



Franklin City Council Agenda
August 12, 2019
Franklin City Hall Council Chambers
207 West 2nd Avenue
6:00 P.M.

Work Session
Downtown Franklin Association Performance Metrics

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
CITIZEN'S TIME
AMENDMENTS TO AGENDA

- 1. CONSENT AGENDA:**
 - A. Approval of June 24, 2019 Regular Meeting Minutes July 15, 2019 Joint Meeting Minutes
 - B. Retiree Recognition
 - C. Introduction of New Employees
 - D. Buy Local Month Resolution

- 2. FINANCIAL MATTERS**
 - A. Budget Amendment 2020-2

- 3. OLD/ NEW BUSINESS:**
 - A. Community Electric Agreement
 - B. Paul D. Camp Memorandum of Understanding
 - C. Presentation on Structures Eligible for Demolition
 - D. Scooter Ordinance Discussion
 - E. Davenport Follow Up Discussion
 - F. Courthouse Update
 - G. 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 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; discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body , discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body; regarding specific legal matters requiring legal advice pursuant to Virginia Code Section 2.2 – 3711 (A) (1),(3)(5) & (8).

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.

<u>SUBJECT</u>	<u>TENTATIVE TIMELINE</u>
Ward 5 School Board Appointment	August 26, 2019
Joint Public Hearing with Planning Commission	August 26, 2019



Office of the City Manager
Amanda C. Jarratt

August 8, 2019

To: Franklin City Council

From: Amanda C. Jarratt, City Manager

Reference: Downtown Franklin Association Performance Metrics

Background

Attached is information provided from the Downtown Franklin Association related to their Performance Metrics. This is a follow up to discussions held with the Franklin City Council in December of 2018 and again in April of 2019. The Downtown Franklin Association is seeking guidance on the performance metrics they will be evaluated on.

Needed Action

Provide guidance to the Downtown Franklin Association on Performance Metrics.



Downtown Franklin Association
120 S. Main Street
Franklin, Virginia 23851

Telephone: 757-562-6900
Fax: 757-562-5666
E-mail: downtownfranklin@beldar.com

April 1, 2019

Exhibit "A"
2019 Performance Agreement
DOWNTOWN FRANKLIN ASSOCIATION Performance Criteria FY 2019
(July 1, 2019 – June 30, 2020)

The purpose of this Performance Agreement is to provide funding to the Downtown Franklin Association in the amount of \$ _____ appropriated and determined by City Council during its Fiscal Year 2019-20 budgetary process. This is an addition to revenue generated from the additional real property tax on property in the downtown service district and utilized as set forth in the Letter of Agreement between the City of Franklin and the Downtown Franklin Association dated April 1, 2019. This Performance Agreement clearly identifies specific performance expectations for the Downtown Franklin Association determined through the collaborated efforts of the Franklin City Council and the Downtown Franklin Association Board of Directors.

1. Provide to City Council annual and monthly reports within 30 days after the conclusion of each calendar year quarter, a written report of its activities, including an itemized report of revenue received and expenditures made during said quarter, provide the city with a copy of its IRS Form 990 at the same time that it is mailed for filing with the Internal Revenue Service, appear before City Council from time to time at Council's request, to report orally on the activities of the Association and make such suggestions and recommendations to Council as it may deem advisable with respect to downtown activities, facilities, parking, lighting, etc
2. Continue support of the Commercial Rehabilitation Loan Program loan and programs as presently operating;
3. Continue DFA Façade and Security Grants programs.
4. Continue fund raising and community events that support the Vision and Mission of the DFA and contribute to the sustainable diverse funding stream for the program.





Downtown Franklin Association
120 S. Main Street
Franklin, Virginia 23851

Telephone: 757-562-6900
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April 1, 2019

5. Obtain and coordinate a corps of volunteers to assist in the work of the Association, keep and provide to the City an annual record of the names of volunteers who have assisted and the total number of hours worked;
6. Identify and create a new Branding & Image process as suggested by Virginia Main Street (VMS) by December 30, 2019. This entails review of current branding, stakeholders' interview, visioning project conducted with Spark Mill professional (6-2017-orchestrated through VMS), Transformation Strategies Project conducted by VMS (10-2018), tours of community and businesses, bid proposals, presentation of findings, proposed brand, logo and artwork, etc. Funding will be from proposed Virginia Main Street branding grant and Downtown Franklin Association (DFA) matching funds.

Objective: To secure funding and begin implementation of the New brand for the DFA by January 30, 2020. Rebranding will include update of current website, promotional material, social media and other marketing products as determined by the process.

7. Continue Economic Development initiatives related to reducing the number of vacant and leasable first floor storefronts within the Historic Downtown District (special tax district).





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 120 S. Main Street
 Franklin, Virginia 23851

Telephone: 757-562-6900
 Fax: 757-562-5666
 E-mail: downtownfranklin@beldar.com

April 1, 2019

Objectives:

- A. Specific program for 2019: Startup Round 3 (to be identified Startup Franklin Southampton) - Continue Partnerships with Franklin Southampton Economic Development Inc. (FSEDI will take the lead for Round 3), Franklin Southampton Chamber of Commerce, and other potential funding partners similar to and including financial organizations from previous rounds. Note Startup Downtown Franklin was the official name for Rounds 1 & 2 initiated by a \$60,000 CBL (Community Business Launch) secured by the DFA in 2017 from VMS/DHCD and limited startup business to locate only in Downtown Franklin.
- B. Have a net positive percentage reduction in the number of vacant and leasable first floor storefronts within the Downtown District for FY ending December 30, 2020.

In WITNESS WHEREOF, the parties have executed this agreement on the dates set forth below and it shall be effective on _____.

CITY OF FRANKLIN, VIRGINIA

BY: _____
 Mayor Date

BY: _____
 City Manager Date

DOWNTOWN FRANKLIN ASSOCIATION, INC.

BY: _____
 President Date



Monthly Report

Main Street Economic Development Data

email to: mainstreet@dhcd.virginia.gov

Month: April
Year: 2019

Community Name: Franklin
Program Manager: Dan Howe

COMPLETED PRIVATE BUILDING IMPROVEMENTS

<i>For description of improvements indicate one of the following: façade, signage, exterior, interior, new construction, or other</i>			
#	Street address of building	Improvement	Investment
1	516 N Main St. - Security	other	\$1,440
2	107 N Main	façade	\$1,658
3	100 W Jackson - Roll Up Door	façade	\$1,318
4			
5			
Total			\$4,416

COMPLETED PUBLIC IMPROVEMENTS

<i>For Description of Improvement indicate one of the following: streetscape, signage utilities, new facility/amenity, or other</i>			
#	Source of funds	Improvement	Cost
1			
2			
3			
4			
5			
Total			\$0

BUSINESSES OPENING AND EXPANDING EMPLOYMENT

<i>For description of activity indicate one of the following: new opening, expansion or retention/relocation within district</i>				
#	Business name	Street address	Activity	# jobs*
1				
2				
3				
4				
5				
Total				0

BUSINESSES CLOSING

<i>For description of activity indicate one of the following: closing, reducing employees, or relocating outside district</i>				
#	Business name	Street address	Activity	# jobs*
1	KC Applewhite	601 N. Mechanic St	relocating outside dist	2
2	Heart to Heart Consulting	601 N. Mechanic St	closing	1
3	US Express	601 N. Mechanic St	relocating outside dist	1
4				
5				
Total				4

** Please list full-time jobs or full-time equivalents only. Calculate full-time equivalents (FTEs) for part-time employees (e.g., 1 FTE = x part-time employees where their combined weekly hours total 35 or more).*

VOLUNTEER INVESTMENT

<i>Total number of hours spent by all Main Street Program volunteers (board, committee & special projects) this month</i>	
	# Hours
	106

Monthly Report

Main Street Economic Development Data

email to: mainstreet@dhcd.virginia.gov

Month: May
Year: 2019

Community Name: Franklin
Program Manager: Dan Howe

COMPLETED PRIVATE BUILDING IMPROVEMENTS

<i>For description of improvements indicate one of the following: façade, signage, exterior, interior, new construction, or other</i>			
#	Street address of building	Improvement	Investment
1	109 E. Second Ave-Lavender & Lace-Security	other	\$1,440
2	600 N. Franklin St.-TaylorMade Fitness-Security	other	\$1,440
3			
4			
5			
Total			\$2,880

COMPLETED PUBLIC IMPROVEMENTS

<i>For Description of Improvement indicate one of the following: streetscape, signage utilities, new facility/amenity, or other</i>			
#	Source of funds	Improvement	Cost
1			
2			
3			
4			
5			
Total			\$0

BUSINESSES OPENING AND EXPANDING EMPLOYMENT

<i>For description of activity indicate one of the following: new opening, expansion or retention/relocation within district</i>				
#	Business name	Street address	Activity	# jobs*
1	Kathara Spa	516 N. Main Street	new opening	6
2	The Busy Bee	107 N. Main Street	retention/relocation	1
3	Dominion Supply Company	601 N. Mechanic Street	new opening	1
4	Care In Home Services, LLC	601 N. Mechanic Street	new opening	1
5				
Total				9

BUSINESSES CLOSING

<i>For description of activity indicate one of the following: closing, reducing employees, or relocating outside district</i>				
#	Business name	Street address	Activity	# jobs*
1	Harlem World Characters	601 N. Mechanic Street	relocating outside dist	1
2				
3				
4				
5				
Total				1

** Please list full-time jobs or full-time equivalents only. Calculate full-time equivalents (FTEs) for part-time employees (e.g., 1 FTE = x part-time employees where their combined weekly hours total 35 or more).*

VOLUNTEER INVESTMENT

<i>Total number of hours spent by all Main Street Program volunteers (board, committee & special projects) this month</i>	
	# Hours
	278

Monthly Report

Main Street Economic Development Data

email to: mainstreet@dhcd.virginia.gov

Month: June
Year: 2019

Community Name: Franklin
Program Manager: Dan Howe

COMPLETED PRIVATE BUILDING IMPROVEMENTS

For description of improvements indicate one of the following: façade, signage, exterior, interior, new construction, or other

#	Street address of building	Improvement	Investment
1			
2			
3			
4			
5			
Total			\$0

COMPLETED PUBLIC IMPROVEMENTS

For Description of Improvement indicate one of the following: streetscape, signage utilities, new facility/amenity, or other

#	Source of funds	Improvement	Cost
1			
2			
3			
4			
5			
Total			\$0

BUSINESSES OPENING AND EXPANDING EMPLOYMENT

For description of activity indicate one of the following: new opening, expansion or retention/relocation within district

#	Business name	Street address	Activity	# jobs*
1				
2				
3				
4				
5				
Total				

BUSINESSES CLOSING

For description of activity indicate one of the following: closing, reducing employees, or relocating outside district

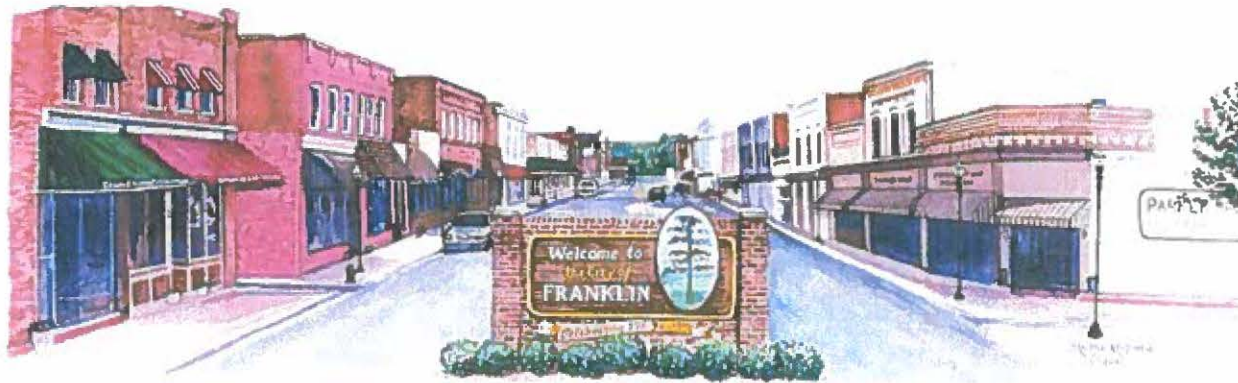
#	Business name	Street address	Activity	# jobs*
1				
2				
3				
4				
5				
Total				0

** Please list full-time jobs or full-time equivalents only. Calculate full-time equivalents (FTEs) for part-time employees (e.g., 1 FTE = x part-time employees where their combined weekly hours total 35 or more).*

VOLUNTEER INVESTMENT

Total number of hours spent by all Main Street Program volunteers (board, committee & special projects) this month

	# Hours
	359



1

**Downtown Franklin Association, Inc.
Paragraph summarizing Key Accomplishments, Milestones
And Activities for 2018**

Downtown Franklin Association (DFA) is very positive about our success in securing funding to assist in our efforts to achieve our primary goals.

- ✚ 2018 Start-Up Downtown Franklin Round 2 event February 14, 2018 was funded by the Downtown Franklin Association, Franklin Southampton Economic Development, Inc., Wells Fargo Advisors, Bronco Federal Credit Union, BB&T and Farmers Bank and In-kind sponsorship was The Tidewater News, Real Country 101.7, Insercorp, LTD, The Franklin-Southampton County Chamber of Commerce, Main Event and Paul D. Camp Community College resulted in 20 participants, 2 winners plus we were able to add 1 more winner due to budget management. The 3 winners opened new businesses in downtown.
- ✚ We started securing funding for Start-up Franklin-Southampton Round 3 (2019) from Franklin-Southampton Charities, Franklin Southampton Economic Development, Inc., Downtown Franklin Association, Farmer's Bank, BB&T, Bronco Federal Credit Union, BSV, SONA Bank, Wells Fargo Advisors and additional in-kind funding partners Real Country, Insercorp, The Tidewater News, Main Event, Franklin-Southampton Chamber of Commerce and Paul D. Camp Community College. The Startup Program has been such a success so we are partnering with FSEDI to encompass the City of Franklin and surrounding Southampton County.
- ✚ The Farmers Market started out slow this year with regard to produce vendors but we had multiple variety vendors such as crafts, bakery goods, essential oils, herb rubs and oils, etc. Market Manager Karen Cobb and Ann Ferguson started a fundraising booth on June 20th to supplement the produce being available at the market. The produce was purchased wholesale at Griffin Farms (previously one of our produce vendors at the market) in Suffolk owned by Wayne Griffin. The retail pricing was adjusted to what Griffin Farms sells their produce for at the Smithfield Farmers Market. The produce was high quality and brought in great sales! The patrons of the market were so happy to see a great selection in produce and became weekly regulars with some there waiting for us to get setup at 3:00. We sold out almost every market and the few we did not sell out, we managed to get everything sold by word of mouth.

There are some vendors that are coming to the market during the week and on Saturday. The market also did very well For Fall Festival and also Christmas Open House!

We truly believe by supplementing the market made it an even bigger success this year. We had so many compliments on our market this year and hope to have even more next season!

- ✚ Our "Color Us Happy" mural program continues to be a success. The "Welcome to Franklin" mural was completed in 2018 through the efforts and remaining funds from VMS-Downtown Investment Grant and local foundation grant.
- ✚ In 2018 we had 22 new businesses open, 16 close, and 3 relocate out of the Downtown District. This resulted in a net gain of 22 new jobs in our Downtown District.

Downtown Franklin Association, Inc.
Paragraph summarizing Key Accomplishments, Milestones
And Activities for 2018
Page 2

- ✚ Our banner event, We Be Jammin, had another exceptional year, thanks to sponsorships, volunteers and patrons. We held 13 events that averaged 585 people attending and averaged 18 volunteers per event was a huge success, with many visitors coming to our downtown to enjoy live music, food and drawings for prizes.
- ✚ Franklin Cruise-In hosted by Blackwater Events and supported by DFA continued in its fourth season with participation increasing on a regular basis. The Cruise-In Grand Finale held on September 8, 2018, Saturday also ran along with our Farmers Market and both were a success.
- ✚ October 6, 2018 started our annual Franklin Fall Festival off with the Street Scene which brought beautiful weather and was a wonderful shopping day for our downtown businesses. We had a crowd of about 5,000 with over 100 vendors participating and Saturday night continued the celebration at Barrett's Landing with DJ Andy Lucy and The Feature Attraction Band rocking the night away along with our restaurant showcase which was again a great success this year.
- ✚ We had a successful façade/security grant matching program in 2018. Twenty four businesses were awarded \$17,993 from the Downtown Franklin Association for grants combined with \$93,739 invested by the business and property owners for a total investment of \$111,732 in our downtown.
- ✚ Christmas Open House was a big success with our traditional carriage rides. We successfully partnered with the City of Franklin Fire & Rescue to end the year with a fun nighttime Elf Parade for the children.
- ✚ We started a Downtown Christmas Window Decorating Contest this year with many business participants. Judges came from Smithfield and the winner was Vintage! Downtown looked so great all lit up!
- ✚ Our 2018 Community Christmas Parade was spectacular! We couldn't have asked for greater weather and our streets were packed with families celebrating the season.

Listed below are other accomplishments during 2018:

- DFA Manager attended Annual Managers' retreat in Fredericksburg, VA January 24th through 25th, 2018
- Held the Downtown Business & Property Owners meetings at Fred's on February 20, 2018
- Start-Up Downtown Franklin Round 2 – 1st Class session began March 7th and ended April 19th, 2018
- DFA Volunteer Appreciation Dinner April 25th, 2018. This is an annual event at which time the DFA recognizes our many volunteers.
- Hosted our annual Cheeseburgers in Paradise May 10, 2018. This cook out celebrates and recognizes downtown business and property owners.
- May 30, 2018 The Farmer's Market season opened in downtown Franklin with a new tag line "Franklin's Market on Main". Our market included regular vendors, fresh seafood, honey, jams, breads, pastries and various rubs, sauces and herbs, in addition to fresh fruit and vegetables in season. The DFA partnered with the Virginia cooperative Extension – Southampton County 4-H for activities for children and provided concessions. The Wednesday Market went through September 2018 and was also open for the Franklin Cruise-in Grand Finale on Saturday in September and the Christmas Open House on Saturday in November.
- VMS State Conference – Downtown Intersections in Harrisonburg, VA July 16th through 18th attended by staff Dan Howe and volunteer Betty Howe
- Attended VMS Regional Rev Up: Opportunity Analysis and Walking Tour" on April 19th, 2018 attended by DFA board David Price and staff Dan Howe
- Board Retreat "Transformation Strategies" June 19th, 2018 at Franklin Seafood and Steakhouse
- Wednesday, October 31st over 40 downtown businesses participated in our annual Halloween Trick or Treat in downtown Franklin. We had another one of our biggest turnouts ever of little ghosts and goblins and we enjoyed filling their pumpkins (or bags) with goodies.
- Downtown Christmas Open House – The highlight of this event was the carriage ride enjoyed by downtown shoppers as they enjoyed shopping and dining in downtown. Apple cider and cookies were provided by DFA as shoppers waited their turn to ride. – November 17th.
- Small Business Saturday sponsored by FSEDI and downtown Divas & Dudes – a great business day for our downtown – November 24, 2018.
- DFA Elf Parade was held Thursday December 6th. This is always a fun event for the children. Children meet at the Train Depot, get their elf hats and wait for Santa to arrive by fire engine. Once Santa arrives, they walk with Santa from the Depot to Barrett's Landing where they sit on Santa's knee while parents can take pictures then enjoy hot chocolate and cookies.
- New Business Spotlight program – We continue to present a Welcome Basket that provides a crafted basket filled with business related items and gift certificates donated by our local businesses and we deliver to new businesses opening in downtown. We take pictures and feature them in our quarterly newsletter. Program started in June of 2017
- Dan Howe represented the DFA on monthly boards: Franklin Business Center, Franklin-Southampton Chamber of Commerce, Rotary, routine attendance at City Council Meetings, Franklin Community Christmas Parade Committee, and made presentations to Lions Club of Franklin, The Rotary Club of Franklin promoting our great Downtown and the Franklin/Southampton community.

Convened at 6:00P.M. to interview Ward 2 candidate Amy Phillips.

City Council Members in Attendance: Vice-Mayor Barry Cheatham; Councilman Linwood Johnson; Councilman Bobby Cutchins; Councilwoman Wynndolyn Copeland; Councilman Gregory McLemore; and Councilman Benny Burgess

City Council Members not in Attendance: Mayor Frank Rabil

Staff in Attendance: Amanda Jarratt, City Manager; Taylor Williams, City Attorney; Mark Bly, Director of Power & Light; Russ Pace, Director of Public Works; Michelle Dandridge, Director of Human Resources; Donald Goodwin, Director of Community Development; Mark Carr, Interim Chief of Emergency Services; Dinah Babb, Treasurer of the City of Franklin; Tracy Spence, Director of Finance; Dan Howe, Director of Downtown Franklin Association; and Robert Porti, Interim Chief of Police

CITIZEN'S TIME

Tennie Smith; resides at 100 Artis Street. Mr. Smith expressed his concern about the high utility bills to City Council. Vice-Mayor Cheatham referred Mr. Smith to City Manager, Amanda Jarratt to assist him. City Manager Jarratt took Mr. Smith's contact information and told him she would give a call the next morning.

AMENDMENTS TO AGENDA

Vice-Mayor Barry Cheatham asked if there were any Amendments to the Agenda.

There were no Amendments to the Agenda.

Boy Scouts / Troop 17

Vice-Mayor Barry Cheatham recognized the Boy Scouts from Troop 17 and thanked them for attending the City Council Meeting. The Leader of Troop 17 informed Council that Troop 17 was attending the City Council meeting as part of their merit badge for citizenship in the community.

CONSENT AGENDA

Approval of May 16, 2019 Joint Meeting with Franklin Redevelopment and Housing Authority

Vice-Mayor Barry Cheatham asked if there were any additions or corrections to the minutes from the May 16, 2019 Joint Meeting with Franklin Redevelopment and Housing Authority.

There being none Vice-Mayor Cheatham asked for a motion of approval.

Councilman Linwood Johnson motioned to approve the May 16, 2019 joint meeting with Franklin Redevelopment and Housing Authority.

Councilwoman Wynndolyn Copeland seconded the motion.

The motion carried 6-0.

Approval of June 3, 2019 School Board Interviews

Vice-Mayor Barry Cheatham asked if there were any additions or corrections to the minutes from the June 3, 2019 School Board interviews.

There being none he asked for a motion of approval.

Councilwoman Wynndolyn Copeland motioned to approve the minutes from the June 3, 2019 School Board interviews.

Councilman Linwood Johnson seconded the motion.

The motion carried 6-0.

Approval of June 10 Regular City Council Meeting

Vice-Mayor Barry Cheatham asked if there were any additions or corrections to the minutes from the June 10, 2019 Regular City Council Meeting.

There being none he asked for a motion of approval.

Councilman Linwood Johnson motioned for approval of the minutes from the June 10, 2019 regular City Council Meeting.

Councilwoman Wynndolyn Copeland seconded the motion.

The motion carried 6-0

Approval of June 11, Town Hall Meeting

Vice-Mayor Barry Cheatham asked if there were any additions or corrections to the minutes from the June 11, 2019 Town Hall meeting.

Councilman Gregory McLemore asked if the minutes reflected the date that was set for the next Town Hall Meeting.

City Manager, Amanda Jarratt informed Council the information in question was on page 6, last paragraph of the minutes from June 11, 2019 Town Hall meeting.

Vice-Mayor Barry Cheatham read the following statement from the minutes: Mayor Rabil announced the data and ideas given to them by the citizens needs to be reviewed before another Town Hall Meeting could be planned.

Vice-Mayor Cheatham asked if there were any more amendments to the minutes.

There being none he asked for a motion of approval.

Councilman Linwood Johnson motioned to approve the minutes from the June 11, 2019 Town Hall meeting.

Councilwoman Wynndolyn Copeland seconded the motion.

The motion carried 6-0.

OLD / NEW BUSINESS

Appointments of School Board Members Ward 2 and Ward 6

Ward 2

Amy Phillips was nominated for the Ward 2 School Board seat at the May 13, 2019 City Council Meeting. Her interview was scheduled for June 24, 2019 at 6:00 p.m.

Vice-Mayor Barry Cheatham asked for a motion for an appointment to Ward 2 School Board seat.

Councilman Benny Burgess motioned to nominate Amy Phillips for the Ward 2 School Board seat.

Councilman Gregory McLemore seconded the motion.

The motion carried 6-0.

Ward 6

Jessica Grant and Heather Bunn were nominated for the Ward 6 School Board seat at the May 13, 2019 City Council Meeting. They were both interviewed by Franklin City Council on June 3, 2019.

Vice-Mayor Barry Cheatham asked for a motion for appointment for the Ward 6 School Board seat.

Councilman Bobby Cutchins motioned to nominate Jessica Grant to represent the Ward 6 School Board Seat.

Councilwoman Wynndolyn Copeland seconded the motion.

The motion failed 3-2 with one abstained vote.

The vote was as follows:

Vice-Mayor Barry Cheatham	NAY
Councilman Linwood Johnson	ABSTAIN
Councilman Bobby Cutchins	AYE
Councilwoman Wynndolyn Copeland	AYE
Councilman Gregory McLemore	AYE
Councilman Benny Burgess	NAY

City Attorney, Taylor Williams informed Council that Council could not go back to the Council Members that abstained at a later time. A vote was required.

Councilman Linwood Johnson asked if the vote had to be done tonight.

Vice-Mayor Cheatham replied there was a motion and a second on the table.

City Attorney Taylor Williams informed Council that if the motion does not pass tonight there is nothing to prevent the motion from being brought back to the next Council Meeting scheduled for Monday, July 22, 2019.

Vice-Mayor Barry Cheatham asked if it was Councilman Johnson's desire to defer this decision to the next City Council Meeting.

Councilman Linwood Johnson replied yes, he would like to defer.

Vice-Mayor Barry Cheatham stated there was another nomination to vote on tonight.

City Manager Jarratt informed Council she needed some instruction. She needed to know if Council wanted to consider the two nominations that were presented tonight or if they wanted to seek new nominations. If Council wished to seek new nominations, then a public notice is required.

Vice-Mayor Barry Cheatham asked Council what they wished to do.

Councilman Benny Burgess requested the public notice be sent out again for other nominations.

Councilman Linwood Johnson agreed with Councilman Benny Burgess's statement.

Councilman Gregory McLemore stated in his opinion someone qualified has been nominated but, he would go with the consensus of his colleagues.

Councilwoman Wynndolyn Copeland agreed with Councilman Gregory McLemore's statement.

Councilman Bobby Cutchins stated he has expressed his opinion by his nomination.

Vice-Mayor Barry Cheatham stated he also would like the public notice to be sent out again for other nominations.

Councilman Gregory McLemore asked how many votes were required by the City Charter.

City Attorney Taylor Williams answered the City Charter requires four votes.

Councilman Gregory McLemore requested to see this in the City Charter.

City Attorney Taylor Williams stated he would send this information the next morning.

Councilman Benny Burgess asked if this could be discussed further in Closed Session.

City Attorney Taylor Williams answered yes this could be added to Closed Session.

Overview of Planning Commission Recommendations to City Council

City Manager Jarratt gave a brief overview of the Planning Commission's Recommendations to City Council.

Following is the first reading of the proposed Rezoning and Zoning Ordinance Text Amendments:

City Manager Jarratt advised that the Planning Commission has continued to review the provisions of the zoning ordinance to insure that the City has the tools necessary to implement the Comprehensive Plan's recommendations and City Council's vision for removing development barriers and sustain managed growth. The Commission is currently proposing five text amendments to the zoning ordinance and one zoning map change.

City Manager Jarratt then introduced Donald Goodwin, Director of Community Development Department to review the following Planning Commission Recommendations and answer any questions.

They are as follows:

Food Trucks and Mobil Food Vendors

A mobile food vendor is a self-contained food service operation, located in a readily movable motorized wheeled or towed vehicle, used to store, prepare, display or serve food intended for individual portion service. (Food Carts are included in this definition).

The applicant shall provide the following to the zoning administrator:

- a) A copy of a valid City of Franklin business license and shall be posted at all times.
- b) A copy of valid health permit
- c) A copy of an approved inspection from the City of Franklin Department of Community Development
- d) When applicable operators shall provide a valid driver's license.
- e) When applicable operators shall provide current registration for the food truck, proof of current motor vehicle inspection, and proof of valid motor vehicle insurance for the food truck.

Councilman McLemore asked once the food truck vendor acquires his or her permit; can they go to different locations throughout the City.

Director Goodwin answered yes as long as the food truck vendor has permission from the owner.

Off-Street Parking Requirements

Director Goodwin reviewed the off-street parking requirements in order to service the number of required spaces which will help the City become more business friendly for some of the downtown efficiency units.

Reduce Lot Size and Frontage in the R-O Zoning District

The minimum lot area shall be reduced to 20,000 square feet from 40,000 square feet.

The minimum Lot frontage shall be reduced to 100 feet from 150 feet at the front setback line.

Reduce Lot Size and Frontage in the R-2 Zoning District

The minimum lot area shall be reduced to 5,000 square feet from 7,500 square feet.

The minimum lot frontage shall be reduced to 50 feet from 60 feet.

Zoning Map Amendment to Rezone the Current Downtown B-3 Zoning District to B-3A

The zoning Map Amendment to rezone the current downtown B-3 zoning district to be allowed mixed uses which would include residential and business uses.

Vice-Mayor Cheatham informed Council this presentation was the first reading. There would need to be staff recommendation to approve a Joint Public Hearing with the Planning Commission for the above discussed amendments for August 26, 2019.

CITY MANAGER'S REPORT

VMEA Wholesale Power Contract

City Manager Jarratt announced as a part of our Virginia Municipal Electric Association (VMEA) wholesale contract, Dominion is required to review annually the year end data regarding the Demand and Energy rates used to calculate the City's bill. City Manager Jarratt previously shared there would be a credit estimated at \$561,000.00. She added Dominion made an error in the calculation of the 2018 Demand and Energy true-up. This would result in Franklin receiving a reduction from \$561,000.00 to \$433,370.98.

Budget Billing

City Manager Jarratt gave an update on the Budget Billing Option. All citizens wishing to participate must enroll no later than July 1, 2019. The required application forms are available on the City of Franklin's Website or at the Utility Billing Department. The purpose of the budget billing payment policy is to allow a residential and commercial customer to pay equal amounts for their utilities' service each month. The budget billing period is July 1st through June 30th. The budget amount is based on the past twelve full months of actual bills for all utility services, divided by twelve; this amount will be your monthly budget bill amount for the next eleven months. The twelfth month of the plan is considered a "true-up" month where by any outstanding utility liability or credit based on your actual use during the past twelve months will be due or credited on the twelfth month's bill. If a customer wishes to cancel, written notice must be given one month prior to the effective date. In addition, the customer will have to pay any outstanding utility liability at date of termination. If a credit exists at time of termination, the credit will be applied to the next month's bill.

Councilman Gregory McLemore expressed his concern since Budget Billing will be available on July 1, 2019 which is the following week if the citizens would have ample time to prepare for this change.

Councilman Linwood Johnson requested an extension be available if needed.

City Manager Jarratt stated she would be happy to report back to Council how many citizens have enrolled at the July 22, 2019 City Council Meeting.

Councilman Benny Burgess asked if Franklin Redevelopment and Housing or Social Services should be notified as well.

Vice-Mayor Barry Cheatham reminded Council there were certain criteria that needed to be met.

Online Bill Pay Update

City Manager Jarratt informed Council that Online bill pay will be available on July 1, 2019. Notices have been posted downstairs in the lobby, the City of Franklin Website and the social media page.

Councilman Benny Burgess asked if Franklin Redevelopment and Housing or Social Services should be notified as well.

Joint Public Hearing

City Manager Jarratt reminded Council, as previously discussed staff will be advertising a joint public hearing with the City of Franklin Planning Commission to consider adoption of a number of amendments to the City of Franklin Zoning Ordinance on August 26, 2019.

Courthouse Security / Imposing Fee

City Manager Jarratt introduced Council to the following link <https://law.lis.virginia.gov/vacode/title53.1/chapter3/section53.1-120/>. This link refers to courthouse security and imposing a fee for up to \$10.00 per conviction to help with the cost of security. This will be an added court cost to any conviction of a criminal or traffic case. This was a shared expense with the City of Franklin in the past but no action was taken. There is also a potential \$25.00 jail fee per conviction where a defendant has been given an active jail sentence that could be looked into and that link was <https://law.lis.virginia.gov/vacode/title15.2/chapter16/section15.2-1613.1/>. This fee will assist the Sheriff to provide courthouse and courtroom security.

She added if City Council is interested in pursuing either of these fees this can be placed on an upcoming agenda.

City Council agreed they wanted further information about these fees.

Reimbursement of Costs Related to DUI Convictions

City Manager Jarratt responded to public comment received during the June 10, 2019 City Council Meeting that in the past the City in a three-year period has failed to collect \$250.00 on 92 DUI convictions.

Interim Police Chief Bob Porti prepared a memo reporting for the period of June 2016 through June 2019 there were a total of eighteen DUI related accidents. Of the eighteen, eight had more than one officer present, none indicate more than two units assigned.

There is a state code revision that allows for the locality to charge a flat fee of \$350.00 or up to \$1,000.00 if a detailed minute by minute accounting is supplied. This fee would only be charged upon conviction.

City Manager Jarratt recommended the City to update the Code to allow for the addition of the \$350.00 flat fee to be added on to cost at the time of conviction. Once codified, this information can be provided to Ms. Belcher, General District Court Clerk, to have the fee included as part of sentencing and costs with no further action required by City Staff.

Councilman McLemore asked if the fees could only be charged if an accident occurred.

Interim Police Chief Bob Porti answered there has been an update to the Virginia Code that now allows the locality to charge a flat fee of \$350.00 or up to \$1,000.00 if detailed minute by minute accounting is supplied. The updated code also allows the fee to be added upon conviction rather than asking for the court to grant a separate civil penalty.

Councilman McLemore asked what determines which fee to charge.

Interim Chief Porti answered the Police Department determines the charge pending the time spent.

It was Council's recommendation to bring this back for discussion at the next City Council Meeting scheduled on Monday, July 22, 2019.

Request for Additional Courthouse Security

City Manager Jarratt introduced a memo from Southampton County Administrator, Mike Johnson which Sheriff Jack Stutts has requested additional security at the entrance of the Southampton County Courthouse. The existing security checkpoint in the Courthouse foyer is currently staffed by part-time screeners who are not sworn officers and are unarmed. Sherriff Stutts has requested one locally funded full-time court security position to rotate with the existing court security staff in assuring the presence of an armed officer in the Courthouse foyer at all times that the facility is open to the public. While the base salary for the position is \$40,000.00, the final total cost with fringe benefits will range from \$48,532.00 (no health insurance coverage) to \$89,736.00 (full family health insurance coverage). The cost of the position will be shared by the City and County on a proportional population basis (68% County / 32% City).

Vice-Mayor Cheatham expressed concern that the memo also stated an additional General District Court Day being added which will require more staffing.

City Council agreed they would like more clarification before making any decisions on this matter.

City Manager Jarratt stated she would get more clarification from Sheriff Jack Stutts and report back to Council.

Courthouse Project

City Manager Jarratt informed Council that in regards to the courthouse discussion, she has reached out to the judges to let them know that City Council would like to meet with them. She added that the judges want to meet with her first to discuss where and what format this meeting will take place.

Councilman McLemore expressed his concern that the judges want to meet with City Manager Jarratt before meeting with City Council and would like to know why they want to do this.

City Manager Jarratt informed Council she planned on taking someone with her to record minutes and she assured Council she had no plans of ever going into a meeting alone with regards to the Courthouse Project.

Councilman McLemore stated he would like to attend this meeting as well.

City Manager Jarratt stated she would let the Judges know of his decision.

No Bicycle Signs

City Manager Jarratt informed Council as a follow-up to the Town Hall Meetings the no bicycle signs have been removed.

Stop Lights

City Manager Jarratt stated as a follow-up to the Town Hall Meetings there were some questions about the stop lights located at Main and Second and Main and Fourth, investigation is being done and she will report back to Council with the results.

Neighborhood Grant

City Manager Jarratt informed Council as a follow-up to housing concerns in the City that were brought up at the City Council Retreat Meeting; there was a decision to pursue another Community Development Block Grant. The Planning Commission will be involved in this grant project and this topic will be brought up at the Planning Commission Meeting in July.

Tower Update

City Manager Jarratt stated there has been several meetings regarding the tower located on Delaware, hopefully this will be an agenda item at the July 22, 2019 City Council Meeting.

Vice-Mayor Cheatham asked if there was an update on the Verizon tower.

City Manager Jarratt answered a site plan was filed in March, the ball is in their court at the moment.

Joint Courthouse Meeting

City Manager Jarratt informed Council she spoke to Mike Johnson, Southampton County Administrator about available dates to meet with City Council to discuss the Courthouse Project. The possible dates he would be available were July 15th, 16th, 17th or 18th. After some discussion Council decided to meet on Monday, July 15, 2019.

Della Hayden Historical Marker

City Manager Jarratt informed Council that she had received notification that the historical marker for Della Hayden has been approved. She will let Council know what date this will be unveiled.

Davenport Update

City Manager Jarratt informed Council Davenport will be reporting on CIP projects at the July 22, 2019 City Council Meeting.

Councilman Johnson asked if Davenport had given an update concerning the Electric Department.

City Manager Jarratt answered Davenport would be giving an update on the Electric Department at the July 22, 2019 City Council Meeting.

Trash Collection

City Manager Jarratt informed Council staff has implemented a change concerning the Sanitation Crew. They will now be observing City holidays like the rest of the staff and will run a double route the next day. Citizens will be updated on this change.

Ward Tour

City Manager Jarratt informed Council the list of items that were brought up during the Ward Tour have been sent to the appropriate Departments and follow-up is under way.

COUNCIL / STAFF REPORTS ON BOARDS / COMMISSIONS

Councilman Johnson stated he was honored to announce that Vice-Mayor Barry Cheatham was voted in as Chairman of the Regional Jail Board.

Councilman Johnson also added he attended the Franklin High School Graduation, it was well attended and well organized. The students received over \$3,000,000.00 in grants.

Councilman Johnson added he attended the Remote Area Medical (RAM) Program at Greenville High School where 823 plus individuals were served. He put in a request for this program to come to Franklin next year.

Councilman Burgess announced that Wednesday, June 26, 2019, 4:30 p.m. Kasey Applewhite would be having his ribbon cutting ceremony located at Sachs Avenue, a graduate of the Franklin Business Center.

Councilman Burgess reminded everyone about the Downtown Fourth of July Celebration that will be held on Wednesday, July 3, 2019.

Councilman McLemore asked if the Closed Session motion needed to be amended to discuss the Housing Authority or is that included in the Closed Session Statement.

Councilman McLemore informed Council he attended the Social Services Board meeting where a topic of discussion was about children being left at home alone. He urged everyone to please watch out for children and things that appear of out of the ordinary.

Vice-Chairman Cheatham congratulated Mr. Ellis Cofield, Jr. on being named the 2019 honorary of the Entrepreneurial Excellence Award of Hampton Roads.

Councilman Burgess asked about the City of Franklin's water quality. This was a concern that was brought up at one of the Town Hall Meetings.

City Manager Jarratt answered the City has high levels of fluoride and sodium in the water which is common in this region. We take the necessary steps to be in compliance with the Virginia Health Department requirements and there is a Water Quality Report sent every month.

Councilman Burgess stated another concern that was brought up at one of the Town Hall Meetings was City Council needs to give direction to Planning Commission. He asked City Manager Jarratt to explain this process.

City Manager Jarratt explained there are three ways that amendments can start.

1. City Council can adopt an initiating resolution and send it to the Planning Commission
2. The Planning Commission can adopt an initiating resolution and send it to Council
3. An individual or business can file an application

CLOSED SESSION

There being nothing further to discuss Vice-Mayor asked for a motion to go into Closed Session.

Councilwoman Wynndolyn Copeland moved that the Franklin City Council meet in closed session to discuss appointments to boards and commissions; 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; discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public, regarding specific legal matters requiring legal advice pursuant to Virginia Code Section 2.2 – 3711 (A) (1), (3) (5) & (8).

Councilman Linwood Johnson seconded the motion.

The motion carried 6-0.

Councilwoman Copeland, with a second from Vice-Mayor Cheatham, made a motion to come out of closed session.

Councilman Cutchins, with a second from Councilwoman Copeland, moved to appoint Jessica Grant to the Franklin City School Board.

The vote carried 5-1, with Vice-Mayor Cheatham voting against.

ADJOURNMENT

The June 24, 2019 Regular City Council Meeting adjourned at 8:19 p.m.

Mayor

Clerk to City Council

JOINT COURTHOUSE MEETING BETWEEN SOUTHAMPTON BOARD OF SUPERVISORS AND FRANKLIN CITY COUNCIL

Southampton Board of Supervisors in Attendance: Dallas O. Jones, Chairman, Drewryville Representative; Ronald M. West, Berlin – Ivor Representative; Vice-Chairman; Carl J. Faison, Boykins – Branchville Representative; S. Bruce Phillips Capron Representative; Barry T. Porter, Franklin Representative; and R. Randolph Cook, Newsoms Representative

Southampton Board of Supervisors not in Attendance: Dr. Alan Edwards

Other Southampton County Staff in Attendance: Michael W. Johnson, Southampton County Administrator; Lynnette C. Lowe, Deputy County Administrator / Chief Financial Officer; Richard E. Railey, Jr., County Attorney and Nora C. Adkins, Administrative Assistant, Recording Minutes

Franklin City Council in Attendance: Frank Rabil, Mayor; Barry Cheatham, Vice-Mayor; Councilman Linwood Johnson; Councilman Bobby Cutchins; Wynndolyn Copeland; Councilman Gregory McLemore and Benny Burgess

Other City of Franklin Staff in Attendance: Amanda Jarratt, City Manager; Taylor Williams, City Attorney and Leesa Barnes, Acting Secretary, Recording Minutes

Mayor Frank Rabil called the Joint Courthouse Meeting between Southampton Board of Supervisors and Franklin City Council to order.

Public Comment

Mayor Frank Rabil announced the Public Comment portion of the meeting. He advised the citizens who signed up for Public Comment they had three minutes to offer their public comment.

Citizen 1

Earva Lee Sumblin Jones, 33306 Joyners Bridge Road, Franklin, Virginia 23851; Mrs. Jones appealed to the Board to look into renovating the Courthouse instead of constructing a building. She requested the Board of Supervisors and City Council take a look at the census. She stated people do not move into a locality because of the courthouse, people move into a locality because of health, security and education. The census of 2000 showed Southampton County's population was 17,482 and in 2010 the population was 18,570, this is only an increase of 1088 in a decade. Mrs. Jones stated this shows that our priorities should be elsewhere and not on a new courthouse. She suggested tabling this decision until the 2020 census is complete.

Citizen 2

Tommy Potter resides at Sunbeam Road, Franklin, Virginia; Mr. Potter is currently running for the Southampton County Sheriff's position. He stated in the last few months he has attended City Council Meetings, Town Hall Meetings, and Southampton County Board Meetings and the one topic that comes up at all of these meetings is the Courthouse Project. Overwhelmingly citizens in the County as well as the City are concerned about the courthouse. They are concerned how this will affect the tax rates in the years to come. Farmers and landowners are concerned that this project will be the end of the Landowners Program in an effort to pay for the Courthouse Project. Teachers are worried there will not be any money left to renovate and improve our schools. Homeowners feel that they will be burdened with the expense of this building. The City Courts can be made secure for minimal cost to the City, if the City would start electing

the Board Security fee as allowed by our state statute. I understand this fee is not currently being collected this fee because there is not a City Ordinance that allows this fee to be collected by the Court Clerk. He agrees that something needs to be done to our Courthouse. In Its current state, it is not a healthy working environment; however, I believe there is a solution that will not cost 24 to 26 million dollars and will not financially cripple our community.

Citizen 3

Christopher A. Cornwell resides at 30499 Berlin Dory Road, Sedley, Virginia 23878; Mr. Cornwell is in favor of the Courthouse Project. He asked City Council and the Board of Supervisors to make sure this project is what is needed before burdening the taxpayers for years to come. He asked for City Council and the Board of Supervisors to please work together.

Citizen 4

Dan Crumpler resides at 30112 Nottoway Lane, Franklin, Virginia 23851; Mr. Crumpler stated citizens have been misled about this project from the beginning. The City was told they had no say so and Southampton County was told there was nothing they could do but go along with this project. Attorney Crumpler stated Moseley Architects needed to be terminated immediately.

Citizen 5

Amanda Crumpler resides at 30112 Nottoway Lane, Franklin, Virginia 23851; Mrs. Crumpler thanked Franklin City Council for finally finding their voice and standing-up for its constituents. Your action of filing a resolution to assert the position that the City does not want to lose their courthouse is the first time throughout this courthouse debate that leadership has spoken for its people. She added to the Board of Supervisors of Southampton County, your constituents were presented a referendum in November of 2017 which "read shall the courthouse be removed to 30100 Camp Parkway, Courtland, Virginia 23837, shall the Southampton County Board of Supervisors be permitted to spend \$26,500,000.00 therefore; let me remind you what your constituents voted; Capron 79% - no; Berlin 84% - no; Ivor 75% - no; Boykins 81% - no; Branchville 72% - no; Forks of the River 78% - no; Courtland 82% - no; Sedley 87% - no; Blackwater River 79% - no; Newsoms 83% - no; Hunterdale 71% - no; Drewryville 78% -no; Sebrell 84% - no. She challenged the elected members of the Board of Supervisors to start representing your constituents who trusted you as their voice.

Citizen 6

Bobby Tyler resides at 112 Queens Lane, Franklin Virginia 23851; Mr. Tyler stated he had nothing to add. He yielded his time back to the board.

Citizen 7

Joe Vick resides at Indian Town Road, Courtland, Virginia; Mr. Vick stated he wanted to speak to the Franklin City Council. He added the Franklin City Council has been told by the Supervisor of the Southampton County Board of Supervisors that they have no choice in this matter which is primarily true. Of course adequate proper facilities have to be provided for the court, but this has gone on for far too long. There is no doubt about it this project is going to cost money, but decisions were made. First decision, Southampton County made was to form a Courthouse Committee, which Southampton County gave up their decision power up

to a committee. Second decision made was to combine Franklin City Courts and Southampton County Courts, recently the constituents found out that the City of Franklin was not a part of this decision. Third decision that The Southampton County Board of Supervisors made was to add a third courtroom which is the reason that the existing courthouse has to be removed or renovated. He added so why do we need a third courtroom? The addition does not need to be added because we are combining courts, it needs to be added because we have projections that show the county may have a case load that will call for it in twenty years. The second reason this third courtroom needed to be added is for the ease of scheduling for one of the judges. I hope that will be discussed tonight at this meeting.

Citizen 8

Glenn Updike resides at 33350 Statesville Road, Newsoms, Virginia; Mr. Updike stated he agrees with all of the speakers before him. He added there is one more thing that has been completely ignored and that is what will be done with the old courthouse if there is a new one built. He asked that the Southampton County Board of Supervisors get their facts and figures together before making a decision. He also asked the Southampton County Board of Supervisors to please listen to their citizens. Your citizens do not want this new courthouse to be constructed. This county does not need to burden their future children and grandchildren with this expense.

Citizen 9

Linda Simmons resides at 27511 Southampton Parkway, Courtland, Virginia; Ms. Simmons stated she attended a presentation in Ivor, Virginia 23866 and seventy-five percent of the time the question that arose was what is wrong with the existing courthouse. She added not once was a preventative maintenance program mentioned. That is a negligence issue and should be handled as such. The county vote was 80 to 85 percent no to constructing a new courthouse. Citizens feel misled on this and as a professional realtor, misleading a client is illegal. Citizens feel slighted and totally ignored. She added this County does not need any more debt.

Citizen 10

William Hart Gillette resides at 17375 Old Belfield Road, Capron, Virginia; Mr. Gillette stated he would like to reiterate what has been said tonight. I have heard the results of the vote in the county. Having declared a candidacy to run for the Capron District, I set out to find the no and the yes votes. He added so far in his district he has not found a yes vote out of over 200 households. There have been a lot of mistakes made in this county. He urges the Southampton County Board of Supervisors to proceed with caution in going forth with this project.

Mayor Frank Rabil stated that everyone needs to understand that once the referendum failed, the City was at the mercy of what the County chooses to do. He added the City is responsible for the percentage which could be from 22 to 32 percent. He stated this meeting is to figure out a less expensive alternative. The City would like an update such as what is going on, what is the timeline and what should the City expect because there needs to be some financial planning done to prepare for this project. Mayor Rabil asked Mike Johnson, Administrator of Southampton County to explain the timeline.

Administrator Johnson explained the Courthouse Project goes back to 2008. In 2008 the Board of Supervisors engaged architects to do a Security Improvement Study and this study was completed in

September 2008. In March 2010 the Courthouse Security Improvement Project was added to the County's Capital Improvement Program. In October 2011, Jack Stutts, Sheriff of Southampton County initiated procedures to improve the security which included security improvements. In September 2012 PMA Architects was selected to serve as the project architects. In August 2013 the scope of work was finalized to design the security improvements and the work began. In November 2013 the scope of work was modified to include a new electrical generator at the judges' request. In August 2015 the plans were near completion. The architects' estimate with just the security improvements was \$939,800.00 with plans proceed with HVAC replacement under a separate contract. In November 2015 the final plan review was held with the judges at which time they advised to postpone the project until bigger issues were addressed. Following this message from the court, the architects prepared a Courthouse Evaluation Report which was presented to the court in February 2016. In March 2016 the Board appointed a Courthouse Planning Committee. In May 2016 that Planning Committee recommended a referendum to relocate the Courthouse. In September 2016 Moseley Architects was engaged to assist the Courthouse Planning Committee. In July 2017 the location of Camp Parkway was selected as a potential new site for the New Courthouse. In November 2018 the voters overwhelmingly rejected the question. Following the referendum, the Board requested Moseley architects to prepare some alternatives to the 26.3 million dollar alterations and or renovations project. In February 2018 Moseley Architects presented seven preliminary concepts, which were all looked at by the Board. In June 2018 the Board of Supervisors narrowed the seven concepts to three concepts. A Public Hearing was scheduled in July 2018. This Public Hearing was scheduled a year ago. Following the Public Hearing, the County Administrator and the County Attorney were directed to negotiate associated property options.

Mayor Rabil asked what the current status of the Courthouse Project was and if there has been any contact with the judges.

Administrator Johnson replied he has not spoken with Judge Eason in the last thirty days. He did speak with him in May and he indicated that he would not like to see a delay of the Courthouse Project.

Councilman Gregory McLemore thanked the citizens for attending the meeting. Everyone that has spoken here tonight has spoken against the Courthouse Project and Council is elected to serve the people. He stated that City Council at no time has agreed to give up the City's Courts. He feels that Southampton County should have no direction over what the City does with their Courthouse. He added City Council has had no contact with the judges concerning the security of the current Courthouse. If and when the judges contact the City Council and let us know what needs to be done as far as bringing our Courthouse up to the security requirements. He then asked who initiated the City to participate in the Courthouse Planning Committee.

Mayor Rabil answered he and City Manager at the time, Randy Martin initiated the participation in the Courthouse Planning Committee.

Councilman McLemore stated we are a Council and the Charter says the Mayor is one vote and for Mayor Rabil and City Manager Martin to take it upon themselves to make this decision without bringing it before Council is wrong. We cannot afford to take on this debt. We need to hold our elected officials accountable for their actions. He added why is City Council talking about participating in a multi-million dollar project that Council didn't collectively vote on.

Mayor Rabil stated he was a Council member when he was chosen to serve on the Courthouse Committee. City Council had to vote whether they were going to be included on the referendum. He added he thought the vote was unanimous and the referendum was to include all alterations and renovations to the Courthouse.

Vice-Mayor Barry Cheatham understood one of the things that caused the Courthouse to need renovations was the need for a third courtroom. He presented an idea of converting the Franklin Courtroom to be the extra courtroom and then there would not be a need for a new courthouse and then the existing courthouse would just need to be renovated.

Councilman Linwood Johnson stated we are here to work together and he supported Vice-Mayor Cheatham's idea. If the City and the County engage in the cost of this project, the economic growth will cease to exist in this area, because no one will come into an area with such a high tax basis. We as elected officials need to work together to find a solution. Our citizens trust their elected officials to make the right decision, let's make the right decision.

Supervisor Barry Porter stated it is my understanding if the City or County is given a Show Cause Order, the cost of the Courthouse Project could increase as much as 25% to 60% of the original estimate. He added it is true, the judges cannot make you build a new courthouse, but that's irrelevant. They can make you provide them with a facility that fully meets the guidelines.

Councilman Benny Burgess stated he had a question for City Manager Amanda Jarratt. He asked had there been any correspondence from the judges since City Council submitted their resolution and what steps have been taken to try and figure out what this project is going to cost.

City Manager Jarratt answered first there was the Freedom of Information Act (FOIA) request from the Tidewater News that asked for any correspondence from the previous City Manager, Randy Martin and then there was the email received from Judge Brewbaker that alluded to his concern about the safety and security of the Franklin Courthouse. His primary concern was about the lack of bullet-proof glass at the Clerk's Office. There has been no other written correspondence that she has been made aware of. Since City Council presented their resolution, we have reached out to the judges to request a meeting with City Council. She received a response from one judge that wants to meet with her first before meeting with City Council.

Supervisor Bruce Phillips stated he took a tour of the Franklin Courthouse and he found the Courthouse was in good repair except for the bullet-proof glass at the Clerk's Office. He suggested everyone on the Southampton Board of Supervisors listen to Attorney, Dan Crumpler's presentation in order to get a better understanding of why the City is responding the way they have.

Councilman Linwood Johnson stated he had a couple of questions the first was did Moseley Architects give an opinion about renovating the existing courthouse and second did the County seek out other architects for estimates.

Administrator Johnson answered, Moseley Architects did give an estimate for the renovation of the existing courthouse and no, Southampton County did not seek other estimates. PMA Architects was the first estimate and then Moseley Architects.

JOINT COURTHOUSE MEETING BETWEEN SOUTHAMPTON BOARD OF SUPERVISORS AND FRANKLIN CITY COUNCIL

Councilman McLemore stated that he feels before committing to anything as far as the Courthouse Project is concerned good research needs to be done. We understand that the security regulations need to be met and that will be done. He added the Board of Supervisors and the Franklin City Council are elected officials; we need to work together and meet the security regulations for the least amount of money for the taxpayers that we serve.

Supervisor Porter stated these are just projections; the Courthouse project will be bided out for the best quality price.

Councilman Bobby Cuthchins stated as City Council members we will fight to do what is right for the City of Franklin.

Councilman McLemore requested to see documentation of when City Council agreed to join Courthouses. He added if Franklin Courts combine with Southampton County Courts, the City will relinquish its Charter. If we are to operate as a City we must have our own courts.

Mayor Rabil stated he disagreed with this statement, but he would definitely find out.

After considerable discussion, Mayor Rabil asked for a motion to adjourn the Joint Meeting.

Vice-Mayor Barry Cheatham made a motion to adjourn the April 15, 2019 Joint Courthouse Meeting between the Southampton Board of Supervisors and The Franklin City Council.

The motion was seconded by Councilman Linwood Johnson.

The motion carried the vote by a 7-0 vote.

The April 15, 2019 Joint Courthouse Meeting between the Southampton Board of Supervisors and the Franklin City Council adjourned at 8:45 p.m.

Mayor

Clerk to City Council



**RESOLUTION OF THE FRANKLIN CITY COUNCIL ACKNOWLEDGING
NOVEMBER 15, 2019 THROUGH DECEMBER 15, 2019 AS
BUY LOCAL MONTH**

WHEREAS, The Franklin City Council proud to join the region in supporting and celebrating local-independent businesses and the impact they have on the region's culture, economy and character; and

WHEREAS, by "Buying Local," City of Franklin residents embrace this unique, vibrant community and recognize that it is the one-of-a-kind businesses that keep us from becoming "Anywhere, USA" and encourage a strong sense of pride in place; and

WHEREAS, by "Buying Local," City of Franklin residents create prosperity for all. The "multiplier effect" of locals choosing locals creates diverse job opportunities, protecting us from the effects of economic downturns; and

WHEREAS, by "Buying Local," City of Franklin residents help to improve and protect the environment. The purchasing habits, central location and smaller footprint of local businesses often results in less pollution and congestion; and

WHEREAS, by "Buying Local," City of Franklin residents keep money circulation in the local economy. For every \$100 spent at a local-independent business, \$45 goes back into the community, versus only \$14 when spent at a national chain store; and

WHEREAS, by "Buying Local," City of Franklin residents support a healthy and happy community. Studies show that those who live in communities where local-independent businesses are the norm are healthier and thus happier; and

WHEREAS, by acknowledging November 15 through December 15, 2019, as Buy Local Month, the Franklin City Council supports local businesses that create jobs, boost local economy and preserve neighborhoods.

Now therefore, be it resolved that the Franklin City Council hereby:

Acknowledges November 15 through December 15, 2019 as "Buy Local Month," and urges all citizens to join in this celebration and to Buy Local for the holidays and throughout the year.

APPROVED AND ADOPTED by the Franklin City Council this 12th day of August 2019.

Mayor Frank M. Rabil

BUDGET AMENDMENT 2020-2

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FRANKLIN, VIRGINIA that the 2019-2020 City Budget is hereby amended to:

1. recognize revenues related to donations for Human Resources Back to School Drive and to appropriate revenue for use;
2. to reduce appropriations related to FY19 closed capital projects;
3. recognize revenues from the Virginia Office of Emergency Medical Services for an ambulance and stretcher and to appropriate such revenue for use;
4. to adjust appropriations related to CSA Administrative Services to FY20 projected actual per City of Suffolk agreement; and
5. recognize revenues from the Franklin Southampton Charities and to appropriate such revenue for new uses.

		2019-2020	AMENDED	INCREASE
		BUDGET	BUDGET	(DECREASE)
	<u>#1</u>			
100	<u>GENERAL FUND</u>			
	<u>REVENUE</u>			
18990-3057	Donations-Other	\$0	\$100	\$100
				\$100
	<u>EXPENDITURES</u>			
12220-6001	Office Supplies	\$1,000	\$1,100	\$100
				\$100
	<u>#2</u>			
200	<u>CAPITAL FUND – GENERAL</u>			
	<u>REVENUE</u>			
24040-0003	Fire Programs Fund Grant Equip	\$200,000	\$0	\$(200,000)
24040-0062	USDA Police Grant	250,000	0	(250,000)
41040-3010	Donations Recreation	30,000	0	(30,000)
				\$480,000
	<u>EXPENDITURES</u>			
94000-8105	Motor Vehicles	271,500	21,500	\$(250,000)
94000-8125	Playground Equipment	100,000	70,000	(30,000)
94000-8126	Rescue Vehicle	200,000	0	(200,000)
				\$480,000
	<u>#3</u>			
200	<u>CAPITAL FUND – GENERAL</u>			
	<u>REVENUE</u>			
24040-0003	Fire Programs Fund Grant Equip	\$0	\$110,533	\$110,533
41040-0002	Proceeds from Leases	1,045,000	934,467	(110,533)

				\$0
	<u>#4</u>			
202	CSA			
	EXPENDITURES			
57115-5740	State/Local Mandated Services	\$146,362	\$145,303	\$(1,059)
57115-5747	Administrative Services	51,908	52,967	1,059
				\$0
	<u>#5</u>			
220	FOUNDATION GRANTS			
	REVENUE			
18990-3001	Franklin/Southampton Charities	\$10,000	\$20,000	\$10,000
				\$10,000
	EXPENDITURES			
32100-8117	Fire Prevention-Other Grants	\$0	\$5,000	\$5,000
91450-4009	Hunterdale Volunteer Fire Dept	0	5,000	5,000
				\$10,000

Certified copy of resolution adopted by Franklin City Council.

Clerk to the City Council



COMMONWEALTH of VIRGINIA

Department of Health

PO BOX 2448
RICHMOND, VA 23218

TTY 7-1-1 OR
1-800-828-1120

July 01, 2019

Vincent Holt
Franklin Fire & Rescue
Po Box 179
Franklin, VA 23851

Dear Grant Administrator:

The Office of Emergency Medical Services (OEMS) is pleased to announce that your agency has been awarded funding from the Financial Assistance for Emergency Medical Services Grant Program, known as the Rescue Squad Assistance Fund (RSAF). The attached Award Page itemizes the actual dollar value, quantity, funding level and item(s) your agency has been awarded under this program. The following documents can be completed and submitted via E-Gift:

Memorandum of Agreement: Must be submitted by September 1, 2019.

Instructions for Grant Reimbursement: All items must be submitted in order to process your reimbursement.

Equipment Status/Final Report Form: This form must be submitted sixty (60) days after the grant cycle deadline.

If your agency has had special conditions placed on your grant award, any and all conditions must be met in order to receive reimbursement. Items awarded may be available by state contract, www.eva.virginia.gov. OEMS recommends your agency purchase under state contract if applicable.

Any funding your agency receives through Return to Localities funding cannot be used as the matching share of Rescue Squad Assistance Fund grants or any grants offered using Four-For-Life funds. "Any funds received from Section 16.2-694 by a non-state agency cannot be used to match any other funds derived from Section 46.2-691 by that same non-state agency".

All items awarded funding must be ordered from the vendor by **September 1, 2019** invoices for all items awarded funding must be submitted to OEMS by **December 31, 2019**. You must contact OEMS prior to the September 1, 2019 deadline if your agency has encountered difficulties in meeting these deadlines.

If you have any questions, please contact Luke Parker, OEMS Grant Program Manager at (804) 888-9106, luke.parker@vdh.virginia.gov or Linwood P. Pulling, Grant Specialist at (804) 888-9105, Linwood.Pulling@vdh.virginia.gov or 1-800-523-6019 for additional grant information.

Congratulations,

Gary R. Brown, Director

**Office of Emergency Medical Services
Consolidated Grant Program
AWARD PAGE**

July 1, 2019 - June 30, 2020 Grant Period

Agency Name: Franklin Fire & Rescue
Grant Number: TI-C06/06-19

Item Type (Item)	Status	Quantity Funded	Funding % Level	Amount Funded
2019 McCoy Miller Ambulance	FUNDED	1	50 / 50	\$101,867.00
Conditions:				
1-Vehicle must be available for service 24 hours a day, 7 days a week.				
13-Acknowledgment must be provided on any printed material, equipment or vehicle as follows: "Funding was made possible by a grant from the Virginia Office of Emergency Medical Services, Virginia Department of Health."				
32-Agency must complete all vehicle information in the "manage vehicles" section of the VPHIB system, including all data elements within the vehicle information, station, purchase information, and vehicle status sections. If this vehicle is replacing another vehicle, the vehicle being replaced must be marked as "inactive" in the VPHIB system.				
35-All ambulances must be compliant with Virginia Emergency Medical Services Regulations 12VAC5-31-810, Ground ambulance specifications.				
36-All agencies using an ePCR systems will submit in real-time unless approved in writing by the OEMS. EMS data quality will not be assessed for 30 days after an EMS incident to allow resubmission of incomplete ePCRs.				
37-Agencies using ImageTrend, ZOLL, or emsCharts EMS ePCR software products must submit EMS data to VPHIB via Web-services.				
Total:				\$101,867.00



COMMONWEALTH of VIRGINIA

Department of Health

PO BOX 2448
RICHMOND, VA 23218

TTY 7-1-1 OR
1-800-828-1128

July 01, 2018

Vincent Holt
Franklin Fire & Rescue
Po Box 179
Franklin, VA 23851

Dear Grant Administrator:

The Office of Emergency Medical Services (OEMS) is pleased to announce that your agency has been awarded funding from the Financial Assistance for Emergency Medical Services Grant Program, known as the Rescue Squad Assistance Fund (RSAF). The attached Award Page itemizes the actual dollar value, quantity, funding level and item(s) your agency has been awarded under this program. The following documents can be completed and submitted via E-Gift:

Memorandum of Agreement: Must be submitted by September 1, 2018.

Instructions for Grant Reimbursement: All items must be submitted in order to process your reimbursement.

Equipment Status/Final Report Form: This form must be submitted sixty (60) days after the grant cycle deadline.

If your agency has had special conditions placed on your grant award, any and all conditions must be met in order to receive reimbursement. Items awarded may be available by state contract, www.eva.virginia.gov, OEMS recommends your agency purchase under state contract if applicable.

Any funding your agency receives through Return to Localities funding cannot be used as the matching share of Rescue Squad Assistance Fund grants or any grants offered using **Four-For-Life** funds. "Any funds received from Section 16.2-694 by a non-state agency cannot be used to match any other funds derived from Section 46.2-691 by that same non-state agency".

All items awarded funding must be ordered from the vendor by **September 1, 2018** invoices for all items awarded funding must be submitted to OEMS by **December 31, 2018**. You must contact OEMS prior to the September 1, 2018 deadline if your agency has encountered difficulties in meeting these deadlines.

If you have any questions, please contact Luke Parker, OEMS Grant Program Manager at (804) 888-9106, luke.parker@vdh.virginia.gov or Linwood P. Pulling, Grant Specialist at (804) 888-9105, Linwood.Pulling@vdh.virginia.gov or 1-800-523-6019 for additional grant information.

Congratulations,

A handwritten signature in cursive script that reads "Gary R. Brown".

Gary R. Brown, Director

**Office of Emergency Medical Services
Consolidated Grant Program
AWARD PAGE**

July 1, 2018 - June 30, 2019 Grant Period

Agency Name: Franklin Fire & Rescue

Grant Number: TI-C03/06-18

Item Type (Item)	Status	Quantity Funded	Funding % Level	Amount Funded
Stryker Power Pro Cot	FUNDED	1	50 / 50	\$8,666.00
Conditions:				
13-Acknowledgment must be provided on any printed material, equipment or vehicle as follows: "Funding was made possible by a grant from the Virginia Office of Emergency Medical Services, Virginia Department of Health."				
36-All agencies using an ePCR systems will submit in real-time unless approved in writing by the OEMS. EMS data quality will not be assessed for 30 days after an EMS incident to allow resubmission of incomplete ePCRs.				
37-Agencies using ImageTrend, ZOLL, or emsCharts EMS ePCR software products must submit EMS data to VPHIB via Web-services.				
Total:				\$8,666.00

RSAF GRANT NON-FUNDING EXPLANATION

July 1, 2018 - June 30, 2019 Grant Period

Agency Name: Franklin Fire & Rescue

Grant Title: Rescue Squad Assistance Fund

Grant Number: TI-C03/06-18

Items Requested	Status	Average Grade
2018 McCoy Miller F-450 4X4	NOT-FUNDED	2.80

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

July 18, 2019

Ms. Amanda C. Jarratt
City Manager
City of Franklin
P. O. Box 179
Franklin, VA 23851

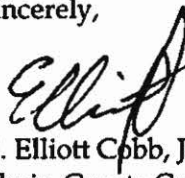
Dear Amanda:

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

Enclosures



August 6, 2019

To: Franklin City Council

From: Amanda C. Jarratt, City Manager

Reference: Community Electric Mutual Aid Agreement

Background

Attached is a mutual aid agreement between the City of Franklin and Community Electric. This agreement provides a formal vehicle for Community Electric to provide Franklin Power and Light assistance when necessary and Franklin Power and Light to provide them assistance if requested. Due to limited staffing we have had several instances that we have had to utilize their services.

Needed Action

Authorize execution of the mutual aid agreement.

Mutual Aid Agreement
Between
Community Electric Cooperative
And
Franklin Power & Light

This Mutual Aid Agreement (the "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between Community Electric Cooperative, an electric membership cooperative having its headquarters at 52 West Windsor Boulevard, Windsor, Virginia 23487 (the "Cooperative") and Franklin Power & Light, a department of City of Franklin having its headquarters at 1050 Pretlow Street, Franklin, Virginia 23851 ("FP&L"). The Cooperative and FP&L may be referred to hereafter individually as a "Party" and collectively as the "Parties".

Recitals

It is in the mutual interest of the Parties to enter into an agreement whereby either Party may, upon request by the other Party, provide emergency repairs and/or operation and maintenance services to the other Party. Such services may include, without limitation, the restoration of electric distribution lines, equipment and other facilities of a Party in an emergency or after an outage.

NOW, THEREFORE, in order to carry out the purposes of this Agreement, in consideration of their respective commitments set forth in this Agreement, and intending to be legally bound, the Parties agree as follows:

The Parties will perform this Agreement in accordance with the Terms and Conditions provided herein, including Exhibit A (Contact Information), Exhibit B (Standard Operating and Maintenance Procedures to be used in Administering the Mutual Aid Agreement Between the Cooperative and FP&L), and Exhibit C (Fee Schedule), which are incorporated herein by reference as if fully set forth herein.

Terms and Conditions

1. Description of Services

(a) At the request of a Party (the "Requesting Party"), the other Party (the "Providing Party") shall furnish qualified labor and supervision, equipment, materials, and transportation

necessary to provide emergency repair and/or maintenance services (the "Services") to the Requesting Party pursuant to the Standard Operating and Maintenance Procedures attached to this Agreement as Exhibit B (the "Procedures").

(b) The Providing Party may, at the request of the Requesting Party, patrol the Requesting Party's distribution lines solely for the purpose of locating and identifying damage to, or malfunction of, such lines and to transmit such information to the Requesting Party. The Providing Party will be required to notify the Requesting Party of who is patrolling along with a means of contacting this individual or individuals for safety purposes. In the event the Requesting Party requests such patrol, the Requesting Party shall be responsible for any reasonable cost incurred by the Providing Party to patrol the Requesting Party's distribution lines.

(c) The Cooperative Duty Supervisor, or his designated representative, shall coordinate the Services if performed on Cooperative's facilities or in its service territory. The FP&L's designated representatives shall coordinate the Services if performed on the FP&L's facilities or in FP&L's service territory.

2. Obligation to Provide Services

The Providing Party should make an effort in good faith to accommodate the Requesting Party. Notwithstanding any provisions in this Agreement to the contrary, the Providing Party shall have no obligation to provide any Services under this Agreement if, in its sole discretion, the labor, equipment, and other resources necessary to provide the Services are unavailable.

3. Fees for Services and Terms of Payment

The Providing Party provides assistance under this Agreement based on Exhibit C (Fee Schedule). Unless otherwise provided in this Agreement, provided proper supporting documentation is included with Providing Party's written invoice, the Requesting Party shall promptly pay the Providing Party within 30 calendar days after receipt of such invoice.

4. Notice and Authorization for Specific Repairs

(a) No Party may provide Services under this Agreement without the prior express authorization of the other Party. Upon each request for the Services, the Requesting Party shall provide to the Providing Party the circuit number, isolation device, equipment location, and other information necessary for the provision of the Services. Such information shall be given orally to the FP&L's designated representatives as shown on Exhibit A if FP&L is the Requesting

Party, and to the Cooperative Duty Supervisor, or his designated representative, shown on Exhibit A, if the Cooperative is the Requesting Party.

(b) In providing the Services, the Providing Party shall take only those actions specifically authorized by the Requesting Party in each instance as reasonably necessary to restore service. Provision of the Services may be withheld pending a satisfactory description of the Services by the Requesting Party. Upon completion of the Services, the Providing Party shall notify the appropriate supervisor of the Requesting Party that the Services have been performed and its personnel are clear of the affected lines, facilities, or equipment.

(c) The Requesting Party may require that the Providing Party cease providing the Services at any time upon notification (oral or written) by the supervisor of the Requesting Party designated in the Agreement.

5. Indemnity

(a) Except as provided in Article 7(d)(iii), Requesting Party shall indemnify and hold Providing Party harmless from and against any and all liability for loss, damage, cost or expense which Providing Party may incur by reason of bodily injury, including death, to any person or persons or by reason of damage to or destruction of any property, including the loss of use thereof, which result from furnishing the Services and whether or not due in whole or in part to any act, omission, or negligence of Providing Party except to the extent that such death or injury to person, or damage to property, is caused by the willful or wanton misconduct and/or gross negligence of the Providing Party. Where payments are made by Providing Party under a worker's compensation or disability benefits law or any similar law for bodily injury or death resulting from furnishing the Services, Requesting Party shall reimburse Providing Party for such payments, except to the extent that such bodily injury or death is caused by the willful or wanton misconduct or gross negligence of the Providing Party.

(b) In the event any claim or demand is made or suit or action is filed against Providing Party alleging liability for which Requesting Party shall indemnify and hold harmless Providing Party under Article 5(a) above, Providing Party shall promptly notify Requesting Party thereof, and Requesting Party, at its sole cost and expense, shall settle, compromise or defend the same in such manner as it in its sole discretion deems necessary or prudent.

6. Insurance

(a) Coverage. Each Party shall, at its sole expense, obtain and maintain, and shall require its subcontractors to obtain and maintain, in full force and effect during the term of this Agreement, the following policies of insurance with reputable insurance companies authorized to do business in the Commonwealth of Virginia:

- (i) Workers Compensation insurance that complies with the laws of the Commonwealth of Virginia and employers liability insurance with limits of at least One Million Dollars (\$1,000,000);
- (ii) Commercial general liability insurance with bodily injury and property damage combined single limits of at least Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate. Such insurance shall include, but not necessarily be limited to, specific coverage for contractual liability encompassing the indemnification provisions of this Agreement, broad form property damage liability, and personal injury liability;
- (iii) Automobile liability insurance with bodily injury and property damage combined single limits of at least Five Million Dollars (\$5,000,000) per occurrence covering vehicles owned, hired and non-owned.

The amounts of insurance required above may be satisfied, at the Party's option, by obtaining primary coverage in the amounts specified or by obtaining a separate excess umbrella liability policy together with lower limit primary underlying insurance. The structure of the coverage is at each Party's option, so long as the total amount of insurance meets the requirements above.

(b) Cancellation of Coverage. Each Party agrees to give the other Party at least thirty (30) days' prior written notice of cancellation or nonrenewal of a policy.

(c) Certificates of Insurance. If requested, each Party shall provide to the other Party certificates of insurance from the Party's insurers certifying that the Party's insurance coverage is in the form and amount required by this Agreement. Failure of a Party to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of a Party to identify a deficiency from evidence that is provided will not be construed as a waiver of the other Party's obligation to maintain such insurance and will in no way relieve or limit such other Party's obligations and liabilities under this or any other provisions of this Agreement.

(d) Insurance No Limit to Liability. Unless otherwise expressly stated, the Parties agree that any requirement for insurance imposed upon each Party by this Agreement is not intended nor shall it be construed as any limit of liability of that Party under this Agreement.

7. Environmental and Safety

(a) During performance of the Services, Providing Party shall comply, and require its employees, contractors, subcontractors, and agents to comply, with all safety and environmental requirements of federal, state, and local laws, rules, regulations, and ordinances, along with accepted industry safety practices and Requesting Party's safety requirements and rules applicable to the equipment or facility where the Services are to be performed.

(b) Providing Party shall orally notify Requesting Party immediately of any safety, environmental, or health hazards discovered by Providing Party's personnel before or during performance of the Services.

(c) If Providing Party's personnel are to be exposed to potential site hazards, such as fumes, asbestos or chemicals, Providing Party shall provide its personnel all necessary safety protection. Safety equipment, such as respiratory equipment, personnel nets, hard hats, coveralls, work tents, and work procedures and safety instructions shall be in accordance with all applicable laws, rules, regulations and ordinances, accepted industry standards, and Requesting Party's safety requirements and rules (as provided to the Providing Party).

(d) (i) Providing Party shall not, under any circumstances, cause or permit, in connection with the Services, the discharge, emission, or release of any pollutant, contaminant or other substance in violation of any applicable laws, rules, regulations, or ordinances which are now or may hereafter be promulgated by federal, state or local authorities.

(ii) In the event Providing Party releases any regulated substance, Providing Party immediately shall notify the Requesting Party's designated representative and remediate the release pursuant to all applicable laws, rules, regulations, or ordinances, under Requesting Party's direction and to Requesting Party's satisfaction.

(iii) If Providing Party fails to remediate a release as set forth above, Requesting Party may, in its discretion, remediate the release and otherwise perform Providing Party's obligations. Notwithstanding anything in Article 5 to the contrary, Providing Party shall indemnify Requesting Party for Requesting Party's costs in performing such remedial activities.

(e) Providing Party is not responsible for environmental cleanup of any substance that was not spilled by the Providing Party unless specifically contracted for that purpose. This would include, but is not limited to, insulating oil from apparatus damaged by lightning or falling to the ground through no act or omission of Providing Party. Providing Party shall make all reasonable efforts to contain such a spill upon discovery and shall notify Requesting Party immediately of the location and type of spill.

8. Force Majeure

In no event shall either Party be responsible for any damages arising out of any failure to perform or delay due to any cause beyond such Party's reasonable control. In such event, the Party affected shall be entitled to an extension of time as necessary to overcome the cause of the failure to perform or delay.

9. Coordination and Inspections

Each Party reserves the right to coordinate all repairs to equipment or facilities located on its property, but undertakes no obligation to inspect any portion of the work performed by the other Party under this Agreement. Inspection by either Party is not required to re-energize the repaired equipment. Any work that does not comply with the requirements of this Agreement and the National Electrical Safety Code shall be corrected, at the option of the Party which owns the facilities. The Party that owns the facilities on which non-compliant work was done may correct such work at the Providing Party's expense or request that the Providing Party correct such work at the Providing Party's expense, unless prior to the work being completed, the Party that owns the facilities gave permission to Providing Party to make temporary repairs in the interest of quicker restoration of power.

10. Authority to Enter into Agreement

(a) The Cooperative warrants that it has taken or, within a reasonable time, will take all necessary steps, including obtaining all required approvals, to enable it to enter into, and to perform the Services required under this Agreement.

(b) FP&L warrants that it has taken or, within a reasonable time, will take all necessary steps, including obtaining all required approvals, to enable it to enter into, and to perform the Services required under this Agreement.

11. Independent Contractor

This Agreement is not intended to be one of hiring under any worker's compensation laws. It is the intention of the Parties to create between them the relationship of owner (Requesting Party) and independent contractor (Providing Party). The Parties agree that nothing in this Agreement shall operate to change or alter such relationship except a further agreement in writing between them.

12. Compliance with Laws

(a) The Cooperative and FP&L shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances applicable to the provision of Services, including but not limited to all laws, rules, regulations and ordinances pertaining to occupational health and safety and the environment.

(b) Any fines or other penalties incurred by either Party or its agents, employees, or subcontractors for noncompliance with any laws, rules, regulations or ordinances with which compliance is required shall not be reimbursed by the other Party.

13. Records and Rights to Audit

(a) Each Party shall keep accurate and complete books of account, records, documents and other evidence related to the cost of providing Services under this Agreement, and any change or modification hereto. Each Party shall maintain accounting procedures and practices sufficient to reflect properly the costs claimed to have been incurred and anticipated to be incurred for Services provided in performance of this Agreement. For all cost reimbursement requests, and for all claims for damages or alleged breach of this Agreement by either Party, each Party shall have the right to inspect and audit such books, records, documents and other evidence, including all such documentation pertaining to the other Party's personnel engaged in the provision of the Services, for the purpose of evaluating the accuracy and completeness of any request for costs or damages submitted by the Party.

(b) All materials and documents described in Article 13(a) above and required for such audit shall be made available at the offices of each Party at all reasonable times, for inspection, audit or reproduction, until the expiration of three years from the later of the date of (a) termination of or (b) final settlement or disposal of any claim made pursuant to this

Agreement. Each Party shall bear its own expenses incurred in connection with any such inspection, audit or reproduction.

14. Amendments and Waivers

No amendment, modification or waiver of any term of this Agreement shall be effective unless set forth in a writing signed by the Party against whom it is sought to be enforced. The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term of condition, or to exercise such right in the future.

15. Exhibits

The Exhibits attached to this Agreement are used for the following purposes:

Exhibit A: Contact Information to facilitate personnel changes;

Exhibit B: Standard Operating and Maintenance Procedures to be Used in Administering the Mutual Aid Agreement Between Community Electric Cooperative and Franklin Power & Light; and

Exhibit C: Fee Schedule.

A Party's contact information in Exhibit A may be changed by the Party at any time upon written notice to the other Party.

To be effective, any change to (Master Terms and Conditions) or Exhibit B (Standard Operating and Maintenance Procedures) must be mutually agreed upon by the Parties in writing.

The change of an exhibit does not alter any other part or the intent of this Agreement.

16. Severability

The remainder of this Agreement shall not be voided or otherwise affected by the invalidity of one or more of its terms.

17. Headings

Article headings set forth in this Agreement are inserted for convenience and shall have no effect whatsoever on the interpretation or construction of this Agreement.

18. Applicable Law

This Agreement shall be governed by, and interpreted and enforced in accordance with, the law of the Commonwealth of Virginia, exclusive of conflict of laws principles.

19. Term

The initial term shall be six (6) calendar months beginning with the Effective Date of the Agreement executed by Cooperative and FP&L. The Parties agree to meet annually for the purposes of reviewing and making the necessary changes to the exhibits attached to this Agreement. Renewal for successive six (6) monthly terms will be automatic unless written notice of cancellation is given by one Party to the other not less than thirty days before the expiration of the then current term. Notwithstanding anything in this Article 19 to the contrary, this Agreement may in all events be canceled upon thirty days' written notice by either Party.

WHEREFORE, the Cooperative and FP&L have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

Community Electric Cooperative

By: _____

Name: _____

Title: _____

Date: _____

Franklin Power & Light

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

CONTACT INFORMATION

Community Electric Cooperative

Contact Information for Cooperative Operations Center and Operations Personnel: Not for General Distribution

Primary Operations Line: 757-242-0389

Primary Contact: Jonathan Thompson (Chief Operations Officer)
Desk: 757-242-0384 Mobile: 757-373-8396

Alternate Contact: Glen Presson (Manager of Operations)
Desk: 757-242-0383 Mobile: 757-377-7283

Alternate Contact: Scott Smith (Manager of Engineering)
Desk: 757-242-0382 Mobile: 757-647-9186

Franklin Power & Light

Contact Information for City Operations Center and Operations Personnel: Not for General Distribution

Primary Dispatch Line: Day: 757-562-8568 Night: 757-562-8575

Primary Contact: Mark Bly (Director)
Desk: 757-562-8568 Mobile: 757-319-1177

Alternate Contact: Scott Whisenant (Line Technician Superintendent)
Desk: 757-562-8573 Mobile: 757-647-9912

Alternate Contact: Jeff Dodson (Engineering and Services Superintendent)
Desk: 757-562-8556 Mobile: 757-653-7862

EXHIBIT B

STANDARD OPERATING AND MAINTENANCE PROCEDURES

TO BE USED IN ADMINISTERING

THE MUTUAL AID AGREEMENT BETWEEN

COMMUNITY ELECTRIC COOPERATIVE

AND

FRANKLIN POWER & LIGHT

-
1. The Mutual Aid Agreement (“Agreement”) applies to all Cooperative and FP&L distribution voltage facilities. The Agreement does not apply to transmission voltage facilities, which are defined as those facilities that are operated at 69 kV or above.
 2. All work is to be performed by the Providing Party so as to restore the facilities as close as possible to their original condition. Should the Providing Party not have the materials needed for the requested Services on the Requesting Party’s system, the Providing Party will orally notify the Requesting Party. The Requesting Party will provide the materials needed or, when material availability or conditions do not permit permanent repairs and service restoration is of the essence, the Requesting Party may authorize the Providing Party to make temporary repairs.
 3. The Requesting Party will supply, replace, or pay for the Providing Party’s materials which are used for repairs on the facilities.
 4. Both the Requesting Party and the Providing Party agree that all necessary safe work practices must be adhered to ensure the safety of persons, utility facilities, and affected property during the restoration of electric supply facilities.
 - a. All work must be performed under OSHA 1910.269, NESC, and other applicable safety standards.
 - b. Communications must be established and maintained during the entire restoration process. Operating centers will be the primary point of contact between the Parties, for the purpose of requesting and providing resources as part of the Agreement, and for status updates between the Parties during the restoration process.
 - c. Throughout the restoration effort, crew marshalling and patrol efforts shall be coordinated by the Requesting Party’s operating centers or their designee.

- d. Switching must adhere to the operating requirements of the Requesting Party.
- e. Qualified personnel from the Requesting Party will be provided to:
 - i. Take switching orders and oversee the switching process
 - ii. Ensure adherence to utility standards
 - iii. Assist in obtaining material
 - iv. Coordinate restoration effort with operating centers
 - v. Escort the Providing Party and provide detailed information regarding distribution characteristics for the work site.
- f. Each party will notify the other Party immediately of any accidents or incidents of which it becomes aware that occur during the restoration process.

EXHIBIT C

FEE SCHEDULE

Labor Rates

Job Classification	Rate/Hour
Foreman	\$ 84.20
1st Class Lineman	\$ 78.24
2nd Class Lineman	\$ 77.59
1st Class Apprentice	\$ 74.24
2nd Class Apprentice	\$ 64.05
Apparatus Tech	\$ 80.75
Serviceman	\$ 84.20
Engineering Staff	\$ 108.84
Operations Staff	\$ 106.85

Equipment Rates

Equipment Type	Rate/Hour
Line Truck	\$ 33.80
Bucket Truck 50'	\$ 33.80
Service Bucket	\$ 32.50
Underground Truck	\$ 33.80
Service Truck	\$ 16.25
Pickup Truck	\$ 13.00
Trencher	\$ 24.70
Tracked Digger Derrick	\$ 71.50
Mini-Excavator	\$ 27.30

All Labor Rates above are applicable to normal working hours (Monday – Friday; 8:00 AM – 5:00 PM each day). Hours worked outside of the normal working hours shall be charged at 1½ times the Labor Rate.

Any planned work to be conducted on weekends (Saturday and Sunday) or holidays shall be charged at 2 times the Labor Rate.



Office of the City Manager
Amanda C. Jarratt

August 6, 2019

To: Franklin City Council

From: Amanda C. Jarratt, City Manager

Reference: Paul D. Camp Memorandum of Understanding Athletic Field Maintenance

Background

As was discussed by Dr. Lufkin President of Paul D. Camp Community College they are increasing their athletic programs through the College based in the City of Franklin. They have provided us with the attached Memorandum of Understanding to share in the expenses of a staff person to maintain the athletic fields both at Paul D. Camp Community College and Armory Field. You will recall that the Athletic Specialist position was frozen in the FY 20 budget. We did include \$10,000 for a part time seasonal employee to assist with a number of jobs in the Parks and Recreation Department including field maintenance. This would allow us an opportunity to share in expenses and have our fields properly maintained.

Needed Action

Provide guidance to staff on how to move forward.

Memorandum of Understanding – City of Franklin and Paul D. Camp Community College

This memorandum of understanding is between the City of Franklin and Paul D Camp Community College.

The purpose of this memorandum of understanding is to establish an agreement for the maintenance of the Athletic fields located at the Armory Athletic Complex in the City of Franklin.

Paul D Camp Community College will be responsible for the maintenance of all the athletic fields located at the Armory Athletic Complex which includes the football field which also serves as a soccer field, baseball field which is tied to the football field and the softball field.

Paul D Camp Community College will maintain the named fields by mowing the grass, weed eating, spraying weed control, seeding, fertilizing, spreading dirt and leveling the infields as needed.

The City of Franklin will agree to pay the College one half the cost of a part time employee, (29 hours/week). The College will invoice the City on a quarterly basis for these services. Paul D Camp will submit an invoice to the City of Franklin within the first ten days of the month following the ending of the quarter. The City of franklin will pay Paul D Camp Community College within thirty days of receipt of invoice.

The City of Franklin will allow Paul D Camp Community College to utilize all City equipment located at the Armory Field Complex to maintain the athletic fields. The City of Franklin will be responsible for all materials and supplies associated with the maintenance of the athletic fields at the Armory Athletic Complex.

This agreement is effective July 1, 2019 and will continue until either party provides a thirty-day written termination notice to the other party.

City of Franklin

Paul D Camp Community College



August 6, 2019

To: Franklin City Council

From: Amanda C. Jarratt, City Manager

Reference: Demolition Fee Estimates for Dilapidated Structures

Background

During a recent retreat and Town Hall meetings the number of dilapidated structures throughout the City of Franklin was mentioned on several occasions. As a follow up to this, Community Development was tasked with putting together a presentation highlighting the accessory structures and residential structures eligible for demolition and the estimated cost. The funds allocated in the yearly budget process has not been enough to move forward with the process of demolition.

Needed Action

Provide guidance to staff on how to move forward.



Office of the City Manager
Amanda C. Jarratt

August 6, 2019

To: Franklin City Council

From: Amanda C. Jarratt, City Manager

Reference: Scooter Discussion

Background

By December 31, 2019 any locality that thinks that scooters may have a presence in their community should adopt an ordinance or enact a pilot program. House Bill 2752 allows localities to prohibit the use of motorized scooters on sidewalks. It also prohibits the parking of scooters in ways that would be in the way of pedestrians. It also sets penalties of up to \$50.00 for violations of any scooter laws.

Common requirements of a pilot program include paying an application fee, requires meetings between the company and locality, dictates the information that companies must give to scooter riders, and dictates the required safety features for the scooters. It also sets a limit on the number of scooters any company can bring into the locality.

Needed Action

Provide guidance to staff on how to move forward.



August 6, 2019

To: Franklin City Council

From: Amanda C. Jarratt, City Manager

Reference: Davenport Finance Follow Up

Background

Attached is the schedule provided by Davenport for next steps as discussed at last month's work session.

Needed Action

None at this time.

City of Franklin, Virginia
 Financing Schedule as of July 26, 2019
 2019 General Obligation Financings

July 2019

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019

Su	Mo	Tu	We	Th	Fr	Sa
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11	12	13	14	15	16	17
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September 2019

Su	Mo	Tu	We	Th	Fr	Sa
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October 2019

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
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Working Group

Role	Entity
Borrower	City of Franklin, Virginia
Financial Advisor	Davenport & Company LLC
Bond Counsel	Sands Anderson PC

Date	Task
Tuesday, July 30	<ul style="list-style-type: none"> - Davenport circulates a draft Request for Proposals (“RFP”) to the Working Group for review and comment. - The RFP will solicit competitive proposals to provide a Direct Bank Loan(s) for the 2019 Financings: <ol style="list-style-type: none"> 1. <u>General Fund New Money Financing</u> (with the option to provide a Line of Credit and/or Permanent Financing); 2. <u>Utility Fund Line of Credit</u>; and 3. <u>General Fund Restructuring</u>.
Thursday, August 1	<ul style="list-style-type: none"> - Davenport sends RFP to local, regional, and national banks.

City of Franklin, Virginia

Financing Schedule as of July 26, 2019
2019 General Obligation Financings

July 2019

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August 2019

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September 2019

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October 2019

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Date	Task
Month of August	<ul style="list-style-type: none"> - Sands Anderson works with Davenport and City staff to prepare an advertisement for a Public Hearing regarding the 2019 Financings to be held at the September 9 meeting of City Council. <i>(Note: Public Hearing could also be held at the September 23 meeting of City Council, if desired).</i>
Wednesday, August 21	<ul style="list-style-type: none"> - RFP responses returned to Davenport. - Davenport reviews RFP responses.
Thursday, August 22	<ul style="list-style-type: none"> - Davenport reviews RFP responses.
Friday, August 23	<ul style="list-style-type: none"> - Davenport, Sands Anderson, and City staff hold conference call to discuss results of the RFP process.
Monday, August 26	<ul style="list-style-type: none"> - Last possible date to publish 1st of 2 required Notices of Public Hearing for a September 9 Public Hearing. - Meeting of City Council Davenport presents results of the RFP process and recommended approach for the 2019 Financings. No formal action needed at this time.

City of Franklin, Virginia
 Financing Schedule as of July 26, 2019
 2019 General Obligation Financings

July 2019

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August 2019

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September 2019

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October 2019

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Date	Task
Monday, September 2	- Last possible date to publish 2 nd of 2 required Notices of Public Hearing for a September 9 Public Hearing.
Monday, September 9	- Meeting of City Council City Council holds a Public Hearing for the 2019 Financings and selects winning lender(s).
Monday, September 23	- Meeting of City Council {Placeholder}
By Friday, October 4	- Close on Direct Bank Loan(s) for the 2019 financings, as appropriate. <i>(Note: Depending upon proposals received for the General Fund New Money and the General Fund Restructuring, the City may wish to consider obtaining financing through the public credit markets.)</i>
Month of October	- Visit with national Credit Rating Agencies in anticipation of: <ol style="list-style-type: none"> 1. General Fund New Money financing and/or a General Fund Restructuring in late calendar year 2019 (as necessary); and 2. Courthouse financing(s), likely in CY 2020 and / or CY 2021.

City of Franklin, Virginia

Financing Schedule as of July 26, 2019

2019 General Obligation Financings

Municipal Advisor Disclaimer

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01.13.14 FH GM KL



August 8, 2019

To: Franklin City Council

From: Amanda C. Jarratt, City Manager

Reference: Courthouse Update

Background

Southampton County Courthouse

The Southampton County Board of Supervisors met on August 6, 2019 to discuss the status of the Southampton County Courthouse. In attendance were Vice- Mayor Cheatham, Councilman McLemore, Councilwoman Copeland, Councilman Johnson, and Councilman Cutchins. Staff in attendance included myself, Tracy Spence Finance Director, Steve Newsome IT Director, and Beth Lewis Deputy Director of Community Development. At this meeting the City Council reiterated our request to consider a renovation option, and allow the City of Franklin a voice in the process moving forward. At the conclusion of the meeting the Southampton County Board of Supervisors voted to direct the County Administrator to prepare a new Request for Proposal for architectural services for the renovation of the Southampton County Courthouse.

City of Franklin Courthouse

I met with the judges that serve the City of Franklin Courthouse on July 26, 2019. They identified a number of security concerns regarding the City of Franklin Courthouse. Some were operationally focused and others were more structural in nature. Staff has discussed these concerns and have ideas we can implement to overcome these concerns. In order to do so however, we need professional assistance to develop a full plan of action.

Needed Action

Authorize issuance of an RFP to seek professional assistance for a needs assessment of the City of Franklin Courthouse to meet the Virginia Courthouse Facility Guidelines.



Office of the City Manager
Amanda C. Jarratt

August 8, 2019

To: Franklin City Council

From: Amanda C. Jarratt, City Manager

Reference: City Manager's Report

General Updates

- We are working with the Franklin City Public Schools, Franklin Parks and Recreation, Franklin Power and Light, to complete the Armory Field lighting project. This requires coordination between all parties to ensure the least amount of impact to the use of the field.
- Staff had a meeting with the Virginia Department of Transportation regarding the intersection of Highway 58 and 258. We are in the process of gathering additional information for them in order to consider final recommendations for improvements to the intersection.
- The Health and Wellness Committee and Employee Recognition Committee met within the last two weeks to ensure that both priorities continue to move forward.
- We are in the process of executing final documents with Repair Tech and will be moving toward a closing date for their purchase of property in Pretlow Industrial Park.

Community Events

- Franklin Cruise In and We Be Jammin continue throughout the remainder of the summer.
- Franklin Cruise In Grant Finale September 7, 2019
- City of Franklin African American Festival September 21, 2019 at Barrett's Landing
- Franklin Fall Festival October 5, 2019