



**Franklin City Council Agenda
September 27, 2021
Council Chambers
207 West Second Avenue
Franklin, Virginia 23851**

**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 September 13, 2021 minutes
- B. Introduction of New Employees

2. FINANCIAL MATTERS

- A. FY 21 Financial Overview
- B. Budget Amendment 2022-4 and 2022-5
- C. Resolution 2021-19

3. OLD/ NEW BUSINESS:

- A. Police Academy Transition Resolution
- B. Children's Services Act Agreement with Sussex County
- C. Barrett's Landing Bathroom Deed
- D. Global Concentrate Contracts
- E. City Manager's Report

4. COUNCIL/STAFF REPORTS ON BOARDS/COMMISSIONS

5. CLOSED SESSION

I move that the City of Franklin, Virginia City Council adjourn into a closed meeting pursuant to Virginia Code Section 2.2-3711-A-1, 1. discussion of appointments to boards and commissions, and discussion of performance of employees of the public body to discuss the following subject or subjects: Franklin Redevelopment and Housing Authority Board of Commissioners, and Historic Preservation Commission; Community Services Board, and

2.2-3711-A-3, 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 specifically regarding property on Langston Court, and on Banks Street.

2.2-3711-A-5, Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community specifically along Pretlow Industrial Park, Armory Drive, and Franklin Regional Airport.

2.2-3711-A-7, Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body specifically regarding Sanford vs. City of Franklin.

Motion Upon Returning to Open Session- I move that the City of Franklin, Virginia City Council certify that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting held on September 27, 2021; (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the City of Franklin, Virginia City Council; and (iii) no action was taken in closed meeting regarding the items discussed.

6. ADJOURNMENT

The Franklin City Council held a Regular City Council Meeting on September 13, 2021 at 7:00 p.m. in the City Council Chambers located at 207 West Second Avenue, Franklin, Virginia 23851.

Council Members in Attendance: Frank Rabil, Mayor; Robert (Bobby) Cutchins, Vice-Mayor; Councilman Linwood Johnson; Councilwoman Wynndolyn Copeland; and Councilman Mark R. Kitchen;

Council Members not in Attendance: Councilman Ray Smith and Councilman Gregory McLemore

Staff in Attendance: Amanda Jarratt, City Manager and Leesa Barnes, Executive Assistant, recording minutes

Other Staff in Attendance: Steve Patterson, Chief of Franklin City Police Department; Sarah Rexrode, Director of Social Services; Vernie Francis, III, Chief of Emergency Services; Tracy Spence, Director of Finance; Chad Edwards, Interim Director of Public Works; Sammara Green-Bailey, Director of Parks & Recreations and Zachary Wright Director of Power & Light

Call to Order

Mayor Frank Rabil called the September 13, 2021 Regular City Council Meeting to order at 7:00 p.m.

Citizen's Time

1st Speaker

Otto Wachsman, Delegate for the 75th District; resides at 12218 Robinson Road Stoney Creek, Virginia; Delegate Wachsman stated he wanted to introduce himself to Franklin City Council.

2nd Speaker

Mr. Lankford resides at 405 Harrison Street, Franklin, Virginia 23851; Mr. Lankford stated he would like to know what was the purpose of the Riverwalk Park. Mr. Lankford added he would like Franklin City Council to treat Councilman Gregory McLemore with more respect.

Amendments to Agenda

Mayor Frank Rabil asked if there were any amendments to the agenda.

There were no amendments to the agenda.

Consent Agenda

Approval of August 23, 2021 and September 7, 2021 Minutes

August 23, 2021 Minutes

Mayor Frank Rabil asked if there were any additions or corrections to the minutes from the August 23, 2021 regular City Council meeting.

Being there were no additions or corrections, Mayor Frank Rabil entertained a motion of approval as presented.

Councilman Linwood Johnson made a motion to approve the August 23, 2021 regular City Council meeting. The motion was seconded by Councilwoman Wynndolyn Copeland.

The motion carried the vote by 5-0.

The vote was as follows:

Mayor Frank Rabil	AYE
Vice-Mayor Robert (Bobby Cutchins)	AYE
Councilman Linwood Johnson	AYE
Councilman Mark R. Kitchen	AYE
Councilwoman Wynndolyn Copeland	AYE
Councilman Ray Smith	ABSENT
Councilman Gregory McLemore	ABSENT

Mayor Frank Rabil stated that the motion passed unanimously.

September 7, 2021 Minutes

Mayor Frank Rabil asked if there were any additions or corrections to the minutes from the September 7, 2021 Joint Courthouse Project meeting between Franklin City Council and the Southampton County Board of Supervisors.

Being there were no additions or corrections, Mayor Frank Rabil entertained a motion of approval as presented.

Councilman Linwood Johnson made a motion to approve the minutes from the September 7, 2021 Joint Courthouse Project meeting between Franklin City Council and the Southampton County Board of Supervisors. The motion was seconded by Councilman Mark R. Kitchen.

The motion carried the vote by 4-1.

The vote was as follows:

Mayor Frank Rabil	AYE
Vice-Mayor Robert (Bobby Cutchins)	ABSTAIN
Councilman Linwood Johnson	AYE
Councilman Mark R. Kitchen	AYE
Councilwoman Wynndolyn Copeland	AYE
Councilman Ray Smith	ABSENT
Councilman Gregory McLemore	ABSENT

Mayor Frank Rabil stated that the motion passed unanimously.

Introduction of New Employees

Social Services Department

City Manager Amanda Jarratt asked Sarah Rexrode to come forward and introduce the following new employees:

Lakeitha Rusan	Family Services Supervisor
Felicia Brewer	Family Services Specialist, III
LaChelle Spencer	Family Services Specialist, II
Threann Herbert	Family Services Specialist, II
Jerrell King	Family Services Specialist, II
Sophonra Reid,	Family Services Specialist, I
Ronee Tyler	Family Services Specialist, II

Financial Matters
Budget Amendment #2022-3

City Manager Amanda Jarratt reviewed the following budget amendment:

The 2021-2022 City Budget will be amended to:

1. The 2021-2022 City Budget will be amended to budget the restricted fund balance for the Regional Fire Training Fund for the purchase of a temperature monitor in the amount of \$3,600.00.
2. The 2021-2022 City Budget will be amended to recognize federal grant revenues in the amount of \$192,500.00 to provide pavement repair at the Franklin Municipal Airport.
3. The 2021-2022 City Budget will be amended to recognize the School's supplement appropriations of grant revenues in the amount of \$50,000.00 to appropriate for use.

Mayor Frank Rabil entertained a motion of approval for Budget Amendment #2022-3.

Councilman Linwood made a motion to approve Budget Amendment #2022-3. The motion was seconded by Councilman Mark R. Kitchen.

The motion carried the vote by 5-0.

The vote was as follows:

Mayor Frank Rabil	AYE
Vice-Mayor Robert (Bobby Cutchins)	AYE
Councilman Linwood Johnson	AYE
Councilman Mark R. Kitchen	AYE
Councilwoman Wynndolyn Copeland	AYE
Councilman Ray Smith	ABSENT
Councilman Gregory McLemore	ABSENT

Mayor Frank Rabil stated that the motion passed unanimously.

Old / New Business

Senior Services of Southeast Virginia Update

City Manager Amanda Jarratt introduced Steve Zollos, President and CEO of Senior Services of Southeast Virginia and Crystal Bynum, Director of Hayden Village Center.

Hayden Village Center

Crystal Bynum, Director of Hayden Village Center gave Franklin City Council the following update:

**Hayden Village Center
Full Function**

- Residential Space 100% Leased
- Center for Older Adults with Socialization & Recreation Activities
- Commercial Space Usage
- Community Center for Public Usage
- Congregate Nutrition Older Adult Group

**Hayden Village Center
Adapted Reuses: 19,008 S.F. Residential Space**

- 28 Apartments: 24 One Bedroom; 4 Studios
- Minimum Age: 55
- Rental Rates: \$740.00 / average per month
- Washer / Dryer in each unit
- Older adult design features for mobility and safety
- Stone counter tops in selected areas
- Outdoor sitting area and picnic area

**Hayden Village Center
Adapted Reuses: 17,2017 S.F. Commercial Space**

- Senior Services Western Tidewater Offices
- Center for older adults: Soc & Rec Activities
- Executive Conference Room / Training Center
- Multi-purpose Event Space for Public Usage:
 - Gymnasium & Activity Rooms
 - Caterers & Warming Kitchen
- Inter-generational programs: Franklin Parks & Recreation
- Foodbank of Southeastern Virginia
- Southampton Memorial Hospital Medical Offices

2021

Facility Usage & Community Events

- Vaccination Events in partnership with VDH (Franklin Department of Health) & Franklin NAACP
 - February through May of Moderna first & second dosages
- Franklin Parks & Recreation
 - Spring Break Camp, Basketball & Volleyball
- Community Event – Planting First Seed for the CommUnity
- Senior Services Diversity, Equity & Inclusion Listening Sessions
- Mobile Vaccination Event in partnership with VDH (Franklin Department of Health)
 - Drive-up Mobile Vaccination of the Johnson & Johnson vaccine
- Vaccination Events in partnership with Franklin NAACP & CVS Pharmacy
 - First & Second dosage of Pfizer
- Lambda Psi Omega Meeting Events
- Wellness Congregate Group

Questions

Councilwoman Wynndolyn Copeland asked if there was an age requirement for the apartments.

Crystal Bynum, Director of Hayden Village Center answered an individual had to be a minimum of 55 years of age in order to be eligible to lease an apartment.

**Senior Services of Southeastern Virginia
Regional 5311 Rural Public Transportation Program**

Steve Zollos, President and CEO of Senior Services of Southeast Virginia gave the following update:

**5310 vs 5311
What's the difference?**

5310
Limited to Ages 60+
AAA "owned"

5311
All Ages
Regional Focus
AAA Backbone

**Why 5311?
Western Tidewater is a Transit Desert**

Rural Western Tidewater lacks adequate public transit services for our diverse and rurally dispersed population. A 5311 will provide true public transportation to rural Western Tidewater.

**5311 Goal
Western Tidewater Transit Improvement**

Enhance access in Isle of Wight, Southampton, Franklin, and rural Suffolk for ALL citizens to healthcare, shopping, education, employment, public services, and recreational opportunities.

Timing is Everything

- HRT's 2021-2030 Transit Plan does not address or provide coverage for Western Tidewater.
- HRT'S Transit Plan does recognize the critical need for public transportation in Western Tidewater.
- Money may be available now that COVID has highlighted isolation in rural communities.
- DRPT is ready to assist in the application process.

Department of Rail Public Transportation (DRPT) Support

Department of Rail Public Transportation (DRPT) will provide guidance through a committed group to help oversee the application process.

5311 Application

- DRPT Support
- Up to a 3-year process
- RFP for Service Provider

Alley Abandonment

City Manager Amanda Jarratt presented an ordinance to vacate the 20’ alley between Clay Street and Sycamore Road in the City of Franklin, Virginia to become the property of the adjoining tax parcels. She added this ordinance has been brought before the City of Franklin’s Planning Commission and was unanimously forwarded to Franklin City Council and has been advertised in the local newspaper. The next step would be to conduct a public hearing.

Mayor Frank Rabil opened the Alley Abandonment public hearing.

There were no speakers at the public hearing.

Mayor Frank Rabil closed the public hearing.

Mayor Frank Rabil opened the floor for City Council discussion.

Being there was no discussion, Mayor Frank Rabil entertained a motion of approval.

Councilman Linwood Johnson made a motion to approve the ordinance to vacate the 20’ alley between Clay Street and Sycamore Road in the City of Franklin, Virginia to become the property of the adjoining tax parcels. The motion was seconded by Councilwoman Wynndolyn Copeland.

Councilman Linwood Johnson asked if a roll call vote was necessary.

City Manager Amanda Jarratt answered City Council could vote by roll call if they so desired.

Councilman Linwood Johnson stated he preferred to vote by roll call.

The motion carried the vote by 5-0.

The vote was as follows:

Mayor Frank Rabil	AYE
Vice-Mayor Robert (Bobby Cutchins)	AYE
Councilman Linwood Johnson	AYE
Councilman Mark R. Kitchen	AYE
Councilwoman Wynndolyn Copeland	AYE
Councilman Ray Smith	ABSENT
Councilman Gregory McLemore	ABSENT

Mayor Frank Rabil stated that the motion passed unanimously.

Barrett's Landing Bathroom Purchase

The Barrett's Landing Bathroom Purchase item was deferred until the September 27, 2021 regular City Council meeting.

Southampton County Courthouse Update

City Manager Amanda Jarratt stated a joint meeting with the Southampton County Board of Supervisors was held at Camp Community College on Tuesday, September 7, 2021. A series of value engineering calls were held that have resulted in approximately \$730,000.00 - \$775,000.00 in savings on the project. The Southampton County Board of Supervisors voted to issue Heartland Construction a Notice of Intent to Award and allow them to begin on the required renovations to the Hunterdale Elementary School. The final savings amount should be provided by the end of September or beginning of October. The City of Franklin's share has increased from \$4.8M to \$5.3M. She added she does not anticipate the City having to borrow additional funds to accommodate the City's increased contribution.

City Manager's Report

City Manager Amanda Jarratt gave the following updates:

General Updates

- The COVID-19 cases in the City of Franklin are now increasing, currently the City of Franklin had four new cases reported today and averaging six new cases over a seven-day period. The City of Franklin has been moved to a high risk of spread locality by the Center for Disease control. Vaccinations continue to be administered through various avenues within the Western Tidewater Health District and other venues.
- The Virginia Redistricting Commission plans to submit their maps for Virginia Senate and House of Delegates Districts by October 10, 2021. The Virginia Redistricting Commission plans to submit their maps for Congressional Districts by October 25, 2021. These will have to be reviewed and approved by the Virginia General Assembly. If the Virginia General Assembly does not approve the proposed maps, it will be referred to the Supreme Court of Virginia to establish the districts. We are waiting for additional Census Block information to become available prior to beginning the local level process.

Community Events

- Fall athletic leagues and community wide events are posted on the City of Franklin website.
- The Franklin Cruise In is held every Wednesday evening in Downtown Franklin.
- The Franklin Farmers Market is open on Wednesdays and Saturdays into the fall season.
- Franklin's Fall Festival will be held on October 1, 2021 and October 2, 2021. Friday will be a concert sponsored by the Downtown Franklin Association and Saturday will be the typical street scene organized by Tourism, FSEDI, and several local business owners. Those interested in serving as vendors and sponsors should reach out to the Director of Tourism or refer to the City's website.
- The Downtown Trick or Treat is scheduled for Thursday, October 28, 2021.
- The City of Franklin Christmas parade is scheduled for Friday, December 3, 2021 and this year's theme will be "Christmas Movies".

Council / Staff Reports on Boards / Commissions

Mayor Frank Rabil asked City Council if they had anything to report on Council /Staff Reports on Boards / Commissions.

Councilman Linwood Johnson reported on the Western Tidewater Regional Jail Board meeting.

Councilman Linwood Johnson also reported the Foodbank's Mobile Food Pantry would soon be traveling through the City of Franklin, Isle of Wight County, Southampton County and City of Suffolk areas delivering food.

Mayor Frank Rabil reported on the Military Facilities Alliance meeting and added that he will be attending the Hampton Roads Economics Alliance meeting on Friday, September 17, 2021.

Closed Session

Mayor Frank Rabil entertained a motion to go into closed session.

Councilman Mark R. Kitchen moved that the City of Franklin, Virginia City Council adjourn into a closed meeting pursuant to Virginia Code Section 2.2-3711-A-1, 1. discussion of appointments to boards and commissions, and discussion of performance of employees of the public body to discuss the following subject or subjects; Franklin Redevelopment and Housing Authority Board of Commissioners, and Historic Preservation Commission; and

2.2-3711-A-3, 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 specifically regarding property on Langston Court, and on Banks Street.

2.2-3711-A-5, Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community specifically along Pretlow Industrial Park, Armory Drive, and Franklin Regional Airport.

2.2-3711-A-7, Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body specifically regarding Sanford vs. City of Franklin, and potential litigation regarding a health insurance premium payments.

The motion was seconded by Councilwoman Wynndolyn Copeland.

The motion carried the vote by 5-0.

The vote was as follows:

Mayor Frank Rabil	AYE
Vice-Mayor Robert (Bobby Cutchins)	AYE
Councilman Linwood Johnson	AYE
Councilman Mark R. Kitchen	AYE
Councilwoman Wynndolyn Copeland	AYE
Councilman Ray Smith	ABSENT
Councilman Gregory McLemore	ABSENT

Mayor Frank Rabil stated that the motion passed unanimously.

The Franklin City Council went into Closed Session at 8:03 p.m.

Motion Upon Returning to Open Session

Councilman Mark R. Kitchen moved that the City of Franklin, Virginia City Council certify that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting held on September 13, 2021; (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the City of Franklin, Virginia City Council; and (iii) no action was taken in closed meeting regarding the items discussed.

The motion was seconded by Councilwoman Wynndolyn Copeland.

Adjournment

There being no other items to discuss Mayor Frank Rabil entertained a motion to adjourn the August 23, 2021 regular City Council meeting.

Councilwoman Wynndolyn Copeland made a motion to adjourn the September 13, 2021 regular City Council meeting.

The motion was seconded by Councilman Linwood Johnson.

The September 13, 2021 regular City Council meeting adjourned at 8:32 p.m.

Mayor

Clerk to City Council



HIGHLIGHTS – GENERAL FUND
For the period ending June 30, 2021

Based on Unaudited Financial Data

Basis of Reporting

The information enclosed is the City's Financial Report for the General Fund for the period ending June 30, 2021.

The report contains provisions for revenue and expenditure accruals.

- Reflects 12 months of revenues & expenditures in cases – modified accrual basis of accounting.

Financial Report presentation is consistent with the department's objectives to:

- Report timely, relevant, understandable and accurate financial data
- Promote accountability through monitoring, assessment and reporting.

General Property Taxes- Overall

BUDGET COMPARISON-Modified Accrual Basis

REVENUE SOURCE	2020-2021	ACTUAL	BUDGET	2019-2020	ACTUAL	BUDGET
	BUDGET	Current Year	%	BUDGET	Prior Year	%
Real Estate Taxes-Current	\$ 5,635,484	\$ 5,537,981	98.3%	\$ 5,835,769	\$ 5,695,717	97.6%
Real Estate Taxes-Delinquent	370,036	325,731	88.0%	220,000	203,434	92.5%
Personal Property Taxes-Current	1,398,200	1,776,840	127.1%	1,542,200	1,650,968	107.1%
Personal Property Taxes-Delinquent	35,000	1,336	3.8%	35,000	46,665	133.3%
Machinery & Tools	20,600	23,196	112.6%	20,600	-	0.0%
Penalties & Interest Taxes	117,000	213,577	182.5%	139,000	153,972	110.8%
Public Service Corporation Taxes	80,150	84,196	105.0%	80,150	84,522	105.5%
GENERAL PROPERTY TAX	\$ 7,656,470	\$ 7,962,857	104.0%	\$ 7,872,719	\$ 7,835,278	99.5%

Current	\$7,962,857
Prior Year	\$ 7,835,278
Net Change \$	127,578
Net Change %	1.63%

Local Tax Revenue

Prior Year Comparison

Modified Accrual Basis

	Meals Taxes	Lodging Taxes	Cigarette Taxes	Sales Taxes	Total
Jun-21	1,805,178	178,790	337,113	2,111,038	4,432,119
Jun-20	1,531,440	133,484	359,057	1,946,296	3,970,277
Prior Year \$	273,738	45,306	(21,944)	164,742	461,842
Prior Year %	17.87%	33.94%	-6.11%	8.46%	11.63%

Local Tax Revenue Budget to Actual Comparison

Benchmark – 100%

	FY 20-21 Amended Budget	Actual 6/30/2021	% of Budget Realized
Local Sales & Use*	\$ 1,761,176	\$ 2,111,038	119.9%
Cigarette Taxes	\$ 292,000	\$ 337,113	115.4%
Meals Taxes*	\$ 1,433,500	\$ 1,805,178	125.9%
Lodging Taxes*	<u>\$ 128,000</u>	<u>\$ 178,790</u>	<u>139.7%</u>
Total Local Tax Revenue	\$ 3,614,676	\$ 4,432,119	122.6%

*prepared on modified accrual
basis

At the end of the fiscal year, all local tax revenue sources above exceeded budget by \$817,443.

Positive Variances for FY21

General Fund FY21 Positive Variances:

Revenue:

<i>Personal Property Revenue</i>	\$ 345,000	
<i>Local Tax Revenue</i>	817,000	
<i>Business License Revenue</i>	214,000	\$ 1,376,000

Vacancy Savings:

<i>Vacancy Savings</i>		1,372,000
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Savings Due to Supply Chain Issues:

<i>Open Purchase Orders at June 30, 2021 - Carryover to FY22</i>	\$ 245,000	
<i>Department Head Carryover Requests to FY22</i>	345,000	
<i>Council Approved Projects Not Completed at June 30, 2021 - Carryover to FY22</i>	271,000	861,000

Savings Due to EMS Billing Contract :

<i>Requested to be restricted for future Fire & Rescue CIP</i>		349,000
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FY21 Net Appropriated Fund Balance Approved by Council (net of \$430k DSS Building Allocation not transferred to Capital Fund)

(986,774)

\$ 2,971,226

Revenue & Expenditure Summary – Modified Accrual Basis

General Fund - FY21 Net Change in Unassigned Fund Balance

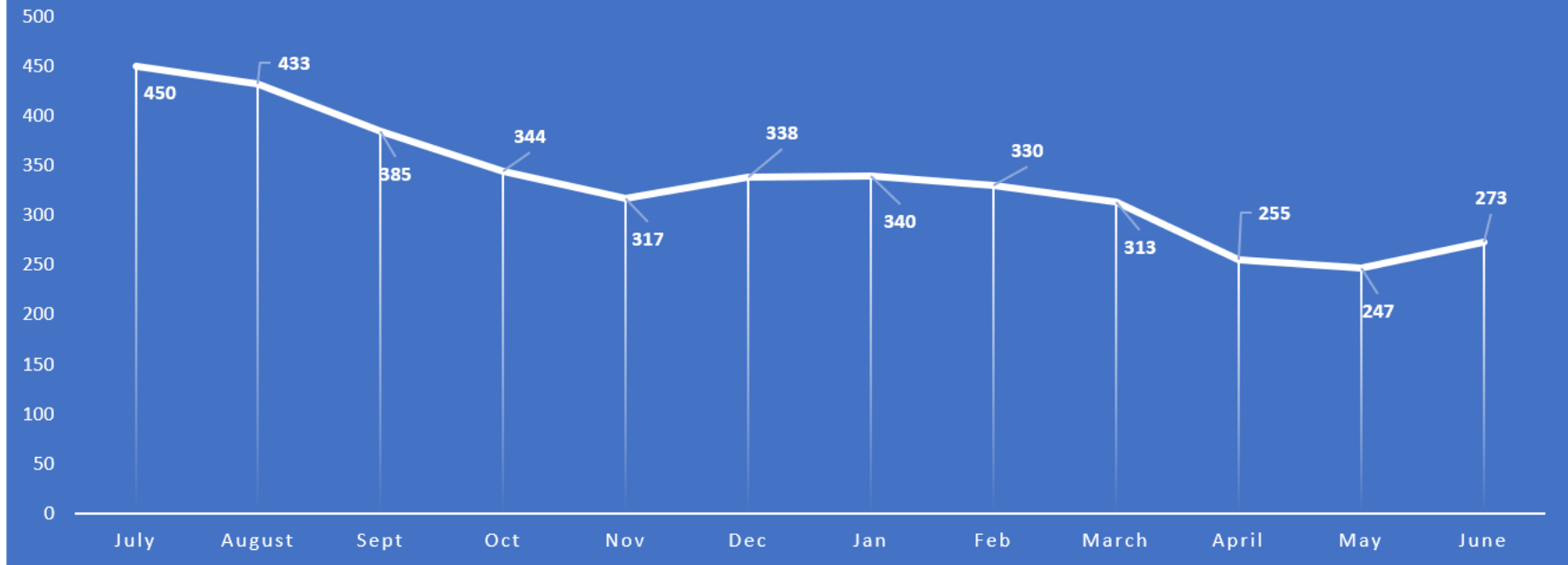
Revenue	\$	27,017,956
Expenditures		(23,931,696)
		<hr/>
Excess of Revenues over Expenditures	\$	3,086,260
Recommended Restricted Fund Balance:		
Fire & Rescue-CIP		(349,000)
Committed Fund Balance:		
Purchase Orders - Outstanding contracts at June 30, 2021		(244,349)
Current Assigned Fund Balance:		
Budget Amendment 2022-1: Council Approved Projects		(270,810)
Recommended Additional Assigned Fund Balance:		
Budget Amendment 2022-5: Department Head Carryover Requests from FY21		(344,450)
Increase in Unassigned Fund Balance, FY21	\$	<u>1,877,651</u>
General Fund Balance Policy Evaluation		
FY 21-22 Revised Budget	\$	27,045,298
Percentage of General Fund Balance		32.68%
Minimum Balance Needed for 15% Policy Compliance	\$	4,056,795
Amount In Excess of Policy Minimum	\$	4,782,653

City of Franklin, Virginia
Taxable Sales by Category

	2018	2019	2020	2021	Increase from Prior Year
Merchant Wholesaler, Durable					
Merchant Wholesalers, Durable Goods	\$ 2,904,459.00	\$ 2,678,873	\$ 3,024,397	\$ 4,485,732	\$ 1,461,335
Merchant Wholesalers, Nondurable Goods	2,064,428	1,869,475	1,938,925	2,316,498	377,573
Motor Vehicle and Parts Dealers	5,239,325	5,408,868	5,429,051	5,697,229	268,178
Furniture and Home Furnishings	341,428	1,546,225	561,280	328,789	(232,491)
Crop Production	-	-	-	-	-
Building Materials, Farm and Garden Supplies	-	-	-	-	-
Food and Beverage Stores	19,233,198	13,157,798	14,414,547	17,247,516	2,832,969
Health and Personal Care Stores	1,392,119	2,756,299	2,866,890	3,270,815	403,925
Gasoline Stations	8,084,526	8,366,142	8,169,647	9,568,308	1,398,661
Clothing and Clothing Accessories Stores	1,524,724	1,466,197	1,322,567	1,499,367	176,800
Sporting Goods, Hobby, Book, and Music Stores	923,119	259,303	-	581,310	581,310
General Merchandise Stores	60,197,822	59,310,729	58,494,409	61,892,416	3,398,007
Miscellaneous Store Retailers	1,847,959	1,587,891	1,806,369	2,186,672	380,303
Nonstore Retailers	290,142	3,285,966	2,982,953	3,131,810	148,857
Accommodation	-	-	-	-	-
Rental and Leasing Services	160,149	143,103	176,987	185,575	8,588
Professional, Scientific, and Technical Services	-	428,204	1,130,741	-	(1,130,741)
Administrative and Support Services	-	-	-	35,879	35,879
Food Services and Drinking Places	19,702,931	20,159,158	19,625,591	23,340,965	3,715,374
Repair and Maintenance	3,161,387	2,708,919	2,244,478	3,716,193	1,471,715
Personal and Laundry Services	1,105,658	1,171,204	1,034,436	1,108,244	73,808
Chemical Manufacturing	-	-	-	-	-
					-
All Other Businesses	194,094	17,396	14,583	26,112	11,529
					-
Miscellaneous & Unidentifiable	39,185,900	35,258,015	38,374,601	42,812,796	4,438,195
Total	\$ 167,553,368	\$ 161,579,765	\$ 163,612,452	\$ 183,432,226	\$ 19,819,774

Source - Weldon Cooper Center for Public Service

CITY OF FRANKLIN FY21 UNEMPLOYMENT CASES



Source: <https://viriniaworks.com/Local-Area-Unemployment-Statistics-LAUS>

During FY21, individuals receiving unemployment benefits received additional \$300 per week in supplemental aid. These weekly benefits terminated in FY22.

General Fund Revenue – Prior Year Comparison – Modified Accrual Basis

General Fund Account Description	FY20 Actual Revenue Thru 6.30.20	FY21 Budgeted Revenue	FY21 Actual Revenue Thru 6.30.21	FY21 Balance/Excess/ Deficit	% Realized	Prior Year Variance Good (Bad)
REAL PROPERTY TAXES	5,899,151	6,005,520	5,863,711	(141,809)	97.64%	(35,440)
PUBLIC SERVICE CORPORATION TAXES	84,522	80,150	84,196	4,046	105.05%	(326)
PERSONAL PROPERTY TAXES	1,697,633	1,433,200	1,801,372	368,172	125.69%	103,739
MACHINERY & TOOLS TAXES	-	20,600	-	(20,600)	0.00%	-
PENALTIES AND INTEREST	153,972	117,000	213,577	96,577	182.54%	59,605
OTHER LOCAL TAXES	1,946,296	1,761,176	2,111,038	349,862	119.87%	164,742
UTILITY TAXES	570,368	561,000	556,126	(4,874)	99.13%	(14,242)
BUSINESS LICENSE TAXES	1,035,797	791,500	1,020,193	228,693	128.89%	(15,604)
MOTOR VEHICLE LICENSES	184,548	185,000	227,080	42,080	122.75%	42,532
BANK STOCK TAXES	41,397	50,000	43,643	(6,357)	87.29%	2,246
TAXES ON RECORDATION AND WILLS	68,487	50,000	70,004	20,004	140.01%	1,517
CIGARETTE TAXES	359,057	292,000	337,113	45,113	115.45%	(21,944)
LODGING TAXES	133,484	128,000	178,791	50,791	139.68%	45,307
MEALS TAXES	1,531,440	1,433,500	1,805,178	371,678	125.93%	273,738
PROBATE TAXES	2,188	1,500	1,019	(481)	67.93%	(1,169)
PERMITS AND OTHER TAXES	222,025	77,885	108,891	31,006	139.81%	(113,134)
FINES AND FORFEITURES	26,129	25,300	30,157	4,857	119.20%	4,028
REVENUE FROM USE OF MONEY & PROPERTY	251,302	240,311	215,103	(25,208)	89.51%	(36,199)
CHARGES FOR CURRENT SERVICES	10,982	11,150	7,064	(4,086)	63.35%	(3,918)
CHARGES FOR OTHER PROTECTION	517,253	474,500	419,965	(54,535)	88.51%	(97,288)
MISC BILLING SERVICES	2,394	-	2,847	2,847	-	453
CHG FOR SANITATION & WASTE REMOVAL	7,772	10,000	18,109	8,109	181.09%	10,337
CHARGES FOR ADMIN-FUNDS	1,247,353	1,366,353	1,366,353	-	100.00%	119,000
RECREATIONAL FEES	3,452	11,000	4,745	(6,255)	43.14%	1,293
MISCELLANEOUS	1,606,882	1,602,390	1,615,065	12,675	100.79%	8,183
RECOVERED COSTS	1,624,983	2,266,527	2,250,142	(16,385)	99.28%	625,159
NON-CATEGORICAL AID STATE	1,570,025	1,510,297	1,528,752	18,455	101.22%	(41,273)
SHARED EXPENSES	198,030	206,704	197,522	(9,182)	95.56%	(508)
CATEGORICAL AID-STATE	2,768,071	2,716,880	2,907,058	190,178	107.00%	138,987
CATEGORICAL AID-FEDERAL GOV'T	212,696	216,749	193,749	(23,000)	89.39%	(18,947)
FUNDS TRANSFER	1,949,927	1,942,459	1,839,393	(103,066)	94.69%	(110,534)
Sub Total	25,927,616	25,588,651	27,017,956	1,429,305		1,090,340
APPROPRIATED FUND BALANCE BY COUNCIL	-	1,416,774	-	(1,416,774)		-
General Fund Revenue Total	25,927,616	27,005,425	27,017,956	12,531		1,090,340

General Fund Expenditures – Prior Year Comparison – Modified Accrual Basis

General Fund Department	FY20 Actual Reven Thru 6.30.21	FY21 Budgeted Expenditures	FY21 Actual Expenditur Thru 6.30.21	FY21 Balance/Excess/ (Deficit)	% Expende	Prior Year Variance Good (Bad)
**CITY COUNCIL **	153,933	149,036	149,601	(565)	96.82%	4,332
CITY MANAGER *****	223,747	272,286	270,576	1,711	121.69%	(46,828)
CITY ATTORNEY *****	188,629	149,400	127,786	21,614	79.20%	60,842
MANAGEMENT SERVICES & HR*****	189,032	229,539	180,161	49,378	121.43%	8,871
COMMISSIONER OF THE REVENUE *****	308,835	294,209	287,309	6,901	95.26%	21,526
REAL ESTATE ASSESSOR *****	119,390	77,755	62,261	15,494	65.13%	57,129
CITY TREASURER *****	325,795	355,162	333,549	21,613	109.01%	(7,755)
ACCOUNTING *****	346,663	335,928	333,338	2,590	96.90%	13,325
PURCHASING & GENERAL SERVICES****	83,045	83,148	81,432	1,716	100.12%	1,612
UTILITY COLLECTIONS & BILLING *****	327,153	350,057	335,223	14,834	107.00%	(8,069)
INSURANCE *****	205,737	214,814	208,676	6,138	104.41%	(2,939)
INFORMATION TECHNOLOGY*****	190,342	355,809	326,922	89,921	186.93%	(136,580)
BOARD OF ELECTIONS *****	139,093	206,111	196,927	25,657	148.18%	(57,834)
CIRCUIT COURT ***	7,850	9,091	9,091	-	115.81%	(1,241)
GENERAL DISTRICT COURT ***	38,316	14,425	8,037	6,388	37.65%	30,279
CLERK OF CIRCUIT COURT ***	63,800	69,740	69,740	-	109.31%	(5,940)
SHERIFF'S OFFICE ***	201,365	146,813	146,813	-	72.91%	54,552
DISTRICT COURT SERVICE ***	88,933	104,288	77,164	27,124	117.27%	11,769
COMMONWEALTH'S ATTORNEY ***	66,054	72,821	72,821	-	110.24%	(6,767)
WESTERN TIDEWATER REGIONAL JAIL**	948,013	1,021,052	1,021,052	-	107.70%	(73,039)
POLICE ***	2,806,473	3,040,431	2,687,275	356,603	108.34%	119,198
E - 911 *****	691,888	768,511	468,886	299,625	111.07%	223,002
EMERGENCY MANAGEMENT SERVICES ***	3,168,720	4,643,132	3,938,969	704,164	146.53%	(770,249)
BUILDING INSP & CODE ENFORCEMENT***	513,371	530,903	332,194	198,709	103.42%	181,177
ANIMAL CONTROL*****	66,100	113,198	71,617	41,581	171.25%	(5,517)
PUBLIC WORKS-STREET MAINTENANCE*****	996,752	1,206,490	1,024,906	181,585	121.04%	(28,154)
PUBLIC WORKS-SNOW REMOVAL*****	2,350	15,000	3,735	11,265	638.22%	(1,384)
PUBLIC WORKS-GARAGE*****	184,478	218,662	206,804	11,858	118.53%	(22,326)
BUILDING MAINTENANCE-GENERAL*****	623,108	1,067,854	821,220	256,753	171.38%	(198,112)
BUILDING MAINTENANCE-ARMORY***	-	5,000	1,291	3,709	-	(1,291)
BUILDING MAINTENANCE-CITY HALL****	199,884	180,080	172,833	7,247	90.09%	27,052
BLDG MAINTENANCE-SOC SERVICES****	82,058	100,119	90,907	9,212	122.01%	(8,850)
BUILDING MAINTENANCE-HEALTH DEPT***	28,273	33,580	28,816	4,764	118.77%	(543)
HEALTH DEPARTMENT*****	110,000	110,000	110,000	-	100.00%	-
MENTAL HEALTH*****	671,201	678,229	678,229	-	101.05%	(7,028)
RECREATION*****	323,057	535,878	398,439	139,439	165.88%	(75,382)
CEMETERIES*****	46,324	90,760	89,832	928	195.92%	(43,508)
SENIOR CITIZENS TITLE III ***	-	5,993	5,993	-	-	(5,993)
SENIOR CITIZENS NUTRITION ***	7,146	-	-	-	0.00%	7,146
LIBRARY*****	305,759	271,891	257,029	14,863	88.92%	48,730
PLANNING AND ZONING****	252,065	193,859	95,491	98,368	76.91%	156,574
BEAUTIFICATION COMMISSION ****	5,192	21,858	4,155	17,703	420.99%	1,037
DOWNTOWN DEVELOPMENT *****	73,897	74,390	59,908	14,482	100.67%	13,990
PAYMENTS TO SOUTHAMPTON COUNTY ***	716,728	700,000	700,565	(565)	97.67%	16,163
NON-DEPARTMENT MISCELLANEOUS***	5,929	750	(144)	894	12.65%	6,073
NON-DEPARTMENTAL CAPITAL***	-	-	-	-	-	-
TRANSFERS*****	7,467,853	7,804,684	7,374,684	-	104.51%	93,169
Sub Total	23,564,330	26,922,736	23,922,112	2,663,697		(357,782)
RESERVE BY COUNCIL	-	82,689	9,584	73,105		-
General Fund Expenditure Total	23,564,330	27,005,425	23,931,696	2,736,802		(357,782)



HIGHLIGHTS – ENTERPRISE FUNDS

For the period ending June 30, 2021

Based on Unaudited Financial Data

Basis of Reporting

The information enclosed is the City's Financial Report for the Enterprise Funds for the period ending June 30, 2021.

The report contains provisions for revenue and expenditure accruals.

- Reflects 12 months of revenue & expenditures – full accrual basis of accounting.

Financial Report presentation is consistent with the department's objectives to:

- Report timely, relevant, understandable and accurate financial data
- Promote accountability through monitoring, assessment and reporting.

Airport Operating & Capital Fund

Revenue Analysis

Total revenues for the fund of \$158k are at below target with 39% of budget realized.

Fuel sales and airport rental fees of \$91k are below target with 25% of budgeted realized.

Expense Analysis

Expenses in the fund are \$513k and are below target at 41% of budget expended.

Expenses includes transfers of \$21k and depreciation expense of \$348k.

Cash Balance

Cash balance in the Airport Operating & Capital Fund is \$(74,566).

FY21 Change in Net Position

The Airport Fund is anticipated to show a negative change in net position of \$355k which is primarily attributable to depreciation.

Water & Sewer Operating & Capital Fund



- **Revenue Analysis**

- Revenue from the sale of water and sewer service charges of \$3.3m at the end of the period is above target at 101.7% of budget and is more than prior year period collections by \$42k.

- **Expense Analysis**

- Expenses in the fund are \$2.9m and are below target at 78% of budget expended. Expenses includes transfers of \$628k, debt service of \$83k and depreciation expense of \$499k. Expenses are \$27k higher than prior year in the water division due to well operation maintenance; \$13k lower than prior year in the sewer division due to reduced sewer clean out expenses; and comparable to prior year in the wastewater division.

- **FY21 Change in Net Position**

- The Water & Sewer Fund is anticipated to show a positive change in net position of \$439k.

Water & Sewer Fund - Operating & Capital Cash Balance

Cash balance - \$1,850,771

Month	FY 19-20	FY 20-21
July	\$ 1,410,586	\$ 1,558,381
August	\$ 1,482,420	\$ 1,638,604
September	\$ 1,334,351	\$ 1,748,855
October	\$ 1,379,217	\$ 1,815,734
November	\$ 1,599,327	\$ 2,063,176
December	\$ 1,660,600	\$ 2,103,530
January	\$ 1,360,730	\$ 1,795,770
February	\$ 1,357,651	\$ 1,808,492
March	\$ 1,454,808	\$ 1,914,301
April	\$ 1,609,358	\$ 1,961,781
May	\$ 1,743,265	\$ 2,037,187
June	\$ 1,644,502	\$ 1,850,771

Solid Waste Operating & Capital Fund

Revenue Analysis

Revenue for the Solid Waste Fund is on target with revenue at \$1.3m and is comparable with prior year period collections.

Expense Analysis

Expenses in the fund are \$1.1m and are below target at 81% of budget expended. This includes transfers of \$287k, debt service of \$24k and depreciation expense of \$109k.

FY21 Change in Net Position

The Solid Waste Fund is anticipated to show a positive change in net position of \$151k.

Solid Waste Fund – Operating & Capital Cash Balance

Cash balance - \$831,433

Month	FY 19-20	FY 20-21
July	\$399,753	\$655,496
August	\$426,513	\$675,255
September	\$396,737	\$703,766
October	\$439,368	\$731,369
November	\$491,141	\$751,078
December	\$497,577	\$522,114
January	\$537,559	\$467,219
February	\$554,955	\$736,624
March	\$572,264	\$752,950
April	\$554,415	\$776,512
May	\$561,279	\$810,998
June	\$622,099	\$831,433

Electric Operating Fund

• Revenue Analysis

- Revenue from total sales was \$14.6m. Revenue from energy sales was \$14m is slightly below target at 93.9% of budget. Below is a snapshot of prior year billed service revenue, current year budget, actual and % of budget realized:

Account Description	FY20		FY21	FY21	
	Actual		Budget	Actual	% Realized
	June 30			June 30	
Sale of Electricity -Fuel Adj	\$ 850,248	\$	848,337	\$ 252,192	29.7%
Sale of Electric Energy-Residential	7,934,627		8,193,178	8,774,499	107.1%
Sale of Electricity-Commercial	5,671,808		6,067,818	5,171,503	85.2%
Cycle & Save	(118,377)		(109,680)	(108,863)	99.3%
	\$ 14,338,306	\$	14,999,653	\$ 14,089,331	93.9%

• Expense Analysis

- Expenses associated with the sale of energy for the fiscal year \$12.9m and are below target at 77% of budget expended. This includes transfers of \$2.4m, debt service of \$90k and depreciation expense of \$320k.

• FY21 Change in Net Position

- The Electric Fund is anticipated to show a positive change in net position of \$1.7m.

ELECTRIC FUND - OPERATING & CAPITAL CASH ANALYSIS

	FY 2015-2016	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021
7/31	\$ 724,794	\$ 276,984	\$ 1,421,109	\$ 3,074,620	\$ 5,429,626	\$ 5,546,798
8/31	\$ 774,246	\$ 453,148	\$ 1,127,645	\$ 3,531,450	\$ 5,025,518	\$ 5,726,721
9/30	\$ 942,197	\$ 729,003	\$ 1,431,729	\$ 3,528,504	\$ 4,967,485	\$ 5,843,182
10/31	\$ 956,592	\$ 822,659	\$ 2,165,716	\$ 3,745,667	\$ 5,036,687	\$ 6,021,191
11/30	\$ 919,275	\$ 922,617	\$ 2,257,635	\$ 3,900,663	\$ 5,020,008	\$ 6,155,756
12/31	\$ 788,629	\$ 791,600	\$ 2,121,184	\$ 3,888,745	\$ 5,048,156	\$ 5,933,580
1/31	\$ 322,369	\$ 554,258	\$ 1,745,487	\$ 3,823,684	\$ 4,972,661	\$ 5,773,877
2/28	\$ 366,352	\$ 644,526	\$ 1,712,725	\$ 4,073,328	\$ 5,084,727	\$ 6,032,556
3/31	\$ 502,204	\$ 888,414	\$ 2,134,253	\$ 4,364,455	\$ 5,328,462	\$ 6,588,468
4/30	\$ 474,040	\$ 970,688	\$ 2,328,448	\$ 4,483,132	\$ 5,337,317	\$ 6,807,848
5/31	\$ 448,880	\$ 990,559	\$ 2,648,506	\$ 4,672,671	\$ 5,399,142	\$ 6,962,327
6/30	\$ 343,328	\$ 807,485	\$ 2,823,097	\$ 4,690,508	\$ 5,640,171	\$ 6,944,125

Cash in the Electric Fund at \$6,944,125 decreased by \$18,202 from the prior month period.

Policy Evaluation:

Cash is above minimum policy guideline of \$1.494 million by \$5.5 million.

BUDGET AMENDMENT 2022-4

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FRANKLIN, VIRGINIA that the 2021-2022 City Budget is hereby amended to appropriate unassigned fund balance to fund obligations related to open purchase orders that existed at June 30, 2021:

	2021-2022 BUDGET	AMENDED BUDGET	INCREASE (DECREASE)
#1			
100 GENERAL FUND			
REVENUE			
100-3-41050-0150 Use of Unassigned Fund Balance	\$ 270,810	\$ 515,159	<u>\$ 244,349</u>
			<u>\$ 244,349</u>
EXPENDITURES			
100-4-12220-7210 Human Resources Council Approved Project	\$ -	10,435	\$ 10,435
100-4-31100-7210 Police Dept Council Approved Projects	52,735	141,041	88,306
100-4-32100-7210 Fire Dept Council Approved Projects	216,885	251,487	34,602
100-4-43200-8105 Vehicle	-	61,341	61,341
100-4-71300-6018 Recreational Programs & Supplies	20,000	34,350	14,350
100-4-91600-1000 Reserve - General Fund	-	35,315	35,315
			<u>\$ 244,349</u>
#2			
220 FOUNDATION GRANT FUND			
REVENUE			
220-3-41050-0150 Use of Restricted Fund Balances	\$ -	\$ 32,496	<u>\$ 32,496</u>
			<u>\$ 32,496</u>
EXPENDITURES			
220-4-32100-5848 Camp Foundation Grant Fire	\$ -	\$ 15,896	\$ 15,896
220-4-71300-8110 Parks & Rec Learning Center Grant	-	16,600	16,600
			<u>\$ 32,496</u>
#3			
501 WATER & SEWER FUND			
REVENUE			
501-3-41050-0060 Use of Unrestricted Net Position	\$ -	\$ 9,000	<u>\$ 9,000</u>
			<u>\$ 9,000</u>
EXPENDITURES			
501-4-44112-3190 Contractual Services	\$ 138,000	\$ 147,000	<u>\$ 9,000</u>
			<u>\$ 9,000</u>
#4			
505 ELECTRIC FUND			
REVENUE			
505-3-41050-0060 Use of Unrestricted Net Position	\$ -	\$ 45,143	<u>\$ 45,143</u>
			<u>\$ 45,143</u>
EXPENDITURES			
505-4-20010-3190 Contractual Services	\$ -	22,340	\$ 22,340
505-4-20010-6007 Repairs & Maintenance Supplies	75,000	77,936	2,936
505-4-20020-8134 Transformers	65,000	77,610	12,610
505-4-20020-8136 Wire	25,000	28,220	3,220
505-4-20020-8262 New Circuit	50,000	54,037	4,037
			<u>\$ 45,143</u>

Certified copy of resolution adopted by Franklin City Council.

Clerk to the City Council

BUDGET AMENDMENT 2022-5

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FRANKLIN, VIRGINIA that the 2021-2022 City Budget is hereby amended to:

1. appropriate General Fund's unassigned fund balance for FY21 unspent funds for goods and services primarily related to delay in performance due to pandemic;
2. appropriate Foundation Grant Fund's restricted fund balance for FY21 unspent funds for goods and services primarily related to delay in performance due to pandemic;
3. recognize revenues from the State for Street Maintenance and to appropriate such revenue for use; and
4. reallocate FY22 debt service allocations to align with refinancing that took place June 30, 2021.

		2021-2022 BUDGET	AMENDED BUDGET	INCREASE (DECREASE)
#1				
100	GENERAL FUND			
	REVENUE			
200-3-41050-0150	Use of Unassigned Fund Balance	\$ 515,159	\$ 859,609	\$ 344,450
				<u>\$ 344,450</u>
	DEPARTMENT EXPENDITURES			
100-4-12310-8101	Comm of Revenue Equipment	\$ 1,000	2,300	\$ 1,300
100-4-12410-5540	Treasurer Travel-Convention and Education	3,200	4,200	1,000
100-4-12410-6021	Treasurer Decals, Tags, and Licenses	7,425	10,625	3,200
100-4-12410-8101	Treasurer Equipment	2,000	3,800	1,800
100-4-12410-8102	Treasurer Office Furniture & Equipment	1,500	2,500	1,000
100-4-12430-3190	Finance Contractual Services	2,500	15,840	13,340
100-4-31100-6010	Police Police Supplies	40,000	46,145	6,145
100-4-31100-6110	Police C.C.T.V. Security	-	6,100	6,100
100-4-31100-7300	Police National Night Out	-	755	755
100-4-31130-8103	E911 Communication Equipment	15,000	21,942	6,942
100-4-31130-8400	E911 Capital Outlay	-	34,578	34,578
100-4-31130-9007	E911 PSAP Grant	-	51,816	51,816
100-4-32100-8400	Fire & Rescue Capital Outlay	-	90,000	90,000
100-4-35100-3317	Animal Control Repairs- Other	4,400	8,800	4,400
100-4-35100-6007	Animal Control Repairs & Maintenance Supplies	6,000	9,700	3,700
100-4-43200-8105	Bldg Maintenance Vehicle	61,341	122,633	61,292
100-4-71300-3190	Parks & Rec Contractual Services	1,500	1,856	356
100-4-71300-5810	Parks & Rec Dues & Association Memberships	350	500	150
100-4-71300-5856	Parks & Rec Parks & Rec - GGP Grant	-	1,010	1,010
100-4-71300-5857	Parks & Rec Parks & Rec - IP Grant	-	14,050	14,050
100-4-71300-6001	Parks & Rec Office Supplies	3,000	3,933	933
100-4-71300-6005	Parks & Rec Housekeeping & Janitorial Supplies	1,500	2,997	1,497
100-4-71300-6011	Parks & Rec Uniforms and Wearing Apparel	500	1,186	686
100-4-71300-6017	Parks & Rec Independence Day Celebration	-	7,350	7,350
100-4-71300-8400	Parks & Rec Capital Outlay	20,000	40,000	20,000
100-4-81300-5856	Beautification Gateway Enhancement Plan	-	11,050	11,050
				<u>\$ 344,450</u>
#2				
	REVENUE			
	FOUNDATION GRANT FUND			
220-3-41050-0150	Use of Restricted Fund Balances	\$ 16,600	\$ 39,746	\$ 23,146
				<u>\$ 23,146</u>
	EXPENDITURES			
220-4-32100-5848	Camp Foundation Grant Fire	\$ -	\$ 8,809	\$ 8,809
220-4-32100-8117	Fire Prevention - Other Grants	5,000	28,146	23,146
220-4-32100-8600	Child Safety Seats	-	1,064	1,064
220-4-31100-5848	Camp Foundation Grant Police	-	19,023	19,023
220-4-71300-8110	Parks & Rec Learning Center Grant	-	22,330	22,330
				<u>\$ 23,146</u>

100		GENERAL FUND	#3				
		REVENUE					
100-3-24040-0006		Street and Highway Maintenance		\$ 1,621,456	\$ 1,680,022	\$ 58,566	
						<u>\$ 58,566</u>	
		EXPENDITURES					
100-4-41200-8333		Reserve for Street Imp Paving		\$ 320,000	\$ 378,566	\$ 58,566	
						<u>\$ 58,566</u>	
			#4				
100		GENERAL FUND					
		REVENUE					
100-3-41050-0150		Use of Unassigned Fund Balance		\$ 859,609	\$ 849,018	\$ (10,591)	
						<u>\$ (10,591)</u>	
		EXPENDITURES					
100-4-93100-9291		Transfers to General Debt Fund		\$ 711,590	700,999	\$ (10,591)	
						<u>\$ (10,591)</u>	
401		GENERAL DEBT FUND					
		REVENUE					
401-3-41050-0100		Transfer From General Fund		\$ 711,590	\$ 700,999	\$ (10,591)	
						<u>\$ (10,591)</u>	
		EXPENDITURES					
401-4-40950-9111		VRA Refunding of 2013 RD Loan-Prin		\$ 60,000	\$ -	\$ (60,000)	
401-4-40950-9121		VRA Refunding of 2013 RD Loan-Inter		\$ 71,878	-	\$ (71,878)	
401-4-40950-9563		2021A GO Interest		\$ -	73,762	\$ 73,762	
401-4-40950-9564		2021B GO Taxable Refunding Principal		\$ -	25,000	\$ 25,000	
401-4-40950-9565		2021B GO Taxable Refunding Interest		\$ -	22,525	\$ 22,525	
						<u>\$ (10,591)</u>	
501		WATER & SEWER FUND					
		REVENUE					
501-3-41050-0060		Use of Unrestricted Net Position		\$ 9,000	\$ 17,577	\$ 8,577	
						<u>\$ 8,577</u>	
		EXPENDITURES					
501-4-95101-9120		Interest on Debt		\$ 34,055	42,632	\$ 8,577	
						<u>\$ 8,577</u>	
502		SOLID WASTE FUND					
		REVENUE					
502-3-41050-0060		Use of Unrestricted Net Position		\$ -	\$ 3,431	\$ 3,431	
						<u>\$ 3,431</u>	
		EXPENDITURES					
502-4-95101-9130		Interest on Debt		\$ 6,888	10,319	\$ 3,431	
						<u>\$ 3,431</u>	

Certified copy of resolution adopted by Franklin City Council.

Clerk to the City Council



RESOLUTION #2021-19

**CITY OF FRANKLIN, VIRGINIA
RESOLUTION OF CITY COUNCIL
TRANSFER OF FUNDS FOR FIRE AND EMERGENCY MEDICAL SERVICES**

WHEREAS, the City Council of the City of Franklin, Virginia (“City Council”) has committed to the expenditure of certain funds for fire and emergency medical services in the City of Franklin, and

WHEREAS, for this purpose, City Council desires to transfer to the Capital Projects Funds (Fund 200) and to restrict the use of a designated amount of funds; and

Whereas, sufficient funds exist in the general fund (Fund 100) to transfer to the Capital Projects Fund to accomplish this objective.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRANKLIN, VIRGINIA;

That the transfer of funds in the amount Three Hundred Forty-Nine Thousand Dollars (\$349,000.00) from the General Fund (Fund 100) to the Capital Projects Fund (Fund 200) is hereby APPROVED, and that the use of the said funds is restricted for the purpose of funding fire and emergency medical services projects and expenditures for the City of Franklin, Virginia.

CERTIFICATION FO ADOPTION OF RESOLUTION

The undersigned Clerk of the City Council of the City of Franklin, Virginia hereby certifies that the Resolution set forth above was adopted during an open meeting on September 27, 2021, by the City Council with the following votes:

- Mayor Frank Rabil _____
- Vice-Mayor Robert (Bobby) Cutchins _____
- Councilmember Linwood Johnson _____
- Councilmember Mark R. Kitchen _____
- Councilmember Wynndolyn Copland _____
- Councilmember Ray Smith _____
- Councilmember Gregory McLemore _____

Signed this _____ day of _____, 2021.

By: _____
Clerk, City Council of the City of Franklin, Virginia



To: Amanda Jarratt, City Manager
From: Steve Patterson, Chief of Police *SP*
Ref: Request for Change in Training Academies
Date: 09-21-2021

Attached are resolutions requesting to withdraw from the Hampton Roads Criminal Justice Training Academy and to join the Crater Criminal Justice Training Academy. These resolutions are based off Virginia State Code 15.2-1747 (C) to join Crater Criminal Justice Training Academy and (D) to withdraw from Hampton Roads Criminal Justice Training Academy. The police department is seeking Franklin City Council approval of both resolutions.



RESOLUTION 2021-20

RESOLUTION REQUESTING PARTICIPATION IN CRATER CRIMINAL JUSTICE TRAINING ACADEMY

WHEREAS, the City of Franklin participated as a member jurisdiction in the Hampton Roads Criminal Justice Training Academy, for over 20 years; and

WHEREAS, the City passed a resolution at its September 27, 2021 meeting requesting permission to withdraw from the Hampton Roads Criminal Justice Training Academy; and

WHEREAS, the application of the City to withdraw from the Hampton Roads Criminal Justice Training Academy is pending action by the said academy board; and

WHEREAS, the City Council of the City of Franklin wishes to participate in the Crater Criminal Justice Training Academy to the end that the City of Franklin Police Department may have its police officers, recruits, communications operators, and animal control staff trained at the said Crater Criminal Justice Training Academy.

NOW THEREFORE, it is hereby unanimously RESOLVED by the City of Franklin City Council that the City of Franklin hereby declares that it wishes to participate as a member jurisdiction in the Crater Criminal Justice Training Academy, effective on and after the date of adoption of this resolution and requests approval in said participation by the said Crater Criminal Justice Training Academy.

Certified copy of this Resolution adopted by the City of Franklin City Council at its meeting held on September 27, 2021.

Signed this 27th day of September 2021,

Frank M. Rabil, Mayor
City of Franklin, Virginia



RESOLUTION 2021-21

RESOLUTION REQUESTING WITHDRAWAL FROM HAMPTON ROADS CRIMINAL JUSTICE TRAINING ACADEMY

WHEREAS, the City of Franklin participated as a member jurisdiction in the Hampton Roads Criminal Justice Training Academy; and

WHEREAS, the City passed a resolution at its September 27, 2021 meeting requesting permission to join the Crater Criminal Justice Training Academy; and

WHEREAS, the application of the City to join the Crater Criminal Justice Training Academy is pending action by the said academy board; and

WHEREAS, the City Council of the City of Franklin wishes to withdraw as a member jurisdiction from the Hampton Roads Criminal Justice Training Academy.

NOW THEREFORE, it is hereby unanimously RESOLVED by the City of Franklin City Council that the City of Franklin hereby declares that it wishes to withdraw as a member jurisdiction in the Hampton Roads Criminal Justice Training Academy, effective on and after the date of adoption of this resolution and requests approval in said withdrawal by the said Hampton Roads Criminal Justice Training Academy.

Certified copy of this Resolution adopted by the City of Franklin City Council at its meeting held on September 27, 2021.

Signed this 27th day of September 2021,

Frank M. Rabil, Mayor
City of Franklin, Virginia



*Office of the City Manager
Amanda C. Jarratt*

September 21, 2021

To: Franklin City Council

From: Amanda C. Jarratt, City Manager

Reference: Sussex County Children's Services Act Agreement

Background Information

As you all may recall the City of Franklin left the CSA Consortium with Isle of Wight County and the City of Suffolk earlier in 2021 and hired our own Case Manager. In recent weeks we were approached by Sussex County who is interested in sharing our CSA Coordinator. Staff has reviewed the case load and feel like this is an excellent opportunity for the City of Franklin. The Sussex County Board of Supervisors discussed this arrangement at their meeting on September 16th and voted to move forward with the partnership between the two localities.

Needed Action

Authorize the execution of the attached agreement with Sussex County.

SHARED CSA COORDINATOR SERVICES AGREEMENT

CITY OF FRANKLIN AND SUSSEX COUNTY

THIS AGREEMENT, made and entered into this, the ____ day of _____, 2021 by and between the City of Franklin, hereinafter referred to as the “CITY” and the County of Sussex, Virginia, hereinafter referred to as the “COUNTY”.

WITNESSETH: That the CITY does hereby agree with the COUNTY for the consideration named herein to provide certain services stipulated in this AGREEMENT and the enclosed “SCOPE OF SERVICES”, as further described in **Attachment A**, which by reference is made a part hereof, for the CITY’s and the COUNTY’S Children Services Act (“CSA”) Coordinator services.

ARTICLE 1. BASIC DESCRIPTION OF SERVICES

The CITY’S CSA Coordinator(s) shall provide all services required by state law and such duties as otherwise assigned by the Parties in the administration of the CITY’S and COUNTY’S respective CSA Programs. The CSA Coordinator shall work with each locality’s Family Assessment and Planning Teams (“FAPT”) and Community Planning and Management Team (“CPMT”), and shall act as a liaison and spokesperson for both the CITY’S and the COUNTY’S FAPT and CPMT.

ARTICLE II. COMPENSATION AND MANNER OF PAYMENT

For CSA Coordinator services rendered to the CITY and the COUNTY, each Party will pay 50% of the salaries and benefits of the CITY’S CSA Coordinator position as quoted in the “CHILDREN’S SERVICES ACT STAFF BUDGET”, **Attachment B**, which is incorporated herein.

ARTICLE III. SPECIFIC TERMS OF THE AGREEMENT

- A. Term.** The initial term of this AGREEMENT shall be from October 1, 2021, to June 30, 2022. This AGREEMENT shall continue in force, thereafter from year to year, not to exceed two additional years, unless terminated by either party at the end of the first year or the end of any subsequent year by giving the remaining parties thirty (30) days written notice. Should this AGREEMENT continue in force, the fees may be adjusted yearly, if required based on the annual budget of the CITY. The amount of the proposed annual fee will be presented to the CITY’S and COUNTY’S CPMT within at least (30) days prior to the first day of such subsequent fiscal period or within five (5) days of the approval of the final budget for such fiscal year, whichever occurs later.
- B. Termination.** Each Party may terminate this AGREEMENT with or without cause, by giving thirty (30) days’ notice in writing to the other Party. The CITY shall be entitled to receive payment only for the value of services rendered hereunder prior to the receipt of the notice of termination.

C. Assignment. Neither the CITY not the COUNTY shall assign or transfer their rights or obligations under this AGREEMENT.

D. Severability. If any part, term, or provision of this AGREEMENT shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of this AGREEMENT shall not affect the validity of any other provision or portion of this AGREEMENT.

E. Notice. Any notice, demand, or request by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the representative specified below or as otherwise designated in wiring and mutually agreed.

CITY'S Representative:

COUNTY'S Representative:

F. Controlling law. This AGREEMENT is made, entered into, and shall be performed in the Commonwealth of Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this AGREEMENT, the parties agree to the exclusive jurisdiction and venue of the appropriate state court for the City of Franklin, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

G. Entire Agreement. This AGREEMENT comprises the entire understanding between the parties and cannot be modified altered or amended, except in writing and signed by all Parties.

H. Waiver. The failure by one Party to require performance of any provision of this AGREEMENT shall not affect the Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of the AGREEMENT constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Executed by these duly authorized representatives as of the day and year first above written.

Sussex County

Approved as to form:

By: _____
Richard Douglas, County Administrator

County Attorney

City of Franklin

Approved as to form:

By: _____
City Manager

City Attorney

Attachment A
Scope of Services

Attachment B
CSA Staff Budget



*Office of the City Manager
Amanda C. Jarratt*

September 9, 2021

To: Franklin City Council

From: Amanda C. Jarratt, City Manager

Reference: Barrett's Landing Bathroom Purchase

Background Information

As has been discussed previously, the City has been negotiating with the Downtown Franklin Association to purchase the bathrooms located at Barrett's Landing built on City property several years ago. The attached agreement would allow for the purchase of the facility and for the Downtown Franklin Association to utilize the facility as long as they are in operation. Once this transaction is completed the facility will be managed by the Department of Parks and Recreation. The funds for this purchase were obtained through the recent borrowing package.

Needed Action

Authorize the Mayor and the City Manager to execute the necessary documents to finalize the purchase of the bathrooms located at Barrett's Landing.

Prepared by & Return to:
William L. Holt, Esq.
VSB #76857
Kaufman & Canoles, P.C.
506 North Main Street
Franklin, VA 23851

Portion of Tax Map # 123-(072)-BLK 24-1

**TAX EXEMPT PURSUANT
TO VA. CODE §58.1-811(3)
AND VA. CODE §58.1-811(13)**

Consideration: \$115,000.00
Assessed Value: \$27,240.00

**PREPARED WITHOUT THE BENEFIT
OF A TITLE EXAMINATION**

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this ____ day of _____, 2021, by and between **DOWNTOWN FRANKLIN ASSOCIATION (FORMERLY KNOWN AS DOWNTOWN FRANKLIN ASSOCIATION, INC.)**, a Virginia non-stock, non-profit corporation, Grantor, and **CITY OF FRANKLIN, VIRGINIA**, a municipal corporation, Grantee, whose address is 207 West Second Avenue, Franklin, VA 23851.

WITNESSETH:

WHEREAS, the parties hereto entered into a Lease Agreement dated September 14, 2010 for the property described hereinbelow, wherein Grantee did lease the property to Grantor; and

WHEREAS, Grantor obtained financing for the construction of certain improvements upon the property and was responsible for the payment of said indebtedness; and

WHEREAS, the parties hereto wish to clarify that Grantor has no fee simple interest in the land, the buildings and improvements thereon, the rights and privileges, tenements, hereditaments, easements and appurtenances unto the said land belonging or in anywise appertaining.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby remise, release, and forever quitclaim unto the Grantee all of its right, title, and interest in and to the following described property, to-wit:

ALL THAT certain lot, tract or parcel of land lying, situate and being in the City of Franklin and being designated as "AREA – 6,580 SQ. FT. 0.151 AC." on that certain plat entitled, "PLAT SHOWING CITY OF FRANKLIN LOT TO BE LEASED TO DOWNTOWN FRANKLIN ASSOCIATION LOCATED ON BARRETT STREET CITY OF FRANKLIN, VIRGINIA", made by J. D. Vann – Land Surveying and recorded in the Clerk's Office of the Circuit Court of Southampton County, Virginia in Plat Book 33 at Page 41. Reference is hereby made to said plat for a more particular description by metes and bounds.

IT BEING a portion of the property conveyed to the City of Franklin, Virginia, a municipal corporation, by Deed from International Paper company, a New York corporation, dated June 30, 2010 and recorded in the Clerk's Office aforesaid as Instrument Number 100001619.

This conveyance is made subject to any easements, restrictions, and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title, which have not expired by a time limitation contained therein or have otherwise become ineffective, and to matters visible upon inspection.

WITNESS the following signatures and seals:

DOWNTOWN FRANKLIN ASSOCIATION,
A Virginia non-stock, non-profit corporation

By: _____
Victor Story, President

STATE OF VIRGINIA
COUNTY OF SOUTHAMPTON, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by Victor Story, President of Downtown Franklin Association, who is either personally known to me or who produced _____ as identification.

Notary Public

My commission expires: _____
Notary Registration Number: _____

The foregoing deed and conveyance are hereby accepted by the City Council of the City of Franklin, Virginia pursuant to a Resolution adopted by the City Council on September 27, 2021, which Resolution is attached hereto as **Exhibit A**.

City Council of the City of Franklin, Virginia, a political subdivision
of the Commonwealth of Virginia

By: _____ [SEAL]
Mayor

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of September, 2021, by Frank M. Rabil as Mayor of the City of Franklin, Virginia, a political subdivision of the Commonwealth of Virginia, in his capacity as Mayor and on behalf of the City of Franklin.

Notary Public

Registration No.: _____

My Commission expires: _____ {SEAL}

APPROVED AS TO FORM:

Sands Anderson PC
Vivian Seay Giles, Esquire
City Attorney



RESOLUTION 2021-22

CITY OF FRANKLIN, VIRGINIA

**RESOLUTION TO APPROVE
ACCEPTANCE OF REAL PROPERTY INTEREST**

WHEREAS, Downtown Franklin Association, A Virginia non-stock, non-profit corporation (“DFA”), constructed certain improvements on real property owned by the City of Franklin described as follows:

ALL THAT certain lot, tract or parcel of land lying, situate and being in the City of Franklin and being designated as “AREA – 6,580 SQ. FT. 0.151 AC.” on that certain plat entitled, “PLAT SHOWING CITY OF FRANKLIN LOT TO BE LEASED TO DOWNTOWN FRANKLIN ASSOCIATION LOCATED ON BARRETT STREET CITY OF FRANKLIN, VIRGINIA”, made by J. D. Vann – Land Surveying and recorded in the Clerk’s Office of the Circuit Court of Southampton County, Virginia in Plat Book 33 at Page 41. Reference is hereby made to said plat for a more particular description by metes and bounds.

IT BEING a portion of the property conveyed to the City of Franklin, Virginia, a municipal corporation, by Deed from International Paper company, a New York corporation, dated June 30, 2010 and recorded in the Clerk’s Office aforesaid as Instrument Number 100001619 (the “Property”); and

WHEREAS, the City of Franklin previously agreed to lease to DFA those improvements DFA had constructed; and

WHEREAS, DFA now wishes to reduce the scope of its use of the said improvements and to confirm to the City of Franklin that DFA claims no interest in and to the Property and claims no interest in and to the improvements it constructed on the Property; and

WHEREAS, the City of Franklin City Council desires to approve the acceptance of any interest that DFA may have in and to the Property and to improvements that it constructed on the Property.

NOW, THEREFORE, BE IT RESOLVED, that the City Council finds it to be in the best interests of the City and the citizens thereof to approve and accept a conveyance of any interest, if any there may be, of DFA in and to the Property, including any improvements thereon, and accept the deed attached hereto as **Exhibit A** conveying the Property from DFA to the City of Franklin; and

BE IT FURTHER RESOLVED, that the City Manager, the Mayor, and the City Attorney are hereby authorized and directed to take such action as are necessary in their sole discretion to carry out the purposes and intents of this resolution, including without limitation, the acceptance and recordation of the said deed to the Property, the payment of the funds for the purchase of the Property, and the acquisition of such real and personal property interests as are described herein and therein; and

BE IT FURTHER RESOLVED, that all actions taken in furtherance of the acquisition of the Property prior to the date of adoption of this Resolution are hereby ratified and confirmed.

Adopted this 27th day of September, 2021.

A true copy, teste:

Amanda C. Jarratt, Clerk
City of Franklin City Council

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT (“Agreement”), is made this ____ day of September, 2021 by the **CITY OF FRANKLIN, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia, (“Landlord”), and **DOWNTOWN FRANKLIN ASSOCIATION**, whose mailing address is 601 N. Mechanic Street, #309, Franklin, Virginia 23851, (“Tenant”), and provides:

WITNESSETH:

RECITALS:

A. Landlord and Tenant entered into a Lease Agreement dated the ____ day of September, 2010 for the lease of certain real property in the City of Franklin, Virginia located on the south side of Barrett Street containing 6,580 square feet and shown and described on that certain map entitled “Plat Showing City of Franklin Lot to be Leased to Downtown Franklin Association Located on Barrett Street, City of Franklin, Virginia,” (the “**Property**”) together with the 50 foot access easement, all as shown and described on that certain plat made by J.D. Vann, Land Surveyor, dated April 28, 2010, (the “**2010 Lease**”) which said plat is attached hereto and to which reference is here made for a more particular description of the real property leased herein

B. The term of the 2010 Lease was for a period of fifteen (15) years with the option to renew the lease term for an undetermined number of successive terms of five (5) years, which term has not yet expired.

C. The parties now wish to amend the terms of the 2010 Lease and to restate their amended agreement herein.

NOW, THEREFORE, for and in consideration of the covenants, agreements, and undertakings hereinafter set forth, the Landlord does hereby lease unto the Tenant, and the Tenant hereby rents from the Landlord, the non-exclusive right to use the real property described below for the purposes herein provided:

1. Access & Storage. Unless otherwise agreed by the parties, the Lease rights granted pursuant to this Agreement shall be for the normal and customary use for pedestrian and vehicular ingress and egress to and from, storage of personal property of the Tenant, and general use of the facility located on the Property. Landlord reserves the ability to regulate and impose reasonable rules upon Tenant’s usage of the License Area pursuant to this Agreement. Notwithstanding anything contained herein, Landlord may continue to use the Property for any reasonable purpose not inconsistent with the rights of Tenant hereunder.

2. Rent. No rent shall be payable hereunder. Execution of the Quitclaim Deed of even date herewith shall serve as consideration for this Lease.

3. Term. The Lease shall terminate at midnight on September 30, 2025. Tenant may, at its option, renew the Lease for successive terms of five (5) years at a rent amount and upon such terms and conditions as agreed to by the parties hereto. In order to renew the said lease pursuant to this paragraph 3, Tenant must provide notice to Landlord at least one hundred twenty days (120) prior to the expiration of the term of the lease of its intention to renew this

Lease. Notwithstanding any of the foregoing, in no event shall the lease term granted by the Landlord to the Tenant exceed a period of forty years as prohibited by Va. Code § 15.2-2100.

4. Indemnification. Tenant agrees to indemnify, defend and save Landlord harmless from all damages, liability, costs and expenses (including reasonable attorneys' fees) due to personal injuries and other events arising from the entrance upon the Property and/or Tenant's use of the Property.

5. Rights Specific to Tenant. This Agreement shall be interpreted to grant an specific right unto Tenant, and shall not be assignable or transferrable, in whole or part, by Tenant in any way, without the express written consent of Landlord.

6. Lawful, Safe Use. Tenant shall use and occupy the Property in a careful, safe, and lawful manner, shall comply with all ordinances, rules, and regulations of applicable governmental authority respecting the Property and Tenant's use thereof.

7. Landlord Access. Tenant shall permit Landlord and the agents and employees of Landlord to enter into the Property and upon the Property at reasonable times and upon the receipt of reasonable notice for the purpose of inspecting the same, for the purpose of posting default notices or notices of non-responsibility for alterations, additions, or repairs, or for other lawful and reasonable purposes.

8. Utilities. Landlord shall furnish and pay for the cost of all utilities, if any, used on the Property, which shall include, but not be limited to, the cost of water, sewer, gas, electricity, solid waste disposal, telephone, cable, internet, and telecommunications systems, as applicable. Landlord shall also furnish and pay for the cost of mowing, trimming, general landscaping services, trash removal, snow removal as needed, and related services for the Property.

9. Damage to Building. Tenant, at its expense, shall repair or cause to be repaired, any damage to the Property resulting from the negligent or deliberate acts of the Tenant, its agents, employees, or invitees, including damage to the exterior of the building and/or the HVAC system. Except where damage or disrepair is caused by the negligent or deliberate acts of Tenant its agents, employees, or invitees, Landlord will maintain the exterior of the building and the HVAC system in good condition and working order.

10. Taxes. The parties acknowledge that Landlord is a political subdivision of the Commonwealth of Virginia and, as such, is tax-exempt. Tenant shall have no duty to pay real property taxes for which the Property is exempt by reason of Landlord being a governmental entity.

11. Insurance. Tenant shall keep and pay for general liability insurance with maximum limits of \$1 million, with a solvent company, licensed to do business in the Commonwealth of Virginia, for injury or liability which may be incurred by Landlord or Tenant from injury to any invitee or other party or otherwise with regard to the Property. Landlord shall be named as an additional insured, and upon written request, Tenant shall provide Landlord with a certificate of insurance evidencing same.

12. No Alterations; No Mechanics Liens: No alterations, additions, or improvements to the Property or Property may be made by Tenant without the written consent of the Landlord. Tenant covenants not to permit any lien to be filed against the Property on account of non-

payment or disputes with respect to labor or materials furnished in connection with improvements, modification, or additions to the Property, nor shall Tenant permit any judgment, lien, or attachment to lie against the Property. Should any lien of any nature, including, but not limited to the foregoing, be filed against the property, Tenant shall within thirty (30) days cause said lien to be removed by substitution of collateral or otherwise.

13. Notice of Default: Upon receipt of a notice of default in the terms of this License, Tenant shall have sixty (60) days from receipt of notice by Landlord to cure any default under or to commence reasonable steps to cure said default in the event that a cure is not reasonably possible within such sixty (60) days. Failure of Tenant to cure defaults within such sixty (60) day period shall entitle Landlord to pursue any rights and remedies available to it hereunder, by law, or in equity, including, without limitation, termination of this License and recovery of the Property.

14. Law Applicable: This License has been executed in the Commonwealth of Virginia and shall be interpreted and governed by the laws of this state. Venue shall lie in Southampton County, Virginia. In the event any dispute arises under this Agreement and any party resorts to judicial proceedings to enforce any provision hereof, the party substantially prevailing in such proceedings shall be entitled to recover from the other party the costs of such proceedings including reasonable attorneys' fees, expert fees and costs.

15. Notices: All notices to be sent pursuant to this Agreement shall be sent:

To Tenant: Downtown Franklin Association
601 N. Mechanic Street, #309
Franklin, Virginia 23851

To Landlord: The City of Franklin, Virginia
c/o City Manager
207 West 2nd Avenue
Franklin, Virginia 23851

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no other terms, obligations, covenants, or conditions other than those contained or referred to herein. No modification or variation hereof shall be deemed valid unless evidenced by an agreement in writing signed by the parties to this Agreement.

17. Severability. In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided in such case, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either Landlord or Tenant in their respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

This Amended and Restated Lease Agreement has been authorized by the City Council of the City of Franklin, Virginia upon resolution duly adopted on _____, 2021.

[SIGNATURE PAGE TO LICENSE AGREEMENT]

IN WITNESS WHEREOF, Landlord has executed and delivered this Amended and Restated Lease Agreement as of the date and year first above set forth.

WITNESS the following signatures and seals:

DOWNTOWN FRANKLIN ASSOCIATION

By: _____ (SEAL)

Its: _____

CITY OF FRANKLIN, VIRGINIA

Approved as to Form:
Sands Anderson, PC, City Attorney

By: _____ (SEAL)
Frank M. Rabil, Mayor

By: _____

Date: _____



*Office of the City Manager
Amanda C. Jarratt*

September 22, 2021

To: Franklin City Council

From: Amanda C. Jarratt, City Manager

Reference: Global Concentrate Contract

Background Information

Global Concentrate, a New Jersey-based supplier for traditional and organic fruit and vegetable juice concentrates, purees, puree concentrates, NFC (not-from-concentrate) juices and IQF (individual quick freezing) products, has announced that it will be purchasing approximately 170 acres of industrial land in the Pretlow Industrial Park in Franklin to establish their largest processing operation in the United States.

Global Concentrate currently operates in Turkey, Europe, Far East Asia, China, South America and Canada as well as the United States. Global Concentrate looks forward to strong growth in Franklin, as it has experienced in other countries throughout the world. The company currently makes and sells private-label juices sold at retailers such as Aldi's, Dollar General and Trader Joe's. Global Concentrate also sells juice concentrate to companies including Tropicana, Campbell Juice, and Kirkland.

Global Concentrate will invest a minimum of \$121 million in tangible business property, real estate and construction, and machinery and tools in Franklin. A total of 50 new full-time jobs will be created in Franklin within 36 months. Attached are necessary contract documents to facilitate the closing of the property at a price of \$2 million.

It is anticipated that Global Concentrate will close on the property in November, and that construction will begin in 2022. The job creation will occur over a 36-month period as build-out is completed at the Pretlow site. Anticipated build-out for Global Concentrate will be approximately 2,000,000 square feet of new building space.

Needed Action

Authorize execution of the Global Concentrate contract and associated documents.

PERFORMANCE AGREEMENT

This Performance Agreement (the "Agreement") is made and entered into as of the 23rd day of September, 2021 by and between the City of Franklin, Virginia (the "City"), acting by and through the Franklin City Council and Voorhees Warehousing Corp., a New Jersey corporation, with its headquarters in Voorhees, New Jersey (the "Company").

WHEREAS, the Company is purchasing 170 +/- acres located in Pretlow Industrial Park, as shown and/or described on Exhibit A attached hereto, to be used for a manufacturing and distribution facility (the "Facility") for traditional and organic fruit and vegetable juice concentrates, purees, puree concentrates, not from concentrate (NFC) juices, and individual quick freeze (IQF) products (the "Project"). The Company contemplates an investment (the "Capital Investment") in the City of Franklin in the Facility, and related equipment of One Hundred Forty-Two Million dollars (\$142,000,000.00), including \$127 million in qualifying real estate/construction, and \$15 million in machinery and tools, and further contemplates creation of fifty (50) new full-time jobs (the "New Jobs"), all with an average annual compensation, excluding benefits, of at least Twenty-Nine Thousand Six-Hundred Forty Dollars (\$29,640), and expects to maintain such investment and number of jobs for at least five (5) years; and

WHEREAS, the City has determined that the proposed Project will benefit the residents of the City of Franklin by stimulating local commerce and trade, providing additional markets, increasing employment, and providing substantial direct tax revenues; and

WHEREAS, the parties hereto acknowledge that the participation of the City is for the benefit of the residents of the City and therefore the Company recognizes its obligation to employ residents of the City and surrounding areas when possible; and

WHEREAS, the parties hereto wish to articulate and pledge their mutual commitments to one another.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

**ARTICLE I
OBJECTIVES**

1.1 The parties hereby agree that, in consideration of the Company undertaking the Project with its employment opportunities, investment, tax revenues and utility revenues in the City, the City will provide the incentives set forth herein.

1.2 The Company hereby agrees that in consideration of the provision of said incentives, it will develop and maintain the Project in the City in accordance with the terms hereof and undertake reasonable efforts to employ residents of the City and the surrounding areas.

1.3 It is further acknowledged that, because the Facility is located in an Enterprise Zone (as that term is defined in the Code of Virginia Section 59.1-539), the Company may qualify for incentive grants from the Commonwealth of Virginia pursuant to Virginia Code Sections 59.1-547 and 59.1-548 in addition to the incentives set forth below available from the City.

**ARTICLE II
THE COMPANY'S COMMITMENTS**

2.1 The Company will, subject to the performance by the City of its commitments set out in this Performance Agreement, and the successful award of certain other incentives from the Commonwealth of Virginia, develop the Project in Pretlow Industrial Park in Franklin, Virginia.

2.2 In consideration of the performance by the City of its commitments set out in Article III, the Company will make the Capital Investment in the Facility and generate the New Jobs, within eighty-four (84) months of acquisition of the Facility (the "Commencement Date") and maintain

such Facility, equipment, and New Jobs for a period of not less than five (5) years (the "Maintenance Period").

2.3 The Company will comply in all material respects with all federal, state and local requirements related to the Project, including the provision of financial and other documentation in connection with all incentive programs as described in this Performance Agreement.

2.4 The Company acknowledges that there are applications and other forms to be completed and statutory and guideline requirements to be met for the Company to qualify for various incentives set out herein and that the City has the remedies set forth in Article IV below if the Company fails to perform.

2.5 The Company acknowledges that if its commitments contained in Article II of this Performance Agreement are not met, all or a portion of the incentives offered by the City for the Project pursuant to Article III of this Agreement may be forfeited as set out in Article IV.

ARTICLE III THE CITY'S COMMITMENTS

3.1 The City, acting by and through the City Council, acknowledges that certain commitments are hereby made to the Company to induce it to develop the Project in the City of Franklin, Virginia.

3.2 Pursuant to City Code Section 28.6-6, the City proposes to provide the following assistance in support of the Project so long as the Company meets the requirements and threshold levels as stated in the City Code Section 28.6-6 for each of the respective incentives:

(i) Pursuant to City Code Section 28.6-6(3), the City will rebate 50% of the machinery and tools taxes paid to the City for a period of five (5) consecutive years beginning with the first year of payment to the City of machinery and tools taxes.

(ii) Pursuant to City Code Section 28.6-6(4) the City will provide a rebate of the utility tax in decreasing amounts for five (5) consecutive years beginning with the first year a utility tax is paid to the City on the following schedule:

Year 1	100%
Year 2	80%
Year 3	60%
Year 4	40%
Year 5	20%

(iii) Pursuant to City Code Section 28.6-6 (7), the City will rebate 10% of the annual electric bill in an amount not to exceed \$20,000 per year pursuant to the following formula:

Value of Improvements	# of Jobs	Years Rebate Applies
\$150,000 - \$1,000,000	5	3
\$1,000,001 - \$2,000,000	10	5
\$2,000,001 - \$3,000,000	15	7
Over \$3,000,001	25	10

(iv) Pursuant to City Code Section 28.6-6(6), the City staff will provide in-kind services for fast-track review of the Company's site plans and provide written comments in not more than seven working days.

(v) Pursuant to City Code Section 28.6-6(5), the City will rebate all eligible permit fees, plan review fees and land use development fees paid to the Department of Community Development and all utility connection fees paid to the Department of Power and Light and/or the Department of Public Works.

3.3 The City acknowledges that the Company's acquisition of the Facility shall be subject to obtaining all zoning, subdivision and building approvals required to permit the Company's intended uses of the Site and the construction of the Project.

3.4 The City acknowledges that the Company's acquisition of the Facility is subject to completion of its inspections including but not limited to title, survey, environmental, geotechnical and cultural resources and the Company's satisfaction with all aspects thereof in its sole discretion.

ARTICLE IV
REMEDIES FOR FAILURE TO PERFORM

4.1 Upon request of the City, the Company will provide reasonable supporting documentation acceptable to the City evidencing its compliance with the New Jobs creation and maintenance commitment and the Capital Investment commitment as set out in Article II herein.

4.2 If the Company defaults on its commitments contained herein for Capital Investment or New Jobs at any time during the Maintenance Period as set out in Article II of this Performance Agreement, then the City shall provide the Company with a written notice of default after which the Company will be given ninety (90) days following the date of such notice, plus any extension or extensions granted in writing by the City, to cure such default. If the default has not been cured by the end of the ninety (90) day period, the Company shall forfeit a pro-rata proportion of the economic incentive grants provided by the City pursuant to Article III of this Performance Agreement and Company shall receive a pro-rata portion of the maximum incentive amount, proportional to the performance achieved, with equal weighting allocated to the Capital Investment and New Jobs requirements contained herein.

ARTICLE V
MISCELLANEOUS

5.1 The parties agree to execute and deliver such additional instruments and documents, provide such additional financial or technical information, and to act with due diligence and good faith to comply with the terms of this Performance Agreement, and to work together in a mutually supportive manner to accomplish the realization of the Project.

5.2 The terms of this Performance Agreement shall be subject to the approval of the Franklin City Council and the Company's Board of Directors.

5.3 All communications and notices regarding this Performance Agreement shall be delivered by registered first class mail, postage prepaid, or by nationally recognized courier for delivery on the next business day, or by telecopy (with such telecopy to be promptly confirmed in writing sent by mail or overnight courier as aforesaid) as follows:

CITY OF FRANKLIN: Amanda C. Jarratt
City Manager
207 W. Second Avenue
Franklin, Virginia 23851

With a copy to: Vivian Seay Giles
Sands Anderson PC
PO Box 1998
Richmond, VA 23218 1998

COMPANY: Voorhees Warehousing Corp.
Attn: Ali Erten
Heritage Plaza II, Suite 205
65 Harristown Road
Glen Rock, NJ 07452

With a copy to: William L. Holt, Esq.
Kaufman & Canoles, P.C.
506 N. Main Street
Franklin, Virginia 23851

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

[SIGNATURE PAGE TO PERFORMANCE AGREEMENT]

IN WITNESS WHEREOF, the Company has caused its name to be hereunto subscribed by its authorized representative named below, and the City has caused its name to be hereunto subscribed by the City Manager, as of the date hereinabove written.

CITY OF FRANKLIN

By: _____

Name: _____

Title: _____

VOORHEES WAREHOUSING CORP.

By: _____

Name: Ali Erten

Title: President

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “Agreement”) is made effective this 27th day of September, 2021 (the “Effective Date”) by and between **VOORHEES WAREHOUSING CORP.** a New Jersey corporation (the “Purchaser”) and the **CITY OF FRANKLIN, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the “City”).

WHEREAS, the City is the owner of that certain tract or parcel of land located in the City of Franklin, Virginia, containing approximately 170+/- acres, which tract or parcel is more fully described on **Exhibit A** attached hereto (the “Property”); and

WHEREAS, Purchaser desires to purchase and City desires to sell the Property.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Agreement of Purchase and Sale. Subject to the provisions of this Agreement, and for the consideration herein stated, Purchaser agrees to buy and the City agrees to sell all its rights, title and interest in the Property, by special warranty deed, properly executed, acknowledged and delivered, free from all encumbrances.

2. Purchase Price.

a. The total purchase price for the Property shall be Two Million Dollars (\$2,000,000.00) (the “Purchase Price”). The Purchase Price shall be in gross and not by the acre, except that in the event that Buyer’s survey reveals that the Property contains less than 170 acres, the Purchase Price shall be adjusted by the Parties on a pro rata basis.

b. Purchase Price shall be payable by Purchaser to City as follows:

i. The sum of One Hundred Thousand Dollars (\$100,000.00) (the “Deposit”) shall be deposited by Purchaser in escrow with Kaufman & Canoles, PC as settlement agent, within 5 business days after the Effective Date, which Deposit shall not earn interest and shall be held and applied in accordance with paragraph 2(b)(iii), unless Purchaser terminates this Agreement in accordance herewith, in which case the Deposit shall be returned to Purchaser;

ii. The balance of the Purchaser Price shall be paid by immediately available funds at Closing (as hereinafter defined); and

iii. The Deposit shall be applied toward payment of the Purchase Price on the date of Closing, unless otherwise disbursed in accordance with the terms of this Agreement.

3. Closing. The consummation of the sale and purchase of the Property and the delivery of possession (the “Closing”) shall be on the date (the “Closing Date”) which is the date specified

by Purchaser in a written notice given to the City at least seven (7) days prior to the specified date which is to be within thirty (30) days after the expiration of the Feasibility Period, at the offices of Purchaser's counsel. Closing may be completed by delivery of executed Closing documents by mail or overnight delivery service.

4. Feasibility Period. For a period of ninety (90) days after the Effective Date of this Agreement (the "Feasibility Period"), Buyer, at Buyer's expense, shall have the right to conduct such studies, inquiries, inspections, tests, appraisals, surveys, and other investigations that Buyer deems, in its sole discretion, appropriate to determine whether it is feasible for Buyer to purchase and develop the Property and/or obtain financing as desired. Buyer shall have the right to terminate this Agreement at any time during the Feasibility Period for any reason or for no reason, and receive a return of the Deposit, and the parties shall have no further obligation or liability to each other.

5. Conveyance and Permitted Exceptions. On the date of Closing, City shall convey to Purchaser good, marketable, and fee simple title to the Property by a recordable special warranty deed (the "Deed"), insurable under a current ALTA form owner's title insurance policy, free and clear of all liens and encumbrances and subject only to the "Permitted Exceptions" (as defined herein).

6. Purchaser's Objections to Title; Defects in Title. In the event, at any time prior to the end of the Feasibility Period, Purchaser delivers to City in writing its objections (the "Objections") to any exceptions or conditions to title contained in a title binder or commitment (the "Title Binder") for the Property obtained by Purchaser from a title company (the "Title Company") acceptable to Purchaser, any matters ("Survey Matters") disclosed by a survey (the "Survey") of the Property obtained by Purchaser, or any other title matters discovered by Purchaser which Purchaser deems objectionable, City may, without obligation, within a period of 30 days following notice of the Objections, cause to be corrected or removed such title defect, exception or condition to which Purchaser objected and cause the Title Company to delete such exceptions to title. In the event City fails or refuses to correct or remove such title defect, exception or condition and to cause the Title Company to delete such exceptions to title within such 30 day period, Purchaser, at Purchaser's option, may by written notice to City within 10 business days after the expiration of such 30 day period elect to (i) terminate this Agreement, in which event the entire Deposit paid by Purchaser shall promptly be returned to Purchaser, or (ii) waive its Objections and proceed to Closing subject to the other terms and conditions of this Agreement. If the Objections cannot be promptly resolved by the Closing Date, then the Closing Date shall be extended to a date which is after the aforesaid cure and notice periods. Any exceptions or conditions to title constituting easements, covenants and restrictions listed in the Title Binder or disclosed on the Survey which are not objected to by Purchaser prior to the end of the Inspection Period shall constitute "Permitted Exceptions." If City does not correct or remove any title defect, exception, or condition to the satisfaction of Purchaser pursuant to City's right under this paragraph, City agrees to fully cooperate in Purchaser's effort to correct such title objections.

7. Documents and Instruments to be Furnished by City on or before Closing Date. On or before five (5) days prior to the Closing Date, City shall furnish Purchaser the following documents, each of which shall be in form and substance reasonably satisfactory to Purchaser's counsel:

- a. The Deed;
- b. An Assignment, assigning to Purchaser all leases, security deposits, contracts, and governmental licenses, permits and approvals, if any, affecting the Property, or any portion thereof;
- c. An owner's affidavit as to, among other things, no liens or conflicting rights of possession in customary form required by the Title Company and executed by City;
- d. A Bring Down Certificate certifying that all representations, warranties, and other certifications of City set forth herein are true and correct in all material respects as of the date of Closing; and
- e. Any and all other documentation reasonably required by Purchaser's counsel, Purchaser's lender, and/or the Title Company to consummate Purchaser's acquisition of the Property and the issuance of an owner's and lender's title insurance policies.

8. Prorations; Closing Costs.

- a. Purchaser shall be responsible for payment of real estate taxes associated with the Property from the Closing Date and forward.
- b. The City is exempt from paying the grantor tax due in connection with the recordation of the Deed pursuant to Virginia Code Section 58.1-1-811(C)(4). Purchaser shall pay the grantee tax due in connection with the recordation of the Deed and all other closing costs associated with the sale contemplated by this Agreement, including, but not limited to recording fees and the cost of any title examination and title insurance premium in connection with Purchaser's owner's title insurance policy. Each party shall pay its own attorneys' fees incurred in connection with this Agreement and the consummation of the transaction contemplated hereby.

9. Representations, Warranties and Covenants.

- a. City hereby represents and warrants to Purchaser on the date hereof (all of which shall be deemed confirmed and remade by City on the Closing Date) as follows:
 - i. City owns good, marketable, and fee simple title to the Property and will convey to Purchaser the Property free and clear of all liens other than the Permitted Exceptions, monetary encumbrances, third-party claims, and any claims of adverse possession and prescriptive easements, and conveyance of the Property to Purchaser will be in accordance with all applicable subdivision and related ordinances. The Property is directly accessible from a public street or right-of-way or is directly accessible via recorded easement from a public street or right-of-way. City shall satisfy all requirements of Purchaser's title company to insure title to the Property in Purchaser. City has not entered into any agreement (other than this Agreement) to sell or further encumber or dispose of any interest in the Property or any portion thereof or any agreement (other than leases disclosed on **Exhibit B** attached hereto) which imposes restrictions on the ability or right of City to

sell and/or transfer the Property or any interest therein, including without limitation, any options or rights of first refusal in favor of third parties;

ii. Except for the Permitted Exceptions and as disclosed on Exhibit B, there are no agreements (other than this Agreement), contracts, licenses, leases, rental agreements, invoices, bills, undertakings, or understandings affecting all or any portion of the Property that shall survive closing;

iii. City shall provide an Owner's Affidavit sufficient to enable Purchaser's title insurer to issue a title policy without exception to mechanic's and materialmen's liens;

iv. To City's actual knowledge, there are no outstanding options or other contracts or claims relating to cemeteries or burial grounds located on the Property, or any portion thereof. From and after the Execution Date (except as provided in this Agreement), City shall not transfer any interest in, or grant any easement or apply for or enter into any application, permit, contractual agreement, consent decree or understanding, written or oral, with respect to the Property or any portion thereof or any interest therein;

v. To the best of City's knowledge, no portion of the Property contains historic, cultural, or natural resources (to include, without limitation, rare, threatened, or endangered species); and no property adjoining the Property has been used as a landfill or dumping ground, nor has there been any release, threat of release, discharge, storage, treatment, generation or disposal of any hazardous substance or petroleum product on any adjoining property;

vi. City shall not alter the condition of the Property at any time after the execution of this Agreement, nor shall City further encumber the Property outside of the ordinary course of business without Purchaser's prior written approval;

vii. City has all requisite power and authority to execute and deliver this Agreement and consummate the transactions contemplated thereby; and

viii. This Agreement has been duly and validly authorized, executed and delivered by City, and constitutes the valid and binding obligation of City; and

b. Purchaser hereby represents and warrants to City on the date hereof (all of which shall be confirmed and remade by corporate resolution at the Closing Date) as follows:

i. Purchaser has all requisite power and authority to execute and deliver this Agreement and consummate the transactions contemplated thereby; and

ii. This Agreement has been duly and validly authorized, executed and delivered by Purchaser, and constitutes the valid and binding obligation of Purchaser.

10. Real Estate Commissions. City and Purchaser represent and warrant that no broker or finder has acted for it in connection with this Agreement or the transactions contemplated by this

Agreement. Purchaser hereby agrees to indemnify and hold City harmless against any loss, liability, or expense, including attorney's fees, arising from or in any manner connected with any other claims for commissions or compensation for bringing about this Agreement or the transactions contemplated hereby made by any broker, finder or like agent.

11. Survival. The representations, warranties, provisions, covenants, and agreements contained in this Agreement shall survive the Closing of the sale and purchase of the Property pursuant to this Agreement and shall not be merged into any deed or document.

12. Notices. Any notices required or permitted to be given hereunder shall be deemed given when personally delivered, deposited with a nationally recognized courier for overnight delivery, or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to Purchaser or City, as the case may be, as follows:

If to Purchaser:

Voorhees Warehousing Corp.
Attn: Ali Erten
Heritage Plaza II, Suite 205
65 Harristown Road
Glen Rock, NJ 07452

With a copy to:

William L. Holt, Esq.
Kaufman & Canoles, P.C.
506 N. Main Street
Franklin, Virginia 23851
(757) 259-3885
wlholt@kaufcan.com

If to City:

City of Franklin
Attn: Amanda C. Jarratt, City Manager
207 W. Second Avenue
Franklin, Virginia 23851
(757)-562-8561
ajarratt@franklinva.com

With a copy to:

Vivian Seay Giles
Sands Anderson PC
PO Box 1998
Richmond, VA 23218 1998
(804) 783-7225
VSeayGiles@sandsanderson.com

Any party to this Agreement may change its address for notice purposes by giving notice thereof in writing to the other parties hereto, except that such change of address notice shall not be deemed to have been given until actually received by the addressee thereof.

13. Miscellaneous.

a. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors, and assigns.

b. This Agreement may be executed and delivered in any number of electronic or facsimile counterparts, each constituting an original but all together only one Agreement.

c. This Agreement constitutes the entire agreement and understanding between the parties hereto and it is agreed that any change in, addition to, amendment, or modification of the terms hereof shall be of no effect unless reduced to writing and executed by both parties hereto.

d. In the event that the last day for performance of any obligation hereunder occurs on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next following business day.

e. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

f. In the event that any litigation is commenced by either party to enforce its rights under this Agreement, the substantially prevailing party shall be entitled to recover from the other the cost incurred by it in prosecuting or defending such litigation, including reasonable attorneys' fees, expert witness fees, and costs.

g. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia without regard to its conflict of laws principles. The parties irrevocably agree to non-exclusive personal jurisdiction in the Commonwealth of Virginia and that venue shall be proper only in the Circuit Court of Southampton County, Virginia or the General District Court of the City of Franklin, Virginia.

h. This Agreement may not be assigned by either party without the written consent of the other, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, City's consent shall not be required for Purchaser to assign this Agreement to a subsidiary or affiliate of Purchaser or an entity under common ownership or control with Purchaser.

i. Any failure of either party hereto to insist upon strict observance of any covenant, provision or condition of this Agreement in any one or more instances shall not constitute or be construed to be a waiver at that time or thereafter, of such or any other covenant, provision or condition of this Agreement.

j. The headings and captions hereof are for convenience only and shall not be considered in interpreting the provisions hereof.

k. Each party and each person signing below on behalf of such party in their individual capacity represents and warrants to the other party that it is fully authorized to enter into this Agreement without the joinder of any other person or entity, and the person executing this Agreement on behalf of such party has full authority to do so and that any and all required corporate action has been taken.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

[SIGNATURE PAGE TO PURCHASE & SALE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement:

PURCHASER:

VOORHEES WAREHOUSING CORP.

By: _____
Ali Erten, President

Date: _____

CITY:

CITY OF FRANKLIN, VIRGINIA

By: _____
Amanda C. Jarratt, City Manager

Date: _____

Approved as to Form:

City Attorney

Date: _____

EXHIBIT A – Description of Property

The Property shall consist of the following parcels shown on this exhibit, but subject to a survey prior to Closing: “DEVELOPABLE (30.9 ACRES)”, “DEVELOPABLE (17.7 ACRES)”, “DEVELOPABLE (14.9 ACRES)”, “DEVELOPABLE (16.2 ACRES)”, “DEVELOPABLE (20.2 ACRES)”, “DEVELOPABLE (23.6 ACRES)”, “DEVELOPABLE (21.7 ACRES)”, “DEVELOPABLE (9.8 ACRES)”, “DEVELOPABLE (13.9 ACRES)”

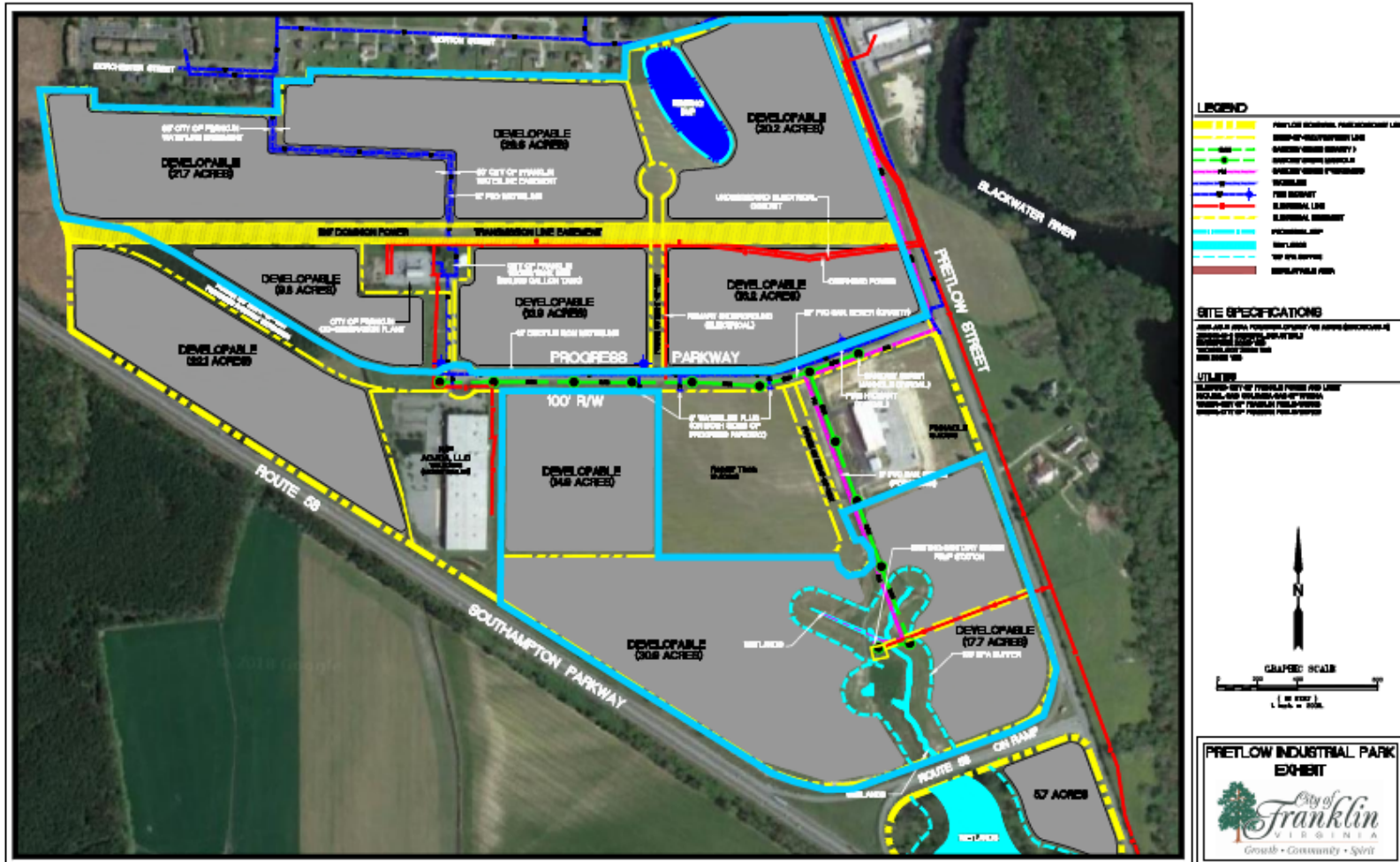


EXHIBIT B

Title Exceptions



*Office of the City Manager
Amanda C. Jarratt*

September 22, 2021

To: Franklin City Council

From: Amanda C. Jarratt, City Manager

Reference: City Manager's Report

General Updates

- The COVID-19 cases in the City of Franklin are now increasing and the City of Franklin has been moved to a high risk of spread locality by the Center for Disease control. Vaccinations continue to be administered through various avenues within the Western Tidewater Health District and other venues.
- SPSA was awarded the Virginia Environmental Excellence Award at an E3 level.

Community Events

- Fall athletic leagues and community wide events are posted on the City of Franklin website.
- The Franklin Cruise In is held every Wednesday evening in Downtown Franklin.
- The Franklin Farmers Market is open on Wednesdays and Saturdays into the fall season.
- Franklin's Fall Festival will be held on October 1st and 2nd. Friday will be a concert sponsored by the Downtown Franklin Association and Saturday will be typical street scene organized by Tourism, FSEDI, and several local business owners. Those interested in serving as vendors and sponsors should reach out to the Director of Tourism or refer to the City's website.
- The Downtown Trick or Treat is scheduled for Thursday October 28th.
- The City of Franklin Christmas parade is scheduled for Friday December 3rd with the theme of "Christmas Movies".