

AGENDA**FRANKLIN CITY COUNCIL
MONDAY, NOVEMBER 13, 2017 – CITY HALL COUNCIL CHAMBERS – 207 W. SECOND AVE.****6:00 P.M.
Work Session**

- | | |
|--|-----------------------------|
| A. Call To Order | MAYOR FRANK M. RABIL |
| B. <u>Work Session</u> – Derelict Property Regulations . . . | Donald Goodwin, CD Director |
| C. ADJOURNMENT | MAYOR FRANK M. RABIL |

**7:00 P.M.
Regular Meeting**

Call To Order MAYOR FRANK M. RABIL

PLEASE TURN OFF CELL PHONES MAYOR FRANK M. RABIL

PLEDGE OF ALLEGIANCE

CITIZENS' TIME

AMENDMENTS TO AGENDA

1. **CONSENT AGENDA**
 - A. Minutes: October 23, 2017 Regular Meeting
2. **OLD/NEW BUSINESS**
 - A. Southampton Memorial Hospital Health Clinic Lease – Taylor Williams, City Attorney
 - B. City Manager's Report
3. **COUNCIL/STAFF REPORTS ON BOARDS/COMMISSIONS**
4. **Closed Session**

Closed Session - I move that the Franklin City Council meet in Closed Session to discuss appointments to boards and commissions; to discuss a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business or industry's interest in locating or expanding its facilities in the community; and, to consult with the City Attorney and briefing by staff member pertaining to probable or actual litigation, where such consultation or briefing in open session would adversely affect the litigating posture of the public body pursuant to Virginia Code Section 2.2 – 3711 (A) (1), (5) & (7).

Motion Upon Returning to Open Session- I move that the only matters discussed during the closed session were those lawfully exempted from open meeting requirements and identified in the motion by which the closed session was convened.

5. **ADJOURNMENT**

UPCOMING ITEMS TO BE SCHEDULED

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

<u>SUBJECT</u>	<u>TENTATIVE TIME LINE</u>
Employee Holiday Luncheon	December 19, 2017
@ Main Event	@ 11:30 a.m. – 1:00 p.m.
Columbia Natural Gas Franchise	TBD
Charter Cable Franchise	TBD

CONSENT AGENDA

A. Minutes: October 23, 2017 Regular Meeting

The Franklin City Council held its regular meeting on Monday, October 23, 2017 at 7:00 p.m. in the Council Chambers at City Hall.

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

Staff in Attendance: Randy Martin, City Manager; Taylor Williams, City Attorney; Mark Bly, Director of Power and Light; Deputy Chief Mark Carr, Director of Emergency Services; Brenda Rickman, Commissioner of the Revenue; Russ Pace, Director of Public Works and Dinah Babb, Treasurer.

Others in Attendance: Officer Marissa Foster, Franklin Police Department; Dan Howe, Executive Director, Downtown Franklin Association; and Teresa Rose-McQuay; Administrative Assistant and Acting Secretary, Recording Minutes.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited by everyone in attendance.

CITIZENS' TIME

Helen and Simret Mehtzun of 317 Forest Pine Road, Apartment D, spoke and invited Council to the celebration of the 200th anniversary of the birth of BAHÁ'U'LLÁH on Saturday, October 28, 2017 from 3:00 p.m. – 5:00 p.m. at the PDCCC Workforce Development Center in the Technology Theater. The Mehtzun's moved to Franklin three years ago and have been volunteering at the Martin Luther King, Jr. Recreation Center mainly with middle school children. Ms. Mehtzun distributed invitations and a magazine with information related to the event.

Ms. Cheryl Vincent of 1912 South Street voiced her concerns about her electric bill and the City policy concerning extensions and late fees. Ms. Vincent wanted to know if anything could be done to make it more affordable. She also asked about the status of the vacant garage building next to her home on South Street. She stated that because of the condition of that property she has a problem with mice, roaches and other insects coming from that property and invading hers. (Councilman Burgess arrived at 7:05 p.m.)

Mr. Thomas Council of 425 Bracey Street addressed Council about reinstating Christian prayer back into the Council meetings and School Board meetings as soon as possible. He questioned why it was stopped and who stopped it.

AMENDMENTS TO AGENDA

There were no amendments to the agenda.

Consent Agenda

Minutes of the September 16, 2017 Called Meeting

Mayor Rabil asked if there were any corrections or changes to the September 16, 2017 Called meeting minutes. Hearing none, Vice-Mayor Cheatham made a motion to approve the minutes as presented and Councilman Johnson seconded the motion.

The motion was approved with the vote as follows:

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

Minutes of the September 25, 2017 Regular Meeting

Mayor Rabil asked if there were any corrections or changes to the September 25, 2017 Regular meeting minutes. Hearing none, Councilman Burgess made a motion to approve the minutes as presented and Councilwoman Hilliard seconded the motion.

The motion was approved with the vote as follows:

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

Departmental Reports

Mayor Rabil asked if there were any questions concerning the departmental reports that were sent under a separate file.

There were no questions concerning the Departmental Reports.

Arbor Day Proclamation

Mayor Rabil asked Councilwoman Hilliard to read the Arbor Day Proclamation aloud. After the proclamation was read, Councilman Burgess made a motion to approve the proclamation as presented and Vice-Mayor Cheatham seconded it.

The motion was approved by a 7 – 0 vote.

Public Hearing - Southampton Memorial Hospital Health Clinic Lease

Mayor Rabil recognized Attorney Williams to present information concerning the Public Hearing. Attorney Williams read the Public Hearing announcement that was in the newspaper and then relayed the conditions that were included in the proposed lease of city property by the hospital for part-time use as a clinic.

The Public Hearing was opened at 7:24 p.m.

Ms. Kim Marks, CEO of Southampton Memorial Hospital, addressed Council of the need for medical care to be more convenient and accessible to members of the Franklin Community. She explained that the purpose of this space would be like that of a doctor's office and it would be open to the public. This lease would only be needed until the Hayden Center is opened.

Mr. John Skirven, CEO of Senior Services of Southeastern Virginia (SSSEVA), spoke in support of the addition of the medical services to help in the senior community and stated that this is a much needed service.

The public hearing was closed at 6:27 p.m.

Mayor Rabil asked Council if there were any questions or comments. After Council discussed the lease; it was the consensus of Council to table action on the lease until Attorney Williams hears back from the Community Hospital Services (CHS) concerning finalizing the language that should be in the lease. It is anticipated the lease will be finalized at the 11/13/17 Council meeting.

To confirm the consensus, Councilman Burgess made a motion to table action on the lease until the next regular meeting. Councilman Johnson seconded the motion.

The motion was approved by a 7 – 0 vote.

FINANCE

FY 2017 – 2018 City Budget Amendments

Mayor Rabil recognized Manager Martin to present the FY 2017 – 2018 City Budget Amendments. Manager Martin stated that in the agenda packet for Council consideration are three City Budget Amendments described as follows:

1) **Budget Amendment # 2018 – 05**

This amendment covers increased overtime expenditures associated with Police Department coverage of extracurricular sporting events (i.e. football games) at Armory Park. The School Division provides reimbursement to the City for these expenses estimated at \$6,000. Also included is formal appropriation of the funds previously reported and approved by Council for expenditure on E-911 Communication Center PSAP equipment. The cost is covered by a grant as indicated. The amendment also adjusts the budget projection downward from the approved amount to be realized from the recently approved farm lease at Pretlow with the reduction offset by unbudgeted revenue as noted. Lastly, the amendment appropriates recently approved grant funds for Litter control.

2) **Budget Amendments # 2018 – 06 & # 2018 – 07**

The first of these amendments cover adjustments to the first year (MY-1) CDBG grant budget as detailed in # 2018 – 06. The second amendment, detailed as # 2018 – 07 appropriates the second year (MY-2) of the CDBG grant project which primarily funds the infrastructure improvements to water & sewer utilities, stormwater facilities and streets as described in the grant application. All the adjustments have been reviewed and approved on behalf of the state by DHCD.

The recommended action is for City Council to adopt City Budget Amendments # 2018 – 05, #2018 – 06 & # 2018 – 07 as presented.

Mayor Rabil asked if there were any questions or comments concerning City Budget Amendment # 2018 – 05. Hearing none; Council Burgess made the motion to approve the amendment as presented and Vice-Mayor Cheatham seconded the motion.

The motion was approved by a 7 – 0 vote.

Mayor Rabil then asked if there were any questions or comments concerning City Budget Amendments # 2018 – 06 & # 2018 – 07. Hearing none Vice-Mayor Cheatham made the motion to approve the amendments as presented and Councilman Johnson seconded it.

The motion was approved with the vote as follows:

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

Dominion Transmission True-Up Report

Mayor Rabil recognized Manager Martin who relayed some very good news coming from a recently finalized Dominion Virginia Power Transmission True-up report resulting from a successful negotiation between VMEA and Dominion that benefits all VMEA members including the City of Franklin. Based upon the adjustment, the City has received a one-time credit of \$544,657.07 which is the City's share for the period covering January, 2016 to current.

This is welcome news and is significant in that for the first time in several years the City will be at or near compliance with the Council adopted cash balance policy minimums for the Electric Fund. This will be another positive factor on the City's financials when the City is evaluated by agencies and financial institutions in the future.

Just as encouraging going forward, the City's monthly energy costs will on average be reduced an estimated \$15,000. Of course, the actual credit/reduction in cost will rise and fall based upon actual electric usage.

Manager Martin recognized Power & Light Director Mark Bly who gave this simple explanation of what took place. Director Bly stated that VMEA has been negotiating with Dominion since 2015 on this issue. The negotiations resulted in the credit as well as a slightly lower transmission rate going forward which should reduce Franklin's wholesale power costs by \$15,000 to \$20,000 per month.

Mayor Rabil asked if there were any questions or comments concerning the report. After Council comments, Mayor Rabil thanked the Power & Light Department for all of their hard work.

OLD/NEW BUSINESS

GO Virginia Application Resolutions of Support

Regional Broadband Initiative # 2017 – 09

Mayor Rabil asked Manager Martin to present the GO Virginia Resolutions of Support. Manager Martin stated that there were two Resolutions of Support for the GO Virginia Grant Applications endorsed at the previous HRPDC meeting. Each jurisdiction has been asked to further express support by adopting proposed Resolutions in support of the regional broadband initiative and regional unmanned systems initiative. The Council was advised of the regional support for these proposals at the September 25, 2017

Council meeting. The applications are due to be completed and submitted by October 31, 2017. The action recommended to Council was to adopt Resolutions # 2017 – 09 and # 2017 – 10 as presented.

Mayor Rabil asked Councilman McLemore to read Resolution # 2017 – 09 to support endorsing the Regional Broadband Initiative and a GO Virginia Grant Application aloud.

Vice-Mayor Cheatham made the motion to adopt Resolution # 2017 – 09 as presented and Councilwoman Hilliard seconded the motion.

Mayor Rabil asked if there were any questions or comments concerning Resolution # 2017 – 09; hearing none Council voted.

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

Regional Unmanned Systems Initiative # 2017 – 10

Mayor Rabil asked Councilman Cutchins to read Resolution # 2017 – 10 to support endorsing the Regional Unmanned Systems Initiative and a GO Virginia Grant Application aloud.

Councilman Johnson made the motion to adopt Resolution # 2017 – 10 as presented and Vice-Mayor Cheatham seconded it.

Mayor Rabil asked if there were any questions or comments concerning Resolution # 2017 – 10.

Councilman Burgess asked if there was only one location in Yorktown.

Mayor Rabil answered that this lone site would be used for site testing and development. Manager Martin added that this site would be available for use by anyone in the region.

There being no further discussion; Council voted on Resolution # 2017 – 10.

The motion was approved by a 7 – 0 vote.

DFA Downtown Update – Dan Howe, Executive Director, DFA

Manager Martin advised Council that in keeping with your requests from the recent retreat to have updates from City departments and other entities that receive City funding, Executive Director Dan Howe with the Downtown Franklin Association (DFA) is here to give an update to the Council. Manager Martin stated that Director Howe had distributed folders to each Council member before the meeting.

Director Howe stated that it is a good time to be Downtown because there was a lot of positive energy going on in the Downtown area. He stated that several of the DFA board members were present in the meeting and he thanked them for coming. There are currently 15 board members, most of which are volunteers. The DFA operate under a four committee system which include: organization, promotion,

design and economic vitality. Our Main Street community is not only Virginia certified but we are also nationally accredited. The City of Franklin is one of three original members of the Main Street Virginia that was founded in 1985.

Director Howe stated that volunteers are very valuable to the DFA. He commented that if you were to put a price on the volunteer time it would equate to \$1.6 million dollars. Because of the volunteers, the DFA was awarded a certificate in 2015 for reaching a landmark in accumulated volunteer hours that equated to more than 1,000,000 hours in support of downtown revitalization. DFA is reaching milestones thanks to the volunteer efforts of the business community and other citizens who volunteer.

Director Howe talked about the importance of strategic planning as well as community involvement. He commented that they are evaluating activities that have been successful; as well as, looking to see what things have been tried that were unsuccessful. Director Howe shared images of businesses both old and new to show what there was in the City of Franklin and what we have now. He shared his enthusiasm and his vision. He asked Council to give him feedback on how Downtown is doing and input on how we can make it better.

After Council discussion, Mayor Rabil asked Director Howe to comment on the upcoming events happening in the Downtown area.

Director Howe commented on the Trick or Treat Downtown on Tuesday, October 31, 2017; Christmas Open House on Saturday, November 18, 2017 from 10 a.m. – 5:00 p.m.; Small Business Saturday, November 25, 2017, all day; the Elf Parade, Thursday, December 7, 2017 from 5:30 p.m. – 7:00 p.m.; and the Christmas parade, Friday, December 8, 2017 at 7:00 p.m.

CITY MANAGER'S REPORT

Charles Street Gym Repairs

Manager Martin began his report by informing Council of the cost overruns for the Franklin City Public Schools (FCPS) in regards to the Charles Street Gym. They have been quoted \$37,500 for the recently identified additional necessary roof repairs in which the schools will provide \$10,000 and are asking the City to commit to the remainder of \$27,500. This was discussed at the Franklin City School Board meeting on Thursday, October 18, 2017.

Manager Martin recommended that Council commit to the request of the additional funds to allow the building repairs so that the building will be able to be used before the winter. Manager Martin stated that once Council recommended action, staff would bring the appropriate budget amendment for action at a later date.

After some discussion among Council, Councilman Burgess made the motion to approve the appropriation of the requested \$27,500 to the FCPS for the additional repairs for the Charles Street Gym and Councilman McLemore seconded it.

Councilman Burgess asked for an itemization for the repairs to the Charles Street Gym that has been done when the project is complete.

The motion was approved by a 7 – 0.

Safety, Health & Wellness Committee

Manager Martin stated that thanks to the efforts of the Safety, Health & Wellness Committee and the Franklin Fire Department, the City has installed Automatic External Defibrillator's (AED) for all City of Franklin public buildings. The Fire Department has trained employees in each building in the proper use of the equipment.

Scam Alert

Manager Martin stated that the City had been notified by some citizens that they had received phone calls from an 800 prefix phone number, told that they were delinquent in their utility bills and that they had to pay by phone immediately to keep services from being interrupted.

Manager Martin informed everyone that the City of Franklin does not use 800 telephone numbers to contact citizens. He also stated that the City does not use third parties to collect on delinquent utilities. Manager Martin also advised that unless you are speaking directly with a representative of the City; you should never give any personal information over the phone to anyone. Manager Martin stated that this was released to the media as well but he did want to relay the information to everyone during this meeting.

Utility Billing Staff

Manager Martin commended the Utility Billing staff for their hard work. The utility bills were sent out on time. He reported that staff is not satisfied and that he would like to see the bills go out even earlier and staff is working to achieve that goal and become more efficient.

Work Session with Community Development

Manager Martin relayed to Council that Donald Goodwin, Director of Community Development had been out on leave due to a medical procedure. Due to this circumstance, the work session that Council has been awaiting has not been scheduled. Manager Martin stated that once Director Goodwin returns, a work session will be scheduled for an upcoming meeting. Manager Martin reported that the Council wanted feedback on derelict properties, additional tools and funding for demolition of derelict properties.

Mayor Rabil asked if anyone had any questions or comments for Manager Martin.

Councilman McLemore thanked Mr. Martin and the Public Works Department for their expedient response to a couple of issues in his ward that were causing concern and were remedied quickly because of safety reasons.

COUNCIL/STAFF REPORTS ON BOARDS & COMMISSIONS

Vice-Mayor Cheatham reported on the meeting with the Western Tidewater Regional Jail (WTRJ). He reported that the audit on the 2011 bonds was good and they have concluded the audit. Vice-Mayor

Cheatham also reported on a prisoner that was brought to the jail with a gash in her head and the police officer took her to the emergency room where she received six staples to close the wound. He also reported on the lease for the Magistrate's office that was renewed, still negotiating with a Mental Health provider and a possible tablet program that would allow inmates to face time with relatives who are unable to come to see them (there would be a fee on this if it is approved).

Councilman Johnson reported on the annual VML Conference that he attended on October 1st through the 3rd. He reported that the theme of the meeting was building healthy communities. He stated that the meeting was very informational.

Councilman Johnson also reported on the 20th Anniversary of the Western Tidewater Free Clinic and reiterated how they are a needed service in our area. He thanked them for all of their work.

Vice-Mayor Cheatham gave an overview of the HRTPO & HRPDC meetings. He provided a brief report on the existing projects and highlights of where they are on the high rise bridge expansion project.

Mayor Rabil reported on the success of the playground build and thanked all the volunteers for coming out and participating. He reported on the ribbon cutting ceremony for the new Med Express that opened on Armory Drive. He also reported on the opening of the new playground that took place on Sunday, October 8th at 1:00 p.m. It was a rainy afternoon but a few people did brave the weather and came out for the opening. Mayor Rabil also commented on the groundbreaking ceremony for the Hayden Village Center. He commented that it was well attended.

Vice-Mayor Cheatham reported on the Shared Service meeting and stated that the discussion was centered on the resolutions that were adopted earlier in the meeting. He commented that there is currently nothing new to report on the water/sewer study.

Councilman McLemore added further comments about the Southampton Memorial Health Clinic Lease and his feelings why they should be re-evaluated. He also read a statement concerning the Hayden Village Center project.

Closed Session

Councilman Burgess made the motion that the Franklin City Council met in Closed Session to discuss and consider appointments to boards and commissions pursuant to Virginia Code Section 2.2 – 3711 (A) (1). Vice-Mayor Cheatham seconded the motion.

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

The Council entered into closed session at 9:04 p.m.

Mayor Rabil reconvened the open session at 9:23 p.m. and asked for a motion certifying the closed session.

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

The motion was approved by a 7 – 0 vote.

Action # 1

Councilman Burgess made a motion to appoint to the Beautification Commission; Ray Moorings to fill an unexpired term which will end on December 31, 2018 and Trevelyn Linton to fill an unexpired term which will end on December 31, 2017. Councilman Johnson seconded the motion.

The motion was approved by a 7 – 0 vote.

Action # 2

Vice-Mayor Cheatham made a motion to reappoint Attorney Taylor Williams to serve on the Southeastern Public Service Authority (SPSA) Board as an alternate for a four year term beginning January 1, 2018 and ending on December 31, 2021. The motion was seconded by Councilwoman Hilliard.

The motion was approved by a 7 – 0.

Adjournment

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

The motion was approved by a 7 – 0 vote.

Mayor Rabil declared the meeting adjourned at 9:25 p.m.

These Minutes for October 23rd, 2017 City Council Meeting were adopted on the 13th day of November, 2017.

Mayor

Clerk to City Council

OLD/NEW BUSINESS

- A. Southampton Memorial Hospital Health Clinic Lease – Taylor Williams, City Attorney**
- B. City Manager's Report**



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

November 9, 2017

From: H. Taylor Williams, IV, City Attorney

To: Members of City Council

Re: Proposed Lease to Franklin Clinic Corporation

I previously submitted to the Council a simple lease I had prepared for the City and Franklin Clinic Corporation allowing the Clinic to utilize a room in the Martin Luther King, Jr., Center as an examination room on Wednesday's from 10 am until 2 pm. Franklin Clinic Corporation representatives asked to put the terms of the lease onto a form it uses for Part-Time Lease agreements. You have attached the agreement as adapted to the Corporation's form. I have reviewed the proposed form lease and I do not see any changes from the terms previously provided to you and agreed upon in the simple form approved at the last Council meeting. The rent agreed to was the sum of \$200 per month. The lease proposes the rent to be \$46.15 per week. When multiplied by 52 weeks the amount due comes to \$2,399.80. If you multiply 12 months by \$200 per month the amount due comes to \$2,400.00.

It is my recommendation that the proposed lease agreement on the Corporation's form be accepted and the Mayor be authorized to sign the lease and the tenancy may begin on December 1, 2017.

H. Taylor Williams, IV
City Attorney

Note: No handwritten or interlined changes will
override the printed text of this Lease

This Lease is not effective or binding unless
approved by all parties listed below.

PART-TIME LEASE

Date of this Lease:

December 1, 2017

Landlord Name and Address for Rent Payment Remittal

City of Franklin, Virginia, a municipal corporation
Attn: City Manager
207 West 2nd Avenue
Franklin, VA 23851

Tenant Name and Address

Franklin Clinic Corporation
100 Fairview Drive
Franklin, VA 23851

Building Name and Address

Martin Luther King, Jr. Center
683 Oak Street
Franklin, VA 23851

Name and Address of Affiliated Hospital

Southampton Memorial Hospital
100 Fairview Drive
Franklin, VA 23851

Tenant will utilize approximately 595 Square Feet in Suite Number N/A for an Initial Term of One Year, commencing December 1, 2017 (date of obligations hereunder), during the following predetermined days and hours:

Coverage Days and Hours

10:00 a.m. to 2:00 p.m.
on the following days:

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday
- weekly
- 1st week of month
- 2nd week of month
- 3rd week of month
- 4th week of month
- last week of month
- every other week

____ a.m. to ____ a.m.
on the following days:

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday
- weekly
- 1st week of month
- 2nd week of month
- 3rd week of month
- 4th week of month
- last week of month
- every other week

Facilities Rent and Services Charge: \$46.15 /half-day for a total of \$200.00 per month.

(Total monthly value of Facilities and Services include Rent, utilities, supplies, employees, etc., further defined in Exhibit B)

This Part Time Lease is a sublease pursuant to that certain Master Lease dated ____, by and between ____, as landlord, and Landlord, as tenant, and is subject and subordinate to the Master Lease in all respects. Notwithstanding any provision contained herein to the contrary, in the event that Landlord or Master Landlord elect not to renew or terminate the Master Lease, this sublease shall terminate conterminously with the expiration of the Master Lease. (If not checked, this paragraph is not applicable.)

Attached hereto and incorporated herein for all purposes are the following Exhibits, to which reference is made for the balance of the terms of this Lease:

Exhibit A - "Part-Time Lease Standard Terms and Conditions"

Exhibit B - "Equipment, Furnishings, Routine Supplies, Staffing, Scheduling, and Billing Services"

Exhibit C - "Floor Plan"

LANDLORD: <u>City of Franklin, Virginia, a municipal corporation</u>
By _____
Name: _____
Title: _____

TENANT: Franklin Clinic Corporation

By Kim W. Marks
Authorized Signatory

REVIEWED AND APPROVED:

By Adrianne
Real Estate, CHSPSC

EXHIBIT A
PART-TIME LEASE STANDARD TERMS AND CONDITIONS

In consideration of the mutual covenants and representations set forth in the Part-Time Lease (the "Lease") and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows. The capitalized terms used in this Exhibit A shall have the meanings assigned to such terms in the Face Sheet to the Part-Time Lease, unless another meaning is assigned to such terms in this Exhibit A.

1. **DEMISE.** Upon the terms and conditions hereinafter set forth, Landlord does hereby lease to Tenant, and Tenant does hereby lease from the Landlord, the Leased Premises for the Term of the Lease.

2. **RENT.** The Facilities and Services Charge ("Rent") shall be due and payable to Landlord in advance on the first day of each and every month during the term hereof at the address specified on the Face Sheet.

3. **LANDLORD'S OBLIGATION.**

A. **Utilities:**

Landlord, shall at Landlord's expense, furnish utilities to the Leased Premises, including electrical, water and sewer, heat, ventilation, air conditioning, and local telephone service.

B. **Maintenance**

Landlord shall maintain, repair and replace all interior and exterior features of the building including but not limited to the roof and all mechanical systems, including but not limited to air conditioning, heating, plumbing, wiring, and piping. Landlord shall, at Landlord's expense, furnish janitorial service, general refuse and medical waste removal.

C. **Insurance**

Landlord shall maintain fire and extended coverage insurance on the Building in an amount not less than the full replacement cost of the building.

D. **Taxes**

Landlord shall be responsible for payment of all real estate taxes assessed against the Building or property, as well as all applicable local, state and federal income taxes which are or may be payable by Landlord.

4. **TENANT'S OBLIGATIONS.** In addition to the said Rent to be paid, Tenant also agrees to pay directly during the Term, commencing on the Commencement Date, the following items of expense as the same become due and payable:

A. **Taxes.**

All ad valorem or other property taxes, personal and intangible taxes payable in connection with the use, occupancy or conduct of business on any part of the Leased Premises, including but not limited to personal property, business, privilege, license, excise, sales, use and occupation taxes (but excluding local, state and federal income taxes payable by Landlord). Tenant shall be responsible for all taxes which are assessed against its stock and inventory, tangible personal property or its business and/or business operations.

B. **Maintenance and Modifications.**

The following charges for maintaining and operating the Leased Premises in good repair and operating condition:

1) Tenant agrees to deliver to Landlord, upon the expiration date or upon earlier termination of this Agreement in accordance with the provisions hereof, physical possession of the Leased Premises in good condition, ordinary wear and tear excepted.

2) Tenant shall be responsible for all services costs and installations of all telephone or data services that are specific to Tenant and Tenant shall be responsible for the payment of long distance telephone and data services. General utility services will be provided by Landlord, as outlined in paragraph 4(A) above.

C. **Additional Services or Supplies.** Any services or supplies used by Tenant in addition to the services and supplies shown on the first page hereof shall be billed by Landlord at Landlord's actual cost thereof (except that for all non-routine supplies, Landlord may at its election charge an additional 10% stocking charge) and Tenant shall pay for such additional services or supplies monthly as billed by Landlord.

5. **IMPROVEMENTS.** Tenant shall not make any structural changes, alterations, additions or improvements to the Leased Premises without the prior written consent of Landlord. Landlord shall not be responsible for, either in the performance or payment, any improvements to the Leased Premises unless a "Landlord Work Letter" is attached to the Lease.

6. USE OF LEASED PREMISES / ASSIGNMENT / SUBLetting. Tenant shall use the Leased Premises for the purposes of the licensed practice of medicine and the medical treatment of Tenant's patients and business purposes ancillary thereto and for no other purpose. Tenant shall not, without the prior consent of Landlord, which consent may be withheld in Landlord's sole discretion, sublease, license or assign its interest under the Lease, except that Tenant shall have the right to assign the Lease to an affiliate of Tenant without the prior written consent of Landlord. Any consent shall not constitute a waiver of the necessity for consent of Landlord for subsequent assignments and subletting. Assignment or subletting without the prior consent of Landlord, including assignment by operation of the law, shall constitute an event of default. In no event, whether with or without consent of Landlord, shall an assignment or lease relieve Tenant of liability under the terms, conditions and provisions of this Lease.

7. INSURANCE. Tenant shall keep and maintain at all times during the Term the following insurance coverage on the Leased Premises: (a) comprehensive general liability insurance coverage on the Leased Premises in the sum of One Million Dollars (\$1,000,000) for any single claim and Three Million Dollars (\$3,000,000) for annual aggregate claims for bodily injury and death resulting therefrom, and (b) insurance coverage in the sum of One Hundred Thousand Dollars (\$100,000.00) per occurrence against liability for damage to property, arising out of the maintenance or use of the Leased Premises by the Tenant. Casualty insurance ensuring Tenant against loss or damage to its equipment and other personal property in the Leased Premises by fire and all other casualties usually covered under an "all risk" policy of casualty insurance. The policies described in this Section 8 shall name both Tenant and Landlord as additional insureds.

8. DAMAGE TO PROPERTY/INJURY TO PERSON. Tenant shall and hereby does indemnify and in the aggregate hold Landlord harmless from and against any and all claims to the extent they arise from (i) Tenant's use of the Leased Premises or the conduct of its business, (ii) any activity, work or thing done, permitted or suffered by the Tenant in or about the Leased Premises (iii) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of the Lease, or (iv) any act of negligence of Tenant or its agents or employees.

9. LAWS AND REGULATIONS; RULES OF THE BUILDING. Tenant at its sole cost and expense will comply with all laws, ordinances, orders, rules and regulations of any governmental authority having jurisdiction over the use, condition or occupancy of the Leased Premises.

10. EARLY TERMINATION.

A. DEATH OR DISABILITY OF A SOLE PRACTITIONER; OTHER VACATION OR ABANDONMENT. If Tenant is a sole practitioner and dies or becomes disabled (defined for purposes of the Lease as any physical or mental condition that prevents or is reasonably expected to prevent such physician from practicing medicine for more than ninety (90) days), then either party shall have the right to terminate the Lease prior to the expiration date by giving the other party not less than fifteen (15) days prior written notice. Except as expressly provided in the preceding sentence, any abandonment of the Premises by Tenant will be considered a material default under the Lease.

B. WITHOUT CAUSE. Tenant and Landlord shall each have the right to terminate this Lease without cause by delivering not less than thirty (30) days prior written notice to the other party. Tenant's right to terminate is conditioned upon satisfaction by Tenant of the following: (i) Tenant is not currently in default under the terms and conditions of this Lease, (ii) payment of all Rent and other amounts owed by Tenant up to and including the termination date under this Lease has been received by Landlord.

C. IF THIS LEASE IS TERMINATED DURING THE FIRST YEAR OF THE INITIAL TERM, THE PARTIES MAY NOT ENTER INTO ANOTHER AGREEMENT FOR THE SAME SPACE UNTIL THE EXPIRATION OF THE FIRST YEAR OF THE INITIAL TERM OF THIS LEASE.

11. DEFAULT. Tenant shall be in default of the terms of the Lease if Tenant shall fail to make a payment of any Rent or additional rent, and such rent or additional rent is not paid within ten (10) days of written notice by Landlord to Tenant of nonpayment of same, or in the event that Tenant shall otherwise commit an act of default under the terms hereof, and shall not cure such default within thirty (30) days of written notice by Landlord to Tenant of such default. In the event of default:

A. Landlord may continue the Lease in full force and effect and shall have the right to collect rent when due. During the period in which Tenant is in default, Landlord may re-enter the Leased Premises with legal process and relet same, or any part thereof to third parties for Tenant's account. Tenant shall be liable for all reasonable costs Landlord incurred for reletting the Leased Premises, including without limitation, broker's commissions, expenses associated with repairing and / or remodeling the Leased Premises in order to return the Leased Premises to the same condition as when received by Tenant from Landlord and similar costs. Landlord can relet for a period shorter or longer than the remaining term of the Lease. Tenant shall pay to Landlord the rent due under the Lease on the date such rent is due, less the rent Landlord receives from any reletting. Under this paragraph, Tenant's obligations shall not exceed the total rent due for the remainder of the Term.

B. Landlord may terminate the Lease pursuant to the terms of this Section 11. Upon termination, Landlord shall have the right to collect an amount equal to all expenses, if any, including reasonable attorneys' fees.

incurred by Landlord in recovering possession of the Leased Premises and all reasonable costs and charges for the care of the Leased Premises while occupied by Tenant.

- C. Should any of these remedies or any portion thereof not be permitted by the laws of the state where the Building is located, then such remedy or portion thereof shall be considered deleted and unenforceable, and the remaining remedies or portions thereof shall be and remain in full force and effect, and Landlord may avail itself of these as well as any other remedies or damages allowed by law.

12. **RIGHT OF ACCESS.** Landlord and its agents shall have reasonable access to the Leased Premises during all reasonable business hours for the purpose of examining same to ascertain if they are in good repair and to make reasonable repairs which Landlord may be required to make hereunder.

13. **END OF TERM.** At the termination of the Lease, Tenant shall surrender its interest in the Leased Premises to Landlord in as good condition and repair as reasonable use thereof will permit, ordinary wear and tear excepted and will leave the Leased Premises broom clean. Tenant shall have the right, prior to said termination, to remove any personal property in the Leased Premises owned by Tenant. In the event of holding over by Tenant after the expiration or termination of the Lease, Tenant shall pay rent at the then current rate for monthly rental installments as set forth in the Part-Time Lease, on a monthly basis and the Term of this Lease shall be automatically extended for successive periods of one (1) year each; provided that during any automatically extended period following the expiration of the Term of this Lease or any Renewal Term, Landlord and Tenant shall each have the right to terminate this Lease by delivering written notice to the other at least ninety (90) days prior to the desired expiration date.

14. **ATTORNEYS' FEES.** In the event that suit is brought by either party against the other for breach or default under the terms of the Lease, the prevailing party shall be entitled to reasonable attorneys' fees, expenses (including expert witness fees) and court costs equal to the sum established by the court.

15. **HEADINGS.** The article captions contained in the Lease are for the convenience of the parties only and shall not be considered in the construction or interpretation of any provision hereof.

16. **ENTIRE AGREEMENT.** The Lease contains the entire agreement between the parties and supersedes any and all prior oral and written agreements between the parties regarding the subject matter contained herein and may not be changed or terminated orally but only by agreement in writing and signed by all parties.

17. **DAMAGE OR DESTRUCTION.** If the Leased Premises are damaged by fire or other casualty, and rendered unusable, as determined by Landlord, the Lease shall automatically terminate as of the effective date of the casualty.

18. **EMINENT DOMAIN.** If the whole of the Leased Premises or so much thereof as to render the balance unusable by Tenant shall be taken under power of eminent domain, the Lease shall automatically terminate as of the effective date of the taking. In the event of a partial taking which does not result in a termination of the Lease, the rent reserved hereunder shall remain unaffected. Landlord may, without any obligation of liability to Tenant, stipulate with any with any condemning authority for a judgment of condemnation without the necessity of a formal suit or judgment of condemnation, and the date of taking under this clause shall be deemed the date agreed to under the terms of said agreement for stipulation and the Lease shall terminate as of the stipulated date.

a. **WAIVER.** No waiver by either party shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant, whether or not similar to the act so consented to or approved.

19. **NOTICES.** Any notice required or permitted to be given hereunder may be given by mail and shall be sufficiently given if personally served or sent by registered or certified mail or by special courier, addressed to the relevant party at the addresses specified in the Lease. For any notice given to Tenant, a copy shall be provided to the Tenant's counsel as follows:

Legal Department
4000 Meridian Blvd.
Franklin, TN 37067
Attn: General Counsel

20. **BINDING EFFECT.** The Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors and administrators. Nothing in this article shall be deemed to amend the provisions herein concerning assignment and subletting.

21. **APPLICABLE LAW.** The laws of the state where the Building is Located shall be employed in and govern the interpretation of all of the covenants, terms, and conditions of the Lease.

22. **NO PARTNERSHIP RELATIONSHIP.** Notwithstanding any agreement herein contained, Landlord shall not be construed or held to be a partner or associate of Tenant in the conduct of its business, it being expressly understood and agreed that the relationship between the parties is and at all times shall remain that of Landlord and Tenant.

23. NO REQUIREMENT TO REFER. The parties expressly agree that nothing contained in the Lease shall require Tenant to refer or admit any patients to, or order any goods or services from Landlord or any affiliate. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself in such manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 USC Section 1320a-7b). Both parties represent to the other that the rental amounts provided for in the Lease are at fair market value rates and do not take into account the value or volume of any referrals or other business generated between the parties.

24. QUIET ENJOYMENT. Landlord warrants and shall defend Tenant in the quiet enjoyment and possession of the Leased Premises during the Term any extension or renewal thereof.

25. SUBLEASE. In the event the Lease is a sublease to an underlying lease agreement, as described in the Lease, then with respect to the Leased Premises, except for the Term of the Lease and the Rental Rate/Installment, Tenant shall perform all of the obligations of tenant/lessee under the underlying lease agreement.

26. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE.

- A. Tenant agrees that the Lease and all rights of Tenant hereunder are and shall be subject and subordinate to any ground or underlying lease which may now or hereafter be in effect regarding the Building, Leased Premises, or any component thereof, and/or to any mortgage now or hereafter encumbering the Leased Premises or the Building or any component thereof, to all advances made or hereafter to be made upon the security of such mortgage, to all amendments, modifications, renewals, consolidations, extensions and restatements of such mortgage, and to any replacements ad substitutions for such mortgage. The terms of this provision shall be self-operative and no further instrument of subordination shall be required. Tenant, upon request of any party in interest, shall execute promptly such instrument or certificates as may be reasonable required to carry out the intent of this provision.
- B. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, or in the event of a deed in lieu of foreclosure with respect to any mortgage covering the Leased Premises or the Building, or in the event of termination of any Lease under which Landlord may hold title, Tenant shall, at the option of transferee, attorn to such transferee and shall recognize and be bound and obligated hereunder to such person as the Landlord under the Lease. Tenant agrees to execute any attornment agreement not in conflict with this provision.

27. RULES AND REGULATIONS. Tenant shall faithfully observe and comply strictly with the following rules and regulations, adopted for the safety, care and cleanliness of the Building or the preservation of good order therein. Landlord shall not be liable to Tenant for a violation of such rules and regulations, or for the breach of any covenant or condition in a lease by any other tenant in the Building. Landlord may, from time to time and upon notice to Tenant, adopt additional or substitute rules and regulations of the Building.

- A. Conduct. Tenant shall not conduct its practice or business, or advertise such business, profession or activities of Tenant conducted in the Premises in any manner which violates local, state or federal laws or regulations.
- B. Hallways and Stairways. Tenant shall not obstruct or use for storage, or for any purpose other than ingress, the sidewalks, entrance, passages, courts, corridors, vestibules, halls, elevators and stairways of the Building.
- C. Nuisances. Tenant shall not make or permit any noise, odor or act that is to emanate from the Premises, and shall not create or maintain a nuisance thereon.
- D. Musical Instruments, Etc. Tenant shall not install or operate any phonograph, musical instrument, radio receiver or similar device in the Building in such manner as to disturb or annoy other tenants of the Building or the neighborhood where the Building is located. Tenant shall not install any antennae, aerial wires or other equipment outside the Building without the prior written approval of Landlord.
- E. Locks. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or mechanism thereof. Tenant must upon the termination of its tenancy restore to Landlord all keys to the Premises and toilet rooms either furnished to or otherwise produced by Tenant, and in the event of loss of any keys so furnished; Tenant shall pay to Lessor the cost thereof.
- F. Obstructing Light, Damage. The doors, window glass, lights and skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. The toilets and urinals shall not be used for any purpose other than those for which they were intended and constructed, and no rubbish, newspapers or other substance of any kind shall be thrown into them. Waste and excessive or unusual use of water shall not be allowed. Tenant shall not mark drive nails, screw or drill into, paint, nor in any way deface the walls. Ceilings, partitions, floors, wood, stone or iron work. The expense of any breakage, stoppage or damage resulting from a violation of this rule by Tenant shall be borne by Tenant. Tenant shall

be permitted to hang pictures on office walls, but it must be done in a workmanlike manner and in such a way as not to damage or deface such walls.

- G. Wiring. Electrical wiring of every kind shall be introduced and connected only as directed by Landlord, and no boring or cutting of wires will be allowed. The location of the telephone, call boxes, etc., shall be subject to the approval of Landlord.
- H. Requirements of Tenant. The requirements of Tenant will be attended to only upon application at the office of Landlord. Employees shall not perform any work nor do anything outside their regular duties unless under special instructions from Landlord. No employees shall admit any person, Tenant or otherwise, to any other office without instruction from the office of Landlord. All janitorial services personnel, guards or any outside contractors employed by Tenant shall be subject to the regulations and control of Landlord, but shall not act as an agent or servant of Landlord.
- I. Medical and Hazardous Wastes. Tenant shall comply with all policies established from time to time by Landlord regarding the storage and disposal of hazardous substances, wastes and materials, and medical, special or infectious wastes.
- J. Access to Building. Any person entering or leaving the Building may be questioned by Building security regarding his/her business in the Building and may be required to sign in and out. Anyone who fails to provide a satisfactory reason for being in the Building may be excluded.
- K. Vehicles, Animals, Refuse. Tenant shall not allow anything to be placed on the outside window ledges of the Leased Premises or to be thrown out of the windows of the Building. No bicycle or other vehicle, and or animal, except for service animal, shall be brought into the offices, halls, corridors, elevators or any other parts of the Building by Tenant or the agents, employees or invitees of Tenant, and Tenant shall not place or permit to be placed any obstruction or refuse in any public part of the Building.
- L. Equipment Defects. Tenant shall give Landlord prompt notice of any accidents to or defects in the water pipes, gas pipes, electric lights and fixtures, heating apparatus, or any other service equipment.
- M. Parking. Unless otherwise specified by Landlord, Tenant and its employees may park automobiles only in spaces designed by Landlord for such purpose and shall in no event park in spaces reserved for public parking. Tenant agrees that Landlord assumes no responsibility of any kind whatsoever in reference to such automobile parking area or the use thereof by Tenant or its agents or employees.
- N. Conservation and Security. Tenant will see that all windows and doors are securely locked, and that all faucets and electric light switches are turned off before leaving the Building.
- O. Signage. Tenant shall not place any sign upon the Leased Premises or the Building without the Landlord's prior written consent.

28. APPROVALS. Neither this Lease nor any amendment or modification hereto shall be effective or legally binding upon Tenant, or any officer, director, employee or agent thereof, unless and until it has been reviewed and approved electronically (or in writing) by a Division President and the Real Estate Department of Community Health Systems Professional Services Corporation, Tenant's Management Company.

EXHIBIT B

SERVICES, EQUIPMENT, FURNISHINGS, ROUTINE SUPPLIES, STAFFING, SCHEDULING, BILLING SERVICES, SPECIAL PROVISIONS

Services included in Rent:

Utilities Janitorial Waste Removal Local telephone service Data service

Equipment included in Rent:

Fax/Copier Telephones Computer/Monitor/Printer
 Other office equipment: _____
 Medical Equipment: _____

Furnishings included in Rent:

Chairs Tables Lamps / Lighting Exam Tables Stools
 Trash cans Desks Wall Hangings Plants
 Other Furnishings: _____

Office Supplies included in Rent:

Copy and Computer supplies (paper, pens, toner, ink cartridges, staplers, staples, paper clips)
 Other office supplies: _____

Medical Supplies included in Rent:

Soap cleaning supplies toilet paper table tissue exam gloves
 Linens light bulbs KY jelly hand towels
 Other supplies: _____

The following staff will be provided to Tenant for no additional cost, up to the hours set forth below (check all that apply):

Receptionist, maximum _____ hours/week
 Scheduling nurse, maximum _____ hours/week
 Registered nurse, maximum _____ hours/week
 Physician Assistant, maximum _____ hours/week
 Clerical personnel, maximum _____ hours/week
 _____, maximum _____ hours/week

Please describe Billing Services with particularity:

Tenant is solely responsible for the billing and collection of all services rendered by Tenant during its use of the Premises.

Options or Special Provisions:

- A.) Although there are no bathroom facilities located in this room, City will allow access to the bathrooms located within the King Center for Clinic staff and patients.
- B.) City will allow Clinic to store equipment necessary for seeing patients in the room on days when no one is scheduled to be present to see patients.
- C.) City will allow patients waiting to see the medical staff to sit in available chairs in the hall outside the room.

REVIEWED AND APPROVED:

By Alitchell
Real Estate CHSPSC

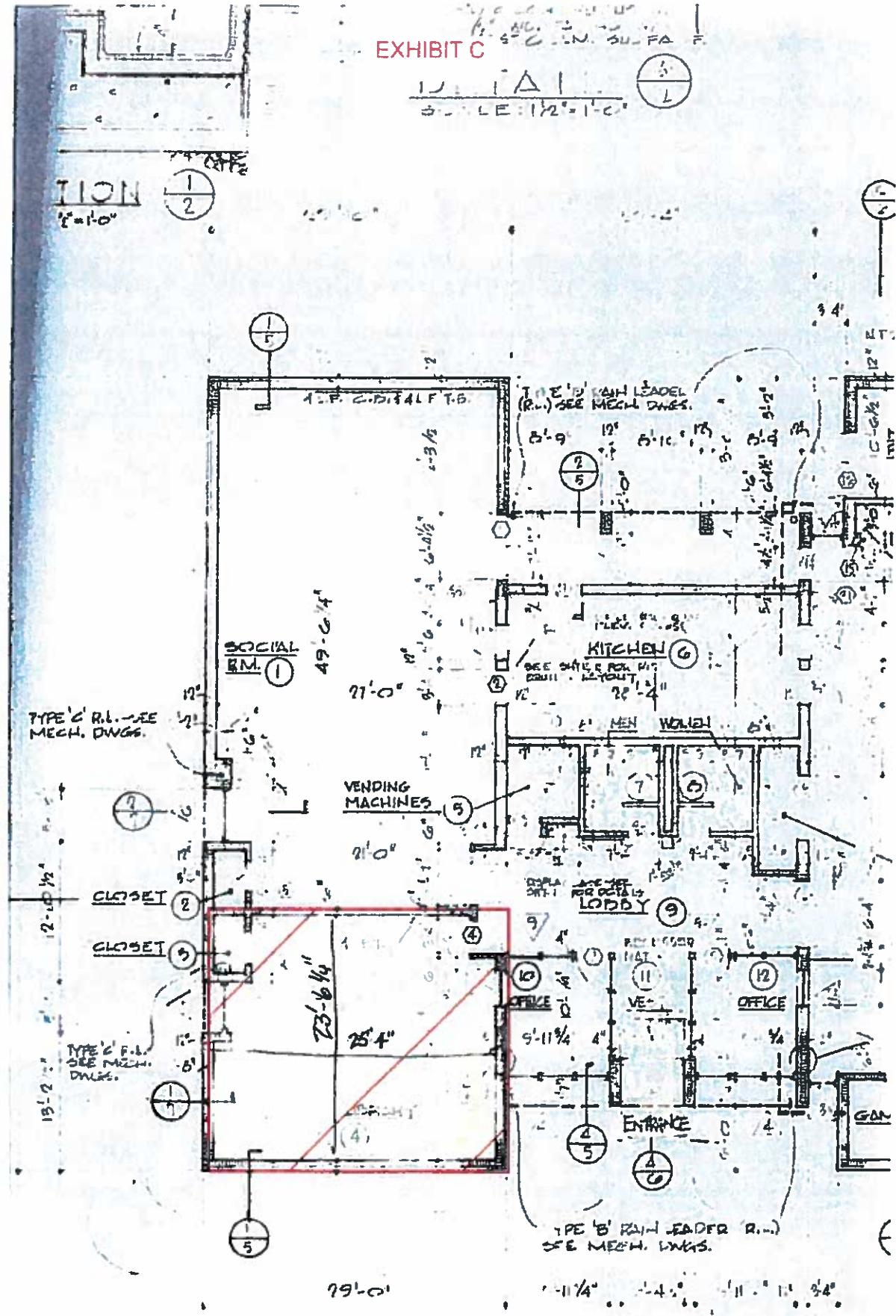
EXHIBIT C
FLOOR PLAN

[ATTACHED ON THE FOLLOWING PAGE]

PARKING LOT

EXHIBIT C

$$\frac{1}{\theta} = \frac{1}{\Delta}$$



ExxonMobil Building - Oak Street



November 9, 2017

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

The following are items I will report on at Monday's Council meeting:

- 1) I have contacted the School Division for an update on the status of the Charles Street Gym repairs considered at the last Council meeting. I expect to receive an update prior to Monday's meeting to share with Council.
- 2) I have contacted Ms. Cheryl Vincent who spoke at Citizens' Time to respond to her questions concerning electrical service and applicable city policies and a dilapidated property. She was very appreciative for the contact.
- 3) I would like to publicly acknowledge the efforts of Mr. Ricky Sykes to assist local law enforcement agencies in their efforts to locate a missing senior citizen recently. I talked to Mr. Sykes and he advised me that he is not seeking recognition for his actions to locate the missing senior citizen, but he did not mind being recognized if it would help encourage other citizens to do their part in civic responsibility. We would encourage other citizens to do likewise.
- 4) In an effort to better inform Council, I will be providing a written update to Council on several topics/items discussed at the September Retreat. My goal is to provide the update on a regular basis with this initial report by the next Council meeting. I request feedback from members of Council on the information and the format as well.
- 5) I will remind citizens of the real estate assessment currently underway. There have been a couple of instances of citizens confronting the assessor staff in the field.
- 6) The City's independent auditors are on site doing final field work on the FY 2016 – 2017 audit. They are expected to complete their field work next week.

COUNCIL/STAFF REPORTS ON BOARDS & COMMISSIONS