non-hazard facilities must install as a minimum containment assembly, a double check valve assembly within 90 days once notified in writing by the Town.

Sec. 3858-331. Type of Protection Required.

The type of protection required will depend on the degree of hazard which exists or may exist.

The degree of hazard, either high, moderate, or low, is based on the nature of the contaminant; the potential health hazard; the probability of the backflow occurrence; the method of backflow either by backpressure or by backsiphonage; and the potential effect on waterworks structures, equipment, and appurtenances used in the storage, collection, purification, treatment, and distribution of pure water.

Table 1 will be used as a guide to determine the degree of hazard for any situation.

(a) An air gap or physical disconnection gives the highest degree of protection and will be used whenever practical to do so in high hazard situations subject to backpressure.

(b) An air gap, physical disconnection and a reduced pressure principle backflow prevention device will protect against backpressure when operating properly.

(c) Pressure vacuum breakers will not protect against backpressure, but will protect against backsiphonage when operating properly. Pressure vacuum breakers may be used in low, moderate or high hazard situations subject to backsiphonage only.

(d) A double gate - double check valve assembly will not be used in high hazard situations.

(e) Barometric loops are not acceptable.

(f) Interchangeable connections or change-over devices are not acceptable.

Sec. 3858-332. Backflow Prevention Devices and Backflow Prevention by Separation for Containment.

(a) Backflow prevention devices for containment include the reduced pressure principle backflow prevention assembly, the double gate - double check valve assembly, and the pressure vacuum breaker assembly.

(b) Backflow prevention by separation will be an air gap or physical disconnection. The minimum air gap will be twice the effective opening of a potable water outlet unless the outlet is a distance less than three times the effective opening away from a wall or similar vertical surface, in which case the minimum air gap will be three times the effective opening of the outlet. In no case will the minimum air gap be less than one inch.

(c) Backflow prevention devices will be of the approved type and will comply with the most recent American Water Works Association Standards and will be approved for containment by the University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research.

(d) Backflow prevention devices will be installed in a manner approved by the Town Manager and according to the University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research recommendations and

the manufacturer's installation instructions. Vertical or horizontal positioning will be as approved by the University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research.

(e) Existing backflow prevention devices approved by the Town Manager prior to the effective date of this ordinance will, except for inspection, testing, and maintenance requirements, be excluded from the requirements of Section ~~458-333~~ C. and D. if the Town Manager is assured that the devices will protect the waterworks.

(f) For the purpose of application to Special Conditions, Section ~~458-330~~ .B.2., point-of-use isolation devices or separations will be as specified by the Town Manager where reasonable assurance can be shown that the device or separation will protect the waterworks. As a minimum, point-of-use devices should bear an appropriate American Society of Sanitary Engineering Standard Number. See the Cross Connection Control Program, Appendix A, for Isolation Device Application.

(g) Backflow prevention devices with openings, outlets, or vents that are designed to operate or open during backflow prevention will not be installed in pits or areas subject to flooding.

Sec. ~~3858-333~~. Maintenance and Inspection Requirements.

(a) It will be the responsibility of the consumer's water supply system owner(s) to maintain all backflow prevention devices or separations installed according to Section ~~458-330~~ in good working order and to make no piping or other arrangements for the purpose of bypassing or defeating backflow prevention devices or separations. This applies to potable and fire suppression water systems.

(b) Operational testing and inspection schedules will be established by the Town as outlined in the Cross Connection Control Program for all backflow prevention devices and separations which are installed at the service connection or installed under Special Conditions, Section ~~458-330~~. The interval between testing and inspection of each device will be established according to the age and condition of the device and the device manufacturer's recommendations.

(c) Backflow prevention device overhaul procedures and replacement parts will be according to the manufacturer's recommendations.

(d) Backflow prevention device testing procedures will be according to the University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research, Backflow Prevention Assembly Field Test Procedure and the manufacturer's instructions.

(e) All records relating to testing, inspections and implementation will be maintained by the Water Treatment Plant Superintendent.

Sec. ~~3858-334~~. Definitions.

Air Gap — means the unobstructed vertical distance through the free atmosphere between the lowest point of the potable water outlet and the rim of the receiving vessel.

Auxiliary Water System — means any water system on or available to the premises other than the waterworks. These auxiliary waters may include water from a source such as wells, lakes, or streams; or process fluids; or used water. They may be polluted or contaminated or objectionable, or constitute an unapproved water source or system over which the water purveyor does not have control.

Backflow — means the flow of water or other liquids, mixtures, or substances into a waterworks from any source or sources other than its intended source.

Backflow Prevention by Separation ("Separation") — means preventing backflow by either an air gap or by physical disconnection of a waterworks by the removal or absence of pipes, fittings, or fixtures that connect a waterworks directly or indirectly to a non-potable system or one of questionable quality.

Backflow Prevention Device ("Device") — means any approved device intended to prevent backflow into a waterworks.

Backpressure Backflow — means backflow caused by pressure in the downstream piping which is superior to the supply pressure at the point of consideration.

Backsiphonage Backflow — means backflow caused by a reduction in pressure which causes a partial vacuum creating a siphon effect.

Consumer — means person who drinks water from a waterworks.

Consumer's Water Supply System ("Consumer's System") — means the water service pipe, water distributing pipes, and necessary connecting pipes, fittings, control valves, and all appurtenances in or adjacent to the building or premises.

Containment — means the prevention of backflow into a waterworks from a consumer's water supply system by a backflow prevention device or by backflow prevention by separation at the service connection.

Contaminant — means any objectionable or hazardous physical, chemical, biological, or radiological substance or matter in water.

Cross Connection — means any connection or structural arrangement, direct or indirect, to the waterworks whereby backflow can occur.

Degree of Hazard — means either a high, moderate or low hazard based on the nature of the contaminant; the potential health hazard; the probability of the backflow occurrence; the method of backflow either by backpressure or by backsiphonage; and the potential effect on waterworks structures, equipment, and appurtenances used in the storage, collection, purification, treatment, and distribution of pure water.

Distribution Main — means a water main whose primary purpose is to provide treated water to service connections.

Division — means the Commonwealth of Virginia, Virginia Department of Health, Office of Drinking Water , Office of Drinking Water .

Domestic Use or Usage — means normal family or household use, including drinking, laundering, bathing, cooking, heating, cleaning and flushing toilets (see Appendix A for Title 32.1, Article 2, *Code of Virginia*, 1950, as amended).

Double Gate-Double Check Valve Assembly — means an approved assembly designed to prevent backsiphonage or backpressure backflow and used for moderate or low hazard situations, composed of two independently operating, spring-loaded check valves, tightly closing shutoff valves located at each end of the assembly and fitted with properly located test cocks.

Entry Point — means the place where water from the source is delivered to the distribution system.

Health Hazard — means any condition, device, or practice in a waterworks or its operation that creates, or may create, a danger to the health and well being of the water consumer.

Isolation — means the prevention of backflow into a waterworks from a consumer's water supply system by a backflow prevention device or by backflow prevention by separation at the sources of potential contamination in the consumer's water supply system. This is also called point-of-use isolation. Isolation of an area or zone within a consumer's water supply system confines the potential source of contamination to a specific area or zone. This is called area or zone isolation.

Maximum Contaminant Level — means the maximum permissible level of a contaminant in water which is delivered to the free flowing outlet of the ultimate user of a waterworks, except in the cases of turbidity and VOCs, where the maximum permissible level is measured at each entry point to the distribution system. Contaminants added to the water under circumstances controlled by the user, except those resulting from corrosion of piping and plumbing caused by water quality, are excluded from this definition. Maximum contaminant levels may be either "primary" (PMCL) meaning based on health considerations or "secondary" (SMCL) meaning based on aesthetic considerations.

Plumbing Fixture — means a receptacle or device which is either permanently or temporarily connected to the water distribution system of the premises, and demands a supply of water therefrom; or discharges used water, waste materials, or

sewage either directly or indirectly to the drainage system of the premises; or requires both a water supply connection and a discharge to the drainage system of the premises.

Pollution — means the presence of any foreign substance (chemical, physical, radiological, or biological) in water that tends to degrade its quality so as to constitute an unnecessary risk or impair the usefulness of the water.

Pollution Hazard — means a condition through which an aesthetically objectionable or degrading material may enter the waterworks or a consumer's water system.

Premises — means a piece of real estate; house or building and its land.

Pressure Vacuum Breaker — means an approved assembly designed to prevent backsiphonage backflow and used for high, moderate, or low hazard situations, composed of one or two independently operating, spring-loaded check valves; an independently operating, spring-loaded air-inlet valve; tightly closing shutoff valves located at each end of the assembly; and fitted with properly located test cocks.

Process Fluids — means any kind of fluid or solution which may be chemically, biologically, or otherwise contaminated or polluted which would constitute a health, pollutional, or system hazard if introduced into the waterworks. This includes, but is not limited to:

- (1) Polluted or contaminated water,
- (2) Process waters,
- (3) Used water, originating from the waterworks, which may have deteriorated in sanitary quality,
- (4) Cooling waters,
- (5) Contaminated natural waters taken from wells, lakes, streams, or irrigation systems,
- (6) Chemicals in solution or suspension, and
- (7) Oils, gases, acids, alkalis, and other liquid and gaseous fluid used in industrial or other processes, or for fire fighting purposes.

Pure Water or Potable Water — means water fit for human consumption and domestic use which is sanitary and normally free of minerals, organic substances, and toxic agents in excess of reasonable amounts for domestic usage in the area served and normally adequate in quantity and quality for the minimum health requirements of the persons served.

Reduced Pressure Principle Backflow Prevention Device (RPZ device) — means an approved assembly designed to prevent backsiphonage or backpressure backflow used for high, moderate, or low hazard situations, composed of a minimum of two independently operating, spring-loaded check valves together with an independent, hydraulically operating pressure differential relief valve located between the two check valves. During normal flow and at the cessation of normal flow, the pressure between these two checks will be less than the supply pressure. The unit must include tightly closing shutoff valves located at each end of the assembly and be fitted with properly located test cocks.

Service Connection — means the point of delivery of water to a customer's building service line as follows:

- (1) If a meter is installed, the service connection is the downstream side of the meter;
- (2) If a meter is not installed, the service connection is the point of connection to the waterworks;
- (3) When the water purveyor is also the building owner, the service connection is the entry point to the building.

System Hazard — means a condition posing a threat of or actually causing damage to the physical properties of the waterworks or a consumer's water supply system.

Used Water — means water supplied from the waterworks to a consumer's water supply system after it has passed through the service connection.

Water Supply — means the water that will have been taken into a waterworks from all wells, streams, springs, lakes, and other bodies of surface water (natural or impounded), and the tributaries thereto, and all impounded groundwater, but the term "water supply" will not include any waters above the point of intake of such waterworks.

Waterworks — means a system that serves piped water for drinking or domestic use to (1) the public, (2) at least 15 connections, or (3) an average of 25 individuals for at least 60 days out of the year. The term "waterworks" will include all structures, equipment, and appurtenances used in the storage, collection, purification, treatment, and distribution of pure water except the piping and fixtures inside the building where such water is delivered (see Title 32.1, Article 2, *Code of Virginia*, 1950, as amended).

Waterworks Owner — means an individual, group of individuals, partnership, firm, association, institution, corporation, government entity, or the Federal Government which supplies or proposes to supply water to any person within this State from or by means of any waterworks (see Title 32.1, Article 2, *Code of Virginia*, 1950, as amended).

TABLE 1

DETERMINATION OF DEGREE OF HAZARD

Premises with the following conditions shall be rated at the corresponding degree of hazard.

High Hazard	The contaminant is toxic, poisonous, noxious or unhealthy
	In the event of backflow of the contaminant, a health hazard would exist
	A high probability exists of a backflow occurrence either by backpressure or by backsiphonage
	The contaminant would disrupt the service of piped water for drinking or domestic use
	Examples — Sewage, used water, non potable water, auxiliary water systems and toxic or hazardous chemicals

Moderate Hazard	The contaminant would only degrade the quality of the water aesthetically or impair the usefulness of the water
	In the event of backflow of the contaminant, a health hazard would not exist
	A moderate probability exists of a backflow occurrence either by backpressure or by backsiphonage
	The contaminant would not seriously disrupt service of piped water for drinking or domestic use
	Examples — Food stuff, nontoxic chemicals and non-hazardous chemicals

Low Hazard	The contaminant would only degrade the quality of the water aesthetically
	In the event of backflow of the contaminant, a health hazard would not exist
	A low probability exists of the occurrence of backflow
	Backflow would only occur by backsiphonage
	The contaminant would not disrupt service of piped water
	Examples — Food stuff, nontoxic chemicals and non-hazardous chemicals

**PROPOSED
NEW CODE SECTION
FOR
FIRE SUPPRESSION**

Proposed New Code Section:

58 – 6 (a)(4) – A monthly fee, to be set and adjusted by the Rocky Mount Town Council, will be charged in-lieu-of actual metered usage for all direct waterworks connections that are for the express purpose of providing water for fire protection. The monthly fee will cover all approved water use associated with the fire suppression systems including water required for routine maintenance, flushing and testing.

- (I.) To qualify for the flat fee, a summary report must be submitted to the Town by the customer that provides the actual or estimated gallons used as the result of activities listed in 58-6(a)(4) so that the Town may account for unmetered water. The summary report, which must include a list of activities conducted and the actual or estimated gallons used must be submitted within 10 days of the end of the preceding month.
- (II.) Failure to provide the required monthly water usage report may result in the installation, at the customers expense, of metering equipment designed to record high and low flow water usage through the fire system service connection. Additional back-flow protection may also be required at the owners expense if the fire service connection is being used in ways not compatible with the existing back-flow device. If appropriate metering and back-flow equipment are currently in service and in proper operating condition, no additional equipment will be required.
- (III.) Customers who no longer qualify for the flat fee will be billed monthly based on actual usage at the established rate for potable water use as described in Sec. 58-6.

**PROPOSED
CHANGES TO
CROSS CONNECTION CHANGES**

TOWN OF ROCKY MOUNT CROSS CONNECTION CONTROL

I. By Ordinance No. N/A

Adopted February 9, 2009

Title of Ordinance: An Ordinance of the Town of Rocky Mount Amending Chapter 58 of the Code of the Town of Rocky Mount, Virginia (2002), and Providing for the Establishment and Enforcement of a Program of Cross Connection Control and Backflow Prevention in the Waterworks System According to the Virginia Board of Health, Waterworks Regulations (1995), as Amended.

II. Administration

The Town Manager shall administer and enforce this program under the supervision of the Mayor.

III. Purpose

- A. Preventing backflow of pollution or contamination into the waterworks from a consumer's water supply system by installing an appropriate backflow prevention device or by backflow prevention by separation at the service connection. Containment has the highest priority.
- B. Preventing backflow of pollution or contamination into the consumer's water supply system by informing the owner of the shared responsibility for water quality and providing assistance where requested in determining the degree of hazard and recommending appropriate backflow prevention devices or separations at each point-of-use beyond the service connection which may be a health or pollution hazard. Informing owners of the need for isolation beyond the service connection will be a continuing effort.
- C. Preventing backflow of pollution or contamination into the waterworks and into the consumer's water supply system, where it is not intricate or complex, by application of point-of-use isolation in lieu of containment. The alternative of isolation in lieu of containment will be evaluated at each premises where containment is required.

IV. Procedures

A. General

- 1. Each consumer's water supply system will be accessed at least annually for cross connection hazards. Assessment may be performed by voluntary inspections, interviews or questionnaires. Interviews may be conducted on site or by phone.
- 2. The Town Manager will arrange to have trained personnel conduct an on site interview with the owner or owner's representative of each consumer's water supply system identified in Section ~~VH~~58-330 C. through ~~FH~~ , of the Ordinance.
- 3. The Town Manager will route all new plans for service connections to serve fire service connections and lawn sprinkler or irrigation systems and will route backflow prevention recommendations beyond the service connection through the Franklin County Official.
- 4. The Franklin County Building Official will coordinate cross connection control requirements at new premises, premises where usage has changed, premises where booster or fire pumps are used, and all others where plumbing modifications occur, with the Town Manager.
- 5. The Director of Public Works and the Water Treatment Plant Superintendent will review and track the cross connection control operational verification reports and notify the consumer's water supply system owner in writing as to any testing, inspecting, and overhauling requirements.

6. Enforcement action recommendations will be submitted by the Town Manager to the Mayor for approval.

B. Assessment By Interviews

1. Interviews will follow a prepared questionnaire used to assess the need for cross connection control by containment.

2. The Cross Connection Officer will conduct a cross connection control and backflow prevention on site interview with each consumer's water supply system owner or representative identified in Section ~~VH58-330~~ C. through ~~FH~~ of the Ordinance. During these interviews, each installed device or separation will be inspected for appropriateness, proper installation and general appearance. Point-of-use isolation protection will be discussed with the owner. A report will be filed with the Town Manager with violations noted and/or recommendations for repair, replacement of existing devices or separations and/or installation of additional devices.

3. Available information about the premises to be surveyed will be gathered prior to the interview.

4. The reasons for cross connection control and backflow prevention will be explained to the consumer's water supply system owner or representative.

5. Water uses after it enters the premises will be questioned.

6. Plans for future expansion and possible additional protection requirements will be discussed.

7. An inspection of the premises will be requested to determine if point-of-use isolation should be installed for the protection of the consumer's water supply system users or considered for substitution for containment.

8. All information will be recorded on the prepared questionnaire. This will include water uses, assessment of degrees of hazard and diagrams.

9. The results of the interview with recommendations for containment devices, separations and point-of-use isolation will be submitted to the Town Manager for approval. Recommendations for isolation devices or separation in lieu of containment will also be submitted to the Franklin County Building Official through the Town for approval.

10. For those facilities where phone interviews will be conducted by the Cross Connection Officer, they will be conducted at least annually. A cross connection control questionnaire will be completed to reaffirm the degree of hazard and to assess the facility for new hazards. During these interviews, each installed device or separation will be evaluated for appropriateness, proper installation and general appearance. Point-of-use isolation protection will be discussed with the owner. A report will be filed with the Town Manager with violations noted and/or recommendations for repair, replacement of existing devices or separations and/or installation of additional devices.

C. Assessment By Questionnaires

1. Annual questionnaires will be sent to each consumer's water supply system owner except those premises where on site or phone interviews are being conducted.

2. The results of the annual questionnaires will be reviewed by the Cross Connection Officer. Based on the response to the questionnaires, cross connection control interviews will be scheduled and appropriate devices or separations required to provide containment and/or point-of-use isolation where appropriate. No response to the questionnaire will prompt an on site interview. Refusal of access for

inspection or provision of pertinent information shall prompt the requirement to install a high hazard containment device.

3. Questionnaires can be repeated annually at the discretion of the Cross Connection Officer after an initial interview at premises, including those identified in Section ~~VH~~58-330 C. through ~~FH~~ of the Ordinance, where devices or separations are installed and the results of the initial interview are not expected to change. These premises would be where the plumbing is not intricate or complex and not expected to be modified and no unexpected change in use of the premises would occur without the Director of Public Works being notified.

D. Consumer Notification

1. The Cross Connection Officer will notify the consumer's water supply system owner in writing as to the required location of any device or separation; type of device or separation, including applicable University of Southern California Foundation for Cross-Connection Control and Hydraulic Research (USC), American Society of Sanitary Engineering (ASSE), and American Water Works Association (AWWA) approvals or standards; installation requirements; and the deadline for completing the installation - usually ~~30~~30 days.

2. If the consumer's water supply system owner fails to install any required device or separation within the deadline or fails to complete testing, inspecting or overhauling as required, a Notice of Violation shall be prepared in accordance with ~~VH~~58-327 C-B. of the Ordinance and shall include a notification of termination of water service unless compliance is obtained within 30 days.

E. New Premises

1. All building permit applications shall be reviewed and approved by the County Building Inspector with the concurrence of the Cross Connection Official for cross connection control requirements prior to issuance of a building permit.

2. Required devices or separations shall be operational prior to issuance of a certificate to occupy. The initial testing of devices or verification of separations will be performed by the Cross Connection Officer.

3. A follow up inspection of all premises except residential will be performed by the Cross Connection Officer within 30 days of occupancy.

F. Existing Premises

1. All owners or representatives of existing premises identified in ~~VH~~58-330 C. through ~~FH~~ of the Ordinance will be interviewed and owners notified in writing of any backflow prevention requirements.

2. All remaining owners will initially be interviewed or mailed questionnaires.

G. Premises With Residential Containment Devices

1. Residential containment devices, such as those devices consisting of dual, independent check valves (ASSE # 1024), shall be tested every 5 years and shall be overhauled or replaced on a schedule with the meter replacement program or as required by the manufacturer.

2. Annual assessment by questionnaires shall be conducted and results reviewed as noted above.

H. Premises With Individual Water Supplies

1. Premises requesting a new service connection or reconnection to the waterworks must be assessed by on site interview for cross connection hazards and the appropriate separation installed, inspected, and operational prior to making the service connection.

2. Premises with individual water supplies, i.e., an auxiliary water system, may, upon approval of the Town Manager, maintain the water supply on the premises if a separation from the consumer's water supply system is provided and maintained and access is granted for inspections. A written request must be made and the Franklin County Building Official concurs.

3. Annual assessments will be made to verify the maintenance of the separation. If an interview is denied, then the customer will be notified in accordance with Section IV D of the Program.

I. Premises With Booster or Fire Pumps

1. Premises having booster pumps or fire pumps connected to the waterworks shall have the pumps equipped with a pressure sensing device to shut off or regulate the flow from the booster pump when the pressure in the waterworks drops to a minimum pressure as determined by hydraulic analysis and approved by Town Manager not to be less than 10 psi gauge at the service connection.

2. Annual assessments will be made to verify the maintenance of the pressure sensing device. If an interview is denied, then the customer will be notified in accordance with Section IV D of the Program.

J. Backflow Prevention Device Testers

1. The tester is responsible for making competent inspections and for repairing or overhauling backflow prevention devices and making reports of such repair to the consumer's water supply system owner on forms approved by the Town Manager.

2. The tester shall include the list of materials or replacement parts used and insure that parts used in the repair of the backflow prevention device meet the manufacturer's recommendations and the University of Southern California, Foundation for Cross Connection Control and Hydraulic Research (USC).

3. The tester shall not change the design or operational characteristics of a device during repair or maintenance without prior written approval of the consumer's water supply system owner and Town Manager.

4. The tester shall be equipped with and be competent in the use of all the necessary tools, gauges, manometers and other equipment necessary to properly test, repair and maintain backflow prevention devices.

K. Point-of-use Isolation Protection

1. Any premises, residential, commercial, or industrial, where all actual or potential cross connections can be easily correctable at each point-of-use and where the consumer's water supply system is not intricate or complex, point-of-use isolation protection by application of appropriate backflow prevention devices or separations may be used in lieu of installing a containment device at the service connection if the following conditions are met:

a. The method of protection provided shall be, in the judgment of the Town Manager the method which best provides protection; and

b. The consumer's water supply system owner grants access for inspections; and makes a request in writing for point-of-use isolation protection; and

c. The Franklin County Building Official concurs.

2. Devices installed under this section shall be selected from the Isolation Device Application table in Appendix A A

V. Records

- A. An up-to-date listing of all customers shall be maintained by the Director of Public Works. The list will contain.
- owner of premises
 - tenant
 - name of premises
 - service address
 - phone number
 - contact person
 - number of service connections
 - size of service connection
 - annual assessment by: (Interview) (mailed questionnaire)
- B. An up-to-date listing of consumer's water supply system owners who have cross connection control devices (including pressure sensing devices) or separations (including separations from auxiliary or non-potable water systems and air gaps) installed shall be maintained by the Water Treatment Plant Superintendent. The list will contain:
- owner of premises
 - tenant
 - name of premises
 - service address
 - phone number
 - contact person
 - location of device or separation
 - device manufacturer
 - device model number
 - device serial number
 - device size
 - device ASSE number
 - cross connection or pressure sensing device tested (annually) (semi annually) (quarterly)
 - pressure sensing device manufacturer
 - pressure sensing device model number
 - pressure sensing device serial number
 - pressure sensing device pressure set point
 - type of separation
 - air gap
 - physical disconnection
 - separation verified (annually) (semiannually) (quarterly)
 - type of protection
 - containment
 - containment and isolation
 - isolation in lieu of containment
 - access (granted) (denied) (not necessary)

C. Cross connection control interview reports shall be maintained by the Water Treatment Plant Superintendent for 10 years. The report will contain:

- inventory information as noted in section V.A. & B. above
- an assessment of:
 - degree of hazard
 - appropriateness of device or separation
 - installation acceptable
 - general condition of device or separation
 - repair/replacement recommendations
 - new/additional device or separation recommendations
 - any indication of thermal expansion problems

See Appendix H for the Interview Report form

D. Cross connection control testing reports shall be maintained by the Water Treatment Plant Superintendent for 10 years. The report will contain:

- inventory information as noted in section V.A. & B. above
- line pressure
- results of testing
- test method used
- date and signature of device tester

If repairs were made, the test report will contain:

- which parts replaced
- replacement parts used
- probable cause of test failure
- preventative measures taken

See Appendix I for the Testing Report form

E. Questionnaires shall be maintained by the Water Treatment Plant Superintendent for 10 years. The questionnaire will contain:

- owner and address of residence
- occupant if different from owner
- phone number
- brief explanation of the program
- brief explanation of causes of backflow and control measures
- some likely cross connections:
 - a garden hose with its outlet submerged
 - kitchen sink spray hose with its spray head submerged
 - hand-held shower massager with its head submerged
 - garden hose used as an aspirator to spray soap or garden chemicals
 - spring, hot-tub, cistern, or swimming pool connected to the house plumbing system
 - water softeners improperly connected

- specific questions which will include but not be limited to:
 - individual wells, springs or cisterns on the property
 - pressure booster pumps
 - water storage tanks
 - water treatment systems
 - outside hose bibs used in conjunction with:
 - chemical sprayers
 - jet spray washers
 - swimming pools, hot tubs, saunas, etc.
 - lawn sprinkler or irrigation systems
 - utility sinks with hoses extending below sink rim
 - animal watering troughs
- existing cross connection control devices:
 - working properly
 - leaking, noisy
 - any modifications or repairs made
 - date of last test
 - any problems with hot water tank relief valve or faucet washers not lasting very long
- also included with the questionnaire should be:
 - educational material
 - who to contact for further information
 - who to contact if contamination is ever suspected
 - a deadline to respond to the questionnaire

See Appendix H for the Questionnaire forms (residential & commercial)

F. Residential containment device (ASSE #1024) overhaul or replacement reports shall be maintained by the Water Treatment Plant Superintendent for 10 years

The report will contain:

- inventory information as noted in section V.A. above
- overhaul/replacement action
- date of action

See Appendix J for the Residential Containment Device Report form

VI. Notification Letters

- A. On Site Interview
- B. Device Testing Due
- C. Device Repair Needed
- D. Test Results
- E. Device Required
- F. Violations
- G. Termination of Service
- H. Questionnaire Transmittal Letter

- I. Thermal Expansion Possible
- J. Verification of Individual Water Supply Separation Due

See Appendix K for the Notification Letters

VII. Reporting Contamination or Suspected Contamination.

The consumer's water supply system owner, Franklin County Building Official, device tester or any other person should report contamination or the suspicion of contamination to any one or all of the following:

Title, organization, phone number of the following: (complete as needed)

- Town Manager, County Administrator, Mayor, or other chief administrative officer
- Local Building Official
- Waterworks Operator
- Virginia Department of Health, Office of Drinking Water Field Office
- Local Health Department, Environmental Health Specialist

The Cross Connection Officer will be responsible for investigating reports of contamination or suspected contamination and will be responsible for notifying the appropriate Virginia Department of Health, Office of Drinking Water Danville Field Office at Phone 434-836-8416. A written report will be submitted by the 10th day of the month following the month during which backflow occurred addressing the incident, its causes, affects, and preventative or control measures required or taken.

VIII. Device Selection Guidelines

- A. Virginia Cross Connection Control Association — Recommended Best Practice
- B. International Plumbing Code and its Commentary
- C. EPA *Cross-Connection Control Manual*
- D. Virginia *Waterworks Regulations*
- E. AWWA M-14 Cross Connection Control Manual
- F. University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research

See Appendix AA for the Isolation Device Application table

IX. Examples - Types of facilities, probable degree of hazard and type of containment device required. All containment devices shall comply with AWWA Standards and be approved for containment by USC. In high hazard situations subject to backpressure, backflow prevention by separation should be the method of choice wherever practical.

1. Hospitals, mortuaries, clinics, veterinary establishments, dental offices, nursing homes, and medical buildings: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
2. Laboratories: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
3. Piers, docks, waterfront facilities: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
4. Sewage treatment plants, sewage pumping stations, or storm water pumping stations: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013

5. Food and beverage processing plants: Generally, a moderate hazard, Double Gate—Double Check Valve Assembly (DG—DC) ASSE #1015; Use of toxics, etc., in processing: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
6. Chemical plants, dyeing plants and pharmaceutical plants: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
7. Metal plating industries: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
8. Petroleum processing or storage plants: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
9. Radioactive materials processing plants or nuclear reactors: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
10. Car washes and laundries: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
11. Lawn sprinkler systems, irrigation systems: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013 or Atmospheric Vacuum Breakers (AVB) ASSE #1001 or Pressure Vacuum Breaker (PVB) ASSE #1020, see Appendix A, depending on method of backflow and pressure or flow conditions
12. Fire service systems: See Section VH58-330 D and FH of the Ordinance
13. Slaughter houses and poultry processing plants: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
14. Farms where the water is used for other than household purposes: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
15. Commercial greenhouses and nurseries: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
16. Health clubs with swimming pools, therapeutic baths, hot tubs or saunas: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
17. Paper and paper products plants and printing plants: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
18. Pesticide or exterminating companies and their vehicles with storage or mixing tanks: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013 at service connection and on vehicles
19. Schools or colleges with laboratory facilities: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
20. Highrise buildings (4 or more stories): Unless otherwise covered, Moderate hazard, Double Gate—Double Check Valve Assembly (DG—DC) ASSE #1015
21. Multiuse commercial, office, or warehouse facilities: Unless otherwise _____covered, Moderate hazard, Double Gate-Double Check Valve Assembly (DG - DC) ASSE #1015

X. **Device Selection** - shall depend on the degree of hazard which exists or may exist. Backflow prevention by separation gives the highest degree of protection and shall be used whenever practical to do so in high hazard situations subject to backpressure. The Cross Connection Officer has the discretion to require a higher degree of protection if in his judgment a facility's water system is not accessible, difficult to evaluate or if frequent changes in water use are reasonably anticipated. See Appendix A-A for the Isolation Device Application table.

1 See Appendix A A for the Isolation Device Application table.

|

XI. Device Testability/Serviceability

1. Containment or isolation devices used within the consumer's water supply system that are capable of being tested and repaired in-line include the Reduced Pressure Principle Device (RPZ), Double Gate—Double Check Valve Assembly (DG—DC) & Pressure Vacuum Breaker (PVB).
2. Residential Dual Checks without an intermediate atmospheric vent and Boiler Dual Checks with an intermediate atmospheric vent are testable but most of these ASSE approved devices must be removed for testing. Some can be overhauled in-line.
3. Generally, a visual inspection is the only means to inspect most Hose Bibb Vacuum Breakers (HBVBs) since they cannot be removed if installed in accordance with the manufacturer's instructions. Some manufacturers do provide wall hydrant type HBVB with removable vacuum breakers which can be easily removed for inspection and replacement.
4. Pipe connected Atmospheric Vacuum Breakers (AVBs) can be inspected by removing the top cover.
5. Air gaps and physical disconnection require only a visual inspection.

XII. ~~Backflow Prevention Device Tester List~~

See Appendix I

XIII. Consumer Education Literature

See Appendix A,B,&C

XIV. Typical Installation Sketches

See Appendix D&E

XIV. Thermal Expansion

Normally, as water is heated and expands it would back up in the service line into the main if no usage was occurring. Installation of backflow prevention devices or certain plumbing appurtenances (pressure reducing valves) at the service connection or within the consumer's water supply system prevent thermally expanded water from flowing from the premises into the distribution system. When the water heater is operating, water is expanding and pressure is increasing, thermal expansion in a closed plumbing system under no flow conditions may cause the emergency temperature and pressure relief valve to open and close frequently and may reduce the life of plumbing fixtures and piping.

The temperature and pressure (T&P) relief valve is an emergency relief valve, not an operating control valve. If the T&P relief valve is used frequently, its useful life will be shortened and it could cease to function.

Thermal expansion can cause damaging stress and strain to water heaters, solenoid valves, O-rings, float valves, pump seals, and plumbing fixtures or fittings.

Generally, 80 psi for a short period of time is the maximum pressure under no flow conditions most fixtures, appliances or appurtenances should be subjected to.

Where thermal expansion is a problem the following devices could be installed:

1. a bladder or diaphragm type expansion tank;
2. an auxiliary pressure relief valve;
3. an anti-siphon ball cock with auxiliary relief valve into the toilet tank set at no more than 80 psi.

Installation should be in strict accordance with the manufacturer's instructions, the Uniform Statewide Building Code and the National Sanitation Foundation.

Customers will be advised of the potential for thermal expansion prior to or during installation of a backflow prevention device. Solutions to thermal expansion will be at the discretion of the consumer's water supply system owner and at the expense of the consumer's water supply system owner.

Appendix A A

Isolation Device Application

Degree of hazard	Method of backflow	Pressure or flow conditions	Device	ASSE #
High	BP or BS	Continuous	RPZ	1013 & 1047
	BS only	Non-continuous	Pipe applied AVB	1001 & 1035
		Non-continuous	Hose bibb AVB	1011 & 1052
		Non-continuous	Wall Hydrant w/AVB	1019
		Continuous	PVB	1020 & 1056
Moderate	BP or BS	Continuous	DG-DC	1015 & 1048
Low	BS only		Dual Check:	
		Continuous	w/o vent	1024 & 1032
		Continuous	w/vent	1012

NOTES:

- Degree of Hazard - See *Table 1 — Determination of Degree of Hazard* in the Ordinance.
- BS means backflow by backsiphonage.
- BP means backflow by backpressure or superior pressure.
- Continuous means operating under continuous flow or pressure. This condition usually applies to devices installed inline and may have valves downstream of the device.
- Non-continuous means operating intermittently not to exceed 12 hours under continuous pressure or flow in a 24-hour period. This condition usually applies to devices which are connected to hose bibbs, hydrants, or faucets which are open to the atmosphere. Valves should not be located downstream of the device.
- RPZ means a reduced pressure principal backflow prevention assembly.
- Pipe applied AVB means an atmospheric vacuum breaker permanently installed in the plumbing or on faucets.
- Hose bibb AVB means a hose bibb type atmospheric vacuum breaker with a single or with dual checks and a vent.
- Wall hydrant w/AVB means a through-the-wall, frost-proof self-draining type wall hydrant with AVB attached or built in.
- PVB means a pressure vacuum breaker.
- Spill resistant AVB have the same ASSE # as standard, pipe applied AVB.
- Spill resistant PVB have ASSE # 1056.
- DG-DC means a double gate-double check valve assembly.
- Dual Check without a vent means a device composed of two independently acting check valves ("residential dual check" and "beverage dispenser dual check").
- Double check with a vent means a device composed of two independently acting check valves with an intermediate atmospheric vent ("boiler dual check").

INFORMATION:

- Yard hydrants which are frost-proof and drain the water in the barrel through a weephole when not in use will not drain automatically when fitted with a hose bibb AVB. Weepholes must not be subjected to contamination.
- Some wall hydrants will not drain if the hose is left connected.

ITEM(S) TO BE CONSIDERED UNDER:

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

FOR COUNCIL MEETING DATED:	December 12, 2011
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STAFF MAKING REQUEST:	C. James Ervin Town Manager
BRIEF SUMMARY OF REQUEST:	The Finance & Human Services Committee met on December 8, 2011 to consider changes to the Town's holiday pay policy and the take home vehicle policy. The meeting took place too late to include their recommendations in the agenda packet. A copy of the agenda and materials for the meeting are attached for reference. The committee report will be given during the December Town Council meeting.
ACTION NEEDED:	Approval/denial of requests.

Attachment(s): Yes

FOLLOW-UP ACTION: (To be completed by Town Clerk)	

TOWN OF ROCKY MOUNT
FINANCE & HUMAN SERVICES COMMITTEE MEETING
TO BE HELD IN THE
ROCKY MOUNT MUNICIPAL BUILDING
345 DONALD AVENUE
ROCKY MOUNT, VA.
AT 4:00 P.M.
DECEMBER 8, 2011

- I. Roll Call

- II. Approval of Agenda

- III. Review Proposed Revisions to Town of Rocky Mount Employee Holiday Pay Plan

- IV. Review Proposed Revisions to Town of Rocky Mount Vehicle Policy

- IV. Adjournment

Proposed Revisions to Town of Rocky Mount Holiday Policy TORM VI-03

8 Hour with Accrual Method

Paid holidays are approved by Town Council. The following is the current list of approved paid holidays for all full-time employees. Employees will not be scheduled to work these holidays unless determined by their department manager that such work is a necessity. Each holiday is defined as 8 hours.

- New Years' Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day and the following Friday
- Christmas Eve
- Christmas Day
- Any other day that Town Council may allot as a paid holiday.

If the holiday falls on a Saturday, Friday will be the day observed. If the holiday falls on a Sunday, Monday will be the day observed.

The police department, water treatment plant and waste water treatment plant are essential safety sensitive operations that cannot close for holidays. As such, all non-exempt employees of these departments will accrue holiday hours as stated below.

Sworn non-exempt police officers are scheduled to work a rotating shift which dictates work periods that may fall on an observed holiday. Regardless of being scheduled to work or not on such an observed holiday, the employee in question will accrue hours 8 of leave for the observed holiday. These hours (96 annually) will be placed in a bank for each sworn non-exempt police officer at the beginning of the calendar year. All of the hours must be used by December 31st of the year they were accrued in or the employee will forfeit the balance in their bank.

Water treatment operators are scheduled to work a non rotating 12 or 10 hour shift which may fall on an observed holiday. Regardless of being scheduled to work or not on such an observed holiday, the employee in question will accrue 8 hours of leave for the observed holiday.

Waste water treatment operators are required to operate the waste water plant for a portion of each observed holiday. The employee working such hours will accrue hours of leave equal to the actual holiday hours worked on the holiday.

Employees from the water and wastewater treatment plants who accrue holiday hours will have until December 31st of the year they were accrued in to use this time. If the employee does not use the leave, they forfeit the leave hours.

All other non-exempt employees will receive 8 hours of pay at their regular rate for the observed holiday though they will not be required to report to work. In the event that circumstances require non-exempt employees to report to work on an observed holiday, those employees will be compensated according to existing Town pay policy.

All exempt employees will receive 8 hours of pay at their regular rate for the observed holiday though they will not be required to report to work. A department manager may require an exempt employee to work on a declared holiday. When so required, the exempt employee may take off the number of hours worked on the holiday during the same pay period with approval from their department manager. If the hours worked on the holiday are not taken off within the same pay period the employee will be permitted to accrue those hours, up to a maximum of 24.

All holiday hours accrued by any full-time employee must be taken by December 31st of the year they were accrued. If not, the employee will forfeit these hours.

Proposed Revisions to Town of Rocky Mount Holiday Policy TORM VI-03

10 or 12 Hour with Accrual Method for Select Departments

Paid holidays are approved by Town Council. The following is the current list of approved paid holidays for all full-time employees. Employees will not be scheduled to work these holidays unless determined by their department manager that such work is a necessity. Each holiday is defined as the length of a regularly scheduled shift for an employee.

- New Years' Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day and the following Friday
- Christmas Eve
- Christmas Day
- Any other day that Town Council may allot as a paid holiday.

If the holiday falls on a Saturday, Friday will be the day observed. If the holiday falls on a Sunday, Monday will be the day observed.

The police department, water treatment plant and waste water treatment plant are essential safety sensitive operations that cannot close for holidays. As such, all non-exempt employees of these departments will accrue holiday hours as stated below.

Sworn non-exempt police officers are scheduled to work a rotating shift which dictates work periods that may fall on an observed holiday. Regardless of being scheduled to work or not on such an observed holiday, the employee in question will accrue hours 12 of leave for the observed holiday. These hours (144 annually) will be placed in a bank for each sworn non-exempt police officer at the beginning of the calendar year. All of the hours must be used by December 31st of the year they were accrued in or the employee will forfeit the balance in their bank.

Water treatment operators are scheduled to work a non rotating 12 or 10 hour shift which may fall on an observed holiday. Regardless of being scheduled to work or not on such an observed holiday, the employee in question will accrue hours of leave equal to the actual hours worked on the holiday.

Waste water treatment operators are required to operate the waste water plant for a portion of each observed holiday. The employee working such hours will accrue hours of leave equal to the actual holiday hours worked on the holiday.

Employees from the water and wastewater treatment plants who accrue holiday hours will have until December 31st of the year they were accrued in to use this time. If the employee does not use the leave, they forfeit the leave hours.

All other non-exempt employees will receive 8 hours of pay at their regular rate for the observed holiday though they will not be required to report to work. In the event that circumstances require non-exempt employees to report to work on an observed holiday, those employees will be compensated according to existing Town pay policy.

All exempt employees will receive 8 hours of pay at their regular rate for the observed holiday though they will not be required to report to work. A department manager may require an exempt employee to work on a declared holiday. When so required, the exempt employee may take off the number of hours worked on the holiday during the same pay period with approval from their department manager. If the hours worked on the holiday are not taken off within the same pay period the employee will be permitted to accrue those hours, up to a maximum of 24.

All holiday hours accrued by any full-time employee must be taken by December 31st of the year they were accrued. If not, the employee will forfeit these hours.

In the course of an individual's employment, the necessity to operate a town owned vehicle may arise. This will be only approved for attending position relevant seminars, official town business and others times when deemed necessary by department manager and/or Town Manager. To insure all operators are licensed in Virginia, annually all employees will be required to submit a photocopy of their current Virginia driver's license. Upon receipt of these, they will be forwarded to the Virginia Municipal League who will do a driver's license check to insure there are no violations that would void or endanger the Town's liability insurance. Additionally, the Town reserves the right to review the driving record of those authorized to use Town owned vehicles to ensure compliance with Town licensing requirements.

Use of seatbelts in all Town owned vehicles are mandatory.

Certain positions within the Town structure are issued Town owned vehicles that they are allowed to drive home on a daily or as needed basis for Town business provided those employed in the named positions live within Franklin County. These will be used in the event an employee is called out after regular work hours for emergency maintenance, meetings, etc. The positions authorized take home vehicles are:

- Town Manager
- Assistant Town Manager
- Chief of Police
- Director of Public Works
- Lieutenant of Investigations
- Lieutenant of Patrol

Police Officers who reside in the Town of Rocky Mount are authorized to take home a police vehicle between consecutive shifts as equipment is available and as authorized by the Chief of Police.

Police Officers who are assigned a Police K9 unit are authorized to take home a K9 equipped police vehicle as assigned by the Chief of Police.