

**AGENDA**

FRANKLIN CITY COUNCIL  
 MONDAY, JANUARY 22, 2018 – CITY HALL COUNCIL CHAMBERS – 207 W. SECOND AVE.

**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

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

CITIZENS' TIME

AMENDMENTS TO AGENDA

1. CONSENT AGENDA

A. Minutes: January 22, 2018 Called Meeting & Regular Meeting

B. Departmental Reports: December, 2017 (Separate File)

2. FINANCE

A. FY 2017 – 2018 City Budget Amendment # 2018 – 09

3. OLD/NEW BUSINESS

A. Police Department Annual Update

B. Derelict Property Ordinance

C. Charter Cable Franchise Discussion

D. City Manager's Report

4. COUNCIL/STAFF REPORTS ON BOARDS/COMMISSIONS

5. CLOSED SESSION

I move that the Franklin City Council meet in closed session to discuss appointments to boards and commissions, to discuss the performance and evaluation of employees; 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).

Motion Upon Returning to Open Session- I move 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.

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.

<b><u>SUBJECT</u></b>	<b><u>TENTATIVE TIME LINE</u></b>
<b>Parks &amp; Recreation Department Report</b>	<b>February 12, 2018</b>
<b>Joint School Board/City Council Work Session (Proposed)</b>	<b>February 21, 2018 (TENTATIVE) 6:00 pm – 7:30 pm @ Franklin Business Center</b>
<b>Charter Communications Franchise Public Hearing</b>	<b>February 26, 2018</b>
<b>Verizon Tower Lease</b>	<b>February 26, 2018</b>
<b>2018 General Reassessment Update</b>	<b>February 26, 2018</b>



***Resolution of Appreciation  
For  
Everett C. Williams, Jr.***

**WHEREAS**, the City of Franklin is a member of the Southeastern Public Service Authority and is represented on the authority by a person appointed by the Governor of Virginia, and

**WHEREAS**, Everett C. Williams, Jr., was the first gubernatorial appointee to the SPSA Board for the City of Franklin, and

**WHEREAS**, his educational background, his service to his Country as an Air Force pilot, 29-year career as an executive with Ford Motor Company involving product and business planning, safety and regulatory experiences and business counseling services to small businesses uniquely prepared him for the challenges confronting SPSA over his 8-year career as a SPSA Board appointee for the City of Franklin from January 1, 2010 to December 31, 2017, and,

**WHEREAS**, while Everett C. Williams, Jr., was appointed to the SPSA Board, he served in many capacities to the SPSA organization such as the Vice-Chair; on the Executive Committee, on the Commercial/Private Hauler Committee and serving the City of Franklin with his knowledge and experience while negotiating new Use and Support agreements between the SPSA members, Standard Operating Procedures for SPSA and just in general by investing himself to know every operation and facility belonging to SPSA.

**WHEREAS**, when Everett C. Williams, Jr. was first appointed to the Board, SPSA was on the brink of bankruptcy and in debt by \$250 million and his skills helped SPSA recover financially to the extent SPSA is now debt free and looking forward to facing the challenges of municipal solid waste and its management by the SPSA organization, and

**NOW, THEREFORE, BE IT RESOLVED**, it is with admiration and appreciation for 8-years of service to the Franklin community, the City Council says Thank You for a job well done.

**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 Everett C. Williams, Jr. thereby forever preserving and recording its gratitude.

Adopted: January 22, 2018

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*Mayor Frank M. Rabil*

*Attest:* \_\_\_\_\_  
*R. Randy Martin, Clerk of Council*

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**CONSENT AGENDA**

- A. Minutes: January 22, 2018 Called Meeting & Regular Meeting**
- B. Departmental Reports: December, 2017 (Separate File)**

**Franklin City Council  
Called Meeting  
January 8, 2018 – 6:00 p.m.**

The Franklin City Council met in a called meeting at 6:00 pm on Monday, January 8, 2018 in the Council Chambers. The purpose of the Called Meeting was to hold a Work Session to discuss with interested citizens proposed derelict property regulations. The work session is scheduled to precede the Regular Meeting scheduled for 7:00 p.m.

**Council Members in Attendance:** Frank Rabil, Mayor; Barry Cheatham, Vice-Mayor; Benny Burgess, Linwood Johnson, Mary Hilliard, Bobby Cutchins and Greg McLemore (note: Councilman Johnson arrived shortly after the meeting was called to order).

**Staff in Attendance:** Randy Martin, City Manager; and Taylor Williams, City Attorney; Brenda Rickman, Commissioner of Revenue; Dinah Babb, Treasurer; Donald Goodwin, Director of Community Development; and, Vince Holt, Director of Emergency Services.

**Others in Attendance:** Dan Howe, Executive Director, DFA; and Stephen Faleski, Tidewater News Reporter.

Mayor Rabil called the meeting to order and stated the purpose of the work session to be for the public to give input to Council and ask questions regarding the draft derelict property regulations that had been discussed for some time at several meetings.

Mayor Rabil then recognized Manager Martin who asked Donald Goodwin, Community Development Director to give an overview of the history of the discussion on this topic and to describe the benefits this additional tool would provide for the health, safety and welfare of the citizens while addressing concerns raised about the condition of the city's housing stock. He also described the intent as being to provide a tax abatement incentive to property owners to improve their property. Director Goodwin also reviewed the definition of a derelict structure and the criteria to be used in administering the program.

Mayor Rabil then asked citizens present for their input, comments and questions requesting that citizens should limit comments to five minutes to give all interested parties an opportunity to comment. He stated this was an informal public comment period not a formal public hearing, but all input is desired as the Council intends to consider action on the regulations at the January 22, 2018 regular meeting.

**Citizens Comments:**

**Mr. Lee Barnes of Richmond, Virginia-** Addressed Council expressing concerns about rental properties he owns in Franklin. He was concerned that certain properties were being targeted by the City for enforcement. He described a property he owned on High Street that was no longer allowed to be used as a duplex and it has been vacant for some time. He also expressed concern about a four plex he owns on 2<sup>nd</sup> Avenue in the 500 block that likewise has been vacant for several years. He had been encouraged by his attorney not to speak previously, but upon becoming aware of this meeting he chose to speak out. He described his experiences in Richmond, commented on the need for affordable housing and his efforts to purchase Franklin foreclosure properties. He requested he be allowed to use the High Street property as a duplex and commented further on the 2<sup>nd</sup> Avenue property. He explained that his financing for these properties are connected and total a \$1.0 million package.

Councilman McLemore then questioned Council's ability to interact with residents on this topic. Councilman Johnson also indicated a desire to discuss. Mayor Rabil advised that the Council should let the residents comment then have dialogue with Council.

**Franklin City Council  
Called Meeting  
January 8, 2018 – 6:00 p.m.**

**Mr. Bobby Tyler, Franklin, VA**- Addressed Council regarding the proposed regulations. He indicated support for the tax abatement incentive aspects of the ordinance. He raised concern and questioned the necessity for the enforcement provisions of the draft in consideration of the existing enforcement tools the City already has to deal with blighted and dilapidated properties. He believes the abatement incentive to be the priority not the ability to demolish if the owner does not act to renovate. He suggested this allows the owners to wait for better economic times to renovate in cases where the buildings are not blighted. Mr. Tyler referenced the Barnes property in the 500 block of 2<sup>nd</sup> Avenue indicating a picture of the building on the National Register, and described it as a unique structure.

**Ms. Jennifer Bernocco, Franklin, VA**- Addressed Council and referenced property she owns at 604 N. High Street that had been vacant for 6 years. She expressed concerns for the historic district and the adverse impacts this regulation could have for properties in the historic district. She does not want properties around her house demolished. She desires to renovate her property.

Councilman McLemore commented that he desired the Council act at this meeting on the derelict regulations. He questioned whether Council had agreed to act at the next regular meeting.

Manager Martin referenced the December 11, 2017 minutes and read the action of Council was to schedule this work session and act on the matter on January 22, 2018 at the next regular meeting.

**Mr. Dan Howe, DFA Director** – Addressed Council next and questioned the need for other actions other than derelict. Mayor Rabil clarified that the other actions he questioned were already in place.

Councilman Johnson made comments about growth and development. He suggested a committee be created to evaluate the derelict regulations, because he felt the current draft was not favorable based on the comments received. He questioned some of the wording in the draft, he noted the “better times” comments and compared to the state holding off on some things until better times. He also commented on the flat economy in Franklin and the region as a whole.

Councilman Cutchins commented that the City cannot afford to undertake large scale demolition of properties that some citizens have expressed concern about.

Councilman McLemore asked Mr. Barnes to elaborate on his financing concerns and available options for borrowings. Mr. Barnes responded then further elaborated on the zoning status of his earlier referenced properties.

Manager Martin advised Council that the discussion regarding Mr. Barnes referenced properties were not consistent with the intent or relevant to the advertised purpose for this meeting. Councilman Burgess commented that he agreed with the Manager that the discussion was not on topic with the purpose of this meeting.

Ms. Jennifer Bernocco again commented on the Richmond example and referenced the Treasurers’ report to Council at the previous meeting.

Councilman Johnson again suggested a committee be organized as soon as possible.

Mayor Rabil then asked for any final comments from citizens.

**Franklin City Council  
Called Meeting  
January 8, 2018 – 6:00 p.m.**

Mr. Bobby Tyler reiterated his support for what he called a “great initiating part of the ordinance draft”. The “stick” is the problem.

Ms. Jennifer Bernocco again cited the historic guidelines already in place and urged the City to follow them including nuisance provisions.

**ADJOURNMENT**

Mayor Rabil thanked everyone for attending and participating. He then declared a brief recess before the 7:00 p.m. regular meeting.

**Mayor Rabil recessed the meeting at 6:58 p.m.**

**These Minutes for January 8, 2018 City Council Called Meeting were adopted on the 22<sup>nd</sup> day of January, 2018.**

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**Mayor**

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**Clerk to City Council**

The Franklin City Council held its regular meeting on Monday, January 8, 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; Russ Pace, Director of Public Works; 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:** Dan Howe, Executive Director of Downtown Franklin Association; Amanda Jarratt, President and CEO of Franklin Southampton Economic Development, Inc.; 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.

### **CITIZENS' TIME**

Mr. Thomas Councill, Jr. of 425 Bracey Street addressed the Council about the racial and gender division within the City of Franklin. Mr. Council asked that the Council develop a taskforce to look at the issues concerning the racial and gender divide to find solutions to bring unity to the City of Franklin. Mr. Councill wants to see the City of Franklin progress and prosper.

### **AMENDMENTS TO AGENDA**

There were no amendments to the agenda.

### **Minutes: December 11, 2017 Regular Meeting**

Mayor Rabil asked if there were any questions or corrections to the December 11, 2017 Regular meeting minutes. Councilman Burgess stated that on page 7, 20 lines from the top the date needed to be changed from 2017 to 2018.

Mayor Rabil asked for a motion. Councilman Burgess made a motion to approve the minutes with the corrections as noted and Councilman Johnson seconded the motion.

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

### **Departmental Reports: November, 2017**

There were no questions or comments concerning the November, 2017 departmental reports.



**OLD/NEW BUSINESS****Youth Activity Opportunities Discussion**

Mayor Rabil expressed the recent desire of citizens and Council members to discuss possible youth activity opportunities in our community. Mayor Rabil opened the floor for discussion.

Councilman Johnson made a motion to organize workshops or form a taskforce with members who work with the youth and can relate to them. Councilman McLemore seconded his motion.

Councilman Burgess asked for clarification on the motion and stated his opinion that it should be delayed until a little later after discussion on the topic. Councilman Burgess expressed that the Parks & Recreation Department should be the concentration when discussing youth activity opportunities since that is their job.

Councilman McLemore expressed his unhappiness that his request to add some topics to the agenda were not listed for discussion. He also commented on the fact that he does not feel that the City has enough programs for all the youth. Councilman McLemore voiced his opinions on what he felt like were failed opportunities in providing sufficient activities for the youth and the injustice of not having a full-time Director for the Parks & Recreation Department. He specifically mentioned the armory and skating rink.

Mayor Rabil requested that Attorney Williams advise the Council and citizens on the issues of the National Guard Armory and the Isle of Wight skating rink.

Attorney Williams stated that the City of Franklin and Isle of Wight County agreed to a forty-year lease where Isle of Wight would build a skating rink. Approximately thirty-eight years into the lease, Isle of Wight decided that there was not enough participation to warrant keeping the rink open, so it was closed. There was a brief time when Isle of Wight leased the building to a skating club that closed, and since then the building has fallen into a state of disrepair from its lack of use.

In reviewing the issues with the Armory building he noted that it is an aging building. When the City utilized it for recreation in the past, there were numerous problems with the structure including heating. It needs a new boiler. The cost of the new boiler was over \$250,000 and the City would be responsible for paying for it as long as the National Guard had it to repay the City in the following budget year. The Guard did not have those funds available. There was also a problem with the flooring so all activities were discontinued because of safety reasons.

Manager Martin added that along with the issues raised by the City Attorney, there were a number of other reasons why the Armory is no longer used including lead based paint in the facility. The National Guard did not give the City an option to continue the agreement going forward. The City was not able to utilize the building for some time prior to the end of the agreement for various reasons.

Councilman McLemore asked that there be a public reading of the letter from the General on the request because he felt like the nature of the letter was not interpreted correctly.

Mayor Rabil stated that currently Parks & Recreation are looking for opportunities and based on the direction that is taken the City will need volunteers to be coaches and mentors for the youth in our community. Mayor Rabil reminded Council of past experiences where they had tried to form committees

and had little to no participants. Instead of trying to form a committee, Mayor Rabil suggested that all interested parties come together with the City to find alternative solutions.

Councilman Johnson stated that Council needs to know what programs are available and what we can do to address the issue of activities for youth ages 15 to 19.

Mayor Rabil asked Manager Martin to schedule the Parks & Recreation update for the February timeframe. Manager Martin stated that he would make sure it was put on the agenda. Mayor Rabil stated that there needs to be a representative from the Department of Parks & Recreation available in order to answer the questions that are being asked.

Mayor Rabil stated that it would be more prudent to get the answers to the questions concerning this issue before any motions are made and voted on.

Vice-Mayor Cheatham asked for a definite time for the Parks & Recreation update to either the first or second meeting in February and he would request that it be the first meeting if possible.

Councilman McLemore questioned why the items he has asked to be on the agenda and why there was no staff from the Parks & Recreation Department at this meeting.

Manager Martin stated that it was not included because his request was made during the holiday and the fact that due to the holiday and weather event the staff only had one day to get the agenda out and he did not elect to invite anyone from Parks & Recreation to be at the meeting because they were already being scheduled to give an update at an upcoming meeting. Manager Martin stated that there are already some citizens in the faith based community with the same objectives as the City to address this area of concern.

Councilman Johnson withdrew his motion.

Councilman Burgess asked that the Department of Parks & Recreation do some research on what other communities are doing on the same subject and what programs they are offering in order to find a solution to address the Youth Activities here in Franklin.

Councilwoman Hilliard commented that the faith based community is doing a marvelous job in maintaining activities for the youth in the City of Franklin and she requested that they not be left out of this discussion.

Councilman Burgess asked that members of the faith based community be invited to that same meeting to talk about this topic. Mayor Rabil stated that they would be extended the invitation.

### **Fairview Drive Property Farm Lease**

Mayor Rabil recognized Attorney Williams to present the Fairview Drive Property Farm Lease. Attorney Williams stated that the farm lease for 30.5 acres of land located along Fairview Drive expired on December 31, 2017. The RFP was advertised in the same way as we have in the past for a "Farm for Rent" in the Tidewater News. Attorney Williams sent a copy of the advertisement to a list of farmers who have responded in the past with interest in the various farms owned by the City. The notice offered a 4-year lease beginning January 1, 2018 and ending December 31, 2021. The high bidder has offered to rent

the property for a sum higher than what was paid in the last lease. A copy of the proposed lease is attached for your review.

Attorney Williams requested that Council authorize the City Manager to execute the lease on behalf of the City for the rent offered and for the term offered.

Councilman Johnson asked Attorney Williams of the bids received how many came close to the highest bid. Attorney Williams replied that there was only one bid received for this farm lease.

Councilman Johnson made a motion to approve the lease for the amount and term of the lease, and authorize the City Manager to execute the lease on behalf of the City of Franklin. Vice-Mayor Cheatham seconded the motion.

The motion was approved by a 7 – 0 vote.

### **State Health Insurance COVA Local Option Program Participation Decision**

Manager Martin commented that the January 15, 2018 deadline to indicate the City's willingness to commit to participate in the new State Health Insurance COVA Local Option Program for FY 2018 – 2019 is quickly approaching.

Manager Martin reported at a previous meeting that this plan closely mirrors the state employee plan and offers desirable flexibility, additional options and anticipated improved stability and less severe fluctuations in rates than the City's current plan TLC (The Local Choice) which is a statewide pool that Franklin has been in for decades.

The state must have minimum participation of 5,000 employees and 10,000 total individuals covered to create the plan. The key information not available at the last meeting necessary to finalize a recommendation was the projected cost of TLC for the new plan year for Franklin. During the holidays, TLC provided a projection of the rates. The bottom line is a 30.8% increase in premium for Franklin's renewal. This follows a 10.3% increase last year. Based upon this increase, the TLC rates will be significantly higher than the COVA Local rates quoted. Given the cited advantages of the COVA Local plan, Manager Martin asked Council to authorize him to execute the necessary documents to commit the City to the COVA Local plan for the FY 2018 – 2019 if there is enough participation to bring this plan to fruition. He noted COVA requires a three year commitment to stay in the plan.

Manager Martin provided Council with the difference in the cost of the two plans: 1) COVA is estimated to be 17% higher than this year's cost, which is an increase of \$238,000; and, 2) staying with TLC estimated to be a 30.8% increase which is an increase in cost over this year of approximately \$538,000. Either plan is going to provide some challenges to the City in regards to the budget.

After some discussion by Council, Mayor Rabil asked for a motion.

Vice-Mayor Cheatham made a motion to authorize the City Manager to execute documents necessary to commit the City to the COVA plan for FY 2018 – 2019 if enough participation is committed by the January 15, 2018 deadline and Councilman Johnson seconded it.

Mayor Rabil asked if there any other questions or comments, hearing none Council voted.

The motion was approved with the vote as follows:

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

### **City Manager's Report**

Manager Martin reported that the Verizon Cell Tower Lease is planned to be included for discussion on the January 22<sup>nd</sup> Regular Council meeting agenda.

Manager Martin advised that he had a couple of good news items to share. He reported that the Corrective Action Plan required by DEQ to satisfy compliance items cited at the City's Wastewater Treatment Plant last year were submitted to DEQ prior to the deadline of December 31<sup>st</sup>. He also reported that on December 14, 2017; Moody's published updated enhanced bond ratings and Franklin's General Obligation bond rating was upgraded to Aa1. Only a handful of Virginia local governments were positively impacted by the updated methodology for evaluating local government finances and rating debt issued by local governments and public utilities that benefit from state aid intercept programs and financings. This is an important achievement that will result in taxpayer and rate payer savings in future indebtedness efforts. Congratulations to Council and staff for the fiscal management practices, policy adherence and other positive aspects of City finances that have contributed to this improved debt rating.

Manager Martin reminded Council about the Statement of Economic Interests that needed to be turned in by the deadline.

Mayor Rabil thanked all the City employees for their hard work during the weather event that occurred in the week preceding the January 8<sup>th</sup> meeting. He asked Manager Martin to share the Council's appreciation for all the efforts by the employees.

### **COUNCIL/STAFF REPORTS ON BOARDS & COMMISSIONS**

Vice-Mayor Cheatham shared that there would be a meeting of the Western Tidewater Regional Jail Board on Wednesday, January 10, 2018. He also stated there would be meetings for HRTPO and HRPDC on Thursday, January 18, 2018.

Councilman Johnson shared that he enjoyed the holiday season.

Mayor Rabil shared that there are upcoming meetings for the DFA Board and Business Friendly Committee in the next two weeks.

Mayor Rabil asked Director Dan Howe if there was anything else that needed to be shared in the Downtown happenings taking place. He reminded the Mayor of the StartUP Downtown programs second round. Mayor Rabil encouraged all those who are interested in this program to get their applications in to Ms. Amanda Jarratt and her group as soon as possible.

**The Council entered into closed session at 8:04 p.m.**

**Closed Session**

Councilman Burgess made the motion that the Franklin City Council meet in closed session to discuss appointments to boards and commissions; to discuss the performance and evaluation of employees; 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.

**Motion to Return to Open Session**

Mayor Rabil reconvened the open session at 9:27 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 Councilman Cutchins.

The motion was approved by a 7 – 0 vote.

**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 9:28 p.m.**

**These Minutes for the January 8, 2018 City Council Regular Meeting were adopted on the 22<sup>nd</sup> day of January, 2018.**

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**Mayor**

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**Clerk to City Council**

**FINANCE**

**A. FY 2017 – 2018 City Budget Amendment # 2018 – 09**

## BUDGET AMENDMENT 2018-09

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FRANKLIN, VIRGINIA that the 2017-2018 City Budget is hereby amended to:

1. recognize additional revenues from the Virginia Land Conservation Foundation and to 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).

			BUDGET FY 17-18	Amended Budget	Increase/ (Decrease)
<b>100 General Fund Amendment</b>					
24040	0010	Virginia Land Conservation Foundation Grant	-	45,500	45,500
41050	0150	Use of Unassigned Fund Balance	491,280	507,830	16,550
<b>Total Revenue Amendment</b>					<b>62,050</b>
81100	3160	Professional Services	5,000	44,000	39,000
81100	3161	Recording Fees	-	1,500	1,500
81100	5304	Insurance - Other Property	-	5,000	5,000
93100	9261	Transfers to School Capital Project	-	16,550	16,550
<b>Total Expenditure Admendment</b>					<b>62,050</b>
<b>220 Foundation Grant Fund Amendment</b>					
18990	3001	Franklin/Southampton Charities	10,000	20,000	10,000
<b>Total Revenue Amendment</b>					<b>10,000</b>
32100	8117	Fire Prevention Other Grants	15,105	20,105	5,000
91450	4009	Pass Thru-Hunterdale Fire Volunteer	5,000	10,000	5,000
<b>Total Expenditure Admendment</b>					<b>10,000</b>
<b>251 Educational Capital Fund</b>					
41050	0001	Interest on Investments	-	617	617
41050	0100	Transfer from General Fund	-	16,550	16,550
41050	1000	Use of Fund Balance - Unused Loan Proceeds	-	127,066	127,066
<b>Total Revenue Amendment</b>					<b>144,233</b>
61000	7200	QZAB Loan Expenditures	-	144,233	144,233

*Certified copy of resolution adopted by  
Franklin City Council.*

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Clerk to the City

Agenda  
Franklin City Council  
January 22, 2018



Growth • Community • Spirit

Office Of The City Manager  
R. Randy Martin

August 10, 2017

Virginia Land Conservation Foundation  
C/o Mr. Clyde E. Cristman, Executive Secretary  
Virginia Department of Conservation and Recreation  
600 East Main Street, 24<sup>th</sup> Floor  
Richmond, VA 23219

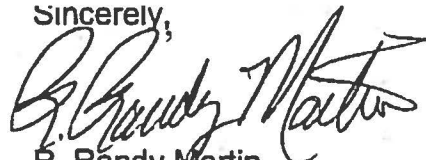
Re: VLCF grant application from the City of Franklin for the Riverview Walk Park property acquisition

Dear Mr. Cristman:

The City of Franklin is pleased to submit an application to the Virginia Land Conservation Foundation in the park and open space category to help Franklin acquire 21 acres along the Blackwater River.

In the grant application submitted by the City for the Virginia Land Conservation Foundation's FYI 7 grant round, our project budget includes a total match amount of \$150,000. This match is to consist of the value of the subject property to be donated to the City, with grant funding to be used for legal fees, survey fees, appraisal fees, title insurance, recordation fees, environmental assessment costs and related acquisition costs. The City is actively working with the landowners to obtain purchase agreements for the property (preliminary attached). We understand that VLCF will not grant funds for a project whose match is uncertain, and we agree that, if this project is funded through VLCF, we will commit our organization's resources to complete the project within the two-year time frame required by the VLCF program.

Sincerely,



R. Randy Martin  
City Manager



Virginia Land Conservation Foundation Project Endorsement Resolution # 2017 — 05

A RESOLUTION TO AUTHORIZE LAND ACQUISITION ALONG THE BLACKWATER RIVER ADJACENT TO THE HOLLAND - COUNCILL MEMORIAL BRIDGE AND THE CSX RAILWAY FOR THE PURPOSE OF CONSERVING OPEN SPACE

Whereas, the Virginia Land Conservation Foundation offers matching funds for the purchase of parkland properties; and

Whereas, the City of Franklin is seeking to acquire property for parkland, trail, and stormwater mitigation purposes, and

Whereas, potential properties along the Blackwater River adjacent to the Holland Council Memorial Bridge and the CSX Railway,

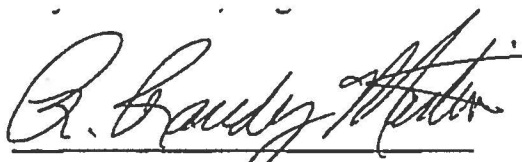
Now, Therefore, Be It Resolved, that the City of Franklin hereby agrees to provide a minimum 50 percent matching contribution for this project by utilizing the donation of a portion of the acquisition price of the land.


Be It Further Resolved, that the City of Franklin hereby agrees to enter into a project administration agreement with the Virginia Department of Conservation and Recreation to ensure the property acquired is to be available for public recreational and open space use in perpetuity.

Be It Further Resolved that the City of Franklin will be responsible for maintenance and operating costs of any property purchased using Virginia Land Conservation Foundation funding.

Adopted this 24<sup>th</sup> day of July, 2017

City of Franklin, Virginia

  
\_\_\_\_\_  
R. Randy Martin

Clerk  
  
\_\_\_\_\_  
Frank M. Rabil  
Mayer

# Franklin Southampton Charities

Post Office Box 276 • 403½ North Main Street • Franklin, Virginia 23851

Phone: 757/569-1611 • Fax: 757/569-1615 • email: fsc@franklinsouthamptoncharities.com

December 14, 2017

Mr. Randy Martin  
City Manager  
City of Franklin  
P. O. Box 179  
Franklin, VA 23851

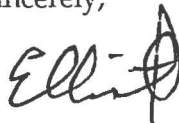
Dear Randy:

I am pleased to enclose a grant check in the amount of \$10,000, to be distributed to each of the 2 Fire and Rescue Units as follows. The Board of Directors of Franklin Southampton Charities is happy to be able to support this worthy program.

Franklin Fire Department	\$5,000
Hunterdale Fire Department	\$5,000

Please remember that we ask for a report on the usage of these funds prior to April 1 of next year. If you have any questions, please do not hesitate to contact our office.

Sincerely,



G. Elliott Cobb, Jr.  
Chair, Grants Committee

Enclosure

**OLD/NEW BUSINESS**

- A. Police Department Annual Update**
- B. Derelict Property Ordinance**
- C. Charter Cable Franchise Discussion**
- D. City Manager's Report**



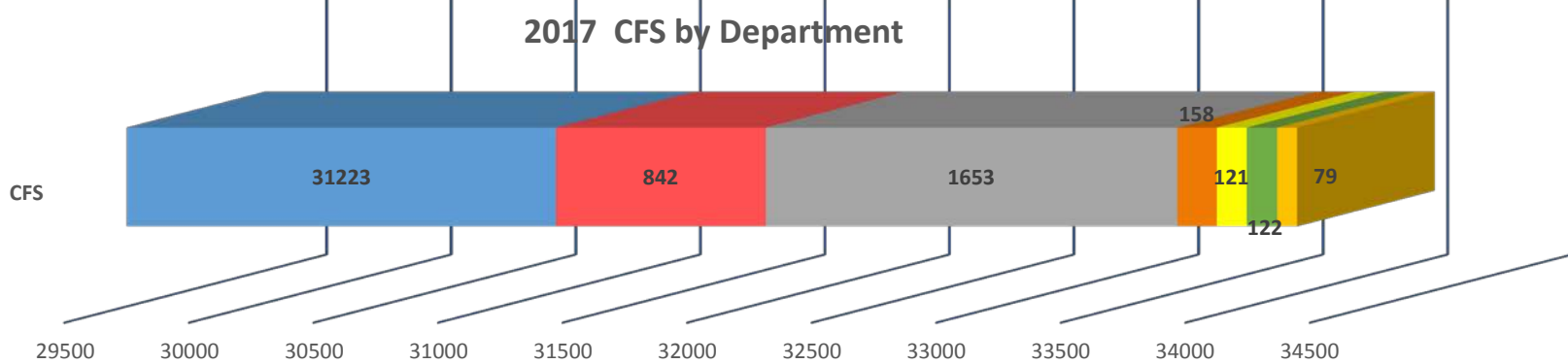
## 2017 Annual Report

Presented by: Phillip M. Hardison  
Chief of Police  
22 January 2018

# 2017 Calls for Service by Department

- ❖ 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

# Calls for Service by Department



	CFS
Police	31223
Station 1 Fire	842
Station 1 Rescue	1653
Station 5 Fire	158
Station 5 Rescue	121
Power and Light	122
Public Works	79

# Communications

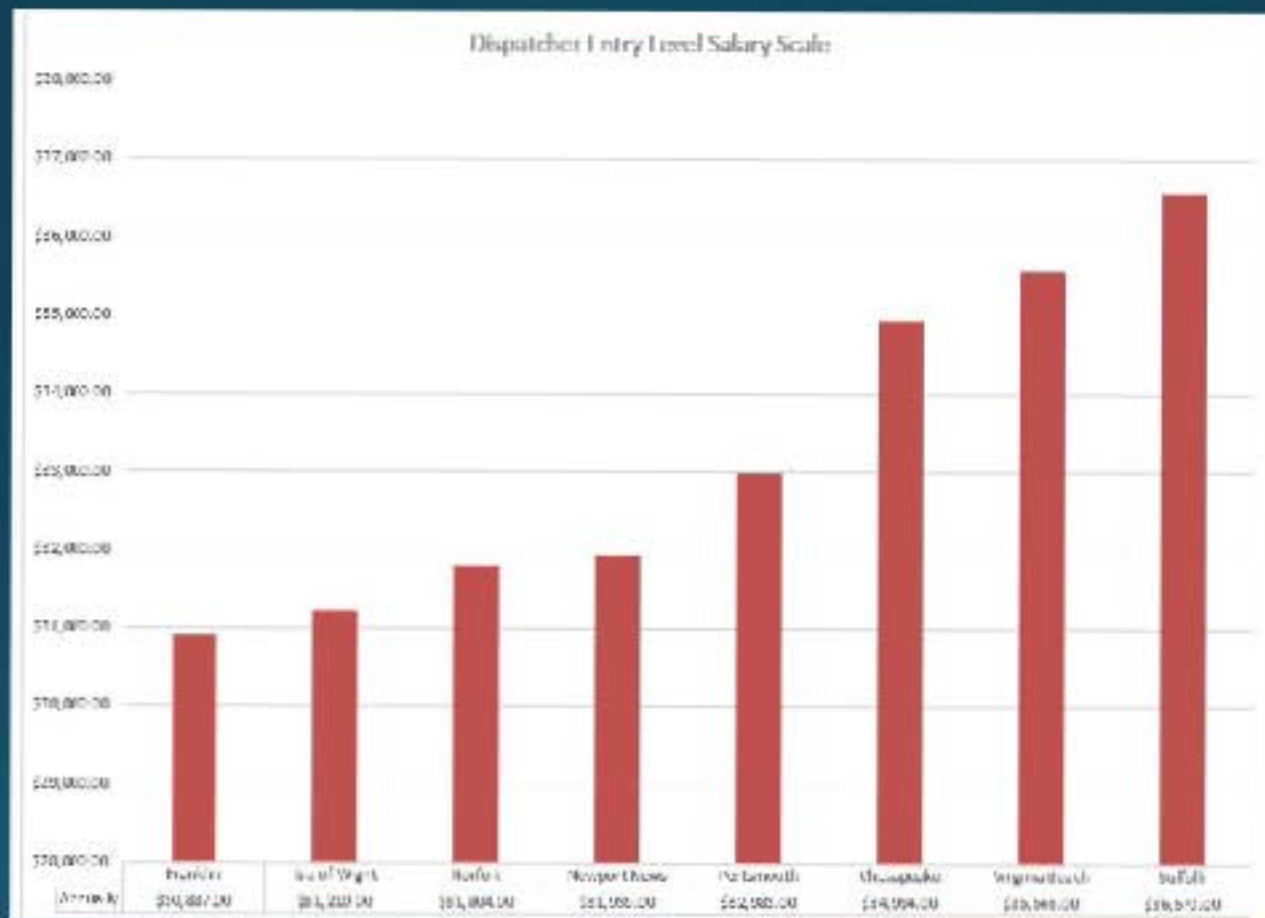
- ❖ Radio build-out is now about 95% complete
- ❖ Coverage and voice are improving as a result
- ❖ Still a need to replace the balance of the City Wide System
- ❖ New Generator ordered on September 29, 2017
- ❖ New generator will run the entire building rather than just critical equipment
- ❖ Installation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

# Communications Staffing

- ❖ 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



# Dispatch Entry Level Salary



# Uniform Patrol

- ❖ 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+

# Crime Statistics Breakout

- ❖ 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

# Crime Stats Continued

- ❖ Larceny Vehicle Theft – 17
- ❖ Drug Offenses – 89
- ❖ Gun shot calls – 71
- ❖ Weapons Violations – 32
- ❖ Assault on Law Enforcement - 6

# Detective Bureau

- ❖ 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

- ❖ 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

- ❖ 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

- ❖ 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



# Drugs Continued

- ❖ 500 rounds of ammunition
- ❖ Automobiles seized - 2
- ❖ U.S. Currency - \$250,632.50
- ❖ Total Street Value of all drugs seized –  
\$1,383,400.50

# Drugs, Continued





Drugs, Continued  
\$1,610.00



Drugs, Continued  
5 Kilograms Cocaine



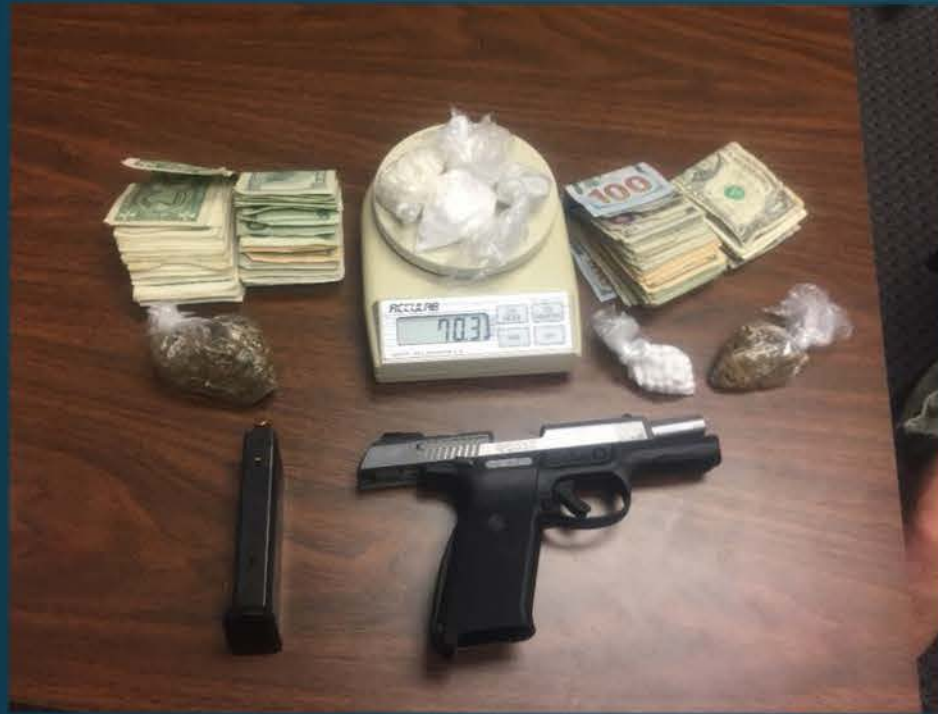
## Drugs, Continued

- ❖ 5.5 Ounces of Marijuana
- ❖ \$462.00



## Drugs, Continued

- ❖ 1 kilogram of Heroin



# Drugs, Continued



## Drugs, Continued

❖ \$235,000.00  
Seizure



# Narcotics Detection K-9

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

## K-9 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

2017

## **Felony Offenses**

- ❖ Robbery – 3
- ❖ Burglary -- 5
- ❖ Malicious Wounding – 1
- ❖ Grand Larceny – 8
- ❖ Unauthorized use of a vehicle - 1

# Juvenile Crime, Continued 2017

- 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

- **Felony Offenses**
- Armed Robbery – 1
- Forgery – 1
- Receive Stolen Goods > \$200 – 1
- **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

- ❖ 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

# Recruitment and Retention

## ❖ Police

❖ Authorized sworn strength of 30 personnel

❖ 5 Vacancies, 2 officers in the academy, 2 officers assigned to dispatch

❖ Dispatch 6 vacancies

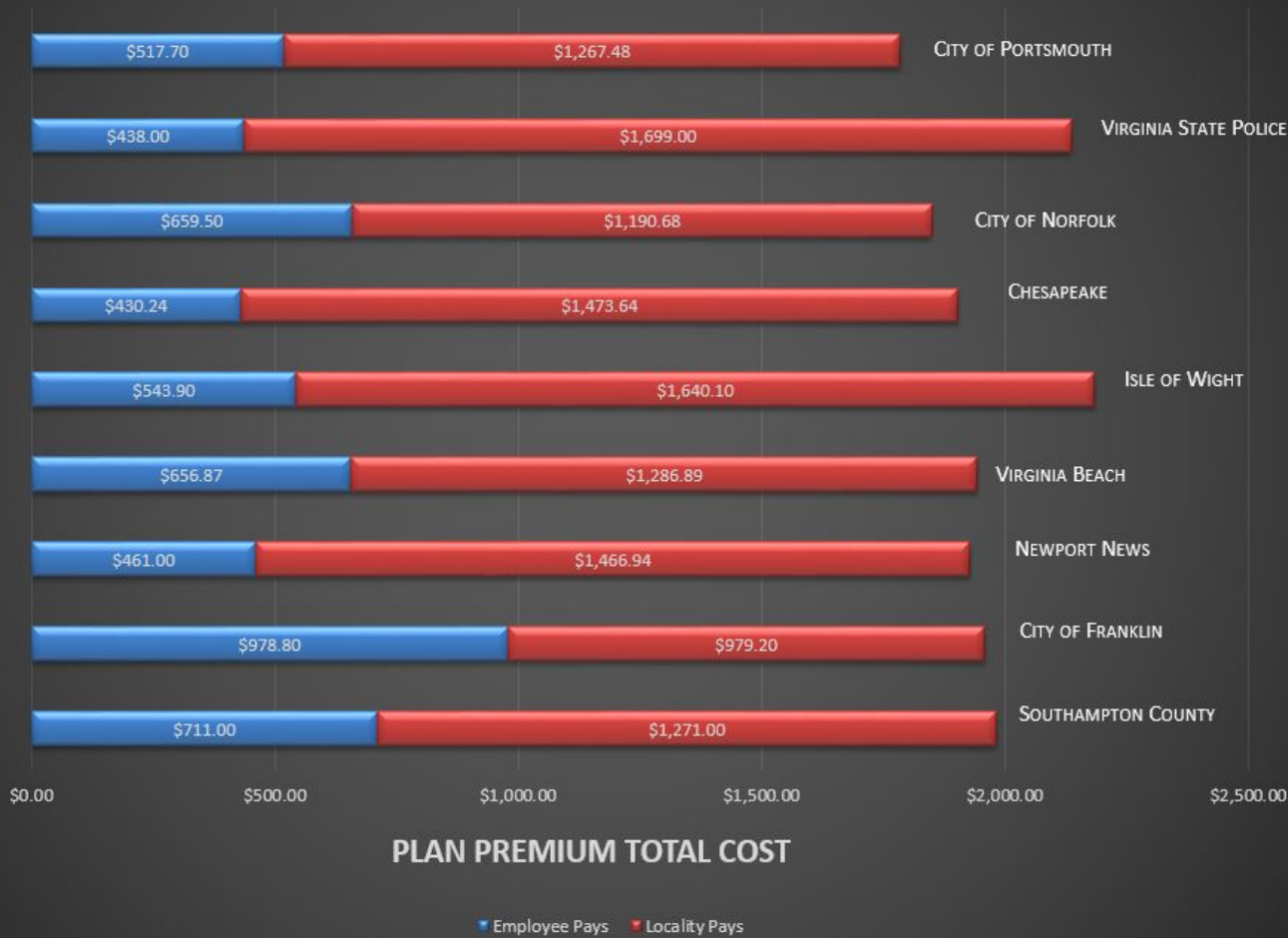
❖ Animal control 1 full time, 0 part time



# 2017 Personnel Shortage

- ❖ **Currently losing personnel 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.

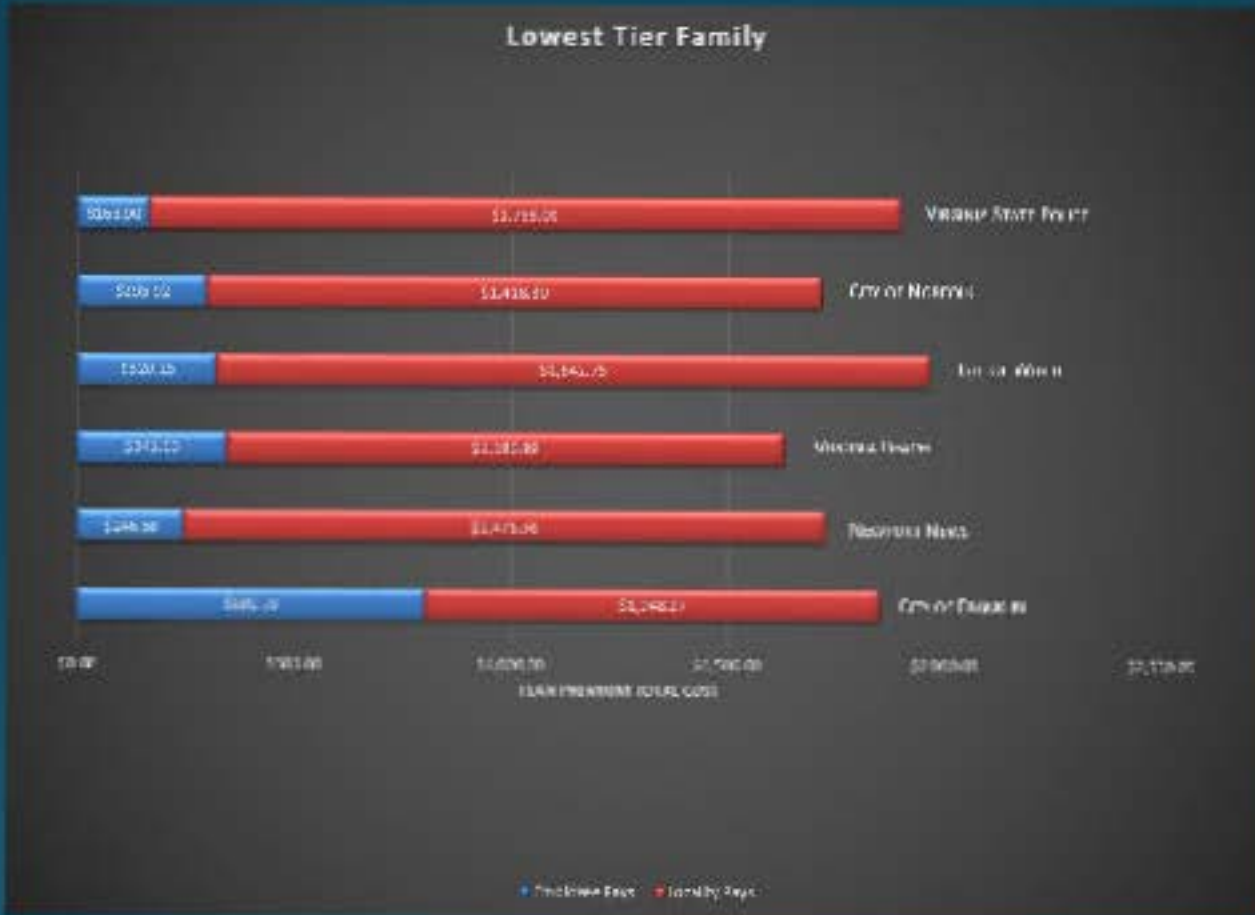
### Top Tier Family Plan



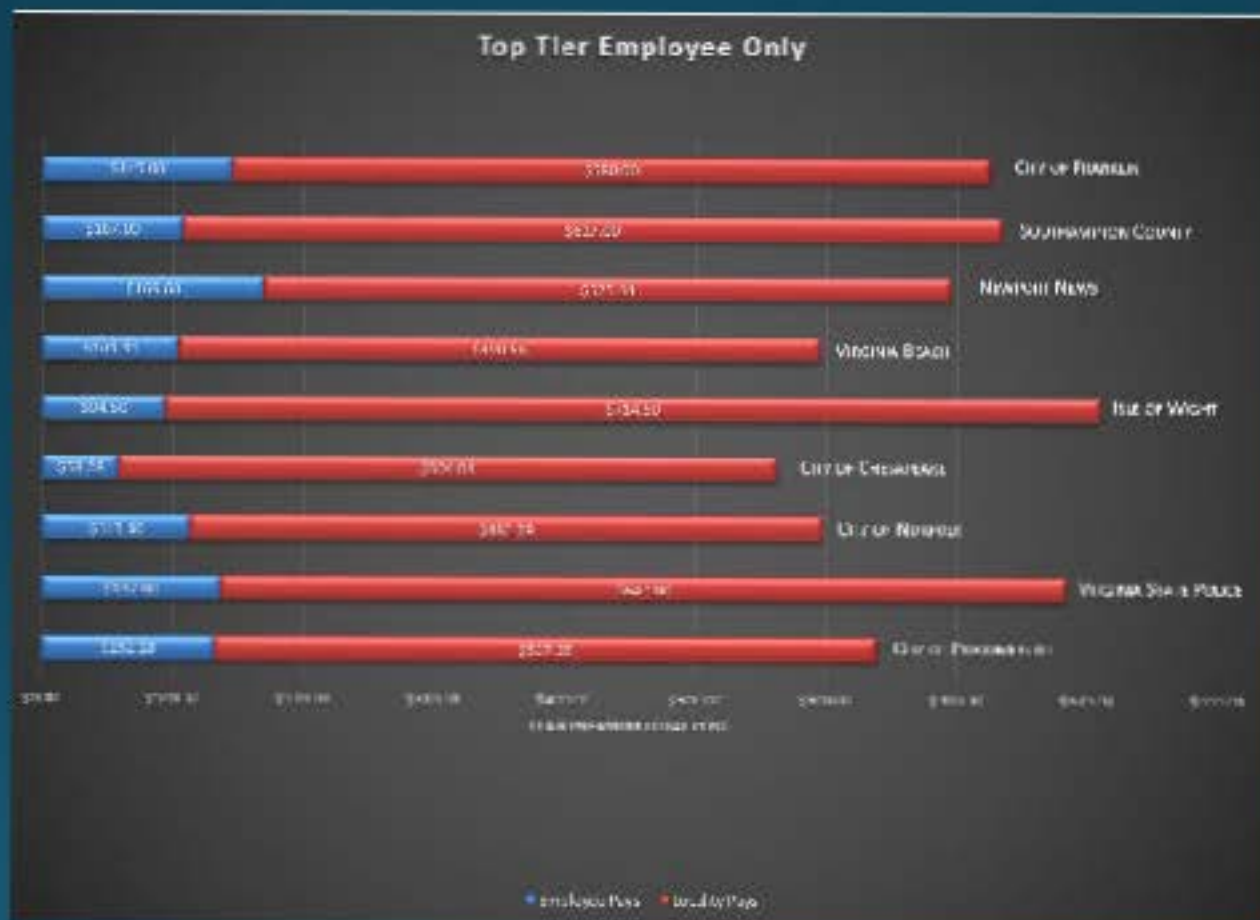
# Top Tier Family Plan

- For a City of Franklin entry-level police officer, the annual salary is \$44,044. If this individual should select the top tier insurance plan, the total monthly premium cost would be \$1,958 of which, the officer would pay \$978.80 and the City would pay \$979.20. Using the City of Chesapeake as a comparative, Franklin is higher salary wise. Chesapeake's entry-level police officer starts at \$42,396. If the officer were to also select Chesapeake's top tier family plan, the total monthly premium cost would be \$1,903.88 of which, the officer would pay \$430.24 and the City would pay \$1,473.64. As a result, even though Franklin's salary is nearly \$1,700 more, the officer would net a take-home pay of \$4,935.60 more with the City of Chesapeake.

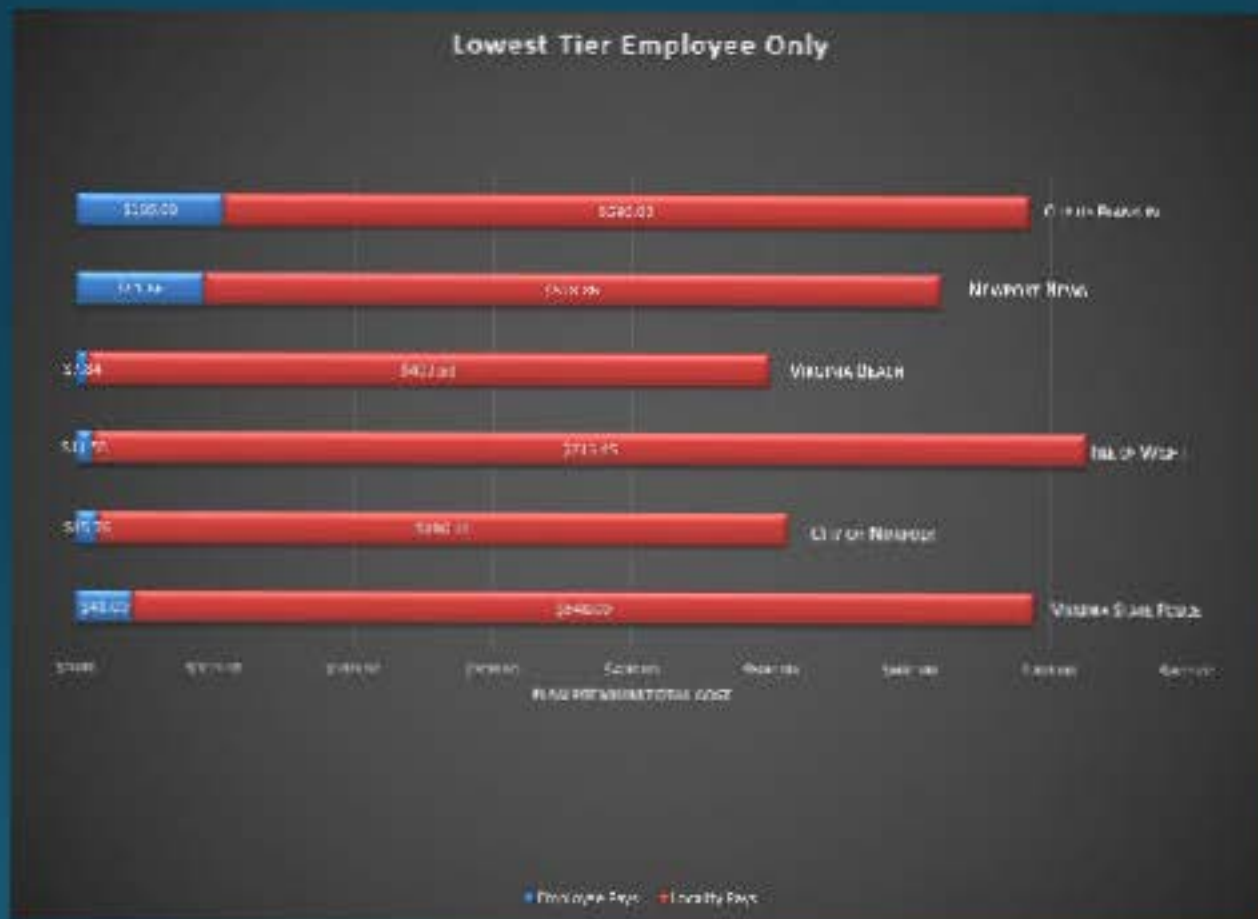
# Lowest Tier Plan



# Top Tier Employee Only



# Lowest Tier Employee Only



# Recruitment

## 2017 Police Applicants

- ❖ Total police applications received for police officer – 29
- ❖ Male – 24
- ❖ Female – 4
- ❖ White male – 15
- ❖ White female – 1
- ❖ Black male – 9
- ❖ Black female – 3
- ❖ Female other - 1

# 2016 Police Applicants

- ❖ Applications received – 32
- ❖ Male – 22
- ❖ Female – 10
- ❖ White male 17
- ❖ White female – 6
- ❖ Black male – 5
- ❖ Black female – 4

# 2015 Police Applicants

- ❖ Applications received – 33
- ❖ Male – 29
- ❖ Female – 5
- ❖ White male – 19
- ❖ White female – 3
- ❖ Black male – 7
- ❖ Black female – 2
- ❖ Male other - 2



# 2017 Communications Applicants

❖ Applications received – 29

❖ Male – 5

❖ Female – 24

❖ White male – 3

❖ White female – 16

❖ Black male – 2

❖ Black female – 7

❖ Female other - 1

# 2016 Communications Applicants

- ❖ Applications received – 5
- ❖ White male – 0
- ❖ White female – 3
- ❖ Black male – 0
- ❖ Black female – 2

# 2015 Communications Applicants

- ❖ Applications received – 23
- ❖ Male – 4
- ❖ Female – 19
- ❖ White male – 3
- ❖ White female – 8
- ❖ Black male – 1
- ❖ Black female – 11
- ❖ Female other - 1

# Recruitments Efforts

- ❖ 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

# Current Neighborhood Watch Groups

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

Questions?



**DEPARTMENT OF COMMUNITY DEVELOPMENT  
PLANNING - BUILDING INSPECTIONS – ZONING**

To: R. Randy Martin, City Manager

From: Donald E. Goodwin, CBO, CFM, Director of Community Development

Date: December 5, 2017

CC: City Council Members

RE: Council Consideration for adoption of a Derelict Buildings Program

---

At the request of City Council I have prepared a final draft of the proposed referenced ordinance in accordance with Code of Virginia Section 15.2 907.1 that authorizes local governments to require removal or repair of buildings declared to be derelict. This ordinance outlines the program regulations.

I have also attached a draft procedure and a tax abatement exhibit that will provide Council with a guideline as to how this office plans to implement the program and how the tax abatement is calculated for both demolition and rehabilitated buildings.

No public hearing is required for council to take action on the adoption of this ordinance.

**STAFF RECOMMENDATION: Adopt the proposed Derelict Buildings ordinance.**

THE CITY COUNCIL OF THE CITY OF FRANKLIN, VIRGINIA DOES ORDAIN AS FOLLOWS:

THAT AN ORDINANCE AMENDING CHAPTER 6 BUILDINGS AND BUILDING REGULATIONS, ARTICLE I IN GENERAL BY ADDING SECTIONS 6-6 THROUGH 6-10 TO THE CODE OF THE CITY OF FRANKLIN, VIRGINIA RELATING TO THE REMOVAL, REPAIR, ETC., OF BUILDINGS DECLARED TO BE DERELICT TO READ AS FOLLOWS:

**Sec. 6-6. – Authority to require removal, repair, etc., of buildings declared to be derelict.**

- (a) Any owner of property located in the City of Franklin shall at such time or times as the city may prescribe submit a plan to demolish or renovate any building that has been declared a “derelict building” by the Director of Community Development or his/her designee. For purposes of this section, “derelict building” shall mean a residential or non-residential building or structure, whether or not construction has been completed, that might endanger the public’s health, safety , or welfare and for a continuous period in excess of six months, it has been;
  - (i) Vacant,
  - (ii) Boarded up in accordance with the building code, and
  - (iii) Not lawfully connected to electric service from a utility service provider or not lawfully connected to any required water or sewer service from a utility service provider.
- (b) If a building qualifies as a derelict building pursuant to this ordinance, the city shall notify the owner of the derelict building that the owner is required to submit to the city a plan, within 90 days, to demolish or renovate the building to address the items that endanger the public’s health, safety, or welfare as listed in the written notification provided by the city. Such plan shall be on a form provided by the city and shall include a proposed time within which the plan will be commenced and completed. The plan may include one or more adjacent properties of the owner, whether or not all of such properties may have been declared derelict buildings. The plan shall be subject to the approval by the city. The city shall deliver the written notice to the owner and address listed on the real estate tax assessment records of the city. Written notice shall be sent via certified mail, with the city obtaining a U.S. Postal Service Certified Mail Receipt constituting delivery pursuant to this section.
- (c) If the city delivers written notice and the owner of the derelict building has not submitted a plan to the city within 90 days as provided in subsection (b), the city may exercise such remedies as provided in this section or as otherwise provided by law.
- (d) The owner of a building may apply to the city and request that such building be declared a derelict building for purposes of this section.
- (e) The city upon receipt of the plan to demolish or renovate the building, at the owner’s request, shall meet with the owner submitting the plan and provide information to the owner on the land use and permitting requirements for demolition or renovation.
- (f) If the property owner’s plan is to demolish the derelict building, and such plan is approved by the city, the building permit application of the owner shall be expedited. Furthermore, if the owner has completed the demolition within 90 days of the date of the building permit issuance, the city shall refund any building and demolition permit fees. This section shall not supersede any ordinance



adopted relative to historic districts. In addition the tax abatement process for demolition may not be available for any property which either is a registered Virginia landmark or is determined by the Virginia Department of Historic Resources to contribute to the significance of a registered historic district.

- (g) If the property owner's plan is to renovate the derelict building, and no rezoning is required for the owners intended use of the property, and such plan is approved by the city, the site plan or subdivision application and the building permit, shall be expedited. The site plan or subdivision fees may be refunded, all or in part, but in no event shall the site plan or subdivision fees exceed the lesser of 50 percent of the standard fees established by the ordinance for site plan or subdivision applications for the proposed use of the property, or \$5,000.00 per property. The building permit fees may be refunded , all or in part, but in no event shall the building permit fees exceed the lesser of 50 percent of the standard fees established by the ordinance for building permit applications for the proposed use of the property or \$5,000.00 per property. No fees shall be refunded until after a certificate of occupancy has been issued or a final inspection of the work has been approved by the Director of Community Development.
- (h) Prior to the commencement of a plan to demolish or renovate the derelict building, at the request of the property owner, the Commissioner of the Revenue or the real estate assessor shall make an assessment of the property in its current derelict condition. On the building permit application, the owner shall declare the costs of the demolition, or the costs of materials and labor to complete the renovation. At the request of the property owner, after demolition or renovation of the derelict building, the real estate assessor shall reflect the fair market value of the demolition costs or the fair market value of the renovation improvements, and reflect such value in the real estate assessment records. The real estate taxes on the amount equal to the costs of demolition or an amount equal to the increase in fair market value of renovations shall be abated for a period of not less than 7 years in accordance with the tax abatement provisions of Virginia Code Section 15.2-907.1 (8), and is transferable with the property. No taxes shall be abated until after a certificate of occupancy has been issued or a final inspection of the work has been approved by the Director of Community Development.
- (i) Notwithstanding the provisions of this section, the city may proceed to take action under Section 6-1 of the City Code, or the city may proceed to abate or remove a nuisance under Section 15.2-900, et seq., of the Code of Virginia. In addition, the city may exercise such remedies as may exist under the Uniform Statewide Building Code and such other remedies available under general and special law.

#### **Sec. 6-7. – Violations**

- (a) Unless otherwise specified, violation of any provision of sections 6-6 through 6-10 shall be deemed a class 2 misdemeanor. Each day a violation continues shall be deemed a new and separate violation.

#### **Sec. 6-8. – Enforcement**

- (a) The Director of Community Development is hereby vested with the authority to require the abatement of derelict buildings pursuant to the provisions of this ordinance and other applicable codes, laws and regulations.

#### **Sec. 6-9. – Notice of declaration of derelict building**

- (a) Whenever it shall come to the knowledge of the Director of Community Development that there exists upon property in the city any derelict building, at the direction of the City Manager he or she

may notify the owner of the derelict building that the owner must submit a work plan within 90 calendar days to either demolish the derelict building or renovate the derelict building so that lawful use and occupancy of the building or structure is possible.

- (b) Per Sec. 6-6 (b) the notice of declaration of derelict building shall be sent certified mail to the owner at the address in the real estate tax assessment records. If the property owner's address in the real estate tax assessment records is the same as the address of the derelict building, a copy of the notification may also be posted on the derelict building.
- (c) The notice of declaration of derelict building shall also constitute a notice of violation.
- (d) Any person sent a notice of declaration of derelict building pursuant to this section who shall fail to comply with the time specified for submitting a work plan shall be deemed in violation of this ordinance.
- (e) Nothing in this article shall prohibit an owner from requesting that his building or structure be evaluated for a declaration of derelict building.

**Sec. 6-10. – Submittal of work plan by owner; approval by Director**

- (a) The work plan required to be submitted by the owner shall be on a form prescribed by the Director of Community Development. The work plan must provide a proposed time within which the plan must be commenced and completed. The work plan may include one or more adjacent properties of the owner, whether or not all have been declared to contain a derelict building. The contents of the plan and the proposed schedule shall be subject to the approval by the Director of Community Development and shall be deemed noncompliant until such plan is approved.
- (b) Once the plan has been approved the contents of the work plan and schedule for commencement and completion of the work plan shall be binding on the owner. Failure to comply with the contents of the approved work plan or the dates for commencement and completion without a written variance from the Director of Community Development shall be deemed a violation of this ordinance.
- (c) Any approval granted under this section shall not relieve the owner of the property located in any historic district from complying with the approval requirements established by relevant provisions of the zoning ordinances before any demolition permit can be issued or any demolition can commence.

This ordinance shall be effective from the date of its adoption.

Certified copy of ordinance adopted by the City of Franklin City Council at its meeting held on December 11, 2017.

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Clerk to City Council

- 1) Purpose:** The purpose of this procedure is to provide a definitive reference and checklist to ensure consistent administration of Section 6-5 of the Franklin City code for - **Authority to require removal, repair, etc., of buildings declared to be derelict.** It addresses communications for owner notification, violation correction, potential consequences and required documentation.
- 2) Scope:** This document covers activities and documentation associated with the enforcement of the Derelict Building Ordinance in the City of Franklin Code
- 3) Responsibility:**
- **Director of Community Development (DCD)**
    - Manages the funds earmarked for nuisance abatement of derelict buildings
    - Consults with the City Manager regarding implementation of this procedure for specific properties
    - Provides technical expertise as required to staff in administrating this ordinance
    - Assigns approved derelict building cases to a specific Building Inspector/Code Enforcement Officer
    - Reviews owner proposals for demolition/repair or renovation submitted on a **BUILDING PERMIT PERFORMANCE DOCUMENT** and **COVER LETTER** and approves or denies the request for issuance of a building permit
    - Acts as an interface with the Commissioner of Revenue on potential tax abatement cases or building fee refunds
  - **City Manager**
    - Provides or denies approval on a case by case basis on derelict building cases submitted to him by the Director of Community Development
    - Handles communication of pending cases with City Council as required
  - **Building Inspector/Code Enforcement Official** - at the direction of the DCD:
    - Gathers all required documentation for citing a specific derelict building
    - Creates, mails and tracks required citation/notification documents sent to the owner of properties with derelict buildings
    - If owner fails to respond to notification, arranges for pricing and demolition of derelict buildings after DCD approval
  - **City of Franklin's Commissioner of the Revenue**
    - Sets up tax abatement plans as required for derelict building properties as noted in the city ordinance for derelict buildings
    - Tracks the duration of abatement plans set up with the property owner

Page Rev. No.	Print Date	Approved by: DEG	Page Revision Date and Revision Description	Page Number
<b>1</b>	December 7, 2017	Approval date: 11/7/17	<b>Annual Review and Edits as required - 11/07/17</b>	<b>1 of 5</b>

**NOTE! Print date shown represents the date the procedure or document was printed**

**3) Responsibility continued:**

- **City Attorney**
  - Provides legal consultation for Community Development as required and represents the city in any cases going to court
- **Property Owner**
  - Submits a request for demolition, Or
  - Submits a proposed repair plan on a **BUILDING PERMIT PERFORMANCE DOCUMENT** and **COVER LETTER**
  - Pulls permits and manages construction or demolition personnel as required
  - Works with the City Treasure or Commissioner of Revenue office to obtain the required appraisals or tax abatement
- **Permit Technicians**
  - Issues any permits associated with demolition or renovation of derelict structures
  - Issues any permit refunds associated with the demolition or renovation of the property

**4) Definitions:**

- **Derelict Building** - A residential or non residential building or structure, whether or not construction has been completed, that might endanger the public's health, safety , or welfare and for a continuous period in excess of six months, it has been; Vacant, Boarded up in accordance with the building code, and not lawfully connected to electric service from a utility service provider.
- **A BUILDING PERMIT PERFORMANCE DOCUMENT and COVER LETTER** - A detailed action plan with timelines noted for commencement and completion, submitted by the owner of the property on a form provided by the city within 90 days of notification.
- **Notice of declaration of derelict building** - Whenever it comes to the attention of the Director of Community Development there is a derelict building in the city, he may notify the owner of the derelict building that the owner must submit a work plan within 90 calendar days to either demolish the derelict building or renovate the derelict building so lawful use and occupancy of the building or structure is possible with the issuance of a 'Notice of declaration of a derelict building. The notice shall be sent via certified mail to the address for the owner listed in the real estate tax assessment records of the city.
- **Derelict building property owner** - The owner of a property with a derelict building as listed in the real estate tax assessment records of the city.
- **Tax Abatement/permit reductions** - Owner incentives, which may be available in association of the restoration/renovation or demolition of derelict buildings.

Page Rev. No. <b>1</b>	Print Date December 7, 2017	Approved by: DEG Approval date: 11/7/17	Page Revision Date and Revision Description <b>Annual Review and Edits as required - 11/07/17</b>	Page Number <b>2 of 5</b>
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**NOTE! Print date shown represents the date the procedure or document was printed**

- 5) References:
- City Ordinance - Sec. 6-6. - Authority to require removal, repair, etc., of buildings declared to be derelict.
  - State Code - § 15.2-907.1. Authority to require removal, repair, etc., of buildings that are declared to be derelict.
  - **BUILDING PERMIT PERFORMANCE DOCUMENT and COVER LETTER**
  - Notice of declaration of derelict building letter
  - Virginia Uniform Statewide Building Code

6) Procedure for addressing violations of the City Derelict Building Ordinance

Procedure for addressing violations of the City Derelict Building Ordinance		
Step Number	Description of activity	Step completed
1	<p><u>The DCD</u> is notified of the presence of a possible Derelict Building violation.</p> <ul style="list-style-type: none"> <li>• He will have an inspection and research done confirming the property satisfies the criteria for a Derelict Structure</li> <li>• He will obtain an estimate for having the property demolished</li> <li>• He will review the budget for this category of nuisance abatement to determine the necessary funds are available</li> <li>• <b>IF</b> after doing the above the DCD feels the property; qualifies as a Derelict Building, funding is available and the structure is one that needs to be demolished or made compliant - He will submit a formal request in writing ( Can be made via email) to the City Manager requesting approval to start code enforcement procedures for the property.</li> </ul>	
2	<p><u>The City Manager</u> upon receipt of the request for execution of code enforcement will evaluate the case and provide written authorization (Can be via email) to the DCD start enforcement or notice to terminate further action on the case. If deemed necessary the City Manager will consult the Mayor or members of City Council as required.</p>	
3	<p><u>The DCD</u>, upon notification of the City Manager, will either terminate further efforts on the case OR will make an assignment in writing (Can be via email) to a <b>Building Inspector/Code Enforcement Official (BI/CEO)</b></p>	

**NOTE! Print date shown represents the date the procedure or document was printed**



Department:

COMMUNITY DEVELOPMENT

## Procedure for Derelict Building Ordinance Violations

4	<p>The <b>BI/CEO</b> upon receipt of assignment from the <b>DCD</b> will;</p> <ul style="list-style-type: none"> <li>• Gather all required documentation for citing a specific derelict building and create a Property Maintenance Violation file folder for the property address to include -             <ul style="list-style-type: none"> <li>▪ Pictures of the structure, a hard copy of the tax sheet for the existing property owner, authorization letters from the City Manager and DCD and hard copies from city utilities confirming utility cut-off dates</li> </ul> </li> <li>• Create, mail and track required citation/notification documents sent to the owner of properties with derelict buildings. Notifications are to be sent certified mail <b>AND</b> a copy of correspondence is to be placarded on the structure.</li> <li>• If owner fails to respond to notification, arranges for pricing and demolition of derelict buildings after DCD approval.</li> <li>• If the owner submits a plan for repair - review the plan with the DCD. If the DCD approves the plan the BI/CEO will have a physical meeting with the owner and notify him of plan acceptance and the need for meeting performance dates and accomplishments.</li> <li>• Track work on the property and ensure compliance with the submitted work plan.</li> <li>• If compliance is not met - the BI/CEO will confer with the DCD and proceed as directed.</li> </ul>	
5	<p>If the <b>property owner</b> fails to submit a repair or demolition plan in the allotted 90 day period the <b>BI/CEO</b> will, after gaining DCD approval, either charge the owner with a class 2 misdemeanor or if funding permits pursue action under 6-1 of the city Code for Unsafe Structures.</p>	
6	<p>If a demolition or repair plan is approved - it is the <b>property owner's</b> responsibility to pull all required permits and to contact the Commissioner of Revenue to make arrangements for any pre-restoration appraisals and tax abatement plans for the property</p>	
7	<p>After demolition or renovation the <b>BI/CEO</b> will review the case file and ensure all inspections have been done and close the case and send a notification of final completion to the office of the Commissioner of Revenues.</p>	
8	<p><b>City of Franklin's Commissioner of the Revenue's Office</b> shall be responsible for tracking any tax abatement agreements established with the owner.</p>	
9	<p><b>Permit Technicians</b> will issue refunds or reduction in permit fees as outlined in the city ordinance.</p>	

Page Rev. No. <b>1</b>	Print Date December 7, 2017	Approved by: DEG Approval date: 11/7/17	Page Revision Date and Revision Description <b>Annual Review and Edits as required - 11/07/17</b>	Page Number <b>4 of 5</b>
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**NOTE! Print date shown represents the date the procedure or document was printed**



Department:

COMMUNITY DEVELOPMENT

## Procedure for Derelict Building Ordinance Violations

- 7) Documentation:** All required documentation associated with completing enforcement of this procedure on a case by case basis. Examples - Pictures taken, approval and notification correspondence, utility records, property ownership sheet from the city tax system and certified mail receipts, etc.
- 8) Approval, Issue and Review:** Any changes to this document are to be reviewed and approved by the Building Code Official or his designee on an as needed basis. The Department of Community Development is the owner of the document.
- 9) Safety and Environmental:** Identification of any safety or environmental issues or actions that should be addressed when doing inspections of a derelict building. Example - gloves may be required when inspecting a derelict building. Depending on conditions, location and possible unauthorized habitation, a police officer may be advised to accompany inspectors on initial inspections.

DRAFT

Page Rev. No.	Print Date	Approved by: DEG	Page Revision Date and Revision Description	Page Number
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## Tax Abatement Incentive for Demolition or Renovation of Derelict Structures

### Demolition Example:

Land Value:	37,800
<u>Building Value</u>	<u>143,200</u>
Total Value	181,000 @ .99 = 1,791.90

Demolition Cost: 15,000

Land Value:	37,800
<u>Building Value</u>	<u>0</u>
Total	37,800 X .99 = 374.22
Minus	15,000 X .99 = <u>148.50</u>
Total	22,800 X .99 = 225.72

148.50 X 7 yrs. = 1,039.50 savings to owner over the 7 year period

### Renovation Example: Same property 65,000 renovation project

Renovation Cost: 65,000

Land Value:	37,800
Improved Value:	208,200 (143,200 + 65,000)
Total	246,000 X .99 = 2,435.40
Minus	65,000 X .99 = <u>643.50</u>
Total	181,000 X .99 = 1,791.90.00

643.50 X 7 yrs. = 4,504.50 savings to owner over 7 year period.

### Demolition Example #2

Land Value-	\$20,000
<u>Improvements -</u>	<u>\$9,700</u>
Total -	\$29,700 X .99 = \$294

Demolition Cost: \$10,000

Land value:	\$20,000
<u>Improvement:</u>	<u>0</u>
Total	\$20,000 X .99 = \$198
Minus Demo	\$10,000 X .99 = <u>\$ 99</u>
Total -	\$10,000 X .99 = \$ 99

\$99.00 X 7 yrs. = 693 savings to owner over 7 year period



THE CITY COUNCIL OF THE CITY OF FRANKLIN, VIRGINIA DOES ORDAIN AS FOLLOWS:

THAT AN ORDINANCE AMENDING CHAPTER 6 BUILDINGS AND BUILDING REGULATIONS, ARTICLE I IN GENERAL BY ADDING SECTIONS 6-6 THROUGH 6-10 TO THE CODE OF THE CITY OF FRANKLIN, VIRGINIA RELATING TO THE REMOVAL, REPAIR, ETC., OF BUILDINGS DECLARED TO BE DERELICT TO READ AS FOLLOWS:

**Sec. 6-6. – Authority to require removal, repair, etc., of buildings declared to be derelict.**

- (a) Any owner of property located in the City of Franklin shall at such time or times as the city may prescribe submit a plan to demolish or renovate any building that has been declared a “derelict building” by the Director of Community Development or his/her designee. For purposes of this section, “derelict building” shall mean a residential or non-residential building or structure, whether or not construction has been completed, that might endanger the public’s health, safety , or welfare and for a continuous period in excess of six months, it has been;
  - (i) Vacant,
  - (ii) Boarded up in accordance with the building code, and
  - (iii) Not lawfully connected to electric service from a utility service provider or not lawfully connected to any required water or sewer service from a utility service provider.
- (b) If a building qualifies as a derelict building pursuant to this ordinance, the city shall notify the owner of the derelict building that the owner is required to submit to the city a plan, within 90 days, to demolish or renovate the building to address the items that endanger the public’s health, safety, or welfare as listed in the written notification provided by the city. Such plan shall be on a form provided by the city and shall include a proposed time within which the plan will be commenced and completed. The plan may include one or more adjacent properties of the owner, whether or not all of such properties may have been declared derelict buildings. The plan shall be subject to the approval by the city. The city shall deliver the written notice to the owner and address listed on the real estate tax assessment records of the city. Written notice shall be sent via certified mail, with the city obtaining a U.S. Postal Service Certified Mail Receipt constituting delivery pursuant to this section.
- (c) If the city delivers written notice and the owner of the derelict building has not submitted a plan to the city within 90 days as provided in subsection (b), the city may exercise such remedies as provided in this section or as otherwise provided by law.
- (d) The owner of a building may apply to the city and request that such building be declared a derelict building for purposes of this section.
- (e) The city upon receipt of the plan to demolish or renovate the building, at the owner’s request, shall meet with the owner submitting the plan and provide information to the owner on the land use and permitting requirements for demolition or renovation.
- (f) If the property owner’s plan is to demolish the derelict building, and such plan is approved by the city, the building permit application of the owner shall be expedited. Furthermore, if the owner has completed the demolition within 90 days of the date of the building permit issuance, the city shall refund any building and demolition permit fees. This section shall not supersede any ordinance

adopted relative to historic districts. In addition the tax abatement process for demolition may not be available for any property which either is a registered Virginia landmark or is determined by the Virginia Department of Historic Resources to contribute to the significance of a registered historic district.

- (g) If the property owner's plan is to renovate the derelict building, and no rezoning is required for the owners intended use of the property, and such plan is approved by the city, the site plan or subdivision application and the building permit, shall be expedited. The site plan or subdivision fees may be refunded, all or in part, but in no event shall the site plan or subdivision fees exceed the lesser of 50 percent of the standard fees established by the ordinance for site plan or subdivision applications for the proposed use of the property, or \$5,000.00 per property. The building permit fees may be refunded, all or in part, but in no event shall the building permit fees exceed the lesser of 50 percent of the standard fees established by the ordinance for building permit applications for the proposed use of the property or \$5,000.00 per property. No fees shall be refunded until after a certificate of occupancy has been issued or a final inspection of the work has been approved by the Director of Community Development.
- (h) Prior to the commencement of a plan to demolish or renovate the derelict building, at the request of the property owner, the Commissioner of the Revenue or the real estate assessor shall make an assessment of the property in its current derelict condition. On the building permit application, the owner shall declare the costs of the demolition, or the costs of materials and labor to complete the renovation. At the request of the property owner, after demolition or renovation of the derelict building, the real estate assessor shall reflect the fair market value of the demolition costs or the fair market value of the renovation improvements, and reflect such value in the real estate assessment records. The real estate taxes on the amount equal to the costs of demolition or an amount equal to the increase in fair market value of renovations shall be abated for a period of not less than 7 years in accordance with the tax abatement provisions of Virginia Code Section 15.2-907.1 (8), and is transferable with the property. No taxes shall be abated until after a certificate of occupancy has been issued or a final inspection of the work has been approved by the Director of Community Development.
- (i) Notwithstanding the provisions of this section, the city may proceed to take action under Section 6-1 of the City Code, or the city may proceed to abate or remove a nuisance under Section 15.2-900, et seq., of the Code of Virginia. In addition, the city may exercise such remedies as may exist under the Uniform Statewide Building Code and such other remedies available under general and special law.

#### **Sec. 6-7. – Violations**

- (a) Unless otherwise specified, violation of any provision of sections 6-6 through 6-10 shall be deemed a class 2 misdemeanor. Each day a violation continues shall be deemed a new and separate violation.

#### **Sec. 6-8. – Enforcement**

- (a) The Director of Community Development is hereby vested with the authority to require the abatement of derelict buildings pursuant to the provisions of this ordinance and other applicable codes, laws and regulations.

#### **Sec. 6-9. – Notice of declaration of derelict building**

- (a) Whenever it shall come to the knowledge of the Director of Community Development that there exists upon property in the city any derelict building, at the direction of the City Manager he or she

may notify the owner of the derelict building that the owner must submit a work plan within 90 calendar days to either demolish the derelict building or renovate the derelict building so that lawful use and occupancy of the building or structure is possible.

- (b) Per Sec. 6-6 (b) the notice of declaration of derelict building shall be sent certified mail to the owner at the address in the real estate tax assessment records. If the property owner's address in the real estate tax assessment records is the same as the address of the derelict building, a copy of the notification may also be posted on the derelict building.
- (c) The notice of declaration of derelict building shall also constitute a notice of violation.
- (d) Any person sent a notice of declaration of derelict building pursuant to this section who shall fail to comply with the time specified for submitting a work plan shall be deemed in violation of this ordinance.
- (e) Nothing in this article shall prohibit an owner from requesting that his building or structure be evaluated for a declaration of derelict building.

**Sec. 6-10. – Submittal of work plan by owner; approval by Director**

- (a) The work plan required to be submitted by the owner shall be on a form prescribed by the Director of Community Development. The work plan must provide a proposed time within which the plan must be commenced and completed. The work plan may include one or more adjacent properties of the owner, whether or not all have been declared to contain a derelict building. The contents of the plan and the proposed schedule shall be subject to the approval by the Director of Community Development and shall be deemed noncompliant until such plan is approved.
- (b) Once the plan has been approved the contents of the work plan and schedule for commencement and completion of the work plan shall be binding on the owner. Failure to comply with the contents of the approved work plan or the dates for commencement and completion without a written variance from the Director of Community Development shall be deemed a violation of this ordinance.
- (c) Any approval granted under this section shall not relieve the owner of the property located in any historic district from complying with the approval requirements established by relevant provisions of the zoning ordinances before any demolition permit can be issued or any demolition can commence.

This ordinance shall be effective from the date of its adoption.

Certified copy of ordinance adopted by the City of Franklin City Council at its meeting held on January 22, 2018.

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Clerk to City Council



*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 26<sup>th</sup> 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 26<sup>th</sup> 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 26<sup>th</sup> regular meeting.

Enclosures



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

January 17, 2018

From: H. Taylor Williams, IV, City Attorney

To: Members of City Council

Re: Proposed Cable Franchise Charter Communications

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 legislature 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.

H. Taylor Williams, IV

## 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. 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 W. 2<sup>nd</sup> Ave.  
Franklin, VA 23851

With a copy to: City of Franklin  
Attn: H. Taylor Williams, IV, City Attorney  
207 W. 2<sup>nd</sup> Ave.  
Franklin, VA 23851

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 \_\_\_\_\_, 2027, 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)  
Randy Martin, City Manager

**GRANTEE:**

CHARTER COMMUNICATIONS VI, LLC

By: Charter Communications, Inc., its Manager

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

Fire Stations: [to be listed by Grantor]

Public Schools: [to be listed by Grantor]

Police Stations: [to be listed by Grantor]

Public Libraries: [to be listed by Grantor]

Other Government Buildings: [to be listed by Grantor]



*Office Of The City Manager  
R. Randy Martin*

January 17, 2018

To: Mayor & Council Members  
From: R. Randy Martin, City Manager  
Subject: City Manager's Report

The following items will be included in the City Manager's Report for the January 22<sup>nd</sup> Regular Council meeting:

- 1) Consistent with Council's goals to improve communication with the School Board, the Mayor & I 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 beginning at 6:00 pm and ending at 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 me at the meeting on your availability.
- 2) The City Attorney and I 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, I 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. I will keep the Council apprised of progress and report accordingly.
- 4) As referenced on the upcoming items/events sheet; the Parks & Recreation report is scheduled for the February 12<sup>th</sup> 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) Enclosed is the updated Council Priorities template which correlates with the previously adopted Council priorities. As reported, this is a work in progress, updates and further refinements will be made. I welcome your feedback. This version is revised to reflect previous suggestions for improvement. As for next steps, I know 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 26<sup>th</sup> 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

## City Council Priority Tracking Report (Section I)

GREEN - Moving Forward	YELLOW - Discussions Only	RED - No Progress	Complete

Category	Action Items	Dates	Designee (s)	Status Report	Code
Economic Development	Regular Closed Session Project Updates to Council	1/8/2018	FSEDI	Next Report Scheduled 1/22/2018	
Economic Development	Regional Coordination Prospects	12/1/2017	FSEDI	Regional strategies with shared services opportunities	
Economic Development	Hospital Health Clinic lease @ Martin Luther King, Jr Center	11/13/2017	City Attorney	Lease began 12/1/2017, clinic opened	
Economic Development	Upgrade airport facilities for all beneficiaries including Economic Development Enhancement	12/30/2017	City Staff	Airport runway & other facility improvements to enhance economic development use of the City Airport; grant funded primarily	
Economic Development	Isle of Wight Property Timber Cutting Project	12/19/2017	City Manager/City Attorney	clearing complete, final cleanup underway, reseeding to follow	
Economic Development	StartUp Downtown grant funding 1st Round & 2nd Round donation funding secured	12/1/2017	FSEDI/DFA	Round 1 project complete. Round 2 proposals are being sought for new downtown business	
Economic Development	Motel Study Complete	12/1/2017	FSEDI	Study results indicate need; property sites identified; marketing phase underway	
Economic Development	Business Incubator graduations & repurposing/relocation into vacant building	FY 2016 - 2017	FSEDI/City/Private Partners	City sold former Power Plant/Utility office building to Highground Services who graduated, renovated & relocated downtown	
Economic Development	Former skating rink site marketing	12/11/2017	FSEDI	Appraisal being completed	
Economic Development	Develop Comprehensive Plan recommendations for 58 corridor	12/1/2017	Planning Commission/Council/Staff	Adopted corridor recommendations	
Economic Development	Approve zoning ordinance changes for 58 corridor	12/1/2017	Planning Commission/Council/Staff	Adopted zoning ordinance revisions	

## City Council Priority Tracking Report (Section I)

Economic Development	DFA Main Street Evaluation & Visioning Process	12/1/2017	DFA Board/Public	Evaluation complete; recommendations received; DFA implementation underway	
Economic Development	Regional Center Strategy	12/1/2017	FSEDI/City	Retail study completed; marketing strategy next step	
Economic Development	Downtown Rebranding Effort	12/1/2017	City/FSEDI/DFA	Franklin Business Center rebranding & occupancy progress New logo developed; partners meeting to develop & implement strategy	
Economic Development	58 Corridor Enhancements	12/1/2017	City/County/FSEDI	Port Committee Study underway; 58 corridor VDOT committee meeting; South Street interchange grant application pending	
Economic Development	Pretlow Park site readiness	12/1/2017	City/FSEDI	Providence Ag site improvements & infrastructure completed; assess/Plan for addressing site deficiencies; recruitment driven. Verizon & Charter Service improvements completed	
Economic Development	Consider Work Session with DFA on Downtown priorities	12/1/2017	City/DFA	Council briefed by DFA Director in work session; DFA Board finalizing Main Street visioning strategies; suggest meeting after current process complete	
Economic Development	Commercial Rehab Loan Program, StartUp & Economic Improvement Grants	8/14/2017	City Staff/Business Friendly/FSEDI	Council authorized use of restricted reserve funds to create loan pool & recently appointed committee to oversee; Loans pending	
Education	Mayor/City Manager meet at least quarterly with School Division Peers to improve communications	10/17/2017	Mayor/City Manager	Met again 1/16/2018; joint meeting of Council/School Board planned for February, 2018; will invite Vice-Mayor & Vice-Chair to participate in future meetings; strategic planning effort underway in school division; PDCCC discussion on dual enrollment progressing with community partners involved	
Education	City Financing for Improvements	FY 2015 - 2017	Council/School Board	Facility & Technology upgrade utilizing VSPA & QZAB funding	
Housing	Housing stock assessment; funding strategies; ordinance revisions; adopt & implement regulatory tools; participate in regional housing organizations	12/1/2017	Council/Staff/ Planning Commission	Year 1 complete & Year 2 Madison Street area CDBG project underway & HOME Program; Council considering ordinance actions/regulatory tools for derelict properties; Council deferred action on rental property inspections; FHRA owned housing stock rehabilitated. Hayden Project to add senior housing; assisted Village with memory unit project funding through IDA.	

## City Council Priority Tracking Report (Section I)

Housing	Develop balanced Housing plan & strategy	12/1/2017	Council/Staff/ Planning Commission	Milennial housing alternatives not developed/pursued; mixed use zoning modifications adopted downtown, additional zoning changes before Planning Commission currently; historic preservation area guideline in place; multi-family projects pending still on hold by developers; Multi-year Comp Plan update completed	
Housing	Marketing plan for existing housing stock	12/1/2017	Council/Staff	Reassessment underway; will determine status of housing values after declining and flat trend in last 6 years; Plan not development; staff housing assessment completed for Comp Plan update	
Regionalism Partnerships	Regional Charter Communication Franchise renewal	1/22/2018	City & County Staff	Both City/County franchises expired for years; new draft requested; public hearing pending.	
Regionalism Partnerships	Expand relationship with Isle of Wight	12/1/2017	City & County Staff/Management	Economic development joint efforts underway; ST Tissue project completed; utility collaboration opportunities being assessed	
Regionalism Partnerships	Continue/expand shared services opportunities with Southampton County	1/8/2018	City/County Staff & Committees	Utility study Asset Valuation draft finalized & going to joint study committee January, 2018; potential to create Authority under study	
Regionalism Partnerships	Continue/expand shared services opportunities with regional partners	1/24/2018	Shared Services Committee	Meet Monthly, developing strategies for potential options to collaborate	
Regionalism Partnerships	Continue/expand shared services opportunities with regional partners	12/1/2017	Regional Jail Authority	Financials improved, active Council member/Manager participation	
Regionalism Partnerships	Continue/expand shared services opportunities with Southampton County	11/21/2017	Committee & Staff	Parks & Recreation Services Agreement finalized; 2018 implementation planning underway w/County, CCCC	
Regionalism Partnerships	Hampton Roads area initiatives	12/1/2017	Council/Staff	City & Southampton joined HRTPO as voting members	
Regionalism Partnerships	Hampton Roads area initiatives	1/25/2018	SPSA Reps/Council	City approved, entered into new SPSA Use & Support Agreement for long term waste disposal; collaborated with Southampton & IOW members	
Regionalism Partnerships	Hampton Roads area initiatives	12/1/2017	Council/Staff	City joined Reinvent Hampton Roads initiative & supported regional GO Virginia projects	
Regionalism Partnerships	Hampton Roads area initiatives	12/1/2017	Council/Staff	Finalized Hayden Property transfer to SSSEVA for senior housing & services facility; project under construction	



## City Council Priority Tracking Report (Section I)

Regionalism Partnerships	Hampton Roads area initiatives	12/1/2017	City/County Staff	Leading 58 Corridor enhancement studies & initiatives; Port & VDOT, Southampton, IOW & Suffolk partners engaged	
Regionalism Partnerships	Hampton Roads area initiatives	1/17/2018	City/HRPDC	Hampton Roads Regional Stormwater Management Program 5 Year plan update complete.	
City Wide Infrastructure	Long range utility planning	12/7/2017	City Manager/Public Works	State Water Control Board signed renewal of 10-year Croudwater Withdrawal Permit; provides for growth opportunities	
City Wide Infrastructure	Long range utility planning	12/30/2017	City Manager/Public Works	DEQ Corrective Action Plan for Wastewater Treatment Plant Operations Submitted; operational & facility improvement made to WWTP	
City Wide Infrastructure	Long range utility planning	1/8/2017	City Staff/Public Works/Power & Light	Energy Efficiency project to reduce operating costs& address capital needs developed; Electric Meter Radio Read Project planned; water meter replacement project complete	
City Wide Infrastructure	Long range utility planning	11/13/2017	City Staff	City Bond Rating upgrade approved for financings that will lower financing costs	
City Wide Infrastructure	South Street Corridor beautification efforts	12/1/2017	City Staff	Drainage issues targeted & improved; delapidated buildings code enforcement efforts underway; US 58 interchange improvement project planned/grant application submitted; landscaping efforts privately funded/city maintenance @ interchange	
City Wide Infrastructure	Public Buildings/Schools Updating	12/1/2017	City/Schools	AED units installed in all buildings/staff trained in use. Borrowings competed to upgrade school facilities & technology	
City Wide Infrastructure	Public Buildings/Schools Updating	11/13/2017	City/SSSEVA	Hayden School Property Sale Finalized	
City Wide Infrastructure	Updated IT capabilites	12/1/2017	City Staff	New voice & data systems completed	
City Wide Infrastructure	Updated IT capabilites	12/1/2017	City Staff	Website updated w/ new capabilities & enhanced public access; GIS upgraded including community wide addressing project.	
City Wide Infrastructure	Updated IT capabilites	12/1/2017	City Staff	Financial Management Software conversion underway; FY 2017 - 2018 completion target (75 - 80% complete)	

## City Council Priority Tracking Report (Section I)

City Wide Infrastructure	Updated IT capabilities	12/1/2017	City Staff	PEG Channel equipment upgrade completed; information update underway; used intern to complete; Charter Franchise renewal being finalized	
City Wide Infrastructure	Updated Capabilities - Enhanced Cell Service	12/1/2017	City Staff/Verizon	Cell Tower lease negotiations underway on property off Fairview Drive; permitting to follow	
City Wide Infrastructure	IT Capabilities	12/1/2017	City Staff	Social Media platforms setup in several departments, in house development & updating; social media "run book " detailing staff responsibilities, compliance issues, etc. developed to regulate use	
Public Services	Study options for Grant Writing assistance (e.g. regional collaboration possibilities)	12/1/2017	City Staff & Partners	No progress on study item to date	
Public Services	Study options for Grant Writing assistance (e.g. regional collaboration possibilities)	12/1/2017	City Staff & Partners	Community Development successfully competed for and received CDBG grant, emergency shelter grant w/ Emergency Management assist & Park acquisitions grant	
Public Services	Study options for Grant Writing assistance (e.g. regional collaboration possibilities)	12/1/2017	City Staff	Police & 911 Communication grant success for equipment has been very significant; collaborative effort with County	
Public Services	Study options for Grant Writing assistance (e.g. regional collaboration possibilities)	12/1/2017	City Staff	Airport Manager very successful in receipt of infrastructure grants with Federal; & State paying 98% of cost	
Public Services	Customer Service/Diversity Awareness Training for all City Staff	12/1/2017	City Staff/Consultant	Training completed & procedure personnel policy tweaks implemented	
Public Services	Develop Key Staff succession Planning Strategy	12/1/2017	City Staff	Limited progress on this item; select departments only (i.e. Finance, DSS, Community Development & Utility Billing examples)	
Public Services	Develop Manpower Plan for Public Safety	12/1/2017	City Staff	Limited progress due primarily to funding restraints(Police Communications example)	
Public Services	Updated Personnel Policies	12/1/2017	City Staff	Select policies evaluated & updated; entire manual update goal when new HR Director on board now that pending lawsuits settled	
Public Services	Emergency Management/Preparedness Plan Updates & Enhancements	12/1/2017	Council/Staff	Multi-year Hazard Mitigation Plan update completed	
Public Services	Emergency Management/Preparedness Plan Updates & Enhancements	12/1/2017	Council/Staff	Improved FEMA Flood Insurance Rating in process	

## City Council Priority Tracking Report (Section I)

Public Services	Emergency Management	12/1/2017	City Staff	City Fire Insurance Rating improved to lower insurance premiums	
Public Services	Emergency Management	12/1/2017	City Staff	Community Development Department ISO Rating improved (which will help lower flood insurance premiums)	
Public Services	Emergency Management	12/1/2017	City Staff	Emergency Shelter Generator Project underway; switch gear grant complete, awaiting grant action on generator funding	
Public Services	Emergency Management	12/1/2017	Community Partners/City Staff	Community Development Department prepared application; State Conservation Grant received to acquire flood zone properties for recreation use which enhances FEMA ratings on flood insurance	
Public Services	Transportation Project Priorities	12/1/2017	Council/City Staff	Note: Earlier comments on 58 Corridor; HRTPO membership status, HRTAC participation to establish regional funding priorities (voting members)	
Public Services	Public Transportation options	12/1/2017	Council/City Staff	Council provided funding to enhance I-Ride program through SSEVA	
Public Services	Public Transportation options	12/1/2017	Council/Staff	No progress on other options to date	

**Council/Citizen Directives/Issues Pending (Section II):**

Category	Action Items	Dates	Designee (s)	Status Report	Trend Code
	GREEN - Moving Forward	YELLOW - Discussions Only		RED - No Progress	Complete
Council Directive	Draft Recognition Policy	11/13/2017	City Manager/Council Input	Draft Policy 11/27/17 agenda; Council acted to discontinue consideration of policy. Recent recognitions completed using traditional methods	
Citizen Time Requests	Two citizens requested Council consider Prayer on Regular Meeting Agendas	11/13/2017	City Attorney	City Attorney presented legal consideration report to Council in Closed Sess 12/11/17.	
Key Personnel Hiring Update	Status Report on designated positions vacant or filled with Interim	1/8/2018	City Manager	HR Director applications continue to be received & advertised again; Finance Director applications solicited & advertised again; Focus on these two priorities currently; Accounting Department Supervisor position filled internally w/ promotion. 911 Communication Supervisor being filled; Power & Light positions filled several which has reduced contracted services; still using interims in remaining positions (AP, Parks & Rec); More detail in Closed Session update to follow; filled DSS Director & replaced interim director	
Citizen Initiated Effort	Pauline C. Morton Historical Marker	12/12/2017	State Board of Historic Resources/City Staff	Local Citizen Group initiated effort to get a historical marker approved for location along College Drive in vicinity of the College & Library; city role is to install sign once received.	
Farm Lease Renewals	Seek RFP's & Renew Lease agreements on available designated properties	1/8/2018	City Attorney	Long term leases awarded to successful respondents for city owned farm leases (Pretlow & Fairview)	
Citizen Time Request & Business Friendly Committee	Street & Parking lot lighting concerns downtown and Armory Drive	12/11/2017	City Staff/Business Friendly Committee	Business Friendly Committee & City Staff met to review downtown lighting on 1/10/2018; follow-up meeting planned; Community Development contacting Armory Drive property owner follow-up.	

Council/Citizen Directives/Issues Pending (Section II):

**Council/Citizen Directives/Issues Pending (Section II):**

Council Directive	Department Reports during Fiscal Year	FY 2017 - 2018	Manager/Dept Heads	City Manager asked to schedule department updates for Council & public periodically at regular meetings	
Citizen Time Request	City actions/efforts/plans regarding Homeless population	11/27/2017	City Manager/Staff	Manager provided updates 12/11/2017 on city efforts and plans concerning homeless options with reports from affected departments & regional plans & participation	
Organization Request	City asked to consider tethering regulations	9/16/2017	Council/Staff	PETA organization requested Council adoption of regulatory authority restricting tethering of pets; Council considered at Retreat but no action taken or direction given on action	
Council Directive	Homestead Property Disposal/Use options	9/16/2017	Council/Staff	Council discussed potential uses/disposal options for now vaant Homestead property; recommendation is disposal; one organization has expressed interest in Camp home on property for historic preservation	
Community Organization Request	Armory Park Playground upgrade project using primarily donated funds	10/5/2017	Community Partners/City Staff	Community Partners & City collaborated to complete Playground build of \$100,000 plus upgrade primarily in one day	
Council Directive	Courthouse Project	1/9/2018	Mayor/City Manager	Courthouse stakeholders met to discuss next steps/options for upgrading Courthouse in Courtland & incorporating City Courts into the facility	
Council Directive	Achieve compliance with Financial Policies in all Funds	10/23/2017	Council/City Manager/Staff	Fund balance in all funds now fully compliant with financial policies including for the first time in six plus years the Electric Fund	
Staff Initiative w/ Council Support	Government Finance Officer Award recognition	8/14/2017	City Manager/Finance Staff	Achieved distinction of 5th consecutive award recognition for excellence in financial reporting. Prior to 2012, the City had not pursued or received this award; FY 2016 - 2017 CAFR submitted for consideration of 6th consecutive award.	



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**COUNCIL/STAFF REPORTS ON BOARDS & COMMISSIONS**