



Franklin County
A Natural Setting for Opportunity

AGENDA
FRANKLIN COUNTY BOARD OF SUPERVISORS
TUESDAY, APRIL 19, 2016

10:00 A.M. School Tour of the Johnny Smith Complex/Career & Technical Center

- 1:30 P.M. Call To Order, Chairman
- 1:31 Invocation, Supervisor Charles Wagner
- 1:32 Pledge of Allegiance, Supervisor Tim Tatum
- 1:33 Resolution of Recognition/Mr. A. J. Reeves
- 1:35 Public Comment
- Darlene Hines _ Assessment Value of Property
- 1:38 **CONSENT AGENDA (REQUIRES ACTION)**
- REF: 1. Approval of Accounts Payable Listing, Appropriations, and Minutes for March 15, & 22, 2016
2. Request to Advertise for Public Hearing Chapter 20:41 Amendments **(See Attachment #1)**
3. GBS/CIDP Awareness Month **(See Attachment #2)**
4. SML Shoreline Bid Award **(See Attachment #12)**
5. Request to hold VDOT Secondary 6-Yr. Road Plan Public Hearing **(See Attachment #10)**
6. Antique Farm Days Proclamation **(See Attachment #14)**
7. Telecommunication Week **(See Attachment #5)**
8. Approval for the Boones Mill - MOU **(See Attachment #15)**
9. 2016 Municipal Clerk's Week **(See Attachment #18)**
10. Request to Hold Public Hearing for Proposed Amendment to County Code Section 3: Dance Halls **(See Attachment #3)**
11. Volunteer Fire & EMS Day Resolution **(See Attachment #6)**
12. Prillaman & Cahas Mountain Communication Sites Lease Agreement **(See Attachment #7)**
13. Request to Hold Public Hearing - Chapter 8/Background Checks **(See Attachment #8)**

14. Community Parks Grants **(See Attachment #13)**
15. Fire & EMS Study **(See Attachment #11)**
16. Tourism Micro Grant Changes Advertising **(See Attachment #16)**

1:45 Vincent Copenhaver, Director of Finance
REF: 1. Monthly Finance Report

1:50 Mike Burnette, Executive Director, Economic Development
REF: 1. New Business Park Return on Investment Study Results
(See Attachment #17)

2:30 Brent Robertson, County Administrator
REF: 1.
2. Other Matters

2:35 Other Matters by Supervisors

APPOINTMENTS: (See Attachment #4)

2:50 **WORKSESSION**
REF: 1. Update on Planning Projects
2. Proposed FY'16-17 Budget Update

4:00 Request for Closed Meeting in Accordance with 2.2-3711, a-1, Personnel, a-3, Acquisition of Land, of the Code of Virginia, as Amended.

Certification of Closed Meeting in Accordance with 2.2-3712 (d), of the Code of Virginia, as Amended.

Recess for Dinner

6:00 Call To Order, Chairman Brubaker

6:01 Recess for Previously Advertised Public Hearing as Follows:

***PUBLIC HEARING FOR FY'16-17 COUNTY/SCHOOL BUDGET
(See Attachment #9)***

***Recess Thereafter Until Tuesday, April 26, 2016 @ 6:00 P.M.
FY'16-17 COUNTY BUDGET ADOPTION***

RISE & SHINE GUEST FOR APRIL IS BRENT

ORDINANCE

CHAPTER 20:41

DIVISION 3. - ORDINANCE SETTING DATES FOR APPLICATION TO THE BOARD OF EQUALIZATION FOR RELIEF AND FOR DISPOSITIONS OF ALL APPLICATIONS FOR RELIEF BY THE BOARD OF EQUALIZATION

Sec. 20-41. - Applications.

It is hereby ordained, as follows:

(1)

All applications to the board of equalization by property owners or lessees seeking relief from assessments must be made by 5:00 p.m., ~~Wednesday, February 29, 2012~~ **Friday, May 20, 2016.**

(2)

All applications for relief filed shall be finally disposed of by the board of equalization by 5:00 p.m., ~~Friday, April 27, 2012~~ **Thursday, May 26, 2016.**

(Ord. of 2-17-04; Res. No. 10-03-2012, 3-20-12)

PUBLIC NOTICE

The Franklin County Board of Supervisors will hold a public hearing at approximately 6:00 P.M., on Tuesday, May 17, 2016, at the Franklin County Government Center, 1255 Franklin Street, Suite 104, Rocky Mount, Virginia to consider the proposed amendment to (Chapter 20: Article II, Division; Section 20-41), with the result that all applications for relief filed to the Board of Equalization shall be finally disposed of by the Board of Equalization by 5:00 P.M., Thursday, May 26, 2016. A complete copy of the proposed amendment to said ordinance is available in the Office of the Clerk to the Board of Supervisors, 1255 Franklin Street, Suite 111, Rocky Mount, Virginia 24151.

All requests for reasonable accommodations due to a disability should be made to Sharon K. Tudor with at least a 48 hour notice.

All interested parties are encouraged to attend.

SHARON K. TUDOR, MMC
CLERK

FRANKLIN NEWS POST:

PLEASE PUBLISH IN YOUR FRIDAY, MAY 6 & 13, 2016 EDITIONS.

Extension date/cor



Franklin County
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GBS/CIDP AWARENESS MONTH

WHEREAS, The GBS/CIDP Foundation International, a non-profit 501(c)(3) organization, was founded by Estelle and Robert Benson in 1980; The Foundation is committed to continuing to provide the experience of care and support so indicative of the original Foundation;

WHEREAS, Guillain-Barré (Ghee-yan Bah-ray) Syndrome is an inflammatory disorder of the peripheral nerves outside the brain and spinal cord. It's also called: Acute Inflammatory Demyelinating Polyneuropathy or Landry's Ascending Paralysis;

WHEREAS, Chronic Inflammatory Demyelinating Polyneuropathy (CIDP) is a rare disorder of the peripheral nerves characterized by symmetrical weakness in the arms and legs that progressively worsens for longer than two months. It is often but not always associated with impaired sensation, absent or diminished tendon reflexes, an elevated cerebrospinal fluid protein level, and changes in nerve-conduction. CIDP can occur at any age, with peak prevalence in the sixth and seventh decade, and is twice as common in men as in women. CIDP is believed to be under diagnosed and undertreated. Therefore, its prevalence is difficult to determine, with some estimates ranging up to 8.9 per 100,000 adults. If left untreated, approximately 30 percent of CIDP patients will progress to wheelchair dependence. Early recognition and treatment can help prevent disability and improve recovery.

NOW, THEREFORE, WE THE Franklin County Board of Supervisors, do hereby proclaim the month of May, as

GBS/CIDP MONTH

Given under our hands and the Seal of Franklin County this 19th day of April, 2016.

*Sharon K. Tudor, MMC
Clerk
Franklin County Board of Supervisors*

FRANKLIN COUNTY
Board of Supervisors

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Franklin County

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EXECUTIVE SUMMARY

AGENDA TITLE: Proposed Amendments to County Code Section 3:Public Dance Halls	AGENDA DATE April 19, 2016	ITEM NUMBER:
SUBJECT/PROPOSAL/REQUEST: Amend Chapter 3 Public Dance Halls of the County Code	ACTION:	
STRATEGIC PLAN FOCUS AREA: Infrastructure	CONSENT AGENDA: YES	
GOAL #4	INFORMATION:	
STAFF CONTACT(S): Messrs. Robinson, Jefferson & Mrs. Tudor	ATTACHMENTS: YES. Proposed amendments to Chapter 3 County Code & Revamped Application for Public Dance Halls	
	REVIEWED BY: PR	

BACKGROUND:

During the Board meeting held on Tuesday, March 15, 2016, the Board directed staff to review County Code Chapter 3: Public Dance Halls adopted December 1977. While staff consisting, of the (*Commissioner of Revenue, Treasurer, Sheriff's Department, VDOT, Building Inspection's Official, Planning & Community Development, Public Safety and Board Clerk*) have met, discussed and offered comments from the eyes of each department's as to the role in this process.

DISCUSSION

In reviewing surrounding county codes there are varying degrees of amendments and penalties as several of the counties have utilized. Attached you will see a complete overhaul on Chapter 3 to align verbiage with the State Code of the Commonwealth of Virginia and the applicant's application for the Board's review.

Staff has shared and discussed with B. J. Jefferson, County Attorney, the proposed amendments to Chapter 3 and Mr. Jefferson states the amendments are ready for public hearing.

Staff brings the attached proposed amendments to Chapter 3: Public Dance Halls and application to the Board of Supervisors during their April 19, 2016 meeting requesting the Board to grant approval for staff to authorize for advertising for a public hearing on the proposed amendments to Chapter 3 of the Franklin County Code (see attached).

RECOMMENDATION:

Staff respectfully request Board authorization to advertise the proposed amendments to Chapter 3: Public Dance Halls as submitted for public hearing on **Tuesday, May 17, 2016 @ 6:00 P.M.**

ARTICLE II. - PUBLIC DANCE HALLS

FOOTNOTE(S):

--- (2) ---

State Law reference— Authority of county to regulate public dance halls, Code of Virginia, § ~~18.2-433~~15.2-912.3.

DIVISION 1. - GENERALLY

Sec. 3-16. - Defined.

For the purposes of this article, the following words, terms, and phrases shall have the meanings ascribed to them in this section, except where context indicates a different meaning:

County Administrator means the County Administrator, or another County employee or officer as the County Administrator may designate.

Manager means any person charged with conducting the business affairs or daily operations of a public dance hall.

Permit holder means the person(s) who hold(s) a permit issued pursuant to this article.

Person means any individual, group of individuals, corporation, partnership, association or other entity formed for the purpose of conducting business, or any combination thereof, unless context indicates that a natural person is the intended meaning.

Public dance hall means any place not owned by the county open to the general public where dancing by the general public is permitted; however, a restaurant located in the county licensed under Code of Virginia, § 4.1-210 to serve food and beverages having a dance floor with an area not exceeding ten percent of the total floor area of the establishment shall not be considered a public dance hall.

~~For the purposes of this article the term "public dance hall" includes any dance hall or other place where there is dancing and which is open to members of the public upon the payment of an admission fee or any other form of compensation to the operator.~~

(Ord. of 12-19-77 Code of Virginia, § 15.2-912.3)

Sec. 3-17. - Violations of article generally.

Unless otherwise specifically provided, a violation of any provision of this article shall constitute a Class 3 misdemeanor.

(Ord. of 12-19-77)

Cross reference— Penalty for Class 3 misdemeanor, § 1-11.

Sec. 3-18. - Exemptions ~~from article.~~

This article shall not apply to any single dance:

(1) Held for benevolent or charitable purposes; or

(2) Conducted under the auspices of a governmental, religious, educational, civic or military organization.

~~This article shall not apply to dances held for benevolent or charitable purposes or conducted under the auspices of religious, educational, civic or military organizations.~~

(Ord. of 12-19-77:[Code 2016](#))

State Law reference— Authority for above exemptions, Code of Virginia, § [158.2-912.3433](#).

Sec. 3-19. - Security requirements.

Whenever the number of patrons in a public dance hall is less than 50, then the public dance hall shall have at least one security worker. Whenever the number of patrons in a public dance hall is at least 100, then the public dance hall shall have at least three security personnel, no less than one of whom shall be a law-enforcement officer patrolling the establishment. For every 200 patrons, the public dance hall shall have at least four security personnel, no less than two of whom shall be law-enforcement officers dedicated to maintaining order in and around the public dance hall. For purposes of this section, the term "law-enforcement officer" has the meaning ascribed to that term by Code of Virginia, § 9.1-101. All other security personnel shall be "unarmed security officers" or "armed security officers" as defined by Code of Virginia, § 9.1-138 validly registered with the State Department of Criminal Justice Services as required by Code of Virginia, § 9.1-139. The permit holder for the public dance hall shall be responsible for all costs associated with fulfilling the security requirements of this section. The permit holder for the public dance hall shall be responsible for ensuring full compliance with this section.

(Code 2016)

Sec. 3-20. - Right of entry of police; enforcement.

Sheriff's Office personnel may enter any public dance hall for which a permit has been granted under this article during all hours of operation.

(Code 2016)

Sec. 3-21. - Entry prohibited to certain persons.

(a) No person under the age of 18 years shall remain on the public dance hall premises after 9:00 p.m. unless lawfully employed therein or unless accompanied by a parent or legal guardian.

(b) The manager of any public dance hall shall conduct, or cause to be conducted, a positive identification and age check of each person seeking admittance to ensure compliance with this section.

(c) It shall be unlawful for any person to falsely represent his or her age in order to gain admittance to a public dance hall or for any person to aid, abet or assist in making such false representation.

(Code 2016)

Sec. 3-22. - Manager to be present during operation; events with promoters.

(a) Each permit holder, except an individual who is a permit holder and on the premises, shall have a designated manager, as defined in Section 3-16, present and in actual charge of the business being conducted under the permit at any time the public dance hall is in operation. The name of the designated manager of every public dance hall shall be kept posted in a conspicuous place in the public dance hall, legible in print and size, during the time such manager is in charge. Designated managers must be at least 21 years of age and have passed a criminal background check to show that he or she has not been convicted of:

(1) Any violent felony involving a crime against a person;

(2) Any other felony within five years preceding the date of the event;

(3) Any misdemeanor involving contributing to the delinquency of a minor within five years preceding the date of the event;

(4) Any other criminal offense against a juvenile; or

(5) Any crime within five years preceding the date of the event involving:

a. The possession, sale or distribution of, attempted possession, sale or distribution of, or conspiracy to possess, sell or distribute a controlled substance, alcohol or firearms; or

b. The sale or distribution of, attempted sale or distribution of, or conspiracy to sell or distribute marijuana.

(b) No permit holder shall allow a promoter to sponsor any event within a public dance hall unless all persons with a controlling interest in that promoter have completed a criminal background check through the County Administrator within the three months preceding the date of such event and the criminal background check has shown that no such person has been convicted of:

(1) Any violent felony involving a crime against a person;

(2) Any other felony within five years preceding the date of the event;

(3) Any misdemeanor involving contributing to the delinquency of a minor within five years preceding the date of the event;

(4) Any other criminal offense against a juvenile; or

(5) Any crime within five years preceding the date of the event involving:

a. The possession, sale or distribution of, attempted possession, sale or distribution of, or conspiracy to possess, sell or distribute a controlled substance, alcohol or firearms; or

b. The sale or distribution of, attempted sale or distribution of, or conspiracy to sell or distribute marijuana.

(c) The permit holder shall ensure that the promoter possesses a business license issued by the county, and the permit holder shall produce on demand by any county officer or employee a copy of such business license.

(Code 2016)

Sec. 3-1923. - Required permit; application and fee. ~~Permit.~~

(a) It shall be unlawful for any person to own, operate or maintain a public dance hall within the county, unless he has a permit so to do, approved by the Board of Supervisors pursuant to this section. Upon receipt of an approved dance hall permit from the Board of Supervisors, it shall be displayed next to the existing ABC License and Certificate of Occupancy within the establishment.

(b) Application for a permit under this article shall be made in writing on forms provided for this purpose and filed with the County Administrator. Applicants shall provide the following:

(1) The name, street address and telephone number of the proposed public dance hall.

(2) The name, residential address, telephone number, date of birth, gender, race, hair and eye color, height and weight of the individual applicant or the individual applying on behalf of an entity.

(3) The name, address and telephone number of each individual who is an officer, director, partner, principal or manager of the proposed public dance hall, as well as any promoter involved in conducting dances at the proposed public dance hall.

(4) Whether the applicant or any of the persons listed in subsection (b)(3) of this section has been convicted of any felony or misdemeanor and, if so, the nature of the offense, when and where convicted and the penalty or punishment assessed.

(5) Whether the applicant or any of the persons listed in subsection (b)(3) of this section has had a public dance hall permit denied or revoked by any jurisdiction and, if so, when and where the denial or revocation occurred.

(6) The name, residential address and telephone number of two references who are neither minors nor relatives of the applicant or of any person listed in subsection (b)(3) of this section.

(7) If the applicant does not own the premises of the proposed public dance hall, a signed statement from the owner(s) authorizing use of the premises for a public dance hall.

(8) Written declaration, dated and signed by the applicant, certifying that the information contained in the application is true and correct and authorizing the County Administrator to commence a criminal background and reference check.

(c) Each such application for a permit shall be accompanied by a fee in the amount of \$600.00.

(d) In addition to submitting the information required by subsection (b) of this section, applicants shall make the premises of the proposed public dance hall available for inspection pursuant to this article by representatives of the Sheriff's Office, Department of Public Safety, the Building Inspections Office, and the Department of Planning & Community Development.

~~It shall be unlawful for any person to own, operate or maintain a public dance hall within the county, unless he has a permit so to do issued pursuant to this section.~~

~~(b) Application for a permit required by this section shall be filed with the county administrator, who shall, within thirty (30) days thereafter, conduct such investigation as he deems necessary and report the results thereof to the board of supervisors.~~

~~(c) Upon receipt of the report referred to in subsection (b) above, the board of supervisors shall either approve or disapprove the permit application. If the application is approved by the board, the county administrator shall issue a signed permit to the applicant. If the application is disapproved by the board, the permit shall be denied.~~

~~(d) Upon receipt of approved county dance hall license from the board of supervisors, it shall be displayed next to the existing ABC License within the establishment.~~

(Ord. of 12-19-77; Res. No. 24-12-91, 12-17-91; Code 2016)

State Law reference— Authority of county to require dance hall permit, Code of Virginia, § 18.2-433.

Sec. 3-24. - Issuance or denial of permit.

(a) Within 45 days of the application filing, the Board of Supervisors shall approve a permit or provide a written decision of denial to the applicant.

(b) Upon receipt of a completed application, the County Administrator shall provide the application to the Sheriff, the Department of Public Safety Director, the Building Official for the Building Inspections Office, and the Director of Planning and Community Development, Va. Department of Highways and Transportation (VDOT), Treasurer and Commissioner of Revenue for their review. Within 21 days of receipt:

(1) The Sheriff and VDOT shall inform the County Administrator in writing whether the structure in which the proposed dance hall is located meets all security and traffic concerns;

(2) The Department of Public Safety Director shall inform the County Administrator in writing whether the structure in which the proposed dance hall is located meets all the provisions in the

county's fire prevention code, including the Virginia Statewide Fire Prevention Code, and whether the parking facilities impede the approach of fire apparatus;

(3) The Building Official shall inform the County Administrator in writing whether the structure in which the proposed dance hall is located meets all the applicable provisions in the Virginia Uniform Statewide Building Code; and

(4) The Director of Planning and Community Development shall inform the County Administrator in writing whether the proposed property use and vehicular parking provided on premises meets zoning requirements for the proposed dance hall.

(5) VDOT shall inform the County Administrator in writing whether a commercial entrance is required.

(6) Treasurer shall inform the County Administrator in writing that the real estate and personal property taxes are not delinquent.

(7) Commissioner of Revenue shall inform the County Administrator in writing that the meals tax is paid to date.

(c) The County Administrator shall recommend that the Board of Supervisors approve a permit if:

(1) The Sheriff has determined that the structure in which the proposed dance hall is located meets all security and traffic concerns;

(2) The Department of Public Safety Director has determined that the structure in which the proposed dance hall is located meets all the provisions in the county's fire prevention code, including the Virginia Statewide Fire Prevention Code, and the parking facilities do not impede the approach of fire apparatus;

(3) The Building Official has determined that the structure in which the proposed dance hall is located meets all applicable provisions in the Virginia Uniform Statewide Building Code;

(4) The Director of Planning and Community Development has determined that all property use and vehicular parking meets zoning requirements for the proposed dance hall.

(5) VDOT has determined a commercial entrance is not required.

(6) Treasurer has determined the real estate and personal property taxes are not delinquent.

(7) Commissioner of Revenue has determined the meals tax is paid to date.

(d) The County Administrator may recommend attaching conditions to a permit that are reasonably related to the preservation of domestic tranquility.

(Code 1995, § 4-64; Ord. No. 1093, § 3, 3-13-2007; Code 2016)

Sec. 3-2~~50~~. - To be closed during certain hours.

It shall be unlawful for the owner, manager or other person in control of any public dance hall to permit such establishment to remain open for business or to allow dancing therein between 1:00 a.m. and 7:00 a.m. on ~~any day and further, Monday through Saturday.~~ Dancing shall only be allowed between the hours of 1:00 p.m. and 11:00 p.m. on Sunday.

(Code 1974, § 13-9; Ord. of 12-19-77; Amend. of 1-21-03(1); Code 2016)

Sec. 3-26. - Revocation of permit or license.

The Board of Supervisors may revoke any permit issued pursuant to this article for any of the following reasons:

- (1) The dance hall does not conform to the requirements of the fire prevention code of the county, the Virginia Statewide Fire Prevention Code, or any other law concerning fire prevention or safety.
- (2) The dance hall does not conform to the requirements of the Virginia Uniform Statewide Building Code.
- (3) The dance hall does not conform to the county's zoning requirements.
- (4) The application or any statement made in support of the application has been discovered to contain a material misrepresentation or omission of fact.
- (5) The permit holder has allowed, or failed to take, reasonable measures to prevent repeated occurrences of disorderly, violent, obscene or other unlawful conduct on its premises.
- (6) The permit holder has violated any permit terms or conditions.
- (7) The permit holder has violated any provision of this article.
- (8) The permit holder has assigned or otherwise transferred the dance hall permit to another person or entity.
- (9) The permit holder is in violation of a local, state or federal law, and such violation prohibits continued operation of the dance hall.

(Code 2016)

Sec. 3-27. - Procedure upon denial of an application or revocation of a permit.

(a) If the Board of Supervisors denies an application or revokes a permit, the applicant or permit holder shall be notified in writing of such action, the reasons therefore, and the right to request a hearing. To receive a hearing, the applicant or permit holder is required to make a written hearing request which must be received by the County Administrator within thirty (30) days of the denial or revocation notice issuance. If a timely hearing request is not received by the County Administrator, the denial or revocation decision shall be final. If a hearing is properly requested, it shall be held within fourteen (14) days from receipt of the hearing request. The hearing shall be presided over by the County Attorney. The applicant or permit holder shall have the right to present evidence and argument or to have counsel do so. Within five (5) days of the hearing, the County Attorney shall render a decision, which shall be final. If a permit revocation decision becomes final, the permit holder must discontinue all dance hall operations, effective no later than 11:59PM that same day.

(b) Any person operating such a public dance hall whose permit has been revoked shall have the right of appeal to the circuit court of the county in accordance with law.

Sec. 3-218. - Consumption, etc., of alcoholic beverages on premises.

It shall be unlawful and a Class 4 misdemeanor for any person to ~~take a drink of~~consume any alcoholic beverage or tender a drink thereof to another, whether accepted or not, on the premises of any public dance hall, unless the establishment is licensed by the state alcoholic beverage control commission for "on the premises" alcoholic beverages sales.

(Ord. of 12-19-77)

State Law reference— Authority for above section, Code of Virginia, § 4-96.

Sec. 3-229. - Intoxicated, etc., persons to leave premises on order so to do.

Any person within a public dance hall who is found to be intoxicated or under the influence of alcohol, ~~marijuana~~ or any ~~other illegal drug or~~ narcotic shall, upon order of the proprietor or management personnel or any police officer, leave such dance hall forthwith and not return until sober.

(Code 1974, § 13-9; Ord. of 12-19-77)

Sec. 3-2330. - Responsibility for control of patrons; revocation of permit and license.

The owner(s) of a public dance hall shall be responsible for maintaining control of the patrons of such establishment ~~to the best of his ability~~. Lack of effort to control the patrons or repeated requests for police assistance may initiate action by the Board of Supervisors to review the establishment's permit and

~~license of the establishment.~~ Revocation of the permit and license may occur if, in the judgment of the ~~b~~Board of ~~S~~supervisors, such action is in the best interest of the county.

(Ord. of 12-19-77)

Sec. 3-31. - Illumination of exterior signs.

Any person operating or conducting a public dance hall shall not allow exterior signs to be illuminated after 1:00 a.m., or to be illuminated during any hours prohibited for the operation of such dance hall.

(Code 2016)

Secs. 3-~~2432~~—3-35. - Reserved.

DIVISION 2. - LICENSE

Sec. 3-36. - Required.

It shall be unlawful for any person to operate a public dance hall within the county, unless he has a current license issued by the ~~County Administrator~~Commissioner of Revenue, upon approval by the Board of Supervisors pursuant to this division.

(Ord. of 12-19-77; Res. No. 39-01-91, 1-22-91)

Sec. 3-37. - License year.

The license year for public dance halls shall be from January first to December thirty-first.

(Ord. of 12-19-77)

Sec. 3-38. - Fee.

The annual fee for a license required by this division shall be ~~one-six~~ hundred dollars (~~\$6~~100.00); provided, however, that such fee shall be prorated as follows, if the initial license is obtained after the beginning of the license year:

- (1) If obtained during the first quarter of the year, the fee shall be ~~one-six~~ hundred dollars (~~\$6~~100.00).
- (2) If obtained during the second quarter of the year, the fee shall be ~~seventy-five~~four hundred and fifty dollars (~~\$75~~450.00).
- (3) If obtained during the third quarter of the year, the fee shall be ~~fifty-three~~ hundred dollars (~~\$50~~300.00).
- (4) If obtained during the last quarter of the year, the fee shall be ~~twenty-five~~one hundred and fifty dollars (~~\$25~~150.00).

The fee prescribed by this section shall be paid to the County Treasurer.

(Ord. of 12-19-77)

Cross reference— License taxes, § 20-151 et seq.

State Law reference— Authority of county to impose license tax on dance halls, Code of Virginia, § 18.2-433.

Sec. 3-39. - Issuance.

Upon proper application, payment of the fee prescribed by section 3-38 and compliance with all applicable provisions of this article, the County Administrator shall issue the license for a public dance hall; provided, however, that no such license shall be issued until such time as the Board of Supervisors has approved such application.

(Ord. of 12-19-79; Res. No. 39-01-91, 1-22-91)

Sec. 3-40. - Expiration and renewal.

A license issued under this division shall expire on December thirty-first next following its issuance and shall be renewed no later than the following January thirty-first. There shall be a penalty of ten (10) percent of the license fee, if the license is not so renewed, in addition to the ~~yearly-annual~~ license fee.

(Ord. of 12-19-77)

Sec. 3-41. - Revocation.

The County Administrator shall have the authority to suspend for a period of not more than thirty (30) days a permitlicense issued under this division for failure to comply with any of its provisions and conditions with the suspension being subject to review by the Board of Supervisors at their next regular meeting.

(Amend of 1-21-03(1))

Sec. 3-42. - Changes in ownership, management or location.

Any change in the ownership of a controlling interest in a permitlicense holder of a public dance hall shall invalidate the permitlicense for such public dance hall. The permitlicense holder of a public dance hall shall furnish the county with written notice of any change in the ownership of less than a controlling interest in the permitlicense holder, containing all of the information required by Section 3-23(b) and (c), within thirty (30) days of such change. Upon any change in the management of a public dance hall, the permitlicense holder shall report the change to the County Administrator within fourteen (14) days by submitting information sufficient for the County Administrator to determine whether the permitlicense holder remains in compliance with this article. Any change in the location of a public dance hall shall invalidate the permitlicense for such public dance hall.

Secs. 3-4~~23~~—3-55. - Reserved.



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DANCE HALL PERMIT APPLICATION

Dance Hall Permit Application Instructions

This application must be completed in its entirety and submitted to the County Administrator's Office, 1255 Franklin Street, Suite 111, Rocky Mount, Virginia 24151 along with the Dance Hall Application fee of **\$600**, **AT LEAST FORTY-FIVE DAYS PRIOR TO THE FIRST DANCE HALL EVENT**. Payment may be made in cash, check, or money order made payable to the County of Franklin.

The following County departments will review this application: Planning & Community Development, Public Safety, Building Inspections, Commissioner of Revenue, Treasurer, VDOT and Sheriff's Department. Each department has its own section within this application. A copy of Franklin Code Chapter 3, Article II titled "Dance Halls" is available upon request. Please read through these instructions completely before you begin. If you have any questions, you may contact the County Administrator's Office at (540) 483-3030.

SECTION I (page 2)

This section is general information about the applicant, the venue, and the event. This page will be forwarded to all of the reviewing departments.

You must select one of the following:

- Continuous (to operate a permanent dance hall)
- Promoter – Multiple Events (to conduct multiple dances at the same location)
- Single Event (to conduct a single dance)

Permits issued as Promoter – Multiple Events are valid for 12 months following the date of issuance. You may list as many events as desired within the 13-month period following the date of application, provided that all events will occur at the same location. Final approval for each dance will not be granted until the premises passes inspection by the Public Safety Department prior to the dance. It is ***your*** responsibility to contact the Public Safety Department at (540) 483-3091 a minimum of 30 days prior to each event to arrange for an inspection.

SECTION II (page 3)

This section is for the Planning & Community Department, which determines if the venue is properly zoned for the event. You **must** submit a floor plan showing total floor area and area devoted to dancing.

SECTION III (page 4)

This section is for the Division of Public Safety. You **must** submit the following with your application:

1. A site plan for the venue indicating the building location and parking areas; and
2. A floor plan for the venue indicating locations of exits, seating areas, dance floors, food preparation areas, and other occupied areas.
3. A certificate of Liability Insurance (Board of Supervisor's will set the amount)

The venue must submit to a fire inspection of the premises, to include building systems, occupancy limits, emergency exit conditions, fire suppression and detection systems, and emergency evacuation plans.

SECTION IV (page 5)

This section is for Building Inspections, who determines if the venue adheres to the Virginia Uniform Statewide Building Code.

SECTION V (pages 6)

This section is for the Sheriff's Division. Background screening is performed on the applicant, as well as those affiliated with the dance hall venue and promotion of the event. **The Authorization to Obtain Information (page 8) must be notarized.**

SECTION I - GENERAL INFORMATION

Check one: Continuous (permanent dance hall) Promoter - Multiple Events (multiple dances at the same location) Single Event (one dance)

APPLICANT INFORMATION

Name: _____
Name of individual applying *Name of your business or employer*

Phone numbers: _____
Home *Work* *Cell* *Fax*

E-mail address: _____

Address: _____
Street *City* *State* *Zip code*

Have you ever had a dance hall permit denied or revoked by any jurisdiction? Yes No

If yes, list the date(s) and reason(s) for revocation(s):

ABC license #: _____ ****An ABC license is required if there will be ANY alcohol at your dance hall, either served by your or brought by the attendees****

Has your ABC license ever been suspended/revoked or have you ever been denied an ABC license?

Yes No

If yes, list the date(s) and reason(s) why:

EVENT INFORMATION

Name of event: _____ Date of event: _____

Sponsoring organization: _____

Anticipated number of attendees: _____ Attendee ages: 18 and over 18 and under
 21 and over 21 and under All ages

VENUE INFORMATION

Name of business: _____ Phone number: _____

Address: _____
Street *City* *State* *Zip code*

Contact person/manager: _____

SECTION II - PLANNING

VENUE INFORMATION

Tax map or parcel number: _____ Zoning: _____

Type of business (check one): Restaurant
 Private Club (if admission privileges are sold to the general public at any time, check "Other")
 Other

Floor plan showing total area and area devoted to dancing attached? Yes No

Total floor area (in square feet): _____ Area devoted to dancing (in square feet): _____

FOR PLANNING DEPARTMENT OFFICE USE ONLY

Case number: _____

- The location **COMPLIES** with zoning regulations for a public dance hall.
- The location **DOES NOT** comply with zoning regulations for a public dance hall.
- The proposed use is not a public dance hall as defined in the zoning ordinance.

Director of planning (or designee): _____ Date: _____

VOT

COMMERCIAL ENTRANCE REQUIRED **COMMERCIAL ENTRANCE NOT REQUIRED**

SIGNATURE

DATE

COMMISSIONER OF REVENUE

TREASURER

DATE

DATE

ALL MEALS TAX PAID IN FULL: YES NO

ALL PERSONAL PROPERTY AND/OR REAL ESTATE TAXES PAID IN FULL YES NO

SECTION III – DIVISION OF PUBLIC SAFETY

Will there be any pyrotechnics/special effects in conjunction with the event? Yes No

If yes, you must complete a separate permit application, obtained through the Fire Marshal's Office. Contact the Division of Fire at 501-4900 for more information.

Site plan for the venue indicating the building location and parking areas attached? Yes No

Floor plan provided indicating locations of exits, seating areas, dance floors, food preparation areas, and other occupied areas? Yes No

FOR DIVISION OF FIRE USE ONLY

Case number: _____

Did the proposed venue submit to a fire inspection of the premises, to include building systems, occupancy limits, emergency exit conditions, fire suppression and detection systems, and emergency evacuation plans?

Yes No

Date of inspection: _____

Comments: _____

The location **COMPLIES** with State and County fire codes.

Yes No

The location **DOES NOT** comply State and County fire codes.

Fire Chief (or designee): _____

Date: _____

SECTION IV – BUILDING INSPECTION OFFICE

Existing/previous use of space: _____

Proposed occupant load: _____

Floor plan provided indicating locations of exits, seating areas, dance floors, food preparation areas, and other occupied areas? Yes No

FOR BUILDING INSPECTIONS OFFICE USE ONLY

Date of inspection: _____

Use group: _____

Occupant load: _____

Construction type: _____

CO number: _____

The location **COMPLIES** with applicable provisions of the Virginia Uniform Statewide Building Code.

The location **DOES NOT** comply with applicable provisions of the Virginia Uniform Statewide Building Code.

Building Official (or designee): _____

Date: _____

*** SECTION 2 (CODES/COMPLIANCE)**

BUILDING INSPECTION (CONTACT # (540) 483-3047)

This section will determine if the venue's structure adheres to the Virginia Uniform Statewide Building Code.

SECTION V – SHERIFF'S DEPARTMENT

APPLICANT INFORMATION

Name: _____
Name of individual applying *Name of your business or employer*

Position with business: _____

Date of birth: _____ Last four digits of SSN: _____ Marital status: _____

Race: _____ Sex: _____ Height: _____ Weight: _____ Hair: _____
Eyes: _____

Have you ever been convicted of any criminal violations? Yes No

If yes, list the date(s) and offense(s):

REFERENCES

List the name, residential address, and telephone number of two individuals who are neither minors nor relatives of the applicant or of any person affiliated with the proposed dance hall.

1. Name: _____ Relationship to applicant: _____
Phone numbers: _____
Home Work
Address: _____
Street City State Zip code

2. Name: _____ Relationship to applicant: _____
Phone numbers: _____
Home Work
Address: _____
Street City State Zip code

SECURITY

What arrangements have you made for security for the dance hall? Include the security company's name, number of security personnel, etc. For information on hiring off-duty Franklin County Sheriff's Office call (540) 483-3000.

FOR SHERIFF'S OFFICE USE ONLY

Case number: _____

A background check conducted by the Franklin County Sheriff's Office indicates the applicant:

- Meets background requirements pertaining to Franklin County Code regulations for a public dance hall.
- DOES NOT** meet background requirements pertaining to Franklin County Code regulations for a public dance hall.

Reference Check Completed:

Criminal History Check Completed:

Sheriff's Department (or designee): _____ Date: _____

PROMOTER / MANAGER / OFFICER'S INFORMATION

List the name, title, home address, and telephone number of each individual who is an officer, director, partner, principal, or manager of the proposed public dance hall, as well as any promoter involved in conducting the dances at the proposed public dance hall. Attach a separate piece of paper if needed.

1.	Name: _____	DOB: _____	SSN: _____
	Phone numbers: _____	_____	Work title: _____
	<i>Home</i>	<i>Work</i>	
	Address: _____	_____	_____
	<i>Street</i>	<i>City</i>	<i>State</i> <i>Zip code</i>
2.	Name: _____	DOB: _____	SSN: _____
	Phone numbers: _____	_____	Work title: _____
	<i>Home</i>	<i>Work</i>	
	Address: _____	_____	_____
	<i>Street</i>	<i>City</i>	<i>State</i> <i>Zip code</i>
3.	Name: _____	DOB: _____	SSN: _____
	Phone numbers: _____	_____	Work title: _____
	<i>Home</i>	<i>Work</i>	
	Address: _____	_____	_____
	<i>Street</i>	<i>City</i>	<i>State</i> <i>Zip code</i>
4.	Name: _____	DOB: _____	SSN: _____
	Phone numbers: _____	_____	Work title: _____
	<i>Home</i>	<i>Work</i>	
	Address: _____	_____	_____
	<i>Street</i>	<i>City</i>	<i>State</i> <i>Zip code</i>

LEASED OR RENTED PROPERTY

If the applicant does not own the premises of the proposed dance hall, the following signed statement must be obtained from the owner or owners of the premises:

I, _____, the owner or owners of the property at
(name of owner)

_____ do hereby authorize the applicant,
(address of proposed dance hall)

_____, to use the above listed property for a public dance hall.
(name of applicant)

Signature of owner

Date

FOR COUNTY ADMINISTRATOR'S OFFICE ONLY

Pursuant to Chapter 3, Article 3-39 of the Code of Franklin County, and the representations, terms, and conditions set forth in the above application is issued a dance hall permit is denied a dance hall permit for the operation of a dance hall as described in said application.

COUNTY ADMINISTRATOR (or designee): _____ Date: _____

AUTHORIZATION TO OBTAIN INFORMATION

I authorize the County of Franklin, Sheriff's Office to perform a background investigation in connection with my application for a public dance hall permit.

This investigation may include information as to my credit, criminal convictions, Division of Motor Vehicle records, personal references, professional references, previous employers, and other appropriate sources.

I authorize the release of any information that the County of Franklin may request from the above sources. All information I have provided on this application is true and accurate.

Applicant's signature: _____ Date: _____

Commonwealth of Virginia
County of Franklin
Sheriff's Department

On this _____ day of _____, 20_____, _____, who name is signed to the foregoing instrument, personally appeared before me, acknowledged the foregoing signature to be his, and having been duly sworn by me, made oath that the statements made in the said instrument are true.

Signature of Notary Public: _____ My commission expires: _____

THE FOLLOWING TERMS ARE UP FOR RE/APPOINTMENT

4

(NOTIFICATION IS GIVEN ACCORDING TO THE BOARD'S POLICY/60 DAYS PRIOR TO EXPIRATION)

COMMITTEE	NAME	ADDRESS	AREA	YEAR	TERM EXPIRES
AGING BOARD See Attachment A	Daniel Austin	5688 Old Forge Road Rocky Mount, VA 24151	Crops	OPEN	12/15/2015
	Lynn Satalino	220 Mallard Point Road Wirtz, Va 24184	Equine	OPEN	12/15/2015
WEST PIEDMONT PLANNING COMMISSION BOARD See Attachment B	Bobby Thompson	Post Office Box 40 Ferrum, VA 24088	BOS Rep	1-Year	12/31/2015
PLANNING COMMISSION See Attachment C	Earl Webb	151 Graveyard Knob Road Callaway, VA 24067	Blackwater	4 - Year	6/30/2016
	Wendy Ralph	265 Hampton Drive Union Hall, VA 24176	Union Hall	4 - Year	6/30/2016
	C. W. Doss	247 Five Mountain Road Ferrum, VA 24088	Blue Ridge	4 - Year	6/30/2016
TLAC See Attachment D	Brent Robertson	1255 Franklin Street Rocky Mount, VA 24151	Co. Adm.	1 Year	1/31/2017
SOUTHERN AREA AGENCY ON AGING See Attachment E	Dr. Susan Beatty	842 Park Place Moneta, Virginia 24121	Open District	3 - Year	5/31/2019
LIBRARY See Attachment F	Nora Bowman	266 Sunflower Lane Callaway, Virginia 24067	Blackwater	4 - Year	6/30/2018 Unexpired Term
	Rebecca Mushko	8 Listening Hill Road Penhook, VA 24137	Union Hall	4 - Year	6/30/2017 Unexpired Term
ROCKY RIVER ASAP See Attachment G	Brandt Gawor	245 Farmington Road Hardy, VA 24101	Open District	3 - Year	6/30/2016
RECREATION COMMISSION See Attachment H	Al Flora	695 Dugwell Road Boones Mill, VA 24065	Blackwater	3 - Year	6/30/2015
	Jessica Gawor	245 Farmington Road Hardy, VA 24101	At Large Member	3 - Year	6/30/2015
RO. VALLEY ALLEGHANY REGIONAL COMMISSION See Attachment I	Chris Whitlow	1255 Franklin Street Rocky Mount, VA 24151	Citizen/Staff Rep	3 - Year	6/30/2016
	Ronnie Thompson	1629 Deepwoods Road Hardy, VA 24101	BOS Rep	3 - Year	6/30/2016
	Bob Camicia	143 Charlotte Lane Hardy, VA 24101	BOS Rep	3 - Year	6/30/2016
	Charles Wagner	330 Riverview Street Rocky Mount, VA 24151	BOS Rep	3 - Year	6/30/2016
SOCIAL SERVICES BOARD See Attachment J	John Lipscomb	346 Quail Valley Lane Boones Mill, VA 24065	Boone	4 - Year	6/30/2016
	Charles Wagner	330 Riverview Street Rocky Mount, VA 24151	Rocky Mount	4 - Year	6/30/2016
	Howard Ferguson	161 Mount Carmel Road Rocky Mount, VA 24151	Snow Creek	4 - Year	6/30/2016
VA. WESTERN COMMUNITY COLLEGE See Attachment K	Larry Moore	45 Scenic River Drive Rocky Mount, VA 24151	Open District	4 - Year	6/30/2016
POP BUSINESS DEVELOPMENT See Attachment L	Barry Bridges	125 Woodlake Drive Moneta, VA 24121	Open District	3 - Year	6/30/2016

A

**AGRICULTURE BOARD
BOARD MEMBERSHIP ROSTER
1/31/2013**

The Board of Directors will:

- Promote and enhance the economic viability of production agriculture, forestry, and agri-business.
- Represent the agricultural community's position on policy issues at the local, state, and federal level.
- Provide advice and counsel to the Franklin County Board of Supervisors on policies relating to viability and sustainability of agriculture.
- Partner with other organizations to increase public understanding and awareness of state-of-the-art agricultural practices.
- Promote utilization of land use, conservation, and agricultural best management practices.
- Expand agricultural educational programming and workforce development.
- Advocate and coordinate agricultural economic development, investment, marketing, and promotion activities.
- Establish a network of agriculture producers and suppliers to encourage diversification and strengthen the agricultural infrastructure.
- Promote agritourism.

ARTICLE III: Membership

A. Selection and Term

Voting members shall represent each agriculture group in Franklin County with at least 11 individuals appointed by the Franklin County Board of Supervisors. For the purpose of the first meeting of the Agricultural Development Board, the membership on the Board shall be divided into two groups. At the first meeting, five (5) Directors shall be appointed to serve a one (1) year term and six (6) shall be appointed to serve a two (2) year term; thereby creating staggered terms. Subsequent appointments of Directors shall be for a term of two (2) years and may be reappointed for two (2) additional two-year terms. After serving three (3) consecutive terms, board members may be reappointed after a one year absence.

Board membership will include one producer from each of the following agricultural groups:

- Cattle
- Crops/Grain/Hay
- Crops/Produce/Organic
- Dairy
- Equine
- Forestry
- Horticultural
- Tobacco
- Viticulture/Orchard
- At-large (2 members)

**THE FOLLOWING TERMS ARE UP FOR RE-APPOINTMENT
BY.
DECEMBER 15 & 31, 2015**

(NOTIFICATION IS GIVEN ACCORDING TO THE BOARD'S POLICY/60 DAYS PRIOR TO EXPIRATION)

COMMITTEE	NAME	ADDRESS	DISTRICT	YEAR	TERM EXPIRES
AG BOARD	Daniel Austin	5688 Old Forge Road Rocky Mount, VA 24151	Crops	OPEN	12/15/2015
AG BOARD	Lynn Satalino	220 Mallard Point Road Wirtz, Va 24184	Equine	OPEN	12/15/2015
AG BOARD	Connell McEnheimer	4999 Sontag Road Rocky Mount, VA 24151	Tobacco	OPEN	12/15/2015
AG BOARD	Davis Torrence	2801 McNeil Mill Road Rocky Mount, VA 24151	Cattle	2-Year	12/15/2017
AG BOARD	Jason Thurman	703 Woodman Road Rocky Mount, Va 24151	At Large Member	2-Year	12/15/2017
AG BOARD	Mark Woods	4111 Wades Gap Road Boones Mill, VA 24065	Produce	2 Year	12/15/2017
AG BOARD	Stephen Bray	511 Heritage Hollow lane Penhook, VA 24137	Diary	1-Year	12/15/2016
AG BOARD	David Craun	905 Kenwood Road Glade Hill, VA 24096	Horticulture	2-Year	12/15/2017
AG BOARD	Ethan Cundiff	1712 Novelty Road Penhook, VA 24137	At Large Member	2-Year	12/15/2017
AG BOARD	Davis Torrence	2801 McNeil Mill Road Rocky Mount, VA 24151	Cattle	2-Year	12/15/2017

WEST PIEDMONT PLANNING DISTRICT BOARD

David Hoback, Executive Director

Post Office Box 5268

Martinsville, VA 24115

1-YEAR TERM (2-BOS MEMBERS)

CITIZEN APPOINTMENT (3-YEAR TERM)

AS OF 11-17-2015

4th THURSDAY 7:00 Executive Board Meeting

7:30 Board Meeting-

tmeade@wppdc.org

In 1968, Virginia was divided into 21 planning districts. A planning district commission is a political subdivision of the Commonwealth chartered under the Regional Cooperation Act by the local governments of each planning district. As such they are a creation of local government encouraged by the state.

The West Piedmont Planning District Commission is made up of the Cities of Danville and Martinsville; the Counties of Franklin, Henry, Patrick, and Pittsylvania; and the Town of Rocky Mount. The Commission has two elected representatives and one appointed representative. Elected representatives serve terms coincident with their elected terms of office or such shorter term as their governing bodies shall determine. Citizen, or appointed, representatives serve a three-year term. Both elected and appointed representatives have a vote on Commission matters. The Commission meets on the fourth Thursday of each month at its office at 1100 Madison Street in Martinsville; an agenda or cancellation notice is sent one week prior to the meeting date.

The purpose of Planning District Commissions, as set out in the Code of Virginia, Section 15.2-4207, is "...to encourage and facilitate local government cooperation and state-local cooperation in addressing on a regional basis problems of greater than local significance. The cooperation resulting from this chapter is intended to facilitate the recognition and analysis of regional opportunities and take account of regional influences in planning and implementing public policies and services. The planning district commission shall also promote the orderly and efficient development of the physical, social and economic elements of the district by planning and encouraging and assisting localities to plan for the future."

Virginia's PDCs provide a variety of technical and program services to member local governments. They include grant application assistance, management services for program implementation, land use planning services and mapping. The merging of mapping and information services has created the field of geographic information systems, where PDC's often lead the way. Transportation planning is another role for PDCs, who may deal with highway development, ridesharing, airport planning, and specialized transit. The West Piedmont Planning District Commission has also been designated as an Economic Development District by the U.S. Department of Commerce, making its member localities eligible to receive federal grant funds from that agency.

For the Commonwealth, PDCs serve as an accessible network that gives quick and complete statewide coverage. Each serves as the Affiliate State Data Center for the region. In this role they provide important information to businesses as well as citizens. PDCs are the regional contact for the Commonwealth Intergovernmental Review Process and provide input for a host of agencies and commissions.

Other duties of the PDC's are:

- To conduct studies on issues and problems of regional significance
- To identify and study potential opportunities for local cost savings and staffing efficiencies through coordinated local government efforts
- To identify mechanisms for the coordination of state and local interests on a regional basis
- To implement services upon request of member localities
- To provide technical assistance to state government and member localities
- To serve as a liaison between localities and state agencies, as requested.
- To review local government aid applications as required by applicable law through the A-95 or Intergovernmental Review Process
- To conduct strategic planning for the regional as required by applicable law
- To develop regional functional area plans as deemed necessary by the commission or as requested by member localities
- To assist state agencies, as requested, in the development of substate plans
- To participate in a statewide geographic information system, the Virginia Geographic Information Network, as directed by the Department of Planning and Budget
- To collect and maintain demographic, economic and other data, acting as a state data center affiliate in cooperation with the Virginia Employment Commission

Mr. Bobby Thompson
364 Sawmill Road
Ferrum, VA 24088
493-0364

12-31-2015

Mr. Leland Mitchell
4180 Sontag Road
Rocky Mount, Virginia 24151
493-0059

12-31-2016

Brian C. Hamilton
100 Fralins Road
Rocky Mount, Virginia 24151

12-31-2016

WEST PIEDMONT PLANNING DISTRICT COMMISSION BYLAWS

ARTICLE 1

Name, Location, Authority, Purpose

- Section 1. The name of this organization shall be the West Piedmont Planning District Commission, hereinafter called the "COMMISSION," and designated as District No. 12. It includes the Counties of Franklin, Henry, Patrick, and Pittsylvania and the Cities of Danville and Martinsville and the Town of Rocky Mount, Virginia.
- Section 2. The principal office of the COMMISSION shall be in Martinsville, Virginia. The location of the principal office may be changed in accordance with the provisions of the Charter of the COMMISSION.
- Section 3. The COMMISSION shall be a public body corporate and politic with all the powers and duties granted to it by the Regional Cooperation Act (Title 15.1, Chapter 34, Sections 1-1400 through 15.1-1416.1, Code of Virginia, 1950, as amended). The official acts of the COMMISSION shall be attested by the use of a common seal, an impression of which shall be affixed hereunder.
- Section 4. The purpose of the COMMISSION shall be to promote the orderly and efficient development of the physical, social, and economic elements of the Planning District by planning and encouraging and assisting governmental subdivisions to plan for the future, with emphasis on projects of greater than local interest.
- Section 5. The COMMISSION is composed of the following:
- A. The Board of Commissioners
 - B. An Executive Committee
 - C. Policy Advisory Committees and their sub-committees
 - D. The West Piedmont Regional Alliance
 - E. The Commission Staff

ARTICLE II

Membership

- Section 1. COMMISSION members shall be appointed, removed for cause, and vacancies filled by the respective governing bodies of those political subdivisions which are parties to the Charter Agreement, in accordance with the provisions of the Virginia Regional Cooperation Act and the Charter Agreement.

- Section 2. Any member of the COMMISSION shall be eligible for reappointment but may be removed for cause by the governing body which appointed him.
- Section 3. All members of the COMMISSION shall serve without compensation or refund of personal expenses except as otherwise authorized by the Executive Committee.
- Section 4. Whenever any COMMISSION member fails to attend three consecutive regular meetings, the Chairman shall notify the governing body of which the absent member is an appointee.
- Section 5. The COMMISSION may designate advisors who shall include the senior administrative official in each jurisdiction and such others as may be designated by the COMMISSION.

ARTICLE III

Terms of Office and Voting Rights

- Section 1. The terms of office and voting rights of COMMISSION members shall be in accordance with the provisions of the Charter Agreement.
- Section 2. A majority of the members shall constitute a quorum

ARTICLE IV

Meetings

- Section 1. Meetings of the COMMISSION shall be held normally on the fourth Thursday of each month. The regular meeting place shall be the Commission Offices in Martinsville or as determined by a majority of the COMMISSION in regular session. The locale of the meetings shall be rotated, at approximately quarterly intervals, among the member jurisdictions, at the invitation of the jurisdictions.
- Section 2. Matters may be placed on the agenda for consideration at meetings of the COMMISSION by one of the following:
- A. The Executive Director
 - B. A member of the Board of Commissioners
 - C. The governing body of a member jurisdiction

ARTICLE V

Officers

- Section. In addition to the offices of Chairman and Vice-Chairman, as provided for in the Charter or Agreement, the COMMISSION may elect other officers such as a Secretary and a Treasurer.

- Section 2. The Chairman shall preside at all COMMISSION meetings, shall sign all acts or orders necessary to carry out the will of the COMMISSION, shall have the authority to assign routine administrative functions to the Executive Director, shall be eligible to vote on all matters before the COMMISSION, and shall have the generally recognized powers and duties of the office of Chairman or President of an organization. He shall also be authorized to countersign checks or drafts against COMMISSION funds.
- Section 3. The Vice-Chairman shall serve as Chairman in the absence or disability of the Chairman. In the case of a vacancy in the office of Chairman, the Vice-Chairman shall assume the Chairman's duties until a new Chairman is elected to fill the unexpired term. He shall also be authorized to countersign checks or drafts against COMMISSION funds.
- Section 4. The immediate past Chairman shall serve as Chairman Emeritus from the date his successor qualifies as Chairman until the next succeeding election and succession of a Chairman. The Chairman Emeritus shall be an advisor to the COMMISSION, with the right to participate in its deliberations, but without vote. Should a Chairman Emeritus continue to serve as a member of the COMMISSION in his own right, his equal powers and status shall be neither enlarged nor diminished by his status as Chairman Emeritus.
- Section 5. All COMMISSION officers shall be elected at the regular May or June meeting for terms of one year or until their successors are elected.
- Section 6. COMMISSION officers shall be eligible for re-election.
- Section 7. The COMMISSION shall appoint an Executive Director who shall be an employee of the COMMISSION and shall serve at the pleasure of a majority of the membership.
- Section 8. The COMMISSION may designate its Executive Director as the organization's secretary but without the right to vote.
- Section 9. The Secretary shall prepare and maintain a permanent written record of all COMMISSION proceedings, shall transmit notices and agendas to the membership, and shall transmit a copy of the minutes of each COMMISSION meeting to each member prior to the next regular meeting.
- Section 10. The Treasurer shall be responsible for supervision of the receipt, keeping, and disbursement of all funds and property of the COMMISSION, investing funds when and as authorized by the COMMISSION, and insuring that proper permanent records are maintained of all financial transactions; he may delegate to the Executive Director the routine conduct of his fiscal duties. He will sign all warrants and checks issued against the COMMISSION, except those authorized for signature by the Executive Director and/or Chairman and will submit a financial report at each regular meeting of the COMMISSION and at such other times and in such form as the COMMISSION may require. The Treasurer shall be bonded in an amount as determined by the COMMISSION.

- Section 11 In addition to his regular administrative duties, the Executive Director shall:
- A Recommend work programs and financing methods for adoption of the COMMISSION.
 - B Prepare the annual budget for adoption by the COMMISSION.
 - C Arrange for an annual audit of the accounts of the COMMISSION by an independent auditing firm, a copy of which shall be submitted to the governing body of each participating governmental subdivision.
 - D Recommend staff positions, professional personnel and their compensation, and personnel administrative practices for approval.
 - E See that all warrants and checks issued against the COMMISSION are countersigned, subject to the provisions contained elsewhere within these Bylaws.

Section 12 The Executive Director shall be bonded in an amount to be determined by the COMMISSION.

Section 13 The COMMISSION may appoint one of its employees to serve as Deputy Director, to serve as such at the pleasure of a majority of the COMMISSION, and such service shall be a responsibility in addition to his other duties. The Deputy Director shall assist the Executive Director in review of plans and advise him on policy and budget matters. He shall act, within the context of established policies, in the place of the Executive Director in his absence, except in the hiring and discharge of employees and signing of checks or warrants.

Article VI

Executive Committee

Section 1. There shall be an Executive Committee consisting of the COMMISSION Chairman, Vice-Chairman, and one COMMISSION member from each city, town, and county delegation on the COMMISSION other than those of the Chairman and Vice-Chairman. The Executive Committee member from each city, town, and county shall be selected by the individual city, town, or county delegation on the COMMISSION except that those delegations from which the COMMISSION Chairman and Vice-Chairman were elected will not select other members.

Section 2 The COMMISSION may delegate to the Executive Committee such powers as the COMMISSION may determine, provided that these powers are not inconsistent with provisions of the Virginia Regional Cooperation Act or the Charter Agreement.

Section 3. A majority of the members shall constitute a quorum.

ARTICLE VII
Policy Advisory Committees

Section 1 As deemed appropriate, the COMMISSION shall designate Policy Advisory Committees, which shall be composed of the following:

- A Chairman: Each Policy Advisory Committee shall be chaired by a member of the Commission, appointed by and serving at the pleasure of the COMMISSION.
- B. Jurisdiction Members: The governing bodies of each member jurisdiction shall designate one representative to each of the Policy Advisory Committees.
- C At-large Members: Each Policy Advisory Committee shall have two members to serve a voice for the under-represented groups of the elderly, youth, poor, blacks, and women, these members to have full voting rights. At-large members shall be nominated by the local governing bodies and appointed by the COMMISSION.

Section 2. All matters, prior to Board action, shall be referred to the appropriate Policy Advisory Committee by the Executive Director. Each such committee shall be responsible for preparing recommendations to the COMMISSION on such matters. A Policy Advisory Committee may seek the advice of a sub-committee on a particular issue before acting thereon.

Section 3. Each Policy Advisory Committee may organize such sub-committee as it deems proper and necessary, the Chairman of the Policy Advisory Committee to report such acts to the COMMISSION at a regular meeting thereof. Unless the Policy Advisory Committee votes otherwise, each such sub-committee shall be chaired by a member of the parent Policy Advisory Committee.

Section 4. The regular term of office for each Policy Advisory Committee member shall be three (3) years. The term of office of members of a sub-committee shall be three years or such shorter period as is specified when the sub-committee is authorized. Members may be reappointed to serve another term or may be removed from office at any time, at the discretion of their governing bodies.

Section 5. To insure stability of membership and retention of experienced members on Policy Advisory Committees, initial terms of members shall be established as follows, in alphabetical order of the jurisdictions, effective 1 July 1973:

Danville City.....	1 year, expiring 30 June 1974
Franklin County.....	1 year, expiring 30 June 1974
Henry County.....	2 years, expiring 30 June 1975
Martinsville City.....	2 years, expiring 30 June 1975
Patrick County.....	3 years, expiring 30 June 1976
Pittsylvania County.....	3 years, expiring 30 June 1976
Rocky Mount.....	3 years, expiring 30 June 1976
At-large Members.....	3 years, expiring 30 June 1976

Subsequent to these initial terms of office, all future appointments will be for a three (3) year term.

Section 6 When a committee member has two consecutive unexcused absences from committee meetings, the jurisdiction which he represents will be notified of such absences.

ARTICLE VIII

West Piedmont Regional Alliance

Section 1. In order to comply with and take advantage of Chapter 26.3, the Regional Competitiveness Act, Section 15.1-1227.1 through Section 15.1-1227.5, of the Code of Virginia, the West Piedmont Planning District Commission shall create the West Piedmont Regional Alliance operating as a special standing committee under the auspices and responsibility of the Commission, this Alliance's legal existence depending on the existence of Section 15.1-1227.2, of the Code of Virginia.

- A. Purpose of the West Piedmont Regional Alliance: The West Piedmont Regional Alliance shall provide the required institutional management body for the implementation of the Commonwealth of Virginia's Regional Competitiveness Act Program in the West Piedmont Region to promote increased intergovernmental cooperation and, through the cooperation created and the associated strategically planned projects, produce a region which is more economically competitive with competing localities outside the Commonwealth of Virginia.
- B. Authorities of the Alliance: The Alliance shall have no additional authority beyond that which is necessary for carrying out the purposes of the Regional Competitiveness Act or which is prescribed within the Act.

The existence and operations of the Alliance shall cease with the repeal of the Regional Competitiveness Act or by an action by the West Piedmont Planning District Board of Commissioners to repeal Article VIII of the Planning District Commission's Bylaws.

- C. Area of Coverage by the Alliance: All cities, counties, and towns with a population of 3,500 or greater within the Planning District will be invited to participate in the Alliance.
- D. Distribution of Regional Competitiveness Act Program Funds: Funds that may be received in the Planning District through awards of Regional Competitiveness Act funding from the Virginia Department of Housing and Community Development or its successor shall be distributed on the basis as determined by resolution by all participating local governments, with the amounts of the awards determined by the Commonwealth of Virginia.

For its efforts in serving as the administrative agent for the West Piedmont Regional Alliance and as necessary as the fiscal agent, it is understood that the West Piedmont Planning District Commission shall invoice the

localities receiving Regional Competitiveness Act funds in an amount up to but not exceeding ten (10) percent of the funds distributed.

E. Alliance Membership: Membership of the Alliance shall reflect the requirements of the Code of Virginia, changing upon amendments made to the Code of Virginia. At its inception, members to be included in the Alliance shall be:

- Chief elected officials, one each from the local government members of the Planning District, who may also be a Board of Commissioners member. The Planning District Commission shall invite officials (or their designees who must also be elected officials) to serve the Alliance.
- Local government administrators (or designees), one from each of the Commission's member localities. The Planning District Commission shall invite administrators/designees to serve the Alliance.
- Corporate officials, eight (8) members appointed by the Commission. Nominees must be chief executive officers and/or presidents of a business corporation or their designees.
- Presidents of Community Colleges (or their designees) within participating localities of the Planning District.
- Presidents of Four-Year Private Colleges (or their designees) within participating localities of the Planning.
- Public School Systems Superintendents (or their designees), two (2) superintendents (or their designees) from among the school systems of the member jurisdictions.
- Development Organization Representatives, two (2) members appointed by the Commission selected on a rotating basis from among the local economic development organizations or corporations within the Planning District.
- Civic Organization Representatives, two (2) members appointed by the Commission selected from a list of nominees submitted by Chamber of Commerce Directors whose lists of nominations may include: the Chamber Director, Chamber President, or a Director or President from other civic organizations and community action agencies within the Planning District.
- West Piedmont Planning District Commission representatives, two (2) members, the Chairman and Vice Chairman, or their designees in the event that they are members under another category, PDC representatives shall be appointed by the Commission Chairman.

F. Terms of Office:

- Chief elected official members (or their designees) shall serve for the term as determined by their localities.
- Local Government Administrators (or their designees) shall serve a term as determined by their localities.
- Corporate members shall serve three (3) year terms.
- Community College Presidents shall serve for their term of office with the Virginia Community College System. A designee of a Community College President shall serve such term as determined by the President.
- Presidents of the Four-Year Private Colleges shall serve for their term of office with the college. A designee of a President of a Four-year Private College shall serve such term as determined by the President.
- Public School Systems Superintendents (or their designees) shall serve for two (2) year terms.
- Development Organization Representatives shall serve two (2) year terms.
- Civic Organization representatives shall serve for two (2) year terms after which time the organizations making their original appointment shall be asked to renominate the member or nominate a new member; the Planning District Commission Board shall make the appointment(s) from the list of nominees.
- West Piedmont representatives shall serve for their term of office on the Commission, or for no more than two (2) years in the case of designees.

- G. Officers of the West Piedmont Regional Alliance: The Chairman and Vice-Chairman of the West Piedmont Planning District shall serve as Chairman and Vice-Chairman of the Alliance.

The Executive Director of the West Piedmont Planning District Commission shall serve as Executive Director of the West Piedmont Regional Alliance. He may assign duties to a designee, including the Deputy Director of the West Piedmont Planning District Commission.

- H. Quorum/Voting for Meetings: A quorum shall consist of one-third the Alliance's membership in attendance at a called meeting. If a quorum is present when a vote is taken, the official vote of a majority of the members present is the act of the Alliance.

Executive Committee: The Alliance may create an Executive Committee with no more than fourteen (14) members including the Chairman, Vice-Chairman chosen at a meeting of the full Alliance membership. The Alliance may delegate to the Executive Committee such responsibilities as the Alliance may determine, provided that these powers are not inconsistent with the provisions of the Virginia Regional Competitiveness Act.

- J. Committees: The Alliance Board may create one or more other committees and appoint members of the Board to serve on them. Each committee shall have two (2) or more members who serve at the pleasure of the Alliance Board. The creation of a committee and appointment of members to it shall be approved by a majority of directors in office when the action is taken. Each such committee shall be responsible for preparing recommendations to the Alliance on such matters as assigned.

- K. Termination: No provision is made for terminating participation by a member other than through term expiration; however, the Chairman of the Alliance may direct that a letter be sent to the original nominating party, advising of poor attendance, in effect, missing four (4) meetings in one (1) year.

- L. Bylaws for the Alliance: The Alliance shall operate under Article VIII of the West Piedmont Planning District Commission Bylaws as a standing committee of the Planning District. Once operative, the Alliance is permitted to adopt operating procedures in addition to but not in substitution for these bylaws herewith, insofar as these additional operating procedures do not conflict with West Piedmont Planning District Commission bylaws herewith.

- M. Fiscal Agency: The West Piedmont Planning District Commission may serve as Fiscal Agent for its Alliance. The Alliance shall be liable for compliance with the laws of the Commonwealth in all respects, as a subdivision of the West Piedmont Planning District Commission, which itself is a subdivision of the Commonwealth of Virginia.

- N. Administrative Agency: The West Piedmont Planning District Commission through its Executive Director and staff shall serve in the role of Administrative Agent for the Alliance. Local governing bodies participating in the Alliance and which receive Regional Competitiveness Act reward funding shall be billed at a rate not to exceed 10 percent per annum by the West Piedmont Planning District to cover costs of Alliance operations and administration.

- O. Freedom of Information, other Virginia Acts Impend on the Alliance: The Alliance is liable for the Virginia Freedom of Information Act, Procurement Act, and those other acts of the Commonwealth of Virginia which generally govern the acts or actions, procedures, and recordations of public bodies.

ARTICLE IX

Amendments

- Section 1 Any proposed amendment to these Bylaws shall be mailed to each member of the COMMISSION at least five days prior to the meeting at which it is to be voted upon. A majority vote of all members of the COMMISSION, voting at a regular meeting, shall be required to adopt any proposed amendment to the Bylaws.

ARTICLE X

Parliamentary Procedure

- Section 1 Robert's Rules of Order, Revised shall be the parliamentary authority for the conduct of meetings of the COMMISSION, the Executive Committee, Policy Advisory Committee, and the West Piedmont Regional Alliance, in all cases in which such rules apply and where they are not inconsistent with the provisions of the laws of Virginia, the Charter Agreement, and these Bylaws.
- Section 2. During Policy Advisory Committee (or sub-committee) meetings, no action shall be taken with respect to a matter affecting only a particular jurisdiction unless the committee (or sub-committee) representative of that jurisdiction is present or unless he is represented by a proxy or written proxy statement. Matters so tabled shall be reported by the Committee Chairman to the COMMISSION at its next regular meeting. In extreme cases, committees may exercise their own judgment in deviating from this rule.

ARTICLE XI

- Section 1. These Bylaws and any amendments thereto shall be effective immediately upon adoption.

C

PLANNING COMMISSION MEMBERS & TERMS
Updated 1-21-2014
4-YEAR TERMS

James M. Colby
80 Coveport Place
Moneta, Virginia 24121
540-719-2760 (home)

Gills Creek District
Term Expires: 3-31-2016

C. W. Doss, Jr.
484 Twin Creeks Drive
Ferrum, Virginia 24088
540-365-2678 (home)

Blue Ridge District
Term Expires: 6-30-2016

Edmund C. (Doc) Law
130 Mountain Avenue
Rocky Mount, Virginia 24151
540-483-9695 (home)

Rocky Mount District
Term Expires: 3-31-2018

Wendy Ralph
265 Hampton Drive
Union Hall, Virginia 24176
540-576-3085 (home)

Union Hall District
Term Expires: 6-30-2016

Sherri Mitchell
6061 Sontag Road
Rocky Mount, Virginia 24151
540-857-2020 3xt 5107 (work)
540-483-7000 (home)
e-mail: sherrie.mitchell@va.gov

Snow Creek District
Term Expires: 6-30-2018

Earl Webb Vice-Chairman
151 Graveyard Knob Road
Callaway, VA 24067
540-489-5270 (work)
e-mail: ewebb@swva.net (do not send large mail)

Blackwater District
Term Expires: 6-30-2016

Angie McGhee
24935 Virgil Goode Highway
Boones Mill, Virginia 24065
540-334-2020 (work)
540-537-5918 (cell)
e-mail: McGheeRealtor@aol.com

Boone District
Term Expires 3-31-2018

***Each term is for 4 years**

Planning Commission By-Laws

BY-LAWS

FRANKLIN COUNTY PLANNING COMMISSION

Adopted May 10, 2005; Amended November 13, 2007, Amended May 11, 2010,

Amended February 12, 2013

Amended February 9, 2016

ARTICLE 1 – OBJECTIVES

- 1-1. This commission, established in conformance with the resolution adopted by the Board of Supervisors of Franklin County on February 29, 1961, had adopted the following Articles in order to facilitate its powers and duties in accordance with the provisions of Title 15, Article 2, Code of Virginia.
- 1-2. The official title of this commission shall be the "Franklin County Planning Commission".
- 1-3. Purpose and Responsibilities
Planning Commission Members duties and responsibilities include, but not limited to the following:
 - 1-3-1. The purpose of the Planning Commission is to advise the Board of Supervisors on all matters related to the orderly growth and development of Franklin County.
 - 1-3-2. With the advice and assistance of the Planning Department, recommend a comprehensive plan for the physical development of the County, and review the plan once every five (5) years as required by Virginia State Code.
 - 1-3-3. Recommend elements and amendments to the comprehensive plan.
 - 1-3-4. Recommend amendments to the Zoning Ordinance.
 - 1-3-5. Recommend amendments to the Subdivision Ordinance.
 - 1-3-6. Review and make recommendations on all special use permit applications to the Board of Supervisors.
 - 1-3-7. Approve or disapprove the general or approximate location, character, and extent of streets, parks or other public buildings, public structures, public utility facilities, or public service corporation facilities whether owned publicly or privately as required by Virginia State Code, and communicate its findings to the Board of Supervisors.
 - 1-3-8. And other duties as assigned by the Board of Supervisors.

ARTICLE 2 – MEMBERS

- 2-1. A county planning commission shall consist of seven (7) members. Members shall be appointed by the Board of Supervisors.
- 2-2. Members shall be appointed for a term of four (4) years, ending on June 30th. Any vacancy in membership shall be filled by appointment by the Board of Supervisors. It shall be for an expired term only. Any appointed member may be removed by the Board of Supervisors for inefficiency, neglect of duty or malfeasance in office. The Board may provide for the payment of expenses incurred by the performance of their official duties.
- 2-3. Attendance reports shall be made to the Franklin County Board of Supervisors each six (6) months, recommending that less than 50% attendance of each Commissioner would justify consideration for replacement.

ARTICLE 3 – OFFICERS AND THEIR SELECTION

Planning Commission By-Laws

- 3-1. The Officers of the Planning Commission shall consist of a chairman and vice chairman.
- 3-2. Nomination of officers shall be made from the floor at the regular July meeting each year. Election of officers shall follow immediately.
- 3-3. A candidate receiving a majority vote of the entire membership of the Planning Commission shall be declared elected. He shall take office immediately and serve for one (1) year or until his successor shall take office.
- 3-4. Vacancies in office shall be filled immediately by regular election procedures.

ARTICLE 4 – DUTIES OF OFFICERS

- 4-1. The chairman shall be a citizen member of the commission and shall:
 - 4-1-1. Preside at all meetings whenever possible.
 - 4-1-2. Appoint committees, special and/or standing.
 - 4-1-3. Rule on all procedural questions (subject to a reversal by a two-thirds (2/3) majority vote of the members present).
 - 4-1-4. Be informed immediately of any official communication and report same at the next regular meeting.
 - 4-1-5. Carry out other duties as assigned by the commission.
- 4-2. The vice-chairman shall be a citizen member of the commission and shall:
 - 4-2-1. Act in the absence or inability of the chairman to act.
 - 4-2-2. Have the powers to function in the same capacity as the Chairman in cases of the chairman's inability to act.
- 4-3. The Franklin County Department of Planning and Community Development will provide staff functions to the commission. Among other duties that may be undertaken, it will include:
 - 4-3-1. Keep a written record of all business transacted by the commission, the minutes.
 - 4-3-2. Notify all members of all pending meetings.
 - 4-3-3. Keep a file of all official records and reports of the commission.
 - 4-3-4. Certify all maps, records and reports of the commission.
 - 4-3-5. Give notice of all hearings and public meetings.
 - 4-3-6. Attend to all the correspondence of the commission.
 - 4-3-7. Keep a set of minutes of all meetings and send a copy to each member of the Commission and a public copy shall be sent to the County Clerk and individual copies shall be sent to such other persons as may be authorized by the Commission from time to time.
 - 4-3-8. Prepare and be responsible for the publishing of advertisements relating to public hearings.
 - 4-3-9. Ensure that members are timely informed of proposed or contemplated actions within their districts.

ARTICLE 5 – STANDING AND SPECIAL COMMITTEES

The need for standing committees shall be addressed by the Planning Commission at the February meeting each year. The committees must be approved by majority vote of those present at the regular February meeting.

Planning Commission By-Laws

- 5-1. Standing committees shall be appointed for one (1) year. Vacancies shall be filled immediately by the Commission Chairman.
- 5-2. Special committees may be appointed by the Chairman as necessary for the purposes and terms approved by the commission.

ARTICLE 6 – MEETINGS

- 6-1. Regular meetings of the Commission shall be held on the second Tuesday of each month at 6:00 p.m., unless otherwise designated. Due to inclement weather the regular meetings of the Franklin County Planning Commission may be continued to the following Thursday after the scheduled Planning Commission Meeting if the chairman, or vice chairman if the chairman is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members to attend the meeting. Such findings shall be communicated to the member and the press as promptly as possible. All hearings and other matters previously advertised for such meeting shall be conducted at the continued meeting and no further advertisement is required.
- 6-2. Special meetings shall be called at the request of the Chairman or by two (2) members upon written request to the secretary. The secretary shall mail to all members, at least five (5) days in advance of a special meeting, a written notice fixing the time and place of the meeting and the purpose thereof. Written notice of a special meeting is not required if the time of the special meeting has been fixed at a regular meeting or if all members are present at the special meeting or files a waiver of notice.
- 6-3. All regular meetings, hearings, records and accounts shall be open to the public.
- 6-4. A majority of the members of the Commission shall constitute a quorum. The number of votes necessary to transact business shall be majority vote of those present and voting. Voting will be by roll call, and a record shall be kept as a part of the minutes.

ARTICLE 7 – ORDER OF BUSINESS

- 7-1. The order of business for a regular meeting shall be:
 - 7-1-1. Call to order by Chairman.
 - 7-1-2. Roll Call.
 - 7-1-3. Consent Agenda Approval of minutes of previous meeting.
 - 7-1-4. Public Hearing
 - 7-1-5. Citizen Comment
 - 7-1-6. New business.
 - 7-1-7. Old business
 - 7-1-8. Work session
 - 7-1-9. Adjournment.
- 7-2. Motions shall be restated by the Chairman before a vote is taken. Also, the Chairman will explain what a "yes" or "no" vote will mean with respect to the motion being voted on. The names of persons making and seconding motions shall be recorded.
- 7-3. Parliamentary procedure in commission meetings shall be governed by the adopted rules of order, namely, Robert's Rules of Order.

Planning Commission By-Laws

- 7-4. The secretary shall sign all minutes and at the end of the year shall certify that the minutes of the preceding year are a true and correct copy.

ARTICLE 8 – HEARINGS

- 8-1. In addition to those required by law, the commission, at its discretion, may hold public hearings when it decides that a hearing will be in the public interest.
- 8-2. Notice of hearing shall be published in accordance with Title 15.2-2204 of the Code of Virginia.
- 8-3. The case before the commission shall be summarized by the Chairman or other member delegated by the Chairman. Interested parties shall have the privilege of the floor, but the chairman shall have the right to limit the amount of speaking time for each individual and in total. Citizens shall be limited to five (5) minutes to speak with exception of petitioners and/or their agents. Records or statements shall be recorded or sworn to, as evidence for any court of law, only after notice is given to the interested parties.
- 8-4. A record shall be kept of those speaking before the hearing.
- 8-5. Motions shall be restated by the Chairman before a vote is taken.

ARTICLE 9 – CORRESPONDENCE

- 9-1. It shall be the duty of the secretary to draft and sign all correspondence necessary for the execution of the duties and functions of the planning commission.
- 9-2. It shall be the duty of the secretary to communicate by telephone, facsimile or e-mail when necessary to make communications that cannot be carried out as rapidly as required through direct correspondence.

ARTICLE 10 – AMENDMENTS

- 10-1. These rules may be changed by a recorded two-thirds (2/3) vote of the entire membership after thirty (30) days' prior notice.

ARTICLE 11 – EFFECTIVE DATE

- 11-1. Nothing in the foregoing by-laws shall be construed as invalidating any official business of the commission transacted prior to that date.
- 11-2. The foregoing by-laws shall become effective upon vote of a majority of the commission in regular meeting.
- 11-3. Adopted: May 10, 2005
- 11-4. Amended: November 13, 2007
- 11-5. Amended: May 11, 2010
- 11-6. Amended: February 12, 2013
- 11-7. Amended: February 9, 2016

R

TLAC BOARD MEMBERS
Pam Dinkle, Executive Director
Karen/Secretary
Post Office Box 55
400 Scruggs Road, Suite 200
Moneta, VA 24121
540 721-4400 (T)
540-721-4450 (Fax)

1 YEAR TERMS
1-19-2016

The Tri-County Lake Administrative Commission (TLAC) was created on October 3, 2000. It replaced the Smith Mountain Lake Policy Advisory Board which was created in July of 1986. TLAC serves as an administrative department for the three counties surrounding Smith Mountain Lake (Bedford, Franklin, and Pittsylvania). TLAC carries out Smith Mountain Lake planning duties including, but not limited to, navigation marker issues, debris removal, invasive aquatic vegetation issues and coordination with APCO for lake related issues. TLAC strives to assist in the development of a harmonious community at Smith Mountain Lake through the administration of the programs and projects delegated to it by the three County Boards of Supervisors.

- The TLAC Board of Directors meets on the first Tuesday of each month at 4 P.M.
- Appointments/Re-appointments are made annually
 - Members:
 - Administrator from each member County
 - Supervisor from each member County
 - Citizen Representative from each member County (appointed by the County's Board of Supervisors)
Note: Pittsylvania County's citizen representative serves only as an alternate for the County Supervisor
 - One member from the following local organizations:
 - Smith Mountain Lake Association
 - Smith Mountain Lake Chamber of Commerce
 - Appalachian Power Company
- Total Voting Members: 11
- Current Active Committees: Environmental and Navigation Committee Chairman must be active members of the TLAC Board of Directors
- Organizational Cooperative Agreement must be renewed every two years by all three Counties. The Boards of Supervisors recently approved the renewal of the agreement through October 3, 2008.

Loric M. Smith
Citizen Appointment
400 Emerald Bay Drive
Moneta, Virginia 24121

1/31 2017

Robert M. Camicia
Board Member
113 Charlotte Lane
Hardy, Virginia 24101

1/31 2017

SOUTHERN AREA AGENCY ON AGING

Teresa N. Fontaine, Executive Director

204 Cleveland Avenue

Martinsville, Virginia 24112

632-6442 & 632-6252 (fax)

1-800-468-4571

tfontaine@southernaaa.org

Responsibility of the Board

The Board of Directors is the principal policy making unit of the area agency on aging (AAA). The AAA Board is autonomous, bound only by its legal responsibilities under its charter and by-laws and its contractual agreements with State, local government and other agencies.

The AAA Board has an obligation to fulfill the purposes stated in its charter and to accomplish the goals and objectives outlined in the annual area wide plan for services to the elderly. In doing these things, it should adhere to two basic concepts First; the Board of Directors has primarily and fundamentally a policy making role as distinguished from an implementation and administration role which is carried out by the staff of the AAA and its subcontractors. Second, the authority of the Board is derived from its group action. No individual Board member has authority over the area agency on aging.

The AAA Board should not be confused with other organizations such as the Planning District Commission, the AAA Advisory Committee, and the governing bodies of its contract agencies. The AAA Board may delegate authority for certain major policy decisions to subcontractors or advisory groups, but it is ultimately responsible for the total program it administers.

In its policy-making role, the Board of Directors has the following responsibilities: (this list is not all inclusive)

- Develop an area plan for aging services.
- Identify the needs of the elderly in the community.
- Establish long-range goals for meeting the needs of the elderly.
- Formulate short-range objectives for programs to be conducted in the community.
- Approve overall plans for carrying out the objectives.
- Assure compliance with the conditions of financial assistance (e.g. contract with Virginia's Department for the Aging).
- Assure adherence to legal constraints and sound financial management procedures.
- Adopt a written personnel policy, including a plan for affirmative action in providing equal employment opportunity.
- Hire and fire the Executive Director (although the Board has the option of directly employing all staff of the AAA, it is recommend that the selection of other staff be left to the Executive Director within personnel policy guidelines established by the Board).

The Board meets at least six times a year (usually on the last Monday of the month). Committee meetings are usually scheduled for the morning of the Board meeting.

3-YEAR TERMS EXPIRES DECEMBER 31st

Mrs. Maggie Gray
129 Leeward Drive
Moneta, Virginia 24121

Expires 12/31/2018

Dr. Susan Beatty
842 Park Place
Moneta, Virginia 24121

Expires 5/31/2016

LIBRARY BOARD MEMBERS
AS OF 10-20-2015
4 YEAR TERMS

7

The Library Board is comprised of one member from each magisterial district. The appointment is for a four year term, and the member may be re-appointed for an additional term. The Library Board normally meets on the Thursday before the second Monday of each month at 7:00 PM in the Library.

GENERAL DUTIES OF THE LIBRARY BOARD

- A. To hire a capable, trained librarian subject to approval by the governing body.
- B. To determine Library policies.
- C. To approve expenditures of Library funds.
- D. To receive gifts to the Library.
- E. To work actively for the improvement of all libraries by supporting library legislation in the state and nation.
- F. To become familiar with the State and Federal aid program and with state and national library standards.
- G. To attend Board meetings regularly.
- H. To become familiar with what constitutes good library service by reading, attending library meetings and visiting other libraries.
- I. To support the Library's service program in daily contacts with the public at large.

John R. Leary, III (Unexpired Term Kim Roe)
P. O. Box 123
Hardy, VA 24101
540-798-8025 (home)
john.leary@earthlink.net

BOONE DISTRICT 6/2017

Mrs. Bethany Worley
2821 Beech Mountain Road
Ferrum, Virginia 24088

BLUE RIDGE DISTRICT 6/2019

Doug Pafford
038 Island Pointe Lane
Moneta, Virginia 24121

GILLS CREEK DISTRICT 6/2019

Nora Bowman (Unexpired Term of Ruth Cook)
266 Sunflower Lane
Callaway, Virginia 24067

BLACKWATER DISTRICT 6/2018

Sandy Dillon
185 Sycamore Street
Rocky Mount, Virginia 24151

ROCKY MOUNT DISTRICT 6/2017

William Mitchell
6061 Sontag Road
Rocky Mount, VA 24151
483-7000

SNOW CREEK DISTRICT 6/2017

Rebecca Mushko
8 Listening Hill Road
Penhook, VA 24137
576-3339

UNION HALL DISTRICT 6/2017

**DAN RIVER ASAP
(ALCOHOL SAFETY ACTION PROGRAM)
3-YEAR TERMS
AS OF 4-16-2013**



ARTICLE VII - POWERS OF THE POLICY BOARD

This Board shall have the following powers:

- a. To oversee and be responsible for the operation of the Program.
- b. To monitor the development of and approve all programs necessary for the successful and efficient operation of Dan River ASAP.
- c. To appoint, supervise and, if necessary, terminate the Executive Director, fix compensation and prescribe powers and responsibilities in keeping with the Commission on VASAP Policy and Procedure Manual.
- d. To establish staffing needs and authorize expenditure of funds as compensation therefore.
- e. To establish policy in connection with the expenditure of all funds available through the appropriation and collections of the Program.
- f. To monitor the development of and approve an annual budget to assure fiscal responsibility in the expenditure of funds collected by the Program. To approve line item transfers within the annual budget pursuant to requests of the Executive Director and to meet the needs of the Program.
- g. To direct the Executive Director to secure an annual state or independent audit of all financial records of the Program.
- h. To contract with and monitor any person, corporation, agency, or entity, public or private, meeting the qualifications of the Commission on VASAP Policy and Procedure Manual and the Code of Virginia for the furnishing of educational, analytic or alcohol/drug treatment, or other program services.

A Policy Board member of Dan River ASAP meets quarterly - March, June, September and December. The meetings are currently held at "The Dutch Inn" in Collinsville at 6:00pm dinner, and 6:30pm for the meeting. Dan River ASAP pays for the dinner

Brandt Gawor
245 Farmington Road
Hardy, VA 24101
540-263-0107

(Term Expires 6-30-2016)

Mr. Tom Webster, Chairman
Post Office Box 81
Boones Mill, VA 24065
(800) 347-0911 (W)
(540) 334-5469 (H) tomwebster@jefferds.com

(Term Expires 6-30-2015)

Tammy Goad
Executive Director
Dan River ASAP
135 East Market Street
Martinsville, VA 24112
276 632-6303 (T)
276 632-6304 (F)

danrascp@centruylink.net

AV

**RECREATION COMMISSION MEMBERS
AS OF 08-18-2015
3-YEAR TERMS**

Recreation Advisory Commission Members (RAC)

The objective of the RAC shall be to function as an advisory body to the Franklin County Department of Parks and Recreation and the Franklin County Board of Supervisors. Granted in February of 1994, the Franklin County Board of Supervisors passed legislation to allow the operational structure of the Parks and Recreation Department to be jointly administered in the following capacity:

- By recommending the establishment of relevant policies for the development and enhancement of recreational programs and park facilities.
- By assisting the Department and the Board in improving relationships between the community and the Department through civic, business, and other community representatives within their respective districts.
- By providing an additional resource for evaluating existing and proposed Departmental programs and facilities.
- By assisting the Director in development of strategic plans for implementation of long-term goals and objectives to meet anticipated community needs.
- By providing the Director with general advice on the operation and implementation of both programming and recreational facilities.

Each member of the RAC shall be appointed by the Board and shall be elected in the following manner: one (1) member shall be appointed from each electoral district; provided that one (1) member shall be appointed at large; irrespective of his/her residence within any particular electoral district. The Board may modify the requirement for appointment by electoral district for original appointments to the RAC. The RAC meets once a month (the Thursday after the month's first Tuesday.)

George P. Martin, II (Unexpired Term of F. Witcher) 3768 Snow Creek Road Martinsville, Virginia 24112	SNOW CREEK DISTRICT	6/30/2018
Reba Dillon 6051 Burnt Chimney Road Wirtz, Virginia 24184	GILLS CREEK DISTRICT	6/30/2017
Mr. Al Flora (Unexpired term of Jonathan Crutchfield) 695 Dugwell Road Boones Mill, VA 24065	BLACKWATER DISTRICT	6/30/2016
Brenda Perdue 1092 Big Oak Lane Wirtz, Virginia 24154 719-0799	UNION HALL DISTRICT	6/30/2018
Frank Chrzanowski (Unexpired Term of Rick Arrington) 12-17-2013 2544 Poteet Road Hardy, Virginia 24101 721-2868	BOONE DISTRICT	6/30/2018

Kay Saleeby (Unexpired term of Doug Beatty)

85 Forest Hill Road

Rocky Mount, Virginia 24151

483-1678

ROCKY MOUNT DISTRICT

6/30/2017

William Maxwell (Unexpired Term of Gary Holden)

3629 Dry Hill Road

Ferrum, VA 24088

BLUE RIDGE DISTRICT

6/30/2017

Jessica Gawor

245 Farmington Road

Hardy, Virginia 24101

(Unexpired term of Kay Saleeby)

AT LARGE MEMBER

6/30/2016

Wayne Strickland, Executive Director
Post office Box 2569
Roanoke, Virginia 24010
Jackie (Secretary) jpacc@rvarc.org
(540) 343-4417 (Telephone)
(540) 343-4416 (Fax)

3-YEAR TERMS
(As of 4-16-2013)

An Overview of the Roanoke Valley-Alleghany Regional Commission

Meetings of the Roanoke Valley-Alleghany Regional Commission are held every 4th Thursday monthly at 3:00 p.m. at the Regional Commission office (Conference Room) located at 313 Luck Avenue in downtown Roanoke. *(Unless otherwise notified.)* The Commission is composed of 34 representatives appointed by its 10-member governments. The majority of Commission members must be elected officials from local governments. Length of terms for local government representatives serving on the Regional Commission is three-years. Commission representation also includes non-voting liaison members representing chambers of commerce, economic development organizations, workforce development organizations and community colleges that are invited to participate in Commission meetings. Members of the Regional Commission discuss regional approaches to issues involving transportation, community/economic development and the environment. Members also initiate and facilitate productive regional discussion. Through its staff, the Commission encourages and assists localities in planning for the future. Commission members, through the annual work program and budget, establish a strategic agenda for the region. For more information on the Roanoke Valley-Alleghany Regional Commission visit www.rvarc.org.

Mr. Ronnie Thompson
1629 Deepwoods Road
Hardy, VA 24101
ronniethompson@franklincountyva.org
(TERM EXPIRES 6/30/2016)

Board Representative

Mr. Charles Wagner
330 Riverview Street
Rocky Mount, Virginia 24151
(540) 483-9109 - Home
charleswagner@franklincountyva.org
(TERM EXPIRES 6-30-2016)

Board Representative

Mr. Robert "Bob" Camicia
143 Charlotte Lane
Hardy, Virginia 24101
(540) 890-6007 (Home)
(540) 312-1976 (Cell)
gillscreek@earthlink.net
(TERM EXPIRES 6/30/2016)

Board Representative

Christopher Whitlow
Assistant County Administrator
1255 Franklin Street, Suite 112
Rocky Mount, Virginia 24151
(510) 183-3030
(510) 183-3035 (fax)
chriswhitlow@franklincountyva.org
(TERM EXPIRES 6/30/2016)

Citizen /Staff Representative

Mr. Mike Smith
130 Smithfield Lane
Boones Mill, VA 24065
(TERM EXPIRES 6/30/2014)

**SOCIAL SERVICES BOARD MEMBERS
AS OF 6-17-2014
4 YEAR TERMS**

Renee.Smith@dss.virginia.gov



The Franklin County Department of Social Services provides both financial and social work services that are administered according to State and Federal regulations. The purpose of the Department is to provide assistance to meet basic needs, promote self reliance, strengthen families, and provide protection for County residents through community based services.

The Franklin County Board of Social Services is made up of seven members with one member from each magisterial district in the county, usually including one representative from the County Board of Supervisors. Members are appointed by the Board of Supervisors for a term of four years unless they are filling an unexpired term created by a vacancy on the Board. A member may serve no more that two full terms consecutively.

The Board is required by Virginia Code to meet at least bimonthly, and generally meets monthly on the fourth Tuesday of the month at 3:30 p.m.

Board member are expected to

- >Faithfully attend board and committee meetings.
- >Familiarize themselves with the programs, goals, and objectives of the local department.
- >Develop local personnel or other policies where needed if no State or Federal policies exist.
- >Take an active interest in issues of social services.
- >Avoid the hint of conflict of interest and clarify and enhance the public image of the Department.

Michael DeGiorgi
8585 Burnt Chimney Road
Wirtz, Virginia 24184

UNION HALL DISTRICT

6/18

Danny Agee
545 Hempfield Road
Callaway, Virginia 24067

BLACKWATER DISTRICT

6/17

Charles Wagner
330 Riverview Street
Rocky Mount, VA 24151

ROCKY MOUNT DISTRICT
BOARD REPRESENTATIVE

6/16 ✓

John Lipscomb
346 Quail Valley Lane
Boones Mill, VA 24065
(540) 334-2839 (H)
(248) 310-0650 (C) irlipscomb@embarqmai.com

BOONE DISTRICT

6/16 ✓

Howard Ferguson
161 Mount Carmel Road
Rocky Mount, VA 24151

SNOW CREEK DISTRICT

6/16 ✓

Richard Kleckner (*Unexpired Term of Benson Beck*)
145 Channelview Drive
Moneta, Virginia 24121

GILLS CREEK DISTRICT

6/18

Martha H. Bowling
9249 Franklin Street
Ferrum, Virginia 24088

BLUE RIDGE DISTRICT

6/17

social services board/commission

VIRGINIA WESTERN COMMUNITY COLLEGE
DR. ROBERT SANDEL, PRESIDENT
3095 Colonial Avenue, SW
Post Office Box 14007
Roanoke, Virginia 24038
(540) 857-7311
abalzer@viriniawestern.edu

K

Amy Balzer, Secretary

The Virginia Western Community College Local Advisory Board consists of eleven appointed members from six localities. The Board meets every other month from 3:30pm-5:00pm on the Virginia Western campus in the President's Conference Room. The purpose of the Board is to act in an advisory capacity to the State Board for Community Colleges and to perform duties with respect to the operation of Virginia Western Community College.

4-Year Term

Expires June 30th

857-7311
857-7544(fax)

Cannot be
reappt
10.5.15

Larry D. Moore
45 Scenic River Drive
Rocky Mount, Virginia 24151

Expires 6/30/2016

VIRGINIA WESTERN COMMUNITY COLLEGE
EDUCATIONAL FOUNDATION BOARD OF
DIRECTORS

William "Bill" Brush
81 Lighthouse Lane
Moneta, Virginia 24121
APPOINTED 9-20-2011

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**WEST PIEDMONT BUSINESS DEVELOPMENT
CENTER**

The Board of Directors meets the first Wednesday of each month at 1:00 P.M. The meetings are held in the main office in Martinsville, Va (22 East Church Street). The meetings usually last approximately 1 hour.

**Robbin Hall
West Piedmont Business Development Center
22 East Church Street
Post Office Box 747
Martinsville, VA 24114
276-638-2523
276-638-2669 FAX**

3-Year Term

**Barry Bridges
125 Woodlake Drive
Moneta, Virginia 24121**

6/30/2016



Franklin County

A Natural Setting for Opportunity

THE FRANKLIN COUNTY BOARD OF SUPERVISORS HELD THEIR REGULAR MONTHLY MEETING ON TUESDAY, APRIL 19, 2016, AT 1:30 P.M., IN THE BOARD OF SUPERVISORS MEETING ROOM LOCATED IN THE GOVERNMENT CENTER, 1255 FRANKLIN STREET, SUITE 104, ROCKY MOUNT, VIRGINIA.

THERE WERE PRESENT:

- Cline Brubaker, Chairman
- Charles Wagner, Vice-Chairman
- Leland Mitchell
- Bob Camicia
- Ronnie Thompson
- Tommy Cundiff
- Tim Tatum

OTHERS PRESENT:

- Brent Robertson, County Administrator
- Christopher Whitlow, Asst. Co. Administrator
- B. J. Jefferson, County Attorney
- Sharon K. Tudor, MMC, Clerk

WHEREAS, emergencies can occur at anytime that require police, fire or emergency medical services; and

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and EMS is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Franklin County Communications Center; and

WHEREAS, Public Safety Dispatchers are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Dispatchers are the single vital link for our police officers, firefighters and EMS by monitoring their activities by radio, providing them information and insuring their safety; and

WHEREAS, Public Safety Dispatchers of the Franklin County 9-1-1 Communications Center have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients;

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

THEREFORE BE IT RESOLVED, that the Franklin County Board of Supervisors declares the week of April 10-16, 2016, to be National Telecommunicator's Week in Franklin County, in honor of the men and women whose diligence and professionalism keep our County and citizens safe.

Sharon K. Tudor, MMC
Sharon K. Tudor, MMC
Clerk

April 19, 2016



FRANKLIN COUNTY
Board of Supervisors



Franklin County
A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p>AGENDA TITLE: Volunteer Fire & EMS Day Resolution</p> <p>SUBJECT/PROPOSAL/REQUEST Volunteer Fire & EMS Day Resolution/Resolution recognizing volunteer Fire & EMS providers/Designate April 23, 2016 as Volunteer Fire & EMS Day.</p> <p>STRATEGIC PLAN FOCUS AREA: Goal # Action Strategy: Recognition of volunteer Fire & EMS services.</p> <p>FF CONTACT(S): Messrs. Robertson, Hatcher</p>	<p>AGENDA DATE: April 19, 2016</p> <p>ACTION: Yes</p> <p>CONSENT AGENDA: Yes ACTION:</p> <p>ATTACHMENTS:</p> <p>REVIEWED BY: BR</p>	<p>ITEM NUMBER:</p> <p>INFORMATION:</p> <p>INFORMATION:</p>
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BACKGROUND: Franklin County is proud to have approximately 300 Volunteer Fire and Emergency Medical Service providers that serve the citizens of the county. The Department of Public Safety holds an annual appreciation event for volunteers that are members of the Fire & EMS agencies that respond to emergencies in Franklin County.

DISCUSSION: The Department of Public Safety is holding the annual Fire & EMS appreciation day event at the Franklin County Recreational Park on Sontag Road on April 23rd, 2016. The event will be a cookout for the volunteers and their families is a gesture to express the County's thanks for the volunteer service provided to our citizens. Staff would like to recognize these volunteers through a resolution proclaiming April 23rd, 2016 as Volunteer Fire & Rescue Appreciation Day in Franklin County.

RECOMMENDATION: Staff respectfully recommends that the Board of Supervisors approve the Resolution approving April 23rd, 2016 as Volunteer Fire & Rescue Appreciation Day for Franklin County.

PROCLAMATION OF THE FRANKLIN COUNTY BOARD OF SUPERVISORS

WHEREAS, the citizens of Franklin County receive fire and emergency medical services each day that are provided by the volunteer fire and emergency medical service agencies of the county; and

WHEREAS, approximately 300 citizens unselfishly risk their lives and donate thousands of hours of personal time to meet the needs of our community by membership in rescue squads and fire departments serving the County; and

WHEREAS, these volunteers assisted in providing 15,930 responses to fire and emergency medical calls for service in the past year; and

WHEREAS, the members of the Rocky Mount, Ferrum, Glade Hill, Callaway, Snow Creek, Boones Mill, Fork Mountain, Burnt Chimney, Scruggs, Smith Mountain Lake Marine, Cool Branch, and Henry Volunteer Fire Departments, and Franklin County, Ferrum, Glade Hill, Callaway, Snow Creek, Boones Mill, Fork Mountain, Red Valley, Scruggs, and Cool Branch Volunteer Rescue Squads and the Scruggs Dive, and Franklin County Search & Rescue specialty teams, continue to set the example of community spirit, pride, interest in their community and love for their fellow man; and

WHEREAS, the Franklin County Board of Supervisors recognizes the tremendous value of the services performed by these volunteers, not only in terms of human needs met, but also in consideration of the financial asset which their volunteer services provide to the County; and

WHEREAS, the Franklin County Board of Supervisors desire to recognize these dedicated public servants who contribute so much to the health and safety of their community;

NOW, THEREFORE, BE IT RESOLVED by the Franklin County Board of Supervisors that, on the 19th day of April, 2016, it does hereby proclaim April 23rd, 2016 as

VOLUNTEER FIRE AND RESCUE APPRECIATION DAY in Franklin County, and does express its gratitude to the men and women who serve as members of the Volunteer Fire Departments and Rescue Squads serving Franklin County and encourage all other organizations and media to express appreciation to our volunteers.

Cline Brubaker, Chairman

FRANKLIN COUNTY
Board of Supervisors

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Franklin County
A Natural Setting for Opportunity

EXECUTIVE SUMMARY

AGENDA TITLE: Prillaman and Cahas Mountain Communication Sites Lease Agreements

SUBJECT/PROPOSAL/REQUEST: Prillaman and Cahas Mountain Communication Sites/Lease agreement for use as public safety radio communications sites/Approve lease agreements.

STRATEGIC PLAN FOCUS AREA:

Goal #

Action Strategy: Improved public safety radio communications

AFF CONTACT(S):

Messrs. Robertson, Hatcher

AGENDA DATE: April 19, 2016

ITEM NUMBER:

ACTION: Yes

INFORMATION:

CONSENT AGENDA: Yes

ACTION:

INFORMATION:

ATTACHMENTS:

REVIEWED BY:

BR

BACKGROUND: Over the past 2 years Franklin County has been working to improve public safety radio communications for all police, fire, and emergency medical providers working in the county. The Board of Supervisors approved a plan to replace the current VHF radio system by partnering with Roanoke City and Roanoke County to form the Roanoke Valley Radio System (RVRS). The system being constructed will greatly improve radio communications in Franklin County but will also improve communication with other localities in the region when it is turned on later this year. Construction of the new system required more radio sites than the 5 sites currently being used for the VHF system. The new system will use four of these sites as well as four additional sites for a total of 8 tower sites. These eight sites will be comprised of four that the county currently uses located at Grassy Hill, Crowells Gap, Toms Knob and Cooks Knob and will add Prillaman, and Cahas Mountain as two of the four additional sites. The county has already completed construction of the new tower site located in Scruggs and construction of a new tower at the existing Toms Knob site has been completed. Construction is already underway for the new site that will be located on the Western Virginia Water Authority water tank in Burnt Chimney. The next phase of construction will be the development of the Prillaman and Cahas Mountain sites. Lease agreements must be in place before construction can begin.

DISCUSSION: The Prillaman and Cahas Mountain sites were chosen by Motorola engineers as being necessary to provide adequate radio coverage to outlying areas of the county where the current VHF system does not provide adequate coverage. The communications system will use existing towers at both the Prillaman and Cahas Mountain sites so there will be no need to construct new towers. Both towers have been inspected by engineers and are capable of holding all the proposed communications equipment planned for installation without exceeding the maximum load ratings for the towers. Engineers have conducted coverage studies and determined these sites are necessary to provide adequate radio coverage. Both proposed leases have been reviewed by the county attorney.

The Prillaman site is located on Brown Hill Road in the Henry community. The site is owned by U.S. Cellular doing business as USCOC of Virginia RSA #3, and is not located in a zoned section of the county. As such, the county cannot invoke the county ordinance that requires tower owners to provide space for radio communications on existing towers at no cost to the county. The site will provide coverage in the Henry, Ferrum, Philpott Lake, Fork Mountain, and Endicott areas. The lease fee is for \$750.00 per month beginning on May 1, 2016. A five percent (5%) annual rate increase is also a condition of the lease agreement which equals \$37.50 and is subject to being implemented on June 1, 2017. There is no expiration of the lease agreement provided the monthly lease payments are made in accordance with the terms and conditions of the lease agreement. The lease agreement allows the county to place all necessary antennas and equipment on the tower and also covers the location of the communications building, as well as the auxiliary generator and propane tank to provide backup electrical power for the county's communications equipment.

The Cahas Mountain site is located at the top of Cahas Mountain at the WROV commercial radio transmission site. The sites elevation will provide coverage over a wide area of Franklin County as well as remote areas in Callaway, Boones Mill and the Naff communities. The communications tower is located in a zoned area of the county in the Boone District however it pre-dates the county ordinance exempting the county from paying for tower space as it was constructed in the 1970's. The site plan uses the existing building and tower at the site so no outdoor facilities will need to be constructed for the county to use the site. The lease agreement is for Capstar Radio Operating Company to provide adequate space in the existing structure for the county's communications equipment and for space on the existing communications tower located on the site. The site is leased by Capstar Radio Operating Company from the property owner, Occaneechi Incorporated for a term that exceeds the 20 years outlined in the proposed lease with Franklin County. The monthly lease will begin on May 1, 2016 for a monthly fee of \$1500.00 with a provision that the base lease amount will increase by three percent (3%) or \$45.00 annually. The initial term of the lease agreement is for 10 years with option to extend the lease for 2 additional 5 year terms, for a total of 20 years. The lease will automatically renew at the end of the initial 10 year term unless the county provides a 6 month notice to Capstar Radio Operating Company that it intends to vacate the site. There is a termination clause in the lease agreement that allows the county to cancel the lease, during any of the lease terms, provided the county pays the lessor 6 months rent. Both commercial and backup power is included in the lease cost and will be provided by Capstar Radio Operating Company to the county at no additional cost.

RECOMMENDATION: Staff respectfully recommends that the Board of Supervisors approve the proposed lease agreements for both the Prillaman and Cahas Mountain communications sites.

LEASE AGREEMENT COVERSHEET

The following document is a Lease for Tower Space where Clear Channel or its subsidiaries is (sub)-leasing tower and/or ground and/or building space TO another party.

Your construction contractor should be given a copy of this document to ensure uninterrupted work at the site.

Please note the following:

- LESSEE (Tenant) SIGNS FIRST.
- Three ORIGINALS SIGNED AND INITIALED (Exhibits A & B) BY THE LESSEE.
- One (1) Original will be returned to the LESSEE. If you need additional originals, please execute as many as necessary.

- Partially executed Lease originals are to be mailed or sent overnight to:

Clear Channel Vertical Real Estate
2666 Shell Wood Drive
Melbourne, FL 32934
772-215-1634

- Routing times at Clear Channel are approximately 3 to 6 business days.
- Lessee is required under this lease to wait for WRITTEN APPROVAL before commencing any construction at the site.
- All leases are subject to local market approval, which includes the Station engineer's written approval of the Lessee's Equipment and the Market Manager's approval of the business terms of the lease.

NTP Checklist: before Clear Channel will return the Lease to LESSEE, the following must be delivered to Clear Channel's Vertical Real Estate division:

- Structural Study or Analysis and Reinforcement Design showing the structure will carry the loads as described in the Lease Exhibit B. (if required) (attach copies)
- Construction Drawings or A&E Drawings or Sketch: one tower elevation and one property drawing showing the placement of the Lessee's equipment on the site. (attach copies)
- Permits (Zoning, Construction, Electrical) and other governmental authorizations as required by Federal, State, County, or local codes. (attach copies)
- Contractor/Installer Approval by Clear Channel's Station Engineer (via email: include the name, address, phone email, and Tax ID (FEIN/TIN) number for the company that will be performing the installation of Lessee's equipment).

Prior to commencement of construction, LESSEE is required to provide the following:

- Schedule of Construction (start date and estimated completion date: specific dates).
- Proof on Insurance as more particularly described in the Lease Section 10. (attach copy)

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of this _____ day of July, 2015, between CAPSTAR RADIO OPERATING CO., a DELAWARE corporation ("LESSOR"), and The County of Franklin, Virginia.

RECITALS:

A. Lessor is the owner of a broadcast transmission structure or tower (the "Tower") and a building (the "Building") located on real property owned or leased by Lessor described in Exhibit C, attached hereto and incorporated herein (the "Property");

B. If Lessor leases the Property from a third party pursuant to a lease agreement (the "Ground Lease"), said agreement shall be attached hereto as Exhibit E and incorporated herein for all purposes.

C. Lessor desires to lease to Lessee and Lessee desires to lease from Lessor certain space on the Tower and certain space on the Property or certain space in the Building as more particularly described in Exhibit B of this Lease, all under the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Premises. Lessor hereby leases to Lessee:

1.1 Antenna Space. Space on the Tower as described in Exhibit B (the "Antenna Space").

1.2 Building Space. Space in the Building for the installation of Lessee's Equipment described in Exhibit B or space on the Property for the construction of Lessee's Building, shelter, equipment cabinets, and other associated equipment as described in Exhibit B.

1.3 Access. A nonexclusive right to have transmission lines run from the Building to the Antenna Space for the sole purpose of enabling Lessee to service the antenna mounted in the Antenna Space.

1.4 Utilities. The right, in common with others, to maintain such power, telephone and utility lines within the Property as may be necessary for the operation of Lessee's Equipment.

All of the foregoing shall be collectively referred to herein as the "Premises."

2. Lessee's Equipment. The term "Lessee's Equipment" shall mean Lessee's antennas, coax cables and other associated equipment more particularly described in Exhibit B of this Lease, and any replacement or additions permitted by this Lease.

3. Term. The Initial Term of this Lease shall commence on the "Commencement Date" described in Exhibit A, and shall end and terminate, subject to any early termination as specifically provided in this Lease, at midnight, on the final day of the Initial Term. So long as Lessee is not in material default under the terms of this Lease, Lessee shall have an option to extend the term of this Lease for the number of Extended Terms described in Exhibit A, following the Initial Term (the "Extended Term(s)"). This Lease shall automatically be renewed for each Extended Term unless Lessee notifies Lessor of Lessee's intention not to renew this Lease at least six (6) months prior to the expiration of the Initial Term or the Extended Term, as applicable. [Lessee shall hold the Premises during the Extended Terms upon the same terms, covenants and conditions herein contained, except that the Rent (as defined in Section 4) shall be adjusted in accordance with Section 4. Collectively, the Initial Term and Extended Terms are sometimes referred to hereinafter as the "Term".

3.1 Lessor and Lessee agree that Lessee's ability to commence this Lease is contingent upon a structural study of the Tower, if required by Lessor and as detailed in Section 12, demonstrating all physical components

of the Tower including the proposed loading of Lessee's Equipment shown on Exhibit B meet the minimum requirements of the current ANSI/TIA/EIA/IBC standard (the "Passing Structural"), and Lessee's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary by Lessee for its use of the Property and the Tower, inter alia: applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"). It shall be Lessee's sole responsibility to obtain a Passing Structural and Governmental Approvals under this Lease and Lessor agrees to reasonably assist Lessee with any such applications related to the same. In the event Lessee is unable to secure a Passing Structural or Governmental Approvals within ninety (90) days following the Commencement Date (as defined in Exhibit A), this Lease may be terminated by either party upon 60 days written notice.

4. Rent. During the Term, Lessee shall pay as rent for the use of the Premises the Basic Rent, as defined in Section 4.1, and the Additional Rent, as defined in Section 4.2. The term "Rent" as used in this Lease shall mean, collectively, Basic Rent and Additional Rent.

4.1 Basic Rent. Lessee shall pay Lessor the basic rent set forth in Exhibit A as fixed minimum rent (herein called "Basic Rent") for the first year of the Term; payable in equal monthly installments in advance on or before the first business day of each calendar month during the Term. At the end of the first year and every Lease Year thereafter Basic Rent automatically shall be increased on each anniversary of the Commencement Date by an amount equal to THREE percent (3%) of the Basic Rent for the immediately preceding Lease Year. Lessee shall pay such increased Basic Rent during each succeeding Lease Year without notice from Lessor. The term "Lease Year" as used in this Lease shall mean each consecutive twelve (12) month calendar period, the first of which shall commence on the first day of the month during which the Commencement Date occurs and the last of which shall end at the termination of the Lease.

4.3 Payment of Rent.

(a) Lessee covenants to pay all Basic Rent when due and payable without any prior demand therefor whatsoever.

(b) Any Additional Rent provided for in this Lease shall become payable, unless otherwise provided herein, no later than thirty (30) days after the date Lessor renders a statement therefor.

(c) Rent shall be paid to Lessor at the address for notices as provided in Exhibit A, or at such other place as Lessor may, from time to time, designate in a notice to Lessee.

(d) Any payment by Lessee or acceptance by Lessor of a lesser amount than shall be due from Lessee to Lessor shall be treated as a payment on account. No acceptance of any payment by Lessor from Lessee after termination of this Lease, or after the service of any notice or commencement of any suit shall renew, reinstate, continue or extend the Term or affect any such notice, demand or suit, unless otherwise agreed by Lessor in writing.

(e) Any Rent or other charge not paid when due shall bear interest at the rate of one and one-half percent (1-1/2%) per month from and after five (5) days after its due date until paid, which interest shall be paid by Lessee as Additional Rent.

(f) All Rent shall be paid in lawful money of the United States of America.

5. Uses of Premises. The Premises is to be used for the installation, removal, operation, repair, and maintenance of Lessee's Equipment. Operation of Lessee's Equipment shall be conducted in accordance with the terms and conditions of this Lease and any standards imposed by the Federal Communications Commission ("FCC") and any other governmental body or agency as shall have jurisdiction over the installation, repair, alteration, operation, or replacement of Lessee's Equipment or with any activities of Lessee on the Premises.

5.1 Lessor shall have the right to lease space on the Tower to any other person or persons desiring to engage in any form of broadcasting and/or electromagnetic communication.

5.2 Interference.

(a) Lessee's operation of Lessee's Equipment shall not cause any Objectionable Interference with the signal of any other transmitter receiver existing as of the Commencement Date for two-way channels, television, radio or microwave utilization, whether on or off the Premises or the Property or whether transmitted or received by Lessor or Lessor's other lessees or licensees. Furthermore, Lessee agrees that any Objectionable Interference with the existing signal of any other transmitter receiver caused by the operation of Lessee's Equipment shall be the responsibility of Lessee to take all steps necessary to correct and eliminate. Should Lessee fail to correct any such interference within forty-eight (48) hours of receipt of notice by Lessor of such interference, then Lessee shall terminate usage of Lessee's Equipment until such interference is eliminated. If Lessee does not so terminate its usage, Lessor may, at its option, enter the Premises, correct such interference and invoice the costs of such correction to Lessee, which invoice shall be payable within ten (10) days of receipt of notice by Lessee. If Lessor does not exercise its option to correct the interference and if Lessee fails to correct the interference within thirty (30) days of receipt of Lessor's notification of the same, Lessor shall have the option to terminate this Lease and thereafter shall have no further obligations to Lessee. "Objectionable Interference" for the purposes of this Lease shall mean interference to a licensed delete activity that (x) can be demonstrated by means of traditional RF measuring devices or (y) causes material impairment of the quality of data, sound or picture signals or communications range or ability of the licensed activity in any portion of the service area of such activity at any time during the period of operation of such licensed activity.

(b) Lessor shall use all reasonable efforts to ensure that other tenants on the Tower do not cause interference to the operation of Lessee's Equipment, to the extent the equipment of such other tenants was installed subsequent to the installation of Lessee's Equipment ("Objectionable Interference"). Should Objectionable Interference be experienced by Lessee, Lessee shall provide notice in writing of such Objectionable Interference to Lessor, and Lessor shall cooperate with Lessee in identifying the source of the Objectionable Interference and in causing the responsible party to take such reasonable steps necessary to eliminate the Objectionable Interference. In the event such party causing the Objectionable Interference fails to correct such problem and Lessee's broadcast continues to be materially affected within thirty (30) days of Lessee notifying Lessor of such problem, Lessee shall have the right to terminate this Lease by written notice to Lessor at any time thereafter unless such Objectionable Interference is eliminated within the aforesaid 30-day period.

(c)

5.3 Lessee shall comply with all laws and regulations of the federal, state, county and municipal authorities applicable to the Premises, the housing and operation of Lessee's Equipment therein, and the exercise of the rights conferred hereunder, including, but not limited to, the land use requirement of the county in which the Tower is located and the biological harm regulations of the FCC and the Occupational Safety and Health Administration ("OSHA").

5.4 Lessee shall conduct its business in such a manner as regards noise, other nuisances or otherwise, as will not unreasonably and unnecessarily interfere with, annoy or disturb the Lessor in the conduct of the main purpose of the Building, other lessees of the Tower, or area landowners and their tenants, provided however, that nothing said herein is intended to preclude Lessee's quiet enjoyment of the Premises afforded herein. The sidewalks, entrances, and parking areas of the Building shall not be obstructed or encumbered by Lessee or used for any other purpose other than normal ingress or egress to and from the Premises, except as may be necessary to permit Lessee to exercise its rights hereunder.

5.5 Lessee's Risks. All Lessee's Equipment and personal property of every kind or description which may at any time be in the Premises shall be at Lessee's sole risk, or at the risk of those claiming under Lessee, and Lessor shall not be liable for damage to or theft of or misappropriation of such property, any injury or damage to persons or property resulting from or related to Lessee's Equipment or personal property or any latent defect in any improvements located upon the Property; provided, however, the foregoing limitation on Lessor's liability shall not apply to Lessor's acts of gross negligence and/or willful misconduct.

6. Lessee's Rights to Access. Lessor hereby grants to Lessee a nonexclusive right to access the Premises for the employees, agents or representatives designated by Lessee to the extent reasonably necessary to enable Lessee to install, operate, maintain and monitor Lessee's Equipment, as follows:

6.1 Lessee shall have access to the ground portions of the Premises, including Lessee's equipment shelter, if any, twenty-four hours a day, seven days a week. Lessee acknowledges that Lessor may require that Lessor's representative be present in the event of access of the Tower by Lessee. Lessee acknowledges that Lessor's control of access to the Tower is essential to the safe operations of all parties utilizing the Tower. In the event that Lessee wishes to access the Tower, Lessee shall provide notice to Lessor of its need to do so, and Lessor will arrange to have its representative available at a mutually agreeable time.

6.2 Lessee shall be solely responsible for all costs and fees attributable to this Lease that are payable to any third party governing or controlling the access and use of the Property and the Leased Premises. Such fees include but are not limited to government land use fees and assessments, easement fees, and road access fees. Lessor shall reasonably assist Lessee in obtaining third-party consents as necessary to access the Property and the Leased Premises.

6.3 In order to maintain the integrity of the operations of Lessor, Lessee and other Tower tenants, Lessor shall have the right to restrict certain individuals or companies from Lessee's maintenance services on the Premises, provided that such right shall not be unreasonably or illegally exercised. Lessee shall comply with any applicable instructions regarding any site security system. All gates shall remain closed and locked (if applicable) at all times unless entering or exiting the Premises. When leaving any building, Lessee shall ensure that all doors are locked and the security system (if any) is armed.

6.4 If Lessee leases space inside Lessor's Transmitter Building, Lessor shall provide to Lessee a key by which Lessee may unlock the Transmitter Building for maintenance purposes. If this key is lost, Lessee shall be responsible for the expense of retooling the locks and providing new keys for all authorized persons. Such new keys and locks will be provided by Lessor and billed to the Lessee.

7. Utilities. Lessee shall at its sole cost and expense initiate, contract for, obtain and pay for any electrical, telephone, or other utility services used by Lessee at the Premises. Lessee agrees to cooperate with Lessor's reasonable requests regarding the manner and timing of the installation of Lessee's utilities. A meter shall be installed and maintained by Lessee at Lessee's sole cost and expense which shall separately record the amount of the electrical power used by Lessee. If the lessee shares existing meter, Lessee shall provide an estimated power consumption for their equipment and pay a surcharge above and beyond monthly lease for use of power. Lessee shall timely pay all charges for electrical power and all other services used by Lessee in connection with the operation of Lessee's Equipment. No additional utilities (water, sewer or gas) will be available at the Premises during the Term. In no event shall Lessor be liable for the quality, quantity, failure or interruption of electrical service to the Premises or damages resulting directly or indirectly therefrom by reason of or resulting from any accident, or the need or priority of repairs or improvements, or by reason of orders of any military, civil or governmental authority, or strikes, riots, insurrections or invasions, or any other reason beyond the control of Lessor.

8. Taxes. Lessor will pay all real property taxes assessed against the Premises. Lessee will pay when due any taxes levied against Lessee's Equipment and any other personal property of Lessee located on the Premises or any increase in real property taxes as a result of Lessee's Equipment being located on the Property or Premises. Where possible, Lessee shall cause Lessee's Equipment or other personal property to be assessed and billed separately from the Property.

8.1 State Sales Tax. Lessee will pay all State Sales Taxes on Tower Rental Income when imposed by the State. If exempt from State Sales Tax, then proof of the exemption is required.

9. INDEMNIFICATION. LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR AND LESSOR'S AGENTS, EMPLOYEES, CONTRACTORS, TENANTS, CUSTOMERS AND INVITEES ("LESSOR INDEMNITEES") HARMLESS FROM ALL CLAIMS FOR LOSS OR DAMAGE ON ACCOUNT OF INJURY OR DEATH TO ANY PERSON OR PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY OF ANY PERSON OR PERSONS OCCURRING ON THE PROPERTY, TO THE EXTENT CAUSED BY (A) LESSEE'S EQUIPMENT, OR (B) ANY ACT OR OMISSION OF LESSEE OR LESSEE'S AGENTS, EMPLOYEES, CONTRACTORS OR INVITEES IN CONNECTION WITH LESSEE'S USE OF THE PROPERTY UNDER THIS LEASE. LESSEE WAIVES ALL CLAIMS AGAINST LESSOR AND THE OTHER LESSOR INDEMNITEES, WHICH LESSEE OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST LESSOR OR ANY OTHER

LESSOR INDEMNITEE FOR LOSS, THEFT OR DAMAGE TO PROPERTY OR LESSEE'S EQUIPMENT OR FOR INJURIES TO PERSONS IN, UPON OR ABOUT THE PROPERTY OR THE TOWER FROM ANY CAUSE WHATSOEVER, OTHER THAN LESSOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

WITHOUT LIMITING THE FOREGOING, LESSEE SHALL INDEMNIFY AND HOLD HARMLESS LESSOR, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL COSTS, LOSSES, CLAIMS, DEMANDS, SUITS AND PROCEEDINGS, INCURRED, MADE OR COMMENCED BY ANY PARTY AGAINST ANY OF THE FOREGOING, FOR PERSONAL, PROPERTY OR OTHER DAMAGE, CAUSED BY, RESULTING FROM, OR ARISING OUT OF, OR BY VIRTUE OF (I) THE USE BY LESSEE, ITS AGENTS, SERVANTS, EMPLOYEES OR INVITEES OF THE TOWER, THE TRANSMISSION BUILDING OR PREMISES, OR (II) THE PERFORMANCE BY, OR CARRYING OUT BY IT, HIM OR THEM, OF ANY TERMS AND CONDITIONS HEREOF, OR (III) THE FAILURE TO PERFORM ANY TERM, COVENANT OR CONDITION REQUIRED TO BE PERFORMED BY LESSEE HEREUNDER, OR (IV) ANY DAMAGE OR INJURY THAT MAY OCCUR AS A RESULT OF AN UNSAFE CONDITION, OR OF ANY NEGLIGENT INSTALLATION OR MAINTENANCE, OF LESSEE'S EQUIPMENT, OR (V) LESSEE'S FAILURE TO COMPLY WITH ANY APPLICABLE STATUTE, RULE, REGULATION, ORDER OR OTHER STANDARD PERTAINING TO THE USE OR INSTALLATION OR MAINTENANCE OF LESSEE'S EQUIPMENT; AND FROM AND AGAINST ANY AND ALL EXPENSES AND LOSSES THAT MAY BE INCURRED BY LESSOR, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AS A RESULT OF ANY SUCH CLAIM, DEMAND SUIT OR PROCEEDING, INCLUDING BUT NOT LIMITED TO, ATTORNEY'S FEES, COURT COSTS AND EXPENSES INCURRED IN RESPONDING TO OR DEFENDING ANY SUCH CLAIM, DEMAND SUIT OR PROCEEDING. IN PARTICULAR, AND NOT IN LIMITATION OF THE FOREGOING, LESSEE AGREES TO INDEMNIFY AND HOLD THE LESSOR INDEMNITEES HARMLESS FROM ANY LIABILITY, LOSS OR EXPENSE THAT MAY OCCUR OR ARISE OUT OF ANY INTERFERENCE CAUSED BY THE LESSEE'S EQUIPMENT TO TWO-WAY CHANNELS, TELEVISION OR RADIO TRANSMITTERS RECEIVERS OR MICROWAVE INSTALLATIONS, WHETHER ON OR OFF THE PREMISES OR THE PROPERTY.

THE INDEMNITY OBLIGATIONS OF LESSEE UNDER THIS SECTION 9 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

10. Insurance. Lessee shall obtain, and at all times thereafter shall maintain, at a minimum, the policies of insurance set forth below and otherwise acceptable to Lessor, issued by companies licensed in the states where the Tower is located. In addition, prior to commencement and upon Lessor's request at any time, Lessee shall provide Lessor with certificates or other proof of insurance which shall name Lessor, its Affiliates (defined below), and all partners, officers, directors, employees, agents and representatives of Lessor and its Affiliates, as "additional insureds" on all such policies identified below and such other documentation as Lessor may reasonably request showing Lessee's compliance with this Section 10. For the purpose of this Lease, "Affiliate(s)" of Lessor means any other entity that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, Lessor.

10.1 Commercial General Liability Insurance. Lessee shall obtain, and at all times thereafter shall maintain Commercial General Liability Insurance for bodily injury and property damage, which includes products/completed operations and all standard broad form comprehensive general liability extensions without limitations. Contractual liability, if not written on a blanket basis, must be endorsed to cover the indemnities specified herein. This policy shall be written on an "occurrence" basis. It shall provide for bodily injury and property damage coverage with limits no less than \$2,000,000 aggregate per location and no less than \$1,000,000 per occurrence.

10.2 INTENTIONALLY OMITTED

10.3 Workers' Compensation and Employer's Liability Insurance. Workers' Compensation and Employer's Liability Insurance affording coverage under the workers' compensation laws of the state in which the Tower is located, with Employer's Liability Insurance having minimum limits of \$1,000,000.00 for injury by accident and \$1,000,000.00 for injury by disease. Such coverage shall provide a standard waiver of subrogation endorsement in favor of Lessor, and its Affiliates.

10.4 Automobile Liability Insurance. Automobile Liability Insurance at no less than \$1,000,000 per occurrence combined single limit for injury or property damage. All owned, leased, non-owned, and hired automobiles used in connection with the activities on the Property shall be covered.

10.5 Umbrella Liability Insurance. Umbrella Liability Insurance at not less than a \$3,000,000 limit providing excess coverage over all limits and coverages noted in Sections 10.1, 10.3, and 10.4 above. This policy shall be written on an "occurrence" basis.

10.6 INTENTIONALLY OMITTED

10.7 Insurance Requirements. All of Lessee's insurance required hereunder shall be with insurance carriers licensed to do business in the state where the Tower is located, and rated no lower than A-X in the most current edition of A.M. Best's Property-Casualty Key Rating Guide. Lessee shall deliver to Lessor certificates evidencing the insurance required to be maintained by Lessee hereunder prior to Lessee's installation of the Lessee's Equipment and annually thereafter. Without limitation upon the other terms and provisions of this Section 10, each insurance policy maintained by Lessee with respect to the Premises shall be endorsed to provide (i) that in the event of cancellation, non-renewal or material modification, Lessor shall receive 30-days advance written notice thereof and (ii) that Lessor shall receive renewal Certificates of Insurance no later than 30-days in advance of each renewal.

11. Maintenance of Premises. Except as provided in Section 11.1, Lessor shall maintain the Premises (but not Lessee's Equipment housed thereon), including all required Tower marking and lighting, in reasonable condition for the intended use by Lessee and in compliance with all Federal Aviation Administration and FCC rules and regulations, and shall promptly repair any material damage to the Premises; and perform all necessary maintenance and repairs; provided, however, that when such maintenance and repair is made necessary by or because of the fault or negligence of Lessee (reasonable wear and tear excepted). Lessee shall reimburse Lessor for the cost thereof. In the performance of its obligation to maintain and repair the Tower, and to allow other lessees to install, remove, relocate, maintain and repair their equipment, it may be necessary from time to time for the Lessor to require Lessee to temporarily cease transmission activities, to turn off electrical power, and or to make other adjustments to its equipment and operations. Lessor shall use commercially reasonable efforts to schedule such work so as to cause minimum disruption to Lessee's operations. Lessee agrees to cooperate with Lessor and to comply with and honor Lessor's requests for temporary cessation of transmission activities, to turn off electrical power, and/or to make adjustments to its equipment or operation, as necessary, to allow orderly performance and carrying out of such work.

11.1 INTENTIONALLY OMITTED

11.2 Lessor shall maintain all required records and shall file any required notification concerning any failure of, repairs to, and correction of the Tower in compliance with the rules and regulations of the Federal Aviation Administration, the FCC, and all other applicable governmental authorities.

11.3 Lessee, at its own expense, shall carry out maintenance of Lessee's Equipment, including, but not limited to, the electrical and mechanical maintenance of Lessee's equipment. Maintenance shall be conducted by Lessee in accordance with standards of good engineering practice to assure that at all times, Lessee's Equipment conforms to the requirements of the FCC and all other government bodies or agencies with jurisdiction over Lessee.

12. Lessee Construction. Lessee shall have the right at its cost and expense, to install, renovate, alter, and remove ("Construction") the Lessee Equipment, detailed in Exhibit B, located in or on the Premises as its operation may require; provided however, that:

(a) such Construction is in compliance with standards of good engineering practice and, if necessary, have been approved and are in compliance with standards imposed by the FCC and any other governmental body or agency as referred to in Section 5 hereof:

(b) Lessee submits written plans and specifications to Lessor and Lessor, whose approval shall not be unreasonably withheld; approves plans in writing, and Lessee delivers copies of any structural studies, load analysis, Tower mapping, site survey, construction drawings, reinforcement designs, environmental reports, permits, insurance certificates, and other related due diligence pursuant to this Lease.

(c) Lessee Construction is in compliance with the NTP Checklist and Site Technical Standards attached hereto as Exhibit D;

(d) Lessee provides, at Lessor's written request made prior to commencement of Construction, and at Lessee's sole expense, an independent professional analysis of wind-loading and weight loading, (the "Structural Analysis") that details the structural load changes that the installation of Lessee Equipment would cause. Any proposed Construction that increases the wind loading or weight loading of the Tower shall not exceed the current TIA/EIA/IBC standards. Lessee shall provide Lessor with said Structural Analysis showing a Passing Structural prior to Construction. Construction shall not commence prior to Lessor's approval of Lessee's Structural Analysis, which will not be unreasonably withheld or delayed. The selection of the independent professional to conduct said analysis shall be subject to the approval of Lessor, which will not be unreasonably withheld;

(e) Lessee's proposed changes do not involve any change to the frequency and/or effective radiated power ("ERP") of Lessee's Equipment.

12.1 Alterations and Permanent Improvements. Lessee shall be permitted to make replacements or repairs to Lessee's Equipment without completing the steps described at (b) and (d) above in Section 12, to the extent such changes utilize substantially similar equipment, with no changes in wind-load or weight-load, as that being replaced and/or repaired. In the event structural alterations or reinforcements that modify or alter the existing structural components of the Tower or Building ("Permanent Improvements") are required for the installation of Lessee's Equipment, Lessee shall have the right at its sole cost and expense to make such modifications to the Building or the Tower with Lessor's prior written approval of Lessee's reinforcement plans and drawings (attached hereto as Exhibit F) a prerequisite to any such Permanent Improvements at the Premises, which approval shall not be unreasonably withheld. Any such Permanent Improvements of the Tower or the Building shall become the property of Lessor. Any alteration or permanent Improvements must be provided by only American Institute of Steel Construction (AISC) Certified Companies.

12.2 Construction Scheduling. Construction of Lessee's Equipment on the Tower shall not commence without written consent from Lessor approving Lessee's proposed construction schedule. Lessee shall give Lessor no less than ten (10) business days advance written notice of commencement of any Construction or any subsequent alterations to Lessee's Equipment within the Premises or on the Tower, and twenty (20) business days advance written notice of commencement of any structural modifications or reinforcements to the Tower.

(a) Whenever possible, Lessee shall schedule such Construction between 12 o'clock midnight and 6 a.m. so as to minimize disruption to the operations of the tenants on the Tower. Such installation work may require the cessation of operation of other tenants on the Tower, however, and there can be no assurance that each will agree to the precise schedule requested by Lessee. Lessor shall use reasonable efforts to coordinate this work with the other tenants to permit Construction at the time(s) and date(s) requested.

(b) Lessee shall give Lessor no less than five (5) business days advance written notice of any maintenance of Lessee's Equipment on the Tower. Such maintenance or installation work may require the cessation of operation of other tenants on the Tower, however, and there can be no assurance that each will agree to the precise schedule requested by Lessee. Lessor shall use reasonable efforts to schedule this work with the other tenants at the time requested.

12.3 Lessee's Contractors.

(a) All contractors and subcontractors (sometimes collectively referred to herein as "Contractor") of Lessee who shall perform any service for Lessee on the Premises shall hold licenses and/or governmental authorizations appropriate to and necessary for the work being performed.

(b)

(c) Prior to commencing performance of such services, providing any products or commencing any operations in respect thereto, all contractors and subcontractors used by Lessee in connection with the construction, installation, maintenance, repair or replacement of Lessee's Equipment shall first be approved by Lessor;

and all such contractors and subcontractors shall carry insurance of the type and in the amount provided in Section 10, issued by companies licensed in the states where the services are to be performed with Lessor's prior approval of such companies a prerequisite to their performing any such services at the Premises, which approval shall not be unreasonably withheld. In addition, prior to commencement and upon Lessor's request at any time, Contractor shall provide Lessor with certificates or other proof of insurance which shall name Lessor, its Affiliates (defined below), and all partners, officers, directors, employees, agents and representatives of Lessor and its Affiliates, as "additional insureds" on all such policies identified below and such other documentation as Lessor may reasonably request showing Contractor's compliance with this Section 12.3. For the purpose of this Lease, "Affiliate(s)" of Lessor means any other entity that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, Lessor.

(d) Without limitation as to any other indemnification requirements contained in this Lease, Lessee further agrees to indemnify and hold harmless Lessor for any claims related to Lessee's access (whether by Lessee or Lessee's employees, agents, contractors and/or subcontractors) to the Tower, including any claims related to health, safety, RF energy exposure, or equipment damage (including damage to Lessor's equipment or other third-party equipment) resulting from such access.

(e) All tower climbers are to be certified to be authorized tower climbers as defined by the Second Addition of the National Association of Tower Climbers Fall Protection Training Standard (NATE). Adherence to ANSI/TIA 1019 and CPL2-1.36 for all maintenance and construction is required. A formal engineered rigging plan must be presented prior to construction or maintenance.

12.4 Liens. Lessee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Lessee, operation of law or otherwise, to attach to or be placed upon Lessor's title or interest in the Property, Building, Tower, or Premises, any and all liens and encumbrances created by Lessee shall attach to Lessee's interest only. Lessee covenants and agrees not to suffer or permit any lien of mechanics, suppliers, materialmen or others to be placed against the Building, Tower, or Property, and Lessee covenants and agrees within thirty (30) days after written notice by any entity of the filing of such lien to cause it to be release and removed of record. If Lessee shall fail to cause such lien or encumbrance to be discharged, then, in addition to any other right or remedy Lessor may, but shall not be obligated to, discharge the same either by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Lessor shall be entitled, if Lessor so elects, to compel the prosecution of an action of the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by Lessor, and all costs and expenses, including attorneys' fees, incurred by Lessor in connection therewith, shall constitute Additional Rent.

Section 5.1 12.5 Title. Lessor's title to the Property (if owned by Lessor), Building, Tower, and Premises is and always shall be paramount to the interest of Lessee and nothing herein contained shall empower Lessee to do any act or to omit any act which would encumber Lessor's title. The Lessor hereby acknowledge that the Lessee may acquire and finance Fixed Network Assets serving as part of the System to be owned by the lessee. The Lessor agrees for the benefit of the Lessee that no part of such equipment shall become, or it to be considered as a fixture being affixed to such real estate. The Lessor acknowledge that the lessee acquiring such Fixed Network Assets may enter into a leasing or other financing arrangement, including financing and security agreements for such Fixed Network Assets with one or more third party financing entities. In connection therewith, the Lessor agrees that such Fixed Network Assets may be removed at any time by the third party financing entity without recourse to legal proceedings, provided such removal is undertaken in compliance with the provisions of the applicable financing arrangement and the access provisions applicable to Lessee set forth herein.

13. Tower Damage. In the event that the Tower is fully or partially destroyed or damaged by fire, lightning, windstorm, explosion, collapse, vandalism, civil disturbance, aircraft or other vehicle damage or other casualty so as to be unfit for Lessee's occupancy and intended use hereunder and the Tower cannot be restored or rebuilt by Lessor within 180 days, then either Lessee or Lessor may elect to terminate this Lease by written notice to the other party. If the Tower is in need of such repair or is so damaged by fire, lightning, windstorm, explosion, vandalism,

aircraft or other vehicle damage, collapse or other casualty that reconstruction or repair cannot reasonably be undertaken without dismantling Lessee's antennas, then Lessor may remove Lessee's antennas and interrupt Lessee's operations, thereafter replacing the antennas as soon as reasonably possible. Lessee shall be entitled to a pro rata refund of its prepaid Basic Rent for such time as it is unable to conduct its normal operations as a result of such total or partial destruction or damage or need of repair. Under no circumstances shall Lessor be liable for any financial loss due to business interruption caused by the aforementioned circumstances.

14. Hazardous Materials.

14.1 Definitions.

(a) "Claim" shall mean and include any demand, cause of action, proceeding or suit and the results thereof (i) for damages (actual or punitive), losses, injuries to person or property, damages to natural resources, fines, penalties, expenses, liabilities, interest, contribution or settlement (including, without limitation, attorneys' fees, court costs and disbursements), (ii) for the costs of site investigations, feasibility studies, information requests, health or risk assessments, or Response actions, and (iii) for enforcing contribution, or indemnification agreements.

(b) "Environmental Law" shall mean and include all federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. Section 136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. Section 4321 et seq. (including 47 C.F.R. Section 1.1301 et seq.); the Noise Control Act, 42 U.S.C. Section 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. Section 2601 et seq.; the Atomic Energy Act, 42 U.S.C. Section 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 et seq.; and the Environmental Protection Act of Oregon ("IEPA"), Ill. Rev. Stat. ch. 111, para. 1001 et seq., and state superlien and environmental clean-up statutes, with implementing regulations and guidelines. Environmental Laws shall also include all state, regional, county, municipal, and other local laws, regulations and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials.

(c) "Hazardous Materials" shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product, or constituent regulated under CERCLA; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the FIFRA; asbestos and asbestos-containing materials, PCBs and other substances regulated under the TSCA; source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200 et seq.; industrial process and pollution control wastes whether or not hazardous within the meaning of RCRA and any other hazardous substance, pollutant or contaminant regulated under any other Environmental Law.

(d) "Manage" means to generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of or abandon Hazardous Materials.

(e) "Release" or "Released" shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migration from adjacent property or disposing of Hazardous Materials into the environment, as "environment" is defined in CERCLA.

(f) "Response" or "Respond" shall mean action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Material.

14.2 Lessee covenants that (a) Lessee shall at its own cost comply with all Environmental Laws with respect to its operations on the Property; (b) Lessee shall not Manage any Hazardous Materials on the Premises, nor conduct nor authorize the same, including installation of any underground storage tanks, without prior written disclosure to and approval of the Lessor, which approval shall not be unreasonably withheld; (c) Lessee shall not take any action that would subject the Premises to permit requirements under RCRA for storage, treatment or disposal of Hazardous Materials; (d) Lessee shall not dispose of Hazardous Materials on the Premises; (e) Lessee shall not discharge Hazardous Materials into drains or sewers in violation of environmental laws; (f) Lessee shall not suffer, cause or allow the Release of any Hazardous Materials on, to or from the Premises in violation of environmental law or in quantities requiring a permit; and (g) Lessee shall at its own cost arrange for the lawful transportation and off-site disposal of all Hazardous Materials that it generates.

14.3 During the Term of this Lease, Lessee shall promptly, upon Lessee's receipt thereof, provide Lessor with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, Claims, complaints, investigations, judgments, letters, notices of environmental liens or response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration or other federal, state or local agency or authority or any other entity or individual, concerning (a) any Release of a Hazardous Material on, to or from the Premises or Property; (b) the imposition of any lien on the Premises or Property; or (c) any alleged violation of or responsibility under Environmental Laws. Lessor and Lessor's employees shall, upon reasonable notice to Lessee, have the right to enter the Premises and conduct appropriate inspections or tests in order to determine Lessee's compliance with this Section 14.

14.4 Lessee shall indemnify, defend and hold harmless Lessor from all Claims suffered or incurred by Lessor arising from or attributable to any breach by Lessee of any of its warranties, representations or covenants in this Section 14. In the event any Claims or other assertion of liability shall be made against Lessor for which Lessor is entitled to indemnity hereunder, Lessor shall promptly notify Lessee of such Claim or assertion of liability and thereupon Lessee shall, at its sole cost and expense, assume the defense of such Claim or assertion of liability and continue such defense at all times thereafter until completion. Lessee's obligations hereunder shall survive the termination or expiration of this Lease, but shall apply only to Claims that arise from Lessee's occupancy of the Premises.

- (1) 15. **Limitation of Liability.**
- (2) Lessee shall indemnify and hold Lessor harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Lessee, or in any way resulting from Lessee's presence upon Lessor's lands. Lessor shall indemnify and hold Lessee harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Lessor. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

Without limiting the foregoing, neither Lessor, nor its agents or employees, shall be liable for any such damage caused by other Tenants of Lessor or persons in, upon or about the Building, Tower, Property or Premises, or caused by bursting, stoppages, or leaking, of water, gas, sewage or steam pipes, transmissions, electrical systems, flooding or damage caused by sprinkling devices, air conditioning apparatus, water, snow, ice, frost, steam, excessive heat or cold, broken glass, odor, noise, or collisions, unless any such loss or damage is proximately caused by the willful or negligent acts of Lessor, its agents, employees or contractors. All property belonging to Lessee or any occupant of the Property that is in the Building, Tower, Property or Premises, shall be there at the risk of Lessee or other occupant only; and Lessor shall not be liable for loss or damage thereto or theft or misappropriation thereof except as provided herein above. Any liability of the Lessor to Lessee under this Lease shall be recoverable only from the interest of Lessor in the Tower and Property, and neither Lessor nor any of its owners, officers, directors, employees or affiliates shall have any personal liability therefor.

16. Service Interruption. Lessor shall incur no liability to Lessee for failure to furnish space, as provided herein, or the rendition of any services, if prevented by war, fires, strikes, or other labor troubles, accidents acts of God, or other causes beyond its control, including but not limited to, temporary or intermittent service interruptions resulting from maintenance and repair work to the facilities of Lessor or other tenants on the Tower, or alterations to the Tower required by any tenants on the Tower, or alterations to the Tower required by any governmental authority. Lessee is hereby put on notice that service interruptions will be required in order that maintenance and repair work may be accomplished consistent with the requirements of OST 65 and the rules and regulations of OSHA. Except as otherwise provided in Section 13 of this Lease, any delay, disruption or hindrance caused by Lessee, its transmission or business occasioned by the installation, relocation or removal by good engineering practices or by any governmental agency shall not affect or impair Lessee's obligation to pay Monthly Rent hereunder.

17. Eminent Domain. If the land upon which Lessor's Tower, foundation, guy wire anchors or building is located, or the Premises are acquired or condemned under the power of eminent domain whether by public authority, public utility, or otherwise, then this Lease shall terminate as of the date title shall have vested in public authority. Lessor shall be entitled to the entire amount of any condemnation award, except the Lessee shall be entitled to make claim for and retain a condemnation award based on and attributed to the expense of removing its fixtures.

18. Assignment. Lessee shall not sublet, assign, mortgage, or encumber this Lease without the express written consent of Lessor which shall not be unreasonably withheld. Lessee acknowledges and agrees that it shall not have any rights to sublet or permit the Premises or any part thereof to be used by others, and that, in any event, no sublet or use by others shall relieve Lessee of its obligations under this Lease. Notwithstanding the foregoing, Lessee may freely, without Lessor's consent, assign its interest hereunder to any entity that is a subsidiary of or related to Lessee by common ownership or control, or in the event of a sale of substantially all of Lessee's assets. No such assignment or transfer shall release Lessee or its transferee from any of the obligations arising under this Lease.

19. Termination. In the event Lessee shall: (i) default in the payment of Rent or any other sum payable by Lessee hereunder, and such default shall continue for a period of five (5) business days after receipt of written notice by Lessor; or (ii) default in the performance of any other covenants or agreements of this Lease and such default shall continue for ten (10) days after Lessee's receipt of written notice thereof; or (iii) become bankrupt or insolvent or should any debtor proceeding be initiated by or against Lessee, then Lessor may pursue the following rights and remedies:

(a) Terminate this Lease and retake possession of the Premises;

(b) Enter the Premises and relet the same without termination of the Lease, in which event Lessee covenants and agrees to pay any deficiency after Lessee is credited with the Rent thereby obtained less all repairs and expenses (including the expenses of obtaining possession);

(c) Cure any such default and invoice Lessee for the costs and expenses of the same, which invoice shall be payable within ten (10) days of its receipt by Lessee; and

(d) Exercise any other remedy available at law or in equity.

19.1 If Lessee remains in default beyond any applicable cure period, whether or not Lessor shall have terminated this Lease, Lessor may demand immediate removal by Lessee of Lessee's Equipment (except for Permanent Improvements) from the Property, and if Lessee fails to do so within thirty (30) days of receipt of Lessor's demand, Lessor may remove and store the Lessee's Equipment at Lessee's sole cost. In such event, Lessor shall not be liable to Lessee for damage to the Lessee's Equipment in the course of such removal, and Lessee shall reimburse Lessor for any damages to the Property caused by such removal.

19.2 Lessor shall in no event be liable in any way whatsoever for failure to relet the Premises, or, in the event that the Premises are relet, for failure to collect the rent thereof under such reletting. Lessor's exercise of any particular remedy shall not preclude Lessor from exercising any other remedy available to Lessor, whether under this Lease, at law or in equity. Lessee hereby expressly waives any and all rights of redemption, whether statutory or otherwise, granted by or under any present or future laws in the event of Lessor's obtaining possession of the Premises. Lessee further agrees to pay the reasonable attorney's fees and costs of Lessor, including court costs, if Lessor engages an attorney to collect Rent or otherwise enforce the terms and provisions of this Lease.

- (1) 19.3 Lessee's Termination. Other than terminations allowed under Sections 3, 5.2(b), 13, and 17, Lessee may terminate this Lease in the event it is unable to maintain its governmental licenses, permits, or approvals deemed necessary for Lessee's use of the Property and the Tower. Lessee may also terminate this lease with an articulable and commercially reasonable rationale. Lessee's exercise of this option shall obligate Lessee to surrender the Premises no later than the effective date of such termination. If the Lessee exercises this option and terminates the lease at a time other than at the end of the first 10 year term or one of the five year renewal terms, then Lessee shall pay to Lessor an amount equal to six months base rent in advance upon giving notice of the termination, which amount shall be in addition to any other base rent or profit sharing described herein.

It shall be Lessee's sole responsibility to provide Lessor at least ninety (90) days written notice following any official governmental notice of Lessee's inability or failure to maintain said licenses, permits, or approvals under this Lease.

20. Removal of Lessee's Equipment. Lessee shall, at the termination of this Lease, surrender possession of the Premises to Lessor in as good a condition as prior to the commencement of this Lease, reasonable wear and tear excepted. At the termination of this Lease, whether it expires by its own terms or is canceled for any reason, Lessor agrees to give Lessee access to remove Lessee's Equipment for a period of no more than thirty (30) days after such termination. Lessee agrees at the termination of this Lease to remove Lessee's Equipment (except for Permanent Improvements) and to pay all cost in connection with such removal, provided, however, that, upon request of Lessor, Lessee shall leave Lessee's antennas and transmission line affixed to the Tower and shall surrender title and ownership of such to Lessor. In the event Lessee's Equipment is not removed ninety (90) days after such termination, Lessee shall pay to Lessor a monthly holding-over fee equal to 150% of the Basic Rent in effect on the day of termination.

21. Subordination.

21.1 Notwithstanding anything herein to the contrary, if the Property is leased by Lessor, then (i) this Lease shall be subject and subordinate to the terms of such Property lease (the "Ground Lease"), (ii) Lessee shall not take any action that would cause Lessor to be in breach or default under the Ground Lease, (iii) if the Ground Lease expires or is terminated for any reason, then the Term of this Lease shall thereupon end, and (iv) if required by the terms of the Ground Lease, this Lease shall be subject to the consent of the Ground Lease lessor as provided therein.

21.2 Upon written request by Lessor, Lessee agrees to subordinate its rights under this Lease to the lien of all mortgages (regardless of whether such mortgages now exist or may hereafter be created) with regard to all or any part of the Building, Tower or Property, and to any and all advances to be made thereunder and all modifications, consolidations, renewals, replacements and extensions thereof provided the mortgagee(s) shall agree to recognize the Lease of Lessee (if Lessee is not then in default hereunder) in the event of foreclosure under any such mortgage. Lessee also agrees that any mortgagee may elect to have this Lease prior to any lien of its mortgage and in the event of such election and upon notification by such mortgagee to Lessee to that effect, this Lease shall be deemed prior in lien to the said mortgage, whether this Lease is dated prior to or subsequent to the date of said mortgage.

21.3 Lessee shall, in the event of the sale or transfer of Lessor's interest in the Property or Premises, or in the event of any proceedings brought for the foreclosure of any mortgage covering the Property or Premises, attorn and by the execution of this Lease does so attorn to and recognize such purchaser or assignee or mortgagee as Lessor under this Lease.

21.4 Lessee agrees that, upon the request of Lessor or any such assignee or mortgagee, Lessee shall execute and deliver whatever instruments may be required to carry out the intent of this Section 21 and Lessee does hereby make, constitute and irrevocably appoint Lessor as its attorney-in-fact in its name, place and stead so to do in the event Lessee fails to comply with this Section 21.4 within the ten (10) days after demand therefor in writing.

22. Remedies Cumulative. The remedies provided herein shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of and other remedies against the other party hereto.

23. No Waiver. Should Lessor permit a continuing default of Lessee in Lessee's performance of the terms of this Lease, the obligations of Lessee hereunder shall continue and such permissive default shall not be construed as a renewal of the term hereof nor as a waiver of any of the rights of Lessor or obligations of Lessee hereunder.

24. Relationship of Parties. Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the provision contained herein, nor any acts of the parties, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant, nor cause Lessor to be responsible in any way for the acts, debts or obligations of Lessee.

25. Broker. Lessee warrants that it has dealt with no broker, commission agent, finder or other person or entity with respect to this Lease and Lessor warrants that it has dealt with no broker, commission agent, finder or other person or entity with respect to this Lease. Each party shall indemnify and hold harmless the other party from any and all claims, actions, damages, costs, expenses, and liability whatsoever, including reasonable attorney's fees, that may arise from any claims for commission or finder's fees in connection with this Lease, the Property, or Premises.

- (2) 26. Applicable Law. This Lease shall be construed and governed in accordance
- (3) with the laws of the Commonwealth of Virginia. The parties agree that the venue for any action arising out of this agreement shall be a court of competent jurisdiction in the County of Franklin, Virginia.

27. Waiver of Jury Trial. The parties hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating in any way to this Lease, including any counterclaim made in such action or proceeding, and agree that any such action or proceeding shall be decided solely by a judge. Each party hereby acknowledges that it has been represented by counsel in the negotiation, execution and delivery of this Lease and that its lawyers have fully explained the meaning of this Lease, including in particular the jury-trial waiver.

28. Attorneys' Fees. In the event of any dispute between the parties to this Lease, the prevailing party shall be reimbursed for its reasonable attorneys' fees and other costs incurred in enforcing its rights or exercising its remedies under this Lease. Such right of reimbursement shall be in addition to any other right or remedy that the prevailing Party may have under this Lease.

29. Entire Agreement. This Lease and any other documents referred to herein or delivered pursuant hereto, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertaking other than expressly set forth herein. This Lease supersedes all prior agreements and understandings between the parties. No modification of this Lease shall be effective unless contained in writing signed by the authorized representative of both parties.

30. Headings. The section and paragraph headings contained in this Lease are for reference purpose only and shall not affect in any way the meaning or interpretation of this Lease.

31. Notice. Except as otherwise expressly provided herein, all notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when received if delivered by certified mail, postage prepaid, return receipt requested, or sent by receipted overnight delivery service to the addressees described in Exhibit A, or to such address or fax number as any party may have furnished to the other in writing in accordance herewith.

32. Counterparts: Faxed Signature Pages. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any faxed

signature page hereof shall be considered an original signature page and be effective for all purposes to evidence such party's execution hereof.

33. Severability. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid. If any term or provision, or any portion thereof, of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

34. Lessee and Lessor Entity. Lessee and Lessor hereby covenant and warrant that: (i) each is a duly constituted organization (corporation, limited partnership, limited liability company, partnership non-profit corporation, etc.) qualified to do business in the state in which the Property is located; (ii) all corporate franchise or other entity-related taxes have been paid to date; (iii) all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed by Lessor or Lessee, as applicable and when due; (iv) and such person signing on behalf of Lessor or Lessee is duly authorized by the governing body of such corporation to execute and deliver this Lease on behalf of the corporation.

35. Successor and Assigns. This Lease shall inure to the benefit of and be binding upon Lessor, its successors and assigns, and shall be binding upon Lessee, its successors and assigns, and shall inure to the benefit of Lessee and only such assigns of Lessee as are permitted herein. Except as expressly provided otherwise, nothing contained in this Lease shall be construed so as to confer upon any person's rights of a third party beneficiary.

36. Representations and Warranties. Lessor and Lessee each represent and warrant to the other that it is legally qualified, empowered and able to enter into this Lease, and that the execution, delivery and performance hereof shall not constitute a breach or violation of any agreement, contract or other obligation or any kind to which the party is subject or by which it is bound.

37. Survival. The indemnification outlined in Sections 9, 14 and 25 shall survive termination of this agreement and be binding on Lessee, any successors, heirs, and assigns.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LEASE AGREEMENT

IN WITNESS WHEREOF, this Lease has been duly executed and delivered by the Lessor and the Lessee on the date first above written.

LESSOR: CAPSTAR RADIO OPERATING CO.

By: _____

Name: Stephen G. Davis

Title: Senior Vice President

LESSEE: FRANKLIN COUNTY DEPARTMENT OF PUBLIC SAFETY

By: _____

Name:

Title:

Schedule of Exhibits:

Exhibit A: Terms & Notices

Exhibit B: Lessee Equipment Schedule & Drawings (if any)

Exhibit C: Legal Description of Property

Exhibit D: NTP Checklist and Site Technical Standards

EXHIBIT A

TERMS & NOTICES

Clear Channel Vertical Real Estate Application
 Email completed application to: towers@clearchannel.com Phone – 888-551-SITE (7483)

FOR OFFICE USE ONLY :	Standard Lease ___	Lessor Power ___	Outdoor/Billboard ___
	Lease Template ___	Auto Renewals ___	AM Diplex ___
	MLA/SLA ___	11.1 ___	FM Multiplex ___
	Expired Renewal ___	Other: _____	SCA ___
	Equip Amendment ___		Building Space ___
	Outdoor Lease ___		Other: _____

Lessee Info

LESSEE: Franklin County, VA
 State of Incorporation: Virginia County Government

<i>Real Estate Contact</i>	<i>NAME</i>	<i>PHONE</i>	<i>EMAIL</i>
<i>RF Engineer Contact</i>	<i>Pat Regan</i>	<i>540-483-3091 x2155</i>	<i>patregan@franklincountyva.gov</i>
<i>Lessee Signatory</i>	<i>Brent Robertson</i>	<i>540-483-3034</i>	<i>Brent.Robertson@franklincountyva.gov</i>
<i>Other</i>	<i>NAME</i>	<i>PHONE</i>	<i>EMAIL</i>

Site Identification Information

Lessee Site Name / Number #: Cahas FCC Antenna Structure Registration #: N/A
 Site Location: 1609 Cahas Mtn. Rd. Boones Mill, VA. LAT:37-07-0.00 /LON:080-00-57.0

Rent & Terms

Commencement Date:	January 1 st , 2016.		
Initial Term:	TEN	10	Years
Number of Extended Terms:	TWO	2	Terms
Duration of Each Extended Term:	FIVE	5	Years
Basic Rent:	Two Thousand Dollars and NO/100	\$1500.00	per month

Name and Address for Notices:

LESSOR: (Notice & Remit To): CAPSTAR RADIO OPERATING CO. 3807 Brandon Ave. SW Suite 2350 Roanoke, VA 24018 Attention: General Manager Telephone: 540-725-1226	LESSEE: (Notice) Franklin County Dept. of Public Safety 1488 Franklin St. Rocky Mt. VA. 24151 Attention: Emergency Communications Coordinator Telephone: 540-483-3091
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Copy To: Clear Channel Vertical Real Estate 2666 Shell Wood Drive Melbourne, FL 32934 Attention: Gary Hess	LESSEE: (Billing) Franklin County Dept. of Public Safety 1488 Franklin St. Rocky Mt. VA. 24151 Attention: Emergency Communications Coordinator
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Copy To: Clear Channel Communications, Inc 200 East Basse Road San Antonio, Texas 78209 Attention: REAL ESTATE	Copy To: Franklin County Dept. of Public Safety 1488 Franklin St. Rocky Mt. VA. 24151 Attention: Emergency Communications Coordinator
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LESSOR INITIALS _____

LESSEE INITIALS _____

EXHIBIT B

LESSEE EQUIPMENT SCHEDULE

LESSEE: Franklin County Dept. of Public Safety, VA.
 Lessee Site Name & Number #: Cahas FCC Antenna Structure Registration #: N/A
 Property Location: 1609 Cahas Mtn. Rd. Boones Mill, VA LAT0:37-07-0.00
 /LON:080-00-57.0

ANTENNA SPACE AND EQUIPMENT

DESCRIPTION	ANTENNA 1 or SECTOR 1	ANTENNA 2 or SECTOR 2	ANTENNA 3 or SECTOR 3	ANTENNA 4 or SECTOR 4	OTHER
Manufacturer & Model #	Sinclair SC412	Sinclair SC412	5' / Commscope VHLP6-11 (TR)	6' / Commscope VHLP6-11 (TR)	TOWER TOP AMP 428D TXRX
Quantity	1	1	1	1	1
Weight	79 LBS	79 LBS	71 LBS	209 LBS	8.9 LBS
Dimensions	21'X5"X5"	21'X5"X5"	4'X30.2"X16.0	6'X36.5"X16.3"	9.25"X5.125"X6"
<u>Mount Type</u>	PSA6 6' Stand Off	PSA6 6' Stand Off	R5 Pipe to pipe	R5 Pipe to pipe	
Mount Height (Rad Center) in feet	100.5	100.5	30'	115'	90'
Line Diameter	7.8" AVA LDF / 7/8"	7/8" AVA LDF / 7/8"	1.32" EWP90-107	1.32" EWP90-107	7/8" AVA LDF / 7/8 1/2" LDF4-50A
# Lines per Antenna	1	1	1	1	2

Other:

TRANSMITTER EQUIPMENT

DESCRIPTION	Transmitter 1	Transmitter 2	Transmitter 3	Transmitter 4	OTHER
Type of Service & CALL SIGN	LMR WQTP670	LMR WQTP670	LMR WQTP670	LMR WQTP670	2LMR WQTP670
Tx Frequency	859.5215	858.1875	859.1875	858.5125	859.5875/857.1875
Rx Frequency	814.5215	813.1875	814.1875	813.5125	814.5875/812.1875
Tx Output Power	53 W	53 W	53 W	53 W	53 W
ERP	239.9 W				

BUILDING or SHELTER SPACE

Lease Area Dimensions	12'X12	Power Requirements if provided by Lessor	(120volt/40 Amps)
Inside Lessor Building	YES	Telco Requirements if provided by Lessor	None
Lessee Shelter or Outdoor Cabinets	NO	Access to Lessor Generator (when available)	YES

Other:

LESSOR INITIALS _____

LESSEE INITIALS _____

EXHIBIT C

DESCRIPTION OF PROPERTY AND SITE PLAN

SEE ATTACHED

EXHIBIT D

NTP CHECKLIST AND SITE TECHNICAL STANDARDS

I. General – Notice to Proceed (NTP Checklist)

Prior to commencement of construction, LESSEE is required to provide the following:

1. Schedule of Construction (start date and estimated completion date; specific dates).
2. Proof on Insurance as more particularly described in the Lease Section 10. (attach copy)
3. Structural Study or Analysis and Reinforcement Design showing the structure will carry the loads as described in the Lease Exhibit B. (if required) (attach copies)
4. Construction Drawings or A&E Drawings or Sketch showing at least one tower elevation and one property drawing showing the placement of the Lessee's equipment on the site. (attach copies)
5. Permits (Zoning, Construction, Electrical) and other governmental authorizations as required by Federal, State, County, or local codes. (attach copies)
6. Contractor/Installer Approval. The name, address, phone and Tax ID (FEIN/TIN) number for the company that will be performing the installation of Lessee's equipment.
7. Lessee's Construction Manager/Supervisor; name, phone and email address.
8. Lessee is required under this lease to wait for WRITTEN APPROVAL from Lessor's engineer before commencing construction.

Commencement of construction prior to written approval or delivery of required may result is a lease default.

Lessor Reserves the right to stop all unauthorized construction.

The following will not be permitted without prior written consent from Lessor's engineer or operations manager:

- a) Equipment which does not conform to FCC Rules and Regulations.
- b) Any equipment without FCC type acceptance.
- c) Non-continuous duty rated transmitters used in continuous duty applications.
- d) Equipment not designed for high-density applications.
- e) Nickel plated connectors.
- f) Add-on power amplifiers not approved by Lessor's engineer or operations manager.
- g) Transmitter outputs without a harmonic filter and antenna matching circuitry.
- h) Changes in operating frequencies not approved by Lessor's engineer or operations manager.

II. Antennas

- a) Mounted only on posts or other specified mounts and only one per mount unless authorized in writing.
- b) All mounting hardware shall be galvanized or made of non-corroding metal.
- c) Tagged with weatherproof labels showing manufacturer, model, frequency range, and owner.
- d) Must be DC grounded type or have appropriate lightning protection installed.
- e) Must meet manufacturer's VSWR specifications.
- f) Antennas with corroded elements must be repaired or replaced.

III. Antenna Mounts

- a) 2" or greater heavy wall galvanized mounting pipes must be used.
- b) No welding or drilling on mounts will be permitted.
- c) Any corroding hardware must be replaced.

IV. Cable

- a) All antenna transmission lines shall be grounded, with appropriate grounding kits, to the tower at the antenna, at the base of the tower and to the building ground system in the equipment room.
- b) All antenna lines to be jacketed Heliax (or equivalent), 1/2" or greater.
- c) Transmission lines must be secured to the antenna mounting posts.
- d) Transmission lines must be secured to the tower at intervals no less than the manufacturers' minimum specification.
- e) When transmission lines are mounted to the exterior face of the Tower, transmission lines shall be painted to match the color(s) of the tower.
- f) Transmission lines must be similarly tagged at both ground elevation and immediately below the point at which they connect to Lessee's Antennas.
- g) All corroded or broken transmission line hangers shall be replaced.
- h) Where no troughs or cable trays exist, all cable must be tied and bundled at not less than 2' intervals.
- i) No kinked or cracked cable will be permitted.
- j) Any cable fasteners exposed to weather must be nylon ultraviolet resistant type or stainless steel.
- k) All inside cables must be run in troughs where provided.
- l) All unused transmission lines and cables must be removed.
- m) All AC power cords must be 3 conductor with grounding plugs.
- n) The use of extension cords will not be allowed.

V. Transmitters

- a) Must meet original manufacturer's specifications.
- b) All shielding must be in place and secure.
- c) Must have a visual indication of transmitter operation.
- d) Must be tagged with Lessee's name, equipment model number, serial number and operating frequencies.
- e) All low lever, pre-driver, and driver stages in exciters must be shielded.
- f) All power amplifiers must be shielded.

VI. Indoor/Outdoor Cabinets & Shelters

- a) All cabinets and shelters must be bonded together and grounded to the supplied grounding point or grounding ring.
- b) Tower mounted cabinets must be securely mounted with stainless steel hardware.
- c) Tower mounted cabinets which are corroded or otherwise structurally unsound must be replaced.
- d) VII. Installation Procedure
- e) Equipment may not be operated until the Lessor's engineer or operations manager has approved the installation in writing.
- f) Equipment must remain within its designated tower or floor/ground space at all times.
- g) All installations must be maintained in a neat and orderly manner.

VIII. Miscellaneous

- a) The Lessor's engineer or operations manager must approve access to the Tower and elevator (if any) in advance.
- b) Doors to equipment and building spaces shall be closed and locked at all times.

DRAFT**TOWER AND GROUND SPACE LICENSE AGREEMENT**

This Agreement is made and entered into the 1st day of May 2016, by and between **USCOC of Virginia RSA #3, Inc.**, a Virginia corporation, Attention: Real Estate, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631 (hereinafter referred to as "Licensor") and **County of Franklin, Dept. of Public Safety**, , having an address of 1255 Franklin St. Rocky Mount, VA. (hereinafter referred to as "Licensee").

WHEREAS, Licensor has a leasehold interest in certain real property located at 650 Brown Hill Road, , City of Henry in Franklin County, Virginia, at coordinates 36° 52" 01.70' North, 80° 01" 55.1' West (the "Site"). The Site is legally described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Licensee desires to occupy, and Licensor is willing to provide, attachment locations upon the Tower (the "Tower") for the placement of Licensee's antennas, cabling and ancillary equipment (the "Tower Space") as well as certain space on the ground adjacent to the Tower (the "Ground Space"), collectively the Tower Space and the Ground Space shall be referred to hereinafter as the "Licensed Space", for Licensee's cellular common carrier mobile radio telephone base station.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. License Conferred. Licensor hereby confers upon Licensee, and Licensee hereby receives and accepts from Licensor, a license and privilege, which shall be irrevocable for the stated duration hereof unless otherwise stated herein, to do all of the following:

- (a) Occupy with one (1) Sinclair antenna (model #SE419-SF3PALDF-DI – 103" in height) and one (1) 7/8" coax cable at a radiation center height of one hundred thirty one and one half (131.5') feet above ground level; one (1) Sinclair antenna (model #SC412-HF2LDF-DI – 251.5" in height) and one (1) 7/8" coax cable at a radiation center height of one hundred twenty six and one half (126.5') feet above ground level; one (1) Andrew VHLP6-11 Microwave antenna (6' x 3') and one (1) EW90-107 cable at a radiation center height of one hundred thirty three (133') feet above ground level; one (1) Andrew VHLP3-11 Microwave antenna (3' x 2') and one (1) EW90-107 cable at a radiation center height of one hundred fifteen (115) feet above ground level; one (1) Andrew VHLP3-11 Microwave antenna (3' x 2') and one (1) EW90-107 cable at a radiation center height of one hundred eleven (111) feet above ground level; one (1) SitePro Ice Sheild #ISMD6 at a height of one hundred forty four two hundred (144') feet above ground level; all, more particularly described in Exhibit B, oriented in such

directions as shall be in accordance with Licensee's needs, subject to existing attached devices of other users;

(b) Occupy up to Six Hundred Fifty Two (652) square feet of ground space adjacent to the Tower with Licensee's cellular common carrier mobile radio telephone base station transceiver and associated equipment upon a poured concrete foundation, as shown in attached Exhibit C. Licensee's cabinet, transmission lines, radio communications facilities, including without limitation generator, utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures thereto, shall be collectively referred to as "Licensee's Equipment."

(c) Extend and connect lines for signal carriage and amplifier power between Licensee's antennas upon the Tower and Licensee's Equipment upon the ground;

(d) Extend and connect utility lines and related infrastructure between Licensee's Equipment and suitable utility company service connection points;

(e) Traverse the Site as reasonably necessary to accomplish Licensee's purpose contemplated herein.

(f) Licensor's right of access to the Site is an easement granted in the underlying Prime Lease between Licensor and the owner of the Site. Licensee has read this underlying Prime Lease agreement and is satisfied with the easement rights Licensor is able to grant to Licensee. Licensor makes no representations regarding rights to access the Site; and

2. Improvements and Purpose.

(a) Use. Licensee shall be permitted to use the Site and the Tower to install, operate, and maintain thereon common carrier radio base station equipment, including system networking, station control and performance monitoring functions, and for no other use or purpose. Licensee's installation of Licensee's Equipment on the Tower and the Site shall be limited to the antennas and other equipment and frequencies agreed upon in advance by Licensor. Licensee's equipment shall at all times comply with and conform to all laws and regulations applicable thereto, and shall be subject to Licensor's review and approval which shall not be unreasonably withheld, conditioned or delayed, regarding Licensee's placement of equipment, method of installation, and all other matters which Licensor deems, in Licensor's reasonable opinion, to affect Licensor's own operations or interests.

(b) Plans and Specifications. Licensee, at the Licensee's expense and prior to commencing the installation of Licensee's Equipment, shall submit to Licensor the following: (i) detailed site plans and specifications setting forth the proposed antennas and other equipment, the height and location of such equipment, and the construction, installation, and other work to be performed on the Tower and the Site, (ii) a structural analysis of the Tower addressing the installation of additional antennas and other equipment on the Tower by the Licensee and

demonstrating that the installation of such equipment shall not exceed the load capacity of the Tower, and (iii) a list of all known frequencies licensed or assigned to Licensee by the Federal Communications Commission (the "FCC") to be used at the leased Site. Licensee shall not install any equipment or commence any work on the Tower or Site until Licensor approves, in writing, Licensee's site plan, plans and specifications, structural analysis and frequencies, such approval to be given in Licensor's reasonable/sole and absolute discretion. If Licensor does not approve Licensee's site plan, plans and specifications, structural analysis or frequencies, Licensee may not install or construct Licensee's Equipment on the Tower or the Site.

(c) Limited Use of Tower. Licensee's installation of Licensee's Equipment on the Tower and the Site shall be limited to the portion of the Tower structure for which Licensee has been granted a license and the portion of the Site for which Licensee has been granted a license, and Licensee shall not have the right to use Licensor's Equipment or other portions of the Tower or the Site.

(d) Time of Installation. Licensee's installation of Licensee's Equipment on the tower and the Site shall be performed on dates and at times and within time frames approved by Licensor in writing and shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment unless Licensor agrees to such interruption or interference in writing.

(e) Compliance with Laws. Licensee's installation of Licensee's Equipment shall be in compliance with all present and future laws, regulations, and requirements of all federal, state or local authorities, and Licensee shall deliver to Licensor, prior to installing Licensee's Equipment on the Tower and the Site or structurally enhancing the Tower, all certificates, permits, licenses and other approvals required by any federal, state or local authority to install Licensee's Equipment or structurally enhance the Tower.

3. Duration. The initial term of this License Agreement shall be five (5) years, commencing on the earlier of installation or June 1, 2016 and expiring on June 31, 2021. Thereafter, provided that it has faithfully performed its obligations under this License Agreement, Licensee shall have the option to extend its occupation of the Licensed Space, continuing all the same conditions and provisions hereof, for two (2) additional terms of five (5) years each. This License Agreement shall automatically renew unless Licensee shall notify Licensor, in writing, of Licensee's intention not to renew this License Agreement, at least one hundred twenty (120) days prior to the expiration of the initial term, or as applicable, any additional term.

4. License Fee. Licensee shall pay to Licensor as a License Fee pursuant to this License Agreement in the basic amount of Seven Hundred Fifty Dollars (\$750.00) per month which amount shall be due on the first (1st) day of each calendar month. Payments not received by the tenth day of the month when due shall be subject to the imposition of a late payment charge at the rate of five percent (5%) per month until paid. Annually, on the first day of June and every year thereafter for the duration of this License Agreement, the amount of the monthly license fee which Licensee shall pay to Licensor shall be increased by an amount equal to five percent (5%) of the License Fee in effect during the previous year. Until further notice, checks

should be made payable to USCOC of Virginia RSA #3, Inc and mailed to P.O. Box 958814, St. Louis, Missouri, 63195. Licensor's FEIN is 72-1176997.

5. Utilities. Licensee shall solely and independently be responsible for the separate metering, billing, and payment of utility services consumed by Licensee's operations. Licensor agrees to grant Licensee or its designated utility provider easements reasonably required for the delivery of electricity and telephone services to Licensee's operations.

6. Mechanic's Liens. Licensee shall keep the Tower and the Site free and clear of all mechanic's and materialmen's liens arising from or relating to the installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or the Site and Licensee's structural enhancement of the Tower, if any, and for a one hundred twenty (120) day period after completion of the installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or the Site or any structural enhancements to the Tower. If a mechanic's or materialmen's lien is filed against the Tower or the Site as a result of Licensee's installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or the Site or structural enhancement of the Tower, Licensee shall cause any such lien to be bonded or discharged of record within twenty (20) days of being notified of the lien. If Licensee fails to bond or discharge the lien within such twenty (20) day period, Licensor, in addition to any other rights or remedies available at law or equity, shall have the right to discharge the lien by paying the amount claimed to be due or to bond the lien. Any amount paid by Licensor in discharging or bonding any lien together with all costs and expenses, including, without limitation, attorneys fees and costs, shall be immediately due and payable by Licensee upon demand from Licensor and Licensee agrees to indemnify and hold Licensor harmless from all such amounts.

7. Taxes. Licensor shall be responsible for payment of all personal and real property taxes assessed directly upon and arising solely from the Tower and Licensor's Equipment or use of Licensor's communications system on the Site; provided, however, if Licensor's personal or real property taxes increase as a result of Licensee's Equipment or any improvements constructed by Licensee on the Site, Licensee shall be responsible for payment of the increase in Licensor's personal and real property taxes. Licensee shall be responsible for payment of all personal property and any other taxes assessed directly upon and arising from Licensee's Equipment or the Licensee's use of Licensee's Equipment on or about Tower or the Site.

8. Maintenance and Repairs.

(a) Tower and Licensor's Equipment. Licensor shall be responsible for proper maintenance of the Tower, and Licensor covenants to keep the Tower in good condition and repair, and in compliance with rules and regulations enforceable by the Federal Communications Commission, the Federal Aviation Administration, and other governmental authorities, provided, however, in the event Licensee's Equipment cause increased maintenance, repairs, or replacements to the Tower, Licensee shall pay the cost of the increased maintenance, repairs and replacements to Licensor within thirty (30) days of receipt of written notice and copy of an itemized invoice from Licensor. Licensee shall be responsible for the proper maintenance of Licensee's Equipment.

(b) Licensee's Equipment. Licensee, at Licensee's expense, shall maintain, repair and replace Licensee's Equipment during the term or any renewal terms of this Agreement provided that any alterations, modifications, repairs or replacements to Licensee's Equipment do not increase the number of antennas, cables or other equipment in the Tower Space, or increase the size or weight thereof, or materially alter the location or appearance thereof without prior written approval from Licensor. In order to protect the integrity of the Tower, Licensee agrees that any maintenance, repair and/or replacement performed on the Licensee's Equipment on the Tower or Site shall be done in a workmanlike manner and all work shall be performed in a manner consistent with Licensor's high quality construction standards. Further, any maintenance, repair or replacement work performed on the Licensee's Equipment shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment unless Licensor agrees to such interruption or interference in writing. Prior to the commencement of any maintenance, repair or replacement work on the Licensee's Equipment, Licensee shall submit detailed plans and specifications of the maintenance, repair and replacement work to be performed to Licensor for Licensor's written approval. Licensor shall have the right to approve the plans, specifications and contractor prior to the commencement of any maintenance, repair or replacement work on the Licensee's Equipment, all at Licensee's expense. Licensee shall have twenty-four (24) hour access for routine maintenance of bay station equipment. Licensee shall provide Licensor with at least forty-eight (48) hours notice prior to any maintenance, repair or replacement that requires access to the Tower unless an emergency exists, in which case notice shall be provided to Licensor at least twenty-four (24) hours after access to the Tower or Site has occurred. Licensor shall have the right to have a representative present during any maintenance, repair or replacement on the Licensee's Equipment that requires access to the Tower or the Site.

9. Access. Licensee shall at all times have unrestricted access to Licensee's equipment; provided, however, that its access to the Tower shall be limited to the installation, removal, and periodic maintenance of Licensee's antennas and lines at Licensee's sole expense by a qualified tower services contractor approved in advance by Licensor, which approval shall not be unreasonably withheld, conditioned or delayed.

10. Interference. Licensee agrees not to allow any use of Licensee's Equipment, the Tower, or the Site that may cause interference with or cause the improper operation of the Tower, Licensor's related equipment, Licensor's communications signal or system, or any third party's equipment or communications system located on the Tower prior to Licensee's use of the Tower. In the event Licensee's Equipment or Licensee's use of the Tower or the Site causes any interference with or the improper operation of the Tower, Licensor's related equipment or communications system or any third party's equipment or communications system located on the Tower prior to Licensee's use of the Tower, Licensee, upon notification of such interference, agrees to promptly remedy such interference at Licensee's cost and, if necessary, agrees to immediately cease operations (other than tests) until such interference is corrected to Licensor's sole satisfaction. Licensor agrees not to allow any subsequent third party's use of equipment, the Tower, or the Site that may cause interference with or cause the improper operation of the Tower, the Licensee's related equipment, or the Licensee's communications signal or system. In the event any subsequent third party causes measurable interference with or the improper operation of the Tower, Licensee's related equipment or communications system, Licensor, upon notification of such interference, agrees to promptly remedy such interference to Licensee's sole satisfaction, at Licensor's cost.

11. Interruptions. Licensor and Licensee agree that Licensor shall have no responsibility or liability whatsoever for interruptions, disruptions, or failures in the Licensee's Equipment or the operation of the Licensee's Equipment including, without limitation, equipment failures, utility failures, structural failures, or otherwise. Licensor shall not give any unauthorized access to Licensee's Equipment; however, Licensor shall not be responsible to Licensee for any unauthorized access thereto. In all maintenance, repair, or replacement work performed by Licensor on Licensor's Equipment or the Tower, Licensor shall take all reasonable steps to not interrupt or interfere with the operation of Licensee's communications system or equipment without Licensee's written agreement.

12. Compliance with Laws. Licensee shall comply with all present and future laws, regulations, and requirements of all federal, state, and local governments and their agencies as they relate to the use, operation, maintenance, repair, replacement, and occupancy of the Tower, the Site, and the Licensee's Equipment, as the case may be. Without limiting the foregoing, the Licensee shall at all times use, operate, maintain, repair, replace, and occupy the Tower, and the Site, and the Licensee's Equipment, as the case may be, in accordance with all FCC, FAA, and all other regulations, ordinances or laws.

13. Compliance with FCC Radio Frequency Emissions Requirements.

(a) It shall be the responsibility of the Licensee to ensure that Licensee's use, installation, or modification of Licensee's radios, signal carriage devices and antennas (Licensee's Equipment") at the Site does not cause radio frequency exposure levels of all the existing equipment located at the Site and in the surrounding vicinity including the Licensee's Equipment, Licensor's equipment and all other transmitting equipment in the vicinity to exceed those levels permitted by the Federal Communications Commission ("FCC"). Licensor shall require other communications users of the Site to bear the same responsibility.

(b) If it is determined that the radio frequency levels at the Site and surrounding vicinity exceed exposure levels set by the FCC and the responsible party causing such exposure cannot be identified, then Licensee shall reconfigure Licensee's Equipment, including but not limited to reducing power levels, as reasonably directed by Licensor, and shall equitably share in all expenses incurred by Licensor as are necessary in order to meet FCC compliance levels.

(c) Licensee shall reimburse Licensor, within 30 days following receipt of an invoice from Licensor, for reasonable expenses or costs incurred by Licensor to perform FCC RF compliance tests for human exposure to RF radiation as a result of the installation, existence or subsequent modification of Licensee's Equipment at the Site.

(d) Licensee agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Site in non-compliance, Licensee will cooperate with Licensor and other users of the Site to bring the Site into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Site into compliance.

(e) Licensee acknowledges and agrees that, upon reasonable prior notice (except for emergency situations), Licensee shall reduce operating power or cease operation of Licensee's Equipment when it is necessary to prevent the overexposure of workers on the Tower to RF radiation.

14. Mutual Indemnification. Each party shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the other party, against all claims, losses, costs, expenses, damages, and liabilities arising from: (i) the negligence, willful misconduct or strict liability of such party, or its agents, employees, or contractors; or (ii) any material breach by such party of any provision of this Agreement. Neither party shall be responsible or liable to the other for any claim, loss, cost, expense, damage or liability arising from any claim to the extent attributable to any acts or omissions of the other party or to other third parties at the Tower or Site.

15. Insurance. Licensee shall have adequate insurance at all times at Licensee's expense which coverages shall include but are not limited to the following: Commercial Workers' Compensation Insurance as required by law, Commercial General Liability Insurance with a minimum combined single limit of \$5,000,000 covering personal injury and property damage, completed operations, independent Licensees and contractual liability (which may be provided in any combination of primary and excess coverage); Employer's Liability Insurance with a minimum combined single limit of \$1,000,000; and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of \$1,000,000. The foregoing insurance shall be issued on an occurrence basis, shall be primary with respect to any liability assumed by Licensee hereunder, shall specifically name Licensor as an additional insured, and include a waiver of subrogation in favor of Licensor. Licensee shall provide Licensor with certificates of insurance evidencing the required coverage and shall give Licensor thirty (30) days written notice if the coverage represented in these certificates is reduced or canceled.

Notwithstanding the foregoing, neither Licensee nor any employee, contractor, subcontractor or agent of Licensee shall allow any person to enter upon or climb on the Tower without inclusion of such person under its insurance policy coverage as required hereunder or without ensuring that such person is adequately insured and using appropriate preventive fall protection.

16. Opportunity to Cure Defaults. If Licensee fails to comply with any provision of this License Agreement which Licensor claims to be a default hereof, Licensor shall serve written notice upon Licensee specifying the default, whereupon a grace period of thirty (30) days shall commence to run during which Licensee shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional thirty (30) days, provided Licensee makes a good faith showing that efforts toward a cure are continuing.

17. Transfer of Licensee's Interest. Licensee's interest under this License Agreement shall be assignable by Licensee, without the necessity of obtaining Licensor's consent, in connection with the transfer to the named holder of a FCC license or to an affiliate, subsidiary or partner of Licensee, provided, however, no such assignment shall relieve Licensee of any obligation under this License Agreement and Licensee and any assignee shall be jointly and

severally liable under this License Agreement. Any other assignment of this License Agreement by Licensee shall require Licensor's prior written consent.

18. Multiple Users. Licensee shall not sublet or otherwise subdivide the Licensed Space or any portion thereof, or permit the Licensed Space to be occupied by multiple simultaneous users claiming through or under Licensee.

19. Removal of Licensee's Property. Licensee's Equipment are agreed to be Licensee's personal property, and Licensee shall at all times be authorized to create security interests in said property specifically itemized, and to remove said property from the Licensed Space free from any lien of Licensor. Upon the expiration or earlier termination of this Agreement, Licensee (i) shall remove Licensee's Equipment in a good, efficient, and workmanlike manner and in compliance with all applicable legal requirements, (ii) shall repair any damage caused to the Tower and the Site caused by such removal, (iii) shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment in removing Licensee's Equipment, and (iv) shall surrender the Tower and the Site in good condition, ordinary wear and tear excepted. In the event Licensee fails to remove any of Licensee's Equipment from the Tower or the Site within thirty (30) days of the expiration or earlier termination of this Agreement, Licensee shall be deemed to have abandoned Licensee's Equipment and Licensor shall be free to remove and dispose of Licensee's Equipment in any manner determined by Licensor, in Licensor's sole and absolute discretion, and without any liability to Licensee therefor. If Licensee is deemed to have abandoned Licensee's Equipment to Licensor, pursuant to the preceding sentence, Licensee shall reimburse Licensor within five (5) days of Licensee's receipt of an invoice from Licensor, for all costs incurred by Licensor in removing and disposing of Licensee's Equipment, such obligation to reimburse Licensor to survive the termination of this Agreement. Notwithstanding the foregoing, Licensee shall not have the right to, and may not, remove any structural enhancements to the Tower, such structural enhancements becoming the property of Licensor upon the expiration or earlier termination of this Agreement.

20. Default.

(a) Event of Default. The occurrence of one (1) or more of the following events shall constitute an "Event of Default" hereunder:

(i) Monetary Default. The failure by Licensee to make any payment of rent or any other payment required to be made by Licensee hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof is received by Licensee from Licensor.

(ii) Other Default. The failure by a party to observe or perform any of the covenants or provisions of this License Agreement to be observed or performed by such party, where such failure shall continue for a period of fifteen (15) days after written notice thereof is received from the other party; provided, however that it shall not be deemed an Event of Default by a party if the other party commences to cure such failure within such fifteen (15) day period and thereafter diligently prosecutes such cure to completion.

(b) Termination. If there occurs an Event of Default by Licensee, in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the right to terminate this License Agreement and all rights of Licensee hereunder. If there occurs an Event of Default by Licensor or if any permit or any approval of any federal, state or local government entity is cancelled, expires, terminated or withdrawn, or in addition to any other remedies available to Licensee at law or in equity, Licensee shall have the right to terminate this License Agreement without further obligation under this License Agreement other than the removal of Licensee's Equipment.

(c) Licensor's Right to Terminate. Licensor shall have the right to cancel and terminate this License Agreement without penalty upon 180 day written notice to Licensee and provided that Licensor gives Licensee the opportunity to purchase the permanent improvements and assume Licensor's obligations at the Site. THIS 180 DAY TERMINATION PROVISION ONLY APPLIES IF THE LICENSOR, ITS SUCCESSORS OR ASSIGNS ELECTS TO ABANDON THE SITE OR OTHERWISE DISCONTINUE DOING BUSINESS AT THIS LOCATION. THIS PROVISION DOES NOT APPLY TO NORMAL SALE OF THE FACILITY OR BUSINESS, TRANSFER OF OWNERSHIP, OR OTHER TRANSACTIONS THAT ARE NOT INTENDED TO TERMINATE USE OF THE SITE.

21. Destruction. If the Tower is totally or substantially destroyed, Licensor, in Licensor's sole and absolute discretion, may terminate this License Agreement or may rebuild the Tower at Licensor's expense. If Licensor elects to terminate this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual rent that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate. If Licensor elects to rebuild the Tower, Licensee shall not be required to pay rent while the Tower is being rebuilt unless Licensor provides Licensee with alternative space.

22. Condemnation.

a. Permanent and Entire Condemnation. In the event the Tower and the Site are permanently and entirely taken or condemned for public purposes or sold to a condemning authority under threat of condemnation, this License Agreement shall terminate on the date of condemnation or sale. Upon termination of this Agreement, Licensor shall reimburse Licensee the pro rata share of the annual rent that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate.

b. Temporary or Partial Condemnation. In the event the Tower and the Site are temporarily taken or condemned in their entirety or in the event a portion of the Tower or the Site is temporarily or permanently taken or condemned, Licensor shall have the right to terminate this License Agreement by giving Licensee written notice thereof or to provide alternative space to Licensee, such alternative space to be acceptable to Licensee in Licensee's sole and absolute discretion. If the alternative space is unacceptable to Licensee, Licensee shall

give Licensor written notice thereof and, upon Licensor's receipt of such written notice, this License Agreement shall terminate. If either Licensor or Licensee elects to terminate this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual rent that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate, except for the parties' obligations concerning termination.

c. Condemnation Award. Licensor shall receive the entire condemnation award for the Tower, Licensor's Equipment and the leasehold interest in the Site and Licensee hereby assigns to Licensor any and all right, title and interest of Licensee in and to such award. Licensee shall have the right to recover from such authority, but not from Licensor, any compensation awarded to Licensee on account of Licensee's Equipment, Licensee's moving and relocation expenses, and Licensee's license interest.

23. Quiet Enjoyment. Licensor covenants that Licensee shall have quiet enjoyment of the Licensed Space throughout the duration of the License Agreement, as the same may be renewed and extended, and that Licensor will not intentionally disturb Licensee's occupation thereof as long as Licensee is not in default under this License Agreement.

24. Attorney's Fees. In any action at law or in equity, the substantially prevailing party shall be entitled to recover the reasonable costs and expenses of its successful case, including reasonable attorney's fees and costs of appeal from the non-prevailing party.

25. Binding Effect. All of the covenants, conditions, and provisions of this License Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

26. Entire Agreement. This License Agreement constitutes the entire contract between the parties, and supersedes any prior understanding or oral or written agreements between them respecting the within subject matter.

27. Modifications. This License Agreement may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

28. Severability. If any term of this License Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this License Agreement, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

29. Authority. The persons who have executed this License Agreement represent and warrant that they are duly authorized to execute this License Agreement in their individual or representative capacity as indicated.

30. Environmental.

a) Definitions: For purpose of this Lease, the Term "Hazardous Substances" shall be defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42

U.S.C. Sections 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define, "Hazardous Wastes" in the Resource Conservation and Recovery Act 42 U.S.C. Sections 6901 et seq., and any regulations promulgated thereto. For purposes of this Lease, the term "Environmental Laws" shall mean any and all local, state and Federal statutes, regulations or ordinances pertaining to the environmental or natural resources.

b) Duty of Tenant: Tenant shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Tenant shall indemnify and hold Landlord harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Lease Premises if caused solely by Tenant or persons acting under the direction and control of Tenant. Tenant shall execute such affidavits, representations and the like from time to time as Landlord may reasonably request concerning Tenant's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Leased Premises.

c) Landlord shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Landlord shall indemnify and hold Tenant harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitations, any and all sums paid for settlement of claims, attorney's fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the property unless caused solely by Tenant or person acting under the direction and control of Tenant. Landlord shall execute such affidavits, representations and the like from time to time as Tenant may reasonably request concerning Landlord's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Property.

d) Effect of Mutual Indemnification: The indemnifications contained in this Section specifically include costs incurred in connection with any investigation of site conditions by either party or third parties or any cleanup remedial, removal or restoration work required by any governmental authority. Notwithstanding any other provisions in this Lease, the provisions of this Section will survive the expiration or termination of this Lease and either party shall have the right to summarily terminate this Lease, without giving notice required under this Lease, in the event of default of the other under this Section.

31. Relationship of Agreement to the Prime Lease. The parties acknowledge that Licensor's interest in and right to use and occupy the Site are derived from and governed by the provisions of the Prime Lease. Licensee understands and agrees that this License Agreement is subject to and subordinate to the provisions of the Prime Lease. Licensor and Licensee acknowledge and agree that in the event Licensor's rights to occupy and use the Site are terminated as a result of the termination or expiration of the Prime Lease, this License Agreement shall terminate upon the effective termination date of said Prime Lease. In the event of any conflict in or between the terms and conditions of this License Agreement and the Prime Lease, the parties agree that the terms, provisions and conditions of the Prime Lease shall control. Licensor and Licensee each covenants to comply with the terms and provisions of said

Prime Lease and to take such steps as shall be necessary to prevent its actions or those of its employees, agents or contractors from resulting in a breach of said Prime Lease.

32. Applicable law. This License Agreement shall be construed, performed and enforced in accordance with the laws of the State in which the Licensed Space is located.

333. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight deliver service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is two (2) days after deposit in the United States mail, as the case may be.

LICENSOR: USCOC of Virginia RSA #3, Inc
Attention: Real Estate Department
8410 West Bryn Mawr Avenue

Chicago, Illinois 60631

LICENSEE: Franklin County
Dept of Public Safety
1255 Franklin St.
Rocky Mount, VA. 24151

34. Waiver of Compliance. Any failure of the Licensee to comply with any obligation, covenant, agreement or condition herein may be expressly waived by Licensor, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

35. Survival. The representations, warranties, and indemnification's contained herein shall survive the termination or expiration of this License Agreement.

36. Other. The submission of this License Agreement for examination and negotiation does not constitute an offer to license space, or a reservation or option, and this License Agreement shall become effective and binding only upon the execution and delivery hereof by both the Licensor and Licensee.

END OF AGREEMENT - SIGNATURE PAGE TO FOLLOW

Site Number: 563379

Site Name: Prillaman

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this *Tower and Ground Space License Agreement* as of the day and year first above written

LICENSOR

USCOC of Virginia RSA #3, Inc.

By: _____

Printed: _____

Title: _____

LICENSEE

Franklin County

By: _____

Printed: _____

Title: _____

EXHIBIT A

BEGINNING AT A 5/8" ROD SET, SAID ROD BEING S 30°26'31" W 269.97' FROM A 1/2" ROD FOUND; THENCE S 59°52'38" E 100.00' TO A 5/8" ROD SET; THENCE S 30°07'22" W 100.00' TO A 5/8" ROD SET; THENCE N 59°52'38" W 100.00' TO A 5/8" ROD SET; THENCE N 30°07'22" E 100.00' TO THE POINT OF BEGINNING, AND CONTAINING 10,000 SQUARE FEET MORE OR LESS.

BEGINNING AT A 5/8" ROD SET, SAID ROD BEING N 59°52'35" W 50.00' FROM THE SOUTHEASTERN CORNER OF THE PROPOSED LEASE PARCEL; THENCE S 30°07'22" W 124.32' TO A 5/8" ROD SET; THENCE S 19°29'16" W 56.30' TO A POINT; THENCE WITH A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 17°18'32", WITH AN ARC LENGTH OF 98.18', WITH A RADIUS OF 325.00', WITH A CHORD BEARING OF S 28°06'32" W, WITH A CHORD LENGTH OF 97.81', TO A POINT; THENCE S 35°47'48" W 9.15' TO A POINT; THENCE WITH A CURVE TO THE LEFT WITH A DELTA ANGLE OF 16°13'35", WITH AN ARC LENGTH OF 92.04', WITH A RADIUS OF 325.00', WITH A CHORD BEARING OF S 28°41'01" W, WITH A CHORD LENGTH OF 91.73', TO A POINT; THENCE S 20°34'13" W 34.69' TO A POINT; THENCE WITH A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 51°52'55", WITH AN ARC LENGTH OF 113.19', WITH A RADIUS OF 125.00', WITH A CHORD BEARING OF S 46°30'41" W, WITH A CHORD LENGTH OF 109.36', TO A POINT; THENCE S 72°27'08" W 25.43' TO A POINT; THENCE WITH A CURVE TO THE LEFT WITH A DELTA ANGLE OF 20°09'12", WITH AN ARC LENGTH OF 87.94', WITH A RADIUS OF 250.00', WITH A CHORD BEARING OF S 62°27'32" W, WITH A CHORD LENGTH OF 87.48', TO A POINT; THENCE S 52°17'56" W 50.62' TO A POINT; THENCE WITH A CURVE TO THE LEFT WITH A DELTA ANGLE OF 25°03'54", WITH AN ARC LENGTH OF 65.62', WITH A RADIUS OF 150.00', WITH A CHORD BEARING OF S 39°45'59" W, WITH A CHORD LENGTH OF 65.10', TO A POINT; THENCE S 27°14'02" W 49.50' TO A POINT; THENCE WITH A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 14°36'48", WITH AN ARC LENGTH OF 38.35', WITH A RADIUS OF 150.00', WITH A CHORD BEARING OF S 34°33'26" W, WITH A CHORD LENGTH OF 38.24', TO A POINT; THENCE S 41°52'50" W 54.89' TO A POINT; THENCE WITH A CURVE TO THE LEFT WITH A DELTA ANGLE OF 6°10'14", WITH AN ARC LENGTH OF 21.39', WITH A RADIUS OF 150.00', WITH A CHORD BEARING OF S 37°47'43" W, WITH A CHORD LENGTH OF 21.37', TO A POINT; THENCE S 33°42'36" W 30.38' TO A POINT; THENCE WITH A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 26°46'12", WITH AN ARC LENGTH OF 50.21', WITH A RADIUS OF 100.00', WITH A CHORD BEARING OF S 48°05'43" W, WITH A CHORD LENGTH OF 49.69', TO A POINT; THENCE S 62°26'49" W 68.99' TO A POINT; THENCE WITH A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 11°16'16", WITH AN ARC LENGTH OF 19.67', WITH A RADIUS OF 100.00', WITH A CHORD BEARING OF S 68°06'57" W, WITH A CHORD LENGTH OF 19.64', TO A POINT; THENCE S 73°45'05" W 24.51' TO A POINT; THENCE WITH A CURVE TO THE LEFT WITH A DELTA ANGLE OF 26°21'37", WITH AN ARC LENGTH OF 23.00', WITH A RADIUS OF 50.00', WITH A CHORD BEARING OF S 60°34'17" W, WITH A CHORD LENGTH OF 22.80', TO A POINT; THENCE S 47°23'26" W 16.57' TO A

EXHIBIT A Cont.

POINT; THENCE WITH A CURVE TO THE LEFT WITH A DELTA ANGLE OF 10°30'00", WITH AN ARC LENGTH OF 13.75', WITH A RADIUS OF 75.00', WITH A CHORD BEARING OF S 42°08'27" W, WITH A CHORD LENGTH OF 13.73', TO A POINT; THENCE S 36°53'77" W 19.24' TO A POINT; THENCE WITH A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 8°27'21", WITH AN ARC LENGTH OF 11.07', WITH A RADIUS OF 75.00', WITH A CHORD BEARING OF S 41°07'07" W, WITH A CHORD LENGTH OF 11.06', TO A POINT; THENCE S 45°20'48" W 71.20' TO A POINT; THENCE WITH A CURVE TO THE LEFT WITH A DELTA ANGLE OF 16°16'25", WITH AN ARC LENGTH OF 21.30', WITH A RADIUS OF 75.00', WITH A CHORD BEARING OF S 37°12'35" W, WITH A CHORD LENGTH OF 21.23', TO A POINT; THENCE S 29°04'23" W 37.11' TO A POINT; THENCE WITH A CURVE TO THE LEFT WITH A DELTA ANGLE OF 26°20'15", WITH AN ARC LENGTH OF 80.44', WITH A RADIUS OF 175.00', WITH A CHORD BEARING OF S 15°54'16" W, WITH A CHORD LENGTH OF 79.74', TO A POINT; THENCE S 02°44'08" W 38.05' TO A POINT; THENCE WITH A CURVE TO THE LEFT WITH A DELTA ANGLE OF 76°26'00", WITH AN ARC LENGTH OF 46.69', WITH A RADIUS OF 35.00', WITH A CHORD BEARING OF S 35°28'52" E, WITH A CHORD LENGTH OF 43.30', TO A POINT; THENCE S 73°41'52" E 25.10' TO A POINT; THENCE WITH A CURVE TO THE LEFT WITH A DELTA ANGLE OF 11°04'26", WITH AN ARC LENGTH OF 19.33', WITH A RADIUS OF 100.00', WITH A CHORD BEARING OF S 79°14'05" E, WITH A CHORD LENGTH OF 19.30', TO A POINT; THENCE S 84°46'18" E 56.09' TO A POINT; THENCE WITH A CURVE TO THE LEFT WITH A DELTA ANGLE OF 14°09'18", WITH AN ARC LENGTH OF 49.41', WITH A RADIUS OF 200.00', WITH A CHORD BEARING OF N 88°09'03" E, WITH A CHORD LENGTH OF 49.28', TO A POINT; THENCE N 81°04'24" E 58.29' TO A POINT; THENCE WITH A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 11°38'04", WITH AN ARC LENGTH OF 162.45', WITH A RADIUS OF 600.00', WITH A CHORD BEARING OF N 86°53'26" E, WITH A CHORD LENGTH OF 162.17', TO A POINT; THENCE S 87°17'31" E 154.15' TO A POINT; THENCE WITH A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 4°41'04", WITH AN ARC LENGTH OF 57.23', WITH A RADIUS OF 700.00', WITH A CHORD BEARING OF S 84°56'59" E, WITH A CHORD LENGTH OF 57.22', TO A POINT; THENCE S 82°36'27" E 32.15' TO A POINT; THENCE WITH A CURVE TO THE LEFT WITH A DELTA ANGLE OF 32°49'53", WITH AN ARC LENGTH OF 57.30', WITH A RADIUS OF 100.00', WITH A CHORD BEARING OF N 80°58'36" E, WITH A CHORD LENGTH OF 56.52', TO A POINT; THENCE N 64°33'40" E 39.24' TO A POINT IN THE NORTHWESTERLY RIGHT OF WAY OF BROWN HILL ROAD.

EXHIBIT B



Station	Depth	Soil	Moisture	Temp	Notes
1	0-10	...	...	...	...
2	10-20	...	...	...	...
3	20-30	...	...	...	...
4	30-40	...	...	...	...
5	40-50	...	...	...	...
6	50-60	...	...	...	...
7	60-70	...	...	...	...
8	70-80	...	...	...	...
9	80-90	...	...	...	...
10	90-100	...	...	...	...



EXHIBIT C



1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40



Franklin County
A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p>AGENDA TITLE: Background check requirement for EMS staff.</p> <p>SUBJECT/PROPOSAL/REQUEST Background check for EMS providers/Enable local background checks for EMS providers/Approve public hearing to approve county ordinance.</p> <p>STRATEGIC PLAN FOCUS AREA: Goal # Action Strategy: Improve process time for EMS agency applicants.</p> <p>STAFF CONTACT(S): Messrs. Robertson, Hatcher</p>	<p>AGENDA DATE: 04/19/2016 ITEM NUMBER:</p> <p>ACTION: Yes INFORMATION:</p> <p>CONSENT AGENDA: Yes ACTION: INFORMATION:</p> <p>ATTACHMENTS:</p> <p>REVIEWED BY: DR</p>
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BACKGROUND: Pursuant to § 32.1-111.5, each person who, on or after July 1, 2013, applies to be a volunteer with or employee of an emergency medical services (EMS) agency must submit fingerprints and provide personal descriptive information to be forwarded by the Office of EMS (Office) along with his fingerprints through the Central Criminal Records Exchange (CCRE) of the Virginia State Police to the Federal Bureau of Investigation, for the purpose of conducting a state and national criminal history check. In 2015 the General Assembly enacted legislation that would allow this background check to be conducted locally which would decrease the processing time for EMS agency applicants for both volunteer and career agencies. Franklin County currently has no ordinance that allows for local processing of these background checks.

DISCUSSION: Pursuant to § 32.1-111.5 local EMS agency applications are processed through the Public Safety office for a local driving history and state criminal background check. When that is completed the applicant is sent a fingerprint card that must be taken by the applicant to the sheriff's office where the applicant is fingerprinted. The completed card is returned to the Public Safety office where it is mailed to the Virginia Office of EMS for a national criminal records database search to be conducted through the Virginia State Police at the expense of the Office of EMS. When the national criminal history record search is completed by the state police the report is returned to the Office of EMS where a letter is prepared and sent by US Mail to the Public Safety office. The letter simply states whether the applicant is eligible or ineligible for affiliation with an EMS agency in Virginia. The process typically takes between 4 and 6 weeks to be completed. This leads to an extreme delay in processing EMS provider applications which sometimes results in applicants losing interest in volunteering with a local agency. In 2015 the General Assembly allowed localities to conduct national criminal history searches, at the localities expense, provided a letter was submitted to the Office of EMS stating that the applicant is eligible or ineligible to be affiliated with a EMS agency. In most localities the sheriff's office has waived the processing fees associated with conducting the national criminal history request for those localities that have adopted such an ordinance. In preparation of this proposal, Public Safety staff contacted the Sheriff's Office regarding the fees for conducting background checks on EMS providers. The Sheriff has agreed to provide the background checks for EMS providers at no cost.

Staff drafted the following proposed ordinance for the Board to consider. This draft has been reviewed by the County Attorney. The ordinance reads as follows:

ARTICLE VII - PUBLIC SAFETY

Sec. 8-124. - Background investigations of applicants for public employment and volunteer positions.

- (a) In the interest of public welfare and safety, under the provisions of Code of Virginia § 19.2-389, § 32.1-111.5, and 15.2-1503.1, the director of human resources or his designee, who shall be located in a government entity, shall require any applicant who is offered or accepts employment with the county department of public safety, or who is offered or accepts a volunteer position with either the department of public safety, or volunteer emergency medical services department(s) within the County of Franklin to submit to fingerprinting and to provide personal descriptive information to be forwarded along with the applicant's fingerprints through the Central Criminal Record Exchange to the Federal Bureau of Investigation for the purpose of obtaining criminal history information regarding such applicant. Where authorized under the provisions of Code of Virginia § 15.2-1503.1, the county may require such applicants to pay for the cost of fingerprinting or a criminal records check, or both.
- (b) Criminal history information considered in accordance with this section shall include outstanding warrants, pending criminal charges and records of conviction. Records of dispositions which occurred while an applicant was considered a juvenile shall not be referenced unless authorized by court order, federal regulation or state statute authorizing such dissemination.
- (c) Any applicant who is denied employment or rejected as a volunteer on the basis of an investigation summary obtained in accordance with this section may inspect that summary for the purpose of clarifying, explaining or denying the information therein.
- (d) The criminal history information provided in accordance with this section shall be used solely to assess eligibility for public employment or service, and shall not be disseminated to any person not involved in the assessment process.

Staff has spoken with the Sheriff who has agreed to waive any fees associated with processing EMS criminal history records. Once the ordinance is approved staff will develop a plan to comply with the requirement to submit a letter to the Office of EMS as outlined in § 32.1-111.5.

RECOMMENDATION: Staff respectfully requests that the Board of Supervisors approve the proposed ordinance for a public hearing.

ARTICLE VII - PUBLIC SAFETY

Sec. 8-124. - Background investigations of applicants for public employment and volunteer positions.

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(b) Criminal history information considered in accordance with this section shall include outstanding warrants, pending criminal charges and records of conviction. Records of dispositions which occurred while an applicant was considered a juvenile shall not be referenced unless authorized by court order, federal regulation or state statute authorizing such dissemination.

(c) Any applicant who is denied employment or rejected as a volunteer on the basis of an investigation summary obtained in accordance with this section may inspect that summary for the purpose of clarifying, explaining or denying the information therein.

(d) The criminal history information provided in accordance with this section shall be used solely to assess eligibility for public employment or service, and shall not be disseminated to any person not involved in the assessment process.

PUBLIC NOTICE
FRANKLIN COUNTY, VIRGINIA
A HEARING ON THE PROPOSED FY' 2016-2017 BUDGET

In Accordance with Sections 15.2-2503 and 15.2-2506 of the Code of Virginia, as amended, on **Tuesday, April 19, 2016 at approximately 6:00 P.M.** or soon thereafter, the Franklin County Board of Supervisors will conduct a hearing on the proposed FY' 2016-2017 County budget at the Government Center, 1255 Franklin Street, Suite 104, in Rocky Mount, Virginia.

On **Tuesday, April 26, 2016, at approximately 6:00 P. M.**, the Board will meet in the Franklin County Board of Supervisors Meeting Room in the Franklin County Government Center, Suite 104, Rocky Mount, Virginia to consider the adoption of the FY' 2016-2017 budget and to set the appropriate tax levies for local taxation. The following synopsis of the budget is provided for fiscal planning purposes only. No entry in the budget constitutes an obligation on the part of the County until such funds are appropriated by the Franklin County Board of Supervisors.

SYNOPSIS OF THE PROPOSED BUDGET FOR FISCAL YEAR FY' 2016-2017

<u>Expenditure Function</u>	<u>Proposed Expenditures</u>	<u>Percent of Budget</u>
General and Financial Administration	\$4,293,914	3.2%
Judicial System	\$2,724,453	2.0%
Public Safety	\$14,204,176	10.6%
Public Works	\$3,588,083	2.7%
Health and Welfare	\$11,786,911	8.8%
Schools	\$84,620,868	63.3%
Recreation and Cultural	\$1,976,134	1.5%
Community Development	\$2,866,548	2.1%
Debt Service	\$3,975,988	3.0%
Non-Departmental	\$536,645	0.4%
Capital Outlay	\$3,235,501	2.4%
Utilities	\$24,000	0.0%
Sub-Total	<u>\$133,833,221</u>	<u>100.0%</u>
Transfers Between Funds	<u>\$40,970,941</u>	
Total	<u>\$174,804,162</u>	

<u>Revenue Function</u>	<u>Proposed Revenues</u>	<u>Percent Of Budget</u>
General Property Taxes/Other Local Taxes	\$60,431,778	45.2%
State Funds – County	\$15,793,398	11.8%
State School Funds	\$40,587,087	30.3%
Federal School Funds	\$8,082,801	6.0%
Local School Funds	\$3,052,828	2.3%
Other County Funds	\$5,885,329	4.4%
Sub-Total	<u>\$133,833,221</u>	<u>100.0%</u>
Transfers Between Funds	<u>\$40,970,941</u>	
Total	<u>\$174,804,162</u>	

COUNTY OF FRANKLIN
PUBLIC NOTICE
HEARING ON SETTING OF TAX LEVIES

In accordance with Sections 15.2-1427 and 15.2-2507 of the Code of Virginia, as amended, notice is hereby given that the Franklin County Board of Supervisors will conduct a public hearing on ***Tuesday, April 19, 2016***, at approximately ***6:00 P. M.*** in the Government Center, 1255 Franklin Street, Suite 104, Rocky Mount, Virginia.

**A HEARING TO SET TAX LEVIES FOR THE FOLLOWING
CLASSES OF PROPERTY:**

1. Setting a tax levy of \$.55/\$100 of assessed value on real estate, public service corporation property, and mobile homes; pursuant to the authority of 58.1-3200, 58.1-3201, 58.1-3202, 58.1-3203, 58.1-3204, 58.1-3205 of the Code of Virginia, as amended.
2. Setting a tax levy of \$2.36/\$100 of assessed value on personal property, pursuant to the authority of 58.1-3500, 58.1-3501, 58.1-3502, 58.1-3503, 58.1-3506 of the Code of Virginia, as amended.
3. Setting a tax levy of \$1.89/\$100 of assessed value on personal property, classified as heavy construction machinery, including but not limited to land movers, bulldozers, front-end loaders, graders, packers, power shovels, cranes, pile drivers, forest harvesting and silvicultural activity equipment and ditch and other types of diggers owned by businesses pursuant to the authority of 58.1-3508.2 of the Code of Virginia, as amended.
4. Setting a tax levy of \$0.70/\$100 assessed value on machinery and tools based on original cost and declining depreciation over a 7-year period. By the seventh year of depreciation, the effective rate is \$0.28 per \$100 assessed value. This rate is levied pursuant to the authority of 58.1-3507(B) of the Code of Virginia, as amended.
5. Setting a tax levy of \$1.08/\$100 of assessed value on merchants' capital, pursuant to the authority of 58.1-3509, and 58.1-3510 of the Code of Virginia, as amended.

Sharon K. Tudor, MMC
Clerk
Franklin County Board of Supervisors

FRANKLIN NEWS POST: FRIDAY, APRIL 8 & 15, 2016 EDITIONS

FRANKLIN COUNTY
Board of Supervisors



Franklin County
A Natural Setting for Opportunity

EXECUTIVE SUMMARY

AGENDA TITLE: FY2017-2022 Secondary Six Year Plan (SSYP)	AGENDA DATE: April 19, 2016	
SUBJECT/PROPOSAL/REQUEST: Secondary System Construction Program for Secondary County Roads.	ACTION:	INFORMATION:
STAFF CONTACT(S): Robertson, Whitlow, Cooper and VDOT staff (Todd Daniel)	CONSENT AGENDA: ACTION: YES INFORMATION:	
	ATTACHMENTS: No	
	REVIEWED BY: BR	

BACKGROUND:

The Commonwealth of Virginia requires the Board of Supervisors to review and adopt, by resolution, the Secondary Six Year Plan (SSYP) annually.

Funds for the Secondary Six Year Plan (SSYP) and the construction budget are derived from state and federal fuel taxes, vehicle title fees, vehicle sales tax and one-half cent of the State's general sales tax. The predictability of funding amounts is greatly dictated by the financial climate of the times and changes of funding levels by the federal government. Therefore, in dealing with construction funds, especially in the Secondary Six Year Plan (SSYP), VDOT is dealing with approximations or projections. The Secondary Six Year Plan is based on estimated funding which is provided by the Financial Planning Division of VDOT.

DISCUSSION:

The Commonwealth Transportation Board (CTB) should adopt a funding scenario for FY2017-2022 during their regular scheduled meeting in April. The adoption of a funding scenario will allow VDOT staff to provide the Board of Supervisors the allocated funding for the FY2017-2022 SSYP.

Last year there was no projected allocation of monies for unpaved roads beginning in the FY2021. The only funding source was TeleFee funding of approximately \$ 152,256.00. If the FY2022 allocations are similar to last year, VDOT would recommend that the Board of Supervisors use the funds to continue funding the Route 865, Timberline Road, Rural Rustic project instead of adding any new unpaved roads to the plan. If projected allocations reflect funding in excess of that needed to fully fund the Route 865, Timberline Road, Rural Rustic project, VDOT will work with the Board of Supervisors to create a new project for addition to the SSYP.

RECOMMENDATION:

Staff respectfully requests that the Board of Supervisors hold a public hearing at its May 17th regularly scheduled meeting for the FY2017-2022 Secondary Six Year Plan (SSYP) consideration, adoption, and resolution.

Last Year's

Adopted

FY2016-2021

Secondary Six

Year Plan

**Secondary System
Franklin County
Construction Program
Estimated Allocations**

Fund	FY2018	FY2017	FY2016	FY2019	FY2020	FY2021	Total
CTB Formula - Unpaved State	\$83,672	\$102,146	\$116,761	\$125,836	\$120,940	\$0	\$549,357
Secondary Unpaved Roads	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TeleFee	\$159,249	\$159,249	\$159,249	\$159,249	\$159,249	\$159,249	\$955,494
Residue Parcels	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STP Converted from IM	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal STP - Bond Match	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Formula STP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MG Formula	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BR Formula	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other State Match	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal STP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$242,921	\$281,395	\$276,010	\$285,087	\$280,189	\$159,249	\$1,504,851

Board Approval Date:

Bob K. D.C. 6-9-2015

Residency Administrator

Date

BEDFORD RESIDENCY

JUN 05 2015

R. S. E. Hyatt 6/2/15

County Administrator

Date

District: Salem
 County: Franklin County
 Board Approval Date:

SECONDARY SYSTEM CONSTRUCTION PROGRAM (In dollars)

2016-17 through 2020-21

Route PPMS ID Accomplishment Type of Funds Type of Project Priority #	Road Name Project # Description FROM TO Length Ad Date	Estimated Cost	Previous Funding SSYP Funding Other Funding Total	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS						Balance to complete	Traffic Count Scope of Work FHWA # Comments
					2016-16	2016-17	2017-18	2018-19	2019-20	2020-21		
RL0718 56471 RAAP CONTRACT BR/STP,STP MIN PLAN/FED- AID/SECONDARY 0001.00	COLONIAL TURNPIKE 0718033334 RTE. 718 OVER PIGG RIVER (STL 07828) - BRIDGE REPLACEMENT APPROACHES & BRIDGE OVER PIGG RIVER 0.4	PE \$950,000 RW \$117,314 CON \$4,184,241 Total \$5,251,556 11/18/2020	\$1,634,142 \$388,988 \$1,998,988	\$3,241,457	\$0	\$0	\$0	\$0	\$0	\$0	\$3,241,457	803 Bridge Replacement w/ Added Capacity 14011 State funds - AC for future feder conversion. Review schedule required.
RL0818 53277 RAAP CONTRACT STP Address Plan 0002.00	Scroggs Road 0818032727 Rte 818 - Const. Rd Turn Lane on Rte 818 @ INT. w/ RTE. 122 Intersection with Route 122 0.068 miles south of intersection with Route 122 0.1	PE \$223,900 RW \$170,218 CON \$384,774 Total \$778,892 9/12/2017	\$711,246 \$87,826 \$778,896	\$17	\$0	\$0	\$0	\$0	\$0	\$0	\$17	8800 Reconstruction w/ Added Capact 24000
RL0830 56432 SAAP CONTRACT S No Plan 0003.00	Greenhouse Road 0830033742 RTE 638 - SURFACE TREAT NON-HARDSURFACED ROAD (REBURFACING) Intersection of Rte 671 0.312 Miles North of Rte 671 0.2	PE \$100,142 RW \$0 CON \$328,100 Total \$428,242 5/28/2013	\$438,198 \$0 \$438,198	(\$9,956)	\$0	\$0	\$0	\$0	\$0	\$0	(\$9,956)	Resurfacing 16005
RL0744 56468 STATE FORCE/MANRED EQUIPMENT S No Plan 0004.00	Webster Corner Road 0744033744 RTE 744 - RURAL RUSTIC, BURF TRT NON-HARDSURF RD (REBURF) Intersection of RTE 643 0.7 MI N of Rte 643 0.7	PE \$80,796 RW \$0 CON \$374,081 Total \$454,877 10/23/2014	\$434,877 \$0 \$434,877	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Resurfacing 16005
RL0748 56460 SAAP CONTRACT S No Plan 0005.00	Ferris School Road 0748033745 Rural Rustic - Grate drain & surface treat Intersection Route 40 0.63 mile S Route 40 0.6	PE \$8,573 RW \$0 CON \$233,344 Total \$241,918 1/28/2014	\$198,870 \$88,848 \$341,918	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Resurfacing 16005

District: Salem
 County: Franklin County
 Board Approval Date:

SECONDARY SYSTEM CONSTRUCTION PROGRAM (In dollars)

2016-17 through 2020-21

Route PPMS ID Accomplishment Type of Funds Type of Project Priority #	Road Name Project # Description FRDM TO Length Ad Date	Estimated Cost	Previous Funding SSYP Funding Other Funding Total	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS						Balance to complete	Traffic Count Scope of Work FHWA # Comments
					2016-16	2016-17	2017-18	2018-19	2019-20	2020-21		
RL0836 106101 SAAP CONTRACT No Plan 0008.00	GREENHOUSE RD 0230033786 RTE 630 GREENHOUSE ROAD - RURAL RUSTIC 0.178 MI N RTE. 630 END STATE MAINTENANCE 0.8	PE \$70,000 RW \$30,000 CON \$672,413 Total \$821,413	\$817,928 \$3,488 \$821,413	\$181,916	\$0	\$0	\$0	\$0	\$0	\$0	\$0	788 Reconstruction w/ Added Cape 18004
RL0829 106745 STATE FORCES/HIRED EQUIPMENT No Plan 0007.00	BRIAR MOUNTAIN RD 0629033786 RTE 629 BRIAR MOUNTAIN RD - RURAL RUSTIC END STATE MAINTENANCE 0.83 MI E END STATE MAINTENANCE 0.8	PE \$25,000 RW \$70,000 CON \$314,000 Total \$399,000	\$84,272 \$0 \$84,272	\$370,728	\$81,905	\$218,823	\$0	\$0	\$0	\$0	\$0	282 Resurfacing 18005
RL0881 106749 STATE FORCES/HIRED EQUIPMENT No Plan 0008.00	EDWARDS ROAD 0881033787 RTE 881 EDWARDS RD - RURAL RUSTIC END STATE MAINTENANCE RTE. 880 MORGANS FORK RD 0.8	PE \$25,000 RW \$16,000 CON \$213,000 Total \$253,000	\$0 \$0 \$0 \$253,000	\$283,000	\$0	\$2,872	\$233,818	\$18,918	\$0	\$0	\$0	229 Resurfacing 18005
RL0891 106753 STATE FORCES/HIRED EQUIPMENT No Plan 0008.00	BONSBROOK RD 0891033786 RTE 891 BONSBROOK RD RURAL RUSTIC .9 MI E OF BONSBROOK MILL RD RTE 887 ALEAN RD 0.8	PE \$25,000 RW \$15,000 CON \$282,000 Total \$322,000	\$0 \$0 \$0 \$322,000	\$322,000	\$0	\$0	\$0	\$223,688	\$98,331	\$0	\$0	200 Resurfacing 16005
RL0719 103186 SAAP CONTRACT S No Plan 0010.00	FAWNGDALE RD 0719033789 RTE 719 FAWNGDALE RD RURAL RUSTIC 0.82 MI E OF RTE 608 0.47 MI E RTE 608 0.8	PE \$10,000 RW \$0 CON \$185,178 Total \$195,178	\$120,328 \$74,853 \$195,178	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	58 Resurfacing 16005

District: Salem
 County: Franklin County
 Board Approval Date:

SECONDARY SYSTEM CONSTRUCTION PROGRAM (In dollars)

2016-17 through 2020-21

Route	Road Name	Estimated Cost	Previous Funding	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS						Balance to complete	Traffic Counts Scope of Work FHWA # Comments
					2016-16	2016-17	2017-18	2018-19	2019-20	2020-21		
PPMS ID	Project #		SSYP Funding									
Accomplishment	Description		Other Funding									
Type of Funds	FROM	Ad Date	Total									
Type of Project	TO											
Priority #	Length											
RL063 106189	OLD BROOK RD 0680033780	PE \$3,000 RW \$3,000										86 Resurfacing 10005
STATE FORCEMAINT EQUIPMENT	RTE 886 OLD BROOK RD RURAL RUSTIC	CON \$32,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
B	RTE 834 HARMONY SCHOOL RD	Total \$42,000	\$42,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
No Plan	DEAD END	9/24/2014										
0011.00	0.1											
RL065 106190	TIMBERLINE RD 0680033791	PE \$125,000 RW \$30,000										87 Resurfacing 10005
SAAP CONTRACT	RTE 886 (TIMBERLINE RD) - RURAL RUSTIC	CON \$780,000	\$0	\$0	\$0	\$0	\$0	\$141,368	\$116,748	\$0	\$0	
B	RTE 778	Total \$905,000	\$77,908	\$827,094	\$0	\$0	\$0	\$141,368	\$116,748	\$0	\$0	
No Plan	0.36 MI E OF RTE 781	12/30/2023										
0012.00	1.7											
RL407 100107	1204007 COUNTYWIDE TRAFFIC SERVICES	PE \$0 RW \$0										0 Safety 10021
B	VARIOUS LOCATIONS IN COUNTY	CON \$250,000	\$0	(\$184,989)	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	
9999.99	VARIOUS LOCATIONS IN COUNTY	Total \$250,000	\$436,989	(\$184,989)	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	TRAFFIC SERVICES INCLUDE SECONDARY SPEED ZONES, SPEED STUDIES, OTHER NEW SECONDARY SIGNS
		3/1/2011										
RL405 100178	1204005 COUNTYWIDE ENGINEERING & SURVEY	PE \$0 RW \$0										0 Preliminary Engineering 10018
B	VARIOUS LOCATIONS IN COUNTY	CON \$250,000	\$0	\$297,413	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	
9999.99	VARIOUS LOCATIONS IN COUNTY	Total \$250,000	\$42,507	\$297,413	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	MINOR SURVEY & PRELIMINARY ENGINEERING FOR BUDGET ITEMS AND INCIDENTAL TYPE WORK
		3/1/2011										
RL408 100343	1204008 COUNTYWIDE RIGHT OF WAY ENGR.	PE \$0 RW \$0										0 Right of Way 10016
B	VARIOUS LOCATIONS IN COUNTY	CON \$0	\$0	(\$25,000)	\$0	\$0	\$2,000	\$2,000	\$2,500	\$2,500	\$2,500	
9999.99	VARIOUS LOCATIONS IN COUNTY	Total \$0	\$25,000	(\$25,000)	\$0	\$0	\$2,000	\$2,000	\$2,500	\$2,500	\$2,500	USE WHEN IMPRACTICAL TO OPEN A PROJECT: ATTORNEY FEES and ACQUISITION COST
		1/30/2011										

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FRANKLIN COUNTY
Board of Supervisors



Franklin County
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EXECUTIVE SUMMARY

AGENDA TITLE: Fire and EMS system study project.	AGENDA DATE: 04/19/2016	ITEM NUMBER:
SUBJECT/PROPOSAL/REQUEST: Fire and EMS system study/Have outside study conducted of the current Fire and EMS system/Approve request for Fire & EMS study.	ACTION: Yes	INFORMATION:
STRATEGIC PLAN FOCUS AREA: Goal # Action Strategy: Improve Fire & EMS services to citizens.	CONSENT AGENDA: Yes ACTION:	INFORMATION:
STAFF CONTACT(S): Messrs. Robertson, Hatcher	ATTACHMENTS:	
	REVIEWED BY: BR	

BACKGROUND: Outside studies are often conducted by localities to determine methods to improve services to residents in an effort to develop a strategic plan. These studies typically compare the local services being delivered to other programs in the state and nation and makes recommendations for improvement. There has never been a formal study conducted of the Fire and EMS services offered to Franklin County residents. Staff is often asked to develop plans and initiatives related to improving volunteer service by the Board of Supervisors. The Virginia Dept. of Fire Programs (VDFP) has conducted studies for localities for decades and provides this service at no cost to any Virginia locality. These studies, though conducted by fire programs, include analysis of Emergency Medical Services within the locality and identify measures a locality may take pertaining to improving volunteerism, communication between both volunteer and career entities, improving service to citizens, improving safety of responders, as well as including public input to determine if the local program is meeting the needs of the community.

DISCUSSION: Franklin County has an outstanding Fire and EMS system that is often studied by other localities when they are attempting to adopt improved services to their communities. The Franklin County Public Safety system is a "mixed or combined" system in that both career and volunteer staff provide fire and emergency medical services to the community. Franklin County should be proud of the level of service delivered by its providers as these services are delivered with a high degree of professionalism from both volunteer and career personnel. There is always room for improvement in any system and Franklin County currently finds itself at a crossroads in how it delivers fire and EMS service. The county has been experiencing a decline in the number of volunteer providers for years and programs implemented to address this problem have had little effect in increasing these numbers. As a result of decreased volunteer numbers and an increase in the demand for service, the county may eventually face expanding career staffing in an effort to continue to provide service to residents. Increasing career staff is an expensive proposition and EMS revenue recovery rates have not increased over the years to cover the costs of increased staffing. Likewise, simply hiring additional staff may not be the best solution to the problem as call volumes vary between villages within the county and merely placing career staff in stations may not be economically feasible or the best option to provide service. Additional factors need to be studied to determine if the county is using existing resources efficiently to prevent unnecessary cost to taxpayers. Any changes must come with input from all stakeholders and the public to insure that it is in alignment with the needs of the community and will be supported by citizens.

The proposed study will look at how Fire and EMS services are delivered in the county. It will also include opportunities for input from all stakeholders to include the Board of Supervisors, County Administration, the public, fire and EMS providers and medical direction to insure that all involved have input in the recommendations delivered and that these recommendations are prudent. The study will include measures to improve volunteerism in the community based on what measures are in place and comparing them to the needs relayed to the analysts by volunteers already in the system. The study will also look at whether staffing levels meet current demand and will make recommendations that address current and future needs based on call volumes, geography, and area demographics. The study will also look at the current reporting structure between Public Safety and volunteer agencies to determine if it meets best practices and make recommendations for improvements. Safety concerns from providers will be included in the study that are based on input from those that currently deliver service compared to national and state guidelines. In short, the study will be a detailed and comprehensive review of the Public Safety system that will make recommendations on how to improve services to citizens that are delivered in an efficient and safe manner that meet the financial restrictions faced by the locality. The report will become the basis of strategic plans that the county can use in future planning.

Public Safety welcomes an outside study of the Fire and EMS system. Examples of previous studies conducted for other Virginia localities by the Virginia Department of Fire Programs in conjunction with the Office of Emergency Medical Services are available on the VDFP website. The process typically takes at least 6 months to complete and must be requested by the Board of Supervisors.

RECOMMENDATION: Staff respectfully requests the Board of Supervisors to authorize the County Administrator to request the Virginia Department of Fire Programs to conduct a review of Fire and EMS services in Franklin County.

FRANKLIN COUNTY
Board of Supervisors



Franklin County
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EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Shoreline Stabilization - Award</p> <p><u>SUBJECT/PROPOSAL/REQUEST</u> Request permission to award contract to stabilize shoreline at the Smith Mountain Lake Community Park</p> <p><u>STAFF CONTACT(S):</u> Robertson, Whitlow, Chapman, Tudor</p>	<p><u>AGENDA DATE:</u> <u>ITEM NUMBER:</u> July 21, 2015</p> <p><u>ACTION:</u> YES</p> <p><u>CONSENT AGENDA:</u> YES</p> <p><u>ACTION:</u></p> <p><u>ATTACHMENTS:</u> YES</p> <p><u>REVIEWED BY:</u> <i>BR</i></p>
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BACKGROUND:

The Smith Mountain Lake Community Park was obtained from the Virginia Department of Conservation and Recreation and was developed as a public park by Franklin County in 2009. This park is 37 acres in size and provides a swimming beach, fishing pier, picnic shelters, playground, and walking trails. The Smith Mountain Lake Community Park is Franklin County's only public swimming area as well as one of the few public access points for the lake. Because of this, the park has become popular and regularly sees over ten thousand people visit the swimming beach each year (10,930 in 2015).

The park is a long narrow peninsula with nearly one and half miles of shoreline that lies along the main channel of the lake. A majority of this shoreline is not armored and the resulting wave action from passing boats has caused most of the channel facing shores to become heavily eroded. This erosion has rapidly increased in recent years as boat traffic is creating greater waves. Some of the most exposed areas have eroded to having steep banks that measure over fifteen feet high. These areas are sloughing off large amounts of soil and trees that frequently fall into the lake.

This multi-phased project is prioritized so that areas with the greatest rate of erosion and/or threat to public safety will be completed first. This first phase will address 450 feet of shoreline where erosion has caused hazardous conditions to park patrons and is occurring at the fastest rate..

DISCUSSION

To meet engineering, procurement guidelines and assist with project administration, County staff worked with Stone Engineering to prepare the bid advertisement, assist with the bid process, conduct pre-bid meeting, conduct bid opening and evaluate the bids.

Two bids were received and publicly opened and read aloud on April 5, 2016 at the Franklin County Government Center. Per the directions in the bidding documents, the submitted bids are as follows:

1. Lakeside Marina and Construction, Penhook VA for \$74,140.00
2. AC Shoreline Services, Bedford VA for \$87,256.00

Stone Engineering has verified that Lakeside Marina and Construction is the apparent low bidder and has reviewed their references and have found them to be a responsible contractor. Stone Engineering recommends awarding the bid to the lower bidder, Lakeside Marina and Construction for \$74,140.00.

Funds for the shoreline stabilization construction project were properly budgeted and appropriated in the existing capital fund account (Smith Mountain Lake Park #30300043 57011). If contract is approved, County staff will provide construction oversight on this project.

RECOMMENDATION:

Staff respectfully requests that the Board of Supervisors grant permission to award the contract for Phase 1 of the shoreline stabilizing project at the Smith Mountain Lake Community Park to Lakeside Marina and Construction for \$74,140 as presented.



Civil Engineering and Site Planning

P.O. Box 1058
Rocky Mount, Virginia 24151
TEL (540) 483-0078
FAX (540) 483-5250
EMAIL: dstone@stoneengineering.biz

April 06, 2016

Franklin County Department of Parks & Recreation
2150 Sontag Road
Rocky Mount, VA 24151
Attn: Paul Chapman, Director

RE: FCP&R 2016 Shoreline Stabilization, Phase I
Smith Mountain Lake Community Park
Results of Bid Opening April 05, 2016

Mr. Chapman:

Our office has reviewed the bids and after verification of the calculations we can state the apparent low bidder is Richard G. Dill.

Our office called several of the references on the Bidders Qualification Statement. We can state Mr. Dill has done similar work in a responsible manner and has a very positive reputation.

We would like to recommend the award of the publicly bid "FCP&R 2016 Shoreline Stabilization, Phase I, Smith Mountain Lake Community Park" for the full bid price of \$74,140.00 to Richard G. Dill.

Sincerely,
STONE ENGINEERING, INC.

A handwritten signature in black ink that reads 'Clyde D. Spencer'.

Clyde D. Spencer, PE, LS
Project Manager

FRANKLIN COUNTY
Board of Supervisors



Franklin County
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EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Community Facilities Improvement Program</p> <p><u>SUBJECT/PROPOSAL/REQUEST</u> Requests Board approval for Community Facilities Improvement Program applications.</p> <p><u>STAFF CONTACT(S):</u>Robertson, Whitlow, Chapman, RAC (Recreation Advisory Commission)</p>	<p><u>AGENDA DATE:</u> <u>ITEM NUMBER:</u> April 19, 2016</p> <p><u>ACTION:</u></p> <p><u>CONSENT AGENDA:</u> YES</p> <p><u>ACTION:</u> YES</p> <p><u>ATTACHMENTS:</u> YES</p> <p><u>REVIEWED BY:</u> BR</p>
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BACKGROUND

The Community Facilities Improvement Program is designed to support public parks in Franklin County that are operated by nonprofits, neighborhood associations, community park groups and bodies of faith. This grant provides funding to make physical improvements to community operated parks. The program provides matching grants for a wide variety of projects such as park development, facility improvements and engineering and planning studies.

Three grants were distributed last year to the following organizations: Antioch Community Park for \$5,000 to install a fireplace at their newly constructed picnic shelter, Franklin County Family YMCA for \$5,000 to make improvements to the park bathroom/shelter, and Monte Vista Acres for \$4,200 for park master planning and initial landscaping.

DISCUSSION

The following requests were received for funding this year (see attachments):

- 1) Antioch Community Park requested \$5,000 to construct a walking trail.
- 2) Coopers Cove Community Center requested \$3,800 to improve and expand a parking area.
- 3) Monte Vista Acres requested \$5,000 to construct a playground and install a welcome sign.
- 4) Rocky Mount Center for the Arts requested \$4,400 to paint a mural.

Staff and the Recreation Advisory Commission (RAC) welcomed all four of the requests and greatly appreciate the willingness of these organizations to work with County to improve our community. Staff reviewed each of these applications and used the established criteria to evaluate each one. Staff recommended to the RAC that grants be awarded to Antioch Community Park, Coopers Cove Community Center and Monte Vista Acres. Staff recommended that the request from the Rocky Mount Center for the Arts not be awarded for the following reasons: 1) this project was presented as likely occurring on County property and was not improving a community operated park and 2) staff has spoken with the Town of Rocky Mount and it is possible that they may have a location and funding for this project or a similar one.

On 3/3/16 the RAC unanimously voted to recommend to the Board of Supervisors that grants be awarded to the following organizations: Antioch Community Park, Coopers Cove Community Center, and Monte Vista Acres.

Funds for this grant would come out of existing capital funds (Community Park Development account #30300120 57011). If approved, County staff will provide oversight to ensure that match support is met before reimbursement funds are distributed.

RECOMMENDATION:

The Recreation Advisory Commission and Staff respectfully request the Franklin County Board of Supervisors' consideration for approving Antioch Community Park, Coopers Cover Community Center and Monte Vista Acres for the Community Facility Improvement Grant.

Franklin County Community Facilities Improvement Program

Program Guidelines

I. Purpose of the Community Facilities Improvement Program

The Program is designed to provide the means for nonprofits, neighborhood associations, community park groups, bodies of faith, and the County to join in partnership with each other to make physical improvements that will enrich the lives of our citizens, enhance the identity and quality of life, and encourage a strong sense of community.

The Program provides matching grants for a wide variety of projects and physical improvements. Some examples of eligible projects include the following:

- Park Development
- Public Recreational Facility Improvements
- Streetscape, ROW Beautification
- Engineering and planning studies
- Other items that will improve neighborhood livability and vitality

The Program is generally intended for capital construction projects and studies. The goal is to have projects constructed in a reasonable period so the neighborhood and community can point with pride to a completed project.

Applicants are encouraged to involve the youth of the community in the planning, design, and execution of the improvements. A limited amount of staff design assistance is available to applicants who request it. The design assistance will help the applicant refine the project scope and provide enough detail to receive estimates for fabrication, construction, and/or installation.

II. Eligible Applicants

Neighborhood Associations, non-profits, bodies of faith, community groups, and private citizens who sign an agreement to manage a facility for general public use are eligible to apply for grants for projects that are **within the county limits**.

Non-profit groups that engage with the purpose of maintaining and developing community recreational facilities should be constituted for the general welfare of and benefit of the residents in Franklin County. All associations must have written by-laws, hold regularly scheduled meetings, and be open to all residents.

III. Eligible Project Types

1. Park/Recreational Planning and/or Design Project —

Produce a plan, design, or report outlining specific actions that will serve as a guide for development of a community parks and recreation amenity.

All applications that meet the eligibility requirements will be evaluated according to a set of criteria. The following criteria for the program are designed to give priority to projects for grant awards. Please keep in mind that we anticipate more projects to be submitted than we can fund.

Selection/Funding Evaluation Worksheet & Criteria

Policy	Yes	No	Points (10 points Max)	Comments
Is the project consistent with the goals and policies of the Franklin County Comprehensive Plan?				
Does the project propose a good approach to a community liability or address a clear and pressing need?				
Will the project address identified parks and recreation system deficiencies in that area of the County?				
Does the project include in-kind contributions or a neighborhood match?				
Is long-term maintenance addressed and provided for?				
Is community support for the project well documented?				
Does the project include opportunities to involve neighbors in shaping and carrying out the project?				
Is the purpose and scope of work of the study clear?				
Does the project implement a specific policy recommendation of the Comprehensive Plan or town/village/overlay district plan?				
Is the land on which the project will be built secured for public access with no restrictions for use?				
Total				

2. Facility Physical Improvement (Construction) Project — Build, enhance, or renovate a structure or site that provides a public benefit.

Project examples

- Landscaping public places
- Beautification projects
- Park improvements
- New playground equipment
- Trails
- Professional Studies or analysis

IV. Project Requirements

Applications for projects must meet the following requirements to be eligible for consideration:

1. Provide a public benefit, resulting in a product that benefits the community. All projects must benefit and be free and open to the general public without restricted use. School grounds that are closed to the public during operating hours are not eligible for funding.

2. All projects must be compatible with adopted County plans and policies.

3. All projects must include a match of 25%. (Match may be either financial or in-kind; if in-kind the tasks and responsibilities must be documented.)

4. The number and size of awards will be limited by the amount of available funding.

5. All projects need to have a concept review by applicable agencies prior to their application. Documentation should be included with application.

6. Any applicable permit fees and approvals that may be required (e.g., street encroachment approval, and sign, building, erosion and soil permits) are the responsibility of the applicant and should be included in the total project cost.

7. Projects to be built on private property must identify an incorporated entity willing to assume all responsibility for project management, ownership and maintenance and all future liability.

8. Long term or routine maintenance must be addressed and provided for.

9. Generally, most projects not completed after three years will be canceled and all monies will go back into the Community Facilities Program budget to be awarded in the next program cycle.

10. Costs associated with social events, such as dinners, special events, lunches, receptions, etc., will not be funded through the Program

11. Costs associated with leasing of private land, equipment, or facilities for general park use will not be eligible. Leasing of equipment for construction purposes shall be an eligible expense.

V. Project Selection Criteria

The following "grades" will be used for evaluation:

100 to 90 Points	Recommend approval to the Board of Supervisors
90 to 80 Points	Recommend partial funding to the Board of Supervisors
Below 80 Points	Assist the Groups in Refining the Proposals Prior to Board Presentation

VI. Process

A. Application (see website for annual date)

Applicants will complete an application for grant funds and attach supporting documentation as necessary. The application should address all of the criteria above. Supporting documents that must be included are: Non-Profit status, Board members, by-laws, title of the land on which the proposed improvement are to occur, an agreement by the landowner that permits all improvements, a signed letter of commitment for maintenance and operation of the facility as proposed by the responsible parties.

B. Review and Selection

All applications must be submitted to the Department of Parks and Recreation. After meeting with the applicant(s), departmental staff will rank the applications and present their findings to the Recreation Advisory Commission (RAC) for their review and comments. A formal presentation to the Board of Supervisors and the request will be approved, denied, or amended.

C. Timelines

Applications will be received once annually.

Applicant's Written Request to Department Due	Applicant Meets with County Staff on Site	Staff Present Applicant Rankings to RAC	Formal Presentation to BOS	Grants Awarded
December 31	January	February	March	April

The Director of Parks and Recreation will have the responsibility to meet with the group to assist them in preparing for a presentation before the Board of Supervisors. County staff will prepare an executive summary of the request for the Board. Applicants will make a formal request for funding to the Board directly.

D. Project is undertaken

The payments in this Program are paid to group that submits the application. To receive payment, grantees will submit invoices and or receipts with a signed report from the executive officer that addresses (at a minimum) monies spent, work completed, work in progress, steps to completion of the project and projected completion date.

E. Tracking

Grantees will be required to give a status report of incomplete projects on a semi-annual basis. The report will address (at minimum) monies spent, work completed, work in progress, steps to completion of the project and projected completion date.

The Franklin County Finance Department will maintain a record on the fund. Staff shall complete an annual report to the Board of Supervisors on the fund and its projects. Projects not completed within three years will be canceled and monies shall revert to the program budget.

F. Grant Limits

Individual grants shall not be awarded in an amount to exceed \$5,000 unless otherwise directed by the Board of Supervisors.



Antioch Community Park at Dugwell

December 27, 2015

**Paul Chapman
Franklin County Department of Parks and Recreation
2150 Sontag Road
Rocky Mount, VA 24151**

Dear Paul

The Antioch Community Park at Dugwell Board continues to find areas of our park that can be improved upon in order to provide a place for the community to get out and play. The park has become a location for a variety of activities and is well used as a baseball practice field, soccer practice field and tennis court. With the recent addition of a covered picnic shelter, we hope to bring in more people to the park for social activities.

The Board has recently reviewed future plans for improvements and is in the process of putting together some fundraising information to fund the improvements. To support these improvements, the Board is requesting additional funding from the Franklin County Community Facilities Improvement Program.

As a central location for youth activities associated with youth sports, the Board feels that we can expand the usability of the park by other age groups if other facilities were available. To support this need, the Board has decided to seek funding for the addition of a 0.22 mile walking path around the current athletic fields to be used by the local community to get out and get some exercise and fresh air while enjoying the beautiful views of the Cahas Mountains. This trail will be flat to allow for all ages to use and will be developed to normal specifications through the use of a specialized contractor.

The Board understands the importance of the quality of the work including the design, foundation and final paving and is seeking local funding to ensure a high quality path. The Board also understands the expense associated with some types of walking paths including asphalt pavements. In order to address the needs of the park and to provide facilities in a reasonable amount of time, we have decided to complete the project in two phases. Phase I will be a compacted gravel path that can be used as is and can also be paved over by asphalt in the future as funding becomes available. This two phase project has been quoted to cost \$14,000 for Phase I and an additional \$17,000 for Phase II. The Board at this time is asking for money to help fund Phase I.

Not included in the estimate which will be covered by the park Board is the final cleanup and reseeded as needed to finalize the path. The long term maintenance will be undertaken by the Board along with the upkeep that has taken place to date on the rest of the park.

The aerial view of the park shows in red the location of the path. The path will skirt the baseball and soccer fields and are not seen to interfere with any of the current activities that occur at the park.

Coopers Cove Community Center
Helping to make Coopers Cove a better community in which to live!
Corner of Coopers Cove Rd & Penick Place
Hardy, VA 24101

Franklin County Parks & Recreation
1255 Franklin Street
Rocky Mount, VA
24151

December 21, 2015

RE: Coopers Cove Community Center Application for Community Facilities Improvement Program

Project: Gravel Parking Lot Improvement: Reclaim and Restore

Coopers Cove Community Center is requesting help with the materials, delivery, possible rental of equipment and minimal labor, for the overdue restoration of our gravel parking lot. The parking lot was originally installed properly and has served adequately. Whereas the base remains functional, the current overall condition of the parking lot is fair. The impact of increased Center usage and weather conditions have resulted in surface deterioration and ruts in the driveway at the entrance to the lot, which is on an incline.

For years the Center has served as this precinct's polling place and host to the Franklin County Library Bookmobile. More recently usage of the Center has increased due to the growth in membership, additional and better-supported/attended events (all of which are open to the public), awareness of facility availability, and our partnership with Franklin County Parks and Recreation. Future goals include increased community-driven programs and services that will result in even greater usage and demand.

Another future goal is to assess the adequacy of the wheelchair ramp at the rear of the parking lot. In an effort to mainstream voters, the Franklin County Electoral Board determined for the last election that all voters use the same accessible entrance. With this new procedure, it is necessary for the Center to ensure safe entry and assure ADA compliance.

To keep costs as low as possible, several Coopers Cove Community Center Officers, Trustees and members have volunteered to assist with this project. Due to the Center's non-profit charitable status, it may be possible to purchase the needed 80 tons of gravel at a discounted price from Rockydale Quarries, Glade Hill.

Micro grant requested funds: Not to exceed \$3,800.00

All required supporting documentation is available and can be provided upon request:

Non-profit status
By-laws
Title of land
List of Board Members
Signed letter of commitment

On behalf of the Coopers Cove Community Center Officers, Trustees and members, thank you for your consideration,

Kay Christiansen, President
Margie Sanders, Treasurer

CCCC is a very important part of the Coopers Cove area and a legacy in Franklin County. It is this locality's polling place, a partner with Franklin County Parks & Recreation and the County Library's Bookmobile.

CCCC is recognized as a 501(c)(3) Public Charity Organization.

Dear Committee Members:

Monte Vista Acres consists of 91 acres donated by Mrs. Annie Webster Williams in 1991 to Monte Vista Church of the Brethren. The church maintains the pre-Civil War homeplace: farm house, family cemetery, and property. A picnic shelter, including a kitchen, men's and women's bathrooms (with showers), and storage is available to the community. There is also a playground, three RV hook-ups, and a couple trails for hiking and 4-wheelers. Monte Vista Acres has been used for many family reunions, music concerts, weddings, overnight scouting events, graduation parties, Vacation Bible School, ice cream socials, Sunday School parties, Motorcycle group gatherings, various church worship services, birthday celebrations, picnics and more. The shelter may be reserved for specific purposes or a place for individuals to simply enjoy on their own.

The park is unique in that it not only offers a much needed recreational area in our portion of the county but it also provides a distinctive location with a great cultural value.

Thanks to your 2015 grant, we now have a phased plan for development or Master Site Plan and are working with Landscape Architect Melissa Board Hodgkinson for a Landscape Design Plan. Our committee has volunteered over 60 hours for maintenance of Monte Vista Acres. We will continue with the new landscape design plan-- purchasing and implementing the landscape and plant materials.

With your 2016 grant, we propose to invest \$4,500.00 for playground reconstruction and \$500.00 for a sign on the picnic shelter and stain. The playground reconstruction will include, but not be limited to: grading and leveling, playground carpet and mulch, a Tractor play structure, Tractor Tire-halves play structure, a Rustic arbor with porch swing (seating for adult supervision), and a Rustic arbor with swings and climbing ladders. We would also like to build a Rustic Horseshoe Pit with additional benches. The sign has been recommended by people who weren't certain that they were in the right place. As we want to be more welcoming, this seems a necessity. Our committee will continue to provide installation and maintenance of the property.

Thank you for your consideration. Please feel free to contact me with any questions.

Sincerely,

Martha Dean
1576 Wades Gap Road
Callaway, VA 24067
(540)334-2696
dean@plowcreek.org

Monte Vista Acres committee members:

Paul Chapman, Rickey and Janice Clingenpeel, James and Lilly Craighead, Gary and Martha Dean, Leonard and Marilyn Donahue, and Clark Jamison



January 21, 2016

Paul Chapman
2150 Sontag Road
Rocky Mount, VA 24151
540-483-9293

To Paul Chapman and the Franklin County Board of Supervisors:

The Rocky Mount Center for the Arts (RMCA) is requesting funds offered through the Community Park Improvement Program to facilitate the installation of a public art mural. Art is known to have the ability to transform and energize a location, and working with the Franklin County Parks and Recreation department we hope to engage the public with a whimsical installation that will reflect and amplify the playful nature of these places.

The Rocky Mount Center for the Arts is a 510(c)(3) non-profit organization based in Rocky Mount, Virginia. The RMCA is working toward its mission to provide unique and meaningful arts programming, to educate the community in the arts, and to build a lifelong audience for the arts here in Franklin County. The proposed project follows this mission by providing the community access to public works of art which are contemplative and engaging, encouraging further communication, education, and participation in the arts.

This proposal is for a Beautification project under the Facility Physical Improvement project type. The RMCA proposes to work with an accomplished muralist from Richmond, Virginia to produce a painted mural in, or on, the buildings at a Parks and Recreation facility. Matt Lively is a highly regarded artist, and has painted murals for the Virginia Museum of Fine Art for their ArtCycle exhibit (currently on display), the Children's Museum of Richmond, and the RVA Street Art Festival (sample images below). His surrealistic use of brightly colored bumblebees riding unicycles creates a playful and uplifting atmosphere anywhere they are found.

The specific location of this project has yet to be determined. In part, this is to allow a consultation with the artist as to the overall scope of the project since he does not know the area. An option to be considered is whether the space would better support a singular large mural, or several smaller murals that work together. Possible locations that provide the most options are the Franklin County Recreation Department on Sontag Road, and the Essig Recreation Center on Technology Drive. Both of these locations are open to the public, and a unique mural at those locations would provide the Parks and Recreation Department a point of interest for the community to explore and enjoy. Another factor dependent upon the mural's location is maintenance. Unless placed in a location that experiences harsh exposure to weather, or heavy wall abrasion (such as blown dirt or sand), the overall expectation for maintenance of the mural is very low.

The RMCA participation in this project will include procurement of materials and equipment that may be necessary for the project, as well as collecting and coordinating volunteer efforts, and raising the matching donation portion toward the project. Depending upon the location and scope of the project the cost of these items may vary considerably. The RMCA will strive to include as many community members who are interested in the project to assist in the execution of the mural.

The budget below is a modest estimate to produce a single mural 12ft x 18ft (approx. 25 hours) which includes five (5) days and six (6) nights of lodging and meals, estimated materials and equipment cost, the estimated labor costs from the RMCA (approx 20 hours), other potential labor cost, and a project margin of 10% in case of cost overrun. The Anticipated Donations category estimates the total in kind donations for materials, room and board, and volunteer labor, as well as monetary donations specifically for this project.

Proposed Project Budget	
Artist Compensation	\$2,500.00
Room & Board	\$850.00
Materials and Equipment Rental	\$650.00
Project Administration, Labor, and Margin	\$1,500.00
Total Project Budget	\$5,500.00
Anticipated Donations (In Kind and Monetary)	-\$1,100.00
Total Funding Request	\$4,400.00

Through this project The Rocky Mount Center for the Arts is working to show three aspects of public Art. One, Art need not be relegated to the galleries and museums. Two, Art can be playful and engaging. And three, incorporating Art in spaces we inhabit produces a beneficial increase in the quality of life of those around that should not be overlooked. This project has the additional benefit in its association with the Parks and Recreation department. The collectives of bees would open the idea of community, and visually reflect the nature of the Parks and Recreation. These bees all move the same direction. They all work toward a common goal. For us, they are the workers who gather together, and create the places for us to play and enjoy, and the places we engage in the beauty of our environment with those around us. We are the worker bees that move forward to a brighter tomorrow, even though we might look a bit silly in doing so.

Thank you very much for your consideration in funding of this project.

Aaron Stubbs
Executive Director

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Franklin County
A Natural Setting for Opportunity

THE FRANKLIN COUNTY BOARD OF SUPERVISORS HELD THEIR REGULAR MONTHLY MEETING ON TUESDAY, APRIL 19, 2016 @ 1:30 P.M., IN THE BOARD OF SUPERVISORS MEETING ROOM LOCATED IN THE GOVERNMENT CENTER, 1255 FRANKLIN STREET, SUITE 104, ROCKY MOUNT, VIRGINIA.

THERE WERE PRESENT:

- Cline Brubaker, Chairman
- Charles Wagner, Vice-Chairman
- Bob Camicia
- Ronnie Thompson
- Tommy Cundiff
- Leland Mitchell
- Tim Tatum

OTHERS PRESENT:

- Brent Robertson, County Administrator
- Christopher Whitlow, Deputy Co. Administrator
- B. J. Jefferson, County Attorney
- Sharon K. Tudor, MMC, Clerk

WHEREAS, the Southwest Virginia Antique Farm Days will be held in Franklin County from June 17, 2016 through June 19, 2016; and

WHEREAS, 2016 is the *13th Anniversary* of the Southwest Virginia Antique Farm Days; and

WHEREAS, the Southwest Virginia Antique Farm Days has grown into one of Franklin County's largest tourism events bringing visitors from all over the region to the community and creating substantial revenue for local businesses; and

WHEREAS, the show brings enjoyment and recreational opportunity to thousands of Franklin County residents annually; and

WHEREAS, the show is made possible only because of the hard work and dedication of the citizens of Franklin County who volunteer their time to host this wonderful event, specifically those associated with the Southwest Virginia Antique & Power Festival, Inc.; and

WHEREAS, the 2016 show welcomed well over 5,000 visitors and exhibitors to Franklin County; and

WHEREAS, the show celebrated the agricultural heritage of the region and the role that mechanization played in Franklin County's growth and prosperity in the 1900's; and

NOW BE IT THEREFORE RESOLVED, the Franklin County Board of Supervisors hereby expresses and acknowledges its sincere appreciation for the contributions that the Southwest Virginia Antique & Power Festival, Inc. and others have made to the economy of Franklin County and to the enjoyment and education of thousands of residents and visitors alike through the 2016 Southwest Virginia Antique Farm Days. The Board of Supervisors declares June 17, 18& 19, to be Antique Farm Days in Franklin County.

FRANKLIN COUNTY
Board of Supervisors

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Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p>AGENDA TITLE: Memorandum of Understanding between Franklin County and the Town of Boones Mill for providing Stormwater Management & Erosion and Sediment Control Plan review and inspection services</p>	<p>AGENDA DATE: 4/19/16</p>	<p>ITEM NUMBER:</p>
<p>SUBJECT/PROPOSAL/REQUEST: Approval to execute MOU with Town of Boones Mill</p>	<p>ACTION:</p>	<p>INFORMATION:</p>
<p>STRATEGIC PLAN FOCUS AREA: Development Services</p>	<p>CONSENT AGENDA: ACTION: Yes</p>	<p>INFORMATION:</p>
<p>STAFF CONTACT(S): Robertson, Whitlow, Jefferson, Sandy</p>	<p>ATTACHMENTS: Yes</p>	
	<p>REVIEWED BY: BR</p>	

BACKGROUND:

In December 2015, Planning Staff presented the Board with information concerning changes to the County's Erosion and Sediment Control and Storm Water Management programs and procedures. This included proposed amendments to Chapter 7, Chapter 27 and establishment of Memorandums of Understanding (MOU) with the Towns of Rocky Mount and Boones Mill. The amendments to Chapter 7 and 27 were adopted by the Board in February 2016.

DISCUSSION:

During the County's annual review by the Virginia Department of Environmental Quality (DEQ), the oversight agency advised that a formal MOU is necessary to demonstrate that currently the County is responsible for the plan review, permitting and enforcement of both the erosion and sediment control and the storm water management programs within the towns. Draft copies of the MOU were sent to both towns for review and comment following the December 2015 meeting. Town and County staff have reviewed the documents as well as attorneys for both localities. The MOU formalizes the responsibilities of both parties in these programs.

Towns within Virginia are not required to have their own erosion and sediment control or stormwater programs. If towns choose not to have their own program, the County regulations (programs) also govern land disturbing activities within town limits.

Boones Mill has adopted and signed the MOU (see attached). The Town of Rocky Mount has not yet approved the MOU. Upon approval by Rocky Mount, that MOU will be forwarded to the Board of Supervisors.

RECOMMENDATION:

Staff recommends that the Board of Supervisors approve the MOU with the Town of Boones Mill and authorize the County Administrator and County Attorney to sign the document that will become effective May 1, 2016. This MOU will remain in effect for a period of two (2) years. In 2018, this MOU could be renewed, if both parties are in agreement.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
FRANKLIN COUNTY AND THE TOWN OF BOONES MILL
FOR PROVIDING STORMWATER MANAGEMENT &
EROSION AND SEDIMENT CONTROL PLAN REVIEW AND
INSPECTION SERVICES**

I. PARTIES AND PURPOSE

This Memorandum of Understanding (MOU) is made and entered into this 1st day of May, 2016 by and between the County of Franklin, Virginia, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "County", and the Town of Boones Mill, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "Town" for the purpose of providing stormwater management plan and erosion and sediment management plan review services and inspections to the Town of Boones Mill.

The Boones Mill Town Council recognizes that in order to maintain a high quality level of customer service to its development/construction community and comply with federal, state, and local requirements of the stormwater management and erosion and sediment control regulations, a close working relationship with the County is desirable and will be made possible through this MOU.

II. SCOPE OF WORK

The County and the Town desire to cooperatively work together to continue to provide an optimum level of customer service to the development/construction community. Therefore, in accordance with Code of Virginia Section 62.1-44.15:27b and 62.1-44.15:54 the Town is entering into this MOU to contract with the County Department of Planning and Community Development so that projects within the Town may be brought under the County's stormwater management and erosion and sediment control regulations found in Chapter 7 of the Franklin County Code, as amended. The Town understands that the County has full control of this program to obtain stormwater management and erosion and sediment plan review services for the review of construction plans, concept stormwater management and erosion and sediment control plans, site stormwater management and erosion and sediment control plans and all or any documents including associated stormwater management and erosion and sediment control reports related to the issuance of Virginia Stormwater Maintenance Program (VSMP) and/or Virginia Erosion and Sediment Control (VESC) permit(s). In addition, the County would conduct all inspection services during construction and post-construction inspection services of stormwater management facilities.

For the period hereinafter set forth, the County and Town will provide the necessary personnel, materials, services, facilities, funds, and otherwise perform all things necessary for or incidental to this MOU.

A. Responsibilities of the Town staff:

1. Accept site and subdivision development plans for projects located in the Town and distribute for review and approval to the appropriate Town and County departments; in a timely manner. Plans should be delivered to County within three (3) business days of submittal to Town;
2. Collect all fees payable to The County of Franklin associated with the project; including stormwater management and erosion and sediment control review and inspection services in accordance with Franklin County Code Chapter 7 Erosion & Sediment Control and Stormwater Management & Chapter 27 Fee Schedule;

3. Submit initial permit fees collected to the County for the stormwater management and erosion and sediment control plan review and inspection services as specified hereinafter;
4. Coordinate and attend pre-review, pre-construction and/or any needed meetings with all parties involved in the review and approval of the Plans;
5. Facilitate all appropriate and/or needed meetings;
6. Confirm that use of property is consistent with Town regulations; and
7. Act as primary point of contact for development review process until plan approval or disapproval has occurred.

B. Responsibilities of the County Planning and Community Development Services:

1. Attend pre-review, pre-construction and/or any needed meetings with all parties involved in the review and approval of the plans; and,
2. Provide basic training and informational materials to the Town so that Town staff can offer suitable advice and support for development inquiries; and
3. Review stormwater management and erosion and sediment control plans for projects in the Town; in accordance with Chapter 7 of Franklin County Code, as amended; and provide recommendations on whether a project proposal meets environmental design to the maximum extent practicable;
4. Review construction plans as they pertain to stormwater and erosion and sediment control;
5. Review stormwater management and erosion and sediment control plans design revisions;
6. Review stormwater management and erosion and sediment control plan studies;
7. Review construction revisions to "issued permits" and manage modification of existing permits;
8. Coordinate all plan review comments and approval/disapprovals with Town manager;
9. Review all design calculations including stormwater management, erosion and sediment control, hydraulic, hydrology, structural, etc.;
10. Approve/disapprove plans and enter the necessary information into the Department of Environmental Quality (DEQ) web based stormwater permitting system, as appropriate;
11. Collect, administer, maintain, reduce, and release development surety necessary for all construction projects; and,
12. Transmit appropriate fees and reports to State of Virginia as required by the Code of Virginia.

III. FEE AND PAYMENT

The County shall provide project review for all projects requiring review in accordance with Chapter 7 of Franklin County Code. The Town shall collect all necessary fees payable to The County of Franklin from the applicant at the time of initial application in accordance with Chapter 27, Fee Schedule, of Franklin County Code and transmit the fees along with the required plans and supporting documentation. All surety related to stormwater and/or erosion and sediment control shall be held by County. Any fees necessary after initial plan submittal shall be collected by the County.

IV. PERIOD OF AGREEMENT AND MODIFICATIONS

This MOU will be effective for TWO (2) years, commencing on the 1st day of May, 2016 and terminating on the 30th day of April, 2018 The MOU may be modified, extended, or

terminated at any time by mutual consent of the parties hereto, or may be terminated by either party by giving 90 days written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day, month, and year indicated:

FOR FRANKLIN COUNTY:

Approved as to Form:

BOARD OF SUPERVISORS OF
COUNTY OF FRANKLIN,
VIRGINIA

B. James Jefferson
County Attorney

By: _____
W. Brent Robertson
County Administrator

STATE OF VIRGINIA
COUNTY OF FRANKLIN, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by W. Brent Robertson, County Administrator on behalf of the County of Franklin.

Registration #: _____
My Commission expires: _____

Notary Public

**FOR TOWN OF
BOONES MILL:**

Approved as to Form:

TOWN COUNCIL OF TOWN OF
BOONES MILL, VIRGINIA

Kathy Wright
Town Attorney

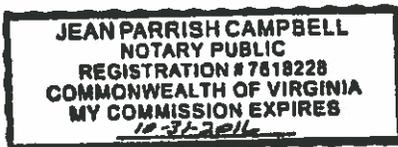
By: _____
Matthew R. Lawless
Town Manager

STATE OF VIRGINIA
TOWN OF BOONES MILL, to wit:

The foregoing instrument was acknowledged before me this 30th day of March, 2016, by Matthew R. Lawless, Town Manager on behalf of the Town of Boones Mill, Virginia.

Registration #: 7618228
My Commission expires: 10-31-2018

Jean Parrish Campbell
Notary Public



FRANKLIN COUNTY
Board of Supervisors



Franklin County
Natural Setting for Opportunity

EXECUTIVE SUMMARY

AGENDA TITLE: 2016-2017 Tourism Microgrants Guidelines Amendments	AGENDA DATE: April 19, 2016	ITEM NUMBER:
SUBJECT/PROPOSAL/REQUEST Board review of proposed changes to the guidelines of the Tourism Microgrant program and request to advertise for applications	ACTION:	INFORMATION:
STRATEGIC PLAN FOCUS AREA: Goal #	CONSENT AGENDA: X ACTION:	INFORMATION:
STAFF CONTACT(S): Robertson, Burnette, Rotenizer	ATTACHMENTS:	REVIEWED BY: BR

BACKGROUND:

The Franklin County Board of Supervisors annually awards small grants to organizations and businesses within the community for promotional expenses related to local tourism-related projects and events. These funds assist with marketing of those events and/or programs, while at the same time assisting Franklin County in promoting itself to potential visitors. Funding for the Tourism MicroGrant Program is generated by the transient occupancy, or lodging tax, applied to the motels, hotels and bed & breakfast properties in the County. The purpose of this MicroGrant program is to increase the local tourism industry thus creating new jobs, attracting new tourists, spawning new hospitality-related investments and improving the quality of life for Franklin County residents. For 2016-2017, \$20,000 has been proposed within the Franklin County Tourism budget for these awards. Changes to the guidelines are necessary to determine program ability to draw tourists to the community.

DISCUSSION:

These changes are to help demonstrate and document program is bringing tourists to the community.

RECOMMENDATION:

It is recommended that the Board approve the Staff recommendations for Tourism MicroGrant Program guidelines changes and authorize Staff to begin the process of advertising for applications.

Program Overview

- **Applications must be received no later than 5:00 p.m., June 1, 2016** and may be mailed or delivered to David Rotenizer, Division of Tourism & Film, 1255 Franklin Street, Suite 112, Rocky Mount, VA 24151. Grant forms and instructions also are available online at www.FranklinCountyVA.gov

- This is a 1:1 **matching grant** and the maximum amount of the Tourism MicroGrant to any one organization regardless of the number of events or projects is \$4,000.

- Awards under this program shall include, but are not limited to events, fairs, festivals and other projects promoting the tourism industry in Franklin County, Virginia. Only Franklin County based businesses or organizations may receive grant funds and those funds can only be used for events that are held in Franklin County.

- The grant application must include a detailed description of the project that is no more than three pages in length, an attached marketing breakout, a contact information page, an event/project budget, a report of funding sources, a signed disclosure and a completed application certification form.

***Current copy of W-9 (IRS Taxpayer ID and Certification)**

- The beginning event or project date may not be earlier than July 1, ~~2015~~ **2016**. No cost incurred before that date will be reimbursed by the grant and the period of service of all invoices must fall within the beginning and ending project dates specified on the project application. All requests must be completed and billed prior to June 30, ~~2016~~ **2017**.

- Approved grant recipients must provide the Franklin County Division of Tourism & Film with a final report detailing the outcome of the event or project and it must include copies of print ads, brochures and other related materials funded by the grant. Supporting documentation will include, but is not limited to, invoices for such items as advertising and creative expenses, appropriate tear sheets and vendor/supplier invoices.

- The applicant must disclose in the application any personal financial benefit to be gained or conflicts of interest that may exist regarding any member of the applicant business or organization.

- The grantee must submit event or project details to the Division of Tourism & Film no later than ~~ONE MONTH~~ **THREE MONTHS** prior to the event date for inclusion on the Franklin County tourism website. Information may be submitted by email, fax or mail. **If approved award is within three months of event, it must be immediately submitted.**

- The event or project must also be listed on the Virginia Tourism Corporation website at www.Virginia.org (~~please see attached directions or contact the tourism office for assistance~~). **(All listings must follow Franklin County Division of Tourism & Film Guidelines for Virginia.org Submissions – please contact for details).**

• All grant recipients will be required to maintain a website **and/or Facebook Page** and provide a link to their website **and/or Facebook Page**. All projects receiving funding from the Franklin County Tourism MicroGrant Program are required to visually and/or audibly display the Franklin County brand identity and logo, *Franklin County – A Natural Setting for Opportunity*. The Franklin County Division of Tourism & Film also reserves the right to require brand identification on any approved project as part of the application and/or require that the applicant appropriately display the county's tourism website, www.VisitFranklinCountyVa.org, and apply a link from the grantee's website to the Franklin County tourism website **and/or Facebook Page**. **Facebook pages must reflect active status at least three months prior to an event (3-4 posts per month).**

***High resolution images must be submitted for each funded project.**

***Any material to be printed and/ or published (digital and/or paper) with funding through the MicroGrant Tourism program must be submitted to the Franklin County Division of Tourism & Film for review prior to publication to ensure they meet graphic standards.**

***Preference given to projects that leverage funding from multiple sources (grants, donations, other).**

***Evidence of partnerships encouraged.**

• The Franklin County Division of Tourism & Film ~~reserves the right to~~ require the **collection of zip codes from event/attraction participants and/or the** placement of surveys or allowance of Franklin County representatives to survey participants and/or guests at the grantee's event(s). Data obtained from surveying attendees and/or guests at an event can be extremely valuable to both Franklin County and the grantee's business or organization in deciding where and how to market events. Franklin County agrees to share all data related to your event with the grantee's business or organization **in a confidential manner.**

***Attendance numbers must be collected for each event (on daily basis for multiple day events). Describe how attendance was determined.**

***What is the net profit or loss for event/program.**

• Grants will be distributed on a reimbursement basis only.

• Failure ~~provide event summary information~~ **to fulfill the terms and conditions** from prior Microgrant awards ~~may~~ **will** be a disqualifying factor for **current and** future grant awards.

• Amount of award for successful applicants will be judged on an individual basis and scored using a variety of weighted selection criteria, including positive impact on tourism. ~~market of the community.~~

If you have any questions or need assistance, please do not hesitate to contact our office.

David E. Rotenizer

Division of Tourism & Film

Franklin County Office of Economic Development

1255 Franklin Street, Suite 112

Rocky Mount, VA 24151

Office: (540) 483-3030

Fax: (540) 483-3035

David.Rotenizer@FranklinCountyVA.gov



Franklin County
A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> New Business Park Return on Investment Study Results</p> <p><u>SUBJECT/PROPOSAL/REQUEST</u> Presentation of the Return on Investment Study completed by Chmura Analytics and Timmons Group</p> <p><u>STRATEGIC PLAN FOCUS AREA:</u> <u>Goal # 5 – Economic Development Strategy</u> <u>Action Strategy:</u></p> <p><u>STAFF CONTACT(S):</u> Messrs. Robertson, Burnette</p>	<p><u>AGENDA DATE:</u> 4/19/2016</p> <p><u>ACTION:</u> YES</p> <p><u>CONSENT AGENDA:</u> <u>ACTION:</u></p> <p><u>ATTACHMENTS:</u></p> <p><u>REVIEWED BY:</u> <i>LR</i></p>	<p><u>ITEM NUMBER:</u></p> <p><u>INFORMATION:</u></p> <p><u>INFORMATION:</u></p>
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BACKGROUND:

For a number of years, Franklin County has worked on the creation of a new business park to handle economic development needs for decades to come. Over the past 12 months, the Board of Supervisors has purchased and/or optioned nearly 550 acres of property on US 220 North for the new park and has spent considerable time and money to study the potential park to ensure the greatest possible return for County taxpayers. The latest such study is a review of the overall economic impact of the park during and after being filled with new businesses. This Return on Investment Study, authored by Chmura Analytics with the assistance of Timmons Group, provides the County with a good estimate of what impact the new business park will have on tax revenues, employment, and existing local businesses.

DISCUSSION:

Representatives of Chmura Analytics and Timmons Group will be on hand to present the findings of the Return on Investment Study. The speakers will review the process by which they came to their conclusions and discuss how the County's investment in the new park will lead to much greater private business investment and job growth for the community.

RECOMMENDATION:

Staff respectfully requests that the Board of Supervisors hear the Return on Investment Study presentation and review its findings.

Proclamation

*Municipal Clerks Week
May 1 - May 7, 2016*

Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations.

Whereas, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now, Therefore, We the Franklin County Board of Supervisors, do recognize the week of May 1 through May 7, 2016 as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Sharon K. Tudor, MMC and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this _____ day of _____, 2016

*E. Cline Brubaker
Chairman*

Attest: _____

To uphold constitutional government and the laws of my community;

To so conduct my public and private life as to be an example to my fellow citizen;

To impart to my profession those standards of quality and integrity that the conduct of the affairs of my office shall be above reproach and to merit public confidence in our community;

To be ever mindful of my neutrality and impartiality, rendering equal service to all and to extend the same treatment I wish to receive myself;

To record that which is true and preserve that which is entrusted to me as if it were my own; and

To strive constantly to improve the administration of the affairs of my office consistent with applicable laws and through sound management practices to produce continued progress and so fulfill my responsibilities to my community and others.

46th Annual

Municipal Clerks Week

May 1 - May 7, 2016



MUNICIPAL CLERKS WEEK

May 1 - 7 2016



Although it is one of the oldest positions in local government, few people realize the vital services Municipal and Deputy Clerks perform for their community. Primarily, they act as the cornerstone of their council. Do you know what your Municipal Clerk does for your Community? Here's just a few of the many duties your Municipal Clerk may do:

- Maintains the official council minutes, ordinance books, records and documents.
- Indexes all official actions of council.
- Issues licenses and permits.
- Processes contracts and agreements.
- Keepers of community history and vital records.
- Receives, distributes and files correspondence from citizens and other governmental agencies.
- Administers elections, registration and voting. It takes Municipal Clerks months to organize and prepare this key element in the democratic process which must be done correctly for the whole system to work!
- Acts as a key liaison between local government and its citizens.
- Handles significant financial responsibilities including preparation of tax rolls, special assessments and budgets.
- Provides central services such as personnel, purchasing, etc.



One of local government's deep-rooted titles is the Municipal Clerk, and their duties have expanded over the years. Today, modern technology assists them with their increasing responsibilities. IIMC provides the tools to be sure your Municipal and Deputy Clerks can properly operate new computer applications, are current regarding the latest records management techniques and other relevant information, and they may return to the classroom to increase their knowledge of these issues, to learn new material and sharpen old skills- all in order to give you the best service possible!



IIMC has sponsored Municipal Clerks Week since 1969. In 1984 and in 1994, Presidents Ronald Reagan and Bill Clinton, respectively, signed a Proclamation officially declaring Municipal Clerks Week the first full week of May and recognizing the essential role Municipal Clerks play in local government. During this week, Municipal Clerks throughout the world will host open houses and tours of the Municipal Clerk's office, visit local schools and participate in other various events.



Ask your Clerk about it today!

