



**AGENDA**  
**FRANKLIN COUNTY BOARD OF SUPERVISORS**  
**TUESDAY JUNE 16, 2020**

THE MEETING WILL BE CONDUCTED IN COMPLIANCE WITH (**ORDINANCE #02-04-2020**)  
**EMERGENCY ORDINANCE TO EFFECTUATE TEMPORARY CHANGES IN CERTAIN DEADLINES**  
**AND TO MODIFY PUBLIC MEETING AND PUBLIC HEARING PRACTICES AND PROCEDURES TO**  
**ADDRESS CONTINUITY OF OPERATIONS ASSOCIATED WITH PANDEMIC DISASTER**

All County residents are encouraged to continue participation in public meetings of the Franklin County Board of Supervisors. To facilitate public participation, the Board will continue to update their website with options for citizens to participate.

Please continue to monitor the County's Website ([www.franklincountyva.gov](http://www.franklincountyva.gov)) or call the County Administration office (540) 483-3030 for ways to continue citizen participation during this unprecedented time.

Citizens wishing to submit public comment are required to alert Madeline L. Sefcik, Clerk to the Board via email at [madeline.sefcik@franklincountyva.gov](mailto:madeline.sefcik@franklincountyva.gov) or at (540) 483-3030 before 12:00 PM on June 16, 2020.

12:00           **BROADBAND AUTHORITY MEETING (B75)**

1:30            Call to Order, Chairman Mitchell

1:31            Invocation, Supervisor Tommy Cundiff

1:32            Pledge of Allegiance Lorie Smith

1:35            Public Comment

1. Steve Angle, Mayor Town of Rocky Mount
2. Bill Richardson (Strawberry Banks SUP)
3. Everette Boone (Constitution Convention Event Invitation)
4. Dr. Martin Woodard (5G Internet)
5. Chuck Hitzemann (Short-term Rental SUP)
6. Tyhessia Stephens (Historical Monument)

1:50            **CONSENT AGENDA (REQUIRES ACTION)**

- Approval of Accounts Payable Listing, Appropriations, and approval of May 19, 2020, May 26, 2020 and June 2, 2020 Board of Supervisors Meeting Minutes
- 1. EMS Ambulance Purchase (**Attachment #1**)

2:00            Todd Daniel, VDOT Residency Administrator

1. Monthly Report (**Attachment #2**)

2:10            Captain Denney, Virginia State Police

1. Status of Franklin County Coverage (**Attachment #3**)

- 2:25 Steven Sandy, Director of Planning and Community Development
1. Mathena Special Use Permit **(Attachment #4)**
  2. Temple Special Use Permit **(Attachment #5)**
  3. Khawaja Special Use Permit **(Attachment #6)**
  4. Short-Term Rentals **(Attachment #7)**
- 2:50 Brian Carter, Director of Finance
1. Monthly Finance Report
- 3:00 Mike Burnette, Director of Economic Development and Brian Carter, Director of Finance
1. Local CARES Act Funding Overview **(Attachment #8)**
- 3:15 Christopher Whitlow, County Administrator
1. Upcoming Events
  2. Other Matters
- 3:20 Other Matters by Supervisors

- 3:30 Request for Closed Meeting in Accordance with 2.2-3711, (A)(1), Personnel Discussion of appointments to County Boards, Commissions, etc.; (A) (3) Discussion of the acquisition of real property or the disposition of real property; (A) (5) Discussion concerning a prospective business or industry or the expansion of an existing business or industry; (A)(7) Consultation with legal counsel, (A) (29) Discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body, of the Code of Virginia, as amended.

### **APPOINTMENTS** **(Attachment #9)**

#### ***Recess for Dinner***

- 6:00 Call to Order, Chairman Mitchell
- 6:01 Recess for Previously Advertised Public Hearings as Follows:
1. The Franklin County Board of Supervisors will hold a public hearing to consider proposed amendment to **(Chapter 1- General Provisions: Section 1-17; Provision local courthouse security) (Attachment #10)**
  2. In accordance with the provisions of Section 15.2-1800 of the Code of Virginia, as amended, notice is hereby given to all interested parties that the Board of Supervisors of the County of Franklin, Virginia will conduct a public hearing on a proposed easement for electrical power infrastructure on County property located at the Summit View Business Park, Rocky Mount, Virginia with said property identified as a portion of Franklin County Tax Map #0370005400. The County of Franklin is interested in providing an easement to Appalachian Power Company for the location of certain electrical infrastructure and related improvements and rights of way within the park. **(Attachment #11)**

3. **APPLICATION for SPECIAL USE PERMIT-** Application of Karen S. Saunders, Applicant and Owner, requesting a Special Use Permit with possible conditions to allow for the short-term tourist rental of a dwelling on an approximate 6.71-acre property. The property, currently zoned A-1, Agricultural, is located at 345 Hermitage Road in the Union Hall District of Franklin County and further identified by Franklin County Real Estate Records as Tax Map/Parcel # 0470007000. The short-term rental of a tourist dwelling is a permitted use by issuance of a special use permit in A-1, Agricultural, zoning districts. The property has a future use designation of Low Density Residential. **(Attachment #12)**
  
4. **AMENDMENT TO FRANKLIN COUNTY COMPREHENSIVE PLAN-** Application of Franklin County, requesting a comprehensive plan amendment of the Franklin County Facilities Map, identified as Map # 21, in the 2007 Franklin County 2025 Comprehensive Plan adopted by the Board of Supervisors in May 2007. The purpose of requesting the review is to update the existing Franklin County Facilities Map by adding existing and proposed public safety facilities, to add existing or proposed government office and facilities, and to update all existing elementary schools. The Franklin County Facilities Map is located in the Appendix 2 of the Comprehensive Plan. **(Attachment #13)**
  
5. **APPLICATION for SPECIAL USE PERMIT-** Application of Franklin County Public Safety, and County of Franklin, Owners, requesting a special use permit, with possible conditions, to allow for the construction of an emergency services facility for the Glade Hill Fire/EMS Station. The property is approximately 5.43 acres, currently zoned A-1, Agricultural, and located at 9825 Old Franklin Turnpike in the Union Hall District of Franklin County and further identified by Franklin County Real Estate Records as Tax Map/Parcel # 0660004201. The property has a future land use designation of Low Density Residential. Emergency service facilities are a permitted use by issuance of a special use permit in A-1 zoning districts. **(Attachment #14)**

**Public Comment Period Continued (if any citizen wishes to speak)**  
*Adjournment Thereafter*

**Broadband Authority Reconvenes**

Recess for Previously Advertised Public Hearings as Follows:

1. Pursuant to the provisions of Section 56-575.17 of the Code of Virginia of 1950, as amended, the Franklin County Broadband Authority will hold a public hearing.

The Franklin County Broadband Authority advertised for and received solicited conceptual proposals from Blue Ridge Tower, Inc. (BRT), and Shenandoah Telecommunications Company (Shentel), to enter into a public-private partnerships to provide fixed wireless broadband services and fiber/cable services, respectively, under the provisions of the Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA), Virginia Code §§ 56-575.1 et seq. The PPEA is an alternative procurement method by which the Authority may solicit proposals or accept unsolicited proposals for creative and innovative public-private partnerships for solutions to issues of public infrastructure, planning, and provision of services.

This BRT proposal calls for BRT to construct eight new towers throughout the county ranging from 80-195 feet in height, six to be owned by the Authority, as well as connecting fiber optic cable. In addition, the proposal calls for utilizing four existing towers. The Shentel proposal calls for extending approximately 7.5 miles of new fiber to the home in the Union Hall area of the county. The estimated cost of design, engineering, and construction for the entire project is approximately

\$4.6 million, with contingencies for unfavorable subsurface conditions. BRT would then locate fixed wireless communications equipment on the new towers, as well as on the existing facilities in the County. Deployment is expected within 18 months. In return, it would provide wireless broadband internet to the general public on a nondiscriminatory basis. This project represents Phase 1 of a multi-year and multi-phase approach to broadband deployment in Franklin County. The agreement also calls for a mechanism for resolving customer complaints, ensuring quality service, and regular replacement of facilities. Finally, BRT will provide management services to assist in finding and managing other persons who may wish to collocate their wireless facilities on the towers, thereby ensuring a long-term income stream for the Authority to partially offset construction costs. \$2.3 million dollars of funding from the VA Telecommunications Initiative is proposed to leverage the private provider funding for this project. **(Attachment #15)**



# Franklin County

*A Natural Setting for Opportunity*

## EXECUTIVE SUMMARY

<p><b><u>AGENDA TITLE:</u></b> Ambulance Remount Purchase</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST</u></b> Remounting of ambulance currently stationed at Callaway Rescue Squad.</p> <p><b><u>STRATEGIC PLAN FOCUS AREA:</u></b></p> <p><input type="checkbox"/> <i>Economic Development</i></p> <p><input type="checkbox"/> <i>Financial Stability</i>    <input type="checkbox"/> <i>Managed Growth</i></p> <p><input checked="" type="checkbox"/> <i>Public Safety</i>        <input checked="" type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><b><u>AGENDA DATE:</u></b>                    June 16, 2020</p> <p><b><u>BOARD ACTION:</u></b>                    Yes</p> <p><b><u>INFORMATION:</u></b>                    No</p> <p><b><u>ATTACHMENTS:</u></b>                    Yes</p> <p><b><u>CONSENT AGENDA:</u></b> Yes</p> <p><b><u>ATTACHMENTS:</u></b></p> <p><b><u>STAFF CONTACT(S):</u></b> William Ferguson</p> <p><b><u>REVIEWED BY:</u></b> Chris Whitlow, County Administrator</p>
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### **BACKGROUND:**

Ambulances for all volunteer and career stations are funded through the CIP budget by the Franklin County Board of Supervisors. Placement of units is formulated through a collaborative workgroup comprised of volunteer and career providers.

### **DISCUSSION:**

In FY 14/15 an ambulance was purchased and placed into service at the Westlake Fire/EMS station. This unit is a 2014 Dodge VIN 3C7WRLCL1EG270710 with an Osage ambulance body. The unit currently has 159,207 miles and 6,629 hours of service on it. This unit is becoming unreliable and has been moved to "reserve" status stationed at Callaway Rescue Squad.

Due to this being a remounted unit Vest Sales and Service is the sole source distributor for Osage Ambulances in our area. This remount will not only consist of a 2020 Dodge 5500 chassis but a complete redo of the ambulance box. Vehicle will have the same warranty as a new unit.

Vest Sales and Service located in Floyd County, Virginia is an emergency vehicle distributor and repair center for Osage ambulances. Franklin County Public Safety administration has determined that a 2020 Type 1 Dodge Ram 5500 4 X 4 172" Osage ambulance remount with a Stryker 6390 Power Load System will best meet the needs of the first responders and for our citizens, visitors and businesses. The cost of this remounted unit is \$173,500.00. Funds have previously been allocated in the EMS Vehicle Refurbishment capital account under line item 3023-0030-57001.

The newly remounted vehicle will be placed at the Boones Mill Fire/EMS station as a first run apparatus replacing the current vehicle at Boones Mill, a 2014 Dodge 4500 4X4 VIN 3C7WRLVL3FG578044 with 84,152 miles and 3,964 hours. This unit will be moved to "reserve" status and stationed at Callaway Rescue Squad.

Staff has also received the support of the county vehicle committee and finance department for this purchase.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of Supervisors authorize the remount of the ambulance as outlined in this summary for the Boones Mill station. Funds are currently budgeted in the EMS Vehicle Refurbishment capital account 3023-0030-57001.

**POSSIBLE BOARD ACTIONS:**

**Approve** ambulance remount of 2014 Dodge currently stationed at the Westlake Fire/EMS Station in the amount of \$173,500. Funds are currently appropriated in account 3023-0030-57001. The new ambulance will be stationed at Boones Mill Fire/EMS.

**Decline** ambulance remount and continue to use existing ambulance beyond its useful first response status capability.

**Table** discussion to a future meeting. The cost of remount will likely increase in the near future.



## Vest's Sales & Service, Inc.

1157 Stonewall RD, Check, VA 24072  
Email: [vestsalesandservice@gmail.com](mailto:vestsalesandservice@gmail.com)  
Phone: 1-866-225-8144  
Cell: 540-250-6407  
Fax: 540-251-0340



February 24, 2020



Franklin County Dept of Public Safety  
1488 Franklin St  
Rocky Mount, VA 24151

Committee Members,

I want to start off by saying thank you for giving Vest's Sales and Service the opportunity to review your needs for a remount / re-chassis of your Osage Ambulance. I also want to thank you for considering Osage Ambulance for this. We have full confidence that you will be totally satisfied with Osage's work; and we will do everything we can to ensure that now and in the future.

After reviewing your proposed needs, we (Vest's Sales and Service, Inc.) are pleased to offer you a 172" Osage Warrior Modular Box (provided by Franklin Co. – Unit M15) Remounted onto a **2020 Dodge RAM 5500 4x4 192.5" WB Chassis (with Liquid Spring Suspension) & Performance-LOAD System (w/ Stryker Cot Compatibility Kit Upgrade)** for a total price of: **\$173,500.00** (Including Fleet Discount) The quoted price is based on factory recommended replaced items we felt was needed, and updates to the box layout to make it comply with the latest national KKK, SAE, & VAOEMS standards. Listed herein is a list of these options. The end intent is for the unit to work and look like new inside & out. However, being that this is an in-service vehicle and has been in use for several years there may be unforeseen / unexpected minor repairs (for repaired electrical wiring harnesses, fallen insulation, torn cushions, unexpected body damage / repairs, etc.) that may arise during the remounting inspection and replacement process. [We recommend establishing a \\$2,500.00 Contingency Fund for possible unforeseen repairs.](#)

Estimated remount [beginning date](#) would be **July, 10 2020**. *This spot is reserved for Franklin County although the county is under no obligation to purchase the remount.* Chassis delays, strikes, and items outside of our control could cause delays; however this is not anticipated to be an issue.

I look forward to working out the details of this unit and servicing the needs of your department in the near future. Please let me know if I can provide you with any other information or if I can assist you in any other way. Thank you and I look forward to hearing from you.

Sincerely,

Andrew J. Vest

February 24, 2020

**TYPE I AMBULANCE REMOUNT QUOTATION**

**REMOUNT # 1**

**FRANKLIN COUNTY PUBLIC SAFETY**



BY



Vest's Sales & Service, Inc.



&

Osage Ambulances

**REMOUNT R\_\_\_\_\_**



## Vest's Sales & Service, Inc.

1157 Stonewall RD, Check, VA 24072

Email: [vestsalesandservice@gmail.com](mailto:vestsalesandservice@gmail.com)

Phone: 1-866-225-8144

Cell: 540-250-6407

Fax: 540-651-0340

2/24/2020



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**Additional Features & Options Included In The Quotation  
For A Type-I 2020 Dodge RAM 5500 4x4 192" Wheel Base  
Osage 172" Super Warrior Ambulance 2020 Remount Package**

- **NEW CLASS (Compressible Liquid Adaptive Suspension System ) Liquid Spring Suspension & Dump System**
- 2020 Dodge RAM 5500 SLT 4x4 192.5" W.B. Chassis w/ Ambulance Prep Package (Chassis On Order Via Osage)
- Osage Type I RAM Series Standard Remount Package (See Attached Documents) Using Customer Provided Osage # J2031 (Westlake) Module
- Remount Box On New 2020 Dodge RAM 5500 SLT 4x4 Chassis w/ New Mounting Hardware
- Polish All Metal Parts
- Replace Battery Cables And Chassis Wiring Harness
- Replace Grille Lights, Intersection Lights, And Siren Speaker Wiring Harnesses
- New Back-up Alarm
- New 275 AMP Battery Switch
- New 200 AMP Master Switch
- New Pair of Siren Speakers & Cast Speaker Housings
- New License Plate LED Lights
- Install New Custom Designed Front Chassis Console (Using Old Switch Panel & Cup Holders – Unless Otherwise Specified Below) **Keep Arm Rests?**
- New HVAC (Heat & AC) Unit & Digital Pro-Air Thermostat, & Air Filters
- Test O2 System
- New Cast Fuel Fill Bezel And Full Tank of Fuel
- Install Urea (DEF) Fill Housing
- Test All Electrical (Inverter, Battery Charger, Shoreline, Auto-Eject, Etc.) And Siren Systems
- Total Detail & Clean Up

- Install New ANZO LED Fog Lights In Bumper Opening (Or Equivalent)
- Reuse all current (working) Whelen Mseries LED Warning Lights, Scene Lights, & Brake / Turn / Tail Lights, LED Dome Lights, Door Open Corner Warning Lights, & LED Compartment Strip Lighting
- Replace All Clearance / DOT LED Lights With New LED Lights (Note: All Currently Working Still)
- Flash Pattern To Be: Unsynchronized & Patterns Set to RANDOM / ACTION SCAN (or patterns of your choice)
- Check / Test Current Vanner Inverter & Iota Battery Charger – Reuse
- Replace (1) Kussmaul Auto Eject Cover (White Cover)
- Install NEW Hidden Door Unlock Switch In Grille Area (Or Location of Your Choice) & Add Relay In Junction Box To Operate
- Replace Red LED Shoreline Indicator at Shoreline (Still Works)
- Re-wire Vanner Inverter To Power On/Off w/ Chassis Ignition – Remove Old Inverter On/Off Switches
- Add (1) Dual Port 2.1 Amp USB Outlet And Dual 110V Outlet Combo in Rear Action Area
- NOTE: Remove And Re-Install Customer's Dual 12V Outlets On New Front Console
- NOTE: Remove And Re-Install Customer's Carson SA-400 Classic Dual Tone Siren Control On New Front Console
- NOTE: Remove And Re-Install Customer's FRC Intercom On New Front Console
- NOTE: Remove And Re-Install Customer's Roscoe Camera Monitor On New Front Console (OR On Windshield / Headliner)
- NOTE: Remove And Re-Install Customer's Roscoe Drive Cam On Windshield
- NOTE: Remove And Re-Install Customer's Motorola Radio System On New Front Console
- NOTE: Remove And Re-Install Customer's Motorola Portable Radio Charging Base On New Front Console
- NOTE: Remove And Re-Install Customer's Weldon Dual R/W Overhead Reading Light In Cab Headliner
- NOTE: Install Heavy Gauge Ground Wire From Engine Block To Frame For Additional Dodge Chassis Grounding
- NOTE: Leave All Radio Wiring & Antennas As Is In Rear Module
- Replace Up To (1) Electric Power Door Lock In Compartment / Entry Doors (NOTE: All Currently Working)
- Replace Older RC Tronics Printed Circuit Boards & Toggle Switch Panels With ALL NEW Osage EasyTouch VMUX Multiplex Push Buttons And (2) Weldon Hercules HC Nodes Input/Output Nodes (New Standard Osage

Electrical System In New Trucks – Like Franklin County RS Truck) (NOTE: Old System Still Working)

(Adds 6-Year, 72,000 Mile Warranty To Electrical System)



- V-MUX Special Programming Options (No Cost):
  1. Warning Lights Go To Secondary When Vehicle In Park / Parking Brake Activated (Cuts out all Forward Facing White and Split R/W Lights)
  2. Up To (10) Intensities on Rear Module LED Dome Lights (OFF, HI, LOW – Standard)
  3. Up To (10) Speeds on Exhaust Fan (OFF / ON – Standard)
  4. Rearward Side Scene Lights Activated w/ Reverse
  5. Brake Override In Rear M9 Series Warning Lights @ Rear Window Height (At 50%)
  6. HVAC Automatically On w/ Mod Power & Ignition
  7. Module Power Automatically On w/ Ignition
  8. Tomar / Opticom Shut Off When Vehicle In Park
  9. Tomar / Opticom Only Works With Emergency Lights On
  10. Parking Brake Override For Warning Lights (Overrides Secondary Mode To Turn All Forward Facing White and Split R/W Lights Back On If Desired)

Additional Options Available (Not Included)

11. Warning Lights Dim Feature (Cut to 50% For Night Time, Fog, & Side of Road)
- Remove Old Flooring, Replace Wood Sub Floor, Inspect Aluminum And Repair As Needed / If Needed. Replace With Seamless One-Piece NEW Lonplate #424 Gunmetal Diamond Plate Textured Flooring With New Trim. (Old Floor Is Sound But Has Holes From Aluminum Cover Plate Over Past Power-LOAD Install And Is Most Likely Not Salvageable)
  - Upgrade Replacement Sub Floor With Koosa Composite Subfloor For Additional Durability, Waterproof, and Sound Deadening
  - Seal & Polish Lonplate Floor w/ 2 Coats

- Sand & Polish Stainless Steel Interior Aisles
- Replace Skid Tape On Stainless Entry Thresholds
- Replace EVS Attendant Seat w/ EVS EMT Attendant Seat w/ Built In Child Seat & 3-Pt Seat Belt w/ New Base & Hinged Door For Storage
- Upgrade EVS Attendant Seat to Swivel Base
- Replace EVS Squad Bench Seat / Back Rest Cushions
- Replace EVS CPR Seat / Back Rest Cushions
- Add 2<sup>nd</sup> EVS Back Rest Cushion On Squad Bench Wall
- Replace Vinyl On Rear of Padded Portable O2 Cabinet @ Head of Squad Bench
- Replace / Recover All Colored Pads / Trim Pieces & Buttons / Welt In Patient Compartment (Currently Most Are All Ok)
- New Custom Built Type I Front Console w/ Padded Arm Rest And Storage (Or Separate Padded Arm Rests To Match Previous Console)
- Replace Padded (Wood Backed) Ceiling With NEW Osage Standard Powdercoated White Lightweight 3 Layer Aluminum Ceiling w/ Sandwiched Insulation
- Replace Up To 20' of Interior Stainless Steel Paino Style Door Hinges (All Seemed Ok But Some May Be Slightly Rusted – Closer Inspection Needed)
- Replace Plexiglass & Hinges On All Sharps & Waste Disposals
- Touch Up / Repair Any Holes In Laminate
- Replace (7) Hold Open Gas Struts On Interior Restocking Cabinets / Cabinet Doors
- Remove old Push Button Mechanical Simplex Lock (Currently Still Working) And Install More Durable CompX 150-KP-CAB Electronic Push Button Smart E-Lock w/ 250 User Codes & Tracking Information Hardwired To Truck Battery On ALS Cabinet Door & Aluminum Shield On Rear
- Add "C" Grab Handle



- Install Under Body Plates For Stryker Center Rail Mounting Plate
- Install Stryker Universal Mounting Floor Plate Only

- Add Auxiliary AC Condenser Mounted On Front of Box w/ Painted Bottom Cover To Match Previous Trucks
- Upgrade To New High Efficiency 3 Fan Low Profile Condenser "Hall Co" 3 Condenser # 80 002 384 REF J2607
- Upgrade To Separate Module AC System w/ Pro Air Engine Driven AC Compressor For Module
- Remove And Re-Install Camera System, Wiring, Cameras, Etc.
- Replace (3) Ohio O2 Outlets (I Assume All 3 Are Currently Still Working)
- Upgrade And Replace Analog O2 Gauge With Amico Digital O2 Gauge & New O2 Regulator (Current O2 Analog Gauge & Regulator Work Still- Less Connections & More Durable)
- Install New Diamond Plate Running Boards w/ Grip Strut Expanded Metal Inserts On New Chassis
- Replace Entire Rear Step Bumper with Flip-Up Center Step
- Replace All Exterior Diamond Plate Stone Guards (Front & Back)
- Install New Diamond Plate Overlay In Side Entry Step Well
- Install New Rear Cast Aluminum License Plate Holder
- Install New Stainless Steel Wheel Simulators w/ Extended Valve Stems On New Chassis
- Install New Rear Black Rubber Fenderettes ILO Old Stainless Fenderettes
- Replace (2) Red Oval Reflectors On Entry Doors
- Install New Osage Mud Flaps On Rear
- Add (Black) Dri-Decking To Bottom Floor of All (5) Exterior Compartments
- Replace (8) Gas Struts On All Exterior Compartment Doors
- Add (1) Nylon Retention Strap On Side Entry Door
- Replace (1) Eberhard Door Handle Lock Cylinder On Rear Entry Door
- Replace (1) Hehr Replacement Sliding Glass (Tinted) Window In Side Entry Door
- Replace (2) Hehr Replacement Fixed Glass (Tinted) Windows In Rear Entry Doors
- Replace (1) Passenger Side Sliding 16" x 32" Window
- Replace All (4) Exterior Osage Rub Rails w/ New Anodized .250 "C" Channel Rubrails, Spacers, & Mounting Hardware
- Replace Up To (8) Exterior Compartment / Entry Door Nader Pins
- Replace Rear Cast Aluminum Door Grabbers (Pair) & Gaskets On Rear Entry Doors
- Replace (3) Seat Belt Style Straps In Exterior Compartments
- Install ¾" Laminated Shim Under NCE Monitor Mount
- Add Lip In Cabinet "E" w/ Trim Lock To Secure Dividers

- Buff All Exterior Diamond Plate In Compartments & Entry Doors
- NOTE: Clean, Acid Wash, & Lubricate Zico Heavy Duty Electric Side Entry Step
- Sandblast All Original Paint Including Door Jams And Repaint w/ PPG Delfleet Paint (*See Separate Procedure Sheet For Details\**) For 172" Module
- Replace Module Door Seals (Included In Module Repaint)
- Disassemble All Compartment Doors, Repair and Grease All Latches and Replace Door Switches (Included In Module Repaint)
- Credit For No Standard Painted Stripe
- Install Top Roof 32" Blue Star of Life Decal At Osage
- Install (2) Clear View Custom SOL Logos On Rear Windows
- Install Lettering & Vinyl Per Current Scheme To Match Current Trucks
- Install Rear 3M Scotchlite Red & White Alternating Chevrons Around Rear Module Doors
- Replace (2) S.S. Rear Kickplates On Rear Entry Doors (Pair) – (Holes Drilled In Them For Stryker Powerload Instruction Plates)
- Re-laminate or Rebuild ALS Drug Box Cabinet Door
- Chassis Front End Alignment
- Thorough Inspection Of Electrical, HVAC, Cabinets, Flooring, Structure, Etc.
- Install New Rubber Shelf Matting In All Exterior & In/Out Compartment Shelves
- Install (Dealer Provided) NEW Stryker 6390 Power-LOAD System (No Floor Plate – Included With Truck)



- Replace (2) Drawer Slides – (Still Currently Ok)
- Install NEW Go Industries Black Powdercoated Grille Guard w/ Step



- Mount M7 Grille Lights On Grille Guard

**NEW KKK-1822-F / SAE / VAOEMS REQUIRED CHANGES TO BE COMPLIANT (included):**

- Stryker 6390 Power-LOAD System Upgrade (Inductive Charging For Cot)
- Remove And Reinstall Both Interior Side Walls And Cushions To Add Additional Wall Plating And ½" Thick Impact Bars For New 6-Point Harnesses
- Install (1) New 6-Point Harnesses On CPR Seat (Requires Removing Driver Side Wall And Welding In Additional ½" Thick Impact Bars / Mounting Plates For Harnesses)



- Install (1) New 6-Point Harnesses On Squad Bench (Requires Removing Passenger Side Wall And Welding In Additional Impact Bars / Mounting Plates For Harnesses) – Leave Existing Window (Similar To Picture Below)



- Replace 2-Point Lap Belt Attendant Seat (w/ Built In Child Seat) with 3-Point Attendant Seat (w/ Built In Child Seat) w/ Swiveling Base
- Upgrade Cabinets To Change Notice 11 Compliant Latches
- Upgrade Truck To Change Notice 8, 9, 10, 11, 12 Compliance

### Included In Total Price Below:

- Transportation of Chassis & Module To & From Osage (Linn, MO)
- Upfitting Old Chassis & Making It "Street Legal" With Mud Flaps, Rear Lights, Etc. To Drive Back (Chassis Can Be Further Retrofitted With Back Glass, New Bumper, Remove Lettering, Add 3<sup>rd</sup> Center Seat / Console, Etc. To Make It Easier To Sell If Desired For Additional Cost)
- Lettering & Striping Per Bid Request: Material, Pin-striping, Scotchlite Stripe, & Design Work & Installation **\$4,185.00** For Same Vinyl Scheme To Be Installed At Osage (May +/- Per Needs OR Be Scheduled & Installed By Locally Trusted Vinyl Shop of Customer's Choice)
- Dealer Prep & Thorough Multi Point Inspection Before Leaving Factory & Once Again Before Delivery To Department
- VA Inspection & 30 Day DMV Tags
- \$10,000.00 Return Customer Discount
- Chrysler Fleet Discount – Fleet Code: **0157A** (Franklin County Board of Supervisors)
- Delivery FOB to Rocky Mount, VA
- Final Drawings, Paint & Vinyl Schemes, Contractual Agreement, Warranties, Etc. Will Be Provided Upon Acceptance Of Proposal & Final Pre-Construction Meeting With Department
- Mobile Service Techs: We will travel to your department to complete any warranted or non-warranted repairs.
- Courtesy Ambulance Delivery Detail & Delivery Photos
- All Fluids Shall Be Checked & Topped Off Before Delivery
- Chassis Alignment
- Pre-Rechassis Conference
- Trade In Value / Discount: Osage has offered **\$4,500.00** Trade In Value For The Dodge RAM Chassis Based On Pictures & Current Mileage of Chassis. *This Credit IS FACTORED IN TOTAL PRICE BELOW*

**Total Price: \$173,500.00** (Including GPC Discount)

\*Please allow up to 30 days for lettering, striping, VA Inspection, and Dealer Prep, Grille Guard Installation, etc. once unit has been picked up from Osage Industries.

## **Additional Optional Rebates & Offers NOT INCLUDED In Total Price:**

**\$1,500.00 Optional Rebate:** In order to qualify for the \$1,500.00 Rebate the purchasing department must make a check payable to: Vest's Sales And Service, Inc. within (3) days of Ambulance pick-up. This prevents us from having to Floor Plan Vehicle and allows us to give an additional rebate off the total cost of Ambulance.

**\$1,000.00 Optional Deduction:** If the department agrees to pick up and inspect the unit in Linn, MO (Outside St. Louis, MO) and drive it back you may deduct the previously stated amount from the overall total above. (Unit must be paid for in full before leaving the factory)

**\$500.00 Chassis Prepayment Discount** In order to qualify for the \$500.00 Rebate the purchasing department must make a check payable to: Vest's Sales And Service, Inc. within 1 months of ordering the truck. This prevents us from having to Floor Plan The Chassis While In Production and allows us to give an additional rebate off the total cost of Ambulance.

## **Optional Add Ons & Deductions NOT INCLUDED In Total Price:**

- Add: Zico Hydraulic O2 Lift & Bracket (M or H Cylinder) w/ Switch In #2 Compartment and Additional Bracing Installed In #1 Main O2 Exterior Compartment **Add \$2,950**
- Delete: Total Repaint Of Module (And Additional Included Door Seals / Linkages, Etc.) **Deduct \$9,825.00**
- Add: Make Minor Body Repairs / Paint Touch Ups & Buffing Of Current Paint To Remove Minor Scratches ILO Total Repaint (Select Above Option As Well) **Add \$1,500.00**
- Delete: Replacing All Clearance & DOT LEDs With NEW LED Clearance & DOT Lights **Deduct \$250.00**
- Delete: ANZO LED Fog Lights & Wiring **Deduct \$450.00**
- Replace USED Carson SA 400 Classic Siren (Out of Warranty) w/ NEW Whelen or Carson SA-441 Magforce Siren (To match newest units) **Add \$740.00**
- Delete: Replace Older RC Tronics Printed Circuit Boards & Toggle Switch Panels With ALL NEW Osage EasyTouch VMUX Multiplex Push Buttons And (2) Weldon Hercules HC Nodes Input/Output Nodes (New Standard Osage

Electrical System In New Trucks – Like Franklin County RS Truck) (NOTE: Old System Still Working) (Adds 6-Year, 72,000 Mile Warranty To Electrical System) And Keep Existing Switch Panels In Front & Rear of Ambulance  
**Deduct \$7,000.00**

- Add: Replace USED Front RC Tronics Switch Panel w/ Voltmeter (With NEW Osage RC Tronics Front Switch Panel w/ Voltmeter) (*Everything seems to function correctly on the current panel*) **Add \$930.00**



- Add: Replace USED Rear RC Tronics Switch Panel (With NEW Osage RC Tronics Rear Switch Panel) (*Everything seems to function correctly on the current panel*) **Add \$800.00**



- Delete: (*If we are able to save the old floor and subfloor after inspection you can deduct this*) Remove Old Flooring, Replace Wood Sub Floor, Inspect Aluminum And Repair As Needed / If Needed. Replace With Seamless One-Piece NEW Lonplate #424 Gunmetal Diamond Plate Textured Flooring With New Trim. (Old Floor Is Sound But Has Holes From Aluminum Cover Plate Over Past Power-LOAD Install And Is Most Likely Not Salvageable) **Deduct \$2,095.00**
- Delete: (*If we are able to save the old floor and subfloor after inspection you can deduct this, or if you wish to still replace the floor and use the standard 3/4" marine grade 7 layer wood board*) Upgrade Replacement Sub Floor With Koosa Composite Subfloor For Additional Durability, Waterproof, and Sound Deadening **Deduct \$750.00**

- Delete: Recover All Vinyl Colored Pads In Osage Box (Does Not Include EVS Seat Cushions) **Deduct \$945.00**
- Delete: Remove old Push Button Mechanical Simplex Lock (Currently Still Working) And Install More Durable CompX 150-KP-CAB Electronic Push Button Smart E-Lock w/ 250 User Codes & Tracking Information Hardwired To Truck Battery On ALS Cabinet Door & Aluminum Shield On Rear **Deduct \$375.00**
- Delete: Upgrade And Replace Analog O2 Gauge With Amico Digital O2 Gauge & New O2 Regulator (Current O2 Analog Gauge & Regulator Work Still- Less Connections & More Durable) **Deduct \$725.00**
- Delete / Reuse Old Bumper / Step / Flip Up Center Section / Rubber Dock Bumpers And Polish Diamond Plate Instead: Replace Entire Rear Step Bumper with Flip-Up Center Step **Deduct \$920.00**
- Delete: Add (Black) Dri-Decking To Bottom Floor of All (5) Exterior Compartments **Deduct \$660.00**



**Bedford Residency**  
Todd Daniel – Residency Administrator  
Brian Casella – Assistant Resident Engineer  
VDOT Call Center – 1-800-FOR-ROAD  
(1-800-367-7623)

To: Franklin County Board of Supervisors  
Subject: June 2020 – Franklin County VDOT Monthly Updates

## **MAINTENANCE**

### **Maintenance Activities for Previous 30 Days:**

- Ordinary maintenance – Pavement (pothole) repair, gravel road repair, right of way brush cutting operations (County wide), shoulder repairs (County wide), storm water culvert repairs and cleaning (County wide) and guardrail repairs.
- Route 869 (Turtle Hill Rd.)/Route 40 (Old Franklin Turnpike) – Intersection improvements on Route 869 (Turtle Hill Rd.) at Route 40 to include re-aligning and widening of the intersection. Pavement and pavement markings to be completed in upcoming weeks.
- Primary and secondary mowing operations.
- Route 678 (Northridge Rd.) – Slope repair. COMPLETED
- Route 760 (Telegraph Rd.) – Pipe replacement. COMPLETED
- Patching operations in preparation for plant mix schedule.
- Route 122 (Booker T. Washington Hwy.) – Paving operations from Route 616 (Scruggs Rd.) to 0.21 mi. north of Route 636 (Lost Mountain Rd.). COMPLETED
- Slope repairs on Route 748 (Five Mile Mountain Rd.). COMPLETED
- Paving on Route 220 at intersection of Route 697 (Wirtz Rd.). In progress.

### **Maintenance Activities for Next 60 Days:**

- Ordinary Maintenance – Pavement (pothole) repair, gravel road repair, right of way brush cutting operations (County wide), shoulder repairs (County wide), storm water culvert repairs and cleaning county wide, guardrail repairs.
- Over the rail mowing to include primary and secondary routes.
- Route 647 (Kay Fork Rd.) – Preparation for pipe replacement for failed pipe; ongoing closure.
- Route 640 (Six Mile Post Rd.) – Installation of headwalls for drainage structure to begin mid-June; one lane will be open to traffic.
- Route 618 (Muddy Fork Rd.) – Installation of headwalls for drainage structure to begin late May; one lane will be open to traffic.
- Route 1083 (Countrywood Rd.) – Pipe replacement to begin late June; one lane will be open to traffic.
- Route 740 (Algoma Rd.) – Pipe replacement to begin late June; closed to traffic.

### **Maintenance Activities for Next 60 Days (cont.):**

- Slope repair near frontage road Route F611 (Cornell Rd.) and Bernard Rd. (Town of Rocky Mount).
- Ongoing cleanup of trees and debris from flooding event on various routes.
- Route 714 (Washboard Rd.) – Preparation for pipe replacement.
- Route 723 (Lucy Wade Rd.) – Preparation for pipe replacement.
- Route 643 (Coles Creek Rd.) – Low water structure replacement tentatively to begin mid-June; road will be closed for approximately 5 weeks.
- Primary and secondary mowing operations.
- Patching operations in preparation for plant mix schedule.
- Overlay on Route 122 north of Route 616 (Scruggs Rd.).
- Route 116 (Jubal Early Hwy.) – Closure due to flooding event. The road is closed at the intersection of Route 681 (Coopers Cove Rd.) to 1.5 mi. east of Route 1520 (Windy Ridge Parkway). The closure is expected to be closed at least 2 months – a detour is in place.
- Route 220N – Slope repair from approximately 0.25 mi. north of Route F611 (Cornell Rd.) to south of Route 1055 (Wooddale Dr.).

## **LAND DEVELOPMENT & PERMITS**

- 127 Active permits to include: 57 utilities, 55 private entrances, 3 commercial entrances, 5 roadside memorials, 2 private utility permits, 2 maintenance of traffic permits, 1 grading permit and 2 locally administered permits. Of these, 24 were issued in May.

### **4 site plan reviews:**

- James River Equipment – Site plan review for office building on Route 122.
- WVWA – Review for utility installation on Route 919 (Grassy Hill Rd.)
- WVWA – Review for utility installation on Route 220 between Route 983 (Shady Lane) and Route 220 Business.
- Summit View Segment D3 – Review of Locally administered project (LAP) for Summit View to connect Phase II to Route 696 (Pleasant Breeze Rd.).

### **Additional Land Development Activities:**

- Facebook Fiber Project – Intermittent flagging operations in the Callaway, Wirtz and Burnt Chimney area.
- WVWA – Installation of sewer line along Route 220; lane closure to be installed on Route 220S near intersection of Route 635 (Bonbrook Mill Rd.).
- Fox Run Subdivision – Review subdivision for future state maintenance.
- Penhook Pointe Subdivision – Review subdivision street for future state maintenance.

## CONSTRUCTION

### Franklin County

- Route 122 (Booker T. Washington Hwy.) Bridge over Blackwater River – Construction underway. The traveling public can expect delays due to flagging operations throughout the life of the project. Project completion is planned for late Fall 2020.

### Roanoke County – US220

- Route 220 Bridge over Back Creek – Bridge replacement to include increased width, 6-foot inside shoulder and 10-foot outside shoulder. The project includes grading to improve sight distance at the intersection of Route 657 (Crowell Gap Rd.) and Route 220. Northbound traffic is switched to the new bridge section and the existing northbound bridge is being removed. Route 220 crossover at Crowell Gap Road and Winter Drive is closed and no left turns are allowed. The project is scheduled to be completed in July 2021.
- Route 220 southbound – Left turn lane construction in conjunction with the bridge construction at the crossover/intersection with Route 657 (Crowell Gap Rd.)

## TRAFFIC STUDIES/SPECIAL REQUESTS

### Requested Safety Studies:

- Route 616 (Scruggs)/Route 942 (Blue Water) – Request to review intersection for safety improvements and possibly a four-way stop.
- Route 220N (Virgil Goode Hwy.) – Request to review extension of existing 45 mph speed limit in Boones Mill to Roanoke County Line.

### Completed Safety Studies:

- N/A

## PROJECT STATUS

- Route 122 (Booker T. Washington Hwy.)/Route 636 (Hardy Rd.) – Original advertisement date delayed. Plan revision underway; plan revision to include a round-a-bout intersection improvement. Revised advertisement date of December 2020. (UPC 109287)
- Route 834/670 (Brooks Mill Rd./Burnt Chimney Rd.) – Construction of a roundabout at the intersection of Route 834 and Route 670; advertisement scheduled for February 2022. (UPC 111364)
- Route 718 (Colonial Turnpike) – Bridge replacement; project was advertised on January 28, 2020. Fixed completion date 12/1/2021.

## **PROJECT STATUS cont....**

- Route 641 (Callaway Rd.) – Superstructure replacement near intersection of Route 602; construction scheduled to begin June 15, 2020. One lane will be open to traffic during the construction.
- Ongoing discussions with Salem Location and Design and County Staff to refine the design concepts for Smart Scale applications.



**Franklin County**  
*A Natural Setting for Opportunity*

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b> Virginia State Police Coverage Overview</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Overview of Franklin County Virginia State Police Coverage</p> <p><b><u>STRATEGIC PLAN FOCUS AREA:</u></b></p> <p><input type="checkbox"/> <i>Economic Development</i>      <input type="checkbox"/> <i>Financial Stability</i></p> <p><input type="checkbox"/> <i>Infrastructure</i>                      <input type="checkbox"/> <i>Lifelong Learning</i></p> <p><input type="checkbox"/> <i>Managed Growth</i>                      <input checked="" type="checkbox"/> <i>Public Safety</i></p> <p><input checked="" type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><b><u>AGENDA DATE:</u></b>                      June 16, 2020</p> <p><b><u>BOARD ACTION:</u></b>                      No</p> <p><b><u>INFORMATION:</u></b>                      No</p> <p><b><u>ATTACHMENTS:</u></b>                      No</p> <p><b><u>CONSENT AGENDA:</u></b> No</p> <p><b><u>ATTACHMENTS:</u></b>                      No</p> <p><b><u>STAFF CONTACT(S):</u></b></p> <p><b><u>REVIEWED BY:</u></b> Christopher L. Whitlow, County Administrator</p>
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**BACKGROUND:**

Earlier this year the Board of Supervisors expressed concerns surrounding the potential strain of Virginia State Police (VSP) coverage in Franklin County. Following a consensus of the Board, staff coordinated with the Virginia State Police to invite a representative to a Board Meeting to address these concerns. VSP Superintendent Gary Settle was notified of the request for a briefing on the trooper staffing shortage in Franklin County and Superintendent Settle assigned Captain Richard Denney to meet with the Board.

**DISCUSSION:**

The Board shares the concern of statewide trooper shortages and as to when can Franklin County get back to a full compliment of troopers, thereby expressing for the VSP to actively work to fill the vacancies within Franklin County. Furthermore, the Board questions the possibility of extended wait times on accidents for Public Safety Fire-EMS staff / volunteers due to limited VSP staffing with sometimes only one trooper working a shift. Another concern expressed with the statewide shortage of troopers is the possibility of insufficient time for adequate trooper investigations, as well as trooper fatigue when working multiple, consecutive days. The Board is inquiring as to the population metric for staffing coverage in Franklin County and how, if anything, can the Board assist the VSP in the effort to fully staff troopers here? Due to the fluid COVID-19 situation the Virginia State Police representative was rescheduled from the March Board Meeting to the June Board Meeting.

**RECOMMENDATION:**

Staff respectfully requests that the Board hear a presentation from Captain Denney of the Virginia State Police.

**POSSIBLE BOARD ACTIONS:**

MOTION to APPROVE:                      Not Applicable

MOTION to TABLE:                      Not Applicable

MOTION to DENY:                      Not Applicable

**FRANKLIN COUNTY**

Board of Supervisors



**Franklin County**

*A Natural Setting for Opportunity*

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b> <i>Special Use Permit- John Mathena/ South Lake Motor Sports, LLC</i></p>	<p><b><u>AGENDA DATE:</u></b> June 16, 2020</p>
<p><b><u>SUBJECT/PROPOSAL/REQUEST</u></b> <i>Consideration of John Mathena/South Lake Motor Sports, LLC, Special Use Permit Request</i></p>	<p><b><u>ACTION:</u></b> Yes</p>
<p><b><u>STRATEGIC PLAN FOCUS AREA:</u></b></p> <p><input checked="" type="checkbox"/> <i>Economic Development</i>      <input type="checkbox"/> <i>Financial Stability</i></p> <p><input type="checkbox"/> <i>Infrastructure</i>                      <input type="checkbox"/> <i>Lifelong Learning</i></p> <p><input checked="" type="checkbox"/> <i>Managed Growth</i>              <input type="checkbox"/> <i>Public Safety</i></p> <p><input type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><b><u>INFORMATION:</u></b></p> <p><b><u>ATTACHMENTS:</u></b> Yes</p> <p><b><u>CONSENT AGENDA:</u></b> No</p> <p><b><u>STAFF CONTACT(S):</u></b> <i>Sandy</i></p> <p><b><u>REVIEWED BY:</u></b> <i>Chris Whitlow, County Administrator</i> </p>

**BACKGROUND:**

On February 19, 2019, the Board of Supervisors approved a special use permit request of Southlake Motorsports LLC to allow for a RV campground and tourist and resort facilities development on an approximate 14.25 acre parcel currently zoned A-1 Agriculture. (Tax Parcel # 0520010302) The approval of the SUP was subject to the compliance with twelve (12) conditions contained in Resolution 04-02-2019.

**DISCUSSION:**

Subsequent to the approval of the SUP, the property owner submitted, and the staff reviewed, an initial draft site plan prepared by Pierson Engineering. Staff review comments advised/reminded the applicant that the approved SUP required compliance with multiple conditions including conditions pertaining to a specific type and size of evergreen tree to be used in the required perimeter buffer. Specifically, the required tree was a Green Giant Arborvitae or equivalent, with a minimum height of 6 feet at time of planting. A double staggered row of trees is required by the approved SUP, with trees planted a minimum of twelve (12) twelve feet on center.

The approved SUP also required a split rail fence with wire mesh along the bottom portion of the fence. This fence is to be located along the mutual property lines with tax parcels 0520010200 and 0520012408 with a 100 foot extension along the adjacent property line with Hampton Drive.

The applicant has requested a modification of the SUP conditions as they relate to the required evergreen buffer and the required split rail fence with wire mesh. The applicant has proposed to substitute Eastern Red Cedar for Arborvitae, 2-4 feet at time of planting; single row 5 feet on center along 0520010200 and

0520012408 and double row along Hampton Drive. Also, the applicant would like to eliminate the split rail fence requirement and use welded wire fence as a substitute.

The public hearing for the proposed amendment was held on May 19<sup>th</sup>. After a lengthy discussion by Board members, Supervisor Cundiff requested that the item be tabled until the June meeting to allow him to do research on the items presented.

**RECOMMENDATION:**

The Planning Commission held their public hearing on May 12<sup>th</sup> and recommended an amendment to condition #4 of the previously approved Special Use Permit as demonstrated in the attached resolution.

The Board may consider the following motions related to this request.

**(APPROVE as Recommended by the Planning Commission)** I find that the modification of the perimeter evergreen buffer and fencing conditions adopted as condition #4 on Resolution 04-02-2019 will not be of substantial detriment to adjacent property, that the character of the zoning district will not be changed thereby, and that such use will be in harmony with the purpose and intent of the County Code with the uses permitted by right in the zoning district, and with the public health, safety and general welfare to the community and APPROVE the request to amend condition #4 as follows:

- 4) A wire fence with wooden posts similar to that depicted in Attachment A shall be installed along the common property line with tax parcels 0520012408 and 0520010200. The fence shall be extended from the property corner with tax parcel 0520010200 to the boundary line along Hampton Drive and then extended for 100 linear feet along the boundary of Hampton Drive. The fencing and entire boundary line along Hampton Drive shall include signs stating "No Trespassing (or No Campers) Beyond This Point" and shall be placed along the fencing every fifty (50) linear feet. An existing vegetative buffer consisting of a minimum width of twenty (20) feet shall be maintained around the entire perimeter of the parcel (except for roads, utility easements, etc).

In addition to the existing vegetation, a new evergreen buffer shall be established along the perimeter of the campground area to provide a visual buffer from adjoining properties. The established buffer shall consist of Green Giant Arborvitae or Eastern Red Cedar trees with a minimum height of 3- 4 feet at the time of planting. This evergreen buffer shall consist of a single row of trees spaced 10 feet apart except along Hampton Drive. Along Hampton Drive, the evergreen buffer shall consist of a double row of trees to the drain field area, and then a single row shall go perpendicular to Hampton Drive behind the cabins. The vegetative buffer shall be maintained by the property owner for the entire period that the use approved by this special use permit is conducted. This buffer and fencing shall be in place prior to the campground opening. A new site plan confirming the vegetative buffer and fencing, along with a photo of the proposed fencing, shall be provided.

**OR**

**(DENY)** I find that the modification of the perimeter evergreen buffer and fencing conditions adopted as condition #4 on Resolution 04-02-2019 will be of substantial detriment to adjacent property, that the character of the zoning district will be changed thereby, and that such use will not be in harmony with the purpose and intent of the County Code with the uses permitted by right in the zoning district, and with the public health, safety and general welfare to the community and therefore DENY the request to amend condition #4.

**OR**

**(TABLE)** I move to table this request to allow for the applicant and staff to develop other possible modifications for consideration by the Board.

# Department of Planning & Community Development



## Transmittal of Planning Commission Action

**Date:** May 13, 2020

**Item:** John Mathena, Applicant, and South Lake Motor Sports, LLC, Owners, Requesting to amend condition #4 attached to an existing Special Use Permit, on an approximate 14.25-acre parcel, currently zoned A-1, Agricultural District, and B-2, General Business. (Case # SPEC-02-20-16531).

**Prepared by:** Steven M. Sandy, Director of Planning & Community Development

**Date of Commission Action:** Public Hearing, May 12, 2020

### SUMMARY OF REQUEST

On February 19, 2019, the Board of Supervisors approved a special use permit request of Southlake Motorsports LLC to allow for a RV campground and tourist and resort facilities development on an approximate 14.25 acre parcel currently zoned A-1 Agriculture. (Tax Parcel # 0520010302)

The approval of the SUP was subject to the compliance with twelve (12) conditions contained in Resolution 04-02-2019. These conditions addressed:

- Development in compliance with the concept plan submitted as a part of the SUP application.
- Compliance with all development standards contained in Section 25-155 of the County Code
- Requirement that each phase of development have an approved land disturbing and stormwater management plan
- The required type and location of all fencing along all property lines
- The preservation of all existing vegetation along property lines and the planting of a new evergreen buffer along said property lines around proposed development
- Campground management and maintenance plan
- Campground lighting
- Compliance with Virginia health, transportation and environmental regulations
- Waste Management
- Recreational Facilities
- 911 Emergency Addresses

- Required vehicle access location
- Required parking
- Limitation on the use of ATV's on the property
- Signage

These conditions were attached by the Commission and Board of Supervisors to attempt to mitigate any negative impacts and address concerns raised by adjoining property owners during the public hearing process.

Subsequent to the approval of the SUP, the property owner submitted, and the staff reviewed, an initial draft site plan prepared by Pierson Engineering. Staff review comments advised/reminded the applicant that the approved SUP required compliance with multiple conditions including conditions pertaining to a specific type and size of evergreen tree to be used in the required perimeter buffer. Specifically, the required tree was a Green Giant Arborvitae or equivalent, with a minimum height of 6 feet at time of planting. A double staggered row of trees is required by the approved SUP, with trees planted a minimum of twelve (12) twelve feet on center.

The approved SUP also required a split rail fence with wire mesh along the bottom portion of the fence. This fence is to be located along the mutual property lines with tax parcels 0520010200 and 0520012408 with a 100 foot extension along the adjacent property line with Hampton Drive. The applicant has requested a modification of the SUP conditions as they relate to the required evergreen buffer and the required split rail fence with wire mesh.

The applicant has requested a modification of the SUP conditions as they relate to the required evergreen buffer and the required split rail fence with wire mesh. The applicant has proposed to substitute Eastern Red Cedar for Arborvitae, 2-4 feet at time of planting; single row 5 feet on center along 0520010200 and 0520012408 and double row along Hampton Drive. Also, the applicant would like to eliminate the split rail fence requirement and use welded wire fence as a substitute.

**Commission's Recommendation:** The Planning Commission determined that such use will not be of substantial detriment to adjacent property, that the character of the zoning district will not be changed thereby, and that such use will be in harmony with the purpose and intent of the County Code with the uses permitted by right in the zoning district, and with the public health, safety and general welfare to the community and APPROVED the request to amend condition #4 as follows:

- 4) A wire fence with wooden posts similar to that depicted in Attachment A shall be installed along the common property line with tax parcels 0520012408 and 0520010200. The fence shall be extended from the property corner with tax parcel 0520010200 to the boundary line along Hampton Drive and then extended for 100 linear feet along the boundary of Hampton Drive. The fencing and entire boundary line along Hampton Drive shall include signs stating "No Trespassing (or No Campers) Beyond This Point" and shall be placed along the fencing every

fifty (50) linear feet. An existing vegetative buffer consisting of a minimum width of twenty (20) feet shall be maintained around the entire perimeter of the parcel (except for roads, utility easements, etc).

In addition to the existing vegetation, a new evergreen buffer shall be established along the perimeter of the campground area to provide a visual buffer from adjoining properties. The established buffer shall consist of Green Giant Arborvitae or Eastern Red Cedar trees with a minimum height of 3- 4 feet at the time of planting. This evergreen buffer shall consist of a single row of trees spaced 10 feet apart except along Hampton Drive. Along Hampton Drive, the evergreen buffer shall consist of a double row of trees to the drain field area, and then a single row shall go perpendicular to Hampton Drive behind the cabins. The vegetative buffer shall be maintained by the property owner for the entire period that the use approved by this special use permit is conducted. This buffer and fencing shall be in place prior to the campground opening. A new site plan confirming the vegetative buffer and fencing, along with a photo of the proposed fencing, shall be provided.

**Roll Call Vote:            Motion to Approve: Crawford            Seconded :Doss**

AYES:            Doss, Crawford, McGhee, Clements, Webb  
NAYES:          Colby  
ABSENT:        Mitchell  
ABSTAIN:        None

**The Planning Commission's motion to recommend approval of the requested amendment to condition #4 of an existing special use permit, was approved by a vote of 5-1-1-0.**

**RESOLUTION # \_\_\_\_\_**

**APPLICATION OF JOHN MATHENA APPLICANT, AND SOUTH LAKE MOTOR SPORTS, LLC, OWNERS, REQUESTING TO AMEND CONDITION #4 OF AN EXISTING SPECIAL USE PERMIT, ON PROPERTY CURRENTLY ZONED A-1, AGRICULTURAL, AND B-2, GENERAL BUSINESS, AND CONSISTING OF +/- 14.25 ACRES, LOCATED AT 2000 OLD SALEM SCHOOL ROAD, IN THE UNION HALL DISTRICT OF FRANKLIN COUNTY AND FURTHER IDENTIFIED AS TAX MAP/PARCEL # 0520010302. (CASE # SPEC-02-20-16531).**

**WHEREAS**, John Mathena did file an application requesting to amend condition #4 of an existing special use permit, on an approximate 14.25 acre parcel, located in the Union Hall District, and

**WHEREAS**, the approximate 14.25 acre property is currently zoned A-1, Agricultural, and B-2, General Business, and

**WHEREAS**, after due legal notice as required by Section 15.2-2204/2205 of the Code of Virginia of 1950, as amended, the Planning Commission and Board of Supervisors did hold public hearings on May 12, 2020 and May 19, 2020, respectively, at which time, all parties in interest were given an opportunity to be heard, and

**WHEREAS**, after full consideration, the Franklin County Planning Commission recommended APPROVAL of the request with twelve (12) conditions and #4 amended as follows:

1. The RV campground and tourist facility will be developed in general conformity with the concept plan entitled "Proposed site plan Camp Reel Simple, Union Hall, Virginia Draft 5 dated February 7, 2019.
2. The proposed RV Campground will comply with all the development standards contained in Section 25-155 of the County Code.
3. Each phase of development shall have an approved development plan detailing all land disturbing activities and storm water management in accordance with State and local regulations.
4. A wire fence with wooden posts similar to that depicted in Attachment A shall be installed along the common property line with tax parcels 0520012408 and 0520010200. The fence shall be extended from the property corner with tax parcel 0520010200 to the boundary line along Hampton Drive and then extended for 100 linear feet along the boundary of Hampton Drive. The fencing and entire boundary line along Hampton Drive

shall include signs stating “No Trespassing (or No Campers) Beyond This Point” and shall be placed along the fencing every fifty (50) linear feet. An existing vegetative buffer consisting of a minimum width of twenty (20) feet shall be maintained around the entire perimeter of the parcel (except for roads, utility easements, etc).

In addition to the existing vegetation, a new evergreen buffer shall be established along the perimeter of the campground area to provide a visual buffer from adjoining properties. The established buffer shall consist of Green Giant Arborvitae or Eastern Red Cedar trees with a minimum height of 3- 4 feet at the time of planting. This evergreen buffer shall consist of a single row of trees spaced 10 feet apart except along Hampton Drive. Along Hampton Drive, the evergreen buffer shall consist of a double row of trees to the drain field area, and then a single row shall go perpendicular to Hampton Drive behind the cabins. The vegetative buffer shall be maintained by the property owner for the entire period that the use approved by this special use permit is conducted. This buffer and fencing shall be in place prior to the campground opening. A new site plan confirming the vegetative buffer and fencing, along with a photo of the proposed fencing, shall be provided.

5. A full-time campground manager shall be retained by the owners to manage the campground operations. On-site management shall post a sign on office with contact number if the manager leaves site. The manager shall develop policies for use of the facility and make these available to the County prior to the campground opening.
6. All lighting in the campground shall comply with all county lighting standards and shall not exceed an intensity of .5-foot candles at any property line.
7. Compliance with State Regulations:
  - a. All uses of the property shall be approved by the Virginia Department of Health to ensure compliance with respect to water supply, waste disposal and food service and preparation prior to the approval of a final site plan/plat for the project.
  - b. VDOT shall approve all required permits authorizing the proposed driveway connection to Old Salem School Road prior to the approval of the final site plan/plat for the project.
  - c. No gasoline or oil products shall be stored on the subject property without the approval of VA Department of Environmental Quality, Franklin County Fire Marshal and/or Franklin Building Official.
8. Property owner shall submit a plan to ensure the perpetual and proper care and maintenance of property, parking areas, buildings, landscaping including vegetative buffer and storm water management facilities prior to site plan/plat approval. Such plan shall be reviewed and approved by the Zoning Administrator prior to approval of site plan. Plan shall include, but not be limited to, the following:

- a. Grass and vegetation, in areas of the site that have been developed or used for campground/cabins, are kept at a height no greater than eight (8) inches.
  - b. No inoperable or unlicensed vehicles shall be located on the property.
  - c. Common areas and parking lots are always in good repair and safe for public.
  - d. Trash/Litter: All trash generated on the subject property shall be properly contained and secured on site until it can be picked up by licensed trash hauler or properly disposed at appropriate facility.
  - e. Burn pits, camp fire pits or grilling location shall be shown and approved by Fire Marshal.
  - f. Visible 911 address for individual lots shall be established for easy access and identification by first responders in the event of medical, fire or emergency situations. Should be visible and on display in orderly fashion for each lot or cabin as approved by Franklin County GIS.
9. Any access to the property shall be limited to Old Salem School Road. The access roads shall be constructed to a minimum width of twenty-eight (28) feet to accommodate two-way traffic. The roads shall be built to accommodate emergency apparatus weighing a minimum of 50,000 lbs.
10. No overflow parking shall be provided on this parcel or any other parcels for recreational vehicles awaiting a space in the park. All recreational vehicles on site shall be parked in one of the approved spaces with approved water and sewer hookups.
11. All-terrain vehicles (ATV) shall only be allowed for owner's use. No rentals of ATVs or golf carts. Golf carts belonging to campers shall only be allowed on campground site.
12. A sign shall be installed on the subject property (outside of the VDOT right of way) stating "No Recreational Vehicles/Trailers Beyond This Point" at main entrance prior to the campground opening.

**WHEREAS**, after full consideration, The Board of Supervisors determined that such use will not be of substantial detriment to adjacent property, that the character of the zoning district will not be changed thereby, and that such use will be in harmony with the purpose and intent of the County Code with the uses permitted by right in the zoning district, and with the public health, safety and general welfare to the community and APPROVED the request to amend condition #4 as recommended by the Planning Commission as contained in this Resolution.

**THEREFORE, BE IT RESOLVED**, that a copy of this resolution be transmitted to the Clerk of the Planning Commission, the Franklin County Commissioner of Revenue and the Franklin County Zoning Administrator and that the Clerk be directed to reflect this action to **APPROVE** the amendment to condition #4 in the records of Franklin County.

On the motion by \_\_\_\_\_ to **APPROVE** the amendment to condition #4, and seconded by \_\_\_\_\_, said motion was approved by the following recorded vote:

- AYES:
- NAYES:
- ABSENT:
- ABSTAIN:

\_\_\_\_\_  
Madeline Sefcik, Clerk  
Franklin County Board of Supervisors

\_\_\_\_\_  
Date

DRAFT

PIERSON  
ENGINEERING  
&  
SURVEYING

P.O. BOX 311  
44 CATAWBA ROAD  
DALEVILLE, VA 24083

(540) 966-3027 TEL  
(540) 966-3006 FAX  
e-mail: rpierson@bnet.com

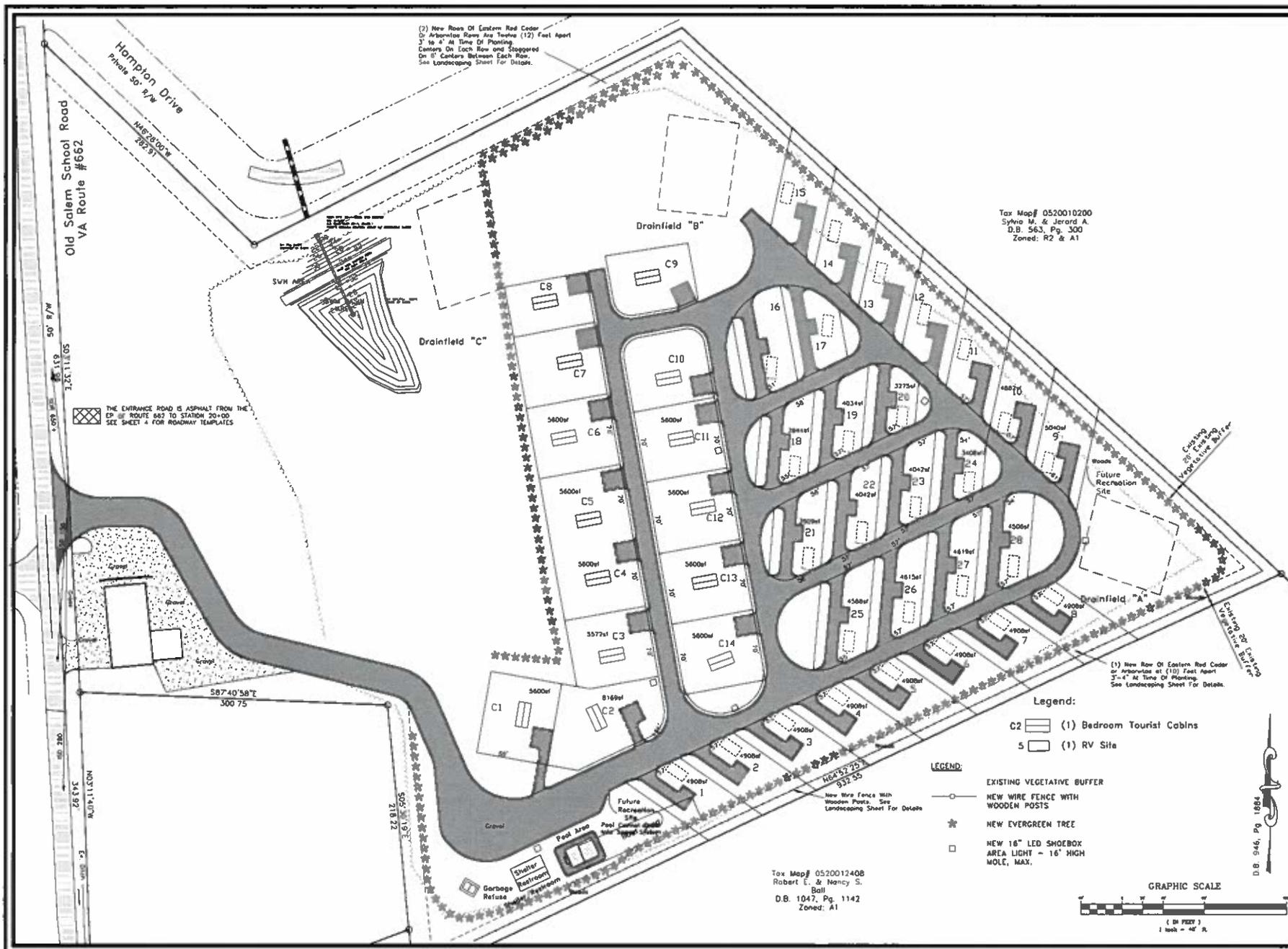
SITE PLAN FOR  
CAMP REEL SIMPLE  
FRANLIN COUNTY, VIRGINIA

SITE PLAN



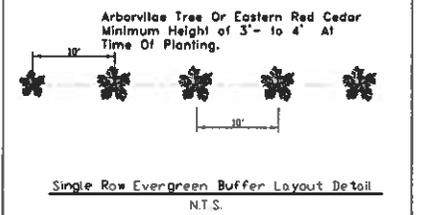
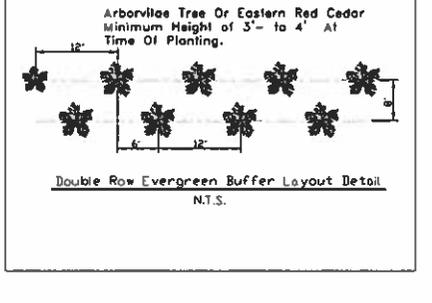
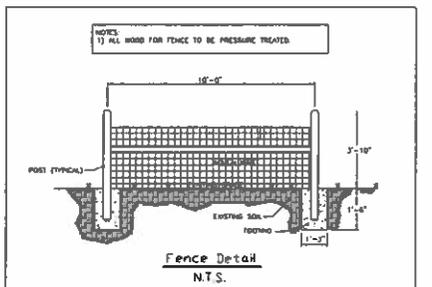
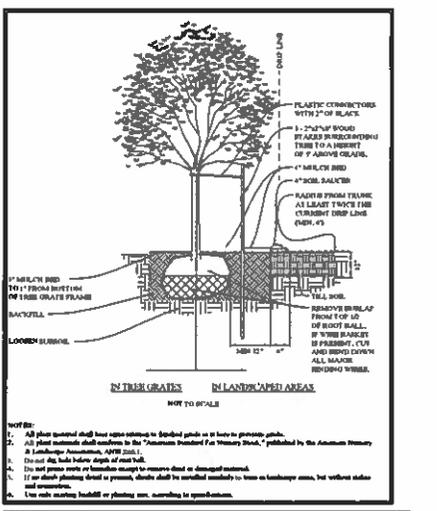
COMMISSION  
#2018138  
SHEET  
1

Tax Map# 0520010200  
Sylvia M. & Jerard A.  
D.B. 563, Pg. 300  
Zoned: R2 & A1



**GENERAL NOTES**

- The Plant Schedule is provided for information only. Verify all quantities on the plan. Report any discrepancies to the Designer.
- Contractor may vary the location of plant materials slightly based on site conditions to achieve the design intent.
- Plants from the same lot should be used to ensure uniformity in appearance and growth.
- Contractor shall verify the health of all plants, including root ball condition, soil quality, and overall plant health.
- Contractor shall verify the health of all plants, including root ball condition, soil quality, and overall plant health.



**PLANT PREPARATION (TOPSOILING)**

**PART 1 GENERAL**

**1.01 DESCRIPTION**

- Work includes: Prepare and place topsoil on a previously prepared subgrade, or amend as site requires, as preparation for the installation of plants, seed, and soil.

**1.02 REFERENCES**

- Contract: The work shall comply with the most recent standards or Institute standards as published at the date of the contract and as listed in these specifications under the appropriate division.
- Virginia Department of Transportation - Road and Bridge Specifications (VDOT)
- Virginia Nursery and Landscape Association - Standard for Nursery Stock (VNSA 2.6)
- Virginia Nursery and Landscape Association - Standard for Nursery Stock (VNSA 2.6)

**EXTERIOR PLANTS**

**PART 1 GENERAL**

**1.01 DESCRIPTION**

- Work includes: Establish and install all plant materials, seed, mulch and tree guards, as direct installation with tree supports and as shown on the drawings.

**1.02 REFERENCES**

- Contract: The work shall comply with the most recent standards or Institute standards as published at the date of the contract and as listed in these specifications under the appropriate division.
- Virginia Department of Transportation - Road and Bridge Specifications (VDOT)
- Virginia Nursery and Landscape Association - Standard for Nursery Stock (VNSA 2.6)
- Virginia Nursery and Landscape Association - Standard for Nursery Stock (VNSA 2.6)

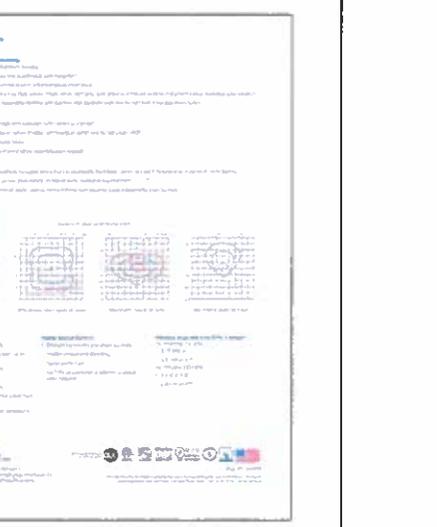
**PIERSON ENGINEERING & SURVEYING**

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e-mail: p.pier@earthlink.net

SITE PLAN FOR  
CAMP REEL SIMPLE  
FRANLIN COUNTY, VIRGINIA

LANDSCAPE DETAILS & NOTES  
AND LIGHTING DETAILS



**1.03 QUALITY ASSURANCE**

- Labels: Labels, shippers or tags shall remain on or with live plant materials until final project completion on Landscape Architect's approval. Unlabeled live plant materials shall be replaced at Landscape Architect's expense if required by Contractor at an additional cost to the Owner. Plant materials for which individual labels or tags are not appropriate, such as groundcovers, bulbs and soil, are exempt from this requirement.
- Delivery, Storage, and Handling:
  - Delivery: During transportation, all plant materials shall be covered to prevent any damage to the plants. Plant materials shall be kept moist and held in 50% shade. Plant materials damaged during transportation shall be replaced and replaced at an additional cost to the Owner.
  - Storage: Live plant materials shall not be stored in direct sunlight for more than 7 days. Plant materials damaged during storage shall be replaced and replaced at an additional cost to the Owner.
- Storage: Live plant materials shall be stored in a shaded and sheltered location separately from the live plant materials and soil.
- Plant materials which are delivered late or for which the root ball is substantially damaged shall be handled in a similar manner to the above. The plants shall be placed in the ground as soon as possible in a shaded and sheltered location with a gap of at least 2 inches between the plants. The roots of the plants shall be covered immediately with a mulch, loose topsoil or other material approved by the Landscape Architect.
- Plant materials which are delivered but not installed shall be handled in a similar manner to the above. The roots of the plants shall be covered immediately with a mulch, loose topsoil or other material approved by the Landscape Architect.
- Plant materials which are delivered in individual containers (pots) shall be placed in a shade or on the ground in a way to prevent drying. Any containers which are not to be installed, but which shall be replaced with suitable materials. Unlabeled material such as fallen leaves shall be placed in a shaded and sheltered location to maintain water level.

**1.04 QUALITY ASSURANCE**

- Warranty: Plant materials which are not used or which are damaged by the Contractor within three months of delivery shall be replaced at the Contractor's expense during the warranty period shall be replaced by the Contractor within 90 days of notification with written proof of damage. An additional cost to the Owner. Contractor may propose substitute use of the preferred planting time for three plant materials, if approved by the Landscape Architect.
- Replacement: Replacement plant materials shall be provided for replacement of any plant materials. Replacement materials shall be of the same or better quality than the original materials. Replacement materials shall be of the same or better quality than the original materials. Replacement materials shall be of the same or better quality than the original materials. Replacement materials shall be of the same or better quality than the original materials.
- Maintenance: Warranty does not cover damage during final project completion due to vandalism, fire, theft, improper maintenance, or physical weather conditions.

**1.07 MAINTENANCE**

- Contractor shall maintain plant materials and planting beds in a manner to establish a uniform stand of plants until final project completion. Maintenance shall consist of watering, pruning, fertilizing, weeding, cultivating, and other necessary work. Maintenance shall be performed during the following intervals:
  - Water: Water shall be applied to plants in a manner to maintain soil moisture. Water shall be applied to plants in a manner to maintain soil moisture. Water shall be applied to plants in a manner to maintain soil moisture.
  - Fertilizer: Fertilizer shall be applied to plants in a manner to maintain soil fertility. Fertilizer shall be applied to plants in a manner to maintain soil fertility. Fertilizer shall be applied to plants in a manner to maintain soil fertility.
  - Pruning: Pruning shall be performed to plants in a manner to maintain plant health. Pruning shall be performed to plants in a manner to maintain plant health. Pruning shall be performed to plants in a manner to maintain plant health.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- Labels: Labels shall be provided for all plant materials. Labels shall be provided for all plant materials. Labels shall be provided for all plant materials.
- Plant materials: Plant materials shall be of the same or better quality than the original materials. Plant materials shall be of the same or better quality than the original materials. Plant materials shall be of the same or better quality than the original materials.
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**2.02 PRODUCTS**

- Labels: Labels shall be provided for all plant materials. Labels shall be provided for all plant materials. Labels shall be provided for all plant materials.
- Plant materials: Plant materials shall be of the same or better quality than the original materials. Plant materials shall be of the same or better quality than the original materials. Plant materials shall be of the same or better quality than the original materials.
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**PART 3 EXECUTIVE**

**3.01 PREPARATION**

- Contract: The work shall comply with the most recent standards or Institute standards as published at the date of the contract and as listed in these specifications under the appropriate division.
- Delivery, Storage, and Handling:
  - Delivery: During transportation, all plant materials shall be covered to prevent any damage to the plants. Plant materials shall be kept moist and held in 50% shade. Plant materials damaged during transportation shall be replaced and replaced at an additional cost to the Owner.
  - Storage: Live plant materials shall not be stored in direct sunlight for more than 7 days. Plant materials damaged during storage shall be replaced and replaced at an additional cost to the Owner.
- Storage: Live plant materials shall be stored in a shaded and sheltered location separately from the live plant materials and soil.
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- Plant materials which are delivered but not installed shall be handled in a similar manner to the above. The roots of the plants shall be covered immediately with a mulch, loose topsoil or other material approved by the Landscape Architect.
- Plant materials which are delivered in individual containers (pots) shall be placed in a shade or on the ground in a way to prevent drying. Any containers which are not to be installed, but which shall be replaced with suitable materials. Unlabeled material such as fallen leaves shall be placed in a shaded and sheltered location to maintain water level.

**3.02 INSTALLATION**

- Contract: The work shall comply with the most recent standards or Institute standards as published at the date of the contract and as listed in these specifications under the appropriate division.
- Delivery, Storage, and Handling:
  - Delivery: During transportation, all plant materials shall be covered to prevent any damage to the plants. Plant materials shall be kept moist and held in 50% shade. Plant materials damaged during transportation shall be replaced and replaced at an additional cost to the Owner.
  - Storage: Live plant materials shall not be stored in direct sunlight for more than 7 days. Plant materials damaged during storage shall be replaced and replaced at an additional cost to the Owner.
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COMMISSION  
820187  
SHEET  
8

**FRANKLIN COUNTY**

Board of Supervisors



**Franklin County**

*A Natural Setting for Opportunity*

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b> <i>Special Use Permit- Boyd &amp; LeAnn Temple</i></p>	<p><b><u>AGENDA DATE:</u></b> June 16, 2020</p>
<p><b><u>SUBJECT/PROPOSAL/REQUEST</u></b> <i>Consideration of Boyd &amp; LeAnn Temple Special Use Permit request</i></p>	<p><b><u>ACTION:</u></b> Yes</p>
<p><b><u>STRATEGIC PLAN FOCUS AREA:</u></b></p> <p><input checked="" type="checkbox"/> <i>Economic Development</i>      <input type="checkbox"/> <i>Financial Stability</i></p> <p><input type="checkbox"/> <i>Infrastructure</i>                      <input type="checkbox"/> <i>Lifelong Learning</i></p> <p><input checked="" type="checkbox"/> <i>Managed Growth</i>              <input type="checkbox"/> <i>Public Safety</i></p> <p><input type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><b><u>INFORMATION:</u></b></p> <p><b><u>ATTACHMENTS:</u></b> Yes</p> <p><b><u>CONSENT AGENDA:</u></b> No</p> <p><b><u>STAFF CONTACT(S):</u></b> <i>Sandy</i></p> <p><b><u>REVIEWED BY:</u></b> <i>Chris Whitlow, County Administrator</i> </p>

**BACKGROUND:**

The Temples are the owners of a 3.285 acre waterfront lot on Strawberry Banks Drive in the Gills Creek District. Strawberry Banks Drive is a state maintained road with a R/W width of 50 feet. There is one single family home on this parcel. County Tax records list the home as a one bedroom 1536 square foot single story home with basement. There is also a large garage (+1600) sq. ft. on the property. Use of the garage as a component of the short term rental request is not requested by the applicant.

The site has both wooded and open space areas. Approximately one-third of the site is wooded, with the wooded areas being closest to the lake. The house is located within the wooded area, close to the lake.

**DISCUSSION:**

Short Term Rentals are defined as the rental of a dwelling for a period of 30 days or less. The Temple property is zoned A-1 Agricultural. Per Section 25-179 of the County Code, short term rentals are permitted in A-1 zoning districts provided the Board of Supervisors issues a special use permit for the use.

The public hearing for the proposed special use permit request was held on May 19<sup>th</sup>. After a motion to deny the request failed, a second motion was made to table action on the request.

**RECOMMENDATION:**

The Planning Commission held their public hearing on May 12<sup>th</sup> and recommended to approve the Special Use Permit request as demonstrated in the attached resolution.

The Board may consider the following motions related to this request.

**(APPROVE as Recommended by the Planning Commission)** I find that such use will not be of substantial detriment to adjacent property, that the character of the zoning district will not be changed thereby, and that such use will be in harmony with the purpose and intent of the County Code with the uses permitted by right in the zoning district, and with the public health, safety and general welfare to the community and APPROVE the request with the four (4) conditions as follows:

1. This special use permit authorizing the short term rental dwelling on tax parcel # 0320005800 shall only apply to the existing dwelling on the property. No future dwelling on the property shall be used for short term rental unless this special use permit shall be revised by the Board of Supervisors after review and recommendation of the Planning Commission.
2. The owner shall always comply with the supplementary regulations for short term rentals found in Section 25-138 of the Franklin County Code
3. The County Building Official and Fire Marshall shall inspect the proposed short term rental use within 30 days of the approval of the special use permit for the short term rental. No short term rental of the property shall be authorized until these inspections take place, and the property is found to be compliant with the applicable county building and fire codes.
4. Prior to using the property as a short term rental use, a certified professional engineer shall evaluate the existing septic system serving the house and provide the county with a report that certifies that the system is functioning properly and can meet the demands of a two bedroom home.

**OR**

**(DENY)** I find that such use will be of substantial detriment to adjacent property, that the character of the zoning district will be changed thereby, and that such use will not be in harmony with the purpose and intent of the County Code with the uses permitted by right in the zoning district, and with the public health, safety and general welfare to the community and therefore DENY the request.

**OR**

**(TABLE)** I move to table this request to allow for the applicant and staff to develop other possible modifications for consideration by the Board.

# Department of Planning & Community Development



## Transmittal of Planning Commission Action

**Date:** April 6, 2020

**Item:** Boyd K. Temple and LeAnn L. Temple, Applicants and Owners, requesting a Special Use Permit to allow for the short term tourist rental of a dwelling, on an approximate 3.29 acre parcel, currently zoned A-1, Agricultural District. (Case # SPEC-02-20-16509).

**Prepared by:** Steven M. Sandy, Director of Planning & Community Development

**Date of Commission Action:** Public Hearing, March 10, 2020

### SUMMARY OF REQUEST

The Temples are the owners of a 3.285 acre waterfront lot on Strawberry Banks Drive in the Gills Creek District. Strawberry Banks Drive is a state maintained road with a R/W width of 50 feet. There is one single family home on this parcel. County Tax records list the home as a one bedroom 1536 square foot single story home with basement. There is also a large garage (+1600) sq. ft. on the property. Use of the garage as a component of the short term rental request is not requested by the applicant.

The site has both wooded and open space areas. Approximately one-third of the site is wooded, with the wooded areas being closest to the lake. The house is located within the wooded area, close to the lake.

There were six (6) public comments received at the advertised public hearing.

**Commission's Recommendation:** The Planning Commission determined that such use will not be of substantial detriment to adjacent property, that the character of the zoning district will not be changed thereby, and that such use will be in harmony with the purpose and intent of the County Code with the uses permitted by right in the zoning district, and with the public health, safety and general welfare to the community and APPROVED the request with the four (4) conditions as follows:

1. This special use permit authorizing the short term rental dwelling on tax parcel # 0320005800 shall only apply to the existing dwelling on the property. No future dwelling on the property shall be used for short term rental unless this special use permit shall be

revised by the Board of Supervisors after review and recommendation of the Planning Commission.

2. The owner shall always comply with the supplementary regulations for short term rentals found in Section 25-138 of the Franklin County Code
3. The County Building Official and Fire Marshall shall inspect the proposed short term rental use within 30 days of the approval of the special use permit for the short term rental. No short term rental of the property shall be authorized until these inspections take place, and the property is found to be compliant with the applicable county building and fire codes.
4. Prior to using the property as a short term rental use, a certified professional engineer shall evaluate the existing septic system serving the house and provide the county with a report that certifies that the system is functioning properly and can meet the demands of a two bedroom home.

**Roll Call Vote:            Motion to Approve with Conditions: Crawford    Seconded : McGhee**

AYES:            Doss, Crawford, McGhee, Clements, Mitchell, Webb  
NAYES:          Colby  
ABSENT:        None  
ABSTAIN:       None

**The Planning Commission's motion to recommend approval of the requested Special Use Permit was approved by a vote of 6-1-0-0 with the four (4) conditions listed above.**

**RESOLUTION # \_\_\_\_\_**

**APPLICATION OF BOYD K. TEMPLE AND LEANN L. TEMPLE, APPLICANTS AND OWNERS, REQUESTING A SPECIAL USE PERMIT WITH POSSIBLE CONDITIONS, TO ALLOW FOR THE SHORT TERM TOURIST RENTAL OF A DWELLING, LOCATED ON AN APPROXIMATE 3.29 ACRE PROPERTY. THE PROPERTY, CURRENTLY ZONED A-1, AGRICULTURE, IS LOCATED AT 601 STRAWBERRY BANKS DRIVE IN THE GILLS CREEK DISTRICT OF FRANKLIN COUNTY AND IS FURTHER IDENTIFIED BY FRANKLIN COUNTY REAL ESTATE RECORDS AS TAX MAP/PARCEL # 0320005800. SHORT TERM TOURIST RENTALS OF A DWELLING IS A PERMITTED USE BY SPECIAL USE PERMIT IN A-1 AGRICULTURE ZONING DISTRICTS AND SUBJECT TO THE SUPPLEMENTAL REGULATIONS FOUND IN SECTION 25-138 OF THE FRANKLIN COUNTY CODE. THE PROPERTY HAS A FUTURE LAND USE DESIGNATION OF LOW DENSITY RESIDENTIAL.**

**WHEREAS, Boyd K. Temple and LeAnne L. Temple did file an application requesting a Special Use Permit to allow for the short term tourist rental of a dwelling on an approximate 3.29 acre parcel, located in Gills Creek District, and**

**WHEREAS, the 3.29 acre property is zoned A-1, Agricultural and short term tourist rental of a dwelling is a permitted use by special use permit in A-1 districts, and**

**WHEREAS, after due legal notice as required by Section 15.2-2204/2205 of the Code of Virginia of 1950, as amended, the Planning Commission and Board of Supervisors did hold public hearings on March 10, 2020 and April 21, 2020, respectively, at which time, all parties in interest were given an opportunity to be heard, and**

**WHEREAS, after full consideration, the Franklin County Planning Commission recommended APPROVAL of the Special Use Permit with the following four (4) conditions:**

- 1. This special use permit authorizing the short term rental dwelling on tax parcel # 320005800 shall only apply to the existing dwelling on the property. No future dwelling on the property shall be used for short term rental unless this special use permit shall be revised by the Board of Supervisors after review and recommendation of the Planning Commission.**
- 2. The owner shall always comply with the supplementary regulations for short term rentals found in Section 25-138 of the Franklin County Code**
- 3. The County Building Official and Fire Marshall shall inspect the proposed short term rental use within 30 days of the approval of the special use permit for the short term rental. No short term rental of the property shall be authorized until these inspections take**

place, and the property is found to be compliant with the applicable county building and fire codes.

4. Prior to using the property as a short term rental use, a certified professional engineer shall evaluate the existing septic system serving the house and provide the county with a report that certifies that the system is functioning properly and can meet the demands of a two bedroom home.

**WHEREAS**, after full consideration, The Board of Supervisors determined that such use will not be of substantial detriment to adjacent property, that the character of the zoning district will not be changed thereby, and that such use will be in harmony with the purpose and intent of the County Code with the uses permitted by right in the zoning district, and with the public health, safety and general welfare to the community and **APPROVED** the request with the four (4) conditions recommended by the Planning Commission as contained in this Resolution.

**THEREFORE, BE IT RESOLVED**, that a copy of this resolution be transmitted to the Clerk of the Planning Commission, the Franklin County Commissioner of Revenue and the Franklin County Zoning Administrator and that the Clerk be directed to reflect this action to **APPROVE** the Special Use Permit in the records of Franklin County.

On the motion by \_\_\_\_\_ to approve the requested Special Use Permit, and seconded by \_\_\_\_\_, said motion was **APPROVED** by the following recorded vote:

**AYES:**

**NAYES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Madeline Sefcik, Clerk  
Franklin County Board of Supervisors

\_\_\_\_\_  
Date

**FRANKLIN COUNTY**  
Board of Supervisors



**Franklin County**  
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**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b> <i>Special Use Permit- Mohammad Alkhawaja</i></p> <p><b><u>SUBJECT/PROPOSAL/REQUEST</u></b> <i>Consideration of Mohammad Alkhawaja Special Use Permit request</i></p> <p><b><u>STRATEGIC PLAN FOCUS AREA:</u></b></p> <p><input checked="" type="checkbox"/> <i>Economic Development</i>      <input type="checkbox"/> <i>Financial Stability</i></p> <p><input type="checkbox"/> <i>Infrastructure</i>                      <input type="checkbox"/> <i>Lifelong Learning</i></p> <p><input checked="" type="checkbox"/> <i>Managed Growth</i>              <input type="checkbox"/> <i>Public Safety</i></p> <p><input type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><b><u>AGENDA DATE:</u></b>              June 16, 2020</p> <p><b><u>ACTION:</u></b>                              Yes</p> <p><b><u>INFORMATION:</u></b></p> <p><b><u>ATTACHMENTS:</u></b>              Yes</p> <p><b><u>CONSENT AGENDA:</u></b> No</p> <p><b><u>STAFF CONTACT(S):</u></b> Sandy</p> <p><b><u>REVIEWED BY:</u></b> Chris Whitlow, County Administrator </p>
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**BACKGROUND:**

The property is currently used as a convenience store with gas sales with an apartment on the lower level of the convenience store. Access to the site is from existing curb cuts on Doe Run Road (SR 674) and Tripple Creek Road (SR 1019).

Land uses in the general area are primarily residential with several small commercial businesses located near this intersection. Except for the convenience store, most of the other properties north of Doe Run Road are zoned A-1 Agriculture, with the exception of a large M-1 property that has recently been used as a storage yard associated with the Mountain Valley Pipeline project. Properties south of Doe Run Road are non-zoned.

**DISCUSSION:**

In December of 2019, this property was previously considered for a SUP that would allow the sale of used vehicles on the property. Several people spoke at the public hearing for this SUP request. Speakers opposed to the SUP request cited concerns of traffic, trash and noise. The Commission recommended approval of the request to the BOS. The Board denied the request for used vehicle sales at their meeting on December 17, 2019 by a vote of 7-0.

The public hearing for the proposed special use permit request was held on May 19<sup>th</sup> where the Board tabled action on the request until the applicant could provide a concept plan that properly indicated all required parking spaces for the convenience store could be achieved if the SUP was approved.

Staff met with the applicant on site and requested the updated plan. As of the writing of this report, the requested plan has not been received.

**RECOMMENDATION:**

The Planning Commission held their public hearing on May 12<sup>th</sup> and recommended to approve the Special Use Permit request as demonstrated in the attached resolution.

Staff recommends that this request be tabled again until the requested plan is received.

The Board may consider the following motions related to this request.

**(APPROVE as Recommended by the Planning Commission)** I find that such use will not be of substantial detriment to adjacent property, that the character of the zoning district will not be changed thereby, and that such use will be in harmony with the purpose and intent of the County Code with the uses permitted by right in the zoning district, and with the public health, safety and general welfare to the community and APPROVE the request with the six (6) conditions as follows:

- 1 Uses authorized by this SUP shall be limited to the rental of moving trucks and trailers.
- 2 No vehicle repairs shall be allowed on the property.
- 3 All vehicles on this property shall be in operable condition. No vehicles or equipment shall be stored within the grass area behind the convenience store.
- 4 All moving trucks and trailers shall be located along the Tripple Creek Road side of the building as proposed on the submitted concept plan.
- 5 Any freestanding signage proposed shall comply with the county sign regulations, shall be of a monument design and shall not be more than eight (8) feet in height. A sign permit, approved by the county, shall be required.
- 6 A minor site plan shall be submitted within sixty (60) days of SUP approval and approved by the zoning administrator, showing all required parking areas for store customers and moving truck and trailer display areas, landscaping and other site features as required by the Franklin County zoning ordinance.

**OR**

**(DENY)** I find that such use will be of substantial detriment to adjacent property, that the character of the zoning district will be changed thereby, and that such use will not be in harmony with the purpose and intent of the County Code with the uses permitted by right in the zoning district, and with the public health, safety and general welfare to the community and therefore DENY the request.

**OR**

**(TABLE)** I move to table this request to allow for the applicant and staff to develop other possible modifications for consideration by the Board.

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**Transmittal of Planning Commission Action**

**Date:** May 13, 2020

**Item:** Mohammad Alkhawaja, Applicant, and Kawaja Corporation, Owners, requesting a Special Use Permit to allow for the rental of moving equipment, on an approximate 1.68 acre parcel, currently zoned B-1, Limited Business District (Case # SPEC-02-20-16529).

**Prepared by:** Steven M. Sandy, Director of Planning & Community Development

**Date of Commission Action:** Public Hearing, May 12, 2020

**SUMMARY OF REQUEST**

The property is currently used as a convenience store with gas sales with an apartment on the lower level of the convenience store. Access to the site is from existing curb cuts on Doe Run Road (SR 674) and Tripple Creek Road (SR 1019).

In December of 2019, this property was previously considered for a SUP that would allow the sale of used vehicles on the property. Several people spoke at the public hearing for this SUP request. Speakers opposed to the SUP request cited concerns of traffic, trash and noise. The Commission recommended approval of the request to the BOS. The Board denied the request for used vehicle sales at their meeting on December 17, 2019 by a vote of 7-0.

Land uses in the general area are primarily residential with several small commercial businesses located near this intersection. Except for the convenience store, most of the other properties north of Doe Run Road are zoned A-1 Agriculture, with the exception of a large M-1 property that has recently been used as a storage yard associated with the Mountain Valley Pipeline project. Properties south of Doe Run Road are non-zoned.

**Commission's Recommendation:** The Planning Commission determined that such use will not be of substantial detriment to adjacent property, that the character of the zoning district will not be changed thereby, and that such use will be in harmony with the purpose and intent of the County Code with the uses permitted by right in the zoning district, and with the public health, safety and general welfare to the community and APPROVED the request with the six (6) conditions as follows:

- 1 Uses authorized by this SUP shall be limited to the rental of moving trucks and trailers.

- 2 No vehicle repairs shall be allowed on the property.
- 3 All vehicles on this property shall be in operable condition. No vehicles or equipment shall be stored within the grass area behind the convenience store.
- 4 All moving trucks and trailers shall be located along the Tripple Creek Road side of the building as proposed on the submitted concept plan.
- 5 Any freestanding signage proposed shall comply with the county sign regulations, shall be of a monument design and shall not be more than eight (8) feet in height. A sign permit, approved by the county, shall be required.
- 6 A minor site plan shall be submitted within sixty (60) days of SUP approval and approved by the zoning administrator, showing all required parking areas for store customers and moving truck and trailer display areas, landscaping and other site features as required by the Franklin County zoning ordinance.

**Roll Call Vote:            Motion to Approve: Doss Seconded : Crawford**

AYES:            Doss, Clements, Crawford, McGhee, Colby, Webb  
NAYES:          None  
ABSENT:        Mitchell  
ABSTAIN:        None

**The Planning Commission's motion to recommend approval of the requested Special Use Permit was approved by a vote of 6-0-1-0 with the six (6) conditions listed above.**

**RESOLUTION # \_\_\_\_\_**

**APPLICATION OF MOHAMMAD ALKHAWAJA, APPLICANT, AND KAWAJA CORPORATION, OWNERS, REQUESTING A SPECIAL USE PERMIT TO ALLOW FOR THE RENTAL OF MOVING EQUIPMENT, ON AN APPROXIMATE 1.68 ACRE PARCEL, CURRENTLY ZONED B-1, LIMITED BUSINESS, LOCATED AT 445 DOE RUN ROAD IN THE SNOW CREEK DISTRICT OF FRANKLIN COUNTY AND FURTHER IDENTIFIED AS TAX MAP/PARCEL # 0720034301 (CASE # 02-20-16529).**

**WHEREAS**, Mohammad Alkhawaja did file an application requesting a special use permit to allow for the rental of moving equipment on an approximate 1.68 acre parcel, and

**WHEREAS**, the property is currently zoned B-1, Limited Business District, and located in the Snow Creek District of Franklin County, and

**WHEREAS**, after due legal notice as required by Section 15.2-2204/2205 of the Code of Virginia of 1950, as amended, the Planning Commission and Board of Supervisors did hold public hearings on May 12, 2020 and May 19, 2020, respectively, at which time, all parties in interest were given an opportunity to be heard, and

**WHEREAS**, after full consideration the Franklin County Planning Commission recommended **APPROVAL** of the special use permit request with the following six (6) conditions:

- 1 Uses authorized by this SUP shall be limited to the rental of moving trucks and trailers.
- 2 No vehicle repairs shall be allowed on the property.
- 3 All vehicles on this property shall be in operable condition. No vehicles or equipment shall be stored within the grass area behind the convenience store.
- 4 All moving trucks and trailers shall be located along the Tripple Creek Road side of the building as proposed on the submitted concept plan.
- 5 Any freestanding signage proposed shall comply with the county sign regulations, shall be of a monument design and shall not be more than eight (8) feet in height. A sign permit, approved by the county, shall be required.
- 6 A minor site plan shall be submitted within sixty (60) days of SUP approval and approved by the zoning administrator, showing all required parking areas for store customers and moving truck and trailer display areas, landscaping and other site features as required by the Franklin County zoning ordinance.

**WHEREAS**, after full consideration, The Board of Supervisors determined that such use will not be of substantial detriment to adjacent property, that the character of the zoning district will not be changed thereby, and that such use will be in harmony with the purpose and intent of the County Code with the uses permitted by right in the zoning district, and with the public health, safety and general welfare to the community and **APPROVED** the request with the six (6) conditions recommended by the Planning Commission as contained in this Resolution.

**THEREFORE, BE IT RESOLVED**, that a copy of this Resolution be transmitted to the Clerk of the Planning Commission, the Franklin County Commissioner of Revenue and the Franklin County Zoning Administrator and that the Clerk be directed to reflect this action to **APPROVE** the amendment in the records of Franklin County.

On the motion by \_\_\_\_\_ to **APPROVE** the request and seconded by \_\_\_\_\_, said motion was approved by the following recorded vote:

**AYES:**

**NAYES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Madeline Sefcik, Clerk

\_\_\_\_\_  
Date



# Franklin County

*A Natural Setting for Opportunity*

## EXECUTIVE SUMMARY

<p><b><u>AGENDA TITLE:</u></b> <i>Short Term Rentals</i></p> <p><b><u>SUBJECT/PROPOSAL/REQUEST</u></b> <i>Discussion of potential additional restrictions on short term rentals</i></p> <p><b><u>STRATEGIC PLAN FOCUS AREA:</u></b></p> <p><input checked="" type="checkbox"/> <i>Economic Development</i>      <input checked="" type="checkbox"/> <i>Financial Stability</i>  <input type="checkbox"/> <i>Infrastructure</i>                      <input type="checkbox"/> <i>Lifelong Learning</i>  <input checked="" type="checkbox"/> <i>Managed Growth</i>                      <input checked="" type="checkbox"/> <i>Public Safety</i>  <input type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><b><u>AGENDA DATE:</u></b>                      June 16, 2020</p> <p><b><u>ACTION:</u></b>                                      No</p> <p><b><u>INFORMATION:</u></b></p> <p><b><u>ATTACHMENTS:</u></b>                      No</p> <p><b><u>CONSENT AGENDA:</u></b> No</p> <p><b><u>STAFF CONTACT(S):</u></b> <i>Steven Sandy</i></p> <p><b><u>REVIEWED BY:</u></b> <i>Christopher Whitlow, County Administrator</i></p>
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**BACKGROUND:**

During the May 19, 2020 Board of Supervisors meeting, the Board held public hearings as related to County Code amendments addressing short-term rentals. Following the public hearings, the Board adopted Code Amendments that instituted the following items:

- Short-term rental registry with annual application fee.
- Methods to improve safety in structures currently used as short-term rentals.
- Acquisition of services of a 3<sup>rd</sup> party vendor to monitor and track short term rentals.
- Increased fines for non-compliance
- Uniform regulations for short term rentals in the zoned and non-zoned areas.

At recent meetings the Board briefly discussed additional restrictions that might be applied in the zoned areas of the County to allow for more oversight. In particular, discussion revolved around possibly requiring short-term rentals in all zoned areas of the County to obtain a special use permit.

**DISCUSSION:**

In addition to the initial tasks undertaken by the staff to increase monitoring, compliance and safety of short-term rentals, some members of the Water’s Edge community have asked that the County consider additional regulations on short-term rentals in the zoned areas of the county. Many of you received emails in the past from some citizens requesting the Board take more action relative to short-term rentals.

Primarily, the request is to eliminate all by-right use of short-term rentals in the zoned areas (currently allowed in RPD- Residential Planned Development and PCD – Planned Commercial Development zoning districts) and require a special use permit in the RPD and PCD like the current requirement in Agriculture (A-1) zoning districts. This change would require anyone wishing to have short-term rentals in the A-1, PCD and RPD zoned areas of Franklin County to obtain a special use permit. This process requires a public hearing before both the Planning Commission and Board of Supervisors and notification of the adjacent property owners. Short term rentals would still be prohibited in all other zoning districts.

Additional proposals have been discussed by some Planning Commission members and members of the community as listed below:

- Setback requirements between dwellings - For example, a dwelling used for a short-term rental must be at least 100-feet from an adjacent dwelling.
- Minimum lot size requirements - Currently, there is no minimum lot size to conduct a short-term rental. As an example, a requirement could be considered that no short-term rental can occur on a lot that is less than 0.5 acres in size.

After discussion at the April 21<sup>st</sup> meeting, no consensus was reached on next steps. It was requested that this discussion be continued until all members of the board were present to participate.

At the May meeting, there was still only six members present, therefore, the discussion was once again carried over until June 16<sup>th</sup> meeting.

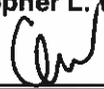
**RECOMMENDATION:**

Planning staff respectively requests that the Board of Supervisors discuss the above proposals to amend short-term rental zoning regulations and consider referring any proposed amendments to the Planning Commission for review and recommendation prior to conducting required public hearings.



**Franklin County**  
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**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b> Local CARES Act Funding Overview</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Overview of federal CARES Act funding provided to Franklin County</p> <p><b><u>STRATEGIC PLAN FOCUS AREA:</u></b></p> <p><input type="checkbox"/> <i>Economic Development</i>      <input checked="" type="checkbox"/> <i>Financial Stability</i></p> <p><input type="checkbox"/> <i>Infrastructure</i>                      <input type="checkbox"/> <i>Lifelong Learning</i></p> <p><input type="checkbox"/> <i>Managed Growth</i>                  <input type="checkbox"/> <i>Public Safety</i></p> <p><input type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><b><u>AGENDA DATE:</u></b>                      June 16, 2020</p> <p><b><u>BOARD ACTION:</u></b>                      No</p> <p><b><u>INFORMATION:</u></b>                        Yes</p> <p><b><u>ATTACHMENTS:</u></b>                        Yes</p> <p><b><u>CONSENT AGENDA:</u></b>                  No</p> <p><b><u>ATTACHMENTS:</u></b>                        No</p> <p><b><u>STAFF CONTACT(S):</u></b> <i>Carter, Burnette, Ferguson</i></p> <p><b><u>REVIEWED BY:</u></b> Christopher L. Whitlow, County Administrator </p>
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**BACKGROUND:**

The COVID-19 pandemic has caused immeasurable damage to the local, state, national, and global economies. The United States government has approved several bills providing funding to various sectors of the American economy in an effort to boost economic activity. The signature bill to date is called the CARES Act which, in part, provides billions of dollars to states and localities to assist with COVID-related expenses. Franklin County has received \$4,889,448 from the Commonwealth of Virginia as a pass through from the United States Treasury.

**DISCUSSION:**

Staff will provide the Board with an overview of the CARES Act as it relates to the funding received locally and discuss potential expenditures of these funds as directed by the Act. The law broadly outlines how the County can spend the grant funding and requires that all funds be expended by December 30, 2020. Any funds not spent by the deadline must be sent back to the federal government. All potential projects must be related to the COVID-19 crisis in some way. Eligible expenses purchased after March 1st and not included in the County's annual budget as of March 27th may be reimbursable from the CARES Act grant. The guidance and frequently asked questions from the US Treasury are attached.

A team of staff members have been meeting to review potential projects and how those projects fit with the received federal guidance. Various County departments have submitted potential projects for review. Unfortunately, federal guidance is somewhat vague and continues to change on a weekly basis. The final CARES Act law allows local governments to spend the funds on COVID-related items as the locality deems "reasonable". While this seemed to provide a great deal of flexibility, the Act also included a provision that the uses of the money would be reviewed only after the expenditures were made and if the expense was deemed later to be non-compliant then the County would have to return the ineligible expenses out of its own funds. Due to the vagueness of the original Act wording, auditors and County Attorneys across Virginia are cautioning that only a very select group of expenses should be contemplated until further Treasury guidance is received. Staff is attempting to achieve a balance between making use of the funds to the greatest extent possible while also ensuring that no non-allowable expenditures are made.

**RECOMMENDATION:**

Staff respectfully requests that the Board hear a staff presentation on the CARES Act and an initial list of potential expenditures for which these funds can be used.

**POSSIBLE BOARD ACTIONS:**

MOTION to APPROVE:            Not Applicable

MOTION to TABLE:            Not Applicable

MOTION to DENY:                Not Applicable

**Coronavirus Relief Fund**  
**Guidance for State, Territorial, Local, and Tribal Governments**  
**April 22, 2020**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.<sup>1</sup>

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

***Necessary expenditures incurred due to the public health emergency***

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

***Costs not accounted for in the budget most recently approved as of March 27, 2020***

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

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<sup>1</sup> See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

***Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020***

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

***Nonexclusive examples of eligible expenditures***

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
  - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - Costs of providing COVID-19 testing, including serological testing.
  - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
  - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
  - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - Expenses for public safety measures undertaken in response to COVID-19.
  - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
  - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
  - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
  - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
  - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
  - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
  - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
  - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
  - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
  - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

***Nonexclusive examples of ineligible expenditures<sup>2</sup>***

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.<sup>3</sup>
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

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<sup>2</sup> In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

<sup>3</sup> See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

**Coronavirus Relief Fund  
Frequently Asked Questions  
Updated as of May 28, 2020**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).<sup>1</sup> Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

**Eligible Expenditures**

***Are governments required to submit proposed expenditures to Treasury for approval?***

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

***The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?***

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

***The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?***

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

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<sup>1</sup> The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

***May a State receiving a payment transfer funds to a local government?***

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

***May a unit of local government receiving a Fund payment transfer funds to another unit of government?***

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

***Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?***

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

***Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?***

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

***Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?***

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

***Are States permitted to use Fund payments to support state unemployment insurance funds generally?***

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

***Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?***

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

***The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?***

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

***In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers’ compensation coverage. Is the cost of this expanded workers compensation coverage eligible?***

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

***If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?***

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

***May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?***

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

***May Fund payments be used for COVID-19 public health emergency recovery planning?***

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

***Are expenses associated with contact tracing eligible?***

Yes, expenses associated with contract tracing are eligible.

***To what extent may a government use Fund payments to support the operations of private hospitals?***

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

***May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?***

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

***May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?***

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

***Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?***

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

***May recipients create a “payroll support program” for public employees?***

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

***May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?***

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

***May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?***

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

***The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?***

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

***The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?***

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

***May Fund payments be used to assist impacted property owners with the payment of their property taxes?***

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

***May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?***

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

***Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?***

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

***The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?***

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

***The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?***

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

***May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?***

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

***Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?***

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

***Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?***

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

***May a State impose restrictions on transfers of funds to local governments?***

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

***If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?***

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the accrued interest expense on TANs and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

***May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?***

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

***Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?***

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

***May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?***

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

***May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?***

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

***May recipients use Fund payments to provide loans?***

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

***May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?***

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

**Questions Related to Administration of Fund Payments**

***Do governments have to return unspent funds to Treasury?***

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

***What records must be kept by governments receiving payment?***

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

***May recipients deposit Fund payments into interest bearing accounts?***

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

***May governments retain assets purchased with payments from the Fund?***

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

***What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?***

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

***Are Fund payments to State, territorial, local, and tribal governments considered grants?***

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

***Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?***

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

***Are Fund payments subject to other requirements of the Uniform Guidance?***

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

***Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?***

Yes. The CFDA number assigned to the Fund is 21.019, pending completion of registration.

***If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?***

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

***Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?***

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

***If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?***

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program

or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

THE FOLLOWING TERMS ARE UP FOR APPOINTMENT/RE-APPOINTMENT

COMMITTEE	NAME	ADDRESS	DISTRICT	YEAR	TERM EXPIRES
AGING SERVICES	Pauline Nickelston	193 Storey Creek lane	Blue Ridge	4-Year	7/1/2020
	Joyce Perdue	1311 Pine Grove Road	Union Hall	4-Year	7/1/2020
	Leigh Prom	226 Magnolia Lane	Blackwater	4-Year	7/1/2020
	Maggie Gray	129 Leeward Drive	Gills Creek	4-Year	7/1/2020
Building Code Appeals		VACANCY			
		VACANCY			
DAN RIVER ASAP	Brandt Gawor		CITIZEN APT.	3-Year	6/30/2016
LIBRARY BOARD		RESIGNED	BOONE	4-Year	
		VACANCY	UNION HALL	4-Year	
PIEDMONT COMMUNITY SERVICE	Debbie Powell	RESIGNED EFFECTIVE 4/13/2019		3-Year	
	Betty Buckingham	125 Patterson Avenue		3-Year	6/30/2020
PLANNING COMMISSION	Earl Webb	929 Coles Creek Road	BLACKWATER	4-Year	6/30/2020
	James M. Colby	80 Coveport Place	GILLS CREEK	4-Year	6/30/2020
RECREATION COMMITTEE	Kay Saleeby	85 Forest Hill Road	ROCKY MOUNT	3-Year	6/30/2020
	Reba Dillion	6051 Burnt Chimney Road	GILLS CREEK	3-Year	6/30/2020
	Jessica Gowor	245 Farmington Road	AT-LARGE		6/30/2019
SOCIAL SERVICES	John Lipscomb	346 Quail Valley Lane	BOONE	4-Year	6/30/2020
West Piedmont Planning District Commission	David Thorp	Hardy, Virginia 24101	CITIZEN APT.	3-Year	
Western Virginia Regional Industrial Development Authority		VACANCY		4-Year	



# Franklin County

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## EXECUTIVE SUMMARY

<p><b>AGENDA TITLE:</b> Courthouse Security Fees</p> <p><b>SUBJECT/PROPOSAL/REQUEST</b> Request to amend County Code Sec 1-17 to increase fee and appropriate funds to Sheriff's Office courthouse security</p> <p><b>STAFF CONTACT(S):</b> Major Sigmon, Capt. Amos, Mr. Brian Carter</p>	<p><b>AGENDA DATE:</b> June 16, 2020</p> <p><b>ITEM NUMBER:</b> <b>ACTION:</b></p> <p><b>CONSENT AGENDA:</b> NO</p> <p><b>INFORMATION:</b> <b>ATTACHMENTS:</b> NO</p> <p><b>REVIEWED BY:</b> Christopher L. Whitlow. County Administrator</p>
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**BACKGROUND:**

The Office of the Sheriff, County of Franklin is a full-service law enforcement agency with jail, court security, and law enforcement responsibilities. The Franklin County Sheriff's Office is charged with courthouse and courtroom security at the Franklin County courthouse. The Franklin County Court system has one Circuit court, one General District court, and two Juvenile and Domestic Relations courts. Due to the increase in cases being heard, the second J&D court was opened in 2015. These courts operate Monday through Friday and have seen an increase in cases and business in the courthouse over the last few years.

In 2015, the Franklin County courthouse underwent several renovations; to include limiting access by providing one entry point. This entry point is staffed with Franklin County Sheriff's Office deputies that screen individuals entering the courthouse. This screening is completed through several means to include; staff, metal detectors, handheld wands and other equipment. Bailiffs provide security to the courtroom, judge and citizens as well as transport prisoners to and from the Franklin County jail. The Sheriff's Office utilizes full time and part-time deputies to assist in the security of the courthouse. Part-time deputies are paid an hourly rate.

**DISCUSSION:**

The Franklin County Sheriff's Office incurs costs to staff and keep the courthouse and courtrooms safe and secure. There are challenges in maintaining staffing of part-time deputies that are Law Enforcement certified. The hourly rate for these part-time deputies is \$15.45 per hour. Similar positions in surrounding jurisdictions have significantly higher pay rates for these positions, making it more appealing to go to those areas for employment. The Franklin County Sheriff's Office has not seen an increase in the part-time salaries line item (2107 51003) for several years. Not only is there an employee cost, but there are equipment costs as well. Metal detectors and the x-ray machine require yearly maintenance and calibrations. There will also be a significant cost when the time comes to replace that equipment at end of life. The Sheriff's Office will use the additional revenue to increase part-time pay for deputies assigned to Courthouse security and for Courthouse security equipment maintenance.

The importance and significance of courthouse security is demonstrated under Code of Virginia 53.1-120. The Franklin County code adopted this code in Chapter 1, Section 1-17. - Provision local courthouse security. This code section assesses a ten dollar (\$10) charge as part of the costs in each criminal or traffic case in Franklin County General District, Juvenile and Domestic, or Circuit Courts in which the defendant is convicted. The assessment shall be collected by the clerk of the court, remitted to the treasurer and held by the treasurer subject to appropriation by the governing body to the Sheriff's Office for the funding of courthouse security.

Governor Northam recently signed Senate Bill 149 into law and will go into effect July 1, 2020. This bill allows localities to increase Courthouse and Courtrooms security fees from \$10 to \$20. Increasing the courthouse security fee to \$20 is estimated to add approximately \$50,000 in new revenue to the County budget. Prior to a fee increase, a public hearing is

required to amend the current County Code Chapter 1, Section 1-17. - Provision local courthouse security. In an effort to facilitate the fee increase and subsequent expected new resulting revenue, a public hearing on the proposed amendment to the County Code (attached) must first be held, upon which Board action can be considered.

**RECOMMENDATION:**

Following the public hearing, the Office of the Sheriff respectfully requests that the Board of Supervisors to consider amending County Code Chapter 1, Section 1-17 to increase the Courthouse security fee to \$20.00. If Code amendment is approved, the Office of the Sheriff requests such new revenue from the fee increase be designated into the Office of the Sheriff budget to increase part-time salaries for deputies assigned to Courthouse security and other expenses in Courthouse/courtroom security to include equipment maintenance and replacement.

**POSSIBLE BOARD ACTIONS:**

**MOTION to APPROVE:** Following this evening's public hearing and in accordance with the recently signed law (Senate Bill 149), I move to approve amending the current County Code Chapter 1, Section 1-17. - Provision local courthouse security, thereby increasing the Courthouse security fee to \$20.00.

**MOTION to TABLE:** Following this evening's public hearing and in accordance with the recently signed law (Senate Bill 149), I move to table amending the current County Code Chapter 1, Section 1-17. - Provision local courthouse security, thereby increasing the Courthouse security fee to \$20 until more information can be brought forth at a future meeting.

**MOTION to DENY:** Following this evening's public hearing and in accordance with the recently signed law (Senate Bill 149), I move to deny amending the current County Code Chapter 1, Section 1-17. - Provision local courthouse security, thereby increasing the Courthouse security fee to \$20.00.

Sec. 1-17. - Provision local courthouse security.

Pursuant to the provisions of Code of Virginia § 53.1-120, there is hereby assessed a charge of ~~ten~~ twenty dollars (\$~~10.00~~ 20.00) as part of the costs in each criminal or traffic case in Franklin County General District, Juvenile and Domestic or Circuit Courts in which the defendant is convicted. The assessment shall be collected by the clerk of the court, remitted to the treasurer and held by the treasurer subject to appropriation by the governing body to the sheriff's office for the funding of courthouse security.

(Ord. of 5-16-02(1); Ord. of 6-26-07(2))



**Franklin County**  
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**EXECUTIVE SUMMARY**

<b>AGENDA TITLE:</b> AEP Easement at SVBP Public Hearing	<b>AGENDA DATE:</b> June 16, 2020
<b>SUBJECT/PROPOSAL/REQUEST:</b> Public hearing for easement transfer to AEP at the Summit View Business Park	<b>BOARD ACTION:</b> Yes
<b>STRATEGIC PLAN FOCUS AREA:</b>	<b>INFORMATION:</b> No
<input checked="" type="checkbox"/> <i>Economic Development</i>	<b>ATTACHMENTS:</b> Yes
<input type="checkbox"/> <i>Financial Stability</i>	<b>CONSENT AGENDA:</b> No
<input type="checkbox"/> <i>Infrastructure</i>	<b>ATTACHMENTS:</b> No
<input type="checkbox"/> <i>Lifelong Learning</i>	<b>STAFF CONTACT(S):</b> Burnette
<input type="checkbox"/> <i>Managed Growth</i>	<b>REVIEWED BY:</b> Christopher L. Whitlow, County Administrator 
<input type="checkbox"/> <i>Public Safety</i>	
<input type="checkbox"/> <i>Operational Effectiveness</i>	

**BACKGROUND:**

The Franklin County Office of Economic Development continues to work on the extension of relevant and adequate utility infrastructure throughout the Summit View Business Park. Provision of utilities to the three announced businesses within SVBP is a top priority to fulfill the County's contractual obligations and ensure that all necessary utilities are in place to allow each business to open when ready.

**DISCUSSION:**

To enable Stik-Pak to begin operations when their facility is complete, the County must work with Appalachian Electric Power (AEP) to install three-phase power from its current ending point to the Stik-Pak site. Additionally, this extension should be installed in a way that best sets the County up to extend power to the Traditional Medicinals site at a later date. The Board has previously provided a blanket easement to AEP along all roads within the park to do underground electric extensions to serve customers. As the Stik-Pak extension has moved through design, it was found that an overhead line on the back side of the Stik-Pak site would be much more economical while not affecting the overall aesthetics of the park. This new overhead line would run from the current terminus of the existing overhead three-phase line near the Commonwealth Parkway-Virginia Way intersection along the back of the Stik-Pak site and then go underground to a terminus along another side of Stik-Pak. This underground section meets the requirements of the Covenants of the park and will make the future extension to Traditional Medicinals more economical. To install the overhead line extension to serve Stik-Pak, a forty-foot (40') wide easement is needed by AEP. Prior to transferring such an easement, the Board must hold a public hearing to hear comments for the public. Staff is requesting that the Board hear public comment on the proposed easement transfer to AEP during a public hearing on June 16, 2020.

**RECOMMENDATION:**

Staff respectfully requests that the Board hear public comment during the scheduled public hearing regarding the transfer of a forty-foot wide easement to AEP at the Summit View Business Park to serve the Stik-Pak site and following such hearing consider granting the easement as presented.

**POSSIBLE BOARD ACTIONS:**

**MOTION to APPROVE:**

I make a motion to approve this easement transfer to Appalachian Electric Power for the construction of electric infrastructure at the Summit View Business Park and to authorize the County Administrator and County Attorney to execute such documents as necessary to make this easement transfer.

**MOTION to TABLE:**

I make a motion to table this request for the transfer of an easement to Appalachian Electric Power until further information is provided.

**MOTION to DENY:**

I make a motion to deny this easement transfer to Appalachian Electric Power and to direct Appalachian Electric Power to extend required electric service to the Stik-Pak site by underground means.

**TAX ID or PARCEL NO. 0370005400**

GRW 32-UGOHD – VA CORP

County of Franklin Eas. No. \_\_\_\_\_ R/W Map No. 3780-494 C4  
Summit Park W.O. No. W003278002 Job No. 20220025 Prop. No. 1  
Line Marshall Holdings Extension

THIS AGREEMENT, made this 4th day of MAY, 2020,  
by and between the **COUNTY OF FRANKLIN**, body politic, organized and existing under the laws of the Commonwealth of Virginia, herein called "Grantor", and APPALACHIAN POWER COMPANY, a Virginia corporation, herein called "Appalachian",

**WITNESSETH:**

That for and in consideration of the sum of One Dollar (\$1.00), or other good and valuable consideration from Appalachian, the receipt and sufficiency of which hereby acknowledged, Grantors hereby grant, convey, and warrant to Appalachian, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line or lines, and communication lines, in, on, along, through, over, across or under the following described lands of the Grantor situated in **Boone** District, County of **Franklin**, State of Virginia.

Being a right of way and easement on the property of the Grantors identified as Franklin County, Tax Parcel No. 0370005400 herein after referred to as "premises."

Said right of way and easement on Franklin County Tax Parcel No. 037005400 extends in a southwesterly direction from Appalachian's existing pole numbered 37800494C46202 to new pole numbered 37800494C46238. Overhead easement areas shall be forty feet in width, lying 20 feet on each side of the centerline

TOGETHER with the right, privilege and authority to Appalachian, its successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, poles, with wires, cables, crossarms, guys, anchors, grounding systems and all other appurtenant equipment and fixtures, underground conduits, ducts, vaults, cables, wires transformers, pedestals, risers, pads, fixtures, and appurtenances (hereinafter called "Appalachian's Facilities"), and string wires and cables, adding thereto from time to time, in, on, along, over, through, across and under the above referred to premises. The right to cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the right of way and easement; the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantors at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith. Within the Easement, Grantor shall not: place any buildings, structures, piles of debris, change the level of the ground by excavation or mounding.

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Appalachian Power Company, its successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

**THIS INSTRUMENT PREPARED BY AND UPON RECORDATION RETURN TO  
APPALACHIAN POWER COMPANY, PO BOX 2021, ROANOKE, VIRGINIA 24022**

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereto affixed the day and year first above written.

**COUNTY OF FRANKLIN**, a Virginia Body Politic

By: \_\_\_\_\_  
Christopher Whitlow, Its Interim Administrator

By: \_\_\_\_\_  
JIM GUYNN, Interim County Attorney

STATE OF VIRGINIA  
COUNTY OF FRANKLIN, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Christopher Whitlow, Interim Administrator for the County of Franklin a Virginia Body Politic.

\_\_\_\_\_  
My Commission expires

\_\_\_\_\_  
Notary Public/Commissioner

STATE OF VIRGINIA  
COUNTY OF FRANKLIN, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Jim Guynn, Interim Attorney for the County of Franklin a Virginia body politic.

\_\_\_\_\_  
My Commission expires

\_\_\_\_\_  
Notary Public/Commissioner



Existing AEP  
Power Line  
494-6202

494-6236

P/L

494-6237

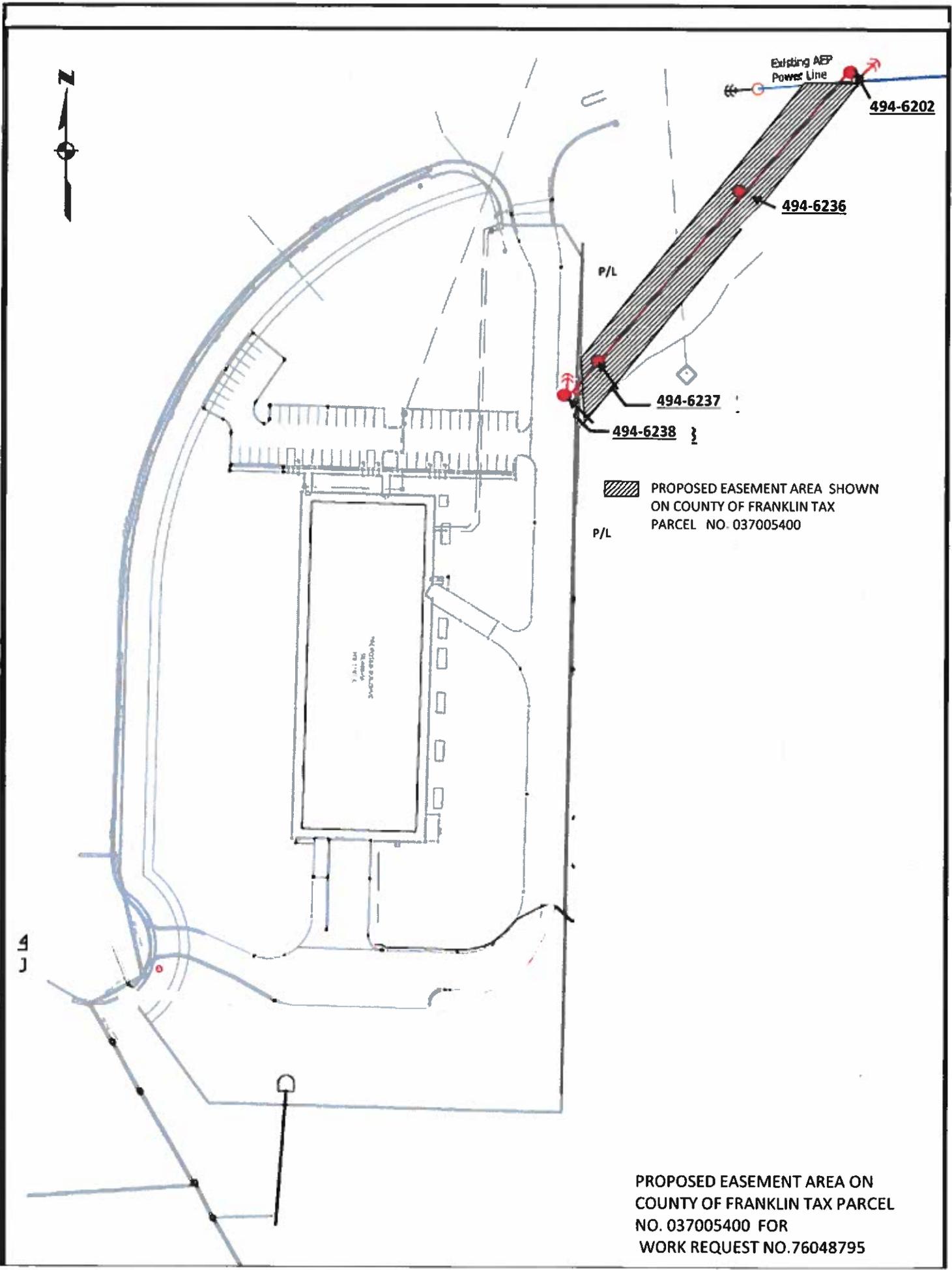
494-6238 }

 PROPOSED EASEMENT AREA SHOWN  
ON COUNTY OF FRANKLIN TAX  
PARCEL NO. 037005400

P/L

PROPOSED EASEMENT AREA ON  
COUNTY OF FRANKLIN TAX PARCEL  
NO. 037005400 FOR  
WORK REQUEST NO. 76048795

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# Department of Planning & Community Development



## Transmittal of Planning Commission Action

**Date:** June 3, 2020

**Item:** Karen Saunders, Applicant and Owner, requesting a Special Use Permit to allow for the short term rental of a dwelling, on an approximate 6.71 acre parcel, currently zoned A-1, Agricultural District.  
(Case # SPEC-04-20-16560).

**Prepared by:** Steven M. Sandy, Director of Planning & Community Development *SS*

**Date of Commission Action:** Public Hearing, May 12, 2020

### SUMMARY OF REQUEST

Ms. Saunders is the owner of a single family home on Hermitage Rd. in Wirtz, VA. Her career is requiring that she move out of state for the next ten years. She would like to retain ownership of her home so that it is available as a possible retirement location. Approval to use the house as a short term rental will be a source of income to offset maintenance costs and management fees and will allow her to periodically visit and stay at the home while she resides out of state.

The Saunders property is zoned A-1 Agricultural. Per Section 25-179 of the County Code, short term rentals are permitted in A-1 zoning districts provided the Board of Supervisors issues a special use permit for the use.

There were no public comments received at the advertised public hearing.

**Commission's Recommendation:** The Planning Commission determined that such use will not be of substantial detriment to adjacent property, that the character of the zoning district will not be changed thereby, and that such use will be in harmony with the purpose and intent of the County Code with the uses permitted by right in the zoning district, and with the public health, safety and general welfare to the community and APPROVED the request with the three (3) conditions as follows:

1. This SUP shall only apply to the existing house located at 345 Hermitage Rd. and shall not apply to any additional homes that may in the future be constructed on tax parcel 0470007000.

2. The Franklin County Building Official and Fire Marshal shall inspect the structure proposed for short term rental use prior to the structure being used for short term rental to ensure all safety requirements are met.
3. The property owner shall complete the “Short Term Rental Certificate of Compliance Form” and submit the form to the zoning administrator prior to using the house as a short term rental. The property owner shall at all times comply with the supplementary regulations for short term rentals.

**Roll Call Vote:            Motion to Approve with Conditions: Crawford Seconded : Doss**

AYES:            Doss, Crawford, McGhee, Clements, Webb  
NAYES:          None  
ABSENT:        Mitchell  
ABSTAIN:       Colby

**The Planning Commission’s motion to recommend approval of the requested Special Use Permit was approved by a vote of 5-0-1-1 with the three (3) conditions listed above.**

**RESOLUTION # \_\_\_\_\_**

Application of Karen Saunders, Applicant and Owner, requesting a Special Use Permit to allow for the short term tourist rental of a dwelling on property currently zoned Agricultural District (A-1) consisting of +/- 6.71 acres, located at 345 Hermitage Road, in the Union Hall District of Franklin County and identified as Tax Map/Parcels #0470007000.  
(Case # SPEC-08-17-15754).

**WHEREAS**, Karen Saunders did file an application requesting a Special Use Permit to allow for the short term tourist rental of a dwelling on an approximate 6.71 acre parcel, located in the Union Hall District, and

**WHEREAS**, the 6.71 acre Saunders property is zoned A-1, Agricultural and short term tourist rentals of a dwelling are a permitted use by special use permit in A-1 districts, and

**WHEREAS**, after due legal notice as required by Section 15.2-2204/2205 of the Code of Virginia of 1950, as amended, the Planning Commission and Board of Supervisors did hold public hearings on May 12, 2020 and June 16, 2020, respectively, and

**WHEREAS**, after full consideration, the Franklin County Planning Commission recommended **APPROVAL** of the Special Use Permit with the following three (3) conditions:

1. This SUP shall only apply to the existing house located at 345 Hermitage Rd. and shall not apply to any additional homes that may be constructed on tax parcel 0470007000.
2. The Franklin County Building Official and Fire Marshal shall inspect the structure proposed for short term rental use prior to the structure being used for short term rental to ensure all safety requirements are met.
3. The property owner shall complete the "Short Term Rental Certificate of Compliance Form" and submit the form to the zoning administrator prior to using the house as a short term rental. The property owner shall at all times comply with the supplementary regulations for short term rentals.

**WHEREAS**, after full consideration, The Board of Supervisors determined that such use will not be of substantial detriment to adjacent property, that the character of the zoning district will not be changed thereby, and that such use will be in harmony with the purpose and intent of the County Code with the uses permitted by right in the zoning district, and with the public health, safety and general welfare to the community and **APPROVED** the request with the three (3) conditions recommended by the Planning Commission as contained in this Resolution.

**THEREFORE, BE IT RESOLVED**, that a copy of this resolution be transmitted to the Clerk of the Planning Commission, the Franklin County Commissioner of Revenue and the Franklin County Zoning Administrator and that the Clerk be directed to reflect this action to APPROVE the Special Use Permit in the records of Franklin County.

On the motion by \_\_\_\_\_ to approve the requested Special Use Permit, and seconded by \_\_\_\_\_, said motion was APPROVED by the following recorded vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

---

Madeline Sefcik, Clerk  
Franklin County Board of Supervisors

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Date

# Department of Planning & Community Development



## SPECIAL USE PERMIT STAFF REPORT

May 4, 2020

To: Franklin County Planning Commission

From: Terrance L. Harrington, AICP <sup>TH</sup>  
Senior Planner

Tax Parcel # 0470007000

District: Union Hall

Applicant/Owner: Karen Saunders

Case #: SPEC 04-20-16560

Re: Petition of Karen Saunders for a special use permit authorizing the use of a single family home for short term rental use located at 345 Hermitage Rd. in Wirtz VA.

### **BACKGROUND**

Ms. Saunders is the owner of a single family home on Hermitage Rd. in Wirtz, VA. Her career is requiring that she move out of state for the next ten years. She would like to retain ownership of her home so that it is available as a possible retirement location. Approval to use the house as a short term rental will be a source of income to offset maintenance costs and management fees and will allow her to periodically visit and stay at the home while she resides out of state.

The Saunders property is zoned A-1 Agricultural. Per Section 25-179 of the County Code, short term rentals are permitted in A-1 zoning districts provided the Board of Supervisors issues a special use permit for the use.

## **STAFF ANALYSIS OF CURRENT REQUEST**

### **SITE AND HOME CHARACTERISTICS**

The Saunders property is 6.71 acres in size and has frontage on Hermitage Road and significant access to Smith Mountain Lake. Hermitage Road is a private road. The Saunders's house at 345 Hermitage sits on the shore line and over hangs the lake. It is 600 feet from Hermitage Rd.

Most of the property is open land, however, vegetation along all four sides of the property screen the home from adjoining properties and Hermitage Road. Franklin County property tax records indicate that the Saunders home was constructed in 1989. It is a 901 sq. ft. one story dwelling with one bedroom and one bath. As a one bedroom dwelling, the maximum occupancy by short term renters is two adults.

### **SURROUNDING ZONING AND ZONING HISTORY**

The property has been zoned A-1 since the adoption of zoning in 1988. A variance request to allow an existing deck to be screened in was approved in 1994. Other properties in the general area are primarily zoned A-1 and R-1. The Shenandoah Shores subdivision located directly across Hermitage Rd. from the Saunders property is zoned R-1 Residential Suburban. The Retreat Subdivision is located directly across the lake and is also zoned R-1. The 4H Center which is adjacent to the Saunders property and occupies all the property from the Saunders site to the end of Hermitage Road, is zoned A-1 Agriculture.

### **TRAFFIC IMPACTS**

The staff does not anticipate any negative traffic impacts resulting from the approval of this short term rental request. Traffic from the short term rental will be minimal based upon the limited number of bedrooms in the structure. VDOT has reviewed this application and offered no comments. Most of the existing traffic on this portion of Hermitage Road is from residences within the Shenandoah Shores subdivision and traffic associated with the 4-H Center.

### **NOISE IMPACTS**

The staff does not anticipate any negative noise impacts resulting from the approval of this short term rental request. The relatively large property size, the location of the house on the property and the significant vegetation on the property will limit noise impacts off the property.

## **PUBLIC HEALTH AND SAFETY**

The Public Safety Department and the Health Department have reviewed this request. Neither department had any comments.

## **COMPREHENSIVE PLAN**

The Future Land Use designates the property located at 345 Hermitage Road as Low Density Residential according to the 2007 Franklin County Comprehensive Plan adopted by the Board of Supervisors in May of 2007. The comprehensive plan would support the special use permit for this property to be used as a short term rental dwelling unit due to the fact the property would not adversely impact surrounding properties. In addition, the residence is located on 6.71 acres of land with the dwelling unit constructed on piers below the 800' contour. The location of the dwelling is situated that it cannot be seen from other properties and the trees buffering between the two neighbors will help screen and reduce noise. As stated, the comprehensive plan would support the use of the property as a short-term rental in a low density residential designation as a place with minimal impact on other properties owners.

## **PROCESS AND CRITERIA FOR EVALUATING SPECIAL USE PERMIT IMPACTS**

The Board of Supervisors has reserved the right to issue or deny any special use permit requested for any use permitted as a special use by Article III of the District Regulations contained in the Franklin County Zoning Ordinance. Board action on any SUP request is subject to the review and recommendation of the County Planning Commission. Special use permits may be issued upon a finding by the Board that (1) such use will not be of substantial detriment to adjacent property, that (2) the character of the zoning district will not be changed, that (3) such use will be in harmony with the purpose and intent of the A-1 zoning district, and with the uses permitted by right in the A-1 district, and (4) with the public health, safety and general welfare of the Franklin County community. A-1 districts were established in the rural portions of the county that (1) are suitable for farming and low density residential development.

## **STAFF RECOMMENDATION**

The staff recommends the Commission recommend approval of this SUP request to allow the short term rental of the Saunders residence located at 345 Hermitage Road. The small size of the house, the location of the home on the property, the natural screening of the home, and the 300 foot separation from the proposed short term rental and the closest single family home will ensure that the proposed use will not be a substantial detriment to adjacent properties and will not change the character of adjacent zoning districts. Our recommendation of approval is with the following three conditions:

1. This SUP shall only apply to the existing house located at 345 Hermitage Rd. and shall not apply to any additional homes that may be constructed on tax parcel 0470007000.
2. The Franklin County Building Official and Fire Marshal shall inspect the structure proposed for short term rental use prior to the structure being used for short term rental to ensure all safety requirements are met.
3. The property owner shall complete the "Short Term Rental Certificate of Compliance Form" and submit the form to the zoning administrator prior to using the house as a short term rental. The property owner shall at all times comply with the supplementary regulations for short term rentals.

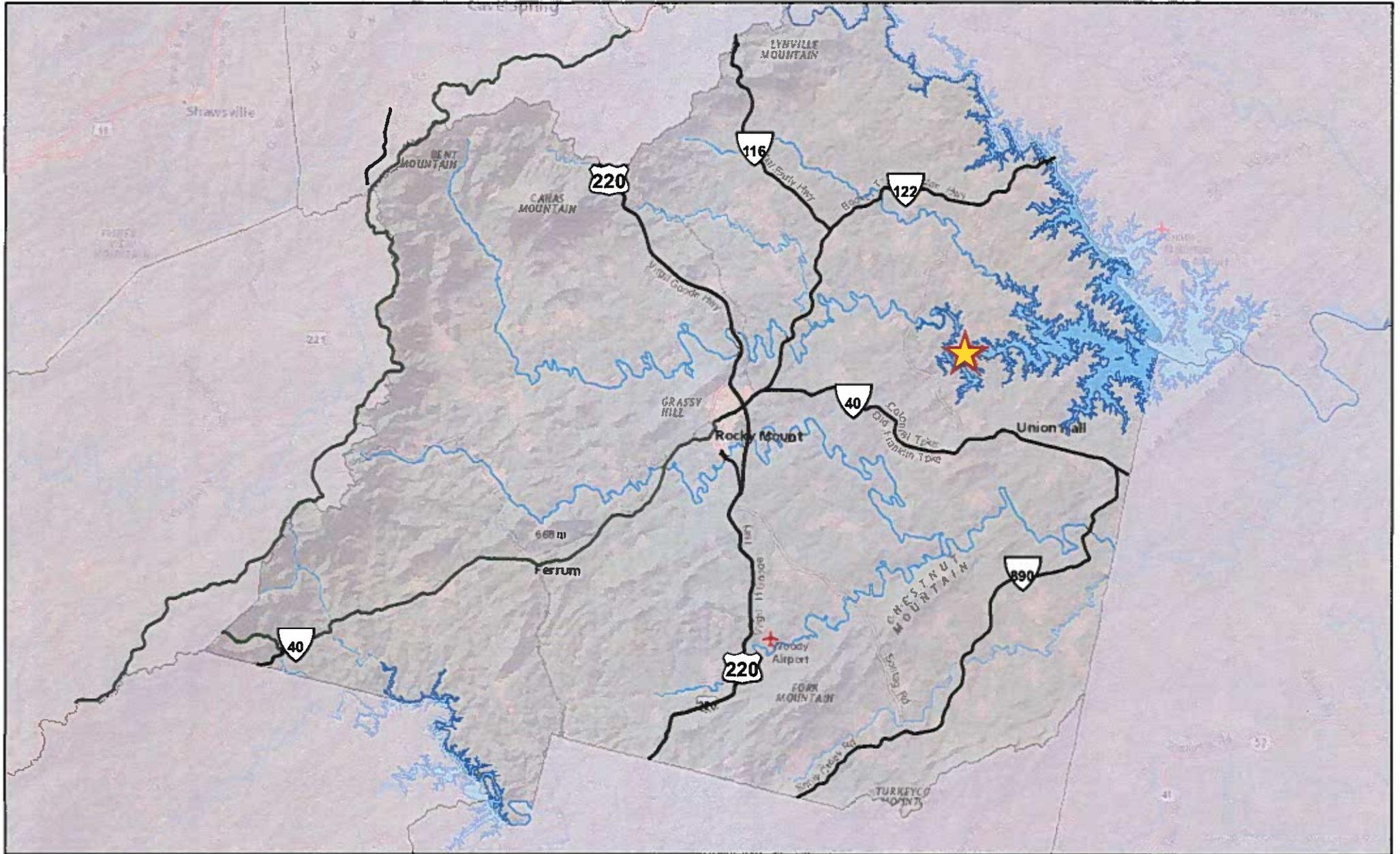
### **SAMPLE MOTIONS**

(Approve) I find the proposed special use permit to allow the single family structure located at 345 Hermitage Road to be used as a short term rental consistent with the purpose and intent of the Comprehensive Plan and good zoning practice and will not be of substantial detriment to the community. I therefore recommend approval of the SUP request with the following conditions:

1. This SUP shall only apply to the existing house located at 345 Hermitage Rd. and shall not apply to any additional homes that may in the future be constructed on tax parcel 0470007000.
2. The Franklin County Building Official and Fire Marshal shall inspect the structure proposed for short term rental use prior to the structure being used for short term rental to ensure all safety requirements are met.
3. The property owner shall complete the "Short Term Rental Certificate of Compliance Form" and submit the form to the zoning administrator prior to using the house as a short term rental. The property owner shall at all times comply with the supplementary regulations for short term rentals.

(Deny) I find the proposed SUP for a short term rental use of a single family structure located at 345 Hermitage Road will not aid in the creation of a convenient, attractive, or harmonious community. I therefore move to deny the request to approve SUP-04-20-16560

(Delay) I find that the required information for the submitted petition is incomplete. I therefore move to delay action until all necessary materials are submitted to the Planning Commission.

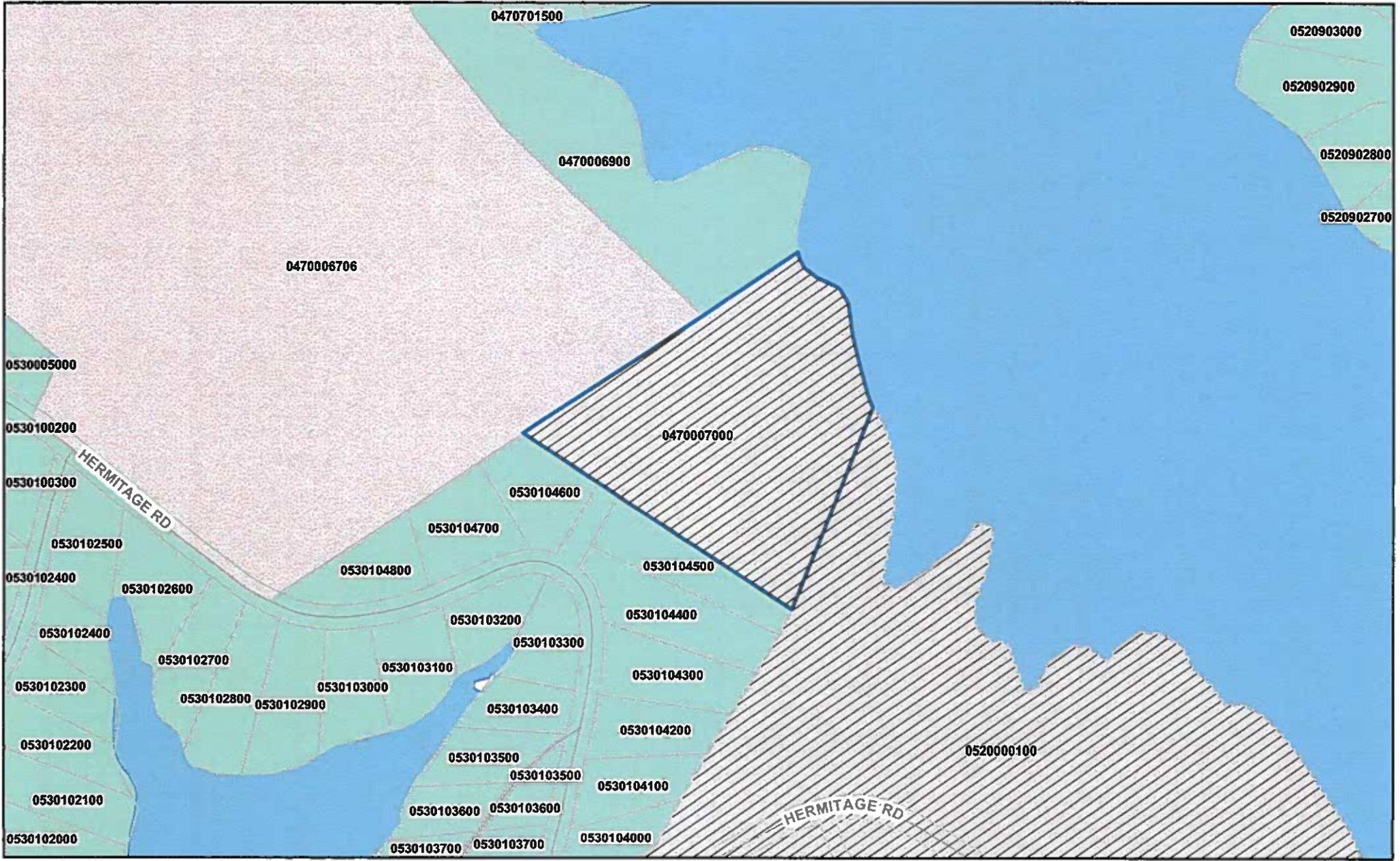


Tax Map # 0470007000  
SPEC-04-20-16560  
Karen Saunders

 Subject Property Location

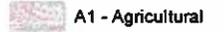
0 2.5 5 10 15 20





Tax Map # 0470007000  
 SPEC-04-20-16560  
 Karen Saunders

**Legend**

-  Subject Parcel
-  Parcels
-  Special Use Permit
-  A1 - Agricultural
-  R1 - Residential Suburban Subdivision

0 137.5 275 550



Date: 4/20/2020



Franklin Co GIS



**Tax Map # 0470007000**  
**SPEC-04-20-16560**  
**Karen Saunders**

0 500 1,000

**Legend**

- Subject Property
- Tax Parcels
- Low Density Residential



Date: 4/29/2020



Franklin Co GIS



**Legend**

- Subject Parcel
- Tax Parcels

2017 Pictometry Imagery

Tax Map # 0470007000  
 SPEC-04-20-16560  
 Karen Saunders

0 250 500



April 6, 2020

Department of Planning and Community Development  
1255 Franklin St., Suite 103  
Rocky Mount, VA 24151

To Whom It May Concern,

I am requesting a special use permit for short term rentals for my property located at 345 Hermitage Road, Wirtz, VA, which is currently zoned as A-1. I feel like no one will be negatively affected by the renting of my property. This 2-Bedroom cottage sits over the water, which is unique for Smith Mountain Lake, and is isolated as it sits on an almost 7-acre lot.

The proposed rental home is over 600' from the main road. When viewing the property from the main road, the 4-H Center is to the east and to the west is farmland and one lake-front property, which is occupied on a part-time basis. In the summer, when the trees are full of leaves, you cannot see this house, which is located over 300' away.

The reason I am asking for this special use permit is that my job has taken me to Florida for the next 10 years. I plan to retire back to Smith Mountain Lake so selling my home isn't an option. I'd also like to visit occasionally throughout the year so renting it full-time is not a favorable choice. I intend to use a rental company such as CB Rentals to rent the property for me. They will insure the individuals that rent the property are reputable.

Last, there are costs associated with maintenance and upkeep, which the rental income can assist with. This will insure that the property doesn't depreciate in value or become an eyesore for the lake and county, which we all love.

In closing, I appreciate your consideration of my request. Please do not hesitate to contact me, or my fiancé Danny DeWitt, with any questions you may have.

Sincerely,



Karen Saunders  
655 W Marina Cove Dr.  
Apt 246  
St. Augustine, FL 32080  
540.520.9560

Danny DeWitt  
345 Hermitage Rd  
Wirtz, VA 24184  
540.525.9219

**FRANKLIN COUNTY  
SPECIAL USE PERMIT APPLICATION**

(Type or Print)

I/We, Karen S Saunders, as Owner(s), Contract Purchasers, or Owner's Authorized Agent of the property described below, hereby apply to the Franklin County Board of Supervisors for a special use permit on the property as described below:

Petitioner's Name: Karen S. Saunders

Petitioner's Address: 345 Hermitage Lane, Wirtz VA 24184

Petitioner's Phone Number: 540.520.9560

Petitioner's E-mail: adventuregirl60@gmail.com

Property Owner's Name: same

Property Owner's Address: \_\_\_\_\_

Property Owner's Phone Number: \_\_\_\_\_

Property Owner's E-mail: \_\_\_\_\_

Directions to Property from Rocky Mount: 122 North, to right on Burnt Chimney Road. Right on Lovely Valley to stop sign. Right on Crafts Ford to Hermitage Road. Property on left - blue mailbox

Tax Map and Parcel Number: Map no. 047.00 - Parcel ID 0470007000, Parcel No. 070.00

Magisterial District: Union Hall

Property Information:

A. Size \_\_\_\_\_ of \_\_\_\_\_ Property:

Acreage = 6.71

B. Existing Zoning: A1

C. Existing \_\_\_\_\_ Land \_\_\_\_\_ Use:

Single family

D. Is property located within any of the following overlay zoning districts:

\_\_\_\_ Corridor District \_\_\_\_ Westlake Overlay District \_\_\_\_ Smith Mountain Lake Surface District

E. Is any land submerged under water or part of a lake? Yes  No  If yes, explain.

Proposed Special Use Permit Information:

A. Proposed \_\_\_\_\_ Land \_\_\_\_\_ Use:

Short-term rental

B. Size of Proposed Use: \_\_\_\_\_

C. Other Details of Proposed Use: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Checklist for completed items:**

- \_\_\_\_\_ Application Form
- \_\_\_\_\_ Letter of Application
- \_\_\_\_\_ Concept Plan
- \_\_\_\_\_ Application Fee

**\*\*I certify that this application for a special use permit and the information submitted herein is correct and accurate.**

Petitioner's Name (Print): KAREN S SAUNDERS

Signature of Petitioner: Karen S. Saunders

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

Mailing Address: 345 Hermitage Ln.  
Wirtz, VA 24184

Telephone: 540.520.9560

Email Address: adventuregirl60@gmail.com

Owner's consent, if petitioner is not property owner:

Owner's Name (Print): \_\_\_\_\_

Signature of Owner: \_\_\_\_\_

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

**Date Received by Planning Staff** \_\_\_\_\_

**Clerk's Initials:** \_\_\_\_\_

**CHECK #:** \_\_\_\_\_

**RECPT. #:** \_\_\_\_\_

**AMOUNT:** \_\_\_\_\_



# Department of Planning & Community Development



## Transmittal of Planning Commission Action

**Date:** June 10, 2020

**Item:** County of Franklin Applicant, requesting a Comprehensive Plan amendment of the Franklin County Facilities Map (Case # A-05-20-002).

**Prepared by:** Steven M. Sandy, Director of Planning & Community Development

**Date of Commission Action:** Public Hearing, June 9, 2020

### SUMMARY OF REQUEST

Staff is requesting a comprehensive plan amendment of the Franklin County Facilities Map, identified as Map # 21, in the 2007 Franklin County 2025 Comprehensive Plan. The purpose is to update the existing Franklin County Facilities Map by adding existing and proposed public safety facilities, to add existing or proposed government office and facilities, and to update all existing elementary schools.

There were 0 public comments received at the advertised public hearing in opposition to the request.

**Commission's Recommendation:** The Planning Commission determined that pursuant to the requirements of Section 15.2-2232 (A) of the Code of Virginia that the Franklin County Facilities Map identified as Map #21 dated May 26, 2020 be amended, adopted and incorporated into the County's Comprehensive Plan as an amendment.

**Roll Call Vote:** Motion to Approve: D. Crawford Seconded: J. Colby

AYES:	7
NAYES:	0
ABSENT:	0
ABSTAIN:	0

**The Planning Commission's motion to recommend approval of the request was approved by a vote of 7-0.**

**Alternative Motions:**

**(DENY)** I find that the Franklin County Facilities Map identified as Map #21 dated May 26, 2020 does not satisfy the requirements of Section 15.2-2232 (A). Therefore, I move to recommend denial of the amendment to the Franklin County Facilities Map identified as Map #21 dated May 26, 2020 as an amendment to the County's Comprehensive Plan.

**OR**

**(TABLE)** I find that the required information presented is incomplete. Therefore, I move to delay action until additional information can be provided to the Planning Commission.

**RESOLUTION # \_\_\_\_\_**

**AMENDMENT TO FRANKLIN COUNTY COMPREHENSIVE PLAN- APPLICATION OF FRANKLIN COUNTY, REQUESTING A COMPREHENSIVE PLAN AMENDMENT OF THE FRANKLIN COUNTY FACILITIES MAP, IDENTIFIED AS MAP # 21, IN THE 2007 FRANKLIN COUNTY 2025 COMPREHENSIVE PLAN ADOPTED BY THE BOARD OF SUPERVISORS IN MAY 2007. THE PURPOSE OF REQUESTING THE REVIEW IS TO UPDATE THE EXISTING FRANKLIN COUNTY FACILITIES MAP BY ADDING EXISTING AND PROPOSED PUBLIC SAFETY FACILITIES, TO ADD EXISTING OR PROPOSED GOVERNMENT OFFICE AND FACILITIES, AND TO UPDATE ALL EXISTING ELEMENTARY SCHOOLS. THE FRANKLIN COUNTY FACILITIES MAP IS LOCATED IN THE APPENDIX 2 OF THE COMPREHENSIVE PLAN.**

**WHEREAS**, the County of Franklin did file an application requesting a Comprehensive Plan amendment of the Franklin County facilities map, and

**WHEREAS**, the purpose of requesting the review is to update the existing Franklin County Facilities Map, and

**WHEREAS**, after due legal notice as required by Section 15.2-2204/2205 of the Code of Virginia of 1950, as amended, the Planning Commission and Board of Supervisors did hold public hearings on June 9, 2020 and June 16, 2020, respectively, at which time, all parties in interest were given an opportunity to be heard, and

**WHEREAS**, after full consideration, the Franklin County Planning Commission recommended APPROVAL of the Comprehensive Plan amendment regarding the Franklin County Facilities Map.

**WHEREAS**, after full consideration, the Franklin County Board of Supervisors determined that pursuant to the requirements of Section 15.2-2232 (A) of the Code of Virginia, that the Franklin County Facilities Map identified as Map #21 dated May 26, 2020 be amended, adopted and incorporated into the County's Comprehensive Plan as an amendment.

**THEREFORE, BE IT RESOLVED**, that a copy of this resolution be transmitted to the Clerk of the Planning Commission, the Franklin County Commissioner of Revenue and the Franklin County Zoning Administrator and that the Clerk be directed to reflect this action to APPROVE the amendment to the Franklin County Facilities Map.

On the motion by \_\_\_\_\_ to approve the requested Special Use Permit, and seconded by \_\_\_\_\_, said motion was APPROVED by the following recorded vote:

**AYES:**  
**NAYES:**  
**ABSENT:**  
**ABSTAIN:**

---

**Madeline Sefcik Clerk**  
**Franklin County Board of Supervisors**

---

**Date**

**Transmittal of Planning Commission Action**

**Date:** June 10, 2020

**Item:** Franklin County Public Safety, Applicant, and County of Franklin, Owners, requesting a Special Use Permit to allow for an emergency services facility, on an approximate 5.43 acre parcel, currently zoned A-1, Agricultural District. (Case # SPEC-05-20-16597).

**Prepared by:** Steven M. Sandy, Director of Planning & Community Development

**Date of Commission Action:** Public Hearing, June 9, 2020

**SUMMARY OF REQUEST**

Planned as a joint facility, Franklin County proposes to construct a 11,597 square foot combined fire station and EMS facility on a 5.43 acre parcel of land owned by the County, and located at 9825 Old Franklin Turnpike (Route 40) in the Union Hall District of Franklin County (Tax Parcel 0660004201) The County purchased this land in 2016. The property is zoned A-1, Agricultural, and is located at the intersection of Route 40 and Turtle Hill Road (SR 869). Emergency Services facilities are permitted by special use permit in A-1 zoning districts.

The proposed station will include areas devoted to fire and EMS vehicles, bunk rooms, training/community room, day room and kitchen and dining area. Office space will be devoted to career and volunteer personnel.

There were 0 public comments received at the advertised public hearing.

**Commission's Recommendation:** The Planning Commission determined that such use is in conformance with the County's Comprehensive Plan and will not be of substantial detriment to adjacent property, that the character of the zoning district will not be changed thereby, and that such use will be in harmony with the purpose and intent of the County Code with the uses permitted by right in the zoning district, and with the public health, safety and general welfare to the community and APPROVED the request with one (1) condition as follows:

1. The property shall be developed in general conformity with the schematic site plan entitled "Franklin County Fire/EMS Station at Turtle Hill; prepared by Thompson & Litton and dated June 2019.

**Roll Call Vote: Motion to Approve with Conditions: D. Crawford Seconded: C. W. Doss**

AYES: 7  
NAYES: 0  
ABSENT:0  
ABSTAIN:0

**The Planning Commission's motion to recommend approval of the requested Special Use Permit was approved by a vote of 7-0.**

**Alternative Motions:**

**(Deny)** I find that the proposed use is not in conformance with the County's Comprehensive Plan and will be of substantial detriment to adjacent property, that the character of the zoning district will be changed thereby, and that such use will not be in harmony with the purpose and intent of the County Code with the uses permitted by right in the zoning district, and with the public health, safety and general welfare to the community.

**OR**

**(Table)** I find that the required information for the submitted petition is incomplete. I therefore move to delay action until all necessary materials are submitted to the Planning Commission.

**RESOLUTION# \_ \_ \_ \_**

**APPLICATION FOR SPECIAL USE PERMIT- APPLICATION OF FRANKLIN COUNTY PUBLIC SAFETY, AND COUNTY OF FRANKLIN, OWNERS, REQUESTING A SPECIAL USE PERMIT, WITH POSSIBLE CONDITIONS, TO ALLOW FOR THE CONSTRUCTION OF AN EMERGENCY SERVICES FACILITY FOR THE GLADE HILL FIRE/EMS STATION. THE PROPERTY IS APPROXIMATELY 5.43 ACRES, CURRENTLY ZONED A-1, AGRICULTURAL, AND LOCATED AT 9825 OLD FRANKLIN TURNPIKES IN THE UNION HALL DISTRICT OF FRANKLIN COUNTY AND FURTHER IDENTIFIED BY FRANKLIN COUNTY REAL ESTATE RECORDS AS TAX MAP/PARCEL# 0660004201. THE PROPERTY HAS A FUTURE LAND USE DESIGNATION OF LOW DENSITY RESIDENTIAL. EMERGENCY SERVICE FACILITIES ARE A PERMITTED USE BY ISSUANCE OF A SPECIAL USE PERMIT IN A-1 ZONING DISTRICTS.**

**WHEREAS,** Franklin County Public Safety did file an application requesting a Special Use Permit to allow for an emergency services facility on an approximate 5.43 acre parcel, located in Union Hall District, and

**WHEREAS,** the 5.43 acre property is zoned A-1, Agricultural and emergency services facilities are a permitted use by special use permit in A-1 districts, and

**WHEREAS,** after due legal notice as required by Section 15.2-2204/2205 of the Code of Virginia of 1950, as amended, the Planning Commission and Board of Supervisors did hold public hearings on June 9, 2020 and June 16 2020, respectively, at which time, all parties in interest were given an opportunity to be heard, and

**WHEREAS,** after full consideration, the Franklin County Planning Commission recommended APPROVAL of the Special Use Permit with the following one (I) condition:

1. The property shall be developed in general conformity with the schematic site plan entitled "Franklin County Fire/EMS Station at Turtle Hill; prepared by Thompson & Litton and dated June 2019.

**WHEREAS,** after full consideration, The Board of Supervisors determined that such use is in conformance with the County's Comprehensive Plan and will not be of substantial detriment to adjacent property, that the character of the zoning district will not be changed thereby, and that such use will be in harmony with the purpose and intent of the County Code with the uses permitted by right in the zoning district, and with the public health, safety and general welfare to the community and APPROVED the request with the one (I) condition recommended by the Planning Commission as contained in this Resolution.

**THEREFORE, BE IT RESOLVED**, that a copy of this resolution be transmitted to the Clerk of the Planning Commission, the Franklin County Commissioner of Revenue and the Franklin County Zoning Administrator and that the Clerk be directed to reflect this action to APPROVE the Special Use Permit in the records of Franklin County.

On the motion by \_\_\_\_\_ to approve the requested Special Use Permit, and seconded by \_\_\_\_\_, said motion was APPROVED by the following recorded vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

---

Madeline Sefcik Clerk  
Franklin County Board of Supervisors

---

Date

**FRANKLIN COUNTY**  
Broadband Authority



**Franklin County**  
*A Natural Setting for Opportunity*

**EXECUTIVE SUMMARY**

<b><u>AGENDA TITLE:</u></b> <i>Franklin County Broadband Program</i>	<b><u>AGENDA DATE:</u></b> June 16, 2020
<b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> <i>PPEA Broadband Contracts Public Hearing</i>	<b><u>ACTION:</u></b> YES
<b><u>STRATEGIC PLAN FOCUS AREA:</u></b>	<b><u>INFORMATION:</u></b>
<input checked="" type="checkbox"/> <i>Economic Development</i> <input checked="" type="checkbox"/> <i>Financial Stability</i> <input checked="" type="checkbox"/> <i>Infrastructure</i> <input checked="" type="checkbox"/> <i>Lifelong Learning</i> <input checked="" type="checkbox"/> <i>Managed Growth</i> <input checked="" type="checkbox"/> <i>Public Safety</i> <input checked="" type="checkbox"/> <i>Operational Effectiveness</i>	<b><u>ATTACHMENTS:</u></b> YES
	<b><u>CONSENT AGENDA:</u></b> NO
	<b><u>STAFF CONTACT(S):</u></b> <i>Whitlow and Sandy</i>
	<b><u>REVIEWED BY:</u></b> <i>Chris Whitlow, County Administrator</i>

**BACKGROUND:**

In 2019, the Franklin County Broadband Authority issued a Request for Proposals (RFP), under the requirements of the VA Public-Private Education Act (PPEA), for conceptual phase proposals from private firms or joint ventures to provide for expansion of broadband access and capacity into un-/under-served areas of the County. The RFP set forth the terms and conditions whereby the Authority may enter into a comprehensive agreement with one (or more) successful Offeror(s) to provide the partnership services described in the proposal.

The PPEA is the legislative framework enabling the Commonwealth of Virginia and local governments and other political subdivisions to enter into agreements authorizing private entities to design, construct, improve, maintain, and/or operate qualifying public construction or infrastructure projects. The period of any resulting contract(s) from this PPEA-RFP will be as negotiated by the Authority and the selected PPEA partner(s).

The RFP described the Authority’s desire to expand broadband access in unserved areas and improved capacity in underserved areas using a Public/Private Partnership providing quality broadband to its citizens. The RFP recognized the economics of expanding broadband in rural areas and that the Authority is prepared to take action to improve those economics as much as possible to entice private sector investment. It also points out that the Authority is technology

agnostic and understands the need to leverage all technologies to deliver broadband to every area and as such is open to forming partnerships with more than one provider, as well as incumbents.

In the past several years, the County and the Authority have worked with the Center for Innovative Technology (CIT) and our consultant, Design Nine, Inc., to identify potential broadband adoption barriers, current broadband demand, future capacity needs, local assets, and to review County ordinances and policies related to broadband deployment. The RFP recognized the Authority's commitment to taking action to improve the economics of deploying broadband and improving utilization of Internet access to ensure citizens have the access and ability to leverage connectivity to improve their lives and our community, while preparing the County for the future. The RFP summarizes the findings of this work, the Authority's broadband goals and the associated actions the Authority is committed to take in support of the resulting public-private partnership(s).

In 2019, the Authority initiated the PPEA RFP and it was posted to the County website and advertised for 60 days in accordance with law and the Authority authorized the County Administrator, or designee, to provide public information to, and meet with, other potential proposers during the advertising period upon request.

In addition, an advisory committee was formed to evaluate proposals. The advisory committee was made up of the following members:

- a. Broadband Authority Chairman and Vice-Chairman
- b. County Administrator
- c. Deputy County Administrator
- d. Director of Planning & Community Development
- e. Director of Economic Development
- f. Director of IT
- g. Emergency Communications Coordinator
- h. GIS Coordinator
- i. Andrew Michael Cohill, Ph.D., President of Design Nine, Inc. (Consultant)

In evaluating the proposals, the advisory committee considered (i) the proposed cost of the qualifying facility; (ii) the general reputation, industry experience, and financial capacity of the private entity; (iii) the proposed design of the qualifying project; (iv) the eligibility of the facility for accelerated selection, review, and documentation timelines under the responsible public entity's guidelines; (v) local citizen and government comments; (vi) benefits to the public; (vii) the private entity's compliance with a minority business enterprise participation plan or good faith effort to comply with the goals of such plan; (viii) the private entity's plans to employ local contractors and residents; (ix) public input at a public hearing on the matter; and (x) other criteria that the advisory committee deems appropriate, and make a written recommendation to the Board of its recommendation. The advisory committee recommended the proposal(s) that constituted the best value, meaning the overall combination of quality, price, and the various elements of required services that in total are optimal relative to the Authority's needs.

The RFP stressed the need to develop projects that can utilize grant funding, use of existing infrastructure and other innovative ideas to limit the amount of County capital or operating funding.

The advisory committee met with the consultant and review proposals and made a recommendation to the Authority at the July 2019 Broadband Authority meeting. The Authority accepted the recommendation and directed staff to move to detailed phase of PPEA process with Blue Ridge Towers/Brisnet and Point Broadband and begin conceptual design for phased approach of fixed

wireless and fiber deployment in the County. This detailed phase of the process was to be conducted in conjunction with the County's newly adopted broadband plan.

The County also received unsolicited proposals from Shenandoah Telecommunications Company, Inc. (Shentel) to expand coaxial fiber to the home in several residential areas to help meet the broadband objectives. These proposals were recommended by the advisory committee and the Authority.

In an effort to increase access to broadband in Franklin County, the Board of Supervisors and Broadband Authority adopted a Strategic Plan for Broadband Deployment in August 2019. This plan identifies an approach to develop a new fixed wireless system throughout the County as well as extend fiber to the home wherever possible and financially feasible. The County received \$650,000 in funding in 2019 from the Virginia Tobacco Commission to complete several fiber projects with Shentel. In January of this year, the County received approval of a grant application through the Virginia Telecommunications Initiative (VATI) in the amount of \$2.3 million to assist in building Phase 1 of the Plan. Phase 1 of the Plan calls for the construction of six (6) new towers. These towers are proposed to be built at Snow Creek, Callaway, Sontag, Glade Hill, Westlake, and Summit View Business Park. The state recently authorized the County to begin due diligence work on these proposed towers while contract negotiations are finalized.

### **DISCUSSION:**

In January 2020, Franklin County was awarded \$2,383,039 to continue development of a hybrid solution that the County believes will solve the broadband issue in Franklin County as identified in the County's Broadband Plan adopted by the Franklin County Broadband Authority in August 2019. This hybrid solution calls for deploying fixed wireless in phases on existing structures where possible and building new structures where needed to reach the more rural and remote communities of Franklin County. The Broadband Plan also outlines a phased approach to installing fiber to the homes in the County's designated growth areas and villages. These areas are expected to have higher residential density and more commercial activity making these areas more practical and cost effective to serve with fiber.

The awarded 2020 VATI Program funding (See attached 2020 VATI application) from the state will be used by the County begin a collaborative effort to satisfy Phase 1 of the County's Broadband Plan. This collaborative effort will involve Blue Ridge Towers/Brisnet and Shentel as private partners in providing fixed wireless internet as well as fiber to the home service in some areas.

Blue Ridge Towers/Brisnet is proposing to provide fixed wireless broadband service to some of the communities most in need. These areas include Burnt Chimney, Scruggs, and Westlake in the northeast; Glade Hill, Snow Creek, Sontag, and Tom's Knob in the southeast; Callaway and Boones Mill in the northwest; and Fork Mountain and Henry in the southwestern portion of the County. This initial funding for the fixed wireless system in Phase 1 is expected to will allow for service to more than 21,500 homes, businesses, and other critical sites in Franklin County. This service is expected to provide 50 to 100 mbs internet speeds to residential customers in these communities.

Shentel has also prepared a solution to provide new fiber connections to the homes in areas designated in the County's Broadband Plan. Shentel proposes to add 6.5 miles of new fiber in the Union Hall Village area to serve an estimated 190 properties, homes and businesses along Old Salem School Road in the Penhook community, which is part of the County's Village Plan for this area. This fiber provides up to 1 Gbps service to residences and businesses in this growth area.

Staff and County Attorney have developed contract documents with Shentel and Blue Ridge Towers/Brisnet to comply with the Public-Private Education Facilities Act of 2002 (PPEA) and VA Telecommunications Initiative (VATI) grant requirements. The draft documents have been attached for review and comment. Under PPEA requirements a public hearing has been scheduled to receive public comments at 6 pm on June 16<sup>th</sup>. In addition, the documents will be placed on the County's website and made available for public review at the County's Planning Department Office for thirty (30) days.

These contract documents set forth the obligations of each party for constructing infrastructure, deploying broadband service and processing payments to comply with State and Local requirements under the PPEA, Tobacco Commission and VATI grant guidelines.

Under the Shentel agreement, Shentel agrees to install and operate the fiber projects as outlined and provide service and customer support. Franklin County agrees to submit appropriate reimbursement requests to the VA Tobacco Commission and VATI for grant funding and provide project accountability.

Under the Blue Ridge Towers/Brisnet agreement, BRT agrees to construct towers, provide equipment including antennae, fiber, microwave backhaul; own and operate the fixed wireless system; provide customer service and market the Broadband Authority's new vertical assets (towers). Franklin County is providing county assets, accountability and staff resources including financial reporting and reimbursements to comply with state and local requirements.

Following the public hearing and public comment period, the staff will bring final contract documents to the Authority at the July Broadband Authority meeting for discussion and approval. Once the contract documents are approved and signed by all parties, construction of the fixed wireless system and fiber projects can begin.

**RECOMMENDATION:**

Staff respectfully requests that the Authority to conduct a public hearing on the proposed contract documents and direct staff to post those documents on the Broadband Authority's webpage for public review and comment for thirty (30) days.

**Attachments:**

2020 VATI Application  
PPEA Contract Documents - Blue Ridge Towers/Brisnet  
PPEA Contract Documents - Shentel

LEGAL NOTICE  
NOTICE OF PUBLIC HEARING  
BY THE  
FRANKLIN COUNTY BROADBAND AUTHORITY

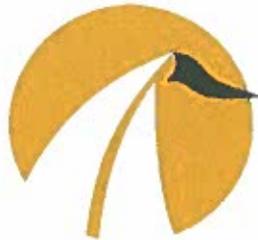
Pursuant to the provisions of Section 56-575.17 of the Code of Virginia of 1950, as amended, the Franklin County Broadband Authority will hold a public hearing on June 16, 2020, beginning at 6:00 P. M. in the Board of Supervisors meeting room located in the Franklin County Government Center at 1255 Franklin Street, Rocky Mount, VA, 24151. The purpose of this hearing is to obtain public comment on PPEA conceptual proposals and proposed comprehensive agreements for a system to provide fixed wireless broadband services and fiber extensions.

The Franklin County Broadband Authority advertised for and received solicited conceptual proposals from Blue Ridge Tower, Inc. (BRT), and Shenandoah Telecommunications Company (Shentel), to enter into a public-private partnerships to provide fixed wireless broadband services and fiber/cable services, respectively, under the provisions of the Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA), Virginia Code §§ 56-575.1 et seq. The PPEA is an alternative procurement method by which the Authority may solicit proposals or accept unsolicited proposals for creative and innovative public-private partnerships for solutions to issues of public infrastructure, planning, and provision of services.

This BRT proposal calls for BRT to construct eight new towers throughout the county ranging from 80-195 feet in height, six to be owned by the Authority, as well as connecting fiber optic cable. In addition, the proposal calls for utilizing four existing towers. The Shentel proposal calls for extending approximately 7.5 miles of new fiber to the home in the Union Hall area of the county. The estimated cost of design, engineering, and construction for the entire project is approximately \$4.6 million, with contingencies for unfavorable subsurface conditions. BRT would then locate fixed wireless communications equipment on the new towers, as well as on the existing facilities in the County. Deployment is expected within 18 months. In return, it would provide wireless broadband internet to the general public on a nondiscriminatory basis. This project represents Phase 1 of a multi-year and multi-phase approach to broadband deployment in Franklin County. The agreement also calls for a mechanism for resolving customer complaints, ensuring quality service, and regular replacement of facilities. Finally, BRT will provide management services to assist in finding and managing other persons who may wish to collocate their wireless facilities on the towers, thereby ensuring a long-term income stream for the Authority to partially offset construction costs. \$2.3 million dollars of funding from the VA Telecommunications Initiative is proposed to leverage the private provider funding for this project.

Copies of the proposal and draft comprehensive agreement are available for review on the county website located at <https://www.franklincountyva.gov/546/Broadband-Authority> and are on file in the Franklin County Planning Office between the hours of 8:00 A. M. and 4:30 P. M. Monday through Friday, for public viewing.

Franklin County  
VATI 2020 Application  
Attachment 1  
Project Area Map



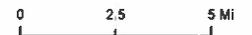
# Franklin County 2020 VATI Grant

Attachment 1 - Project Area Map

Sheet 1 of 5

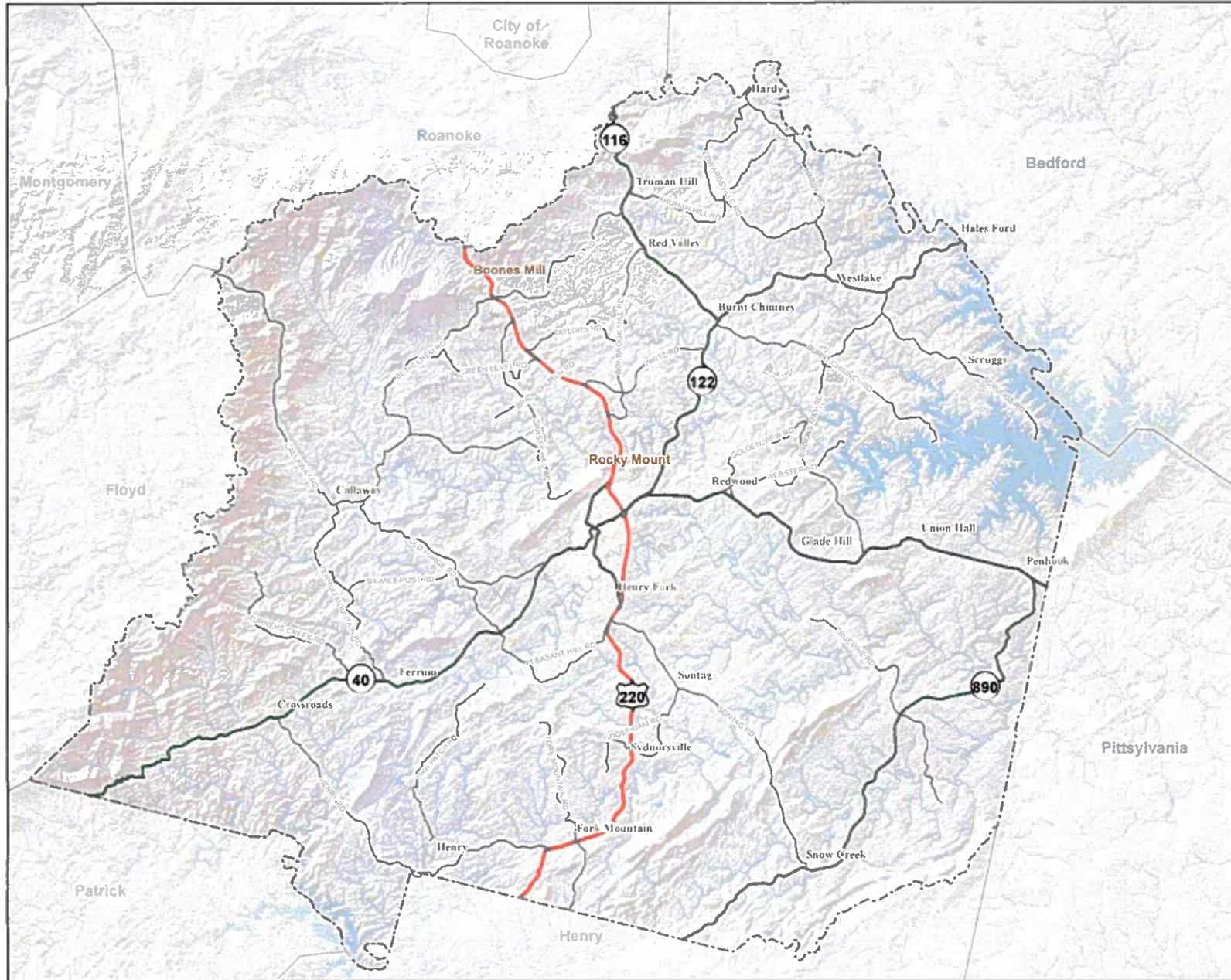


- Franklin County
- Surrounding Counties
- Water Features
- US Hwy
- State Hwy
- Collector



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Date: 9/3/2019



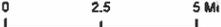
# Franklin County 2020 VATI Grant

Attachment 1 - Project Area Map  
Showing:  
Proposed Fixed Wireless  
Structures & Fiber Area

Sheet 2 of 5

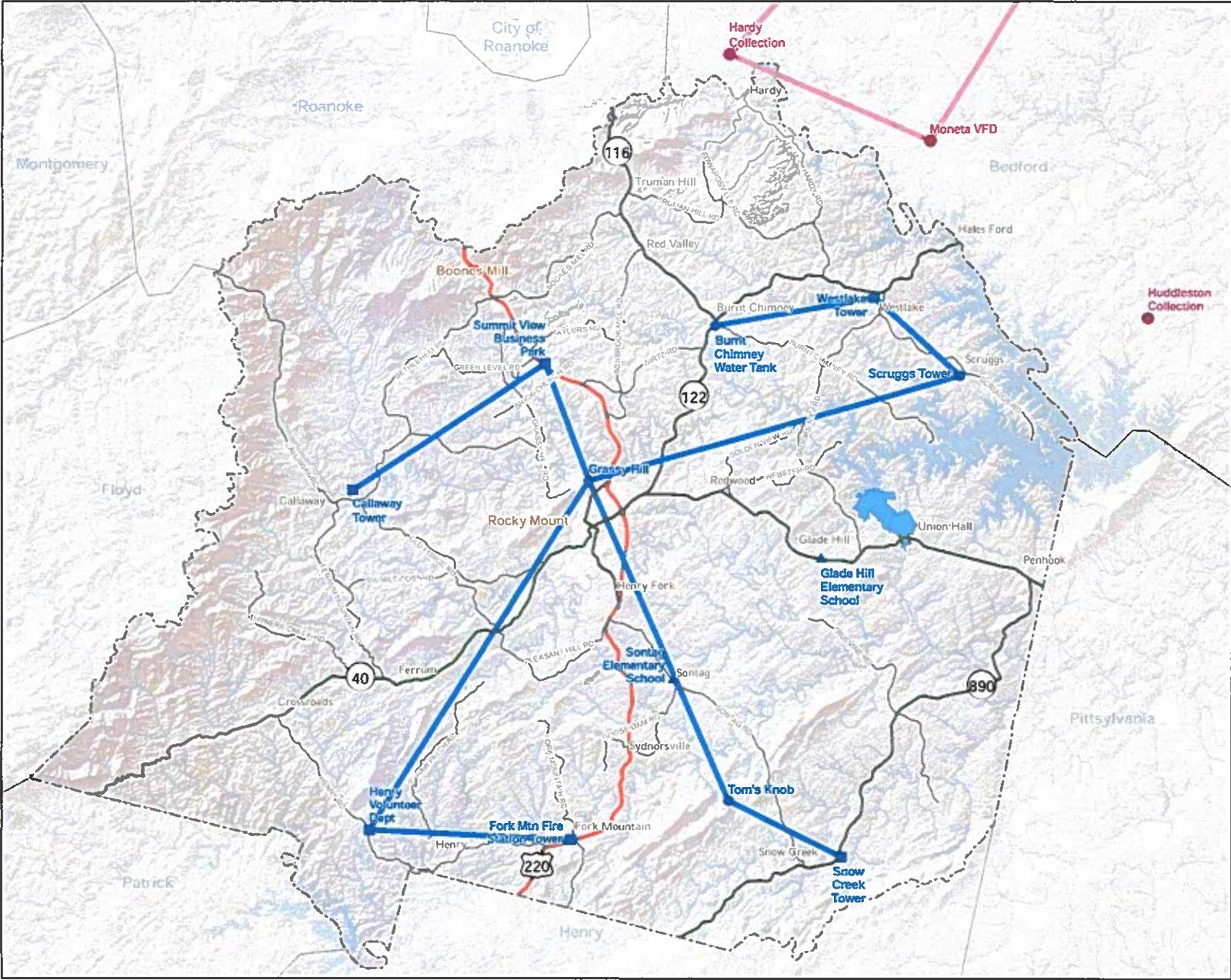


- Franklin - Existing Pole
- Franklin - New Monopole
- ▲ Franklin - Community Pole
- Bedford - Tower Sites
- Franklin Co Backhaul
- Bedford Co Backhaul
- Shentel Fiber Proposal (See Sheet 5 of 5)
- Franklin County
- Surrounding Counties
- Towns
- Water Features
- US Hwy
- State Hwy
- Collector



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Date: 9/3/2019



# Franklin County 2020 VATI Grant

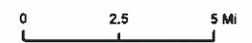
Attachment 1 - Project Area Map  
Showing:

## Proposed Fixed Wireless & Fiber Coverage

Sheet 3 of 5

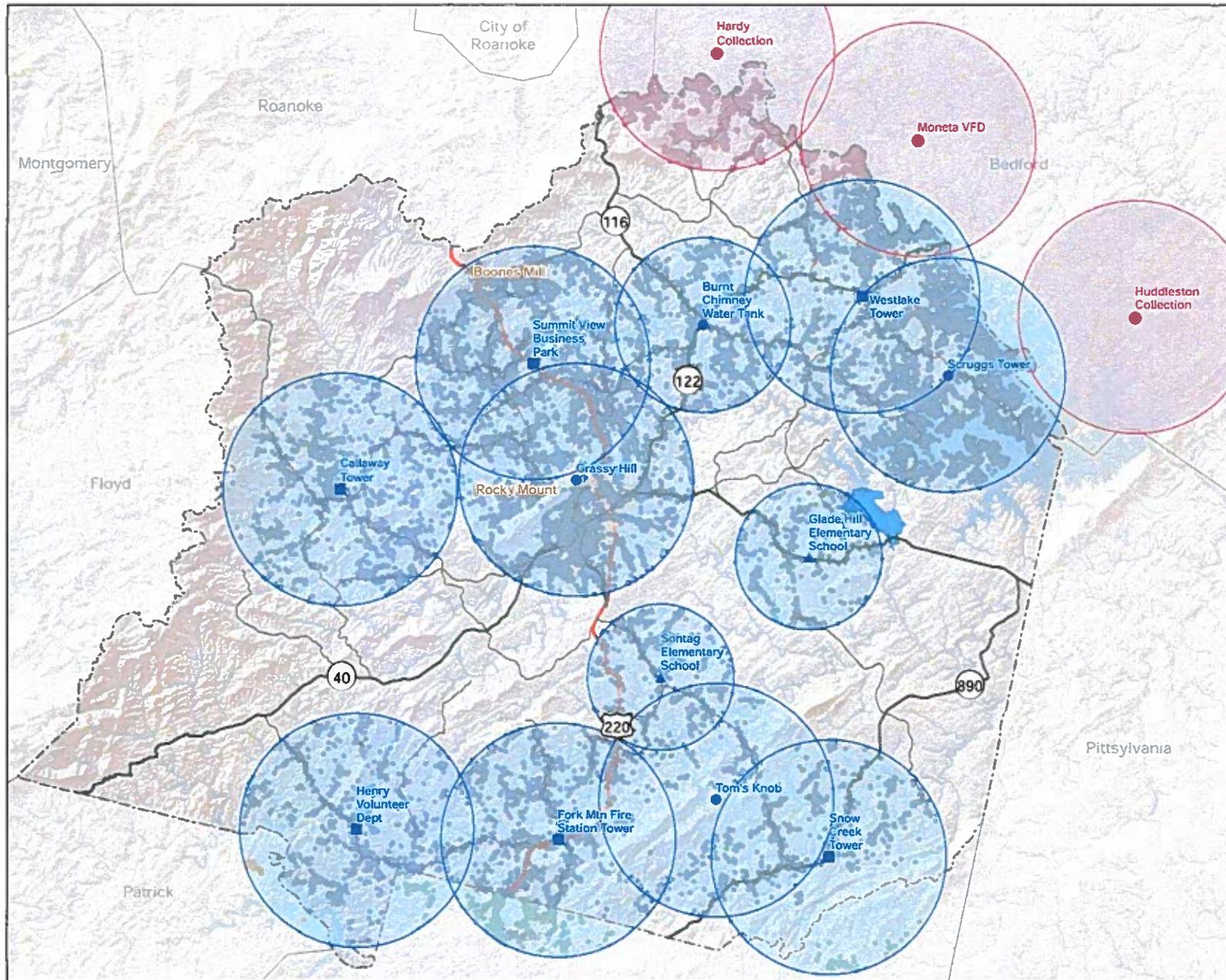


- Reached by Franklin Sites (21,495 Addresses)
- Reached by Bedford Sites (725 Addresses)
- Henry Co Coverage (541 Addresses)
- Patrick Co Coverage (39 Addresses)
- Franklin - Existing Pole
- Franklin - New Monopole
- ▲ Franklin - Community Pole
- Bedford - Tower Sites
- Franklin Co Tower Coverage
- Bedford Co Tower Coverage
- Shentel Fiber Proposal (See Sheet 5 of 5)
- Franklin County
- Surrounding Counties
- Water Features
- US Hwy
- State Hwy
- Primary Collector



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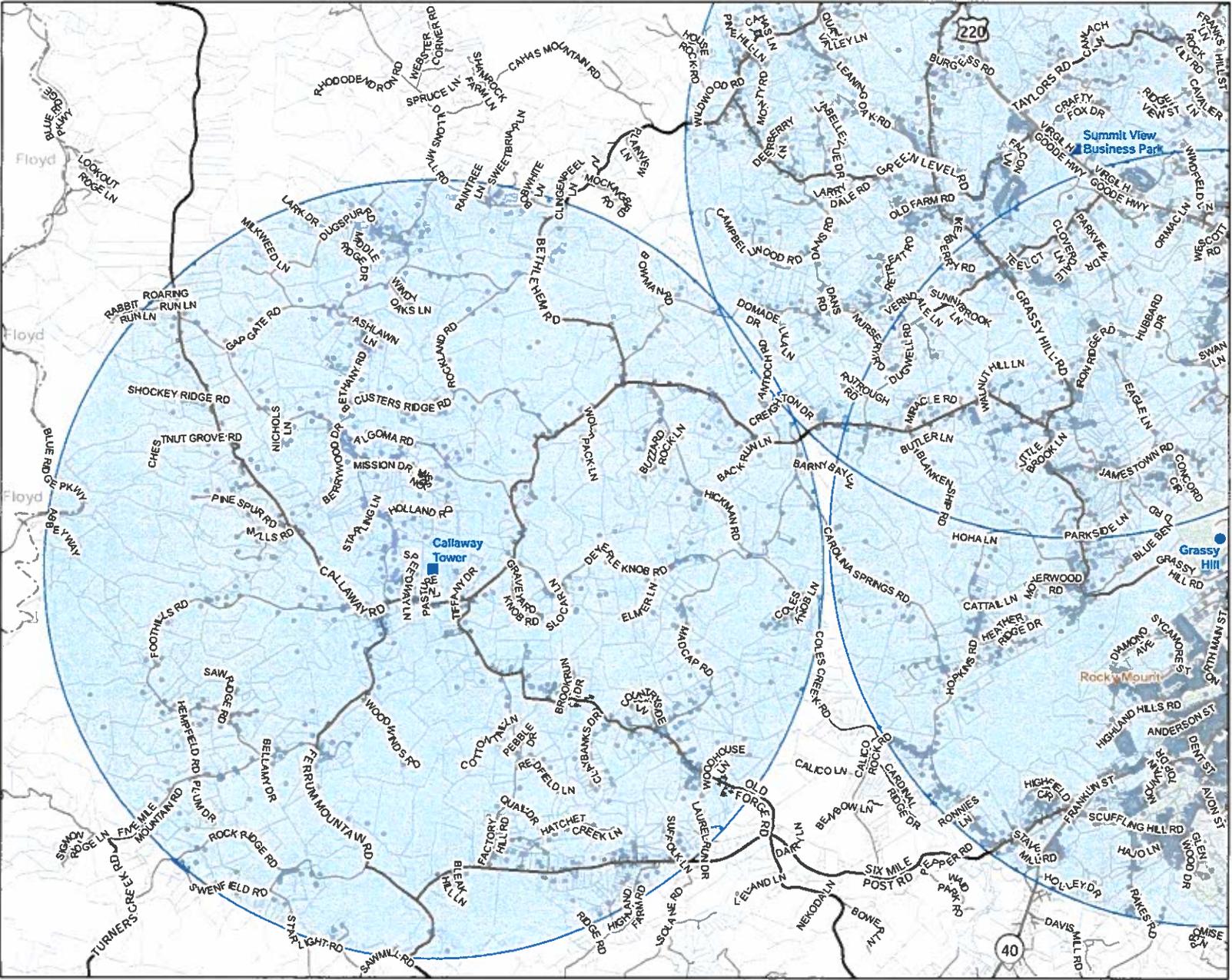
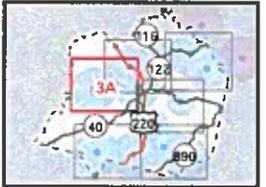
Date: 9/3/2019



# Franklin County 2020 VATI Grant

Attachment 1 - Project Area Map  
Showing:  
Proposed Fixed Wireless  
& Fiber Coverage

Inset 3A



- Franklin - Existing Pole
- Franklin - New Monopole
- ▲ Franklin - Community Pole
- Bedford - Tower Sites
- Franklin Co Tower Coverage
- Bedford Co Tower Coverage
- Shentel Fiber Proposal
- ▭ Tax Parcels
- ▭ Franklin County
- ▭ Water Features
- US Hwy
- State Hwy
- Primary Collector



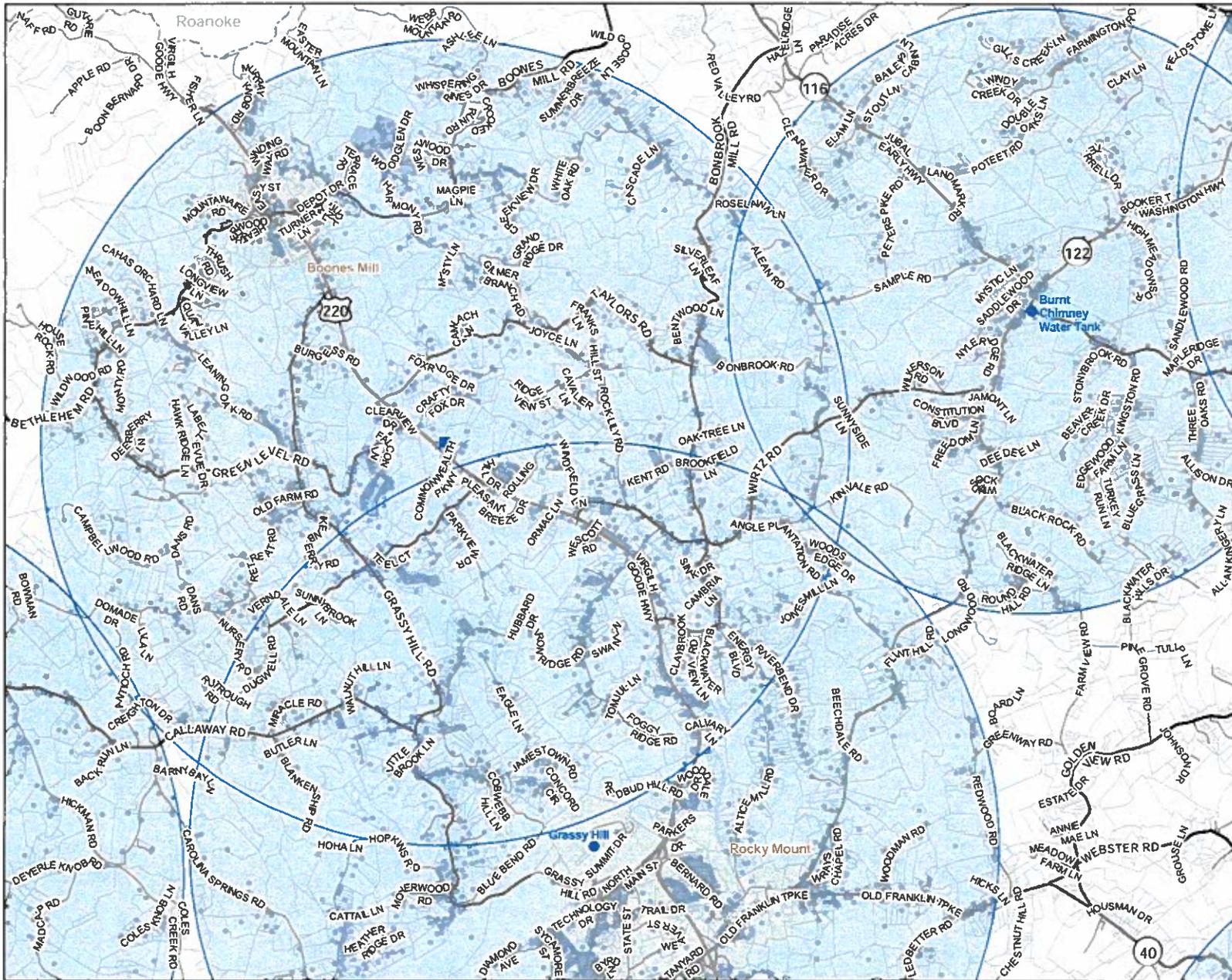
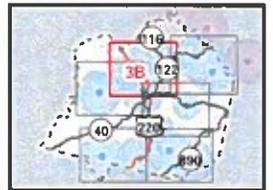
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Date 9/3/2019

# Franklin County 2020 VATI Grant

Attachment 1 - Project Area Map  
Showing:  
Proposed Fixed Wireless  
& Fiber Coverage

Inset 3B



- Franklin - Existing Pole
- Franklin - New Monopole
- ▲ Franklin - Community Pole
- Bedford - Tower Sites
- Franklin Co Tower Coverage
- Bedford Co Tower Coverage
- Shentel Fiber Proposal
- Tax Parcels
- Franklin County
- Water Features
- US Hwy
- State Hwy
- Primary Collector

0 0.45 0.9 1.8 Mi

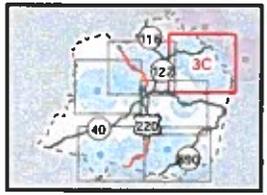


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Date: 9/3/2019

# Franklin County 2020 VATI Grant

Attachment 1 - Project Area Map  
Showing:  
Proposed Fixed Wireless  
& Fiber Coverage  
Inset 3C

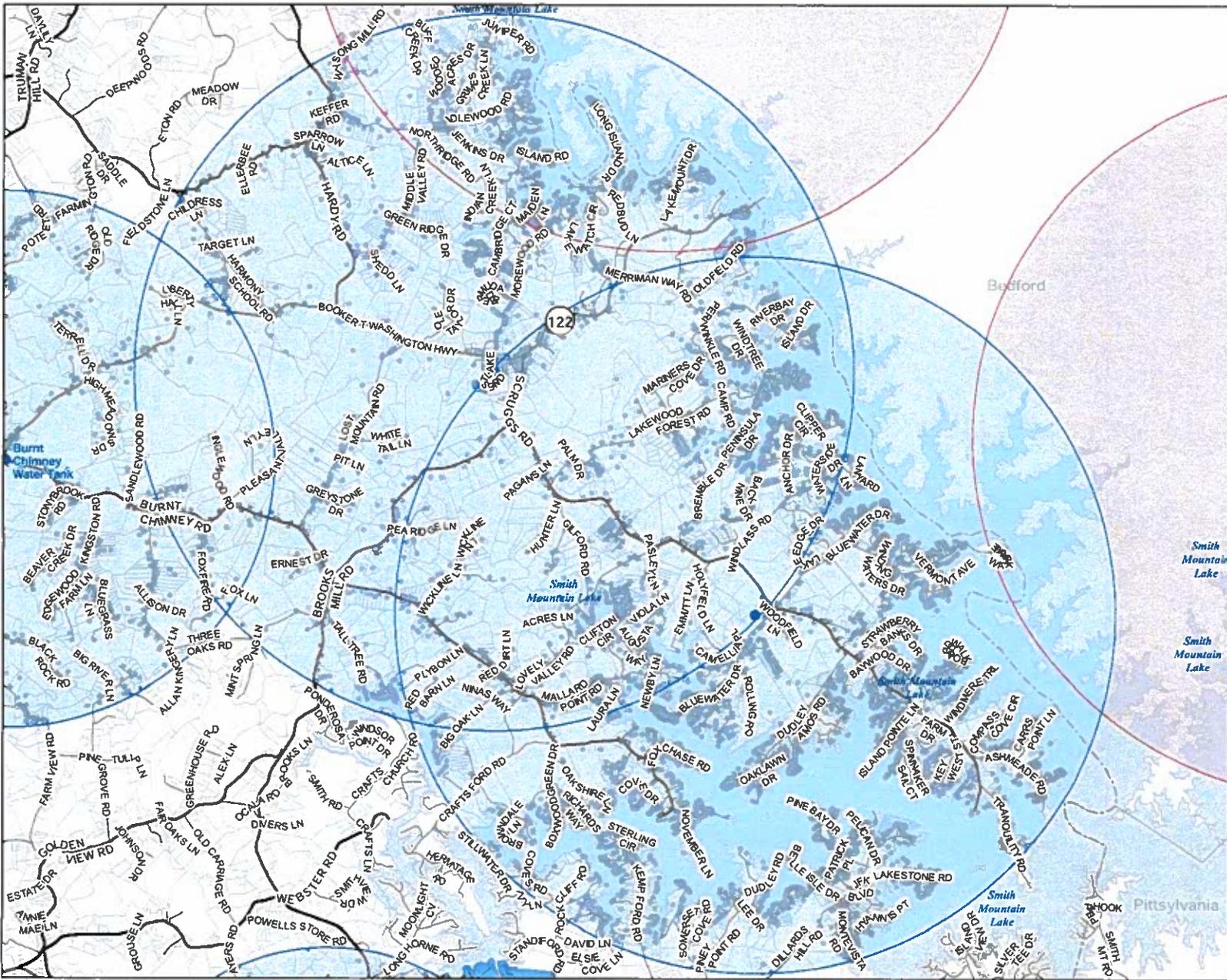


- Franklin - Existing Pole
- Franklin - New Monopole
- ▲ Franklin - Community Pole
- Bedford - Tower Sites
- Franklin Co Tower Coverage
- Bedford Co Tower Coverage
- Shentel Fiber Proposal
- Tax Parcels
- Franklin County
- Water Features
- US Hwy
- State Hwy
- Primary Collector



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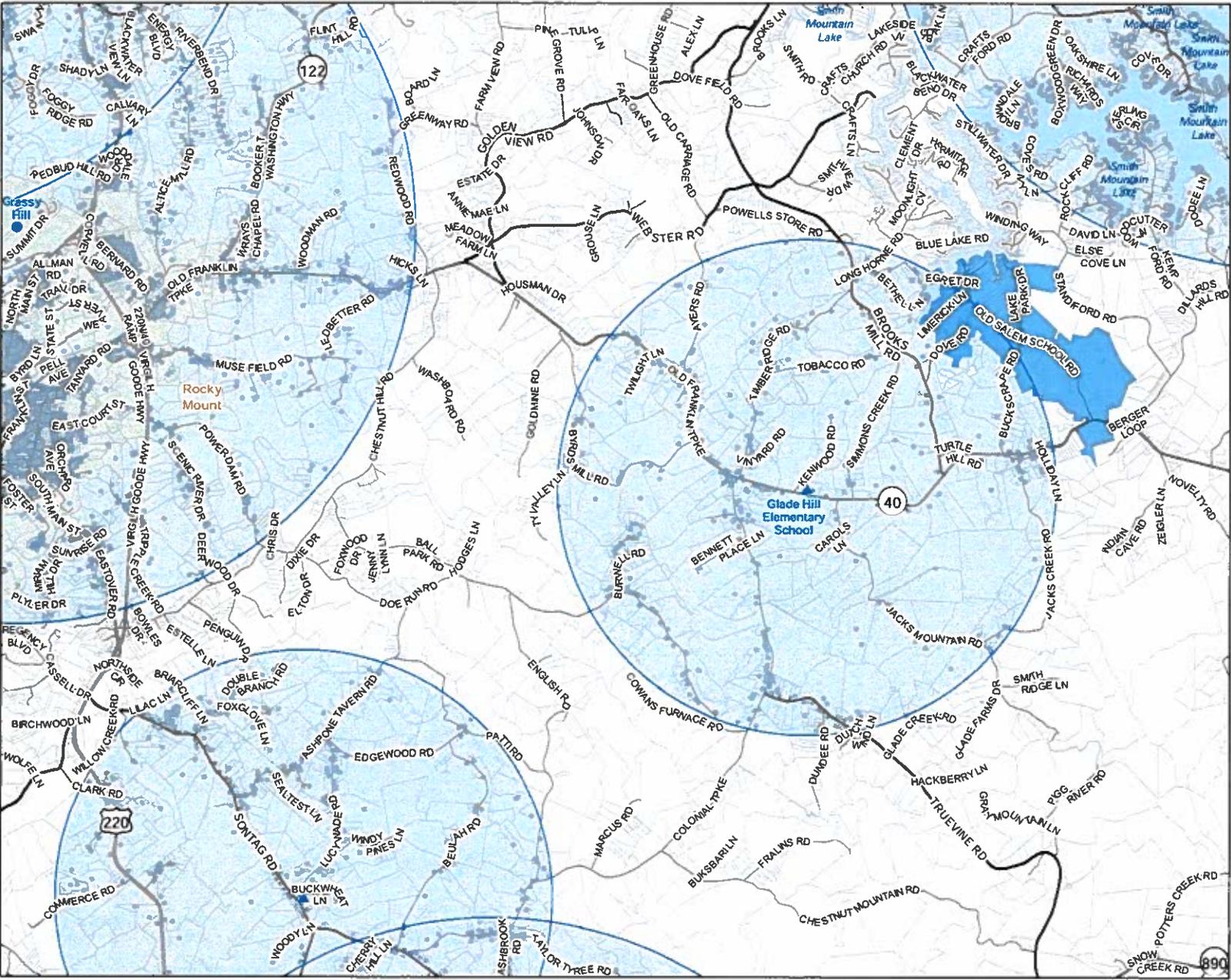
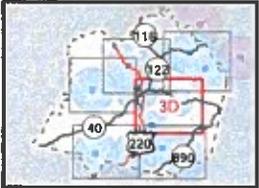
Date: 9/3/2019



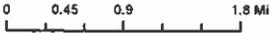
# Franklin County 2020 VATI Grant

Attachment 1 - Project Area Map  
Showing:  
Proposed Fixed Wireless  
& Fiber Coverage

Inset 3D



- Franklin - Existing Pole
- Franklin - New Monopole
- ▲ Franklin - Community Pole
- Bedford - Tower Sites
- Franklin Co Tower Coverage
- Bedford Co Tower Coverage
- Shentel Fiber Proposal
- Tax Parcels
- Franklin County
- Water Features
- US Hwy
- State Hwy
- Primary Collector



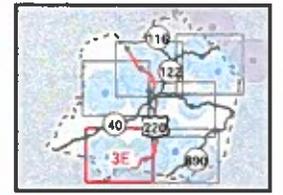
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Date: 9/3/2019

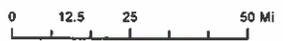
# Franklin County 2020 VATI Grant

Attachment 1 - Project Area Map  
Showing:  
Proposed Fixed Wireless  
& Fiber Coverage

Inset 3E

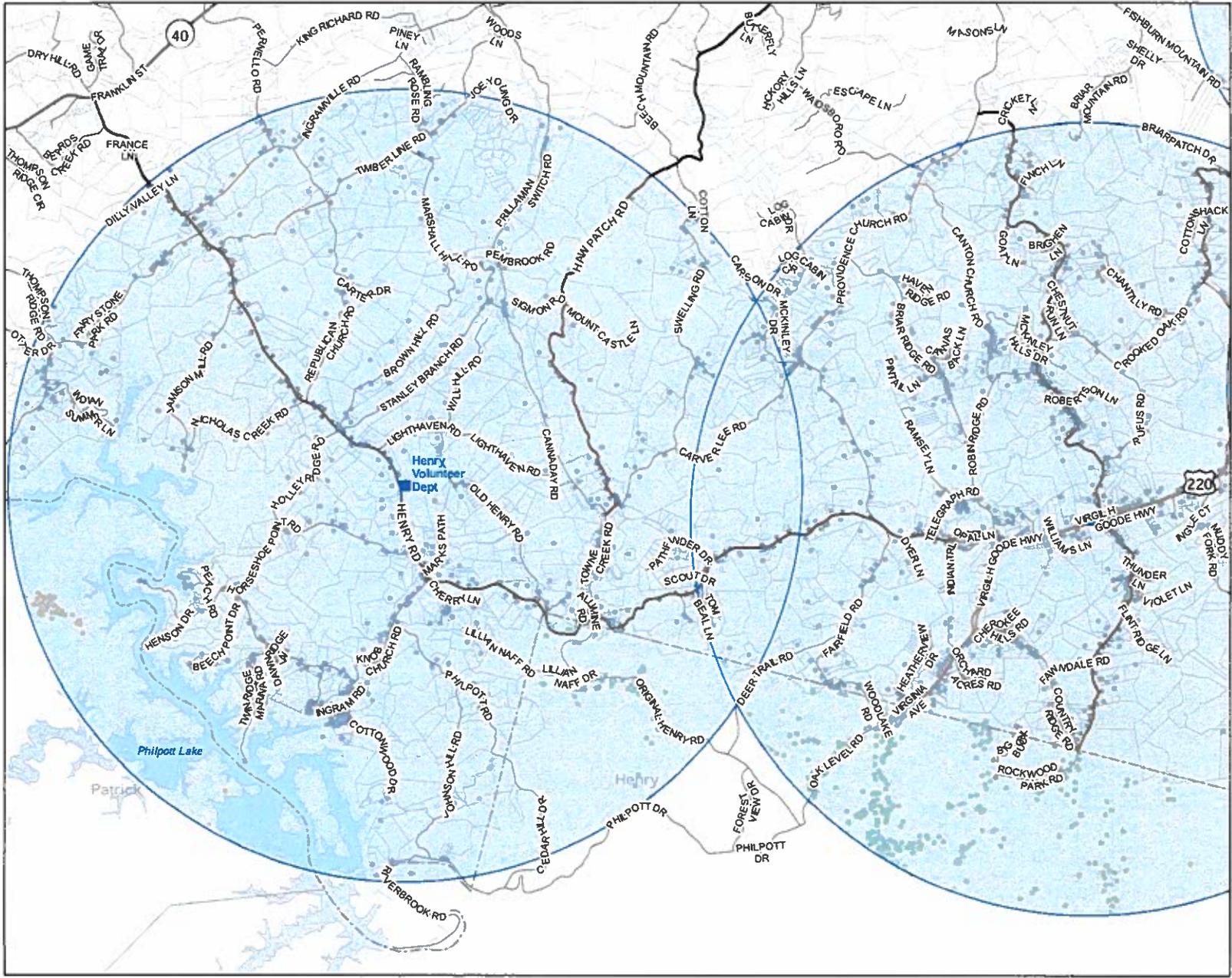


- Franklin - Existing Pole
- Franklin - New Monopole
- ▲ Franklin - Community Pole
- Bedford - Tower Sites
- Franklin Co Tower Coverage
- Bedford Co Tower Coverage
- Shentel Fiber Proposal
- Tax Parcels
- Franklin County
- Water Features
- US Hwy
- State Hwy
- Primary Collector



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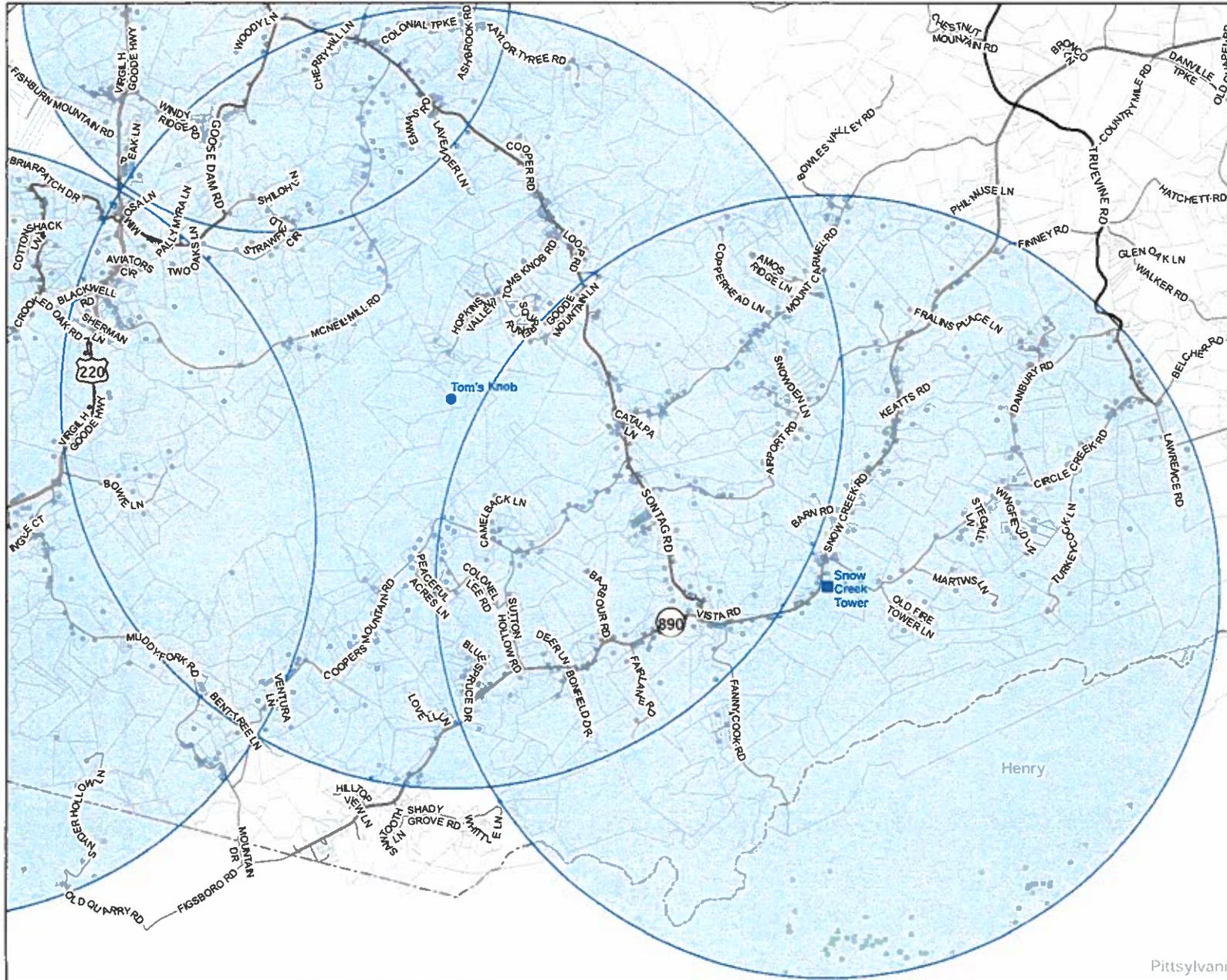
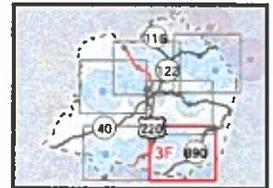
Date: 9/3/2019



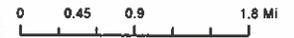
# Franklin County 2020 VATI Grant

Attachment 1 - Project Area Map  
Showing:  
Proposed Fixed Wireless  
& Fiber Coverage

Inset 3F



- Franklin - Existing Pole
- Franklin - New Monopole
- ▲ Franklin - Community Pole
- Bedford - Tower Sites
- Franklin Co Tower Coverage
- Bedford Co Tower Coverage
- Shentel Fiber Proposal
- Tax Parcels
- Franklin County
- Water Features
- US Hwy
- State Hwy
- Primary Collector



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# Franklin County 2020 VATI Grant

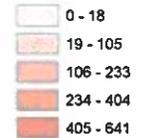
Attachment 1 - Project Area Map  
Showing:

## US Census Bureau Block Group Coverage

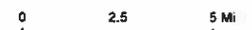
Sheet 4 of 5



### Underserved Addresses per Block Group

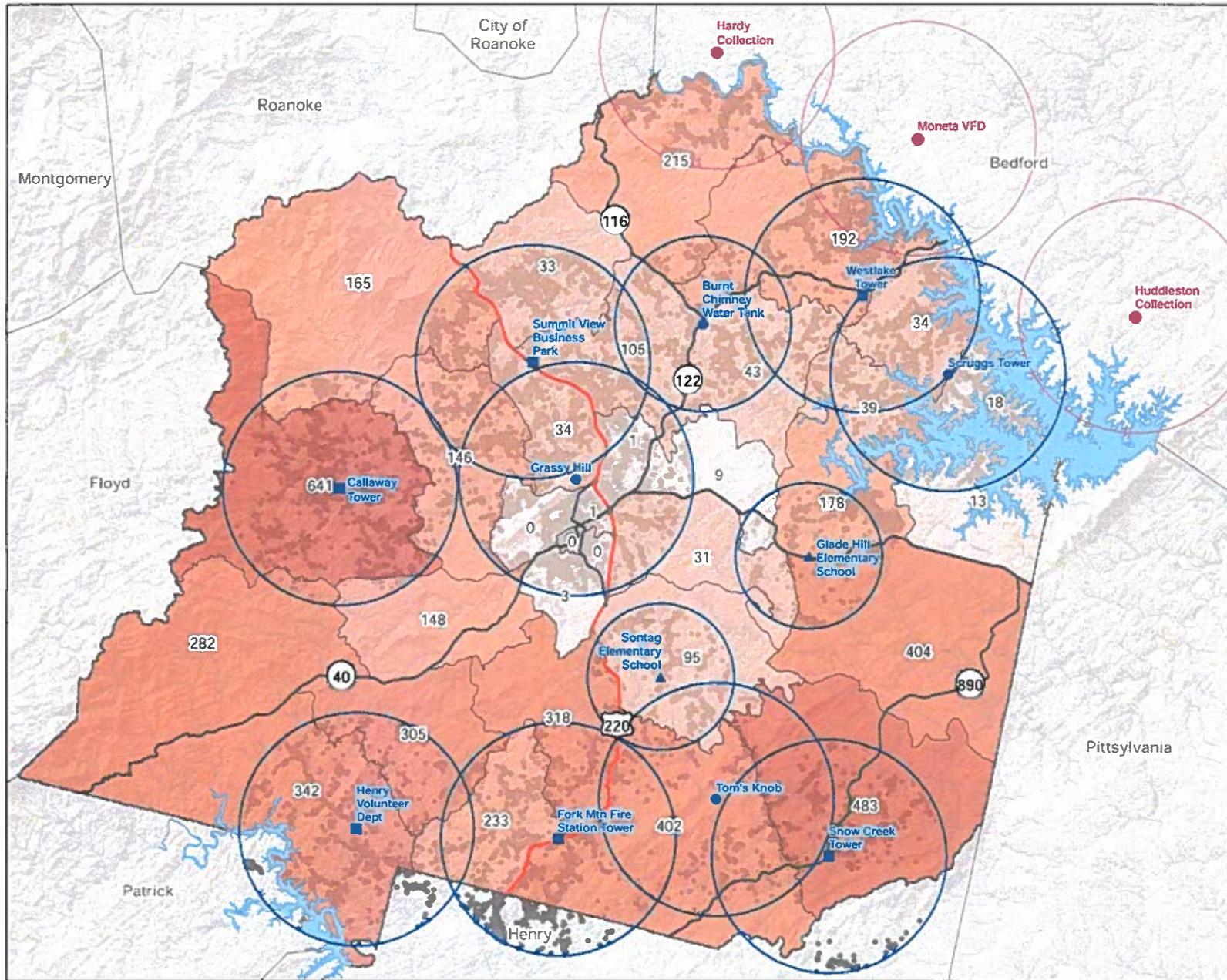


- All Covered Addresses (22,800 Potential Clients)
- Shentel Fiber Proposal (187 Potential Clients)
- Franklin - Existing Pole
- Franklin - New Monopole
- ▲ Franklin - Community Pole
- Bedford - Tower Sites
- Franklin Co Tower Coverage
- Bedford Co Tower Coverage
- Water Features
- US Hwy
- State Hwy
- Primary Collector



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Date: 9/3/2019



# Franklin County 2020 VATI Grant

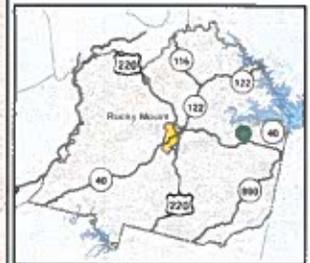
Attachment 1 - Project Area Map  
Showing:  
Potential Fiber Broadband  
Service Expansion

Sheet 5 of 5



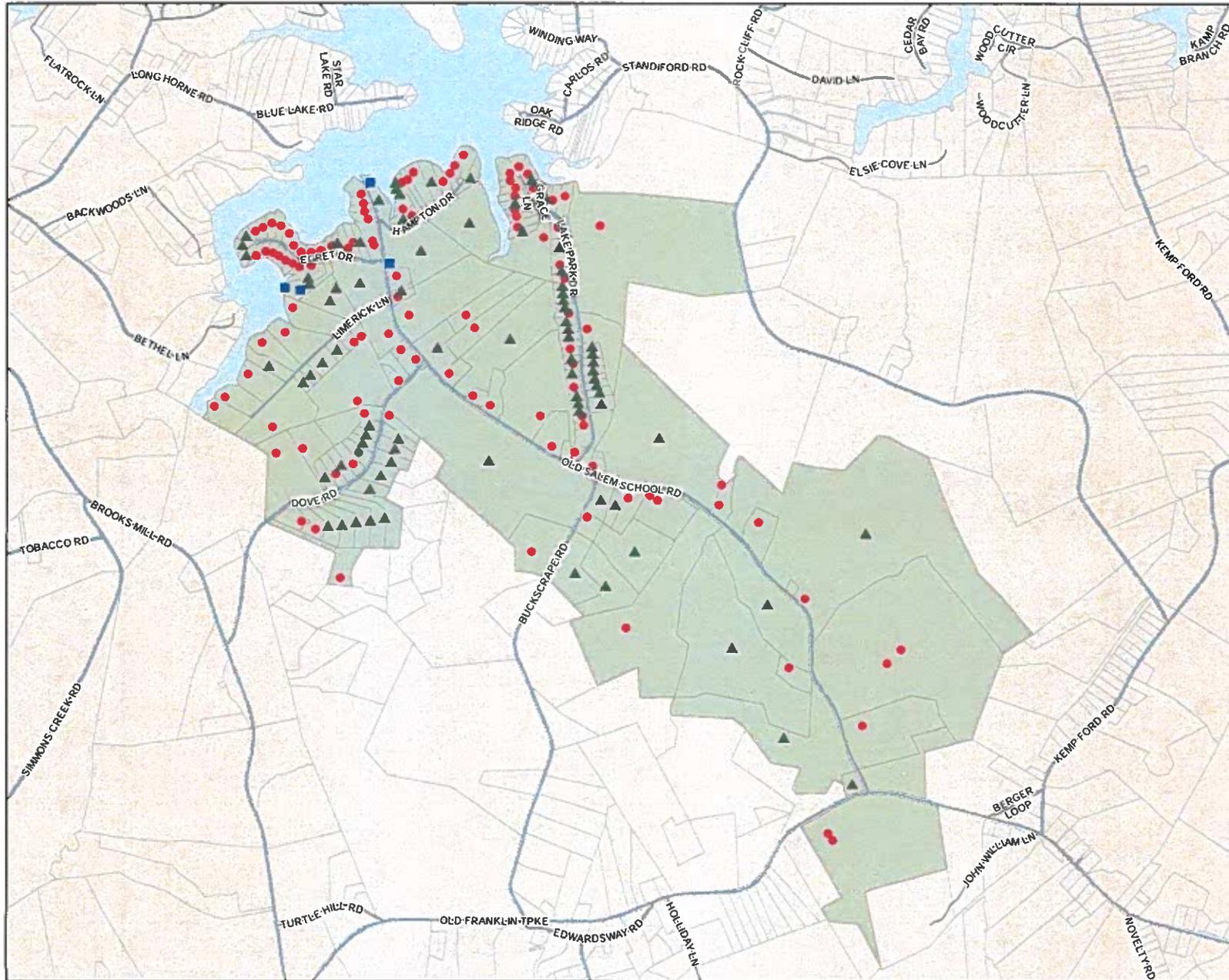
### Potential Clients

- Residential (112)
- Non-Residential (4)
- ▲ Vacant Lot (76)
- Potential Service Area
- Tax Parcels
- Water Features



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Date: 9/3/2019



# Application to DHCD Submitted through CAMS

County of Franklin

Franklin County Broadband Authority

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**Application ID:** 64508232019084323  
**Application Status:** In Progress - DHCD  
**Program Name:** Virginia Telecommunications Initiative 2020  
**Organization Name:** County of Franklin  
**Organization Address:** 1255 Franklin Street, Suite 103  
Rocky Mount, VA 24151  
**Profile Manager Name:** Lisa Cooper  
**Profile Manager Phone:** (540) 483-3027  
**Profile Manager Email:** lisa.cooper@franklincountyva.gov

**Project Name:** Franklin County Broadband Authority  
**Project Contact Name:** Steven Sandy  
**Project Contact Phone:** (540) 483-3027  
**Project Contact Email:** steve.sandy@franklincountyva.gov  
**Project Location:** 1255 Franklin Street  
Rocky Mount, VA 24151-1289  
**Project Service Area:** Franklin County, Henry County, Patrick County, Boones Mill Town, Rocky Mount  
Town

**Total Requested Amount:** \$2,383,039.00  
**Required Annual Audit Status:** Accepted

# Application to DHCD Submitted through CAMS

County of Franklin

Franklin County Broadband Authority

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## Budget Information:

Cost/Activity Category	DHCD Request	Other Funding	Total
<b>Telecommunications</b>	<b>\$2,383,039.00</b>	<b>\$2,216,038.00</b>	<b>\$4,599,077.00</b>
Construction	\$1,945,283.00	\$1,258,288.00	\$3,203,571.00
Construction Related Soft Costs	\$218,752.00	\$957,750.00	\$1,176,502.00
Contingencies	\$219,004.00	\$0.00	\$219,004.00
<b>Total:</b>	<b>\$2,383,039.00</b>	<b>\$2,216,038.00</b>	<b>\$4,599,077.00</b>

Budget Narrative:

## Questions and Responses:

### 1. Project Area

Explain why and how the project area(s) was selected. Describe the proposed geographic area including specific boundaries of the project area (e.g. street names, local and regional boundaries, etc.). Attach a copy of the map of your project area(s). Label map: Attachment 1 – Project Area Map.

**Answer:**

In the foothills of the Blue Ridge mountains, lies rural Franklin County with a population of more than 56,000. The County consists of 712 square miles, from gently rolling hills to mountainous terrain all lying between two lakes. According to the Center for Innovative Technology's 2017 needs assessment, more than 20% of the County is unserved by broadband access. In 2018, the County recognized the need for better broadband access and created a broadband authority to help manage development of broadband. Completed in 2019, the consulting firm Design Nine assisted the County with development of a broadband plan to improve broadband coverage and Internet access countywide. In developing the plan, several focus areas were confirmed from the CIT work and identified as unserved. This plan offers a hybrid solution to solve the broadband issue, calling for fixed wireless deployment in phases on existing structures where possible and building new structures where needed to reach the more remote communities of the County. The Plan also outlines a phased approach to install fiber to the homes in the County's designated growth areas and villages, where higher residential density and more commercial activity is envisioned and makes deployment more practical and cost effective to serve with fiber.

The project areas were identified by both Franklin County and the Center for Innovative Technology as areas that meet the eligibility criteria and locations where BRISNET, Blue Ridge Towers, Shentel and the County received inquiries from citizens regarding broadband availability. See Attachment 1 for project area maps and insets which provide more details on individual areas which are expected to receive coverage from this new service. Additional detailed maps of the project areas are attached, showing the complete unserved target areas, along with road names, the locations of the proposed towers and the coverage they will provide in Franklin County. In addition,

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some fixed wireless service areas will be able to provide coverage into portions of Henry and Patrick counties for this project phase.

Through the RFP process, Franklin County has established a relationship with Blue Ridge Towers and BRISNET to develop a fixed wireless system that can meet the County's objectives. This VATI application represents a collaborative effort to satisfy Phase 1 of the County's Broadband Plan and provide broadband to some of the communities most in need. These areas include Burnt Chimney, Scruggs, and Westlake in the northeast; Glade Hill, Snow Creek, Sontag, and Tom's Knob in the southeast; Callaway and Summit View Business Park in the northwest; and Fork Mountain and Henry in the southwestern portion of the County. Funding for the fixed wireless system in Phase 1 will allow for service to more than 21,500 homes, businesses, and other critical sites in Franklin County.

Shentel has also prepared a solution to provide new fiber connections to the homes in areas designated in the County's Broadband Plan. Shentel proposes to add 6.5 miles of new fiber in the Union Hall Village area to serve an estimated 190 properties, homes and businesses along Old Salem School Road in the Penhook community, which is part of the County's Village Plan for this area. This fiber provides up to 1 Gbps service to residences and businesses in this growth area.

2.

Describe your outreach efforts to identify existing providers in the selected project area. Provide a detailed explanation of how this information was compiled and the source(s). Provide a map and list of all existing providers (fixed and wireless) and speeds offered within the project area. Label Map: Attachment 2 – Existing Provider Map; label documentation: Attachment 3 – Documentation on CAF Funding Area.

**Answer:**

In May 2017, a study was conducted by the Center for Innovative Technology (CIT) in conjunction with Franklin County to analyze the current broadband coverage, demand, local assets, local policies and fees, and needs along with future capacity. A community survey was also done to assist in these efforts. In July 2017, the Broadband Needs Assessment Study was presented by CIT. In 2019, the County received a planning grant from VA DHCD to complete this needs assessment and also provide the County with a plan for meeting the identified needs and gaps in coverage within Franklin County. The County hired Design Nine consulting firm to complete this work. The number and types of service providers within the County are detailed in the attached document identified as, Attachment 2 - Existing Provider Map with supporting documentation, and found in Chapter 5 of the Design Nine Broadband Assessment and Plan dated August 2019 (complete copy of the report also attached). To summarize, the report identifies ten (10) service providers currently in the County based on zip code information.

Century Link

Citizens Telephone\*

Consolidated Communications

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Verizon

Shentel

Xfinity\*

Cox Communications\*

B2X Online

HughesNet

ViaSat/Exede

However, providers such as Cox Communications, Xfinity and Citizens are only referenced because the zip code includes portions of Franklin County. Cox provides service to Roanoke County residents; Xfinity serves Bedford and Henry and Citizens provides service within Floyd County. As the report outlines, much of the data available by providers, zip code, census tract, etc. is very optimistic. Through the CIT research, county survey of citizens we have found that many areas that claim to have service are very lacking in reliable service of 10 Mbps or greater. In addition, many citizens have expressed concerns and frustration with this lack of service and support from Century Link and B2X Online in particular. There are small pockets of the rural areas that have access to minimal fixed wireless service available through B2X and some satellite service available. Much of the County's project area is unserved, lacking sufficient coverage.

The County has also established a broadband authority to identify community needs and help establish a broadband deployment plan and associated funding streams. The broadband authority has conducted multiple public meetings, executed a Teaming Agreement with Roanoke Valley Broadband Authority, and had discussions with Mid-Atlantic Broadband, Shentel, Blue Ridge Towers and B2X about broadband service in the County. In addition, the Franklin County Broadband Authority has adopted a broadband plan prepared by Design Nine, Inc. which identifies a phased hybrid approach to broadband deployment in Franklin County. The plan was developed over six months in which public meetings were held and input from the community was received through community meetings and meetings with Chamber of Commerce.

The County Broadband Authority initiated a request for proposals (RFP) process to solicit broadband solutions from existing providers and potential new providers. Three providers responded to this RFP and were interviewed for additional information on their proposals. The three providers who responded to the formal RFP were BRISNET, B2X Online and Point Broadband. The County Broadband Authority voted to move forward with BRISNET for a fixed wireless solution to implement phase 1 of the hybrid broadband approach presented by Design Nine in their Plan which was adopted by the broadband authority.

Additionally, in preparation of this opportunity to provide fixed wireless service in the region, Blue Ridge Towers/BRISNET conducted a marketing campaign and customer outreach survey via a television marketing program through the local NBC affiliate (WLSL –Channel 10). To reach as many citizens as possible, BRISNET launched this TV campaign during the February 2018 Super Bowl game, and a continued heavy rotation campaign for an additional 2 months. Nearly 4,100 responses and requests for service were received, with about 1,200 of those requests from Franklin County residents. BRISNET continues to receive calls daily requesting services at a

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rate of nearly 30 calls per week, half of which come from Franklin County residents. BRISNET maintains a log of potential customers with addresses and contact information.

### 3. Project Need/Description

To be eligible for VATI, applicants must demonstrate that the proposed project area(s) is unserved. An unserved area is defined as an area with speeds of 10 Mbps / 1 Mbps or less and with less than 10 percent service overlap within the project area. Describe any anticipated service overlap with current providers within the project area. Provide specific information as to how you determined the percentage overlap. Label Attachment: Attachment 4 – Documentation Unserved Area VATI Criteria.

#### Answer:

The project areas are shown on the National Broadband Map as unserved (See Attachment 4). In addition, the CIT assessment and associated surveys also validated that the selected areas are unserved. Funding for this project will help breakdown the digital divide in Franklin County, expanding broadband connectivity, improving digital inclusion, and supporting local priorities established by the County. Furthermore, this initiative will serve to facilitate 21<sup>st</sup> century broadband access, capacity, and utilization in the proposed unserved areas, providing stronger connectivity for community anchors such as elementary schools and public safety facilities, and increasing opportunities for education, home businesses, and telemedicine for seniors and disabled citizens in remote communities.

Most of the proposed areas are unserved, with very limited coverage and unaffordable services. There is minimal fixed wireless service available and some satellite service, but most services are currently below, or at best, have the 10 mbps down bandwidth service level, as identified in the County's Broadband Plan, severely impacting economic development, educational/distance learning opportunities, and health care. Moreover, the existing services are inadequate for future needs. Affordability is another major consideration for services.

Due to proprietary information, detailed information on levels of service are not available. As stated in the recent Commonwealth Connect report, "The primary issue with FCC data is the lack of details related to coverage by providers." Referenced in the report is the fact that, "Federal maps compiled by the FCC suffer from an insufficient granularity as well as potentially misleading coverage areas." Further, "Existing maps, including some mandated by the federal government, are not reliable to access the extent of broadband coverage and gaps in the coverage." This also goes back to the method in which coverage is reported – if there is one customer in a Census block, the entire block is counted as being served. In some areas (rural and agricultural) like Franklin County, Census blocks are extremely large, so this can be very misleading and inaccurate. Additionally, there is no way to determine if people are actually using wireless connections within a particular service area, as highlighted in the Commonwealth Connect report.

Snow Creek area and a portion of Callaway area have access to fixed wireless from B2X Online. This overlap area is considered to be less than ten percent (10%) of the service area and has speeds less than 10 Mbps. However, in consideration of BRT's current tower construction project in neighboring Bedford County and funded in the previous VATI grant round, this project will serve to strengthen future services in the Westlake/Scruggs area of Franklin County. Since construction is still underway, there is no available data to project service overlap and there is no concrete reporting system for any current providers.

The Shentel fiber portion of this project will provide high speed internet to a growth area (Village) in the county

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that currently only has Century Link DSL. Residents have complained of the lack of performance and customer support for their existing service for years. Many have tried satellite and cellular service but found it to be too slow and too expensive to meet their needs. They have requested that Shentel expand its coverage to this area. This fiber to the home meets an objective of the Franklin County Broadband Plan in the designated growth areas of the County (Villages). This area adjacent to Smith Mountain Lake is poised for both residential and commercial growth.

4. Provide the number of residential serviceable units in the project area(s). Describe the eligible premises that will be served by the proposed project and the basis for these projections.

**Answer:**

Within the unserved target areas, there are more than 22,500 potential customers – both residential and non-residential. All are eligible users, but there is the potential for additional subscribers. These projections are based on the number of addressed units within the radius of each proposed fixed wireless service antennae. A radius of 4 miles was utilized for the large monopoles and two and one-half (2.5) miles for the smaller community poles that are proposed. See Attachments 1 and 5 for project area maps. Based on the technology that will be employed by BRISNET, the fixed wireless system will utilize two frequencies, 900 MHZ and 5800 MHZ that will enable the signals to penetrate leaf on conditions and rough terrain areas. Future phases of the fixed wireless buildout identified in the County's Broadband Plan call for additional community poles to be installed to help reach customers in hard to serve rural areas.

There are a number of additional households (approx. 600) outside of the proposed project area in Henry and Patrick counties, as depicted on the attached project area map, that could receive service depending on topography.

The Shentel fiber project will pass approximately 190 eligible premises with the 6.5-mile fiber extension. This new service will provide high speed internet (up to 1 Gbps) throughout the network. See Attachment 1 for project area maps.

5. Indicate the numbers of businesses and community anchor institutions the proposed project will pass in the project area. Also indicate the number of home-based businesses. Provide specific information.

**Answer:**

Based on the maps generated by Franklin County GIS Department, there are approximately 1000 non-residential addressed within the project area that could receive new fixed wireless service. As a result of the online survey conducted by CIT and Franklin County, there were also many reported businesses (self-employed) in the rural areas. This may be a sales person, hair dresser, realtor, or a number of other entrepreneurs who work from home in Franklin County. There are also a large number of short term rentals of properties at Smith Mountain Lake or nestled in the mountains due to the beautiful views and quiet lifestyle. While an exact number within the proposed service area is not available, twelve percent (12%) of County residents expressed an interest in working from home if there were more broadband accessibility and capacity. As previously stated, there are 1,123 working age adults who may have the opportunity to work from home if reliable Internet service is provided. Further, it should be noted that more than one-third (34%) of business owners in the County reported dissatisfaction with their current business Internet service.

There are several community anchors included in the project area. Almost all of the County's elementary schools (Boones Mill, Burnt Chimney, Dudley, Glade Hill, Callaway, Henry, Lee Waid, Rocky Mount, Snow Creek &

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Sontag) will be included in the proposed project area to receive fixed wireless service. The school facilities are currently connected to educational fiber provided by Mid-Atlantic Broadband and/or Shentel. However, children living in areas around the schools have very limited access to perform online homework tasks at home.

The proposed fixed wireless services will provide reliable internet services to many businesses in the rural areas including convenience and general stores, agricultural operations, quarries/asphalt plants, churches, automobile repair facilities, campgrounds at both Smith Mountain Lake and Philpott Reservoir.

Another major benefit of the proposed fixed wireless system is increasing access to tele-medicine within the rural community who often times has difficulty with transportation to medical appointments. Both Tri-Area Community Health and Carilion have expressed a desire to provide more tele-medicine options to their patients to access healthcare, pharmacies and health information. This affordable option of fixed wireless will help meet a major need related to healthcare for many residents in Franklin County.

The proposed fiber extension by Shentel will serve at least four current businesses including Magnum Point Marina and Restaurant, Magnum Point Boat Repair and Camp Reel Simple.

6. Understanding that projected take rates are an estimate, provide the anticipated take rate for the proposed service within one year of project completion and describe the basis for the estimate. Also detail all actions (e.g. marketing activities, outreach plan) to be implemented to reach the identified potential serviceable units within the project area.

**Answer:**

BRISNET has a 3 Phase plan to capture a 58% total take rate of the County's underserved citizens. According to Center for Innovative Technology's 2016 survey, there are currently 26,000 citizens in the Franklin County market that have been deemed underserved. This population is comprised of mostly rural single-family dwellings. Blue Ridge Towers in its design and planning phase, utilized a number of 2.5 tenants per single family dwelling yielding a total net of 10,000 homes without adequate internet/broadband access. Phase I, easily allows BRISNET in the initial 12 month plan to attract a customer base of 2,500 to 3,000; bringing critically needed Broadband access to 25% of the total underserved population in the initial launch of BRISNET in the Franklin County market. Phase II will allow BRISNET to add additional coverage, enhancing remote repeater sites that will reach gaps in coverage to those citizens not reached in the original launch of BRISNET. In our projections we will have become a proven and reliable resource for the underserved citizens of Franklin yielding an additional 1,500 customers/subscribers bringing our total take rate to 37% in year 2. Phase 3 of the BRISNET 3 year plan allows us to continue a heavy marketing plan to add the final 1800 customers needed to reach our goal of a 47% total take rate.

In preparation for this opportunity Blue Ridge Towers/BRISNET conducted a marketing campaign and customer outreach survey via a Television marketing program through the local NBC affiliate (WSLS – Channel 10). In an effort to reach as many citizens as possible BRISNET launched this TV campaign during prime time viewing with 2 commercials during the 2018 Super Bowl game, and a continued heavy rotation campaign for an additional 2 months of coverage. We received nearly 4,100 responses and requests for service, with nearly 1,100 of those requests coming from Franklin County residences. We continue to receive calls daily requesting our services at a rate of nearly 30 calls per week, all coming from Franklin County residents. BRISNET maintains a log of those potential customers, their addresses, and contact information.

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BRISCNET, will maintain this Television marketing presence over the Southwest Virginia region, to include a focus on Franklin County. We will also promote heavily through radio, and conduct community outreach efforts in conjunction with the County utilizing local publications to reach all citizens of the County that need Broadband to reach our take rate of 47%.

7. **For wireless projects only:** Please explain the ownership of the proposed wireless infrastructure. Will the wireless co-applicant own or lease the radio mast, tower, or other raised structure onto which the wireless infrastructure will be installed?

**Answer:**

The project proposes the construction of six (6) new poles as part of this wireless infrastructure. Blue Ridge Towers Inc. will own the newly constructed monopoles in Summit View Business Park and Westlake. Franklin County will own new towers built at Snow Creek and Callaway Elementary School. In addition, the project proposes to rebuild two (2) existing public safety structures at Fork Mountain and Henry Fire Departments that are owned by the county as well as installing two (2) new eighty (80) foot tall relay poles at Glade Hill and Sontag Elementary Schools. Colocation of wireless equipment is also proposed on four (4) existing structures. These structures are identified as Grassy Hill, Tom's Knob, Scruggs public safety towers owned by Franklin County and the Burnt Chimney water tank owned by Western VA Water Authority (WVWA).

BRISCNET as the co-applicant will lease space from the County on County-owned towers with an initial 5-year lease to provide initial wireless internet service. BRISCNET will own, operate and maintain the fixed wireless and microwave backhaul equipment that will be installed on each tower. It is also anticipated that other cellular providers will lease space on these new towers giving residents options for high speed internet service and extended wireless cellular coverage.

Fiber to the towers will be provided by either Mid-Atlantic Broadband, Shentel, BRISCNET or Franklin County to ensure the system has strong and reliable signal strengths.

8. Provide the proposed download and upload speeds for the project area. Detail whether that speed is based on dedicated or shared bandwidth, and detail the technology that will be used. This description can be illustrated by a map or schematic diagram, as appropriate. Describe the Internet service offerings to be provided after completion of this project and your price structure for these services. The service offerings should include all relevant tiers.

**Answer:**

BRISCNET will provide broadband access through a fixed wireless system, utilizing a combination of unlicensed frequencies delivered by technology provided by Cambium Networks, (formerly Motorola) and using spectrum of both 900 MHZ and 5800 MHZ frequency to bring high speed Internet to the service area. The fixed wireless system works by placing access point antennas at the top rad center or mounting height of each tower and connecting to customers via a near line of sight system directly to the subscribers. The end user will receive service through a subscriber module unit to be mounted to the home, with final delivery of service provided via a wireless modem. Each tower (AP unit) can propagate a 3-4-mile coverage radius depending on topography. Each Access Point provides a 90-degree coverage radius and can handle 500 to 600 subscribers depending upon total subscriber usage per 90 degrees. BRISCNET will deploy 4 AP's per site/per tower to offer 360 degrees of coverage allowing coverage of up to 2,000 subscribers per tower without interruptions.

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Attached is a coverage map illustrating projected coverage (See Attachments 1 and 5).

BRISCNET will offer the following entry level service plans to all users:

**10x2 Mbps - \$73** The 10 Mbps service delivers more bandwidth for households that stream video, audio, download music or play online games.

**25x3 Mbps - \$86** The 25 Mbps Internet service delivers even more bandwidth and data usage for households that spend a lot of time on the Internet and have multiple computers and mobile devices.

**50x5 Mbps - \$108** The 50 Mbps Internet service delivers significantly more bandwidth and data usage at low latency ping times for those who depend on the Internet for work or want the most speed they can get - even during peak Internet usage times.

**75x10 Mbps - \$145** The 75 Mbps service is for the business user who requires huge bandwidth and no data caps.

Shentel offers the following service plans for internet:

Shentel will provide a triple play (voice, video, and Internet) to the project grant areas. Internet will be provided though cable modems. Residential speeds will include the following: 50 Mbps, 150 Mbps, 300 Mbps, and 1 Gigabit.

Internet speeds (additional discounts are applied for ordering phone or TV):

1. 50 Mbps \$65/Mo
2. 150 Mbps \$80/Mo
3. 300 Mbps \$110/Mo
4. 1 Gig Mbps \$200/Mo

Through the MOU between the Franklin County Broadband Authority and Shentel, the fiber will be available to customers for more than three (3) years. Additional fiber will be made available for other uses by providing by one additional buffer tube (12 strands) of fiber with each project and a thirty (30) year IRU (Indefeasible Right to Use) agreement for its use.

The proposed project and construction will be incorporated into the existing hybrid fiber-coax (HFC) network owned and operated by Shentel and will be capable of providing residential and business customers with download speeds of up to 1 Gbps and upload speeds of up to 30 Mbps through the Docsis 3.0 platform. The network will also enable customers to access video, data and telephone services available through Shentel.

Shentel acquired Jetbroadband in 2010 and has maintained the hybrid fiber-coax (HFC) network in the Franklin County for nearly 10 years. Shentel has built and maintained HFC network in other parts of the state for over 25 years. Services are delivered over the network from one of several hubsites that Shentel owns and operates in Franklin County. Shentel trains and employs engineers and technicians to ensure we maintain a near 100% network reliability. The network and hubsite are monitored both locally and nationally 24 hours a day and 365 days a year.

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Shentel will use the funds for last mile fiber construction for the Union Hall (Old Salem School) project. Shentel will cover customer premise equipment and install costs at the customer location. Shentel allocates \$1800 towards every home and business passed that could be served with a coaxial or fiber drop.

9. Provide a description of the network system design used to deliver broadband service from the network's primary Internet point(s) of presence to end users, including the network components that already exist and the ones that would be added by the proposed project. Also describe specific advantages of using this technology. Provide a detailed explanation on how this information was compiled and source(s). For wireless projects, provide a propagation map including the proposed project. Label Map: Attachment 5 – Propagation Map Wireless Project

**Answer:**

BRISNET will provide broadband access through a fixed wireless system, utilizing a combination of unlicensed frequencies delivered by technology provided by Cambium Networks, (formerly Motorola) and using spectrum of both 900 MHZ and 5800 MHZ frequency to bring high speed Internet to the service area. The fixed wireless system works by placing access point antennas at the top rad center or mounting height of each tower, and connecting to customers via a near line of sight system directly to the subscribers. The end user will receive service through a subscriber module unit to be mounted to the home, with final delivery of service provided via a wireless modem. Each tower (AP unit) can propagate a 3-4 mile coverage radius depending on topography. Each Access Point provides a 90 degree coverage radius and can handle 500 to 600 subscribers depending upon total subscriber usage per 90 degrees. BRISNET will deploy 4 AP's per site on this tower to offer 360 degrees of coverage allowing coverage of up to 2,000 subscribers per wireless tower location without interruptions.

The proposed project and construction will be incorporated into the existing hybrid fiber-coax (HFC) network owned and operated by Shentel and will be capable of providing residential and business customers with download speeds of up to 1 Gbps and upload speeds of up to 30 Mbps through the Docsis 3.0 platform. The network will also enable customers to access video, data and telephone services available through Shentel.

Shentel acquired Jetbroadband in 2010 and has maintained the hybrid fiber-coax (HFC) network in the Franklin County for nearly 10 years. Shentel has built and maintained HFC network in other parts of the state for over 25 years. Services are delivered over the network from one of several hubsites that Shentel owns and operates in Franklin County. Shentel trains and employs engineers and technicians to ensure we maintain a near 100% network reliability. The network and hubsite are monitored both locally and nationally 24 hours a day and 365 days a year. Shentel will use the funds for last mile fiber construction for the Union Hall (Old Salem School) project.

Shentel will cover customer premise equipment and install costs at the customer location. Shentel allocates \$1800 towards every home and business passed that could be served with a coaxial or fiber drop.

Attached is a coverage map illustrating projected coverage (See Attachments 1 and 5).

**10. Project Readiness**

What is the current state of project development (e.g. planning, preliminary engineering, identifying easements/permits, final design, etc.)? Prepare a detailed project timeline or construction schedule which identifies specific tasks, staff, contractor(s) responsible, collection of data, etc., and estimated start and completion dates. Provide any Memorandums of Understanding (MOUs) or Memorandums of Agreement (MOAs) (drafts are allowable), letters of support, etc. The timeline should include all activities being completed within 12 months of

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contract execution with DHCD. Label Attachments: Attachment 6 – Timeline/Project Management Plan; Attachment 7 – Relationship between Applicant/Co-Applicant; Attachment 8 – Letters of Support;

- i. If the partnership is formalized in a written agreement, provide a copy of that agreement.
- ii. If the partnership has not been formalized, provide a short description of the project management role, financial commitment, or other contribution to the project for the applicant, co-applicant, and any additional partners.
- iii. If applicant is not a locality(s) in which the project will occur, please provide a letter of support from that locality.

**Answer:**

Franklin County has been involved in the development of this application for well over a year. The County began in 2018 preparing for the development of a Broadband Plan for the County. The County received a DHCD planning grant in December 2018 to hire a consultant to assist the County in the Plan development. The Plan involved numerous public meetings of the Broadband Authority and meetings with stakeholders in the community. During the planning period, the County also issued a Request for Proposals (RFP) for private providers to offer solutions to solve the broadband issues in Franklin County. As part of this process, BRISNET analyzed the County and prepared a proposal to provide a county-wide fixed wireless solution. Significant planning has gone into their proposal. In addition, BRISNET and Design Nine have reviewed, discussed and modified the proposal to be more consistent with the County's approved Plan. BRISNET performed additional analysis and received quotes for constructing the network. Significant planning and analysis has been performed by BRISNET and the County's consultant to make the project viable and ready for final engineering should the funding become available.

In addition, BRISNET has secured locations for the Summit View, Westlake and Snow Creek new tower sites. In fact, construction of the Summit View tower is underway. Due to the scale of the project of the fixed wireless project, an eighteen (18) month project schedule has been developed.

Franklin County is providing space for colocation on towers under County control for this project. The remaining towers will be on school properties where the School Board, Board of Supervisors and Broadband Authority will work together to determine location, construction and lease details. The County and BRISNET have discussed the proposed use of the Burnt Chimney water tank with the Western VA Water Authority who indicates their support of the use of the tank but will require that a structural analysis be performed to ensure the equipment can be placed on the structure. The County and BRISNET have also had discussions with Mid Atlantic Broadband to assist with fiber needed for the project. They have expressed their support of the project and indicated their willingness to help in any way they may be able to assist.

Shentel has performed preliminary engineering of the proposed fiber project and the project is on Shentel's 2020 project list. If funding is approved, this project will be ready for final engineering and construction in 2020. This project has a twelve (12) month expected completion.

The County has entered into Memoranda of Understanding with BRISNET/Blue Ridge Towers and Shentel for these projects to outline the preliminary roles and responsibilities of each of the parties and commitment of the

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parties should funding become available.

See Attachments 6, 7 and 8 for more detailed information.

11. Matching funds: Provide a description of the matching funds the applicant and co-applicant will invest in the proposed project (VATI funding cannot exceed 80 percent of total project cost). The Funding Sources Table must be completed. Label Attachments: Attachment 9 - Documentation of Match Funding; Attachment 10 – Funding Sources Table;
  - i. For each element of matching funds in the description, indicate the type of match (e.g. cash, salary expense, or in-kind contribution).
  - ii. Identify whether the applicant or co-applicant is responsible for providing each element of the proposed matching funds.
  - iii. Include copies of vendor quotes or documented cost estimates supporting the proposed budget.

**Answer:**

Franklin County is committed to providing matching capital funds for the 2020 VATI Broadband project through several methods as follows:

**Matching local funds** – The County currently has appropriated \$140,000 in a capital spending account dedicated to broadband. Furthermore, the County is currently projecting \$1,005,000 of funding for broadband deployment over the next ten (10) years as shown on attached Capital Improvement Plan for FY 20-21. See optional attachment for Franklin County Capital Improvements Plan documenting Broadband funding.

**In-kind Contribution/Services** - The County has several vertical assets (towers) and land that will be made available for this project. The County will be acquiring land leases on two of the new tower sites that will require monthly or annual lease payments. In addition, the County already maintains leases on other sites where public safety radio equipment is located. The County projects that these land leases will have a five year lease value of \$378,000. The County also has co-location leases on existing sites as well as potential rental space on other towers that will be allocated for this project. The County has calculated the five-year value of these leases to be \$260,000.

Franklin County will be managing the aspects of the project over the next 12-18 months. Franklin County has dedicated staff resources to the preparation of the grant application and to grant and project management. This includes the Director of Planning & Community Development, Finance Director, GIS Coordinator, IT Director, and others to ensure that the project is successful and completed on time and on budget. It was estimated that County staff would work 15-20 hours per week on this project over the entire 18 month life of the project.

In addition, the County has secured the services of Andrew Cohill of Design Nine, Inc. as the County's Broadband Consultant. In addition to creating the Broadband Plan for the County, Mr. Cohill will be assisting with grant applications and providing technical project oversight. The County will also require the services of the County Attorney to review, draft, and approve documents related to the partnership between Franklin County and VA

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DHCD as well as Blue Ridge Towers, BRISCNET and Shentel to implement the project.

## Estimated Costs

	Rate	Hours	Cost
Franklin County Staff	\$70/hr	1157	\$81,000
County Attorney	\$150/hr	60	\$9,000
Consultant	\$125/hr	80	\$10,000

Blue Ridge Towers will be providing \$570,000 in matching funding for tower construction and another \$144,000 in land lease value for property for which they will have lease payments for structures/equipment. BRISCNET will be providing \$483,000 in matching funds for WISP equipment and microwave equipment necessary for backhaul. In addition, BRISCNET will be providing \$28,000 in in-kind payments for colocation leases. Shentel will be providing \$95,038 in capital matching funds for all phases of the fiber to the home development associated with the Union Hall project.

Also, please see attached supporting documentation for cost estimates and letter provided by the co-applicants, Blue Ridge Towers/BRISCNET and Shentel.

See Attachments 9 and 10 for more info on Matching Funds.

12. Applicant and Co-Applicant: A description of the public-private partnership involved in the project. Detail the local government assistance: Local government co-applicants should demonstrate assistance to project that will lower overall cost and further assist in the timely completion of construction, including assistance with permits, rights of way, easements, and other issues that may hinder or delay timely construction and increase cost. Provide

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detail if this project includes additional partners such as municipal providers, middle-mile providers, or investor-owned utilities

**Answer:**

The Franklin County Broadband Authority has entered into separate Memoranda of Understanding (MOU) with Blue Ridge Towers, Inc./BRISNET and Shentel to partner on efforts to close rural broadband gaps in Franklin County. See Attachment 7 for Memorandum Of Understanding documents. Franklin County is committed to working with its private partners in this project for permit review assistance and approvals. Some of the proposed project sites are located in non-zoned areas of the County, so there are no zoning reviews or approvals needed. Permits required in zoned areas will have no fees and will be expedited. The project will require comprehensive plan conformance review, building permits as well as erosion and sediment control and stormwater management plan approval from the County. The County is prepared to waive fees for this project and expedite reviews to ensure completion of the project on time and within budget.

The County is also poised to assist with other partners such as Franklin County Public Schools, Western Virginia Water Authority, Fork Mountain and Henry Volunteer Fire Departments, Mid Atlantic Broadband, VDOT and others to continue good working relationships to see the broadband issue in Franklin County solved.

- Identify key individuals, including name and title, who will be responsible for the management of the project. Provide a concise description of their role and responsibilities for the project. Present this information in table format.

**Answer:**

Franklin County VATI 2020 Broadband Project - Key Individuals		
Name	Title	Project Role
<b>Franklin County</b>		
Steven Sandy	Project Manager/ Director of Planning & Community	County's overall point of contact
Mike Lockaby	County Attorney	Internal legal assistance
John Harrison	IT Director	Information technology support
Christopher Whitlow	Interim County Administrator	Project Oversight
Brian Carter	Finance Director	Project funding, reporting
Bob Camicia	FC Broadband Authority Chairman	Regulatory Oversight
<b>Blue Ridge Towers/BRISNet</b>		
Anthony Smith	President of Blue Ridge Towers Inc and BRISNet	Wireless Internet Service Provider
Warner Hall	Chief Financial and Operations Manager for BRISNet	Will oversee BRISNet operations
Sean Cai	Project Manager for Blue Ridge Towers	Will assist in numerous duties on project
<b>Shentel</b>		
Jason Durrance	OSPE Supervisor	Project design and construction
Christopher Kyle	Vice President - Regulatory Affairs	Project oversight

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Larry Hubbard

OSPE Manager

Project oversight and custo

## 14. Project Budget and Cost Appropriateness

Applicants shall provide a detailed budget as to how the grant funds will be utilized, including an itemization of equipment and construction costs and a justification of proposed expenses. Expenses should be substantiated by clear cost estimates. Label Attachment: Attachment 11 – Derivation of Costs; Attachment 12 - Documentation of Supporting Costs; Attachment 13 – Supporting Documentation of Cost Estimates.

**Answer:**

BRISNET, Blue Ridge Towers and Shentel have all provided a project budget and cost estimates based on their professional knowledge and the current market pricing for the project items. Please see attachments 11, 12 & 13 for supporting documentation for cost estimates and project budget and details.

15. The cost benefit index is comprised of three factors: (i) state share for the total project cost, (ii) state cost per unit passed, and (iii) the internet speed. From these statistics, individual cost benefit scores are calculated. Finally, the three component scores are averaged together and converted to a 30-point scale to form a composite score. Please provide the following three pieces of information:
- Total State funding requested / Total Project cost
  - Number of serviceable units
  - Highest residential speed available

**Answer:**

- \$2,383,039/\$,599,077
- 22,500
- 1 Gbps

16. A brief description of applicant and co-applicant's history or experience with managing grants and constructing broadband communication facilities in the Commonwealth of Virginia and elsewhere.

**Answer:**

Franklin County has experience with managing grants through various state and Federal programs such as Community Development Block Grants, VDOT's Smart Scale, Revenue Sharing, Economic Development Access and Recreation Access, Federal Transportation Enhancements and Federal Lands Access Program (FLAP) and Tobacco Region Revitalization Commission.

West Piedmont Planning District Commission has an experienced staff and a long history of managing numerous state and federal grants for various projects. On an annual basis, staff works with the U.S. Department of Commerce, Economic Development Administration; the Appalachian Regional Commission; the U.S. Federal Highway Administration; the Virginia Department of Transportation; and the Virginia Department of Housing and

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Community Development to administer and manage a variety of programs.

Franklin County's broadband consultant is Design Nine of Blacksburg, Virginia. Design Nine has extensive experience with both grant management and the construction of broadband networks in Virginia. Their work on grants has included assisting Virginia localities with the management and execution of DHCD-funded planning grants, CDBG grants, USDA grants, and Tobacco Commission grants. Their work with broadband network construction includes both broadband wireless facilities (design, construction, management) and aerial and underground fiber networks (design, construction, management). Design Nine has worked with more than forty Virginia counties, towns, and cities on broadband grant projects.

Blue Ridge Towers/BRISNET is a new & innovative wireless Internet service provider based in Roanoke, VA serving the rural county areas of Bedford, Franklin, Botetourt, Roanoke, and surrounding SWVA. BRT/BRISNET was a co-applicant with Bedford County and received VATIFunding in 2019. Blue Ridge Towers specializes in developing build-to-suit towers and has earned an outstanding reputation as a go to, turn-key resource for the major carriers in the service provider markets. Blue Ridge Towers has longstanding relationships with the municipalities they serve. The company is currently developing specific sites for Verizon and Sprint, and working with National Park Service to develop a coverage strategy for a 469-mile corridor from Ashville, NC to Charlottesville, VA.

Shentel, officially Shenandoah Telecommunications Company, is a publicly traded telecommunications company headquartered in Edinburg, Virginia. It operates a digital wireless and wireline network in rural Virginia, West Virginia, Maryland and Pennsylvania. Shentel operates its wireless division as a Sprint affiliate, serving 1,006,874 subscribers. Shentel was founded in 1902 as the Farmers Mutual Telephone System (FMTS). Its initial goal was to bring telephone service to rural residents of Shenandoah County, VA. In 1960 the name changed to Shenandoah Telephone Company, then in 1981 to Shenandoah Telecommunications Company (Shentel). The company launched cable TV service and a fiber optic network in the 1980s. In 1984 Shentel added mobile and paging services. In 1990 Shentel launched Shenandoah Cellular, the first company in Virginia to offer cellular service to a rural area. Internet service was made available to Shentel customers in 1994.

In the 2000s Shentel began to expand its cable footprint - purchasing cable assets from Rapid Communications in Virginia and West Virginia in 2008 and acquiring Jet Broadband in southern Virginia and southern West Virginia in 2010. Later in 2010, Shentel purchased two small cable systems from Suddenlink Communications (one in West Virginia, the other in Maryland). In May 2016, Shentel finished acquiring its competitor Ntelos for 640 million dollars acquiring 297,500 subscribers. The deal also transferred an additional 291,000 subscribers from Sprint in exchange for Ntelos spectrum, making Shentel the sixth largest public wireless company in the United States. (Source: Wikipedia). Shentel has been awarded Tobacco Commission grants to extend fiber in Franklin County and other localities in Virginia.

## 17. Commonwealth Priorities

Additional points will be awarded to proposed projects that reflect Commonwealth priorities. Please describe if the project fits into a larger locality or regional universal broadband plan.

**Answer:**

FCBA procured Design Nine, Inc., to develop a countywide broadband plan for Franklin County. Adopted in August 2019, the Franklin County Broadband Assessment and Plan sets forth a hybrid, phased approach utilizing

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fixed wireless technology and fiber to the home to meet the broadband needs of Franklin County. The County also initiated an RFP process for broadband services and is currently working with multiple partners including, BRISNET, Mid-Atlantic Broadband, Shentel and Point Broadband to develop proposals to implement the hybrid phasing plan developed by Design Nine, Inc. In doing all of this, the County followed the recommendations and guidance of the various state agencies to create a blueprint to close the broadband connection gap.

This phased hybrid approach to broadband seeks to leverage existing state, local and private resources wherever possible. Of keynote is the use of Mid-Atlantic Broadband middle mile fiber wherever possible. The Tobacco Commission leveraged significant resources to develop this open access resource which FCBA intends to utilize in its broadband deployment wherever possible.

This project aligns with the Commonwealth's priorities to address the digital divide and complies with the state's goals set forth by the Virginia Department of Housing and Community Development, The Tobacco Commission, the Commonwealth Connect Coalition, and the Center for Innovative Technology's Broadband Path. The proposed Franklin County project will help address unserved rural areas in need of broadband connectivity and affordable internet access, and address issues of unevenly dispersed broadband in remote areas. With funding, this public-private partnership will help connect the citizens of Franklin County to education and workforce training opportunities, increase small business opportunities, and enable new health care technologies for seniors and disabled citizens, as specified by all the state agencies listed above.

Within the Commonwealth Connect report, Franklin County Broadband Authority is listed as a regional authority, having prepared the universal broadband plan. Upon funding, the project is ready for implementation. A portion of the proposed project will serve the Summit View Business Park, estimated by the Chumura economic impact report to employ 1,562 by businesses within the park and a total of 2,221 direct, indirect, and induced jobs due to the park and spur additional private investment. Two businesses have already located in the Park. Expansion of broadband services will attract more companies and further economic development initiatives in the County. In addition, the new fiber will advance economic and community development in the Union Hall Village area, as prescribed in the County's Village Plan.

Project also utilizes fixed wireless broadband system implemented in Bedford County. The new system developed in Franklin County will also provide services to customers in Henry and Patrick counties.

## 18. Additional Information

Any other equitable factor that the applicant desires to include. Applicants are limited to four additional attachments. Label Additional Attachments as:

- a. Attachment 14 – Two most recent Form 477 submitted to the FCC or equivalent
- b. Attachment 15 – Copy of Public Notice
- c. Attachment 16 – XXXXXXXX
- d. Attachment 17 – XXXXXXXX
- e. Attachment 18 – XXXXXXXX

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f. Attachment 19 – XXXXXXXX

**Answer:**

Attachment 16 - Franklin County Broadband Plan by Design Nine, Inc.

Attachment 17 - Franklin County Broadband Assessment by CIT

Attachment 18 - Franklin County Wireless Tracker

Attachment 19 - Franklin County Capital Improvements Program

**Attachments:**

Map(s) of project area, including proposed infrastructure

Attachment1ProjectArea93201920929.pdf

Map(s) or schematic of existing broadband providers (inventory of existing assets)

Attachment2ExistingProviderMap932019115644.pdf

Documentation that proposed project area is not designated for Connect America Funding (CAF)

Attachment3DocumentationonCAFFundingArea932019121221.pdf

Documentation that proposed project area is unserved based on VATI criteria

Attachment4DocumentationofUnservedArea93201915030.pdf

Propagation Map if Wireless Project

Attachment5PropagationMap93201914913.pdf

Project Management Plan

Attachment6TimelineProjectManagementPlan932019123142.pdf

Documentation of relationship between applicant and co-applicant (formal or informal)

Attachment7Documentationofrelationship93201933321.pdf

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Letters of Support

Attachment8LettersofSupport93201921306.pdf

Documentation for in-kind contributions, including value(s)

Attachment9DocumentationofMatchFunding93201943645.pdf

Funding Sources Table

Attachment10FundingSourcesTable93201935119.pdf

Derivation of Cost (Project Budget)

Attachment11DerivationofCost93201934214.pdf

Documentation supporting project costs (i.e. vendor quotes)

Attachment12Documentationsupportingprojectcosts932019120507.pdf

Supporting documentation for costs estimates

Attachment13SupportingDocumentationforcostestimates932019120817.pdf

Two most recent Form 477 submitted to FCC

Attachment14TwomostrecentForm477submitted932019115833.pdf

Copy of Public Notice

Attachment15CopyofPublicNotice932019122207.pdf

Optional

FranklinCountyBroadbandAssessmentAndPlanAdopted082019Opt8292019113631.pdf

Optional

FranklinCommunityBroadbandAssessmentbyCIT8292019125644.pdf

Optional

FCWirelessTracker932019121840.xlsx

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Optional

FCCIPDocument93201921333.pdf

## Notes:

Franklin County has been actively working to address the issue of broadband access for several years now. Much work has been completed since 2016, the Center for Innovative Technology (CIT) provided assistance to Franklin County by performing a Needs Assessment and a community survey in 2016/17. This identified the focus areas for broadband deployment and documented over 6200 citizen comments/needs for broadband. In 2018, the County created a broadband authority. The Authority applied for and received planning grant funding to finalize the County's broadband plan using Design Nine, Inc. The Authority adopted this plan in August 2019. The adopted plan offers a hybrid solution to solving the broadband issue in Franklin County. This hybrid solution calls for deploying fixed wireless in phases on existing structures where possible and building new structures where needed to reach the more rural and remote communities of Franklin County. The Plan also outlines a phased approach to installing fiber to the homes in the County's designated growth areas and villages. These areas are expected to have higher residential density and more commercial activity making these areas more practical and cost effective to serve with fiber. Concurrently, the County solicited proposals from private providers for broadband solutions. Through the RFP process, Franklin County has developed a relationship with Blue Ridge Towers and BRISNET to develop a fixed wireless system that can meet the County's objectives. This VATI application represents a collaborative effort to satisfy Phase 1 of the County's Broadband Plan and provide broadband to some of the communities most in need. Shentel has also partnered with Franklin County to provide fiber connections to the homes in areas designated in the County's Broadband Plan. This fiber provides up to 1 Gbps service to residences and businesses in the County's growth areas. Shentel proposes to add 6.5 miles of fiber in the Union Hall Village area.

**COMPREHENSIVE AGREEMENT BETWEEN  
THE FRANKLIN COUNTY BROADBAND AUTHORITY,  
BLUE RIDGE TOWERS, INC., AND  
BLUE RIDGE INTERNET SERVICE COMPANY, LLC**

**July \_\_, 2020**

DRAFT

List of Exhibits:

- A. PPEA Unsolicited Proposal (Confidential Sections Withheld)
- B. Public Hearing Notice
- C. VATI Grant Agreement
- D. Development Agreement (With Exhibits)
- E. Operating Agreement
- F. Marketing Agreement

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**COMPREHENSIVE AGREEMENT BETWEEN  
THE FRANKLIN COUNTY BROADBAND AUTHORITY,  
BLUE RIDGE TOWERS, INC.,  
AND  
BLUE RIDGE INTERNET SERVICES COMPANY, LLC**

This Comprehensive Agreement (the “Agreement”) is made and entered into as of July \_\_, 2020, by and between the Franklin County Broadband Authority, a political subdivision of the Commonwealth of Virginia under the Wireless Service Authorities Act (“Authority” or “Owner”), Blue Ridge Towers, Inc., a Virginia corporation (“BRT” or “Developer”), and Blue Ridge Internet Service Company, LLC, a Delaware limited liability company (“BRISNET”).

**Recitals**

R-1. Virginia’s Public-Private Education Facilities and Infrastructure Act of 2002 (“PPEA”) as set forth in the Code of Virginia §§ 56-575.1, *et seq.*, and the Franklin County Broadband Authority Guidelines to the Public-Private Education Facilities and Infrastructure Act of 2002 (“Guidelines”) provide the Authority the authority and procedure required to enter into an agreement with a private entity to develop or operate certain qualified public infrastructure or government facility projects and provide certain other public services on a public-private partnership basis.

R-2. Under the Wireless Service Authorities Act, Chapter 54.1 of Title 15.2 of the Code of Virginia, 1950, as amended (the “Act”), the Authority has all necessary powers to design, construct, and operate a system of qualifying communications services, defined in Section 56-484.7:1(A) of the Code of Virginia, 1950, as amended. It has power to make and enter contracts with others that it might deem necessary or incidental to the performance of its duties and the exercise of its powers under the Act. Va. Code § 15.2-5431.12.

R-3. On or about April 20, 2019, a private entity, BRT, submitted to the Authority a

conceptual proposal (the “Proposal”) to enter into a public-private partnership with the Authority to provide certain services related to the design, construction, and operation of a project to provide qualifying communications services to the public (the “Project”). A copy of the Proposal, with confidential portions withheld, is attached hereto as **Exhibit A**.

R-4. On \_\_\_\_\_, the Board of Directors of the Authority held a public hearing on the Proposal, at which public comment was heard orally and in writing. The public hearing advertisement is attached hereto as **Exhibit B**. Following analysis and consideration of the Proposal and the comments submitted, Authority staff has recommended to the Board of Directors that it enter into a comprehensive agreement with BRT to design, build, finance, operate, and manage the Project. Authority staff has moved forward with negotiation of a draft comprehensive agreement with BRT.

R-5. In aid of the financing of the Project, BRT and the Authority, in collaboration with the Shenandoah Telecommunications Company (Shentel), applied to the Virginia Telecommunications Initiative (VATI) program of the Virginia Department of Housing and Community Development for grant funding. VATI awarded \$1,792,920.00 in VATI funding for this Project. The Grant Agreement between the Authority and DHCD is attached hereto as **Exhibit C**.

R-6. The Development Agreement, which provides for BRT to provide construction management services for the design and construction of the Project, is attached hereto as **Exhibit D**.

R-7. In order to ensure the long-term operation and maintenance of the Project and the financial viability of the Project, the Parties also enter the Operating Agreement attached hereto as **Exhibit E** and the Marketing and Maintenance Agreement attached hereto as **Exhibit F**.

R-6. In accordance with the PPEA and the Authority's Guidelines, this Comprehensive Agreement shall be posted on the Authority's website, along with the Proposal.

R-7. The Authority hereby determines that the Project as set forth in these Contract Documents serves the public purpose of the PPEA under the criteria of Virginia Code § 56-575.4(C), as amended, and the parties desire to enter into this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises, conditions, and covenants herein set forth, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein by reference. The powers and duties of a "private entity" as set forth in § 56-575.8 of the PPEA and as applicable to the contracted work hereunder are hereby incorporated into this Agreement by reference and imposed upon BRT.

2. Definitions. The following definitions apply to this Agreement:

(a) "BRISNET" means Blue Ridge Internet Service Company, LLC, or its consortium partners, subcontractors, or agents, as the context requires.

(b) "BRT" means Blue Ridge Towers, Inc., or its consortium partners, subcontractors, or agents, as the context requires.

(c) "Development Agreement" means that certain agreement providing for BRT to develop the Project, including, but not limited to, the contracting by it with third parties for the design and construction of the Project, attached hereto as **Exhibit D**.

(d) "Contract Documents" means this Agreement (together with all of its Exhibits) and any written amendments thereto. "Contract Document" means any one of these documents. In the event of any discrepancies between or among any of the Contract Documents, the document entered later shall control over the document entered earlier; if entered

simultaneously, the more specific shall control.

(e) “Marketing and Maintenance Agreement” means that certain agreement providing for BRT to maintain and market the Project and/or parts thereof on an ongoing basis attached hereto as **Exhibit F**.

(f) “Operating Agreement” means that certain agreement providing for BRISNET to operate the wireless internet service provider (“WISP”) portion of the Project after its design and construction, subject to certain terms and conditions, attached hereto as **Exhibit E**.

(g) “VATI Grant” means that certain grant of funds for the Project from the Virginia Telecommunications Initiative of the Virginia Department of Housing and Community Development (DHCD), as memorialized in **Exhibit C**.

3. Parts of Agreement; Intent. The intent of this Agreement is to create a Comprehensive Agreement to serve several functions:

(a) Provide for the general technical specifications and terms and conditions of the design and construction of [REDACTED] new wireless communications structures through a Development Agreement; and

(b) Provide for the financing and performance rubrics required for the VATI Grant; and

(c) Provide for the general technical specifications and terms and conditions of deployment and operation of a wireless communications system on the wireless communications structures through an Operating Agreement.

4. Term. The term of this Agreement shall begin on the date of this Agreement and shall continue until its termination pursuant to Section 6 hereof, any other provision of this Agreement, or any other Contract Document, or by law.

5. Representations and Warranties.

(a) Authority Representations and Warranties. The Authority hereby represents and warrants to BRT as follows:

(i) The Authority is the responsible public entity, as that term is used in the PPEA and the Guidelines, for the Project contemplated by the Contract Documents. As such, the Authority has full power, right, and authority to execute, deliver, and perform its obligations under, in accordance with, and subject to the terms and conditions of this Agreement and the other Contract Documents.

(ii) The Authority has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement and the other Contract Documents, except as specifically set forth in the Contract Documents.

(iii) Each person executing this Agreement or any other Contract Document, or any other agreement, instrument, or document on behalf of the Authority to which the Authority is a party has been or at such time of execution will be duly authorized to execute each such document on behalf of the Authority.

(iv) Neither the execution and delivery by the Authority of this Agreement and the other Contract Documents executed by the Authority concurrently herewith, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under or violation of any other agreements or instruments to which it is a party or by which it is bound.

(v) There is no known action, suit, proceeding, investigation or litigation pending and served on the Authority which challenges the Authority's power to

execute, deliver, or perform, or the validity or enforceability of, this Agreement and the other Contract Documents to which the Authority is a party, or which challenges the authority of the Authority director or official executing this Agreement or the other Contract Documents to which the Authority is a party, and the Authority has disclosed to BRT any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which the Authority is aware.

(b) Private Entity Representations and Warranties (BRISCNET). BRISCNET hereby represents and warrants to the Authority as follows:

(i) BRISCNET is a duly organized limited liability company created under the laws of the State of Delaware. It holds all licenses and certifications necessary to carry out its work as contemplated by this Agreement or the Contract Documents, and it has and will maintain throughout the term of this Agreement the requisite power and all required licenses (or it or its subcontractors will have all required licenses prior to the time activities which require licenses are undertaken) to carry on its present and proposed activities, and has full power, right, and authority to execute, deliver, and perform its obligations under, in accordance with, and subject to the terms and conditions of this Agreement and the other Contract Documents.

(ii) BRISCNET has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement and the other Contract Documents.

(iii) Each person executing this Agreement or any other Contract Document on behalf of BRISCNET to which BRISCNET is a party has been, or at such time of execution will be, duly authorized to execute each such document on behalf of

BRISCNET.

(iv) Neither the execution and delivery by BRISCNET of this Agreement and the other Contract Documents executed by BRISCNET concurrently herewith, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under or violation of any other agreements or instruments to which it is a party or by which it is bound.

(v) There is no action, suit, proceeding, investigation, indictment, or litigation pending or served on BRISCNET which challenges BRISCNET's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement and the other Contract Documents to which BRISCNET is a party, or which challenges the authority of the BRISCNET official executing this Agreement and the other Contract Documents to which BRISCNET is a party, and BRISCNET has disclosed to the Authority any pending and unserved or threatened action, suit, proceeding, investigation, indictment or litigation with respect to such matters of which BRISCNET is aware.

(c) Private Entity Representations and Warranties (BRT). BRT hereby represents and warrants to the Authority as follows:

(i) BRT is a duly organized corporation created under the laws of the Commonwealth of Virginia. It holds all licenses and certifications necessary to carry out its work as contemplated by this Agreement or the Contract Documents, and it has and will maintain throughout the term of this Agreement the requisite power and all required licenses (or it or its subcontractors will have all required licenses prior to the time activities which require licenses are undertaken) to carry on its present and proposed activities, and has full power, right, and authority to execute, deliver, and perform its obligations under,

in accordance with, and subject to the terms and conditions of this Agreement and the other Contract Documents.

(ii) BRT has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement and the other Contract Documents.

(iii) Each person executing this Agreement or any other Contract Document on behalf of BRT to which BRT is a party has been, or at such time of execution will be, duly authorized to execute each such document on behalf of BRT.

(iv) Neither the execution and delivery by BRT of this Agreement and the other Contract Documents executed by BRT concurrently herewith, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under or violation of any other agreements or instruments to which it is a party or by which it is bound.

(v) There is no action, suit, proceeding, investigation, indictment, or litigation pending or served on BRT which challenges BRT's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement and the other Contract Documents to which BRT is a party, or which challenges the authority of the BRT official executing this Agreement and the other Contract Documents to which BRT is a party, and BRT has disclosed to the Authority any pending and unserved or threatened action, suit, proceeding, investigation, indictment or litigation with respect to such matters of which BRT is aware.

6. Termination. This Contract may be terminated, unless otherwise specified more specifically elsewhere in this Agreement, as follows:

(a) If a party to this Agreement defaults or fails or neglects to carry out a material obligation under this Agreement (for purposes of this section, the “Defaulting Party”) and if the other party (for this purposes of this section, the “Non-Defaulting Party”) is not in material breach of this Agreement at the time, the Non-Defaulting party may give written notice to the Defaulting Party that it intends to terminate this Agreement, which notice shall contain a reasonably detailed explanation of the reasons for the proposed termination. The Defaulting Party shall correct the default, failure, or neglect within thirty (30) days after being given such notice; provided, however, if (i) the nature of such default, failure or neglect is such that it is not reasonably capable of being corrected within such thirty (30) day period and (ii) the Defaulting Party notifies the Non-Defaulting Party of a reasonable alternative period reasonably acceptable to the Non-Defaulting Party with fifteen (15) days of receipt of such notice, the Defaulting Party shall be allowed such reasonable alternative period to correct the default, failure, or neglect so long as the Defaulting Party promptly commences and diligently pursues such corrections to completion. If the Defaulting Party fails to make such corrections within the thirty (30) day period or fails to commence and diligently pursue to completion such corrections within the alternative period, then the Non-Defaulting Party may, at its sole discretion and without prejudice to any other remedy, terminate this Agreement.

(b) In the event any Essential Permit (as hereinafter defined) is denied for a tower site, the Authority and BRT agree to work to find an alternate site for such tower or, if no alternate site for such tower is available or practicable, to modify this Agreement in such a manner as will carry out the Parties’ intent. If the denial of any Essential Permit or Permits is such that the Parties agree that the original goal of widespread wireless internet connectivity in Franklin County is unfeasible, then the Agreement may be terminated by either Party, without any further liability

of the Authority to BRT other than the payment of fees in accordance with the Broadband Milestone Tracker up to the point of failure. In the event an essential permit is denied, however, the Parties agree to negotiate in good faith to find a method of achieving the manifest goals of this Agreement. An Essential permit (“Essential Permit”) is any permit required to be obtained from a governmental authority without which the placement and construction of a tower cannot progress. The Authority agrees to use commercially reasonable efforts cooperate with and assist BRT in obtaining Essential Permits.

(c) If not sooner terminated pursuant to the terms of subsections (a) or (b) above, or by mutual agreement, the Agreement (exclusive of warranty and indemnity obligations) shall terminate when all terms and conditions of all the Contract Documents have been satisfied and all such Contract Documents have terminated by their terms.

7. Cooperation; Resolution of Disputes, Claims, and Other Matters. The parties agree to cooperate to achieve the objectives of this Agreement, and to use reasonable and good-faith efforts to resolve all disputes and disagreements that may arise hereunder. Each party agrees to designate representatives with the authority to make decisions binding upon such party (subject in the case of the Authority to those matters requiring an appropriate vote or legal authorization) so as to not unduly delay any obligations under the Contract Documents.

8. Records.

(a) Protected Records. If BRT or BRISNET (both or either, a “Protected Party”) believes that any Work Product or any other document or item subject to transmittal to or review by the Authority under the terms of this Agreement or any other Contract Document contain trade secrets or other information exempt or protected from disclosure pursuant to applicable law, the Protected Party shall use its reasonable efforts to identify such information prior to such

transmittal or review, and the Authority shall confer with the Protected Party on an appropriate means of ensuring compliance with applicable laws prior to transmittal or review.

(b) Requests for Public Disclosure. The parties recognize that the Authority is a political subdivision and public body of the Commonwealth of Virginia, and is subject to the Virginia Freedom of Information Act (FOIA), Chapter 37 of Title 2.2 of the Code of Virginia, 1950, as amended. The Authority recognizes that certain Work Product and other documents or materials of which the Authority obtains a copy may contain trade secrets or other information exempt from disclosure under applicable law, or may include information that is otherwise subject to protection from misappropriation or disclosure. Should any such items become the subject of a request for public disclosure, the Authority shall respond as follows:

(i) The Authority shall use reasonable efforts to immediately notify the Protected Party of such request and the date by which it anticipates responding.

(ii) The Protected Party must then promptly assert in writing to the Authority any claim that such items are protected from disclosure.

(iii) If the Protected Party fails to make such assertion within three (3) business days after the Authority notifies the Protected Party of its intended response, the Authority shall have the right to disclose such Work Product as, but no more than, it and its legal counsel believe, in good faith, it is required to disclose under applicable law.

(iv) If the Protected Party makes a timely assertion that the requested items contain trade secrets or other information exempt from disclosure or otherwise protected under applicable law, the Authority and the Protected Party may seek judicial declaration of the rights of the parties. Until such declaration is made, the Authority will maintain the confidentiality of such items.

(v) If the Authority's denial of a request for disclosure of items is challenged in court, the Protected Party shall assist the Authority in its defense. If the disclosure is denied at the request of the Protected Party and the court holds that such documents must be disclosed under FOIA, the Protected Party shall indemnify the Authority against any award of attorney's fees or fines ordered by the court.

9. Conditions Precedent to Agreement's Effectiveness. It shall be a condition precedent to this Agreement's effectiveness that:

(a) the Authority, BRT, and BRISNET, as applicable, enter into this Comprehensive Agreement and the Contract Documents, following proper approval and under signatures of both parties with actual authority, and following all legally necessary actions of their boards, commissions, or other governing bodies; and

(b) BRT has certified that all material representations, information, and data provided by BRT to the Authority in support of, or in connection with, the Proposal are true and correct in all material respects; that such certification has been made by an officer of BRT who has knowledge of the information provided in the Proposal; and that the executed certification has been delivered to the Authority; and

(c) Subject to Section 6(b), BRT and BRISNET, as applicable, shall have responsibility, at its cost, for obtaining any necessary permits from the Federal Communications Commission (FCC), the Virginia Department of Transportation (VDOT), Franklin County, Virginia, or any other governmental authority.

10. Copy of Agreement to Auditor of Public Accounts. The Authority shall submit a copy of this Agreement to the Auditor of Public Accounts of the Commonwealth of Virginia within thirty (30) days of its effective date.

11. Miscellaneous.

(a) Successors and Assigns. Except as expressly otherwise provided, all of the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Binding Effect. Subject to the limitations of subsection (a) above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns, and wherever a reference in this Agreement is made to any of the parties hereto, such reference also shall be deemed to include, wherever applicable, a reference to the legal representatives, successors and assigns of such party, as if in every case so expressed.

(c) Relationship of Parties. The relationship of both BRT and BRISNET to the Authority shall be one of an independent contractor, not an agent, partner, joint venturer, or employee, and the Authority shall have no rights to direct or control the activities of BRT and BRISNET in its performance under this Agreement except as specifically set forth herein or in the Contract Documents.

(d) Third-Party Beneficiaries. Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits, or remedies upon, or creating any obligations of the parties hereto toward, any person or entity not a party to this Agreement, excepting those consortium partners of BRT and BRISNET who or that have been disclosed to the Authority.

(e) Waiver. No waiver by any party of any right or remedy under this Agreement or the other Contract Documents shall be deemed to be a waiver of any other or subsequent right or remedy under this Agreement or the other Contract Documents. The consent by one party to any act by the other party requiring such consent shall not be deemed to render

unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged.

(f) Severability. If any term or provision of this Agreement shall be determined to be invalid or unenforceable in any respect, such invalid provision shall be replaced with a substantially similar provision to the greatest extent possible, and the Agreement shall remain in full force and effect.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of which such counterparts together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for the other counterpart.

(h) Entire Agreement. This Agreement, the other Contract Documents, and the exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions, and understandings between BRT, BRISNET, and the Authority concerning the Project, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change, or addition to this Agreement shall be binding upon either party unless reduced to writing and signed by each party.

(i) Litigation Cooperation. In the event the Authority is made party to any judicial, administrative, or regulatory proceeding arising out of this Agreement or any of the actions contemplated herein, BRT and BRISNET agree to provide, at no cost to the Authority, any necessary documentation, lay witnesses, consultation, and other non-monetary assistance as may be necessary or desirable, in the Authority's discretion, to successfully conclude such

proceeding.

(j) Headings. The section and paragraph headings appearing in this Agreement are for convenience of reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.

(k) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Venue and jurisdiction for any action arising out of this agreement shall be in the General District Court or Circuit Court for Franklin County, Virginia.

IN WITNESS WHEREOF, the parties have executed this Comprehensive Agreement as of the day and year first above written.

Franklin County Broadband Authority:

\_\_\_\_\_  
Leland Mitchell, Chairman

Blue Ridge Tower, Inc.:

\_\_\_\_\_  
Name: \_\_\_\_\_

Blue Ridge Internet Service Company, LLC:

\_\_\_\_\_  
Name: \_\_\_\_\_

LEGAL NOTICE  
NOTICE OF PUBLIC HEARING  
BY THE  
FRANKLIN COUNTY BROADBAND AUTHORITY

Pursuant to the provisions of Section 56-575.17 of the Code of Virginia of 1950, as amended, the Franklin County Broadband Authority will hold a public hearing on June 16, 2020, beginning at 6:00 P. M. in the Board of Supervisors meeting room located in the Franklin County Government Center at 1255 Franklin Street, Rocky Mount, VA, 24151. The purpose of this hearing is to obtain public comment on PPEA conceptual proposals and proposed comprehensive agreements for a system to provide fixed wireless broadband services and fiber extensions.

The Franklin County Broadband Authority advertised for and received solicited conceptual proposals from Blue Ridge Tower, Inc. (BRT), and Shenandoah Telecommunications Company (Shentel), to enter into a public-private partnerships to provide fixed wireless broadband services and fiber/cable services, respectively, under the provisions of the Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA), Virginia Code §§ 56-575.1 et seq. The PPEA is an alternative procurement method by which the Authority may solicit proposals or accept unsolicited proposals for creative and innovative public-private partnerships for solutions to issues of public infrastructure, planning, and provision of services.

This BRT proposal calls for BRT to construct eight new towers throughout the county ranging from 80-195 feet in height, six to be owned by the Authority, as well as connecting fiber optic cable. In addition, the proposal calls for utilizing four existing towers. The Shentel proposal calls for extending approximately 7.5 miles of new fiber to the home in the Union Hall area of the county. The estimated cost of design, engineering, and construction for the entire project is approximately \$4.6 million, with contingencies for unfavorable subsurface conditions. BRT would then locate fixed wireless communications equipment on the new towers, as well as on the existing facilities in the County. Deployment is expected within 18 months. In return, it would provide wireless broadband internet to the general public on a nondiscriminatory basis. This project represents Phase 1 of a multi-year and multi-phase approach to broadband deployment in Franklin County. The agreement also calls for a mechanism for resolving customer complaints, ensuring quality service, and regular replacement of facilities. Finally, BRT will provide management services to assist in finding and managing other persons who may wish to collocate their wireless facilities on the towers, thereby ensuring a long-term income stream for the Authority to partially offset construction costs. \$2.3 million dollars of funding from the VA Telecommunications Initiative is proposed to leverage the private provider funding for this project.

Copies of the proposal and draft comprehensive agreement are available for review on the county website located at <https://www.franklincountyva.gov/546/Broadband-Authority> and are on file in the Franklin County Planning Office between the hours of 8:00 A. M. and 4:30 P. M. Monday through Friday, for public viewing.

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Secretary to the Broadband Authority

***VATI GRANT AGREEMENT  
INTENTIONALLY LEFT BLANK  
STILL UNDER NEGOTIATION WITH THE VIRGINIA DEPARTMENT OF  
HOUSING AND COMMUNITY DEVELOPMENT***

**EXHIBIT E**

**DEVELOPMENT AGREEMENT**

This **DEVELOPMENT AGREEMENT** (this “**Agreement**”) is made as of the \_\_\_ day of \_\_\_\_\_, 2020 (the “**Effective Date**”) by and between the Franklin County Broadband Authority, a political subdivision of the Commonwealth of Virginia under the Wireless Service Authorities Act (“**Authority**” or “**Owner**”) and Blue Ridge Towers, Inc. (together with its successors and assigns, “**BRT**” or “**Developer**”). Owner and Developer are each hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS:**

- A. The Franklin County Broadband Authority, a political subdivision of the Commonwealth of Virginia under the Wireless Service Authorities Act, pursuant to the PPEA and the Authority Guidelines, is seeking to provide broadband wireless internet service access (“**WIS Access**”) to unserved and underserved areas of Franklin County. The Authority and Developer are simultaneously entering a Comprehensive Agreement under the PPEA and Guidelines to provide that WIS Access. The Authority intends to use existing Franklin County property to provide sites for the placement of towers to house telecommunications equipment, including wireless internet service to be provided through a separate arrangement under the Comprehensive Agreement, on the twelve (12) separate project sites as shown on the area map attached as **Exhibit 1** (collectively, the “**Project Sites**”).
- B. Pursuant to this Agreement, BRT will act as the developer for the design and construction (“**Developer Services**”) of six (6) new Wireless Towers, one (1) existing Wireless Tower, and four (4) co-locations on the Project Sites, and installation of Fiber and Microwaves (the “**Project**”).
- C. The development and construction of the Project is being financed in part, by the Authority using its own and funds from the Department of Housing and Community Development Virginia Telecommunications Initiative (VATI) funds (the “**County Funds**”).

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements in this Agreement, the adequacy and sufficiency of which are mutually acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

<p><b>ARTICLE I</b> <b>DEFINITIONS AND RECITALS</b></p>
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Defined terms not specifically defined in the body of this Agreement have the meanings ascribed to such terms in **Exhibit 2** attached hereto and made a part hereof.

The Recitals listed above and in the Comprehensive Agreement are incorporated herein and made a part of this Agreement.

**ARTICLE II**  
**PROJECT OVERVIEW AND ROLE OF DEVELOPER**

**2.1 Status of Pre-Construction Items.** Prior to the Effective Date:

(a) **Plans.** The Developer shall prepare or cause to be prepared, for the review and approval of the Owner, any plans and specifications for the construction of the Project, which shall generally conform to the *Turn Key Broadband Proposal* attached to the Comprehensive Agreement as **Exhibit D** (the “Final Proposal”), which is incorporated herein by reference. If there are any inconsistencies or conflicts between the Final Proposal and this Agreement, the terms of this Agreement shall control.

(b) **Project Budget.** Developer has prepared, and Owner has reviewed and approved, the Financial Milestone Tracker, a summary form of which is set forth on **Exhibit 3** attached hereto (the “Financial Milestone Tracker” or the “Project Budget”). Upon execution of the Agreement, and before the first Application for Payment, Developer will submit the detailed Milestone Tracker spreadsheet to Owner for use as noted below. The Milestone Tracker is a spreadsheet that identifies each financial milestone activity for the Project (“Financial Milestone”) and identifies a value associated with that Financial Milestone that provides the basis for the Authority’s progress payments to the Developer for a portion of the Developer’s Services. The Project Definitions and Key, attached as **Exhibit 5**, identifies the Financial Milestone task, event, or circumstance, the occurrence or completion of which allows Developer to bill and be paid for that Financial Milestone.

(c) **Project Schedule.** Developer has prepared, and Owner has reviewed and approved, the schedule for the development of the Project in the form of the Schedule Milestone Tracker spreadsheet, a summary form of which is set forth on **Exhibit 4** (the “Project Schedule”). Upon execution of the Agreement, and before commencing work under the Agreement, BRT will submit the detailed Schedule Milestone Tracker spreadsheet to Owner for use as provided in the Agreement.

(d) **Permits.** Developer shall be responsible to obtain, or cause others to obtain, any required Permits and will endeavor to obtain the Permits, approvals, and other entitlements that are required under Applicable Laws for the development or construction of the Project (collectively, the “Permits”). Owner agrees to cooperate with and assist Developer in requesting and obtaining any and all required Permits, approvals, services, zoning, ownership interest, and leases from an entity or agency of Franklin County, Virginia and any public or private third-party entity, including, but not limited to, land owners or lessees and water, gas, sewer, electric, or other utility entities.

**2.2 Engagement of Developer.** Owner hereby engages Developer to perform, or cause others to perform, the development services set forth in this Agreement, including, without limitation, the services described on **Exhibit 6** attached hereto and made a part hereof (collectively, the “Services” or the “Work”), subject to and in accordance with the terms and provisions of this Agreement. These Services include the design and construction, under a separate contract or contracts with licensed subcontractors and design professionals, of the six (6) new Wireless Towers, one (1) existing Wireless Tower, four (4) co-locations, and the installation of the Fiber and

Microwaves described in this Agreement.

Developer hereby accepts its engagement by Owner, and agrees to perform the Services for the benefit of and on behalf of Owner, subject to and in accordance with the terms and provisions of this Agreement. Developer agrees to diligently perform its duties, obligations, and Services in a competent manner in accordance with the standards of an experienced and qualified developer, with a scope and quality not less than those generally performed by developers of properties similar in type and quality to the Project and located in the same market area as the Project.

In exchange for the Services, Owner agrees to pay Developer the total of the costs identified on the Financial Milestone Tracker attached as **Exhibit 3**, which is \$2,079,922.00. Provided, however, that the following costs are not completely accounted for in the Project Budget but will be billed to Owner at Developer's cost plus a markup of 10%: (i) payment and performance bonds for the Construction Agreements; and (ii) electrical utility connection fee.

The current Project Budget includes the agreed price for the construction of the six (6) new Wireless Towers, one (1) existing Wireless Tower, and four (4) co-locations that are described in Final Proposal. The Wireless Towers in the Amended Proposal are Fork Mountain, Henry, Sontag, Snow Creek, Callaway, and Glade Hill \_\_\_\_\_ (“\_\_\_\_\_”) and \_\_\_\_\_ Westlake \_\_\_\_\_, of sufficient capacity to support \_\_\_\_\_, including the WIS equipment being provided under the Comprehensive Agreement. In addition, Developer will provide WIS equipment on existing towers identified as Grassy Hill, Summit View, Scruggs and Tom's Knob.

**2.3 Status of Developer.** In the performance of its duties, obligations, and Services under this Agreement, Developer is, and shall at all times during the term of this Agreement be, an independent contractor, and not an employee of Owner. Developer shall act solely as a representative of Owner in the performance of its duties, obligations, and Services under this Agreement. Nothing contained in this Agreement shall constitute or be deemed or construed to create a common-law partnership or joint venture between Owner and Developer.

**2.4 Nature of Developer's Services and Responsibilities.** Developer's engagement is in the nature of a developer, not as a design firm or a construction contractor. Owner acknowledges that Developer is not a licensed architect, engineer, or contractor and that Developer will be contracting with professionals licensed in the Commonwealth of Virginia to perform such services. Developer shall not be responsible for itself performing any design, engineering, or construction services, and Developer shall not itself have control or charge of, and shall not be responsible for, construction or construction means, methods, techniques, sequences, or procedures. However, the Developer shall be solely responsible for its services and for performing its Services competently and efficiently, devoting such attention thereto and applying or causing to be applied such skills and expertise as may be necessary to perform the Work in accordance with this Agreement; and shall be responsible to the Owner for the performance of the Work by its Vendors, including its contractors and consultants. The Developer shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction where such responsibility is lodged with a Vendor under a Vendor Contract provided the third-party obligation clause required by Section 2.6 is included in such contract. Nevertheless,

the Developer is solely responsible to the Owner to provide a finished, complete turnkey broadband system in accordance with this Agreement.

The Work on the overall Project will be authorized in separate contracts issued by Developer to one or more Contractors for the Project Sites (the "Project Agreement"). Each Project Agreement for construction will: (i) authorize the Contractor to construct particular towers or phases of towers and/or install the associated Fiber and Microwaves, as more particularly described in the Project Agreement; (ii) set the Contract Price for the overall Project Agreement; (iii) set the Milestones dates and compensation for the work authorized in the Project Agreement; and (iv) the penal sum of the performance bond and labor and material payment bond required for the Work authorized by the Project Agreement, such performance bond and labor and material payment bond being in the form of the performance bond and labor and material payment bond attached as Exhibit 8 to this Agreement. Each Project Agreement for suppliers and materialmen, tower erection contractors, and design professionals will set the Contract Price and set the Milestone dates and compensation for the Work authorized in the Project Agreement. Notwithstanding anything to the contrary in this provision,, Project Agreements with suppliers and materialmen, the tower erection contractors, and design professionals will not require those entities to provide a performance bond or a labor and material payment bond.

**2.5 Limitations on Scope of Developer's Authority.** Notwithstanding any provisions of this Agreement to the contrary, Developer shall not undertake any of the following actions as to the Project without the express written approval of Owner, which approval will not be unreasonably withheld: (a) make any change to the Scope or Budget of the Project under this Agreement; (b) grant time extensions, waivers, or modifications to any contractual obligations of any Vendor or subcontractor if the time extensions, waivers, or modifications would: (i) require an extension of the Project Schedule; or (ii) require an increase in the Project Budget; or (c) commence or take legal action against any Vendor to enforce a Vendor Contract.

**2.6 Vendor Contracts.** Developer may negotiate and execute contracts with third party vendors (collectively, "Vendor Contracts") to provide products and services that Developer reasonably deems to be necessary or advisable in connection with the development of the Project, provided that, unless Owner approves otherwise: (a) all Vendor Contracts shall be made in the name of Developer, and not in the name of Owner, and shall not create nor purport to create a contractual relationship between the Owner and the Vendor unless Owner has reviewed and approved the Vendor Contract; and (b) all costs under Vendor Contracts shall be covered by funds available in the Project Budget as set forth in the Financial Milestone Tracker. The Developer shall, as soon as practicable after execution of this Agreement, notify the Owner in writing of the names of the licensed Contractors, Architect/Engineers, and any other contractors or subcontractors proposed for the principal parts of the Work ("Subcontractor List"). The Developer shall not employ any Contractor, design professional, or subcontractor to which the Owner reasonably objects as unsuitable, which objection shall be provided to Developer within fourteen (14) days of Developer providing the Subcontractor List to Owner. Failure of the Authority to reply in writing within the fourteen (14) day period shall constitute notice to Developer that the Authority has no reasonable objection to a proposed person or entity in the Subcontractor List. If the Authority has a reasonable objection to a person or entity proposed by the Developer or listed in the Subcontractor List, Developer shall propose another to whom the Authority has no reasonable objection. If the rejected person or entity would qualify as a responsible bidder or offeror, as that

term is used in the Virginia Public Procurement Act, the Project Budget and Project Schedule shall be increased by the difference, if any, occasioned by such change and an appropriate Change Order shall be issued before commencement of the Work by the substituted person or entity. The Owner shall not direct the Developer to contract with any particular person unless provided in the PPEA Proposal. Any Vendor Contract with a “first tier” general Contractor or design professional shall expressly provide that the Authority is a third-party beneficiary of such contract. If, after submission of the Subcontractor List to Owner, Developer changes any entity on the Subcontractor List, Developer will notify Owner of the change and Owner will have fourteen (14) days in which to notify Developer of Owner’s reasonable objection, if any, to the new entity or entities.

2.6.1 The Vendor Contracts will be issued in separate contracts issued by Developer to one or more Vendors for the Project Sites. Each Vendor Contract for construction will: (i) authorize the Vendor to construct particular towers or phases of towers and/or install the associated Fiber and Microwaves, as more particularly described in the Project Agreement; (ii) set the Contract Price for the Vendor Contract; (iii) set the Milestones dates and compensation for the work authorized in the Vendor Contract; and (iv) the penal sum of the performance bond and labor and material payment bond required for the Work authorized by the Vendor Contract, such performance bond and labor and material payment bond being in the form of the performance bond and labor and material payment bond attached as Exhibit 8 to this Agreement. Each Vendor Contract for suppliers and materialmen, tower erection contractors, and design professionals will set the Contract Price and set the Milestone dates and compensation for the Work authorized in the Vendor Contract. Notwithstanding anything to the contrary in this Agreement, Vendor Contracts with suppliers and materialmen, the tower erection contractors, and design professionals will not require those entities to provide a performance bond or a labor and material payment bond.

2.7 **Mutual Cooperation.** In performing their respective responsibilities hereunder, Owner and Developer shall each act diligently and in good faith and shall reasonably cooperate with one another in all matters relating to development and construction of the Project. Owner shall act expeditiously in responding to requests by Developer for approval and execution of any agreement or other document pertaining to the Project. Owner agrees to cooperate with and assist Developer in requesting and obtaining any and all required Permits, approvals, services, zoning, ownership interest, and leases from an entity or agency of Franklin County, Virginia and any public or private third-party entity, including, but not limited to, land owners or lessees and water, gas, sewer, electric, or other utility entities.

2.8 **Communications Between Parties.** Owner will rely on Developer to direct and control the Project on a day-to-day basis.

<b>ARTICLE III PROJECT CHANGES</b>
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3.1 **Change Orders - Generally.** Developer shall review all proposals for Changes or

Extras or Claims submitted by any Vendor, by the Owner, or by the Developer (“**Change Order Proposals**”), obtain pricing for such proposals from the relevant Vendor, submit recommendations to the Owner, negotiate the proposals related thereto with the Owner, and, if they are accepted by all parties whose approval is required, prepare and execute appropriate written Change Orders. Each Change Order to this Agreement will reflect the change, if any, to the Project Schedule and the Project Budget for this Agreement.

3.2 **Owner Change Directives.** Owner shall have the right to direct and require Developer to implement any Change Orders, subject only to the requirements contained in the Development Agreement and the Vendor Contracts (“**Owner Change Directives**”). Any additional Project Costs arising from the implementation of Owner Change Directives shall constitute Excusable Costs, and any delays caused by the implementation of Owner Change Directives shall constitute Excusable Delays.

3.3 **Claims.** Below are the procedures for claims and disputes under the Agreement.

Developer Claims - Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after Final Payment; however, written notice of the Developer’s intention to file such claim must be given within thirty (30) days of the time Developer knew of the conditions, circumstances, events, or other factors giving rise to the Developer Claim. Notwithstanding anything to the contrary, failure by Developer to timely provide notice to Owner of Developer’s claim or intention to file a claim will not waive or preclude Developer’s claim, or be the basis for denying Developer’s claim, unless Owner demonstrates that it was actually prejudiced by Developer’s late delivery of its claim or intention to file a claim. Pendency of a claim shall not delay payment of amounts not in dispute. Such notice shall state that it is a “notice of intent to file a claim” and include a written statement describing the act or omission of the Owner or its agents that allegedly caused or may cause damage to the Developer and the nature of the claimed damage. Oral notice or the Owner’s actual knowledge shall not be sufficient to satisfy the requirements of this Section. The Developer is not prevented from submitting claims during the pendency of the Work, and the Owner shall not be obligated to render a final written decision on any claim until after Final Payment. All claims shall state that they are “claims” pursuant to this Section, be submitted along with all practically available supporting evidence and documentation and the certification required by this Agreement, and request a final decision. Certificates for payment, applications for payment, vouchers, invoices and similar requests for payment submitted for work done by the Developer in accordance with the expected contract performance are routine submissions and shall not be considered claims under this Section. Proposed or requested change orders, demands for money compensation or other relief, and correspondence and emails to the Owner or its representatives, which do not strictly comply with the requirements of this Section, shall not be considered claims under this Section.

No written decision denying a claim or addressing issues related to the claim shall be considered a denial pursuant to this Section unless the written decision makes express reference to this Section and is signed by the Owner or his designee. The Developer may not institute legal action prior to receipt of the Owner’s final written decision on the claim unless the Owner fails to render such a decision within ninety (90) days of submission of the claim, at which time the claim shall be deemed denied. The decision of the Owner on the Claim shall be final and conclusive unless the Developer within six (6) months of the date of the final decision on a claim, initiates

legal action as provided in § 2.2-4364 of the Code of Virginia. Failure of the Owner to render a decision within 90 days shall not result in the Developer being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the Owner's failure to render a decision within 90 days shall be the Developer's right to immediately institute legal action. No administrative appeals procedure pursuant to § 2.2-4365 of the Code of Virginia has been established for contractual claims under this Agreement.

In the event that a dispute, claim, or controversy between the Owner and the Developer arises regarding the requirements of the Agreement, the performance of the Services hereunder, payment due the Developer, the terms of any Change Order, or otherwise, the Developer shall not stop, suspend, or delay the Work or any part of the Work to be performed under the Agreement, or under any Change Order, or as ordered by the Owner. The Developer shall continue to diligently prosecute the Work to completion, including work required in any Change Order or as directed by the Owner. Pendency of a claim shall not delay payment of amounts not in dispute.

<b>ARTICLE IV</b> <b>PUBLIC PROCUREMENT ACT REQUIRED PROVISIONS</b>
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4.1 **Discrimination.** Section 2.2-4311 of the Code of Virginia, 1950, as amended, is applicable to this Agreement. During the term of this Agreement, the Developer agrees as follows with respect to the Work:

(a) The Developer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Developer. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The Developer, in all solicitations or advertisements for employees placed by or on behalf of the Developer, will state that the Developer is an equal opportunity employer.

(c) Notices, advertised, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient compliance for the purposes of meeting the requirements of this Section.

(d) The Developer shall include the provisions of the foregoing paragraphs a, b, and c in every Vendor Contractor or other subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each such subcontractor or vendor.

(e) The Virginians with Disabilities Act and the federal Americans with Disabilities Act apply to the Developer and all Vendors and subcontractors.

4.2 **Alcohol & Other Drugs.** Section 2.2-4312 of the Code of Virginia, 1950, as

amended, is applicable to this Agreement. During the term of this Agreement, the Developer agrees as follows with respect to the Work:

(a) During the performance of the Work under this Agreement, the Developer agrees to: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Developer's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Developer that the Developer maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Vendor Contract, subcontract, or purchase order of over \$10,000, so that the provisions will be binding upon each vendor or subcontractor. For the purposes of this Section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, or use of any controlled substance or marijuana during the performance of this Agreement.

(b) The Developer shall also establish, maintain, and enforce policies which prohibit the following acts by all personnel at any Site: (1) the manufacture, distribution, dispensation, possession, or use of alcohol, marijuana, or other drugs, except possession and medically prescribed use of prescription drugs; and (2) impairment of judgment or physical abilities due to the use of alcohol, marijuana, or other drugs, including impairment from prescription drugs.

4.3 **Prompt Payment Act.** Section 2.2-4354 of the Code of Virginia, 1950, as amended, is applicable to this Agreement. During the term of this Agreement, the Developer agrees as follows with respect to the Work:

(a) Within seven (7) days after receipt of amounts paid to the Developer by the Owner for Work performed by any Vendor, subcontractor, or supplier under this Agreement,

1. Pay such Vendor, subcontractor, or supplier for the proportionate share of the total payment received from the Owner attributable to the Work performed by the Vendor or subcontractor or the materials furnished by such Vendor or supplier under this Agreement; or
2. Notify the Vendor, subcontractor, or supplier, in writing of its intention to withhold all or part of the payment, with the reason for such nonpayment, and simultaneously provide a copy of such notice to the Owner.

(b) Pay interest to such Vendor, subcontractor, or supplier on all amounts owed by the Developer that remain unpaid after seven (7) days following receipt by the Developer of payment from the Owner for Work performed at a rate of one (1) per cent per month, except for amounts withheld under subsection (a)2 of this Section.

(c) Include in every subcontract a provision requiring each subcontractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower tier subcontractor. Each subcontractor shall include with its invoice to, or required for payment from, the Developer, a certification that that subcontractor has paid each of its suppliers and lower tier subcontractors their proportionate share of previous payments received from the Developer attributable to the Work performed or the materials furnished by it under this Agreement.

The Developer's obligation to pay interest to a Vendor, subcontractor, or supplier pursuant to this Section is not an obligation of the Owner. A modification to this Agreement or to any payment provision will not be made for the purpose of providing reimbursement for such interest charge. The Developer's cost reimbursement claims must not include any amount for reimbursement of such interest charge.

**4.4 Registration to do Business.** This Agreement is subject to Section 2.2-4311.2 of the Code of Virginia, 1950, as amended. The Developer shall be at all times authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, 1950, as amended, or other provision. If the Developer allows its corporate existence or certificate of authority or registration to transact business in the Commonwealth to lapse, expire, or be cancelled or revoked, the Owner may void this Agreement without further liability to the Developer.

## ARTICLE V

### CONSTRUCTION OF PROJECT AND PROJECT SCHEDULE

**5.1 Commencement of Construction.** Following the Effective Date, and the receipt of all necessary Permits, Developer shall commence construction of the Project, and thereafter to diligently prosecute same to Final Completion, all in accordance with the Project Schedule, the Plans, the Project Budget, and the terms and conditions of this Agreement. The Owner will issue a direction hereinafter called the "Notice to Proceed" for the Construction Phase upon notice from Developer of the receipt of all necessary Permits.

(a) **Control of Project Sites.** The Owner shall be responsible for obtaining ownership or control of Project Sites. It is understood that the Owner controls, or believes it is able to obtain control of, all Project Sites. Upon receipt of surveys from the Developer in accordance with the Milestone Tracker, the Owner shall prepare and record any necessary legal documents, at its expense. Any delays by Owner in obtaining ownership or control of Project Sites or in preparing and recording any necessary legal documents will be considered an Excusable Condition and Excusable Delay, entitling Developer to an adjustment of the Project Schedule and, to the extent that Developer incurs costs related to such delay, the Project Budget.

(b) **Access to Sites.** The Owner shall provide Developer and its agents, employees, Vendors, design consultants, and Contractors (collectively, for the purposes of this subsection, "Developer") free, unfettered, and unrestricted access at all times to all

Project Sites through and over its properties so that Developer can fulfill its obligations under this Agreement. The Owner also agrees to provide a written license to Developer, irrevocable for the term of this Agreement, from any other property owners through whose properties the Project Sites must be accessed, that will allow company free, unfettered, and unrestricted access to all Project Sites at all times. The failure of the Owner to provide such access shall be grounds for a Change Order and modification to the Project Budget and Project Schedule, but shall not be deemed to relieve the Owner or the Developer of any of their obligations in this Agreement except as provided herein and in Section 5.2. In the event the Developer notifies the Owner promptly that available access to the Project Sites is not sufficient to comply with industry standard construction practices, the Owner shall take reasonable steps to acquire access sufficient to meet such need, and provide for a Change Order and modification to the Project Budget and Project Schedule to provide for any delay in acquiring such access. If access cannot be acquired, such Site shall be considered under Section 5.2.c.

5.2 **Completion Deadlines.** Under the Vendor Contracts , the Contractor performing construction work is obligated to commence construction upon the receipt of all necessary Permits and to thereafter diligently prosecute same to Final Completion, all in accordance with the Project Schedule, the Plans and the Project Budget. The current estimated substantial completion date for the Wireless Towers, Fiber, and Microwaves in the Project Schedule is between \_\_\_\_\_, and \_\_\_\_\_, which is the “On Air Milestone 19” in the Project Schedule for the Wireless Towers, Fiber, and Microwaves (the “**Substantial Completion Deadlines**”), and the current estimated Final Completion Deadline for all of the Wireless Towers, Fiber, and Microwaves is \_\_\_\_\_ (the “**Final Completion Deadline**”), subject to extension for Excusable Conditions and Excusable Delays under this Agreement. In the event that Excusable Conditions create an increase in the Project Budget or an extension of the Project Schedule, Developer will submit an estimate of the impact of the Excusable Conditions on the Project Schedule and/or Project Budget, which the Parties will agree upon in a Change Order.

(a) **Tower Milestone Deadlines** Each of the six (6) new Wireless Towers, one (1) existing Wireless Tower, and four (4) co-locations has individual milestone deadlines in the Project Schedule (“**Tower Milestone Deadlines**”). To the extent that the Tower Milestone Deadlines are not met for any of the Wireless Towers due to Excusable Conditions, then the Tower Milestone Deadlines for that Tower will be extended by the duration of the Excusable Delay caused by the Excusable Condition. If the final “On Air Milestone Deadline” for any of the Wireless Towers is not met due to Excusable Conditions, including delays in the installation of the Fiber and Microwaves, then the Substantial Completion Milestone for that Tower will be extended by the duration of the Excusable Delay caused by the Excusable Condition.

(b) **Tower Project Sites More Expensive.** If planned construction of the Wireless Towers at any one or more of the Project Sites, or the installation of the Fiber or Microwaves will be more expensive or take longer than planned in the Project Budget and Project Schedule due to: (i) restrictions placed on the construction by any local, state, or federal government or agency or other Authority Having Jurisdiction (AHJ); (ii) geotechnical investigations or other consultant investigations that indicate the excavation or foundation will be more expensive to design and/or construct, Developer will provide

the Owner with estimates of the additional costs and time involved, if any, of complying with the restricted approvals or using the alternate construction methods. The Parties will adjust the Project Schedule and Project Budget to reflect the additional costs and time for any alternate or restricted construction at the Project Site(s).

(c) **Tower Project Sites Not Feasible.** If planned construction of the Wireless Towers at any one or more of the Project Sites, or the installation of the Fiber or Microwaves is not feasible due to Excusable Conditions, including, but not limited to, denial of any Permits or any other approvals required by Applicable Laws, or the results of geotechnical investigations that render the Project Site(s) unsuitable for construction of the Wireless Towers, or the installation of the Fiber or Microwaves, or the failure of Owner to obtain ownership or control of Project Sites (including, but not limited to, any leases or easements required for the Project Sites), the Parties will cooperate in identifying alternate Project Site(s) for the placement of the Wireless Towers. Developer will provide the Owner with estimates of the additional costs and time involved, if any, of using the alternate Project Sites. The Parties will adjust the Project Schedule and Project Budget to reflect the additional costs and time for any alternate Project Site(s) by Change Order to this Agreement.

## ARTICLE VI PAYMENT OF PROJECT COSTS

6.1 **Generally.** Owner shall be responsible for paying all Project Costs within the Project Budget as set forth in the Financial Milestone Tracker, but excluding Developer Cost Overruns. Developer shall be responsible for paying all Developer Cost Overruns. To the extent that they are caused by the Owner, and to the extent that Developer's entitlement to same is established under this Agreement and any claim and dispute resolution procedures, Owner shall be responsible for any Excusable Costs. Developer shall use commercially reasonable efforts to actively manage the Project Budget set forth in the Financial Milestone Tracker so as to mitigate and limit any Excusable Costs and Developer Cost Overruns.

6.2 **Disbursement Requests.** Owner shall secure sufficient funds to pay all Project Costs within the Project Budget, including any authorized adjustments to the Project Budget, subject to the provisions of Section 14. Owner shall be responsible for reviewing all Requests for Payment by Developer and requisitions for payment of Project Costs. Each of Developer's Requests for Payment is subject to review and approval by Owner. Owner shall review and approve or disapprove all such payment requests within 14 days after submission. Failure to do so shall be deemed an Excusable Condition and, accordingly, any delays resulting therefrom shall be considered Excusable Delays and any costs resulting therefrom shall be considered Excusable Costs. Owner will pay the approved amounts not later than 21 days after the Request for Payment is submitted to Owner. Provided, however, that for the following Financial Milestones, Developer's Request for Payment and/or Owner's payment will be made within the time frames or upon the occurrence of the events noted below: (i) Financial Milestones 11, 13, 15, and 19 [Fiber, Microwaves, Routers and Towers] – These commencement Financial Milestones will be billed in a Request for Payment and will be paid by Owner in the time frame above from submission of the Request for Payment; and (ii) Financial Milestone 21 – Tower Delivery – This Financial Milestone

will be included in a Request for Payment, separate from the monthly Request, at the time of delivery of the Wireless Towers, and Owner will pay the Financial Milestone amount within fifteen (15) days of Developer's submission of the Request for Payment.

(a) Requests for Payment – Developer will submit by the 5<sup>th</sup> or 25<sup>th</sup> of each month, and no more than twice per month, Requests for Payment based upon the milestones identified in the Financial Milestone Tracker that were achieved by Developer during the period since Developer's last submitted Request for Payment ("Request for Payment"). The Request for Payment will be uploaded to the Share File Site, which will constitute delivery of the Request for Payment to Owner. An email from Anthony Smith with read receipt requested shall simultaneously be sent to \_\_\_\_\_@\_\_\_\_\_. Owner agrees to pay the Developer, in the time and manner outlined above, in accordance with the Request for Payment for the requested milestones achieved by Developer during the month covered by the Request for Payment.

(b) For purposes of defining the requirements to be met for the Financial Milestones and to trigger Developer's ability to submit a Request for Payment and be paid for achievement of the Financial Milestone, the Project Definitions and Key spreadsheet, attached as Exhibit 5, defines the task, event, or circumstance, the occurrence or completion of which will permit Developer to be paid for the Financial Milestone.

(c) In the event that Developer and Owner disagree on whether or not the progress of the Work is sufficiently complete such that the applicable milestone has been achieved by Developer and payment is due from Owner to Developer on the applicable milestone, the Parties agree that the Third-Party Inspector will inspect the Work and issue a written opinion determining: (i) whether the Work is sufficiently complete such that the applicable milestone has been achieved by Developer; and (ii) if the Work is not sufficiently complete so as to achieve the applicable milestone, what is required by Developer for it to achieve the applicable milestone. The written opinion of the Third-Party Inspector shall be final and binding upon the parties.

In the event the Third-Party Inspector determines that the Work is not sufficiently complete so as to achieve the applicable milestone, Developer will complete all of the work described in the Third-Party Inspector's written opinion so as to achieve the applicable milestone. If, after Developer believes it has completed all the Work described in the Third-Party Inspector's written opinion for achievement of the applicable milestone, Owner and Developer continue to disagree on whether the Work is sufficiently complete such that Developer has achieved the applicable milestone, then the Third-Party Inspector will again review the Work and issue another written opinion as described above. Developer will continue to complete any Work described in the Third- Party Inspector's written opinion(s) and the Third-Party Inspector will continue to inspect the Work and issue written opinion(s) as described above until either (i) the Parties agree the Work is sufficiently complete such that Developer has achieved the applicable milestone and payment is due by Owner for the completion of the applicable milestone, or (ii) the Third-Party Inspector's written opinion states that the Third-Party Inspector believes the Work is sufficiently complete such that Developer has achieved the applicable milestone and payment is due by Owner for the

completion of the applicable milestone.

6.3 **Changes to Project Budget.** Developer shall exert commercially reasonable efforts to manage the Project Costs pursuant to the Project Budget. Developer shall have the right, upon notice to but without the consent of Owner, to allocate any Cost Savings from one line item to other line items, so long as (a) the aggregate amount of Project Costs does not increase as a result thereof, (b) the overall function or quality of the Project is not impaired, and (c) such re-allocation is not made in connection with a Change Order that requires Owner's approval hereunder. Developer will also adjust the Project Budget in accordance with any Change Order that is permitted under this Agreement. In the event that, notwithstanding the foregoing authority to make changes to the Project Budget, Developer reasonably determines that changes to the Project Budget that are outside of Developer's scope of authority herein will be necessary to complete the Project, Developer shall promptly prepare proposed revisions to the Project Budget and submit the same to Owner for its written approval. Upon Owner's approval thereof, the revised budget shall be the Project Budget for all purposes hereunder.

6.4 **Cost Overruns and Developer Contingency.** This Agreement contains a guaranteed maximum price (GMP) for the design and construction of the Project, and the Developer has agreed to bear certain risks related to cost overruns with respect to the Project ("**Contractor Cost Overruns**") as set out in this Agreement. Developer shall be responsible for paying costs in excess of the Project Budget that are caused by Developer's negligent acts or omissions ("**Developer Cost Overruns**"). The Owner will be responsible to adjust the Project Budget to pay for costs in excess of the Project Budget that are the responsibility of the Owner ("**Excusable Costs**").

**Hazardous Materials.** Developer shall refrain from utilizing, producing, generating, handling, storing, or releasing hazardous materials, or authorizing or permitting another to do so, excluding Existing Conditions and any hazardous materials of a type, nature, and quantity that is consistent with Applicable Laws and the scope of work being performed. In the event of the discovery or release of hazardous materials arising out of or resulting from the development of the Project, the Developer shall perform the following actions: (a) immediately communicate the occurrence or discovery of the release to the Owner; (b) cease and discontinue development activities in areas affected by the hazardous materials as required under Applicable Laws or to prevent further damage caused by the release; (c) make any report of such discovery or release as required under Applicable Laws, after conferring with the Owner; (d) provide information and documents reasonably requested by the Owner regarding the discovery of the release; and (e) if the hazardous material was brought onto or generated at the Project Sites by the Developer or Contractor and was released as a result of the failure of the Developer or Contractor to use methods and techniques compliant with Applicable Laws ("**Developer Releases**"), Developer and/or Contractor will: (i) take all reasonable steps necessary to stop and contain the Developer Release; (ii) if authorized by the Owner, proceed with the clean-up of the Developer Release as required by the applicable governmental authority; and (iii) indemnify, protect, reimburse, hold harmless and defend the Owner from and against any and all Losses arising out of, resulting from, in connection with or relating to the Developer Release of hazardous materials. The Parties shall coordinate in the disposal of any such hazardous material. For the avoidance of doubt, Developer is not assuming legal responsibility, and shall not be liable for, the existence or release of pre-existing hazardous materials except to the extent expressly provided above with respect to Developer Releases. For

pre-existing hazardous materials and releases other than Developer Releases, the Owner assumes the same obligations to Developer as Developer assumes toward Owner in the event of a Developer Release above.

**ARTICLE VII**  
**DEFAULT AND REMEDIES**

7.1 **Default.** A Party shall be in default under this Agreement if:

(a) such Party fails to pay any sum of money due by such Party to the other Party within ten (10) days after receipt of written notice from the other Party that such sum is overdue;

(b) such Party fails to perform any of its other duties and obligations under this Agreement (excluding delays in completing the Project, the consequences of which are addressed above) and does not cure such failure within thirty (30) days after receipt of written notice from the other Party with respect thereto; provided, however, if such failure shall require a period longer than thirty (30) days to cure, then the thirty (30) day period shall be extended for such additional period of time as is reasonably necessary to cure so long as such Party commences such cure within the thirty (30) day period and thereafter diligently and in good faith proceeds to cure;

(c) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of Developer;

(d) Developer shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency, or other laws respecting debtor's rights; or

(e) an order for relief or other judgment or decree by any court of competent jurisdiction is entered against Developer in any involuntary proceeding against such Developer under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against Developer and shall continue for a period of ninety (90) days after commencement without dismissal.

(f) Owner fails or refuses to cooperate with Developer in obtaining any and all required Permits, approvals, services, zoning, ownership interest, and leases from an entity or agency of Franklin County, Virginia and any public or private third-party entity and Owner does not cure such failure within thirty (30) days after receipt of written notice from Developer; provided, however, if such failure shall require a period longer than thirty (30) days to cure, then the thirty (30) day period shall be extended for such additional period of time as is reasonably necessary to cure so long as Owner commences such cure within the thirty (30) day period and thereafter diligently and in good faith proceeds to cure.

7.2 **Remedies.** Upon the occurrence of a default by any Party under this Agreement, the other Party may pursue any and all remedies available hereunder, at law or in equity, including,

without limitation, one or more of the following remedies, separately, concurrently or in any combination, without further notice or demand:

(a) the non-defaulting Party may terminate this Agreement by giving the defaulting Party written notice of such termination, in which event this Agreement shall be terminated at the time designated by the non-defaulting Party in its termination notice; and/or

(b) the non-defaulting Party may bring an action against the defaulting Party for its actual damages resulting from the default.

In the event of any termination by reason of a default by Developer, Owner shall pay Developer the balance of the any Project Budget milestones achieved to the date of termination as well as any Consulting Fee that has been earned prior to the date of termination, determined on a pro-rata basis. In the event of any termination by reason of a default by Owner, Owner shall pay Developer the balance of the any Project Budget milestones achieved to the date of termination as well as any Consulting Fee that has been earned prior to the date of termination.

<b>ARTICLE VIII</b> <b>TERM OF AGREEMENT</b>
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8.1 **Term.** The term of this Agreement shall commence on the Effective Date, and, unless sooner terminated as herein provided, shall continue until Final Completion of the Project has occurred and Developer has earned, and Owner has made full payment of, the Project Costs and Consulting Fees to Developer.

8.2 **Developer's Obligations.** Upon the expiration or earlier termination of this Agreement, Developer shall promptly:

(a) Deliver to Owner, or such person as Owner shall designate, all materials, supplies, equipment, keys, contracts and documents, and all records maintained for Owner pursuant to this Agreement.

(b) If terminated prior to the expiration of the Agreement, furnish all such information, take all such other reasonable action, and cooperate with Owner as Owner shall reasonably require in order to effectuate an orderly and systematic termination of Developer's Services, duties, obligations and activities hereunder.

<b>ARTICLE IX</b> <b>INSURANCE</b>
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9.1 **Owner's Insurance Requirements.** Throughout the term of this Agreement, Owner shall carry and maintain in force, or cause to be carried and maintained in force, the insurance described in Exhibit 7, at Owner's sole cost and expense.

9.2 **Developer's Insurance Requirements.** Throughout the term of this Agreement, Developer shall carry and maintain in force, or cause to be carried and maintained in force, the insurance described in **Exhibit 7**, at Developer's sole cost and expense.

9.3 **Notice of Loss.** Developer shall promptly notify Owner of any fire or other damage to the Project. Owner shall arrange for an insurance adjuster to view the Project before repairs are started. In no event shall Developer settle any losses, complete loss reports, adjust losses or endorse loss drafts without Owner's approval. Developer shall also promptly notify Owner of any personal injury or property damage occurring in connection with the Project.

<b>ARTICLE X</b> <b>LIABILITY; INDEMNITY</b>
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10.1 **Owner's Indemnity.** Owner hereby agrees, to the extent permitted by law and without waiving the doctrine of sovereign immunity, to indemnify and defend Developer and its members, officers, directors, shareholders, agents, affiliates, and employees from and against any and all Losses to the extent directly arising out of or resulting from any actions or omissions constituting gross negligence or willful misconduct directly related to any default by Owner, except in each instance to the extent such Losses are caused directly by the negligence or willful misconduct of Developer. The foregoing obligation, however, shall not extend to Losses caused by the negligence or willful misconduct of Developer or its agents, contractors and employees, and, to the extent that such Losses are caused in part by negligence or willful misconduct of Developer or its agents, Owner shall not be required to defend or indemnify Developer from that portion of the Losses that are caused by the such parties' negligence or willful misconduct.

10.2 **Developer's Indemnity.** Developer hereby agrees to indemnify, defend and hold harmless Owner and its Board of Directors from and against any and all Losses to the extent directly arising out of or resulting from any actions or omissions constituting negligence or willful misconduct directly related to any default by Developer. The foregoing obligation, however, shall not extend to Losses caused by the negligence or willful misconduct of Owner or its agents (other than Developer), contractors and employees, and, to the extent that such Losses are caused in part by negligence or willful misconduct of Owner or its agents (other than Developer), contractors and employees, Developer shall not be required to defend, indemnify, or hold harmless Owner from that portion of the Losses that are caused by the such parties' negligence or willful misconduct.

10.3 **Relationship to Insurance.** In no event shall the indemnification provisions of this Article diminish, affect, impede, or impair, in any manner whatsoever, the benefits to which any Party may be entitled under any insurance policy with respect to the Project required by this Agreement or otherwise, or under the terms of any waiver of subrogation contained therein.

10.4 **Non-Recourse Liability.** Any liability of Owner under this Agreement shall be limited to Owner's interest in the Project and the proceeds thereof. Neither Owner, nor any of the Officers or Directors of Owner, shall be personally liable for any liability of Owner hereunder.

10.5 **No Personal Liability. Etc.** No constituent members, owners, officers, managers or employees of Developer, nor any partners, members, shareholders, officers, directors, managers, employees, beneficiaries or trustees of the constituent members or owners of Developer, shall be

personally liable for any liability of Developer hereunder.

10.6 **Limitation on Certain Damages.** No Party shall be liable to the other Party for special, consequential, or punitive damages, or for lost revenues or lost profits.

10.7 **Intellectual Property.** The Developer shall obtain or cause to be obtained all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees. The Developer shall hold the Owner, its officers, agents, and employees harmless against any loss or liability for or on account of the infringement of any patent rights in connection with any invention, process, technique, article, or appliance manufactured or used in the performance of this Agreement, including its use by the Owner upon the direction or authorization of the Developer. If, before using any invention, process, technique, article, or appliance specifically named in the Proposal the Developer has or acquires information that the same is covered by letters of patent making it necessary to secure the permission of the patentee or other person for the use of the same, it shall promptly advise the Owner. The Developer may suggest a different means, which shall be endorsed by the Architect/Engineer. The Owner may authorize use of an alternative invention, process, technique, article, or appliance of substantially similar or greater quality and purpose.

10.8 **Survival.** The accrued liabilities under the provisions of this Article XI survive the expiration or earlier termination of this Agreement.

<b>ARTICLE XI</b> <b>SUBSTANTIAL COMPLETION &amp; FINAL COMPLETION</b>
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11.1 **Substantial Completion.** The Developer shall notify the Owner, in writing, of the date upon which the Work or a designated portion thereof will be, in its opinion, substantially complete and ready for inspection and testing to determine if it has reached Substantial Completion. The notice shall be supported by and include the testing results and reports of Developer's Inspectors. The Developer's Inspectors test results and reports is for the convenience of the Owner only and shall not relieve the Developer of his responsibilities nor shall the endorsement be evidence that the Work is substantially complete and ready for inspection and testing. Inspection and testing shall take place at a time(s) mutually agreeable to the Developer, Owner, Third-Party Inspector, and Developer's Inspectors.

The inspection shall include a demonstration by the Developer that all equipment, systems, and operable components function properly and in accordance with the Contract Documents; provided, however, that if installation of the equipment, systems and components, including fiber and microwave equipment, is delayed as a result of Excusable Conditions or Excusable Delays, Owner will either extend the Wireless Tower Substantial Completion Date or grant Developer Substantial Completion of the Wireless Tower without installed and/or operable equipment and components. The Developer shall furnish access to the Owner and the Third-Party Inspector for the purpose of carrying out such inspection and testing. The inspection and testing shall determine whether there remains any work to be completed or Defective Work. Such incomplete or Defective Work shall be memorialized in a punch list. The Developer must complete the punch list by finishing and correcting the items thereon prior to Final Completion and acceptance by the Owner.

11.2 **Final Completion.** The Developer shall notify the Owner, in writing, of the date upon which the Work or a designated portion thereof will be, in its opinion, finally complete and ready for final inspection, testing, and acceptance for ownership and issuance of a Notice to Proceed under the Operating Agreement. The inspection and testing shall be carried out in the same manner as the inspection and testing for Substantial Completion. When the Work is finally and totally complete, including the elimination of all defects, the Work shall be finally accepted by the Owner and final payment shall be made.

Final acceptance shall not release the Developer from any warranty or guarantee of its Work of materials contained herein.

11.3 **Final Payment.** In making partial payments under Section 6.2, three percent (3%) of each payment to the Developer shall be retained until Substantial Completion ("Retainage"). Upon achievement of Substantial Completion, one half of the Retainage will be released, reducing the Retainage to one and one-half percent (1.5%) until Final Completion and acceptance of all Work covered by this Agreement. Such Retainage shall be held to ensure completion of the punch lists, if any, developed at Substantial Completion. For Financial Milestone Tracker Items 8, 9, 10, 11, 13, 15, 19, and 22, retainage shall not be withheld. Upon Final Completion and acceptance of any of the individual Sites, the Owner shall, upon written request of the Developer, release Retainage for that Site. In the event the Developer has withheld a portion of the Retainage from any Vendor, subcontractor, or supplier, Developer will release that portion of the Retainage applicable to that Vendor, subcontractor, or supplier after receipt of such Retainage from Owner.

<b>ARTICLE XII REPRESENTATIONS AND WARRANTIES</b>
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12.1 **Guarantee of Work.** Developer warrants that all materials, equipment, and workmanship shall be in accordance with the terms of this Agreement and will be free from defects (including defects of workmanship), except for those inherent in the quality of the Work or otherwise expressly permitted by the Agreement, for one (1) year from the date of Substantial Completion. The Developer's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Developer, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. Where the Owner issues a Notice to Proceed to locate Equipment in accordance with the Operating Agreement, the guarantees for materials, equipment, and workmanship in that portion or phase shall begin on the date that the Owner gives the Notice to Proceed under the Operating Agreement, unless otherwise specified in a separate agreement. At six (6) months and eleven (11) months after substantial completion or issuance of the Notice to Proceed on the Operating Agreement, the Developer shall meet with the Owner to review the status of any unresolved warranty, guarantee, and outstanding punch list items.

12.2 **Representations and Warranties.** Each Party hereby represents, warrants and covenants to the other Party that:

- (a) the execution, delivery and performance of this Agreement has been authorized by all necessary action, corporate or otherwise, on the part of such Party;

(b) the execution, delivery and performance of this Agreement will not result in a breach or violation of, or a default under, such Party's articles of organization, operating agreement, or any other agreement or instrument by which such Party is bound, or of any law, order or regulation; and

(c) such Party is organized, existing and in good standing under the laws of the state of its organization.

<b>ARTICLE XIII</b> <b>GENERAL PROVISIONS</b>
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13.1 **Entire Agreement.** The Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, supersedes all prior or other negotiations, representations, understandings and agreements of, by or among the Parties, express or implied, oral or written, all of which are fully merged herein. The express terms of this Agreement control and supersede any course of performance and/or customary practice inconsistent with any such terms. Any agreement hereafter made shall be ineffective to change, modify, discharge, or effect an abandonment of this Agreement except in accordance with this Agreement or by a writing or action of equal dignity.

13.2 **Assignability.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. This Agreement may be assigned only with the approval and consent of the non-assigning Party.

13.3 **Notices.**

(a) All notices, demands, requests or other communications (collectively, "notices") from each Party to the other required or permitted under the terms of this Agreement shall be in writing and, unless and until otherwise specified in a written notice by the Party to whom notice is intended to be given, shall be sent to the Parties at the following respective addresses:

if intended for Developer:

Anthony Smith  
Blue Ridge Towers, Inc.  
2820 Electric Road, Suite 104B  
Roanoke, VA 24018

[asmith@blueridgetowers.com](mailto:asmith@blueridgetowers.com)

with a copy to:

James R. Richards, Esq.  
Petty, Livingston, Dawson & Richards, P.C.  
P. O. Box 1080 Lynchburg, VA 24505  
925 Main Street, Suite 300 Lynchburg, VA 24504  
[jrrichards@pldrlaw.com](mailto:jrrichards@pldrlaw.com)

if intended for Owner:

Steven M. Sandy  
Director of Community Development

Franklin County Broadband Authority  
1255 Franklin Street  
Rocky Mount, Virginia 24151  
Steve.Sandy@franklincountyva.gov

with a copy to:

Michael W.S. Lockaby, Esq.  
Authority Counsel  
Guynn, Waddell, Carroll & Lockaby, P.C.  
415 South College Avenue  
Salem, Virginia 24153  
MikeL@guynnwaddell.com

Notices may be given on behalf of any Party by its legal counsel.

(b) Each such notice shall be deemed to have been properly given for all purposes if (i) delivered with a written receipt of delivery, (ii) mailed by registered or certified mail of the United States Postal Services, return receipt requested, postage prepaid, (iii) delivered to a nationally recognized overnight courier service for next business day delivery, to its addressee at such Party's address as set forth above; or (iv) if delivered via electronic mail to the e-mail address listed above, with a statement in the subject line that the e-mail is a "Contract Notice." If an email is returned undeliverable or an "out-of-town" auto-response message is received by the sender, then the sender shall make reasonable and expeditious efforts to send notice to the party by another acceptable means of delivering notices, but the sender's notice shall be deemed given as of the date the original email.

(c) Each such notice shall be deemed to have been given upon the earlier of (i) actual receipt or refusal by the addressee, (ii) three (3) business days after deposit thereof at any main or branch United States Post Office (if sent in accordance with section (b)(ii) above), (iii) deposit thereof with the courier (if sent pursuant to section (b)(iii) above), or (iv) the date sent, if sent by electronic mail, so long as the recipient either confirms receipt by response e-mail or the sender obtains and retains an e-mail delivery receipt for the e-mail.

13.4 **Non-Exclusive Remedies.** Except as otherwise provided herein, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every such remedy given under this Agreement or now or hereafter existing at law, in equity or by statute.

13.5 **No Waiver.** Neither the failure, nor any delay, on the part of either Party to this Agreement to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege be deemed to be a waiver of such right, remedy, power or privilege with respect to any other occurrence, absent an amendment or Change Order to this Agreement setting forth such waiver.

13.6 **No Third Party Beneficiaries.** This Agreement is made solely and specifically between and for the benefit of the Parties hereto, and their respective successors and permitted assigns, subject to the express provisions hereof relating to successors and assigns, and no other person, individual, corporation, or entity whatsoever shall have any rights, interests, or claims hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise.

13.7 **Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays, and holidays; provided, however, that if the final day of any time period provided in this Agreement shall end on a Saturday, Sunday, or legal holiday, then the final day shall extend to 5:00 p.m. on the next full business day.

13.8 **Interpretation.** No provision of this Agreement is to be interpreted for or against either Party because that Party or that Party's legal representative or counsel drafted such provision. The Parties acknowledge and agree that this Agreement has been negotiated at arm's length with the input of counsel for each Party and it is the intent of the Parties that neither Developer nor Owner shall have this Agreement or any portion thereof construed more strictly against them.

13.9 **Additional Acts.** In connection with this Agreement and the transactions contemplated hereby, Owner and Developer each agree to execute and deliver such additional documents and instruments and take all such necessary action and perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement.

13.10 **Provisions Separable.** The provisions of this Agreement are independent of and separable from each other, and no provisions shall be affected or rendered invalid or unenforceable by virtue of the fact that, for any reason, any other provision may be invalid or unenforceable in whole or in part.

13.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected on this Agreement as the signatories.

13.12 **Captions.** The captions in this Agreement are inserted for convenience of reference; they form no part of this Agreement and shall not affect its interpretation.

13.13 **Relationship Between the Parties.** The relationship of the Parties shall be limited to this Agreement. Nothing herein shall be deemed to create a partnership or joint venture between the Parties, nor to authorize either Party to act as general agent (as opposed to any specific agency relationship described in this Agreement) for the other Party.

13.14 **Authorized Representatives.** Any consent, approval, authorization or other action required or permitted to be given or taken under this Agreement by Owner or Developer, as the case may be, shall be given or taken by one or more of the authorized representatives of

each. For purposes of this Agreement, (a) the authorized representative of Owner shall be Jeffrey Marcic, and (b) the authorized representatives of Developer shall be Anthony Smith. Any Party hereto may from time to time designate additional or replacement authorized representatives to the other Party hereto. The written statements and representatives of any authorized representative of Owner or Developer shall be binding upon the Party for whom such person is an authorized representative, and the other Party shall have no obligation or duty whatsoever to inquire into the authority of any such representative to take any action which he proposes to take. Provided, however, that certain decisions with respect to this Agreement are non-delegable legislative functions which may only be made by the appropriate legal authorities, and for which no action of an agent of the Authority may bind it. This Section shall not apply to such functions.

**13.15 Subject to Appropriation.** The Developer understands that the source of funds for the Authority's obligations under this Agreement is partly funds appropriated to it by the Board of Supervisors of Franklin County as an intergovernmental fund transfer under Section 15.2-1205 of the Code of Virginia, 1950, as amended, and partly funds appropriated to it by the Commonwealth of Virginia, by and through the Virginia Department of Housing and Community Development. This Agreement is not a general obligation of the full faith and credit of the Commonwealth of Virginia or Franklin County, Virginia, but a limited obligation of the Authority in accordance with the Wireless Service Authorities Act, and is not to be construed in any manner as violating Article VII Section 10 of the Virginia Constitution. In order to ensure orderly appropriation and transfer of such funds, no later than March 15 of each year, beginning March 15, 2019, the Authority shall notify the Board of Supervisors of Franklin County of the amount of funds that will be necessary to meet the Authority's financial obligations under this Agreement in the next following fiscal year. In the event that sufficient funds are not appropriated, the Authority shall give prompt notice without delay to the Developer and the Authority and the Developer shall work to "wind down" the Project and suspend work ("Suspension"). In the event of non-appropriation, the obligation of the Authority to pay the Developer shall not be less than the sum of (1) the progress payments for all Milestones achieved to the date the Developer receives notice of the event of non-appropriation; (2) the fair value for all work done by the Developer in pursuance of any further milestones not yet met; and (3) the fair value of all work done by Developer to wind down. The Suspension will continue for up to one year from the notice of non-appropriation to allow the Authority to obtain funding, if possible, for the remaining portions of the Project. In the event that funding is subsequently obtained, the Parties will execute a Change Order to modify the Project Schedule and Project Budget to reflect a new schedule for completion of the remaining Work and to adjust for increases in the cost of the labor, material, or equipment resulting from the Suspension. If the Parties agree, and if technically feasible, the Owner may issue a Notice to Proceed under the Operating Agreement for the portions of the Project that were completed prior to the non-appropriation.

**13.16 Applicable Law.** This Agreement shall be governed, construed, performed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to its conflicts of laws principles.

**13.17 Confidential Information.** Confidential Information that is properly designated by a transmitting party shall be protected from disclosure by the receiving party as set forth in the definition of Confidential Information. If the Authority receives Confidential

Information designated by Developer, then the Authority shall prevent the disclosure of such Confidential Information pursuant to a Virginia Freedom of Information Act (Virginia Code § 2.2-3700 *et seq.*) (“FOIA”) request and as permitted by law or as otherwise set forth above.

*[ Remainder of page intentionally left blank. ]*

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**IN WITNESS WHEREOF**, Owner and Developer have caused their respective duly authorized representatives to execute and deliver this Agreement, all as of the day and year first above written.

**OWNER:**

**FRANKLIN COUNTY  
BROADBAND AUTHORITY**

By: \_\_\_\_\_  
Name: Leland Mitchell  
Title: Chairman

Approved as to Legal Form:

By: \_\_\_\_\_  
Name: Michael W.S. Lockaby  
Title: Authority Counsel

**DEVELOPER:**

**BLUE RIDGE TOWERS, INC.:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Exhibit 1

Franklin County, Virginia Overall Project Area

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**EXHIBIT 2**  
**DEFINED TERMS**

In addition to any other terms which are defined in the Agreement, the following terms shall have the following meanings:

**“Abnormal Weather”** means severe or inclement weather beyond the average of the most recent five years of weather normally occurring at the Project Site, as evidenced by information generated by the National Oceanic and Atmospheric Administration and the National Weather Service.

**“Agreement”** shall have the meaning set forth in the Preamble.

**“Applicable Laws”** means all applicable laws, statutes, ordinances, rules, regulations, orders and permits of all governmental agencies having jurisdiction over the Project Sites or the Project.

**“Architect,” “Engineer,” “Architect/Engineer,” or “A/E”** means the duly Virginia-licensed person, persons, or entities designated by the Developer to perform and provide the Architectural and Engineering design and related services in connection with the Work.

**“Beneficial Occupancy”** means the condition after Substantial Completion but prior to Final Completion of the Project or a portion thereof at which time the Project, or a portion thereof, is sufficiently complete and operational such that the Owner could, after obtaining necessary approvals and certificates, give the Developer the Notice to Proceed under the Operating Agreement and allow its occupancy and use for its intended use. Guarantees and warranties applicable to that portion of the Work begin on the date the Owner accepts the Project, or a portion thereof, for such Beneficial Occupancy. The Owner shall issue the Notice to Proceed with the Operations Phase for each portion of the Project that is accepted for Beneficial Occupancy simultaneously with such acceptance.

**“Change Order”** means a written directive issued after the effective date of this Agreement which is agreed to by the Developer and the Owner, and which authorizes an addition, deletion, or revision in the Work, including any adjustment in the price and/or any milestone date. A change order, once signed by all parties, is incorporated into and becomes a part of this Agreement.

**“Claim”** shall mean a demand or assertion by one of the Parties seeking, as a matter of right, payment of money, a change in the Project Schedule, or other relief with respect to the terms of the Agreement.

**“Comprehensive Agreement”** means the Comprehensive Agreement that will be entered simultaneously with this Agreement that is required by the PPEA and the County Guidelines as part of a qualifying project under the PPEA.

**“Confidential Information”** means any information or documents containing confidential or business proprietary information. Confidential Information does not include information that

was: (i) in the public domain prior to its transmission on this Project; (ii) independently developed by the receiving party; or (iii) previously received from a third-party. Confidential Information shall be designated in writing as “CONFIDENTIAL INFORMATION” and shall be accompanied by a statement of the reasons for why the protections under this Article are necessary which is determined to be Confidential in accordance with any applicable law or statute.

“**Day**” or “**Days**” means calendar day or calendar days unless otherwise specified.

“**Construction Agreement**” shall mean a Vendor Contract that Developer negotiates with another person or entity (the “**Contractor**”) for the construction on one or more of the Project Sites, which will be provided to Owner for review and approval, and shall include any amendments, modifications, and changes thereto, and all replacements thereof. Provided the requirements of the previous sentence are satisfied, Developer may enter into more than one Construction Agreement with separate persons or entities. Developer will execute, in its own name, the Construction Agreement(s) with the Contractor(s).

“**Contractor Cost Overruns**” shall have the meaning set forth in the Agreement above.

“**Contractor**” shall have the meaning set forth in the Agreement above.

“**Developer**” shall have the meaning set forth in the Preamble.

“**Developer Cost Overruns**” shall have the meaning set forth in the Agreement above.

“**Developer Releases**” shall have the meaning set forth in the Agreement above.

“**Developer’s Inspectors**” means the materials testing and geotechnical engineering firms retained by Developer to provide the following testing and inspections: (i) foundation subgrade inspection and density testing; (ii) foundation rebar placement; (iii) concrete pour inspections including slump and cylinder break tests.

“**Due Diligence**” means that certain due diligence regarding the financial and logistical feasibility of developing the Project, including, without limitation, title, survey, environmental, and geotechnical analyses, as well as analyses relating to land use and zoning, entitlements, and the need for the Permits.

“**Effective Date**” shall have the meaning set forth in the Preamble.

“**Excusable Conditions**” means any one or more of the following occurrences, circumstances or conditions: (a) the failure of Owner to reasonably cooperate with Developer; (b) the breach by Owner, the Contractor or any other party (other than Developer) of any of such party’s obligations under the Development Agreement, the Construction Agreement, including, without limitation, any failure by Owner to timely pay properly requisitioned funds to Developer; (c) the failure of Owner to review and approve (or disapprove with specific comments setting forth the manner in which such matter will gain Owner’s approval) any matter for which Owner’s approval is required or desirable hereunder within the time period set forth herein, or if no period is set forth herein, within five (5) business days after Owner’s receipt of Developer’s written request therefor; (d) the failure of Owner to timely provide free and unfettered access to the Project Sites

to Developer and the Contractor for the purposes contemplated herein and in the Construction Agreement; (e) the occurrence or existence of Unforeseen Conditions; (g) any change in Applicable Laws; (h) the occurrence or existence of any Force Majeure Event; (i) any stop work order, suspension, injunction, lawsuit or other interruption of the Services or construction of the Project by Owner, or any other person or entity (other than Developer); (j) any Owner Change Directives; (k) the failure of Owner to have requisite title to and/or rights and/or ownership interest in the Project Sites, or across any property necessary for Developer or Contractor to gain access to the Project Sites to deliver materials and/or construct the Towers and appurtenances, so as to permit Developer and Contractor to perform their obligations under this Agreement and the Project Agreement; (l) the failure of any local, state, or federal agency or other Authority Having Jurisdiction (AHJ) to provide approval for any Permits or any other approval required under Applicable Laws; (m) the occurrence or existence of Abnormal Weather; (n) the existence of any hazardous materials on the Project Site(s); (o) Owner does not cooperate with and assist Developer in requesting and obtaining any and all required Permits, approvals, services, zoning, ownership interest, and leases from an entity or agency of Franklin County, Virginia and any public or private third-party entity, including, but not limited to, land owners or lessees and water, gas, sewer, electric, or other utility entities.

**“Excusable Costs”** means any Project Costs that are incurred by reason of Excusable Conditions.

**“Excusable Delays”** means any delays to the construction of the Project that are caused by Excusable Conditions.

**“Existing Conditions”** are any and all conditions of the Project Sites or any improvements located thereon existing as of Effective Date, including, but not limited to, geological, geotechnical, archeological, paleontological and environmental conditions, the presence or absence of any hazardous materials and compliance or non-compliance with Applicable Laws.

**“Fiber”** means the approximately [to be provided by BRT] miles of fiber that will be furnished and installed as part of the Project.

**“Final Completion”** means the event in which the Owner has confirmed that all Work on the Project or a portion thereof is totally complete and all punchlists have been completed, retainage has been released as to such portion of the Project, and title for such portion of the Project passes to the Owner, or the date on which such event occurs.

**“Final Completion Deadline”** shall have the meaning set forth in the Agreement above.

**“Force Majeure Event”** means any circumstances which are reasonably beyond the ability of Developer to control, including, without limitation, acts of God, acts of war or terrorism, governmental interference, inability to obtain labor, energy, materials or supplies (for reasons other than cash flow or other financial reasons), riot, civil commotion, strike, lockout, Abnormal Weather, Unforeseen Conditions, epidemic, pandemic, including COVID-19, a governmental declaration of a state of emergency, and any local, state or federal orders or curfews, or any other unforeseeable event.

**“Grants”** means grants through the Virginia Department of Housing and Community

Development under its 2019 Virginia Telecommunications Initiative Program (“VATI”).

“**Losses**” means losses, costs, expenses (including, without limitation, reasonable attorneys’ fees), claims, demands, suits, actions, responsibilities, liabilities or obligations.

“**Microwave**” means the approximately [to be provided by BRT] microwave dish antennae that will be furnished and installed as part of the Project.

“**Notices**” shall have the meaning set forth in the Agreement above.

“**Owner**” shall have the meaning set forth in the Preamble.

“**Owner Change Directives**” shall have the meaning set forth in the Agreement above.

“**Party**” or “**Parties**” shall have the meaning set forth in the Preamble.

“**Permits**” shall mean the permits and other administrative approvals of the local, state, and federal authorities having jurisdiction (“AHJ”) that are required under Applicable Laws for the development or construction of the Project, including, but not limited to: (i) zoning approval from Franklin County Department of Community Development, Division of Planning and any other necessary division or department; (ii) National Historic Preservation Act & Virginia State Historic Preservation Office approval; (iii) National Environmental Policy Act approval; (iv) building permit issued by the Franklin County Department of Community Development, Building Inspections Office, and any other necessary division or department.

“**Plans**” shall mean the drawings and specifications, if any, that the Contractor will prepare for the construction of the Project, which will be submitted for the review and approval of Developer and Owner.

“**PPEA**” means the Public Private Education and Facilities Infrastructure Act of 2002 found at Virginia Code §§ 56-575.1, *et seq.*

“**PPEA Guidelines**” means the Franklin County Broadband Authority PPEA Guidelines, as adopted and amended by the Board of Directors of the Franklin County Broadband Authority.

“**Project**” shall mean the planning, design and construction of the six (6) new Wireless Towers, one (1) existing Wireless Tower, and four (4) co-locations for the Authority under this Agreement and the Project Agreement.

“**Project Budget**” shall have the meaning set forth in the Agreement above.

“**Project Costs**” means the total of all costs and expenses for the design, construction and development of the Project, as such costs are to be set forth in the Project Budget. Project Costs shall specifically include Excusable Costs but shall exclude Developer Cost Overruns.

“**Project Schedule**” shall have the meaning set forth in the Agreement above.

“**Project Sites**” shall have the meaning set forth in the Recitals.

**“Services”** shall have the meaning set forth in the Agreement above and in Exhibit 6.

**“Share File Site”** means a web portal accessible through the internet, maintained by the Owner and/or Franklin County, on which Developer will submit the documents and other information required as part of this Agreement. Developer’s uploading of documents to the Share File Site will constitute delivery of the relevant documents for purposes of this Agreement, including the delivery of documents required under the Financial Milestone Tracker, and submission of applications for payment; provided, however, that notices required by this Agreement for Claims and Disputes will be submitted as required by the Section 14.3 regarding Notices.

**“Substantial Completion”** means the date on which the Owner can utilize the Work for its intended purpose, and the Owner can obtain certificates of occupancy. After Substantial Completion, the Owner can accept the Work on any Site for Beneficial Occupancy and issues a Notice to Proceed under the Operating Agreement.

**“Substantial Completion Deadline”** shall have the meaning set forth in the Agreement above.

**“Third-Party Inspector”** as used herein, means a qualified design professional licensed in the Commonwealth of Virginia and qualified by experience to perform such services. The identity of the Third-Party Inspector will be agreed upon between Owner and Developer, and the services of such Third Party Inspector, when required to resolve disagreements hereunder, shall be shared equally between the Parties.

**“Unforeseen Conditions”** means any Existing Conditions not known to Developer as of the Effective Date and indicated as a known condition in this Agreement or any other unforeseen condition that is encountered at the Project Sites. Unforeseen Conditions also means if the Developer’s geotechnical and foundation structural investigations of the Project Site(s) reveal conditions at the Project Site(s) that: (i) will require additional expense to create an acceptable structural foundation for the Towers, either at the planned location for the Tower on the Project Site or at another location on the Project Site; or (ii) will require the selection of alternate Project Site(s) for the Wireless Towers excavation, Developer will provide the Owner with estimates of the additional costs and time involved, if any, of using the alternate construction methods or alternate Project Site(s). Unforeseen Conditions also means subsurface or otherwise concealed physical conditions that differ from the assumptions of Developer in the BRT Proposal or unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Agreement. Unforeseen Conditions also means any restrictions, adjustments or modifications contained in the approvals of the Permits to: (i) the use of the Sites; (ii) the placement, foundations, design or specifications for the Wireless Towers, the Fiber, or the Microwaves; or (iii) any other restriction to the Parties’ assumptions for the Project.

**“Vendor Contracts”** shall have the meaning set forth in the Agreement above.

**“Wireless Towers”** means the six (6) new wireless communication towers being developed and constructed under this Agreement (the **“New Wireless Towers”**), the one (1)

existing wireless communication towers (the “**Existing Wireless Tower**”), and the four (4) co-locations (the “**Co-Locations**” and collectively with the New Wireless Towers and the Existing Wireless Tower, the “**Wireless Towers**”) that may be managed by BRT under a separate management agreement.

“**Work**” refers to all actions necessary to carry out the obligations of this Agreement, whether carried out by Developer, its employees, agents, consortium partners, or other contractors.

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**EXHIBIT 3**

**Summary Schedule of Values**

Site Name	FM51 SCP	FM52 Site Acq	FM53 ZC/Survey	FM54 Zoning Submittal	FM55 Zoning Approval	FM56 FRA/TOW AIR Approval	FM57 FCC Tower Registration	FM58 Phase 1	FM59 SHPD/NEP A	FM510 Geotech Report	FM511 Fiber Metal Deposit (cost of Fiber)	FM512 Fiber Install Complete	FM513 Microwav e Deposit (30 days before order)	FM514 Microwave Complete	FM515 Rector Order	FM516 Raiser Install Complete	FM517 Construction Drawings	FM518 Building Permit Submittal	FM519 Tower Order Deposit (30 days before Tower Order)	FM520 Construction Start	FM521 Foundation Complete	FM522 Tower Delivery	FM523 Tower Stack	FM523 Electrical Inspection Passed	FM524 Construction Complete	Total	
Total Value Per Site	\$1,000.00	\$4,000.00	\$ 7,500.00	\$5,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,000.00	\$ 8,000.00	\$10,000.00	\$7,000.00	Per occurrence	Per occurrence	\$15,000.00	\$23,500.00	\$5,000.00	\$5,100.00	\$ 7,000.00	\$1,000.00	\$36,000.00	\$15,000.00	\$39,000.00	\$29,000.00	\$20,000.00	\$15,000.00	\$21,000.00	\$21,000.00	\$280,700.00
Franklin County Industrial Park Westlake	\$1,000.00	\$4,000.00	\$ 7,500.00	\$5,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,000.00	\$ 8,000.00	\$10,000.00	\$7,000.00	\$13,560.00	\$54,240.00	\$ -	\$ -	\$ 5,100.00	\$5,100.00	\$ 7,000.00	\$1,000.00	\$36,000.00	\$15,000.00	\$39,000.00	\$29,000.00	\$20,000.00	\$15,000.00	\$21,000.00	\$21,000.00	\$310,600.00
Swan Creek	\$1,000.00	\$4,000.00	\$ 7,500.00	\$5,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,000.00	\$ 8,000.00	\$10,000.00	\$7,000.00	\$4,790.00	\$27,130.00	\$ -	\$ -	\$ 5,100.00	\$5,100.00	\$ 7,000.00	\$1,000.00	\$36,000.00	\$15,000.00	\$39,000.00	\$29,000.00	\$20,000.00	\$15,000.00	\$21,000.00	\$21,000.00	\$274,160.00
Calloway	\$1,000.00	\$4,000.00	\$ 7,500.00	\$5,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,000.00	\$ 8,000.00	\$10,000.00	\$7,000.00	\$4,790.00	\$27,130.00	\$15,000.00	\$23,500.00	\$5,100.00	\$5,100.00	\$ 7,000.00	\$1,000.00	\$36,000.00	\$15,000.00	\$39,000.00	\$29,000.00	\$20,000.00	\$15,000.00	\$21,000.00	\$21,000.00	\$314,600.00
Henry VFD	\$1,000.00	\$4,000.00	\$ 7,500.00	\$5,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,000.00	\$ 8,000.00	\$10,000.00	\$7,000.00	\$ -	\$ -	\$15,000.00	\$23,500.00	\$5,100.00	\$5,100.00	\$ 7,000.00	\$1,000.00	\$36,000.00	\$15,000.00	\$39,000.00	\$29,000.00	\$20,000.00	\$15,000.00	\$21,000.00	\$21,000.00	\$280,700.00
Fort Mtn VFD	\$1,000.00	\$4,000.00	\$ 7,500.00	\$5,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,000.00	\$ 8,000.00	\$10,000.00	\$7,000.00	\$ -	\$ -	\$23,000.00	\$23,500.00	\$5,100.00	\$5,100.00	\$ 7,000.00	\$1,000.00	\$36,000.00	\$15,000.00	\$39,000.00	\$29,000.00	\$20,000.00	\$15,000.00	\$21,000.00	\$21,000.00	\$280,700.00
Gladiol Hill Elem School Siting	\$1,000.00	\$4,000.00	\$ 7,500.00	\$5,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,000.00	\$ 8,000.00	\$10,000.00	\$7,000.00	\$2,711.00	\$10,860.00	\$ -	\$ -	\$ 5,100.00	\$5,100.00	\$ 7,000.00	\$1,000.00	\$36,000.00	\$15,000.00	\$39,000.00	\$29,000.00	\$20,000.00	\$15,000.00	\$21,000.00	\$21,000.00	\$255,760.00
Greeny Hill Cole	\$1,000.00	\$3,500.00	\$ 7,500.00	\$5,000.00	\$ 4,000.00		\$ 1,000.00				\$4,790.00	\$4,000.00	\$15,000.00	\$23,500.00	\$5,100.00	\$5,100.00	\$ 7,000.00	\$1,000.00		\$15,000.00				\$ 9,500.00	\$11,500.00	\$11,480.00	
Scruggs Cole	\$1,000.00	\$3,500.00	\$ 7,500.00	\$5,000.00	\$ 4,000.00		\$ 1,000.00						\$15,000.00	\$23,500.00	\$5,100.00	\$5,100.00	\$ 7,000.00	\$1,000.00		\$15,000.00				\$ 9,500.00	\$11,500.00	\$11,470.00	
Tom's Knob Cole	\$1,000.00	\$3,900.00	\$ 7,500.00	\$5,000.00	\$ 4,000.00		\$ 1,000.00				\$20,314.00	\$37,294.00	\$15,000.00	\$23,500.00	\$5,100.00	\$5,100.00	\$ 7,000.00	\$1,000.00		\$15,000.00				\$ 9,500.00	\$11,500.00	\$11,320.00	
Burnt Chimney Cole	\$1,000.00	\$3,500.00	\$ 7,500.00	\$5,000.00	\$ 4,000.00		\$ 1,000.00				\$ -	\$ -	\$15,000.00	\$23,500.00	\$5,100.00	\$5,100.00	\$ 7,000.00	\$1,000.00		\$15,000.00				\$ 9,500.00	\$11,500.00	\$11,470.00	

**\$ 2,979,720.00**

**EXHIBIT 4**  
**SUMMARY PROJECT SCHEDULE**

Site Name	Tower Type	Landlord	MS1 SGP	MS2 Site Acq	MS3 Survey/2C	MS4 Zoning Submittal	MS5 Zoning Approval	MS6 FAA TOW AIR Approval	MS7 FCC Tower Registration	MS8 Phase I	MS9 SHPO/NEPA	MS10 Geotech Report	MS11 Construction Drawings	MS12 Building Permit Submittal	MS13 Tower Order	MS14 Construction Start	MS15 Foundation Complete	MS16 Tower Delivery	MS17 Electrical Inspection Passed	MS18 Construction Complete	MS19 SITE ON AIR
Franklin County Summit View	175' Monopole	Blue Ridge Tower/FC	3/15/2019	3/15/2019	4/15/2019	4/15/2019	6/27/2019	6/1/2019	6/1/2020	6/15/2019	6/15/2019	7/5/2019	6/27/2019	7/15/19 Start with a 8/15/19 Completion	6/24/2019	8/1/2019	9/1/2019	9/12/2019	9/15/2019	9/30/2019	10/30/2019
Westlake	175' Monopole	Blue Ridge Towers	6/15/2020	7/15/2020	7/15/2020	8/15/2020	9/27/2020	7/1/2020	7/1/2021	8/15/2020	10/1/2020	7/5/2020	6/27/2020	10/1/2020	6/24/2020	10/5/2020	11/1/2020	9/1/2020	11/15/2020	11/30/2020	1/10/2021
Lower Look	195' Monopole	Blue Ridge Towers/Daniel Smith	6/15/2020	7/15/2020	7/15/2020	8/15/2020	9/27/2020	7/1/2020	7/1/2021	8/15/2020	10/1/2020	7/5/2020	6/27/2020	10/1/2020	6/24/2020	10/5/2020	11/1/2020	9/1/2020	11/15/2020	11/30/2020	1/10/2021
Calhoun	195' Monopole	Franklin County School Board	6/15/2020	7/15/2020	7/15/2020	8/15/2020	9/27/2020	7/1/2020	7/1/2021	8/15/2020	10/1/2020	7/5/2020	6/27/2020	10/1/2020	6/24/2020	10/5/2020	11/1/2020	9/1/2020	11/15/2020	11/30/2020	1/10/2021
Henry Volunteer VFD	195' Monopole	Franklin County/Henry VFD	6/15/2020	7/15/2020	7/15/2020	8/15/2020	9/27/2020	7/1/2020	7/1/2021	8/15/2020	10/1/2020	7/5/2020	6/27/2020	10/1/2020	6/24/2020	10/5/2020	11/1/2020	9/1/2020	11/15/2020	11/30/2020	1/10/2021
York Mtn Fire Station	195' Monopole	Franklin County/Fork Mtn VFD	6/15/2020	7/15/2020	7/15/2020	8/15/2020	9/27/2020	7/1/2020	7/1/2021	8/15/2020	10/1/2020	7/5/2020	6/27/2020	10/1/2020	6/24/2020	10/5/2020	11/1/2020	9/1/2020	11/15/2020	11/30/2020	1/10/2021
State HB Elementary School	150' Monopole	Franklin County School Board	6/15/2020	7/15/2020	7/15/2020	8/15/2020	9/27/2020	7/1/2020	7/1/2021	8/15/2020	10/1/2020	7/5/2020	6/27/2020	10/1/2020	6/24/2020	10/5/2020	11/1/2020	9/1/2020	11/15/2020	11/30/2020	1/10/2021
Sontag	150' Monopole	Franklin County	6/15/2020	7/15/2020	7/15/2020	8/15/2020	9/27/2020	7/1/2020	7/1/2021	8/15/2020	10/1/2020	7/5/2020	6/27/2020	10/1/2020	6/24/2020	10/5/2020	11/1/2020	9/1/2020	11/15/2020	11/30/2020	1/10/2021
Grassy Hill Tower	Existing 195' SST	Franklin County	6/15/2020	7/15/2020	7/15/2020	8/15/2020	9/27/2020	7/1/2020	7/1/2021	8/15/2020	10/1/2020	7/5/2020	6/27/2020	10/1/2020	6/24/2020	10/5/2020	11/1/2020	9/1/2020	11/15/2020	11/30/2020	1/10/2021
Scruggs Tower	Existing 195' SST	Franklin County	6/15/2020	7/15/2020	7/15/2020	8/15/2020	9/27/2020	7/1/2020	7/1/2021	8/15/2020	10/1/2020	7/5/2020	6/27/2020	10/1/2020	6/24/2020	10/5/2020	11/1/2020	9/1/2020	11/15/2020	11/30/2020	1/10/2021
Tom's Knob Tower	Existing 150' SST	Franklin County	6/15/2020	7/15/2020	7/15/2020	8/15/2020	9/27/2020	7/1/2020	7/1/2021	8/15/2020	10/1/2020	7/5/2020	6/27/2020	10/1/2020	6/24/2020	10/5/2020	11/1/2020	9/1/2020	11/15/2020	11/30/2020	1/10/2021
Burnt Chimney Water Tank	Existing 120' watertank	Western Virginia Water Authority	6/15/2020	7/15/2020	7/15/2020	8/15/2020	9/27/2020	7/1/2020	7/1/2021	8/15/2020	10/1/2020	7/5/2020	6/27/2020	10/1/2020	6/24/2020	10/5/2020	11/1/2020	9/1/2020	11/15/2020	11/30/2020	1/10/2021

**EXHIBIT 5**

**PROJECT DEFINITIONS & KEY**

<b>Term/Phase</b>	<b>General Tasks Associated</b>
Development Phase	Site acquisition, finalization of A/E work, site work, entry of third-party contracts, and permitting. All preconstruction approvals, State, local and Federal.
Construction Phase	Laying of foundations, construction of poles, building inspections, and stacking, electrical, fencing and landscaping as required.
Fiber Phase	Running of fiber optic cable and completion of contracts with third-parties for connection to internet. Completion of pole attachment agreements.
Microwave	Installation of microwave backhaul equipment.

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**EXHIBIT 6**  
**SCOPE OF SERVICES**

Without limiting the general obligations of Developer contained in the Agreement, Developer shall provide the following Services to Owner in connection with the development of the Project. In the event of any direct conflict between the terms and conditions of this **Exhibit 6** and the terms and conditions of the remainder of the Agreement, the terms and conditions of the remainder of the Agreement shall apply.

1. On a regular basis throughout the term of this Agreement, with a frequency to be agreed upon between Developer and owner but not less often than monthly, Developer shall schedule and conduct meetings between Owner, Developer, the Contractor, and the Architect/Engineer to discuss construction progress.
2. Developer shall take all commercially reasonable steps consistent with this Agreement necessary to deliver a “turnkey” Project within the specifications of the Proposal.
3. Developer shall coordinate with the Owner to develop and implement procedures for the review and processing of Requests for Payment for progress and final payments. Developer shall review and approve the amounts due relative to each such application and forward such applications to Owner for payment within the time frames required by this Agreement.
4. Developer shall inspect the Work to determine if it is being performed in accordance with the conditions and requirements of this Agreement.
5. Developer shall establish and implement procedures for expediting the processing and approval by Developer and Owner, where necessary, of shop drawings, product data, samples and other submittals.
6. Developer shall monitor the delivery, storage, protection, and security of materials, systems and equipment ordered by itself or any Vendor or subcontractor in accordance with the terms of the Project Agreement until such items are incorporated into the Project.
7. Developer shall coordinate with the Owner and all applicable authorities for the installation of utilities, if required, at the Project.
8. Developer shall coordinate the performance of any tests and inspections required under Applicable Laws or this Agreement.
9. Developer shall use diligence and reasonable efforts to enforce all warranties and to cause the responsible contractors to cure all defects in the construction of the Project during the applicable warranty periods.
10. Developer shall perform generally such other acts and things as may be reasonably required for the supervision, coordination, and delivery of all phases of the Project.

**EXHIBIT 7**  
**INSURANCE**

- The Developer shall neither commence Work nor authorize any other person to commence Work under this Agreement until it, its Contractor, and/or Architect/Engineer as appropriate, has obtained all insurance required hereunder from an insurer authorized to do business in the Commonwealth of Virginia and such insurance has been approved by the Owner.

- The Developer, Contractor, and Architect/Engineer shall take out, and shall maintain in force at all times during the performance of the Work, Workers' Compensation and Employers' Liability Insurance for all of their employees engaged in the Work in an amount not less than the statutory minimums. The Developer, Contractor, and Architect/Engineer shall require each Vendor or subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of their employees engaged in the Work.

- During the performance of the Work under this Agreement, the Developer shall maintain commercial general liability insurance to include Premises/Operations Liability, Products, and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability, and Personal Injury Liability, which shall insure it against claims of personal injury, including death, as well as claims for property damage, which may arise from operations under this Agreement whether such operations be by itself or by any Vendor or subcontractor, or by anyone directly or indirectly employed by either one of them. The amounts of general liability insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined limit. The Franklin County Broadband Authority, its officers, directors, employees, and agents shall be named as additional insureds with respect to the Work.

- During the performance of the Work under this Agreement, the Developer shall maintain automobile liability insurance which shall insure it against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Agreement, whether such operations be by itself or by any Vendor or subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of automobile insurance shall not be less than \$1,000,000 combined limit for bodily injury and property damage per occurrence.

- The Developer shall obtain and maintain in the names of the Owner and the Developer (and, at its option, its construction general contractor) "all-risk" builder's risk insurance (or fire, extended coverage, vandalism and malicious mischief insurance, if approved by the Owner) upon the entire structure or structures upon which the Work of this Agreement is to be done and upon all materials in or adjacent thereto which is intended for use thereon, to one hundred percent (100%) of the insurable value thereof (i.e., construction costs, soft costs, FF&E, and the residual value of the existing structure). The insurance may exclude the costs of excavations,

backfills, foundations, underground utilities, and site work. Such insurance may include a deductible provision as approved by the Owner. The party responsible for the loss, as between Owner and Developer, shall be liable for such deductibles, whenever a claim arises. The loss, if any, is to be made adjustable with and payable to the Owner or other party who was damages, in accordance with their interests, as they may appear. The Owner, its officers, directors, and employees and agents shall be named as additional insureds in any policy of insurance issued. Written evidence of the insurance shall be filed with the Owner no later than thirty (30) days following execution of this Agreement. In the event of cancellation of such insurance, no less than thirty (30) days' notice shall be given to the Owner. A copy of the policy shall be provided to the Owner upon demand.

- The Owner is a member of a qualified local government self-insurance risk pool and maintains insurance coverage on its property and buildings. The Owner shall insure all of its interests in the Project Sites and its personal property, including against loss or liability, in the same manner and to the same extent as all other property owned by the Authority. Such insurance shall not cover the Developer's or any Vendor's or subcontractor's buildings, equipment, materials, tools, or supplies onsite until the Owner has accepted title thereto in accordance with this Agreement.

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**EXHIBIT 8**

**FORM OF THE CONSTRUCTION CONTRACTOR'S PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_, the Contractor ("Principal"), whose principal place of business is located at \_\_\_\_\_, and \_\_\_\_\_ ("Surety"), whose address for delivery of Notices is \_\_\_\_\_, are held and firmly bound unto Blue Ridge Towers, Inc., and the Franklin County Broadband Authority, the Developer and Owner (collectively, jointly, and severally the "Obligee") in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** Principal has by written agreement dated \_\_\_\_\_ entered into a contract with Obligee for the design and construction of a system to provide qualifying communications services, as more specifically provided therein (the "Contract"), which contract is by reference expressly made a part hereof:

**NOW THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if the Principal shall promptly and faithfully perform said Contract in strict conformity with the plans, specifications, and conditions of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Provided, that any alterations which may be made in the terms of the Contract, or in the Work to be done under it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any alterations, extensions, or forbearance on the part of either or both of the Obligee or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any such alterations, extensions, or forbearance being hereby waived.

No action shall be brought on this bond unless brought within one year after: (a) final completion of the Contract and all work thereunder, including expiration of all warranties and guarantees, or (b) discovery of the defect or breach of warranty of guarantee if the action be for such.

The Surety represents to Principal and to Obligee that it is legally authorized to do business in the Commonwealth of Virginia.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**[NAME]:**  
*Contractor/Principal*

\_\_\_\_\_  
*Witness*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
*Surety*

By: \_\_\_\_\_

*Attorney-in-Fact*

Name: \_\_\_\_\_

**AFFIDAVIT OF ATTORNEY-IN-FACT**

COMMONWEALTH OF VIRGINIA )  
 ) to wit:  
CITY/COUNTY OF \_\_\_\_\_ )

I, the undersigned notary public, do certify that \_\_\_\_\_, whose name is signed to the foregoing performance bond in the sum of \$ \_\_\_\_\_ and dated \_\_\_\_\_, and which names the Blue Ridge Towers, Inc., and the Franklin County Broadband Authority as Obligees, personally appeared before me today in the above jurisdiction and made oath that he/she is the attorney-in-fact of \_\_\_\_\_, an \_\_\_\_\_ corporation which is the Surety on the foregoing bond, that he/she is duly authorized to execute the foregoing bond on the Surety's behalf pursuant to the Power of Attorney noted above and attached hereto, and on behalf of the surety, he/she acknowledged the foregoing bond before me as the surety's act and deed.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_ Notary Registration No.: \_

**APPROVED:**

\_\_\_\_\_  
Authority Counsel

### **Terms and Conditions of the Performance Bond**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the prompt and faithful performance of the Construction Agreement, which is incorporated herein by reference.

2. If the Contractor promptly and faithfully performs the Construction Agreement in strict conformity with the plans, specifications, and conditions of said Contract, the Surety and the Contractor shall have no obligations under this Bond.

3. In the event of Contractor's Default, and subsequent notification to the Surety, the Surety shall, within fourteen (14) days of receipt of such notice, contact the Owner in writing and arrange a meeting with the Owner to discuss methods of completing the Contract. If the Surety fails to arrange a meeting or fails to attend such meeting, the Surety shall be deemed to be in default on this Bond and the Owner may, at its sole discretion, take what measures it deems necessary to protect the Owner's interests, without further notice to the Surety, and the Owner shall be entitled to enforce any remedy available to the Owner under the Contract or any other provision of law.

4. Within thirty (30) days after such meeting, during which time the Surety may investigate and otherwise analyze the project, and which period shall not toll any time periods under the Contract nor operate as a waiver of any of the Owner's rights, the Surety shall, at its own expense, notify the Owner in writing that it is taking one of the following actions, which shall be acceptable to Owner, at the Owner's discretion:

- a. By written takeover agreement with the Owner, the Surety shall itself undertake to perform and complete the Contract, which it may do through its licensed agents or through licensed independent contractors. If the Owner, at its sole discretion, consents, the Contract may serve as the Surety's independent contractor (however, the Owner will not directly contract with the contractor produced by the Surety). However, no takeover agreement shall give the Surety any rights to succeed to the Contractor's rights under the Operating Agreement, but shall be only to those rights and obligations under this Contract.
- b. The Surety may, if acceptable to the Owner and at the Owner's sole discretion, waive its right to perform and complete the Contract, and with reasonable promptness under the circumstances:
  - i. Pay to the Owner all amounts for which it may be liable to the Owner as surety on this Bond, including the damages provided in Paragraph 6 below; or
  - ii. Deny liability, in whole or in part, and provide written notice thereof to the Owner, citing its reasons therefor.

5. If, after the meeting described in Paragraph 3 above, the Surety does not proceed with reasonable promptness with one of the options provided in Paragraphs 4.a or 4.b above, the Owner may send additional written notice to the Surety demanding that the Surety perform its obligations under the Bond. If the Surety does not proceed to perform its obligations under the

Bond within fifteen (15) days after receipt of said notice, the Surety shall be deemed to be in default on this Bond. Thereafter, the Owner shall be entitled to enforce any remedy available to the Owner under this Bond, the Contract, or other provision of law. If the Surety proceeds as provided in Paragraph 4.b, and the Surety and Owner are unable to agree as to the amount for which the Surety is liable to the Owner, or if the Surety has denied liability, in whole or in part, the Owner, without further notice, shall be entitled to enforce any remedy available to the Owner under the Bond, the Construction Agreement, or other provision of law. In such event, the Owner may immediately proceed to complete the work in any manner authorized by law.

6. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Paragraphs 4.a or 4.b.i above, then the responsibilities of the Surety to the Owner shall not be greater or less than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater or less than those of the Owner under the Contract. To the limit of the amount of this Bond, plus the increased cost of any change orders under the Construction Agreement, provided the Owner commits the balance of the Construction Contract Price to the prompt and faithful completion of the Construction Contract, the Surety is obligated without duplication for:

- a. The responsibilities of the Contractor for correction of defective work and completion of the Contract;
- b. Additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- c. Liquidated damages, or, in the event liquidated damages are not specified in the Contract, actual damages caused by delayed performance or non-performance by the Contractor.

The Owner, at its sole discretion, may waive its claims for delay costs and/or liquidated damages.

7. The Surety shall not be liable to the Owner for obligations of the Contractor that are not set forth in the Contract and the Balance of the Contract Price shall not be reduced, set off, or increased by reason of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner, its officers, agencies, administrators, successors, or assigns.

8. The Surety hereby waives notice of any changes, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations. The Surety understands and agrees that the penal amount of the Bond shall be increased or decreased by any changes to time and amount incorporated by any Change Orders.

9. Any proceeding by the Owner under this Bond, legal or equitable, may be instituted only in the Circuit Court or General District Court for Franklin County, Virginia, to the jurisdiction of which the Parties irrevocably consent.

10. Notice to the Surety shall be mailed or delivered to the address shown on the face of the Bond in the space for Surety address for delivery of notices.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond under Section 2.2-4337 of the Code of Virginia, 1950, as amended, and not as a common law bond, when furnished in accordance with the statutory requirements.

12. Definitions.

- a. *Balance of the Contract Price* means the total amount payable by the Owner to the Contractor under the Construction Agreement after all proper adjustments have been made, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Agreement.
- b. *Contract* means the agreement between Developer and the Owner and the Contract identified on the face of this Bond, and includes all of the contracts made a part thereof, and duly executed modifications, amendments, and change orders thereto.
- c. *Contractor Default* means a failure of the Contractor, as defined in the Contract, to perform or otherwise comply with the terms of the Contract.

13. Nothing in these Terms and Conditions shall prevent a Surety from becoming involved in the Contract prior to termination, upon notice from the Owner of the Contractor's failure to promptly and faithfully perform the Contract in strict conformity with the plans, specifications, and conditions of the Contract.

[END OF PERFORMANCE BOND]

## EXHIBIT 9

### FORM OF THE CONSTRUCTION CONTRACTOR'S PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_, the Contractor ("Principal"), whose principal place of business is located at \_\_\_\_\_, and \_\_\_\_\_ ("Surety"), whose address for delivery of Notices is \_\_\_\_\_, are held and firmly bound unto Blue Ridge Towers, Inc., and the Franklin County Broadband Authority, the Developer and Owner (collectively, jointly, and severally the "Obligee") in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** Principal has by written agreement dated \_\_\_\_\_ entered into a contract with Obligee for the design and construction of a system to provide qualifying communications services, as more specifically provided therein (the "Construction Agreement"), which contract is by reference expressly made a part hereof:

**NOW THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for labor performed and material furnished in the prosecution of the Work provided for in the Construction Agreement, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

The Principal and the Surety, jointly and severally, agree with Obligee as follows:

1. A "Claimant" is one having a direct contract with the Principal or with a subcontractor of the principal for labor, material, or both for use in the performance of the Construction Agreement. A "subcontractor" of the Principal, for the purposes of this Bond only, includes not only those subcontractors having a direct contractual relationship with the Principal, but also any other contractor who undertakes to participate in the Work which the Principle is to perform under the aforesaid Construction Agreement, whether there are one or more intervening subcontractors contractually positions between it and the Principal. "Labor" and "material" shall include, but not be limited to, public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the work site.

2. Any claimant who has a direct contractual relationship with the Principal and who has performed labor or furnished material in accordance with the Construction Agreement in furtherance of the Work provided in the Construction Agreement, who has not been paid in full therefor before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment may bring an action on this bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The Obligee need

not be a party to such action and shall not be liable for the payment of any costs, fees, or expenses of such suit.

3. Any claimant who has a direct contractual relationship with any subcontractor of the Principal but who has no contractual relationship, express or implied, with the Principal, may bring an action on this Bond only if he has given written notice to the Principal within ninety (90) days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished. Notice to the Principal shall be served by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or material furnished shall not be subject to the time limitations stated in this Paragraph 3.

4. No suit or action shall be commenced hereunder by any claimant:

- a. Unless brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials; it being understood, however, that if any limitation embodied in this Bond is prohibited by law controlling the construction of the Project, the limitation embodied in this Bond shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- b. Other than in the General District Court or Circuit Court for Franklin County, Virginia.

5. The amount of this Bond shall be reduced by and to the extent of any payment or payments made for labor and materials in good faith hereunder.

*[SIGNATURES ON FOLLOWING PAGE]*

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

[NAME]:

*Contractor/Principal*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Surety*

By: \_\_\_\_\_

*Attorney-in-Fact*

Name: \_\_\_\_\_

**AFFIDAVIT OF ATTORNEY-IN-FACT**

COMMONWEALTH OF VIRGINIA )  
 ) to wit:  
CITY/COUNTY OF \_\_\_\_\_ )

I, the undersigned notary public, do certify that \_\_\_\_\_, whose name is signed to the foregoing performance bond in the sum of \$\_\_\_ and dated \_\_\_\_\_, and which names Blue Ridge Towers, Inc., and the Franklin County Broadband Authorities as Obligees, personally appeared before me today in the above jurisdiction and made oath that he/she is the attorney-in-fact of \_\_\_\_\_, an \_\_\_\_\_ corporation which is the Surety on the foregoing bond, that he/she is duly authorized to execute the foregoing bond on the Surety's behalf pursuant to the Power of Attorney noted above and attached hereto, and on behalf of the surety, he/she acknowledged the foregoing bond before me as the surety's act and deed.

\_\_\_\_\_  
*Notary Public*

My commission expires: \_\_\_\_\_

Notary Registration no.: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Authority Counsel

## **OPERATING AGREEMENT**

This Operating Agreement (“Operating Agreement”) is formed between the Franklin County Broadband Authority, a political subdivision of the Commonwealth of Virginia under the Wireless Service Authorities Act (the “Authority” or “Owner”), and Blue Ridge Internet Service Company, LLC, a Delaware limited liability company (“BRISNET” or the “Contractor”; collectively, the “Parties”).

### **RECITALS**

WHEREAS, the Authority is a political subdivision of the Commonwealth of Virginia under the Virginia Wireless Service Authorities Act, Chapter 43.1 of Title 15.2 of the Code of Virginia, 1950, as amended, with the authority to participate in the provision of qualifying communications services, defined as high-speed data service and Internet access service, of general application, but excluding any cable television or other multi-channel video programming services; and

WHEREAS, BRISNET is a wireless internet service provider (WISP) providing the infrastructure, goods, and services set forth in this Agreement, and is a “private entity” under the Act, and is capable of providing the services contemplated herein;

WHEREAS, the Parties have represented to the Virginia Department of Housing and Community Development (DHCD) Virginia Telecommunications Initiative (VATI) program with regard to their partnership under this Operating Agreement that each Tower, as hereinafter defined, will be fitted with Equipment which will allow coverage of up to 2,000 subscribers/customers per tower at download speeds between 25 mbps and 75 mbps. In addition, the project will offer a more affordable internet service option of 15 mbps download/1 mbps upload for those that do not need or want the “high speed” internet access. However, it is contemplated by the Parties that Equipment will be replaced during the Term of this Agreement as Equipment suffers wear and tear and as newer, more capable technology becomes available in order to provide quality services to the residents of Franklin County.

### **WITNESSETH**

NOW THEREFORE, in consideration of the premises hereof and the mutual promises set forth herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Purpose.** The purpose of this Agreement is to provide ubiquitous high-speed internet to the unserved and underserved public in Franklin County at fair, reasonable, and uniform prices.

**2. Term and Extension Terms.** This Agreement shall be for an initial twenty-five (25) year term (the “Initial Term”). This Agreement shall automatically renew for up to two (2) successive terms of five (5) years each (each a “Renewal Term”) unless BRISNET provides written notice to the Authority of its intention to not renew no later than six (6) months prior to the expiration of the Initial Term or the then current Renewal Term, as may be applicable. The Initial Term and Renewal Term(s) together shall be designated as the “Term.”

3. **Payments.** BRISCNET will charge uniform rates to the public for its services consistent with industry standards for rural fixed wireless internet service providers. It will provide two main services as the Authority’s partner: (1) Installation, maintenance, upkeep, and timely replacement and updating of its equipment; and (2) being an Internet service provider (ISP) to the public. BRISCNET will receive its payments through customer subscriptions. The Authority will own and maintain the tower structures following their Final Acceptance as set forth in the Development Agreement except the Summit View and Westlake locations which will be owned by Blue Ridge Towers or its authorized assigns. Deployment of BRISCNET’s equipment will be performed in coordination with BRT’s construction of the towers and backhaul. BRISCNET will be expected to meet reasonable reinvestment levels for replacement and updating of equipment on a regular basis.

4. **Tower Deployment.**

4.1. *Deployment Schedule.* The following towers (each a “Tower”) will be part of Phase I rollout. Equipment chosen by BRISCNET sufficient to meet its obligations under this Agreement shall be initially deployed, with estimated deployment dates as set forth below:

Name	Location	Deployment Date
------	----------	-----------------

Send Chart

The “Deployment Date” is the date on which the Equipment on each Tower shall be fully installed, fully permitted, and in actual use providing wireless internet service to customers. In the event that the construction of, and/or deployment of the Equipment on, the towers and backhaul is delayed from the dates in the Development Agreement Project Schedule, the estimated Deployment Dates shall be extended in the same number of days as the Development Agreement Project Schedule is delayed. If and to the extent BRISCNET is delayed at any time in the progress of the project by strikes, fires, unusual delays in transportation or unavoidable casualties, subsurface conditions that are not reasonably foreseeable, failures of federal, state, or other permitting, government shutdowns, or other causes outside the control of BRISCNET, then BRISCNET shall give the Authority written notice within 14 days after the inception of the delay. BRISCNET shall also give the Authority written notice of the termination of the delay within 14 days after such termination. The Deployment Date shall be extended for the period of any such delay. The parties understand and agree that not all delays, causes of delay, or potential causes of delay are readily identifiable. Therefore, the parties agree that failure by BRISCNET to timely provide notice of delay to the Authority will not prejudice BRISCNET’s right to an extension of the Deployment Date, unless the Authority demonstrates that it was actually prejudiced by Developer’s late delivery of notice, or that failure to deliver timely notice was intentional or was due to BRISCNET’s gross negligence.

4.2. It is BRISCNET’s responsibility to select and license spectrum and to choose appropriate and effective equipment to achieve the goals of this Agreement in a timely manner and as otherwise agreed. The Authority will take reasonable steps to ensure that BRISCNET has the opportunity to gain access to, and continue use of, 2.5 ghz spectrum

so long as it remains regulatorily accessible. The technical specifications for a wireless network entitled “\_\_\_\_\_,” dated \_\_\_\_\_, is incorporated herein as the plans which BRISNET agrees to implement. Nevertheless, this acceptance by the Authority does not divest BRISNET of full and complete responsibility for the choice of technologies to achieve the goals of this Operating Agreement. In furtherance of these goals, BRISNET shall:

**4.2.1. *Prior Approval of Equipment.*** All construction, installations, and alterations, including maintenance, repair, removal or relocation, except routine and/or emergency repairs and maintenance of any of BRISNET’s equipment shall require submission of plans with detail required by the Authority and the prior written approval of the Authority, which approval shall not be unreasonably withheld, conditioned, or delayed. In the event emergency repairs or routine maintenance is needed, plans shall be submitted as soon as practical following the end of the emergency or maintenance; provided that any such repairs or maintenance which is consistent with the existing as-built drawings shall not require any submittals. The Authority reserves the right, consistent with good engineering practices, to reasonably and within a reasonable time period approve or disapprove the plans and the actual changes or improvements. It shall be deemed unreasonable for the Authority to withhold, condition, or delay approval if the proposed equipment, used in conjunction with other equipment and facilities employed by BRISNET, meets the coverage and download speed parameters set forth in the recitals on page 1 of this Agreement. In the event the changes or improvements are not in accordance with the approved plans or do not meet the requirements of this Agreement, the Authority shall provide written notice to BRISNET of such non-compliance. In the event BRISNET has not corrected such non-compliance within thirty (30) days following written notice, the Authority may remove the improvements or otherwise take the necessary action to remove the equipment and restore the premises at the expense of BRISNET.

**4.2.2. *As-builts.*** Within thirty (30) days after substantial completion of construction, installation, or alteration of any of the equipment, BRISNET shall provide the Authority with “as-built” plans for antennas and transmission equipment deployments.

**4.2.3. *Utility Service & Redundancy.*** All ground equipment used by BRISNET will be located inside a secure compound. Ground equipment will be located outside of any buildings and mounted to the exterior of existing poles or buildings with the prior approval of the Authority. BRISNET will install a battery backup system that will provide redundancy to their equipment at each tower location.

**4.3. *Structural Integrity.*** All Equipment installed by BRISNET shall be installed in a manner that does not exceed the structural and wind loading specifications for the Tower.

## **5. Operations.**

**5.1. *Deployment Fee.*** For each structure on which Equipment is deployed, BRISNET

shall pay to the Authority:

Year 1 of this Agreement: \$10 per month.

Year 2 of this Agreement: \$100 per month.

Year 3 of this Agreement: \$150 per month.

Year 4 of this Agreement: \$250 per month.

Year 5 of this Agreement: \$400 per month.

Monthly lease fees for years subsequent to Year 5 shall increase each July 1 following Year 5 at a flat, non-compounded rate of 2% annually, for a total increase of forty (40%) percent over the Term.

**5.2. *Filing of Financials.*** BRISNET shall file with the Secretary of the Authority, not less often than once annually, a statement setting forth its general financial condition with regard to its operations of the System in the context of the larger financial condition of the firm. The Parties believe that this information is and would be confidential under the Virginia Freedom of Information Act, including but not limited to Section 2.2-3705.6(19) of the Code of Virginia, 1950, as amended. The Authority agrees to exercise this exclusion with respect to such documents to the maximum extent permitted by law. In the event that this exemption is removed by action of the General Assembly, or is held by a decision of the Supreme Court of Virginia, or is opined not to apply in this situation by a lawful opinion of the Attorney General of Virginia or the Virginia Freedom of Information Advisory Council or successor body, this requirement shall no longer apply; provided, however, that the Parties shall negotiate, in good faith, to achieve the manifest goal of this section of collaboratively exchanging financial information on BRISNET's activities under this Agreement to ensure the long-term financial viability of their partnership.

**5.3. *Customer Service.*** The goal of the Parties is to provide service to all persons desiring it at fair, reasonable, and uniform pricing.

**5.3.1. *Non-Discrimination.*** BRISNET shall provide service on a non-discriminatory basis to any business or resident in Franklin County that requests it without regard to race, sex, religion, alienage, disability status, age, or other reason prohibited by law. Service shall only be denied for a valid reason due to (i) capacity, (ii) coverage, (iii) limitations of current technology or deployed equipment, or (iv) any other reasonable and legitimate business reason not in conflict with the foregoing. If a request for service is made by a residence or business and service is not available, BRISNET shall notify the Authority, indicate what would be needed to provide service to the customer, and work with the Authority to find a solution to expand coverage to the requested area.

**5.3.2. *Quarterly Reports.*** BRISNET shall provide the Authority a **quarterly** report describing the customer base in Franklin County and demonstrating that broadband availability is being expanded into the County. Coverage areas,

available services, new buildout activity, and customer success stories demonstrating the impact of the project are strongly encouraged. A list of customer complaints and their resolution status shall also be provided. Customer lists, however, should not be provided unless specifically requested; aggregated data is sufficient.

**5.3.3. Complaints.** Customer service complaints should be resolved as soon as practicable. Excessive legitimate complaints from customers regarding BRISNET's service sent to the Authority will be considered a failure to meet performance criteria. For purposes of this Agreement "excessive" means a number of legitimate complaints that is more than 20% above industry standards for rural fixed wireless internet service providers. The Authority shall take the following steps to work with BRISNET and resolve complaints before determining that complaints are excessive. After the Authority works with BRISNET by following the steps below, the Authority shall have sole discretion in deciding whether issues have been resolved to the satisfaction of the Authority:

- a) The Authority will forward all complaints it receives to BRISNET, and provide BRISNET's customer service contact information to any person from whom it receives a complaint.
- b) If complaints are excessive, both parties shall meet at the Authority Offices or another mutually agreed upon location.
- c) At the meeting BRISNET will provide a report by which to determine whether complaints involve any common factors capable of adequate resolution.
- d) BRISNET shall then have a reasonable time thereafter to resolve such common factors and report to the Authority on the resolution.
- e) Failure to resolve such common factors in a manner that is calculated to reduce the number of complaints in compliance with this Agreement shall be a default.

**5.4. Maintenance; Conveyance of Microwave and Fiber Backhaul Systems to BRISNET.** Maintenance of Towers is the responsibility of the Authority; maintenance of all other equipment owned and utilized by BRISNET to deliver the wireless internet services contemplated by this Agreement is the responsibility of BRISNET. The Authority agrees to convey to BRISNET, without additional consideration, as soon as installed and ready for operation, the fiber and microwave backhaul systems contemplated to be constructed under the Development Agreement. Such conveyance shall include the assignment of rights under any pole attachment agreements regarding the fiber components from the Authority or from Franklin County, Virginia, to BRISNET and the execution of any other transfer documents, bills of sale, use agreements, and any other documents necessary to give BRISNET full and unencumbered ownership and use of the fiber and microwave backhaul systems. Any delay by the Authority in the performance of its

obligations under this paragraph that causes a delay in performance of this Agreement by BRISNET shall excuse such delay by BRISNET for a period of time equal to the period of the delay by the Authority.

**5.5. *BRISNET's Right of Access.*** Subject to such reasonable security-related rules and regulations as the Authority shall from time-to-time promulgate notifying BRISNET in writing thirty (30) days in advance of the effective date, BRISNET and BRISNET's employees, representatives, contractors and subcontractors shall have the right of 24-hour, 7-day-a-week access to the premises for the purposes of installing, inspecting, maintaining, operating, repairing, or removing equipment and facilities used by BRISNET in connection with its operations. BRISNET shall give reasonable advance notice to the Authority, or to the company hired by the Authority to manage the Tower sites (the name and contact of which shall be provided to BRISNET), when BRISNET needs access to a site, if practicable, and BRISNET shall provide a timeframe for access, as soon as practical and in the interest of security, but within 24 hours of the request, except in case of emergency. In the event of an emergency BRISNET shall give prior notice to the Authority or manager, if possible, or within a reasonable time thereafter. Only those employees, representatives, contractors, and subcontractors of BRISNET of which the Authority or manager has been informed in writing will be allowed access to the sites. The Authority has the option of assigning a representative to be present at all times when BRISNET is present at a site. The Authority may establish additional or more or less stringent access requirements by written notification to BRISNET. However, in no event shall BRISNET be unreasonably denied access to the site.

**5.6. *Duty to Replace Equipment in the Event of Damage or Destruction.*** In the event of the damage or destruction of any piece of Equipment, BRISNET shall repair or replace such equipment within a reasonable time following such damage or destruction. In the event such damage or destruction results in a claim on insurance made under Section 6.2.2.e of this Agreement, BRISNET shall use all funds recovered on such claim for the purpose of replacement or improvement of such equipment.

**5.7. *Replacement.*** Choice of wireless communications equipment and its replacement schedule is the responsibility of BRISNET. BRISNET has the responsibility, consistent with the other obligations of this Agreement, to replace equipment that is superannuated, technologically obsolescent, or has become unreliable due to passage of time or wear and tear consistent with acceptable practice for rural fixed wireless internet service providers.

**5.8. *Exclusive Provider.*** The Authority agrees that BRISNET's Equipment will be deployed on the top position of each new tower anticipated to be constructed by this Agreement and the Authority will not allow any other carriers of fixed broadband not already deployed or with legal right (e.g., a lease) to deploy on such towers to lease or deploy on any such position for the term of this Agreement unless BRISNET waives, in writing, such right. For purposes of this paragraph, the top space shall be deemed to mean that space on each tower having a RAD center of 190' with a total lease space of 180' to 195'. BRISNET shall also have unlimited structural loading at its RAD center to accommodate future technology improvements and network expansion, without further permission required by the Authority. The Authority further agrees that it will not enter any new lease to any

other wireless internet service provider (WISP) any position on the 12 towers on which BRISCNET places its Equipment for a period of eighteen (18) months from the date of the first deployment of BRISCNET Equipment on any of such towers. The Authority agrees that money damages may not be sufficient to compensate BRISCNET in any instance of default of this section 5.8 and agrees that BRISCNET may pursue equitable remedies therefor, including enjoining such leasing.

**5.9. VATI.** Operations and delivery of service by BRISCNET shall meet or exceed VATI requirements and shall comply with all provisions of the grants administration contract between the Authority and the Department of Housing and Community Development Virginia Telecommunications Initiative (VATI) program. Such requirements are incorporated herein by reference and expressly reimposed on BRISCNET as the Authority's private partner in this public-private partnership.

**6. Public Procurement Act.** BRISCNET agrees to comply with the following mandatory Public Procurement Act provisions:

**6.1. Required Terms & Conditions.** The provisions of this section apply at any site where performance of work in connection with this specific Agreement is done. Notwithstanding, if any change in the following Virginia Code sections eliminates, modifies, or adds to any of the obligations specifically set forth herein, the eliminated obligations will no longer apply and the modified obligations will apply in lieu of those specifically set forth that are modified by such changes in the law.

**6.1.1. Non-Discrimination.** BRISCNET agrees that it will (Va. Code § 2.2-4311):

- a) Not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by local, state, or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of BRISCNET's business;
- b) Post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause;
- c) State that it is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of SCS to perform services under this Agreement. All notices, advertisements, and solicitation placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section; and
- d) Will include the provisions of the foregoing subparagraphs in every subcontract or purchase order exceeding \$10,000 issued by BRISCNET in order to fulfill its obligations under this Agreement, so that the provisions will be binding on each subcontractor or subvendor.

**6.1.2. Drug-Free Workplace.** BRISCNET agrees that it will (Va. Code § 2.2-4312):

- a) Provide a drug-free workplace for its employees;
- b) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specify the actions which will be taken against any employee for a violation;
- c) State in all of its solicitations or advertisements for employees to perform services under this Agreement that BRISCNET maintains a drug-free workplace;
- d) Include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or subvendor.

**6.1.3. Illegal Alien Workers.** BRISCNET agrees not to employ illegal alien workers or otherwise violate the provisions of the Immigration Reform and Control Act of 1986.

**6.2. Insurance Requirements.**

**6.2.1. Liability Coverage.** BRISCNET must take out and maintain during the term of this Agreement such bodily injury, personal liability, and property damage liability insurance necessary to protect it and the Authority from claims for damages arising from personal injury, including death, as well as from claims for property damage, which might arise from BRISCNET's performance of its obligations under this Agreement. Such insurance must be issued by a company admitted to do business in the Commonwealth of Virginia and with at least an AM Best rating of A-. Within 10 days after issuance of the Notice to Proceed under this Agreement, and in no event later than the first day on which BRISCNET begins its performance, BRISCNET must provide the Authority with a certificate of insurance showing such insurance to be in force and providing that the insurer must give the Authority at least 30 days' notice prior to cancellation or other termination of or reduction in such insurance. BRISCNET will be deemed in compliance with this section 6.2.1, so long as it maintains the insurance required by the following section 6.2.2.

(i) *Insurance.* BRISCNET shall maintain the following insurance to protect it from claims that could arise from performance of this Agreement, including claims under the Workers' Compensation Act; (ii) for personal injury, including death; and (iii) for damage to property, regardless of whether such claims arise out of BRISCNET's actions or inactions, or those of BRISCNET's subcontractor or other persons directly or indirectly employed by either of them:

a) Worker's Compensation:

Coverage A: Statutory

Coverage B: \$100,000

b) General Liability:

Per Occurrence: \$1,000,000

Personal/Advertising Injury: \$1,000,000

General Aggregate: \$2,000,000

Products/Completed Operations: \$2,000,000

Aggregate Fire Damage Legal Liability: \$ 100,000

c) Automobile Liability:

Combined Single Limit: \$1,000,000

d) Professional Liability:

Per Occurrence: \$1,000,000

General Aggregate: \$1,000,000

e) *Insurance on Equipment.* BRISCNET shall maintain insurance on its Equipment in an amount at least equal to its present depreciated value, which amount, however, shall not be less than 100% of the replacement cost of the Equipment.

**6.3. Registration to Transact Business** (Va. Code § 2.2-4311.2). BRISCNET warrants and certifies that it is authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, 1950, as amended, or as otherwise required by law. BRISCNET will not allow its corporate existence to lapse or its certificate of authority or registration to do business in the Commonwealth to be revoked or cancelled at any time during the term of this Agreement. The Authority may void this Agreement if BRISCNET fails to remain in compliance with the provisions of this section.

**6.4. Non-Collusion.**

**6.4.1. Governmental Frauds Act.** Neither BRISCNET's proposal nor this agreement is the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act

of fraud punishable under the Virginia Governmental Frauds Act, §§ 18.2-498.1 *et seq.* of the Code of Virginia, 1950, as amended. Furthermore, BRISCNET understands that fraud and unlawful collusion are crimes and can result in fines, prison sentences, and civil damage awards.

**6.4.2. COIA.** All aspects of BRISCNET's proposal and agreement are in compliance with the applicable provisions of the State and Local Government Conflict of Interests Act, §§ 2.2-3100 *et seq.* of the Code of Virginia, 1950, as amended. Specifically, without limitation, no employee of the Authority or member of employee's immediate family shall have any proscribed personal interest in this Agreement.

**6.4.3. Ethics in Contracting.** BRISCNET's proposal and this Agreement are in accordance with the applicable provisions of the Virginia Public Procurement Act, Art. 6, Ethics in Public Contracting, §§ 2.2-4367 *et seq.* of the Code of Virginia, 1950, as amended, and any other applicable law set forth therein.

## **7. Remedies.**

**7.1. Right of Authority to Terminate Agreement upon Bankruptcy or Insolvency of BRISCNET.** In the event BRISCNET becomes bankrupt, either voluntarily or involuntarily, or if a receiver is appointed for it, or if it executes any bill of sale, deed of trust, or general assignment for the benefit of creditors in lieu of foreclosure, or become critically insolvent, in the sole judgment of the Authority, the Authority may terminate this Agreement, giving BRISCNET reasonable time to remove its Equipment from the Towers.

**7.2. Right of Authority to Make Payments.** In the event BRISCNET intends to default on any payment to any creditor who has or may have a lien on the Equipment, it shall give notice to the Authority at the same time as it gives notice to the creditor. The Authority has the right to advance such sums as may be necessary to make payments on behalf of BRISCNET under any lien, credit, subordination, or other agreement relating to the Equipment, including any taxes, insurance proceeds, replacements, or repairs to the Equipment, or to ensure the performance of any of the covenants included in such credit agreement or lien, which sums shall become a lien on the Equipment in favor of the Authority. All such advances may be evidenced by the Authority by a memorandum of lien, and shall bear interest from the date of payment thereof at the lawful judgment interest rate in the Commonwealth of Virginia.

**7.3. Termination for Cause.**

**7.3.1.** If BRISCNET should fail to perform any of its material obligations under this Agreement, or otherwise be in material violation of any provision of this Agreement, then BRISCNET shall be in default of the Agreement.

**7.3.2.** The Authority will give BRISCNET prompt written notice of any default and allow thirty (30) days during which BRISCNET may rectify the basis for the notice of default. If the default is not one that is rectifiable within thirty (30) days, but is rectifiable within a reasonable period of time, BRISCNET shall have such

additional time to cure as is necessary, so long as it commences such cure within thirty (30) days and diligently pursues the same. If the default is rectified to the reasonable satisfaction of the Authority within such period of time, the Authority shall rescind its notice of default. If not, the Authority may terminate this Agreement for cause by providing written notice of termination to BRISNET. Without limiting any other remedy available to customers or the Authority, BRISNET shall not charge customers, or shall abate all charges to customers, if any such default prevents it from providing service to such customers for more than twenty-four (24) consecutive hours, for the period of actual failure of service.

**7.3.3.** Termination of this Agreement under this Section is in addition to and without prejudice to any other right or remedy of the Authority. Any actions by the Authority permitted herein shall not be deemed a waiver of any other right or remedy of the Authority under this Agreement or under the law. The provisions of this Section shall survive termination of this Agreement.

**8. Delays or Interruptions in Service Caused by Authority.** To the extent that any delays, disruptions, or interruptions in BRISNET's provision of wireless internet services to customers are caused by the acts, or failures to act, of the Authority, the Authority shall pay to BRISNET any and all amounts that BRISNET was unable to charge customers, or had to abate customers, in compliance with the provisions of Section 7.3.2, above. Such acts, or failures to act, will include, but not be limited to, the refusal or failure of the Authority or Franklin County, Virginia, to provide services through infrastructure or facilities owned by the Authority or by Franklin County, Virginia, without charges in addition to those set forth in the Agreement, necessary to allow BRISNET to provide data and/or signal services to its customers, unless such acts or failures to act are for good cause or are beyond the control of the Authority or of Franklin County, Virginia, as the case may be. Any such payments must be paid within thirty (30) days of demand from BRISNET to the Authority.

**9. Miscellaneous.**

**9.1. Integration.** This Agreement, including the exhibits hereto, constitutes the full and complete agreement of the Parties respecting its subject matter, and any prior or contemporaneous agreements or understandings, written or oral, are hereby merged into and superseded by the provisions of this Agreement. This Agreement may only be amended or supplemented by a subsequent writing of equal dignity except where expressly set forth herein. This Agreement may not be assigned by a Party without the prior written consent of the other Party.

**9.2. Assignment.** BRISNET may assign its interests, rights, and obligations under this Agreement, in whole and not in part, to a subsidiary or a person or entity under common ownership or control with BRISNET without need of consent from the Authority; provided, however, that BRISNET shall provide the Authority notice of the assignment not later than the date on which it occurs. BRISNET may assign its interests, rights, and obligations under this Agreement, in whole or in part, to any person or entity with the financial ability and technical expertise to exercise its rights and meet its obligations under

this Agreement, with the consent of the Authority. BRISCNET shall request the consent not later than 21 days prior to closing, together with sufficient information for the Authority to assess the proposed assignee's financial ability and technical expertise to exercise its rights and meet its obligations under the assignment, which shall be the sole considerations the Authority shall take into account in giving its consent. Such consent shall not be unreasonably withheld, conditioned, or delayed.

**9.3. Notices.** Notices may be given to:

**If to Authority:**

Franklin County Broadband Authority  
Attn: Steven Sandy  
1255 Franklin St., Suite 112  
Rocky Mount, Virginia 24151

**If to BRISCNET:**

Blue Ridge Internet Service Company, LLC  
Attn: Anthony Smith  
1125 1<sup>st</sup> Street  
Roanoke, Virginia 22922

Either Party may amend addresses it has set forth in this paragraph by sending notice to the other Party as set forth in this paragraph, notwithstanding the provisions of section 8.1.

**9.4. No Covenants of Officials.** No covenant, agreement or obligation contained in this Agreement shall be deemed to be a covenant, agreement or obligation of any present or future director, officer, employee, council member, supervisor or agent of the Authority in his or her individual capacity, and neither Authority officials nor any officer, employee, council member, supervisor or agent thereof executing this Agreement or any related instrument shall be liable personally on this Agreement or such instrument or be subject to any personal liability or accountability by reason of the execution and delivery thereof. No director, officer, employee, council member, supervisor or agent of the Authority shall incur any personal liability with respect to any other action taken by him or her pursuant to this Agreement or any of the transactions contemplated hereby, provided he or she acts in good faith.

**9.5. Rule of construction as to dates.** If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the Commonwealth of Virginia, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references in this Agreement to a "day" or "days" shall refer to calendar days and not business days.

**9.6. Choice of law.** This Agreement shall be construed according to the laws of the

Commonwealth of Virginia without regard to its principles of conflicts of laws. The Parties consent to exclusive venue and jurisdiction in the General District Court or Circuit Court for Franklin County, Virginia, and shall not file any suit in any other court.

**9.7. *Drafter & Severability.*** This Agreement has been jointly drafted by the Parties, and is to be construed as jointly drafted and not be construed against either of the Parties as the drafter. This Agreement is severable, and if any provision is found to be invalid by any court of competent jurisdiction, the remainder shall survive. The section and paragraph headings in this Agreement are for convenience of reference only and do not modify or restrict any provisions hereof and shall not be used to construe any provisions of this Agreement.

**9.8. *Covenant of authority.*** All Parties warrant that the signatories below have full authority, and have undertaken such legal actions as may be necessary to ensure such authority, to bind the entities of which they are representatives to the full extent permitted by law. This Agreement may be executed by facsimile, electronic or original signature of the Parties and in counterparts which, assuming no modification or alteration, shall constitute an original and when taken together, shall constitute one and the same instrument.

**9.9. *Time of the essence.*** Time is of the essence of all obligations set forth herein for which a time is stated.

**9.10. *Waiver.*** The failure of either Party to this Agreement to insist upon strict compliance with any term herein shall not be construed to be a waiver of that requirement.

**IN WITNESS WHEREOF, the Parties affix their signatures below:**

## MARKETING AGREEMENT FOR VERTICAL ASSETS

THIS AGREEMENT ("Agreement") is entered as of the \_\_\_ day of \_\_\_\_\_, 2020, by and between the Franklin County Broadband Authority, a political subdivision of the Commonwealth of Virginia (the "Authority" or "Owner") and Blue Ridge Towers, Inc., a Virginia corporation ("Contractor"; each a "Party" and collectively the "Parties"). For their Agreement, the Parties state:

A. The Owner owns several telecommunications towers (the "Facilities") which have opportunities for collocation of additional tenants, and on which it desires to earn ancillary revenues while increasing availability of wireless services to the residents of Franklin County.

B. Owner and Contractor wish to enter into an Agreement by which Owner will provide Contractor with the exclusive right to market collocation opportunities on certain Owner-owned properties listed on Exhibit A, attached hereto (the "Sites"). Any such leasing is contingent, however, on the Owner granting a Lease (as defined in § 8 hereof) to occupy the Owner-owned property and all necessary zoning approvals. Both the granting of a Lease on public property and the approval of certain zoning actions are legislative acts, which the Owner cannot commit in advance to take.

C. Except as expressly set forth herein, the Parties do not intend to create an exclusive relationship with respect to other marketing, construction, or wireless activities in the County.

Now, therefore, in consideration of the foregoing premises and the mutual promises hereinafter set forth, the Parties agree:

1. *Agreement to Market.* The Contractor may market the Owner-owned Sites listed on Exhibit A to Approved Carriers (as defined in § 8 hereof) for attachment of such Approved Carriers' equipment. The Owner and Contractor agree that Contractor shall render its services, including but not limited to identifying, contacting, and screening wireless communication companies or business entities whose operations would benefit from utilizing one or more Sites for the installation, utilization, operation, and/or maintenance of radio, wireless, and/or satellite communications transmission and receiving antennas, towers and/or equipment in order to use said Site or Sites for radio, wireless, and/or satellite communications transmitting and/or receiving location. The Owner hereby grants Contractor the exclusive right and authority to act for the purpose of marketing each Site to procure Approved Carriers to enter into leasing agreements with the Owner for collocation at the Sites.

2. *Term of the Agreement.* The Term of this Agreement is 5 years with four (4) successive automatic five (5) year renewals, unless notice is given as stated below. In the event that the Parties agree to extend the term of this Agreement, an amendment to this Agreement confirming the extension of the Term shall be executed and delivered. Termination of this Agreement shall not terminate any payments already due and payable under the terms of this Agreement.

3. *Services.* Contractor shall market the Sites for the collocation of telecommunication facilities on the existing wireless telecommunications towers on those sites and placement of equipment in equipment enclosures. Leases for space on the Sites shall be directly between the County and Carriers, and all lease fees and rentals for the Sites shall be paid directly from Carriers to the County. As compensation for Contractor's marketing and other services described herein, Contractor shall receive a marketing fee ("Marketing Fee") for each collocation lease for space on the Sites (the "Marketing Fee") for which Contractor was the primary procuring party, or any sale of a Site for which Contractor was the primary

procuring party, as follows. For the initial term of any such lease, the Marketing Fee shall be an amount equal to twenty-five percent (25%) of all gross lease fees or rentals paid to, and received by, Owner from any Carriers that have entered into leases with Owner for space on the Sites. In addition, Contractor shall receive an amount equal to fifteen percent (15%) of all gross lease fees or rentals paid to, and received by, Owner from any Carriers that have entered into leases with Owner for space on the Sites during any extension term of such lease, beyond the initial term. Further, should Contractor's marketing efforts result in a sale of any Site by Owner, Contractor shall be compensated the amount of twenty-five percent (25%) of the gross sales price, at closing, of any Sites sold by the Owner to any buyer. Revenues from collocation leases and sales will be deemed to include revenue from collocation leases entered into, or sales closed, subsequent to the termination of this Agreement with any persons or entities with whom or with which Contractor has engaged in discussions about such collocation or sale prior to termination of this Agreement.

a. *Commercially Reasonable Efforts Required.* Contractor will exercise commercially reasonable efforts to market and lease collocation opportunities at the Sites so as to maximize revenue to itself and the Authority under such leases.

b. *Sole Compensation.* Contractor's sole compensation for its services, from any source, shall be the Marketing Fee set forth in this section.

4. *Terms of Compensation.* Compensation under leases will generally be paid directly to the Owner. Owner shall remit payment not later than 30 days from receipt from the Lessee.

5. *Leases for Collocation.* The Contractor shall communicate all offers to the Owner upon receipt of an expression of interest. The Contractor shall be responsible to communicate with the Owner and represent its interests, is responsible for the course of the financial negotiation of the terms of leases for Sites, and shall make a recommendation to the Owner on whether and under what terms to enter the final lease. The Contractor shall coordinate with the Franklin County Attorney on the negotiation of the Lease, and all lease terms must be satisfactory to the Franklin County Attorney. The final decision whether to enter any lease is in the legislative discretion of the Owner.

6. *Enforcement & Eviction.* Enforcement of leases shall be the responsibility of the Owner. The Owner shall have authority and responsibility to enforce the terms of any Lease or to evict any tenant in accordance with law and terms of the applicable lease. Notwithstanding this responsibility of the Owner, the Contractor agrees to cooperate with the Owner in order to bring and/or provide such documentation as it may have in its possession and such witnesses as it may have under its control for the purpose of any such enforcement action, so long as the cost of doing so is not unreasonable.

7. *Miscellaneous Provisions.*

a. *Non-discrimination.* The Contractor agrees that it will:

- i. Provide a drug-free workplace for its employees;
- ii. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specify the action which will be taken against any employee for a violation;

- iii. State in all of its solicitations or advertisements for employees to perform services under this Agreement that Contractor maintains a drug-free workplace; and
    - iv. Include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or subvendor.
  - b. *Illegal Alien Workers.* Contractor agrees not to employ illegal alien workers or otherwise violate the provisions of the Immigration Reform and Control Act of 1986.
  - c. *Registration to Transact Business.* Contractor warrants and certifies that it is authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950, as amended), or as otherwise required by law. Contractor will not allow its corporate existence to lapse or its certificate of authority or registration to do business in the Commonwealth to be revoked or cancelled at any time during the term of this Agreement. The Owner may void this Agreement if Contractor fails to remain in compliance with the provisions of this section.
  - d. *Non-Collusion.*
    - i. Contractor acknowledges and agrees that nothing in this Agreement is the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Virginia Governmental Frauds Act. Furthermore, Contractor understands that fraud and unlawful collusion are crimes and can result in fines, prison sentences, and civil damage awards.
    - ii. Contractor acknowledges and agrees that all aspects of this Agreement are in compliance with the applicable provisions of the State and Local Government Conflict of Interests Act. Specifically, without limitation, no employee of the Owner or member of employee's immediate family shall have any proscribed personal interest in this Agreement.
    - iii. Contractor acknowledges and agrees that all aspects of this Agreement are in accordance with the applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting provisions and any other applicable law set forth therein.
  - e. *Integration.* This Agreement, including the exhibits hereto, constitutes the full and complete agreement of the Parties respecting its subject matter, and any prior or contemporaneous agreements or understandings, written or oral, are hereby merged into and superseded by the provisions of this Agreement.
  - f. *Assignment.* This Agreement may not be assigned without the prior written consent of the Owner which shall not be unreasonably withheld.
  - g. *Notices:* Notices may be given to:

- i. If to the Owner:
- ii. If to the Contractor:
- h. *Choice of Law.* This Agreement shall be construed according to the laws of the Commonwealth of Virginia without regard to its principles of conflicts of laws. The Parties consent to exclusive venue and jurisdiction in the General District Court or Circuit Court for Franklin County, Virginia, and shall not file any suit in any other court.
- i. *Drafter & Severability.* This Agreement has been jointly drafted by the Parties, and is to be construed as jointly drafted and not to be construed against either of the Parties as the drafter. This Agreement is severable, and if any provision is found to be invalid by any court of competent jurisdiction, the remainder shall survive. The section and paragraph headings in this Agreement are for convenience of reference only and do not modify or restrict any provision hereof and shall not be used to construe any provisions of this Agreement.
- j. *Covenant of authority.* All Parties warrant that the signatories below have full authority, and have undertaken such legal actions as may be necessary to ensure such authority, to bind the entities of which they are representatives to the full extent permitted by law. This Agreement may be executed by facsimile, electronic or original signature of the Parties and in counterparts which, assuming no modifications or alterations, shall constitute an original and when taken together, shall constitute one and the same instrument.

8. *Definitions.*

- a. *Approved Carriers* shall mean any telecommunications company lawful authorized to operate and which are subject to any and all telecommunications statutory and regulatory requirements of the Federal Communications Commission.
- b. *Lease* shall mean an agreement between an Approved Provider and Franklin County for the placement of telecommunications equipment at County Sites for an agreed upon monthly or annual fee.

**IN WITNESS WHEREOF**, the Parties affix their signatures below:

FRANKLIN COUNTY BROADBAND AUTHORITY

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By:

Its: Chair

Approved as to legal form:

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Authority Counsel

BLUE RIDGE TOWERS, INC.

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By:

Its:

DRAFT



# Franklin County

*A Natural Setting for Opportunity*

## **M E M O R A N D U M**

**TO:** All Members of the Franklin County Board of Supervisors

**FROM:** Madeline L. Sefcik, Clerk

**REF:** Monthly Reports

This section of the folder is reserved for the various reports that are submitted on a monthly basis. The reports included are as follows:

1. Sheriff's Department Monthly Report
2. Treasurer's Monthly Report
3. Finance Monthly Report
4. Library Monthly Report
5. Parks and Recreation Monthly Report
6. Social Services Monthly Report
7. Building Inspector's Monthly Report
8. Animal Control Monthly Report



**Office of the Sheriff**  
**County of Franklin, Virginia – May/April 2020**

<b>ACTIVITY</b>	<b>MAY</b>	<b>APRIL</b>
9-1-1 Calls	2,353	1,863
Calls for Service	2,622	3,055
Average Response	7:04	3:56
Administrative Calls	3,985	3,681
Reportable Offenses	219	188
Criminal Arrest	97	54
Felony Warrants	30	34
Misdemeanor Warrants	74	58
DUI/DUID Arrests	6	2
Traffic Summons	12	17
Radar Summons	1	2
Traffic Warnings	0	0
Hours In Court	18:44	4:36
Hrs. School Security Checks	15:33	43:28
Business Checks	225	828
Training Hours	98	227
Extra Duty Hours	285	763.25
Funerals	10	6
Concealed Weapon Permits	130	80
Scrap Metal Permits	0	0
Emergency Custody Orders	18	12
Temporary Custody Orders	11	4
Civil Papers Served	1,663	1,947
Transports	21	12
Average Local Inmate Count	45	43
Average WVRJ Inmate Count	173	166
Miles Driven	69,536	81,420

*W. Q. "Bill" Overton, Jr., Sheriff*

**Franklin County  
Treasurer's Report  
May 31, 2020**

Cash in Office	\$ 2,260.00	
Borrowing Proceeds Held by Trustee	16,980,103.38	
Primary County Checking Account	14,630,255.46	
Money Market Acct	32,046,234.47	
Other Checking, Savings Accounts	816,033.11	
	<u>\$ 64,474,886.42</u>	
<b>General Fund Cash Balance</b>		<b>\$ 31,143,739.04</b>
<b>Designated Funds:</b>		
Federal Asset Forfeiture Fund		138,703.37
Courthouse Maintenance Fund		248,863.71
School Fund		(26,111.43)
School Construction Fund		431,802.17
E911 Fund		981,411.87
Law Library		153,828.35
Capital Fund		11,079,156.77
Capital Fund Borrowing Proceeds		16,980,103.38
County Debt Service Fund		3,076,647.64
Utility Fund		216,913.32
Special Welfare Fund		67,927.28
Treasurer State Fund		(1,360.00)
Tourism Initiatives		7,500.00
Payroll Clearing Fund		(514,563.58)
<b>Escrow Accounts:</b>		
Road Funds		0.00
Soil and Erosion Control		486,324.53
Library Endowment Fund		4,000.00
		<u>\$ 64,474,886.42</u>

**Franklin County**  
**Cash Basis Revenue and Expenditure Summaries (Unaudited)**  
**General Fund and School Fund Only**  
**For the Month Ended May 31, 2020**

**REVENUES:**

	<b>Budget and Appropriations Current Year</b>	<b>Actual Year to Date Revenues</b>	<b>Balance To Be Realized</b>	<b>Percent of Budget</b>
General Property Taxes	55095914	57,029,422	1,933,508	103.5%
Other Local Taxes	12220752	11,747,236	(473,516)	96.1%
Permits, Fees and Licenses	395241	447,835	52,594	113.3%
Fines and Forfeitures	43499	35,726	(7,773)	82.1%
Revenue from the use of Money and Property	644790	630,541	(14,249)	97.8%
Charges for Services	2704331	2,843,586	139,255	105.1%
Miscellaneous Revenue	882293	714,239	(168,054)	81.0%
Recovered Costs	603699	517,888	(85,811)	85.8%
Revenue from the Commonwealth	15210154	20,358,397	5,148,243	133.8%
Federal Government	3636872	2,890,054	(746,818)	79.5%
<b>Total</b>	<b>91,437,545</b>	<b>97,214,925</b>	<b>5,777,380</b>	<b>106.3%</b>
Fund Balance/Carryover Funds	3261591	(80,995)		
Transfers	144429	144,429		
<b>Total General Fund</b>	<b>94,843,565</b>	<b>97,278,359</b>		

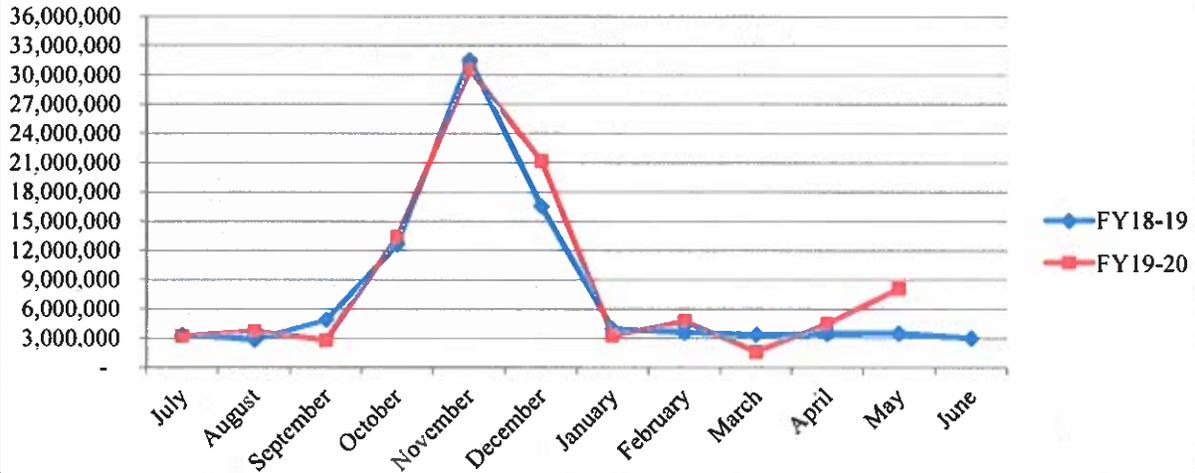
**Schools**

Cafeteria, Misc, State, Federal	53,357,617	46,863,655	(6,493,962)	87.8%
Local Funding from County	34,365,178	31,425,921	(2,939,257)	91.4%
<b>Total School Fund</b>	<b>87,722,795</b>	<b>78,289,576</b>	<b>(9,433,219)</b>	<b>89.2%</b>

**EXPENDITURES:**

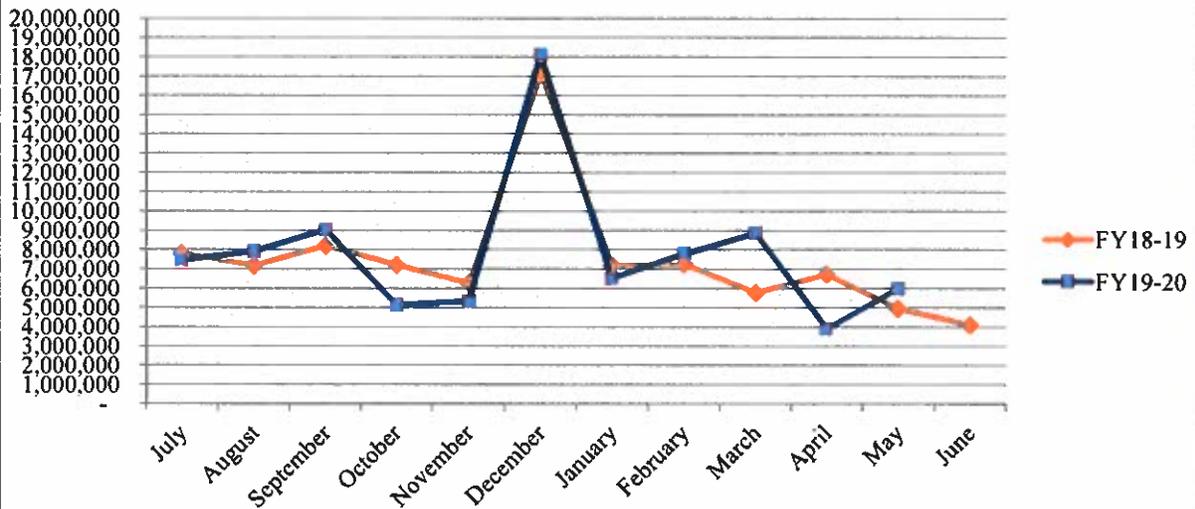
	<b>Budget and Appropriations Current Year</b>	<b>Actual Year to Date Expenditures</b>	<b>Balance Expended</b>	<b>Percent of Budget</b>
General and Financial Administration	5,009,018	4,597,380	411,638	91.8%
Judicial Administration	3,005,327	2,555,108	450,219	85.0%
Public Safety (Sheriff, Corrections, Fire, EMS)	15,144,763	13,385,389	1,759,374	88.4%
Public Works	4,098,231	3,460,311	637,920	84.4%
Health and Welfare	14,446,407	13,787,754	658,653	95.4%
Parks, Recreation, Libraries, Community Colleges	2,312,738	2,002,628	310,110	86.6%
Community Development	3,256,868	2,661,342	595,526	81.7%
Transfers to Schools, Capital, Debt	47,570,213	43,643,304	3,926,909	91.7%
<b>Total General Fund</b>	<b>94,843,565</b>	<b>86,093,216</b>	<b>8,750,349</b>	<b>90.8%</b>
<b>School Fund</b>	<b>87,722,795</b>	<b>80,594,861</b>	<b>7,127,934</b>	<b>91.9%</b>

### Franklin County General Fund Actual Revenues by Month



	<u>FY18-19</u>	<u>FY19-20</u>
<b>Total Revenues Year to Date</b>	<b>\$89,847,624</b>	<b>\$97,278,359</b>

### Franklin County General Fund Actual Expenditures by Month



	<u>FY18-19</u>	<u>FY19-20</u>
<b>Total Expenditures Year to Date</b>	<b>\$85,739,817</b>	<b>\$86,093,216</b>

-6/9/20 Library Board Meeting

Update: I hope this finds you all well and healthy! We are all well at the library but starting to be very tired of all of this as I'm sure you are as well!

I think it has been a good learning experience for us all and I, for one, have learned an important lesson in realizing how much I took for granted before COVID-19. Never again will I assume that I can go anywhere and see anyone I want to without feeling grateful.

-the library has been "busy" ....we have shelf read everything & re-barcoded items on the front cover (for less wear & tear on the items during checkout)

-we will be moving into phase 2 starting in two weeks- both branches will be open to the public on Tuesday(9am-5pm) and Thursday (9am-6pm) beginning June 23<sup>rd</sup>; we are planning and adding signage to get ready for that.

-I've spoken with Chris Whitlow and have said that we will not have any group meetings, programs or story time until the governor declares that we are in Phase 3.

-We have been notified to not spend any unnecessary money and have stopped ordering books, etc. until we find out what our budget will be for this fiscal (20-21) year.

-We have made plans for a summer learning program...it will be one without performers, programs or t-shirts but we do have a plan and we will let you know when it is in play.

-It was brought up by Sarah Ann that we may want to think about a book club kit in Keith's memory...I think that would be nice.

-WFXR will be here to interview me tomorrow morning about the Library's Phase 2....

Alison

No Parks and Recreation update for the  
month of May

				FY19-20 COUNTY BUDGET ALLOCATION
STATE ALLOCATION	\$2,589,642	\$184,937	\$1,638,527	\$4,532,688
BUDGET LINE	855	849	858	
	STAFF & OPERATIONS BASE	STAFF & OPERATIONS NO LOCAL MATCH	STAFF & OPERATIONS PASS-THRU	
LOCAL MATCH	15.50%		70%	
MONTH				CTY REM BALANCE
JUNE	\$351,266.94	\$14,987.79		\$0.00
JULY	\$345,114.58	\$15,364.80		\$4,187,573.42
AUGUST	\$355,122.35	\$15,148.97		\$3,832,451.07
SEPTEMBER	\$343,441.54	\$15,387.73		\$3,489,009.53
OCTOBER	\$357,662.38	\$15,401.69		\$3,131,347.15
NOVEMBER	\$326,808.22	\$15,334.51		\$2,804,538.93
DECEMBER	\$366,997.63	\$15,334.51		\$2,437,541.30
JANUARY	\$120,228.36	\$15,334.51	\$224,249.58	\$2,093,063.36
FEBRUARY	\$1,800.00	\$15,334.51	\$369,689.37	\$1,721,573.99
MARCH	\$2,658.09	\$15,334.51	\$358,122.25	\$1,360,793.65
APRIL	\$952.30	\$15,334.51	\$349,026.51	\$1,010,814.84
MAY	\$17,589.61	\$16,638.96	\$336,018.93	\$657,206.30
<b>TOTAL EXPENDITURE:</b>	<b>\$2,589,642.00</b>	<b>\$184,937.00</b>	<b>\$1,637,106.64</b>	
<b>REM BALANCE</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,420.36</b>	<b>\$</b>
<b>% REM</b>	<b>0.00%</b>		<b>0.09%</b>	
<b>EXPECTED REIMB</b>	<b>2188247.49</b>		<b>1383355.11</b>	<b>22583396.94</b>

<b>STATE ALLOCATION</b>	<b>\$168,395</b>	<b>\$2,275</b>	<b>\$7,202</b>	<b>\$5,480</b>
<b>BUDGET LINE</b>	<b>804</b>	<b>861</b>	<b>862</b>	<b>873</b>
	<b>AUXILIARY</b>	<b>EDUCATION &amp;</b>	<b>INDEPENDENT</b>	<b>FC APPROVED</b>
	<b>GRANT</b>	<b>TRAINING</b>	<b>LIVING</b>	<b>CHILD WELFARE</b>
		<b>VOUCHERS</b>	<b>PROGRAM</b>	<b>TRAINING</b>
			<b>BASIC GRANT</b>	
<b>LOCAL MATCH</b>	<b>20.00%</b>	<b>0%</b>	<b>0%</b>	<b>59.80</b>
<b>MONTH</b>				
JUNE	\$10,482.00			
JULY	\$10,851.00	\$0.00	\$0.00	\$0.00
AUGUST	\$14,444.00	\$500.00	\$929.84	
SEPTEMBER	\$15,993.00	\$0.00	\$104.95	\$45.85
OCTOBER	\$13,010.00	\$205.00	\$100.00	\$0.00
NOVEMBER	\$15,349.00		\$134.04	
DECEMBER	\$15,092.00	\$581.41	\$90.00	\$201.78
JANUARY	\$13,186.00	\$0.00	\$337.30	\$196.26
FEBRUARY	\$19,068.00		\$109.99	-\$37.86
MARCH	\$14,210.00	\$65.86	\$232.71	\$359.49
APRIL	\$13,071.00		\$821.79	
MAY	\$12,954.00		\$773.90	\$757.58
<b>YTD EXPENDITURES</b>	<b>\$167,710.00</b>	<b>\$1,352.27</b>	<b>\$3,634.52</b>	<b>\$1,523.10</b>
<b>REM BALANCE</b>	<b>\$685.00</b>	<b>\$922.73</b>	<b>\$3,567.73</b>	<b>\$3,956.90</b>
<b>% REM</b>	<b>0.41%</b>	<b>40.56%</b>	<b>49.54%</b>	<b>72.21%</b>

<b>STATE ALLOCATION</b>	<b>\$1,510,974</b>	<b>\$247,844</b>	<b>\$1,646,329</b>	<b>\$54,590</b>	<b>\$2,550</b>
<b>BUDGET LINE</b>	<b>811</b>	<b>817</b>	<b>812</b>	<b>814</b>	<b>864</b>
	<b>ADC IV-E</b>	<b>STATE ADOPTION</b>	<b>IV-E ADOPTION</b>	<b>FOSTERING</b>	<b>FOSTER</b>
	<b>FOSTER CARE</b>	<b>SUBSIDY AND</b>	<b>SUBSIDY AND</b>	<b>FUTURES</b>	<b>PARENT</b>
		<b>SPECIAL SERVICE</b>	<b>NON-RECURRING</b>	<b>STATE</b>	<b>RESPITE</b>
		<b>PAYMENTS</b>	<b>EXPENSES</b>	<b>ADOPTION</b>	<b>CARE</b>
<b>LOCAL MATCH</b>	<b>0.00%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0.00</b>
<b>MONTH</b>					
JUNE	\$40,898.15	\$20,607.71	\$119,324.00	\$6,005.00	\$0.00
JULY	\$150,009.97	\$20,607.71	\$126,166.97	\$5,047.00	\$0.00
AUGUST	\$101,913.00	\$20,607.71	\$132,054.85	\$721.00	\$148.93
SEPTEMBER	\$26,965.99	\$20,760.71	\$133,565.63	\$5,230.39	\$94.20
OCTOBER	\$254,831.87	\$20,760.71	\$137,803.82	\$6,259.25	\$159.00
NOVEMBER	\$77,007.33	\$20,760.71	\$138,901.90	\$4,363.45	\$0.00
DECEMBER	\$90,704.44	\$20,760.71	\$137,032.58	\$3,914.58	\$153.99
JANUARY	\$84,917.42	\$20,760.71	\$140,959.20	\$4,659.23	
FEBRUARY	\$80,838.05	\$20,760.71	\$146,597.27	\$3,250.88	\$37.86
MARCH	\$69,620.01	\$20,475.71	\$138,084.63	\$2,868.16	\$432.48
APRIL	\$53,763.19	\$20,475.71	\$149,978.29	\$2,163.00	
MAY	\$82,655.92	\$20,475.71	\$141,866.67	\$2,374.91	
<b>TD EXPENDITURES</b>	<b>\$1,114,125.34</b>	<b>\$247,814.52</b>	<b>\$1,642,335.81</b>	<b>\$46,856.85</b>	<b>\$1,026.46</b>
<b>REM BALANCE</b>	<b>\$396,848.66</b>	<b>\$29.48</b>	<b>\$3,993.19</b>	<b>\$7,733.15</b>	<b>\$1,523.54</b>
<b>% REM</b>	<b>26.26%</b>	<b>0.01%</b>	<b>0.24%</b>	<b>14.17%</b>	<b>59.75%</b>
<b>EXPECTED REIMB</b>					

<b>STATE ALLOCATION</b>	<b>\$157,069</b>	<b>\$7,169</b>	<b>\$34,500</b>	<b>\$6,978</b>	<b>\$9,814</b>
<b>BUDGET LINE</b>	<b>872</b>	<b>895</b>	<b>833</b>	<b>829</b>	<b>830</b>
	<b>VIEW PURCHASE</b>	<b>ADULT</b>	<b>ADULT SERVICES</b>	<b>FAMILY</b>	<b>CHILD WELFARE</b>
	<b>SERVICES</b>	<b>PROTECTIVE</b>		<b>PRESERVATION</b>	<b>SUBSTANCE</b>
		<b>SERVICES</b>		<b>(SSBG)</b>	<b>ABUSE AND</b>
					<b>SUPP SERVICES</b>
<b>LOCAL MATCH</b>	<b>15.50%</b>	<b>16%</b>	<b>20%</b>	<b>15.50</b>	<b>15.50</b>
<b>MONTH</b>					
JUNE	\$1,560.74	\$1,298.91	\$3,027.96		\$674.00
JULY	\$8,461.40	\$247.84	\$1,968.16	\$122.71	\$1,012.00
AUGUST	\$15,621.39	\$503.03	\$2,044.16	\$1,205.22	\$766.79
SEPTEMBER	\$407.66	\$425.85	\$2,321.87	\$1,405.50	\$0.00
OCTOBER	\$2,341.47	\$1,150.17	\$1,691.45	\$3,336.67	\$565.80
NOVEMBER	\$2,847.51	\$928.59	\$1,722.14	\$19.53	\$1,625.00
DECEMBER	\$6,772.43	\$141.43	\$2,202.78	\$11.11	\$488.00
JANUARY	\$1,239.96	\$483.05	\$3,494.82		\$268.84
FEBRUARY	\$5,102.38	-\$65.00	\$2,115.07	\$60.29	\$1,555.00
MARCH	\$9,283.13	\$686.05	\$1,763.83	\$60.26	\$1,104.00
APRIL	\$8,142.57	\$919.00	\$1,504.05	-\$110.00	\$859.00
MAY	\$1,801.59	\$400.00	\$1,841.65	\$853.45	\$893.00
<b>YTD EXPENDITURES</b>	<b>\$63,582.23</b>	<b>\$7,118.92</b>	<b>\$25,697.94</b>	<b>\$6,964.74</b>	<b>\$9,811.43</b>
<b>REM BALANCE</b>	<b>\$93,486.77</b>	<b>\$50.08</b>	<b>\$8,802.06</b>	<b>\$13.26</b>	<b>\$2.57</b>
<b>% REM</b>	<b>59.52%</b>	<b>0.70%</b>	<b>25.51%</b>	<b>0.19%</b>	<b>0.03%</b>
<b>EXPECTED REIMB</b>	<b>53726.98435</b>	<b>6015.4874</b>	<b>21714.7593</b>	<b>5885.2053</b>	<b>8290.65835</b>

<b>PROMOTING SAFE AND STABLE FAMILIES</b>				
<b>STATE ALLOCATION</b>	<b>\$15,134</b>	<b>\$32,799</b>	<b>\$11,973</b>	<b>\$0</b>
<b>BUDGET LINE</b>	<b>86601</b>	<b>86602</b>	<b>86605</b>	<b>86608</b>
	<b>FAMILY SUPPORT</b>	<b>PRESERVATION</b>	<b>REUNIFICATION</b>	<b>FC MONTHLY WORKER VISITS</b>
<b>LOCAL MATCH</b>	<b>15.50%</b>	<b>16%</b>	<b>16%</b>	<b>15.50%</b>
<b>MONTH</b>				
JUNE	\$1,795.93	\$3,710.00	\$450.00	
JULY	\$274.36	\$2,527.03	\$1,092.38	
AUGUST	\$1,093.62	\$328.86	\$600.00	
SEPTEMBER	\$4,404.98	\$2,755.49	\$2,275.47	
OCTOBER	\$657.29	\$1,499.84	\$50.00	
NOVEMBER	-\$205.71	\$1,648.00	\$900.00	
DECEMBER	\$2,379.83	\$947.89	\$25.00	
JANUARY	\$898.74	\$900.00	\$0.00	
FEBRUARY	\$519.00	\$1,510.00		
MARCH		\$2,880.01		
APRIL	\$849.36	\$6,089.74	\$0.00	
MAY	\$2,466.54	\$8,001.51	\$4,950.80	
<b>YTD EXPENDITURES</b>	<b>\$15,133.94</b>	<b>\$32,798.37</b>	<b>\$10,343.65</b>	<b>\$0.00</b>
<b>REM BALANCE</b>	<b>\$0.06</b>	<b>\$0.63</b>	<b>\$1,629.35</b>	<b>\$0.00</b>
<b>% REM</b>	<b>0.00%</b>	<b>0.00%</b>	<b>13.61%</b>	<b>#DIV/0!</b>
<b>EXPECTED REIMB</b>	<b>\$12,788.18</b>	<b>\$27,714.62</b>	<b>\$8,740.38</b>	<b>\$0.00</b>



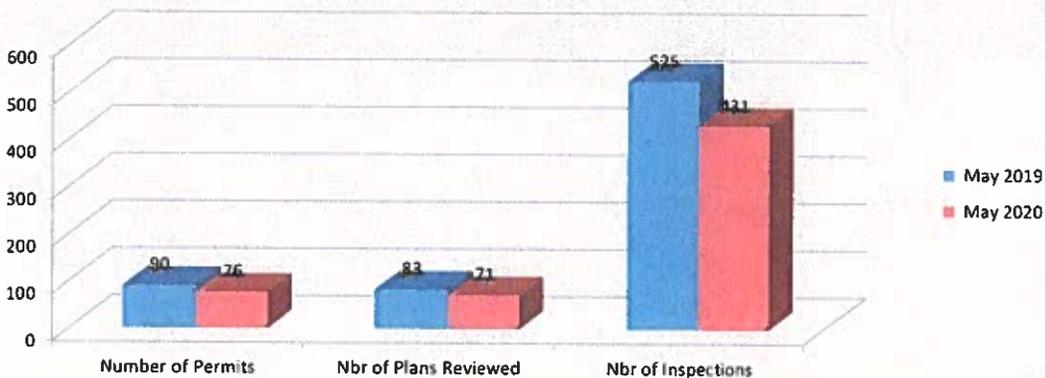
# Franklin County

*A Natural Setting for Opportunity*

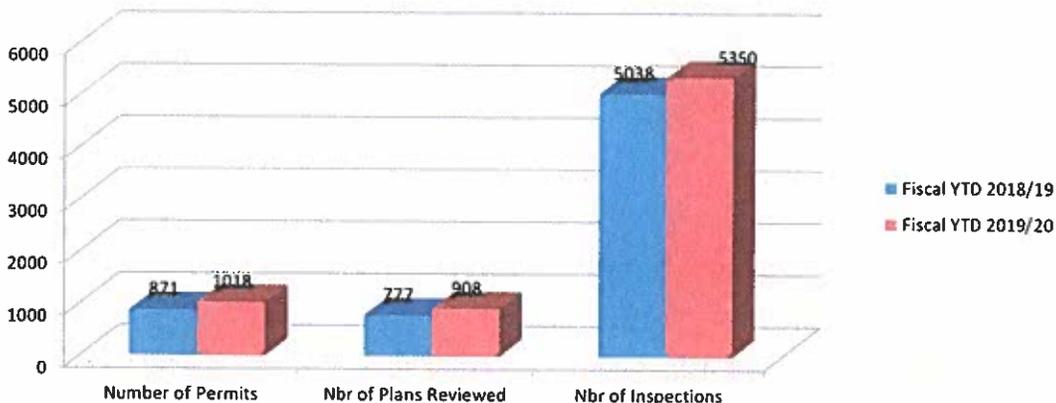
## Building Inspections Department Monthly Report

	May			Fiscal YTD		
	2019	2020	Variances	2019	2020	Variances
Number of Permits	90	76	-16%	871	1018	17%
Value of Permits	\$ 7,199,558	\$ 7,140,714	-1%	\$ 73,882,709	\$ 88,611,159	20%
Nbr of Plans Reviewed	83	71	-14%	777	908	17%
Nbr of Inspections	525	431	-18%	5038	5350	6%
Miles Driven	4,805	5,639	17%	60,828	60,992	0%
Permit Fees Collected	\$ 32,061	\$ 30,937	-4%	\$ 303,599	\$ 329,362	8%

### May Comparisons



### Fiscal YTD Comparisons



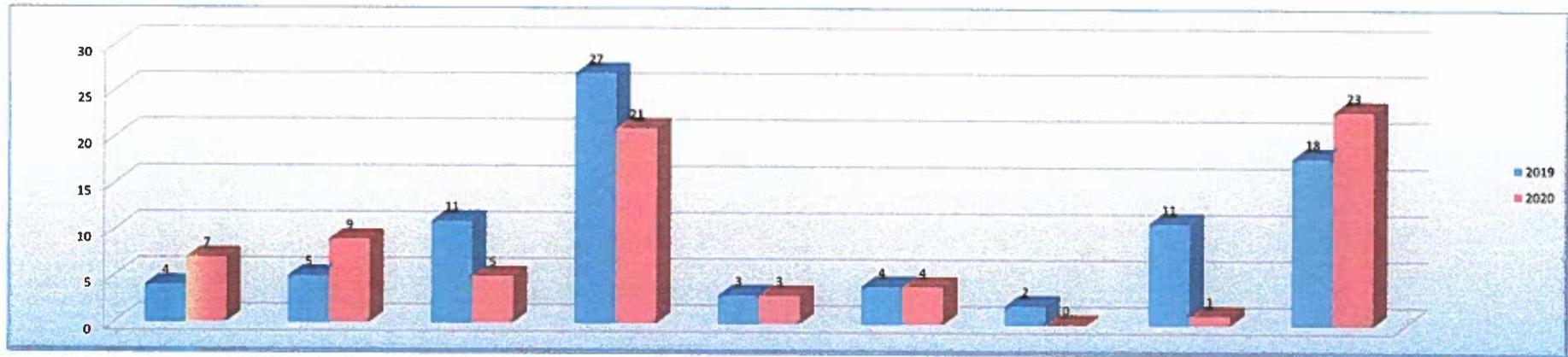
Legend for Details on following pages:

Residential		Non-residential	
New	Single Family, Modular, Two Family, Multi-Family	New	Assembly Building, Business, Factory, Hazardous, Industrial Building, Mercantile, New
Mfg Home	Single & Double Wide Manufactured Homes	Additions / Alterations	Additions, Alterations, Decks
Additions/ Alterations	Additions, Alterations, Decks	Docks	Boat Docks (New, Additions, Alterations)
Docks	Boat Docks (New, Additions, Alterations)	Accessory Bldg	Accessory Building, Storage Building, Utility
Accessory Bldg	Accessory Building, Garage/Carport, Barn, Shed, Storage Building		
Retaining Walls	Retaining Wall		

Miscellaneous	
Demolition	Structures & Storage Tanks
Misc.	Non-residential Retaining Walls, Towers & Antennas, Elevators, Signs

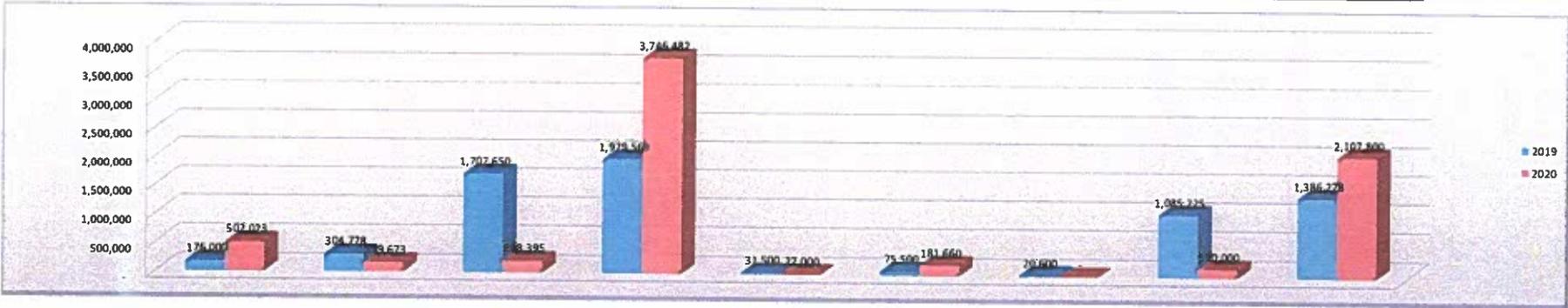
May 2017 - May 2018 -- Building Permit Counts

Permit Types	Blackwater		Blue Ridge		Boone		Gills Creek		Rocky Mount		Snow Creek		Town of Boones Mill		Town of Rocky Mount		Union Hall		Total		Residential	
	May-19	May-20	May-19	May-20	May-19	May-20	May-19	May-20	May-19	May-20	May-19	May-20	May-19	May-20	May-19	May-20	May-19	May-20	2019	2020		
<b>Residential</b>																						
New	0	1	1	0	3	1	3	8	0	0	0	0	0	0	1	0	2	5	10	15	New	
Mfg Home	1	0	2	0	1	0	1	0	0	0	0	2	0	0	0	1	3	1	8	4	Mfg Home	
Additions/ Alterations	1	4	0	1	2	0	11	5	0	2	1	1	0	0	0	0	4	3	19	16	Additions/ Alterations	
Docks	0	0	0	0	0	0	3	2	0	0	0	0	0	0	0	0	2	3	5	5	Docks	
Accessory Bldg	2	0	0	1	2	0	0	0	0	0	0	1	0	0	0	0	0	1	4	3	Accessory Bldg	
Retaining Wall	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	2	2	Retaining Wall	
<b>Non-Residential</b>																						
New	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	New	
Additions/ Alterations	0	0	0	1	1	0	0	0	0	0	0	0	1	0	0	0	1	1	3	2	Additions/ Alterations	
Docks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0	0	0	7	0	Docks	
Accessory Bldg	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Accessory Bldg	
<b>Miscellaneous</b>																						
Demolition	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	2	0	Demolition	
Misc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Misc	
Electrical	0	2	1	4	2	2	4	4	1	1	2	0	1	0	0	0	4	6	15	19	Electrical	
Mechanical	0	0	0	2	0	1	1	1	1	0	0	0	0	0	2	0	1	0	5	4	Mechanical	
Signs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Signs	
Plumbing	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	Plumbing	
Pools	0	0	1	0	0	1	1	0	1	0	0	0	0	0	1	0	1	1	5	2	Pools	
District Totals	4	7	5	9	11	5	27	21	3	3	4	4	2	0	11	1	18	23	85	73	District Totals	
Dist Variance		75%		80%		-55%		-22%		0%		0%		-100%		-91%		28%			-14%	Dist Variance



May 2017 - May 2018 - Building Permit Values

Permit Types	Blackwater		Blue Ridge		Boone		Gills Creek		Rocky Mount		Snow Creek		Town of Boones Mill		Town of Rocky Mount		Union Hall		Total		Residential	
	May-19	May-20	May-19	May-20	May-19	May-20	May-19	May-20	May-19	May-20	May-19	May-20	May-19	May-20	May-19	May-20	May-19	May-20	2019	2020		
New Residential		400,000	236,400	-	1,125,100	160,000	1,085,000	3,529,055							225,000	-	510,000	1,648,040	3,181,500	5,737,095	New Residential	
Mfg Home	51,000	-	39,500	-	38,000	-	66,371	-	-	-	-	162,000	-	-	-	150,000	138,000	4,500	332,871	316,500	Mfg Home	
Additions/Alterations	100,000	73,148	-	8,700	158,500	-	581,273	65,000	-	8,000	50,000	9,660	-	-	-	-	298,678	14,600	1,188,451	179,108	Additions/Alterations	
Docks	-	-	-	-	-	-	-	144,000	105,000	-	-	-	-	-	-	-	79,000	246,300	223,000	351,300	Docks	
Accessory Bldgs	25,000	-	-	23,800	55,500	-	-	-	-	-	-	10,000	-	-	-	-	-	50,000	80,500	83,800	Accessory Bldgs	
Retaining Walls	-	-	-	-	-	-	55,000	-	-	-	-	-	-	-	-	-	-	57,000	55,000	57,000	Retaining Walls	
Non-Residential																					Non-Residential	
New	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	New	
Additions/Alterations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Additions/Alterations	
Docks	-	-	-	75,000	330,000	-	-	-	-	-	-	-	-	20,000	-	784,865	330,000	8,000	1,464,865	83,000	Docks	
Accessory Bldgs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Accessory Bldgs	
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Miscellaneous	
Demolition	-	-	-	-	-	-	200	-	-	-	10,500	-	-	-	-	-	-	-	10,700	-	Demolition	
Misc.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Misc.	
Electrical	-	28,875	28,378	40,825	550	7,545	5,925	39,127	1,000	14,000	15,000	-	600	-	-	-	5,100	79,360	56,553	209,732	Electrical	
Mechanical	-	-	-	11,348	-	850	2,000	6,000	500	-	-	-	-	-	-	25,360	300	-	28,160	18,198	Mechanical	
Signs	-	-	-	-	-	-	-	2,300	-	-	-	-	-	-	-	-	-	-	-	-	Signs	
Plumbing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Plumbing	
Pools	-	-	500	-	40,000	-	39,800	-	30,000	-	-	-	-	-	-	-	-	-	-	2,300	Pools	
District Totals	176,000	502,023	304,778	159,673	1,707,650	208,395	1,979,569	3,746,482	31,500	22,000	75,500	181,660	20,600	-	1,085,225	150,000	1,386,278	2,107,800	6,767,100	7,078,033	District Totals	
Variations		185%		-48%		-88%		89%		-30%		141%		-100%		-86%		52%			5%	Variations



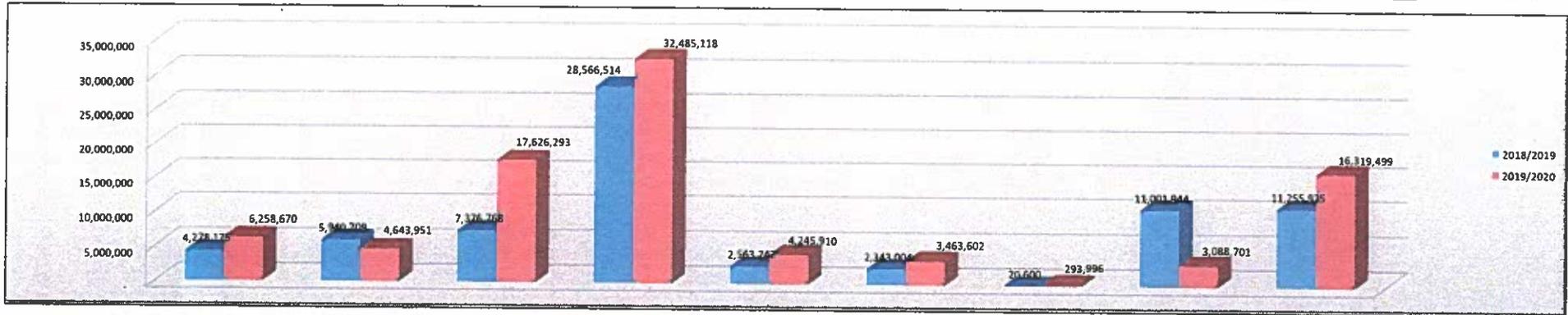
Fiscal YTD Comparison (2016/17 to 2017/18) - Building Permit Counts

Permit Types	FISCAL YTD COUNTS																		Fiscal YTD Totals		
	Blackwater		Blue Ridge		Boone		Gills Creek		Rocky Mount		Snow Creek		Town of Boones Mill		Town of Rocky Mount		Union Hall				
	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	
<b>Residential</b>																					<b>Residential</b>
New	10	13	3	7	18	17	49	52	6	2	7	9	0	0	1	1	20	21	114	122	New
Mfg Home	7	3	6	8	7	8	7	9	3	3	7	15	0	0	0	1	13	10	50	57	Mfg Home
Additions/ Alterations	12	29	11	11	24	23	69	97	8	10	3	9	0	0	10	9	40	49	177	237	Additions/ Alterations
Docks	0	0	0	0	2	1	43	41	0	0	0	0	0	0	0	0	26	34	71	76	Docks
Accessory Buildings	6	10	6	5	6	10	16	13	3	3	3	4	0	1	0	3	11	22	51	71	Accessory Buildings
Retaining Walls	0	1	0	0	0	1	7	6	0	0	0	0	0	0	0	1	2	3	9	12	Retaining Walls
<b>Non-Residential</b>																					<b>Non-Residential</b>
New	0	0	1	0	2	2	0	0	2	2	1	1	0	0	1	1	1	0	8	6	New
Additions/ Alterations	2	3	2	5	2	2	12	5	4	1	1	3	1	2	28	20	2	3	54	44	Additions/ Alterations
Docks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	3	1	3	Docks
Accessory Bldgs	2	0	1	0	3	0	1	2	0	0	0	3	0	0	1	0	0	0	8	5	Accessory Buildings
<b>Miscellaneous</b>																					<b>Miscellaneous</b>
Demolition	0	4	2	2	6	3	2	2	2	4	3	2	0	0	4	4	3	10	22	31	Demolition
Misc.	1	1	1	1	2	3	6	5	2	0	1	0	0	0	0	1	4	2	17	13	Misc.
Electrical	17	29	23	27	17	31	32	48	15	12	22	33	1	0	11	7	40	59	178	246	Electrical
Mechanical	11	3	6	5	6	10	13	11	2	1	7	5	0	1	7	1	10	3	62	40	Mechanical
Signs	0	0	0	0	0	0	1	2	0	1	0	0	0	0	0	3	0	0	1	6	Signs
Plumbing	0	1	0	0	0	0	1	4	0	0	0	0	0	0	0	1	2	2	3	8	Plumbing
Pools	3	1	2	0	3	8	9	7	2	0	1	3	0	0	1	2	2	3	23	24	Pools
<b>District Totals</b>	71	98	64	71	98	119	268	304	49	39	56	87	2	4	64	55	177	224	849	1001	<b>District Totals</b>
<b>Dist Variance</b>		38%		11%		21%		13%		-20%		55%		100%		-14%		27%		18%	<b>Dist Variance</b>



Fiscal YTD Comparison (2016/17 to 2017/18) - Building Permit Values

Permit Types	Blackwater		Blue Ridge		Boone		Gills Creek		Rocky Mount		Snow Creek		Town of Boones Mill		Town of Rocky Mount		Union Hall		Total		Permit Types	
	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020		
Residential																						
New	2,597,500	3,392,498	576,400	1,934,030	4,428,752	4,406,064	16,971,416	21,854,558	1,412,000	895,983	1,414,506	1,793,700	-	-	225,000	350,000	5,739,122	8,920,100	33,364,696	43,546,933	Residential	
Mfg Home	272,000	157,900	163,929	547,643	414,200	440,099	521,371	732,859	59,500	147,000	472,201	529,900	-	-	-	150,000	682,296	528,441	2,585,497	3,233,842	Mfg Home	
Additions/Alterations	721,640	1,564,779	499,270	239,540	651,561	503,828	3,023,254	5,689,461	225,586	205,280	115,000	398,768	-	-	129,196	192,627	1,950,308	2,520,751	7,315,815	11,315,034	Additions/Alterations	
Docks	-	-	-	-	48,000	22,800	2,002,719	2,395,791	-	-	-	-	-	-	-	-	1,272,020	1,876,216	3,322,739	4,294,807	Docks	
Accessory Buildings	113,250	293,557	305,277	79,917	173,500	276,019	466,927	475,910	108,900	76,912	52,000	33,500	-	37,000	-	17,163	245,952	906,875	1,465,806	2,196,853	Accessory Buildings	
Retaining Walls	-	5,500	-	-	3,000	-	229,500	164,000	-	-	-	-	-	-	-	7,000	37,000	74,047	266,500	253,547	Retaining Walls	
Non-Residential																						
New	-	-	3,984,157	-	792,900	9,950,000	-	-	310,000	2,138,780	3,000	180,000	-	-	489,000	12,000	75,000	-	5,654,057	12,280,780	Non-Residential	
Additions/Alterations	18,350	101,875	30,000	1,258,853	345,000	41,438	4,654,990	225,332	211,494	55,000	13,500	33,113	20,000	256,496	9,768,041	2,000,391	376,500	208,000	15,437,875	4,180,498	Additions/Alterations	
Docks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,500	525,000	3,500	525,000	Docks	
Accessory Buildings	275,000	-	100,000	-	240,700	-	13,000	235,000	-	-	-	175,433	-	-	50,000	-	-	-	678,700	410,433	Accessory Buildings	
Miscellaneous																						
Demolition	-	13,650	11,500	9,500	43,600	10,000	200	14,500	12,000	75,500	28,500	3,700	-	-	107,000	22,000	8,900	94,460	211,700	243,310	Demolition	
Misc.	-	292,670	30,000	266,260	30,000	1,396,700	126,351	136,010	40,000	-	4,200	-	-	-	-	35,617	314,420	49,215	544,971	2,176,472	Misc.	
Electrical	91,776	374,208	57,399	278,996	94,999	161,216	114,702	293,993	141,862	47,830	100,107	244,388	600	-	91,550	116,153	410,677	542,840	1,103,672	2,059,624	Electrical	
Mechanical	83,656	19,533	140,432	29,212	59,756	166,536	112,909	97,968	4,800	598,797	129,990	15,500	-	500	92,157	1,000	63,690	17,197	687,390	946,243	Mechanical	
Signs	-	-	-	-	-	-	29,306	47,991	-	4,828	-	-	-	-	-	22,200	-	-	29,306	75,019	Signs	
Plumbing	-	2,500	-	-	-	-	1	17,952	-	-	-	-	-	-	-	-	2,340	14,500	2,341	130,202	Plumbing	
Pools	105,003	40,000	42,345	-	53,800	248,593	299,868	103,793	37,100	-	10,000	55,600	-	-	50,000	67,300	74,200	41,857	672,316	557,143	Pools	
District Totals	4,278,175	6,258,670	5,940,709	4,643,951	7,376,768	17,626,293	28,566,514	32,485,118	2,963,242	4,245,910	2,343,004	3,463,602	20,600	293,996	11,001,944	3,088,701	11,255,925	16,319,499	73,346,881	88,425,740	District Totals	
Variance		46%		-22%		139%		14%		66%		48%		1327%		-72%		45%		21%	Variance	









Franklin County Animal Shelter-Live Release Rate		2020 MAY		
		DOGS	CATS	TOTAL
A	BEGINNING SHELTER COUNT (5/1/20)	10	3	13
INTAKE (Live Dogs & Cats Only)				
B	From the Public (Strays picked up, Owner Relinquish, Seized & Bite cases)	16	16	32
C	Incoming Transfers from Organizations within Community/Coalition	0	0	0
D	Incoming Transfers from Organizations outside Community/Coalition	0	0	0
E	From Owners/Guardians Requesting Euthanasia	0	0	0
F	Total Intake [B + C + D + E]	16	16	32
G	Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only)	0	0	0
H	ADJUSTED TOTAL INTAKE [F minus G]	16	16	32
ADOPTIONS				
I	ADOPTIONS	7	2	9
J	OUTGOING TRANSFERS to Organizations within Community/Coalition (FC Humane Soc./Planned Pethood)	8	13	21
K	OUTGOING TRANSFERS to Organizations outside Community/Coalition (Angels/M-HC SPCA)	0	0	0
L	RETURN TO OWNER/GUARDIAN	4	0	4
DOGS & CATS EUTHANIZED				
M	Healthy (Includes Owner/Guardian Requested Euthanasia)	0	0	0
N	Treatable – Rehabilitatable (Includes Owner/Guardian Requested Euthanasia)	0	0	0
O	Treatable – Manageable (Includes Owner/Guardian Requested Euthanasia)	0	0	0
P	Unhealthy & Untreatable (Includes Owner/Guardian Requested Euthanasia)	0	2	2
Q	Total Euthanasia [M + N + O + P]	0	2	2
R	Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only)	0	0	0
S	ADJUSTED TOTAL EUTHANASIA [Q minus R]	0	2	2
T	SUBTOTAL OUTCOMES [I+J+K+L+S] Excludes Owner requested Euth (Unhealthy & Untreatable Only)	19	17	36
U	DIED OR LOST IN SHELTER/CARE	0	0	0
V	TOTAL OUTCOMES [T + U] (Excludes Owner Requested Euthanasia (Unhealthy & Untreatable Only)	19	17	36
W	ENDING SHELTER COUNT (5/31/20)	7	2	9
Monthly Live Release Rate Calculation for Franklin Co. Animal Shelter				
[(I + J + K + L) / (T)]		100%	88%	94%