



TOWN COUNCIL
REGULAR MEETING
AGENDA

February 9, 2026
6:00 PM

AMENDED AGENDA

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
 - Eagle Strut 5K Run/Walk
 - The Kingdom Run 5K
 - Johnny CASA 5-Miler/5K Walk-Run
 - Extend Real Estate Tax Due Date
 - Supplemental Appropriations
 - 4.2. Miscellaneous Resolutions/Proclamations
 - 4.3. Approval of Draft Minutes
 - Regular Town Council Meeting Draft Minutes - January 12, 2026
 - 4.4. Departmental Monthly Reports
 - Community Development Department
 - Finance Department

Fire Department

Police Department

Public Works Department

Wastewater Department

Water Department

5. New Business

5.1. Recognize and congratulate Lorie Smith for being selected Chair of Franklin County Board of Supervisors.

5.2. Presentation from RVARC Executive Director Jeremy Holmes

5.3. Resolution to petition the Virginia Department of Transportation to accept street additions from the boundary adjustment for street maintenance payments.

5.4. Update to Town Comprehensive Plan

6. Hearing of Citizens

7. Adjournment

ITEM(S) TO BE CONSIDERED UNDER:
Consent Item

| | |
|----------------------------|------------------|
| FOR COUNCIL MEETING DATED: | February 9, 2026 |
|----------------------------|------------------|

| | |
|---------------------------|--|
| STAFF MAKING REQUEST: | Robert J. Wood, Town Manager Rebecca Dillon, Town Clerk/Executive Administrative Assistant |
| BRIEF SUMMARY OF REQUEST: | The Eagle Strut 2026 event is scheduled for Saturday, September 12, 2026, starting at 8:00 a.m. The event will begin and end at Franklin County High School Law Parking Lot. The event organizer is Prentice J. Sargeant. The RMPD has reviewed all information submitted and has approved the plans for the race. |
| ACTION NEEDED: | Approve or deny |

Attachment(s):

1. 2026.0209 400.4.4.1.1a Letter of Request to Hold Eagle Strut 2026

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

January 13th, 2026

To: Rebecca Dillon, Town Clerk, CMC
Rocky Mount Town Council

From: Prentice Sargeant
Franklin County High School

RE: Eagle Strut 2026

Rebecca,

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

Thanks,

Prentice J. Sargeant
Senior Class Sponsor

January 13th, 2026

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

Dear Council Members,

The Franklin County High School Senior Class of 2027 is writing to request approval of our 14th Annual Eagle Strut Race on September 12, 2026 beginning at 8:00am starting from Franklin County High School. We would like to propose the use of the streets of Rocky Mount for a 5K (3.1 miles) fundraiser race. The event would use the streets until approximately 10:00AM (This time being the approximation of last participants crossing the finish line. Streets could also be cleared for use once the last runner is past a specific leg of the race). The proposed route for the race is as follows:

- Start Line is in Law Parking Lot
- Take a right onto Tanyard
- Take a left onto Pell Avenue.
- Take a right onto North Main.
- Right onto Greer Lane
- Left onto North Main
- Left onto Tanyard
- Right into the Law Parking Lot

The proceeds from the race will go towards aiding the Senior Class in expenses for the many activities and projects that we wish to accomplish during the remainder of our school year. This endeavor will be the 16th annual race, and the goal is to maintain this fundraiser for continuing senior classes at Franklin County High School. If the race is a success, we hope in future years to donate a portion of the proceeds to another charitable organization or establish a fund to help serve the needs of less fortunate members of the Senior Class to help pay for senior year activities. The officers and students of the Franklin County High School Class of 2027 greatly appreciate your time and consideration.

Thank you very much, Council Members, for your time and consideration.

Sincerely,



Prentice J. Sargeant
Senior Class Sponsor
540-797-8373

ITEM(S) TO BE CONSIDERED UNDER:
Consent Item

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|----------------------------|------------------|
| FOR COUNCIL MEETING DATED: | February 9, 2026 |
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|---------------------------|--|
| STAFF MAKING REQUEST: | Robert J. Wood, Town Manager Rebecca Dillon, Town Clerk/Executive Administrative Assistant |
| BRIEF SUMMARY OF REQUEST: | The Kingdom Run 5K event is scheduled for Saturday, November 14, 2026, starting at 8:00 a.m. until approximately 9:30 a.m. The event will begin and end at the Rocky Mount Church of God located at 1360 North Main Street. The course this year is the same as last year. The event organizer is Pastor Robert S. Meredith of the Rocky Mount Church of God. The RMPD has reviewed all information submitted and has approved the plans for the race. |
| ACTION NEEDED: | Approve or deny |

Attachment(s):

1. 2026.0209 400.4.4.1.1.2a Cover Letter and Letter of Request to Hold Kingdom Run 5K at Rocky Mount Church of God

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| FOLLOW-UP ACTION: (To be completed by the Town Clerk) |
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RECEIVED
1/14/26
RD

FORWARD >>>
>>> TOGETHER
ROCKY MOUNT CHURCH OF GOD

January 9, 2026

**ROCKY MOUNT
CHURCH OF GOD**

1360 North Main Street
Rocky Mount, VA
24151

Phone
(540) 483-1307

Website
www.rmcof.com

To: Rebecca Dillon, Town Clerk
Rocky Mount Town Council

From: Robert Meredith
Rocky Mount Church of God
God's Provision Food Pantry

Re: Kingdom Run 5K

Rebecca,

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

Thanks,

A handwritten signature in black ink, appearing to read "Robert S. Meredith", with a long horizontal flourish extending to the right.

Pastor Robert S. Meredith



**ROCKY MOUNT
CHURCH OF GOD**

1360 North Main Street
Rocky Mount, VA
24151

Phone
(540) 483-1307

Website
www.rmcof.org



January 9, 2026

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 Kingdom Run 5K beginning and ending at the Rocky Mount Church of God on Saturday, November 14, 2025.

The Kingdom Run 5K will begin at 8:00 AM and conclude at approximately 9:30 AM. The 5K will start at the Rocky Mount Church of God (1360 N. Main Street) and the route is as follows: 1360 N. Main Street, right on W. Church Street, Right on Franklin Street, Left on N. Main Street, ending at 1360 N. Main Street.

God's Provision Food Pantry's current client list totals nearly 400 families comprised of over 600 individuals, with new families being added every month. Monthly operations require approximately 500 volunteer hours, with a minimum of 10 volunteers participating on distribution days. God's Provision Food Pantry is a strictly volunteer operation supported solely by monetary donations. Our monthly budget is approximately \$1300.

The Kingdom Run 5K has been a tremendous blessing to this ministry to help offset operational costs. It is our prayer that you see the benefit of our food pantry ministry to Rocky Mount and Franklin County and will allow us to continue to have this event to raise our necessary funds.

I appreciate your time and consideration in this matter

Thanks,

A handwritten signature in black ink that reads "Robert S. Meredith". The signature is written in a cursive style with a large, sweeping flourish at the end.

Pastor Robert S. Meredith

ITEM(S) TO BE CONSIDERED UNDER:
Consent Item

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|----------------------------|------------------|
| FOR COUNCIL MEETING DATED: | February 9, 2026 |
|----------------------------|------------------|

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|---------------------------|--|
| STAFF MAKING REQUEST: | Robert J. Wood, Town Manager Rebecca Dillon, Town Clerk/Executive Administrative Assistant |
| BRIEF SUMMARY OF REQUEST: | <p>The Johnny CASA 5K event to benefit the Southern Virginia Child Advocacy Center located at 300 S. Main Street will hold a 5K run event on Saturday, December 19, 2026, starting at 9:00 a.m. This event is coordinated with the RMPD food drive. The course this year is the same as last year. The organizer of the race is Mr. Johnny Nolen. The RMPD has approved the plans for the race.</p> <p>This proposed course route request is the same as last year beginning on Main Street at the Church Street intersection. The 5K will turn around near the RMFD/RMPD and the 5 Miler turn around at Benjamin Franklin Middle School. The race will return to South Main, making a right on Floyd Avenue, a right on Bank Street, and finish behind the Southern Virginia Child Advocacy Center.</p> |
| ACTION NEEDED: | Approve or deny |

Attachment(s):

1. 2026.0209 400.4.4.3.3a Letter of Request to Hold Event for Johnny CASA 5Miler 5K Run Walk Event

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| <p>FOLLOW-UP ACTION: (To be completed by the Town Clerk)</p> |
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JOHNNY CASA 5-MILER/5K WALK-RUN

January 21, 2026

Dear Town of Rocky Mount Mayor and Council Members,

Re: Johnny CASA 5Miler/5K Run Walk Event

We are looking forward to having our 21st Annual Johnny CASA event to benefit the Southern Virginia Child Advocacy Center located at 300 S. Main St., Rocky Mount, VA. on Saturday, December 19, 2026 with a 9am start. The running event date has been approved by of the Rocky Mount Police Department.

The town has allowed us to use the streets of Rocky Mount for many years in the past and we are most appreciative of the town and the efforts of RMPD.

Our event has proven to be more successful each year than it was at Lakewatch Plantation in previous years. We draw runners, walkers and their families to showcase the Town of Rocky Mount with 295 entries in our annual event in 2025. Many from Roanoke join us as well as local area residents and our Franklin County elementary schools with run and walk programs. We hope to get to continue to grow our event in 2026.

Our request is to keep the third Saturday in December as our event date and to coordinate with the Rocky Mount Police Department.

The proposed race course route request will be the same as in previous years with an out and back beginning on Main Street at the Church Street intersection. The 5k turnaround is near the RMFD/ RMPD and the 5 Miler turnaround is at Benjamin Franklin Middle School and returns to S. Main with a right on Floyd and a right on Bank Street to finish behind the Southern Virginia Child Advocacy Center.

Johnny Nolen



Race Director

78 Cromwell Drive, Rocky Mount, VA 24151

C: (540) 352-8425 runnolen@gmail.com

ITEM(S) TO BE CONSIDERED UNDER:
Consent Item

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|----------------------------|------------------|
| FOR COUNCIL MEETING DATED: | February 9, 2026 |
|----------------------------|------------------|

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|---------------------------|--|
| STAFF MAKING REQUEST: | Vincent Copenhaver, Finance Director |
| BRIEF SUMMARY OF REQUEST: | <p>The Town has been attempting to obtain an accurate real estate tax extract file from Franklin County for approximately five weeks. The extract file is used by the Town to send to our tax bill printers for processing and mailing of our tax tickets. The file that was provided from the County was missing columns of information including the tax map number and mailing name for the property. We understand the County implemented new assessment software in 2025 that provides information to the County's tax system which then produces the extract file for the Town of Rocky Mount and Town of Boones Mill. The County is working with their tax software vendor to correct the file.</p> <p>The Personal Property file was acceptable and those tax bills were mailed in mid-January.</p> <p>At this time, we do not have a date when the file will be corrected. Staff respectfully requests Council to extend the due date of the real estate tax bills by approximately 45 days from the date when the bills are finally mailed. For example, if the real estate bills are mailed by mid-February, then the due date would be March 31, 2026.</p> |
| ACTION NEEDED: | Approve the extension of the due date of the real estate tax bills by approximately 45 days from the date of mailing. |

Attachment(s): None

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

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|----------------------------|------------------|
| FOR COUNCIL MEETING DATED: | February 9, 2026 |
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|---------------------------|--|
| STAFF MAKING REQUEST: | Robert J. Wood, Town Manager |
| BRIEF SUMMARY OF REQUEST: | <p>Staff respectfully requests Town Council appropriate the attached list of new revenues received in the current fiscal year. The list of supplemental appropriations includes insurance payments for damages to Town property, a United Way grant from the Custer Foundation to assist with signage in the Rocky Mount Community Park and several grants and a donation for the Police Department. \$30,958 is the total amount requested as supplemental appropriations.</p> <p>Also listed is a request from the Water Treatment Plant to use existing Lagoon Clean Out Project funds to purchase a Replacement Traveling Water Screen System. The Lagoon will not need to be cleaned out for several years. This request utilizes existing project funds and does not require any additional funding.</p> |
| ACTION NEEDED: | Approve the list of supplemental appropriations and request to use existing project funds towards another project. |

Attachment(s):

1. 2026.0209 400.4.1.5.1 Supplemental Appropriations Resolution to Revise the Budget for FY25-26

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| <p>FOLLOW-UP ACTION: (To be completed by the Town Clerk)</p> |
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Resolution No.: 2026.002

Authorization to Revise Budgetary Appropriations

The Rocky Mount Town Council does hereby authorize by Resolution the following supplemental budget appropriations on February 9, 2026, to the FY 25-26 Budget:

| <u>Department</u> | <u>Purpose/Description</u> | <u>Account</u> | <u>Amount</u> |
|-------------------------------|--|-----------------------|----------------------|
| Public Works | Insurance receipt for damage to solar powered road sign | 13041080.53101 | \$3,357 |
| Public Works | Insurance receipt for damage to public works garbage truck | 13042030.53321 | \$1,271 |
| Community Development | Additional United Way grant funds for replacing signage at the Rocky Mount Community Park | 16081020.54222 | \$5,012 |
| Police Dept | Toy Drive Donations | 12031015.55213 | \$1,854 |
| Police Dept | Department of Criminal Justice Services Grant for Handgun Replacement | 12031010.55412 | \$924 |
| Police Dept | Donation | 12031015.55213 | \$250 |
| Police Dept | Department of Criminal Justice Services Grant for Unmanned Aircraft | 12031010.61115 | \$18,290 |
| | | | |
| | Total Supplemental Appropriations | | \$30,958 |
| | Amended FY25-26 Budget Before 2/9/2026 Appropriations | | \$18,037,806 |
| | Amended FY25-26 Budget After 2/9/2026 Appropriations | | \$18,068,764 |
| | | | |
| Water Treatment Plant Capital | Request to use Lagoon Clean Out Project Funds to Purchase a Replacement Traveling Water Screen System. This request utilizes existing project funds and does not require any additional funding. | 55050800.72034 | \$400,000 |

Given Under My Hand, this 9th Day of February 2026:

C. Holland Perdue, III, Mayor

Attest:

Rebecca H. Dillon, Town Clerk



**ROCKY MOUNT TOWN COUNCIL
REGULAR MEETING MINUTES**

**January 12, 2026
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
Phillip Young, Chief of Police
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
Amy D. Gordon, Assistant Finance Director/Human Resource Director
Shawn Richardson, Lieutenant of Investigations, RMPD
Jeff McCarty, Lieutenant of Special Operations, RMPD

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.

At this time Mayor Perdue asked for a moment of silence in remembrance of Fire Chief Woodrow's mother Ms. Diane Colone who passed away on January 10, 2026.

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 Newbill

Seconded: 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 to 0)

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

Motion: To approve the consent agenda

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)

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

Mayor Perdue as well as Department Heads recognized participants belonging to each of the organizations for their roles in the Town's 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

Officer C.J. Police was recognized for receiving the Mothers Against Drunk Drivers Award for outstanding service in keeping Rocky Mount safe.

6. **New Business**

Performance Agreement with Cornerstone Building Brands, Commonwealth of Virginia, and County of Franklin.

Economic & Cultural Development Director Pinard shared Cornerstone Building Brands had 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 (combined total) as the required local match towards the state's Commonwealth Opportunity Fund grant.

Motion: To accept the performance agreement as presented

Motion By: Council Member Lee

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)

7. **Hearing of Citizens**

No one signed up to speak.

8. **Adjournment**

Motion: To adjourn

Time: 6:07 p.m.

Motion By: Council Member Lee

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

FOIA Report January 2026

| Date | Requested By | Topic |
|---------|--------------------------------|-----------------------------------|
| 1/13/26 | Nick Freeman, Sunlight Records | FD PO's for 2022-2025 |
| 1/15/26 | Selena Parsons | Crash report |
| 1/30/25 | Derek Stone | Officer bodycam for 10/31/25 stop |

Planning & Zoning Monthly Report

01/01/2026 - 01/31/2026

| Permit # | Permit Date | Permit Type | Parcel Address | Main Status | Applicant / Business Name | Owner Name | Description |
|----------|-------------|-------------|----------------|-------------|---------------------------|------------|-------------|
|----------|-------------|-------------|----------------|-------------|---------------------------|------------|-------------|

Group: Sign

| | | | | | | | |
|-----------------------|-----------|------|--------------------|----------|-------------------------------------|---------------------------------|-----------------------------|
| 2026008 | 1/30/2026 | Sign | 354 FRANKLIN ST | Approved | MC Photography, Events, & Gifts LLC | 350 FRANKLIN LLC | New signage |
| 2026007 | 1/29/2026 | Sign | 68 MARKET PLACE DR | Approved | Taco Bell | REALTY INCOME PROPERTIES 21 LLC | Replace like for like signs |
| 2026003 | 1/15/2026 | Sign | 1280 FRANKLIN ST | Approved | Luci's Salon & Floral Designs | BROWN BRUCE D | replacement signage |
| Group Total: 3 | | | | | | | |

Group: Zoning Compliance

| | | | | | | | |
|---------|-----------|-------------------|-----------------------|----------|--|----------------------------------|--|
| 2026006 | 1/28/2026 | Zoning Compliance | 550 OLD FRANKLIN TPKE | Approved | Everyday Coffee Company (Dunkin Donuts) | WAL MART REAL ESTATE BUSINESS TR | New coffee/food tenant within the existing Walmart store (Dunkin Donuts) |
| 2026005 | 1/23/2026 | Zoning Compliance | 536 PELL AVE | Approved | ShirleyAnn Spencer/ ShirleyAnn Spencer, Accountant | SKILLEN KIM N & SCHMIDT-SKILLEN | Open operate accounting and tax office |

| | | | | | | | |
|---------|-----------|-------------------|-----------------|----------|---|---------------------|---------------------------------------|
| 2026004 | 1/16/2026 | Zoning Compliance | 346 FRANKLIN ST | Approved | Amy Guilliams/ Havenmore | 350 FRANKLIN LLC | Open real estate office on 2nd floor |
| 2026002 | 1/15/2026 | Zoning Compliance | 354 FRANKLIN ST | Approved | MC Photography, Events, & Gifts LLC | 350 FRANKLIN LLC | open retail gift shop and event space |
| | | | | | | | |

Group Total: 4

Group: Zoning Letter

| | | | | | | | |
|---------|----------|---------------|---------------|----------|---------------------------|--------------------------|----------------------------|
| 2026001 | 1/2/2026 | Zoning Letter | 520 WEAVER ST | Approved | Clark & Bradshaw, P.C. | HTI PROPERTIES LLC | Zoning Verification Letter |
| | | | | | | | |

Group Total: 1

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Total Records: 8

2/2/2026



Rocky Mount Planning Commission
2025 Annual Report

TO: Rocky Mount Town Council
FROM: Jessica L. Angle, Planning & Zoning Administrator
DATE: January 25, 2026

The Planning Department is pleased to provide this Annual Report of the Planning Commission and Planning Department activities for the calendar year 2025.

Planning Commission Members: Chair Bud Blanchard, Vice Chair Bobby Thompson, Members Ina Clements, John Tiggle, Will Waller, Bill Ball, & Janet Stockton

Planning Commission Activities

The Planning Commission held seven meetings and held five public hearings reviewing the following:

- The proposed 5-Year Capital Improvement Plan (CIP) for the period beginning July 1, 2025 and concluding on June 30, 2030
- Amendments to the Town's Zoning and Subdivision Ordinance (Use matrix and Use standards)
- Franklin County, application for rezoning of approximately 21 acres located at 260 Weaver St.
- Franklin County, application for a special exception permit under Article 6-3 to allow Education Facility, Primary or Secondary; Education Facility, College, University, Business or Trade; and Public use on property located at 260 WEAVER STREET, ROCKY MOUNT, VA
- Jubal's Retreat 1, LLC is requesting a waiver of 10-3-4, C.1 of the Rocky Mount Zoning and Subdivision Ordinance requiring that parcels adjoin public right of way.

Planning & Zoning Activities

The Planning and Zoning Administrator issued the following in 2025:

- 12 Sign permits
- 35 Zoning compliance permits
- 42 Zoning permits
- 4 Zoning Letters
- 10 Plat reviews/approvals
- 6 Mobile food unit permits

The Planning and Zoning Administrator reviewed and approved 11 site plans in 2025

- Tractor Supply
- Jubal's Retreat
- Early Inn Parking Area
- Rocky Mount Burger Co.
- Colored Troops Bronze Memorial Statue
- North Main Street Convenience Store/Gas Station
- Sheetz redevelopment
- Christian Heritage addition
- Walmart addition
- Lee's Tire development
- Step Inc new access road

Looking ahead to 2026

Over the next year, Planning Commission and Town Council will review and update the Comprehensive Plan.

YEAR-TO-DATE BUDGET REPORT FOR THE 7 MONTHS ENDED JAN 31, 2026

FOR 2026 07

| | 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 | 37,163.76 | 541.55 | 3,715.24 | 90.9%* |
| 11011000 41103 PUBLIC SERVICE - CU | 34,509 | 34,509 | .00 | .00 | 34,509.00 | .0%* |
| 11011000 41105 PERSONAL PROPERTY - | 339,696 | 339,696 | 51,597.73 | 51,560.77 | 288,098.27 | 15.2%* |
| 11011000 41106 PERSONAL PROPERTY - | 30,000 | 30,000 | 31,877.80 | 2,040.54 | -1,877.80 | 106.3%* |
| 11011000 41107 MACHINERY & TOOLS - | 188,214 | 188,214 | .00 | .00 | 188,214.00 | .0%* |
| 11011000 41110 PENALTIES ON TAXES | 11,832 | 11,832 | 6,738.09 | 268.44 | 5,093.91 | 56.9%* |
| 11011000 41111 INTEREST ON DELINQ | 6,348 | 6,348 | 4,144.16 | 294.62 | 2,203.84 | 65.3%* |
| TOTAL GENERAL PROPERTY TAXES | 1,523,322 | 1,523,322 | 131,521.54 | 54,705.92 | 1,391,800.46 | 8.6% |
| 11012000 OTHER LOCAL TAXES | | | | | | |
| 11012000 41201 LOCAL SALES & USE T | 342,000 | 342,000 | 226,750.61 | 32,527.22 | 115,249.39 | 66.3%* |
| 11012000 41202 MEALS TAX | 2,840,000 | 2,840,000 | 1,826,962.21 | 266,663.75 | 1,013,037.79 | 64.3%* |
| 11012000 41203 PENALTY-DEL MEALS T | 0 | 0 | 7,472.34 | 2,462.01 | -7,472.34 | 100.0%* |
| 11012000 41204 INTEREST-DEL MEALS | 0 | 0 | 5,259.09 | 1,072.06 | -5,259.09 | 100.0%* |
| 11012000 41205 TRANSIENT OCCUPANCY | 215,000 | 215,000 | 174,846.06 | 11,808.62 | 40,153.94 | 81.3%* |
| 11012000 41208 CIGARETTE TAX | 56,000 | 56,000 | 36,375.00 | 4,365.00 | 19,625.00 | 65.0%* |
| 11012000 41209 BANK STOCK TAX | 378,445 | 378,445 | 198.00 | .00 | 378,247.00 | .1%* |
| 11012000 41210 CONSUMER UTILITY TA | 323,000 | 323,000 | 186,088.19 | 27,777.81 | 136,911.81 | 57.6%* |
| 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 | 2,463,951.50 | 346,676.47 | 1,796,493.50 | 57.8% |
| 11012500 BUSINESS LICENSE TAXES | | | | | | |
| 11012500 41301 BPOL-RETAIL | 475,847 | 475,847 | 25,343.28 | 344.09 | 450,503.72 | 5.3%* |

YEAR-TO-DATE BUDGET REPORT
FOR THE 7 MONTHS ENDED JAN 31, 2026

FOR 2026 07

| | 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 | 10,867.77 | 510.00 | 196,021.23 | 5.3%* |
| 11012500 41303 BPOL-REPAIRS/PERS S | 132,748 | 132,748 | 8,142.30 | .00 | 124,605.70 | 6.1%* |
| 11012500 41304 BPOL-CONTRACTOR | 78,219 | 78,219 | 11,614.23 | 2,680.29 | 66,604.77 | 14.8%* |
| 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 | 60,837.56 | 3,534.38 | 861,320.44 | 6.6% |
| 11013000 PERMITS & LICENSES | | | | | | |
| 11013000 42111 PLANNING & ZONING F | 7,500 | 7,500 | 7,785.66 | 386.00 | -285.66 | 103.8%* |
| 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 | 6,325.15 | 930.00 | 1,651.85 | 79.3%* |
| 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 | 18,603.26 | 1,316.00 | 13,873.74 | 57.3% |
| 11014000 FINES & FORFEITURES | | | | | | |
| 11014000 42211 COURT FINES | 31,000 | 31,000 | 22,823.29 | 4,940.55 | 8,176.71 | 73.6%* |
| 11014000 42213 GARBAGE VIOLATION F | 0 | 0 | -75.00 | .00 | 75.00 | 100.0% |
| TOTAL FINES & FORFEITURES | 31,000 | 31,000 | 22,748.29 | 4,940.55 | 8,251.71 | 73.4% |
| 11015000 PROCEEDS FROM USE OF ASSETS | | | | | | |
| 11015000 42311 INTEREST ON MONEY/I | 358,000 | 358,000 | 253,299.92 | 24,535.56 | 104,700.08 | 70.8%* |
| 11015000 42312 RENTAL OF GENERAL P | 85,650 | 99,786 | 50,118.00 | .00 | 49,668.00 | 50.2%* |
| TOTAL PROCEEDS FROM USE OF ASSETS | 443,650 | 457,786 | 303,417.92 | 24,535.56 | 154,368.08 | 66.3% |
| 11016000 CHARGES FOR SERVICES | | | | | | |
| 11016000 42411 REFUSE COLLECTION C | 360,000 | 360,000 | 230,421.71 | 33,467.44 | 129,578.29 | 64.0%* |

YEAR-TO-DATE BUDGET REPORT
FOR THE 7 MONTHS ENDED JAN 31, 2026

FOR 2026 07

| | 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 | 960.00 | 60.00 | 940.00 | 50.5%* |
| 11016000 42418 PASSPORT SERVICE FE | 18,000 | 18,000 | 13,550.00 | 1,640.00 | 4,450.00 | 75.3%* |
| 11016000 42419 SECURITY SERVICES | 12,500 | 12,500 | 19,305.00 | 8,032.50 | -6,805.00 | 154.4%* |
| 11016000 42420 POLICE REPORTS | 1,680 | 1,680 | 786.00 | 392.00 | 894.00 | 46.8%* |
| 11016000 42421 FINGERPRINT SERVICE | 0 | 0 | 120.00 | 50.00 | -120.00 | 100.0%* |
| 11016000 42422 CRISIS INTERVENTION | 34,000 | 34,000 | .00 | .00 | 34,000.00 | .0%* |
| TOTAL CHARGES FOR SERVICES | 428,080 | 428,080 | 265,142.71 | 43,641.94 | 162,937.29 | 61.9% |
| 11018000 MISCELLANEOUS GENERAL | | | | | | |
| 11018000 42511 RECOVERIES | 0 | 0 | 50,136.76 | 21,552.61 | -50,136.76 | 100.0%* |
| 11018000 42515 DONATIONS | 0 | 53,600 | 59,664.15 | 75.00 | -6,064.15 | 111.3%* |
| 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 | 35,012.26 | 6,279.26 | -5,012.26 | 116.7%* |
| 11018000 45105 REBATES & RECOVERIE | 0 | 0 | 4,996.12 | .00 | -4,996.12 | 100.0%* |
| TOTAL MISCELLANEOUS GENERAL | 33,744 | 137,406 | 198,433.61 | 27,906.87 | -61,027.61 | 144.4% |
| 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 | 72,558.53 | 10,080.87 | 55,021.47 | 56.9%* |
| 18522000 43213 LITTER GRANT | 4,800 | 4,800 | 4,388.00 | .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 | 5,594.11 | 564.62 | 12,405.89 | 31.1%* |
| 18522000 43216 OTHER NON-CATEGORIC | 0 | 1,000 | 1,000.00 | .00 | .00 | 100.0%* |
| TOTAL COMMONWEALTH-NONCATEGORICAL | 208,041 | 209,041 | 141,238.02 | 10,645.49 | 67,802.98 | 67.6% |
| 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 | .00 | -13,842.16 | 150.4%* |
| 18524000 43312 STREET MAINTENANCE- | 1,992,668 | 1,992,668 | 1,008,162.32 | .00 | 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 | .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 7 MONTHS ENDED JAN 31, 2026

FOR 2026 07

| | 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 | .00 | 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 | 5,738,579.16 | 517,903.18 | 6,430,731.84 | 47.2% |
| TOTAL REVENUES | 11,228,349 | 12,169,311 | 5,738,579.16 | 517,903.18 | 6,430,731.84 | |
| 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 | 78,282.05 | 11,273.25 | 105,317.95 | 42.6%* |
| 25020000 45101 WATER SALES | 1,943,343 | 1,943,343 | 1,082,758.91 | 141,302.81 | 860,584.09 | 55.7%* |
| 25020000 45102 WATER CONNECTIONS | 50,000 | 50,000 | 33,899.84 | 7,241.64 | 16,100.16 | 67.8%* |

YEAR-TO-DATE BUDGET REPORT
FOR THE 7 MONTHS ENDED JAN 31, 2026

FOR 2026 07

| | 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 | 11,726.04 | 1,900.00 | 17,273.96 | 40.4%* |
| 25020000 45104 PENALTIES | 35,000 | 35,000 | 22,321.79 | 4,760.32 | 12,678.21 | 63.8%* |
| 25020000 45105 REBATES & RECOVERIE | 0 | 0 | 595.00 | 70.00 | -595.00 | 100.0%* |
| 25020000 45106 BULK WATER PURCHASE | 12,000 | 12,000 | 6,425.57 | 162.89 | 5,574.43 | 53.5%* |
| 25020000 45107 FIRE SUPPRESSION CH | 0 | 0 | 22,823.90 | 3,564.75 | -22,823.90 | 100.0%* |
| TOTAL WATER CHARGES | 2,252,943 | 2,252,943 | 1,258,833.10 | 170,275.66 | 994,109.90 | 55.9% |
| 25530000 WASTEWATER CHARGES | | | | | | |
| 25530000 45201 WASTEWATER COLLECTI | 1,295,649 | 1,295,649 | 735,743.24 | 75,653.23 | 559,905.76 | 56.8%* |
| 25530000 45202 SEWER CONNECTIONS | 20,000 | 20,000 | 4,000.00 | 3,000.00 | 16,000.00 | 20.0%* |
| TOTAL WASTEWATER CHARGES | 1,315,649 | 1,315,649 | 739,743.24 | 78,653.23 | 575,905.76 | 56.2% |
| 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 | 2,018,384.32 | 248,928.89 | 1,630,729.68 | 55.3% |
| TOTAL REVENUES | 3,568,592 | 3,649,114 | 2,018,384.32 | 248,928.89 | 1,630,729.68 | |
| GRAND TOTAL | 14,796,941 | 15,818,425 | 7,756,963.48 | 766,832.07 | 8,061,461.52 | 49.0% |

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

YEAR-TO-DATE BUDGET REPORT
FOR THE 7 MONTHS ENDED JAN 31, 2026

FOR 2026 07

| | 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 | 1,447,927.60 | 47,965.04 | .00 | 1,006,035.40 | 59.0% |
| 11011010 MAYOR & TOWN COUNCIL | 190,605 | 190,605 | 107,596.98 | 14,359.80 | .00 | 83,008.02 | 56.5% |
| 11012020 TOWN MANAGER | 424,922 | 429,689 | 251,529.88 | 30,895.94 | .00 | 178,159.12 | 58.5% |
| 11012040 TOWN ATTORNEY | 62,160 | 62,160 | 34,170.28 | 12,194.32 | .00 | 27,989.72 | 55.0% |
| 11012130 FINANCE DEPARTMENT | 655,007 | 659,887 | 436,004.51 | 86,820.21 | .00 | 223,882.49 | 66.1% |
| 11081060 PASSPORT PROGRAM | 3,125 | 3,125 | 601.08 | 27.21 | .00 | 2,523.92 | 19.2% |
| 12031010 POLICE DEPARTMENT | 3,018,886 | 3,101,456 | 1,745,952.92 | 210,877.21 | .00 | 1,355,503.08 | 56.3% |
| 12031015 POLICE DEPT GRANTS | 0 | 110,399 | 20,669.39 | 402.75 | .00 | 89,729.61 | 18.7% |
| 12032020 VOLUNTEER FIRE DEPT | 231,000 | 337,337 | 136,861.82 | 32,963.54 | 57,063.49 | 143,411.69 | 57.5% |
| 12043130 IMPOUND LOT | 2,500 | 2,500 | 316.22 | .00 | .00 | 2,183.78 | 12.6% |
| 13041000 PUBLIC WORKS ADMINISTRATION | 1,471,473 | 845,105 | 86,661.86 | 9,609.82 | .00 | 758,443.14 | 10.3% |
| 13041020 PUB WORKS NON-VDOT ELIGIBLE | 3,200 | 3,200 | 2,544.71 | .00 | .00 | 655.29 | 79.5% |
| 13041040 STREET LIGHTS | 103,400 | 103,747 | 67,110.89 | 10,155.24 | 5,227.00 | 31,409.11 | 69.7% |
| 13041070 TRAFFIC CONTROL & PARKING | 108,700 | 155,782 | 71,445.76 | 6,499.06 | 2,200.00 | 82,136.24 | 47.3% |
| 13041080 STREETS | 334,200 | 1,301,616 | 809,323.60 | 81,410.35 | 361,254.22 | 131,038.18 | 89.9% |
| 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 | .00 | .00 | 3,934.98 | 14.5% |
| 13042030 REFUSE COLLECTION | 49,650 | 146,901 | 110,851.66 | 9,016.16 | .00 | 36,049.34 | 75.5% |
| 13042040 SNOW REMOVAL | 20,000 | 35,047 | 40,215.06 | 8,229.73 | 8,600.00 | -13,768.06 | 139.3% |
| 13042050 LEAF COLLECTION | 0 | 17,155 | 28,220.62 | 10,412.27 | .00 | -11,065.62 | 164.5% |
| 14043080 PARKS & PLAYGROUNDS | 45,400 | 83,528 | 59,510.00 | 7,429.63 | .00 | 24,018.00 | 71.2% |
| 14543030 40 WEST CHURCH STREET | 0 | 14,136 | 3,721.98 | 1,019.82 | .00 | 10,414.02 | 26.3% |
| 14543040 MUNICIPAL BUILDING | 93,917 | 109,112 | 58,595.32 | 5,741.96 | .00 | 50,516.68 | 53.7% |
| 14543050 EMERGENCY SERVICES BLDG | 92,700 | 94,418 | 63,407.75 | 10,904.28 | .00 | 31,010.25 | 67.2% |
| 14543060 PUBLIC WORKS BUILDING | 43,000 | 50,286 | 48,340.84 | 8,654.38 | .00 | 1,945.16 | 96.1% |
| 14543070 PARKS & REC - CEMETERY | 2,250 | 11,208 | 9,856.11 | 546.95 | .00 | 1,351.89 | 87.9% |
| 16081010 PLANNING & ZONING | 280,156 | 281,632 | 163,411.07 | 20,407.36 | .00 | 118,220.93 | 58.0% |
| 16081020 COMMUNITY & ECONOMIC DEV | 587,418 | 642,739 | 401,940.50 | 31,071.35 | .00 | 240,798.50 | 62.5% |
| 16081030 CITIZENS SQUARE-FARMERS MARKE | 49,657 | 79,267 | 63,477.16 | 2,593.86 | .00 | 15,789.84 | 80.1% |
| 16081040 DEPOT WELCOME CENTER | 36,532 | 36,725 | 14,930.04 | 1,962.82 | .00 | 21,794.96 | 40.7% |
| 16081050 HARVESTER PERFORMANCE CENTER | 600,000 | 600,000 | 311,021.20 | 150,483.62 | .00 | 288,978.80 | 51.8% |
| 16081070 MAIN STREET PROGRAM | 115,839 | 116,955 | 59,068.72 | 7,910.28 | .00 | 57,886.28 | 50.5% |
| 16081086 COMMUNITY DEVELOPMENT GRANTS | 0 | 49,270 | 21,947.96 | .00 | .00 | 27,322.04 | 44.5% |
| 16081300 ECONOMIC DEVELOPMENT AUTHORIT | 3,856 | 3,856 | 1,645.40 | .00 | .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 | 6,685,318.26 | 820,564.96 | 434,344.71 | 5,049,648.03 | 58.5% |

20 WATER & WASTEWATER FUND

YEAR-TO-DATE BUDGET REPORT
FOR THE 7 MONTHS ENDED JAN 31, 2026

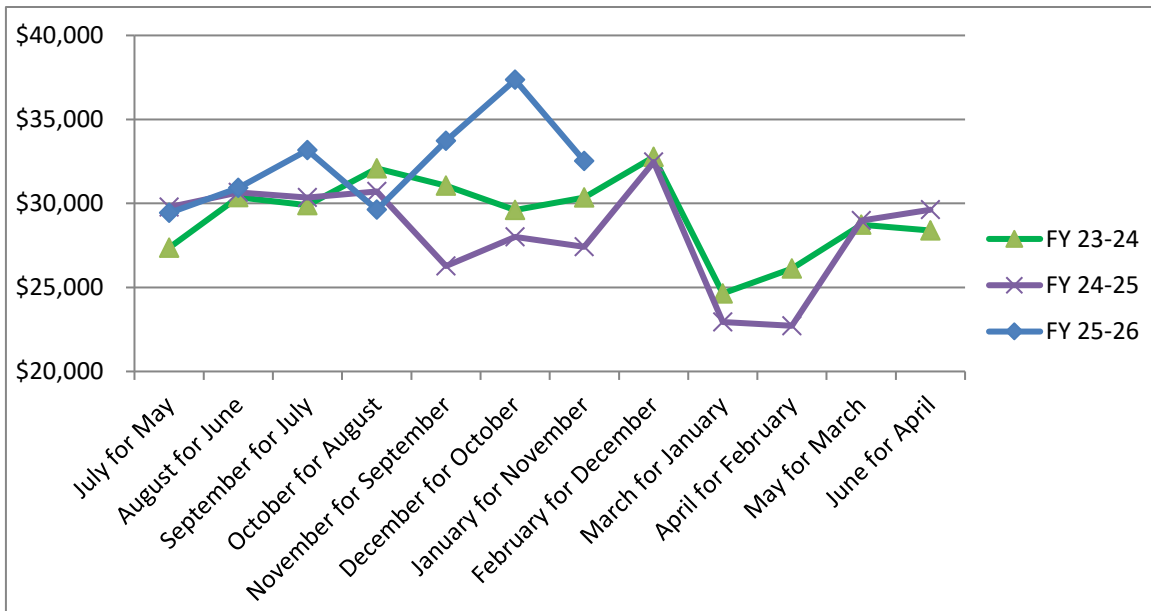
FOR 2026 07

| 20 | | ORIGINAL APPROP | REVISED BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|----------|-------------------------------|-----------------|----------------|--------------|--------------|--------------|------------------|----------|
| | WATER & WASTEWATER FUND | | | | | | | |
| 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 | 267,989.24 | 32,976.02 | 20,933.24 | 67,764.52 | 81.0% |
| 25050100 | METER READING | 25,780 | 30,944 | 22,869.08 | 2,730.57 | .00 | 8,074.92 | 73.9% |
| 25050500 | WATER TREATMENT PLANT | 1,104,897 | 1,137,809 | 634,344.06 | 65,795.47 | 15,760.50 | 487,704.44 | 57.1% |
| 25062000 | UTILITY ADMINISTRATION | 388,565 | 391,029 | 259,917.81 | 27,315.72 | .00 | 131,111.19 | 66.5% |
| 25560000 | WASTEWATER SYSTEM OPERATIONS | 185,246 | 185,793 | 132,358.42 | 22,977.83 | .00 | 53,434.58 | 71.2% |
| 25560500 | WASTEWATER TREATMENT PLANT | 721,459 | 728,953 | 416,639.69 | 55,567.36 | 125.00 | 312,188.31 | 57.2% |
| | TOTAL WATER & WASTEWATER FUND | 3,568,592 | 3,649,114 | 1,767,137.30 | 207,362.97 | 36,818.74 | 1,845,157.96 | 49.4% |
| | GRAND TOTAL | 14,796,941 | 15,818,425 | 8,452,455.56 | 1,027,927.93 | 471,163.45 | 6,894,805.99 | 56.4% |

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

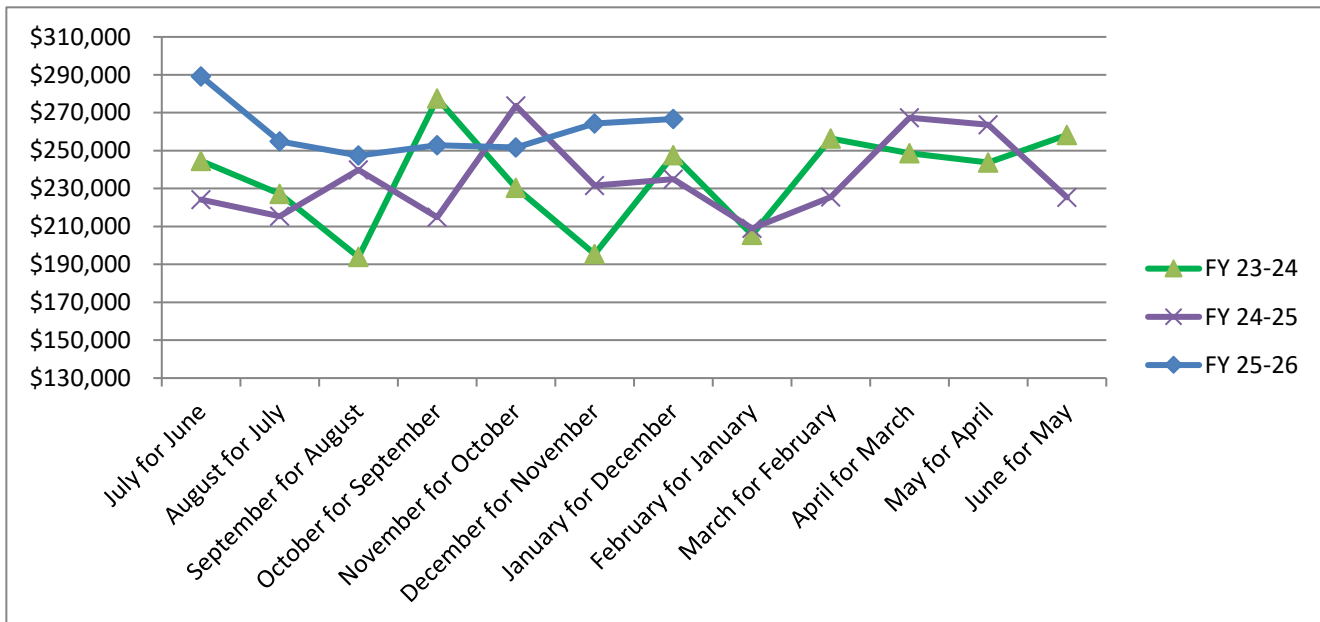
**Town of Rocky Mount
Local Sales Tax Collections by Month**

| <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 | \$ 32,527 | \$ 5,112 | 16.8% |
| 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 | \$ 226,750 | \$ 23,553 | |



**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 | \$ 266,664 | \$ 31,743 | 13.5% |
| 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 | <u>\$ 2,829,102</u> | <u>\$ 2,825,293</u> | <u>\$ 1,826,962</u> | <u>\$ 192,665</u> | |



**Town of Rocky Mount
Cash Balances and Investment Portfolio
January 31, 2026**

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%) | \$ 7,296,789 |
| Truist: Payroll and Flexible Benefits Checking Accounts | \$ 121,883 |
| 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>\$ 903,417</u> |
| | |
| Total Cash Balance at Month End | <u><u>\$ 12,130,369</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: | February 9, 2026 |
| TO: | Rocky Mount Town Council |
| FROM: | Brad Basham – Asst Chief |
| DEPARTMENT: | Fire Department |
| MONTH: | December 2025 |

For the period of December 2025, the Rocky Mount Fire Department responded to a total of **60** calls of which 24 were inside the town limits and **36** were outside the town limits.

RMFD apparatus traveled a total of 1226 miles carrying out duties pertaining to answering calls and support efforts of the department.

RMFD members logged 38 members performing training for a total of 182 hours of training.

Respectfully Submitted By,

Asst. Chief B. Basham

MONTHLY STAFF REPORT

| | |
|--------------------|--------------------------|
| DATE: | FEBRUARY 9, 2026 |
| TO: | Rocky Mount Town Council |
| FROM: | Chief Phillip S. Young |
| DEPARTMENT: | Police Department |
| MONTH: | January |

*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: JANUARY 2026

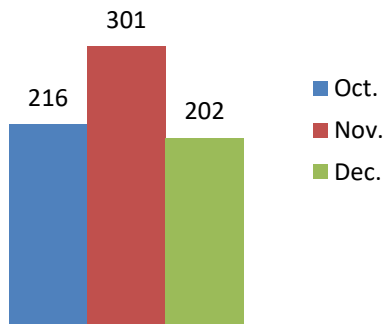
OCTOBER

NOVEMBER

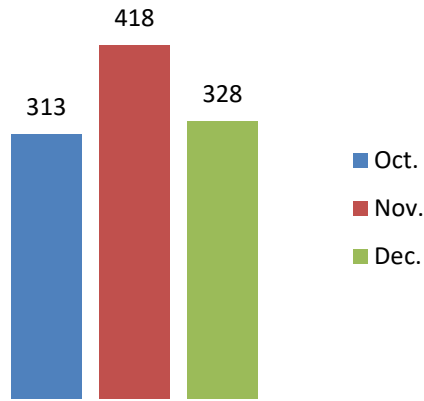
DECEMBER

| | OCTOBER | NOVEMBER | DECEMBER |
|---|---------|----------|----------|
| UNIFORM TRAFFIC SUMMONS ISSUED | 216 | 301 | 202 |
| TRAFFIC STOPS | 313 | 418 | 328 |
| SPEEDING TICKETS ISSUED | 61 | 104 | 58 |
| DUI | 1 | 4 | 3 |
| COLLISIONS INVESTIGATED (TREDS) | 18 | 20 | 18 |
| MOTORIST AIDES | 36 | 30 | 43 |
| CRIMINAL ARRESTS "MISDEMEANOR" | 38 | 35 | 23 |
| CRIMINAL ARRESTS "FELONY" | 13 | 14 | 9 |
| INCIDENTS ADDRESSED | 2028 | 2232 | 1774 |
| INCIDENTS, OFFENSES REPORTABLE IN "RMS" | 105 | 69 | 74 |
| GRAND LARCENY WARRANTS | 0 | 1 | 0 |
| BREAKING & ENTERING REPORTS | 0 | 0 | 0 |
| BREAKING & ENTERING WARRANTS | 0 | 0 | 0 |
| BOLO'S (Be On Look Out) | 4 | 3 | 1 |
| FOLLOW-UP'S | 42 | 47 | 21 |
| BUSINESSES, RESIDENCES CHECKED "FOOT PATROLS" | 445 | 530 | 307 |
| SCHOOL CHECKS | 118 | 114 | 77 |
| ALARM RESPONSES | 29 | 36 | 28 |
| OPEN DOORS, WINDOWS, ETC. UNSECURED | 1 | 3 | 3 |
| ECO/TDO | 7 | 3 | 4 |

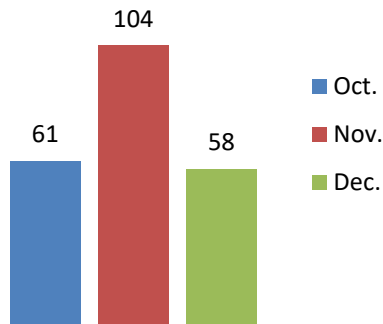
Uniform Traffic Summons Issued



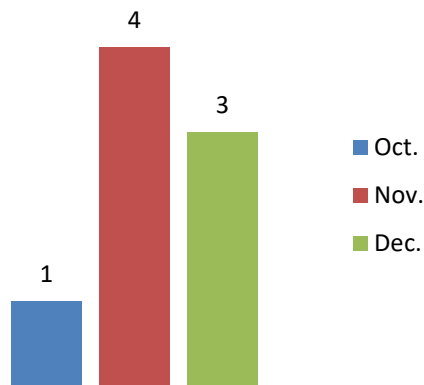
Traffic Stops



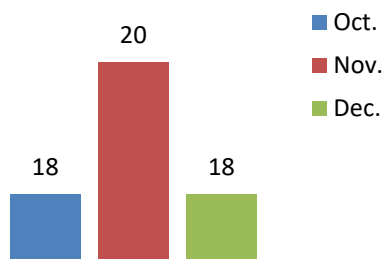
Speeding Tickets Issued



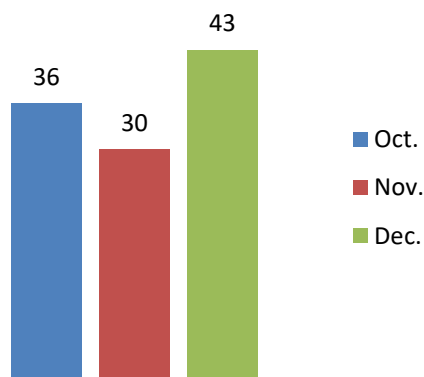
DUI



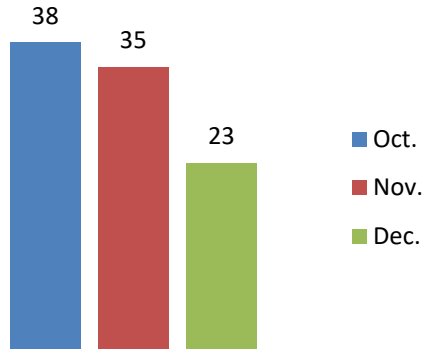
Collisions Investigated (TREDS)



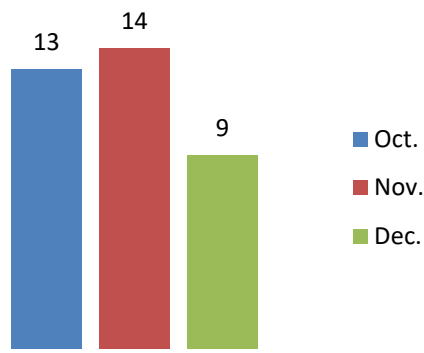
Motorist Aides



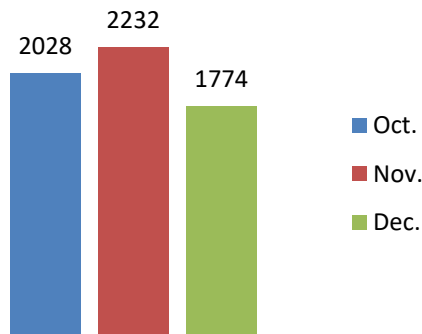
Criminal Arrests "Misdemeanor"



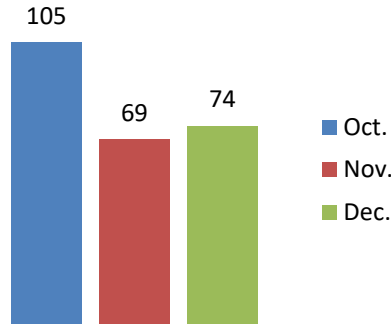
Criminal Arrests "Felony"



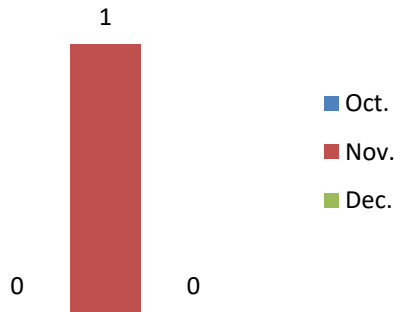
Incidents Addressed



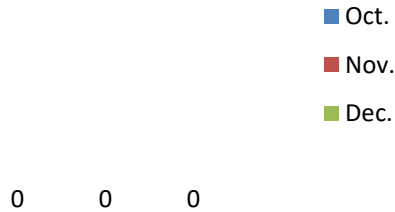
Incidents/Offenses Reportable "RMS"



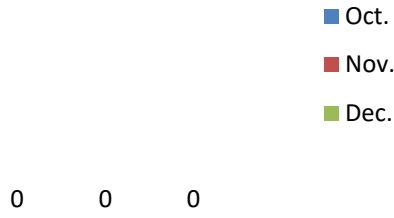
Grand Larceny Warrants



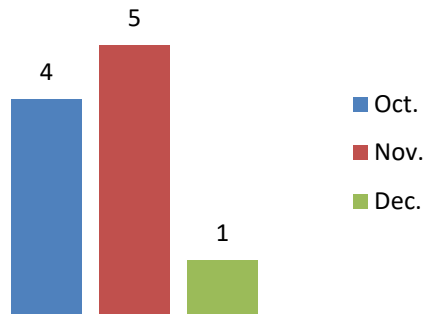
Breaking & Entering Reports



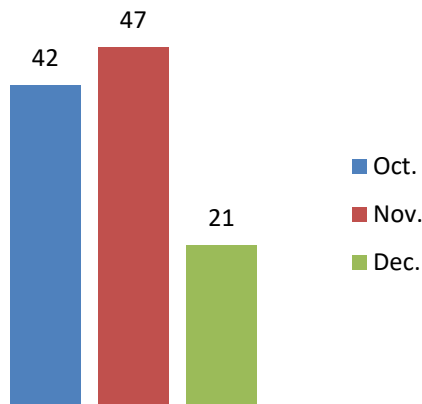
Breaking & Entering Warrants



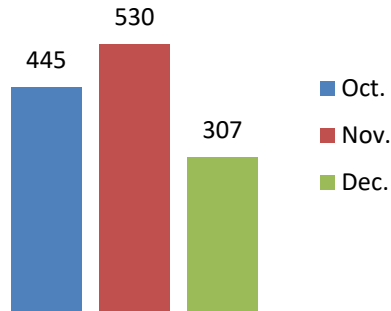
BOLO's (Be On Look Out)



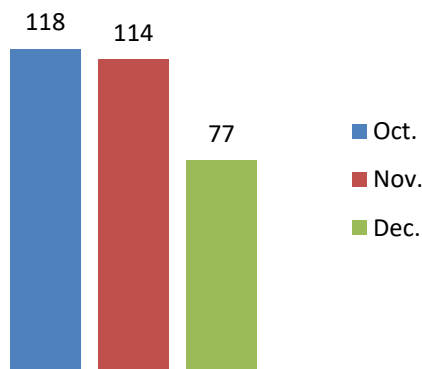
Follow-Ups



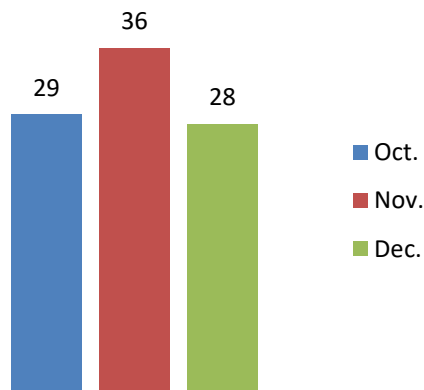
Businesses/Residences Checked "Foot Patrols"



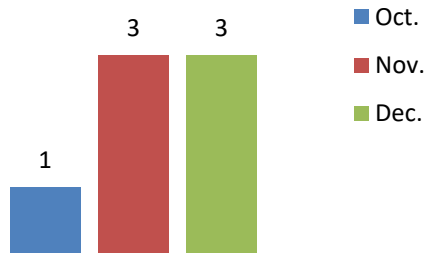
School Checks



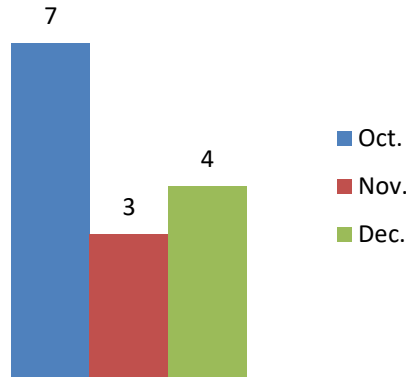
Alarm Responses



Open Doors, Windows, Etc. Unsecured



ECO/TDO



TRAFFIC ENFORCEMENT:

- ❖ Moving and stationary radar was conducted throughout the Town of Rocky Mount during December
- ❖ Reported streetlights out to Town Manager’s office
- ❖ There were 18 reportable accidents with 11 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/CART meeting
- ❖ Attended Human Trafficking meeting
- ❖ Attended Fraud meeting

COMMUNITY RESOURCE SGT.: MEETINGS/EVENTS (King)

- ❖ Attended Christian Heritage Academy “Christmas Program”
- ❖ Attended “Glock Armor School”

**COMMUNITY RESOURCE SGT.:
(cont.)**

- ❖ WYTI Radio (Community First Segment)
- ❖ Appeared on "Rise & Shine" for discussion on upcoming events
- ❖ Appeared on "Super Country – B99.9" for discussion on upcoming events
- ❖ Attended "Family Resource Board" meeting
- ❖ Attended RAH Coalition Meeting
- ❖ Continued updates on social media pages
- ❖ Attended "I.V.P. Committee Meeting" at Child Advocacy Center
- ❖ Attended CHAT meeting at Carilion
- ❖ Attended Franklin County DSS Coalition Meeting
- ❖ Assisted Patrol with various calls for service
- ❖ Picked up toy donation for "Christmas Toy Drive" from Harvester and Kay's Corner
- ❖ Performed bike patrol throughout Town
- ❖ Reviewed and approved reports for officers
- ❖ Performed school checks/assisted with calls for service
- ❖ Delivered toys to Rocky Mount Elementary and Lee M. Waid Elementary for Christmas
- ❖ Performed bike patrol/traffic control for "Come Home to a Franklin County Christmas"
- ❖ Performed bike patrol/traffic control for "Rotary Christmas Parade"
- ❖ Assisted w/ "Shop w/ a Cop"
- ❖ Re-certification class in Radar/Lidar
- ❖ Participated in "Christmas Senior Fair" at the Essig Center
- ❖ Picked up and delivered donation of bikes for Christmas
- ❖ Worked extra at "Carter Bank & Trust" due to recent issues at surrounding locations
- ❖ Worked "BFMS" basketball games

**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 worker ref: student
- ❖ Petition/Diversion: Possess a Marijuana Electronic Smoking Device Underage (x 3)
(Holland)
- ❖ THC Devices Confiscated: 3

SPEEDING TICKETS ISSUED

Tanyard Road (x 20)
South Main Street (x 14)
Old Franklin Turnpike (x 6)
Booker T. Washington Highway (x 5)
Grassy Hill Road (x 5)
School Board Road (x 3)
North Main Street (x 2)
Pell Avenue
Altice Mill Road
Industrial Park Drive

CRIMINAL ARRESTS & LOCATIONS:

| | |
|---|------------------------------|
| Possession of Meth | South Main Stret |
| Possess a THC Smoking Device on School Property | Tanyard Road (x 3) |
| Driving Under the Influence | North Main Street |
| Driving Under the Influence | Booker T. Washington Highway |
| Driving Under the Influence | North Main Street |
| Drunk In Public | North Main Street |
| Drunk In Public | Mary Coger Lane |
| Drunk In Public | Floyd Avenue |
| Drunk In Public | Tanyard Road |
| Intoxicated In Public (Drugs) | Old Franklin Turnpike |
| Felony Bad Check | Old Fort Road |

| | |
|-------------------------------|-----------------------------|
| Simple Assault | Tanyard Road |
| Domestic Assault | Tanyard Road |
| Shoplifting | Old Franklin Turnpike (x 8) |
| Warrant Service (PB-15) | Grassy Hill Road (x 2) |
| Warrant Service (Capias) | North Main Street |
| Warrant Service (Capias) | Donald Avenue |
| Warrant Service (Capias) | Grassy Hill Road |
| Warrant Service (Felony) | North Main Street (x 2) |
| Warrant Service (Misdemeanor) | North Main Street |
| Warrant Service (Misdemeanor) | Orchard Avenue |
| Emergency Custody Order | Floyd Avenue (x 2) |
| Emergency Custody Order | Law Street |
| Emergency Custody Order | Whitten Street |

MONTHLY STAFF REPORT

| | |
|--------------------|--|
| DATE: | February 9, 2026 |
| TO: | Rocky Mount Town Council |
| FROM: | Brian Schofield, Public Works Superintendent |
| DEPARTMENT: | Public Works Department |
| MONTH: | January 2026 |

1. Read meters (1 day)
2. Meter repairs: replaced touch pads, trimmed bushes, gasket leaks, and cleanouts.
3. Meter cutoffs: 28
4. Clean-up for 5 days.
5. Cut trees along roads, sidewalks, and parks as needed.
6. Repaired, replaced, or eight unplugged sewer mains or laterals.
7. Repaired no 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. Two snow events worked in January.
12. Ongoing exchanging out of new carts for citizens.
13. Take down all Christmas decorations throughout town
14. Leaf operations finished throughout town.
15. We started working on sewer lines.
16. We redid the landscape at the island at Floyd and Franklin Street.
17. We worked at one event in January.
18. Started preparing for the rollout of trash cans to the annexed areas.

MONTHLY STAFF REPORT

| | |
|----------------------|-----------------------------------|
| MEETING DATE: | February 9, 2026 |
| TO: | Rocky Mount Town Council |
| FROM: | Dennis Potter |
| DEPARTMENT: | Wastewater Treatment Plant |
| REPORT MONTH: | January, 2026 |

| | |
|-----------------------------------|----------------------------|
| Average Daily Flow | .730 MGD |
| Minimum TSS Reduction | 97.9% |
| Minimum BOD Reduction | 98.6% |
| Leachate received (F.C. Landfill) | 172,750 gallons |
| VPDES Violations | None |
| Sludge (Land filled @ F.C.) | 49.77 Tons |
| Rain Total 1.30 - inches | Snow Total 7 - inches |

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

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

The staff ran camera for Public Works to help locate sewer issues.

The staff replaced an oil seal in faulk gear drive #1 on the oxidation ditch.

The staff replaced a primer spring at Oaks Tavern lift station.

The staff replaced the coupling in sludge pump #1.

Respectfully Submitted,

Dennis Potter

MONTHLY STAFF REPORT

| | |
|--------------------|--|
| DATE: | 2/9/2026 |
| TO: | Rocky Mount Town Council |
| FROM: | Michael K. Adkins – Water Superintendent |
| DEPARTMENT: | Water Department |
| MONTH: | January 2026 |

Operation and Production Summary:

The actual water production time (water filtration) averaged 10.23 hours per day for the entire month, yielding approximately 721,555 gallons per day. This month's rainfall was 4.30 inches, as measured at the water treatment plant. Therefore, the Blackwater River flow remains adequate for regular operation.

| | |
|---|--|
| Total Raw Water Pumped: | 23.03 million gallons |
| Total Drinking Water Produced: | 22.37 million gallons |
| Average Daily Production: | 721,555 gallons per day |
| Average Percent of Production Capacity: | 36.08% |
| Flushing of Hydrants/Tanks/FD Use: | 46,406 + F.D. 25,000 = 71,406 gallons |
| Plant Process Water: | 695,000 gallons (finished water used by the plant) |
| Bulk Water Sold @ W.T.P.: | 4,500 gallons |
| Bulk Water used at PW Shop | 1,346 gallons |
| Tank Cleanout/Drainage/Leak | 0 gallons |
| WVWA Water | 1,068,360 gallons |

Testing:

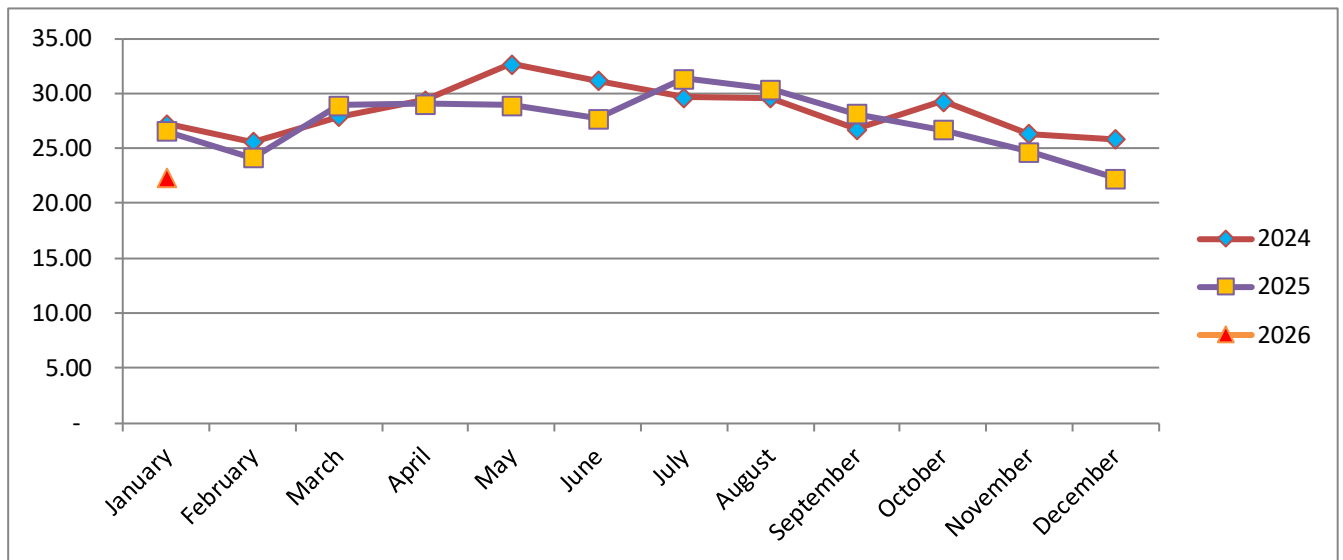
- Our monthly (7 total) routine bacteriological samples were bacteria-free. Therefore, the Town continues to comply with all EPA drinking water standards.
- Staff suspended the Auto-flushing program in November 2025 due to falling temperatures. This program will resume in early spring. This process reduces 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 1,068,360 gallons of water from the WVWA connection.
- Staff installed new Inline P.H. probe.
- Staff performed yearly water tests

- Two members of staff remained at the water plant from the morning of 1-21 through the evening of 1-23 ensure water production. Staff also altered schedules to ensure storm coverage.

| Town of Rocky Mount | | | | | | |
|----------------------------------|--------------|--------------|--------------|---------------|-----------------|--|
| Water Production | | | | | | |
| Monthly Total In Million Gallons | | | | | | |
| <u>Month</u> | <u>2024</u> | <u>2025</u> | <u>2026</u> | <u>Change</u> | <u>% Change</u> | |
| January | 27.25 | 26.57 | 22.37 | (4.2) | -18.8% | |
| February | 25.60 | 24.16 | | | | |
| March | 27.88 | 28.91 | | | | |
| April | 29.43 | 29.03 | | | | |
| May | 32.67 | 28.91 | | | | |
| June | 31.16 | 27.70 | | | | |
| July | 29.66 | 31.33 | | | | |
| August | 29.60 | 30.39 | | | | |
| September | 26.77 | 28.16 | | | | |
| October | 29.30 | 26.68 | | | | |
| November | 26.30 | 24.71 | | | | |
| December | 25.83 | 22.28 | | | | |
| Year Totals | 341.45 | 328.83 | 22.37 | (4.20) | -18.8% | |
| YTD Through January | 27.25 | 26.57 | 22.37 | (4.20) | -18.8% | |



ITEM(S) TO BE CONSIDERED UNDER:
New Business

| | |
|----------------------------|------------------|
| FOR COUNCIL MEETING DATED: | February 9, 2026 |
|----------------------------|------------------|

| | |
|---------------------------|---|
| STAFF MAKING REQUEST: | Robert J. Wood, Town Manager |
| BRIEF SUMMARY OF REQUEST: | Mr. Jeremy Holmes from RVARC gives yearly presentation. |
| ACTION NEEDED: | No action needed |

Attachment(s): None

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

ITEM(S) TO BE CONSIDERED UNDER:
New Business

| | |
|----------------------------|------------------|
| FOR COUNCIL MEETING DATED: | February 9, 2026 |
|----------------------------|------------------|

| | |
|---------------------------|---|
| STAFF MAKING REQUEST: | Robert J. Wood, Town Manager |
| BRIEF SUMMARY OF REQUEST: | The Virginia Department of Transportation provides maintenance funds each year based on the Town's street inventory and corresponding lane miles. In order to add streets, a resolution must be submitted to petition the Department to review and add to the town's street inventory for maintenance payments. As part of the Boundary Adjustment, the town must adopt a resolution requesting for the streets within the adjustment area to be added to the Town's inventory. The resolution, list of streets and map of the area are attached. |
| ACTION NEEDED: | Adopt the resolution. |

Attachment(s):

1. 2026.0209 600.6.2.1a Resolution to Accept Maintenance Responsibility from VDOT for Boundary Adjustment
2. 2026.0209 600.6.2.1 VDOT Excell Worksheat (Use This One)
3. 2026.0209 600.6.2.1b Town of Rocky Mount MAP for VDOT

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



RESOLUTION NO.: **2026.001**

RESOLUTION TO REQUEST THE VIRGINIA DEPARTMENT OF TRANSPORTATION PROVIDE FUNDING WITHIN THE URBAN MAINTENANCE INVENTORY SYSTEM

WHEREAS, pursuant to the provisions of Virginia Code Section 33.2-319, the Virginia Department of Transportation makes payments to municipalities for the maintenance of qualifying highways; and

WHEREAS, Virginia Department of Transportation procedures require that municipalities requesting lane mileage additions and deletions for payments under § 33.2-219 submit Form U-1, "Request for Street Additions, Deletions or Conversions for Municipal Assistance Street Payments," as approved by the municipality's governing body;

WHEREAS, the Town of Rocky Mount hereby petitions the Virginia Department of Transportation to accept or delete those streets listed on Form U-1 for street maintenance payments; a copy of said Form U-1 being attached hereto and make a part of this resolution;

WHEREAS, that Form U-1 and accompanying maps, and a copy of this resolution, shall be transmitted to the Resident Engineer/Administrator of the Virginia Department of Transportation;

NOW, THEREFORE, I, C. Holland Perdue III, Mayor of the Town of Rocky Mount, on behalf of the Town Council of the Town of Rocky Mount, find that this resolution shall be in full force and effect upon its passage.

GIVEN UNDER MY HAND, THIS 9TH DAY OF FEBRUARY 2026:

Mayor:

Attest:

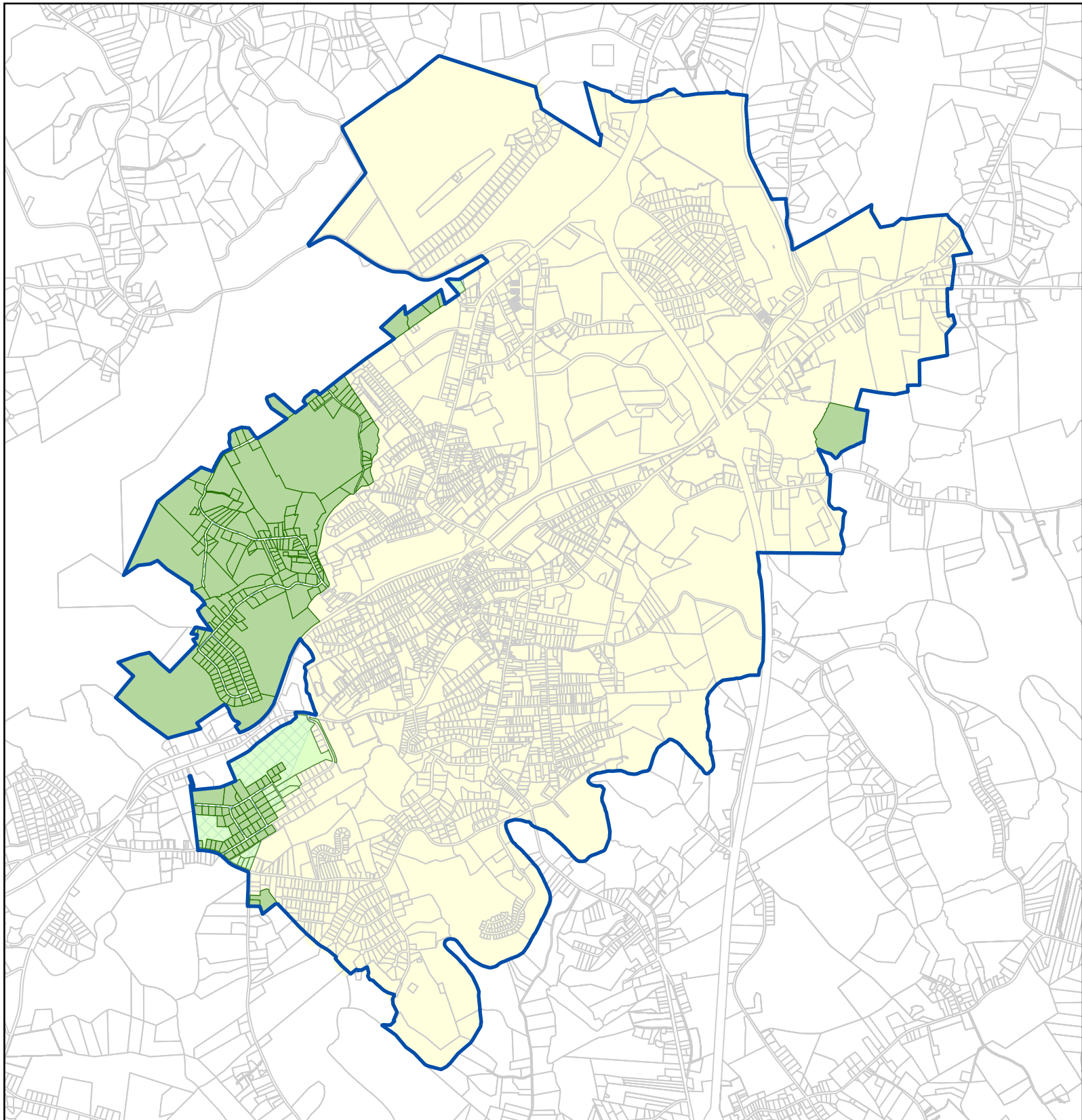
Town Clerk

LOCAL ASSISTANCE DIVISION
VDOT
REQUEST FOR STREET ADDITION, DELETIONS AND CONVERSIONS FOR STREET PAYMENTS
SECTION 33.2-319
CODE OF VIRGINIA

| MUNICIPALITY | | Franklin | | | DISTRICT | | | Salem | | | Eligibility Code Reference Link | FUNC. CLASS. (TMPD USE except for HR and NOVA) |
|--------------------------------------|-------------------|--------------------------------|--------------|--|----------|---------------------------|--------------------------|--------------------------|------------------------|--------------------|--|--|
| ACTION REQUIRED (SELECT BELOW) | (SELECT BELOW) | STREET NAME | ROUTE NUMBER | FROM | TERMINI | TO | R/W (Width) (FEET) | PAVEMENT WIDTH (FEET) | CENTER LINE (MILES) | NUMBER OF LANES | | |
| Change Existing Segment | | Rte. 820 (Diamond Aveune) | | Existing Town limits | | to ESM | 30 | 16 | 0.57 | 2 | 1.13 | Select one |
| ADD (New Road) | | Rte. 896 (Sycamore Street) | | Existing Town limits | | to ESM | 30 | 16 | 0.27 | 2 | 0.54 | Select one |
| ADD (New Road) | | Rte. 906 (Highland Hills Road) | | Intersection Rte. 820 | | to ESM | 40 | 20 | 0.34 | 2 | 0.67 | Select one |
| ADD (New Road) | | Rte. 1006 (Friendly Street) | | Intersection Rte. 820 | | to ESM | 40 | 20 | 0.07 | 2 | 0.13 | Select one |
| ADD (New Road) | | Rte. 1012 (Power Line Road) | | Intersection Rte. 820 | | to ESM | 40 | 18 | 0.06 | 2 | 0.11 | Select one |
| ADD (New Road) | | Rte. 1037 (Circle View Street) | | Intersection Rte. 906 | | to intersection Rte. 1038 | 50 | 20 | 0.15 | 2 | 0.30 | Select one |
| ADD (New Road) | | Rte. 1038 (Circle View Street) | | Intersection Rte. 906 | | to intersection Rte. 1037 | 50 | 20 | 0.16 | 2 | 0.32 | Select one |
| Change Existing Segment | | Rte. 1040 (Greenview Drive) | | Intersection Rte. 640 | | to existing Town limits | 50 | 20 | 0.12 | 2 | 0.23 | Select one |
| ADD (New Road) | | Rte. 1041 (Belmont Drive) | | Intersection Rte. 1040 | | to intersection Rte. 1042 | 50 | 20 | 0.08 | 2 | 0.16 | Select one |
| ADD (New Road) | | Rte. 1042 (Dillard Lane) | | Intersection Rte. 1041 | | to intersection Rte. 1044 | 50 | 20 | 0.10 | 2 | 0.20 | Select one |
| ADD (New Road) | | Rte. 1043 (Forest Hill Lane) | | Intersection Rte. 1040 | | to intersection Rte. 1042 | 50 | 20 | 0.07 | 2 | 0.14 | Select one |
| Change Existing Segment | | Rte. 1044 (Creekwood Drive) | | Intersection Rte. 1042 | | to existing Town limits | 50 | 22 | 0.04 | 2 | 0.07 | Select one |
| Change Existing Segment | | Rte. 640 (Scuffling Hill Road) | | Existing Town limits (Intersection Rte. 863) | | to Rte. 1040 | 40 | 20 | 0.07 | 2 | 0.14 | Select one |
| Change Existing Segment | | Rte. 640 (Scuffling Hill Road) | | Rte. 1040 | | to new Town limits | 30-50 | 20 | 0.05 | 2 | 0.10 | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
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| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

SIGNED _____
MUNICIPAL OFFICIAL DATE
Submit to: District Point of Contact in triplicate

SIGNED _____
AUTHORIZED VDOT OFFICIAL DATE
CLASSIFIED BY _____
T&MPD ENGINEER DATE

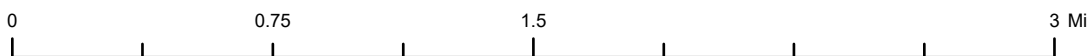


Proposed New Town Parcels

Town of Rocky Mount, VA



- New Town Boundary - DRAFT
- New Town Parcels
- Parcels Already Taxed as Town Parcels
- Existing Town Parcels
- Major Adjustments



The data layers provided herein were compiled from various sources within a geographic information system (GIS) for the primary use of Franklin County. The data provided herein are believed to be accurate but are provided for reference purposes only. These GIS data are in no way meant as a replacement for a legal survey, legal description, or standard due diligence. No guarantee, expressed or implied, is made regarding their accuracy, currency, adequacy, usefulness, or reliability. These data are provided "as is" and neither Franklin County nor its employees shall be held responsible for their inappropriate use. 10/01/2024

ITEM(S) TO BE CONSIDERED UNDER:
New Business

| | |
|----------------------------|------------------|
| FOR COUNCIL MEETING DATED: | February 9, 2026 |
|----------------------------|------------------|

| | |
|---------------------------|---|
| STAFF MAKING REQUEST: | Robert J. Wood, Town Manager Jessica Angle, Planning & Zoning Administrator |
| BRIEF SUMMARY OF REQUEST: | Staff is requesting Town Council approval to move forward with the Berkley Group to complete an update to the Town's Comprehensive Plan. Berkley will assist with updating all required data sets, maps, images, and overall branding throughout the document to ensure it meets current planning standards and fulfills Virginia's requirements for comprehensive plan updates. The proposed scope of work includes a review of existing plan elements, incorporation of updated demographic and land use data, and preparation of a final document suitable for both adoption and public use. Staff recommends approval to proceed with the Berkley Group. |
| ACTION NEEDED: | Accept the proposal from Berkley Group to update the Comprehensive Plan. |

Attachment(s):

1. Work Order 5- Comp Plan Update
2. 2026.0209 600.6.3.1b Contract - Town of Rocky Mount 2026

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



P.O. Box 181
Bridgewater, VA 22812
1-540-208-5188 (VA)
1-817-231-7396 (TX)
info@bgllc.net
www.bgllc.net

January 21, 2026

Town of Rocky Mount
Attn: Mr. Robert Wood, Town Manager
345 Donald Avenue
Rocky Mount, Virginia 24151

RE: Work Order 5: Comprehensive Plan Update

Dear Mr. Wood:

We are pleased to present the associated scope and fee to provide professional planning services to support the update of the Comprehensive Plan to the Town of Rocky Mount, VA. If you have any questions related to the scope and associated fee for the work order, please let me know.

Thank you for the opportunity to work with you and your staff to help achieve the Town's goals.

Sincerely,

Andrew D. Williams
Chief Executive Officer

I have reviewed the scope and fee for the associated work order and I hereby give the consultant notice to proceed for the work described herein.

Robert Wood, Town Manager

Date

I. SCOPE OF WORK

Berkley Group will assist the Town in the update of its Comprehensive Plan by integrating new data, removing outdated content, inserting text amendments and updating pictures and style to match the Town brand.

The following tasks will be conducted:

Task A1 – Project Management

Manage the development of the draft and coordinate with staff for meetings, work sessions, and incorporation of edits. Up to two (2) 30-minute virtual meetings will be held per month to provide status updates and coordinate next steps.

Task A2 – Project Kickoff with Staff (Virtual)

Conduct an initial virtual meeting with Town staff to review project scope, goals, expectations, deliverables, and plan the immediate next steps. Berkley Group will provide a punch list of data points to be updated. This scope assumes the virtual kickoff will take no longer than two (2) hours.

Task A3 – Document Review

Review the Town's current Comprehensive Plan and related documents. Berkley Group will identify Code of Virginia Title 15.2, Chapter 22 mandates to be incorporated into the plan. This will be provided in a diagnostic matrix to staff during the first staff work session.

Task A4 – Staff Work Session #1

Facilitate a work session with Town staff to review the Code of Virginia matrix, new demographic data, answer questions, and receive text edits from staff. This scope assumes the staff work session will take place virtually and will last no longer than two (2) hours.

Task A5 – Demographics & Existing Conditions

Collect updated population and other demographic data points currently provided in the Comprehensive Plan. Berkley Group will supply all data points from external public and industry sources. The Town will provide any internal data or departmental records that need to be updated within the Plan.

Task A6 – Text Amendments

Incorporate text deletions and insertions as directed by Town staff. Berkley Group will update the text regarding Franklin County as a community partner and incorporate other edits as directed by Town staff. It is assumed that the Town will provide a compiled red-line version of all text to be amended. The requested amendments will be incorporated and provided for Town staff to review. It is anticipated that one (1) round of edits will occur after the second staff work session.

Task A7 – Staff Work Session #2

Facilitate a work session with Town staff to review the incorporated new demographic data, text amendments, and plan the pre-adoption work session. This scope assumes the staff work session will take place virtually and will last no longer than two (2) hours. One (1) round of edits will be incorporated based on staff review.

Task A8 – Layout & Design

Clean the Comprehensive Plan, ensuring the existing layout is consistent. Incorporate the current Town brand, including Town seal and colors. It is assumed that the document will remain in Microsoft Word, and the landscape page orientation will be maintained. Tables, text boxes, and images will not be restructured or rearranged except for branding and spacing consistency. Pictures may be replaced but sizes will remain the same, and staff will note the exact image it is replacing and will provide a new caption if applicable. New graphics will not be created for any data points. This task can be expanded for an additional fee.

Task A9 – Pre-Adoption Work Session

Facilitate an in-person work session with the Planning Commission to review the updated Comprehensive Plan and refine prior to public hearings. Berkley Group will provide a meeting memo and the latest draft of the Comprehensive Plan. One (1) round of edits will be incorporated based on direction from the work session.

Task A10 – Incorporate Final Revisions

Incorporate final revisions provided by the Virginia Department of Transportation during their review; the Planning Commission during its work session; and the Town Council as compiled by staff. This draft will be provided to staff for public hearings.

Task A11 – Post-Adoption Deliverables

Incorporate edits directed during Town Council public hearing and provide final digital versions in PDF and .docx format of the adopted Comprehensive Plan to the Town.

Project Deliverables:

1. Diagnostic matrix in digital (PDF) format.
2. Demographics punch list in digital (.xlsx) format.
3. Draft Comprehensive Plan in digital (PDF) format prior to staff work session #2.
4. Draft Comprehensive Plan and work session memo in digital (PDF) format prior to Pre-Adoption Work Session.
5. Draft Comprehensive Plan for public hearing in digital (PDF) format.
6. Adopted Comprehensive Plan in digital (PDF) and .docx format.

The following assumptions shall apply:

1. **Initiation:** The Town will provide up-to-date copies of the Comprehensive and other relevant material.
2. **Point of Contact:** The Town will designate a primary point of contact who will be responsible for coordinating communication, collecting and providing access to necessary information and resources, and reviewing or approving work products in a timely manner.
3. **Management / Staff Coordination:** If the project schedule is extended, or additional staff work sessions are needed beyond the scoped tasks above, then management and staff work sessions will be charged based on hourly rates for each Berkley Group staff by position unless a work order amendment occurs.
4. **Public Engagement:** This scope does not include any public engagement nor the preparation of materials for public engagement.
5. **Comments & Revisions:** Anticipated revisions are noted in the tasks above. Revisions associated with multiple reviews, multiple submissions of comments, or comments submitted without using a consolidated tracker or a streamlined platform will require a scope amendment and additional fee.
6. **Mapping:** This scope and budget do not include Berkley Group creating new maps. All maps will be coordinated by Town staff and created by another consultant for the Town. Berkley Group will incorporate maps as provided by the Town.
7. **External Legal Review:** This scope and budget do not include an external legal review. If desired, we have partners that can be added to this scope of work.
8. **Work Session Cancellations:** Work sessions cancelled with notice of less than five (5) business days will be counted toward the scoped work sessions, and the client will be charged for the preparation hours for the cancelled meeting. Multiple cancellations may result in charges beyond the work session fee, based on hourly rates for each staff by position unless a work order amendment occurs.
9. **Public Hearings:** The scope does not include Berkley Group's facilitation or presence at public hearings. This service may be selected as an optional item.

10. **Indirect Fee:** The indirect fees include display boards, meals, travel, and lodging associated with the scoped meetings. Costs for printed copies of reports or meeting materials are the responsibility of the Town and not included in the fee estimate.
11. **Completion:** If project completion is delayed beyond 60 days due to lack of client responsiveness, indecision, or failure to complete required tasks, Berkley Group reserves the right to consider the project substantially complete, issue final billing and close out the contract. Additional tasks may be completed under a new agreement or amendment by mutual agreement of both parties.

The following options are available for an additional fee:

Task B1 & B2 – Additional Work Session

Conduct additional virtual or in-person work session with either the Planning Commission or the Town Council. Berkley Group will provide meeting materials and facilitate the work session. Assumptions regarding cancellation applies.

Task B3 – Public Hearing Support

Support one (1) public hearing with either the Planning Commission or the Town Council for the adoption of the updated Comprehensive Plan. The Town will remain responsible for public notification requirements, meeting materials, and presentation of the Plan. Berkley Group will attend the public hearing in person and answer questions as needed.

Task B4 – Layout Overhaul

Create new layout and draft graphics to aid in the readability of the plan. Berkley Group will layout the plan in portrait orientation and incorporate 10-15 graphics including new tables, charts, and similar data visuals. Chapter and subheading topics will remain the same.

Task B5 – Department Interviews (up to 4)

Conduct four (4) department interviews to identify Comprehensive Plan text changes. One (1) Berkley Group staff will conduct interviews with up to four (4) departments. Each interview will last up to two (2) hours and will focus on review of relevant portions of the existing Comprehensive Plan text. All interviews will occur in person on the same day. Department staff will be expected to provide information and text for new studies, project completions, and strike-through of text that is no longer relevant in the Comprehensive Plan. Department staff will note desired text insertions during the meeting and refine prior to staff work session #2 for incorporation in the draft Comprehensive Plan.

II. SCHEDULE

Berkley Group proposes to perform the tasks included in this Work Order according to the schedule outlined below. This schedule is predicated on the assistance of locality staff in providing timely documentation, guidance, and scheduling of necessary meetings and work sessions. If the Town fails to provide internal review and/or information in a timely manner, requests additional review time, or reschedules meetings, this may result in unanticipated project or deliverable delays as Berkley Group accommodates existing project commitments and schedules. If this occurs, a new schedule will be provided.

| PROJECT TIMELINE | | | | | | | | | | | | |
|---|-----|------------------------------------|----------|-------|-------|-----|------|------|--------|-----------|---------|----------|
| Phase | # | Task Description | 2026 | | | | | | | | | |
| | | | February | March | April | May | June | July | August | September | October | November |
| Comp Plan Update | A1 | Project Management | | | | | | | | | | |
| | A2 | Project Kickoff (Virtual) | V | | | | | | | | | |
| | A3 | Document Review | | | | | | | | | | |
| | A4 | Staff Work Session #1 | | | V | | | | | | | |
| | A5 | Demographics & Existing Conditions | | | | | | | | | | |
| | A6 | Text Amendments | | | | | | | | | | |
| | A7 | Staff Work Session #2 | | | | | | V | | | | |
| | A8 | Layout & Design | | | | | | | | | | |
| | A9 | Pre-Adoption Work Session | | | | | | | X | | | |
| | A10 | Incorporate Final Revisions | | | | | | | | | | |
| | A11 | Post-Adoption Materials | | | | | | | | | | |
| X = Anticipated In-person Attendance; V = Virtual Attendance | | | | | | | | | | | | |



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III. FEE

The fee is developed based on the scope of work presented below and the minimum number of hours (by position) required to perform each task. The fee is fixed and will not increase unless there is a written, mutually agreed upon change to the scope of work. If additional services are desired, they can be provided for an additional fee. Payment will be made to Berkley Group, LLC and invoiced twice monthly.

| Phase | Task | Task Description | Total Cost |
|--|------|------------------------------------|---------------------|
| Comp Plan Update | A1 | Project Management | \$ 3,705.00 |
| | A2 | Project Kickoff (Virtual) | \$ 1,490.00 |
| | A3 | Document Review | \$ 1,220.00 |
| | A4 | Staff Work Session #1 | \$ 1,805.00 |
| | A5 | Demographics & Existing Conditions | \$ 12,120.00 |
| | A6 | Text Amendments | \$ 8,200.00 |
| | A7 | Staff Work Session #2 | \$ 1,805.00 |
| | A8 | Layout & Design | \$ 4,150.00 |
| | A9 | Pre-Adoption Work Session | \$ 3,525.00 |
| | A10 | Incorporate Final Revisions | \$ 3,560.00 |
| | A11 | Post-Adoption Deliverables | \$ 2,180.00 |
| Subtotal | | | \$ 43,760.00 |
| Non-direct expenses including, but not limited to, travel, printing, supplies, etc. (5% of project cost) | | | \$ 2,188.00 |
| TOTAL | | | \$ 45,948.00 |

| The following supplemental services may be employed for an additional fee: | | | TOTAL |
|--|----|-----------------------------------|-----------------|
| Optional Services | B1 | Additional Virtual Work Session | \$2,500/meeting |
| | B2 | Additional In Person Work Session | \$3,500/meeting |
| | B3 | Public Hearing Support | \$2,500/meeting |
| | B4 | Layout Overhaul | \$10,000 |
| | B5 | Department Interviews (up to 4) | \$4,500 |

If the work order is not signed and returned within 30 days, the proposed schedule and associated fee expires, and Berkley Group may propose a new schedule and fee

**AGREEMENT BETWEEN
BERKLEY GROUP, LLC AND
TOWN OF ROCKY MOUNT, VIRGINIA FOR
ON CALL CONSULTING SERVICES**

This Agreement entered into on this ____ day of _____, 20__ by and between Berkley Group, LLC, a limited liability company organized under the laws of the Commonwealth of Virginia, having offices at P.O. Box 181, Bridgewater, Virginia 22812 (Federal EIN # 273021021), and hereafter called "Berkley Group", and the Town of Rocky Mount, a political subdivision of the Commonwealth of Virginia, having its administrative office at 345 Donald Avenue, Rocky Mount, Virginia 24151, and hereafter called "the Client".

WITNESSETH:

WHEREAS, the Client desires to retain the services of the Berkley Group to perform on call consulting services, and

WHEREAS, Berkley Group desires to provide the Client with such services as authorized by the Client, and represents that it is organized and authorized to conduct business within the Commonwealth of Virginia;

WHEREAS, pursuant to Virginia Code Section 2.2-4304, Cooperative procurement, Any public body may participate in, sponsor, conduct, or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, the District of Columbia, or the U.S. General Services Administration, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. A public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was being conducted on behalf of other public bodies;

WHEREAS, the GEORGE WASHINGTON REGIONAL COMMISSION issued a request for proposals as a cooperative procurement for other public bodies for nonprofessional services, for which Berkley Group was awarded the contract;

WHEREAS, the Client desires to participate in said cooperative procurement agreement to obtain certain on call consulting services; and

NOW, THEREFORE, the parties do mutually agree as follows:

SECTION 1. STATEMENT/SCOPE OF WORK.

- A. Berkley Group will provide services to Client once issued individual Work Orders for each task assigned constituting the Scope of Services ("Scope of Services"/ "Services") as set forth in this Agreement.
- B. Berkley Group will use both its staff and independent contractors it engages (the "Subcontractors") to provide the Services to Client.

- C. Berkley Group and its Subcontractors are and shall remain independent contractors with respect to the Client in their provision of the Services under this Agreement.

SECTION 2. COMPENSATION, METHOD OF PAYMENT, TIME OF PERFORMANCE AND TERMINATION.

- A. **Compensation.** Client shall compensate Berkley Group for the Services performed based upon the terms described within the Fee Schedule plus an indirect cost rate for overhead as specified in each task order ("Compensation"). For interim staff assignments, the parties agree to increase the Compensation by three percent (3%) per cent on an annual basis to coincide with the Client's fiscal year.
- B. **Payment to the Berkley Group.** Client shall pay Berkley Group for the Services performed as set forth in the payment schedule for each Work Order. All invoices shall be due within thirty (30) days of the invoice date. Payments later than sixty (60) days shall be subject to a fifteen percent (15%) late charge fee.
- C. **Time of Performance.** Berkley Group shall commence performance of the Services on _____ and shall continue such performance through _____ ("Term"). The Term shall automatically renew each year for up to five (5) years and may thereafter be extended for additional periods by written agreement of the parties pursuant to Section 6 of this Agreement but shall remain subject to termination for non-appropriation of funding.
- D. **Termination for Convenience.** Either the Client or Berkley Group may terminate this Agreement at any time, by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before such effective date.
 - (1) In the event of termination, all finished and unfinished documents and other materials produced by Berkley Group specifically for the Client shall become the property of the Client.
 - (2) In the event of termination, Berkley Group shall be paid for the Services performed up to the effective date of termination. For any incomplete services, the Client will provide Berkley Group with compensation equivalent to 80% of the total executed Work Order value for the assigned task. Upon request, the Berkley Group will provide the Client with documentation of the Services performed up to the effective date of termination.
 - (3) Termination for non-appropriation of funds by the Client shall be made pursuant to this section.
- E. **Termination for Breach.** The Client or Berkley Group may terminate this Agreement for a material breach of the terms of this Agreement by giving written

notice to the other party of such termination specifying the effective date thereof, at least 15 days before such effective date. The notice shall set forth the nature of the breach of the Agreement.

- (1) In the event of termination of this Agreement by the Client pursuant to this Section 2.E., Berkley Group shall be paid for Services performed up to the effective date of such termination in accordance with the manner of performance set forth in the Agreement. If it is later determined by Berkley Group that Berkley Group had an excusable reason for not performing, such as natural disasters, pandemics, or other events that are beyond the control of Berkley Group, the parties may agree for the Berkley Group to continue to provide the Services under this Agreement.
- (2) After receipt of written notice from the Client setting forth the nature of such breach pursuant to this Section 2.E., Berkley Group may request, and the Client may agree, to provide Berkley Group time to remedy any breach or default to the satisfaction of Client. If the Client does not agree to allow Berkley Group to remedy the breach, Berkley Group shall have the right to immediately cease providing Services and receive Compensation earned for all Services rendered through the final date that the Services are rendered by Berkley Group.

SECTION 3. RESPONSIBILITIES OF THE BERKLEY GROUP.

- A. Berkley Group agrees to use the records and information gathered or otherwise used pursuant to this Agreement for the advancement of the interests of Client, and as further provided in Section 5.D. of this Agreement.
- B. Berkley Group will provide all services under this Agreement in a manner consistent with applicable laws, professional standards and its best efforts.
- C. Berkley Group, its staff and Subcontractors shall comply with Client's standards for acceptable workplace conduct and safety, and shall at all times conduct themselves in a professional manner.
- D. Berkley Group and its Subcontractors shall maintain commercial general liability insurance to cover their actions or omissions. Upon request, shall provide the Client with evidence of such insurance.
- E. Berkley Group shall perform in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry and the Berkley Group shall obtain all permits or permissions required to comply with such laws, rules or regulations.

SECTION 4. RESPONSIBILITIES OF THE CLIENT.

- A. Without charge to Berkley Group, Client agrees to provide all policies, information, communications, records, data, information and forms which are available to the Client and needed by Berkley Group in order to perform the Services, and not to include any confidential files or documents subject to confidentiality laws.
- B. The Client shall communicate any concerns about Berkley Group staff or Subcontractor performance to Berkley Group representative set forth in Section 5, unless otherwise specifically set forth within the Scope of Services.
- C. For interim or on-going staff assignments, the Client shall defend Berkley Group and its respective staff or Subcontractor in any legal proceedings by a third party arising out of the performance of duties on behalf of the Client.
- D. The Client agrees not to hire staff of Berkley Group as Client's own employee during the Term of this Agreement, and for six (6) months following termination of this Agreement.

SECTION 5. ADMINISTRATION OF THE AGREEMENT.

- A. All notices and communications with respect to the terms of this Agreement and the performance of the Services shall be through the Party Representatives. The Party Representatives are:

Client's representative shall be:

Name:

Title:

Phone Number:

email:

Berkley Group's representative shall be:

Andrew D. Williams

Chief Executive Officer

540-560-2202

drew@bgllc.net

- B. ***Incorporated Provisions.*** This Agreement shall be performed in accordance with the applicable, required contractual provisions set forth in the Client's purchasing or procurement regulations in effect at the time of this Agreement, including the Virginia Public Procurement Act, Va. Code §§ 2.2-4300, *et seq.*, ; Va. Code § 2.2-4310 and – 4311 (nondiscrimination); Va. Code § 2.2-4311.1 (immigration); and Va. Code § 2.2-4312 (drug free workplace), which provisions are incorporated herein by reference.
- C. ***Contractual.*** Disputes with respect to this Agreement shall be governed by Va. Code § 2.2-4363 and all similar provisions in Client's purchasing or procurement regulations.

D. Ownership and Status of Documents.

- (1) All documents prepared by Berkley Group specifically for the Client shall become the property of the Client upon completion of Services, or the earlier termination of this Agreement. Berkley Group shall have the right to retain appropriate copies of all such documents for its records upon client's approval, and to reuse any template documents which it prepared for the Client. All materials, including without limitation, documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (collectively referred to as the "Materials"), which are furnished to Berkley Group by Client or which are developed in the process of performing the Services, or embody or relate to the Services, are the property of Client, and shall be returned by Berkley Group to Client promptly at Client's request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason.
- (2) Records prepared by Berkley Group specifically for the Client shall be kept confidential by Berkley Group until released or approved for release by the Client. Berkley Group will cooperate with the Client in complying with the requirements of § 2.2-4342 VA Code Ann. and any requirements of the Virginia Freedom of Information Act applicable to such records.
- (3) Berkley Group shall maintain financial records, supporting documents, statistical records, and other records pertinent to this Agreement for three (3) years from the date of final payment, and make those records available to the Client upon written request.

SECTION 6. CHANGES TO AGREEMENT.

- A. Any modification or change to this Agreement must be set forth in a written Addendum to this Agreement and signed by authorized representatives of both parties.
- B. The parties hereto may, from time to time, propose changes in the attached Scope of services or in Berkley Group's performance requirements. Such changes must be mutually agreed upon by the parties in writing and signed by the authorized representatives of both parties.

SECTION 7. MISCELLANEOUS PROVISIONS.

- A. Protection of Confidential Information. Berkley Group agrees that at all times during or subsequent to the performance of the Services, Berkley Group will keep confidential and not divulge, communicate, or use Client's Information, except for the Berkley Group's own use during the Term of this Agreement to the extent necessary to perform the Services. Berkley Group further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files

containing, Client's Information from Client's principal place of business, without prior written approval of Client.

- B. Hold Harmless. Berkley Group hereby indemnifies and holds harmless the Client, its subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses, provided that such damages, claims, liabilities, costs, including reasonable attorney's fees, or losses, must be attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property which may in any way arise from the negligent acts, errors, or omissions of Berkley Group and its Subcontractors, and which arise out of Berkley Group's performance of its professional services under this Agreement, or any breach or alleged breach by Berkley Group of this Agreement, including the warranties set forth herein ("Loss"). Berkley Group's indemnification obligations under this clause shall not extend to claims or liabilities arising from the Client's negligence, gross negligence, willful misconduct, or breach of this Agreement. The parties agree that Berkley Group's indemnification obligations shall not exceed the monetary amount paid by the Client for Berkley Group's services rendered. The parties further agree that Berkley Group's obligation to indemnify any Loss under this Agreement shall not arise until liability for such Loss has been determined by a court of competent jurisdiction, or by mutual agreement of the parties. The obligations and rights of indemnification under this clause shall survive the termination or expiration of this Agreement.
- C. Taxes. The Client shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of Berkley Group or any other person consulted or employed by Berkley Group in performing Services under this Agreement. All such costs shall be Berkley Group's responsibility.
- D. Jurisdiction and Venue. This Agreement shall be construed pursuant to the laws of the Commonwealth of Virginia without regard to conflict of laws provisions. The parties agree to submit to the exclusive jurisdiction and venue of the Circuit Court of the County of Rockingham, Virginia, or the United States District Court, Western District, Harrisonburg Division, over any action, suit, or proceeding arising out of or relating to this Agreement, and the parties irrevocably submit to the jurisdiction of such courts for any such action, suit, or proceeding. Severability. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.
- E. Waiver. Any waiver of a default under this Agreement must be made in writing signed by the waiving Party and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

- F. Successors and Assigns. To the extent permitted by state law, Berkley Group may assign this Agreement to any subsidiary or corporate affiliate, or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of Employer. The Client may not assign this Agreement or any part hereof without the prior written consent of Berkley Group. Any purported assignment by the Client shall be null and void from the initial date of such purported assignment.
- G. Attorney's Fees. In the event any party initiates any proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs.
- H. Headings; Recitals. Headings of the sections and paragraphs of this Agreement are intended solely for convenience of the parties, and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph. The recitals of this Agreement are hereby incorporated into this Agreement as if restated herein.
- I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

{{ SIGNATURE PAGES TO FOLLOW }}

Berkley Group and Client hereby agree to the terms of this Agreement by signing below.

FOR TOWN OF ROCKY MOUNT, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA

Signature

Date: _____

FOR BERKLEY GROUP, LLC

Darren K. Coffey, Principal

Andrew D. Williams, CEO

Date: _____