

AGENDA

FRANKLIN CITY COUNCIL
MONDAY, FEBRUARY 26, 2018 – CITY HALL COUNCIL CHAMBERS – 207 W. SECOND AVE.

6:00 P.M.
WORK SESSION

Call To Order · · · · · MAYOR FRANK M. RABIL

WORKSESSION

A. Work Session – Council Top Priorities

Adjournment

7:00 P.M.
Regular Meeting

CALL TO ORDER · · · · · MAYOR FRANK M. RABIL
PLEASE TURN OFF CELL PHONES · · · · · MAYOR FRANK M. RABIL

PLEDGE OF ALLEGIANCE

CITIZENS' TIME

AMENDMENTS TO AGENDA

1. **CONSENT AGENDA**
 - A. Minutes: January 22, 2018 Regular Meeting & February 12, 2018 Regular Meeting
 - B. Resolution: Virginia School Board Appreciation Month
 - C. Resolution of Appreciation: Lee D. Copeland, Retirement
 - D. Departmental Reports: January, 2018 (Separate File)
2. **PUBLIC HEARINGS**
 - A. Charter Communications Cable Franchise Ordinance
 - B. Verizon Property Lease
3. **OLD/NEW BUSINESS**
 - A. Utility Billing Discussion (Continued from 2/20/18)
 - B. City Manager's Report
4. **COUNCIL/STAFF REPORTS ON BOARDS/COMMISSIONS**
5. **CLOSED SESSION** – (If Necessary)
6. **ADJOURNMENT**

UPCOMING ITEMS TO BE SCHEDULED

The items below are intended to be reflective, and not inclusive of all subjects staff is working on to bring forward to City Council in the next two months. Both the time lines and subject matter are subject to change and should not be considered final.

<u>SUBJECT</u>	<u>TENTATIVE TIME LINE</u>
Joint City Council/Southampton Board of Supervisors Meeting	6:00 p.m. – 2/28/18 @ PDCCC Workforce Development Center – 100 N. College Drive, Franklin, VA – Technology Theater
Joint Council/School Board Budget Work Session	March, 2018 @ 6:00 p.m. (Date & Location TBD)
Agencies & Organizations Budget Presentations to Council	6:00 p.m. – March 26, 2018 prior to Council Regular Meeting in Council Chambers
Council Budget Work Sessions Departmental Requests	6:00 p.m. – April 17th, 18th & 19th, 2018 @ Council Chambers

CONSENT AGENDA

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- B. Resolution: Virginia School Board Appreciation Month**
- C. Resolution of Appreciation: Lee D. Copeland, Retirement**
- D. Departmental Reports: January, 2018 (Separate File)**

The Franklin City Council held its regular meeting on Monday, January 22, 2018 at 7:00 p.m. in the Council Chambers at City Hall.

Council Members in Attendance: Mayor Frank Rabil, Barry Cheatham, Vice-Mayor; Bobby Cutchins, Mary Hilliard, Greg McLemore, Linwood Johnson and Benny Burgess (Councilman Johnson arrived during the Pledge of Allegiance).

Staff in Attendance: Randy Martin, City Manager; Taylor Williams, City Attorney; Mark Bly, Director of Power and Light; Russ Pace, Director of Public Works; Chief Phil Hardison, Franklin Police Department; Chief Vince Holt, Director of Emergency Services; and, Brenda Rickman, Commissioner of Revenue.

Members of Franklin Police Department in Attendance: Deputy Chief Bob Porti; Communications Manager, Bruce Edwards; Sergeant Halverson; Lieutenant Patrick Wilson; Detective Randall Bailey; Lieutenant Karl Boone; Captain Tim Whitt; Officer Brian Snow, Officer Anthony Sylvia; Joyce Clemons, Administrative Support; Karen Turner, Administrative Support; and Devon Murphy, Administrative Support.

Others in Attendance: Stephen Faleski, Tidewater News Reporter and Teresa Rose-McQuay; Administrative Assistant and Acting Secretary, Recording Minutes.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited by everyone in attendance.

SPECIAL RECOGNITION: Resolution Honoring Everett C. Williams, Jr.

Mayor Rabil recognized Vice-Mayor Barry Cheatham to read aloud the Resolution Honoring Mr. Everett C. Williams, Jr. who was appointed by the Governor of Virginia to serve on the Southeastern Public Service Authority (SPSA) for Franklin. Mr. Williams served on SPSA from January 1, 2010 through December 31, 2017. Vice-Mayor Cheatham made the motion to adopt the resolution as presented and Councilwoman Hilliard seconded it.

The motion was approved by a 7 – 0 vote.

Mayor Rabil thanked Mr. Williams for his service to the City of Franklin and presented him with the Resolution of Appreciation plaque. All the members of Council congratulated and thanked Mr. Williams for all he had accomplished in the time he served on the Southeastern Public Service Authority (SPSA).

Mr. Williams spoke briefly and thanked Council for all their support during his time on SPSA.

CITIZENS' TIME

Mr. Ronald McClenny of 901 Craig Dr., Suffolk, VA addressed Council publicly with a FOIA request concerning the Franklin City Police Department and the City Administration. Mr. McClenny distributed a copy of the FOIA request to all the members of Council, as well as, to the City Attorney and the City Manager.

Ms. Jennifer Bernocco of 604 N. High Street addressed Council about the proposed Derelict Property Ordinance. She asked that the Council to consider an alternate solution before passing the Derelict Property Ordinance. She stated that it would be better to fix properties and help the homeowners to improve their homes to increase the tax base of the City,

AMENDMENTS TO AGENDA

There were no amendments to the agenda.

Consent Agenda

Minutes: January 22, 2018 Called Meeting & Regular Meeting

Mayor Rabil asked if there were any questions or corrections to the January 11, 2018 Called & Regular meeting minutes. Hearing none he asked for a motion.

Vice-Mayor Cheatham made a motion to approve the minutes as presented and Councilman Johnson seconded the motion.

The motion was approved by a vote of 7 – 0.

Departmental Reports: December 2017

There were no questions or comments concerning the December 2017 departmental reports that were sent under separate file.

FINANCE

FY 2017 – 2018 City Budget Amendment # 2018 – 09

Mayor Rabil recognized Manager Martin to present the FY 2017 – 2018 City Budget Amendment # 2018 – 09. Manager Martin recommended that the budget be amended to:

- 1) Recognize additional revenues from the Virginia Land Conservation Foundation and the appropriate such revenue for the Riverview Walk Park;
- 2) Fund the additional repairs at the Charles Street Gym previously approved by Council;
- 3) Recognize additional revenues from the Franklin Southampton Charities to the Franklin & Hunterdale Fire Departments and to appropriate such revenue for new uses; and
- 4) Authorize the unused appropriations of funds remaining in the FY 16 – 17 Budget to complete School Projects per budget (QZAB carryover).

Mayor Rabil asked if there were any questions concerning the FY 2017 – 2018 City Budget Amendment # 2018 – 09, hearing none Councilman Burgess made the motion to approve it as presented. Councilwoman Hilliard seconded the motion.

The motion was approved by a 7 – 0 vote.

OLD/NEW BUSINESS

Police Department Annual Update

Manager Martin recognized Chief Hardison to give an annual update for the Franklin Police Department. Chief Hardison thanked Council for allowing him to present the 2017 annual report and asked that he be allowed to complete his presentation before asking any questions.

There was a total of 37,896 calls for service through the E-911 center for 2017. The breakdown is as follows:

- ❖ Calls for Service – 37,896
- ❖ Total Admin – 31,748
- ❖ 911- 6,148
- ❖ Police - 31, 223
- ❖ Station 1 Fire – 842
- ❖ Station 5 Fire - 158
- ❖ Station 5 Rescue – 121
- ❖ Power and Light – 122
- ❖ Public Works – 79

In the Communications department, the Chief reported progress on equipment upgrades as follows:

- ❖ Radio build-out is now about 95% complete
- ❖ Coverage and voice are improving as a result
- ❖ Still a need to replace the balance of the City-Wide System
- ❖ New Generator ordered on September 29, 2017
- ❖ New generator will run the entire building rather than just critical equipment
- ❖ Installation expected mid-January (This is expected now to take a little longer.)

The staffing status for the Communications department is as follows:

- ❖ Staffing currently at critical status
- ❖ Only (3) dispatchers on staff
- ❖ Currently contracting on a volunteer basis with Southampton Sheriff's Office
- ❖ Pay and healthcare costs are a significant issue
- ❖ Current pay \$6,000.00 less than City of Suffolk
- ❖ Next Academy not until April

Chief Hardison stated that the City of Franklin is no longer competitive in terms of entry level salaries with the surrounding localities and it is causing a problem with recruitment and retention.

In Uniform Patrol this is a list of accomplishments for 2017:

- ❖ Felony Arrest – 192
- ❖ Misdemeanor Arrest - 486
- ❖ Traffic Stops – 1,315
- ❖ Uniform Summons – 560
- ❖ Reports Written – 1,717

- ❖ Parking Violations – 65
- ❖ Accident Reports – 159
- ❖ Area Checks – 19,851
- ❖ Search Warrants – 33
- ❖ Overtime Hours – 5,657.56
- ❖ Mental Health Transports – 50+

The crime statistics breakdown for 2017 is as follows:

- ❖ Homicide – 1
- ❖ Abduction – 5
- ❖ Rape – 4
- ❖ Other Forcible Sex Offenses – 4
- ❖ Robbery – 12
- ❖ Aggravated Assault – 9
- ❖ Simple Assault – 174
- ❖ Arson - 3
- ❖ Burglary – 50
- ❖ Larceny - 223
- ❖ Larceny Vehicle Theft – 17
- ❖ Drug Offenses – 89
- ❖ Gunshot calls – 71
- ❖ Weapons Violations – 32
- ❖ Assault on Law Enforcement – 6

The 2017 accomplishments in the Detective Bureau are as follows:

- ❖ Felony / Misdemeanor Arrests – 141
- ❖ Search Warrants – 34
- ❖ Uniform Summons – 4
- ❖ Sexual Assaults – 8
- ❖ Suicides – 8
- ❖ Grand Jury Indictments – 209
- ❖ Overtime Hours – 1,907
- ❖ Concealed Weapons Permits issued – 87

Drug violations and seizures for 2017 were:

- ❖ Officers re-assigned to HSI Taskforce in 2016
- ❖ State Violations
- ❖ 35 - Charges for manufacturing or selling controlled substances
- ❖ 6 - Distribution of marijuana
- ❖ 4 – Possessions or use of a firearm
- ❖ 2 – Possessions of firearm by convicted felon

Federal violations were:

- ❖ 1 – Conspiracy to Distribute LSD
- ❖ 5 - Distribute LSD
- ❖ 1- Use of Firearm in drug trafficking crimes
- ❖ 1 – Felon in possession of firearm

Contraband and seizures were:

- ❖ Cocaine – 5,531 grams / Street Value \$825,350.00
- ❖ Heroin - 1,113 grams / Street Value \$222,600.00
- ❖ Marijuana – 3,952 grams / Street Value \$79,040.00
- ❖ Methamphetamine – 28.35 grams / Street Value \$2,268.00
- ❖ LSD - 150 Dosage Units / Street Value – 1,500.00
- ❖ Prescription Narcotics - Over 100 dosage units / Street Value \$2,000.00
- ❖ Firearms 8
- ❖ 500 rounds of ammunition
- ❖ Automobile seizures - 2
- ❖ U.S. Currency - \$250,632.50
- ❖ Total Street Value of all drugs seized – \$1,383,400.50

The narcotics detection K9 performance for 2017 was:

- ❖ Vehicle sniffs -15
- ❖ Parcels – 5
- ❖ Schools -5
- ❖ Ship Boardings – 5
- ❖ Shipping Containers - 5

K9 seizures:

- ❖ Cocaine – 46 grams / street value of \$6,900.00
- ❖ Heroin – 6 grams / street value of \$1,200.00
- ❖ U.S. Currency - \$13,000.00

Juvenile Criminal Offense Statics (Data from Virginia Department of Juvenile Justice) for 2017:

Felony Offenses:

- ❖ Robbery – 3
- ❖ Burglary -- 5
- ❖ Malicious Wounding – 1
- ❖ Grand Larceny – 8
- ❖ Unauthorized use of a vehicle – 1
- ❖ Armed Robbery – 1
- ❖ Forgery – 1
- ❖ Receive stolen Goods > \$200 – 1

Misdemeanor Offenses

- ❖ Weapon Violations – 5
- ❖ Domestic Assault – 4

- ❖ Simple Assault – 4
- ❖ Threaten School Employee – 1
- ❖ Petit Larceny – 2
- ❖ Vandalism/Destroy Property – 3
- ❖ Disorderly Conduct – 2
- ❖ Trespass -- 6
- ❖ Total – 46

Juvenile Crime -2016

Misdemeanor Offenses:

- ❖ Domestic Assault – 2
- ❖ Simple Assault – 1
- ❖ Petit Larceny – 5
- ❖ Vandalism/Destroy Property – 2
- ❖ Trespassing – 1
- ❖ Possess Alcoholic Beverage – 1
- ❖ Total – 15

Juvenile Crime - 2015

Felony Offenses

- ❖ Burglary – 8
- ❖ Grand Larceny – 1
- ❖ Receive Stolen Goods >\$200 – 1
- ❖ Elude Police – 1

Misdemeanor Offenses

- ❖ Weapons Offenses - 6
- ❖ Simple Assault – 1
- ❖ Obstruct Justice/Resist Arrest – 1
- ❖ Disorderly Conduct – 1
- ❖ Petit Larceny – 13
- ❖ Vandalism/Destroy Property – 2
- ❖ Trespassing – 1
- ❖ Total - 36

Animal Control stats for 2017:

- ❖ Calls for Service – 1322
- ❖ Animal Cruelty – 1
- ❖ Stray – 142 (dogs/cats)
- ❖ Bites -- 3
- ❖ Owner release – 125
- ❖ Euthanized -- 126
- ❖ Returned to owner – 39
- ❖ Died in shelter -- 7
- ❖ Uniform Summons – 8

Currently there are a total of 5 vacancies in police officers, 6 dispatchers and one part-time person in animal control.

Chief Hardison reported that we are losing people at an alarming rate.

- ❖ We have lost long term employees in Animal Control, Dispatch and Police due to lack of benefits and the extreme cost of health insurance. We are not able to compete with surrounding jurisdictions in the Hampton Roads Area in order to hire, train, and retain personnel.
- ❖ We are at a critical juncture, and without immediate intervention we need to look at the possibility of cutting critical public safety services.

Chief Hardison gave a detailed report and highlighted that all the departments within the City of Franklin are having problems with recruitment and retention. The City of Franklin is no longer competitive in salary or benefits and employees are leaving going to surrounding localities in search of better pay and benefits. Our health insurance rates are much higher than the surrounding localities and we are losing employees. He gave a breakdown of applicants over the last three years which shows a steady decline.

Chief Hardison stated that they are utilizing recruitment efforts in these forums:

- ❖ Attending job fairs
- ❖ Use of social media
- ❖ Virginia employment Commission Website
- ❖ Advertising on PoliceOne.com
- ❖ Franklin Police Department Web page/Facebook
- ❖ Advertising via local radio
- ❖ Virginia values veterans

These are the current Neighborhood Watch Groups in Franklin and they are very involved:

- ❖ Old Town Neighborhood Watch
- ❖ Berkley Neighborhood Watch
- ❖ Northwoods Neighborhood Watch
- ❖ Holliknoll Neighborhood Watch

After a very lengthy discussion with Council members and Chief Hardison, Mayor Rabil thanked Chief Hardison for the department's hard work and for presenting a thorough report.

Derelict Property Ordinance

Mayor Rabil recognized Mr. Bobby Tyler of 112 Queens Lane, who spoke to the Council about the derelict property proposed ordinance. Mr. Tyler stated that he feels that there are 3 viable options:

- 1) Leave the two-party rental properties in the derelict state; not allow any repairs, wait for them to become blighted and then tear them down. Incidentally, some of these properties may be historically significant.
- 2) Work with the property owners to find solutions that are economically feasible to rebuild them into single family units.
- 3) We change the ordinance to allow derelict two-family dwellings to be repaired and continue to serve as a safe, healthy housing resource.

Mr. Tyler stated that the bias against housing must be overcome to meet our housing needs in an environmentally, sustainable realistic manner.

Councilman McLemore thanked Mr. Tyler for his work with our Planning Department and the things he has contributed to our City to make it grow. Councilman McLemore commented on the King and Queens Lane projects and Beale Court Townhouses built by Mr. Tyler. Councilman McLemore stated that Mr. Tyler has done more than most people to help the City of Franklin grow and he asked that his comments be noted in the minutes.

Mayor Rabil recognized Mr. Tommy Council of 425 Bracey Street, who stated that he agrees with Mr. Tyler and supports his position. Mr. Council stated that he is in opposition to the proposed derelict property ordinance. He asked Council to look at the areas that would be impacted the most. He commented on saving structures that are historical. He asked that the City help property owners find funds or grants to repair their property.

Mayor Rabil stated that before any motions are made he would like for Council members to discuss the item to see what their thoughts are.

Councilman Burgess stated that he would like to see what results the incentives would produce before including the provisions on punishment. He also stated that we need policies in place that are going to help us grow. If there are policies in place that are no longer working, then we need to change them.

Councilman McLemore stated that he agreed with Councilman Burgess's comment about the incentives without punishment. He also commented that he would like to see the City of Franklin be friendlier to people who are willing to make investments in our community. Councilman McLemore commented that an unfair law is not a good law.

Councilman Johnson stated that he felt like some of the wording in the proposed ordinance needs to be rearranged. He stated that he did not feel that he has studied it enough and that he wanted Council to take their time in evaluating the ordinance before making any decisions. He also commented that we should be waiting for better times before looking at spending funds. He also stated that we need to research to find available programs at the federal and state levels that can help our citizens.

Councilman Cutchins stated that he was in complete agreement with Councilman Burgess' comments.

Councilwoman Hilliard stated that the Council talked about derelict properties several times with nothing being settled and she is afraid that it may happen again. She commented that not everyone will be happy with the wording of the ordinance.

Vice-Mayor Cheatham stated that he supported Councilman Burgess's comments; however, he does not think that the incentives are going to draw a lot of participation. He stated that the Planning Commission would be familiar with programs that could help as far as grants. He suggested that the language be added that it could not go beyond the value of the land. Vice-Mayor Cheatham shared that there was misunderstanding among the citizens concerning the difference between a derelict structure and blight and he feels that needs to be addressed.

Mayor Rabil reminded Council that the Planning Commission had put a recommendation in the Comprehensive Plan that was adopted by the City Council in 2015. He commented that the statute came directly of the state code book. Mayor Rabil stated that the Council does not want to tear down any building but have owners fix them and bring them up to code. He said he understood property owner's

rights but with ownership comes responsibility and accountability. Mayor Rabil supported Councilman Burgess's idea of taking out the punitive part of the derelict ordinance and see if anyone takes advantage of the incentive. He commented that he wanted to see things being fixed up here in Franklin.

A copy of a redraft without the punishment sections was distributed for information. This draft was prepared by the City Attorney based upon discussions and comments made at the previous meeting.

Mayor Rabil recommended that this revised version be brought back on the February 12, 2018 Council agenda to give time for Council to review the specifics of the revisions. Council agreed by consensus to this recommendation..

Charter Cable Franchise Discussion

Manager Martin stated that the Charter Cable Franchise agreement expired April 22, 2011. Manager Martin commented that due to changes in personnel and company merger plans over the years, consideration of an updated franchise was delayed. After Southampton County's agreement expired in late 2016; the Shared Services Committee encouraged the city and county staffs to consolidate efforts. The new municipal contact for Charter met with the Shared Services Committee early on and the partnership has resulted in a new draft agreement. The city and county staffs are recommending that the Council and Board of Supervisors schedule individual required public hearings on the proposed agreement on February 26th after which action can be considered. Other than required differences, the City and County agreements are very similar in form and substance. Manager Martin stated that they have been pleased with the Charter Government Liaison Eric Collins; who has helped address some local service related issues and has been most responsive to our requests. Mr. Collins is expected to be at the City and County public hearings on February 26th if we and the County can coordinate the timing of the hearings that evening. The recommended action is to schedule the required public hearing for the February 26th regular meeting. Manager Martin referred to Attorney Williams to comment further on this item.

Attorney Williams stated that cable franchise agreements are not as important as they once were. Compensation paid by cable companies could vary from agreement to agreement. All of that was taken out of the hands of the localities in 2007 when the federal legislation changed and the congress determined all compensation for cable service would be paid to the state and then it would be paid out from the state to the localities.

This proposed Franchise Agreement has nothing to do with compensation. The agreement gives Charter a non-exclusive franchise authorizing Charter to operate its business in the City. The City can grant other cable companies a franchise to operate in the City. The term of the franchise is 10 years with the possibility of a 5-year extension, for a total term of 15 years. Charter will have the right to operate its business in the City streets. The City will have access to 2 PEG channels and service to all City buildings will continue without charge.

Mayor Rabil asked if there were any questions or comments on the Charter Cable Franchise discussion.

Councilman Johnson asked if the Manager or City Attorney knew what the percentage of funds reimbursed to the City for Charter was and how it is determined.

Manager Martin stated that the formula is based on criteria dictated by the Federal government and the City has no input in it.

Councilman Burgess asked if we had a point of contact with Charter in the event we encountered problems we could call to get help.

Manager Martin stated that in the past we had concerns related to support but recently the City has been satisfied and agreed to evaluate whether the agreement satisfactorily addresses this.

Vice-Mayor Cheatham commented that the Charter service is showing improvement in the City of Franklin except for the Village at Woods Edge.

Mayor Rabil asked the attorney if action was needed to authorize the public hearing.

Attorney Williams stated that he would take care of advertising the Public Hearing for the February 26th City Council meeting based upon the consensus comments and no formal action was needed.

City Manager's Report

Mayor Rabil recognized Manager Martin to give the City Manager's Report. Manager Martin reported on the following items:

- 1) Consistent with Council's goals to improve communication with the School Board, the Mayor & the City Manager had a meeting on 01/16/18 with the School Board Chair and the Superintendent. One of the topics discussed was the scheduling of a specific date for the planned joint meeting of the School Board and City Council in February 2018. The tentative date selected is February 21, 2018 from 6:00 pm - 7:30 pm at the Franklin Business Center in the first-floor conference room. The space has been reserved, so if the Council members agree and the School Board members likewise agree, the meeting will be set, and planning will begin. Please check your calendars and advise at the meeting on your availability.
- 2) City Attorney Williams and Manager Martin recently met with the Hayden Project Officials for an update. They have completed activities authorized by their initial demolition permit and have now finalized plans for issuance of the building permit. The Community Development Department is coordinating the process with their architect. Public Works has been meeting with them regarding utility line improvements. Once utility plans are finalized, Manager Martin will report to Council on proposed improvements that they will undertake and on opportunities to enhance city water service in the vicinity and any potential partnering to coordinate utility improvements in and around S. P. Morton Elementary School and portions of Oak Street where some undersized lines currently exist.
- 3) The Verizon Tower lease discussion has been delayed until February to allow the City Attorney to complete legal review and discussions with Verizon legal counsel on specific terms and allow for advertising of a required public hearing notice that the city is considering a long-term lease of city property.
- 4) The Parks & Recreation report is scheduled for the February 12th meeting. Some community partners will hopefully be in attendance as well to join in the discussion as a carryover from the last Council meeting discussion on youth opportunities specifically for teens.

- 5) The City's agreement was submitted to the state before the deadline for COVA Local Option Health Plan participation. No word has been received yet on whether the minimum participation requirements were met which would ensure the plans availability for FY 2018 – 2019.
- 6) Manager Martin commented on the updated Council Priorities template which correlates with the previously adopted Council priorities. He reminded Council that this is a work in progress; updates and further refinements will be made. This version is revised to reflect previous suggestions for improvement. As for next steps, the Council wants to review and have follow-up discussions in a work session format particularly on designating top priorities for focus as we embark on another budget session.
- 7) Steve Wampler of Wampler Eanes will be at the February 26th meeting to present information on the 2018 General Reassessment currently underway. Commissioner of Revenue Brenda Rickman will be present to update Council and introduce Mr. Wampler.
- 8) Reminder: February 1, 2018 deadline for submission of state required Conflict of Interest Statements.

Mayor Rabil asked Manager Martin to poll the Council to pick a date for a work session to go over the progress of the current Council priorities and determine the next steps for things that need to be addressed.

There were no further questions or discussion concerning the City Manager's report.

COUNCIL/STAFF REPORTS ON BOARDS & COMMISSIONS

Vice-Mayor Cheatham reported on the Western Tidewater Regional Jail meeting that was held on Wednesday, January 10, 2018. Vice-Mayor Cheatham reported that 15% of the population is from Franklin. He stated that it has been steady at 15% for the last 3 years. The budget of the jail is in good shape regarding income versus expenditures. He mentioned a contract being instituted with phone services to allow inmates to skype to help alleviate congestion in the lobby and parking areas from having many visitors trying to see inmates. He also reported about the ongoing efforts on addressing the mental health needs of the inmates.

Councilman Johnson followed Vice-Mayor Cheatham's report by expounding more on the new process of the skype function at the jail to minimize issues surrounding the visitation process. This new service will be more cost effective by freeing up guards who currently must provide crowd control during the different times of visitation.

Councilman Burgess stated that they had not had a meeting for the Franklin Business Center, but he shared an update he received via email that the occupancy rate has fallen to 63% because they lost a couple of tenants due to failure to pay. He reported that the staff of the Business Center is working diligently to fill these vacancies.

Attorney Williams reported on the upcoming SPSA meeting on the 25th of January. He commented that it will be the first meeting of the new Franklin gubernatorial appointee, Ms. Cheryl Raulston. He also reported on the January 24, 2018 deadline for the end of the current use and support agreement. He stated

that tipping fees will be lower going forward. It was stated by a couple of Council members that this will be the first time that all the entities involved would be paying their fair share into the SPSA organization.

There was no Closed Session meeting held at this meeting.

Adjournment

Vice-Mayor Cheatham made a motion to adjourn the meeting which was seconded by Councilman Johnson.

The motion was approved by a 7 – 0 vote.

Mayor Rabil declared the meeting adjourned at 9:15 p.m.

These Minutes for the January 22, 2018 City Council Regular Meeting were adopted on the 12th day of February 2018.

Mayor

Clerk to City Council

The Franklin City Council held its regular meeting on Monday, February 12, 2018 at 7:00 p.m. in the Council Chambers at City Hall.

Council Members in Attendance: Mayor Frank Rabil, Barry Cheatham, Vice-Mayor; Bobby Cutchins, Mary Hilliard, Greg McLemore, Linwood Johnson and Benny Burgess.

Staff in Attendance: Randy Martin, City Manager; Taylor Williams, City Attorney; Mark Bly, Director of Power and Light; Frank Davis, Interim Director of Parks and Recreation; Chief Phil Hardison, Franklin Police Department; Chief Vince Holt, Director of Emergency Services; Brenda Rickman, Commissioner of Revenue and Dinah Babb, Treasurer.

Others in Attendance: Officer Marissa Foster, Franklin Police Department; Dan Howe, Executive Director of Downtown Franklin Association; Amanda Jarratt, President and CEO of Franklin Southampton Economic Development, Inc.; Stephen Faleski, Tidewater News Reporter; Sammara Greene-Bailey, Program Specialist/Admin., Department of Parks and Recreation; Clay Hyatt, Athletic Specialist, Department of Parks and Recreation; and Teresa Rose-McQuay; Administrative Assistant and Acting Secretary, Recording Minutes.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited by everyone in attendance.

Electric Usage & Billing Update

Mayor Rabil informed citizens that he was going to deviate slightly and recognized City Manager Martin to give an update on the current situation with the electric usage and billing rather than defer the report to later in the agenda.

Manager Martin stated that based upon input from concerned electric utility customers, members of Council and City staff, he recommended immediate action to address concerns about elevated utility bill resulting from the highest period of usage for electricity in modern history for the City's Power & Light Department. The elevated usage is a direct result of what has been referred to as an "arctic blast" of extended record low temperatures during the most recent utility billing period. Given the severity of the increase that resulted, Manager Martin stated it is justified to deviate from the standard policies of the City in this extraordinary instance. He also stated that it was noteworthy to mention that the City's Public Works Department has advised of a significant increase in the number of customers reporting leaks and frozen pipes bursting during this "arctic blast" event which resulted in associated increases in utility bills.

Manager Martin stated that in response to the elevated billings and the expected customer hardship; he proposed that the Council authorize the City Administration to offer a payment plan to customers in good standing who indicate they cannot pay the full amount this month. The customers would have the opportunity to pay the elevated portion of the current bill over a three-month billing period.

Manager Martin gave the example of a customer paid \$300 for their December bill but the January bill is \$700; then the customer would pay \$300 on the new bill and the remaining \$400 would be spread over the next 3-month billing period. During that three-month period the customer would not be paying any

penalties, provided that the bills are paid according to the arrangements and remain in good standing. Manager Martin informed Council that he needed their authorization to implement this payment option.

Manager Martin shared with the citizens that he felt it only fair to inform them of his recommendation before they spoke at Citizens' Time. Mayor Rabil opened the floor for Citizens' Time and commented that due to the large number of citizens that signed up to speak, they would be given three minutes each to speak.

CITIZENS' TIME

Mr. Thomas Councill, Jr. of 425 Bracey Street addressed the Council on several issues which included: prayer in Council meetings, thermal blankets he is passing out to homeless people, longer extensions for light bills and issues regarding Parks and Recreation. He handed a paper to Attorney Williams for distribution to the Council members.

Mr. William Denson of 769 Oak Street addressed Council about Power & Light employees coming on his property to change out his meter when there was nothing wrong with the one he had. Mr. Denson said that he does not want any city employees on his property.

Wayne Hart of 710 Pretlow Street addressed Council on the utility bill situation and reminded Council that this is not the first time this has happened. Mr. Hart asked Council to consider what can be done to help the citizens of Franklin.

Mr. William McKinley of 1221 South Street addressed Council and asked why his Mother's utility bill went from \$530 last month to \$930 this month.

Mr. Derek Ayers of 101 Southampton Road addressed Council about cost sharing. Mr. Ayers commented that he did not receive a bill from July, 2017 to December, 2017. He also commented on helping citizens who are on fixed incomes.

Ms. Carolyn Davis of 310 Pearl Street withdrew from speaking.

Mr. Greg McLemore of 204 Madison Street addressed Council on numerous topics concerning the utility bills. He echoed the sentiment of the citizens of Franklin by agreeing that the utility bills are outrageous. He made comments concerning the city not managing funds responsibly and stated that the city needs to reach in their pocket and help the citizens.

Ms. Cassandra Clark of 507 Pretlow Street declined to speak stating that Mr. McLemore said it all.

Ms. Amanda Manley of 402 Madison Street addressed Council with her concern of the increased utility bill and the ability for citizens on fixed incomes to pay.

Mr. Lawrence Wallace of 510 N. High Street addressed Council and asked at what point the leadership of the City would step in to correct the issues concerning the utility bill situation in the City of Franklin.

Mr. Roosevelt Johnson of 1232 Mariner Street addressed Council on the utility bill crisis and asked for a solution before the next utility bill is received; as well as, wanting to know about his deposit.

Ms. Gay Porter of 600 B North High Street addressed Council on the high utility bills and commented that she had recently moved to the City of Franklin.

Ms. Theresa Murphy of 29166 Delaware Street addressed Council on her utility bill stating that the home was vacant from November through January because she was in the hospital. She questioned why her bill was \$300.

Ms. Patricia Abrams of 716 Charles Street addressed Council stating that she was being evicted due to paying a utility bill. She stated that because she paid the utility bill she did not have enough money to pay her rent.

Denean Powell of 303 Barrett Street withdrew from speaking to allow her husband to speak on their behalf. Elder Phillip Powel, Jr. stated that if Council could not do something to address the utility bill concerns adequately then you need to step down from your seats.

Ms. Claressa Strawn of 31077 Cardinal Lane left before she was called to speak.

Mr. George Reid of 701 Pretlow Street addressed Council about the credit received from Dominion and why the city is not giving that back to the citizens.

Mr. James Bowers of 1313 Virginia Street addressed Council because the excess on his bill was not the electric but the water & sewer. He stated that he has not seen a leak so there is not one. Mr. Bowers asked when the citizens are going to get some help.

Mr. Greg Scott of 125 South College Drive; CEO of the Cover 3 Foundation, asked Council to do all they can to help the citizens of the City of Franklin. He is from Franklin and he wants to see this city prosper and grow.

AMENDMENTS TO AGENDA

Councilman Johnson made a motion to amend the agenda to discuss the electric billing situation after the consent agenda. Councilman McLemore seconded the motion.

The motion was approved by a 7 – 0 vote.

The Mayor placed the Electric Utility Billing Discussion as item B under the Consent Agenda .

CONSENT AGENDA

Minutes: January 26, 2018 Regular Meeting

Mayor Rabil asked if there were any questions or corrections to the January 26, 2018 Regular meeting minutes. Councilman McLemore stated that he would like to see more of his statements concerning the Police Department Annual Update. Mayor Rabil reminded the members of Council that the minutes are not verbatim. It has been discussed at several meetings that if a Council person wishes something specific to be included in the minutes they need to state that. Mayor Rabil requested that Councilman McLemore get with the City Manager on the desired additions to the minutes of January 26, 2018.

Mayor Rabil suggested tabling of the minutes from the January 26, 2018 meeting to the next agenda for action.

Electric Utility Billing Discussion

After reviewing the citizen comments, the Council had a discussion about the Utility Bill situation. There was a very spirited discussion and some of the Council members made suggestions including credits to bills, budget payment plan options, extended payment options in the short term, etc.

Councilman Johnson requested that Council meet to discuss possible solutions before the next Council meeting.

Councilman McLemore suggested comparing the new bill to the December, 2016 bill and having the citizens pay that + 15% and forgive the rest of the balance no matter what the cost.

Councilmen Burgess and Vice-Mayor Cheatham discussed Manager Martin's suggestion and commented it would be better to spread the payments of the overage over a four month period once the customer's had paid the same amount as they did in December.

Mayor Rabil agreed that the Council needed to meet for a continued discussion. The consensus of Council was to get together for a work session on utility billing before the February 26th Regular meeting to further discuss the matter.

Manager Martin reiterated his request that the Council further consider his recommendation for immediate action to provide customer relief on the payment schedule.

After a lengthy discussion, a motion was made by Councilman Johnson not to cut off anyone's electricity that is due for the current billing period through the next two weeks and Councilman McLemore seconded the motion.

The motion was approved by a 7 – 0 vote.

After further discussion, Councilman Burgess made the motion that customers pay last month's bill amount with any excess amount spread over the next four months and any adjustments that the Council approves applied to that excess bill amount. Vice-Mayor Cheatham seconded.

The motion was approved with the vote as follows:

Councilman Johnson, AYE; Councilman Cutchins, AYE; Councilwoman Hilliard, AYE; Vice-Mayor Cheatham, AYE; Councilman McLemore, NAY; Councilman Burgess, AYE; and Mayor Rabil, AYE.

FINANCE

Financial Report: December, 2017

General Fund

Manager Martin presented the highlights of the December, 2017 Financial Report. Manager Martin stated that this financial report reflects six months of revenue and, expenditure in most cases.

Revenue Highlights

Overall General Property Taxes collected in the amount of \$4.4 million are up from FY 17 collections of \$4.33 million.

- **Current Real Estate taxes** of \$2.65 million are at 48.8% of the budget and .96% higher than the prior year period.
- **Delinquent RE taxes** of \$183,000 are at 83.3% of budget and 17.45% higher than prior year period collections of \$156,000.
- **Current Personal Property taxes** of \$1.39 million are at 89.4% of budget and .48% higher than the prior year period collections of \$1.38 million.
- **Delinquent Personal Property taxes** of \$32,000 are at 71.6% of budget and 47% higher than prior year period collections of \$21,900.
- **Penalties and Interest** of \$57,900 are 44.6% of budget and 1.01% higher than prior year period collections of \$57,300.
- **Public Service Corporation taxes** are \$87,000 or 108.9% of budget.

Local Tax Revenue realized is 45.9% of Budget.

- Local Sales & Use taxes collected are \$849,197 or 45.3% of the budget.
- Cigarette Taxes collected are \$145,437 or 44.1% of the budget.
- Meals Taxes collected are \$679,357 or 47.2% of the budget.
- Lodging Taxes collected are \$58,882 or 45.3%.

Six months into the fiscal year, local sales & use taxes and cigarette taxes are not expected to meet targeted projections. The net projected deficit of all Local Tax Revenue sources is \$307,256 at this time based upon projections.

Revenue Summary

General Fund revenue at the end of the period totaled \$10.33 million and represented 48.8% of budget; when compared to the prior year period of \$10.28 million, this is a \$43,029 increase.

General Fund expenditures at the end of the period totaled \$6.92 million and represented 41.6% of the total budget; when compared to the prior year period of \$6.87 million, this is a \$46,169 increase.

Enterprise Funds

Airport Fund

Revenue: Fuel sales and airport rental fees are above target with 56% of budget realized.

Expenditures: Expenditures in the fund are below target with 47% of budget expended (net of capital outlay and transfers).

Cash balance in the Airport Fund \$130,902.

Water & Sewer Fund

- Revenue Analysis
 - Revenue from the sale of water and sewer service charges of \$1.8 million at the end of the period is on target at 52% of budget. Sale of water and sewer service charges is slightly lower than prior year by \$8,000 and \$22,000, respectively.
- Expenditure Analysis
 - Expenditures in the fund are \$765,000 and tracking \$24,000 lower than the prior year (net of capital outlay, debt service and transfer); expenditures in the current year for the water and sewer divisions are slightly higher than the prior year while expenditures associated with the waste water treatment plant are less.
- Cash Balance
 - The cash balance in the Fund at the end of the month is \$1.82 million up from the \$1.71 million reported last month and 6.45% more than the \$1.7 million reflected in the prior year period.

Solid Waste Fund

- Revenue Analysis
 - Revenue for the Solid Waste Fund is slightly below target with revenue at \$659,000 or 49.3% and is comparable to the prior year period collections of \$647,000.
- Expenditure Analysis
 - Expenditures in the funds at \$382,000 are below target with 42.97% of budget expended (net of capital outlay, debt service and transfers).
- Cash Balance
 - The cash balance in the Fund at the end of the month is \$257,988.

Electric Fund

- Revenue Analysis
 - Revenue in the Electric Fund from energy sales of \$7.68 million is slightly below target at 49.75% of budget.
- Expenditure Analysis
 - Expenditures in the Electric Fund associated with the sale of energy for 6 months of the fiscal year will be at \$5.07 million and will be below budget at 40.01% of the total budget (net of capital outlay, debt service and transfers). This is substantially lower than the prior year period of \$5.76 million primarily due to the VMEA Transmission Peak Shaving True-Up credit in September 2017 of \$544,000.
- Cash Balance
 - The cash balance in the Electric Fund is \$2,165,716, which is an increase of \$733,987 from the prior month period.
- Policy Evaluation
 - Cash is above the minimum policy guideline of \$1.494 million by \$671,000.

Mayor Rabil asked if there were any questions or comments concerning the December, 2017 Financial Report. Hearing none, Mayor Rabil moved on to the next item on the agenda.

FY 2017 – 2018 City Budget Amendment # 2018 – 10

Manager Martin presented the FY 2017 – 2018 City Budget Amendment # 2018 -10 for adoption. The request is for the City Council to approve amending the FY 2017 – 2018 City Budget to:

1. carry forward unspent appropriation for drainage projects;
2. appropriate funding to Public Works & Water & Sewer department for reimbursing expenses related to the new park;
3. reallocate budget for software maintenance contracts to correct departments;
4. utilize lapsed salaries and benefits on a one-time basis for professional services;
5. appropriate funding for custodian's salary & benefits that was assigned to Armory;
6. appropriate funding for increased costs associated with juvenile detention & group home services;
7. fund capital project fund balance deficit per audit dated June 30, 2017-originally approved by Council for June 28, 2016 for \$456,885;
8. recognize additional revenues from the Obici Healthcare Foundation to the Smart Beginnings agency and to appropriate such revenue for new uses;
9. recognize additional revenues from the Camp Family Foundation to the Franklin Fire & Rescue Department, Franklin Police Department & the Hunterdale Fire Department and to appropriate such revenue for new uses; and
10. Transfer appropriations within the Water and Sewer Fund to purchase a trailer.

Mayor Rabil asked if there were any questions or comments concerning the FY 2017 – 2018 City Budget Amendment # 2018 – 10. Hearing none, he asked for a motion. Vice –Mayor Cheatham made the motion to approve FY 2017 – 2018 City Budget Amendment # 2018 – 10. Councilman Johnson seconded the motion.

The motion was approved by a 7 – 0 vote.

FY 2018 – 2019 Tentative Budget Calendar

Manager Manager advised Council that the tentative budget calendar is included in the agenda package for council consideration. He noted that there are a couple of dates related to the School Budget that have not yet been determined, but Manager Martin recommended Council approve the calendar with updates to follow when these dates are finalized.

Manager Martin advised Council that this calendar closely mirrors the FY 2017 – 2018 calendar which allowed Council to honor the School Division request for earlier notification than in prior years.

Vice-Mayor Cheatham made the motion to adopt the FY 2018 – 2019 Tentative Budget Calendar as recommended and Councilman Johnson seconded the motion.

The motion was approved by a 7 – 0 vote.

OLD/NEW BUSINESS**Derelict Property Ordinance Revised**

Mayor Rabil advised Council that the proposed revisions to the Derelict Structure Ordinance have been brought back to Council for action. He asked if there were any questions or comments from Council on the agenda item.

Councilman Johnson stated that since the city already has an ordinance based on section 6.1 dealing with unsafe property he feels that this ordinance would be an overregulation for owners, homeowners and developers. Councilman Johnson stated that he did not feel it is necessary when you already have a tool that is working properly for us.

Mayor Rabil stated that the punitive part of the ordinance had been taken out and it was recommended as part of the Comprehensive Plan. Mayor Rabil said that this is intended for use to incentivize these properties as another tool in the kit to clean up our properties.

Councilman McLemore asked the Mayor to explain what is going to happen with the boarded up property on Second Avenue for the landlord.

Mayor Rabil stated that this ordinance would offer an incentive to fix up the property. Mayor Rabil stated that the city does not desire to tear down any properties. He stated that the State has the same ordinance in the code but this ordinance is specifically for the City of Franklin.

Vice-Mayor Cheatham made the motion to approve the Derelict Property Ordinance # 2018 – 01 with the revisions drafted by City Attorney Williams. Councilwoman Hilliard seconded the motion.

Mayor Rabil asked if there was any further discussion.

Councilman Johnson feels that is an overregulation of the existing ordinance section 6.1 and he wants his objection noted.

Mayor Rabil thanked Attorney Williams for his work on the revision of this ordinance.

Councilman McLemore commented that because of the opposition that was expressed by the landlords and owners; he did not feel that this was needed if it is only another tool in the tool box as stated by the Community Development Director.

Vice-Mayor Cheatham stated that the opposition was based on the punitive implications not the incentive portion. That is why the revision was made to take out the punitive portion and those interested parties were all for the incentives.

The motion was approved with the vote as follows:

Councilman Johnson, NAY; Councilman Cutchins, AYE; Councilwoman Hilliard, AYE; Vice-Mayor Cheatham, AYE; Councilman McLemore, NAY; Councilman Burgess, AYE; and, Mayor Rabil, AYE.

Parks & Recreation Department Annual Update

Mayor Rabil recognized Manager Martin who introduced Interim Director Frank Davis of the Parks and Recreation Department to provide Council with the annual update for that department.

Mr. Davis thanked Council and introduced the members of the Parks and Recreation Department staff which are: Ms. Sammara Green-Bailey, Program Specialist; and, Mr. Clay Hyatt, Athletic Program Specialist. Mr. Davis also talked about the past positions that are vacant in the department.

Mr. Davis stated that the Franklin Department of Parks and Recreation are members of the professional organization of the Virginia Recreation & Park Society; which is an affiliate of the National Recreation & Park Association. This organization is responsible for all the training of recreation professionals in all areas of parks and recreation.

Mr. Davis shared the hours of operation for the department offices and facilities at the King Center which are: Monday – Friday – 8:30 a.m. to 8:00 p.m. and Saturday from 10 a.m. to 3:00 p.m. Mr. Davis also mentioned the various community groups that hold meetings at the Martin Luther King, Jr. center.

Mr. Davis gave a thorough presentation on the numerous programs offered by the department, as well as, the different organizations that they also partner with. Mr. Davis showed pictures of participants that visit the center, what they do at the center and the places they go on field trips.

Mr. Davis informed Council that he submitted an article on the recent Armory Park Playground build and it has been published in the current issue of the Virginia Parks and Recreation magazine.

Councilman McLemore commended Mr. Davis for coming out of retirement to assist the Parks & Recreation Department. Mr. Davis stated that the thanks belong to the staff and volunteers who help in the programs. Mr. Davis stated that the cosponsors of the various programs that they partner with help out tremendously as well. Mr. Davis stated that the Parks & Recreation Department is doing well.

Councilman Johnson also thanked Mr. Davis for his service and applauded the department.

Everyone in attendance applauded.

Youth Activity Opportunities Discussion

Mayor Rabil opened the floor to discuss the Youth Activity Opportunities in the City of Franklin.

Ms. Sammara Green-Bailey informed Council of the Activity of the Week offered by the Parks & Recreation Department. She commented that the activity varies from week to week but it does draw a number of youth in the community because they give prizes to the winners. Ms. Green-Bailey also thanked the volunteers for all their hard work and added that they need more volunteers to help at the center.

Mrs. Mona Murphy of 608 Walnut Street asked Mr. Davis if the City of Franklin would be able to offer the engineer program that was sponsored by the Stop Organization again this year.

Mr. Davis stated that Stop brought that program to our community last year free of charge but they have it in other localities but there is a fee.

Councilman Johnson asked Mr. Davis what it would take to mirror a program like the Office on Youth in Surry County.

Mr. Davis stated that it would take funding and hiring a Director who is familiar with the program and is willing to hit the ground running.

Councilman McLemore asked Mr. Davis if he was familiar with the Recreation Master Plan, were we at a deficit for not having it updated and would he encourage having it updated.

Mr. Davis stated that we are not at a deficit by not having it updated but the Department of Parks and Recreation will be working with HRPDC on a new master plan, which is supposed to be done in 2019. Mr. Davis stated that it would be good to have it updated since it was adopted several years ago.

Mr. Thomas Council of 425 Bracey Street commented on offering a variety of other types of programs that he felt would improve the Parks and Recreation department offerings.

Mayor Rabil thanked everyone that participated in the discussion. Mayor Rabil thanked the volunteers, staff and organizations that are looking into options for the age groups between 14 and 19. He stated that there are a lot of good things going on in the community and when they are working on the upcoming budget to take into consideration factors to help in this area as well. He acknowledged the efforts of the committee of citizens doing a plan to partner with the Schools and Parks & Recreation to offer a 14 – 18 age group basketball program this year.

City Manager's Report

Manager Martin reminded Council of the joint meeting of the City Council and School Board for February 21st at 6:00 p.m. at the Franklin Business Center in the first floor conference room.

Manager Martin also reminded Council of the work session schedules for 6:00 p.m. preceding the February 26th Regular Council meeting in the City Council chambers conference room to discuss identifying the Council top priorities from the list of goals that were previously distributed.

Manager Martin also informed Council of the Utility Asset Valuation and Rate Study committee meeting held recently and reviewed the latest documents concerning the study. Manager Martin stated that he would be forwarding copies of that information shortly to the Council for review. The committee will be meeting on February 28th to discuss the recommendation with both the City Council and the Southampton County Board of Supervisors at the Paul D. Camp Community College Workforce Development Center. Manager Martin deferred to Councilman Burgess to add any comments he had concerning the Utility Asset Valuation and Rate Study since he represents Council on the committee.

Councilman Burgess stated that the committee has tasked both the City Manager and County Administrator to develop a timeline for the remainder of the project.

Manager Martin enclosed the Virginia Department of Elections calendar for the May 1, 2018 Council and Special Elections which includes the City Council election. The seats up for election are Mayor (At Large) and Wards 3, 5, and 6.

Manager Martin also received formal notification that the COVA Local health insurance plan that the Council authorized City participation in will not be an available option to the city. The participation commitments received did not meet the minimum established thresholds to offer the plan in FY 2018 – 2019. Manager Martin has a meeting to discuss plan renewal with The Local Choice representative and will report back to Council with a recommendation on plan renewal options. He expects to finalize that report in March to report back to the Council.

Manager Martin stated that due to the length of the meeting, this was all he would report on at this time. The City Manager's report is included in the agenda package in its entirety.

COUNCIL/STAFF REPORTS ON BOARDS AND COMMISSIONS

Councilman Johnson reported on a meeting he attended with the State legislative committee. He reported that they have legalized marijuana for medical purposes only in the state of Virginia.

Mayor Rabil thanked everyone for their patience in allowing the Council to discuss the concerns and listen to citizens concerning the electric utility situation. He also thanked all the staff and citizens that waited patiently for the conclusion of the meeting.

Closed Session

Councilman Burgess made the motion for the Franklin City Council to meet in Closed Session to discuss appointments to boards, and to discuss a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community pursuant to Virginia Code Section 2.2 – 3711 (A) (1) & (5). Councilwoman Hilliard seconded the motion.

The motion was approved by a 7 – 0 vote.

The Council entered into closed session at 10:22 p.m.

Mayor Rabil reconvened the open session at 10:47 p.m. and asked for a motion certifying the closed session.

Councilman Burgess made a motion certifying that the only matters discussed during the closed session were those lawfully exempted from open meeting requirements and identified in the motion by which the closed session was convened. The motion was seconded by Vice-Mayor Cheatham.

The motion was approved by a 7 – 0 vote.

Action #1

Councilman Burgess made a motion to reappoint Gwendolyn Wilson as the city's representative on the Western Tidewater Community Services Board for a 3 year term ending on December 31, 2020 and appoint Ms. Mary Patricia Bills of Latch Key Projects, LLC as the private provider representative for the City on the Community Policy and Management Team (CPMT) to replace Mr. Elliott Faircloth, Jr. who was appointed in September, 2016. Vice-Mayor Cheatham seconded the motion.

The motion was approved by a 7 – 0 vote.

Councilman McLemore exited the meeting at this time.

Called Meeting for Work Session:

Before adjourning the meeting, the Mayor suggested Council give the Manager dates for a work session on the utility billing as earlier discussed. The Council members agreed by consensus to meet on Tuesday, February 20, 2018 at 6:00 p.m. in the Council Chambers to hold a work session on the utility billing concerns. The City Manager agreed to notice the meeting and prepare a report with relevant background information for the Council.

Adjournment

Councilwoman Hilliard made a motion to adjourn the meeting which was seconded by Councilman Burgess.

The motion was approved by a 6 – 0 vote (Councilman McLemore absent).

Mayor Rabil declared the meeting adjourned at 10:51 p.m.

These Minutes for the February 12, 2018 City Council Regular Meeting were adopted on the 26th day of February, 2018.

Mayor

Clerk to City Council



**City of Franklin School Board Appreciation Month
February 2018**

Whereas, the education of Virginia's school-aged children is the foundation upon which the economic, social and intellectual capital of our state is built; and

Whereas, locally elected and appointed school boards play an important and vital role in a representative democracy, and decisions made by local boards of education directly influence instruction in Virginia's public schools; and

Whereas, these decisions affect the present and future lives of children, and also set direction to prepare all students to be competitive in a local, state, national and global 21st Century knowledge economy; and

Whereas, local school board members work with parents, businesses, education professionals and other community members to create the educational vision we want for our students; and

Whereas, this year's theme - *Advancing Opportunities for All* - reflects the top priority of local school board members as they advocate for public education with local, state, and federal leaders; and

Whereas, School Board Appreciation Month provides an opportunity to build stronger relationships between the thousands of Virginians who champion the mission of public education and school board members;

Now, therefore be it Resolved, that the Franklin City Council recognizes the contributions of the state's local school boards to the academic success of its public school students and expresses its sincerest recognition to The Franklin City School Board members for their focus on the well-being and achievement of children of the Franklin City School Division; and,

Be it finally Resolved, the Franklin City Council declares February 2018 as School Board Member Appreciation Month in the City of Franklin and encourages all citizens and community leaders to appropriately recognize our City's dedicated school board members,

Adopted: February 26, 2018

Mayor Frank M. Rabil



Resolution of Appreciation

To

Lee D. Copeland

WHEREAS, Lee D. Copeland has faithfully served the City of Franklin and Southampton County for 21 years as a Deputy Code Official from March 18, 1996 until retiring on December 31, 2017 , and

WHEREAS, Lee D. Copeland diligently delivered quality service to the citizens of the City of Franklin and Southampton County during his tenure. Mr. Copeland continually displayed a cooperative spirit, was loyal and dependable as well as a willing teacher to his co-workers, and

WHEREAS, Lee D. Copeland has provided guidance and exhibited wisdom through his position with the Community Development Department; and,

WHEREAS, his prudent judgment and warm personal demeanor have facilitated many accomplishments and have earned for him the respect of the community and his peers; and

WHEREAS, the City of Franklin commends Lee D. Copeland for his generous and devoted service to this City and wishes him well in all his future endeavors.

NOW, THEREFORE, BE IT RESOLVED, that the Franklin City Council Honors the Exceptional Service of Lee D. Copeland.

AND, BE IT ALSO FURTHER RESOLVED that a copy of this Resolution be spread upon the minutes of this meeting of the Franklin City Council as visible evidence of the high esteem in which this Council and the Citizens of the City of Franklin hold Lee D. Copeland thereby forever preserving and recording its gratitude.

Adopted: February 26, 2018

Mayor Frank M. Rabil

PUBLIC HEARINGS

- A. Charter Communications Cable Franchise Ordinance**
- B. Verizon Property Lease**



*Office Of The City Attorney
H. Taylor Williams, IV*

February 20, 2018

From: H. Taylor Williams, IV, City Attorney

To: Members of City Council

Re: Proposed Franchise Agreement with
Charter Communications VI, LLC

On April 22, 1996, the City of Franklin granted a non-exclusive cable franchise agreement to Insight Communications Company, L.P., or any successor in interest. The term was for a period of 15 years. The franchise agreement expired purportedly in 2011.

I believe Charter Communications is a successor to Insight Communications and has continued to operate a cable system in the City without the benefit of a franchise agreement. In 2006, the Virginia Legislature passed cable legislation that revolutionized the cable industry. See Va. Code Section 58.1-645 et seq. Beginning in 2007, the compensation paid to a locality for granting a franchise required payment to the State and then that compensation was distributed back to the locality. Many cable franchises expired but the business of operating a cable service continued. The localities with cable service continued to be compensated thru the 2006 legislation.

Recently, Charter Communications reached out too many Virginia localities where cable service was provided but no cable franchise existed and has slowly obtained current cable service franchises. Franklin and Southampton County are each considering adoption of non-exclusive cable franchises. I believe Isle of Wight County adopted a cable franchise within the last 2 years. We are aware of several other Virginia communities that have adopted or are in the process of adopting franchise agreements. Charles City County, Chincoteague and others.

The main benefits of having a franchise agreement are found in Section 4, Use of Streets and Dedicated Easements; Section 5 Maintenance of the System;

Section 7, Public, Educational and Governmental Access Channels; Section 9, Insurance; Section 10, Indemnification; Section 17, Customer Service Standards; and, Section 18, Reports and Records.

The staff recommendation is to adopt the Resolution granting a negotiated cable franchise agreement with Charter Communications, VI, LLC, a Delaware limited liability company authorized to do business in Virginia, pursuant to Va. Code Section 15.2-2108.20.

Respectfully submitted,

H. Taylor Williams, IV
City Attorney



*Office Of The City Manager
R. Randy Martin*

January 17, 2018

To: Mayor & Council Members
From: R. Randy Martin, City Manager
Subject: Charter Cable Franchise Discussion

As previously discussed, Charter Communications has for some time been interested in reviewing their franchise agreement with the City of Franklin. The City has a franchise agreement with Charter that expired April 22, 2011. During the past six years, discussions with Charter were held, but changes in personnel and company merger plans resulted in delays. The City received a previous draft agreement some time ago; but after comparing it to peer agreements approved in recent years, the City asked for Charter to consider changes. After Southampton County's agreement also expired in late 2016, the Shared Services Committee encouraged the city and county staffs to consolidate efforts. The new municipal contact for Charter met with the Shared Services Committee early on and the partnership has resulted in a new draft agreement which, with a few remaining relatively minor tweaks expected, is enclosed for Council review. The city and county staffs are recommending that the Council and Board of Supervisors schedule individual required public hearings on the proposed agreement on February 26th after which action can be considered. Other than required differences, the City and County agreements are very similar in form and substance.

County Administrator Mike Johnson and myself with the involvement of legal counsel will be prepared to recommend adoption. We have been most pleased with the Charter Government Liaison Eric Collins involvement in the process. He has helped us address some local service related issues and he has been most responsive to our requests. I anticipate Mr. Collins will be at the City and County public hearings on February 26th if we and the County can coordinate the timing of the hearings on our respective agenda's that evening.

Action Recommended: Schedule the required public hearing for the February 26th regular meeting.

Enclosures



Growth • Community • Spirit

NOTICE OF PUBLIC HEARING

The Franklin City Council will conduct a Public Hearing pursuant to Title 15.2, Chapter 21, Article 1.2 of the Code of Virginia at its regular meeting to be held on Monday, February 26, 2018 at 7:00 p.m. at the Franklin City Hall, 207 West Second Avenue, Franklin, Virginia 23851 regarding a proposed Ordinance granting a Cable Franchise to Charter Communications VI, LLC, locally known as Charter Communications.

Charter Communications currently operates a non-exclusive cable services company in the City. The Franchise will allow Charter Communications to continue to construct, operate and maintain in, upon, along, across, above, over and under the streets existing or as may be created or established during this franchise, poles, wires, cable, etc. necessary for the maintenance and operation of a cable system. The term of this franchise is 10 years to commence on the effective date of the franchise and will automatically extend for an additional term of 5 years. Charter shall maintain and advertise a toll-free telephone number and a phone service to receive complaints and requests for repairs. A record of all written complaints received regarding interruptions or degradation of service shall be maintained for one year which may be examined during regular business hours by the City to ensure compliance with the terms of the franchise. Charter will continue to provide a channel on the cable system for non-commercial, video programming for public, educations and government access programming (PEG). Charter will continue to provide cable service to City buildings free of charge. Anyone wishing to review a copy of the entire franchise agreement may do so at the Administration Office located on the 2nd floor of City Hall, 207 West 2nd Ave., Franklin, Virginia.

Any person desiring to express his or her views with respect to the Franchise Agreement should appear at the time and place referenced hereinabove.

The public hearing is to be held at a public facility to be accessible to persons with disabilities. Any persons with questions concerning the accessibility of the facility or those who have need for reasonable accommodations should contact Teresa Rose-McQuay at (757) 562-8508. Persons needing interpreter services for the deaf must notify Mrs. Rose-McQuay at least seven (7) days in advance of the hearing.

Franklin City Council
Robert Randy Martin, Clerk

FRANCHISE AGREEMENT

This Franchise Agreement (this “Franchise”) is between the City of Franklin, a political subdivision of the Commonwealth of Virginia (“Grantor”), and CHARTER COMMUNICATIONS VI, LLC, a Delaware limited liability company, locally known as CHARTER COMMUNICATIONS (“Grantee”).

The Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current franchise under applicable law and that, the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the existing and future cable-related needs of the community, and, having afforded the public adequate notice and opportunity for comment, the Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

1. Definitions:

- a. “Cable Act” means the Cable Communications Policy Act of 1984, 47 U.S.C. § 521 *et seq.*, as it may be amended or superseded.
- b. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- c. “Days” means calendar days, unless otherwise noted.
- d. “FCC” means the Federal Communications Commission, or successor governmental entity thereto.
- e. “Franchise” means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- f. “Gross Revenue” means the same meaning as that term is defined in Virginia Code § 15.2-2108.19, meaning all revenue, as determined in accordance with generally accepted accounting principles, that is actually received by the Grantee and derived from the operation of the Cable System to provide Cable Service in the Service Area.
- g. “Person” shall mean an individual, partnership, association, joint stock company, trust, corporation, or limited liability entity.
- h. “Service Area” shall mean the geographic boundaries of the Grantor.
- i. “Streets” means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, and the public grounds, places or water within the geographic boundaries of Grantor, to the extent owned by Grantor.

- j. “Subscriber” means any Person lawfully receiving any Cable Service from the Grantee.

2. Granting of Franchise.

- a. The Grantor hereby grants to Grantee a non-exclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the streets now in existence and as may be created or established during its term; any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein; provided, however, that the terms and conditions under which Grantor may utilize poles owned by the Grantor, including pole attachment rates, shall be subject to any existing or future pole attachment agreements between Grantor and Grantee. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.
- b. This Franchise and the rights granted herein to use and occupy the Streets and dedicated easements within the Service Area to provide Cable Services shall not be exclusive, and the Grantor reserves the right to grant other franchises for similar uses or for other uses of the Streets, or any portions thereof, to any Person, or for the Grantor to make such use itself, during the term of this Franchise, including any extension periods. Any such rights which are granted shall not expressly alter the authority as granted under this Franchise.
- c. Grantee’s rights under this Franchise shall be subject to the lawful police powers of Grantor to adopt and enforce ordinances of general applicability necessary to protect and preserve the health, safety and welfare of the public. Grantee shall comply with all applicable general laws and ordinances lawfully enacted by Grantor pursuant to such police powers.

- 3. Term.** The Franchise shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 19 hereof. This Franchise will be automatically extended for an additional term of five (5) years from the expiration date as set forth in Section 19, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

4. Use of the Streets and Dedicated Easements.

- a. Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities whenever practicable.

- b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall similarly be reimbursed.
- c. Grantee shall have the right, at its sole cost and expense, to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor. The Grantee shall be solely responsible for any damage and all clean up of debris caused by such removal, trimming and cutting.
- d. Grantee in the exercise of any right granted to it by the Franchise shall, at no cost to the Grantor, promptly repair or replace any facility or service of the which Grantee damages, including but not limited to, any Street, sewer, electric facility, water main, fire alarm, police communication or traffic control.

5. Maintenance of the System.

- a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor
- b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.
- c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as they may, from time to time, be amended, regardless of the transmission technology utilized.

6. Service.

- a. The Grantee shall provide Cable Service to all residences within the Service Area where there is a minimum density of at least thirty (30) homes per linear strand mile as measured from Grantee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of the request for such Cable Service. Grantee may also make Cable Service available to businesses in the Service Area. Grantee shall have the right, but not the obligation, to extend the Cable System into areas outside of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided or is to be provided.

- b. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and subsection (a) above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this Section shall be sent pursuant to the requirements of Section 14. In any audit of franchise fees due under this Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this Section.
- c. Grantee shall not discriminate or permit discrimination between or among any Persons in the availability of Cable Services or other services provided in connection with the Cable System in the Service Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Grantee are satisfied, unless such Person has engaged in theft of Grantee's services, vandalism of its property, or harassment of its representatives. Nothing contained herein shall prohibit Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice. Grantee shall assure that access to Cable Services is not denied to any group of potential residential cable subscribers because of the income of the residents of the local area in which such group resides.

7. Public, Educational and Governmental Access Channels.

- a. Grantee shall designate capacity on up to two (2) channels for public, educational and/or governmental ("PEG") access video programming provided by Grantor or its designee, such as a public access organization or educational institution. Use of a channel position for PEG access shall be provided on the most basic tier of service offered by Grantee in accordance with Section 611 of the Cable Act, 47 U.S.C. § 531, and Article 1.2 of the Code of Virginia, Va. Code § 15.2-2108.19 *et seq.*, and as further set forth below. The term "channel position" means a number designation on the Grantee's channel lineup regardless of the transmission format (i.e., analog or digital).
- b. Grantee does not relinquish its ownership of or the ultimate right of control over a channel by designating it for PEG use. In the event any PEG access channel is reassigned, the Grantee shall provide the Grantor with at least thirty (30) days' notice before reassigning the channel, and shall pay the reasonable costs of any

advertising or promotional materials required due to the assignment. A PEG access user, whether an individual, educational or governmental user, acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use.

- c. Grantee shall not exercise editorial control over any public, educational or governmental use of a channel position, except Grantee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity. The Grantor shall be responsible for developing, implementing, interpreting and enforcing rules for use of the Educational Access Channel and Governmental Access Channel.
 - d. A “Public Access Channel” is a channel position designated for non-commercial use by the public on a first come, first served, nondiscriminatory basis. A Public Access Channel may not be used to cablecast programs for profit, or for political or commercial fundraising in any fashion.
 - e. An “Educational Access Channel” is a channel position designated for non-commercial use by educational institutions, such as public or private schools, community colleges, and universities.
 - f. A “Governmental Access Channel” is a channel position designated for non-commercial use by the Grantor for the purpose of showing the public local government at work.
 - g. Grantee shall ensure that all PEG access channel signals carried on its system, regardless of the method used to acquire the PEG channels, comply with all applicable FCC signal quality and technical standards for all classes of signals. The technical and signal quality of all PEG access channel signals shall be preserved and shall be of comparable quality as other channels.
 - h. Grantee shall provide Grantor with the contact information for its electronic program guide vendor. With respect to the PEG access channels utilized by Grantor, Grantor shall be responsible for providing programming information to Grantee’s electronic program guide vendor.
 - i. Notwithstanding anything herein to the contrary, in the event that any PEG access channel provided under this Section is not being actively utilized by the Grantor, the Grantee may utilize such PEG access channel, in its sole discretion, until such time as Grantor elects to utilize such PEG access channel for its intended purpose.
8. **Cable Service to Municipal Buildings.** The Grantee shall provide, without charge to the Grantor, one (1) service outlet activated for Basic Cable Service and one (1) set top box if necessary to receive the services provided (the outlet, service, and set top box are collectively referred to herein as the “Courtesy Service”), to each fire station, public school, police station, public library, and any other local government building located within one hundred twenty five feet (125’) from the nearest usable active point as set

forth on **Exhibit A** attached hereto, and to any newly constructed or acquired local government buildings eligible for service pursuant to this Section that may be designated by the Grantor. If it is necessary to extend Grantee's trunk or feeder lines more than one hundred twenty five feet (125') solely to provide the Courtesy Service to any such school or public building, Grantor shall have the option of either paying Grantee's direct costs for such extension in excess of one hundred twenty five feet (125'), or of releasing Grantee from the obligation to provide Courtesy Service to such building.

9. Insurance.

- a. The Grantee shall maintain in full force and effect, at its own cost and expense, at all times throughout the term of this Franchise, insurance in amounts at least as follows:

Workers' Compensation Insurance:	Statutory Limits
Commercial General Liability Insurance:	[\$1,000,000] per occurrence, Combined Single Liability (C.S.L.) [\$2,000,000] General Aggregate
Automobile Liability Insurance, including coverage on all owned and non-owned hired automobiles	[\$1,000,000] per occurrence C.S.L.
Umbrella Liability Insurance	[\$1,000,000] per occurrence C.S.L.

- b. The City of Franklin, its officials, officers, employees and agents, shall be named as additional insureds to the above Commercial General Liability Insurance, Automobile Liability Insurance and Umbrella Liability Insurance, and shall be primary to any insurance or self-insurance carried by the Grantor. Each insurance policy required by this Section shall contain a provision providing that the insurance policy may not be canceled until thirty (30) days after receipt by the Grantor, by registered mail, of written notice of such cancellation.
- c. Grantee shall not cancel or cause to be canceled or lapsed any required insurance policy without obtaining alternative insurance in conformance with this Franchise.
- d. The Grantee shall furnish the Grantor with current Certificates of Insurance evidencing such coverage, and, upon request, a copy of the insurance policies.

10. Indemnification.

- a. Grantee shall indemnify, hold harmless and defend the Grantor, its officials, officers, employees, and agents (collectively, the "Indemnified Parties"), from and against:
- i. Any and all third party claims for liabilities, obligations, damages, penalties, liens, costs, charges, losses and expenses (including without

limitation, fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or asserted against the Indemnified Parties by reason of any act or omission of the Grantee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy or unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Grantee's cable system caused by Grantee, its contractors, subcontractors or agents, or the Grantee's failure to comply with any federal, state or local statute, ordinance or regulation; and

- ii. Any and all third party claims for liabilities, obligations, damages, penalties, liens, costs, charges, losses and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by, or asserted against the Indemnified Parties by reason of any claim or lien arising out of work, labor, materials or supplied provided or supplied to Grantee, its contractors or subcontractors, for the installation, construction operation or maintenance of the Grantee's cable system.
- b. The Grantee undertakes and assumes for its officers, agents, contractors, subcontractors and employees, all risk of dangerous conditions, if any, on or about any Grantor-owned or controlled property, including without limitation, the Streets, and the Grantee agrees to indemnify and hold harmless the Indemnified Parties against and from any claim asserted or liability imposed upon the Indemnified Parties for personal injury or property damage to any Person arising out of the installation, operation, maintenance or condition of the Grantee's cable system or the Grantee's failure to comply with any federal, state or local statute, ordinance or regulation.
- c. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within thirty (30) days of receipt of a claim or action pursuant to this Section.
- d. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

11. Revocation.

- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set

forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

- b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor de novo.
- c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

12. **Equal Protection**. If any other provider of Cable Services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

13. **Confidentiality**. If Grantee provides any books and records to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books and records marked confidential to any person.

14. **Notices**. All notices, reports or demands pursuant to this Franchise shall be in writing and shall be (i) delivered by hand, (ii) sent prepaid by Federal Express (or a comparable overnight delivery service), or (iii) sent by United States mail, certified, postage prepaid,

return receipt requested, at the addresses set forth below. Any notice, request, demand or other communication shall be deemed given or made (as the case may be) upon receipt or refusal to accept delivery. Any party may change its address or designate different or other Persons to receive copies by notifying the other parties in the manner described in this paragraph.

If to Grantor: City of Franklin
Attn: Randy Martin, City Manager
207 West 2nd Ave., Franklin, VA 23851

With a copy to:

If to Grantee: Charter Communications
Attn: Director, Government Affairs
6202 Raeford Road
Fayetteville, NC 28304

With a copy to: Charter Communications
Attn: VP, Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

15. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.
16. **Communications Sales and Use Tax.** The Grantee shall comply with all applicable requirements of the provisions of Virginia Code § 58.1-645 *et seq.*, as the same may be amended from time to time (the "Virginia Communications Sales and Use Tax"). Should, at any time during the term of this Franchise, the Virginia Communications Sales and Use Tax be repealed or amended to reduce or eliminate the payment of taxes by the Grantee on the provision of Cable Services over the Cable System, Grantor may, to the extent allowable under applicable law, require, upon one hundred twenty (120) days' written notice, that the Grantee pay to the Grantor a franchise fee based on Gross Revenue in an amount established by Grantor that is no greater than that allowed by federal law; provided, however, that (i) any such requirement to pay a franchise fee applies equally to all franchised cable operators in the Service Area; (ii) the Grantee shall not be compelled to pay a higher percentage of gross revenue as franchise fees than any other franchised cable operator providing service in the Service Area; and (iii) Grantee

shall not be obligated to pay franchise fees on revenues not included in gross revenues by any other franchised cable operator in the Service Area. Any payment of franchise fees to Grantor pursuant to this Section 16 shall be made on a quarterly basis and shall be due forty five (45) days after the close of each quarter. Each such franchise fee payment shall be accompanied by a brief report prepared by a representative of Grantee that shows the basis for the computation of all Gross Revenue derived during the period for which such franchise fee payment is made.

17. Customer Service Standards; Privacy.

- a. Grantee shall comply in all respects with the customer service requirements established by the FCC, including without limitation, 47 U.S.C. §§ 76.309, 76.1601, 76.1602, 76.1603, 76.1618, and 76.1619, as the same may be amended from time to time.
- b. Grantee shall at all times comply with all applicable federal and state privacy laws, including without limitation, Section 631 of the Cable Act, 47 U.S.C. § 551.

18. Reports and Records.

- a. Upon not less than fourteen (14) days written notice to the Grantee, the Grantor shall have the right to inspect, at any time during normal business hours at a reasonable time as determined by the parties hereto, the Grantee's books and records pertaining to Grantee's provision of Cable Service in the Service Area which are reasonably necessary to monitor and ensure compliance with the terms of this Franchise. Notwithstanding anything to the contrary herein, Grantee shall not be required to disclose information that Grantee reasonably deems to be proprietary or confidential in nature, or to disclose any of its or its affiliates books and records not relating to the provision of Cable Service in the Service Area.
- b. Grantee shall at all times maintain and, upon request of Grantor, provide the following:
 - i. Records of all written complaints for a period of three (3) years after receipt by Grantee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System, Cable Service, or Grantee's cable operations, including without limitation, complaints about employee courtesy;
 - ii. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, the number of Subscribers affected, type of outage, and cause;
 - iii. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Grantee, indicating the date and time service was required, the date of acknowledgment, the date and time service was

scheduled, the date and time service was provided, and the date and time the problem was resolved; and

- iv. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was received by Grantee, including the date of the request, the date of acknowledgment, and the date and time service was extended.

19. **Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. This Franchise shall expire on _____, 2028, unless extended in accordance with Section 3 of this Franchise or by the mutual agreement of the parties.

20. **Acceptance and Entire Agreement.** The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

21. **Miscellaneous.**

- a. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.
- b. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
- c. In the event that federal or state law, rules or regulations preempt a provision or limit the enforceability of a provision of this Franchise, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action by the parties hereto.
- d. The failure of either party hereto on one or more occasions to exercise a right or to require compliance or performance under this Franchise, the Cable Act, or any other applicable Virginia or federal law, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by such party, nor to excuse the other party from complying or performing, unless such right or such compliance or performance has been specifically waived in writing by the other party.

- e. Nothing in this Franchise is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise.
- f. This Franchise shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia, without regard to its conflicts of law principles.
- g. This Franchise may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

WITNESS the following signature and seals, all as of the day and year set forth below.

GRANTOR:

City OF Franklin

a political subdivision of the Commonwealth of Virginia

Date: _____

By: _____ (SEAL)
R. Randy Martin, City Manager

Accepted this ____ day of _____, 2018, subject to applicable federal, state and local law.

CHARTER COMMUNICATIONS VI, LLC
By: Charter Communications, Inc., its Manager

Signature: _____

Name/Title: _____

Date: _____

EXHIBIT A

1. Hunterdale Fire Department, 201 Delaware Road,
Franklin
2. Franklin Fire and Rescue Department, 100 S. Main Street
Franklin
3. S.P. Morton Elementary School, 300 Morton Street,
Franklin
4. J. P. King, Jr., Middle School, 501 Charles Street,
Franklin
5. Franklin High School, 310 Crescent Dr., Franklin
6. Franklin Police Department, 1018 Pretlow Street,
Franklin
7. City Hall, 207 West 2nd Ave., Franklin
8. Public Works Building, 1050 Pretlow Street, Franklin
9. Franklin Power and Light Building, 1050 Pretlow Street,
Franklin
10. Franklin Airport, 32470 John Beverly Rose Drive,
Franklin
11. Franklin Department of Social Services, 306 North Main
Street, Franklin
12. Franklin Department of Parks and Recreation, 680 Oak
Street, Franklin
13. Franklin Armory Field, 991 Armory Drive, Franklin



*Office Of The City Attorney
H. Taylor Williams, IV*

February 21, 2018

From: H. Taylor Williams, IV, City Attorney

To: Members of City Council

Re: Proposed Land Lease with Verizon
Wireless for the location of a
Transmission tower on City property

This matter is scheduled for a Public Hearing at the regular City Council meeting scheduled for Monday, February 26, 2018 pursuant to Virginia Code Section 15.2-1800 (B). A Notice of the Public Hearing has been advertised in the Tidewater News newspaper once a week for two successive weeks as required by law.

Verizon Wireless has proposed to lease a parcel of land from the City of Franklin that is 50 feet by 50 feet square (2,500 sq. ft.) to locate communication equipment on a tower to be built on City property. The proposed parcel of land is a part of the farm referred to as the Rawls Farm located adjacent to Fairview Road. The parcel of land will be accessed from Fairview Road by a 20-foot dirt path that is already located on the farm. A copy of a current survey is attached to the proposed lease agreement.

The proposed lease would be for an initial period of 5 years and will have the option of being renewed for 4 additional 5 year terms. The lease could be for up to 25 years. The lease will not commence until either Verizon begins installation of its communications equipment or two years after the execution of the lease. Therefore, lease payments for rent may not begin until 2 years after the agreement might become executed.

Rent is to be paid at the initial annual amount of \$14,400.00. Each year the rent will increase by the amount of 2% per year over the rent paid in the previous year. Verizon will have a non-exclusive easement for ingress and egress over the

20 foot wide dirt path from Fairview Drive to the location of the parcel of land. The easement can be accessed 24 hours a day, 7 days a week for the purpose of installation, operation and maintenance of the communications equipment.

In addition to the rent to be paid for the leased parcel of land, Verizon will reserve space on the communications tower between 140 feet and 150 feet for the City to have a non-revocable exclusive license to install a whip antenna for City purposes. The City will be responsible for properly installing its equipment properly on the tower and to maintain the City's equipment.

The lease is contingent upon Verizon obtaining all necessary certificates, permits, or other approvals that may be required by any federal, state, or local authority, and a satisfactory soil boring test, environmental studies or any other due diligence.

It is the recommendation of staff that the City execute the proposed land lease.

H. Taylor Williams, IV
City Attorney



The Franklin City Council will conduct a Public Hearing pursuant to Virginia Code Section 15.2-1800 (B) at its regular meeting to be held on Monday, February 26, 2018 at 7:00 p.m. at the Franklin City Hall at 207 West Second Avenue, Franklin, Virginia 23851 regarding the lease of the following described parcel of real property owned by the City:

A parcel of land that is 50 feet by 50 feet square (being 2,500 sq. ft.) that is a portion of property identified as Tax Parcel 72-(221)-1, located on the north side of Fairview Drive in the City of Franklin, together with a non-exclusive easement 20 feet wide for ingress and egress from Fairview Drive to the location of the parcel of land for installation, operation and maintenance of Lessee's communications equipment.

The initial term of the lease shall be for five (5) years commencing on the earlier of the first day of the month after Lessee begins installation of Lessee's communications equipment or the first day of the month that is 2 years after the date of execution of the lease by both parties. Thereafter the lease will automatically be extended for four (4) additional five (5) year terms.

Any person desiring to express his or her views with respect to the lease of the referenced property by the City should appear at the time and place referenced hereinabove.

The public hearing is to be held at a public facility to be accessible to persons with disabilities. Any persons with questions concerning the accessibility of the facility or those who have need for reasonable accommodations should contact Teresa Rose-McQuay at (757) 562-8508. Persons needing interpreter services for the deaf must notify Ms. Rose-McQuay at least seven (7) days in advance of the hearing.

Franklin City Council
Robert Randy Martin, Clerk

SITE NAME: HUNTERDALE
SITE NUMBER: 259205

LAND LEASE AGREEMENT

This Land Lease Agreement (the "**Agreement**"), made this day of _____, 20__, is between City of Franklin, a municipal corporation of the Commonwealth of Virginia ("**LESSOR**"), with its principal offices located at 207 West Second Avenue, Franklin, Virginia 23851, and Cellco Partnership d/b/a Verizon Wireless ("**LESSEE**"), with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404). LESSOR and LESSEE are at times collectively referred to in this Agreement as the "**Parties**" or individually as the "**Party**."

In consideration of the mutual covenants in this Agreement and intending to be legally bound by this Agreement, the Parties agree as follows:

1. **GRANT.** As documented by the Parties' execution and delivery of this Agreement, LESSOR grants to LESSEE the right to install, maintain, and operate communications equipment ("**Use**") upon the Premises (as defined in this Agreement), which Premises are a part of the real property owned, leased, or controlled by LESSOR at 312 Fairview Drive, Franklin, Southampton County, Virginia (the "**Property**"). The Property is legally described on **Exhibit A** to this Agreement. The "**Premises**" are a portion of the Property and are approximately 2,500 sq. ft., as shown in detail on **Exhibit B** to this Agreement. If LESSEE determines that its Use requires additional ground space, LESSEE shall have the right to expand its Premises, without an increase in rent, so long as the additional ground space does not exceed 200 sq. ft. LESSEE may survey the Premises at any time. Upon completion of a survey prepared after the Effective Date (as defined in this Agreement), the Parties shall amend this Agreement to replace **Exhibit B** in its entirety with the new survey.

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("**Effective Date**"). The initial term of the Agreement shall be for 5 years, commencing on the earlier of the: (i) first day of the month after LESSEE begins installation of LESSEE's communications equipment or (ii) first day of the month that is 2 years after the Effective Date (the "**Commencement Date**").

3. **EXTENSIONS.** This Agreement shall automatically be extended for 4 additional 5 year terms, unless Lessee terminates this Agreement at the end of the then-current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then-current term. The initial term and all extension terms are collectively referred to in this Agreement as the "**Term**".

4. **RENTAL.**

(a) Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$14,400.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 207 West Second Avenue, Franklin, Virginia 23851, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date, by notice given in accordance with this Agreement. The initial rental payment may not

be delivered by LESSEE until 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer, and in that event, LESSOR shall provide to LESSEE bank routing information for that purpose upon request of LESSEE.

(b) For any party to whom rental payments are to be made, LESSOR, or any successor-in-interest of LESSOR, shall provide to LESSEE: (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) completed and fully-executed state and local withholding forms, if required; and (iii) any other documentation required to verify LESSOR's, or any other party's, right to receive rental, as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments, as directed by LESSOR.

(c) Commencing on the first annual anniversary of the Commencement Date and on each annual anniversary thereafter during the term of this Agreement (including all extension terms), annual rent shall increase by an amount equal to two percent (2%) of the annual rent due for the immediately preceding lease year.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation, and maintenance of LESSEE's communications equipment over or along a 20 ft. wide right-of-way ("**Easement**"). The Easement is depicted on Exhibit B to this Agreement. LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits, and pipes for all necessary electrical, telephone, fiber, and other similar support services. If necessary, LESSOR shall grant LESSEE, or the provider, the right to install the services on, through, over, and under the Property, provided the location of the services shall be as reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space as is sufficient for LESSEE's radio frequency signage, and barricades, as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use, and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises are in compliance with all Laws and EH&S Laws (as defined in this Agreement).

7. IMPROVEMENTS. The communications equipment, including, without limitation, the tower structure, antennas, conduits, fiber, fencing, screening, and other improvements shall be at LESSEE's expense, and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add, or otherwise modify its communications equipment, tower structure, antennas, conduits, fiber, fencing, and other screening, or other improvements, or any portion thereof, and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits, or other improvements are listed on any exhibit to this Agreement.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits, and other approvals (collectively, the "**Government Approvals**"), that may be required by any federal, state, or local authorities (collectively, "**Government Entities**"), and a satisfactory soil boring test, environmental studies, or any

other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain the Government Approvals, and LESSOR shall take no action that would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. LESSEE may immediately terminate this Agreement upon written notice to LESSOR if: (i) any applications for the Government Approvals are finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that the Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; or (vi) LESSEE may terminate this Agreement for any reason or no reason in LESSEE's sole discretion with 3 months prior notice to LESSOR upon the annual anniversary of the Commencement Date, or at any time before the Commencement Date. If LESSEE terminates the Agreement during the Term pursuant to subsections (v) or (vi) above, LESSEE may transfer ownership of the tower structure and related appurtenances to LESSOR, at LESSOR's request, and the Parties shall execute a Bill of Sale to memorialize the transfer.

10. INDEMNIFICATION. Subject to Paragraph 11 of this Agreement, to the extent permitted by law, each Party shall indemnify, and hold harmless the other Party against any claim of liability or loss from personal injury or property damage resulting from, or arising out of, the negligence or willful misconduct of the indemnifying Party, its employees, contractors, or agents, except to the extent such claims or damages may be due to, or caused by, the negligence or willful misconduct of the other Party, or its employees, contractors, or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result of that failure. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. At the indemnified Party's request, the indemnifying Party shall defend any indemnified Party against any claim, with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim, or consent to the entry of any judgment, without the prior written consent of each indemnified Party, and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

11. INSURANCE.

(a) LESSEE will maintain commercial general liability insurance, with limits of \$4,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property.

(b) LESSOR will maintain commercial general liability insurance, with limits not less than \$1,000,000 for injury to, or death of, one or more persons in any one occurrence, and \$1,000,000 for damage or destruction in any one occurrence.

(c) Each Party shall include the other Party as an additional insured as their interest may appear under this Agreement.

(d) Each Party hereby waives and releases all rights of action for negligence against the other Party that may hereafter arise on account of damage to the Premises or the Property, resulting from any fire or other casualty that is insurable under "Causes of Loss - Special Form" property damage insurance, or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, that insurance is now or hereafter carried by the Parties, even if the fire or other casualty was caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties, and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24 of this Agreement, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees, for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

13. INTERFERENCE.

(a) LESSEE will not cause interference to LESSOR's equipment that is measurable in accordance with industry standards. LESSOR and other occupants of the Property will not cause interference to the then existing equipment of LESSEE that is measurable in accordance with then-existing industry standards.

(b) Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE's Network Operations Center at [(800) 224-6620/(800) 621-2622] or to LESSOR at [(757) 562-8561], the interfering party shall, or shall require any other user to, reduce power or cease operations of the interfering equipment until the interference is cured.

(c) The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph, and therefore, the Parties shall have the right to equitable remedies including, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration of the Term or within 90 days of earlier termination of this Agreement, LESSEE shall remove LESSEE's communications equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. The communications equipment shall remain the personal property of LESSEE, and LESSEE shall have the right to remove all or any portion of its communications equipment at any time during the Term, whether or not any items of communications equipment are considered fixtures or attachments to real property under applicable laws. If the time required for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then-existing monthly rate, or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. Upon expiration of the Term, if the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month-to-month basis at the rental in effect upon expiration of the Term. If the Parties are not in the process of negotiating a new lease or lease extension, and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at the then-existing monthly rate, or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. RIGHT OF FIRST REFUSAL. At any time after the Effective Date, if LESSOR receives an offer or letter of intent, for the acquisition of fee title, an easement, a lease, a license, or any other interest in the Premises or any portion of the Premises, or for the acquisition of any interest in this Agreement, or an option for any of the foregoing, from any person or entity that is in the business of owning, managing, or operating communications facilities, or that is in the business of acquiring landlord interests in agreements relating to communications facilities, then LESSOR shall provide written notice to LESSEE of the offer ("**LESSOR's Notice**"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of, and interest in, the Premises and/or this Agreement that will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third-party offeror. LESSEE shall have a right of first refusal to meet any third-party offer of sale or transfer on the terms and conditions of the offer, or by effectuating a transaction with substantially-equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet the third-party offer within thirty (30) days after receipt of LESSOR's Notice, then LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of the third-party offer, in which event this Agreement shall continue in full force and effect, and the right of first refusal described in this Paragraph shall survive the conveyance to the third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third-party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises, and the purchase price shall be pro-rated on a square-footage basis. Further, if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially-equivalent financial terms of the third-party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third-party offer rather than acquiring fee simple title, or an easement interest, in the Premises. For purposes of this Paragraph, any transfer, bequest, or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance, or by conveyance to a trust for the benefit of family members, shall not be considered a sale for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. At any time during the Term, if LESSOR decides to sell or otherwise transfer all or any part of the Property, or to grant to a third party by easement or other legal instrument an interest in any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement, and any such purchaser or transferee shall recognize LESSEE's rights under this Agreement. If LESSOR completes any sale, transfer, or grant described in this Paragraph, without executing an assignment of the Agreement, whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be

released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR's TITLE. Upon paying the rent and performing the covenants in this Agreement, LESSEE shall peaceably and quietly have, hold, and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and during the Term, that LESSOR has full authority to enter into and execute this Agreement, and that there are no liens, judgments, covenants, easements, restrictions, or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT AND SUBLEASE.

(a) *Assignment.* Without any approval or consent of the other Party, this Agreement may be sold, assigned, or transferred by either Party to: (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity that directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity that acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition, or other business reorganization, without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned, or transferred, without the written consent of the other Party, which consent may not be unreasonably denied, delayed, or conditioned. No change of stock ownership, partnership interest, or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment under this Agreement.

(b) *Sublease.*

(i) LESSEE may sublease any space on the tower at its sole discretion, upon notice to LESSOR ("Tower Sublease"). Any Tower Sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. The term "sublease", "sublet", "sublessee" and any other similar term shall apply to any situation by which LESSEE allows a third-party use of the tower for co-location, whether it be by formal sublease, license or other agreement. All rights and responsibilities of LESSEE set forth in this Agreement shall be enjoyed by and binding on any sublessee. In the event LESSEE subleases any portion of the tower or enters into a Tower Sublease, in accordance with this Agreement, LESSEE shall receive 100% of any rental paid by any sublessee.

(ii) LESSOR retains the sole right to enter into a lease for the ground space required by a sublessee for its facilities, and LESSOR shall receive 100% of the rental, negotiated by LESSOR and the sublessee, for such ground space. LESSEE shall not enter into any sublease with any sublessee for any portion of ground space required by a sublessee. However, LESSEE shall have the right to grant non-exclusive easements to sublessee(s) through the Premises for access and utilities to the tower. LESSEE shall not be responsible to LESSOR for the collection or payment of rents by a sublessee to LESSOR for any ground sublease, and LESSEE shall have no liability to LESSOR in the event of failure of payment by sublessee. In this event, LESSEE shall have no liability of any nature to LESSOR for failure to sublet all or any part of the tower to any or all potential sublessee(s).

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13 of this Agreement, all notices under this Agreement must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service, and provided further that the courier guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or to any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Franklin
207 West Second Avenue
Franklin, Virginia 23851

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
Attention: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days after the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined in this Agreement, from its existing mortgagee(s), ground lessors, and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "**Mortgage**") by LESSOR, which from time to time may encumber all or part of the Property. However, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement, in a form reasonably satisfactory to LESSEE, and containing the terms described in this paragraph (the "**Non-Disturbance Agreement**"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("**Lender's**") agreement that, if Lender or its successor-in-interest, or any purchaser of Lender's or its successor's interest (a "**Purchaser**"), acquires an ownership interest in the Property, then Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. The Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any), and on all successors and assigns of Lender and/or its participants, and on all Purchasers. In return for the Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit, in which LESSEE: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender; (ii) agrees to attorn to Lender if Lender becomes the owner of the Property; and (iii) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. If LESSOR defaults in the payment or other performance of any mortgage or other real property interest encumbering the Property, LESSEE may, at its sole option and without obligation, cure or correct LESSOR's default, and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens, and equities of the holders of the mortgage or other real property interest, and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct those defaults.

22. DEFAULT. It is a "**Default**" if: (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party, or if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice; or (ii) LESSOR fails to comply with this Agreement, the failure interferes with LESSEE's Use, and LESSOR does not remedy the failure within 5 days after written notice from LESSEE, or if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time within which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy that the non-defaulting Party may have by reason of the default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may, at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf, and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, then LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety (collectively, "**EH&S Laws**"). LESSEE shall indemnify and hold harmless LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws, or to the extent that LESSEE causes a release of any regulated substance to the environment. To the extent permitted by law, LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws, or a release of any regulated substance to the environment, except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property, and that LESSEE shall not be responsible for any environmental condition or issue, except to the extent resulting from LESSEE's specific activities and responsibilities. If LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location, or if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR shall sign any necessary waste manifest associated with the removal, transportation, and/or disposal of those substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE's Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs, and any other damages LESSEE may incur as a result of any such condemnation, but specifically excluding loss of LESSEE's leasehold interest.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act *and* laws regulating hazardous substances) (collectively "**Laws**"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with: all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. LESSOR shall comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a) LESSOR shall invoice, and LESSEE shall pay, any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on LESSEE and required to be collected by LESSOR, based on any service, rental space, or equipment provided by LESSOR to LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on LESSEE and required to be paid by LESSEE that are directly attributable to LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill or assessment notice that is the basis for the taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b) LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting, and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including, but not limited to, executing any consent, appeal, or other similar document. If as a result of any appeal or challenge by LESSEE, there is a reduction, credit, or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR shall promptly reimburse to LESSEE the amount of the reduction, credit, or repayment. If LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits, terms, and conditions granted to LESSEE by LESSOR under this Agreement are

now, and shall be during the Term, no less favorable than the rent, benefits, terms, and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term, LESSOR shall offer more favorable rent, benefits, terms, or conditions for substantially the same or similar tenancies or licenses as those granted under this Agreement, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the Parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits, terms, and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification. This Paragraph does not apply to any farm lease (current or future) on the Property.

30. LESSOR'S RESERVED TOWER SPACE.

a. *Reserved Tower Space.* LESSOR, subject to the terms and conditions herein, shall have a non-revocable, exclusive license for the use of that portion of LESSEE's tower on the Premises (the "Tower") extending from 140' feet to 150' (the "Reserved Tower Space") for LESSOR's whip antenna. LESSEE shall have the right to substitute an equal amount of space on the Tower to the extent LESSOR has not exercised its right to use the Reserved Tower Space, and LESSEE needs the Reserved Tower Space for its own operations. The substituted tower space shall be considered the Reserved Tower Space from that point forward. Under no circumstances shall LESSOR license or sublease any portion of the Reserved Tower Space to third parties. No part of the Premises shall be utilized by LESSOR for the placement of any necessary ground equipment, and LESSOR shall use its contiguous property for the placement of any necessary equipment.

b. *Conditions for Use by LESSOR of Tower.* LESSOR'S equipment shall have LESSEE'S prior written approval and shall be in accordance with the standards and requirements of LESSEE, and LESSOR work associated with the installation, modification, repair or removal of such LESSOR equipment must be done under the LESSEE'S supervision and shall be subject to LESSEE'S final written approval, such approval not to be unreasonably withheld. LESSOR will be responsible for all costs associated with LESSOR'S equipment. The supervision, approval and other activities of LESSEE under this Paragraph however, shall not constitute the waiver of any term or condition of this Agreement. Scheduling of any and all work on the Premises and/or Tower will be coordinated with LESSEE. Any future maintenance or access necessitating access by LESSOR to the Premises and/or Tower must be coordinated with LESSEE within a reasonable time not less than seventy-two (72) hours prior to work being done. LESSOR'S equipment mounted on the Tower must be attached securely to the Tower with approved mounts, hangers, and clamps as directed by LESSEE. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of the license granted herein to LESSOR by LESSEE at LESSEE's sole discretion. Any inspection or approval given or done by the LESSEE pursuant to this Agreement is solely for LESSEE's own benefit. LESSEE shall have no liability or responsibility to the LESSOR or any third party as a result of any inspection or approval given by LESSEE and LESSOR should not rely upon the same other than for the specific purposes set forth herein.

c. *Approved Equipment.* Any LESSOR approved equipment shall be set forth on Exhibit C attached hereto and incorporated herein. LESSOR shall be required to submit an application to LESSEE on a form to be provided by LESSEE. Grounds for denying approval of changes to LESSOR's equipment shall include, but shall not be limited to the potential for overstressing the Tower taking into account the present loading on the Tower and the anticipated additional loading by LESSEE on the Tower.

d. *Maintenance of LESSOR'S Equipment.* All of LESSOR'S equipment shall be purchased and installed at the expense of LESSOR, and all of LESSOR'S equipment, including, but not limited to LESSOR'S Initial Equipment, must be kept and maintained by LESSOR at all times, at its expense, in a good state of repair and maintenance and in compliance with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the municipality, county and state concerned. Under this Agreement, LESSEE assumes no responsibility for the licensing, operation, and/or maintenance of LESSOR'S radio equipment. To the extent permitted by law, LESSOR shall defend, indemnify and save LESSEE harmless from any claims or suits arising by reason of LESSOR'S failure to so keep and maintain its equipment or to comply with such laws, rules or regulations. LESSEE assumes no responsibility for the licensing, operation or maintenance of the LESSOR'S equipment.

e. *Approval of Contractors.* It is further understood and agreed LESSEE must approve of, in writing, all contractors and personnel chosen by LESSOR to install, maintain and operate the LESSOR'S equipment and that LESSOR'S maintenance and operation of its equipment will in no way damage or interfere with the LESSEE'S use of the Premises, Tower, antennas and appurtenances.

f. *Abandonment of Reserved Tower Space.* LESSOR shall have the option to utilize the Reserved Tower Space during the initial Five (5) year term of this Agreement. To the extent LESSOR has not filed an application with LESSEE to utilize the Reserved Tower Space prior to the expiration of the initial term of this Agreement, LESSOR shall lose its rights in and to the Reserved Tower Space, and LESSEE shall be free to use the same for its own purposes or to lease the same to third parties.

31. MISCELLANEOUS.

(a) This Agreement contains all agreements, promises, and understandings between LESSOR and LESSEE regarding this transaction, and no oral agreement, promises, or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy, or proceeding.

(b) This Agreement may not be amended or varied, except in a writing signed by all Parties. This Agreement shall extend to, and bind the heirs, personal representatives, successors, and assigns of, the Parties.

(c) The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement, or to exercise any of its rights under this Agreement, shall not waive those rights, and that Party shall have the right to enforce those rights at any time.

(d) The performance of this Agreement shall be governed, interpreted, construed, and regulated by the laws of the state in which the Premises is located, without reference to its choice of law rules.

(e) Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other Party for any purpose whatsoever.

(f) LESSOR shall execute a Memorandum of this Agreement, in a form reasonably acceptable to LESSEE, which LESSEE may record with the appropriate recording office or officer.

(g) All exhibits referenced in, and attached to, this Agreement are incorporated by this reference in the Agreement.

(h) LESSOR and LESSEE each warrant to the other that the person executing this Agreement on behalf of the warranting Party has the full right, power and authority to enter into, and execute, this Agreement on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

(i) The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is blank intentionally.]

IN WITNESS OF THIS AGREEMENT, the Parties have executed this Agreement effective as of the Effective Date.

LESSOR:

City of Franklin

By: _____

Printed Name: _____

Title: _____

Date: _____

LESSEE:

Cellco Partnership
d/b/a Verizon Wireless

By: _____

Printed Name: Thomas O'Malley

Title: Director - Network Field Engineering

Date: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

All those certain lots, tracts or parcels of land lying, situate and being in the City of Franklin, Virginia, known, numbered and designated as Parcel 1, containing 53.297 acres, more or less, and Parcel 2, containing 4.056 acres, more or less, as shown on plat entitled "Plat Showing Property of S. W. Rawls, Jr., Located on Fairview Drive, Crescent Drive and Old Medley Road, City of Franklin, Virginia, Scale 1" = 200', Jan. 10, 2006, Revised Feb. 2, 2006", made by J. D. Vann, Land Surveyor, a copy of which is recorded in the Clerk's Office of the Circuit Court of Southampton County, Virginia, in Plat Book 29, page 122.

Being the same property conveyed to the City of Franklin, a municipal corporation of the Commonwealth of Virginia, by deed from S. W. Rawls, Jr., dated February 10, 2006, recorded February 10, 2006, in the Clerk's Office of the Circuit Court of Southampton County, Virginia, as Instrument Number 060000653.

EXHIBIT B

SURVEY OF THE PREMISES

EASEMENT NOTES

1 NEW LESSEE 20' INGRESS/EGRESS AND UTILITY RIGHT OF WAY ("EASEMENT")

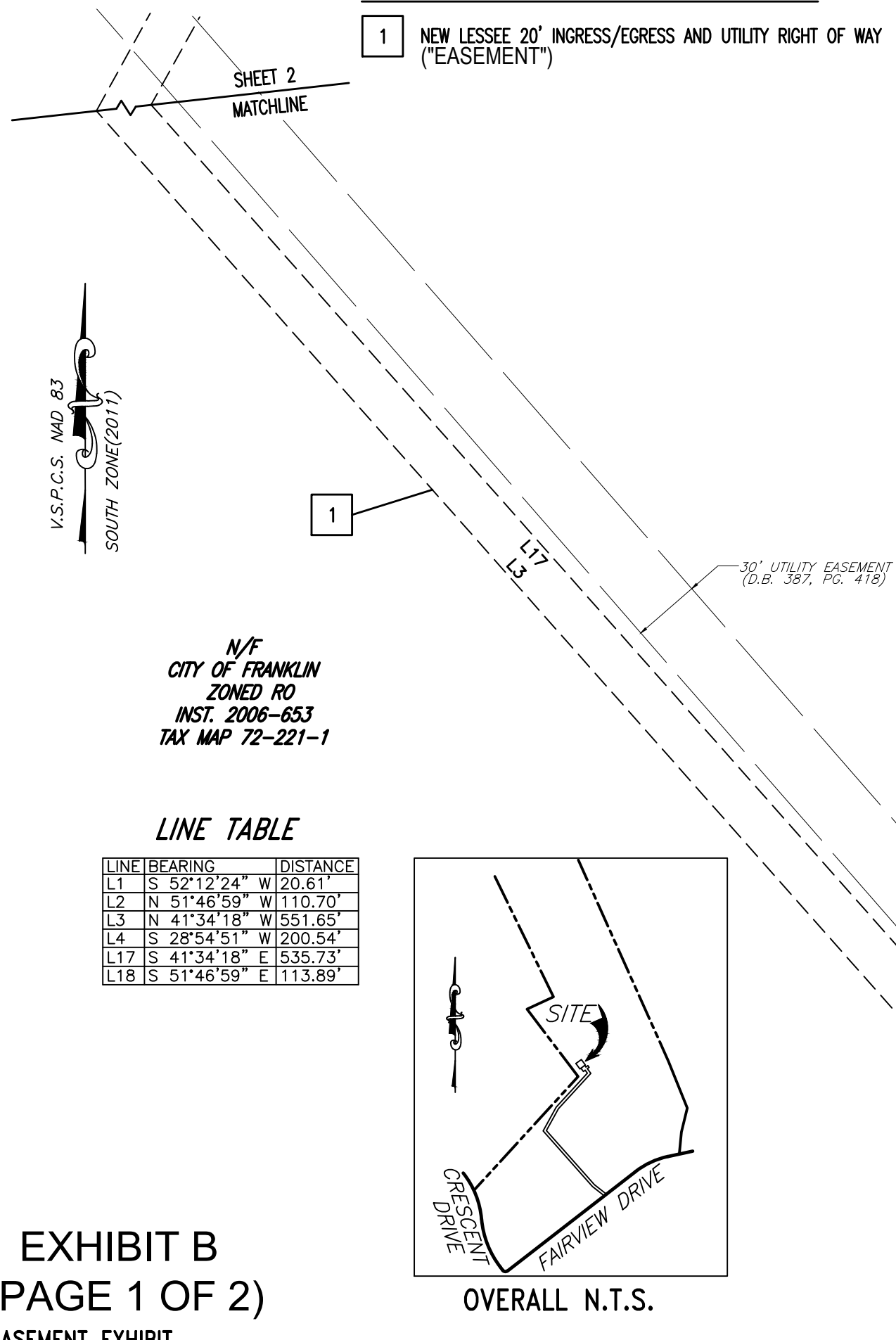
LEGAL DESCRIPTION - NEW LESSEE 20' INGRESS/EGRESS AND UTILITY RIGHT OF WAY

A NEW LESSEE 20' INGRESS/EGRESS AND UTILITY RIGHT OF WAY OVER AND ACROSS ("EASEMENT") PARCEL 1 AS SHOWN IN PLAT BOOK 29 AT PAGE 122, OF RECORD IN THE CLERK OF COURTS OFFICE, COUNTY OF SOUTHAMPTON, VIRGINIA: SITUATE ON THE NORTHERLY RIGHT OF WAY OF FAIRVIEW DRIVE; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF TANGENCY OF CURVE NUMBER 1 AS SHOWN ON THE AFOREMENTIONED PLAT THENCE S 52°12'24" W A DISTANCE OF 271.99' TO A POINT BEING THE TRUE POINT AND PLACE OF BEGINNING OF A NEW LESSEE 20' INGRESS/EGRESS AND UTILITY RIGHT OF WAY;

THENCE ALONG SAID FAIRVIEW DRIVE S 52°12'24" W A DISTANCE OF 20.61' TO A POINT; THENCE OVER AND ACROSS SAID PARCEL 1 THE FOLLOWING COURSES AND DISTANCES;

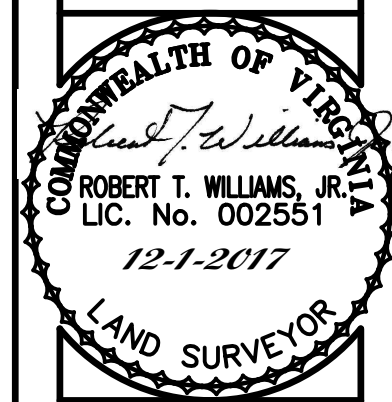
THENCE N 51°46'59" W A DISTANCE OF 110.70' TO A POINT;
 THENCE N 41°34'18" W A DISTANCE OF 551.65' TO A POINT;
 THENCE N 28°54'51" E A DISTANCE OF 200.54' TO A POINT;
 THENCE N 42°22'56" E A DISTANCE OF 341.30' TO A POINT;
 THENCE N 36°23'33" W A DISTANCE OF 26.74' TO A POINT;
 THENCE S 53°36'27" W A DISTANCE OF 16.00' TO A POINT;
 THENCE N 36°23'33" W A DISTANCE OF 30.71' TO A POINT;
 THENCE N 53°36'27" E A DISTANCE OF 34.50' TO A POINT;
 THENCE S 36°23'33" E A DISTANCE OF 14.71' TO A POINT;
 THENCE N 53°36'27" E A DISTANCE OF 17.50' TO A POINT;
 THENCE S 36°23'33" E A DISTANCE OF 16.00' TO A POINT;
 THENCE S 53°36'27" W A DISTANCE OF 16.00' TO A POINT;
 THENCE S 36°23'33" E A DISTANCE OF 43.16' TO A POINT;
 THENCE S 42°22'56" W A DISTANCE OF 355.36' TO A POINT;
 THENCE S 28°54'51" W A DISTANCE OF 184.04' TO A POINT;
 THENCE S 41°34'18" E A DISTANCE OF 535.73' TO A POINT;
 THENCE S 51°46'59" E A DISTANCE OF 113.89' TO A POINT WHICH IS THE TRUE POINT AND PLACE OF BEGINNING, HAVING AN AREA OF 25,971 SQUARE FEET OR 0.596 ACRES.



Causeway Consultants, P.C.
Land Surveyors VA NC
P.O. BOX 15039
CHESAPEAKE, VA. 23328
PHONE: 757-482-0474
CAUSEWAY CONSULTANTS, P.C. 2017

FOR
CLARK NEXSEN
1331 L Street, NW
Suite 600
Washington, DC 20005
202.461.3260

verizon
1831 RADY COURT
RICHMOND, VA 23222



SITE INFO:
HUNTERDALE

400 FAIRVIEW DRIVE
FRANKLIN, VA
23851
SOUTHAMPTON COUNTY

DESIGN: JAW
DRAWN: RTW
REVIEW: JYY
TTV DATE: 5/23/17
COMM. NO. 5833-633

SUBMITTALS

SYM	DESCRIPTION	DATE
△	EASEMENT EXHIBIT	12/1/17

FINAL LEASE EXHIBIT

SHEET NO.:
1 OF 3

EXHIBIT B
(PAGE 1 OF 2)
EASEMENT EXHIBIT

GRAPHIC SCALE 1"=60'

EASEMENT NOTES

- 1 NEW LESSEE 20' INGRESS/EGRESS AND UTILITY RIGHT OF WAY ("EASEMENT")
- 2 NEW LESSEE 50' x 50' LEASE AREA ("PREMISES")



LINE TABLE

LINE	BEARING	DISTANCE
L4	S 28°54'51" W	200.54'
L5	N 42°22'56" E	341.30'
L6	N 36°23'33" W	26.74'
L7	S 53°36'27" W	16.00'
L8	N 36°23'33" W	30.71'
L9	N 53°36'27" E	34.50'
L10	S 36°23'33" E	14.71'
L11	N 53°36'27" E	17.50'
L12	S 36°23'33" E	16.00'
L13	S 53°36'27" W	16.00'
L14	S 36°23'33" E	43.16'
L15	S 42°22'56" W	355.36'
L16	S 28°54'51" W	184.04'
L19	N 36°23'33" W	50.00'
L20	N 53°36'27" E	50.00'
L21	S 36°23'33" E	50.00'
L22	S 53°36'27" W	50.00'

N/F
FRANKLIN YMCA
ZONED RO
TAX MAP 72-10-1C

N/F
CITY OF FRANKLIN
ZONED RO
INST. 2006-653
TAX MAP 72-221-1

30' UTILITY EASEMENT
(D.B. 387, PG. 418)

N 13°01'22" E
57.99'(TIE)

LEGAL DESCRIPTION - NEW LESSEE 50' x 50' LEASE AREA ("PREMISES")

A NEW LESSEE 50' x 50' LEASE AREA ON PARCEL 1 AS SHOWN IN PLAT BOOK 29 AT PAGE 122, OF RECORD IN THE CLERK OF COURTS OFFICE, COUNTY OF SOUTHAMPTON, VIRGINIA: SITUATE ON THE NORTHERLY RIGHT OF WAY OF FAIRVIEW DRIVE; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY MOST CORNER OF THE ADJOINING FRANKLIN YMCA PARCEL AS SHOWN ON THE AFOREMENTIONED PLAT THENCE ALONG A TIE LINE N 13°01'22" E A DISTANCE OF 57.99' TO A POINT BEING THE TRUE POINT AND PLACE OF BEGINNING OF A NEW LESSEE 50' x 50' LEASE AREA;

THENCE N 36°23'33" W A DISTANCE OF 50.00' TO A POINT;
 THENCE N 53°36'27" E A DISTANCE OF 50.00' TO A POINT;
 THENCE S 36°23'33" E A DISTANCE OF 50.00' TO A POINT;
 THENCE S 53°36'27" W A DISTANCE OF 50.00' TO A POINT WHICH IS THE TRUE POINT AND PLACE OF BEGINNING, HAVING AN AREA OF 2,500 SQUARE FEET OR 0.057 ACRES.

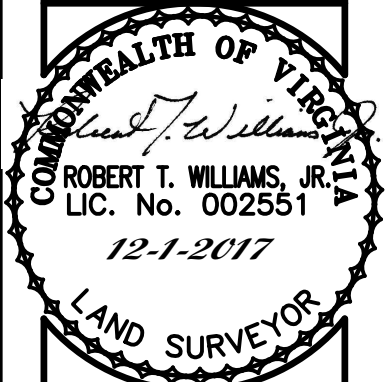
EXHIBIT B
(PAGE 2 OF 2)
EASEMENT EXHIBIT

MATCHLINE
SHEET 1

GRAPHIC SCALE 1"=60'



FOR
CLARKNEXSEN
1331 L Street, NW
Suite 600
Washington, DC 20005
202.461.3260



SITE INFO:
HUNTERDALE

400 FAIRVIEW DRIVE
FRANKLIN, VA
23851
SOUTHAMPTON COUNTY

DESIGN:	JAW
DRAWN:	RTW
REVIEW:	JYY
TTV DATE:	5/23/17
COMM. NO.:	5833-633

SUBMITTALS		
SYM	DESCRIPTION	DATE
△	EASEMENT EXHIBIT	12/1/17

FINAL LEASE EXHIBIT

SHEET NO.:
2 OF 2



*Office Of The City Manager
R. Randy Martin*

February 22, 2018

To: Mayor & Council members
From: R. Randy Martin, City Manager
Subject: Verizon Property Lease

Enclosed is a cover letter from the City Attorney with attachments regarding the lease of City property for Verizon to construct a tower that is expected to improve cellular service significantly in a section of the community that has the poorest reception in the City. This process requires a public hearing after which, if the lease is authorized by Council, will allow the pursuit of a required zoning action to permit construction of the tower.

This action will culminate more than 3 years of consideration by Verizon and the City of various options to provide improved E – 911 communication service in the north and western sections of the city and improved cellular service within the same area. Council has been advised over the period of options under consideration, but I want to briefly remind all parties of the major considerations along the way. The Police Department and other first responders have for several years advised of communication issues related to the lack of tower coverage in sections of the city's service area. Verizon approached the City initially to add antennas to improve their service by co-locating with existing city communication antennas on the Hunterdale water tank.

The city was in the process of negotiating a tank maintenance contract and the selected provider raised concerns about tank maintenance implications when antenna equipment is located if a third-party is involved and how in their experience, conflicts often arise that could jeopardize tank maintenance contract warranties. This would also limit the city's ability to use any available space to upgrade its communication equipment and/or otherwise expand the city's utility of the tank surface. This plan also did nothing to improve the already deficient 911 coverage.

Next, the city proposed alternative city owned sites for consideration for Verizon to locate a tower on which the city could co-locate communication equipment. For comparative purposes, the city also began to evaluate an option to do its own monopole tower. Council was briefed during Spring, 2017 budget work sessions and a monopole project was included for potential future funding consideration in FY 2020 – 2021. The staff made Verizon aware of its options. This action along with the increased need for Verizon to address its service issues in the same vicinity expedited Verizon's consideration of potential sites. City officials also found that even

though Verizon Wireless officials had indicated they did not care who owned the pole, the Verizon parent company preferred they own any facilities.

The city offered for consideration: the Hunterdale tank site if warranty concerns could be adequately advised; a site along Delaware Road next to the electric substation at that location; and, a site off Fairview Drive. Verizon evaluated the options as well as other privately owned potential sites and determined that the preferred site was the property off Fairview Drive. The company's agents have done several months of evaluation and determined this site to be the most effective in improving their service capabilities in the vicinity. The site also meets the city's needs in the area as Verizon has offered the city space on their new tower as part of the lease consideration. This site is large enough so that if any future provider needs any land, the proposed lease will allow the city to collect additional rent for the land area.

The construction and operation of the tower eliminates the need for the city to spend an estimated \$300,000 to build its own tower; eliminates the liability for the structure for the city (which would have insurance implications and costs); and results in much quicker construction of the facility with the noted benefits than the city's proposed monopole project. The revenue to the city from this lease will be a benefit as well while the cost of debt to construct a city-owned facility would be entirely on the city if tenants did not materialize to pay rent for access to the tower. The risks to the city are certainly less with the proposed lease, and management therefore recommends approval after the public hearing.

Representatives of the Police Department will be present to answer questions on the technical aspects of the proposed lease since they along with the City Attorney led negotiations.

Enclosures

OLD/NEW BUSINESS

- A. Utility Billing Discussion (Continued from 02/20/18)**
- B. City Manager's Report**



*Office Of The City Manager
R. Randy Martin*

February 21, 2018

To: Mayor & Council members
From: R. Randy Martin, City Manager
Subject: Utility Billing Discussion (Continued from 02/20/18)

At the conclusion of the February 20th Council work session, it was stated that the Council would continue the utility billing discussion at the February 26th regular meeting; therefore, the matter is included on the agenda under Old/New Business. In response to discussion at the work session,, the city administration has prepared additional information that is enclosed. Analysis of this information is as follows:

- 1) For Background, Councilman McLemore submitted three written utility relief proposals and a number of questions to city management via email at 4:20 p.m. on Friday, February 16 (copy enclosed). As noted, Councilman McLemore expected response to be available on the next work day which was the date of the meeting. Given the timing of the request and management's obligations to provide the report already being compiled for review by Council on February 20th, management was unable to provide all the information requested. Many of the requests were addressed in the report reviewed by Council at the work session but no specific analysis of the utility relief proposals was available.

With regard to Councilman McLemore's utility relief proposals, the only option he mentioned at the work session was "Plan A". As requested, the city administration has analyzed this proposal in terms of the impact on the electric fund only.

Based upon the enclosed electric fund analysis of "Plan A", implementation of this plan based upon staff's interpretation would result in a cumulative credit on all electric utility billings of an estimated \$713,666.37. The residential customer's share of this total would be \$463,887.14 while all other customer categories would share approximately \$249,779.23. The "average share" for each residential customer would be \$102.99 based upon the most recent billing period, but would vary widely of course depending on each customer's usage. For example, a customer who used 1,500 Kwh would realize a credit of approximately \$57.99 toward an electric billing of \$180.29. A 4,000 Kwh user's credit would be approximately \$164.64 on a \$480.76 bill while a 6,000 Kwh user would see a credit of approximately \$231.96 on a \$721.14 electric bill. These approximations are based upon an estimated per Kwh credit of 0.0387 cent.

As for the impact on the electric fund, in reviewing the report prepared by the Finance Department and included in the report to Council on February 20th as EXHIBIT 5, the estimated cash balance report would need to be altered as follows: The estimated cash receipts of \$831,633.19 for the period through 2/28/18 would be lowered to \$201,956.45; the actual SEPA bill has been received with the amount increasing from the estimated \$8,500 to the actual amount of \$10,753.49, the resulting net change in the estimated 2/28/18 cash balance would be \$946,392.85 (see updated Estimated cash balance report attached.)

Applying the credit will then lower the estimated net cash at 2/28/18 to \$232,726.40. In essence, the credit would reduce the cash balance to the lowest number ever and leave the fund unable to absorb any significant cost increases, meet any unexpected needs or the ability to respond to any emergencies (e.g. weather event which damages any significant amount of the infrastructure). The result would also leave an equivalent hole in this year's budget as revenues would be significantly less than budgeted. The only option available would be to alter the transfer of funds between funds which would adversely impact reserves and which would raise major red flags in the audit and financial bond rating reviews as I stated at the 2/20/18 meeting.

The final major impact if this credit is approved would be to alter the FY 2018 – 2019 budget in one of two ways. The Electric fund would require by Council policy a rate increase effective July 1, 2018 beginning the process of replenishing the cash reserves over the next fiscal year and beyond as necessary just as was required over the past six years to rebuild the fund to its current cash reserve status. Be reminded, this is the first time that the electric fund has achieved policy requirements through 12/31/2017 as reported at the February 12th meeting. Also be reminded, Director Bly stated at the 2/20/18 meeting that his proposed budget at this time for FY 2018 – 2019 does not include a request for an electric rate increase. This is in part based upon projected power costs but is also positively impacted by achieving cash reserve fund policy minimums. Director Bly estimates the rate increase would need to be 18.8% or \$30.00 per month per 1,000 Kwh usages. The only alternative for the FY 2018 – 2019 budget to address the impact of the credit is to lower the amount of the fund transfer which will increase property tax rates accordingly. The tax rate would need to increase by approximately 13 to 14 cents per \$100.00 of property valuation to equal the credit.

Given the short and long term consequences of the proposed utility credit "Plan A", city management recommends against approval. The benefit would be short lived with serious negative repercussions to follow. Council and staff have made difficult decisions over the past several years and stuck to the financial plan. To finally achieve the financial goals and policy minimums then take action to retreat forcing consideration of negative consequences in the next budget would be ill advised if not irresponsible.

- 2) As is the standard practice of Management on Citizen Time requests and questions, the following information relative to the February 12th comments is offered:
 - a) Individual customer account information to a great extent is confidential and therefore cannot be publicly released by the City. These matters are usually addressed in private meetings of staff with customers. As mentioned previously,

customers have already been in contact and engaged with management and staff to review accounts and address questions and concerns. In the weeks ahead, numerous other customers are expected to likewise be in contact with staff and management concerning implementing a Council approved payment plan over the next four months for the recent billing. I will offer some generalized observations on those who spoke based upon feedback and analysis thus far.

- b) Of the twenty citizens that spoke, one speaker does not have an account with the city currently but spoke on behalf of a relative; two speakers have a shared account; one speaker had a water & sewer billing issue with the electric portion of the bill almost unchanged from the prior month; another speaker is a water only customer with a bill less than \$50.00 who is not an electric customer; and one customer has a commercial account but spoke in support of assistance for the residential customers complaints.
- c) In analyzing, the net of 17 residential electric utility customer accounts represented in the comments, I offer the following: the average electric bill for these accounts for the recent billing was \$453.22 with the highest electric bill being \$875.09 and the lowest being \$94.14. Seven of the customer accounts represented had past due balances included of which five have been approved for assistance from either DSS or pledges received from other organizations. Two of those have been approved for the entire billed amount. One of the speakers only moved in and became a customer in December, 2017 and this was the customer's first bill. The Power & Light Department has already been contacted by several customers for energy audits, meter re-reads and other related requests. At least two of the speakers have been assisted with heating equipment concerns identified and customers notified. P & L staff while responding to a complaint identified a heat pump malfunctioning at another customer's residence and notified the homeowner of the problem. This customer did not speak at the meeting but has been prominently featured in television and print media coverage on this topic recently.
- d) Meter readings for the next billing to be sent in early March are underway this week. A staff review of a sampling of these readings verifies that the next bills are expected to be significantly lower. The sampling shows an approximate decline in usage of 50% over the most recent billing. A comparison of the temperatures which have significantly moderated for the period January 21, 2018 through February 21, 2018, directly correlates with this adjustment. (See attached temperature information for January & February, 2018). Any suggestions that an "equipment issue" resulted in higher bills during the prior month would appear to be unfounded. Once the new bills for this current billing period are calculated, management will be able to provide an actual comparison on cumulative usage between the periods.

In conclusion, I will continue to keep Council informed and respond to additional questions to the best of my ability.

From: Gregory Mclemore [mailto:g.mclmore@hotmail.com]
Sent: Friday, February 16, 2018 4:20 PM
To: Robert Randy Martin
Cc: frank Rabil
Subject: Question and proposals for 2/20 meeting

Dear Mr. Martin
2/16/18

To determine the cost to the City to implement revenue relief programs for the high utility bills under discussion it is imperative to factor in all associated cost and revenues involved therefore; Pursuant to the Charter of the City of Franklin, I am hereby requesting the accompanying documents to address the following questions. Where there is no collaborating documentation, I request the documented source(s) i.e. receipts, invoices, records, for justification of answers provided to these questions.

1. How much was the bills from VMEA for the last three months? Provide copy of actual bills?
2. What was the collected profit for the last three months from electric sold? Provide transfer documentation and bank deposits. Provide how much was from or goes to electric dept. reserve fund VS general fund account.
3. What is the monthly cost of operating the electric department minus electricity cost?
4. What is the amount for debt service that is paid from the electric dept. funds.
5. What is the current amount of the electric reserve funds account? Provide running total for the electric dept. reserve fund account for the last 3 months.
6. What is the billed profit for the month of January for the Water/ Sewer fund that were just sent out.
7. What are the itemized cost related to water treatment and sewage treatment. Receipts.
8. What is the separate and combine payroll cost monthly for staff associated with utilities in Franklin. Breakdown by dept. public works (water, sewage, trash) electric (field & Administrative).
9. What is the monthly vehicle fuel cost for water/sewage and electric depts.? (Receipts)
10. What is currently Franklin's kilowatt per hour rate to its customers?
11. How much more is Franklin's kWh rate over Dominion Energy
12. How much does Dominion Energy sell electricity to VMEA for?
13. How much of the general fund account goes towards operation of FP&E and Water/Sewage depts.?
14. What has the total profit for these two depts. been over the last three years?
15. Would it be cheaper for Franklin residents to purchase electricity from dominion energy directly?
16. What is the cost to treat water per gallon?
17. What is the cost to treat sewage per gallon?
18. What type of electric meters do we deploy?
19. How often is the equipment calibrated?
20. What type of meter reading equipment do we use (brand & specs)
21. Has FP&L ever brought in outside auditors to inspect its equipment like ADM etc.?

Councilman
Greg McLemore

Utility Relief Proposal Plans
By
Councilman Greg McLemore
2/16/18

- Plan A

To offer relief to citizens for the high January utility bills by only charging the amount of the annual average utility bill plus 15% while forgiving the remaining amount of the January bill along with late fees and penalties. The forgiven amount would come from utility reserves accordingly by department.

Plan B

- Determine the amount of profit that is associated with the January billing cycle for utilities and divide that amount in credits for all utility customers while waiving all late fees and penalties. Use the reserve funds to pay monthly expenses for the utilities.

Plan C

- Only citizens on fixed incomes, disabilities or beneath a certain income level would qualify for relief of amounts above average utility bill plus 15%. All other citizens are required to pay full January bill on the installment plan with forgiveness on late fees and penalties.

From: Tracy Gregory [mailto:tgregory@franklinva.com]
Sent: Thursday, February 22, 2018 2:51 PM
To: Robert Randy Martin
Subject: REVISED: Electric Fund - Estimated Cash Balance - February 28, 2018

-

Cash Balance, 2.20.18	\$ 2,576,843.47
<i>Estimated cash receipts, 2.21.18-2.28.18</i>	<u>201,956.45</u>
	\$ 2,778,799.92
<i>Estimated expenses, 2.21.18-2.28.18:</i>	
VMEA bill for January (due in February)	\$ (1,410,573.93)
US Dept of Energy (estimated)	(10,753.00)
Payroll expense, 2.23.18	(41,676.07)
Lineman services, thru January 11th	(13,387.07)
Transfer to General Fund, February	(160,000.00)
Debt service payment, to be posted	(144,000.00)
Purchases encumbered to be rec'd/paid	<u>(52,017.00)</u>
<i>Estimated cash balance, 2.28.18</i>	<u>\$ 946,392.85</u>

For comparison:

Cash Balance, February 2017	\$ 644,526
Cash Balance, February 2016	\$ 366,352
Cash Balance, February 2015	\$ 805,356
Cash Balance, February 2014	\$ 559,511
Cash Balance, February 2013	\$ 287,764

Cash Balance, 2.12.18	\$ 2,037,481.28
<i>Estimated cash receipts, 2.13.18-2.28.18</i>	<u>831,633.19</u>
	\$ 2,869,114.47
<i>Estimated expenses, 2.13.18-2.28.18:</i>	
VMEA bill for January (due in February)	\$ (1,410,573.93)
US Dept of Energy (estimated)	(8,500.00)
Payroll expense, 2.23.18	(40,000.00)
Lineman services, thru January 11th	(16,000.00)
Transfer to General Fund, February	(160,000.00)
Debt service payment, to be posted	(144,000.00)
Purchases encumbered to be rec'd/paid	<u>(52,017.00)</u>
 <i>Estimated cash balance, 2.28.18</i>	 <u><u>\$ 1,038,023.54</u></u>

For comparison:

Cash Balance, February 2017	\$ 644,526
Cash Balance, February 2016	\$ 366,352
Cash Balance, February 2015	\$ 805,356
Cash Balance, February 2014	\$ 559,511
Cash Balance, February 2013	\$ 287,764

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2018	Temp. (°F)		2018	Temp. (°F)	
Jan	high	low	Feb	high	low
<u>1</u>	26	5	<u>1</u>	59	32
<u>2</u>	29	5	<u>2</u>	56	23
<u>3</u>	35	3	<u>3</u>	37	14
<u>4</u>	28	16	<u>4</u>	57	27
<u>5</u>	26	7	<u>5</u>	46	27
<u>6</u>	23	-3	<u>6</u>	56	25
<u>7</u>	23	-11	<u>7</u>	66	36
<u>8</u>	42	9	<u>8</u>	44	30
<u>9</u>	55	26	<u>9</u>	54	23
<u>10</u>	54	22	<u>10</u>	65	32
<u>11</u>	68	31	<u>11</u>	74	64
<u>12</u>	70	61	<u>12</u>	68	40
<u>13</u>	60	27	<u>13</u>	39	36
<u>14</u>	30	19	<u>14</u>	50	37
<u>15</u>	37	22	<u>15</u>	71	48
<u>16</u>	44	27	<u>16</u>	77	49
<u>17</u>	35	21	<u>17</u>	48	37
<u>18</u>	35	16	<u>18</u>	54	32
<u>19</u>	53	19	<u>19</u>	51	34
<u>20</u>	59	33	<u>20</u>	67	51
<u>21</u>	64	27	<u>21</u>	74	58
<u>22</u>	64	39	<u>22</u>	76	59
<u>23</u>	73	47			
<u>24</u>	53	34			
<u>25</u>	45	25			
<u>26</u>	53	21			
<u>27</u>	66	27			
<u>28</u>	58	51			
<u>29</u>	51	37			
<u>30</u>	38	26			
<u>31</u>	40	19			

COUNCIL/STAFF REPORTS ON BOARDS & COMMISSIONS