



TOWN COUNCIL
REGULAR MEETING
AGENDA

January 12, 2026
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. Approval of Consent Agenda
 - 4.1. Miscellaneous Action
 - 4.2. Miscellaneous Resolutions/Proclamations
 - 4.3. Approval of Draft Minutes
 - Regular Town Council Meeting Draft Minutes - December 8, 2025
 - Special Called Town Council Meeting Draft Minutes - January 5, 2026
 - 4.4. Departmental Monthly Reports
 - Community Development Department
 - Finance Department
 - Fire Department
 - Police Department
 - Public Works Department
 - Wastewater Department
 - Water Department

5. Special Items
 - 5.1. Recognition of Community Partnership of Rocky Mount, Rocky Mount Rotary Club, Rocky Mount Public Works, and Rocky Mount Police Department for Christmas Events
 - 5.2. Recognition of Officer Police as the Mothers Against Drunk Drivers Award (MADD) recipient for the Rocky Mount Police Department for 2025
6. New Business
 - Performance Agreement with Cornerstone Building Brands, Commonwealth of Virginia, and County of Franklin.
7. Hearing of Citizens
8. Adjournment



**ROCKY MOUNT TOWN COUNCIL
REGULAR MEETING MINUTES**

**December 8, 2025
6:00 p.m.**

The following members
of Council were present:

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

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 W. Moore, Assistant Town Manager
Vincent Copenhaver, Finance Director
Michael "Kevin" Adkins, Water Treatment Plant Superintendent
Dennis "Moe" Potter, Wastewater Treatment Plant Superintendent
Daniel Pinard, Economic & Cultural Development Director
Mark Lovern, 1st Sergeant, RMPD
Missy Morris, Virginia Main Street Executive Director
Brian Schofield, Public Works Superintendent

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 that all members were present.

2. Pledge of Allegiance

Mayor Perdue led in the pledge of allegiance.

3. Approval of Agenda

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

Motion: To approve the agenda with the removal of item number 4.1 on the Consent Agenda entitled Ordinance regarding terms of office pertaining to Planning Commission. This item will be discussed under New Business.

Motion By: Council Member Tuning

Seconded: Vice Mayor Mullins

Motion Discussion: None

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

Approved (6 to 0)

4. Approval of Consent Agenda

4.1 Miscellaneous Action

Ordinance regarding terms of office pertaining to Planning Commission

4.2 Miscellaneous Resolutions/Proclamations

4.3 Approval of Draft Minutes

Regular Town Council Meeting Draft Minutes – November 10, 2025

4.4 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 except for 4.1 (Ordinance regarding terms of office pertaining to Planning Commission).

Motion By: Council Member Tuning

Second: Vice Mayor Mullins

Motion Discussion: None

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

Approved (6 to 0)

5. Public Hearing

5.1 Adoption of resolution for amendments to Town Charter

No one signed up from the public to speak.

Motion: To adopt the resolution for amendments to Town Charter.

Motion By: Vice Mayor Mullins

Second: Council Member Tuning

Motion Discussion: None

Ayes: (5): Vice Mayor Mullins, Council Member Casey, Council Member Clements, Council Member Newbill, and Council Member Tuning

Nays: (1): Council Member Lee

Approved (5 to 1 in favor of approving the Town Charter)

6. New Business

6.1 Presentation of the FY24-25 Audited Financial Report

Ms. Emily Viers with Robinson, Farmer, Cox Associates formally presented a summary of the FY24-25 Financial Report to Council and those in the audience. She gave a clean, unmodified opinion on the Town's Financial Report.

The Finance and Human Services Committee met prior to the Council meeting where a presentation of the annual financial reports was made to the Committee and members of Council in attendance. Chairman of the Finance and Human Services Committee, Council Member Mark Newbill, recommended Town Council accept the audit.

Motion: To accept the audit as presented

Motion By: Vice Mayor Mullins

Second: Council Member Tuning

Motion Discussion: None

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

Approved (6 to 0)

6.2 Approval of Fiscal Year 2026-2027 Budget and Capital Improvement Plan Adoption Calendar

Motion: To approve the request

Motion By: Council Member Tuning

Second: Vice Mayor Mullins

Motion Discussion: None

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

Approved (6 to 0)

6.3 Ordinance Regarding Terms of Office Pertaining to Planning Commission
Note: This item was taken out of the Consent Agenda for discussion.

If approved, the Ordinance would change the terms of the Commissioners from 4-year staggered terms to, instead, all coincide with the mayor's term. The Commissioners terms would all end December 31, 2026, and Town Council would reappoint or appoint new Commissioners beginning January 1, 2027.

Motion: To deny the adoption of the proposed amendment change to the ordinance or leave the terms of office as is.

Motion By: Council Member Lee

Second: Council Member Casey

Motion Discussion: Members of Council discussed the pros and cons of changing the terms proposed in the ordinance.

A voice vote was taken, but the outcome was unclear, so the Mayor asked for a role call vote.

MEMBERS	ATTENDANCE	VOTE
Benjamin K. Mullins	Present	NO
A. Ralph Casey	Present	NO
David K. Clements	Present	NO
J. Tyler Lee	Present	YES
Mark H. Newbill	Present	NO
Lucas A. Tuning	Present	NO
C. Holland Perdue III	Present	NO

Mayor Perdue stated that on a vote of 6-1 the motion failed.

Motion: To adopt the ordinance

Motion By: Vice Mayor Mullins

Seconded: Council Member Tuning

Motion Discussion: None

MEMBERS	ATTENDANCE	VOTE
Benjamin K. Mullins	Present	YES
A. Ralph Casey	Present	YES
David K. Clements	Present	YES
J. Tyler Lee	Present	NO
Mark H. Newbill	Present	YES
Lucas A. Tuning	Present	YES
C. Holland Perdue III	Present	YES

Approved (6 to 1 in favor of adopting the ordinance.)

7. Hearing of Citizens

No one from the public signed up to speak.

8. **Closed Meeting and Action**

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

Time: 6:17 p.m.

Virginia Code Section:

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.

Section 2.2-3711(a).5 Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community.

Motion: To go into closed session

Motion By: Council Member Lee

Second: Council Member Tuning

Motion Discussion: None

Action: To go into a closed meeting

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

Approved (6 – 0)

Going Into Closed Session

Returning from Closed Session

Town Clerk Dillon Stated the Recording had Resumed.

Time: 6:52 p.m.

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 Mullins	Present	Certify
A. Ralph Casey	Present	Certify
David K. Clements	Present	Certify
J. Tyler Lee	Present	Certify
Mark H. Newbill	Present	Certify
Lucas A. Tuning	Present	Certify
Mayor, C. Holland Perdue III	Present	Certify

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

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, December 8, 2025, 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

Motion: To come out of closed session

Motion By: Council Member Tuning

Second: Vice Mayor Mullins

Motion Discussion: None

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

Approved (6 – 0)

9. **Adjournment**

Motion: To adjourn

Time: 6:53 p.m.

Motion By: Council Member Tuning

Seconded By: Vice Mayor Mullins

Motion Discussion: None

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

Approved (6 to 0)

Action: Meeting was adjourned

C. Holland Perdue III, Mayor

ATTEST:

Rebecca H. Dillon, Town Clerk



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

**January 5, 2026
5:30 p.m.**

The following members
of Council were present:

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

The following staff
members were also
present:

John T. Boitnott, Town Attorney
Robert J. Wood, Town Manager
Cherie Compton, Deputy Town Clerk
Mark W. Moore, Assistant Town Manager
Vincent Copenhaver, Finance Director
Daniel Pinard, Economic & Cultural Development Director
Jessica Angle, Town Planner

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

2. **Pledge of Allegiance**

Mayor Perdue led in the pledge of allegiance.

3. **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 Lee

Seconded: Vice Mayor Mullins

Motion Discussion: None

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

Approved (6 to 0)

4. **Approval of Consent Agenda**

Prior to the meeting, Council received Town Council Meeting Minutes for December 18, 2025, and Town Council Reorganizational Meeting Minutes for January 5, 2026, for review and consideration.

Motion: To approve the minutes as presented

Motion By: Council Member Tuning

Seconded: Vice Mayor Mullins

Motion Discussion: None

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

Approved (6 to 0)

5. **Public Hearing (with action)**

5.1. Special Exception - Franklin County is requesting a special exception permit regarding use of the property located at 260 Weaver Street, Rocky Mount.

Motion: To approve the special exception permit with conditions

Motion By: Council Member Lee

Second: Vice Mayor Ben Mullins

Motion Discussion: None

Ayes: (6): Vice Mayor Mullins, Council Member Casey, Council Member Clements, Council Member Lee, Council Member Newbill, and Council Member Tuning
Approved (6 to 0)

No one from the public signed up to speak during the public hearing.

6.1. Rezone - Franklin County is requesting to rezone 21 acres located at 260 Weaver Street, Rocky Mount.

Prior to public hearing applicant withdrew application

6. **Adjournment**

Motion: To adjourn

Time: 5:38 p.m.

Motion By: Vice Mayor Mullins

Seconded By: Council Member Lee

Motion Discussion: None

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

Approved (6 – 0)

Action: Meeting was adjourned

C. Holland Perdue III, Mayor

ATTEST:

Cherie Compton, Deputy Clerk

Planning & Zoning Monthly Report

12/01/2025 - 12/31/2025

Permit #	Permit Date	Permit Type	Parcel Address	Main Status	Applicant / Business Name	Owner Name	Description
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Group: Sign

2025118	12/29/2025	Sign	345 SOUTH MAIN ST	Approved	Kartesz Family Eye Care	A TO B ENTERPRISES LLC	new wall signage
2025117	12/23/2025	Sign	40 MEMBER ONE WAY	Approved	KAYLA HAERTEL	MEMBER ONE FEDERAL CREDIT UNION	replacement signage - new name

Group Total: 2

Group: Zoning

2025116	12/22/2025	Zoning	155 PENNY LN	Approved	Smoot Construction LLC	LINDE C ELAINE	Construct single family home
2025115	12/18/2025	Zoning		Pending	LE & D Professionals PC	HALL WILLIAM MONROE & MELISSA	Construction of new Tractor Supply
2025114	12/12/2025	Zoning		Approved	Smithers Construction LLC	Smithers Construction LLC	Construction of new single family dwelling
2025113	12/3/2025	Zoning		Approved	NBS Real Estate, LLC	PERDUE DANNY M (TRUSTEE)	New Residential Construction-stick built on site

Group Total: 4

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Total Records: 6

1/2/2026

FOIA Monthly Report December 2025

Date	Requested By	Topic
12/30/25	Kristin Niverfa, Whiting Law Office	Information on motor vehicle accident on 12/1/25

YEAR-TO-DATE BUDGET REPORT FOR THE SIX MONTHS ENDED DEC 31, 2025

FOR 2026 06

	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	1,000,282	1,761,085	.00	.00	1,761,085.00	.0%*
TOTAL USE OF SURPLUS	1,000,282	1,761,085	.00	.00	1,761,085.00	.0%
11011000 GENERAL PROPERTY TAXES						
11011000 41101 REAL PROPERTY - CUR	871,844	871,844	.00	.00	871,844.00	.0%*
11011000 41102 REAL PROPERTY - DEL	40,879	40,879	36,622.21	760.23	4,256.79	89.6%*
11011000 41103 PUBLIC SERVICE - CU	34,509	34,509	.00	.00	34,509.00	.0%*
11011000 41105 PERSONAL PROPERTY -	339,696	339,696	36.96	36.96	339,659.04	.0%*
11011000 41106 PERSONAL PROPERTY -	30,000	30,000	29,837.26	692.66	162.74	99.5%*
11011000 41107 MACHINERY & TOOLS -	188,214	188,214	.00	.00	188,214.00	.0%*
11011000 41110 PENALTIES ON TAXES	11,832	11,832	6,469.65	328.29	5,362.35	54.7%*
11011000 41111 INTEREST ON DELINQ	6,348	6,348	3,849.54	398.83	2,498.46	60.6%*
TOTAL GENERAL PROPERTY TAXES	1,523,322	1,523,322	76,815.62	2,216.97	1,446,506.38	5.0%
11012000 OTHER LOCAL TAXES						
11012000 41201 LOCAL SALES & USE T	342,000	342,000	194,223.39	37,351.43	147,776.61	56.8%*
11012000 41202 MEALS TAX	2,840,000	2,840,000	1,560,298.46	264,286.07	1,279,701.54	54.9%*
11012000 41203 PENALTY-DEL MEALS T	0	0	5,010.33	1,365.21	-5,010.33	100.0%*
11012000 41204 INTEREST-DEL MEALS	0	0	4,187.03	1,449.60	-4,187.03	100.0%*
11012000 41205 TRANSIENT OCCUPANCY	215,000	215,000	163,037.44	19,979.38	51,962.56	75.8%*
11012000 41208 CIGARETTE TAX	56,000	56,000	32,010.00	4,365.00	23,990.00	57.2%*
11012000 41209 BANK STOCK TAX	378,445	378,445	198.00	198.00	378,247.00	.1%*
11012000 41210 CONSUMER UTILITY TA	323,000	323,000	158,310.38	49,319.58	164,689.62	49.0%*
11012000 41212 TRANSIENT OCCUP TAX	106,000	106,000	.00	.00	106,000.00	.0%*
TOTAL OTHER LOCAL TAXES	4,260,445	4,260,445	2,117,275.03	378,314.27	2,143,169.97	49.7%
11012500 BUSINESS LICENSE TAXES						
11012500 41301 BPOL-RETAIL	475,847	475,847	24,999.19	1,300.00	450,847.81	5.3%*

YEAR-TO-DATE BUDGET REPORT FOR THE SIX MONTHS ENDED DEC 31, 2025

FOR 2026 06

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT USE/COL
11012500 41302 BPOL-PROFESSIONAL	206,889	206,889	10,357.77	727.55	196,531.23	5.0%*
11012500 41303 BPOL-REPAIRS/PERS S	132,748	132,748	8,142.30	750.00	124,605.70	6.1%*
11012500 41304 BPOL-CONTRACTOR	78,219	78,219	8,933.94	405.06	69,285.06	11.4%*
11012500 41305 BPOL-UTILITY	6,474	6,474	.00	.00	6,474.00	.0%*
11012500 41307 BPOL-MISCELLANEOUS	8,726	8,726	500.00	.00	8,226.00	5.7%*
11012500 41308 BPOL-ALCOHOLIC BEVE	1,125	1,125	100.00	.00	1,025.00	8.9%*
11012500 41309 BPOL-PENALTIES & I	12,130	12,130	4,269.98	.00	7,860.02	35.2%*
TOTAL BUSINESS LICENSE TAXES	922,158	922,158	57,303.18	3,182.61	864,854.82	6.2%
11013000 PERMITS & LICENSES						
11013000 42111 PLANNING & ZONING F	7,500	7,500	7,399.66	345.00	100.34	98.7%*
11013000 42112 FARMERS MARKET FEES	6,000	6,000	3,195.00	.00	2,805.00	53.3%*
11013000 42113 FARMERS MKT EBT'S D	6,000	6,000	.00	.00	6,000.00	.0%*
11013000 42114 WELCOME CENTER FEES	7,977	7,977	5,395.15	1,340.00	2,581.85	67.6%*
11013000 42116 RETURN CHECK FEES	5,000	5,000	1,297.45	.00	3,702.55	25.9%*
TOTAL PERMITS & LICENSES	32,477	32,477	17,287.26	1,685.00	15,189.74	53.2%
11014000 FINES & FORFEITURES						
11014000 42211 COURT FINES	31,000	31,000	17,882.74	-330.00	13,117.26	57.7%*
11014000 42213 GARBAGE VIOLATION F	0	0	-75.00	.00	75.00	100.0%
TOTAL FINES & FORFEITURES	31,000	31,000	17,807.74	-330.00	13,192.26	57.4%
11015000 PROCEEDS FROM USE OF ASSETS						
11015000 42311 INTEREST ON MONEY/I	358,000	358,000	228,763.43	25,838.42	129,236.57	63.9%*
11015000 42312 RENTAL OF GENERAL P	85,650	99,786	50,118.00	45,406.00	49,668.00	50.2%*
TOTAL PROCEEDS FROM USE OF ASSETS	443,650	457,786	278,881.43	71,244.42	178,904.57	60.9%
11016000 CHARGES FOR SERVICES						
11016000 42411 REFUSE COLLECTION C	360,000	360,000	196,954.27	66,855.89	163,045.73	54.7%*

YEAR-TO-DATE BUDGET REPORT
FOR THE SIX MONTHS ENDED DEC 31, 2025

FOR 2026 06

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT USE/COL
11016000 42413 TRUCK RENTAL FEES	1,900	1,900	900.00	60.00	1,000.00	47.4%*
11016000 42418 PASSPORT SERVICE FE	18,000	18,000	11,910.00	2,125.00	6,090.00	66.2%*
11016000 42419 SECURITY SERVICES	12,500	12,500	11,272.50	5,608.00	1,227.50	90.2%*
11016000 42420 POLICE REPORTS	1,680	1,680	394.00	.00	1,286.00	23.5%*
11016000 42421 FINGERPRINT SERVICE	0	0	70.00	.00	-70.00	100.0%*
11016000 42422 CRISIS INTERVENTION	34,000	34,000	.00	.00	34,000.00	.0%*
TOTAL CHARGES FOR SERVICES	428,080	428,080	221,500.77	74,648.89	206,579.23	51.7%
11018000 MISCELLANEOUS GENERAL						
11018000 42511 RECOVERIES	0	0	28,584.15	4,438.02	-28,584.15	100.0%*
11018000 42515 DONATIONS	0	53,600	59,589.15	2,205.15	-5,989.15	111.2%*
11018000 42524 INSURANCE RECIPITS F	33,744	53,806	48,624.32	.00	5,181.68	90.4%*
11018000 42525 UNITED WAY	0	30,000	28,733.00	28,733.00	1,267.00	95.8%*
11018000 45105 REBATES & RECOVERIE	0	0	4,996.12	4,996.12	-4,996.12	100.0%*
TOTAL MISCELLANEOUS GENERAL	33,744	137,406	170,526.74	40,372.29	-33,120.74	124.1%
18522000 COMMONWEALTH-NONCATEGORICAL						
18522000 43211 PPTRA FROM STATE	53,861	53,861	53,860.60	.00	.40	100.0%*
18522000 43212 COMMUNICATIONS TAX	127,580	127,580	62,477.66	10,474.73	65,102.34	49.0%*
18522000 43213 LITTER GRANT	4,800	4,800	4,388.00	4,388.00	412.00	91.4%*
18522000 43214 ROLLING STOCK TAX	3,800	3,800	3,836.78	.00	-36.78	101.0%*
18522000 43215 RENTAL TAX	18,000	18,000	5,029.49	103.15	12,970.51	27.9%*
18522000 43216 OTHER NON-CATEGORIC	0	1,000	1,000.00	.00	.00	100.0%*
TOTAL COMMONWEALTH-NONCATEGORICAL	208,041	209,041	130,592.53	14,965.88	78,448.47	62.5%
18524000 COMMONWEALTH-CATEGORICAL						
18524000 43112 SCHOOL RES OFFICER	53,002	53,002	41,544.75	.00	11,457.25	78.4%*
18524000 43311 FIRE PROGRAMS-STATE	0	27,442	41,284.16	13,842.16	-13,842.16	150.4%*
18524000 43312 STREET MAINTENANCE-	1,992,668	1,992,668	1,008,162.32	504,081.16	984,505.68	50.6%*
18524000 43313 LAW ENFORCEMENT AID	144,480	144,480	72,242.00	.00	72,238.00	50.0%*
18524000 43315 OTHER POLICE CAT AI	0	12,000	1,424.00	500.00	10,576.00	11.9%*
18524000 43319 DMV GRANTS	0	0	9,369.94	.00	-9,369.94	100.0%*

YEAR-TO-DATE BUDGET REPORT FOR THE SIX MONTHS ENDED DEC 31, 2025

FOR 2026 06

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT USE/COL
18524000 43322 VA TOURISM GRANT	0	20,000	.00	.00	20,000.00	.0%*
18524000 43325 VA DEPT EMERGENCY M	0	0	87,201.67	.00	-87,201.67	100.0%*
TOTAL COMMONWEALTH-CATEGORICAL	2,190,150	2,249,592	1,261,228.84	518,423.32	988,363.16	56.1%
18525000 FEDERAL GOVERNMENT REVENUE						
18525000 43417 BULLET PROOF VEST G	0	1,919	1,918.89	.00	.11	100.0%*
TOTAL FEDERAL GOVERNMENT REVENUE	0	1,919	1,918.89	.00	.11	100.0%
18535000 LOCAL GOVERNMENT AID						
18535000 43111 VOLUNTEER FIRE DEPT	30,000	30,000	869,537.02	.00	-839,537.02	2898.5%*
18535000 43112 OTH AID-SCHOOL RESO	50,000	50,000	.00	.00	50,000.00	.0%*
18535000 43114 COUNTY EXP REIMB FO	75,000	75,000	.00	.00	75,000.00	.0%*
TOTAL LOCAL GOVERNMENT AID	155,000	155,000	869,537.02	.00	-714,537.02	561.0%
TOTAL GENERAL FUND	11,228,349	12,169,311	5,220,675.05	1,104,723.65	6,948,635.95	42.9%
TOTAL REVENUES	11,228,349	12,169,311	5,220,675.05	1,104,723.65	6,948,635.95	
20 WATER & WASTEWATER FUND						
20090000 APPROPRIATED FUND BAL REVENUE						
20090000 42562 APPROPRIATED FUND B	0	59,337	.00	.00	59,337.00	.0%*
TOTAL APPROPRIATED FUND BAL REVEN	0	59,337	.00	.00	59,337.00	.0%
25020000 WATER CHARGES						
25020000 42313 PROPERTY RENT (CELL	183,600	183,600	67,008.80	14,129.36	116,591.20	36.5%*
25020000 45101 WATER SALES	1,943,343	1,943,343	941,545.72	315,110.44	1,001,797.28	48.4%*
25020000 45102 WATER CONNECTIONS	50,000	50,000	26,658.20	7,550.00	23,341.80	53.3%*

YEAR-TO-DATE BUDGET REPORT
FOR THE SIX MONTHS ENDED DEC 31, 2025

FOR 2026 06

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT USE/COL
25020000 45103 DISCONNECT-CUT OFF	29,000	29,000	9,826.04	2,076.04	19,173.96	33.9%*
25020000 45104 PENALTIES	35,000	35,000	17,561.47	3,270.55	17,438.53	50.2%*
25020000 45105 REBATES & RECOVERIE	0	0	525.00	105.00	-525.00	100.0%*
25020000 45106 BULK WATER PURCHASE	12,000	12,000	6,262.68	188.46	5,737.32	52.2%*
25020000 45107 FIRE SUPPRESSION CH	0	0	19,259.15	6,570.89	-19,259.15	100.0%*
TOTAL WATER CHARGES	2,252,943	2,252,943	1,088,647.06	349,000.74	1,164,295.94	48.3%
25530000 WASTEWATER CHARGES						
25530000 45201 WASTEWATER COLLECTI	1,295,649	1,295,649	660,144.94	228,413.06	635,504.06	51.0%*
25530000 45202 SEWER CONNECTIONS	20,000	20,000	1,000.00	1,000.00	19,000.00	5.0%*
TOTAL WASTEWATER CHARGES	1,315,649	1,315,649	661,144.94	229,413.06	654,504.06	50.3%
28524000 HEALTH DEPT GRANT						
28524000 43321 HEALTH DEPT GRANT	0	21,185	19,807.98	.00	1,377.02	93.5%*
TOTAL HEALTH DEPT GRANT	0	21,185	19,807.98	.00	1,377.02	93.5%
TOTAL WATER & WASTEWATER FUND	3,568,592	3,649,114	1,769,599.98	578,413.80	1,879,514.02	48.5%
TOTAL REVENUES	3,568,592	3,649,114	1,769,599.98	578,413.80	1,879,514.02	
GRAND TOTAL	14,796,941	15,818,425	6,990,275.03	1,683,137.45	8,828,149.97	44.2%

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

YEAR-TO-DATE BUDGET REPORT
FOR THE SIX MONTHS ENDED DEC 31, 2025

FOR 2026 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND							
10091020 NON-DEPARTL GENERAL FUND	2,564,896	2,453,963	1,399,962.56	18,541.19	.00	1,054,000.44	57.0%
11011010 MAYOR & TOWN COUNCIL	190,605	190,605	93,237.18	13,245.33	.00	97,367.82	48.9%
11012020 TOWN MANAGER	424,922	429,689	220,633.94	33,333.19	.00	209,055.06	51.3%
11012040 TOWN ATTORNEY	62,160	62,160	21,975.96	.00	.00	40,184.04	35.4%
11012130 FINANCE DEPARTMENT	655,007	659,887	348,917.75	52,115.22	.00	310,969.25	52.9%
11081060 PASSPORT PROGRAM	3,125	3,125	573.87	27.24	.00	2,551.13	18.4%
12031010 POLICE DEPARTMENT	3,018,886	3,101,456	1,535,075.71	255,655.53	.00	1,566,380.29	49.5%
12031015 POLICE DEPT GRANTS	0	110,399	20,266.64	415.00	.00	90,132.36	18.4%
12032020 VOLUNTEER FIRE DEPT	231,000	337,337	103,898.28	19,210.10	57,063.49	176,375.23	47.7%
12043130 IMPOUND LOT	2,500	2,500	316.22	73.84	.00	2,183.78	12.6%
13041000 PUBLIC WORKS ADMINISTRATION	1,471,473	845,105	77,052.04	10,403.06	.00	768,052.96	9.1%
13041020 PUB WORKS NON-VDOT ELIGIBLE	3,200	3,200	2,544.71	760.83	.00	655.29	79.5%
13041040 STREET LIGHTS	103,400	103,747	56,955.65	10,517.94	5,227.00	41,564.35	59.9%
13041070 TRAFFIC CONTROL & PARKING	108,700	155,782	64,946.70	7,288.91	2,200.00	88,635.30	43.1%
13041080 STREETS	334,200	1,301,616	727,913.25	264,257.58	355,369.22	218,333.53	83.2%
13041090 SIDEWALKS, CURB, GUTTERING	2,800	4,902	2,101.35	.00	.00	2,800.65	42.9%
13042020 STREET CLEANING	4,100	4,603	668.02	405.96	.00	3,934.98	14.5%
13042030 REFUSE COLLECTION	49,650	146,901	101,835.50	44,424.73	.00	45,065.50	69.3%
13042040 SNOW REMOVAL	20,000	35,047	31,985.33	24,173.57	.00	3,061.67	91.3%
13042050 LEAF COLLECTION	0	17,155	17,808.35	17,155.28	.00	-653.35	103.8%
14043080 PARKS & PLAYGROUNDS	45,400	83,528	52,080.37	9,663.10	.00	31,447.63	62.4%
14543030 40 WEST CHURCH STREET	0	14,136	2,702.16	483.59	.00	11,433.84	19.1%
14543040 MUNICIPAL BUILDING	93,917	109,112	52,853.36	8,323.62	.00	56,258.64	48.4%
14543050 EMERGENCY SERVICES BLDG	92,700	94,418	52,503.47	13,632.26	.00	41,914.53	55.6%
14543060 PUBLIC WORKS BUILDING	43,000	50,286	39,686.46	14,596.21	.00	10,599.54	78.9%
14543070 PARKS & REC - CEMETERY	2,250	11,208	9,309.16	576.92	.00	1,898.84	83.1%
16081010 PLANNING & ZONING	280,156	281,632	143,003.71	21,958.14	.00	138,628.29	50.8%
16081020 COMMUNITY & ECONOMIC DEV	587,418	642,739	370,869.15	40,912.91	.00	271,869.85	57.7%
16081030 CITIZENS SQUARE-FARMERS MARKE	49,657	79,267	60,883.30	4,543.38	.00	18,383.70	76.8%
16081040 DEPOT WELCOME CENTER	36,532	36,725	12,967.22	1,939.62	.00	23,757.78	35.3%
16081050 HARVESTER PERFORMANCE CENTER	600,000	600,000	160,537.58	1,812.69	.00	439,462.42	26.8%
16081070 MAIN STREET PROGRAM	115,839	116,955	51,158.44	8,551.04	.00	65,796.56	43.7%
16081086 COMMUNITY DEVELOPMENT GRANTS	0	49,270	21,947.96	3,962.50	.00	27,322.04	44.5%
16081300 ECONOMIC DEVELOPMENT AUTHORIT	3,856	3,856	1,645.40	134.55	.00	2,210.60	42.7%
16085000 REMED BLIGHTED STRUCTURES	27,000	27,000	3,670.00	.00	.00	23,330.00	13.6%
TOTAL GENERAL FUND	11,228,349	12,169,311	5,864,486.75	903,095.03	419,859.71	5,884,964.54	51.6%

20 WATER & WASTEWATER FUND

YEAR-TO-DATE BUDGET REPORT
FOR THE SIX MONTHS ENDED DEC 31, 2025

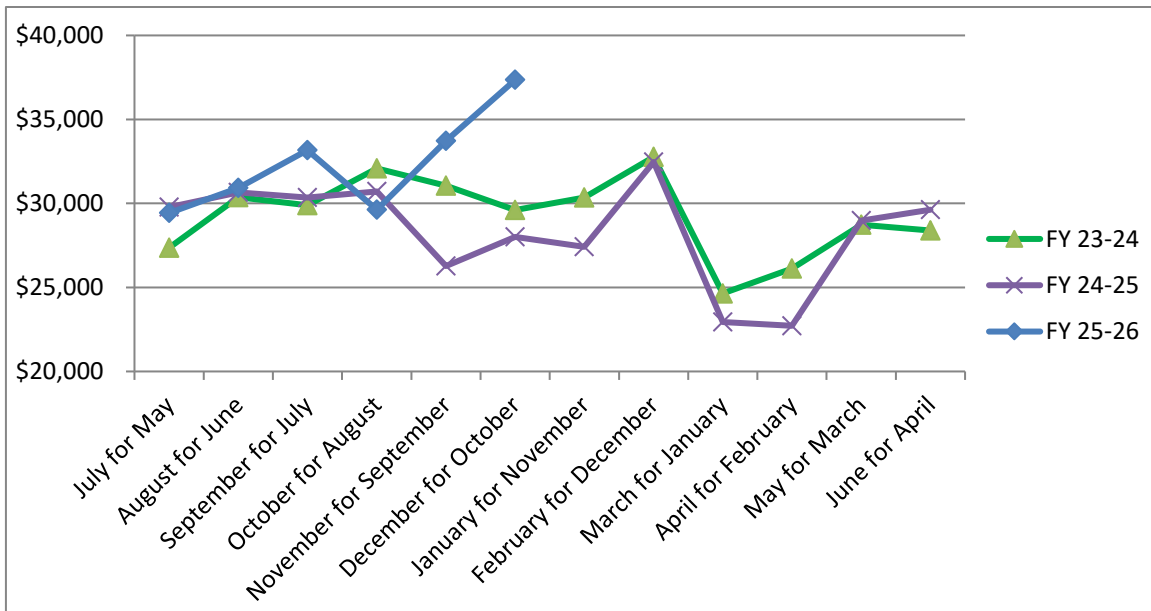
FOR 2026 06

20		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
20069000	NON-DEPARTL UTILITY OPERATING	450,643	450,643	33,019.00	.00	.00	417,624.00	7.3%
20080000	TRANSFERS	367,256	367,256	.00	.00	.00	367,256.00	.0%
25050000	WATER SYSTEM OPERATIONS	324,746	356,687	235,013.22	27,002.79	38,491.99	83,181.79	76.7%
25050100	METER READING	25,780	30,944	20,138.51	1,993.57	.00	10,805.49	65.1%
25050500	WATER TREATMENT PLANT	1,104,897	1,137,809	568,548.59	72,094.23	15,760.50	553,499.91	51.4%
25062000	UTILITY ADMINISTRATION	388,565	391,029	232,602.09	24,700.99	.00	158,426.91	59.5%
25560000	WASTEWATER SYSTEM OPERATIONS	185,246	185,793	109,380.59	10,051.35	.00	76,412.41	58.9%
25560500	WASTEWATER TREATMENT PLANT	721,459	728,953	361,072.33	58,911.50	125.00	367,755.67	49.6%
	TOTAL WATER & WASTEWATER FUND	3,568,592	3,649,114	1,559,774.33	194,754.43	54,377.49	2,034,962.18	44.2%
	GRAND TOTAL	14,796,941	15,818,425	7,424,261.08	1,097,849.46	474,237.20	7,919,926.72	49.9%

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

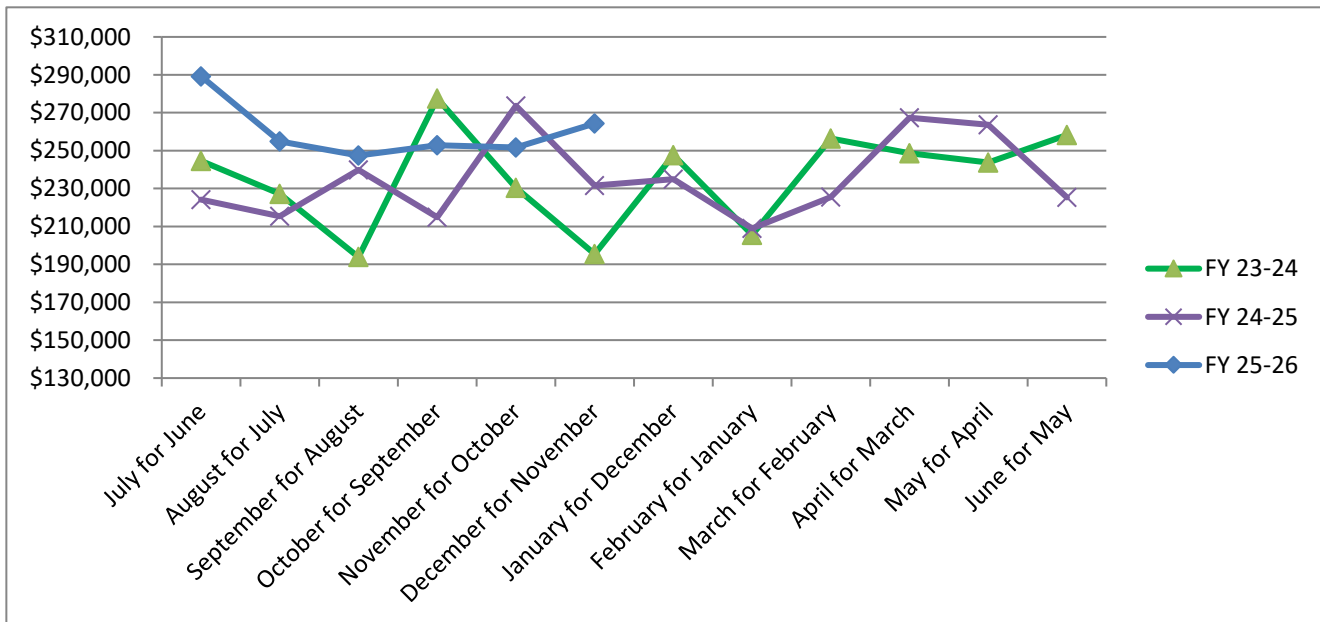
**Town of Rocky Mount
Local Sales Tax Collections by Month**

<u>Month</u>	<u>FY 23-24</u>	<u>FY 24-25</u>	<u>FY 25-26</u>	<u>Change</u>	<u>% Change</u>
July for May	\$ 27,361	\$ 29,775	\$ 29,433	\$ (342)	-1.2%
August for June	\$ 30,373	\$ 30,662	\$ 30,924	\$ 262	0.9%
September for July	\$ 29,885	\$ 30,354	\$ 33,161	\$ 2,807	9.4%
October for August	\$ 32,074	\$ 30,713	\$ 29,629	\$ (1,084)	-3.4%
November for September	\$ 31,054	\$ 26,280	\$ 33,725	\$ 7,445	24.0%
December for October	\$ 29,612	\$ 27,998	\$ 37,351	\$ 9,353	31.6%
January for November	\$ 30,352	\$ 27,415			
February for December	\$ 32,769	\$ 32,465			
March for January	\$ 24,644	\$ 22,936			
April for February	\$ 26,124	\$ 22,717			
May for March	\$ 28,735	\$ 28,976			
June for April	\$ 28,392	\$ 29,626			
Year Totals	\$351,375	\$ 339,917	\$ 194,223	\$ 18,441	



**Town of Rocky Mount
Meals Tax Collections by Month**

<u>Month Collected</u>	<u>FY 23-24</u>	<u>FY 24-25</u>	<u>FY 25-26</u>	<u>Change</u>	<u>% Change</u>
July for June	\$ 244,531	\$ 224,090	\$ 289,225	\$ 65,135	29.1%
August for July	\$ 227,166	\$ 215,407	\$ 254,941	\$ 39,534	18.4%
September for August	\$ 193,852	\$ 239,802	\$ 247,440	\$ 7,638	3.2%
October for September	\$ 277,528	\$ 214,885	\$ 252,776	\$ 37,891	17.6%
November for October	\$ 230,365	\$ 273,682	\$ 251,630	\$ (22,052)	-8.1%
December for November	\$ 195,454	\$ 231,510	\$ 264,286	\$ 32,776	14.2%
January for December	\$ 247,659	\$ 234,921			
February for January	\$ 205,557	\$ 208,968			
March for February	\$ 256,350	\$ 225,514			
April for March	\$ 248,621	\$ 267,440			
May for April	\$ 243,734	\$ 263,733			
June for May	\$ 258,285	\$ 225,341			
Year Totals	\$ 2,829,102	\$ 2,825,293	\$ 1,560,298	\$ 160,922	



**Town of Rocky Mount
Cash Balances and Investment Portfolio
December 31, 2025**

Total Cash Held by the Town:

Cash in the Finance Office (Drawers and Vault)	\$ 600
Duncan Williams Investments - see detail below	\$ 2,729,896
Local Government Investment Pool (average monthly yield = 4.073%)	\$ 8,036,094
Truist: Payroll and Flexible Benefits Checking Accounts	\$ 96,269
Carter Bank and Trust: Old Checking Account, Designated Checking Accounts for Police, Farmer's Market and Depot	\$ 105,108
National Bank of Blacksburg	\$ 972,676
Atlantic Union Bank: Town Checking Account	<u>\$ 474,656</u>
Total Cash Balance at Month End	<u><u>\$ 12,415,299</u></u>

Investment Detail:

Duncan-Williams, Inc.			
Account Statement Dated December 31, 2025			
Cash, Money Funds and Bank Deposits - 1% of Portfolio	<u>Closing Balance</u>	<u>Income This Year</u>	<u>30-Day Yield</u>
Federated Hermes Govt Reserves Money Market	\$688	\$1,349	2.85%
Fixed Income - 99% of Portfolio Certificates of Deposit:	<u>Market Value</u>	<u>Estimated Annual Income</u>	<u>Estimated Yield</u>
Total	\$488,417	\$16,538	3.35% - 3.41%
U.S. Government Bonds:			
Total	<u>\$2,240,791</u>	<u>\$70,333</u>	3.63% - 4.96%
Total Fixed Income	<u>\$2,729,208</u>	<u>\$86,871</u>	
Total Portfolio Holdings	<u><u>\$2,729,896</u></u>	<u><u>\$88,220</u></u>	

MONTHLY STAFF REPORT

DATE:	January 12, 2026
TO:	Rocky Mount Town Council
FROM:	Brad Basham – Asst Chief
DEPARTMENT:	Fire Department
MONTH:	November 2025

For the period of November 2025, the Rocky Mount Fire Department responded to a total of **56** calls of which **19** were inside the town limits and **37** were outside the town limits.

RMFD apparatus traveled a total of 1431 miles carrying out duties pertaining to answering calls and support efforts of the department.

RMFD members logged 32 members performing training for a total of 146 hours of training.

Respectfully Submitted By,

Asst. Chief B. Basham

MONTHLY STAFF REPORT

DATE:	JANUARY 12, 2026
TO:	Rocky Mount Town Council
FROM:	Chief Phillip S. Young
DEPARTMENT:	Police Department
MONTH:	December

*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: DECEMBER 2025

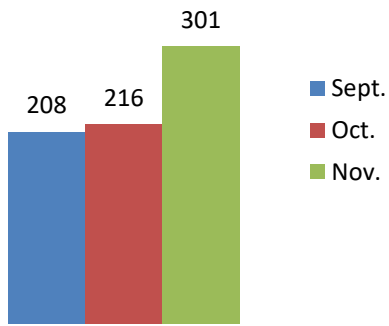
SEPTEMBER

OCTOBER

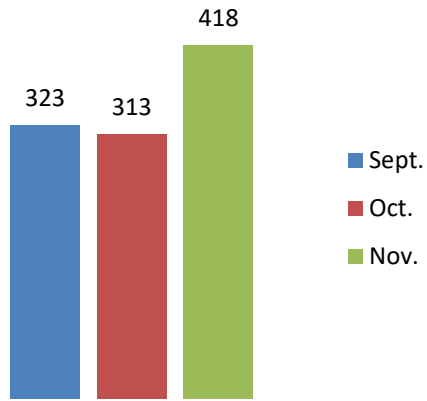
NOVEMBER

	SEPTEMBER	OCTOBER	NOVEMBER
UNIFORM TRAFFIC SUMMONS ISSUED	208	216	301
TRAFFIC STOPS	323	313	418
SPEEDING TICKETS ISSUED	54	61	104
DUI	5	1	4
COLLISIONS INVESTIGATED (TREDS)	16	18	20
MOTORIST AIDES	48	36	30
CRIMINAL ARRESTS "MISDEMEANOR"	40	38	35
CRIMINAL ARRESTS "FELONY"	27	13	14
INCIDENTS ADDRESSED	1908	2028	2232
INCIDENTS, OFFENSES REPORTABLE IN "RMS"	93	105	69
GRAND LARCENY WARRANTS	0	0	1
BREAKING & ENTERING REPORTS	0	0	0
BREAKING & ENTERING WARRANTS	0	0	0
BOLO'S (Be On Look Out)	4	4	3
FOLLOW-UP'S	36	42	47
BUSINESSES, RESIDENCES CHECKED "FOOT PATROLS"	258	445	530
SCHOOL CHECKS	113	118	114
ALARM RESPONSES	29	29	36
OPEN DOORS, WINDOWS, ETC. UNSECURED	0	1	3
ECO/TDO	8	7	3

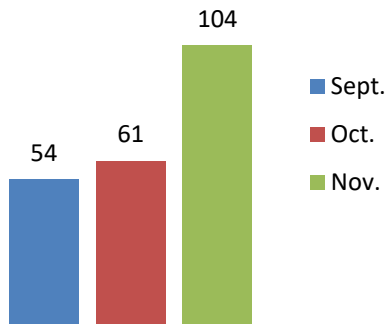
Uniform Traffic Summons Issued



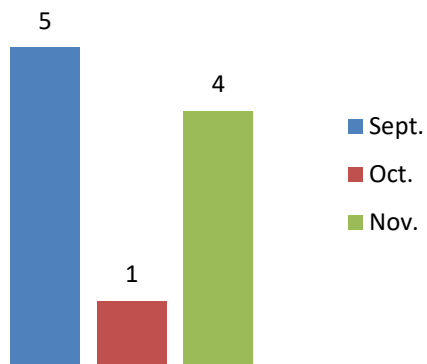
Traffic Stops



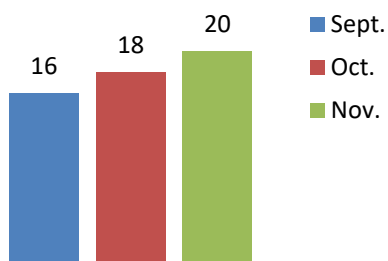
Speeding Tickets Issued



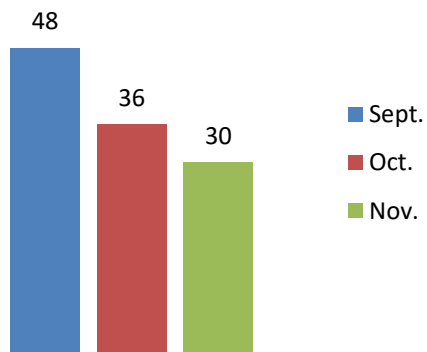
DUI



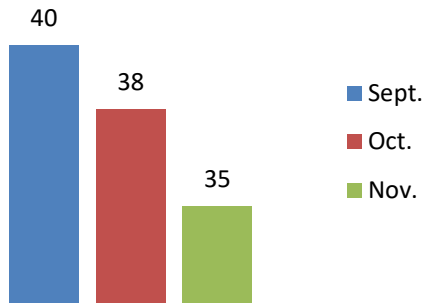
Collisions Investigated (TREDS)



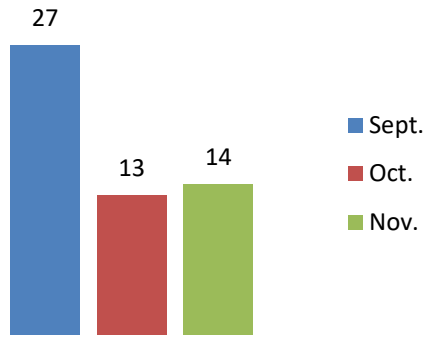
Motorist Aides



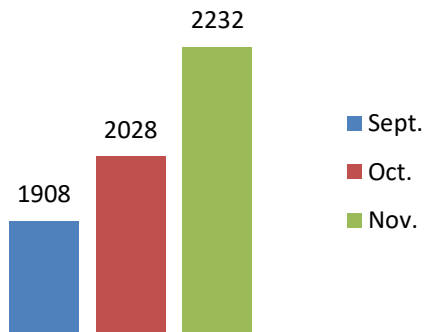
Criminal Arrests "Misdemeanor"



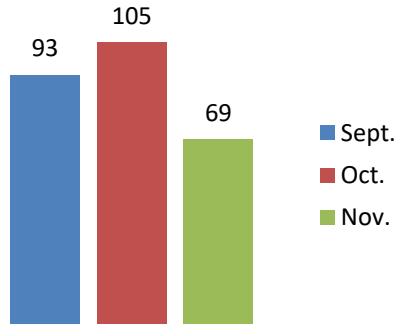
Criminal Arrests "Felony"



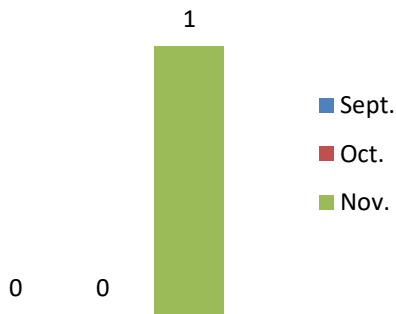
Incidents Addressed



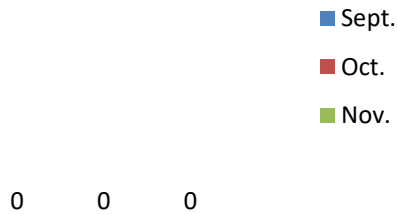
Incidents/Offenses Reportable "RMS"



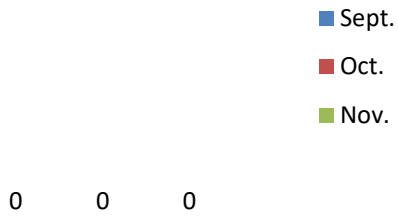
Grand Larceny Warrants



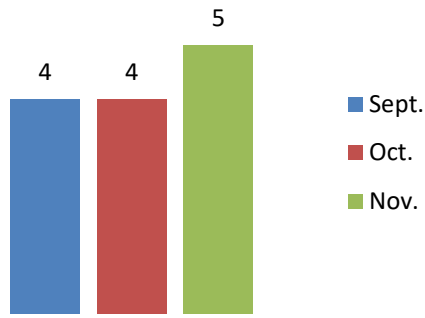
Breaking & Entering Reports



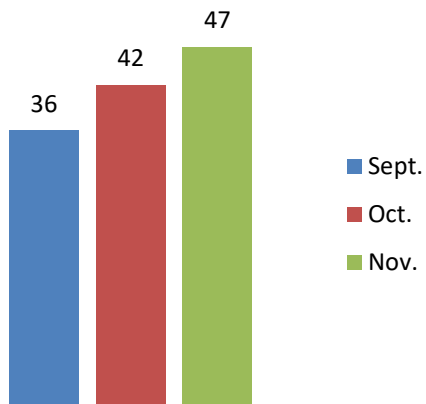
Breaking & Entering Warrants



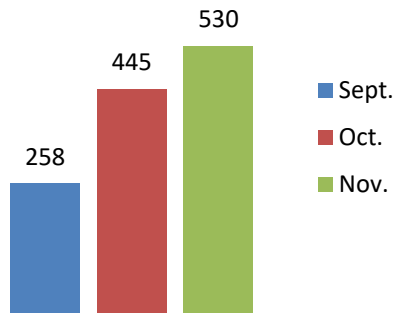
BOLO's (Be On Look Out)



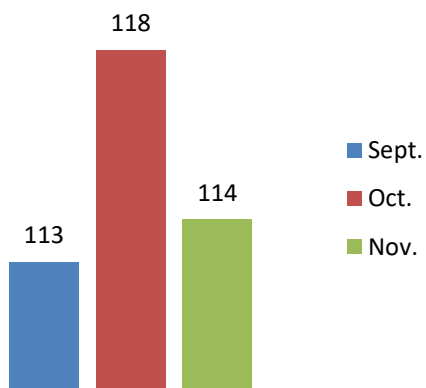
Follow-Ups



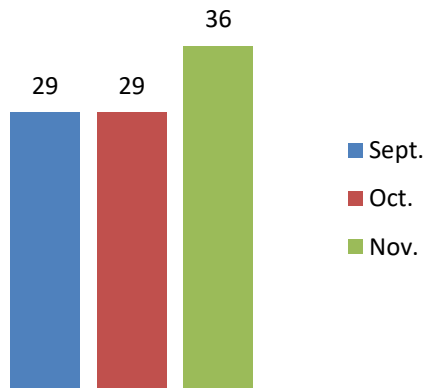
Businesses/Residences Checked "Foot Patrols"



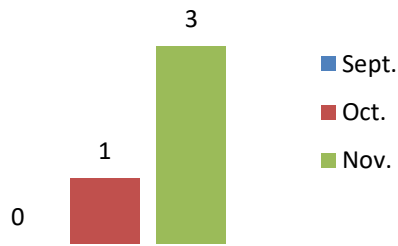
School Checks



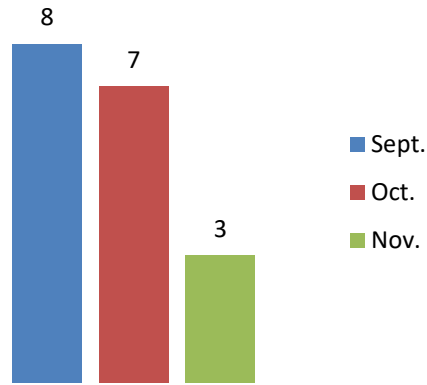
Alarm Responses



Open Doors, Windows, Etc. Unsecured



ECO/TDO



TRAFFIC ENFORCEMENT:

- ❖ Moving and stationary radar was conducted throughout the Town of Rocky Mount during November
- ❖ Reported streetlights out to Town Manager's office
- ❖ There were 20 reportable accidents with 18 of the accidents on our public streets

INVESTIGATIONS:

Follow Up Investigations: **Follow-up** conducted on multiple cases
 Search Warrants: Multiple

- ❖ Performed surveillance reference narcotics
- ❖ Assist patrol with calls for service
- ❖ Fire Inspections and Fire Marshall duties conducted
- ❖ Active cases include: ICAC/Fraud/Larceny
- ❖ Attended Child Abuse meetings/CART
- ❖ Attended Human Trafficking meeting
- ❖ Attended Fraud meeting
- ❖ Obtained multiple arrest warrants on a DHP investigation

COMMUNITY RESOURCE OFFICER: MEETINGS/EVENTS (King)

- ❖ Provided traffic control for "Kingdom Come 5K Race"
- ❖ Performed walk-throughs at Christian Heritage Academy
- ❖ Attended staff meeting w/ command staff in reference to Firearms
- ❖ WYTI Radio (Community First Segment)

(Community Resource Officer – Continued)

- ❖ Rise and Shine interview/discussion
- ❖ B99.9 Radio Segment
- ❖ Attended Family Resource Board Meeting
- ❖ Attended “F.B.I. Leeda School”
- ❖ Participated in Veterans Memorial Service at Veterans Park
- ❖ Attended RAH Coalition Meeting
- ❖ Attended Rocky Mount Town Council Meeting
- ❖ Continued updates on social media pages
- ❖ Attended “I.V.P. Committee Meeting” at Child Advocacy Center
- ❖ Met w/ JJ Evans from Wal-Mart in ref: Toy Drive Event
- ❖ Attended CHAT meeting at Carilion
- ❖ Attended Franklin County DSS Coalition Meeting
- ❖ Assisted Patrol with various calls for service
- ❖ Started Christmas Toy Drive at the Harvester
- ❖ Community Partnership Board Meeting attended
- ❖ Worked BFMS Boys’ Basketball Game
- ❖ Worked BFMS Girls’ Basketball Game
- ❖ Performed bike patrol through-out Town
- ❖ Reviewed and approved reports for officers
- ❖ Performed school checks/assisted with calls for service
- ❖ Traffic control for Harvester event

**RESOURCE OFFICER REFERRAL’S
(DIVERS/HOLLAND):**

- ❖ Assisted w/ morning and evening school traffic
- ❖ Assisted w/ lock down drill, fire drill & bus evacuation drill
- ❖ Attended meetings, spoke w/ mental health workers ref: students, & 7th Grade Presentation
- ❖ Petition/Diversion: Possess Marijuana on School Property (Divers); Possess Alcohol Underage (Holland); Possess an Electronic Smoking Device Underage (Holland)
- ❖ ECO: 1

SPEEDING TICKETS ISSUED

Tanyard Road (x 36)

Old Franklin Turnpike (x 14)

Grassy Hill Road (x 13)
 South Main Street (x 11)
 Altice Mill Road
 Bernard Road
 Booker T. Washington Highway (x 9)
 School Board Road (x 5)
 North Main Street (x 4)
 State Street (x 2)
 Scuffling Hill Road (x 2)
 Virgil H. Goode Highway (x 2)
 Diamond Avenue
 Franklin Street
 Knollwood Drive
 Middle School Road

CRIMINAL ARRESTS & LOCATIONS:

Possession of Meth	Tanyard Road
Possession of Meth	Windy Lane
Possession of Marijuana on School Property	Middle School Road
Possess a THC Smoking Device on School Property	Tanyard Road
Possess THC Smoking Device Underage	Tanyard Road
Possession of Marijuana Underage	West Court Street
Possession of Marijuana Underage	Orchard Avenue
Possession of Drug Paraphernalia	Windy Lane
Driving Under the Influence	Booker T. Washington Highway
Driving Under the Influence	Pendleton Street

Driving Under the Influence	Old Franklin Turnpike
Driving Under the Influence	Orchard Avenue
Intoxicated In Public	Old Furnace Road
Intoxicated In Public	Riverview Street
Intoxicated In Public	Tanyard Road (x2)
Intoxicated In Public	East Street
Intoxicated In Public	South Main Street
Intoxicated In Public	East Court Street
Intoxicated In Public	Bernard Road
Intoxicated In Public	Old Franklin Turnpike
Possession of Alcohol Underage	Tanyard Road
Possession of Alcohol Underage	Herbert Street
Malicious Wounding	North Main Street
Grand Larceny of a Firearm	South Main Street
Possession of a Firearm by a Convicted Felon	South Main Street
Possession of Ammo by a Convicted Felon	South Main Street
Possess a Firearm w/ a Controlled Substance	South Main Street
Carry a Concealed Weapon w/out a Permit	Old Franklin Turnpike
Carry a Concealed Weapon w/out a Permit	Bland Street
Assault on a Law Enforcement Officer	Herbert Street (x 3)
Elder Abuse	Orchard Avenue
Simple Assault	Orchard Avenue
Shoplifting	Old Franklin Turnpike (x 2)
Obstruction of Justice	East Street
Obstruction of Justice	South Main Street
Destruction of Property	South Main Street
Warrant Service (Probation Violation)	Tanyard Road

Warrant Service (Capias)	Grassy Hill Road
Warrant Service (PB-15)	Grassy Hill Road
Warrant Service (Capias)	Orchard Avenue
Warrant Service (Misdemeanor)	Byrd Lane (x 2)
Warrant Service (Misdemeanor)	North Main Street
Trespassing	Glenwood Drive
Driving Revoked – DUI Related	Old Franklin Turnpike
Emergency Custody Order	Floyd Avenue
Emergency Custody Order	Middle School Road
Emergency Custody Order	Hunter’s Valley Lane

MONTHLY STAFF REPORT

DATE:	January 12, 2026
TO:	Rocky Mount Town Council
FROM:	Brian Schofield, Public Works Superintendent
DEPARTMENT:	Public Works Department
MONTH:	December 2025

1. Read meters (1 day)
2. Meter repairs: replaced touch pads, trimmed bushes, gasket leaks, and cleanouts.
3. Meter cutoffs:31
4. Clean-up for 5 days.
5. Cut trees along roads, sidewalks, and parks as needed.
6. Repaired, replaced, or Six unplugged sewer Mains or laterals.
7. Repaired One water Mains.
8. Repaired and/or replaced traffic lights and street signs.
9. Continue working on new street signs on traffic light poles.
10. Continue to work on storm drains throughout town with all the rain from storms
11. Worked two snow events in Dec.
12. Ongoing exchanging out of new carts for citizens.
13. Asphalt patching where needed.
14. Maintaining Christmas decorations throughout town
15. Leaf operations in full swing throughout town.
16. We worked two events in Dec.
17. Started preparing for the rollout of trash cans to the annexed areas.

MONTHLY STAFF REPORT

MEETING DATE:	January 12, 2026
TO:	Rocky Mount Town Council
FROM:	Dennis Potter
DEPARTMENT:	Wastewater Treatment Plant
REPORT MONTH:	December, 2025

Average Daily Flow	.738 MGD
Minimum TSS Reduction	99.1%
Minimum BOD Reduction	99.0%
Leachate received (F.C. Landfill)	385,428 gallons
VPDES Violations	None
Sludge (Land filled @ F.C.)	56.03 Tons
Rain Total 1.65 - inches	Snow Total 6 - inches

The Wastewater Plant had 0 after-hour alarms during the month of December.

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

The staff replaced toilet in men's room.

The staff replaced water heater for the lab and control building.

The staff replaced sensor on BOD meter and calibrated.

Respectfully Submitted,

Dennis Potter

MONTHLY STAFF REPORT

DATE:	1/12/2026
TO:	Rocky Mount Town Council
FROM:	Michael K. Adkins – Water Superintendent
DEPARTMENT:	Water Department
MONTH:	December 2025

Operation and Production Summary:

The actual water production time (water filtering) averaged 9.35 hours daily for the entire month, yielding approximately 718,848 gallons per day. This month's rainfall was 2.5 inches, as measured at the water treatment plant. Therefore, the Blackwater River flow remains adequate for regular operation.

Total Raw Water Pumped:	22.50 million gallons
Total Drinking Water Produced:	22.28 million gallons
Average Daily Production:	718,848 gallons per day
Average Percent of Production Capacity:	35.94%
Flushing of Hydrants/Tanks/FD Use:	46,683 + F.D. 30,000 = 76,683 gallons
Plant Process Water:	646,000 gallons (finished water used by the plant)
Bulk Water Sold @ W.T.P.:	6,500 gallons
Bulk Water used at PW Shop	7,868 gallons
Tank Cleanout/Drainage/Leak	0 gallons
WVWA Water	2,034,010 gallons

Testing:

- Our monthly (7 total) routine bacteriological samples were bacteria-free. Therefore, the Town continues to comply with all drinking water standards as required by the EPA.
- Staff suspended the Auto-flushing program in November 2025 due to falling temperatures. This program will be resumed in the early spring. This process reduces TTHM and HAA5, providing fresher, higher-quality water to lines with low usage and minimal circulation. The program uses auto-flushers on Hydrants.

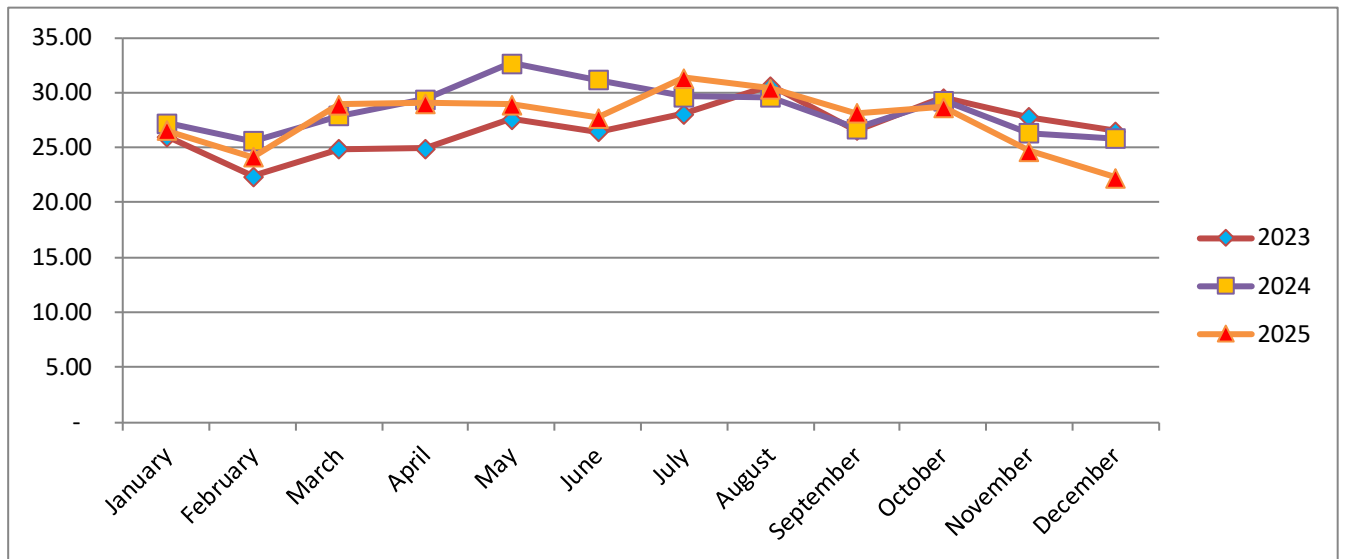
Activities / Maintenance / Improvements

- The staff continued with our weekly checks of the chemical feeders, pump stations, equipment at tank sites, monthly checklists around the plant, the river, the dam, and regularly operated the sludge collection equipment, along with discharging from lagoons. In addition, we continue to perform routine maintenance and groundskeeping.
- We received 2,034,010 gallons of water from the WVWA connection.
- Staff replaced the failed check valve at the lower Grassy Hill pump station.
- Staff replaced leaking eye wash piping in the chlorine pump station room.
- Staff performed maintenance on the water plant's entrance gate.

Town of Rocky Mount

Water Production

<u>Month</u>	<u>Monthly Total In Million Gallons</u>			<u>Change</u>	<u>% Change</u>
	<u>2023</u>	<u>2024</u>	<u>2025</u>		
January	26.00	27.25	26.57	(0.7)	-2.6%
February	22.36	25.60	24.16	(1.4)	-6.0%
March	24.87	27.88	28.91	1.0	3.6%
April	24.94	29.43	29.03	(0.4)	-1.4%
May	27.61	32.67	28.91	(3.8)	-13.0%
June	26.43	31.16	27.70	(3.5)	-12.5%
July	28.07	29.66	31.33	1.7	5.3%
August	30.60	29.60	30.39	0.8	2.6%
September	26.58	26.77	28.16	1.4	4.9%
October	29.51	29.30	28.68	(0.6)	-2.2%
November	27.75	26.30	24.71	(1.6)	-6.4%
December	26.48	25.83	22.28	(3.6)	-15.9%
Year Totals	321.20	341.45	330.83	(10.62)	-3.2%
YTD Through December	321.20	341.45	330.83	(10.62)	-3.2%



ITEM(S) TO BE CONSIDERED UNDER:

Other

FOR COUNCIL MEETING DATED:	January 12, 2026
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STAFF MAKING REQUEST:	Robert J. Wood, Town Manager
BRIEF SUMMARY OF REQUEST:	We have asked representatives from Community Partnership of Rocky Mount, Rocky Mount Rotary Club, Rocky Mount Public Works, and Rocky Mount Police Department to be at this meeting so that Mayor and Council can recognize them and thank them for the outstanding job that they did with all the Christmas Events this year. It takes a lot of people to make the events happen, and each of these groups is an integral part of these important events that bring over 10,000 people to Rocky Mount each year.
ACTION NEEDED:	No action is needed.

Attachment(s): None

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

FOR COUNCIL MEETING DATED:	January 12, 2026
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STAFF MAKING REQUEST:	Robert J. Wood, Town Manager
BRIEF SUMMARY OF REQUEST:	From the Police Department: Chief Phillip Young and the Rocky Mount Police Department are proud to announce that Officer CJ Police has been presented with the Mothers Against Drunk Driving (MADD) Award for his dedication to keeping impaired drivers off our roadways. MADD is a nationally recognized organization committed to ending drunk and drugged driving, supporting victims and their families, and promoting safer communities. Their efforts have saved countless lives — and officers like CJ Police help carry that mission forward every day.
ACTION NEEDED:	No action is needed.

Attachment(s):

1. MADD Award for Officer Police

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

This certificate is presented to

Officer Charles Police JJJ

IN RECOGNITION AND GRATITUDE FOR YOUR ACCOMPLISHMENT IN
IMPAIRED DRIVING ENFORCEMENT

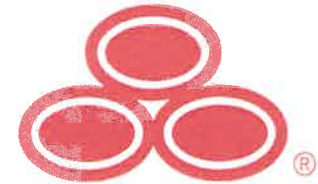
MADD[™]
VIRGINIA

IMPAIRED DRIVING
ENDS HERE.



2025

State Farm



ITEM(S) TO BE CONSIDERED UNDER:
New Business

FOR COUNCIL MEETING DATED:	January 12, 2026
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STAFF MAKING REQUEST:	Daniel Pinard, Cultural & Economic Development Director
BRIEF SUMMARY OF REQUEST:	Cornerstone Building Brands has announced a \$4,900,000 expansion that will create 50 new jobs in Rocky Mount. The Town of Rocky Mount and Franklin County will contribute \$100,000 as the required local match towards the state's Commonwealth Opportunity Fund grant. The Town of Rocky Mount will contribute \$33,333 and Franklin County will contribute \$66,666. These dollars will be paid to the company upon performance of the investing and hiring.
ACTION NEEDED:	Approve execution of Performance Agreement.

Attachment(s):

1. DRAFT Cornerstone COF 1.7.26

FOLLOW-UP ACTION: (To be completed by the Town Clerk)
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D R A F T
For Discussion Purposes Only

COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND
PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** (the "Agreement") is entered into by and among the **COUNTY OF FRANKLIN, VIRGINIA** (the "County"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), the **TOWN OF ROCKY MOUNT, VIRGINIA**, (the "Town"), a political subdivision of the Commonwealth (the County together with the Town, collectively referred to as the "Localities"), **MW MANUFACTURERS INC.**, a Delaware Limited Liability Company authorized to transact business in the Commonwealth, along with its Affiliates (collectively the "Company"), the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY** ("VEDP"), a political subdivision of the Commonwealth, and the **INDUSTRIAL DEVELOPMENT AUTHORITY OF FRANKLIN COUNTY, VIRGINIA** (the "Authority"), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the County has been awarded a grant of, and expects to receive, \$100,000 (the "COF Grant") from the Commonwealth's Development Opportunity Fund (the "Fund") through VEDP for the purpose of inducing the Company to expand, equip, improve, and operate a window and door manufacturing facility in the Town (the "Facility"), thereby making a significant Capital Investment, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined;

WHEREAS, the County is willing to provide the COF Grant to the Authority with the expectation that the Authority will provide the COF Grant to or for the use of the Company, provided that the Company meets certain criteria relating to Capital Investment and New Jobs;

WHEREAS, the Localities, the Authority, the Company, and VEDP desire to set forth their understanding and agreement as to the payout of the COF Grant, the use of the COF Grant proceeds, and the obligations of the Company regarding Capital Investment and New Jobs;

WHEREAS, the expansion, equipping, improvement, and operation of the Facility will entail a capital expenditure by or on behalf of the Company of approximately \$4,900,000, all of which will be invested in machinery and tools;

WHEREAS, the expansion, equipping, improvement, and operation of the Facility will further entail the creation and Maintenance of 50 New Jobs at the Facility; and

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

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

Section 1. Definitions.

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

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the Company.

“Average annual wage” means the average annual salary of new full-time positions at the Facility determined by dividing total payroll (of a type included in W-2 compensation) provided to new full-time positions at the Facility by the number of new full-time positions at the Facility.

“Capital Investment” means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both, at the Facility. The purchase or lease of machinery and tools or furniture, fixtures, and business personal property, including under an operating lease, and expected building expansion, improvement and up-fit by or on behalf of the Company will qualify as Capital Investment. The Capital Investment must be in addition to the capital improvements at the Facility as of June 1, 2025.

“Capital Investment Target” means that the Company has made or caused to be made and retained Capital Investments of at least \$4,900,000.

“Fund” means the Commonwealth’s Development Opportunity Fund.

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

“New Job” means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are provided by the Company for the employee, and for which the Company pays an average annual wage of at least \$37,772. No job shall be counted as a New Job for purposes of determining full or partial achievement of the New Jobs Target if its inclusion in the calculation of the Average Annual Wage causes the Average Annual Wage to be less than \$37,772. Each New Job must require a minimum of either (i) 35 hours of an employee’s time per week for the entire normal year of the Company’s operations, which “normal year” must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in

the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. The New Jobs must be in addition to the 1,754 full-time jobs in the Commonwealth as of June 1, 2025.

“New Jobs Target” means that the Company has created and Maintained at least 50 New Jobs.

“Performance Date” means September 30, 2028.

“Performance Report” means a report to be filed by the Company in accordance with Section 5. The “Final Performance Report” is to be filed within 90 days after the Performance Date. As noted in Section 5, the Localities, the Authority and VEDP may each request a Performance Report at other dates prior to the Performance Date.

“Targets” means the Capital Investment Target and the New Jobs Target, all to be achieved as of the Performance Date.

“Virginia Code” means the Code of Virginia of 1950, as amended.

Section 2. Targets; Statutory Criteria.

(a) *Targets:* The Company will expand, equip, improve, and operate the Facility, and achieve the Targets.

(b) *Encouragement to Offer New Jobs to Residents of the Commonwealth:* The Localities, the Authority, and VEDP hereby strongly encourage the Company to ensure that at least 30% of the New Jobs are offered to “Residents” of the Commonwealth, as defined in Virginia Code Section 58.1-302. In pertinent part, that definition includes natural persons domiciled in Virginia or natural persons who, for an aggregate of more than one hundred eighty three (183) days of the year, maintained a place of abode within the Commonwealth, whether domiciled in the Commonwealth or not.

(c) *Prevailing Wage; Unemployment and Poverty Rates:* The average annual wage of the New Jobs of at least \$37,772 is less than the prevailing average annual wage in the County of \$44,220, but is more than 85% of that prevailing average annual wage (\$37,587) as of June 11, 2025, the date of the preliminary approval of the project. The County is not a high-unemployment locality, with an unemployment rate of 2.9% as compared to the 2024 statewide unemployment rate of 2.9%. The County is a high-poverty locality, with a poverty rate of 13.3% as compared to the 2023 statewide poverty rate of 10.2%.

(d) *Disclosure of Political Contributions:* The Company acknowledges that the name of the Company will be shared by VEDP with the Governor of Virginia, and any campaign committee or political action committee associated with the Governor. The Company acknowledges that within eighteen (18) months of the date of this Agreement, the Governor, his campaign committee, and his political action committee will submit to the Virginia Conflict of

Interest and Ethics Advisory Council a report listing any contribution, gift, or other item with a value greater than \$100 provided by the Company to the Governor, his campaign committee, or his political action committee, respectively, during the period from the date of the Company's application for the COF Grant through the one-year period immediately after the date of this Agreement.

(e) *Support for Virginia's and Localities' Economic Development Efforts:* Recognizing that it is in the best interest of all parties for the Commonwealth and the Localities to achieve sustained economic growth, the parties will periodically engage with one another to advise on economic development strategies and initiatives for the Commonwealth and the Localities, such as promoting the attributes of the Commonwealth and the Localities as places to do business, or highlighting important industry trends and/or business development opportunities that the Commonwealth or the Localities may wish to pursue. Such engagement would include the Company's participation in occasional business retention and expansion visits from VEDP personnel, as deemed appropriate based on the project parameters and nature of the incentives provided to the Company.

(f) *Compliance with Environmental Laws:* The Company covenants to (i) comply in all material respects with any and all applicable federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws") with respect to its operations at the Facility, (ii) receive all material permits, licenses or other approvals required of the Company under applicable Environmental Laws to conduct its business at the Facility, and (iii) remain in compliance with all material terms and conditions of any such permit, license or approval. If the Company fails to comply with this covenant and fails to rectify the noncompliance within ninety (90) days of notice from VEDP, VEDP shall have the option to terminate this Agreement in accordance with Section 7.

Section 3. Disbursement of COF Grant.

(a) *General Provisions:* The disbursement of the COF Grant proceeds to the Company will serve as an inducement to the Company to achieve the Targets.

The COF Grant is to be allocated as 10% (\$10,000) for the Company's Capital Investment Target, and 90% (\$90,000) for the Company's New Jobs Target.

The statutory minimum requirements for a COF Grant in the County require that the Company (1) make or cause to be made and retained a Capital Investment of at least \$2,500,000 and (2) create and Maintain at least 25 New Jobs (the "Statutory Minimum Requirements").

The COF Grant proceeds shall be retained in the Fund until needed for disbursement or the COF Grant is withdrawn in accordance with the terms of this Agreement.

(b) *Disbursement of the COF Grant:* Within ninety (90) days after the Performance Date, the Company shall deliver the Final Performance Report. Through this report, the Company shall provide notice and evidence satisfactory to the Localities, the Authority and VEDP of the

amount of Capital Investments made or caused to be made and retained, and the number of New Jobs created and Maintained, by the Company as of the Performance Date. The Final Performance Report will be subject to verification by the Localities and VEDP.

Upon such verification, the amount of the COF Grant proceeds to be disbursed to the Company, if any, shall be determined as follows:

(i) *If Statutory Minimum Requirements Not Met:* If, as of the Performance Date, the Company has not achieved both of the Statutory Minimum Requirements, the Company will not receive any of the proceeds of the COF Grant.

(ii) *If Targets Met:* If, as of the Performance Date, the Company has achieved the Capital Investment Target and the New Jobs Target, the Company will receive all \$100,000 of the proceeds of the COF Grant.

(iii) *If Statutory Minimum Requirements Met, but Targets Not Met:* If, as of the Performance Date, the Company has achieved both of the Statutory Minimum Requirements, but has not achieved the full Capital Investment Target and the full New Jobs Target, the Company will qualify for a reduced disbursement of the COF Grant, reflecting a proportional amount of the Target or Targets for which there is a shortfall. For example:

- if as of the Performance Date, only \$4,410,000 of the Capital Investment has been retained (reflecting achievement of 90% of the Capital Investment Target), and
- only 38 New Jobs have been created and Maintained (reflecting achievement of 75% of the New Jobs Target),
- the Company will receive \$9,000 (reflecting 90% of the \$10,000 of the COF Grant allocated to the Capital Investment Target),
- *plus* \$67,500 (reflecting 75% of the \$90,000 of the COF Grant allocated to the New Jobs Target).
- For a total of \$76,500.

These amounts reflect the percentages of the shortfall from the Capital Investment Target and the New Jobs Target, each such shortfall multiplied by the portion of the COF Grant proceeds available to the Company allocated to that Target.

Within thirty (30) days after verification of the Final Performance Report, if any amount of COF Grant proceeds is available for disbursement to the Company, as determined in accordance with the foregoing calculations, VEDP will disburse that amount to the County. Within thirty (30)

days after receipt of such amount, the County will disburse such COF Grant proceeds to the Authority. Within thirty (30) days after receipt of such amount, the Authority will disburse such COF Grant proceeds to the Company.

If any amount of COF Grant proceeds has not been earned by the Company, the amount not disbursed will be retained in the Fund and will be available for other economic development projects.

(c) *Use of the COF Grant Proceeds:* The Company will use the COF Grant proceeds to pay or reimburse the cost of construction or build-out of the Facility and/or training as permitted by Section 2.2-115(D) of the Virginia Code including, but not limited to, construction, build out, and acquisition of machinery and equipment directly related to the Facility.

Section 4. Break-Even Point; State and Local Incentives.

(a) *State-Level Incentives:* VEDP has estimated that the Commonwealth will reach its “break-even point” by the Performance Date. The break-even point compares new revenues realized as a result of the Capital Investment and New Jobs at the Facility with the Commonwealth’s expenditures on discretionary incentives, including but not limited to the COF Grant. With regard to the Facility, the Commonwealth expects to provide discretionary incentives in the following amounts:

<u>Category of Incentive:</u>	<u>Total Amount</u>
COF Grant	\$100,000
Virginia Jobs Investment Program (“VJIP”) (Estimated)	\$37,500

The proceeds of the COF Grant shall be used for the purposes described in Section 3(c). The VJIP grant proceeds shall be used by the Company to pay or reimburse itself for recruitment and training costs.

(b) *Local-Level Incentives:* The Localities and the Authority expect to provide the following incentives, as matching grants or otherwise, for the Facility by the Performance Date:

<u>Category of Incentive:</u>	<u>Total Amount</u>
Cash Grant, County of Franklin	\$66,670
Cash Grant, Town of Rocky Mount	\$33,330

If, by the Performance Date, the total value of all Local-Level Incentives disbursed or provided, or committed to be disbursed or provided, by the Localities to the Company is less than

the \$100,000 COF Grant local match requirement, the Localities, subject to appropriation, will make an additional grant to the Company of the difference promptly after Performance Date, so long as the Company has met its Targets.

(c) *Other Incentives:* This Agreement relates solely to the COF Grant. The qualification for, and payment of all State-Level Incentives and Local-Level Incentives, except for the COF Grant, will be governed by separate arrangements between the Company and the entities offering the other incentives.

Section 5. Company Reporting.

(a) *Performance Reporting:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit A, detailed Performance Reports satisfactory to the Localities, the Authority and VEDP of the Company's progress on the Targets. The Performance Reports are due by each January 1, commencing January 1, 2027, reflecting the Company's progress toward the Targets as of the prior September 30. Further, the Company shall provide such Performance Reports at such other times as the Localities, the Authority or VEDP may require.

(b) *Final Performance Report:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit B, a detailed Final Performance Report satisfactory to the Localities, the Authority and VEDP of the Company's achievement of the Targets as of the Performance Date. This Final Performance Report shall be filed within 90 days after the Performance Date.

Should the Company be unable to file the Final Performance Report within the 90-day timeframe, the Company may request a 60-day delay in filing the Final Performance Report. VEDP will require a \$3,000 fee, payable to VEDP, to process the request for the filing delay. Should the Company not file the Final Performance Report within the 90-day window nor request a filing delay (including payment of the required fee), or if the Company requests a filing delay but does not file the Final Performance Report prior to the new filing deadline, VEDP will withhold any COF Grant payment that might otherwise be due, and all rights of the Company under this Agreement will automatically terminate.

Section 6. Verification of Targets.

(a) *Verification of Capital Investment:* The Company hereby authorizes the Localities, including the Localities' Commissioner of the Revenue and Treasurer, to release to VEDP the Company's real estate tax, business personal property tax and machinery and tools tax information. Such information shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the Capital Investment Target. If the Localities, the Office of the Commissioner of the Revenue or the Office of the Treasurer should require additional documentation or consents from the Company to access such information, the Company shall promptly provide, at the Company's expense, such additional documentation or

Commented [JK1]: There aren't any penalties imposed on the performance reports. The reports are only used to measure compliance with the company's capex and jobs target. In the event the reports don't show sufficient progress or completion of the targets, the company may not qualify for the grant funds, but will not be subject to any penalty.

Commented [JW2R1]: ok

consents as the Localities or VEDP may request. In accordance with Virginia Code Section 58.1-3122.3, VEDP is entitled to receive the Company's real estate tax, business personal property tax and machinery and tools tax information from the Localities' Commissioner of the Revenue.

(b) *Verification of New Jobs and Wages:* The Company must submit a copy of its four most recent Employer's Quarterly Tax Reports (Form FC-20) with the Virginia Employment Commission with the Final Performance Report. The forms shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the New Jobs Target. In accordance with Virginia Code Section 60.2-114, VEDP is entitled to receive the Company's employment level and wage information from the Virginia Employment Commission.

The Company agrees that it will report to the Virginia Employment Commission with respect to its employees at a facility-level, rather than at the company-level.

(c) *Additional Documentation:* In addition to the verification data described above, in the sole discretion of the Localities, the Authority or VEDP, the Localities, the Authority or VEDP, may each require such other documentation or audits as may be required to properly verify the Capital Investment or New Jobs, provided that such requests are reasonable and directly related to verification of the Company's performance under this Agreement.

(d) All non-public information provided by the Company pursuant to this Agreement including, but not limited to, the Company's real estate tax, business personal property tax and machinery and tools tax information will be kept confidential by the Localities, the Authority, and the VEDP, except as required by law.

Section 7. Possible Termination of this Agreement and Redeployment of COF Grant Proceeds. If the Localities, the Authority or VEDP determines at any time prior to the Performance Date that the Company is unable or unwilling to meet and Maintain its Targets by and through the Performance Date, and if the Localities, the Authority or VEDP have promptly notified the Company of such determination, this Agreement will be terminated effective immediately, resulting in no further disbursements of the COF Grant proceeds to be made to the Company, and the amount not disbursed will be retained in the Fund and made available for other economic development projects. Such a determination will be based on such circumstances as a filing by or on behalf of the Company under the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Facility by the Company, a failure to comply with the covenant provided in Section 2(f), or other similar significant event that demonstrates that the Company will be unable or is unwilling to satisfy the Targets for the COF Grant. Except in cases of fraud, abandonment, or bankruptcy, the Company shall be provided written notice and a thirty (30) day opportunity to cure any alleged breach prior to termination of this Agreement.

Section 8. Notices. Formal notices and communications between the parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, or (iii) delivery by electronic mail (email) with

transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service will be deemed effective upon receipt. Notices and communications delivered by email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications will be addressed to:

if to the Company, to:

_____, _____
Email: _____
Attention: _____

with a copy to:

_____, _____
Email: _____
Attention: _____

if to the Localities, to:

Town of Rocky Mount, Virginia

_____, _____
Email: _____
Attention: _____

with a copy to:

Town of Rocky Mount, Virginia

_____, _____
Email: _____
Attention: _____

County of Franklin, Virginia

_____, _____
Email: _____
Attention: _____

County of Franklin, Virginia

_____, _____
Email: _____
Attention: _____

if to the Authority, to:

Industrial Development Authority of Franklin
County, Virginia
c/o County of Franklin, Virginia

_____, _____
Email: _____
Attention: _____

with a copy to:

County of Franklin, Virginia

_____, _____
Email: _____
Attention: _____

if to VEDP, to:

Virginia Economic Development Partnership
One James Center, Suite 900
901 East Cary Street

with a copy to:

Virginia Economic Development Partnership
One James Center, Suite 900
901 East Cary Street

Richmond, Virginia 23219
Email: ceo@vedp.org
Attention: President and CEO

Richmond, Virginia 23219
Email: generalcounsel@vedp.org
Attention: General Counsel

Each party may change the address for service of notice upon it by a notice in writing to the other parties hereto.

Section 9. Miscellaneous.

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement among the parties hereto as to the COF Grant and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Localities, the Authority and VEDP, which consent not to be unreasonably withheld.

(b) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Richmond, and such litigation shall be brought only in such court.

No party shall commence any litigation proceeding pursuant to this section unless such party first gives a written notice to the other party setting forth the nature of the Dispute (“Dispute Notice”). Upon receipt of the Dispute Notice, each of the parties will appoint a designated senior executive whose task will be to meet as often as needed to discuss the Dispute and negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding relating thereto. No formal proceedings for the resolution of the Dispute may be commenced until the earlier to occur of (a) a good faith mutual conclusion by the designated executives that amicable resolution through continued negotiation of the Dispute does not appear likely or (b) the 90th day after receipt of the Dispute Notice.

(c) *Counterparts:* This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same document. Electronic signatures and copies of signatures will be deemed originals for all purposes.

(d) *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

(e) *Attorney’s Fees:* Attorney’s fees shall be paid by the party incurring such fees.

(f) *Force Majeure*: Notwithstanding the foregoing provisions of this Agreement, if the Company does not achieve a Target or take any action required under this Agreement because of an “Event of Force Majeure” (as defined below), the time for achieving the applicable Target or taking such action will be extended day-for-day by the delay in meeting the applicable Target or taking such action caused by the Event of Force Majeure. “Event of Force Majeure” means without limitation, any of the following: acts of God; strikes, lockouts or other industrial disturbances; act of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth or any of their respective departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals not caused by the Company; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement will become effective as of the date of the last signature below. The date on which the final party signs this Agreement, as indicated next to or below that party's signature, will be considered the "Effective Date."

COUNTY OF FRANKLIN, VIRGINIA

By _____
Name: _____
Title: _____
Date: _____

TOWN OF ROCKY MOUNT, VIRGINIA

By _____
Name: _____
Title: _____
Date: _____

**ECONOMIC DEVELOPMENT
AUTHORITY OF THE COUNTY OF
FRANKLIN, VIRGINIA**

By _____
Name: _____
Title: _____
Date: _____

MW MANUFACTURERS INC

By _____
Name: _____
Title: _____
Date: _____

**VIRGINIA ECONOMIC
DEVELOPMENT PARTNERSHIP
AUTHORITY**

By _____
Name: Jason El Koubi

Title: President and CEO
Date: _____

Exhibit A: Performance Report Form
Exhibit B: Final Performance Report Form

DRAFT

**PERFORMANCE REPORT
COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND**

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Reporting Period	
Performance Date	

PROJECT PERFORMANCE:

Performance Measurement	Target	As of	% Complete
New Jobs (over baseline) ¹			
Confidence level target will be reached by Performance Date shown above (check one)	High <input type="checkbox"/>	Moderate <input type="checkbox"/>	Low <input type="checkbox"/>
Capital Investment (provide breakdown below)			
Confidence level target will be reached by Performance Date shown above (check one)	High <input type="checkbox"/>	Moderate <input type="checkbox"/>	Low <input type="checkbox"/>
Average Annual Wage			N/A
Confidence level target will be reached by Performance Date shown above (check one)	High <input type="checkbox"/>	Moderate <input type="checkbox"/>	Low <input type="checkbox"/>
Standard Fringe Benefits (check one)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A

¹Data will be verified using Virginia Employment Commission records. Attach the company's four most recent Quarterly Tax Reports (Form FC-20) filed with the Virginia Employment Commission.

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

COMMENTS:

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

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

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

Company: _____

Submitted By: _____
Signature of Official

Name: _____
Print Name

Title: _____

Date: _____

Please return to:

Kim Ellett, Director of Compliance, Virginia Economic Development Partnership,
804.545.5618, kellest@vedp.org

**FINAL PERFORMANCE REPORT
COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND**

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Date	

PROJECT PERFORMANCE:¹

Performance Measurement	Target	As of _____, 20__	% Complete
New Jobs (over __ baseline) ²			
Capital Investment (provide breakdown below) ³			
Average Annual Wage			N/A
Standard Fringe Benefits			

¹Final, actual performance will be reported on VEDP's public reporting website.

² Attach the Company's four most recent Quarterly Tax Reports (Form FC-20) filed with the Virginia Employment Commission.

³ Data will be verified using records from the Commissioner of the Revenue and invoices.

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

LOCAL MATCH:

Goal	
Actual	

COMMENTS:

Discuss Project status or the importance of the Project to the localities and region.

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

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

Company: _____

Submitted By: _____
Signature of Official

Name: _____
Print Name

Title: _____

Date: _____

Please return to:

Kim Ellett, Director of Compliance, Virginia Economic Development Partnership,
804.545.5618, kellest@vedp.org