



TOWN COUNCIL
REGULAR MEETING
AGENDA

April 10, 2023
6:00 PM

Council Chambers, Rocky Mount Municipal Building
345 Donald Avenue, Rocky Mount, Virginia

When speaking before Town Council, please come to the podium and give your name for the record. Please address the Council and not the audience. You will be limited to three (3) minutes and the other rules listed on the sign-up sheet. If you provide Council with any documentation, please also give a copy to the Town Clerk prior to speaking.

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All cellular phones must be turned off during the Council Meeting.

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The Town of Rocky Mount is pleased to offer assistive listening devices for meeting attendees with special hearing needs. Please ask any staff member or the Town Clerk for assistance.

1. Roll Call
2. Pledge of Allegiance
3. Approval of Agenda
4. Special Items
 - 4.1. Child Abuse Prevention Month Proclamation
 - 4.2. 150th Anniversary History Highlight
 - 4.3. 2022 Gold Award for Excellence in Waterworks Operations/Performance
5. Public Hearing
 - 5.1. Public Hearing for Franchise Agreement with Cox Communications
6. Approval of Consent Agenda
 - 6.1. Approval of Draft Minutes

Regular Town Council Meeting Draft Minutes - March 13, 2023

Special Called Town Council Meeting Draft Minutes - March 14, 2023

Town Council & Planning Commission Joint Worksession Draft Minutes - March 20, 2023

6.2. Miscellaneous Action

Miracle Hope 5K Race

Family Resource Center - 5K Race

6.3. Miscellaneous Resolutions/Proclamations

6.4. Departmental Monthly Reports

Community Development Department

Finance Department

Fire Department

Police Department

Public Works Department

Wastewater Department

Water Department

7. Action Items

7.1. Purchase of three Police Department vehicles

7.2. Resolution regarding collection of delinquent accounts

7.3. Presentation of Town of Rocky Mount proposed FY2024 budget

8. Hearing of Citizens

9. Updates

9.1. Update on Potential Purchase of 64.4 acres of land at Highway 40 and Highway 220

9.2. Harvester Performance Center Update

10. Closed Session and Action

10.1. Section 2.2-3711(A).1 Discussion, consideration, or interviews of prospective candidates for employment, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees or employees of any public body.

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.

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.

11. Adjournment

ITEM(S) TO BE CONSIDERED UNDER:
Other

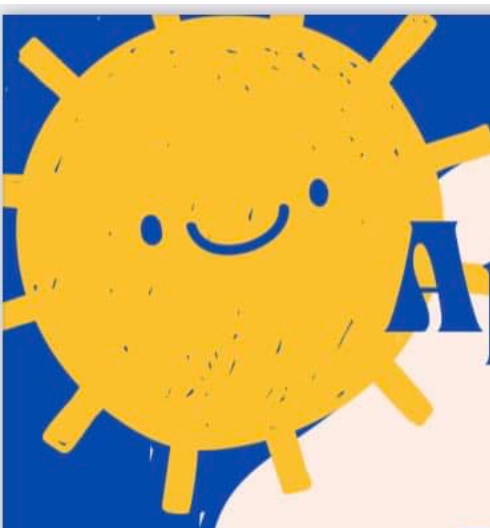
FOR COUNCIL MEETING DATED:	April 10, 2023
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STAFF MAKING REQUEST:	Robert J. Wood, Town Manager
BRIEF SUMMARY OF REQUEST:	The Franklin County Department of Social Services (DSS) is asking that the community participate in Child Abuse Awareness Month. The proclamation included with this item proclaims April as Child Abuse Awareness Month. A flier for an event coming up on April 22nd has also been included for your reference.
ACTION NEEDED:	Adoption of Proclamation.

Attachment(s):

1. DSS Child Abuse Awareness
2. 2023.0410 202 Resolution for National Child Abuse Prevention Month (in April)

FOLLOW-UP ACTION: (To be completed by the Town Clerk)
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April is Child Abuse Awareness Month



**JOIN THE FRANKLIN COUNTY DEPARTMENT OF
SOCIAL SERVICES FOR A FAMILY FUN DAY IN
RECOGNITION**

-  Vendors and Food
-  Bouncy House
-  Corn hole tournament
-  and more!

April 22th, 2023

11am-4pm

120 E Court St. Rocky Mount, VA 24151
PROCEEDS FROM THIS EVENT WILL GO TO
THE SOUTHERN VIRGINIA CHILD ADVOCACY
CENTER





RESOLUTION NO.: 2023.005

**RESOLUTION
PROCLAIMING APRIL AS
NATIONAL CHILD ABUSE PREVENTION MONTH**

WHEREAS, in Federal Fiscal Year 2021, 3.9 million reports were made to child protective services; and

WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, our children are our most valuable resources and will shape the future of the Town of Rocky Mount; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

NOW, THEREFORE, I, C. Holland Perdue III, Mayor of the Town of Rocky Mount, do hereby proclaim April as **NATIONAL CHILD ABUSE PREVENTION MONTH** in the Town of Rocky Mount and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

C. Holland Perdue III, Mayor

ITEM(S) TO BE CONSIDERED UNDER:
Other

FOR COUNCIL MEETING DATED:	April 10, 2023
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STAFF MAKING REQUEST:	Robert J. Wood, Town Manager
BRIEF SUMMARY OF REQUEST:	The Town Water Department has again received the 2022 Excellence in Waterworks Operations/Performance Award at the Gold Level. This is a testament to the knowledge, experience, skill, and hard work of everyone in the Water Department.
ACTION NEEDED:	No action required.

Attachment(s):

1. 2022 Gold Award

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



COMMONWEALTH of VIRGINIA

DEPARTMENT OF HEALTH

OFFICE OF DRINKING WATER

Danville Field Office

211 Nor Dan Drive, Suite 1040
Danville, Virginia 24540

Phone: 434-836-8416
Fax: 434-836-8424

March 13, 2023

Robert J. Wood, Town Manager
Via email: rwood@rockymountva.org
Town of Rocky Mount
345 Donald Avenue
Rocky Mount, VA 24151

Re: Town of Rocky Mount
PWSID #5067840

Dear Mr. Wood:

Congratulations! The Virginia Department of Health, Office of Drinking Water (ODW) is pleased to present your waterworks with a **2022 Excellence in Waterworks Operations/Performance Award**. Approximately 121 eligible waterworks facilities from across the Commonwealth were evaluated for their performance and compliance with the Virginia Optimization Performance (VOP) criteria. A total of 92 awards have been issued, and your waterworks and staff have achieved a **Gold Award** for 2022.

ODW will present these awards at the at the Southeast Rural Community Assistance Project (SERCAP) 2023 **Water is Life** event on Thursday, April 6, 2023 at the Hotel Roanoke, 110 Shenandoah Avenue, NE, Roanoke, Virginia 24016. SERCAP will provide lunch at noon in the Regency Room, with the Awards Presentation Ceremony scheduled from 1:00 – 2:00 pm. We invite representatives from your waterworks to attend.

Please contact Dixon Tucker at 757-650-1921 or dixon.tucker@vdh.virginia.gov by Friday, March 20 to indicate your attendance or non-attendance at the awards ceremony.

Sincerely,

K. Ray Weiland
Deputy Field Director

:edt

e/c: Kevin Adkins, OIRC, kadkins@rockymountva.org

ITEM(S) TO BE CONSIDERED UNDER:
Public Hearing

FOR COUNCIL MEETING DATED:	April 10, 2023
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STAFF MAKING REQUEST:	Robert J. Wood, Town Manager
BRIEF SUMMARY OF REQUEST:	COX Communications would like to bring cable television, high speed internet, etc. services to Rocky Mount. COX is the largest internet broadband provider in the country. In order to provide services in ROcky Mount, the Town and COX must enter into a franchise agreement that allows COX to use public rights-of-way to install their fiber lines and other infrastructure. We used Attorney Gerard Lederer with Best Best & Krieger (Washington, DC) to assist us with franchise agreement negotiations as this is a very specialized area of law. He has approved the language in the proposed franchise agreement that has been included for your review. Having another option available for internet, cable television, etc. will be a great benefit for residents and businesses. The fact that COX Communications has decided to invest millions of dollars in the Rocky Mount community shows that people know that Rocky Mount has a bright future.
ACTION NEEDED:	Adoption of the resolution that approves the franchise agreement.

Attachment(s):

1. 2023.0410 300 Rocky Mount Cox Communications Franchise Agreement (to sign)(updated copy Robert)
2. 2023.0410 300.3a Resolution to Approve Franchise Agreement with Cox Communications (numbered)
3. Ad - PH best

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

CABLE TELEVISION FRANCHISE

AGREEMENT

by and between

THE TOWN OF ROCKY

MOUNT, VIRGINIA,

and

COXCOM, LLC

as of

April 1, 2023

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CABLE TELEVISION FRANCHISE AGREEMENT

THIS AGREEMENT made and entered into as of this 1st day of April 2023, by and between the Town of Rocky Mount, a Virginia political subdivision ("Town" or "Grantor"), and CoxCom, LLC d/b/a Cox Communications Roanoke, a Delaware limited liability company ("Cox" or "Grantee");

WHEREAS the Grantee requested a cable television Franchise granted by the Town pursuant to a Cable TV Franchise Agreement by and between the Town and the Grantee; and

WHEREAS the Town and the Grantee have negotiated the terms of a Franchise pursuant to 47 U.S.C. §546(h); and

WHEREAS the Town Council, after holding a public hearing on the terms of the Franchise of which the public was afforded notice and at which the public was afforded opportunity to comment, adopted Ordinance No _____ effective April 1, 2023, to grant a ' television Franchise at a duly authorized and regular meeting, pursuant to the provisions of the Cable Act, Town Charter, Town ordinances, and the Virginia Code.

NOW THEREFORE in consideration of such grant of the cable Franchise to the Grantee, the parties agree as follows:

Section 1. **DEFINITIONS.**

Unless otherwise defined in this Agreement, terms in this Agreement shall have the meaning given to them in the list of Definitions attached as Exhibit A. Terms not defined in this Agreement shall have their common and ordinary meaning.

Section 2. **GRANT OF AUTHORITY; LIMITS AND RESERVATIONS.**

2.1. Grant. The Town hereby grants to the Grantee a Franchise to construct, maintain, and operate a Cable System to provide cable service within the territorial limits of the Town in accordance with the terms and conditions set forth below. The Grantee's Franchise Area shall be the territorial limits of the Town including any additional areas annexed by the Town after the Effective Date of this Franchise Agreement, following 120 days' written notice provided by the Town to Grantee of such annexation.

2.2. Construction of Agreement.

2.2.1. The provisions of this Franchise shall be construed to effectuate their objectives.

2.2.2. In the event of a conflict between this Agreement and Virginia Code Sections 15.2-2108.19, et seq., the Virginia Code shall prevail.

2.2.3. Nothing herein shall be construed to limit the scope or applicability of Section 625 Communications Act, 47 U.S.C. § 545.

2.3. Police Powers. Except as otherwise provided in this Section 2.2, the Grantee's rights under this Franchise shall be subject to the lawful police powers of the Town to adopt and enforce ordinances of general applicability necessary to protect and preserve the health, safety and welfare of the public. The Grantee shall comply with all applicable general laws and ordinances lawfully enacted by the Town pursuant to such police powers. The Town agrees that ordinances which it adopts that impact this Agreement must be enacted upon reasonable conditions and of a character appropriate to the public purpose justifying enactment. Nothing herein prohibits the Grantee from challenging any future ordinances enacted by the Town as may be permitted under applicable law.

Section 3. **FRANCHISE EFFECTIVE DATE AND TERM.**

The effective date of the Franchise Agreement shall be April 1, 2023. The term of the Franchise shall be 10 years, commencing on April 1, 2023, and expiring at midnight on March 31, 2033, unless sooner terminated in accordance with Section 14.10 herein, or by other applicable law.

Section 4. **INTERCONNECT.**

4.1. Interconnection Method. The Grantee shall design the Grantee's Cable System so that it is capable of interconnecting with other similar communications networks at suitable locations as determined by the Grantee. Interconnection capabilities shall be provided for the exchange of all EG signals designated in Section 6.1. Interconnection of systems may be made by direct fiber connection or other appropriate methods. Such interconnection shall preserve the quality of the EG signals so that there is no significant degradation between the signals as received by the Grantee and the signals as transmitted to the interconnecting system.

4.2. EG Interconnection. At the request of the Town, the Grantee shall, to the extent permitted by applicable law and its contractual obligations to third parties, use commercially reasonable efforts to negotiate an interconnection agreement with any other Cable System in the Town for the EG Channels. Nothing in this Agreement shall determine the extent to which the Grantee or the interconnecting system shall bear the costs of interconnection.

Section 5. **CABLE SYSTEM CAPABILITY AND CONSTRUCTION.**

5.1. Cable System Characteristics. The Grantee's Cable System shall meet or exceed the following requirements:

- 5.1.1. The Cable System shall be designed with a minimum analog and/or digital carrier passband between 50 and 750 MHz.
- 5.1.2. The Cable System shall be designed to be an active two-way plant for Subscriber interaction, if any, required for selection or use of Cable Service.
- 5.1.3. Modern design utilizing an architecture that will permit additional improvements necessary for high quality and reliable service throughout the term of the Agreement.
- 5.1.4. Protection against outages due to power failures, so that back-up power is available at a minimum for at least 24 hours at the headend, and conforming to industry standards, but in no event rated for less than four hours, at each node. Such standby power supplies shall cut in automatically on failure of commercial utility AC power and revert automatically to commercial power when it is restored.
- 5.1.5. Facilities and equipment sufficient to cure violations of any applicable FCC technical standards and to ensure that the Cable System remains in compliance with the standards specified in Section 5.1.18.
- 5.1.6. Facilities and equipment as necessary to maintain, operate, and evaluate the Cable System to comply with any applicable FCC technical standards, as such standards may be amended from time to time.
- 5.1.7. All facilities and equipment designed to be capable of continuous twenty-four (24) hour daily operation in accordance with applicable FCC standards except as caused by a Force Majeure event.

- 5.1.8. All facilities and equipment designed, built and operated in such a manner as to comply with all applicable FCC requirements regarding (i) consumer electronic equipment and (ii) interference with the reception of off-the-air signals by a Subscriber.
- 5.1.9. All facilities and equipment designed, built and operated in compliance with all applicable safety codes.
- 5.1.10. Sufficient trucks, tools, testing equipment, monitoring devices and other equipment and facilities and trained and skilled personnel required to enable Grantee to comply with applicable law and its obligations under this Agreement, including applicable customer service standards.
- 5.1.11. All facilities and equipment required to properly test the Cable System in accordance with applicable law, conduct an ongoing and active program of preventive maintenance and quality control, and to be able to quickly respond to customer complaints and resolve system problems.
- 5.1.12. Design capable of interconnecting with other similar communications networks in the Franchise Area as set forth in Section 4 of this Agreement.
- 5.1.13. Facilities and equipment at the headend shall allow Grantee to transmit or cablecast signals in substantially the form received, without substantial alteration or deterioration in the content and functionalities associated with the signal. For example, the headend should include equipment that will transmit color video signals received at the headend in color, stereo audio signals received at the headend in stereo, and a signal received with a secondary audio track with both audio tracks. Similarly, all closed-captioned programming retransmitted over the

Cable System shall include the closed-captioned signal in a manner that renders that signal available to Subscriber equipment used to decode the captioning.

- 5.1.14. Shall be capable of transmitting in high definition any Channels that are received in high-definition format. Actual carriage of any such high-definition Channels will be at the Grantee's sole discretion.
- 5.1.15. Shall offer parental control options, which will at a minimum offer as an option that a Person ordering programming must provide a personal identification number or other means provided by Grantee only to a Subscriber. Provided, however, that Grantee shall bear no responsibility for the exercise of parental controls and shall incur no liability under this Agreement for any Subscriber's or viewer's exercise or failure to exercise such controls.
- 5.1.16. The provision of additional Channels, Channel capacity, and/or upgrades of any kind to the Cable System is solely within the control and discretion of the Grantee.
- 5.1.17. With the exception of any EG Channels, all content and programming of Cable Services, including the mix, level, and/or quality of such content and programming, remains in the sole discretion of the Grantee.
- 5.1.18. The Cable System must conform to or exceed all applicable FCC technical performance standards, as amended from time to time, and shall conform in all material respects to applicable sections of the following standards and regulations to the extent such standards and regulations remain in effect and are consistent with accepted and applicable industry procedures:
 - 5.1.18.1. Occupational Safety and Health Administration (OSHA) Safety and Health Standards;

- 5.1.18.2. National Electrical Code;
- 5.1.18.3. National Electrical Safety Code;
- 5.1.18.4. Obstruction Marking and Lighting, AC 70/7460 i.e., Federal Aviation Administration;
- 5.1.18.5. Constructing, Marking and Lighting of Antenna Structures, Federal Communications Commission Rules, Part 17; and
- 5.1.18.6. The Virginia Uniform Statewide Building Code.

5.2. Technical Performance. The Cable System shall meet or exceed applicable FCC's technical standards (Subpart K of Part 76 of the FCC's Rules).

5.3. Cable System Construction and Maintenance.

- 5.3.1. The Town shall have the right to inspect all construction or installation work performed by Grantee within the Service Area, and to make such inspections as the Town deems necessary to ensure compliance with this Agreement and other pertinent provisions of law. No poles, underground conduits, or other wire or cable-holding structures shall be erected by Grantee without prior approval of the Town or its duly authorized personnel, or, unless such consent is not required by applicable law, by abutting property owners where the Town does not own or hold some other right of way property interests in, the area in which such structures are to be erected. To the extent possible, Grantee shall use existing poles and underground conduits throughout the Town. Any poles, underground conduits or other fixtures that Grantee is authorized by the Town to install must be placed in a manner so that they do not interfere with or obstruct the usual travel on the public Streets or interfere with any existing utility services. All construction activities of

Grantee shall be conducted in a workmanlike manner that will cause minimum interference with the rights and reasonable convenience of the public's and other utilities' use of the Streets and of the property owners directly affected thereby. Grantee shall maintain all structures, cable and related Cable System equipment that are located in, over, under, and upon the Streets in a safe, suitable, substantial condition and in good order and repair at all times. All construction, installation and repair by Grantee shall be effectuated in a manner that is consistent with the FCC's rules, relevant local building codes, zoning ordinances and laws, all Town and other governmental laws, codes, or ordinances relating to public works or the Streets, and other regulatory requirements, the National Electrical Safety Code, and other standards of general applicability to Cable Systems. Grantee shall not commence any construction without obtaining all local zoning and other approvals, permits and other licenses generally applicable to other entities performing such construction, and paying all costs and fees normally imposed or charged therefor. Whenever electric utilities and telecommunications facilities are located underground within a public way of the Town, Grantee, with permission to occupy the same public way, must also locate its facilities underground.

- 5.3.2. Grantee shall be required to extend energized trunk cable and make Cable Service available to any and all portions of the Town within the limits of its defined Service Area with a density of at least twenty (20) Homes per linear mile for aerial installations and thirty (30) Homes per linear mile for underground installations. Any line extension required shall be measured in linear trench or aerial strand footage along the Public Right-of-Way. The distance shall be measured from the

nearest technically feasible point on the active Cable System that will maintain the Grantee's minimum Subscriber levels of signal and quality for its services and that is closest to the address requesting service (the "Starting Point"), and ending at the point on the Public Right-of-Way nearest to the point where the requesting potential Subscriber's route of vehicular ingress or egress contacts the public right-of-way (the "End Point"). For purposes of this section, a house, apartment unit, or other residence shall only be counted as a "dwelling unit" if it is occupied. For purposes of calculating this density requirement, only Homes within one hundred fifty (150) feet of any Street or other right-of-way suitable for cable trunk installation shall be counted in density determinations, and shall be considered as satisfying the 20 or 30 Homes- per-mile density requirement, as appropriate. In the event that the owner of any Home or other structure within Grantee's Service Area not meeting the density requirement pays the excess cost of extending Cable Service to that location, then Grantee so requested by such owner shall provide Cable Service to such Home or other structure.

5.4. Emergency Alert System. Grantee shall comply with the Emergency Alert System ("EAS") Federal Emergency Alert System regulations, 47 C.F.R. §76 Part 1.

5.5. State of the Art. Throughout the term of this Franchise, Grantee shall maintain and upgrade the Cable System and the technical performance of the Cable System so as to keep pace with the developments in the State-of-the-Art as defined herein. For purposes of this subsection, "State-of-the-Art" means that level of technical performance or capacity, service or Cable System plant, for which there is a reasonable demonstrated market demand and which has been demonstrated by existing Cable System operators and

reputable equipment suppliers to be workable in the field, but not exceeding that level of technical performance or capacity which has been installed and is operating at the time in at least two (2) other Cable Systems of comparable or smaller size owned and operated by Grantee or an affiliate of Grantee.

5.6. Annual Technology Summit Meeting. The Town may request a meeting once per year with the Grantee to discuss new and upcoming technology and the developments in the State-of-the-Art related to the Cable System, and the plans the Grantee has for bringing such technology to the Grantee's Service Area. Upon the request of the Town for such meeting, Grantee shall schedule the meeting within 30 days of such request.

Section 6. **EG ACCESS.**

6.1. EG Channel.

6.1.1. Except as otherwise provided herein, Grantee shall provide any EG Channel(s) as part of Basic Cable Service throughout the life of the Franchise. If there is no Basic Cable Service, Grantee shall provide the EG Channels as part of the service provided to every Subscriber, at no additional charge to Subscribers for the EG Channels.

6.1.2. The Grantee shall provide up to three (3) standard definition downstream EG Channels. No earlier than one (1) year following the Effective Date, the Town may provide written notice to the Grantee confirming the Town is producing EG content in high-definition (HD) format and is prepared to transmit HD signals to the Grantee. Within 180 days of such notice, Grantee will be prepared to receive the HD signals and transmit the HD content. The HD content may be transmitted

on the Grantee's system in switched-digital or other format as determined by the Grantee.

6.1.3. The Grantee shall not arbitrarily or capriciously change the EG Channel assignment(s), and the Grantee shall take reasonable steps to minimize the number of such changes. The Grantee may change the EG Channel assignment(s) as it deems appropriate so long as it provides at least thirty (30) days prior written notice to the Town, and reimburses the Town for the reasonable costs including, but not limited to, logo modifications, stationery, promotion, and advertising, not to exceed \$2,500 per Channel change.

6.1.4. Use of the EG Channels shall be to air non-commercial EG access programming and any other non-commercial programming, consistent with Section 611 of the Cable Act (47 U.S.C. §531) at the Town's sole discretion. The Grantee shall not charge the Town or any other authorized user of the EG Channel(s) for the use of such Channels.

6.1.5. No control over EG access program content shall be exercised by the Grantee except to enforce the limitations on commercial use described herein or as otherwise permitted by the FCC and other federal, state, and local laws.

6.1.6. The Grantee may use the EG Channels for any lawful purpose during such periods as they are not being used for EG access purposes, provided that EG access use shall have priority at all times.

6.2. EG Origination.

6.2.1. The Grantee shall provide and maintain, at its sole expense, a fiber transport link from Rocky Mount Municipal Building (345 Donald Avenue) to its headend.

- 6.2.2. EG signal transport link provided by Grantee shall include all equipment necessary for amplification, optical conversion, receiving, transmitting, and headend processing of EG transport signals.
- 6.2.3. All such equipment, including but not limited to the fiber electronics, shall be installed, repaired, and maintained in good working order by Grantee on Grantee's side of the Demarcation Point, provided, however, that Grantee shall not be responsible for the cost of repairing any damage caused by the operator of an EG location or its agents or invitees. Grantee's obligation with respect to such signal transport shall be dependent on the operator of an EG location providing the Grantee, without charge, with such space, electrical power supply, access, and other reasonable facilities and cooperation as shall be necessary to allow Grantee to fulfill its duties under this Franchise with respect to such signal transport. The EG signal transport link may be multiplexed into backbone fiber rings at a hub or node.
- 6.2.4. EG signal transport link shall comply with industry and FCC technical standards for transmission and reception and have no significant deterioration in the quality of EG signals, using dedicated capacity sufficient for high-quality transmission.
- 6.2.5. Grantee will provide headend and distribution facilities for downstream transmission of the EG Channels on the Cable System at no charge to the Town or other EG access programmers.
- 6.3. Program Content; Control. No control over EG access program content shall be exercised by the Grantee except to enforce the limitations on commercial use described herein or as otherwise permitted by the FCC and other federal, state, and local laws.

6.4. Alternate Use. The Grantee may use the EG Access Channels for any lawful purpose during such periods as they are not being used for EG Access purposes, provided that EG Access use shall have priority at all times.

Section 7. **CABLE SERVICE TO TOWN FACILITIES.**

7.1. Courtesy Service to Public Facilities. Upon request, and within ninety (90) days of written notice, the Grantee will provide the following, at no charge, at each fire station, public school, police station, public library, and such Town facilities used for public purposes, that are located in Grantee's Service Area and for which the Grantee is provided access without charge, as may be designated by the Town; provided, however, that if it is necessary to extend the Grantee's trunk or feeder lines more than 150 feet solely to provide service to any such school or public building, the Town shall have the option of paying the lower of any contract the Grantee may have with the Town for such services or the Grantee's commercial charges for such extension in excess of 150 feet itself, or of releasing the Grantee from or postponing the Grantee's obligation to provide service to such building:

- 7.1.1. one Cable Service drop including outlet;
- 7.1.2. one Cable Service converter or digital transport adapter (DTA) per site (if necessary to receive the programming specified in Section 7.1.3; and
- 7.1.3. Basic Cable Service and the most highly subscribed tier of non-basic service (not including any video programming offered on a per Channel or per program basis).

7.2. Additional Facility Equipment and Wiring.

- 7.2.1. The Town shall be responsible for the cost of new or replacement converters or digital transport adapters that are in addition to those required in 7.1.2 and any “terminal equipment,” including TV monitors, VCRs, and/or computers.
- 7.2.2. The cost of inside wiring, additional drops or outlets, and additional or replacement converters or DTAs requested by the Town within these specified facilities are the responsibility of the Town. The Grantee shall not be responsible for any violations of FCC technical standards on the Town’s side of the Demarcation Point. After reasonable notice under the circumstances, the Grantee may temporarily disconnect its service to a Town site that does not correct such violations of FCC technical standards until such time as such violations are corrected.
- 7.2.3. Subject to the limitations set forth in this Section 7, whenever required by changes in the Grantee’s technology, the Grantee shall upgrade all equipment provided at the Grantee’s expense pursuant to this Section 7, in order to ensure that the Town can continue to receive the services offered by the Grantee to the Town pursuant to this Franchise Agreement.
- 7.2.4. Grantee Options: In the event Grantee is legally permitted, in accordance with applicable law, to offset the value of additional elements of Cable Service against franchise fees payable to the Town, the Grantee reserves its rights to do so. Should the Grantee choose to offset any or all of such Cable Service against franchise fees payable to the Town, it agrees to provide the Town with one hundred twenty (120) days’ prior written notice. Such offsets shall be on similar

terms and conditions as other localities served by the Grantee in the Roanoke region and where Grantee is legally authorized to impose said offset.

7.2.5. Town Options: The Town shall have the right to discontinue receipt of all or any portion of Courtesy Service provided by Grantee in the event Grantee elects to offset or impose a charge against the Town for the value of such services as provided in Section 7.2.3.4. The Town shall have the option of (1) requesting that Grantee apply its regular and nondiscriminatory market rate as an offset against its franchise fee payments; or (2) paying Grantee directly. Grantee and Town do not waive any rights under applicable law regarding Courtesy Service.

7.2.6. FCC 621 Order: In the event the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act is reversed as to the issue of complimentary cable services as in-kind contributions in a cable Franchise, whether as a result of a subsequent FCC order, a final non-appealable court decision, or federal legislation, within thirty (30) days of the result becoming final Grantee will discontinue any charges for Courtesy Service, and provide such services to the Town free of charge. Any additional levels of cable service, outlets, or service locations ordered by the Town shall continue to be subject to regular non-discriminatory market rates.

Section 8. **EG ACCESS CAPITAL GRANT: COSTS.**

8.1. EG Capital Fee. The Town may by ordinance or resolution impose on the Grantee an EG Capital Fee payable to the Town on a quarterly basis (the "EG Capital Fee"), in an amount not to exceed twenty cents (\$0.20) per month for each Subscriber in the Service Area that receives the Grantee's Basic Service Tier, so long as such requirement, or a requirement

of comparable value, applies equally to all franchised cable operators in the Town and Grantee is provided ninety (90) days' written notice to implement the EG Capital Fee. If so imposed, the EG Capital Fee shall be delivered to the Town within forty-five (45) days following the end of each calendar quarter during the Franchise Term. The EG Capital Fee shall be used by the Town solely to support the capital costs of EG Access Channel facilities consistent with the Communications Act (47 U.S.C. § 542).

- 8.1.1. If the initial EG Capital Fee shall be less than an amount equal to twenty cents (\$0.20) per month for each Subscriber in the Service Area to the Grantee's Basic Service Tier, the EG Capital Fee may be uniformly increased for the Town cable grantees by ordinance or resolution of the Town Council not more than once each year commencing after the first anniversary of the Effective Date of this Agreement by an amount not to exceed six cents (\$0.06), but under no circumstances shall the monthly per-Subscriber fee exceed twenty cents (\$0.20) per month for each Subscriber in the Service Area that receives the Grantee's Basic Service Tier.
- 8.1.2. The Town shall provide the Grantee with thirty (30) days advance notice of any public hearing or meeting where an increase will be considered or voted on by the Town Council. The Town shall forward to the Grantee a copy of the adopted ordinance or resolution that authorizes an increase in the EG Capital Fee and establishes the effective date of the increase. The Grantee shall have not less than ninety (90) days to implement the EG Capital Fee increase.
- 8.1.3. To the extent permitted by law, the Grantee may recover from Subscribers the costs of an EG Capital Fee or any other costs arising from the provision of EG

services and shall be allowed to include such costs as a separately billed line item on each Subscriber's bill.

8.2. EG Channel Use. The Town shall not sell time on the EG Channels, nor allow any third party to do so, nor shall any Channel be leased at any price to any third party. The Town may allow programmers on the EG Channels to seek support for their programming consistent with the "Funding Standards and Practices" of the Public Broadcasting System (found at: <http://www.pbs.org/producers/guidelines/>) as they exist on the Effective Date of this Agreement.

8.3. Costs Incidental To The Award Of The Franchise. Grantee shall reimburse the Town for advertising expenses incurred in the franchising process.

Section 9. **CUSTOMER SERVICE.**

9.1. Customer Service Requirements. The Grantee shall comply with the customer service requirements imposed by the FCC pursuant to 47 U.S.C. § 552, as it may be amended from time to time. The Town may impose additional customer service requirements that exceed the requirements established by the Federal Communications Commission under 47 U.S.C. § 552(b) by ordinance after a public hearing, but these additional requirements shall (i) not be designed so that Grantee cannot also comply with any other customer service requirements under state or federal law or regulation applicable to the Grantee in its provision of other services over the same network used to provide Cable Service, (ii) be no more stringent than the customer service requirements applied to other cable operators in the Town, and (iii) be reasonably tailored to achieve appropriate customer service goals based on the technology used by the Grantee to provide Cable Service.

9.2. Customer Service Standards. The Grantee shall comply with the provisions of 47 C.F.R §76.309, as it may be amended from time to time. Grantee shall maintain a website portal to allow Subscribers to request service, pay bills, locate retail locations, locate third-party payment locations, exchange equipment, and conduct other business with customer service agents. Grantee shall ensure its technicians are capable of providing professional installation services for Grantee equipment used by Subscribers. Grantee shall provide postage-paid mailers, as necessary, to Subscribers returning Grantee equipment at no cost to the Subscriber.

9.3. Customer Privacy. Grantee shall at all times comply with 47 U.S.C. §551 with regard to the protection of Subscriber privacy.

9.4. Customer Complaints.

9.4.1. Complaint Procedure: The Grantee shall establish a clear procedure for resolving a Cable Service complaint (“Complaint(s)”) filed by any interested party, providing that Complaints may be made orally or in writing, at the complainant’s option. Such procedures shall be well-publicized. At least thirty (30) days before the Grantee announces any changes to such procedures, the Grantee shall notify the Town of the changes and offer the Town the opportunity to comment on the changes.

9.4.2. Referred Complaints: The Grantee shall promptly investigate Complaints that are referred to the Grantee by the Town (“Referred Complaints”). The Grantee shall report to the Town regarding each Referred Complaint within five (5) business days, stating whether the matter has been resolved and how it was resolved; if the matter remains unresolved, the Grantee shall describe the actions taken to date, the reason or reasons the matter has not been resolved, the actions the Grantee believes

remain to be taken to achieve resolution, and an estimated date for such resolution. Notwithstanding the foregoing, Grantee shall not be required to provide “personally identifiable information” except as permitted by 47 U.S.C. § 551 and regulations promulgated thereunder, or other applicable provision of federal law, provided however that if compliance with such laws and regulations prohibits disclosure of information necessary for the Grantee to report to the Town as required by the preceding sentence, the Grantee shall explain to the Town in writing why the Grantee cannot comply, including references to the applicable statutes or regulations, and the parties shall discuss alternative means for informing the Town regarding the resolution of the Referred Complaint, including, without limitation, obtaining the consent of the Subscriber for any necessary disclosures.

- 9.4.3. Escalated Complaints: The Grantee shall keep a written record or log of Escalated Complaints received regarding quality of service, equipment malfunctions, billing procedure, employee attitude and similar matters. Upon request by the Town, and not more than once a year, the Grantee shall provide such log of Escalated Complaints to the Town. An “Escalated Complaint” is any Complaint received by the Grantee that has been submitted to a state regulatory agency, any of the Grantee’s corporate offices or individual employees other than a customer service call center, and/or the Better Business Bureau. These records shall be maintained for a period of five (5) years. The record shall contain the following information for each complaint received:

- (1) Date, time and nature of the complaint;

- (2) Name, address and telephone number of the Person complaining;
- (3) Investigation of the complaint;
- (4) Manner and time of resolution of the complaint; and
- (5) If the complaint regards equipment malfunction or the quality of reception, a report indicating corrective steps taken, with the nature of the problem stated.

Before delivering its complaint log, a Grantee may redact the log as required to conform to the provisions of applicable federal and state privacy protection laws.

Section 10. **REPORTS AND RECORDS.**

10.1. Open Books and Records. Upon not less than thirty (30) days written notice to the Grantee, and no more frequently than once every twenty-four (24) months, the Town shall have the right to inspect the Grantee's books and records pertaining to Grantee's provision of Cable Service in the Service Area at any time during Normal Business Hours at a reasonable time as determined by the parties, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Grantee may organize the necessary books and records for appropriate access by the Town. Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than five (5) years.

10.2. Information Disclosure. Notwithstanding anything to the contrary set forth herein, Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, or to disclose any of its or its affiliates books and records not relating to the provision of Cable Service in the Service Area. Grantee shall

not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

Section 11. **COMMUNICATIONS SALES AND USE TAX**

11.1. Application of Tax. The parties shall comply with all applicable requirements of the provisions of Section 58.1-645 of the Code of Virginia (the “Communications Sales and Use Tax”) in its current form and as it may be amended.

Section 12. **TRANSFER OF FRANCHISE**

12.1. Approval Required. No Transfer of the Franchise shall occur without the prior consent of the Town Council, provided that such consent shall not be unreasonably withheld, delayed or conditioned. No application for the approval of a Transfer shall be approved by the Town Council unless the transferee agrees in writing that it will abide by and accept all terms of this agreement, and that it will assume the obligations, liabilities and responsibility for all acts and omissions, known and unknown, of the incumbent Grantee under this agreement, for all purposes, including renewal, unless the Town Council, in its discretion, expressly waives all or part of this requirement.

12.2. No Consent Required. No such consent shall be required, however, for transactions excluded under the definition of a Transfer of the Franchise. Transfer of the Franchise shall be defined herein as it is defined in the Code of Virginia §15.2-2108.19, meaning any transaction in which (i) an ownership or other interest in the Grantee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that majority control of the Grantee is transferred; or (ii) the rights and obligations held by the Grantee under the Franchise are transferred or assigned to another Person or group of Persons. However, notwithstanding clauses (i) and (ii) of the

preceding sentence, a transfer of the cable Franchise shall not include (a) transfer of an ownership or other interest in the Grantee to the parent of the Grantee or to another affiliate of the Grantee; (b) transfer of an interest in the cable Franchise granted under this article or the rights held by the Grantee under the Franchise to the parent of the Grantee or to another affiliate of the Grantee; (c) any action that is the result of a merger of the parent of the Grantee; (d) any action that is the result of a merger of another affiliate of the Grantee; (e) a transfer in trust, by mortgage, or by assignment of any rights, title, or interest of the Grantee in the Franchise or the Cable System used to provide Cable Services in order to secure indebtedness.

12.3. Preservation of Town's Rights. In the case of any Transfer, regardless of whether consent of the Town Council is required, the transferee shall assume the obligations, liabilities and responsibility for all acts and omissions, known and unknown, of the incumbent Grantee under this agreement, for all purposes, including renewal, and agree to be bound by the terms of this Franchise.

12.4. Approval Does Not Constitute Waiver of Rights. Approval by the Town Council of a Transfer, or consummation of a Transfer permitted by Section 12.2, does not constitute a waiver or release of any of the rights of the Town Council under this agreement against the transferor Grantee, whether arising before or after the date of the Transfer.

Section 13. **RENEWAL OF FRANCHISE.**

13.1. Federal Law. The Town and Grantee agree that any proceedings undertaken by the Town that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546.

13.2. Needs Assessment. The Town agrees that if the Town issues a request for a proposal under 47 U.S.C. § 546(b), the Town shall provide the Grantee with copies of any assessments of future cable-related needs and interests or the past performance of the Grantee that were relied upon by the Town in preparing the request for proposal.

13.3. Informal Renewal. Notwithstanding anything to the contrary set forth herein, Grantee and the Town agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Town and Grantee may agree to undertake and finalize informal negotiations pursuant to 47 U.S.C. §546(h) regarding renewal of the then current Franchise and the Town may grant a renewal thereof.

13.4. Consistent with Law. Grantee and the Town consider the terms set forth in this Article 12 to be consistent with the express provisions of 47 U.S.C. § 546 and Virginia Code Section 15.2-2108.30.

Section 14. **ENFORCEMENT OR TERMINATION OF FRANCHISE**

14.1. Notice of Violation. If at any time the Town believes that Grantee has not complied with the terms of the Franchise, the Town shall make a good faith effort to informally discuss the matter with Grantee.

14.2. Grantee's Right to Cure or Respond Before seeking enforcement of the Franchise, the Town shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Noncompliance Notice"). Grantee shall have fifteen (15) business days from receipt of the Noncompliance Notice to: (i) respond to the Town, if Grantee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such fifteen

(15) day period, initiate reasonable steps to remedy such noncompliance and notify the Town of the steps being taken and the date by which cure is projected to be completed. Upon cure of any noncompliance, Town shall provide written confirmation that such cure has been affected. The foregoing 15-day cure period shall not apply to customer service obligations measured on a quarterly basis (“Quarterly Standards”), which shall be governed by Section 14.3.

14.3. Quarterly Standards. Upon written request from the Town, no later than thirty (30) days after the end of each calendar quarter, the Grantee shall provide the Town a written report demonstrating the Grantee’s level of compliance with each of the Quarterly Standards. If the Grantee fails to meet any Quarterly Standard in a calendar quarter, the Town shall have the right to begin the process of assessing liquidated damages pursuant to Section 14.4.4 by sending a Noncompliance Notice notifying the Grantee that the Grantee failed to comply with the Quarterly Standard in question, in order to inform the Grantee that the Grantee is not in compliance with such Quarterly Standard. Receipt of the Noncompliance Notice shall be deemed opportunity to cure. Upon submitting any report to the Town that demonstrates that the Grantee has not complied with a Quarterly Standard, or within fifteen (15) days after receipt of a Noncompliance Notice, the Grantee may submit information to the Town describing any extenuating circumstances related to any such noncompliance, and may request that the Town waive liquidated damages, as provided in Section 14.6. If the Grantee fails to meet the same Quarterly Standard in the immediately succeeding calendar quarter, the Town shall have the right to assess liquidated damages pursuant to Section 14.4.4 by sending a Notice of Assessment in accordance with Section 14.8.

14.4. Enforcement. Subject to applicable federal and state law and the terms and conditions of this Agreement, including Section 14.3, the Town may apply one or more of the following remedies if the Town determines that Grantee is in default of any provision of this Franchise:

14.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

14.4.2. Commence an action at law for monetary damages or seek other equitable relief; or

14.4.3. In the case of a default of a material provision of the Franchise, seek to revoke the Franchise in accordance with Section 14.10; or

14.4.4. Assess and collect liquidated damages as set forth in Section 14.5 of this Agreement; or

14.4.5. Apply any other remedy provided for in this Agreement or applicable federal, state or local laws.

14.5. Liquidated Damages. Because the Grantee's failure to comply with provisions of this Franchise may result in injury to the Town, because it may be difficult to quantify the extent of such injury, and in full satisfaction for the term of this Agreement of the obligations set forth in this Agreement, the Town and the Grantee agree that, subject to the procedures in Section 14.8, liquidated damages as set forth herein may be assessable against the Grantee for certain violations of provisions of this Franchise. On an annual basis from the Effective Date of this Franchise, liquidated damages in total will not exceed ten thousand dollars (\$10,000). The Grantee hereby waives any defense as to the validity of any liquidated damages stated in this Franchise Agreement on the grounds

that such liquidated damages are void as penalties or are not reasonably related to actual damages. The liquidated damages shall not apply when caused by Force Majeure events and shall only apply from the date of the Notice of Assessment as provided for in Section 14.8.

14.5.1. Failure to materially comply with requirements related to (i) the technical quality and reliability of the EG Channels, including without limitation downstream signal quality and reliability of return feeds from EG origination sites to the headend, and (ii) provision of Channel capacity for use as EG Channels: Three hundred dollars (\$300) for each violation for each day the violation continues.

14.5.2. Failure to comply with Customer Service Standards set forth in Section 9 of this Agreement, other than Quarterly Standards: One hundred dollars (\$100) for the first violation; two hundred fifty dollars (\$250) for any violation within 12 months after the first violation; and five hundred dollars (\$500) for any violation within 12 months after the second or any subsequent violation. Liquidated damages shall not be paid where the Subscriber is otherwise compensated by Grantee for the alleged non-compliance.

14.5.3. For violation of a Quarterly Standard: One thousand five hundred dollars (\$1,500);

14.5.4. For violation of applicable FCC technical standards: Two hundred fifty dollars (\$250) per day for each for each day the violation continues;

- 14.5.5. For failure to file, obtain, maintain or replenish the letter of credit in a timely fashion: two hundred fifty dollars (\$250) per day for each day the violation continues; and
- 14.5.6. For failure to comply with Section 7.1 (Courtesy Service to Public Facilities): Two hundred fifty dollars (\$250) per day for each day the violation continues;
- 14.5.7. For failure to comply with Section 5.1 (Cable System Characteristics): One Hundred dollars (\$100) per day for each day the violation continues; and
- 14.5.8. For a Transfer without approval as specified in Section 12: Five Hundred dollars (\$500) per day for each day the violation continues.
- 14.6. Waiver. The Town may reduce or waive any of the above-listed liquidated damages if the Town determines that such waiver is in the best interests of the Town.
- 14.7. Single Violation. For purposes of any liquidated damages assessments, all similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under any single one of the above-referenced categories.
- 14.8. Assessment of Liquidated Damages. In order to assess the liquidated damages set forth herein, the Town, following provision to the Grantee of a written Noncompliance Notice as set forth in Section 14.2 and the expiration of applicable cure periods, shall issue to the Grantee, by certified mail or other comparable means, a notice of intention to assess liquidated damages (“Notice of Assessment”). The Notice of Assessment shall set forth the basis of the assessment and shall inform the Grantee that liquidated damages will be assessed from the date of the notice. Unless the Town indicates to the contrary, or the violation is for a Quarterly Standard, liquidated damages shall be assessed beginning

with the date on which the Town sent the Notice of Assessment and continuing thereafter until such time as the violation ceases as determined by the Town. Payment by the Grantee of any assessment of liquidated damages shall be due thirty (30) days after the date of the Notice of Assessment. If Grantee objects to the Notice of Assessment, Grantee shall have the right to challenge the assessment in the Circuit Court for the Town, or in the United States District Court for the Western District of Virginia, Roanoke Division, and in no other courts, in which case the assessment will be stayed until the issue is decided by such court, or the parties resolve the matter in some other fashion. If Grantee does not, within the thirty-day period, make full payment or challenge the assessment in court, the Town may withdraw from Grantee's Letter of Credit the amount due. The Town may make one or more withdrawals from the Letter of Credit during and after any period in which a violation remains uncured, provided that the total withdrawn does not exceed the amount due for the period between the date of the Notice of Assessment and the date on which the violation is deemed cured by the Town.

14.9. Letter of Credit.

14.9.1. Grantee shall obtain within thirty (30) days of executing this Agreement, and maintain thereafter throughout the Agreement term, an irrevocable letter of credit in the amount of twenty-five thousand dollars (\$25,000) (the "Letter of Credit") from a financial institution reasonably acceptable to the Town ("Lending Institution"). The Letter of Credit shall be in a form substantially the same as the form attached hereto as Exhibit B and that is acceptable to the Town.

The Letter of Credit shall be used to ensure Grantee's compliance with the material terms and conditions of this Agreement.

14.9.2. Grantee shall file with the Town a complete copy of the Letter of Credit (including all terms and conditions applying to the letter of credit) and keep such copy current with respect to any changes over the term of the Agreement.

14.9.3. If the Town notifies the Grantee of any amounts due to the Town pursuant to this Agreement or applicable law, including, without limitation, liquidated damages assessed pursuant to Section 14.5, and the EG Capital Grant provided for in Section 8.1, and the Grantee does not make such payment within thirty (30) days, the Town may draw upon the Letter of Credit by presentation of a draft at sight drawn on the Lending Institution, accompanied by a written certificate signed by the Town Manager certifying that Grantee has failed to comply with this Agreement and stating the specific reason therefor and the basis for the amount being withdrawn.

14.9.4. In the event the Lending Institution serves notice to the Town that it elects not to renew the Letter of Credit, the Grantee shall provide a substitute Letter of Credit, in substantially the same form as that attached hereto as Exhibit B from a Lending Institution approved by the Town, before the effective Letter of Credit expires.

14.9.5. No later than thirty (30) days after mailing of notification to the Grantee by certified mail, return receipt requested, of a withdrawal under the Letter of Credit, the Grantee shall restore the amount of the Letter of Credit to the total amount specified herein, unless the Grantee has disputed the basis for the

original withdrawal, in which case the obligation to restore shall be suspended until a final non-appealable decision on the dispute has been issued by a court of competent jurisdiction authority as provided in Section 14.8.

14.9.6. The rights reserved to the Town with respect to the Letter of Credit are in addition to all other rights of the Town, whether reserved by this Agreement or otherwise authorized by law, and no action, proceeding or right with respect to the Letter of Credit shall affect any other right the Town has or may have.

14.9.7. No recovery by the Town of any sum by reason of the Letter of Credit required in Section 14.9.1 of this Agreement shall be any limitation upon the liability of Grantee to the Town under the terms of this Agreement, except that any sums so received by the Town shall be deducted from any recovery which the Town shall establish against Grantee under the terms of this Agreement.

14.10. Revocation. Should the Town seek to revoke this Franchise after following the procedures set forth above in Section 14.2 of this Article, the Town shall give written notice to Grantee of such intent. The notice shall set forth the specific nature of the noncompliance. The Grantee shall have sixty (60) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the Town has not received a satisfactory response from Grantee, it may then seek termination of the Franchise at a public hearing before the Town Council. The Town shall provide the Grantee, at least thirty (30) days written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

- 14.10.1. At the designated hearing, Grantee shall be provided a fair opportunity for full participation in accordance with applicable law, including the right to be represented by legal counsel.
- 14.10.2. In making any decision to revoke the Franchise, the Town shall apply the standards provided by applicable law. Grantee shall have the right to appeal any revocation in the Circuit Court for Franklin County, Virginia, or in the United States District Court for the Western District of Virginia, Roanoke Division, and in no other courts.
- 14.10.3. The Town may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Town's rights under the Franchise in lieu of revocation of the Franchise. The Town may also, in lieu of revocation, grant additional time to the Grantee to effect a cure of any default.

Section 15. **INSURANCE AND INDEMINIFICATION**

- 15.1. **Insurance Coverage.** Grantee shall maintain in full force and effect, at its own cost and expense, during the Franchise Term, the following insurance coverage:
 - 15.1.1. Commercial General Liability Insurance in the amount of five million dollars (\$5,000,000) combined single limit and five million dollars (\$5,000,000.00) aggregate for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Grantee's Cable Service business in the Town.
 - 15.1.2. Automobile Liability Insurance in the amount of minimum bodily injury coverage for each occurrence of \$2,000,000 and property damage coverage of

not less than \$1,000,000 per occurrence. Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Virginia.

- 15.1.3. Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: one hundred thousand dollars (\$100,000); and (B) Bodily Injury by Disease: one hundred thousand dollars (\$100,000) employee limit; five hundred thousand dollars (\$500,000) policy limit.

15.2. Insurance Terms.

- 15.2.1. The Town shall be designated as additional insured under each of the insurance policies required in this Article 9 except Workers' Compensation and Employers' Liability Insurance.
- 15.2.2. Grantee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Agreement.
- 15.2.3. All policies shall be issued by companies qualified to write insurance in the Commonwealth of Virginia and which maintain throughout the policy term a general rating of A-VII and a financial size category of "A:X" as determined by AM Best Rating Company.
- 15.2.4. Grantee shall deliver to the Town Certificates of Insurance showing evidence of the required coverage within thirty (30) days after the Effective Date, and upon written request thereafter.

15.3. Indemnification Provisions.

- 15.3.1. Grantee agrees to indemnify, save and hold harmless, and defend the Town, its officers, agents, boards and employees, from and against any liability for damages or claims resulting from tangible property damage or bodily injury

(including accidental death), to the extent proximately caused by any of Grantee's acts or omissions in its construction, operation, or maintenance of its Cable System, provided that the Town shall give Grantee written notice of its obligation to indemnify the Town in a timely fashion, not to exceed thirty (30) days of receipt of a claim or action or such reasonable time based on the type and scope of such claim or action made pursuant to this subsection. Notwithstanding the foregoing, Grantee shall not indemnify the Town, for any damages, liability or claims resulting from the willful misconduct or negligence of the Town, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Grantee in connection with EG Access Channels or EAS, or the distribution of any Cable Service over the Cable System.

- 15.3.2. With respect to Grantee's indemnity obligations set forth in Section 9.2.1, Grantee shall provide the defense of any claims brought against the Town and the Town may select its counsel to defend the claim, subject to the consent of the Grantee, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Town from cooperating with the Grantee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Town, Grantee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Grantee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such

proposed settlement includes the release of the Town and the Town does not consent to the terms of any such settlement or compromise, Grantee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such settlement.

15.3.3. The Town shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation committed by the Town for which the Town is legally responsible, subject to any and all defenses and limitations of liability provided by law. The Grantee shall not be required to indemnify the Town for acts of the Town which constitute willful misconduct or negligence on the part of the Town, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

Section 16. **FORCE MAJEURE**

16.1. Force Majeure Definition. An event or events reasonably beyond the ability of the Grantee to anticipate and control. “Force Majeure” includes, but is not limited to, severe or unusual weather conditions, strike, labor disturbance, lockout, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, action or inaction of any government instrumentality or public utility including condemnation, accidents for which the Grantee is not primarily responsible, fire, flood or other act of God, sabotage, work delays because utility providers denied or delayed the Grantee access to utility poles to which the Grantee’s Cable System is attached, and unavailability of materials and/or qualified labor to perform the work necessary if such

acquisition of qualified labor would be commercially impracticable as defined in 47 U.S.C. § 545(f).

16.2. Force Majeure Conditions. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

Section 17. **NON-DISCRIMINATION.**

The Grantee shall adhere to the Equal Employment Opportunity regulations of the FCC and to all federal, state, and local laws, and executive orders pertaining to discrimination, equal employment opportunity, and affirmative action, that are applicable to the Grantee.

Section 18. **MISCELLANEOUS PROVISIONS**

18.1. Counterpart Copies. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

18.2. Nonwaiver. The Grantee agrees that the Town's waiver or failure to enforce or require performance of any term or condition of this Agreement or the Town's waiver of any particular breach of this Agreement by the Grantee extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions or this Agreement except as set forth herein, or a waiver of any other breaches of this Agreement by the Grantee, and does not bar the Town from requiring the Grantee to comply with all the terms and conditions of this Agreement and does not bar the Town from asserting any and all rights and/or remedies the Town has or might have against the Grantee under this Agreement or by law.

- 18.3. Rights of Third Parties. Nothing herein shall be construed to give any Person other than the Grantee or the Town a right to assert any claim or cause of action against the Grantee or the Town, its employees, elected or appointed officials, officers, boards, authorities, commissions, committees, commissioners, or agents.
- 18.4. Forum Selection and Choice Of Law. By virtue of entering into this Agreement, the Grantee submits itself to a court of competent jurisdiction in Rocky Mount, Virginia, and further agrees that this Agreement is controlled by the laws of the Commonwealth of Virginia (and, where applicable, federal law), and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia (and, where applicable, federal law).
- 18.5. Captions and Headings. The section captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 18.6. Faith Based Organization. Pursuant to Virginia Code Section 2.2-4343.1, are advised that the Town does not discriminate against faith-based organizations.
- 18.7. Notice. Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, or sent via recognized national overnight courier service to the addressees below. Notwithstanding the foregoing, notices required by 47 C.F.R. 76.1603 may be sent via electronic mail. Each party may change its designee by providing written notice to the other party.

Notices to Grantee shall be mailed to:

Cox Communications – Virginia
ATTN: Senior Vice President/Region Manager
1341 Crossways Blvd.

Chesapeake, VA 23320

with a copy to:

Cox Communications – Virginia
ATTN: Government Affairs
1341 Crossways Blvd.
Chesapeake, VA 23320

and

Cox Communications
ATTN: Vice President of Government Affairs
6205B Peachtree-Dunwoody Road
Atlanta, GA 30328

Notices to the Town shall be mailed to:

Rocky Mount Town Manager
345 Donald Avenue
Rocky Mount, VA 24151

with copies to:

Rocky Mount Town Attorney
345 Donald Avenue Rocky Mount, VA 24151

18.8. Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior offers, negotiations, and agreements among the parties. No amendment to this Agreement shall be valid unless made in writing and signed by the parties hereto.

18.9. Exhibits.

EXHIBIT A: Definitions

EXHIBIT B: Sample Letter of Credit

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF AND AGREED TO THIS ____ DAY OF _____, 2023, the parties hereto have signed this Agreement by their authorized representatives.

Town of Rocky Mount, Virginia

By: _____
Robert J. Wood
Town Manager

CoxCom, LLC

By: _____
JD Myers, II
SVP and Region Manager

EXHIBIT A

DEFINITIONS

1. "Cable Service" shall have the same meaning as ascribed to the term "cable service" in the Cable Act.
2. "Cable System" shall have the same meaning as ascribed to the term "cable system" in the Cable Act.
3. "Channel" shall mean a portion of the electromagnetic frequency spectrum that is used in the Grantee's Cable System and that is capable of delivering a video signal as that term is defined by the FCC as of the Effective Date of this Agreement.
4. "Council" means the Town Council of the Town of Rocky Mount.
5. "EG" shall mean any Channel required by this Franchise Agreement to be provided by the Grantee and set aside for educational or governmental use.
6. "EG Access Channels" shall refer to the channel capacity on a System devoted to EG Access.
7. "FCC" shall mean the Federal Communications Commission or its successor.
8. "Franchise" shall mean the franchise granted pursuant to this Agreement.
9. "Gross Revenues" shall mean all revenue, as determined in accordance with generally accepted accounting principles, that is actually received by Cox and derived from the operation of the Cable System to provide Cable Services in the Franchise Area; "Gross Revenue" shall not include: (i) refunds or rebates made to Subscribers or other third parties; (ii) any revenue which is received from the sale of merchandise over home shopping channels carried on the Cable System, but not including revenue received from home shopping channels for the use of the Cable Service to sell merchandise; (iii) any tax, fee, or charge collected by Cox and remitted to a governmental entity or its agent or designee, including without limitation a local public access or education group; (iv) program launch fees; (v) directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing; (vi) a sale of Cable Service for resale or for use as a component part of or for the integration into Cable Services to be resold in the ordinary course of business, when the reseller is required to pay or collect franchise fees or similar fees on the resale of the Cable Service; (vii) revenues received by any affiliate or any other Person in exchange for supplying goods or services used by Cox to provide Cable Service; and (viii) revenue derived from services classified as Non-Cable Services under federal law, including, without limitation, revenue derived from telecommunications services and information services, and any other revenues attributed by Cox to Non-Cable Services in accordance with rules, regulations, standards, or orders of the Federal Communications Commission.
10. "Home" shall mean any single-family dwelling unit, whether a house, apartment, trailer or mobile home, rented room or otherwise.

11. "Person" shall mean any individual, firm, partnership, association, corporation, company, trust, or entity of any kind, but shall not include the County, the City, or the Town.
12. "PEG Access" shall mean public, educational and/or governmental use as provided in the Cable Act (47 U.S.C. §531).
13. "Service Area" shall mean the geographical area in the County, City or Town, as the context may require, in which a Grantee is authorized by a Franchise to construct its System and to provide Cable Service; provided, however, that until the Grantee offers Cable Service throughout such Service Area, a Grantee's Service Area shall be such lesser portion in which it offers Cable Service.
14. "Streets" shall mean all public streets, roads, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parkways, alleys, and all other public rights-of-way within or belonging to the County, City or Town, as the context may require.
15. "Subscriber" shall mean a Person lawfully receiving Cable Service on the Grantee's Cable System.
16. "Town" shall mean the Town of Rocky Mount, Virginia.
17. "VDOT" shall mean the Virginia Department of Transportation.

EXHIBIT B

Sample Letter of Credit

FORM OF IRREVOCABLE LETTER OF CREDIT

[Bank Letterhead]

_____, _____, 2023

Irrevocable Standby Letter of Credit

Letter of Credit No. _____

Issue Date: _____, 2023

Expiry Date: _____

Amount: \$20,000 (USD Twenty Thousand and 00/100)

TOWN OF ROCKY MOUNT, VIRGINIA

TOWN MANAGER

345 DONALD AVENUE

ROCKY MOUNT, VA 24151

Dear Town Manager:

We hereby issue this irrevocable standby letter of credit for the above amount in the favor of the Town of Rocky Mount, Virginia, beneficiary, which is available for payment of the beneficiary's sight drafts drawn on _____ Bank bearing the clause, "**Drawn under** _____ **Bank Letter of Credit Number** _____", accompanied by the following documents:

This Letter of Credit and a certified statement signed by the Town Manager or other designated Town Official of the Town of Rocky Mount, Virginia, stating that CoxCom, LLC d/b/a Cox Communications Roanoke, has not complied with the terms and conditions of a Cable Television Franchise Agreement, by and between CoxCom, LLC d/b/a Cox Communications Roanoke, as "Payors", and the Town as "Town" or "Holder", in the original principal amount of \$20,000 and dated _____, 2018, ("Contract"), and that the amount of funds requested are due to the Town of Rocky Mount, Virginia, for CoxCom, LLC d/b/a Cox Communications Roanoke's failure to comply with the terms of the Franchise Agreement.

This irrevocable letter of credit sets forth in full the terms of our undertaking. This undertaking shall not in any way be modified, amended, or amplified by reference to any document or contract referred to herein.

This irrevocable letter of credit shall remain in full force until and including 10 years after the date of execution of the Franchise Agreement, and shall automatically renew itself from year to year thereafter

unless and until _____ Bank shall give ninety (90) days prior notice to the Town of Rocky Mount, Virginia, by certified mail, return receipt requested, of its intent to terminate the same at the expiration of the ninety (90) day period. During the last thirty (30) days during which the letter of credit is in full force and effect, the Town may draw up to the full amount available under the letter of credit with a draft accompanied by a document stating CoxCom, LLC d/b/a Cox Communications Roanoke, or its agent has not complied with the Franchise Agreement or CoxCom, LLC d/b/a Cox Communications Roanoke has not provided an acceptable substitute irrevocable letter of credit.

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of this letter of credit shall be duly honored if presented together with document(s) as specified and the original of this credit, at our office located at _____ Roanoke, Virginia _____ on or before 12:00 noon on the above stated expiry date or any renewal thereof.

Except as otherwise expressly stated herein, this letter of credit is subject to the Uniform Customs and Practice for Documentary Credits, established by the International Chamber of Commerce, as in effect on the date of issuance of this credit.

Sincerely,

_____ Bank

Signed _____

Title: _____

RESOLUTION No: 2023.006

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ROCKY MOUNT, VIRGINIA, TO ACCEPT, APPROVE, GRANT, AND AWARD A NON-EXCLUSIVE FRANCHISE AGREEMENT WITH COX COMMUNICATIONS

WHEREAS, Virginia Code § 15.2-2108.20 authorizes localities such as Rocky Mount to grant negotiated cable franchises in accordance with Title VI of the Communications Act of 1934, as amended, 47 U.S.C. § 521, et seq.; and

WHEREAS, pursuant to that authority and all other applicable provisions of Virginia law, the Town Council of the Town of Rocky Mount, Virginia, adopted the provisions of the Town of Rocky Mount Cable Television Ordinance adopted January 9, 2017.

WHEREAS, the Town Council of the Town of Rocky Mount, Virginia finds that the terms and conditions of the proposed cable franchise agreement between the Town of Rocky Mount and Cox Communications ("Franchise Agreement") meets the cable needs and interests of the residents of Rocky Mount; and

WHEREAS, the Town Council further finds the terms of the franchise agreement to be competitively neutral and not more favorable or less burdensome than the existing franchise agreement the Town negotiated with Shenandoah Cable Television LLC, locally known as SHENTEL.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Rocky Mount, Virginia, hereby accepts, approves, grants, and awards a non-exclusive franchise to provide cable service in the Town of Rocky Mount, pursuant to the terms and conditions of the Franchise Agreement, which is hereby incorporated into this resolution.

This resolution is adopted as of April 10, 2023.

AYES:

NAYS:

TOWN OF ROCKY MOUNT

BY: _____
C. Holland Perdue, III, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

NOTICE OF PUBLIC HEARING PROPOSED CABLE FRANCHISE TOWN OF ROCKY MOUNT

The Council of the Town of Rocky Mount gives notice to all interested parties that the Town Council will hold a public hearing on April 10, 2023, at 6:00 p.m., or as soon thereafter as practical, in the Council Chambers of the Municipal Building, 345 Donald Avenue, Rocky Mount, Virginia, pursuant to Virginia Code Section 15.2-2108.19, et seq. At this public hearing, the citizens shall have an opportunity to be heard on the topics of economic considerations, impact on private rights, impact on public convenience, public need, potential benefit, and other relevant factors relating to the proposed negotiated franchise agreement with Cox Communications.

The full text of the negotiated cable franchise agreement is on file and available for inspection and review during regular business hours in the office of the Town Clerk located in the Municipal Building, 345 Donald Avenue, Rocky Mount, Virginia.

Upon the completion of the public hearing, the Council will consider any revisions suggested for the negotiated cable franchise agreement and the adoption of a resolution to accept, approve, grant, and award a non-exclusive franchise agreement with Cox Communications to provide cable service in the Town of Rocky Mount, pursuant to the terms and provisions of the franchise agreement and the provisions of the Town of Rocky Mount Cable Television Ordinance adopted January 9, 2017.

Rebecca H. Dillon, Town Clerk



**ROCKY MOUNT TOWN COUNCIL
REGULAR MEETING MINUTES**

**March 13, 2023
6:00 p.m.**

The following members
of Council were present:

Mayor C. Holland Perdue III
Vice Mayor Billie W. Stockton
Council Member A. Ralph Casey
Council Member David K. Clements
Council Member J. Tyler Lee
Council Member Benjamin K. Mullins
Council Member Mark H. Newbill

The following staff
members were also
present:

John T. Boitnott, Town Attorney
Robert J. Wood, Town Manager
Vincent Copenhaver, Finance Director, CPA
Rebecca H. Dillon, Town Clerk/Executive Admin. Assistant
Jason Divers, 1st Sergeant of Patrol/RMPD
Kevin Adkins, Water Treatment Plant Superintendent
Jessica Heckman, Planning & Zoning Administrator
Mark Lovern, 1st Sergeant /RMPD
Mark Moore, Assistant Town Manager
Shawn E. Richardson, Lieutenant of Investigations
Brian Schofield, Public Works Superintendent
Phillip Young, Chief of Police

The Regular Council Meeting of the Rocky Mount Town Council (hereafter referred to as "Council") was held in the Council Chambers of the Rocky Mount Municipal Building located at 345 Donald Avenue, Rocky Mount, Virginia, with Mayor C. Holland Perdue III presiding.

1. Roll Call

The Town Clerk called each member of the Rocky Mount Town Council by name to account for all members present.

2. Pledge of Allegiance

Mayor Perdue led in saying the pledge of allegiance.

3. Approval of Agenda

Prior to the meeting, Council received the agenda for review and consideration. Mayor Perdue amended the agenda to add the 150th Anniversary History Highlight under Special Items.

Motion: To approve the amended agenda

Motion By: Council Member Newbill

Seconded: Council Member Mullins

Motion Discussion: None

Ayes: (6): Vice Mayor Stockton, Council Member Casey, Council Member Clements, Council Member Lee, Council Member Mullins, and Council Member Newbill.

Approved (6 to 0)

4. Special Items

4.1 Resolution – J&J Fashions 55 Years in Business

Mayor Perdue read aloud the resolution prepared sharing highlights with the public.

150th Anniversary History Highlight:

Cultural Development Director Pinard shared the beginning of the town now known as Rocky Mount.

When Franklin County was formed in 1785 around the iron industry, Rocky Mount became the county seat, and its first court was held in January 1786 at the home of James

Calloway's ironworks at the furnace (today known as the old iron furnace). By April 1786, a log courthouse was built near today's courthouse. James Calloway and Thomas Hill owned the old log courthouse at that time. At the new courthouse, Calloway constructed a tavern, an office, a dairy, and two houses. When James Calloway and Thomas Hill refused to sell lots to anyone else, citizens managed to get an act through the General Assembly asking the county justices to redetermine the center of the county in order to relocate the county seat. One half acre lots were laid off and Mount Pleasant was established. This pushed Calloway and Hill into selling some of their lots so the county seat would not be moved. In 1804, the town of Mount Pleasant was formed in 1804 and was mapped out on the east side of Maple Avenue in what we now know as Rocky Mount where it continued its existence until 1873 when a new act incorporated both villages into a small town called Rocky Mount.

In 1839, the isolated little town formed a closer link with the outside world in the section of the Pennsylvania, Franklin, and Botetourt Turnpike from Rocky Mount to Big Lick or known now as Roanoke, was completed. Many items such as agricultural crops and the iron industry's products, began moving along the turnpike and shifting to wider markets. There were animals such as herds of cattle, droves of hogs, and sheep, being moved along the turnpike, are a part of the county's colorful lore.

In 1880 Rocky Mount opened up even more when the Franklin and Pennsylvania Railroad came to Rocky Mount. The East West Line connected into the Southern Railroad that linked Lynchburg and Danville. In 1892, the Pumpkin Vine at the Roanoke Southern Railway was completed and enable travel to Winston-Salem, North Carolina. This railway went by the now known as Rocky Mount Train Depot, where folks would gather and watch to see who would get on and off of the railway.

The little town known as Rocky Mount that was originally settled on high dry land, (where the now existing courthouse is) was due to the land downtown being muddy, and wet without proper drainage. But now the town could be expanded on as the uptown and downtown we know today because the railway provided a means of transportation without having to travel through muddy, wet roads with mud holes that were exceedingly rough from one place to another. This is why Rocky Mount has an uptown and a downtown because at that time, the transportation was centered around the railroad.

5. Committee Reports

5.1 Public Safety & Utilities Committee Meeting February 21, 2023

The committee report was included in the information with the packet.
No action was needed at this time.

5.2 Charter Review Committee February 27, 2023

The committee report was included in the information with the packet and the recommendation from the committee meeting will be shared during the public hearing.

6. Approval of Draft Minutes

- February 13, 2023 – Regular Town Council Meeting Draft Minutes

Motion: To approve the draft minutes as presented.

Motion By: Council Member Casey

Seconded: Council Member Newbill

Motion Discussion: None

Ayes: (6): Vice Mayor Stockton, Council Member Casey, Council Member Clements, Council Member Lee, Council Member Mullins, and Council Member Newbill

Approved (6 to 0)

- February 27, 2023 – Special Called Town Council Meeting Draft Minutes

Motion: To approve the draft minutes as presented.

Motion By: Council Member Casey

Seconded: Council Member Newbill

Motion Discussion: None

Ayes: (6): Vice Mayor Stockton, Council Member Casey, Council Member Clements, Council Member Lee, Council Member Mullins, and Council Member Newbill

Approved (6 to 0)

7. Approval of Consent Agenda

This month's consent agenda consists of the following items:

7.1 Miscellaneous Action

Amended budget calendar

7.2 Miscellaneous Resolutions/Proclamations

7.3 Departmental Monthly Reports

Community Development Department

Finance Department

Fire Department

Police Department

Public Works Department

Wastewater Department

Water Department

Motion: To approve the consent agenda as presented

Motion By: Council Member Mullins

Seconded: Council Member Casey

Motion Discussion: None

Ayes: (6): Vice Mayor Stockton, Council Member Casey, Council Member Clements, Council Member Lee, Council Member Mullins, and Council Member Newbill

Approved (6 – 0)

8. Public Hearing

8.1 Adoption of Resolution for Amendments to Town Charter

The Charter Review Committee met twice to review and discuss potential changes to the charter. Council was given the proposed changes in their packet prior to the meeting.

As required by the Code of Virginia, this Public Hearing was advertised in the newspaper. After the public hearing is held, if Council wishes to proceed, a resolution will be adopted and the resolution with the approved changes to the charter amendments, will be sent to the Virginia General Assembly in Richmond where a request would be entered for the General Assembly to review the amendments and hopefully approve the amendments in the next General Assembly session in 2024.

No one signed up to speak.

Motion: To approve the adoption of proposed amendments as presented.

Motion By: Council Member Mullins

Seconded: Vice Mayor Stockton

Motion Discussion: None

Mayor Perdue asked for a roll call vote:

MEMBERS	ATTENDANCE	VOTE
Vice Mayor Stockton	Present	Yes
A. Ralph Casey	Present	Yes
David K. Clements	Present	Yes
J. Tyler Lee	Present	Yes
Benjamin K. Mullins	Present	Yes
Mark H. Newbill	Present	Yes
Mayor, C. Holland Perdue III	Present	Yes

Ayes: (7): Vice Mayor Stockton, Council Member Casey, Council Member Clements, Council Member Lee, Council Member Mullins, Council Member Newbill, and Mayor C. Holland Perdue III

Approved (7 – 0)

9. Hearing of Citizens

Mr. David Phillips, of 133 Claiborne Avenue, Rocky Mount spoke regarding the amount of travel and speed of vehicles on Claiborne Avenue with children playing on the street particularly in the curve of the street was of great concern.

10. New Business

10.1 Town Partnership with Franklin County High School Electrical Class on Lighting Upgrades at Wastewater Treatment Plant.

Assistant Town Manager Moore shared with Council the partnership between Franklin County High School and Wastewater Treatment Plant Superintendent Dennis “Moe” Potter. Superintendent Potter coordinated with the school’s electrical class to fill a need the wastewater plant had to upgrade the plant’s lighting to LEDs. Superintendent Potter worked to provide the class with the supplies needed, and the class did the work to upgrade the lighting. The class received the experience of learning to do the electrical work at substantial savings to the town.

10.2 Capital Improvement Plan (CIP) for Fiscal Years 2024-2028

Finance Director Copenhagen shared with Council the Five-Year Capital Improvement Plan that went out to Council in their packet.

The CIP is not an appropriation but is a planning tool that is used to help staff identify capital projects and equipment purchases for each year, that when approved for further consideration, may lead to inclusion in an annual budget where the actual purchase or expenditure would be approved by Council.

No action was needed at this time.

15. Adjournment

Motion: To adjourn

Time: 6:19 p.m.

Motion By: Vice Mayor Stockton

Seconded By: Council Member Casey

Motion Discussion: None

Ayes: (6): Vice Mayor Stockton, Council Member Casey, Council Member Clements, Council Member Lee, Council Member Mullins, and Council Member Newbill

Approved (6 – 0)

Action: Meeting was adjourned

C. Holland Perdue III, Mayor

ATTEST:

Rebecca H. Dillon, Town Clerk



**ROCKY MOUNT TOWN COUNCIL
SPECIAL CALLED MEETING MINUTES**

**March 14, 2023
5:00 p.m.**

The following members
of Council were present:

Mayor C. Holland Perdue III
Vice Mayor Billie W. Stockton
Council Member A. Ralph Casey
Council Member David K. Clements
Council Member J. Tyler Lee
Council Member Benjamin K. Mullins
Council Member Mark H. Newbill

The following staff
members were also
present:

John T. Boitnott, Town Attorney
Robert J. Wood, Town Manager
Rebecca H. Dillon, Town Clerk/Executive Admin. Assistant
Mark Moore, Assistant Town Manager

The Regular Council Meeting of the Rocky Mount Town Council (hereafter referred to as "Council") was held in the Council Chambers of the Rocky Mount Municipal Building located at 345 Donald Avenue, Rocky Mount, Virginia, with Mayor C. Holland Perdue III presiding.

1. Roll Call

The Town Clerk called each member of the Rocky Mount Town Council by name to account for all members present.

2. Approval of Agenda

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

Motion: To approve the agenda as presented

Motion By: Council Member Newbill

Seconded: Council Member Mullins

Motion Discussion: None

Ayes: (6): Vice Mayor Stockton, Council Member Casey, Council Member Clements, Council Member Lee, Council Member Mullins, and Council Member Newbill.

Approved (6 to 0)

3. Closed Meeting and Action

Motion: To go into closed session under the Virginia Code Section cited below.

Time: 5:01 p.m.

Virginia Code Section:

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.

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.

Motion By: Council Member Lee

Second: Council Member Casey

Motion Discussion: None

Action: To go into a closed meeting

Ayes: (6): Vice Mayor Stockton, Council Member Casey, Council Member Clements, Council Member Lee, Council Member Mullins, and Council Member Newbill

Approved (6 – 0)

Going Into Closed Session

Returning from Closed Session

Town Clerk Dillon Stated the Recording had Resumed

Time: 5:27 p.m.

Motion: To move out of closed session

Motion By: Council Member Lee

Seconded By: Vice Mayor Stockton

Motion Discussion: None

Ayes: (6): Vice Mayor Stockton, Council Member Casey, Council Member Clements, Council Member Lee, Council Member Mullins, and Council Member Newbill

Approved (6 – 0)

Certificate of Closed Meeting Discussion:

Council certified unanimously that nothing was discussed in the closed meeting other than what was stated in the motion to enter the closed meeting. No action was taken during the closed meeting.

Whereas, the Rocky Mount Town Council has convened a closed meeting on Monday, February 13, 2023, 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 (1950), as amended, 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.

C. Holland Perdue III, Mayor

Mayor Perdue Called for a Roll Call Vote for each Council Member to Certify Discussion During the Closed Meeting.

A ROLL CALL VOTE WAS REQUIRED:

MEMBERS	ATTENDANCE	VOTE
Vice Mayor Stockton	Present	Certify
A. Ralph Casey	Present	Certify
David K. Clements	Present	Certify
J. Tyler Lee	Present	Certify
Benjamin K. Mullins	Present	Certify
Mark H. Newbill	Present	Certify
Mayor, C. Holland Perdue III	Present	Certify

Certified: (7): Vice Mayor Stockton, Council Member Casey, Council Member Clements, Council Member Lee, Council Member Mullins, Council Member Newbill, and Mayor C. Holland Perdue III

Recess Called by Mayor Perdue

Motion: To recess

Time: 5:30 p.m.

Motion By: Council Member Lee

Seconded By: Vice Mayor Stockton

Motion Discussion: None

Ayes: (6): Vice Mayor Stockton, Council Member Casey, Council Member Clements, Council Member Lee, Council Member Mullins, and Council Member Newbill

Approved (6 – 0)

Action: Meeting was recessed

Motion to Resume Meeting

Time: 6:10 p.m.

Motion By: Council Member Mullins

Seconded By: Vice Mayor Stockton

Motion Discussion: None

Ayes: (6): Vice Mayor Stockton, Council Member Casey, Council Member Clements, Council Member Lee, Council Member Mullins, and Council Member Newbill

Approved (6 – 0)

Mayor Perdue asked for a Roll Call Vote to Authorize the Mayor to sign the Memorandum of Understanding with the Economic Development Authority:

MEMBERS	ATTENDANCE	VOTE
Vice Mayor Stockton	Present	Yes
A. Ralph Casey	Present	Yes
David K. Clements	Present	Yes
J. Tyler Lee	Present	Yes
Benjamin K. Mullins	Present	Yes
Mark H. Newbill	Present	Yes
Mayor, C. Holland Perdue III	Present	Yes

Ayes: (7): Vice Mayor Stockton, Council Member Casey, Council Member Clements, Council Member Lee, Council Member Mullins, Council Member Newbill, and Mayor C. Holland Perdue III

Approved (7 – 0)

Recess Again Called by Mayor Perdue

Motion: To recess

Time: 6:12 p.m.

Motion By: Council Member Newbill

Seconded By: Council Member Mullins

Motion Discussion: None

Ayes: (6): Vice Mayor Stockton, Council Member Casey, Council Member Clements, Council Member Lee, Council Member Mullins, and Council Member Newbill

Approved (6 – 0)

Action: Meeting was recessed again

Motion to Resume Meeting:

Time: 6:16 p.m.

Motion By: Vice Mayor Stockton

Seconded By: Council Member Clements

Motion Discussion: None

Ayes: (6): Vice Mayor Stockton, Council Member Casey, Council Member Clements, Council Member Lee, Council Member Mullins, and Council Member Newbill

Approved (6 – 0)

4. **Adjournment**

Motion: To adjourn

Time: 6:17 p.m.

Motion By: Council Member Casey

Seconded By: Vice Mayor Stockton

Motion Discussion: None

Ayes: (6): Vice Mayor Stockton, Council Member Casey, Council Member Clements,
Council Member Lee, Council Member Mullins, and Council Member
Newbill

Approved (6 – 0)

Action: Meeting was adjourned

C. Holland Perdue III, Mayor

ATTEST:

Rebecca H. Dillon, Town Clerk



**ROCKY MOUNT TOWN COUNCIL & PLANNING COMMISSION
JOINT WORKSESSION
MEETING MINUTES**

**March 20, 2023
6:00 p.m.**

The following members
of Council were present:

Mayor C. Holland Perdue III
Vice Mayor Billie W. Stockton
Council Member A. Ralph Casey
Council Member David K. Clements
Council Member J. Tyler Lee
Council Member Benjamin K. Mullins

Absent: Council Member Mark H. Newbill

The following members
of the Planning Commission
were present:

Chair Janet Stockton
Vice Chair Bud Blanchard
Commission Member William Bell
Commission Member Ina Clements
Commission Member John Tiggle
Commission Member Will Waller

The following staff
members were also
present:

Robert J. Wood, Town Manager
Rebecca H. Dillon, Town Clerk/Executive Admin. Assistant
Jessica Heckman, Planning & Zoning Administrator
Mark Moore, Assistant Town Manager

The Joint Work Session of the Rocky Mount Town Council (hereafter referred to as "Council") and the Planning Commission (hereafter referred to as "Commission") to begin

the Zoning and Subdivision Ordinance Update was held at the Rocky Mount Train Depot located at 52 Franklin Street in Rocky Mount, Virginia, with Mayor C. Holland Perdue III presiding in conjunction with Chair Janet Stockton.

1. Roll Call

The Town Clerk called each member of the Rocky Mount Town Council and each member of the Planning Commission by name to account for all members that were present.

2. Approval of Agenda

Prior to the meeting, Council and the Commission received the agenda for review and consideration.

Motion: To approve the agenda as presented

Motion By: Council Member Clements

Seconded: Vice Mayor Stockton

Motion Discussion: None

Ayes: (5): Vice Mayor Stockton, Council Member Casey, Council Member Clements, Council Member Lee, and Council Member Mullins

Approved (5 to 0)

3. Joint Town Council and Planning Commission Kickoff – Zoning & Subdivision Ordinance Update

3.1 Berkley Group Agenda & Materials

Ms. Rebecca Cobb, Deputy Director of Planning for the Berkley Group introduced herself to the work session participants as well as Ms. Cecile Newcomb, Senior Planner with the Berkley Group as Ms. Cobb began covering what Council and the Commission could expect from the Berkley Group while going through the process of the update.

The Berkley Group gave handouts to everyone that outlined on paper the expectations and the timeline of the ordinance update.

The Berkley Group shared with everyone in attendance that in a few weeks the group will be holding focus groups and if anyone knew of someone they would like to invite, please pass their name to Town Planner Heckman to be included.

A projection overview was shared with both groups while questions were encouraged and answers given. There was some discussion regarding how to get surveys out to the public and how to input the information received. Town Staff weighed the cost of mailing out versus other ways to receive the citizen's input.

Though a date has not been set at this time, the next joint work session will be in May.

Future work session dates will be provided to the town by the Berkley Group and can be decided upon by town staff through a choice of prepicked dates and times.

A public hearing will be held closer to the time of completion.

The expected completion date is November of 2024.

4. **Adjournment**

Motion: To adjourn

Time: 6:42 p.m.

Motion By: Vice Mayor Stockton

Seconded By: Council Member Clements

Motion Discussion: None

Ayes: (5): Vice Mayor Stockton, Council Member Casey, Council Member Clements,
Council Member Lee, and Council Member Mullins

Approved (5 – 0)

Action: Meeting was adjourned

C. Holland Perdue III, Mayor

ATTEST:

Rebecca H. Dillon, Town Clerk

ITEM(S) TO BE CONSIDERED UNDER:
Consent Item

FOR COUNCIL MEETING DATED:	April 10, 2023
----------------------------	----------------

STAFF MAKING REQUEST:	Robert J. Wood, Town Manager
BRIEF SUMMARY OF REQUEST:	The Miracle's Hope 5K event is scheduled for Saturday, August 12, 2023 starting at 8:00 a.m. The event will begin and end at 1360 North Main Street. The event organizer is Mrs. Jeanette Mullins. The RMPD has reviewed all information submitted and has approved the plans for the race.
ACTION NEEDED:	Approve or deny

Attachment(s):

1. 2023.0410 Miracle's Hope 5K Cover, Letter, & Map (latest)

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

3/16/23

To: Rebecca Dillon, Town Clerk
Rocky Mount Town Council

From: **Donna Sink Pediatric Fund**
Jeanette Mullins, Secretary
5457 Doe Run Rd
Rocky Mount, VA 24151
Got2bsewing@gmail.com
540-493-3016

RE: Miracle's Hope 5k

Rebecca,

Please put this letter before the Town Council at the next available meeting.

Thanks,

Jeanette Mullins

Jeanette Mullins

3/16/23

Members of the Rocky Mount Town Council
345 Donald Avenue
Rocky Mount, VA 24151

Dear Council Members,

I would like to ask the members of the Council for their permission to have our Miracle's Hope 5k in Rocky Mount on August 12, 2023.

Miracle's Hope 5k on-site registration begins at 7:30 a.m., Race starts at 8:00 a.m. and will end at 10 a.m. The 5k will start and end at 1360 North Main Street. Attached is a proposed map of the route.

Proposed Route:

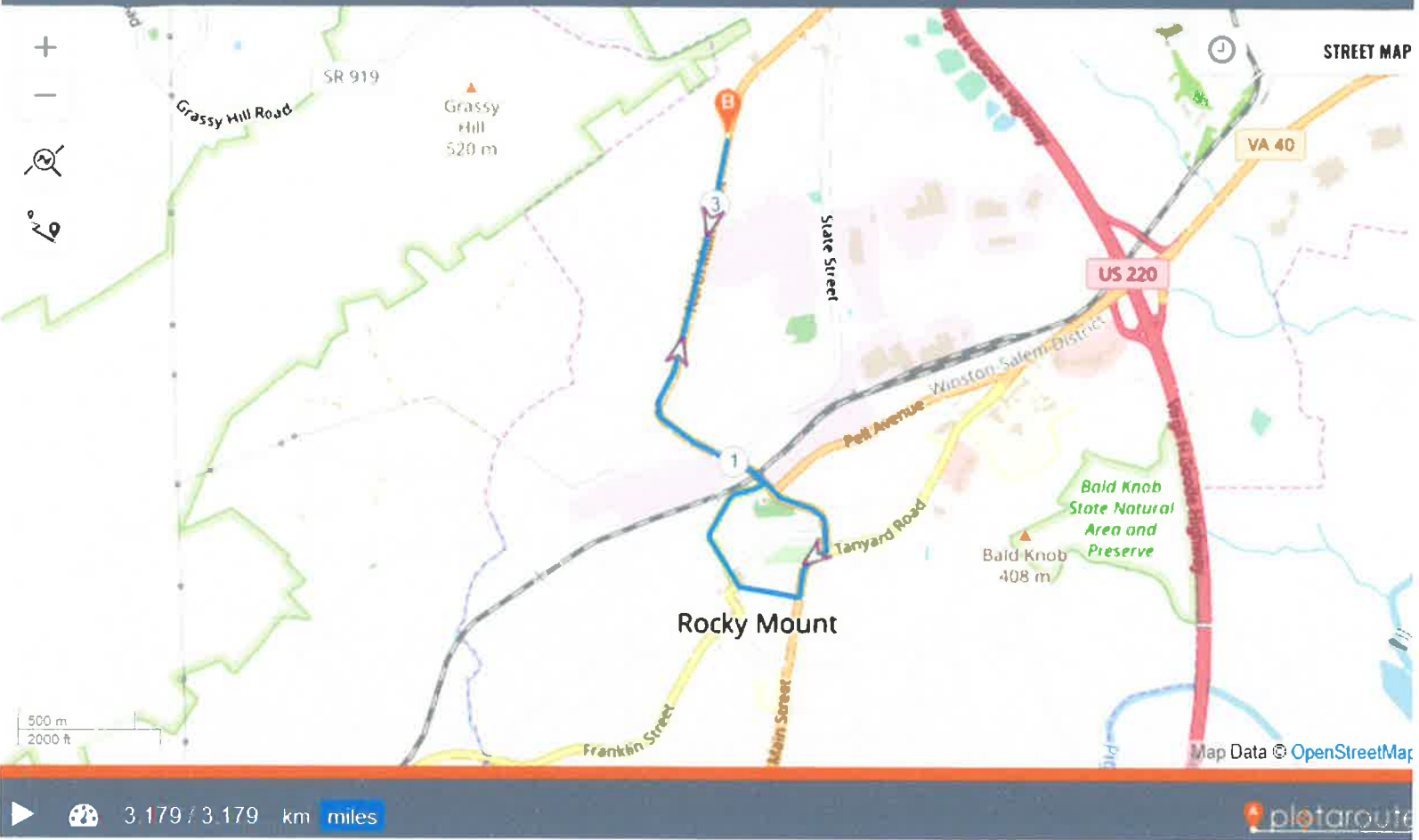
- 5k will start at 1360 North Main Street
- Runners will follow North Main Street
- Turn right onto South Main Street
- Turn right onto West Church Street
- Turn right onto Franklin Street
- Turn left onto North Main Street
- End at the 1360 North Main Street

Thanks for your consideration.

Sincerely,

Jeanette Mullins

Jeanette Mullins, Secretary
Donna Sink Pediatric Fund
5457 Doe Run Rd
Rocky Mount, VA 24151
540-493-3016



ITEM(S) TO BE CONSIDERED UNDER:
Consent Item

FOR COUNCIL MEETING DATED:	April 10, 2023
----------------------------	----------------

STAFF MAKING REQUEST:	Robert J. Wood, Town Manager
BRIEF SUMMARY OF REQUEST:	The Friends of the Family Resource Center 5K event is scheduled for Saturday, October 14, 2023 with registration at 8:00 a.m. and the race starting at 9:00 a.m. The RMPD has reviewed all information submitted and has approved the plans for the race.
ACTION NEEDED:	Approve or deny

Attachment(s):

1. 2023.0410 800.1 Letter Rrequesting Approval of Walk - Rocky Mount Family Resource Center

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

Monday, March 20, 2023

*Town Council of Rocky Mount
345 Donald Avenue
Rocky Mount, VA 24151*

Dear Town Council Members:

The Friends of the Family Resource Center and the Family Resource Center are planning our awareness events for Domestic Violence Awareness month which is in October, part of that is our 5k fundraiser for the Friends of the Family Resource Center which benefits our clients 100%. If approved, this will be the fifth annual Friends of the Family Resource Center 5K. Run/walk events are popular for Domestic Violence Programs because of the opportunity for bringing awareness as well as raising much needed funds for victims. Our cause will be "Run/Walk for Domestic Violence". We have chosen to have the event, with your permission, on October 14, 2023, with registration at 8:00 a.m. and race starting at 9 a.m.

At this time, I am writing to request approval from the Council for the walk to be held on October 14, 2023, following the route provided and approved by the Rocky Mount Police Department.

Walk Route

The Rocky Mount Police departments Mark Lovern helped to map out a safe route. The Race will start at the Farmer's Market back parking lot, with runners/walkers crossing W. Church Street, onto Randolph St. The Race will continue up Randolph and take a left onto Main Street. Race participants will continue on Main Street in designated running lane, runners will turn right onto Trail drive and then immediately turn left into RMPD lot on the end of the building (lot beside the flag poles) and then exit back onto the roadway/North Main Street following Main back and taking the right onto Randolph Street and end at the Farmers Market. Participating Walkers will follow the same route but be instructed to use sidewalks at all times during their walk.

We are very appreciative of the Rocky Mount Police Department for taking the time to meet with us and provide us an approved route.

I would also like to thank the Town of Rocky Mount for considering our request and for continued support of our cause.

With Sincere Regards,

Angela Phillips, Director Franklin County Family Resource Center

FOIA Requests March 2023

Date	Requested By	Topic
3/17/23	Jessica Dwinell	Info on 1450 Scuffling Hill Road (Result: address is outside of town limits, referred to FCSO)
3/17/23	Alex Monaco, Esq	MVA on 220 occurred out of town (Result: address is outside of town limits, referred to State Police)
3/21/23	Pen Pinkard	Information regarding town land purchase (Result: exempt from disclosure)

Mobile Food Vendor Applications March 2023

Permit #	Applicant Name	Locations	Zoning	Date Approved
MFV23-005	Countryman Jamaican Grill	Living Proof Beer Co	CBD	3/7/23

Public Facilities Disturbance Permits March 2023

Permit #	Applicant Name	Location	Reason for Disturbance	Expected Dates
PFD23-002	Lumos	25 E College St	Place fiber optic cable	3/6/23-3/31/23
PFD23-003	Lumos	453 S Main St	Place fiber optic cable	4/3/23-5/1-23

Sign Permits March 2023

Permit #	Applicant Name	Sign Location/TMPN	Wording	Date Approved
S23-004	MTM Holdings	681 S. Main/ 2100029500	Shopping Center sign - Long & Foster, Turner & Co, Stephen Maddy	03/20/23
S23-005	Venue 290	290 S Main	Venue 290	03/21/23

Zoning Compliance Permits March 2023

Permit #	Applicant Name	Property Address/TMPN	Zoning	Type of Improvement	Date Approved
ZC23-008	Hiatt Construction LLC	200 Dent St / 2070040900	CBD	Business license for Interior flooring, drywall repair, Demo (1) restroom, Exterior flashing, Demo deck board and railing And change to TREX	3/20/2023
ZC23-009	Steak & Seafood Direct	611 Old Franklin Tpke/2020004201	GB	Peddler - itinerant merchant selling perishables - temporary use	3/22/2023
ZC23-010	David W. Brown	Rocky Mount Plaza/ 2030002900	GB	Recycling collection behind plaza	3/27/2023
ZC23-011	Virginia Building Services of Roanoke, Inc	400 Old Franklin Tpke / 2030007802	GB	Business license for interior remodeling project over \$25K	3/28/2023
ZC23-012	Convert Solar, LLC	210 Mountain Ave	R1	Roof-mounted gird- ties, 5.60kw solar pv system, requiring (1) 40a circuit with 10kw storage system on an existing residence	3/2/2023

Zoning Permits March 2023

Permit #	Applicant Name	TMPN	Zoning	NOTES	Date Approved
ZP23-003	R. Fralin Construction	2100303300	RPUD	New single family residence on a walkout basement with three bedrooms, 2.5 bathrooms and no garage	3/28/2023

Rocky Mount (Town Of), VA



YEAR-TO-DATE BUDGET REPORT FOR THE NINE MONTHS ENDED MARCH 31, 2023

FOR 2023 09

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT USE/COL
10 GENERAL FUND						
10090000 USE OF SURPLUS						
10090000 42562 APPROPRIATED FUND B	0	201,142	.00	.00	201,142.00	.0%*
TOTAL USE OF SURPLUS	0	201,142	.00	.00	201,142.00	.0%
11011000 GENERAL PROPERTY TAXES						
11011000 41101 REAL PROPERTY - CUR	655,043	655,043	353,962.68	288,178.42	301,080.32	54.0%*
11011000 41102 REAL PROPERTY - DEL	40,000	40,000	19,835.44	1,030.79	20,164.56	49.6%*
11011000 41103 PUBLIC SERVICE - CU	26,412	26,412	.00	.00	26,412.00	.0%*
11011000 41105 PERSONAL PROPERTY -	310,000	310,000	220,251.87	185,195.08	89,748.13	71.0%*
11011000 41106 PERSONAL PROPERTY -	26,000	26,000	26,453.26	1,954.26	-453.26	101.7%*
11011000 41107 MACHINERY & TOOLS -	163,609	163,609	89.98	89.98	163,519.02	.1%*
11011000 41110 PENALTIES ON TAXES	9,700	9,700	5,169.21	235.77	4,530.79	53.3%*
11011000 41111 INTEREST ON DELINQ	7,800	7,800	2,132.57	805.01	5,667.43	27.3%*
TOTAL GENERAL PROPERTY TAXES	1,238,564	1,238,564	627,895.01	477,489.31	610,668.99	50.7%
11012000 OTHER LOCAL TAXES						
11012000 41201 LOCAL SALES & USE T	277,000	277,000	227,741.41	21,687.32	49,258.59	82.2%*
11012000 41202 MEALS TAX	1,849,000	1,849,000	1,562,658.19	176,858.08	286,341.81	84.5%*
11012000 41203 PENALTY-DEL MEALS T	0	0	2,410.32	11.31	-2,410.32	100.0%*
11012000 41204 INTEREST-DEL MEALS	0	0	1,539.32	2.13	-1,539.32	100.0%*
11012000 41205 TRANSIENT OCCUPANCY	152,076	152,076	184,033.59	15,922.51	-31,957.59	121.0%*
11012000 41206 PENALTY-DEL LODGING	0	0	22.04	.00	-22.04	100.0%*
11012000 41207 INTEREST-DEL LODGIN	0	0	2.02	.00	-2.02	100.0%*
11012000 41208 CIGARETTE TAX	80,750	80,750	56,745.00	4,365.00	24,005.00	70.3%*
11012000 41209 BANK STOCK TAX	385,400	385,400	180,724.00	.00	204,676.00	46.9%*
11012000 41210 CONSUMER UTILITY TA	320,000	320,000	239,067.55	26,748.84	80,932.45	74.7%*
11012000 41212 TRANSIENT OCCUP TAX	75,924	75,924	.00	.00	75,924.00	.0%*
TOTAL OTHER LOCAL TAXES	3,140,150	3,140,150	2,454,943.44	245,595.19	685,206.56	78.2%
11012500 BUSINESS LICENSE TAXES						
11012500 41301 BPOL-RETAIL	357,643	357,643	10,872.32	739.42	346,770.68	3.0%*

YEAR-TO-DATE BUDGET REPORT
 FOR THE NINE MONTHS ENDED MARCH 31, 2023

FOR 2023 09

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT USE/COL
11012500 41302 BPOL-PROFESSIONAL	178,570	178,570	72,876.89	162.23	105,693.11	40.8%*
11012500 41303 BPOL-REPAIRS/PERS S	128,607	128,607	105,232.90	32,381.56	23,374.10	81.8%*
11012500 41304 BPOL-CONTRACTOR	27,804	27,804	6,441.12	808.69	21,362.88	23.2%*
11012500 41305 BPOL-UTILITY	5,841	5,841	2,033.33	191.44	3,807.67	34.8%*
11012500 41306 BPOL-AMUSEMENT TAX	855	855	.00	.00	855.00	.0%*
11012500 41307 BPOL-MISCELLANEOUS	7,724	7,724	1,346.97	610.00	6,377.03	17.4%*
11012500 41308 BPOL-ALCOHOLIC BEVE	835	835	50.00	.00	785.00	6.0%*
11012500 41309 BPOL-PENALTIES & I	1,832	1,832	5,273.30	.00	-3,441.30	287.8%*
TOTAL BUSINESS LICENSE TAXES	709,711	709,711	204,126.83	34,893.34	505,584.17	28.8%
11013000 PERMITS & LICENSES						
11013000 42111 PLANNING & ZONING F	10,000	10,000	5,885.00	1,140.00	4,115.00	58.9%*
11013000 42112 FARMERS MARKET FEES	15,000	15,000	5,905.00	4,000.00	9,095.00	39.4%*
11013000 42114 WELCOME CENTER FEES	2,500	2,500	8,613.00	340.00	-6,113.00	344.5%*
11013000 42116 RETURN CHECK FEES	225	225	419.00	40.00	-194.00	186.2%*
11013000 42117 CREDIT CARD FEES	3,000	3,000	5,832.52	947.30	-2,832.52	194.4%*
TOTAL PERMITS & LICENSES	30,725	30,725	26,654.52	6,467.30	4,070.48	86.8%
11014000 FINES & FORFEITURES						
11014000 42211 COURT FINEES	9,000	9,000	27,400.43	2,325.93	-18,400.43	304.4%*
11014000 42212 PARKING FINES	200	200	40.00	.00	160.00	20.0%*
TOTAL FINES & FORFEITURES	9,200	9,200	27,440.43	2,325.93	-18,240.43	298.3%
11015000 PROCEEDS FROM USE OF ASSETS						
11015000 42311 INTEREST ON MONEY/I	45,000	45,000	197,843.29	7,971.82	-152,843.29	439.7%*
11015000 42312 RENTAL OF GENERAL P	450	450	450.00	.00	.00	100.0%*
11015000 42318 SALE OF PROPERTY	0	0	20,050.30	.00	-20,050.30	100.0%*
TOTAL PROCEEDS FROM USE OF ASSETS	45,450	45,450	218,343.59	7,971.82	-172,893.59	480.4%
11016000 CHARGES FOR SERVICES						
11016000 42411 REFUSE COLLECTION C	269,000	269,000	183,803.00	20,488.00	85,197.00	68.3%*

Rocky Mount (Town Of), VA

YEAR-TO-DATE BUDGET REPORT FOR THE NINE MONTHS ENDED MARCH 31, 2023

FOR 2023 09

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT USE/COL
11016000 42413 TRUCK RENTAL FEES	725	725	1,355.34	150.00	-630.34	186.9%*
11016000 42415 WEED CONTROL CHARGE	520	520	136.18	.00	383.82	26.2%*
11016000 42418 PASSPORT SERVICE FE	11,000	11,000	19,500.00	3,215.00	-8,500.00	177.3%*
11016000 42419 SECURITY SERVICES	12,000	12,000	10,482.50	.00	1,517.50	87.4%*
11016000 42420 POLICE REPORTS	1,200	1,200	1,202.00	105.00	-2.00	100.2%*
11016000 42421 FINGERPRINT SERVICE	100	100	165.00	20.00	-65.00	165.0%*
11016000 42422 CRISIS INTERVENTION	25,000	25,000	30,247.00	3,420.00	-5,247.00	121.0%*
11016000 42425 ADMIN CHARGES - SER	300	300	202.75	.00	97.25	67.6%*
11016000 42426 MISCELLANEOUS SERVI	0	0	1,687.49	110.00	-1,687.49	100.0%*
TOTAL CHARGES FOR SERVICES	319,845	319,845	248,781.26	27,508.00	71,063.74	77.8%
11018000 MISCELLANEOUS GENERAL						
11018000 42511 RECOVERIES	0	0	3,384.06	-1,059.33	-3,384.06	100.0%*
11018000 42513 MERCHANDISE SALES	0	0	122.58	.00	-122.58	100.0%*
11018000 42524 INSURANCE RECIPITS F	0	0	47,020.33	20,320.33	-47,020.33	100.0%*
TOTAL MISCELLANEOUS GENERAL	0	0	50,526.97	19,261.00	-50,526.97	100.0%
18522000 COMMONWEALTH-NONCATEGORICAL						
18522000 43211 PPTRA FROM STATE	53,861	53,861	53,860.60	.00	.40	100.0%*
18522000 43212 COMMUNICATIONS TAX	140,000	140,000	90,780.41	.00	49,219.59	64.8%*
18522000 43213 LITTER TAX	3,500	3,500	4,219.00	.00	-719.00	120.5%*
18522000 43214 ROLLING STOCK TAX	3,164	3,164	3,244.66	.00	-80.66	102.5%*
18522000 43215 RENTAL TAX	9,000	9,000	13,252.80	.00	-4,252.80	147.3%*
18522000 43216 OTHER NON-CATEGORIC	0	0	1,010.80	.00	-1,010.80	100.0%*
TOTAL COMMONWEALTH-NONCATEGORICAL	209,525	209,525	166,368.27	.00	43,156.73	79.4%
18524000 COMMONWEALTH-CATEGORICAL						
18524000 43112 SCHOOL RES OFFICER	29,632	29,632	64,431.64	.00	-34,799.64	217.4%*
18524000 43311 FIRE PROGRAMS-STATE	18,471	18,471	.00	.00	18,471.00	.0%*
18524000 43312 STREET MAINTENANCE-	1,508,140	1,508,140	803,595.62	.00	704,544.38	53.3%*
18524000 43313 LAW ENFORCEMENT AID	120,632	120,632	66,310.00	.00	54,322.00	55.0%*
18524000 43322 VA TOURISM GRANT	0	0	9,906.27	.00	-9,906.27	100.0%*

Rocky Mount (Town Of), VA



YEAR-TO-DATE BUDGET REPORT FOR THE NINE MONTHS ENDED MARCH 31, 2023

FOR 2023 09

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT USE/COL
TOTAL COMMONWEALTH-CATEGORICAL	1,676,875	1,676,875	944,243.53	.00	732,631.47	56.3%
18535000 LOCAL GOVERNMENT AID						
18535000 43111 VOLUNTEER FIRE DEPT	30,000	30,000	45,118.24	.00	-15,118.24	150.4%*
18535000 43112 OTH AID-SCHOOL RESO	42,329	42,329	29,632.00	.00	12,697.00	70.0%*
18535000 43114 COUNTY EXP REIMB FO	50,000	50,000	.00	.00	50,000.00	.0%*
TOTAL LOCAL GOVERNMENT AID	122,329	122,329	74,750.24	.00	47,578.76	61.1%
TOTAL GENERAL FUND	7,502,374	7,703,516	5,044,074.09	821,511.89	2,659,441.91	65.5%
TOTAL REVENUES	7,502,374	7,703,516	5,044,074.09	821,511.89	2,659,441.91	
12 FORFEITED ASSETS						
12000000 FORFEITED ASSETS						
12000000 42562 APPROPRIATED FUND B	0	5,925	.00	.00	5,924.52	.0%*
TOTAL FORFEITED ASSETS	0	5,925	.00	.00	5,924.52	.0%
TOTAL FORFEITED ASSETS	0	5,925	.00	.00	5,924.52	.0%
TOTAL REVENUES	0	5,925	.00	.00	5,924.52	
20 WATER & SEWER FUND						
20069000 NON-DEPARTL UTILITY OPERATING						
20069000 42562 APPROPRIATED FUND B	0	198,628	.00	.00	198,628.00	.0%*
TOTAL NON-DEPARTL UTILITY OPERATI	0	198,628	.00	.00	198,628.00	.0%
25020000 WATER CHARGES						
25020000 42313 PROPERTY RENT (CELL	120,000	120,000	97,839.63	14,746.92	22,160.37	81.5%*

YEAR-TO-DATE BUDGET REPORT
 FOR THE NINE MONTHS ENDED MARCH 31, 2023

FOR 2023 09

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT USE/COL
25020000 45101 WATER SALES	1,409,680	1,409,680	1,198,208.36	123,092.35	211,471.64	85.0%*
25020000 45102 WATER CONNECTIONS	20,000	20,000	26,925.00	1,000.00	-6,925.00	134.6%*
25020000 45103 RECONNECT FEES	7,000	7,000	11,474.08	1,375.00	-4,474.08	163.9%*
25020000 45104 PENALTIES	15,000	15,000	27,900.22	2,805.11	-12,900.22	186.0%*
25020000 45106 BULK WATER PURCHASE	5,000	5,000	235.43	21.84	4,764.57	4.7%*
TOTAL WATER CHARGES	1,576,680	1,576,680	1,362,582.72	143,041.22	214,097.28	86.4%
25530000 SEWER CHARGES						
25530000 45201 SEWER COLLECTION CH	863,867	863,867	727,635.62	76,553.06	136,231.38	84.2%*
25530000 45202 SEWER CONNECTIONS	12,000	12,000	3,925.71	1,000.00	8,074.29	32.7%*
TOTAL SEWER CHARGES	875,867	875,867	731,561.33	77,553.06	144,305.67	83.5%
TOTAL WATER & SEWER FUND	2,452,547	2,651,175	2,094,144.05	220,594.28	557,030.95	79.0%
TOTAL REVENUES	2,452,547	2,651,175	2,094,144.05	220,594.28	557,030.95	
GRAND TOTAL	9,954,921	10,360,616	7,138,218.14	1,042,106.17	3,222,397.38	68.9%

** END OF REPORT - Generated by VINCENT COPENHAVER **

YEAR-TO-DATE BUDGET REPORT
 FOR THE NINE MONTHS ENDED MARCH 31, 2023

FOR 2023 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND							
10091020 NON-DEPARTL GENERAL FUND	513,734	418,320	534,932.38	22,690.90	.00	-116,612.38	127.9%
11011010 MAYOR & TOWN COUNCIL	92,896	92,896	71,895.96	8,790.94	.00	21,000.04	77.4%
11012020 TOWN MANAGER	416,027	416,027	318,650.34	31,525.34	.00	97,376.66	76.6%
11012040 TOWN ATTORNEY	74,370	74,370	41,982.05	6,532.50	.00	32,387.95	56.5%
11012130 FINANCE DEPARTMENT	664,091	664,091	471,442.37	40,815.60	.00	192,648.63	71.0%
11013010 BOARD OF ELECTIONS	5,000	5,000	.00	.00	.00	5,000.00	.0%
11081060 PASSPORT PROGRAM	2,375	2,375	3,048.37	551.22	.00	-673.37	128.4%
12031010 POLICE DEPARTMENT	2,231,624	2,267,776	1,790,165.98	175,671.71	.00	477,610.02	78.9%
12032020 VOLUNTEER FIRE DEPT	178,910	178,910	129,477.31	4,153.19	.00	49,432.69	72.4%
12043130 IMPOUND LOT	0	0	338.63	37.39	.00	-338.63	100.0%
13041000 PUBLIC WORKS ADMINISTRATION	1,285,759	664,737	107,940.18	8,837.51	.00	556,796.82	16.2%
13041020 PUB WORKS NON-VDOT ELIGIBLE	3,100	3,100	2,047.79	.00	.00	1,052.21	66.1%
13041040 STREET LIGHTS	107,850	107,094	67,485.41	14,437.86	.00	39,608.59	63.0%
13041070 TRAFFIC CONTROL & PARKING	68,540	95,333	94,230.28	9,671.38	.00	1,102.72	98.8%
13041080 STREETS	385,300	952,290	974,930.14	93,310.84	.00	-22,640.14	102.4%
13041090 SIDEWALKS, CURB, GUTTERING	1,500	48,270	47,769.09	.00	.00	500.91	99.0%
13041200 ANGLE BRIDGE REPAIRS	0	0	2,974.93	.00	.00	-2,974.93	100.0%
13042020 STREET CLEANING	3,045	5,602	3,195.35	.00	.00	2,406.65	57.0%
13042030 REFUSE COLLECTION	22,790	96,345	92,787.39	6,448.12	.00	3,557.61	96.3%
13042040 SNOW REMOVAL	17,750	17,750	7,163.85	649.64	.00	10,586.15	40.4%
14043041 PARKS-MARY ELIZABETH	2,400	14,327	14,391.16	1,412.08	.00	-64.16	100.4%
14043042 PARKS-MARY BETHUNE	2,200	5,942	4,474.57	32.69	.00	1,467.43	75.3%
14043043 PARKS-GILLEYS	7,170	11,157	7,910.91	2,632.26	.00	3,246.09	70.9%
14043044 PARKS-CELESTE	2,200	44,675	22,509.77	433.86	.00	22,165.23	50.4%
14043045 PARKS-VETERANS MEMORIAL	5,470	9,193	8,053.95	688.75	.00	1,139.05	87.6%
14043046 PARKS-FIRST REPSONDERS MEM	5,320	6,460	3,736.46	13.44	.00	2,723.54	57.8%
14043080 PARKS & REC - PLAYGROUNDS	0	9,864	14,279.17	2,606.10	.00	-4,415.17	144.8%
14543040 MUNICIPAL BUILDING	56,922	60,756	61,068.82	8,643.46	.00	-312.82	100.5%
14543050 EMERGENCY SERVICES BLDG	59,800	75,703	84,046.75	13,205.80	.00	-8,343.75	111.0%
14543060 PUBLIC WORKS BUILDING	36,640	48,139	42,292.10	13,491.43	.00	5,846.90	87.9%
14543070 PARKS & REC - CEMETERY	900	8,323	8,109.00	.00	.00	214.00	97.4%
16081010 PLANNING & ZONING	226,694	232,694	177,689.18	19,582.23	.00	55,004.82	76.4%
16081020 COMMUNITY & ECONOMIC DEV	421,343	471,343	405,085.81	101,331.95	.00	66,257.19	85.9%
16081030 CITIZENS SQUARE-FARMERS MARKE	26,874	26,874	17,441.66	3,829.99	9,589.19	-156.85	100.6%
16081040 DEPOT WELCOME CENTER	41,567	41,567	23,012.21	2,329.17	.00	18,554.79	55.4%
16081050 HARVESTER PERFORMANCE CENTER	483,300	483,300	247,366.42	6,306.96	.00	235,933.58	51.2%
16081300 ECONOMIC DEVELOPMENT AUTHORIT	3,913	3,913	2,004.39	107.64	.00	1,908.61	51.2%
16085000 REMED BLIGHTED STRUCTURES	45,000	39,000	.00	.00	.00	39,000.00	.0%
TOTAL GENERAL FUND	7,502,374	7,703,516	5,905,930.13	600,771.95	9,589.19	1,787,996.68	76.8%

12 FORFEITED ASSETS

YEAR-TO-DATE BUDGET REPORT FOR THE NINE MONTHS ENDED MARCH 31, 2023

FOR 2023 09

12	FORFEITED ASSETS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
12031016	STATE FORFEITURE ASSETS	0	5,925	.00	.00	.00	5,924.52	.0%
	TOTAL FORFEITED ASSETS	0	5,925	.00	.00	.00	5,924.52	.0%

20 WATER & SEWER FUND

20069000	NON-DEPARTL UTILITY OPERATING	447,712	447,712	37,369.08	.00	.00	410,342.92	8.3%
25050000	WATER SYSTEM OPERATIONS	162,078	296,416	266,896.43	88,904.30	15,515.00	14,004.57	95.3%
25050100	METER READING	24,570	27,816	15,460.18	550.70	.00	12,355.82	55.6%
25050500	WATER TREATMENT PLANT	796,843	796,843	653,635.08	73,189.72	2,159.81	141,048.11	82.3%
25062000	UTILITY ADMINISTRATION	286,732	286,732	194,424.34	20,185.94	.00	92,307.66	67.8%
25560000	WASTEWATER SYSTEM OPERATIONS	128,578	189,622	140,162.49	22,555.34	.00	49,459.51	73.9%
25560500	WASTEWATER TREATMENT PLANT	606,034	606,034	444,311.14	63,240.20	.00	161,722.86	73.3%
	TOTAL WATER & SEWER FUND	2,452,547	2,651,175	1,752,258.74	268,626.20	17,674.81	881,241.45	66.8%
	GRAND TOTAL	9,954,921	10,360,616	7,658,188.87	869,398.15	27,264.00	2,675,162.65	74.2%

** END OF REPORT - Generated by VINCENT COPENHAVER **

Town of Rocky Mount
Cash Balances and Investment Portfolio
March 31, 2023

Total Cash Held by the Town:

Cash in the Office	\$ 700
Duncan Williams	\$ 2,593,463
Hometrust Bank (Borrowed Funds)	\$ 705,000
Local Government Investment Pool (effective yield 4.62%)	\$ 6,128,886
Truist: Payroll and Flexible Benefits Checking Accounts	\$ 79,311
Carter Bank and Trust: Old Checking Account, Designated Checking Accounts for Police, Farmer's Market and Depot	\$ 389,801
American National Bank: Town Checking Account	\$ 1,083,787
Virginia Investment Pool Accounts for American Rescue Plan Act Funds (First Distribution)	<u>\$ 789,204</u>
 Total Cash Balance at March 31, 2023	 <u><u>\$ 11,770,152</u></u>

Investment Detail:

Duncan-Williams, Inc.

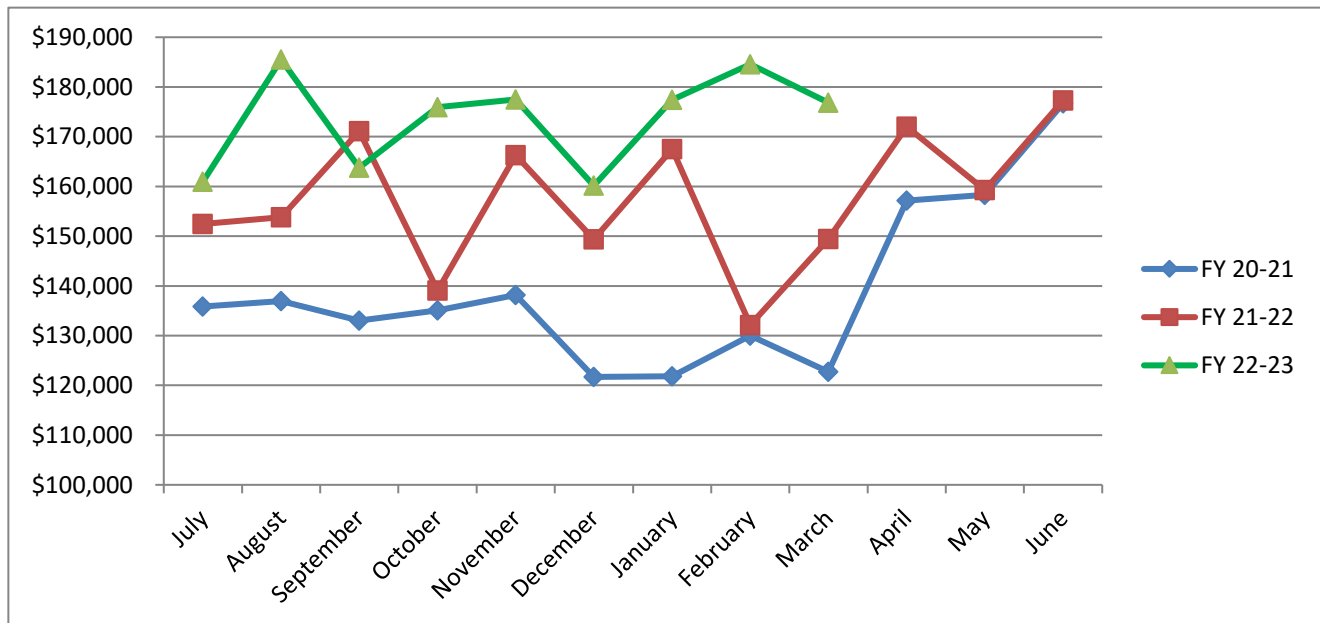
Account Statement Dated March 31, 2023

Cash, Money Funds and Bank Deposits - 12% of Portfolio			Closing Balance	Income This Year	30-Day Yield
Federated Hermes Govt Reserves Money Market			\$300,382.37	\$1,927.08	3.61%
Fixed Income - 88% of Portfolio		Market	Market	Estimated	Estimated
Certificates of Deposit:	Quantity	Price	Value	Annual Income	Yield
Capital One Natl Assn	245,000.00	95.168	\$233,161.60	\$8,207.50	3.52%
Capital One Bank Natl Assn	245,000.00	94.16	\$230,692.00	\$8,330.00	3.61%
U.S. Government Bonds:					
Federal Home Loan Banks Cons Bd	500,000.00	90.761	\$442,459.88	TBD	3.37%
Federal Home Loan Banks Cons Bd	700,000.00	94.832	\$663,824.00	\$7,700.00	1.15%
Federal Home Loan Banks Cons Bd	430,000.00	96.84	\$416,412.00	\$15,587.50	3.74%
Federal Home Loan Mtg Corp Medium	320,000.00	95.791	\$306,531.20	\$7,200.00	2.34%
Total Fixed Income	2,440,000.00		\$2,293,080.68	\$47,025.00	
Total Portfolio Holdings			\$2,593,463.05	\$48,952.08	

Town of Rocky Mount
Meals Tax Collections by Month

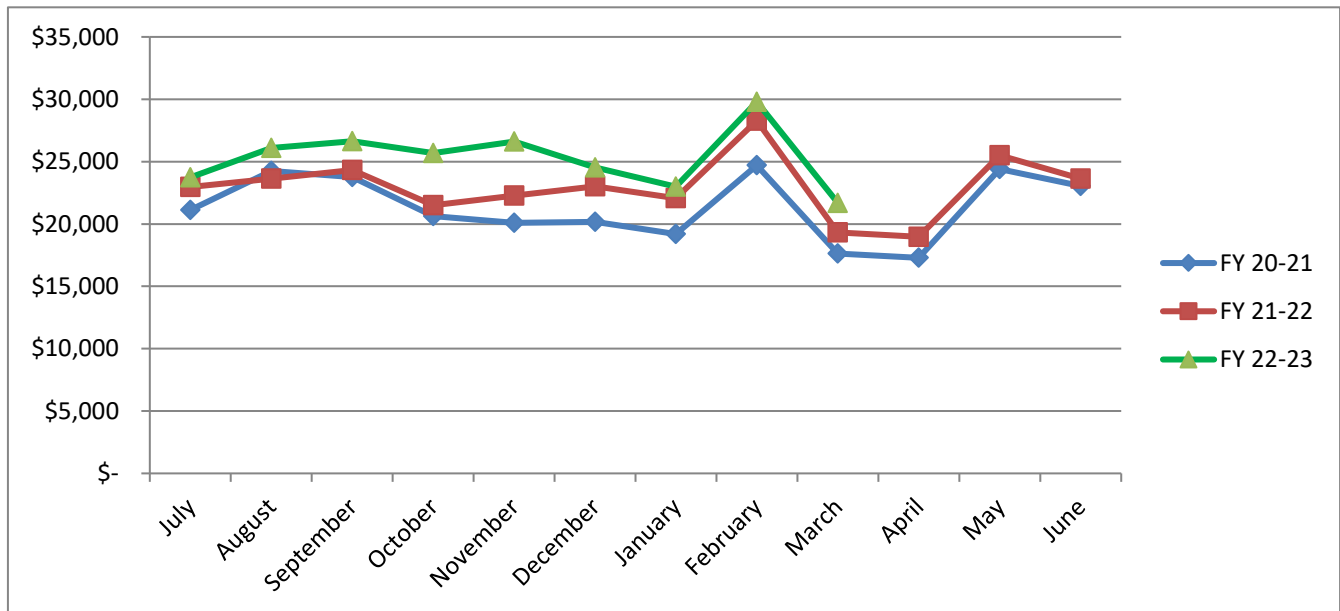
<u>Month</u>	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>FY 22-23</u>	<u>Change</u>	<u>% Change</u>
July	\$ 135,840	\$ 152,437	\$ 160,978	\$ 8,541	5.6%
August	\$ 136,975	\$ 153,837	\$ 185,503	\$ 31,666	20.6%
September	\$ 133,052	\$ 171,121	\$ 163,751	\$ (7,370)	-4.3%
October	\$ 135,097	\$ 139,085	\$ 175,939	\$ 36,854	26.5%
November	\$ 138,177	\$ 166,261	\$ 177,506	\$ 11,245	6.8%
December	\$ 121,697	\$ 149,361	\$ 160,148	\$ 10,787	7.2%
January	\$ 121,833	\$ 167,488	\$ 177,390	\$ 9,902	5.9%
February	\$ 130,016	\$ 132,152	\$ 184,585	\$ 52,433	39.7%
March	\$ 122,758	\$ 149,407	\$ 176,858	\$ 27,451	18.4%
April	\$ 157,165	\$ 172,047			
May	\$ 158,320	\$ 159,286			
June	\$ 176,690	\$ 177,283			
Year Totals	<u>\$ 1,667,620</u>	<u>\$ 1,889,765</u>	<u>\$ 1,562,658</u>		

Year to Date through March	\$ 1,175,445	\$ 1,381,149	\$ 1,562,658	\$ 181,509	13.1%
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Town of Rocky Mount
Local Sales Tax Collections by Month

<u>Month</u>	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>FY 22-23</u>	<u>Change</u>	<u>% Change</u>
July	\$ 21,106	\$ 22,978	\$ 23,738	\$ 760	3.2%
August	\$ 24,250	\$ 23,622	\$ 26,102	\$ 2,480	9.5%
September	\$ 23,756	\$ 24,336	\$ 26,639	\$ 2,303	8.6%
October	\$ 20,642	\$ 21,514	\$ 25,676	\$ 4,162	16.2%
November	\$ 20,088	\$ 22,281	\$ 26,599	\$ 4,318	16.2%
December	\$ 20,173	\$ 23,016	\$ 24,524	\$ 1,508	6.1%
January	\$ 19,191	\$ 22,061	\$ 22,980	\$ 919	4.0%
February	\$ 24,702	\$ 28,289	\$ 29,796	\$ 1,507	5.1%
March	\$ 17,630	\$ 19,310	\$ 21,687	\$ 2,377	11.0%
April	\$ 17,285	\$ 18,974			
May	\$ 24,392	\$ 25,516			
June	\$ 23,044	\$ 23,632			
Year Totals	<u>\$ 256,259</u>	<u>\$ 275,529</u>	<u>\$ 227,741</u>		
Year to Date through March	\$ 191,538	\$ 207,407	\$ 227,741	\$ 20,334	8.9%



MONTHLY STAFF REPORT

DATE:	April 10, 2023
TO:	Rocky Mount Town Council
FROM:	Brad Basham – Asst Chief
DEPARTMENT:	Fire Department
MONTH:	February 2023

For the period of February 2023, the Rocky Mount Fire Department responded to a total of 37 calls of which 14 were inside the town limits and 23 were within Franklin County.

RMFD apparatus traveled a total of 571 miles carrying out duties pertaining to answering calls and support efforts of the department.

RMFD members logged 18 members performing training for a total of 180 hours of training.

Summary of Calls:

Number of Calls	Type of Call	Notes or Special Circumstances
7	Structure Fires	
0	Vehicle Fires	
1	Utility Fires	
5	Brush Fires	
14	Motor Vehicle Accidents	
4	Fire Alarms (More Alerts, but disregarded before responding)	
0	Smoke Reports	
4	Hazardous Road Conditions/Hazmat	
2	Assist EMS	
0	Gas/Odor Investigation	

Respectfully Submitted By,
Asst. Chief B. Basham

MONTHLY STAFF REPORT

DATE:	April 10, 2023
TO:	Rocky Mount Town Council
FROM:	Chief Phillip S. Young
DEPARTMENT:	Police Department
MONTH:	March

*We will be doing the monthly report from RMPD a month behind to allow for more accuracy in numbers that are turned in per Chief Young. This also allows our officers at the end of the month to have time to get all reports and tickets submitted.

PLEASE SEE ATTACHED REPORT FOR MORE DETAILED INFORMATION ON MONTHLY CHARGES AND STATS.....

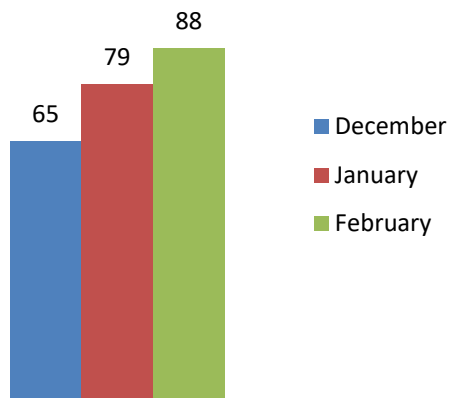
PSY/rfs

ROCKY MOUNT POLICE DEPARTMENT
MONTHLY REPORT TO COUNCIL

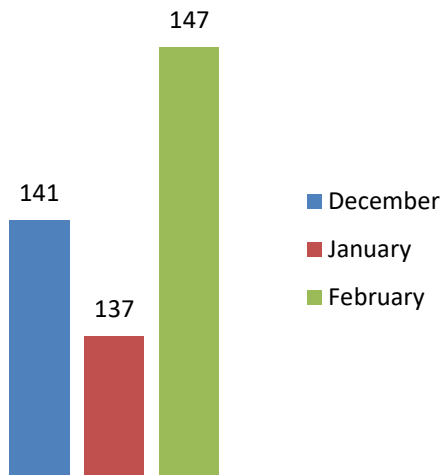
ADM #1

DATE: MARCH 2023	DECEMBER	JANUARY	FEBRUARY
UNIFORM TRAFFIC SUMMONS ISSUED	65	77	88
TRAFFIC STOPS	141	137	147
SPEEDING TICKETS ISSUED	11	27	28
DUI	4	3	2
COLLISIONS INVESTIGATED (TREDS)	11	22	11
MOTORIST AIDES	67	51	46
CRIMINAL ARRESTS "MISDEMEANOR"	58	38	37
CRIMINAL ARRESTS "FELONY"	16	21	20
INCIDENTS ADDRESSED	3717	4692	1601
INCIDENTS, OFFENSES REPORTABLE IN "RMS"	90	90	82
GRAND LARCENY WARRANTS	0	4	0
BREAKING & ENTERING REPORTS	0	1	0
BREAKING & ENTERING WARRANTS	0	1	1
BOLO'S (Be On Look Out)	25	22	15
FOLLOW-UP'S	37	57	55
BUSINESSES, RESIDENCES CHECKED "FOOT PATROLS"	2800	3591	698
SCHOOL CHECKS	68	153	71
ALARM RESPONSES	66	33	17
OPEN DOORS, WINDOWS, ETC. UNSECURED	4	11	10
COURT HOURS:	20	27.75	20
TRAINING HOURS:	121	0	25
SPECIAL ASSIGNMENT HOURS:	146	178	243
HARVESTER HOURS WORKED:	0	5	5
ECO/TDO	13	6	7
ECO/TDO HOURS:	59	40	42
CIT - PAC HOURS:	110	110	100

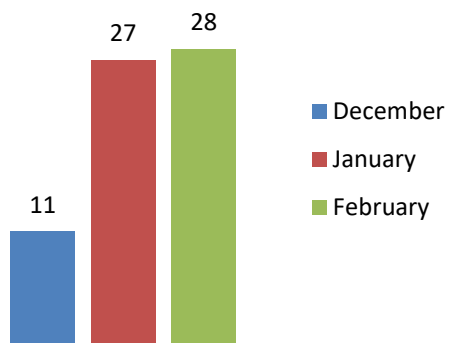
Uniform Traffic Summons Issued



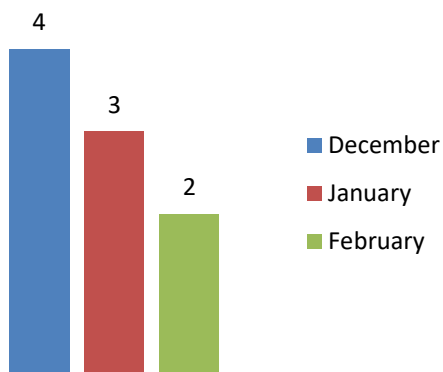
Traffic Stops



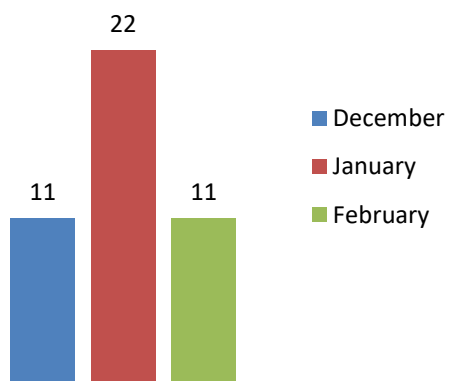
Speeding Tickets Issued



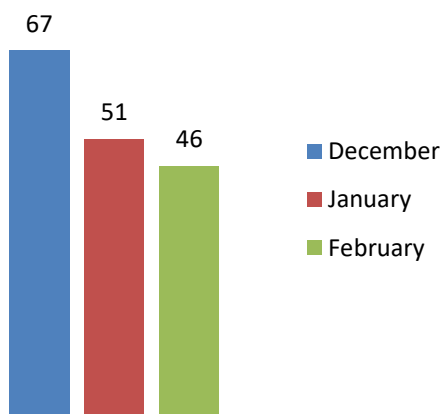
DUI



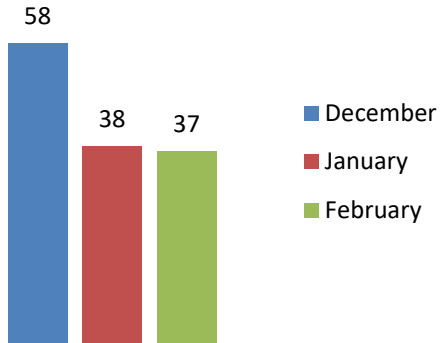
Collisions Investigated (TREDs)



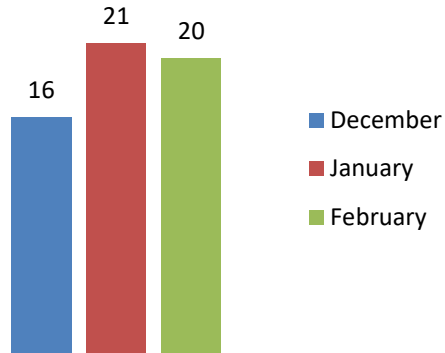
Motorist Aides



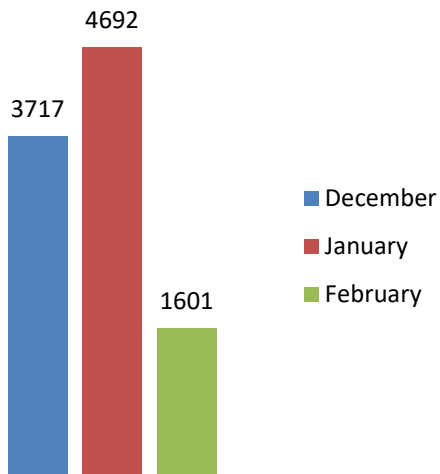
Criminal Arrests "Misdemeanor"



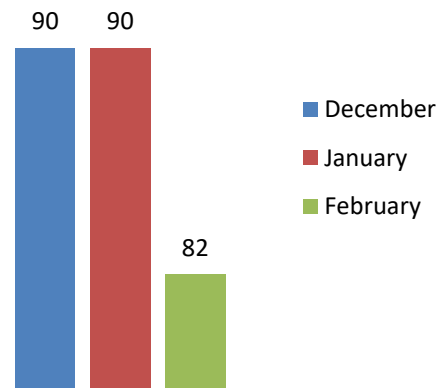
Criminal Arrests "Felony"



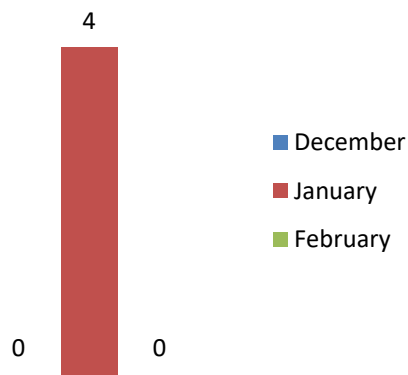
Incidents Addressed



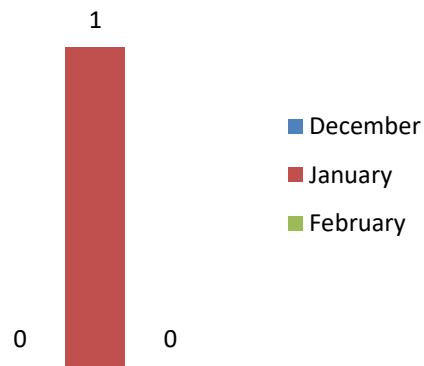
Incidents/Offenses Reportable "RMS"



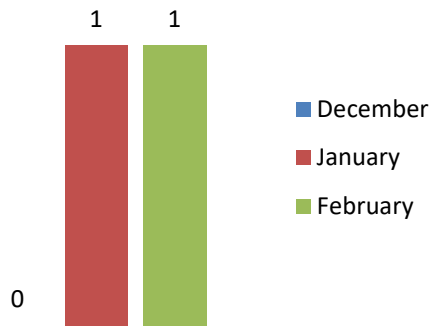
Grand Larceny Warrants



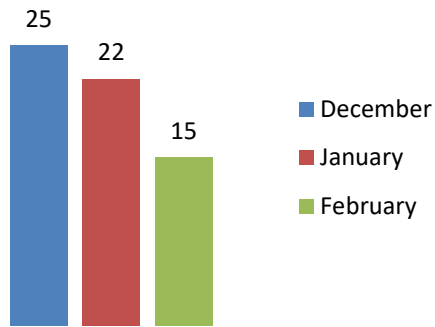
Breaking & Entering Reports



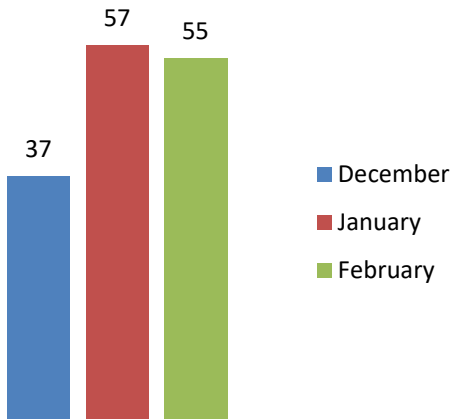
Breaking & Entering Warrants



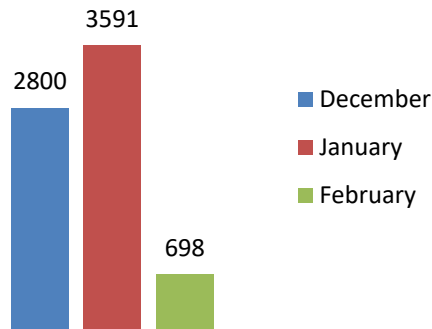
BOLO's (Be On Look Out)



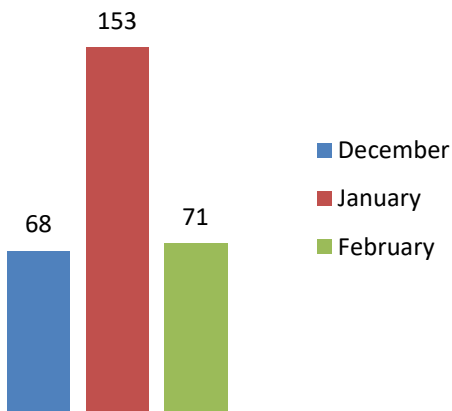
Follow-Ups



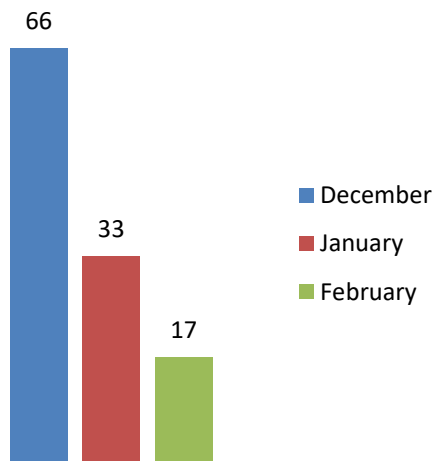
Businesses/Residences Checked "Foot Patrols"



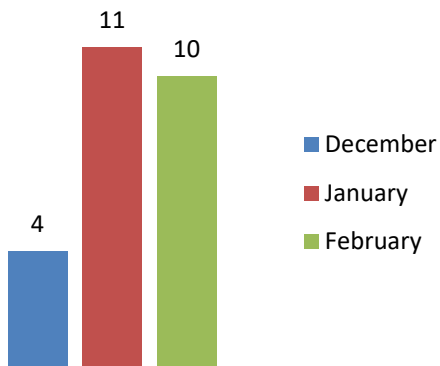
School Checks



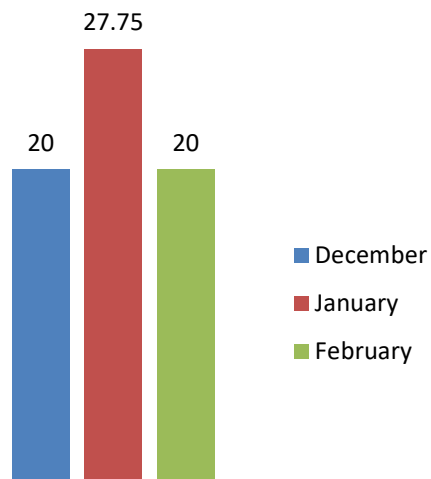
Alarm Responses



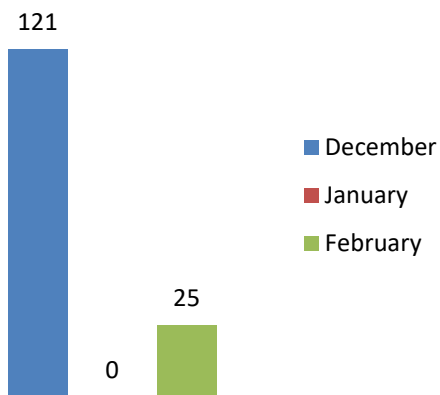
Open Doors, Windows, Etc. Unsecured



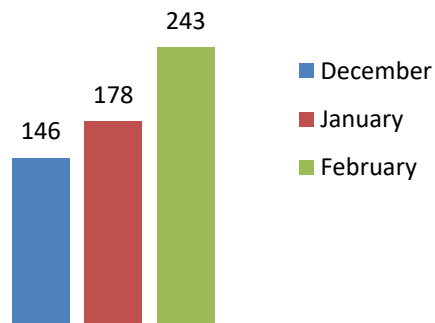
Court Hours



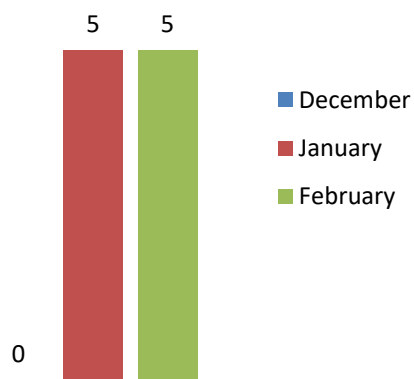
Training Hours



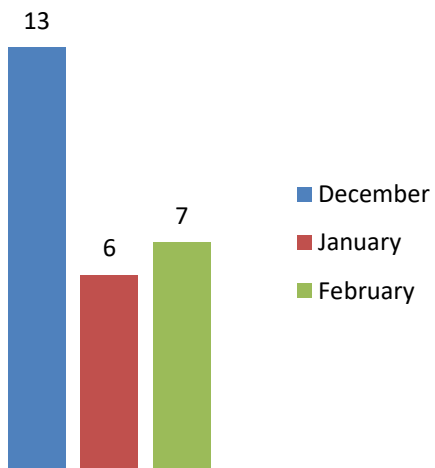
Special Assignment Hours



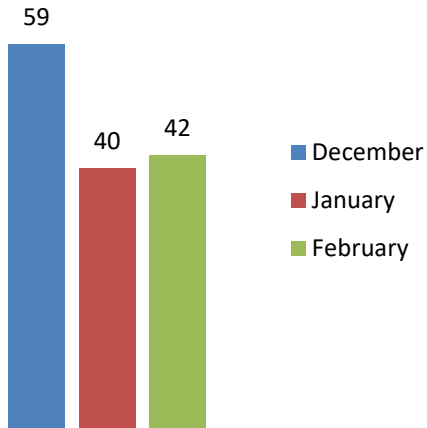
Harvester Hours Worked



ECO/TDO



ECO/TDO Hours



TRAFFIC ENFORCEMENT:

- ◇ Moving and stationary radar was conducted throughout the Town of Rocky Mount during February
- ◇ Reported streetlights out to Town Manager's office
- ◇ There were 11 reportable accidents with 8 of the accidents on our public streets

INVESTIGATIONS:

Follow Up Investigations: Follow up conducted on multiple cases

Search Warrants: Multiple

- ❖ Evidence/Property room management and inventory
- ❖ Court liaison duties conducted
- ❖ Taser maintenance and training performed
- ❖ Court discovery and camera downloads for the Department
- ❖ Transported evidence to the State Lab
- ❖ Assisted patrol with surveillance
- ❖ Maintenance of SRO Grant
- ❖ Maintenance of CESF Grant
- ❖ Re-entry council meeting attended
- ❖ Hiring process conducted
- ❖ Fire inspections and Fire Marshal duties conducted
- ❖ Active cases include: fraud, larceny, Public Works larceny/property damage, firearm on school property and cases with Social Services and Adult Protective Services

**COMMUNITY RESOURCE OFFICER:
MEETINGS/EVENTS (SLOAN)**

- ❖ Performed multiple fingerprints for walk-ins at the department
- ❖ Counsel patrol officers by answering questions and concerns
- ❖ Dropped off/picked up evidence from the Forensic Lab
- ❖ Scanning of files to email in the records room for retention purposes
- ❖ Took report for walk-in
- ❖ Assisted with walk-ins and phone calls
- ❖ Dropped off and picked up vehicles due for maintenance

**RESOURCE OFFICER REFERRAL'S
(Sanders/Police):**

- ❖ Diversions: Possession of Marijuana Products on School Property (x 1) (Sanders)
- ❖ Petitions: None

SPEEDING TICKETS ISSUED

Grassy Hill Road (x 5)

Old Franklin Turnpike (x 4)

Tanyard Road (x 4)

Booker T. Washington Highway (x 3)

Scuffling Hill Road (x 3)

North Main Street (x 3)

Pell Avenue (x 2)

State Street (x 2)

Bernard Road

South Main Street

CRIMINAL ARRESTS & LOCATIONS:

Possession of Meth	Bernard Road
Possession of THC Vape Device Underage	Tanyard Road
Driving Under the Influence	Old Franklin Turnpike
Driving Under the Influence	Perdue Lane
Drunk In Public	North Main Street
Drunk in Public	Perdue Lane
Drunk In Public	East Court Street
Drunk In Public	Pendleton Street
Drunk In Public	Old Franklin Turnpike
Driving w/ an Open Container of Alcohol	Perdue Lane
Possession of Alcohol Underage	North Main Street
Use of Another's ID to Purchase Alcohol	North Main Street
Refusal of Blood/Breath Test	Perdue Lane
Strangle w/ Injury	West College Street
Assault & Battery	West College Street
Domestic Assault	Windy Lane
Obstruction of Justice	East Court Street (x 2)
Obstruction of Justice	Bernard Road
Enter Building w/ Intent to Commit Larceny	East Court Street
Enter Property to Commit Damage	East Court Street
Embezzlement	Old Franklin Turnpike
Obtain Money by False Pretense	Ann Sink Street (x 2)
Obtain Money by False Pretense	Old Franklin Turnpike
Shoplifting	Old Franklin Turnpike (x 11)

Shoplifting	Tanyard Road
Warrant Service (Probation Violation)	North Main Street (x 2)
Warrant Service (PB-15)	Grassy Hill Road (x 2)
Warrant Service (Capias)	Virgil H. Goode Highway (x 5)
Warrant Service (Capias)	East Court Street (x 4)
Warrant Service (Capias)	Old Franklin Turnpike (x 2)
Warrant Service (Capias)	North Main Street
Warrant Service (Felony)	East Court Street
Warrant Service (Misdemeanor)	Virgil H. Goode Highway (x 2)
Warrant Service (Misdemeanor)	Tanyard Road
Emergency Custody Order	Floyd Avenue
Emergency Custody Order	Tanyard Road
Emergency Custody Order	Old Franklin Turnpike
Emergency Custody Order	East Court Street
Emergency Custody Order	Highland Avenue
Emergency Custody Order	Law Street
Temporary Detention Order	Floyd Avenue

MONTHLY STAFF REPORT

DATE:	April 10, 2023
TO:	Rocky Mount Town Council
FROM:	Brian Schofield, Public Works Superintendent
DEPARTMENT:	Public Works Department
MONTH:	March 2023

1. Read meters (1 day)
2. Meter repairs: replaced touch pads, trimmed bushes, gasket leaks, and cleanouts.
3. Meter cutoffs:20
4. Clean-up 5 days.
5. Cut trees along roads, sidewalks, and parks.
6. Repaired, replaced, or unplugged Nine sewer Mains or laterals.
7. Repaired One water Mains.
8. Repaired and/or replaced traffic lights and street signs.
9. Cut medium strip off on North, South Main St., and Pell Ave
10. Applied Salt one time this month on north facing roads and bridges
11. Received the new loader that was ordered last year.
12. Continue fixing from vandalism.
13. Continue to work on storm drains throughout town.
14. Ongoing exchanging out of new carts for citizens.
15. Started Mowing operations.

MONTHLY STAFF REPORT

MEETING DATE:	April 10, 2023
TO:	Rocky Mount Town Council
FROM:	Dennis Potter
DEPARTMENT:	Wastewater Treatment Plant
REPORT MONTH:	March, 2023

Average Daily Flow	0.818 MGD
Minimum TSS Reduction	97.1 %
Minimum BOD Reduction	98.3 %
Leachate (F.C. Landfill)	333,563 gallons
VPDES Violations	None
Sludge (Land filled @ F.C.)	28.72 Tons
Rain Total 2.7 inches	Snow Total 0 inches

The Wastewater Plant had 1 after hours alarms during the month of March, due to a power outage.

The staff worked on regular maintenance at the plant and the pump stations.

The staff assisted Public Works by running camera to check some sewer lines for issues.

The staff started 6-month maintenance at the plant.

The staff replaced SCADA batteries at Powder Mill and Altice Mill pump stations.

The staff serviced our mowers to get ready for mowing season.

We received our new mower from James River Equipment. We pushed it due to our current zero turn still being in the shop for repair.

We hosted Biology classes, from FCHS, to tour our facility on March 22nd.

Respectfully Submitted,

Dennis Potter

MONTHLY STAFF REPORT

DATE:	4/10/2023
TO:	Rocky Mount Town Council
FROM:	Michael K. Adkins – Water Superintendent
DEPARTMENT:	Water Department
MONTH:	March 2023

Operation and Production Summary:

The actual water production time (water filtering) for the entire month averaged 10.5 hours a day, which yielded approximately 832,373 gallons per day. Rainfall for this month was 1.8 inches, as measured at the water treatment plant. Therefore, the Blackwater River flow continues to be adequate for regular operation.

Total Raw Water Pumped:	24.27 million gallons
Total Drinking Water Produced:	24.87 million gallons
Average Daily Production:	832,373 gallons per day
Ave Percent of Production Capacity:	41.62%
Flushing of Hydrants/Tanks/FD Use:	13,000 + 40,000 F.D. gals = 53,000 gallons
Plant Process Water:	902,000 gallons (finished water used by the plant)
Bulk Water Sold @ W.T.P.:	525 gallons
Bulk Water used at PW Shop	6,900 gallons
Tank Cleanout/Drainage	19,209 gallons
WVWA Water	0.0 million gallons

Testing:

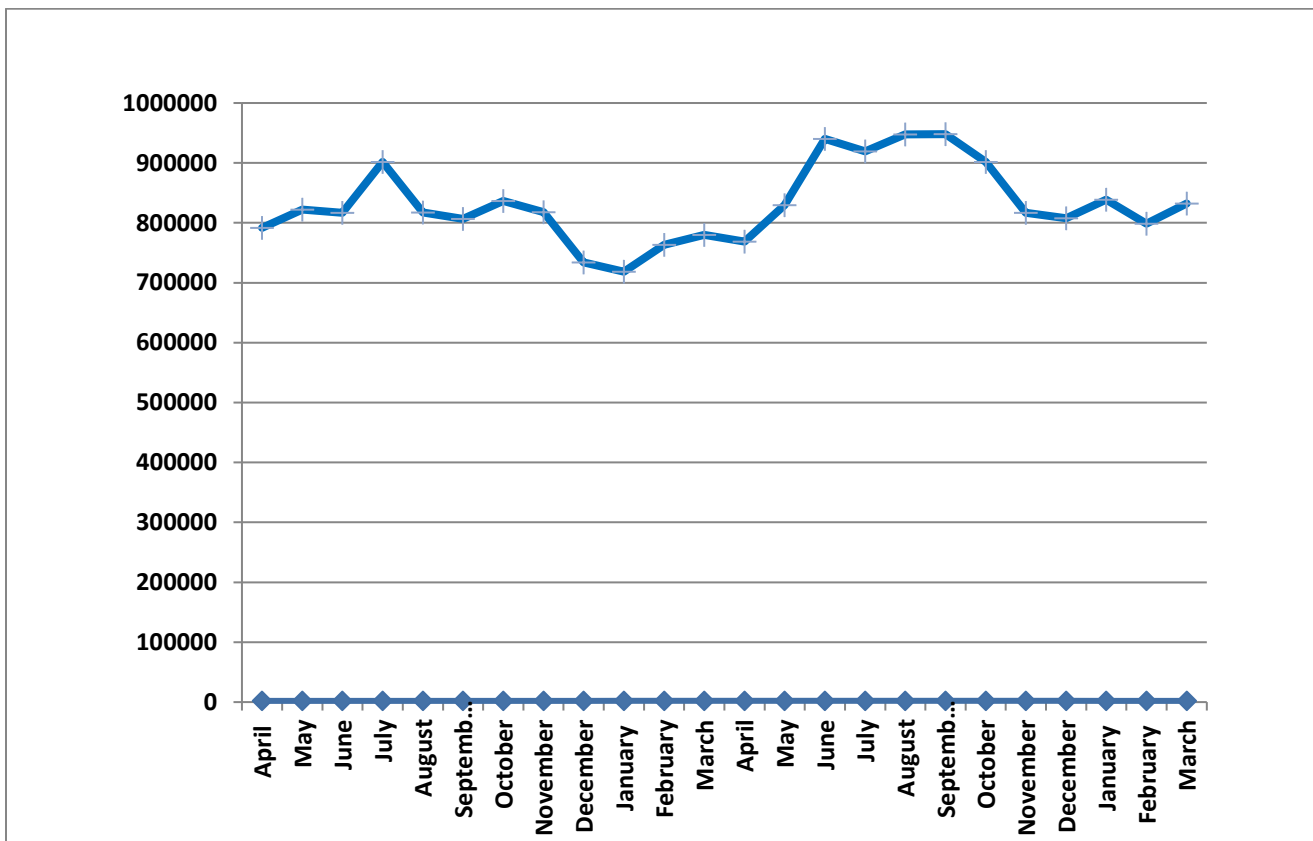
- Our monthly (7 total) routine bacteriological samples were free of bacteria. Therefore, the Town continues to comply with all drinking water standards by E.P.A. requirements.
- We stopped the Auto-flushing program on Nov 20, 2022. Due to cold weather. This process reduces TTHM and HAA5's and provides higher quality water to lines with low usage and no circulation. Staff will restart program when temperatures allow.

Activities / Maintenance / Improvements

- The staff continued with our weekly checks of the chemical feeders, pump stations, equipment at tank sites, and monthly checklists around the plant, the river, and the dam. In addition, we continue to perform routine maintenance and groundskeeping.
- The interconnect with WVWA supplied 0.0 million gallons of water, which averages 0 gallons a day. Due to low chlorine residual from WVWA, connection has been cut off until problem can be corrected. Connection has been off since June 2022.
- Staff in conjunction with public works continued preliminary work on Lead Service Line inventory list as required by the EPA. Staff has been entering information into the IworQs database.
- Two Operators attended a two-day training course at the Salem water treatment plant.
- Staff and SCADA contractor continued work on SCADA system.
- Staff performed manual hydrant flushing in select areas to maintain the highest level of quality.
- Staff drained and washed out the sedimentation basins which is performed twice a year (Spring & Fall) and refilled. Manually washing the basins out with fire hydrant hoses twice a year helps maintain water quality.

- The water plant also hosted a school field trip by FCHS AP science class.

Water Plant Production in Gallons Per Day (April 2021 to March 2023)



ITEM(S) TO BE CONSIDERED UNDER:
Other

FOR COUNCIL MEETING DATED:	April 10, 2023
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STAFF MAKING REQUEST:	Robert J. Wood, Town Manager
BRIEF SUMMARY OF REQUEST:	As we have discussed in the past, vehicles are difficult to find and purchase at this time due to supply chain and labor issues. Given that there are a number of grants for law enforcement agencies that are being announced and awarded right now and that most localities have budgets that start on July 1st, it is going to be even harder to find police vehicles in the near future. Staff recommend that Council approve the purchase of three vehicles at this time rather than waiting until after July 1st given the likelihood that it will become even more difficult to find available vehicles after July 1st. We expect to receive a grant that will cover the cost of two of the three vehicles, and the grant will allow the Town to reimburse itself for the purchases. Chief Young will summarize the details (types of vehicles, costs, etc.) on Monday night.
ACTION NEEDED:	Approve the purchase of three vehicles for the Police Department.

Attachment(s): None

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

FOR COUNCIL MEETING DATED:	April 10, 2023
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STAFF MAKING REQUEST:	Robert J. Wood, Town Manager
BRIEF SUMMARY OF REQUEST:	The Virginia State Code allows localities to use collection attorneys or agencies to assist with the collection of delinquent accounts. The proposed resolution included with this item would allow staff to work with a collection attorney or agency to collect monies that are owed to the Town.
ACTION NEEDED:	Approval of the resolution.

Attachment(s):

1. 2023.0410 1000.2 Resolution for Collection of Delinquent Accounts

FOLLOW-UP ACTION: (To be completed by the Town Clerk)
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RESOLUTION NO.: 2023.007

RESOLUTION AUTHORIZING THE TOWN TO EMPLOY THE SERVICES OF A PRIVATE COLLECTION ATTORNEY TO ASSIST WITH THE COLLECTION OF ALL DELINQUENT ACCOUNTS AND TO AUTHORIZE THE IMPOSITION OF A FEE TO COVER THE COST OF RETAINING A PRIVATE COLLECTION ATTORNEY

WHEREAS, there are certain bills that the Town has been unable to collect, and it is in the interest of the Town to retain a private collection attorney to assist with the collection of all delinquent accounts and other charges; and

WHEREAS, Section 58.1-3934 of the Code of Virginia allows the Town to employ the services of a private collection attorney to assist with the collection of all delinquent taxes and other charges; and

WHEREAS, Section 58.1-3958 of the Code of Virginia allows the governing body to impose fees to cover the reasonable attorney's or collection agency's fees actually contracted for, not to exceed 20% of the amount collected and which fees are chargeable against the delinquent;

NOW, THEREFORE BE IT RESOLVED, by the Town Council for the Town of Rocky Mount, that, pursuant to Virginia Code Section 58.1-3934, it hereby authorizes the employment of the services of a private collection attorney to assist with the collection all delinquent accounts; and

BE IT FURTHER RESOLVED, that the Town Council for the Town of Rocky Mount pursuant to the authority of Virginia Code Section 58.1-3958, authorizes the addition of a the maximum permitted fee to all delinquent bills to cover the reasonable actual expense of employing the private collection attorney.

This resolution is adopted as of April 10, 2023.

AYES:

NAYS:

TOWN OF ROCKY MOUNT

BY: _____
C. Holland Perdue, III, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

ITEM(S) TO BE CONSIDERED UNDER:
Other

FOR COUNCIL MEETING DATED:	April 10, 2023
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STAFF MAKING REQUEST:	Robert J. Wood, Town Manager
BRIEF SUMMARY OF REQUEST:	Finance Director Copenhaver and I will present a short summary of the proposed budget on Monday evening. That summary is just an introduction to the proposed budget since Council will be holding two work sessions on the 18th and 20th to discuss the proposed budget in more detail. After the short presentation, copies of the proposed budget will be passed out to Council for use throughout the budget review and approval process.
ACTION NEEDED:	No action is needed.

Attachment(s): None

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