



AGENDA
FRANKLIN COUNTY BOARD OF SUPERVISORS
TUESDAY AUGUST 18, 2020

THE MEETING WILL BE CONDUCTED IN COMPLIANCE WITH **(ORDINANCE #21-06-2020)**
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) 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 or at (540) 483-3030 before 12:00 PM on August 18, 2020.

- 1:30 Call to Order, Chairman Mitchell
- 1:31 Invocation, Supervisor Mike Carter
- 1:32 Pledge of Allegiance, Supervisor Lorie Smith
- 1:33 Public Comment
 - 1. Bill Prillaman (Courthouse Monument)
 - 2. Brien Dyer (2nd Amendment Resolution)
 - 3. Brenda Mcmnanway (Duplexes in A-1)
- 1:40 Resolution Recognizing Earl Webb
Recognition of COVID Response Team Efforts
- 1:50 **CONSENT AGENDA (REQUIRES ACTION)**
 - Approval of Accounts Payable Listing, Appropriations, and approval of July 21, 2020 Board of Supervisors Meeting Minutes
 - 1. Second Amendment Resolution (Attachment #1)
 - 2. Surplus of County Vehicle (Attachment #2)
 - 3. Approval of County Property Lease - 285 South Main Street (Attachment #3)
 - 4. Parks & Recreation Equipment Purchase (Attachment #4)
 - 5. E911 Dispatch Center Equipment Contract (Attachment #5)
 - 6. CARES Act United Way Contract Agreement (Attachment #6)
 - 7. Request to schedule a public hearing regarding abandonment of a portion of VDOT Road- Adkins Road (Route 600) (Attachment #7)

- 2:00 Todd Daniel, VDOT Resident Engineer
1. Monthly Report (Attachment #8)
- 2:10 Brian Carter, Director of Finance
1. Monthly Finance Report
- 2:20 Debbie Powell, Director of Social Services
1. Enterprise Fleet Management Program (Attachment #9)
- 2:35 Sheriff Overton
1. CopSync – Campus Safe Program (Attachment #10)
- 2:40 Mike Burnette, Director of Economic Development
1. CARES Funding (Attachment #11)
- 3:00 BREAK
- 3:15 WORK SESSION – Board Operational Guidelines
- 4:00 Christopher Whitlow, County Administrator
1. Upcoming Events
2. Other Matters
- 4:15 Other Matters by Supervisors
- 4:30 Request for Closed Meeting in Accordance with 2.2-3711, (A)(1), Personnel Discussion of appointments to County Boards, Commissions, etc.; (A)(7) Consultation with legal counsel, (A) (29) Discussion of the award of a public contract, of the Code of Virginia, as Amended.

APPOINTMENTS
(Attachment #12)

Recess for Dinner

- 6:00 Call to Order, Chairman Mitchell
- 6:01 Recess for Previously Advertised Public Hearings as Follows:
1. **APPLICATION for SPECIAL USE PERMIT** – Application of George I. Vogel, III, Applicant, and Westlake Pointe Property Owners Association, Inc., Owners, requesting a Special Use Permit with possible conditions, to allow for a boat storage yard on an approximate 12.00 acre property, currently zoned RPD, Residential Planned Unit Development District, located on Morewood Road in the Gills Creek District of Franklin County and further identified by Franklin County Real Estate Records as Tax Map/Parcel # 0150003309. Boat storage yards are a permitted use by Special Use Permit in RPD, Residential Planned Unit Development, zoning districts. The property is located in the Westlake Hales Ford Designated Growth Area with a future land use designation of Suburban Residential two (2) units per acre (Case # 06-20-16610). (Attachment #13)

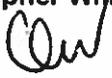
Public Comment Period Continued (if any citizen wishes to speak)
Adjournment Thereafter



Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> <i>Second Amendment Firearms Resolution</i>	<u>AGENDA DATE:</u> August 18, 2020
<u>SUBJECT/PROPOSAL/REQUEST</u> <i>Request for resolution concerning Virginia Code Section 15.2-915(E) as related to regulation of Firearms</i>	<u>BOARD ACTION:</u> Yes <u>INFORMATION:</u> No <u>ATTACHMENTS:</u> No
<u>STRATEGIC PLAN FOCUS AREA:</u> <input 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 type="checkbox"/> <i>Managed Growth</i> <input type="checkbox"/> <i>Public Safety</i> <input type="checkbox"/> <i>Operational Effectiveness</i>	<u>CONSENT AGENDA:</u> Yes <u>ATTACHMENTS:</u> Yes <u>STAFF CONTACT(S):</u> <u>REVIEWED BY:</u> Christopher Whitlow, County Administrator 

BACKGROUND:

Last Spring the Virginia General Assembly adopted amendments to the Virginia Code granting localities authority to regulate firearms on public properties.

DISCUSSION:

Section 15.2-915 (E) of the Code of Virginia provides localities the authority to adopt an ordinance that prohibits the possession, carrying, or transportation of any firearms, ammunition, or components or combination thereof in buildings, facilities, and properties owned or used by such locality. As a result of the newly adopted General Assembly legislation, various second amendment advocacy groups and citizens have requested their respective localities to adopt the attached resolution acknowledging the rights of citizens to keep and bear arms and to not exercise any authority recently granted by the Virginia General Assembly that would otherwise restrict them.

POSSIBLE BOARD ACTIONS:

MOTION to APPROVE:

I make a motion to approve the resolution as presented.

MOTION to TABLE:

I make a motion to table the resolution until additional information is provided.

MOTION to DENY:

I make a motion to deny the resolution as presented.

15.2-915. Control of firearms; applicability to authorities and local governmental agencies.

A. No locality shall adopt or enforce any ordinance, resolution, or motion, as permitted by § [15.2-1425](#), and no agent of such locality shall take any administrative action, governing the purchase, possession, transfer, ownership, carrying, storage, or transporting of firearms, ammunition, or components or combination thereof other than those expressly authorized by statute. For purposes of this section, a statute that does not refer to firearms, ammunition, or components or combination thereof shall not be construed to provide express authorization.

Nothing in this section shall prohibit a locality from adopting workplace rules relating to terms and conditions of employment of the workforce. However, no locality shall adopt any workplace rule, other than for the purposes of a community services board or behavioral health authority as defined in § [37.2-100](#), that prevents an employee of that locality from storing at that locality's workplace a lawfully possessed firearm and ammunition in a locked private motor vehicle. Nothing in this section shall prohibit a law-enforcement officer, as defined in § [9.1-101](#), from acting within the scope of his duties.

The provisions of this section applicable to a locality shall also apply to any authority or to a local governmental entity, including a department or agency, but not including any local or regional jail, juvenile detention facility, or state-governed entity, department, or agency.

B. Any local ordinance, resolution, or motion adopted prior to July 1, 2004, governing the purchase, possession, transfer, ownership, carrying, or transporting of firearms, ammunition, or components or combination thereof, other than those expressly authorized by statute, is invalid.

C. In addition to any other relief provided, the court may award reasonable attorney fees, expenses, and court costs to any person, group, or entity that prevails in an action challenging (i) an ordinance, resolution, or motion as being in conflict with this section or (ii) an administrative action taken in bad faith as being in conflict with this section.

D. For purposes of this section, "workplace" means "workplace of the locality."

E. Notwithstanding the provisions of this section, a locality may adopt an ordinance that prohibits the possession, carrying, or transportation of any firearms, ammunition, or components or combination thereof (i) in any building, or part thereof, owned or used by such locality, or by any authority or local governmental entity created or controlled by the locality, for governmental purposes; (ii) in any public park owned or operated by the locality, or by any authority or local governmental entity created or controlled by the locality; (iii) in any recreation or community center facility operated by the locality, or by any authority or local governmental entity created or controlled by the locality; or (iv) in any public street, road, alley, or sidewalk or public right-of-way or any other place of whatever nature that is open to the public and is being used by or is adjacent to a permitted event or an event that would otherwise require a permit. In buildings that are not owned by a locality, or by any authority or local governmental entity created or controlled by the locality, such ordinance shall apply only to the part of the building that is being

used for a governmental purpose and when such building, or part thereof, is being used for a governmental purpose.

Any such ordinance may include security measures that are designed to reasonably prevent the unauthorized access of such buildings, parks, recreation or community center facilities, or public streets, roads, alleys, or sidewalks or public rights-of-way or any other place of whatever nature that is open to the public and is being used by or is adjacent to a permitted event or an event that would otherwise require a permit by a person with any firearms, ammunition, or components or combination thereof, such as the use of metal detectors and increased use of security personnel.

The provisions of this subsection shall not apply to the activities of (i) a Senior Reserve Officers' Training Corps program operated at a public or private institution of higher education in accordance with the provisions of 10 U.S.C. § 2101 et seq. or (ii) any intercollegiate athletics program operated by a public or private institution of higher education and governed by the National Collegiate Athletic Association or any club sports team recognized by a public or private institution of higher education where the sport engaged in by such program or team involves the use of a firearm. Such activities shall follow strict guidelines developed by such institutions for these activities and shall be conducted under the supervision of staff officials of such institutions.

F. Notice of any ordinance adopted pursuant to subsection E shall be posted (i) at all entrances of any building, or part thereof, owned or used by the locality, or by any authority or local governmental entity created or controlled by the locality, for governmental purposes; (ii) at all entrances of any public park owned or operated by the locality, or by any authority or local governmental entity created or controlled by the locality; (iii) at all entrances of any recreation or community center facilities operated by the locality, or by any authority or local governmental entity created or controlled by the locality; and (iv) at all entrances or other appropriate places of ingress and egress to any public street, road, alley, or sidewalk or public right-of-way or any other place of whatever nature that is open to the public and is being used by or is adjacent to a permitted event or an event that would otherwise require a permit.

1987, c. 629, § 15.1-29.15; 1988, c. 392; 1997, cc. [550](#), [587](#); 2002, c. [484](#); 2003, c. [943](#); 2004, cc. [837](#), [923](#); 2009, cc. [735](#), [772](#); 2012, c. [757](#); 2020, cc. [1205](#), [1247](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

RESOLUTION OF FRANKLIN COUNTY BOARD OF SUPERVISORS

WHEREAS, in acknowledgment of its deep commitment to the rights of all citizens of, and visitors to, Franklin County to keep and bear arms, Franklin County Board of Supervisors previously declared Franklin County to be a 'Second Amendment Sanctuary', and

WHEREAS, certain legislation has been passed in the Virginia General Assembly that allows localities to, by ordinance, ban otherwise lawfully possessed and transported firearms from certain public spaces, causing law-abiding citizens to be exposed to a patchwork of local ordinances as they travel throughout the Commonwealth, and

WHEREAS, the Franklin County Board of Supervisors acknowledges the significant economic contribution made to our community by tourists and visitors and does not wish to discourage travel to Franklin County, and

WHEREAS, Franklin County wishes to welcome all law-abiding citizens who wish to live in, visit, or otherwise participate in the economy of our community, including those citizens and visitors who choose to legally carry a firearm for personal protection, and

WHEREAS, the Franklin County Board of Supervisors does not wish to infringe on the rights of the citizens of, or visitors to, Franklin County to keep and bear arms, and

WHEREAS, the Franklin County Board of Supervisors wishes to express its continued opposition to any law that would unconstitutionally restrict the rights of the citizens of, and visitors to, Franklin County to keep and bear arms.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Franklin County Virginia:

That the Franklin Board of Supervisors hereby declares Franklin County, Virginia shall not exercise any authority granted to it by § 15.2-915(E) of the Code of Virginia to regulate or prohibit the otherwise legal purchase, possession, or transfer of firearms or ammunition.

The undersigned clerk of the Board of Supervisors of the County of Franklin, hereby certifies that the resolution set forth above was adopted during an open meeting on August 18, 2020, by the Board of Supervisors with the following votes:



Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Department of Social Services Surplus Vehicle</p> <p><u>SUBJECT/PROPOSAL/REQUEST</u> Surplus used, inoperative vehicle</p> <p><u>STAFF CONTACT(S):</u> Mike Thurman; Debbie Powell</p>	<p><u>AGENDA DATE:</u> August 18, 2020</p> <p><u>ACTION:</u></p> <p><u>CONSENT AGENDA:</u> Yes</p> <p><u>ACTION:</u></p> <p><u>ATTACHMENTS:</u></p> <p><u>REVIEWED BY:</u> Christopher L. Whitlow, County Administrator <i>CW</i></p>
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BACKGROUND:

The Franklin County Department of Social Services (FCDSS) provides mandated services to the residents of Franklin County through Child Protective Services, Foster Care and Prevention Services. DSS staff are required to make home visits, school visits as well as monthly visits to see foster children who are placed throughout the State of Virginia. These visits are required by State and Federal policy.

DISCUSSION:

FCDSS had a 2015 Ford Fusion that was driven for the above purposes. In June 2020, the car was driven to a home visit and suddenly started to malfunction. The car was not drivable and was towed to Foley's Automotive. It was determined that the transmission in the car was bad. The car is a hybrid model so it was recommended that it be taken to Duncan Ford for further evaluation. The cost to replace the transmission was estimated to be around \$7000. Due to the age and value of the vehicle, it was not cost effective to replace the transmission.

RECOMMENDATIONS:

Staff respectfully requests the Board of Supervisors to declare the aforementioned Ford Fusion vehicle as surplus property and to authorize staff to dispose of the vehicle in accordance with County policy.

POSSIBLE BOARD ACTIONS:

MOTION to APPROVE:

I make a motion to approve the aforementioned Ford Fusion vehicle as surplus property and to authorize staff to dispose of the vehicle in accordance with County policy.

MOTION to TABLE:

I make a motion to table the aforementioned Ford Fusion vehicle as surplus property until additional information is provided.

MOTION to DENY:

I make a motion to deny the aforementioned Ford Fusion vehicle as surplus property and to authorize staff to dispose of the vehicle in accordance with County policy.



Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

AGENDA TITLE: Lease of County-owned Building at 285 South Main Street	AGENDA DATE: August 18, 2020
SUBJECT/PROPOSAL/REQUEST: Request approval of lease agreement with M and N Investments for 285 South Main Street	BOARD ACTION: Yes
	INFORMATION: No
	ATTACHMENTS: No
	CONSENT AGENDA: Yes
	ATTACHMENTS: No
STRATEGIC PLAN FOCUS AREA:	STAFF CONTACT(S): Burnette
<input checked="" type="checkbox"/> <i>Economic Development</i>	<input type="checkbox"/> <i>Financial Stability</i>
<input type="checkbox"/> <i>Infrastructure</i>	<input type="checkbox"/> <i>Lifelong Learning</i>
<input type="checkbox"/> <i>Managed Growth</i>	<input type="checkbox"/> <i>Public Safety</i>
<input checked="" type="checkbox"/> <i>Operational Effectiveness</i>	REVIEWED BY: Christopher L. Whitlow, County Administrator 

BACKGROUND:

The Board of Supervisors has prioritized the sale or lease of County-owned buildings and properties not currently being used for County operations. As part of this effort, the facility located at 285 South Main Street in Rocky Mount, formerly the Daily Grind, was prioritized to be leased out to a private business to generate revenue to the County and fill a vacant space in uptown Rocky Mount.

DISCUSSION:

The Board received several unsolicited inquiries for the leasing of this facility. Staff negotiated with the various interested parties and received the highest offer from M and N Investments. M and N Investments is owned by the same people that own and operate The Grand at 290, a wedding and event venue across the street from the property in question. M and N Investments plans to utilize the building at 285 South Main Street as another event facility bringing additional visitors and revenue to the community. A final lease has been negotiated and is attached. The terms of the lease are as follows: a 12-month initial lease that Lessee can extend by five years if not in default of the lease; a monthly rent of \$825 per month with the first month free; and County to provide water and sewer utilities as part of the lease with the Lessee responsible for all other utilities.

The building was included as part of a public hearing on December 17, 2019 to take public comment on the potential future sale or lease of County properties. Therefore, no additional public hearings are required.

Staff recommends the execution of the proposed lease between Franklin County and M and N Investments for the subject property.

RECOMMENDATION:

Staff respectfully recommends Board approval of the proposed lease of 285 South Main Street to M and N Investments and that the Board authorize the County Administrator and County Attorney to execute the required documents to enact the lease.

POSSIBLE BOARD ACTIONS:

MOTION to APPROVE:

I make a motion to approve the proposed lease of 285 South Main Street to M and N Investments and that the Board authorize the County Administrator and County Attorney to execute the required documents to enact the lease.

MOTION to TABLE:

I make a motion to table the proposed lease of 285 South Main Street to M and N Investments until additional information is provided.

MOTION to DENY:

I make a motion to deny the proposed lease of 285 South Main Street to M and N Investments and that the Board authorize the County Administrator and County Attorney to execute the required documents to enact the lease.

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into this ___ day of August, 2020, by and between Franklin County, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia, as "Lessor", and M and N Investments, LLC, a limited liability company, as "Lessee".

1. LEASE. For and in consideration of the terms, conditions, and covenants stated herein, including without limitation the payment of the Rent and Additional Rent during the initial Term and any Renewal Term, Lessor leases to Lessee and Lessee leases from Lessor the Premises, as defined below, for event space in connection with Lessee's business operations.

2. PREMISES; COMMON AREAS.

A. The "Premises" consist of all that first floor space located at 285 South Main Street, Rocky Mount, Virginia (Tax Map Parcel 207-00-708-00) comprising an area total of approximately 1,000 square feet of space. The Premises are more specifically identified on the diagram attached as **Attachment A** to this Agreement. The Premises include only the first floor of the building located at said address.

B. Lessor makes no representations or warranties as to the condition of the Premises. Lessee must make its own determination as to whether the Premises is suitable for its purposes. Lessor specifically disclaims any warranty that the Premises and Common Areas are fit for the particular use or purpose that the Lessee proposes. Subject to Lessor's express obligations under this Agreement, Lessee's entry into the possession of the Premises shall constitute conclusive evidence that the Premises is in good and satisfactory condition. Lessor shall not, under any circumstances, be liable for indirect, consequential or incidental damages to Lessee.

3. USE OF PREMISES.

A. Lessee may use the Premises for event space in connection with Lessee's business operations.

B. Lessee shall, in all cases and at all times, use the Premises, and cause the Premises to be used by Lessee's agents, employees and contractors, in conformance with: (i) all applicable laws, ordinances, orders, rules, and regulations; (ii) all restrictions, restrictive covenants, liens, encumbrances, and other matters of record, as of the date hereof or placed of record after the date hereof, that are applicable to the parcel on which the Premises are located ("Parcel"); (iii) any and all generally applicable rules and regulations for the occupancy or use of the Premises that Lessor may, from time-to-time, establish; and (iv) good industry practices with respect to the health and safety of the Lessor, Lessee, and other occupants of the Premises and each of their respective employees, agents, contractors, tenants, and invitees.

C. Lessee shall, in all cases and at all times, use the Premises, and cause the Premises to be used by Lessee's agents, employees and contractors, in a manner that

will not unreasonably interfere with Lessor's or any third party's occupancy or use of the remaining portions of the building. Lessee shall not use the Premises in any manner that creates or maintains any material public or private nuisance or that will cause any waste, material annoyance, inconvenience or damage to the Lessor or any third party or be in material violation of any of the covenants or agreements contained in this Agreement. Lessee shall not use the Premises in any manner that deviates from or violates any restrictions, restrictive covenants, and other matters of record that are applicable to the Parcel as set forth in Section 3(B)(ii) above. Lessor may require Lessee to immediately terminate any use of the Premises that interferes with Lessor's or third party's use of the building.

E. Lessee shall, at its own risk and expense, obtain and keep in force all governmental licenses and permits necessary for Lessee's use of the Premises. Lessee shall be responsible for all workplace safety measures, including without limitation OSHA compliance and recordkeeping.

4. **TERM.** The Term of this Agreement shall commence on September 1, 2020 ("Commencement Date"), and terminate on August 31, 2021 ("Termination Date"). If Lessee is not then in default under any of the terms or conditions of this Agreement beyond applicable notice and cure periods, then Lessee may extend this Agreement for an additional five (5) year period by providing written notice to Lessor on or before the date that is ninety (90) days prior to the Termination Date of Lessee's intent to extend this Agreement in accordance with the terms and conditions stated herein. The five-year renewal shall be referred to herein as the "Renewal Term".

5. **RENT.** For the lease of the Premises, and the other services provided by Lessor under this Agreement, the rent ("Rent") shall be \$825.00 per month (\$9,900 per year). Rent shall be paid each month in advance during the initial Term and any Renewal Term. Rent for the first month of the initial Term will be waived to allow Lessee an opportunity to establish its operations. Lessee shall be responsible for the payment of Rent and shall be held responsible for any non-payment of Rent. The monthly Rent will remain the same during the Renewal Term.

Lessee shall pay Rent in equal monthly installments due and payable in advance by the first day of each month. All Rent shall be paid on or before the specified due date. All payments shall be made payable to Franklin County, Virginia and mailed or hand-delivered to:

Franklin County, Virginia
c/o Franklin County Treasurer
1255 Franklin Street, Suite 101
Rocky Mount, Virginia 24151

Alternatively, Rent payments may be wired to Lessor, and Lessor will provide Lessee with wiring instructions upon request. Rent and all other amounts due under this Agreement, all of which shall be considered Additional Rent, shall not be subject to any offset, deduction, or recoupment. If Lessee neglects or fails to pay any Rent or Additional Rent, within ten (10) days of the due date, Lessee shall pay interest on the unpaid

balance at ten (10%) percent per annum.

6. POSSESSION OF PREMISES. Subject to the limitations contained in this Agreement, Lessor shall deliver quiet possession of the Premises to Lessee on the Commencement Date and, subject to Lessee's compliance with the terms of this Agreement, shall provide quiet enjoyment of the Premises to Lessee during the Term and any Renewal Term.

7. BUILDING SERVICES.

A. Lessor shall, at Lessor's expense, provide the Premises with the following utilities and services: water and sewer. Lessee shall be responsible for electricity and trash removal and all other waste disposal associated with its operations as well as any other utilities required by the Lessee. Lessee shall comply with all applicable laws, rules, ordinances, and regulations established by any governmental body, entity, or political subdivision with regard to the collection, storage and disposal of waste. Lessor shall permit Lessee to access the Premises twenty-four hours a day, seven days a week.

B. Except as expressly stated herein, Lessor shall have no responsibility for any services, utilities, supplies or materials that are related to Lessee's particular operations. Lessor shall not be liable for any interruption or curtailment whatsoever in the furnishing of utility services or other services to the Premises, whether or not the same are furnished by Lessor.

C. Lessee shall not receive any other services from Lessor without charge.

8. MAINTENANCE.

A. Lessor shall, at its own risk and expense, maintain the building (including the structural portions, such as the foundation, sub-floor, structural walls and roof, and the mechanical systems, such as plumbing, heating, air conditioning, and electrical), in good repair and in a condition suitable to the use for which they were constructed; provided, however, Lessor is not responsible for maintaining or repairing any damage caused by the actions of Lessee or its agents, employees or contractors, which maintenance and repairs shall be performed by Lessee at its expense.

B. Lessee shall, at its own risk and expense, maintain the Premises in good repair and in the condition it was when Lessee first occupied the Premises, less ordinary wear and tear. All maintenance, repairs, and replacements made by Lessee shall be approved in advance by Lessor and shall be at least equal in class and quality to the original equipment and workmanship. Any maintenance, repairs and replacements made by Lessee at its expense must be done by qualified licensed contractors, plumbers, or electricians pre-approved by Lessor, in accordance with plans approved in advance by Lessor, in a good and workmanlike manner, and in accordance with all applicable laws and regulations. If Lessee fails to reasonably maintain the Premises as required herein, then Lessor may maintain the Premises and charge Lessee for the cost of such maintenance as Additional Rent.

C. Lessee shall be solely responsible for its fixtures, furnishings, equipment, and personal property owned or installed by Lessee. Lessee shall be responsible for all maintenance, repair, replacement, and damages caused by the errors, acts, omissions, negligence, or willfulness of Lessee, or its agents, employees, or contractors.

D. Lessor shall have access to the Premises at all times reasonably necessary to carry out its maintenance responsibilities, to provide utilities and services. Lessor shall, except in case of emergency, provide Lessee with one (1) business days' notice prior to entering the Premises.

9. ALTERATIONS.

A. Lessee shall not make any alterations, modifications, or additions to the Premises, or install any fixtures, equipment or partitions, or make any improvements, without the prior written consent of Lessor.

B. Lessee shall be responsible for all elements of the design of any permitted work, alterations, installations, additions, fixtures, modifications, equipment, partitions, or improvements installed or made by Lessee, including, without limitation, compliance with law, the obtaining of all necessary permits and governmental approvals, functionality of design, the structural integrity of the design, the configuration of the Premises and the placement of Lessee's furniture, appliances and equipment ("Lessee's Plans"), and Lessor's approval of Lessee's Plans shall in no event relieve Lessee of the responsibility for such design. Lessor shall have no liability or responsibility for any claim, injury or damage alleged to have been caused by the particular materials, whether building standard or non-building standard, appliances or equipment selected by or on behalf of Lessee in connection with any work performed by or on behalf of Lessee on the Premises. Any such work, alterations, installations, additions, fixtures, modifications, equipment, removals, partitions, and improvements shall be done at Lessee's sole risk and expense.

C. Lessor may require by giving written notice thereof to Lessee at the time Lessor consents to any work that Lessee remove from the Premises any or all alterations, installations, additions, fixtures, modifications, equipment, partitions, or improvements installed or made by Lessee and that Lessee repair resulting damage to the Premises.

10. DEFAULT

A. The occurrence of any one or more of the following shall constitute an event of default under this Agreement ("Event of Default"):

i. Lessee's delinquency in the payment of any Rent or Additional Rent, any other amount payable by Lessee under this Agreement, or any portion thereof, for a period of ten (10) or more days after the due date of such payment.

ii. Lessee's breach of any of the terms, covenants or agreements to be performed under this Agreement and failure to rectify or remove said default(s) within thirty (30) days after written notice of such breach has been given to Lessee (provided, however, if the breach cannot reasonably be cured within thirty (30) days following Lessor's giving of notice, Lessee shall be afforded additional reasonable time to cure the breach if Lessee begins to cure the breach within said

thirty (30) day period and continues diligently to completely cure the breach).

iii. Filing by or against Lessee in any court, pursuant to any federal or state statute or a petition in bankruptcy or insolvency, or for reorganization or rearrangement, or for the appointment of a receiver or trustee of all or any portion of Lessee's property, or any assignment of the property of Lessee for the benefit of creditors.

iv. Lessee's generally not paying its debts when they become due or becoming insolvent or proposing any dissolution, liquidation, reorganization, re-capitalization or other winding up of corporate affairs.

v. Lessee's attempted assignment or encumbrance of this Agreement or subletting of the Premises other than in accordance with this Agreement.

vi. Lessee's abandoning or vacating the Premises.

vii. Lessee's doing or permitting to be done anything which creates a lien upon the Premises upon written notice by Lessor to Lessee and a reasonable time and opportunity, not to exceed thirty (30) calendar days, for Lessee to cure such lien.

B. Upon the occurrence of any Event of Default, and after applicable notice and the expiration of any applicable cure period, Lessor shall have the right to (i) terminate this Agreement, (ii) declare due and recover all amounts due and owing by Lessee through the termination of this Agreement, (iii) re-enter the Premises, (iv) remove all persons and property within the Premises at Lessee's expense, and/or (v) re-let the Premises at Lessee's expense. All rights and remedies of Lessor under this Agreement are cumulative and shall be in addition to any other rights or remedies accorded to Lessor by law or equity.

C. Lessee will be responsible for all costs and expenses incurred by Lessor, including reasonable attorneys' fees, in taking possession of the Premises, preparing the Premises for rental to other tenants, or in collecting rents which may be due or become due. Such costs shall be charged to Lessee as Additional Rent. Any personal property of Lessee or others through Lessee which is left on the Premises following termination may be removed by Lessor from the Premises and, after thirty (30) days, sold by Lessor. Lessor will apply the proceeds from any such sale against Rent, Additional Rent, costs, fees, damages or other liabilities of Lessee under this Agreement. Lessee hereby appoints Lessor as its attorney-in-fact for this purpose.

11. TERMINATION.

A. At the termination of this Agreement, Lessee will peaceably return the Premises to Lessor in as good condition as when it was accepted, normal wear and tear excepted. Lessee shall remove all of its personal property and, except to the extent otherwise specified by Lessor in any written consent authorizing work on the Premises, all modifications, alterations and additions made by Lessee, and shall repair any damages to the Premises caused by their installation or by such removal. Lessee will have the Premises cleaned and repaired prior to the surrender of possession. Lessee's obligation to observe or perform this covenant shall survive the termination of this Agreement. If Lessor is required to clean or repair anything on the Premises that is Lessee's responsibility after termination, then the related costs and expenses to clean or repair to the condition existing at the Commencement Date, ordinary wear and tear excepted, will

be charged to Lessee as Additional Rent.

B. Once the time for Lessee to renew this Agreement passes without there being any renewal by Lessee, then Lessor may show the Premises to any person(s) desiring to use the Premises during normal business hours, subject to Lessee's safety requirements.

C. If, after failing to provide timely notice of renewal, Lessee shall continue to occupy any portion the Premises after the termination date (a "holdover"), such holdover shall be deemed a tenancy at sufferance at 120% of the highest monthly allocation of Rent that was being paid in the twelve months prior to the commencement of the holdover, but otherwise upon the same terms and conditions as existed immediately prior to the commencement of the holdover prorated based on the actual number of holdover days. Notwithstanding the foregoing, Lessor may regain possession of the Premises at any time and in any manner provided by law.

12. CASUALTY TO PREMISES.

A. In the event the Premises are damaged by fire or any other casualty or peril such that the Premises are made untenable, then Lessor may elect to do the following:

i. Terminate the Agreement, in whole or in part as it relates to the portion of the Premises damaged, effective as of the date of the fire or casualty, by written notice given to Lessee within thirty (30) days after the date of the fire or casualty. Upon such notice of termination, Rent applicable to the portion of the Premises damaged shall abate from the date the Premises (or part of the Premises, as the case may be) became untenable as a result of such fire or casualty. This Agreement will continue as to any portion of the Premises not subject to termination under this subsection.

ii. Repair, restore, or rehabilitate the Premises, as the case may be, within ninety (90) days after the date of the fire or casualty, in which event the Term hereof shall not terminate, but the Rent for the affected portion of the Premises shall be abated on a per diem basis for such period for which the Premises, as may be the case may be, shall remain untenable. This Agreement will continue as to any portion of the Premises not subject to abatement of the Rent under this subsection.

B. The right of termination in this Section is separate and independent of any other provisions of this Agreement relative to termination.

C. The Parties acknowledge and agree that Lessor is not under a duty to repair or rebuild under this Section 12.

13. GENERAL INDEMNIFICATION.

A. Lessee shall indemnify, defend, and hold harmless Lessor, and its board, employees, agents, successors, and assigns, individually and/or collectively ("Indemnified Parties") from and against any and all demands, claims, causes of action,

finances, penalties, damages, liabilities, judgments, liens, losses, suits of any nature (including suits by Lessor against Lessee), costs, and expenses, including reasonable attorneys' fees and consultant's fees and litigation costs, resulting from or arising out of: (i) the use or occupancy or manner of use or occupancy of the Premises by Lessee or its officers, employees, agents, licensees, invitees, or contractors; (ii) any error, act or omission of Lessee or its officers, employees, agents, licensees, invitees, or contractors, whether such error, act or omission is intentional, reckless, or negligent and whether such error, act or omission results in personal injury, death, or property damage; (iii) any breach of any material provision of this Agreement by Lessee; or (iv) any alleged violation by Lessee of any statutes, laws, codes, ordinance, rules, or regulations applicable to this Agreement, the Premises, or Lessee's use or occupancy of the Premises. This indemnity provision covers and includes, without limitation, fines and penalties for violations of federal, state or local laws or regulations; personal injury, wrongful death or property damage claims; breach of contract claims; indemnity claims; and other damages, losses and claims of any kind. This obligation shall survive a termination of the Agreement and shall not limit, in any way, any other rights available to Lessor at law or in equity.

B. Lessor is a political subdivision of the Commonwealth of Virginia. Therefore, with respect to tort liability for any acts or occurrences on or about the Premises, Lessor may be immune (or partially immune) from suit, judgment or liability, as determined by applicable Virginia laws. No provision, covenant or agreement contained in this Agreement shall be deemed to be a waiver or limitation of the sovereign immunity of Lessor from tort or other liability. To the extent permitted by applicable law, Lessor will be responsible for errors, acts, or omissions of its employees within the scope of their employment; provided, however, that nothing contained herein shall be construed as a waiver or limitation of Lessor's sovereign immunity.

14. RULES AND REGULATIONS; SAFETY.

A. Lessee shall ensure that its agents and employees exercise all reasonable caution to ensure the safety of people and property while on the Parcel.

B. Lessee will, at its own expense, comply with all laws, orders, citations, rules, regulations, standards, statutes and requirements promulgated by any governmental authority with respect to occupational health and safety, accident prevention, and safety equipment and practices, including without limitation, requirements of the Virginia Code and all successors and amendments thereto, and all standards and regulations which have been or will be promulgated by the agencies which administer said Acts.

15. FORCE MAJEURE. Neither Party shall be liable to the other for any failure to perform its obligations under this Agreement (other than any obligation to pay money) due to any cause beyond its reasonable control, such as fire, flood, explosion, lightning, windstorm, tornado, hurricane, earthquake, other natural disasters, Acts of God, subsidence of soil, any act or order of any governmental authority, other governmental interference, civil commotion, riot, war, terrorism, theft, vandalism, strikes, labor disturbance or disputes, civil disorder, transportation difficulties, shortage of labor or raw materials, failure or destruction, in whole or in part, of machinery or equipment, failure of supply of materials, discontinuity in the supply of power or utilities, or other similar causes

or contingencies beyond its control (an "Event of Force Majeure"); provided that (i) the Event of Force Majeure is beyond the reasonable control of the Party claiming an inability to perform as a result of the Event of Force Majeure, (ii) that the Party claiming the existence of the Event of Force Majeure gives prompt notice to the other Party of the Event of Force Majeure, (iii) that the Party claiming the existence of the Event of Force Majeure works diligently to eliminate the Event of Force Majeure, and (iv) that the Party claiming the existence of the Event of Force Majeure resumes performance as soon as possible after the elimination of the Event of Force Majeure. If an Event of Force Majeure lasts for more than thirty (30) days, then either Party shall have the right, by written notice to the other, to terminate this Agreement.

16. TAXES.

A. Lessee shall be responsible for, and pay when due and payable, any and all taxes or other charges applicable to its business operations, inventory, machinery and tools, leasehold improvements, fixtures, furnishings, equipment, and other personal property.

B. Lessee shall also pay all franchise taxes, business taxes or other similar taxes may be levied or imposed upon the Premises or the business carried on therein and also all other taxes and rates which are or may be payable by Lessee.

17. INSURANCE. Lessee shall, throughout the Term of this Agreement, including any Renewal Term, procure and maintain, at a minimum, the insurance described below:

A. **Commercial General Liability.** Commercial General Liability insurance shall insure against all claims, losses, costs, damages, expenses or liabilities from loss of life or damage or injury to persons or property caused by an error, act, or omission of Lessee or its employees, agents, invitees, licensees, or contractors, or arising out of or related to Lessee's use of the Premises under this Agreement. The minimum limits of liability for this coverage shall be \$2,000,000 per occurrence with a \$3,000,000 annual aggregate. The policy shall be the "occurrence" form and shall include coverage for, inter alia, premises and operations, contractual liability (including the contractual liability assumed by Lessee under indemnity agreements contained in this Agreement), broad form property damage, and products and completed operations.

B. **Personal Property.** Insurance covering Lessee's furnishings, equipment, and personal property that from time to time may be located on the Premises.

C. **Workers' Compensation and Employer's Liability.** Lessee shall, at all times during the Term of this Agreement, maintain for all of its employees engaged in work under this Agreement, workers' compensation and employer's liability insurance covering Lessee's statutory obligations under the laws of the Commonwealth of Virginia. Such policies shall contain waivers of the insurer's right of subrogation against the other party, and its subsidiaries, officers, directors and employees.

D. Lessee further covenants and agrees, at its cost, to maintain business interruption insurance sufficient to provide not less than twelve month's coverage of all Rent, Additional Rent, and other payments payable hereunder, in the event that the premises

are rendered untenable in whole or in part by an insurable risk.

E. General Requirements Applicable to Above Coverages. All insurance policies will be written by a company authorized to do business in the Commonwealth of Virginia. In no event will the coverage or limits of any insurance maintained by Lessee under this Section, or the lack or unavailability of any other insurance, limit or diminish in any way Lessee's obligations or liability to Lessor under this Agreement. Lessor shall be named as an additional insured under such liability policies and shall be given thirty (30) days' written notice prior to the cancellation of such liability policies. Lessee acknowledges that the limits, policy requirements or coverages as described under this Section may not be adequate to respond to all exposures or losses, nor should they be considered a limitation or maximum liability regarding the indemnity obligations as set forth under law or this Agreement.

F. Certificates of Insurance. Prior to commencement of the Agreement, Lessee shall furnish Lessor with Certificates of Insurance, in a format acceptable to Lessor, evidencing the insurance coverage required in this Section. Any acceptance of insurance certificates by Lessor, or failure to request same, shall not limit or relieve Lessee of the duties and responsibilities assumed by it under this Agreement. If Lessee fails to procure any such insurance, Lessor may procure such coverage and Lessee shall reimburse Lessor for its costs as Additional Rent.

G. Waiver of Subrogation. Lessee hereby waives all right of subrogation by any insurance company issuing policies carried by Lessee with respect to this Agreement; Lessee's fixtures, furnishings, equipment, and personal property; Lessee's use or occupation of the Premises; or Lessee's operations.

18. ENVIRONMENTAL MATTERS.

A. Lessee will not cause or permit the storage, use, generation, release, or disposition of any Hazardous Materials (as defined below) in, on, or about the Parcel or Premises (collectively referred to as the "Property"), in violation of any Environmental Laws (as defined below), by Lessee, or any of its officers, agents, employees, contractors or guests present on the Property. Notwithstanding the foregoing, Lessee may use and store and use only on the Premises any chemicals, solvents, or other materials customarily used in the ordinary course of the uses of the Premises permitted in this Agreement, so long as such substances are used and handled as prescribed by the manufacturer(s) thereof, in accordance with all requirements of applicable law, including Environmental Laws, and in accordance with all restrictions and restrictive covenants referenced in Section 3, and so long as such substances are kept on the Premises only in such quantities as reasonably necessary for Lessee's business and stored in a proper and legal manner. Lessee will not permit the Premises to be used or operated in a manner that may cause any portion of the Property to be contaminated by any Hazardous Materials in violation of any Environmental Laws by Lessee or its agents, employees or contractors. Lessee shall, at Lessee's sole cost and expense, comply with and observe all Environmental Laws pertaining to Lessee's use of Hazardous Materials. Lessee agrees that it will be solely responsible for all and any fines, penalties, assessments resulting from a violation of its obligations under this Agreement from its violation of any

Environmental Laws and will be solely responsible for any and all costs of cleaning up and remediating the Property and all other affected property as required by Environmental Laws if this Agreement or the Environmental Laws are violated by Lessee. Lessee shall, at its own cost and expense, obtain any and all environmental licenses, permits, or authorizations needed for its use of the Premises.

B. Lessee shall, within five (5) business days of receipt, deliver to Lessor copies of all notices which Lessee receives from governmental authorities alleging any violation of Environmental Laws by Lessee or requesting compliance with any Environmental Laws by Lessee. Lessee will immediately inform Lessor in writing of (i) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened against Lessee pursuant to any Environmental Laws relating to any Hazardous Materials affecting the Property; and (ii) all claims made or threatened by any third party against Lessee, Lessor, and/or the Property relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any Hazardous Materials on or about the Property. Without Lessor's prior written consent, which will not be unreasonably withheld or delayed, except in the case of an emergency, Lessee will not take any remedial action or enter into any agreements or settlements in response to the presence of any Hazardous Materials, in, on or about the Property. If Lessee fails to comply with any applicable Environmental Laws within applicable notice and cure periods, Lessor shall have the right (but not the obligation) to act in place of Lessee and to take such action as it may deem necessary or desirable to ensure compliance or to mitigate, abate or correct the violation or threatened violation. All reasonable costs of any kind whatsoever incurred by Lessor in connection therewith, including consultant's and attorneys' fees, shall be payable within thirty (30) days of demand, shall bear interest at the rate of ten percent (10%) per annum until paid, and shall constitute Additional Rent.

C. Lessee will be solely responsible for and will defend, indemnify and hold Lessor, its board, officers, agents, employees, and contractors harmless from and against all claims, costs, expenses, damages, losses, fines, penalties, assessments, and liabilities, including attorneys' fees and costs, arising out of or in connection with (i) Lessee's breach of its obligations in this Section; (ii) a violation of any Environmental Laws by Lessee or its officers, employees, agents, or contractors; and (iii) the removal, cleanup, and restoration work and materials necessary to remediate any such breach in a manner which properly removes as required by Environmental Laws all Hazardous Materials placed on the Property in violation of Lessee's obligations hereunder. Lessee's obligations under this Section will survive the expiration or other termination of this Agreement.

D. For the purposes of this Agreement, "Hazardous Materials" shall mean but not necessarily be limited to: (i) polychlorinated biphenyls, petroleum and petroleum derived products and or its constituents or derivatives, flammable or explosive materials, asbestos, and any other hazardous, toxic, radioactive, or dangerous waste, substance or material which is or becomes regulated by any federal, state, or local, law, ordinance, order, rule, regulation, or code; and (ii) waste, substance or material meeting the definition of "Regulated Substances", "Toxic Substances", "Hazardous Chemicals", "Hazardous Materials", "Hazardous Substances", "Hazardous Wastes", "Chemical Substance", or similar terms, in any Environmental Law or listed as such by the

Environmental Protection Agency. For the purposes of this Agreement, "Environmental Law" shall mean any and all federal, state or local laws, statutes, ordinances, regulations, orders or decrees for the protection of human health, the environment or public safety, now in existence or hereafter promulgated, including without limitation the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. §§ 6901 *et seq.*, the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. §§ 9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), the Hazardous Materials Transportation Authorization Act of 1994, 49 U.S.C. §§ 5101 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*, the Clean Air Act, 42 U.S.C. §§ 741 *et seq.*, the Clean Water Act, 33 U.S.C. § 7401, the Toxic Substance Control Act, 15 U.S.C. §§ 2601-2629, the Safe Drinking Water Act, 42 U.S.C. § 300(f)-(j), the Chesapeake Bay Preservation Act, the Solid Waste Disposal Act, the Endangered Species Act of 1973, and any and all other federal or state environmental acts, and any successor provisions of law as the same may be amended from time to time.

E. Lessee shall, on reasonable demand, provide Lessor with access to any and all Material Safety Data Sheets and Safety Data Sheets that relate to any chemicals or Hazardous Materials that are used by Lessee in its work on the Premises, if any.

19. ESTOPPEL CERTIFICATE. Each Party agrees, within thirty (30) days after request from the other Party, to execute and deliver to the other or its designee a written instrument certifying and stating: (i) that this Agreement is unmodified (or, if modified, specifying the modifications) and in full force and effect; (ii) that Lessee has accepted possession of the Premises; (iii) that the Commencement Date has occurred, and specifying the Commencement Date, the Termination Date of the Term and any Renewal Terms; (iv) that Rent has been paid through a specified date; and (v) that, to the knowledge of such Party, the other Party is not in default under this Agreement or, if so, specifying in detail each existing default.

20. CHOICE OF LAW AND FORUM SELECTION. This Agreement shall be governed by, and interpreted and construed according to, the laws of the Commonwealth of Virginia. The Parties choose the state or federal court of appropriate jurisdiction in Franklin County, Virginia as the venue for any action initiated related to this Agreement.

21. NOTICES.

A. All notices to the Lessee required or permitted under this Agreement shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the Lessee addressed to:

M and N Investments, LLC
290 South Main Street
Rocky Mount, VA 24151

B. All notices to the Lessor required or permitted under this Agreement shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the Lessor addressed to:

Franklin County, Virginia
c/o County Administrator
1255 Franklin Street
Rocky Mount, Virginia 24151

C. Where, under the terms of this Agreement, a notice is sent by certified U.S. mail, postage prepaid, return receipt requested, such notice shall be deemed to have been given as of five (5) business days of the date of mailing such notice. Each party to this Agreement shall notify the other party of a new address at which to mail notices, which notice shall be given in the manner provided above, and unless and until such notice of new address is given, notices to a party hereto shall be sufficient if mailed to such party's address as specified in Section 21(A) or Section 21(B), as appropriate.

D. Where, under the terms of this Agreement, a notice is required or permitted to be sent by certified U.S. mail, postage prepaid, return receipt requested, and such notice is not sent in such manner, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is addressed.

22. REPRESENTATIONS AND WARRANTIES. Lessee represents and warrants to Lessor that as of the date hereof as follows:

A. The execution and delivery by Lessee of this Agreement, and the performance by Lessee of its obligations hereunder, will not contravene any law, rule or regulation of any state or of the United States or any political subdivision thereof or therein, or any order, writ, judgment, injunction, decree, determination or award currently in effect, which, singly or in the aggregate, would have a material adverse effect on Lessee.

B. Lessee is a limited liability company validly existing and in good standing, is authorized to transact business in Virginia, and has all requisite power and authority to operate and lease the Premises.

C. Lessee has the requisite power and authority to have this Agreement executed and delivered and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of Lessee and do not and will not violate the provisions of its articles of incorporation or bylaws. This Agreement has been duly and validly authorized, executed and delivered by Lessee and constitute legal, valid and binding agreements of Lessee, enforceable against it in accordance with their terms.

23. ATTORNEYS' FEES. In the event of a breach or attempted breach of any of the provision of this Agreement by Lessee, Lessor shall be entitled to recover from Lessee any and all costs actually incurred in connection with enforcing the terms of this Agreement, including, without limitation, its attorneys' fees and court costs.

24. LIMITATION ON RIGHT OF RECOVERY AGAINST LESSOR. Notwithstanding anything contained herein to the contrary, Lessee acknowledges and agrees that the liability of Lessor under this Agreement shall be limited to the amount of its interest in the Property and all sales, rental, applicable insurance and condemnation proceeds thereof. The provisions hereof shall inure to Lessor's successors and assigns. The foregoing provisions are not intended to relieve Lessor from the performance of any of Lessor's obligations under this Agreement, but only to limit the liability of Lessor in case of recovery of a judgment against Lessor; nor shall the foregoing be deemed to limit Lessee's rights to obtain injunctive relief or specific performance or to avail itself of any other right or remedy which may be awarded Lessee by law or under this Agreement.

25. REMEDIES CUMULATIVE. No reference to any specific right or remedy shall preclude Lessor from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity.

26. INTERPRETATION. No provision of this Agreement shall be construed in favor of, or against, any particular Party by reason of any presumption with respect to the drafting of this Agreement; both Parties, being represented by counsel and having fully participated in the negotiation of this instrument, hereby agree that this Agreement shall not be subject to the principle that a contract would be construed against the Party which drafted the same.

27. BINDING EFFECT; ENTIRE AGREEMENT; AMENDMENTS; ASSIGNMENT. This Agreement contains the entire, full and complete understanding between the Lessor and the Lessee with respect to the subject matter addressed herein, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other regarding this subject matter are expressly merged into this Agreement and shall be null, void and without legal effect. This Agreement may be modified only in writing executed by the Lessor and the Lessee. The conditions and covenants herein contained shall inure to the benefit of and are binding upon the Parties hereto, their successors and assigns. Lessee may not assign this Agreement or sublease the Premises, in part or in whole, without the written consent of Lessor, which consent may be withheld in Lessor's sole discretion.

28. COMPLIANCE WITH APPLICABLE LAWS. The Parties agree that, in the performance of this Agreement, they will comply with all applicable laws, statutes, rules, regulations, or orders of the United States government or of any state or political subdivision.

29. HEADINGS. The headings of the Sections of this Agreement are inserted for convenience only and do not alter or amend the provisions that follow such headings.

30. FAILURE TO ENFORCE NOT A WAIVER. A failure by either Party to pursue or enforce any remedy or right available under the terms and conditions of the Agreement, any statute, or common law shall not be interpreted as a waiver of that Party's right to pursue or enforce such an available remedy or right at a later date. Waiver by one Party of a breach by the other Party of any of the terms and conditions of this Agreement shall

not be construed as a waiver of any other past, present or future breach.

31. SEVERABILITY. If any provision of this Agreement, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall not be affected and all other terms and conditions of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

32. INDEPENDENT CONTRACTORS. The Parties hereto are independent contractors and are not agents, partners, or joint venturers. Neither Party shall have the ability to bind the other to any contract and neither Party shall hold itself out to any third party as having the right to bind the other party to any contract.

33. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any person, other than the Parties hereto and, subject to the restrictions on assignment herein contained, their respective successors and assigns.

34. FURTHER ASSURANCES. Each Party shall execute and deliver, or cause to be executed and delivered, any and all instruments, documents and conveyances, and take any and all action as shall be necessary or convenient, required to vest in each party all rights, interests and benefits intended to be conferred in and under this Agreement.

35. SURVIVAL. Without limiting any other obligation of Lessor which may survive the expiration or prior termination of the term of this Agreement, all obligations on the part of Lessee to indemnify, defend, or hold Lessor harmless, as set forth in this Agreement shall survive the expiration or prior termination of the Term of this Agreement.

36. RECORDING. Either Party may record this Agreement or any memorandum hereof.

37. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument, and facsimile or scanned/emailed signatures shall be as valid and binding as the originals.

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WITNESS the following signatures to this **LEASE AGREEMENT**:

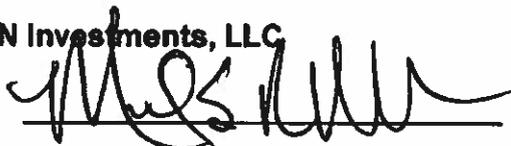
FRANKLIN COUNTY, VIRGINIA

BY: _____

Christopher L. Whitlow, County Administrator

DATE: _____

M & N Investments, LLC

BY:  _____

Mark Redden
Managing Member

DATE: 8/6/2020 _____

Approved as to legal form:

Jim H. Guynn, Jr., County Attorney

Attachment A

**Diagrams of
Building Showing
the "Premises"**

See attached.



Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Park Maintenance Equipment</p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u> Request permission to purchase parks equipment.</p> <p><u>STRATEGIC PLAN FOCUS AREA:</u></p> <p><input type="checkbox"/> <i>Economic Development</i> <input type="checkbox"/> <i>Financial Stability</i></p> <p><input checked="" 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 checked="" type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><u>AGENDA DATE:</u> August 18, 2020</p> <p><u>BOARD ACTION:</u> Yes</p> <p><u>INFORMATION:</u> No</p> <p><u>ATTACHMENTS:</u> Yes</p> <p><u>CONSENT AGENDA:</u> Yes</p> <p><u>ATTACHMENTS:</u> Yes</p> <p><u>STAFF CONTACT(S):</u> Paul Chapman, Parks and Recreation Director</p> <p><u>REVIEWED BY:</u> Christopher L. Whitlow, County Administrator </p>
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BACKGROUND:

The Franklin County Recreational Park was hit by a tornado on Friday, April 19, 2019. The tornado's path entered the park from the landfill and went along the edge of the fairgrounds, through the middle of the disc golf course and then across the softball field before leaving the park. Damage to the park was significant and included extensive damage to the softball field's lights, fencing and press box.

The disc golf course facility, which had just been renovated, was severely damaged. Countless trees were blown down or damaged creating a tangle of trees throughout the majority of the disc golf course. Due to the severity of the tornado damage (numerous trees), staff found that it is impractical to rebuild the disc golf course in the same location. Staff is in the process of selecting an alternate location and are developing plans to build the replacement disc golf course. Staff have been in contact with volunteers who are willing and able to assist with the construction of the course.

DISCUSSION:

Insurance provided the County with \$184,672 for tornado repairs at the Recreation Park. Of this, \$52,475 was for damages to the disc golf course.

Instead of using the funds to rent equipment and/or hiring contracted work, staff would like to invest a portion of the insurance proceeds to purchase the equipment that will be utilized to build the disc golf course. This piece of equipment (skid steer) will allow staff, with volunteer support to rebuild the disc golf course this fall/winter. Once complete, staff can utilize the equipment for other park projects such as trail development, playground installation, and landscaping.

The equipment (skid steer) would be purchased through Sourcewell, a cooperative procurement contract, which is competitively bid and meets procurement requirements. The cost for this piece of equipment is \$55,498.

Funds are secured, budgeted, appropriated, and available from the "Rec Park Rehab" capital account (30300067-57011).

RECOMMENDATION:

Staff respectfully requests the Board approve the purchase of the parks equipment as presented.

POSSIBLE BOARD ACTIONS:

MOTION to APPROVE:

I make a motion to approve the purchase of the parks equipment as presented.

MOTION to TABLE:

I make a motion to table the purchase of the parks equipment until additional information is provided.

MOTION to DENY:

I make a motion to deny the purchase of the parks equipment as presented.



JAMES RIVER EQUIPMENT

Attn: Ben Newbill
 Franklin County Parks and Recreation
 2150 Sontag Rd
 Rocky Mount, VA 24151

Date: 8/11/2020

**QUOTE #081120 : Deere 325G Compact Track Loader Sourcewell
 Cooperative CONTRACT # - 302119-JDC**

All the prices in the detailed sections are Per machine basis

Machine Configuration

Code	Description	Qty	Price
00D2T	325G COMPACT TRACK LOADER	1	\$62,198.00
0770	2 SPD,STD FLOW, SELF LEVELING,CAB-AC, PQT	1	\$5,902.00
0953	ISO SWITCHAGLE CONTROLS, JS, PERF PACK	1	\$1,058.00
1301	ENGINE TURBO 4TNV98CT	1	\$2,718.00
1501	ENGLISH OP MAN & DECALS	1	IN BASE
170C	JDLINK WITH 5 YEARS OF SERVICE	1	\$1,513.00
2645	WIDE ZIG ZAG 15.8" TRACKS	1	\$1,667.00
4003	3" SEAT BELT W/SHOULDERSTRAP	1	\$271.00
6006	SUSPENSION SEAT	1	IN BASE
8305	COUNTERWEIGHT STACK 2 SETS	1	\$765.00
8342	RADIO AM/FM W/BLUETOOTH	1	\$614.00
8370	HD REAR GRILLE	1	\$497.00
8380	FOOTREST WITH FLOORMAT	1	\$147.00
9052	HD 78" CONSTRUCTION BUCKET WITH EDGE	1	\$1,530.00
Total			\$78,880.00
Discount 32%			\$25,241.60
Net Price			\$53,638.40

Custom Jobs

Code	Description	Qty	Price
	PRE-DELIVERY INSPECTION/MDF	1	\$600.00
	DELIVERY	1	\$200.00
Total			\$800.00

Quote Summary	Price
Machine Net Price	\$53,638.40
Custom Jobs	\$800.00
Price per Machine	\$54,438.40

Destination/Incoming Freight Charge	Price
Salem, VA	\$1,060.18
Total Net Price (Quantity = 1)	\$55,498.58

Warranty Terms:

The standard warranty period for the excavator is twenty four (24) consecutive months or 2000 hours.

Remarks:

Please note that this quote is valid for 30 days

Javin Metz, Phone 540-352-8187, Purchase Order must be to : James River Equipment Virginia, LLC, 11160 Virgil H. Goode Hwy Rocky Mount, VA 24151 Payment terms are Net 30 only. Operating Leases are not allowed.



Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

AGENDA TITLE:

911 Call Handling Equipment (CHE)

SUBJECT/PROPOSAL/REQUEST

Request approval of 911 Call Handling Equipment Implementation.

STAFF CONTACT(S):

Sheriff Overton, 911 Center Director Peggy Foley, Director of Finance Brian Carter

AGENDA DATE: August 18, 2020

ITEM NUMBER:

ACTION:

CONSENT AGENDA: YES

INFORMATION:

ATTACHMENTS:

REVIEWED BY: Christopher L. Whitlow, County Administrator *CLW*

BACKGROUND:

The Office of the Sheriff, Communications Center, County of Franklin, is a division that serves as one of 181 public safety answering points (PSAP) in the state of Virginia. The Communications Center answers all emergency and non-emergency calls for Franklin County 24 hours a day, 365 days per year, regardless of weather conditions. The Center is a communications hub that provides services for law enforcement agencies, public safety officials, emergency medical services, and several other public service entities. In 2019, the Center answered over ninety-one thousand calls for service, in addition to the handling and entry of warrants, protective orders, and gun permits.

DISCUSSION:

911 Communications Centers need tools that ensure rapid and reliable communication with other emergency responders, such as Fire, EMS, Law Enforcement, and others to help save lives. With the advancement of newer communication technologies during the last two decades (i.e. high speed data, advanced fiber optics, LTE, smart phones, digital text, pictures, video, etc.), the Commonwealth has been planning for the mandated, deployment of Next Generation (NG) 9-1-1 for dispatch centers for several years. With significant advances in the technology, capabilities, and functionality of an NG network, Virginia is now implementing such systems. Since 9-1-1 is a local service, it is up to each locality to determine how they will move forward with NG 9-1-1 deployment. To aid that decision, the 9-1-1 Services Board adopted the Virginia NG 9-1-1 Deployment Plan in January 2018. That plan proposed the methodology and process to guide the 9-1-1 Services Board and Commonwealth as a whole, through the deployment. The Commonwealth's goal is to have all PSAPs (dispatch centers) fully deployed with the National Emergency Number Association (NENA) i3 standard. The standard states that all 9-1-1 calls are delivered to the PSAP (dispatch centers) on IP circuits with associated caller location data. The Virginia Department of Emergency Management (VDEM), formerly known as Virginia Information Technologies Agency (VITA) is the Commonwealth's consolidated information technology agency that provides support and services to Virginia state agencies.

As part of the deployment of Next Generation 911, the Call Handling Equipment (CHE) enables a dispatcher to efficiently process E911 and administrative calls for service that quickly locate callers, unify 9-1-1 and CAD workflows and integrate text and data. The Call Handling Equipment (CHE) vendor, currently Intrado, is due for renewal. As part of a VDEM grant of two hundred thousand dollars (\$200,000), Franklin County will renew as a shared project with Patrick County. VDEM has granted the two hundred thousand dollars (\$200,000) to Franklin County based on the shared project. The 911 Communications Center proposes renewing the call handling equipment with the existing vendor, Intrado, for another five years. Below is an overview of the project cost originally presented to the Board of Supervisors at the January 21, 2020 meeting.

Total Estimated NG 911 Project Cost	\$388,000.00
Less Currently Budgeted Recurring Costs	(106,000.00)
Less State Reimbursements for one-time implementation costs	(208,000.00)
Less State Reimbursement for recurring Data analytics reporting (2 years)	<u>(10,000.00)</u>
Potential Net One-Time County Implementation Cost	\$ 64,000.00

The CHE is a significant component of the NG 911 project. The total cost of the CHE System for 5 years is \$315,378.54. After the VITA grant of \$200,000, the remaining \$115,378.54 will be covered with existing budgeted funds for current annual maintenance 3504-53005. While not needed at this time, should the County need to fund the one-time remaining implementation cost of \$64,000, the funds are currently budgeted in the E911 Set Aside account in the Capital Fund, 30350051-59120. There are no additional funds requested from the Board of Supervisors.

The tentative Intrado CHE, Segra and GCS connectivity deployment will begin in October 2020.

RECOMMENDATION:

The Office of the Sheriff Communications Center respectfully requests the Board of Supervisors approve the 911 Call Handling Equipment (CHE) agreement with Intrado for a total of \$263,978.54 and \$51,400 for connectivity to Segra and GCS Electronics and Communications, over the five-year plan and authorize the County Administrator and County Attorney to execute all applicable agreements and contracts for this project as indicated above. The project will be paid from existing County budget or the VITA grant. No additional budgeted funds are requested.

POSSIBLE BOARD ACTIONS:

MOTION to APPROVE:

I make a motion to approve the 911 Call Handling Equipment (CHE) agreement with Intrado for a total of \$263,980.54 and \$51,400 for connectivity to Segra and GCS Electronics and Communications, over the five-year plan and authorize the County Administrator and County Attorney to execute all applicable agreements and contracts for this project as indicated above.

MOTION to TABLE:

I make a motion to table the the 911 Call Handling Equipment (CHE) agreement until additional information is provided.

MOTION to DENY:

I make a motion to deny the 911 Call Handling Equipment (CHE) agreement with Intrado.



System Upgrade

for

Franklin-Patrick Counties, VA

(Hgac Buy Pricing - Direct Sale)

Quote Number: 32056

Version: 12

June 16, 2020

The terms and conditions available at <https://www.intrado.com/legal-privacy/terms/call-handling> as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

ACCEPTED AND AGREED:

Total Purchase Amount: \$ 315,378.54

Customer Entity Name: Franklin County

By: _____

Name: _____

Title: _____

Date Signed: _____

By signing above, Customer acknowledges and agrees with the terms of the box checked below:

A customer purchase order is required to pay any invoice relating to this quote. Customer acknowledges that Intrado will not ship any equipment or software, or commence any services, until it has received customer's corresponding purchase order.

A customer purchase order is NOT required to pay any invoice relating to this quote. The signature above authorizes Intrado to ship, provide services, and invoice customer.

ACCEPTED AND AGREED:

Total Purchase Amount: \$ 284,166.29

Customer Entity Name: Patrick County

By: _____

Name: _____

Title: _____

Date Signed: _____

By signing above, Customer acknowledges and agrees with the terms of the box checked below:

A customer purchase order is required to pay any invoice relating to this quote. Customer acknowledges that Intrado will not ship any equipment or software, or commence any services, until it has received customer's corresponding purchase order.

A customer purchase order is NOT required to pay any invoice relating to this quote. The signature above authorizes Intrado to ship, provide services, and invoice customer.

Summary All Sites - 7 Years

Item	Cost
Franklin County Node A	\$315,378.54
Patrick County Node B	\$284,166.29
Total:	\$599,544.83

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Totals
Year 1	\$180,086.75	\$80,004.08		\$38,062.00	\$298,152.83
Year 2				\$50,232.00	\$50,232.00
Year 3				\$50,232.00	\$50,232.00
Year 4				\$50,232.00	\$50,232.00
Year 5				\$50,232.00	\$50,232.00
Year 6				\$50,232.00	\$50,232.00
Year 7				\$50,232.00	\$50,232.00
Totals	\$180,086.75	\$80,004.08		\$339,454.00	\$599,544.83

Summary - 7 Years - Franklin County Node A

Item	Cost
Systems	\$98,842.45
Services	\$42,823.09
Maintenance	\$173,713.00
Total:	\$315,378.54

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Totals
Year 1	\$98,842.45	\$42,823.09		\$19,519.00	\$161,184.54
Year 2				\$25,699.00	\$25,699.00
Year 3				\$25,699.00	\$25,699.00
Year 4				\$25,699.00	\$25,699.00
Year 5				\$25,699.00	\$25,699.00
Year 6				\$25,699.00	\$25,699.00
Year 7				\$25,699.00	\$25,699.00
Totals	\$98,842.45	\$42,823.09		\$173,713.00	\$315,378.54

Configuration Parameters - Franklin County Node A

Site Configuration

Total Positions	8 (6 upgrade, 2 new)
Total Number of E9-1-1 CAMA Trunks	0
Total Number of FXO Lines	4
Total Number of ISDN-PRI channels (T1)	0
SIP	Included
ECCP	Included
PowerOPS	0
VIPER ACD	0
Add-on for Radio Recorder	Included

Systems

VIPER	\$30,859.95
Power Stations	\$25,984.80
Power 911	\$756.00
Laptops	\$16,436.70
Power 911 Hardware	\$8,595.00
Common Hardware	\$5,200.00
Peripheral Hardware	\$300.00
Network Equipment	\$6,960.00

Professional Services

Staging	\$3,750.00
Project Survey	\$2,675.00
Installation	\$18,650.00
Engineering Services	\$3,000.00
CCS Training	\$2,525.00
Project Management Services	\$15,973.09

Maintenance

Software Subscription	\$46,200.00
Software Protection and Remote Tech Support	\$15,840.00
On-Site Maintenance	\$84,700.00
Hardware Protection	\$21,240.00
Antivirus Recurring Fees	\$5,733.00

Model#	Description	Qty	List Price	Selling Price	Total
VIPER					
912817/BB	7 Foot Cabinet Prebuilt Building Block	1	\$20,100.00	\$20,100.00	\$20,100.00
912890/BB	Media Kit Prebuilt Building Block	1	\$100.00	\$0.00	\$0.00
911SIP	9-1-1 Ingress via SIP - License per position	2	\$495.00	\$311.85	\$623.70
912920/U	ECCP Workstation License Upgrade	6	\$497.50	\$0.00	\$0.00
912800	VIPER Gateway Shelf	1	\$990.00	\$623.70	\$623.70
912811/U	Application Server Position Access License Upgrade	7	\$497.50	\$0.00	\$0.00
912812/U	PBX Access License Upgrade	6	\$322.50	\$0.00	\$0.00
912814	Admin Interface Module (AIM)	1	\$1,400.00	\$882.00	\$882.00
P10008	License to Connect Non-Intrado Recording Device	1	\$1,995.00	\$1,256.85	\$1,256.85
911SIP/U	9-1-1 Ingress via SIP - License per position Upgrade	6	\$247.50	\$0.00	\$0.00
912925	SIP I/F to 3rd Party PBX License - Per Position	2	\$495.00	\$311.85	\$623.70
C10036	Power Cord Cable with A/C twist lock connector	3	\$150.00	\$150.00	\$450.00
912716/24	Cisco C2960X-24TS-L 24 port switch (without stacking module)	2	\$2,200.00	\$2,200.00	\$4,400.00
912716/S	Cisco Stacking module for C2960-X	2	\$950.00	\$950.00	\$1,900.00
Subtotal					\$30,859.95

Power Stations

914121/1	IWS Workstation - Software and Configuration	6	\$273.00	\$273.00	\$1,638.00
914600/3	IWS External Programmable Keypad - 24 Buttons	6	\$135.00	\$135.00	\$810.00
911809	A9C G3, Call Handling Accessories	6	\$530.00	\$333.90	\$2,003.40
911810-1	A9C G3 : Bundle	6	\$5,680.00	\$3,578.40	\$21,470.40
911785	Position Image - Power Station Gen3	1	\$100.00	\$63.00	\$63.00
Subtotal					\$25,984.80

Power 911

913100/BAK/U	Power 911 Backup License Upgrade	2	\$499.50	\$0.00	\$0.00
913100/U	Power 911 Client Access License Upgrade	4	\$4,997.50	\$0.00	\$0.00
913152	Power 911 Add-On Recorder for Radio (ITRR)	2	\$600.00	\$378.00	\$756.00
913152/U	Power 911 Add-on Recorder for Radio Upgrade	6	\$300.00	\$0.00	\$0.00
913202/U	Power 911 Server Access License Upgrade	6	\$997.50	\$0.00	\$0.00
913152/CD	ITRR Media Kit	1	\$100.00	\$0.00	\$0.00
Subtotal					\$756.00

Laptops

914114/BAK	Portable 9-1-1 Position (Back-up)	2	\$12,000.00	\$7,560.00	\$15,120.00
914158	Laptop VPN Support License	2	\$995.00	\$626.85	\$1,253.70
914158/CD	Laptop VPN - Installation Media	1	\$100.00	\$63.00	\$63.00
				Subtotal	\$16,436.70

Power 911 Hardware

914961	IWS Server RACK Bundle - Type B	1	\$8,595.00	\$8,595.00	\$8,595.00
				Subtotal	\$8,595.00

Common Hardware

914956	1U Keyboard/LCD/Trackball/8-Port KVM	1	\$1,800.00	\$1,800.00	\$1,800.00
P10114/R	Backup Disk Solution for Windows Server (Rack-Mount)	1	\$3,400.00	\$3,400.00	\$3,400.00
				Subtotal	\$5,200.00

Peripheral Hardware

600150	Punch Blocks	1	\$150.00	\$150.00	\$150.00
207-990000-046	Cable Cheat - 25PR, 25', MF	1	\$150.00	\$150.00	\$150.00
				Subtotal	\$300.00

Network Equipment

912833	Router for VIPER	2	\$2,080.00	\$2,080.00	\$4,160.00
914148	Firewall Appliance	2	\$1,350.00	\$1,350.00	\$2,700.00
914148/CD	Call Handling Firewall - Media Set	1	\$100.00	\$100.00	\$100.00
				Subtotal	\$6,960.00

Staging

950852	Front Room Equipment Staging - Per Position	8	\$250.00	\$250.00	\$2,000.00
950853	Back Room Equipment Staging - Per Cabinet	1	\$1,750.00	\$1,750.00	\$1,750.00
				Subtotal	\$3,750.00

Project Survey

950100	Project Survey (per Site)	1	\$1,500.00	\$1,500.00	\$1,500.00
960575	Living Expense per Day per Person	3	\$200.00	\$200.00	\$600.00
960580	Travel Fee per Person	1	\$1,250.00	\$575.00	\$575.00
				Subtotal	\$2,675.00

Installation

950104	Professional Services (per Day)	10	\$1,500.00	\$1,500.00	\$15,000.00
960575	Living Expense per Day per Person	12	\$200.00	\$200.00	\$2,400.00
960580	Travel Fee per Person	1	\$1,250.00	\$1,250.00	\$1,250.00
				Subtotal	\$18,650.00

Engineering Services

950516	Network Provisioning Services per day	2	\$1,500.00	\$1,500.00	\$3,000.00
				Subtotal	\$3,000.00

CCS Training

P10087	CCS Training	1	\$1,500.00	\$1,500.00	\$1,500.00
960575	Living Expense per Day per Person	2	\$200.00	\$200.00	\$400.00
960580	Travel Fee per Person	1	\$1,250.00	\$625.00	\$625.00
				Subtotal	\$2,525.00

Project Management Services

950510	Project Management Services	1	\$0.00	\$15,973.09	\$15,973.09
				Subtotal	\$15,973.09

Software Subscription

950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 1	4	\$150.00	\$150.00	\$600.00
950999/SUB1	Software Subscription Service - 1 Year/Position Year 1	4	\$1,500.00	\$1,500.00	\$6,000.00
950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 2	4	\$150.00	\$150.00	\$600.00
950999/SUB1	Software Subscription Service - 1 Year/Position Year 2	4	\$1,500.00	\$1,500.00	\$6,000.00
950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 3	4	\$150.00	\$150.00	\$600.00
950999/SUB1	Software Subscription Service - 1 Year/Position Year 3	4	\$1,500.00	\$1,500.00	\$6,000.00
950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 4	4	\$150.00	\$150.00	\$600.00
950999/SUB1	Software Subscription Service - 1 Year/Position Year 4	4	\$1,500.00	\$1,500.00	\$6,000.00
950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 5	4	\$150.00	\$150.00	\$600.00
950999/SUB1	Software Subscription Service - 1 Year/Position Year 5	4	\$1,500.00	\$1,500.00	\$6,000.00

950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 6	4	\$150.00	\$150.00	\$600.00
950999/SUB1	Software Subscription Service - 1 Year/Position Year 6	4	\$1,500.00	\$1,500.00	\$6,000.00
950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 7	4	\$150.00	\$150.00	\$600.00
950999/SUB1	Software Subscription Service - 1 Year/Position Year 7	4	\$1,500.00	\$1,500.00	\$6,000.00
				Subtotal	\$46,200.00

Software Protection and Remote Tech Support

950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Year 2	4	\$60.00	\$60.00	\$240.00
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Year 2	4	\$600.00	\$600.00	\$2,400.00
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Year 3	4	\$60.00	\$60.00	\$240.00
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Year 3	4	\$600.00	\$600.00	\$2,400.00
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Year 4	4	\$60.00	\$60.00	\$240.00
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Year 4	4	\$600.00	\$600.00	\$2,400.00
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Year 5	4	\$60.00	\$60.00	\$240.00
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Year 5	4	\$600.00	\$600.00	\$2,400.00
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Year 6	4	\$60.00	\$60.00	\$240.00
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Year 6	4	\$600.00	\$600.00	\$2,400.00
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Year 7	4	\$60.00	\$60.00	\$240.00
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Year 7	4	\$600.00	\$600.00	\$2,400.00
				Subtotal	\$15,840.00

On-Site Maintenance

950999/ONS1-2-BU	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys – Back Up Position Year 1	4	\$275.00	\$275.00	\$1,100.00
950999/ONS1-2	On-Site Maintenance (1 Year), (per	4	\$2,750.00	\$2,750.00	\$11,000.00

	position / per year for 11 to 20 positions) Year 1				
950999/ONS1-2-BU	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys – Back Up Position Year 2	4	\$275.00	\$275.00	\$1,100.00
950999/ONS1-2	On-Site Maintenance (1 Year), (per position / per year for 11 to 20 positions) Year 2	4	\$2,750.00	\$2,750.00	\$11,000.00
950999/ONS1-2-BU	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys – Back Up Position Year 3	4	\$275.00	\$275.00	\$1,100.00
950999/ONS1-2	On-Site Maintenance (1 Year), (per position / per year for 11 to 20 positions) Year 3	4	\$2,750.00	\$2,750.00	\$11,000.00
950999/ONS1-2-BU	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys – Back Up Position Year 4	4	\$275.00	\$275.00	\$1,100.00
950999/ONS1-2	On-Site Maintenance (1 Year), (per position / per year for 11 to 20 positions) Year 4	4	\$2,750.00	\$2,750.00	\$11,000.00
950999/ONS1-2-BU	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys – Back Up Position Year 5	4	\$275.00	\$275.00	\$1,100.00
950999/ONS1-2	On-Site Maintenance (1 Year), (per position / per year for 11 to 20 positions) Year 5	4	\$2,750.00	\$2,750.00	\$11,000.00
950999/ONS1-2-BU	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys – Back Up Position Year 6	4	\$275.00	\$275.00	\$1,100.00
950999/ONS1-2	On-Site Maintenance (1 Year), (per position / per year for 11 to 20 positions) Year 6	4	\$2,750.00	\$2,750.00	\$11,000.00
950999/ONS1-2-BU	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys – Back Up Position Year 7	4	\$275.00	\$275.00	\$1,100.00
950999/ONS1-2	On-Site Maintenance (1 Year), (per position / per year for 11 to 20 positions) Year 7	4	\$2,750.00	\$2,750.00	\$11,000.00
				Subtotal	\$84,700.00

Hardware Protection

950999/HPMN1-BRD	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment Year 2	1	\$2,000.00	\$2,000.00	\$2,000.00
950999/HPMN1-BU	Hardware Protect Multi-Node System - 1 Year/Pos – Back Up Position Year 2	4	\$35.00	\$35.00	\$140.00
950999/HPMN1	Hardware Protection Multi-Node System - 1 Year/Position Year 2	4	\$350.00	\$350.00	\$1,400.00
950999/HPMN1-BRD	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment Year 3	1	\$2,000.00	\$2,000.00	\$2,000.00
950999/HPMN1-BU	Hardware Protect Multi-Node System - 1 Year/Pos – Back Up	4	\$35.00	\$35.00	\$140.00

	Position Year 3				
950999/HPMN1	Hardware Protection Multi-Node System - 1 Year/Position Year 3	4	\$350.00	\$350.00	\$1,400.00
950999/HPMN1-BRD	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment Year 4	1	\$2,000.00	\$2,000.00	\$2,000.00
950999/HPMN1-BU	Hardware Protect Multi-Node System - 1 Year/Pos – Back Up Position Year 4	4	\$35.00	\$35.00	\$140.00
950999/HPMN1	Hardware Protection Multi-Node System - 1 Year/Position Year 4	4	\$350.00	\$350.00	\$1,400.00
950999/HPMN1-BRD	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment Year 5	1	\$2,000.00	\$2,000.00	\$2,000.00
950999/HPMN1-BU	Hardware Protect Multi-Node System - 1 Year/Pos – Back Up Position Year 5	4	\$35.00	\$35.00	\$140.00
950999/HPMN1	Hardware Protection Multi-Node System - 1 Year/Position Year 5	4	\$350.00	\$350.00	\$1,400.00
950999/HPMN1-BRD	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment Year 6	1	\$2,000.00	\$2,000.00	\$2,000.00
950999/HPMN1-BU	Hardware Protect Multi-Node System - 1 Year/Pos – Back Up Position Year 6	4	\$35.00	\$35.00	\$140.00
950999/HPMN1	Hardware Protection Multi-Node System - 1 Year/Position Year 6	4	\$350.00	\$350.00	\$1,400.00
950999/HPMN1-BRD	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment Year 7	1	\$2,000.00	\$2,000.00	\$2,000.00
950999/HPMN1-BU	Hardware Protect Multi-Node System - 1 Year/Pos – Back Up Position Year 7	4	\$35.00	\$35.00	\$140.00
950999/HPMN1	Hardware Protection Multi-Node System - 1 Year/Position Year 7	4	\$350.00	\$350.00	\$1,400.00
				Subtotal	\$21,240.00

Antivirus Recurring Fees

914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 1	13	\$63.00	\$63.00	\$819.00
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 2	13	\$63.00	\$63.00	\$819.00
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 3	13	\$63.00	\$63.00	\$819.00
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 4	13	\$63.00	\$63.00	\$819.00
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 5	13	\$63.00	\$63.00	\$819.00

914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 6	13	\$63.00	\$63.00	\$819.00
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 7	13	\$63.00	\$63.00	\$819.00
				Subtotal	\$5,733.00
				Total	\$315,378.54

Summary - 7 Years - Patrick County Node B

Item	Cost
Systems	\$81,244.30
Services	\$37,180.99
Maintenance	\$165,741.00
Total:	\$284,166.29

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Totals
Year 1	\$81,244.30	\$37,180.99		\$18,543.00	\$136,968.29
Year 2				\$24,533.00	\$24,533.00
Year 3				\$24,533.00	\$24,533.00
Year 4				\$24,533.00	\$24,533.00
Year 5				\$24,533.00	\$24,533.00
Year 6				\$24,533.00	\$24,533.00
Year 7				\$24,533.00	\$24,533.00
Totals	\$81,244.30	\$37,180.99		\$165,741.00	\$284,166.29

Configuration Parameters - Patrick County Node B

Site Configuration

Total Positions	6 (4 upgrade, 2 new)
Total Number of E9-1-1 CAMA Trunks	0
Total Number of FXO Lines	5
Total Number of ISDN-PRI channels (T1)	0
SIP	Included
ECCP	Not Included
PowerOPS	0
VIPER ACD	0
Add-on for Radio Recorder	Included

Systems

VIPER	\$29,861.40
Power Stations	\$17,344.20
Power 911	\$756.00
Laptops	\$16,436.70
Object Server Hardware	\$4,536.00
Common Hardware	\$1,800.00
Peripheral Hardware	\$300.00
Network Equipment	\$6,960.00

Professional Services

Staging	\$3,250.00
Project Survey	\$2,775.00
Installation	\$15,250.00
Engineering Services	\$3,000.00
CCS Training	\$2,525.00
Project Management Services	\$13,630.99

Maintenance

Software Subscription	\$44,100.00
Software Protection and Remote Tech Support	\$15,120.00
On-Site Maintenance	\$80,850.00
Hardware Protection	\$20,820.00
Antivirus Recurring Fees	\$4,851.00

Model#	Description	Qty	List Price	Selling Price	Total
VIPER					
912817/BB	7 Foot Cabinet Prebuilt Building Block	1	\$20,100.00	\$20,100.00	\$20,100.00
912890/BB	Media Kit Prebuilt Building Block	1	\$100.00	\$0.00	\$0.00
911SIP	9-1-1 Ingress via SIP - License per position	2	\$495.00	\$311.85	\$623.70
912800	VIPER Gateway Shelf	1	\$990.00	\$623.70	\$623.70
912811/U	Application Server Position Access License Upgrade	5	\$497.50	\$0.00	\$0.00
912812/U	PBX Access License Upgrade	4	\$322.50	\$0.00	\$0.00
912814	Admin Interface Module (AIM)	2	\$1,400.00	\$882.00	\$1,764.00
911SIP/U	9-1-1 Ingress via SIP - License per position Upgrade	4	\$247.50	\$0.00	\$0.00
C10036	Power Cord Cable with A/C twist lock connector	3	\$150.00	\$150.00	\$450.00
912716/24	Cisco C2960X-24TS-L 24 port switch (without stacking module)	2	\$2,200.00	\$2,200.00	\$4,400.00
912716/S	Cisco Stacking module for C2960-X	2	\$950.00	\$950.00	\$1,900.00
Subtotal					\$29,861.40

Power Stations

914121/1	IWS Workstation - Software and Configuration	4	\$273.00	\$273.00	\$1,092.00
914600/3	IWS External Programmable Keypad - 24 Buttons	4	\$135.00	\$135.00	\$540.00
911809	A9C G3, Call Handling Accessories	4	\$530.00	\$333.90	\$1,335.60
911810-1	A9C G3 : Bundle	4	\$5,680.00	\$3,578.40	\$14,313.60
911785	Position Image - Power Station Gen3	1	\$100.00	\$63.00	\$63.00
Subtotal					\$17,344.20

Power 911

913100/U	Power 911 Client Access License Upgrade	4	\$4,997.50	\$0.00	\$0.00
913152	Power 911 Add-On Recorder for Radio (ITRR)	2	\$600.00	\$378.00	\$756.00
913152/U	Power 911 Add-on Recorder for Radio Upgrade	4	\$300.00	\$0.00	\$0.00
913202/U	Power 911 Server Access License Upgrade	4	\$997.50	\$0.00	\$0.00
913152/CD	ITRR Media Kit	1	\$100.00	\$0.00	\$0.00
Subtotal					\$756.00

Laptops

914114/BAK	Portable 9-1-1 Position (Back-up)	2	\$12,000.00	\$7,560.00	\$15,120.00
914158	Laptop VPN Support License	2	\$995.00	\$626.85	\$1,253.70
914158/CD	Laptop VPN - Installation Media	1	\$100.00	\$63.00	\$63.00
				Subtotal	\$16,436.70

Object Server Hardware

914962	IWS Server RACK - Type A	1	\$2,673.00	\$2,673.00	\$2,673.00
914121/3	IWS Object Server - Underlying Software	1	\$1,398.00	\$1,398.00	\$1,398.00
914958	Rocket Port Express Octacable DB9, PCIe Card	1	\$465.00	\$465.00	\$465.00
				Subtotal	\$4,536.00

Common Hardware

914956	1U Keyboard/LCD/Trackball/8-Port KVM	1	\$1,800.00	\$1,800.00	\$1,800.00
				Subtotal	\$1,800.00

Peripheral Hardware

600150	Punch Blocks	1	\$150.00	\$150.00	\$150.00
207-990000-046	Cable Cheat - 25PR, 25', MF	1	\$150.00	\$150.00	\$150.00
				Subtotal	\$300.00

Network Equipment

912833	Router for VIPER	2	\$2,080.00	\$2,080.00	\$4,160.00
914148	Firewall Appliance	2	\$1,350.00	\$1,350.00	\$2,700.00
914148/CD	Call Handling Firewall - Media Set	1	\$100.00	\$100.00	\$100.00
				Subtotal	\$6,960.00

Staging

950852	Front Room Equipment Staging - Per Position	6	\$250.00	\$250.00	\$1,500.00
950853	Back Room Equipment Staging - Per Cabinet	1	\$1,750.00	\$1,750.00	\$1,750.00
				Subtotal	\$3,250.00

Project Survey

950100	Project Survey (per Site)	1	\$1,500.00	\$1,500.00	\$1,500.00
960575	Living Expense per Day per Person	3	\$200.00	\$200.00	\$600.00
960580	Travel Fee per Person	1	\$1,250.00	\$675.00	\$675.00
				Subtotal	\$2,775.00

Installation

950104	Professional Services (per Day)	8	\$1,500.00	\$1,500.00	\$12,000.00
960575	Living Expense per Day per Person	10	\$200.00	\$200.00	\$2,000.00
960580	Travel Fee per Person	1	\$1,250.00	\$1,250.00	\$1,250.00
				Subtotal	\$15,250.00

Engineering Services

950516	Network Provisioning Services per day	2	\$1,500.00	\$1,500.00	\$3,000.00
				Subtotal	\$3,000.00

CCS Training

P10087	CCS Training	1	\$1,500.00	\$1,500.00	\$1,500.00
960575	Living Expense per Day per Person	2	\$200.00	\$200.00	\$400.00
960580	Travel Fee per Person	1	\$1,250.00	\$625.00	\$625.00
				Subtotal	\$2,525.00

Project Management Services

950510	Project Management Services	1	\$0.00	\$13,630.99	\$13,630.99
				Subtotal	\$13,630.99

Software Subscription

950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 1	2	\$150.00	\$150.00	\$300.00
950999/SUB1	Software Subscription Service - 1 Year/Position Year 1	4	\$1,500.00	\$1,500.00	\$6,000.00
950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 2	2	\$150.00	\$150.00	\$300.00
950999/SUB1	Software Subscription Service - 1 Year/Position Year 2	4	\$1,500.00	\$1,500.00	\$6,000.00
950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 3	2	\$150.00	\$150.00	\$300.00
950999/SUB1	Software Subscription Service - 1 Year/Position Year 3	4	\$1,500.00	\$1,500.00	\$6,000.00
950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 4	2	\$150.00	\$150.00	\$300.00
950999/SUB1	Software Subscription Service - 1 Year/Position Year 4	4	\$1,500.00	\$1,500.00	\$6,000.00
950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 5	2	\$150.00	\$150.00	\$300.00
950999/SUB1	Software Subscription Service - 1 Year/Position Year 5	4	\$1,500.00	\$1,500.00	\$6,000.00

950999/SUB1-BU	Year/Position Year 5 Software Sub Service - 1 Year/Position – Back Up Position Year 6	2	\$150.00	\$150.00	\$300.00
950999/SUB1	Software Subscription Service - 1 Year/Position Year 6	4	\$1,500.00	\$1,500.00	\$6,000.00
950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 7	2	\$150.00	\$150.00	\$300.00
950999/SUB1	Software Subscription Service - 1 Year/Position Year 7	4	\$1,500.00	\$1,500.00	\$6,000.00
				Subtotal	\$44,100.00

Software Protection and Remote Tech Support

950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Year 2	2	\$60.00	\$60.00	\$120.00
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Year 2	4	\$600.00	\$600.00	\$2,400.00
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Year 3	2	\$60.00	\$60.00	\$120.00
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Year 3	4	\$600.00	\$600.00	\$2,400.00
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Year 4	2	\$60.00	\$60.00	\$120.00
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Year 4	4	\$600.00	\$600.00	\$2,400.00
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Year 5	2	\$60.00	\$60.00	\$120.00
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Year 5	4	\$600.00	\$600.00	\$2,400.00
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Year 6	2	\$60.00	\$60.00	\$120.00
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Year 6	4	\$600.00	\$600.00	\$2,400.00
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Year 7	2	\$60.00	\$60.00	\$120.00
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Year 7	4	\$600.00	\$600.00	\$2,400.00
				Subtotal	\$15,120.00

On-Site Maintenance

950999/ONS1-2-BU	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys – Back Up Position Year 1	2	\$275.00	\$275.00	\$550.00
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950999/ONS1-2	On-Site Maintenance (1 Year), (per position / per year for 11 to 20 positions) Year 1	4	\$2,750.00	\$2,750.00	\$11,000.00
950999/ONS1-2-BU	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys – Back Up Position Year 2	2	\$275.00	\$275.00	\$550.00
950999/ONS1-2	On-Site Maintenance (1 Year), (per position / per year for 11 to 20 positions) Year 2	4	\$2,750.00	\$2,750.00	\$11,000.00
950999/ONS1-2-BU	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys – Back Up Position Year 3	2	\$275.00	\$275.00	\$550.00
950999/ONS1-2	On-Site Maintenance (1 Year), (per position / per year for 11 to 20 positions) Year 3	4	\$2,750.00	\$2,750.00	\$11,000.00
950999/ONS1-2-BU	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys – Back Up Position Year 4	2	\$275.00	\$275.00	\$550.00
950999/ONS1-2	On-Site Maintenance (1 Year), (per position / per year for 11 to 20 positions) Year 4	4	\$2,750.00	\$2,750.00	\$11,000.00
950999/ONS1-2-BU	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys – Back Up Position Year 5	2	\$275.00	\$275.00	\$550.00
950999/ONS1-2	On-Site Maintenance (1 Year), (per position / per year for 11 to 20 positions) Year 5	4	\$2,750.00	\$2,750.00	\$11,000.00
950999/ONS1-2-BU	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys – Back Up Position Year 6	2	\$275.00	\$275.00	\$550.00
950999/ONS1-2	On-Site Maintenance (1 Year), (per position / per year for 11 to 20 positions) Year 6	4	\$2,750.00	\$2,750.00	\$11,000.00
950999/ONS1-2-BU	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys – Back Up Position Year 7	2	\$275.00	\$275.00	\$550.00
950999/ONS1-2	On-Site Maintenance (1 Year), (per position / per year for 11 to 20 positions) Year 7	4	\$2,750.00	\$2,750.00	\$11,000.00

Subtotal \$80,850.00

Hardware Protection

950999/HPMN1-BRD	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment Year 2	1	\$2,000.00	\$2,000.00	\$2,000.00
950999/HPMN1-BU	Hardware Protect Multi-Node System - 1 Year/Pos – Back Up Position Year 2	2	\$35.00	\$35.00	\$70.00
950999/HPMN1	Hardware Protection Multi-Node System - 1 Year/Position Year 2	4	\$350.00	\$350.00	\$1,400.00
950999/HPMN1-BRD	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment Year 3	1	\$2,000.00	\$2,000.00	\$2,000.00
950999/HPMN1-BU	Hardware Protect Multi-Node	2	\$35.00	\$35.00	\$70.00

	System - 1 Year/Pos – Back Up Position Year 3				
950999/HPMN1	Hardware Protection Multi-Node System - 1 Year/Position Year 3	4	\$350.00	\$350.00	\$1,400.00
950999/HPMN1-BRD	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment Year 4	1	\$2,000.00	\$2,000.00	\$2,000.00
950999/HPMN1-BU	Hardware Protect Multi-Node System - 1 Year/Pos – Back Up Position Year 4	2	\$35.00	\$35.00	\$70.00
950999/HPMN1	Hardware Protection Multi-Node System - 1 Year/Position Year 4	4	\$350.00	\$350.00	\$1,400.00
950999/HPMN1-BRD	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment Year 5	1	\$2,000.00	\$2,000.00	\$2,000.00
950999/HPMN1-BU	Hardware Protect Multi-Node System - 1 Year/Pos – Back Up Position Year 5	2	\$35.00	\$35.00	\$70.00
950999/HPMN1	Hardware Protection Multi-Node System - 1 Year/Position Year 5	4	\$350.00	\$350.00	\$1,400.00
950999/HPMN1-BRD	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment Year 6	1	\$2,000.00	\$2,000.00	\$2,000.00
950999/HPMN1-BU	Hardware Protect Multi-Node System - 1 Year/Pos – Back Up Position Year 6	2	\$35.00	\$35.00	\$70.00
950999/HPMN1	Hardware Protection Multi-Node System - 1 Year/Position Year 6	4	\$350.00	\$350.00	\$1,400.00
950999/HPMN1-BRD	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment Year 7	1	\$2,000.00	\$2,000.00	\$2,000.00
950999/HPMN1-BU	Hardware Protect Multi-Node System - 1 Year/Pos – Back Up Position Year 7	2	\$35.00	\$35.00	\$70.00
950999/HPMN1	Hardware Protection Multi-Node System - 1 Year/Position Year 7	4	\$350.00	\$350.00	\$1,400.00
				Subtotal	\$20,820.00

Antivirus Recurring Fees

914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 1	11	\$63.00	\$63.00	\$693.00
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 2	11	\$63.00	\$63.00	\$693.00
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 3	11	\$63.00	\$63.00	\$693.00
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 4	11	\$63.00	\$63.00	\$693.00
914143	Symantec EndPoint Protection	11	\$63.00	\$63.00	\$693.00

914143	Manager (EPM) - 1 year Year 5 Symantec EndPoint Protection	11	\$63.00	\$63.00	\$693.00
914143	Manager (EPM) - 1 year Year 6 Symantec EndPoint Protection	11	\$63.00	\$63.00	\$693.00
	Manager (EPM) - 1 year Year 7				
				Subtotal	\$4,851.00
				Total	\$284,166.29

Notes

- 1** This quote is for a new VIPER 7 Multi-node System. Franklin County and Patrick County are two long standing VIPER/P911 PSAP's that also subscribe to our A911 services. These sites will be upgraded with Franklin County becoming Node A and Patrick County becoming Node B.

Customer to provide the following peripheral equipment, as required:

Additional Backroom Equipment Required:

Two (2) modems to ALI Database

One (1) ACDR Printer (serial printer i.e. Microline 320)

One (1) Network Laser Printer

One (1) Dial-Up Line for Remote Monitoring and Maintenance must be provisioned.

Additional Power IWS Equipment Required:

Each IWS computer required sufficient CAT5 Network Cabling (3 per position, minimum) not normally supplied by West Safety Solutions, Corp, to reach the Network Switches (The switches are installed in the VIPER cabinet).

The Standard Operating Procedure & Premise Information Modules require customer input of data.

- 2** All inter-site connectivity is the responsibility of the Customer. WAN equipment, software, and connectivity to be procured, installed, and configured by the Customer

Unless otherwise specified in this quotation, routers are not included.

Two (2) connections are required between each site and the WAN.

WAN Requirements

- Layer 3 routing must be provided between all locations
 - Certified CAT5e/CAT6 between all network switches
 - Guaranteed Bandwidth for all Intrado applications
 - Low Latency (< 40ms)
 - Low Jitter (< 5ms)
 - Support for DHCP Relay/Forwarding (per RFC 1542) from all VIPER subnets to their associated primary Application Server
 - Support for QoS (Quality of Service) as needed
 - Security against intrusion and virus attack
 - Reliable links (fault tolerant) – no single point of failure may cause a Layer 3 disruption for more than four (4) seconds, multicast may not be disrupted for more than ten (10) seconds.
 - DNS Caching and forwarding from satellite sites to all VIPER Application Servers
 - Support for Multicast traffic between all subnets of a discrete VIPER system (however Multicast traffic between satellite subnets is not required).
 - Multicast traffic must not pass between separate discrete VIPER systems
 - A Dial-Up Line for Remote Monitoring and Maintenance must be provisioned.
-

3 The 3rd Party Recorder Interface Kit provides the following:

- 1) Physical IP packet-capture solution. This is the mechanism by which the VIPER SIP and RTP packets are securely shared with the 3rd party recorder.
- 2) VIPER 3rd party recording license. This is the VIPER-side license that enables a 3rd party recorder to have a one-way IP connection to VIPER. One is needed per VIPER node.
- 3) Packet description document. This document details all of the VIPER SIP/RTP messages that are relevant for a 3rd party recorder.

Please note that in all cases, Intrado will not be responsible for the support or provisioning of the 3rd party recorder.

4 **Professional Services:** This quote represents an estimate of labor costs to perform the work described in this quote. If the amount of labor needed to correct the issue can't be accomplished time allotted in this quote, Intrado will contact the customer representative before performing additional labor. If the actual labor to perform the work is significantly less than the amount quoted, the final charge may be adjusted.

5 The Project Survey is intended to identify any additional miscellaneous equipment or services required to ensure smooth installation and operation of the quoted system. Additional costs may be incurred upon completion of the Project Survey.

6 Comprehensive Project Management

This is a service offered to partners that do not have a Project Manager assigned to the project, where Intrado's Comprehensive Project Management (CPM) provides a Project Manager that coordinates all project activity.

The CPM provides complete, end-to-end project management support and services that could include on-site support, project documentation, formal reporting, as well as coordination of deliveries both internally as well as with the partner and the end customer.

The CPM level of service includes all services in the basic level plus the following:

- Site survey is reviewed (or initiated and then reviewed) to verify that site and system environment are ready for installation
 - Scope of Work is completed (includes a Project Schedule of key dates)
 - Review system design
 - Site and/or network diagram are completed as required
 - 3rd Party contractors included in the sales order are contacted and managed
 - Project kick-off meeting is scheduled with the end customer and held via conference call or optionally on site
 - Comprehensive risk assessment and mitigation planning
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- Overall project coordination
 - Weekly project status meetings are scheduled, led and documented
 - Customer configuration for staging is collected and communicated
 - Equipment staging (if ordered) and shipping is managed"
 - Coordinate on-site delivery
 - Equipment receipt and inventory is validated
 - Intrado resources are scheduled and managed with project implementation and cut-over requirements
 - Maintain all project related communications and documentation
 - Complete Site Book for delivery to end customer at time of handover to service
 - Variable: Project Manager Presence on-site (with additional per day and travel cost components). This is typically required for project kickoff (if on-site), final site evaluation, and cut-over project management services
-

- 7** **Software Subscription Service** provides the customer with access to software upgrades including new features. This offering only provides for the availability of the software. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

Intrado will provide periodic software release bulletins to customers which announce and explain new feature releases for Intrado software. Customers may then request the new release or version from Intrado based on applicability of the release to customer's system. The customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.

- 8** **Software Protection and Remote Technical Support** is a coverage requirement with the purchase and ownership of Intrado CPE system equipment.

Software Protection and Remote Technical Support cannot be deleted from quotes or system orders. Once a Software Protection and Remote Technical Support service contract is established for the site during system initial purchase, all items subsequently added to the site will not require an additional contract, but the acquisition of additional positions will increase the price of the services.

- a. For sites with one year coverage contracts, the increased price will be reflected in the quote at the next contract renewal point.
- b. For sites with multi-year agreements, the customer will be required to retract the remaining years of the original purchase order and issue a new purchase order for the remaining period covering the original system and new positions.

If a contract for Software Protection and Remote Technical Support expires without renewal, causing a lapse in coverage, the customer's access to the Support Center will be discontinued and a notification of services termination will be issued. Reinstatement of the lapsed coverage will require the following from the customer:

- a) Payment in full for the lapsed period at the prevailing per-seat rate
 - b) Purchase of a new maintenance agreement (one-year or five-year)
 - c) System Recertification fees in the form of a Class A inspection at \$1,500.00 per day plus related travel and
-

expense charges.

Software Protection

This offering provides for the availability of software product updates. Installation and training (if needed) are not included. Intrado will publish periodic software release bulletins to customers which announce important product updates for Intrado software. Customers may then request the new update from Intrado based on applicability of the release to customer's system. Customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.

Remote Technical Support

Support is provided by associates who specialize in the diagnosis and resolution of system performance issues. Remote Technical Support is available 24/7 through both a toll free hotline and a secure customer Internet portal. All service inquiries are tracked by a state-of-the-art CRM trouble ticket system that can be queried by customers through the online portal to obtain the most up-to-date status on their issues.

- 9 **On-site Support Services** are primarily designed to assist with issues that require system expertise in troubleshooting and restoration at the customer's location.

On-site Support Services include travel costs and time and labor related to the service incident. Also included in the service are quarterly on-site preventative and routine maintenance reviews (four per year) of the customer's Intrado system. These maintenance visits can include the installation of routine updates to software. Training, configuration changes, reprogramming and system upgrade labor are not included in this offering, but are available for purchase.

On-Site Support Services options include the designation of a technician dedicated specifically to the customer's deployment(s), or alternately a non-dedicated resource available for use with other customers. Intrado may engage third-party vendors to provide the On-Site Support Services.

- 10 **Hardware Protection Service** provides for the replacement of any non-operating Intrado provided hardware component, with the exception of monitors. This offering only provides for the replacement of the hardware item. Installation services and training (if needed) are not included. This service does not cover items where warranty has been voided due to abuse, Force Majeure or other actions.

When the Intrado Technical Support Center concludes that an item is non-operational, a fully functioning new or refurbished unit will be shipped to the customer. This unit will then become the property of the customer and will restore the functionality of the non-working item, but it may not be the exact same model as the original. The shipment of the replacement item will include a pre-printed shipping label used for the return of the nonworking item from the customer.

Terms

VENDOR NAME	Intrado Life & Safety Solutions Corporation Include quote number and customer EIN/Tax Identification Number on P.O.
SUBMIT P.O.	ordermanagement.safetyservices@west.com
PRICING	All prices are in USD Taxes, if applicable, are extra. Handling and Shipping charges are extra unless specified on the quote.
SHIPPING TERMS	FCA (Montreal), INCOTERMS 2010
PAYMENT	Per Contract
DELIVERY	TBD
VALIDITY	Quote expires on December 08, 2020. However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time.
COPYRIGHT	The information contained in this document is proprietary to Intrado Life & Safety Solutions Corp and is offered solely for the purpose of evaluation.



Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Local CARES Act Citizen Safety Net Administration Contract</p>	<p><u>AGENDA DATE:</u> August 18, 2020</p>
<p><u>SUBJECT/PROPOSAL/REQUEST:</u> Agreement with the United Way of the Roanoke Valley to administer County Citizen Safety Net program</p>	<p><u>BOARD ACTION:</u> Yes <u>INFORMATION:</u> Yes <u>ATTACHMENTS:</u> Yes</p>
<p><u>STRATEGIC PLAN FOCUS AREA:</u></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><u>CONSENT AGENDA:</u> No <u>ATTACHMENTS:</u> No</p> <p><u>STAFF CONTACT(S):</u> Carter, Burnette</p> <p><u>REVIEWED BY:</u> Christopher L. Whitlow, County Administrator </p>

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. As part of the first round of projects approved by the Board on July 21st, the County has created a \$300,000 grant pool to assist local citizens impacted by COVID with rent/mortgage assistance and utility assistance. Residents that have fallen behind on their rent, mortgage, electric, and/or water/sewer bills due to COVID (lost job, reduced hours, etc.) may apply for funds to assist them. Franklin County does not have the staff or expertise to administer this fund and has reached out to the United Way of the Roanoke Valley (UWRV) for assistance.

DISCUSSION:

At the Board's July 21st meeting, it was approved to create a fund of \$300,000 to assist County citizens with past due mortgage/rent and utility bills. Staff has since worked with the UWRV on the implementation of this program. It was found that the Franklin County Department of Social Services (DSS) has the ability to take on the screening of potential applicants for the utilities portion of this fund as well as make payments to the utility providers. STEP has been designated by the Commonwealth to handle rent/mortgage assistance with state funds which can be bolstered by County dollars from the Citizen Safety Net program. Through these three entities the County will be able to provide the urgent assistance needed by County residents. After discussions with UWRV, STEP, and DSS, it is recommended that the \$300,000 pool be broken down into \$225,000 for utilities and \$75,000 for rent/mortgage assistance. This is due to the fact that STEP has received some funding from the state for rent/mortgage assistance and County dollars will be used to supplement this original program.

The UWRV has agreed to administer the program for the County and be responsible for all recordkeeping and assistance evaluations as required by the CARES Act. Their work in the community makes them singularly qualified to administer these funds on behalf of the County. Staff from the County and UWRV have put together a mutually-acceptable Memorandum of Understanding (MOU) for Board approval that will allow the parties to launch the program immediately after Board approval. The UWRV would be paid \$24,500 out of the County's CARES allocation for their work to administer the program. STEP and DSS are parties to this MOU.

RECOMMENDATION:

Staff respectfully requests that the Board approve an MOU with the United Way of the Roanoke Valley, DSS, and STEP to administer and implement the Citizen Safety Net program and to authorize the County Administrator and County Attorney to execute the MOU.

POSSIBLE BOARD ACTIONS:

MOTION to APPROVE:

I make a motion to approve an MOU with the United Way of the Roanoke Valley, DSS, and STEP to administer and implement the Citizen Safety Net program and to authorize the County Administrator and County Attorney to execute the MOU.

MOTION to TABLE:

I make a motion to table a MOU with the United Way of the Roanoke Valley, DSS, and STEP to administer and implement the Citizen Safety Net program until additional information is provided.

MOTION to DENY:

I make a motion to deny an MOU with the United Way of the Roanoke Valley, DSS, and STEP to administer and implement the Citizen Safety Net program and to authorize the County Administrator and County Attorney to execute the MOU.

**MEMORANDUM OF UNDERSTANDING
BETWEEN UNITED WAY OF ROANOKE VALLEY, INC., FRANKLIN COUNTY DEPARTMENT OF
SOCIAL SERVICES, STEP, INC AND FRANKLIN COUNTY
FOR CARES ACT – SAFETY NET FUNDING DISBURSEMENT**

This Memorandum of Understanding (MOU) is dated August 18, 2020 between Franklin County, Virginia, a Virginia municipal corporation, hereinafter referred to as the "County" or "Owner", United Way of Roanoke Valley, Inc., a Virginia corporation, hereinafter referred to as the "UWRV", STEP, Inc., a Virginia corporation, hereinafter referred to as the "STEP", and Franklin County Department of Social Services, hereinafter referred to as the "DSS".

WITNESSETH:

WHEREAS, STEP and DSS agree to provide direct client services to disburse the CARES Act – Safety Net Funding (primarily covering utility, rent/mortgage assistance, water/sewer) for the County by directly working with UWRV, and each other, to serve families impacted by COVID-19 in the locality.

NOW, THEREFORE, THE COUNTY, UWRV, STEP, and DSS AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES

County agrees to:

1. Reimburse the following implementation partners for assistance provided through December 15, 2020 to eligible Franklin County residents impacted by COVID-19 (laid off, furloughed, or have had reduced work hours) within two weeks of submitting necessary invoice and documentation, as follows:
 - STEP, Inc up to \$75,000 for rent and mortgage assistance, including 5% for staffing costs
 - Franklin County Department of Social Services up to \$225,000 for utility assistance (i.e. water/sewer, heating/cooling, electricity), including 5% for staffing costs;
2. Work with UWRV staff to validate tracking of number served and amount disbursed as reported by partners, with the amounts paid out/reimbursed by the County to partners;
3. Provide the content for all visual, written, audible, or any other communications pertinent to agencies receiving CARES Act funding from the County;
4. Monitor and assess the distribution of funds and reallocate or provide additional funding as available;
5. Compensate funded partners for the services rendered as outlined in Section 2.

UWRV agrees to:

1. Set-up an online form for agencies to track and report assistance provided on a weekly basis;
2. Monitor implementation of funded agencies through in-person and virtual check-ins, convene conversations among funded agencies and the County to facilitate coordination and streamline referrals, and work with partners to ensure that awarded funds are applied to COVID-related eligible expenses incurred between March 1 - December 31, 2020;
3. Generate reports summarizing the services provided and people helped with CARES Act Funding to the County based on data reported by agencies;
4. Assist in identifying and recommending other emerging needs of vulnerable families in the County through reports and conversations with local partners;

5. Work with the County and funded partners to ensure equitable, timely and effective access of basic needs services to County residents.
6. Provide County, STEP and DSS leadership with the following deliverables as part of the administration of CARES Act safety net funding:

Deliverables	Due Dates
Bi-monthly check-ins with funded partners (1 individual and 1 as a group)	September –December 2020
Monthly check-ins with FC leadership to share progress	September – December 2020
Written benchmark report (e.g. served to date, spent to date, documented challenges, adjustments needed, emerging needs)	October 5, 2020 (covering data through September 30, 2020)
Final Report CARES Act funding submitted to FC leadership	January 8, 2021 (covering data through end of the grant period – December 31, 2020)
Weekly summary reports to County	Beginning one week after MOU's are executed

Funded Partners Agree to:

1. Work with UWRV on design and implementation of the CARES Act – Safety Net Funding program.
2. Provide employees to facilitate safety net assistance (primarily covering utility, rent/mortgage assistance, water/sewer) to Franklin County families through CARES Act funding.
3. Conduct and operate the program as follows:
 - Utilize the following criteria for screening families for eligibility to receive assistance through the CARES Act funding:
 - Resident of Franklin County, VA
 - Laid off, furloughed, reduction in hours, etc. due to COVID-19
 - For housing (rent/mortgage) assistance, a late notice for payment must be provided for services
 - For utility assistance (electric, water/sewer), a late notice must be provided for services
 - Directly pay to the provider the approved funds on behalf of the client;
 - Refer clients who need assistance to the other agency, as appropriate;
 - Clients are only allowed assistance once between date of execution and December 15, 2020, unless agreed upon by all parties.
4. Submit weekly reports to UWRV that are itemized to include the following information for CARES Act funding eligible clients:
 - Individual households assisted as identified by case number;
 - Indication of COVID-19 impact (laid off, furloughed, reduced hours, etc.);
 - Number of persons assisted in household;
 - Number of children under 18;
 - Type of assistance provided;
 - Amount of assistance provided;
 - If referral from other partner, did they receive assistance from the other organization;
 - List any other unmet needs.
5. Submit monthly to the county, an itemized request for reimbursement, preferably from an accounting system, that includes the following:
 - Clients listing by case number;
 - Indication of COVID-19 impact (laid off, furloughed, reduced hours, etc.);

- Copy of utility bill or housing payment notice reflecting Franklin County address.
6. Maintain documentation of CARES Act – Safety Net Funding program eligibility for each client served for awarded funds for auditing purposes for a period of at least five (5) years.

SECTION 2. FEES AND PAYMENT TERMS

The County agrees to:

Pay DSS eligible client cost through payment of the DSS credit card utilizing the county payment process for services rendered from August – December 2020;

Pay STEP's invoice within two weeks of receipt of complete invoice for services rendered from August – December 2020;

Partners are allowed to invoice for up to 5% in administrative cost for the total of the invoice.

If any party wants to renew the MOU, that party shall give a written request to renew to the other parties at least sixty (60) days prior to the expiration of the original term or any renewal term of the MOU. The party receiving such request shall either accept or reject in writing such request within thirty (30) days of receipt of that request, provided, however, if the parties receiving the request to renew fail to respond within fifteen (15) days, the request to renew shall be deemed to be rejected, unless the parties mutually agree otherwise.

All terms and conditions shall remain in force for the term of this MOU and for any renewal period unless modified by mutual written agreement of all parties. Prices shall not be increased during the term of this MOU.

SECTION 3. USE OF NAME

STEP and DSS may use the County's name and logo to identify the County as a collaborator for use and reference in corporate, promotional and marketing materials, and website. With the exception of printed materials, press releases, and/or media articles or interviews for this partnership, the name of any party may not be used for any other purposes without prior approval.

STEP and DSS may use UWRV's name and logo to identify UWRV as a collaborator for use and reference in corporate, promotional and marketing materials, and website. With the exception of printed materials, press releases, and/or media articles or interviews for this partnership, the name of any party may not be used for any other purposes without prior approval.

SECTION 4. SALES TAX EXEMPTION

The County is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the County's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 54-6001286.

SECTION 5. INSPECTION

The County shall have a reasonable time after receipt of items and before payment to inspect all items for conformity to this MOU. If all or some of the items delivered to the County do not fully conform to the provisions hereof, the County shall have the right to reject and return such non-conforming items, at the sole cost of the invoicing agency.

SECTION 6. HOLD HARMLESS AND INDEMNITY

STEP and DSS shall indemnify and hold harmless UWRV and the County and their officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of their or their employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near UWRV or the County's property or arising in any way out of or resulting from any of the work or items to be provided under this MOU, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. STEP and DSS agree to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this MOU.

SECTION 7. COMPLIANCE WITH LAWS AND REGULATIONS, AND IMMIGRATION LAW

STEP and DSS agree to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to all applicable licensing requirements, environmental regulations, and OSHA regulations. STEP and DSS further agrees that they do not and shall not during the performance of its MOU knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

SECTION 8. REPORTS, RECORDS AND AUDIT

STEP and DSS agrees to maintain all books, records, electronic data, and other documents relating to this MOU for a period of five (5) years after the end of each fiscal year included in this MOU. UWRV and the County, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to request, examine, copy, and/or audit any such materials during the term of the Contract and such retention period, upon prior written notice to DSS and/or STEP. This includes the right to audit and/or examine any of STEP's or DSS's documents and/or data as UWRV and the County deems appropriate to protect the County's interests.

SECTION 9. DEFAULT

If STEP or DSS fails or refuses to perform any of the terms of this MOU, including poor services, work or materials, UWRV and the County may, by written notice to the party, terminate this MOU in whole or in part. In addition to any right to terminate, the County may enforce any remedy available at law or in equity in connection with such default, and STEP or DSS shall be liable for any damages to the County resulting from their default. The County further reserves the right to immediately obtain such work or services from other entities in the event of a default.

SECTION 10. NON-WAIVER

STEP and DSS agrees that UWRV's or the County's waiver or failure to enforce or require performance of any term or condition of this MOU or UWRV's or the County's waiver of any particular breach of this MOU by STEP and/or DSS extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this MOU or a waiver of any other breaches of the MOU by STEP and/or DSS and does not bar UWRV or the County from requiring STEP and/or DSS to comply with all the terms and conditions of the MOU and does not bar the County from asserting any and all rights and/or remedies it has or might have against STEP and/or DSS under this MOU or by law.

SECTION 11. FORUM SELECTION AND CHOICE OF LAW

This MOU shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this MOU shall only be proper in the Franklin County Circuit Court, or in the Franklin County General District Court if the amount in controversy is within the jurisdictional limit

of such court, and all parties to this MOU voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this MOU shall not be construed in favor of or against either party, but shall be construed according to their fair meaning as if all parties jointly prepared this MOU.

SECTION 12. SEVERABILITY

If any provision of this MOU, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall not be affected and all other terms and conditions of this MOU shall be valid and enforceable to the fullest extent permitted by law.

SECTION 13. NON-DISCRIMINATION

1. During the performance of this MOU, STEP and DSS agree as follows:
 - STEP and DSS will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, pregnancy, or any 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 STEP or DSS. STEP and DSS agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - STEP and DSS in all solicitations or advertisements for employees placed by or on behalf of STEP or DSS will state that STEP or DSS is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. STEP and DSS will include the provisions of the foregoing Section (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SECTION 14. DRUG-FREE WORKPLACE

1. During the performance of this MOU, STEP and DSS agree to (i) provide a drug-free workplace for their 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 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 STEP and/or DSS that STEP and/or DSS maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to STEP and/or DSS, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

SECTION 15. FAITH-BASED ORGANIZATIONS

Pursuant to Virginia Code Section 2.2-4343.1, be advised that UWRV and the County do not discriminate against faith-based organizations.

SECTION 16. ASSIGNMENT

STEP and/or DSS may not assign or transfer this MOU in whole or in part except with the prior written

consent of UWRV and the County, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve STEP and/or DSS from any of the covenants or undertakings contained in this MOU and STEP and/or DSS shall remain liable for the MOU during the entire term thereof.

SECTION 17. CONTRACTUAL DISPUTES

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after the earlier of the final payment or termination of the MOU or notice from the County to any party that the County disputes the amount of STEP's or DSS's request for final payment. However, written notice of STEP's or DSS's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by STEP or DSS. A written decision upon any such claims will be made by the County Administrator or the County Administrator's designee within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the County Administrator. STEP or DSS may not institute legal action prior to receipt of the County's decision on the claim unless the County Administrator fails to render such decision within 120 days from submittal of STEP's or DSS's claim. The decision of the County Administrator shall be final and conclusive unless STEP or DSS within six (6) months of the date of the final decision on a claim or from expiration of the 120-day time limit, whichever occurs first, initiates legal action as provided in Section 2.2 - 4364, of the Va. Code. Failure of the County to render a decision within said 120 days shall not result in STEP or DSS being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the County's failure to render a decision within said 120 days shall be STEP's or DSS's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2 - 4365 of the Va. Code has been established for contractual claims under this MOU.

SECTION 18. SUCCESSORS AND ASSIGNS

The terms, conditions, provisions, and undertakings of this MOU shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

SECTION 19. HEADINGS

The captions and headings in this MOU are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this MOU.

SECTION 20. COUNTERPART COPIES

This MOU may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

SECTION 21. AUTHORITY TO SIGN

The persons who have executed this MOU represent and warrant that they are duly authorized to execute this MOU on behalf of the party for whom they are signing.

SECTION 22. NOTICES

All notices must be given in writing and shall be validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To Franklin County:	Franklin County - Economic Development Attn: Michael Burnette 1255 Franklin Street, Suite 112 Rocky Mount, Virginia 24151
Email:	Michael.Burnette@franklincountyva.gov
Phone:	(540) 483-3030
If to UWRV:	United Way of Roanoke Valley, Inc. Attn: Abby Hamilton 325 Campbell Ave Roanoke, VA 24016
Email:	abby@uwrv.org
Phone:	540-777-4201
If to STEP, Inc:	Sammi Rader
Email:	Sammi.Rader@stepincva.com
Phone:	540-483-5142
If to DSS:	Deborah Powell
Email:	deborah.powell@dss.virginia.gov
Phone:	540-483-9247

Notices shall be deemed to be effective one day after sending *if* sent by overnight courier or three (3) days after sending it by certified mail, return receipt requested.

SECTION 23. PROTECTING PERSONS AND PROPERTY

STEP and DSS expressly undertakes both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected by STEP's or DSS's operation in connection with the Work. STEP and DSS will maintain adequate protection of all their Work to prevent damage to it and shall protect the County's property from any injury or loss arising in connection with this MOU and to protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. STEP and DSS agree to be responsible for the entire Work and will be liable for all damages to the Work, including, but not limited to, damages to any property of UWRV or the County or to any property in the vicinity or adjacent to the Work. All damage with respect to the Work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of UWRV or the County shall be the responsibility of STEP or DSS. STEP and/or DSS shall also be responsible for any inventory shortages and discrepancies of any type.

SECTION 24. MOU SUBJECT TO FUNDING

This MOU is subject to funding from the CARES Act. If any such funding is not provided, withdrawn, or otherwise not made available for this MOU, STEP and DSS agree that the County may terminate this MOU on seven (7) days written notice to STEP and/or DSS, without any penalty or damages being incurred by UWRV or the County. STEP and DSS further agree to comply with any applicable requirements of any grants and/or agreements providing such funding.

SECTION 25. SUSPENSION OR TERMINATION OF MOU

UWRV or the County, at any time, may order STEP or DSS to immediately stop work on this MOU, and/or by seven days (7) written notice may terminate this MOU, with or without cause, in whole or in part, at any

time. Upon receipt of such notice, STEP or DSS shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the County all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by STEP or DSS in performing this MOU whether completed or in process (unless otherwise directed by the notice).

1. If the termination or stop work order is due to the failure of STEP or DSS to fulfill any of its MOU obligations, UWRV and/or the County may take over the Work and prosecute the same to completion by MOU or otherwise. In such case, STEP and/or DSS shall be liable to UWRV or the County for any damages allowed by law, and upon demand of UWRV or the County shall promptly pay the same to UWRV or the County.
2. Should the MOU be terminated or work is stopped not due in any way to the fault of STEP or DSS, they shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by UWRV and the County and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
3. The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this MOU and County may pursue any and all such rights and remedies against STEP and DSS as it deems appropriate.

SECTION 26. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA

STEP and DSS shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. STEP and DSS shall not allow their existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the MOU. UWRV and the County may void the MOU if STEP or DSS fails to remain in compliance with the provisions of this section.

SECTION 27. OWNERSHIP OF REPORTS AND DOCUMENTS

STEP and DSS agree that all reports and any other documents (including electronic data) prepared for, obtained in connection with, and/or required to be produced in connection with this MOU shall be delivered by STEP and/or DSS to UWRV and/or the County and all such items shall become the sole property of the County. STEP and DSS agree that the County shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the County may reproduce, copy, and use all such items as the County deems appropriate, without any restriction or limitation on their use and without any cost or charges to the County from STEP and DSS. STEP and DSS hereby transfers and assigns all such rights and items to the County. STEP and DSS further agree they will take any action and execute any documents necessary to accomplish the provisions of this Section. STEP and DSS also warrant that STEP and DSS has good title to all materials, equipment, documents, and supplies which it uses in the Work or for which it accepts payment in whole or in part.

SECTION 28. ENTIRE MOU

This MOU, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This MOU may be modified only by written agreement properly executed by the parties.

IN WITNESS WHEREOF, the parties hereto have signed this MOU by their authorized representatives.

WITNESS:

Printed Name and Title

Approved as to form:

United Way of Roanoke Valley, Inc.

BY: _____

Printed Name and Title

Franklin County, VA

BY: _____

Printed Name and Title

STEP, Inc.

BY: _____

Printed Name and Title

Franklin County Dept. of Social Services

BY: _____

Printed Name and Title

Appropriation and Funds Required
for this MOU certified

County Attorney

Director of Finance
Account #:

Approved as to execution:

County Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN UNITED WAY OF ROANOKE VALLEY, INC.
AND FRANKLIN COUNTY
FOR CARES ACT – SAFETY NET FUNDING ADMINISTRATION**

This Memorandum of Understanding (MOU) is dated August 18, 2020 between Franklin County, Virginia, a Virginia municipal corporation, hereinafter referred to as the "County" or "Owner", and United Way of Roanoke Valley, Inc., a Virginia corporation, hereinafter referred to as the "UWRV."

WITNESSETH:

WHEREAS, UWRV agrees to furnish all equipment, materials, goods, labor, and services necessary to support the County in the administration, management and reporting on CARES Act – Safety Net Funding (primarily covering utility, rent/mortgage assistance, water/sewer); and to facilitate coordination among local agencies receiving this funding and serving families impacted by COVID-19 in the locality.

NOW, THEREFORE, THE COUNTY AND UWRV AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES

County agrees to:

1. Provide the following to UWRV:
 - Identify individuals from County that will provide direction and guidance on decision-making
 - Direction in the development of funding eligibility, areas/issues where funding will be directed, approved list of partners, award amounts, and process for distributing funds
2. Work jointly with UWRV staff to identify data to be collected and documentation needed for partner reporting, and for informing additional safety net investment;
3. Reimburse the following implementation partners for assistance provided through December 15, 2020 to eligible Franklin County residents impacted by COVID-19 (laid off, furloughed, or have had reduced work hours) within two weeks of submitting necessary invoice and documentation, as follows:
 - STEP, Inc up to \$75,000 for rent and mortgage assistance
 - Franklin County Department of Social Services up to \$225,000 for utility assistance (i.e. water/sewer, heating/cooling, electricity)
4. Work with UWRV staff to validate tracking of number served and amount disbursed as reported by partners, with the amounts paid out/reimbursed by the County to partners.
5. Provide the content for all visual, written, audible, or any other communications pertinent to agencies receiving CARES Act funding from the County;
6. Compensate UWRV for the services rendered as outlined in Section 2.

UWRV agrees to:

1. Work jointly with County staff to identify and document local needs and align priorities for CARES Act safety net funding;
2. Set-up an online form for agencies to track and report assistance provided on a weekly basis;
3. Generate documents for use by County staff and Board of Supervisors in their decision-making;

4. Document meetings and funding decisions in compliance with CARES Act funding guidelines;
5. Maintain a physical presence in the County during the project period to facilitate partner coordination and assistance via telephone, email, online meeting, and in-person. Such support will be provided directly to the County and its selected implementation partners during normal business hours.
6. Monitor implementation of funded agencies through in-person and virtual check-ins, convene conversations among funded agencies and the County to facilitate coordination and streamline referrals, and work with partners to ensure that awarded funds are applied to COVID-related eligible expenses incurred between March 1 - December 31, 2020;
7. Generate reports summarizing the services provided and people helped with CARES Act Funding to the County based on data reported by agencies;
8. Assist in identifying and recommending other emerging needs of vulnerable families in the County through reports and conversations with local partners;
9. Work with the County and funded partners to ensure equitable, timely and effective access of basic needs services to County residents.
10. Provide County leadership with the following deliverables as part of the administration of CARES Act safety net funding:

Deliverables	Due Dates
Client eligibility information and guidance for partners applying for/receiving FC CARES Act safety net funding (specifically, how CARES Act funding will be administered in tandem with other funds)	August 10 , 2020
Documentation of fund distribution process, tracking form, and MOU template for agencies awarded funding	August 15, 2020
Bi-monthly check-ins with funded partners (1 individual and 1 as a group)	September –December 2020
Monthly check-ins with FC leadership to share progress	September – December 2020
Written benchmark report (e.g. served to date, spent to date, documented challenges, adjustments needed, emerging needs)	October 5, 2020 (covering data through September 30, 2020)
Final Report CARES Act funding submitted to FC leadership	January 8, 2021 (covering data through end of the grant period – December 31, 2020)

SECTION 2. FEES AND PAYMENT TERMS

The County agrees to pay UWRV \$24,500.00 for the administration of the CARES Act funding to cover the following services to be rendered from August – December 2020:

Item/Description	Cost
Dedicated program staffing to support implementation (project management, partner engagement and coordination, reporting) equivalent to approximately 0.25 FTE	\$20,000
Local office rent/utilities	\$4,500
TOTAL	\$24,500

UWRV will invoice the County 20% of the admin fee each month from August – December, 2020.

If either party wants to renew the MOU, that party shall give a written request to renew to the other party at least sixty (60) days prior to the expiration of the original term or any renewal term of the MOU. The party receiving such request shall either accept or reject in writing such request within thirty (30) days of receipt of that request, provided, however, if the party receiving the request to renew fails to respond within fifteen (15) days, the request to renew shall be deemed to be rejected, unless the parties mutually agree otherwise.

All terms and conditions shall remain in force for the term of this MOU and for any renewal period unless modified by mutual written agreement of both parties. Prices shall not be increased during the term of this MOU.

SECTION 3. USE OF NAME

UWRV may use the County's name and logo to identify the County as a collaborator for use and reference in UWRV's corporate, promotional and marketing materials, and website. With the exception of printed materials, press releases, and/or media articles or interviews for this partnership, the name of either party may not be used for any other purposes without prior approval.

SECTION 4. SALES TAX EXEMPTION

The County is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the County's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 54-6001286.

SECTION 5. INSPECTION

The County shall have a reasonable time after receipt of items and before payment to inspect all items for conformity to this MOU. If all or some of the items delivered to the County do not fully conform to the provisions hereof, the County shall have the right to reject and return such non-conforming items, at the sole cost of UWRV.

SECTION 6. WARRANTY

The County understands and agrees that the Software and the Software Site are provided "AS IS" and "AS AVAILABLE." UWRV and its suppliers expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement. Neither UWRV nor its suppliers make any warranty or representation regarding the Software, the Software Site, or any information, materials, goods or services obtained through the Software or the Software Site. Neither UWRV nor its suppliers make any warranty or representation that the Software or the Software Site will meet the County's requirements, or be uninterrupted, timely, secure or error-free. Use of the Software and the Software Site are at the County's sole risk. The County will be solely responsible for any damage to the County resulting from use of the Software or the Software Site. Neither UWRV nor its suppliers shall be responsible for problems caused by the County's computer hardware or operating systems.

SECTION 7. LIMITATION OF LIABILITY.

To the extent permitted by law, in no event shall either party, its principals, members or employees be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, damages for loss of profits, business interruption, loss of business information, and opportunity costs), even if a party has been advised of the possibility of such damages. In any event, UWRV's maximum cumulative liability and the County's exclusive remedy for any claims arising out of or related to this Agreement will be limited to the amount actually paid by the County to UWRV for access to the Software in the months covered in the agreement, even if such remedy fails its essential purpose. The provisions of this Section shall apply regardless of the form of action, damage,

claim, liability, cost, expertise, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

SECTION 8. HOLD HARMLESS AND INDEMNITY

UWRV shall indemnify and hold harmless the County and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of UWRV's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near the County's property or arising in any way out of or resulting from any of the work or items to be provided under this MOU, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. UWRV agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this MOU.

SECTION 9. COMPLIANCE WITH LAWS AND REGULATIONS, AND IMMIGRATION LAW

UWRV agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to all applicable licensing requirements, environmental regulations, and OSHA regulations. UWRV further agrees that UWRV does not and shall not during the performance of its MOU knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

SECTION 10. REPORTS, RECORDS AND AUDIT

UWRV agrees to maintain all books, records, electronic data, and other documents relating to this MOU for a period of five (5) years after the end of each fiscal year included in this MOU. The County, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to request, examine, copy, and/or audit any such materials during the term of the Contract and such retention period, upon prior written notice to UWRV. This includes the County's right to audit and/or examine any of UWRV's documents and/or data as the County deems appropriate to protect the County's interests.

SECTION 11. DEFAULT

If UWRV fails or refuses to perform any of the terms of this MOU, including poor services, work or materials, the County may, by written notice to UWRV, terminate this MOU in whole or in part. In addition to any right to terminate, the County may enforce any remedy available at law or in equity in connection with such default, and UWRV shall be liable for any damages to the County resulting from UWRV's default. The County further reserves the right to immediately obtain such work or services from other entities in the event of UWRV's default.

SECTION 12. NON-WAIVER

UWRV agrees that the County's waiver or failure to enforce or require performance of any term or condition of this MOU or the County's waiver of any particular breach of this MOU by UWRV extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this MOU or a waiver of any other breaches of the MOU by UWRV and does not bar the County from requiring UWRV to comply with all the terms and conditions of the MOU and does not bar the County from asserting any and all rights and/or remedies it has or might have against UWRV under this MOU or by law.

SECTION 13. FORUM SELECTION AND CHOICE OF LAW

This MOU shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this MOU shall only be proper in the Franklin County Circuit Court, or in the Franklin County General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this MOU voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this MOU shall not be construed in favor of or against either party, but shall be construed according to their fair meaning as if both parties jointly prepared this MOU.

SECTION 14. SEVERABILITY

If any provision of this MOU, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall not be affected and all other terms and conditions of this MOU shall be valid and enforceable to the fullest extent permitted by law.

SECTION 15. NON-DISCRIMINATION

1. During the performance of this MOU, UWRV agrees as follows:
 - UWRV will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, pregnancy, or any 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 UWRV. UWRV agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - UWRV in all solicitations or advertisements for employees placed by or on behalf of UWRV will state that UWRV is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. UWRV will include the provisions of the foregoing Section (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SECTION 16. DRUG-FREE WORKPLACE

1. During the performance of this MOU, UWRV agrees to (i) provide a drug-free workplace for UWRV's 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 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 UWRV that UWRV maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a UWRV, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

SECTION 17. FAITH-BASED ORGANIZATIONS

Pursuant to Virginia Code Section 2.2-4343.1. be advised that the County does not discriminate against faith-based organizations.

SECTION 18. ASSIGNMENT

UWRV may not assign or transfer this MOU in whole or in part except with the prior written consent of the County, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve UWRV from any of the covenants or undertakings contained in this MOU and UWRV shall remain liable for the MOU during the entire term thereof.

SECTION 19. CONTRACTUAL DISPUTES

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after the earlier of the final payment or termination of the MOU or notice from the County to UWRV that the County disputes the amount of UWRV's request for final payment. However, written notice of UWRV's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by UWRV. A written decision upon any such claims will be made by the County Administrator or the County Administrator's designee within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the County Administrator. UWRV may not institute legal action prior to receipt of the County's decision on the claim unless the County Administrator fails to render such decision within 120 days from submittal of UWRV's claim. The decision of the County Administrator shall be final and conclusive unless UWRV within six (6) months of the date of the final decision on a claim or from expiration of the 120-day time limit, whichever occurs first, initiates legal action as provided in Section 2.2 - 4364, of the Va. Code. Failure of the County to render a decision within said 120 days shall not result in UWRV being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the County's failure to render a decision within said 120 days shall be UWRV's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2 - 4365 of the Va. Code has been established for contractual claims under this MOU.

SECTION 20. SUCCESSORS AND ASSIGNS

The terms, conditions, provisions, and undertakings of this MOU shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

SECTION 21. HEADINGS

The captions and headings in this MOU are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this MOU.

SECTION 22. COUNTERPART COPIES

This MOU may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

SECTION 23. AUTHORITY TO SIGN

The persons who have executed this MOU represent and warrant that they are duly authorized to execute this MOU on behalf of the party for whom they are signing.

SECTION 24. NOTICES

All notices must be given in writing and shall be validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To Franklin County:	Franklin County - Economic Development Attn: Michael Burnette 1255 Franklin Street, Suite 112 Rocky Mount, Virginia 24151
Email:	Michael.Burnette@franklincountyva.gov
Phone:	(540) 483-3030
If to UWRV:	United Way of Roanoke Valley, Inc. Attn: Abby Hamilton 325 Campbell Ave Roanoke, VA 24016
Email:	abby@uwrv.org
Phone:	540-777-4201

Notices shall be deemed to be effective one day after sending *if* sent by overnight courier or three (3) days after sending it by certified mail, return receipt requested.

SECTION 25. PROTECTING PERSONS AND PROPERTY

UWRV expressly undertakes both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected by UWRV's operation in connection with the Work. UWRV will maintain adequate protection of all UWRV's Work to prevent damage to it and shall protect the County's property from any injury or loss arising in connection with this MOU and to protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. UWRV agrees to be responsible for the entire Work and will be liable for all damages to the Work, including, but not limited to, damages to any property of the County or to any property in the vicinity or adjacent to the Work. All damage with respect to the Work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of the County shall be the responsibility of UWRV. UWRV shall also be responsible for any inventory shortages and discrepancies of any type.

SECTION 26. MOU SUBJECT TO FUNDING

This MOU is subject to funding from the CARES Act. If any such funding is not provided, withdrawn, or otherwise not made available for this MOU, UWRV agrees that the County may terminate this MOU on seven (7) days written notice to UWRV, without any penalty or damages being incurred by the County. UWRV further agrees to comply with any applicable requirements of any grants and/or agreements providing such funding.

SECTION 27. SUSPENSION OR TERMINATION OF MOU

The County, at any time, may order UWRV to immediately stop work on this MOU, and/or by seven days (7) written notice may terminate this MOU, with or without cause, in whole or in part, at any time. Upon receipt of such notice, UWRV shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the County all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by UWRV in performing this MOU whether completed or in process (unless otherwise directed by the notice).

1. If the termination or stop work order is due to the failure of UWRV to fulfill any of its MOU obligations, the County may take over the Work and prosecute the same to completion by MOU or otherwise. In such case, UWRV shall be liable to the County for any damages allowed by law, and upon demand of County shall promptly pay the same to County.
2. Should the MOU be terminated or work is stopped not due in any way to the fault of UWRV,

UWRV shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the County and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.

3. The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this MOU and County may pursue any and all such rights and remedies against UWRV as it deems appropriate.

SECTION 28. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA

UWRV shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. UWRV shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the MOU. The County may void the MOU if UWRV fails to remain in compliance with the provisions of this section.

SECTION 29. OWNERSHIP OF REPORTS AND DOCUMENTS

UWRV agrees that all reports and any other documents (including electronic data) prepared for, obtained in connection with, and/or required to be produced in connection with this MOU shall be delivered by UWRV to the County and all such items shall become the sole property of the County. UWRV agrees that the County shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the County may reproduce, copy, and use all such items as the County deems appropriate, without any restriction or limitation on their use and without any cost or charges to the County from UWRV. UWRV hereby transfers and assigns all such rights and items to the County. UWRV further agrees UWRV will take any action and execute any documents necessary to accomplish the provisions of this Section. UWRV also warrants that UWRV has good title to all materials, equipment, documents, and supplies which it uses in the Work or for which it accepts payment in whole or in part.

SECTION 30. ENTIRE MOU

This MOU, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This MOU may be modified only by written agreement properly executed by the parties.

IN WITNESS WHEREOF, the parties hereto have signed this MOU by their authorized representatives.

WITNESS:

United Way of Roanoke Valley, Inc.

BY: _____

Printed Name and Title

Printed Name and Title

WITNESS:

Franklin County, VA

BY: _____

Printed Name and Title

Printed Name and Title

Approved as to form:

Appropriation and Funds Required
for this MOU certified

County Attorney

Director of Finance
Account #:

Approved as to execution:

County Attorney



Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> <i>Abandonment of a Portion of Adkins Road (Route 600)</i>	<u>AGENDA DATE:</u> August 18, 2020
<u>SUBJECT/PROPOSAL/REQUEST</u> <i>Request for public hearing for the abandonment of a portion of Adkins Road (Route 600)</i>	<u>BOARD ACTION:</u> Yes
<u>STRATEGIC PLAN FOCUS AREA:</u>	<u>INFORMATION:</u> No
<input type="checkbox"/> <i>Economic Development</i>	<u>ATTACHMENTS:</u> No
<input checked="" type="checkbox"/> <i>Infrastructure</i>	<u>CONSENT AGENDA:</u> Yes
<input type="checkbox"/> <i>Managed Growth</i>	<u>ATTACHMENTS:</u> Yes
<input type="checkbox"/> <i>Operational Effectiveness</i>	<u>STAFF CONTACT(S):</u> <i>Sandy and Cooper</i>
<input type="checkbox"/> <i>Financial Stability</i>	<u>REVIEWED BY:</u> Christopher L. Whitlow, County Administrator <i>CW</i>
<input type="checkbox"/> <i>Lifelong Learning</i>	
<input checked="" type="checkbox"/> <i>Public Safety</i>	

BACKGROUND:

Mr. Paschal (Pat) D. Brooks, III has had several discussions with Planning and VDOT staffs about abandoning a portion of Route 600 (Adkins Road) located in the Snow Creek District of Franklin County. This section of road to be abandoned is approximately .37 miles and was never developed. Mr. Brooks owns the adjoining seven (7) lots and the remaining acreage shown on the plat entitled "River Ridge". (Please see attached plat).

Mr. Brooks is having issues with loitering, vandalism, and trash due to the remoteness of this undeveloped road. Mr. Brooks is the only person who uses this portion of road because it is located entirely on his farm. The Adkin's Cemetery is located on Mr. Brooks' farm. Mr. Brooks has no problem giving the family access to the cemetery.

DISCUSSION:

Section 33.2-909 of the Code of Virginia requires the Board of Supervisors to provide the prescribed Notice of Intent to Abandon road by:

- Posting Notice at the Courthouse or 3 places along the road to be abandoned, and
- Publishing Notice in two (2) issues of a local newspaper, and
- Notifying the CTB/Commissioner of the proposed abandonment, and
- Hold a public hearing if requested by a citizen that uses the road, or the Commonwealth Transportation Board.

Section 33.2-909 of the Code of Virginia states the Board of Supervisors based on the available information can determine abandonment of the road warranted by:

- No public necessity is served, or
- Current safety and welfare of the public is best served.

RECOMMENDATION:

Staff respectfully requests, in accordance with abandonment of a road from the secondary system of State Highways under 33.2-909, of the Code of Virginia, to schedule and hold a public hearing with the prescribed notice of intent to abandon the remainder portion of Route 600 (Adkins Road) as shown on

the attached plat. Following the public hearing, the Board of Supervisors would consider entering an order of abandonment accordingly.

POSSIBLE BOARD ACTIONS:

MOTION to APPROVE:

I make a motion to schedule and hold a public hearing with the prescribed notice of intent to abandon the remainder portion of Route 600 (Adkins Road) as shown on the attached plat.

MOTION to TABLE:

I make a motion to table the advertisement of a public hearing for the portion of Route 600 (Adkins Road) as shown on the attached plat until additional information is provided.

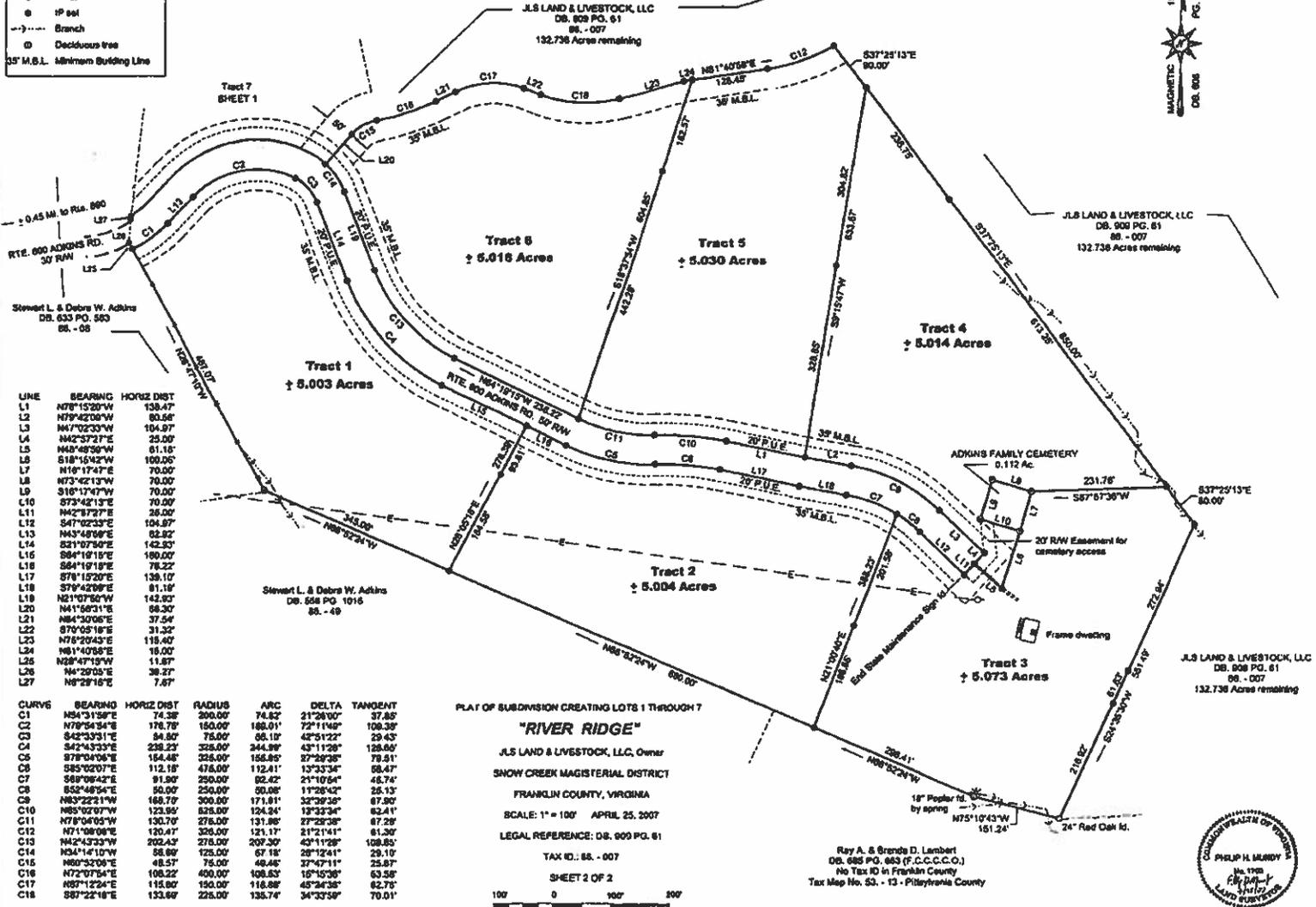
MOTION to DENY:

I make a motion to deny scheduling a public hearing with the prescribed notice of intent to abandon the remainder portion of Route 600 (Adkins Road) as shown on the attached plat.

LEGEND

- IP pt.
- IP pt.
- Branch
- Deciduous tree
- 35' M.B.L. Minimum Building Line

OK 0911 PG 01172



LINE	BEARING	HORIZ DIST
L1	N78°15'20"W	138.47'
L2	N79°42'08"W	80.56'
L3	N47°02'33"W	104.97'
L4	N42°57'21"E	25.00'
L5	N49°49'50"W	61.15'
L6	S18°15'42"E	100.06'
L7	N16°17'47"E	70.00'
L8	N73°42'13"W	70.00'
L9	S18°17'47"W	70.00'
L10	S73°42'13"E	70.00'
L11	N42°57'27"E	25.00'
L12	S47°02'33"E	104.97'
L13	N43°49'59"E	62.82'
L14	S21°07'54"E	142.33'
L15	S64°19'15"E	180.00'
L16	S64°19'15"E	78.22'
L17	S78°15'20"E	138.10'
L18	S79°42'08"E	81.15'
L19	N21°07'50"W	142.93'
L20	N41°59'31"E	68.30'
L21	N64°30'08"E	37.54'
L22	S70°55'18"E	31.30'
L23	N76°20'43"E	115.40'
L24	N61°40'58"E	15.00'
L25	N28°47'19"W	11.87'
L26	N4°22'03"E	38.27'
L27	N8°29'16"E	7.67'

CURVE	BEARING	HORIZ DIST	RADIUS	ARC	DELTA	TANGENT
C1	N54°31'59"E	74.38'	200.00'	74.82'	21°28'00"	37.85'
C2	N78°54'34"E	178.79'	150.00'	168.01'	72°11'49"	108.39'
C3	S42°33'31"E	94.50'	75.00'	88.10'	42°51'22"	29.43'
C4	S42°43'33"E	238.23'	325.00'	244.99'	43°11'28"	128.00'
C5	S78°04'08"E	164.48'	325.00'	158.89'	37°39'36"	79.51'
C6	S85°02'07"E	112.18'	478.00'	112.41'	13°23'36"	68.47'
C7	S89°08'42"E	91.50'	250.00'	62.42'	21°10'54"	46.74'
C8	S52°46'54"E	50.00'	250.00'	50.00'	11°28'42"	25.13'
C9	N63°22'21"W	168.79'	300.00'	171.81'	32°39'36"	87.90'
C10	N85°02'07"W	123.95'	525.00'	124.24'	13°33'34"	62.41'
C11	N78°04'08"W	130.70'	275.00'	131.89'	27°29'26"	87.29'
C12	N71°08'08"E	120.47'	325.00'	121.17'	21°21'41"	61.30'
C13	N42°43'33"W	202.42'	275.00'	207.30'	43°11'28"	108.82'
C14	N34°14'10"W	58.89'	125.00'	67.18'	29°12'41"	29.10'
C15	N60°53'08"E	48.57'	75.00'	48.48'	37°47'11"	25.87'
C16	N72°07'54"E	108.22'	400.00'	108.63'	15°15'36"	63.58'
C17	N87°12'24"E	115.80'	150.00'	116.88'	45°24'38"	62.75'
C18	S87°22'18"E	133.69'	225.00'	135.74'	34°33'59"	70.01'

PLAT OF SUBDIVISION CREATING LOTS 1 THROUGH 7
"RIVER RIDGE"

J.L.S. LAND & LIVESTOCK, LLC, Owner
 SNOW CREEK MAGISTERIAL DISTRICT
 FRANKLIN COUNTY, VIRGINIA
 SCALE: 1" = 100' APRIL 25, 2007
 LEGAL REFERENCE: DB. 909 PG. 61
 TAX ID: 88 - 007
 SHEET 2 OF 2

Ray A. & Brenda D. Lambert
 DB. 685 PG. 663 (F.C.C.C.C.O.)
 No Tax ID in Franklin County
 Tax Map No. 53 - 13 - Pittsylvania County



SK 0931 PG 01171

KNOW ALL MEN BY THESE PRESENTS:

THE PLATTING AND DEDICATION OF THE LAND SHOWN HEREON AND THE 30' PUBLIC UTILITY EASEMENT IS WITH THE FREE CONSENT AND DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, OR TRUSTEES, IF ANY, IN ACCORDANCE WITH THE CODE OF VIRGINIA (1050) AS AMENDED TO DATE AND THE FRANKLIN COUNTY SUBDIVISION ORDINANCE.

WE HEREBY DEDICATE 25 FEET FROM THE CENTERLINE OF RTE. 600, ADKINS RD., TO V.D.O.T. FOR PUBLIC USE, CONTAINING 2 026 ACRES, 88,246 Sq. Ft., FOR FUTURE ROAD IMPROVEMENTS SO AS TO CREATE A 50' RIGHT OF WAY ON ADKINS RD. THROUGH THIS SUBDIVISION

WE HEREBY CERTIFY THAT THIS DIVISION IS ENTIRELY WITHIN THE BOUNDARIES OF THE PROPERTY CONVEYED TO US BY DEED FROM JOHNNY MORRIS ANGELL AND SHARON FRANCE ANGELL AS RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF FRANKLIN COUNTY, VIRGINIA IN DEED BOOK 908 PAGE 81

Sharon C. Smith
AGENT, JLS LAND & LIVESTOCK, LLC DATE 4/20/07

STATE OF VIRGINIA
COUNTY OF FRANKLIN

I HEREBY CERTIFY THAT THE ABOVE NAMED AGENT FOR JLS LAND & LIVESTOCK, LLC, DID PERSONALLY APPEAR BEFORE ME AND ACKNOWLEDGE THE SAME THIS 16 DAY OF April, 2007.

Ronald D. Wilson
NOTARY PUBLIC MY COMMISSION EXPIRES: OCTOBER 31, 2009

Plat prepared from a current field survey

Plat prepared without the benefit of a title report prepared by a licensed attorney or Title Company and therefore may not necessarily indicate all encumbrances upon said property.

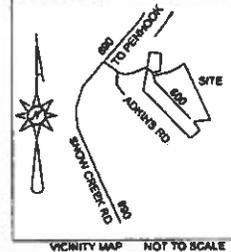
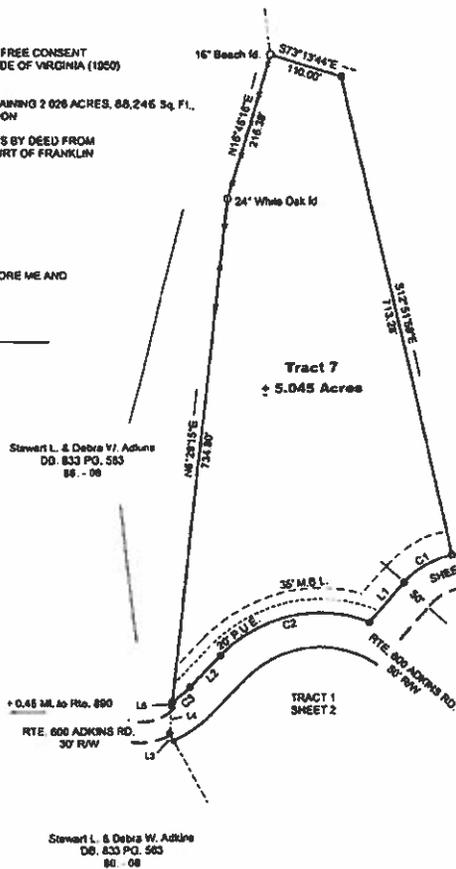
Property is located in a Zone X as scaled from Community Map Panel Number 510061 03708 Effective Date: March 3, 2001.

Iron pins set at all tract corners, pc's and pt's of right of way of Adkins Rd. unless otherwise noted



APPROVING AUTHORITY

Know all men by these presents:
That this plat was approved on 4/20, 2007
By the Agent of the Board of Supervisors, the Planning Commission and the Highway Engineers of Franklin County in accordance with the Plan Regulations of Franklin County Zoning Ordinance.
Sharon C. Smith
Agent
Heath Department
Sharon C. Smith
Board Representative



LEGEND

- 35' M.B.L. Minimum Building Line
- IP set
- Deciduous tree
- IP Id.

TRACT 6 SHEET 2

LINE	BEARING	HORIZ DIST
L1	S41°22'11"W	76.72
L2	S42°02'50"W	62.82
L3	N22°47'18"W	11.87
L4	N42°28'02"E	38.27
L5	N0°59'15"E	7.87

CURVE	BEARING	HORIZ CHY	RADIUS	ARC	DELTA	TANGENT
D1	S28°52'08"W	80.95	129.07	82.44	37°47'11"	42.70
D2	S77°47'04"W	223.49	208.20	237.14	87°58'09"	124.74
D3	S68°20'44"W	34.11	188.87	34.12	13°03'30"	17.17



PLAT OF SUBDIVISION CREATING LOTS 1 THROUGH 7
"RIVER RIDGE"
JLS LAND & LIVESTOCK, LLC, Owner
SNOW CREEK MAGISTERIAL DISTRICT
FRANKLIN COUNTY, VIRGINIA
SCALE: 1" = 100' APRIL 25, 2007
LEGAL REFERENCE: DB, 908 PG. 81
TAX ID: 88 - 007
SHEET 1 OF 2
PROPERTY IS NOT ZONED



070004725 07MAY-4 PM 2:36

June 12, 2020

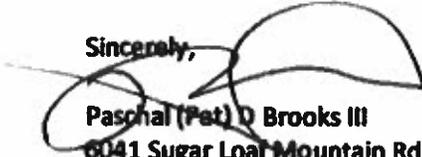
**Lisa Cooper, CZA and CTM
Principal Planner
Department of Development Services
Planning and Community Development
1255 Franklin Street, Suite 103
Rocky Mount, VA 24151**

Dear Mrs. Cooper,

I am writing to ask Franklin County to approve the abandonment of approximately 3.7 tens of a mile of Adkins Rd(Rt.600) that runs into my farm in Penhook. This section of road is remote, which causes loitering, vandalism, and trash. I'm sure the taxpayers of Virginia would be happy not to maintain a road that only benefits me.

I thank you in advance for your consideration. Please let me know if you need anything else in order to move this request forward,

Sincerely,



**Paschal (Pat) D Brooks III
6041 Sugar Loaf Mountain Rd.
Roanoke, Va. 24018
540-556-9980 cell**



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: August 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 markings to be completed by mid-September.
- Secondary mowing operations.
- Patching operations in preparation for plant mix schedule.
- Route 116 (Jubal Early Hwy.) - Closure due to major slide and 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 road is tentatively scheduled to re-open by Labor Day.
- Route 618 (Muddy Fork Rd.) – Installation of headwalls for drainage structure; one lane will be open to traffic. COMPLETED
- Route 636 (Hardy Rd.) and Route 684 (Boones Mill Rd.) – Tree trimming; alternate lane closures during the operation. COMPLETED

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-September; one lane will be open to traffic.
- Route 740 (Algoma Rd.) – Pipe replacement to begin late August/early September; tentative completion date is late September. Road will be closed to traffic.
- Slope repair near frontage road Route F611 (Cornell Rd.) and Bernard Rd. (Town of Rocky Mount).

Maintenance Activities for Next 60 Days (cont.):

- 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; road closed on July 20th and tentatively to re-open in mid-August.
- Primary and secondary mowing operations.
- Patching operations in preparation for plant mix schedule.
- Route 116 (Jubal Early Hwy.) – Closure due to major slide and 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 road is tentatively scheduled to re-open by Labor Day.
- Route 220N - Slope repair from approximately 0.25 mi. north of Route F611 (Cornell Rd.) to south of Route 1055 (Wooddale Dr.). Work to begin mid-August and should be completed in one week, weather permitting.
- Primary patch paving to include Route 40 and Route 220 just north and south of Rocky Mount.
- Paving at Route 220 ramp to Route 220 Business; ramp to be closed at night and detour provided at Route F-612 (Cornell Rd); work scheduled to begin on August 9, 2020.
- Plant mix schedule for secondary routes to begin August 10, 2020; work to begin on Route 655 (Webster Rd.).
- 2020 Surface treatment schedule tentatively scheduled for late Summer/early Fall.

LAND DEVELOPMENT & PERMITS

- 135 Active permits to include: 60 utilities, 59 private entrances, 3 commercial entrances, 5 roadside memorials, 2 private utility permits, 2 maintenance of traffic permits, 2 grading permits and 2 locally administered permits. Of these, 20 were issued in July.

3 site plan reviews:

- Penn Hall Subdivision – Review of subdivision in Union Hall area.
- Moorman Subdivision – Review of subdivision in Hardy area.
- Enirtep, Inc. – Review of site plan for office development near Halesford Bridge on Route 122.

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 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 Rd.)/942 (Bluewater Dr.) – Review of intersection for safety improvements.
- Route 616(Scruggs Rd.)/834(Brooks Mill Rd.) – Review of intersection for visibility improvements.
- Route 220N - Review of speed limit for extension of 45 mph from approximately end of Town of Boones Mill limit to Roanoke County Line.
- Route 919(Grassy Hill)/994 (New Plant Rd.) – Review of intersection for sight distance improvements.

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.
- Route 641 (Callaway Rd.) – Superstructure replacement near intersection of Route 602; one lane will be open to traffic during the construction. In progress.



Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> ENTERPRISE FLEET MANAGEMENT AGREEMENT DEPARTMENT OF SOCIAL SERVICES</p>	<p><u>AGENDA DATE:</u> August 18, 2020</p>
<p><u>SUBJECT/PROPOSAL/REQUEST</u> Request approval of the Board of Supervisors to enter an agreement with Enterprise to manage the fleet of vehicles for the Social Services Department</p>	<p><u>BOARD ACTION:</u> Yes <u>INFORMATION:</u> No <u>ATTACHMENTS:</u> Yes</p>
<p><u>STRATEGIC PLAN FOCUS AREA:</u></p> <p><input type="checkbox"/> <i>Economic Development</i> <input checked="" type="checkbox"/> <i>Financial Stability</i> <input checked="" type="checkbox"/> <i>Infrastructure</i> <input type="checkbox"/> <i>Lifelong Learning</i> <input type="checkbox"/> <i>Managed Growth</i> <input type="checkbox"/> <i>Public Safety</i> <input checked="" type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><u>CONSENT AGENDA:</u> No <u>ATTACHMENTS:</u> No</p> <p><u>STAFF CONTACT(S):</u> <i>Deborah Powell, Director of Social Services</i> <i>Brian Carter, Director of Finance</i></p>
	<p><u>REVIEWED BY:</u> Christopher Whitlow, County Administrator </p>

BACKGROUND:

The Franklin County Department of Social Services (DSS) maintains a fleet of 18 vehicles. Funds in the amount of \$40,000 are budgeted annually for vehicle replacement, fuel, and maintenance. Effectively, DSS would only be able to replace one vehicle per year or essentially 18 years to replace the entire fleet. This current arrangement may cause or can result in an inefficient usage of the fleet due to ongoing, annual reliability, maintenance, and operation issues. In order to try and keep a more modern fleet within the budgetary funds allotted, DSS has received a proposal from Enterprise Fleet Management to manage and replace the fleet per the attached proposals.

DISCUSSION:

Enterprise has agreements with several local governments in Virginia and is a partner of the Virginia Association of Counties. Local governments are constantly struggling to keep up with their fleet replacement. Franklin County is no different. There are several vehicles in the Franklin County DSS fleet that should be replaced, but budgeted funds are insufficient. This results in staff occasionally driving their own personal vehicles for DSS business matters due to concerns with the reliability of older fleet vehicles for longer destinations. Enterprise Fleet Management offers a comprehensive program to fund fleet replacement utilizing government purchasing power and leveraging maintenance and fuel savings with higher resale values utilizing their national network. Due to the status of the DSS fleet, DSS staff feels that the Enterprise program is the best option to keep the DSS fleet updated with the current budgeted funds. Both options presented by Enterprise are estimated to be within budgeted funds. Option A, or replacing the entire 18 vehicle fleet, would require an additional \$206 that could be found in the existing DSS budget. Option B replaces 10 of the older and higher mileage vehicles in the DSS fleet. DSS is willing to try this program on a pilot basis. If the pilot program is successful, then this program could later be evaluated to possibly assist the County in managing fleet(s) in other department(s). Enterprise representatives will be present to review the program, DSS proposals, and answer any questions from the Board of Supervisors. These services may be purchased through cooperative procurement with Sourcewell contract #060618-EFM. The Vehicle Committee has reviewed the proposals and has indicated a preference for Option B.

RECOMMENDATION:

Staff respectfully requests that the Board of Supervisors consider authorizing staff to execute an agreement with Enterprise Fleet Management in coordination with the Franklin County Department of Social Services

to replace the Social Services' fleet or a portion of the fleet. There is no estimated increase in cost to the County, and budgeted funds already exist to pay for the proposed fleet program services.

POSSIBLE BOARD ACTIONS:

MOTION to APPROVE:

I make a motion to approve the authorizing of staff to execute an agreement with Enterprise Fleet Management in coordination with the Franklin County Department of Social Services to replace the Social Services' fleet or a portion of the fleet.

MOTION to TABLE:

I make a motion to table an agreement with Enterprise Fleet Management in coordination with the Franklin County Department of Social Services to replace the Social Services' fleet or a portion of the fleet. additional information is provided.

MOTION to DENY:

I make a motion to deny the authorizing of staff to execute an agreement with Enterprise Fleet Management in coordination with the Franklin County Department of Social Services to replace the Social Services' fleet or a portion of the fleet.



FLEET MANAGEMENT

FLEET SYNOPSIS | FRANKLIN COUNTY DSS



Franklin County DSS
120 East Court St
Rocky Mount, Virginia 24151

Enterprise Fleet Management, Inc.
600 Corporate Park Drive
St. Louis, MO 63105
314-512-5000 Main
314-518-5583 Fax

Hannah Addie
Ryan Winkels
Fleet Consultant
223 Water County Parkway
Williamsburg, VA 23815

FLEET SYNOPSIS |

BACKGROUND

Location: Franklin, VA

Department: Social Services

Total Vehicles: 18

THE SITUATION

The Department of Social Services is looking for a solution to better manage its fleet costs.

- 77% of current fleet is over 5 years old
- Older vehicles have higher fuel costs and maintenance costs
- The aging fleet tend to be unreliable and present safety concerns
- Budget limits how many units can be cycled out of the fleet

THE OBJECTIVES

Enterprise Fleet Management's proposal is to save the DSS resources and budget dollars through a managed vehicle program.

- Significantly reduce the overall fuel spend and increase fuel efficiencies through the utilization of more fuel efficient vehicles
- Significantly reduce maintenance costs and downtime by adding newer vehicles
- Allow the DSS to leverage funding options through EFM by outsourcing to preserve capital
- Provide a lower sustainable fleet cost that is predictable year over year
- Increase employee morale and productivity with newer vehicles
- Utilize an open-end lease* as a funding mechanism, allowing the DSS to acquire additional vehicles while avoiding a large capital budget outlay.
- Maintenance and repairs may be outsourced to local businesses to further stimulate economic growth and the integration of more fuel efficient vehicles will reduce carbon footprint.
- Establish a proactive replacement plan that maximizes potential equity at time of resale, reduces operational expenses, and increases safety.

*An open-end lease means there are no early termination, mileage, or abnormal wear and tear penalties. Leases are written to a residual balance to preserve cash flow. The DSS receives flexibility of ownership and net equity from sale.

THE RESULTS

By partnering with Enterprise Fleet Management, it is estimated that the DSS will reduce maintenance costs. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, the Locality will leverage Enterprises Fleet Management's ability to sell vehicles at an average of 113.5% above Black Book values. By shifting from reactively replacing inoperable vehicles to planning vehicle purchases, the Locality will be able to replace more of its oldest vehicles within a year.



KEY BENEFITS

- Safety
- Efficiency
- Resale

CURRENT FLEET PROFILE

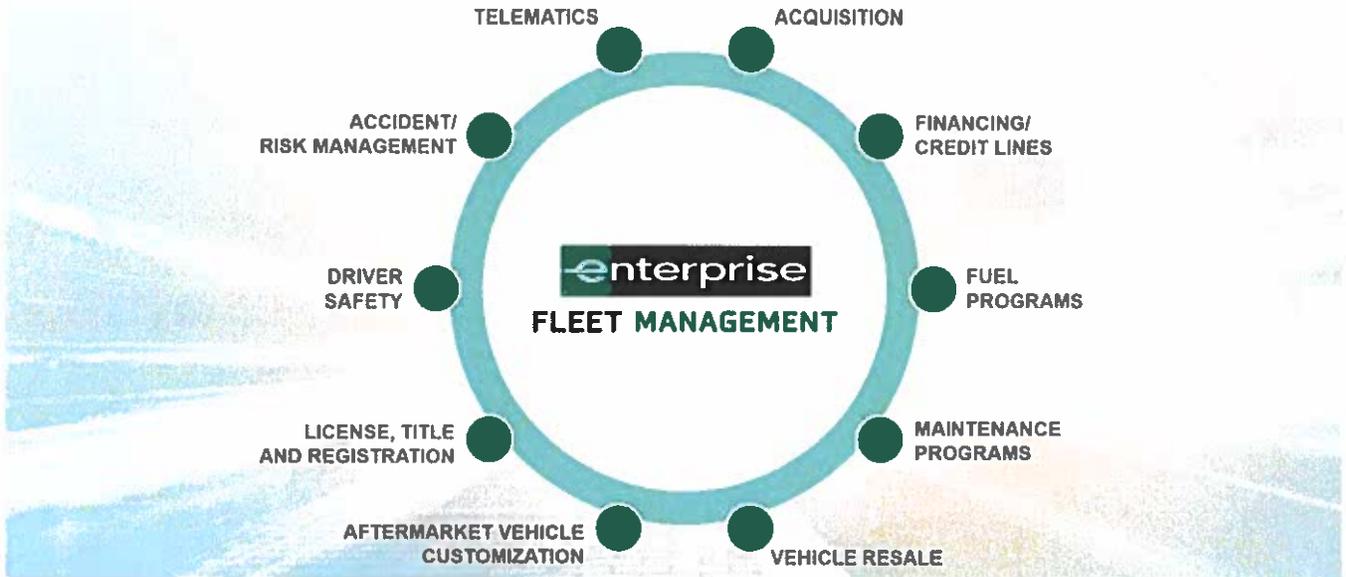
Total Equity in Fleet: \$76,300

Year	Make	Model	Current Odometer
2018	HYUNDAI	SANTA FE	38741
2018	HYUNDAI	TUCSON	41040
2017	JEEP	COMPASS	44050
2016	NISSAN	VERSA	75847
2015	DODGE	JOURNEY	30303
2015	FORD	FUSION	92506
2015	FORD	FUSION	109397
2014	DODGE	CARAVAN	48746
2014	FORD	FOCUS SE	53164
2014	KIA	RIO LX	57786
2012	CHEVROLET	IMPALA	117408
2010	FORD	FOCUS	97298
2009	SUBARU	FORRESTER	164278
2009	HONDA	ODYSSEY	68318
2006	CHRYSLER	TOWN & COUNTRY	103858
2004	CHEVROLET	MALIBU	127234
2003	FORD	ESCAPE 4X4	187328
2003	CHEVROLET	S10	89238

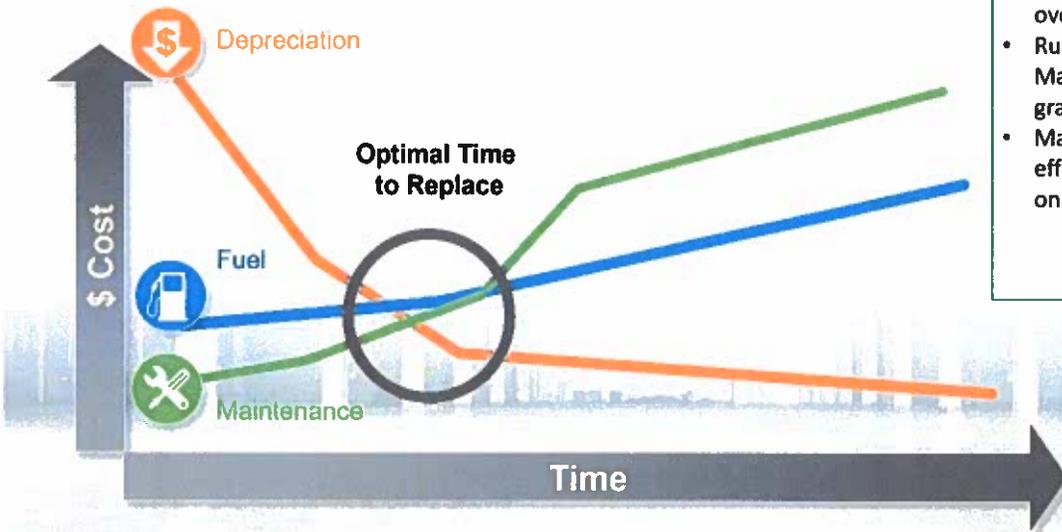
TOTAL FLEET MANAGEMENT

DELIVERING SOLUTIONS. DRIVING RESULTS.

enterprise
FLEET MANAGEMENT



EFFECTIVE VEHICLE LIFECYCLE



- Key Observations**
- Depreciation/year declines over time
 - Running costs of Fuel and Maintenance increase gradually over time
 - Mandated MPG efficiencies reward staying on technology wave

ACQUISITION



Government Pricing Guarantee



Manufacture & Dealer Network



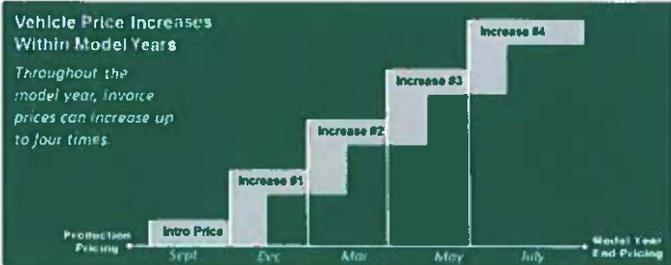
Vehicle Recommendations



Order Timing



Aftermarket Process



LAST YEAR ALONE, ENTERPRISE FLEET MANAGEMENT COLLECTED **\$45 MILLION** IN MANUFACTURER INCENTIVES FOR CLIENTS.

VEHICLE DISPOSAL

Infrastructure

- 700 Dedicated remarketing employees
- 150 Remarketing lots in US
- 19,000+ Unique buyers
- 85% Direct to buyer transactions

Process

- Track sale process through client website
- Vehicles will be picked up & prepped by Enterprise
- Gains can be applied to new acquisitions or processed into a check to customer

Key Payoffs

- Average of 21-25 days from vehicle pick up to gains applied
- Fast, simple and efficient process
- Customer will receive higher returns

IN 2017, ENTERPRISE **SOLD OVER 1,100,000** VEHICLES.

COMMERCIAL SALES EXCEEDED AT AN AVERAGE OF **108.4% OVER BLACK BOOK (CVI).**

Full Maintenance –

- Covers new units from 0-100k miles
- Fixed monthly rate for a set term
- Includes: 24/7 Roadside, all major and minor repairs

Maintenance Management –

- Covers & manages currently owned fleet vehicles
- Enterprise audits, negotiates & pays invoice up front
- Cost is pass through to customer on single invoice the following month

Enterprise National Service Department

- 146 Employees with over 1,100 total ASE certifications
- 400,698 vehicles under management on this program
- \$36.2 million in customer savings in 2017
- \$3.1 million in post warranty/goodwill refunded to our customers in 2016

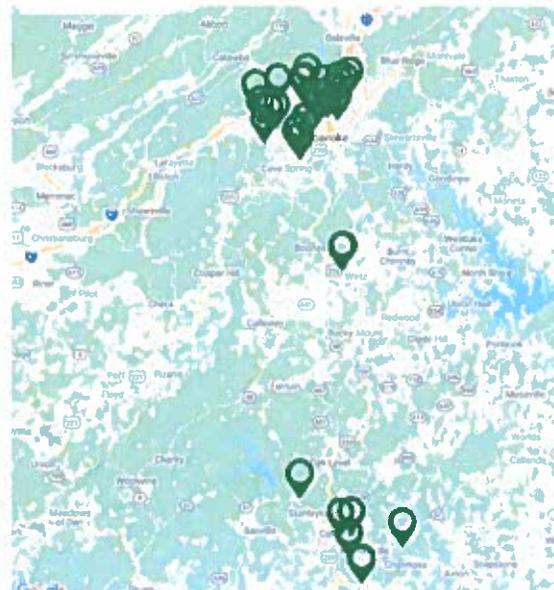


38 MAINTENANCE AND REPAIR LOCATIONS NEAR "24151"

Not what you're looking for? [Search again](#)

SHOWING: Preferred Partner (38) Partner (38)

- DUNCAN FORD**
 19999 Virgil H Goode Hwy
 Rocky Mount, Virginia 24151
 Telephone: 540-483-0233
- DUNCAN CHRYSLER DODGE JEEP**
 19999 Virgil H Goode Highway
 Rocky Mount, Virginia 24151
 Telephone: 540-483-0233
- CUNNINGHAM TIRE**
 2020 Fasy Stone Park
 Bassett, Virginia 24055



WEBSITE & MOBILE APP

Automated Fleet Data Customizable



COVIA HOLDINGS CORPORATION 56722911 Change Company

Locations Alerts Covia Holdings Corporation Telsbury Cooper

ACCOUNT MY FLEET SALE BILLING PEOPLE PARTNERS TRAINING WHAT'S NEW SUGGESTIONS

BRAKES & TIRES OUTLIERS

OIL CHANGE OUTLIERS

MAINTENANCE SPEND OUTLIERS

Event	Driver	Vehicle	Customer Vehicle ID	YTD
\$1,148.88	Maheen Fajna	23P774		100%
\$1,041.46	Maheen Fajna	23E768		100%
\$112.39	Scott Meyer	23C762		100%
\$8.20	Don Chaner	23C613		100%
\$6.20	Julia D'Amico	23C804		100%

MONTHLY FUEL SPEND OUTLIERS (80%)

MONTHLY FUEL SPEND OUTLIERS (120%)

YEAR OVER YEAR FUEL TOTAL SPEND

VEHICLE SALES - SUMMARY TABLE

Vehicle Type	Current 12 Months	Prior 12 Months
Vehicle Sold	7	100%
Days From Sale to Book	8%	
Estimated Resale Value	\$468.75	\$500.00
Average Days to Sell	20.27	19
Average Cost / Mile	\$2.47 / mi	\$1.27 / mi
Average Months in Service	22	16

ALERTS

- 22GQHR / 1F8K8D8XHG04282 Oil change due now DRIVER: SHED LADOFF
- 22LVPP / 1F78W18B8JFC03372 Oil change due in 30 days DRIVER: ANTHONY WADZINSKI
- 22CZCX / 1F78W18B2QK003443 Oil change due in 30 days

AGED RECALLS

CITATIONS - TOTAL COUNT

LICENSE RENEWAL SUMMARY

MOBILE APP – Driver Benefits

- Messaging:** allows the company to send messages to one or more drivers in the field
- Status updates:** users can check on new vehicle orders; see when maintenance or repairs are completed
- Maintenance notifications:** displays current or past due oil change reminders and when work is completed
- Map features:** drivers can search for the nearest fuel locations based on cost or distance; find the nearest maintenance shops; view turn-by-turn directions
- Mileage and job tracking:** drivers can track personal vs. business mileage, make notes and track mileage for job-specific travel
- Click-to-call:** includes contact information to quickly and easily reach the appropriate Enterprise contact or roadside assistance
- Book an Appointment:** For maintenance service with participating Firestone locations

MAINTENANCE CARD

INSTRUCTIONS:
Present this card to the Service Provider upon having service performed on your vehicle. It is the driver's responsibility to have correct vehicle ID information provided to the service provider.

VEHICLE:
Registered By: Anderson
2015 Toyota Tacoma
800T10222EY6

APPROXIMATE COST ESTIMATE:
Oil: \$20.00
Tire: \$20.00
Total: \$40.00

REMARKS:
This card is valid for 12 months from the date of issue. It is not valid for use on vehicles that are not registered in the state of Texas. For more information, please call 800-877-7777 or visit our website at www.enterprisefleet.com.

REFERENCES

CURRENT PARTNERS

- Virginia Association of Counties
- Culpeper County, VA
- Wise County Schools
- City of Chesapeake, VA
- Town of Vinton
- Franklin County Public Schools
- King George County, VA
- Highlands Community Service Boards
- Rockbridge Area Community Service Board
- Southside Community Service Board
- Middle Peninsula Northern Neck Community Service Board
- Rappahannock-Rapidan Community Service Board
- Wythe County, VA
- Pulaski County, VA
- Russell County, VA
- Town of Abingdon, VA
- Town of Saltville, VA
- Town of Chilhowie, VA
- Town of Dublin, VA

REFERENCES

Below is a list of at least three (3) client/customer references including company name, contact person, and telephone number.

Company Name: Town of Wytheville, Virginia

Business Phone #: 276-223-3333

Contact Person: Rick Arnold, Chief of Wytheville Police

Company Name: County of Culpeper, Virginia

Business Phone #: 540-727-3427

Contact Person: Alan Culpeper, Director of Procurement

Company Name: Town of Abingdon, Virginia

Business Phone #: 276-451-8292

Contact Person: Chuck Banner, Director of Finance

EXECUTIVE SUMMARY



FLEET MANAGEMENT

exceeds 1,900,000. Our volume makes us one of the largest purchasers of vehicles in the country — and as a privately owned company, Enterprise is not tied to any one manufacturer, so our customers receive a pleasing mix of vehicles at a low price.

Enterprise Fleet Management is a nationally recognized solution for both public and private entities looking to improve cash flow, free up credit, and save time by offloading their fleet. Enterprise has more than 525,000 vehicles under management. When combined with our affiliate Enterprise Rent-A-Car, that number

Your Total Transportation Solution

Enterprise is a complete transportation services specialist. With divisions in fleet management, daily rental and business rental, truck rental, vanpooling, car sharing, and car sales, Enterprise is capable of servicing all your members' transportation needs under one company.

We provide our customers with fleet management services that address all fleet holding costs — from acquisition to disposal. This includes maintenance, fuel, insurance, registration, delivery, and reporting. This means your members will receive constant evaluation of their holding costs to ensure minimal operating expenses.

Dedicated, Local Account Management

Each of your member accounts will have a dedicated, local account team to proactively manage and develop the fleet while delivering the highest level of customer service to facilitate day-to-day needs. Enterprise Fleet Management has local offices and teams throughout North America, so we can quickly arrive in person to address any of your members' needs with local, customized support.

Enterprise will also provide monthly management reports for each of your members, consisting of a single invoice of all charges — lease, maintenance, and insurance. These reports can also be viewed online for immediate access. Our teams will meet with your members quarterly — or more often, if necessary — to discuss these reports and ensure the program is working exactly as intended.

Appalachian Regional Healthcare will also have a dedicated account team to manage and service the overall Appalachian Regional Healthcare contract, and we will provide the sales report as described in the RFP to show each member's activity.

Peace of Mind Maintenance

Enterprise's Full Maintenance program will handle all factory-recommended preventive maintenance services as per the schedule prescribed by the original equipment manufacturer (oil changes, tune-ups, etc.) as well as all incidentals and parts required for preventive maintenance (fluids, belts, hoses, wheel alignments, etc.), and all unscheduled and common repairs (engine, transmission, battery, etc.).

The cost of the program is fixed, budgeted, and inflation-proof, which can significantly reduce overall maintenance expenses. It also includes 24 hours a day, seven days a week emergency roadside assistance — reducing administrative effort and downtime.

Enterprise partners with more than 65,000 ASE-accredited maintenance providers nationwide, which allows us to pass along cost savings and provide convenience to Appalachian Regional Healthcare.

Looking Toward the Future

Ranked as one of the top on the *Forbes* America's Largest Private Companies list, we are, together with our affiliate Enterprise Holdings, unparalleled in size, strength, and stability. Our stable financial footing is a distinct competitive advantage, ensuring the long-term viability of your program.



Fleet Replacement Worksheet

VIN	Year	Make	Model	Current Mileage	Current Market Value	Est. Annual Miles	Recommended Replacement Year	Replacement Vehicle	Est. Annual Miles	Vehicle Cost	Delivered Cost	Term	Depreciation rate	EFM Monthly Lease Cost	Annual Payment	Reduced Book Value @ Term	Estimated MV at Term	Service Charge	Est. Equity at Term
5XYZD85G560739	2018	HYUNDAI	SAVANA FE	38741	\$12,200	10000	2022	Nissan Kicks	10000	\$16,420.0	\$12,420	60	1.5%	\$230.45	\$2,765.39	\$1,615	\$6,911	\$400	\$4,896
KMBJ3CA66U734758	2018	HYUNDAI	TUCSON	41040	\$11,500	10000	2022	Nissan Kicks	10000	\$16,420.0	\$12,420	60	1.5%	\$230.45	\$2,765.39	\$1,615	\$6,911	\$400	\$4,896
1C8UJ0887ND106376	2017	JEEP	COMPASS	44050	\$9,900	10000	2022	Nissan Kicks	10000	\$16,420.0	\$12,420	60	1.5%	\$230.45	\$2,765.39	\$1,615	\$6,911	\$400	\$4,896
3N1CN7AP7GL866913	2016	NISSAN	VERSA	75847	\$2,200	10000	2020	Nissan Versa	10000	\$11,764.0	\$7,764	60	1.5%	\$146.47	\$1,757.64	\$1,009	\$4,951	\$400	\$3,542
3CAPO08G6FT532858	2015	DODGE	JOURNEY	30303	\$8,500	10000	2020	Nissan Versa	10000	\$11,764.0	\$7,764	60	1.5%	\$146.47	\$1,757.64	\$1,009	\$4,951	\$400	\$3,542
3FA6P0LU6R254380	2015	FORD	FUSION	92506	\$5,300	10000	2020	Nissan Versa	10000	\$11,764.0	\$7,764	60	1.5%	\$146.47	\$1,757.64	\$1,009	\$4,951	\$400	\$3,542
3FA6P0LURR254381	2015	FORD	FUSION	109397	\$4,400	10000	2020	Nissan Versa	10000	\$11,764.0	\$7,764	60	1.5%	\$146.47	\$1,757.64	\$1,009	\$4,951	\$400	\$3,542
2C4RDGC65R121780	2014	DODGE	CARAVAN	48746	\$8,000	10000	2020	Nissan Versa	10000	\$11,764.0	\$7,764	60	1.5%	\$146.47	\$1,757.64	\$1,009	\$4,951	\$400	\$3,542
3FADP3F23L307406	2014	FORD	FOCUS SE	53184	\$3,200	10000	2020	Nissan Versa	10000	\$11,764.0	\$7,764	60	1.5%	\$146.47	\$1,757.64	\$1,009	\$4,951	\$400	\$3,542
KNAD4A437E6408880	2014	KIA	RIOX	57786	\$3,000	10000	2020	Nissan Versa	10000	\$11,764.0	\$7,764	60	1.5%	\$146.47	\$1,757.64	\$1,009	\$4,951	\$400	\$3,542
2G1WF3E30C1292733	2012	CHEVROLET	IMPALA	117408	\$1,500	10000	2020	Nissan Versa	10000	\$11,764.0	\$7,764	60	1.5%	\$146.47	\$1,757.64	\$1,009	\$4,951	\$400	\$3,542
1FAHP3FN7HW204778	2010	FORD	FOCUS	97298	\$1,600	10000	2020	Nissan Versa	10000	\$11,764.0	\$7,764	60	1.5%	\$146.47	\$1,757.64	\$1,009	\$4,951	\$400	\$3,542
4F25H61689H769787	2009	SUBARU	FORRESTER	184278	\$1,900	10000	2020	Nissan Versa	10000	\$11,764.0	\$7,764	60	1.5%	\$146.47	\$1,757.64	\$1,009	\$4,951	\$400	\$3,542
5FNRL382398057698	2009	HONDA	ODYSSEY	88318	\$2,800	10000	2020	Nissan Versa	10000	\$11,764.0	\$7,764	60	1.5%	\$146.47	\$1,757.64	\$1,009	\$4,951	\$400	\$3,542
2AGP554UXR747812	2006	CHRYSLER	TOWN & COUNTRY	103858	\$900	10000	2020	Nissan Versa	10000	\$11,764.0	\$7,764	60	1.5%	\$146.47	\$1,757.64	\$1,009	\$4,951	\$400	\$3,542
1G1ND52F24M710355	2004	CHEVROLET	MALIBU	127234	\$500	10000	2020	Nissan Versa	10000	\$11,764.0	\$7,764	60	1.5%	\$146.47	\$1,757.64	\$1,009	\$4,951	\$400	\$3,542
1FMCU92183HE07600	2003	FORD	ESCAPE 4X4	187328	\$400	10000	2020	Nissan Versa	10000	\$11,764.0	\$7,764	60	1.5%	\$146.47	\$1,757.64	\$1,009	\$4,951	\$400	\$3,542
1GCCS19K438148459	2003	CHEVROLET	S10	89236	\$1,000	10000						60	1.5%		\$0.00	\$0	\$0	\$0	\$0

	Acquisition Budget	Est. Fuel	Maintenance	Total Budget
CURRENT BUDGET	\$25,000.00	\$9,000.00	\$6,000	\$40,000
ACTUAL SPEND	\$25,000.00	\$8,577.00	\$5,787	\$39,364

	Lease Payments	Est. Fuel	Est Maintenance	Total Budget
PROPOSED	\$32,903.15	\$4,453.00	\$2,850	\$40,206

Fleet Replacement Worksheet

VIN	Year	Make	Model	Current Odometer	Current Market Values	Est. Annual Miles	Recommended Replacement Year	Replacement Vehicle	Est. Annual Miles	Vehicle Cost	Delivered Cost	Term	Depreciation rate	EFM Monthly Lease Cost	Annual Payment	Reduced Book Value @ Term	Estimated MV at Term	Service Charge	Est. Equity at Term
5XYZD85M0560739	2018	HYUNDAI	SANTA FE	38741	\$12,200	10000						60	1.5%			\$0			\$0
KMBJ3CA66L0738758	2018	HYUNDAI	TUCSON	41040	\$11,500	10000						60	1.5%			\$0			\$0
1C4RUD887HD106376	2017	JEEP	COMPASS	44050	\$8,000	10000						60	1.5%			\$0			\$0
3N1CN7AP7GL865913	2016	NISSAN	VERSA	75847	\$2,200	10000						60	1.5%			\$0			\$0
3CAPDD863FT32858	2015	DODGE	JOURNEY	30303	\$8,500	10000						60	1.5%			\$0			\$0
3FA6P0L6F8254380	2015	FORD	FUSION	92500	\$8,300	0						60	1.5%			\$0			\$0
3FA6P0L18FR254381	2015	FORD	FUSION	100367	\$4,400	10000						60	1.5%			\$0			\$0
2CARDGCS5E121780	2014	DODGE	CARAVAN	48746	\$8,000	10000	2020	Nissan Versa	10000	\$11,784.0	\$9,764	60	1.5%	\$180.14	\$2,161.72	\$1,269	\$4,951	\$400	\$3,282
1FADP3F32EL307406	2014	FORD	FOCUS SE	83184	\$3,200	10000	2020	Nissan Versa	10000	\$11,784.0	\$9,764	60	1.5%	\$180.14	\$2,161.72	\$1,269	\$4,951	\$400	\$3,282
KNADN4A3316408880	2014	KIA	RIO LX	57786	\$3,000	10000	2020	Nissan Versa	10000	\$11,784.0	\$9,764	60	1.5%	\$180.14	\$2,161.72	\$1,269	\$4,951	\$400	\$3,282
2G3WFS30C3292713	2012	CHEVROLET	IMPALA	117408	\$1,900	10000	2020	Nissan Versa	10000	\$11,784.0	\$9,764	60	1.5%	\$180.14	\$2,161.72	\$1,269	\$4,951	\$400	\$3,282
1FAHP3F7AW204723	2010	FORD	FOCUS	97286	\$1,900	10000	2020	Nissan Versa	10000	\$11,784.0	\$9,764	60	1.5%	\$180.14	\$2,161.72	\$1,269	\$4,951	\$400	\$3,282
JF2SM61699M768787	2009	SUBARU	FORRESTER	184278	\$1,900	10000	2020	Nissan Versa	10000	\$11,784.0	\$9,764	60	1.5%	\$180.14	\$2,161.72	\$1,269	\$4,951	\$400	\$3,282
1FNRL382388017658	2008	HONDA	ODYSSEY	68318	\$2,800	10000	2020	Nissan Versa	10000	\$11,784.0	\$9,764	60	1.5%	\$180.14	\$2,161.72	\$1,269	\$4,951	\$400	\$3,282
2AA0PS4LX6R767612	2006	CHRYSLER	TOWN & COUNTRY	103858	\$900	10000	2020	Nissan Versa	10000	\$11,784.0	\$9,764	60	1.5%	\$180.14	\$2,161.72	\$1,269	\$4,951	\$400	\$3,282
1DND52F24M710355	2004	CHEVROLET	MALIBU	127234	\$600	10000	2020	Nissan Versa	10000	\$11,784.0	\$9,764	60	1.5%	\$180.14	\$2,161.72	\$1,269	\$4,951	\$400	\$3,282
1FMCU921830207800	2003	FORD	ESCAPE 4X4	187328	\$400	10000	2020	Nissan Versa	10000	\$11,784.0	\$9,764	60	1.5%	\$180.14	\$2,161.72	\$1,269	\$4,951	\$400	\$3,282
1G0CS19X438148459	2003	CHEVROLET	S10	89238	\$1,000	10000						60	1.5%		\$0.00	\$0		\$0	

	Acquisition Budget	Est. Fuel	Maintenance	Total Budget
CURRENT BUDGET	\$25,000.00	\$9,000	\$6,000	\$40,000
ACTUAL SPEND	\$25,000.00	\$8,577	\$5,787	\$39,364



Enterprise replacement Vehicles	Lease Payments	Est. Fuel	Est Maintenance	Total Budget
	\$21,617.23	\$2,727	\$1,689	\$26,033

Remaining Fleet Budget	Lease Payments	Est. Fuel	Est Maintenance	Total Budget
	\$0.00	\$3,789	\$2,703	\$6,492

NEW PROPOSED BUDGET	Lease Payments	Est. Fuel	Est Maintenance	Total Budget
	\$21,617.23	\$6,516	\$4,392	\$32,525



Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> COPSYNC PROGRAM</p> <p><u>SUBJECT/PROPOSAL/REQUEST</u> Request to approve funding and a new contract for Campus Safe software</p> <p><u>STRATEGIC PLAN FOCUS AREA:</u></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 checked="" 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 type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><u>AGENDA DATE:</u> August 18, 2020</p> <p><u>BOARD ACTION:</u> Yes</p> <p><u>INFORMATION:</u> No</p> <p><u>ATTACHMENTS:</u> Yes</p> <p><u>CONSENT AGENDA:</u> No</p> <p><u>ATTACHMENTS:</u> No</p> <p><u>STAFF CONTACT(S):</u> <i>Sheriff Overton</i></p> <p><u>REVIEWED BY:</u> Christopher L. Whitlow,  County Administrator</p>
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BACKGROUND:

COPsync is a threat alert and notification system that immediately notifies law enforcement of a threat/emergency, offers live communication with faculty and emergency responders, provides access to building floor plans, activation of alerts from a computer or mobile device, mapping of building location, and improves law enforcement response time. The Franklin County Sheriff's Office (FCSO) secured a private donation approximately 3 years ago to fund the Copsync software purchase and implementation with the Franklin County Public Schools (FCPS). As the Copsync private donation did not require County funding, any associated hardware and software costs have not been a part of annual budget requests from the Sheriff's office.

DISCUSSION:

The continuation of the Copsync program was brought before the Board of Supervisors at the May 19, 2020 meeting. At that time, the Board tabled the item pending a further review of School reopening plans and budgetary considerations. As shared in the attached communication from School Superintendent Dr. Mark Church and Sheriff Overton, the COPsync program contract has expired. The COPsync software name has changed to Campus Safe. As noted in the memo, staff with the FCSO and FCPS have reviewed other software options and determined that Campus Safe is still the best option. As also shared in the memo, continuing the contract with Campus Safe was the lowest cost option of the alternatives reviewed and detailed in the attached memo. The attached quote provides the program at an annual cost of \$15,000.

RECOMMENDATION:

The FCSO and FCPS is requesting the Board of Supervisors to approve a contract with Kologik for the Campus Safe software program. The County will need to budget \$15,000 annually for the software renewals. These funds were not appropriated in the FY 2021 budget. The Board is requested to approve the contract with Kologik for the Campus Safe software program, allocate funds from another existing line item in the current year budget, and authorize the County Administrator and County Attorney to execute all applicable documents to continue using the Campus Safe software program.

POSSIBLE BOARD ACTIONS:

MOTION to APPROVE:

I make a motion to approve the contract with Kologik for the Campus Safe software program, allocate funds from another existing line item in the current year budget, and authorize the County Administrator and County Attorney to execute all applicable documents to continue using the Campus Safe software program.

MOTION to TABLE:

I make a motion to table the contract with Kologik for the Campus Safe software program until additional information is provided.

MOTION to DENY:

I make a motion to deny the contract with Kologik for the Campus Safe software program, allocate funds from another existing line item in the current year budget, and authorize the County Administrator and County Attorney to execute all applicable documents to continue using the Campus Safe software program.



Memorandum

DATE: May 14, 2020
TO: Franklin County Board of Supervisors
FROM: Dr. W. Mark Church, Superintendent
Sheriff Bill Overton
RE: Campus Safe Threat Alert System
Franklin County Sheriff's Department Deputies at Franklin County High School

Background

For the past three years, Franklin County Public Schools (FCPS), in conjunction with the Franklin County Sheriff's Department (FCSD), has utilized the Cop Sync threat alert and notification software program. This program was secured with a private donation through the FCSD; however, the contract has now expired. The benefits this program offers to the safety of students, faculty and staff, and the entire Franklin County community include the following:

- Immediate notification to law enforcement of a threat/emergency
- Live communication with faculty, officers, EMS, Fire and 911
- Access to building floor plans
- Activation of alerts from computer or mobile device
- Mapping of building location
- Improves law enforcement response time!

This program has been in place for three years, has proven to be effective in simulated active shooter drills both from a communication and response time standpoint and the faculty and staff at FCPS are familiar with how the program operates and functions. Additionally, immediate notification and rapid response could be critical with threats and emergencies that occur at school locations in rural areas, outside of the town limits.

This past school year, through a grant received by the FCSD, two deputies were placed at Franklin County High School (FCHS) on a full-time basis to provide additional safety and security. This proved to be very beneficial by not only providing additional safety, but the deputies also served as positive role models for students, were able to build professional relationships with staff and students, and had a positive impact on police and community relations.

Discussion//Current Status

The Cop Sync software program is owned by KOLOGIK, and they have recently changed the program name from Cop Sync to Campus Safe. The software still offers the same components and operates in the same manner. As mentioned previously, the current contract has expired. In anticipation of the contract expiring, a committee reviewed several other threat alert software programs that include IN FORCE 911, RAVE Mobile Safety, and RAPTOR Technologies. After assessing all programs, it was agreed that Campus Safe was still the preferred program that best meets our needs. Additionally, Campus Safe was the least expensive proposal.

Currently, the cost to continue utilizing the Campus Safe software program is \$15,000 per year.

The grant funding for the two deputies assigned to FCHS has also expired. The deputies provided a needed service at a campus consisting of several thousand students. The cost to keep and maintain the two additional deputies at FCHS is \$44,000 per year.

Request for Consideration

Currently, and like everybody else, both FCPS and the FCSD are facing significant reductions in their budgets to finish out the current year and for fiscal year 2020-21. The Campus Safe program and additional deputies at FCHS are both integral pieces to help ensure the safety and security of school aged children, faculty, and the community.

We respectfully ask that the Franklin County Board of Supervisors consider fully funding both the Campus Safe threat alert system and the two deputies assigned to FCHS at a total cost of \$59,000 dollars.

We appreciate your time and consideration of this request.



Proposal Prepared for:
Franklin County, VA
August 12, 2020

Phillip,

Thank you for giving Kologik the opportunity to present our Campus Safe solution and submit this cost proposal. We look forward to working with you and your team in implementing a comprehensive solution to instantly connect staff with law enforcement. At Kologik we pride ourselves on exceeding our customer's expectations and we expect to provide the same level of excellence to you as well. Should you have any questions, please do not hesitate to contact me.

Submitted By:
Ben LaPlace
General Manager
(225) 424-4201
blaplace@kologik.com

COST PROPOSAL

Campus Safe Software			
Description	Quantity	Unit Cost	Total Annual Cost
Campus Safe Setup and Year One Support	N/A	\$1,200	-
Dispatch Per Designated Console/ 1-Time Fee	-	Waived	-
Total 1st year Cost			-
Board of Education Building (optional)	1	\$500	-
Annual Monitoring, software maintenance, update - consecutive years	15	\$1,000	\$15,000
BoE building (optional)	1	\$500	\$15,500
Responder Licenses –Enforcement Agencies	-	-	Unlimited
Responder Licenses – Additional LE Agencies - Fire & EMS	-	-	Unlimited



Starting from the date a service agreement is signed and executed. Billing will be annually on the execution date. Kologik will prorate cost to meet with your budget year if necessary.

By signing below, I acknowledge acceptance of this cost proposal and the services detailed above. **Please let me know if you would like to see a service agreement.**

Accepted by:

Title: _____

Signature: _____

Date: _____

Thank you,
Ben LaPlace, General Manager
Direct # (225) 424-4201
blaplace@kologik.com



FRANKLIN COUNTY

Board of Supervisors



Franklin County

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EXECUTIVE SUMMARY

AGENDA TITLE: Local CARES Act Funding Overview	AGENDA DATE: August 18, 2020
SUBJECT/PROPOSAL/REQUEST: Overview of federal CARES Act funding provided to Franklin County	BOARD ACTION: Yes
STRATEGIC PLAN FOCUS AREA:	INFORMATION: Yes
<input type="checkbox"/> <i>Economic Development</i> <input checked="" type="checkbox"/> <i>Financial Stability</i>	ATTACHMENTS: No
<input type="checkbox"/> <i>Infrastructure</i> <input type="checkbox"/> <i>Lifelong Learning</i>	CONSENT AGENDA: No
<input type="checkbox"/> <i>Managed Growth</i> <input type="checkbox"/> <i>Public Safety</i>	ATTACHMENTS: No
<input type="checkbox"/> <i>Operational Effectiveness</i>	STAFF CONTACT(S): Carter, Burnette
	REVIEWED BY: Christopher L. Whitlow, County Administrator 

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 received \$4,889,448 from the Commonwealth of Virginia as a pass through from the United States Treasury in June. On July 28th, the Commonwealth announced another and final round of funding to the localities in identical amounts to the funds received in June. This brings Franklin County's total CARES Act funding to \$9,778,896.

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 Board approved a list of expenditures on July 21st in the amount of \$2,699,680. This leaves up to \$7,079,216 in funds available for a second round of projects and potentially a third round in September. A working group of County staff has received project ideas from numerous County departments and organizations. The working group has reviewed these submissions and has prepared a recommended categorical list of expenditures for Round 2 funding. The recommendation totals \$3,903,795 of projects and leaves \$3,175,421 in funding available for a future round. This reserved portion of CARES Act funding is being

recommended to be held back as the federal government works through negotiations on legislation that may make alterations to the time and use restrictions currently imposed. If no changes to the restrictions are made, staff would recommend moving forward at the September Board meeting with the approval on using the remaining CARES dollars on eligible projects. In order to have funds spent by December 30, staff believes the September or October Board meetings may be the latest the Board can wait to authorize and complete projects before the end of the year. For Round 2, the working group has met and prioritized those projects that have longer implementation schedules and that focus on required expenditures, such as allocations to the towns of Rocky Mount and Boones Mill. Additionally, requests from departments that did not receive Round 1 funding were prioritized. A categorical listing of the recommended funding priorities includes:

Town of Rocky Mount	\$ 414,263
Town of Boones Mill	\$ 20,417
CARES Program Administration, Accounting, and Legal	\$ 146,000
Mobile Dispatch / Incident Command / Technology	\$ 48,000
Remote Distancing / Contact Tracing / Equipment	\$ 752,020
Telework Infrastructure – Broadband Deployment	\$1,060,095
Tourism Recovery Grant Programs	\$ 56,000
Business Recovery Grants	\$ 500,000
Personal Protective Equipment & Emergency Response	\$ 907,000
TOTAL IN ROUND 2	\$3,903,795
REMAINING FOR FUTURE ROUND(S)	\$3,175,421

RECOMMENDATION:

Staff respectfully requests that the Board hear a staff presentation on the CARES Act Round 2 funding and approve the categorical list of potential expenditures for which these funds will be utilized as presented.

POSSIBLE BOARD ACTIONS:

MOTION to APPROVE:

I make a motion to approve the Round 2 categorical list of expenditures as presented.

MOTION to TABLE:

I make a motion to table the Round 2 categorical list of expenditures until additional information is provided.

MOTION to DENY:

I make a motion to deny the Round 2 categorical list of expenditures as presented.

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
DAN RIVER ASAP	Brandt Gawor		CITIZEN APT.	3-Year	6/30/2016
LIBRARY BOARD		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
RECREATION COMMITTEE	Kay Saleeby	85 Forest Hill Road	ROCKY MOUNT	3- Year	6/30/2020
	Jessica Gowor	245 Farmington Road	AT-LARGE		6/30/2019
Roanoke Valley- Alleghany Regional Commission		VACANCY			
SOCIAL SERVICES	John Lipscomb	346 Quail Valley Lane	BOONE	4- Year	6/30/2020
Western Virginia Regional Industrial Development Authority		VACANCY		4-Year	

Transmittal of Planning Commission Action

Date: August 10, 2020

Item: George I. Vogel, III, Applicant, and Westlake Pointe Property Owners Association, Owners, requesting a Special Use Permit to allow for a boat storage yard, on approximately 1.50 acres of a 12.00 acre parcel, currently zoned RPD, Residential Planned Unit Development District. (Case # SPEC-06-20-16610).

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

Date of Commission Action: Public Hearing, July 14, 2020

SUMMARY OF REQUEST

The petitioner requests a Special Use Permit to allow for a “Boat Storage Yard”, on approximately 1.5 acres of the 12 acre property located on Morewood Road in the Gills Creek District and zoned RPD, Residential Planned Unit Development District. The property is currently wooded.

The requested Special Use Permit is to bring the property into conformance with the County Code. The property owners have been allowing boats, trailers, and recreational vehicles to be stored on the property. After receiving a complaint about the storage yard, the property owners were contacted by County staff and informed that a boat storage yard in RPD Districts require a special use permit issued by the Board of Supervisors.

There was one (1) public comment received at the advertised public hearing.

Commission’s Recommendation: The Planning Commission finds 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. Therefore, the Planning Commission recommended approval of the petitioner’s request for a Special Use Permit for a “Boat Storage Yard” in accordance with Sec. 25-295 of the Zoning Ordinance, with the following conditions:

1. Usage of the property shall be limited to 1.5 acres of the total 12 acre property. Expansion will require the issuance of a new special use permit by the Board of Supervisors.
2. Storage on the property shall be limited to only boats, personal watercraft, and trailers and all boats/personal watercraft/trailers stored on the property are to be in operable condition.
3. No storage shall be allowed within yards or setback areas required by the Zoning Ordinance.
4. Storage area shall be fenced along Morewood Road and gated. Access shall be provided to Franklin County Public Safety. Storage area shall be screened from Morewood Road by a single row of Southern Wax Myrtle trees that are 4-6 feet tall at time of planting and spaced 10 feet apart.
5. A minor site plan of the boat storage yard must be submitted to Franklin County Zoning Administrator for review and approval within sixty (60) days of approval of the special use permit.

Roll Call Vote: Motion to Approve with Conditions: Colby Seconded : Doss

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

The Planning Commission's motion to recommend approval of the requested Special Use Permit to allow for a boat storage yard, was approved by a vote of 6-0-1-0 with the five (5) conditions listed above.

RESOLUTION # _____

APPLICATION OF GEORGE I. VOGEL, III, APPLICANT, AND WESTLAKE POINTE PROPERTY OWNERS ASSOCIATION, OWNERS, REQUESTING A SPECIAL USE PERMIT FOR A BOAT STORAGE YARD USE ON PROPERTY ZONED RESIDENTIAL PLANNED UNIT DEVELOPMENT DISTRICT (RPD), CONSISTING OF +/- 12.00 ACRES, LOCATED ON MOREWOOD ROAD IN THE GILLS CREEK DISTRICT OF FRANKLIN COUNTY IDENTIFIED AS TAX MAP/PARCEL # 0150003309 (CASE # SPEC-06-20-16610).

WHEREAS, George I. Vogel, III did file an application requesting a Special Use Permit to allow for a boat storage yard, on approximately 1.50 acres of a 12.04 acre parcel, located in the Gills Creek District, and

WHEREAS, the 12.04 acre property is zoned RPD, Residential Planned Unit Development and boat storage yards are a permitted use by issuance of a special use permit in RPD 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 July 14, 2020 and August 18, 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 five (5) conditions:

1. Usage of the property shall be limited to 1.5 acres of the total 12 acre property. Expansion will require the issuance of a new special use permit by the Board of Supervisors.
2. Storage on the property shall be limited to only boats, personal watercraft, and trailers and all boats/personal watercraft/trailers stored on the property are to be in operable condition.
3. No storage shall be allowed within yards or setback areas required by the Zoning Ordinance.
4. Storage area shall be fenced along Morewood Road and gated. Access shall be provided to Franklin County Public Safety. Storage area shall be screened from Morewood Road by a single row of Southern Wax Myrtle trees that are 4-6 feet tall at time of planting and spaced 10 feet apart.

5. A minor site plan of the boat storage yard must be submitted to Franklin County Zoning Administrator for review and approval within sixty (60) days of approval of the special use permit.

WHEREAS, after full consideration, the Franklin County Board of Supervisors finds 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 special use permit request for a boat storage yard with the five (5) conditions recommended by the Planning Commission.

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

MEMORANDUM
Case # SPEC-06-20-16610



Franklin County
A Natural Setting for Opportunity

To: Franklin County Planning Commission
From: Steven M. Sandy, Planning Director
Date: July 1, 2020
Tax #s: 0150003309
District: Gills Creek District
Applicant: George I. Vogel, III
Owners: Westlake Pointe Property Owners Association, Inc.

REQUEST:

APPLICATION for SPECIAL USE PERMIT – Application of George I. Vogel, III, Applicant, and Westlake Pointe Property Owners Association, Inc., Owners, requesting a Special Use Permit with possible conditions, to allow for a boat storage yard on an approximate 12.00 acre property, currently zoned RPD, Residential Planned Unit Development District, located on Morewood Road in the Gills Creek District of Franklin County and further identified by Franklin County Real Estate Records as Tax Map/Parcel # 0150003309. Boat storage yards are a permitted use by Special Use Permit in RPD, Residential Planned Unit Development, zoning districts. The property is located in the Westlake Hales Ford Designated Growth Area with a future land use designation of Suburban Residential two (2) units per acre.

RECOMMENDATION:

The Planning Commission recommends that the Board of Supervisors approve the request for a Special Use Permit to allow for a boat storage yard with the following five (5) conditions:

- 1. Usage of the property shall be limited to 1.5 acres of the total 12 acre property. Expansion will require the issuance of a new special use permit by the Board of Supervisors.*
- 2. Storage on the property shall be limited to only boats, personal watercraft, and trailers and all boats/personal watercraft/trailers stored on the property are to be in operable condition.*
- 3. No storage shall be allowed within yards or setback areas required by the Zoning Ordinance.*
- 4. Storage area shall be fenced and gated. Access shall be provided to Franklin County Public Safety. Storage area shall be screened from Morewood Road by a single row of Green Giant Arbivitae trees that are 4-6 feet tall at time of planting and spaced 10 feet apart.*
- 5. A minor site plan of the boat storage yard must be submitted to Franklin County Zoning Administrator for review and approval within sixty (60) days of approval of the special use permit.*



BACKGROUND:

The petitioner requests a Special Use Permit to allow for a “Boat Storage Yard”, on approximately 1.5 acres of the 12 acre property located on Morewood Road in the Gills Creek District and zoned RPD, Residential Planned Unit Development District. The property is currently wooded and vacant.

The requested Special Use Permit is to bring the property into conformance with the County Code. The property owners have been allowing boats, trailers, and recreational vehicles to be stored on the property. After receiving a complaint about the storage yard, the property owners were contacted by County staff and informed that a boat storage yard in RPD Districts require a special use permit issued by the Board of Supervisors.

Since applying for a special use permit, the property owners have initiated a clean up of the property by removing several boats, trailers, and a recreational vehicle. The property owners have also approached some of the adjoining property owners, including the owners who filed the initial complaint, and have received positive feedback from them on their efforts to clean up the property. See letter of application.

In order to allow any “Boat Storage Yard” a Special Use Permit is required to be issued by the Board of Supervisors under Section 25-295 of the County Code.

The application was advertised, site posted, and notifications sent to all adjacent property owners. As of the date of this report, staff has received one inquiry about the property. This citizen was curious about the nature of the request and had no concerns. Additional comments and concerns may be raised as a result of the public hearings.

SITE STATISTICS:

- Location:* Morewood Drive, Gills Creek District
- Size:* 12 acres (1.5 acres requested for use as storage yard)
- Existing Land Use:* Wooded, Vacant
- Adjoining Zoning:* A-1, Agricultural District
RPD, Residential Planned Unit Development District
- Adjoining Land Uses:* Residential
- Adj. Future Land Uses:* Suburban Residential two (2) units per acre

COMPREHENSIVE PLAN:

According to the Westlake -Hales Ford Area Plan Future Land Use Map adopted as an amendment to the 2007 Franklin County Comprehensive Plan, the property located on Morewood Road identified as tax parcel number 0150003309 and as Suburban Residential 2 units per acre Suburban Residential consist of mostly single-family detached dwellings, but townhomes, and other single-family dwellings are allowed. Typically located in Suburban Residential allows some non-residential uses like open space for playgrounds, ballfields, or similar uses. The special use permit is requesting 1.5 acres on a 12 acre tract for boat storage for Westlake Pointe Property



Owners Association, Inc to allow owners of townhomes in this development to be stored on a vacant piece of open space the associations owns. It is typical to find developments such as this having the need for separate storage of boats, trailers, and recreational vehicles. There should be conditions to make sure the boat storage area has operable and tagged boats, trailers, and RV to insure that the storage area does not become a junk yard and the area not to be expanded more than the 1.5 acres needed. The special use permit of particular property would be consistent with the policies of the suburban residential and intent of the comprehensive plan. In addition, this special use permit would not be substantial detrimental to the surrounding properties or community as long as the property is protected with condition as suggested above.

POLICIES OF LAND USE CATEGORY SUBURBAN RESIDENTIAL two units per acre:

Suburban Residential areas are consistent with traditional suburban development. They are predominantly if not exclusively residential areas that typically contain single-family detached homes, though townhomes and attached single-family homes would be allowed. This land use pattern is best applied at fairly low densities of two to four units per acre.

Commercial uses are expected to be very limited, and serve local retail needs at major neighborhood crossroads. Suburban residential areas can be good areas for in-home offices, though regulations in these areas should ensure that traffic and parking are mitigated without affecting neighboring residents. Other non-residential uses would include active and passive open space, including playgrounds, ballfields, courts, or similar uses, potentially as part of a neighborhood club or recreation center.

Streets in Suburban Residential areas are generally of two types: local streets and collector streets. Local streets would serve slow-moving, low-volume local traffic, sometimes within a contained subdivision. Sidewalks are beneficial on these streets, but can be absent without discouraging walking due to the low volume and slow travel speeds. While local streets in Suburban Residential areas are not intended for longer trips, attempts to improve connectivity within and between adjacent neighborhoods should be encouraged. Collector streets are higher-volume, higher-speed roads that are used by multiple neighborhoods to access the larger community. Collector roads should have sidewalks on at least one side, providing walking access to essential goods and services in the immediate vicinity of the area.

ZONING ORDINANCE:

Special Uses for the RPD District are set forth in Sec. 25-295. The requested use is referenced as "Public facilities, offices, storage yards".

Sec. 25-638 of the Zoning Ordinance sets forth the County's authority to issue special use permits for certain uses. The ordinance states that, in order to issue a special use permit, the Board of Supervisors must 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 this chapter, with the uses permitted by-right in the zoning district, with additional regulations provided in sections 25-111 through 25-137, supplemental regulations, and amendments, of this chapter, and with the public health, safety, and general welfare."*

Sec. 25-640 of the Zoning Ordinance sets forth the County's authority to impose conditions for the issuance of special use permits. The ordinance states that the Board of Supervisors *"may*



impose upon any such permit such conditions relating to the use for which such permit is granted as it may deem necessary in the public interest..." Conditions associated with a special use permit must be related to the particular land use which required the permit, and must be related to some impact generated by or associated with such land use.

Sec. 25-641 of the Zoning Ordinance states that a special use permit shall expire eighteen (18) months from the date of issuance if "*no commencement of use, structure or activity has taken place.*" The ordinance states that "commencement" shall consist of "extensive obligations or substantial expenditures in relation to the project," including engineering, architectural design, land clearing, and/or construction.

ANALYSIS:

In accordance with Section 25-638 of the Zoning Ordinance, the proposed special use permit is being evaluated to determine if these uses will be substantial detriment to adjacent properties, whether the character of the zoning district will be changed thereby, and that such uses will be in harmony with the purpose and intent of this chapter, with the uses permitted by-right in the zoning district, with additional regulations provided in sections 25-111 through 25-137, supplemental regulations, and amendments, of this chapter, and with the public health, safety, and general welfare. Review of the proposed use does identify potential impacts in the following areas to be addressed:

TRANSPORTATION:

The existing entrance to the property is located on Morewood Road. Traffic is expected to be light from this proposed use.

WATER AND SEWER:

Water and sewer will not be required for the proposed use.

EROSION AND SEDIMENT CONTROL AND STORM WATER MANAGEMENT

The proposed use of the property will not require review and approval under the erosion and sediment control and storm water management regulations. Any additional disturbance of soil may require permitting.

PUBLIC SAFETY

Franklin County Public Safety requests to review a plan of the boat storage yard, specifically, how the property owners plan to mitigate any potential issues. Public safety will need to ensure their ability to ingress and egress the property in the event of a fire as well as the property owner's ability to contain and prevent leakage of any hazardous waste materials (see attached).

NOISE

Staff anticipates minimal noise impacts related to this site.



SUGGESTED MOTIONS:

The following suggested motions are sample motions that may be used. They include language found in Section 15.2-2283, Purpose of zoning ordinances of the Code of Virginia of 1950, as amended.

- 1) (APPROVE) 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. Therefore, I move to recommend approval of the petitioner's request for a Special Use Permit for a "Boat Storage Yard" in accordance with Sec. 25-295 of the Zoning Ordinance, with the conditions as recommended in the staff memorandum.

OR

- 2) (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. Therefore, I move to recommend to deny the request for the Special Use Permit.

OR

- 3) (DELAY ACTION) I find that the required information for the submitted petition is incomplete. Therefore I move to delay action until all necessary materials are submitted to the Planning Commission.

Powell, Hannah

From: Ferguson, William
Sent: Tuesday, June 2, 2020 10:51 AM
To: Powell, Hannah
Cc: Mason, Jay
Subject: RE: DRT Meeting

Hannah:

Just would like to make sure we could get fire assets to the boats and review a plan as to any possible hazardous materials that may be with the boats.

Chief Mason:

Can you please weigh in?

Thanks

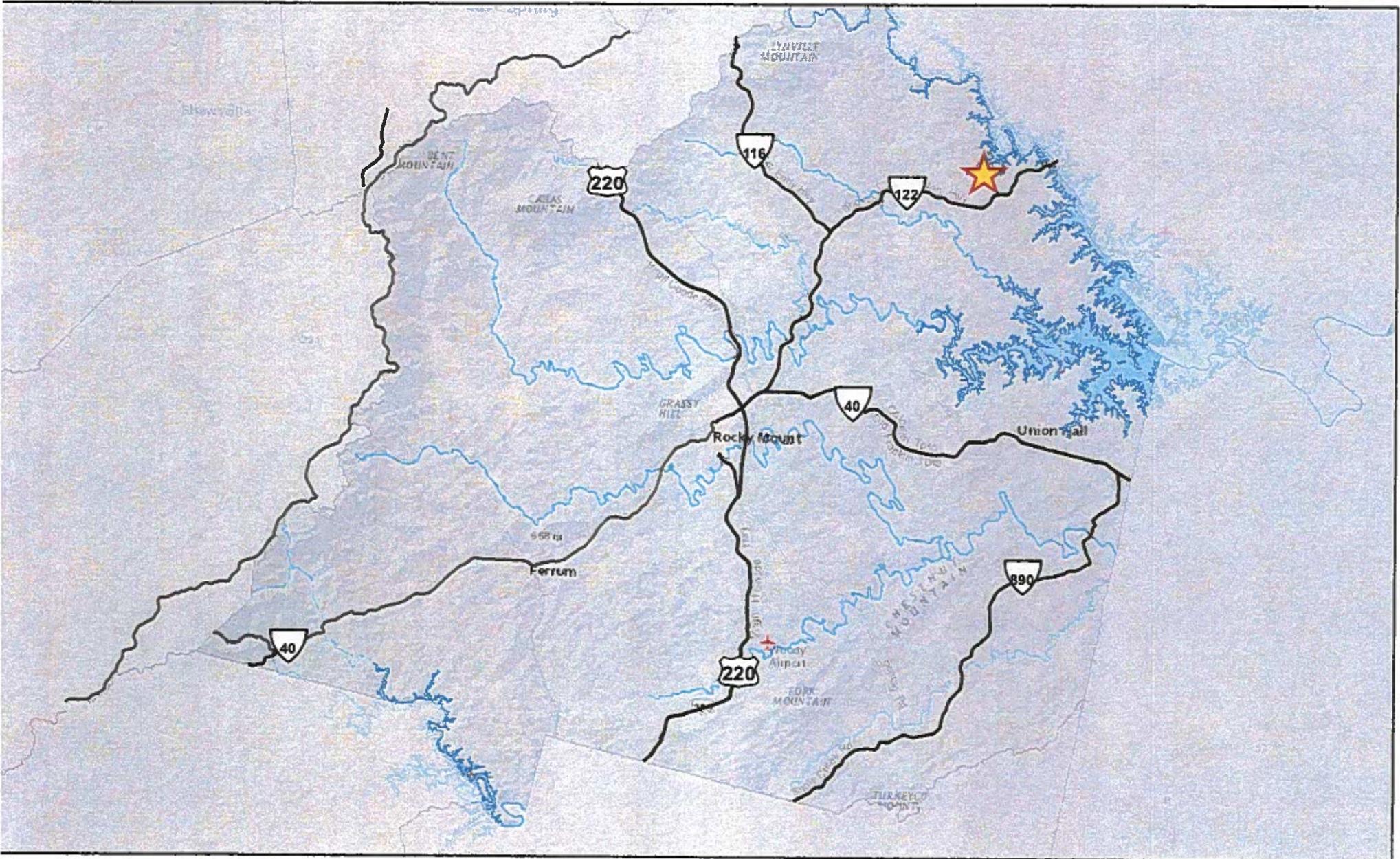
Billy

William Ferguson
Director
Franklin County Public Safety
1488 Franklin Street
Rocky Mount, VA 24151
540-483-3091

From: Powell, Hannah <Hannah.Powell@franklincountyva.gov>
Sent: Tuesday, June 2, 2020 10:38 AM
To: aaron.shearer@westernvawater.org; Burnette, Michael <Michael.Burnette@franklincountyva.gov>; Catlett, Charles <Charles.Catlett@franklincountyva.gov>; Cooper, Lisa <Lisa.Cooper@franklincountyva.gov>; darrin.doss@vdh.virginia.gov; Ferguson, William <William.Ferguson@franklincountyva.gov>; Harrington, Terry <Terry.Harrington@franklincountyva.gov>; Mason, Jay <Jay.Mason@franklincountyva.gov>; Broughton, John <John.Broughton@franklincountyva.gov>; lisa.lewis@vdot.virginia.gov; nholthouser@aep.com; Pat Regan <pat.regan@franklincountyva.gov>; Phillips, Jessica <jessica.phillips@vdh.virginia.gov>; Sandy, Steve <Steve.Sandy@franklincountyva.gov>; Schmidt, Eric <Eric.Schmidt@franklincountyva.gov>; simon.leray@vdh.virginia.gov; Smith, Don <don.smith@franklincountyva.gov>; Whitlow, Christopher <Christopher.Whitlow@franklincountyva.gov>; brent.williams@vdh.virginia.gov; Wilson, Ronald <Ronald.Wilson@franklincountyva.gov>
Subject: DRT Meeting

There will not be a DRT meeting for the month of June. Please review the attached applications and send any comments you have to me no later than Friday, June 12th. Thanks!!

Hannah L. Powell
Administrative Assistant II

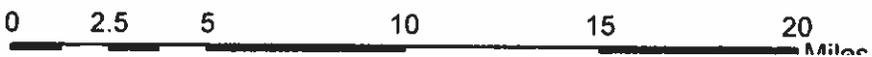


Tax Map # 0150003309

SPEC-06-20-16610

Westlake Pointe Property Owners Association, Inc.

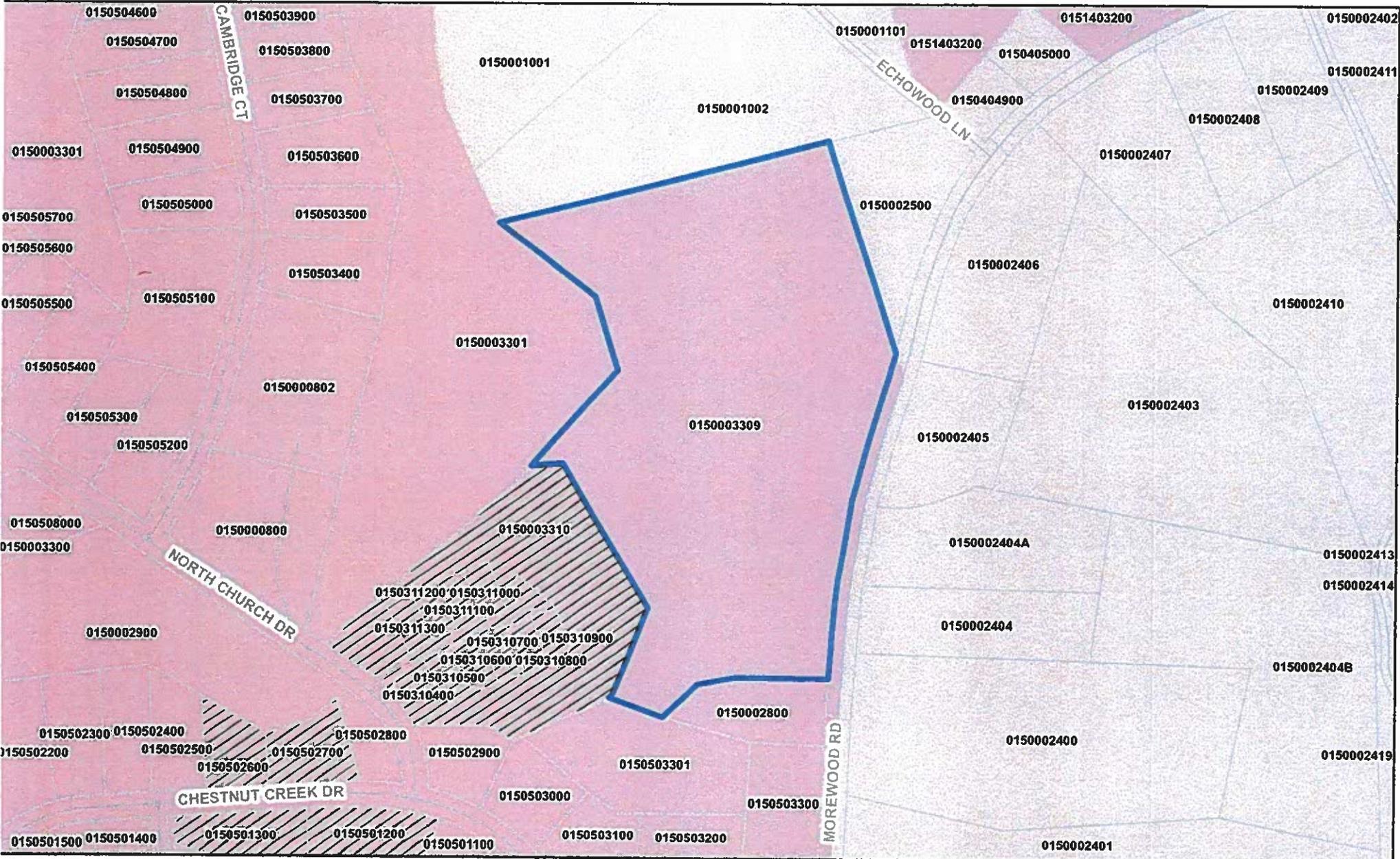
 Subject Property Location



Date: 7/1/2020



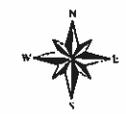
Franklin Co GIS



- Legend**
- Subject Parcel
 - Parcels
 - Special Use Permit
 - Smith Mtn Lake
- Zoning Classifications**
- A1 - Agricultural
 - RPD - Residential Planned Unit Development

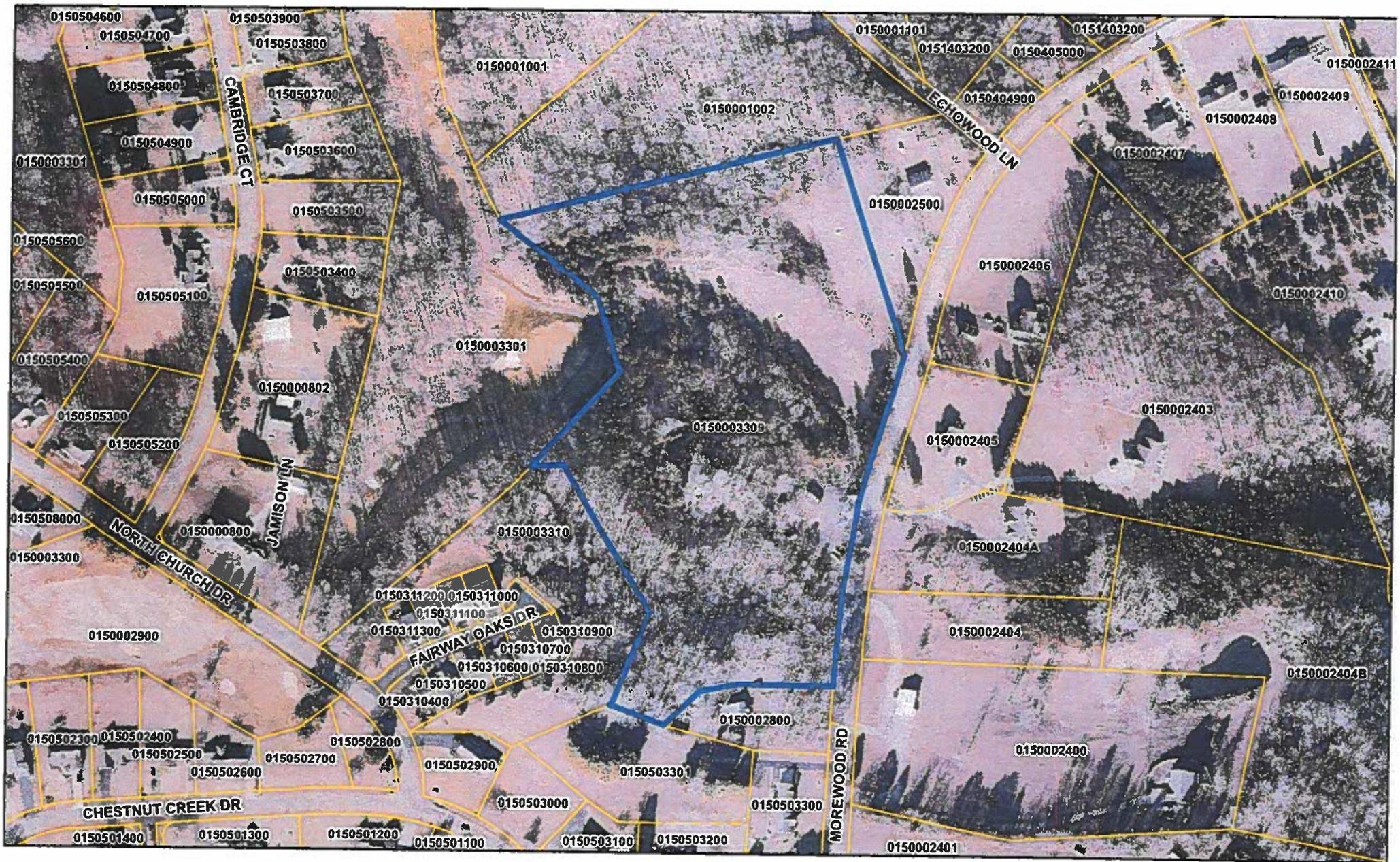
Tax Map # 0150003309
SPEC-06-20-16610
Westlake Pointe Property Owners Association, Inc.

0 125 250 500
 Ft



Date: 7/1/2020

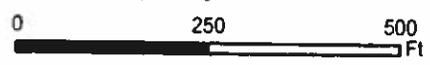




Tax Map # 0150003309
 SPEC-06-20-16610
 Westlake Pointe Property Owners Association, Inc.

- Legend**
- Subject Parcel
 - Tax Parcels

2017 Pictometry Imagery



Date: 7/1/2020



Franklin Co GIS

LAW OFFICES
VOGEL & CROMWELL, L.L.C.
204 McCLANAHAN ST., S.W.
ROANOKE, VA 24014

SMITH MOUNTAIN LAKE OFFICE
13245 B.T. WASHINGTON HWY., SUITE B
HARDY, VA 24101

GEORGE I. VOGEL, II
JAMES R. CROMWELL
GEORGE I. VOGEL, III
CHRISTIAN "KIRK" VOGEL

P.O. Box 18188, ROANOKE, VA 24014
(540) 982-1220
FAX (540) 982-0422

(540) 721-3988
FAX (540) 721-1978

May 29, 2020

(VIA HAND DELIVERY)

Franklin County Department of
Planning and Community Development
c/o William C. Raney, Jr.
1255 Franklin Street, Suite 103
Rocky Mount, VA 24151

**RE: 12 acres
Tax Map # 0150003309
Special Use Permit**

Dear Bill:

Enclosed please find an application for a Special Use Permit on behalf of my client, Westlake Pointe Property Owners Association, Inc. (hereinafter "the Association"). I have also enclosed twenty-eight copies of the application and this letter along with a check in the amount of \$310.00. This application is being submitted at the request of Franklin County so as to allow the Association to continue using the subject property as a boat storage area for the owners of units in Westlake Pointe Townhomes.

As you know, this matter was brought to the Association's attention by your letter of January 23, 2020 referencing a citizen complaint about the boat storage area. Since then, the Association has taken steps to clean up the subject property, remove a recreation vehicle, and remove multiple boats and trailers. Officers of the Association have also spoken with several of the neighbors to the subject property, including the neighbor that filed the initial complaint. Each of these neighbors expressed that they are pleased with the efforts by the Association and have no objection to the Association's continued use of the property as a boat storage area.

As indicated in the application, the Association proposes to continue using the subject property in the current manner (after the cleanup). This will not cause any effect on or change to the surrounding area.

Based upon the foregoing, the Association respectfully requests that the Board of Supervisors grant the Association a

Page # 2
May 29, 2020

Special Use Permit pursuant to Section 25-295 of the Franklin County Code.

Thank you for your assistance with this matter. If you need any additional information regarding this application, please let me know.

Very Truly Yours,

Vogel & Cromwell, LLC



George I. Vogel, III

cc: (via e-mail)
Westlake Pointe Property Owners Association, Inc.
c/o Paul Hayman
pchayman@hotmail.com

FRANKLIN COUNTY
SPECIAL USE PERMIT APPLICATION

(Type or Print)

I/~~We~~ George I. Vogel, III, 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: George I. Vogel, III

Petitioner's Address: 204 McClanahan Street, S.W., Roanoke, VA 24014

Petitioner's Phone Number: 540-982-1220

Petitioner's E-mail: gvogel13@vogelandcromwell.com

Property Owner's Name: Westlake Pointe Property Owners Association, Inc.

Property Owner's Address: 70 Scruggs Road, Moneta, VA 24121

Property Owner's Phone Number: 336-430-1714

Property Owner's E-mail: pchayman@hotmail.com

Directions to Property from Rocky Mount: Rte. 122 E. to Westlake; left on Morewood Road; to property on left after Chestnut Creek Drive

Tax Map and Parcel Number: 0150003309

Magisterial District: Gills Creek

Property Information:

A. Size 12 acres of _____ Property:

B. Existing Zoning: RPD

C. Existing _____ Land Use:
Boat storage for owners in Westlake Pointe Townhomes

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:
Boat storage for owners in Westlake Pointe Townhomes

B. Size of Proposed Use: 1.5 acres

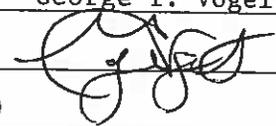
C. Other Details of Proposed Use: _____

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): George I. Vogel, III

Signature of Petitioner: 

Date: May 29, 2020

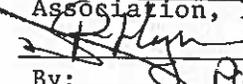
Mailing Address: 204 McClanahan Street, S.W.
Roanoke, VA 24014

Telephone: 540-982-1220

Email Address: gvogel13@vogelandcromwell.com

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

Owner's Name (Print): Westlake Pointe Property Owners Association, Inc.

Signature of Owner: 

Date: 5/29/2020 By: J. President

Date Received by Planning Staff _____

Clerk's Initials: _____

CHECK #: _____

RECPT. #: _____

AMOUNT: _____



Franklin County

A Natural Setting for Opportunity

MEMORANDUM

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 – July/June 2020

ACTIVITY	JULY	JUNE
9-1-1 Calls	2,515	2,274
Calls for Service	2,929	2,805
Average Response	7:32	6:05
Administrative Calls	4,609	2,274
Reportable Offenses	206	231
Criminal Arrest	138	107
Felony Warrants	89	63
Misdemeanor Warrants	104	107
DUI/DUID Arrests	4	1
Traffic Summons	10	28
Radar Summons	0	1
Traffic Warnings	0	0
Hours In Court	85:17	89:27
Hrs. School Security Checks	4:13	4:26
Business Checks	182	147
Training Hours	384	108
Extra Duty Hours	414	1,683.5
Funerals	21	14
Concealed Weapon Permits	250	146
Scrap Metal Permits	0	0
Emergency Custody Orders	18	15
Temporary Custody Orders	12	11
Civil Papers Served	1,549	1,526
Transports	35	25
Average Local Inmate Count	52	46
Average WVRJ Inmate Count	148	157
Miles Driven	104,516	78,206

W. Q. "Bill" Overton, Jr., Sheriff

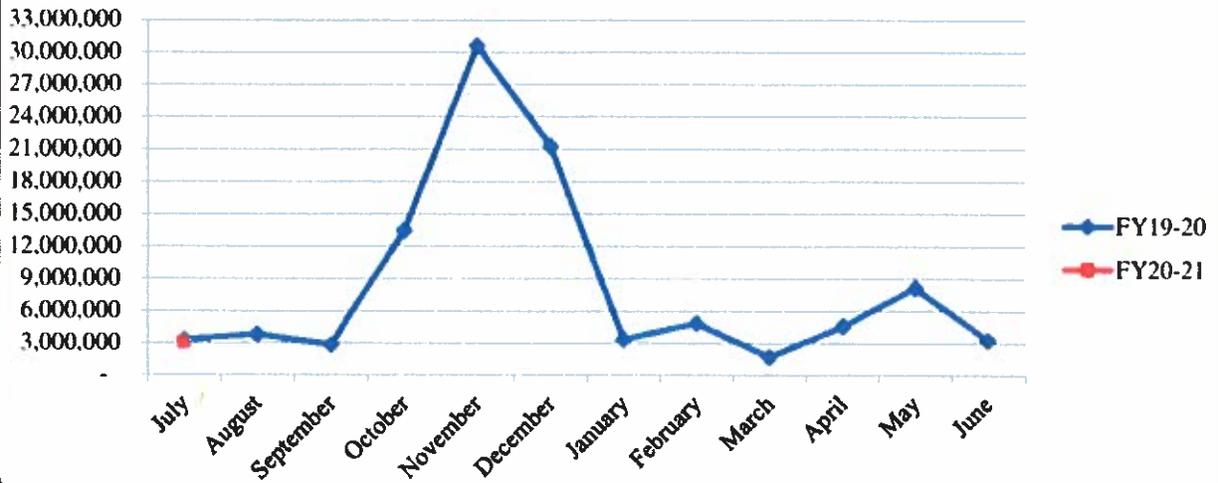
**Franklin County
Treasurer's Report
July 31, 2020**

Cash in Office	\$	2,260.00	
Borrowing Proceeds Held by Trustee		17,216,051.48	
Primary County Checking Account		6,929,659.13	
Money Market Acct		32,097,013.87	
Other Checking, Savings Accounts	\$	797,701.84	
		<u>57,042,686.32</u>	
General Fund Cash Balance			\$ 27,890,781.09
Designated Funds:			
Federal Asset Forfeiture Fund			137,184.33
Courthouse Maintenance Fund			252,170.01
School Fund			0.00
School Construction Fund			173,601.54
E911 Fund			799,844.32
Law Library			154,888.75
Capital Fund			10,899,378.57
Capital Fund Borrowing Proceeds			17,216,051.48
County Debt Service Fund			1,251,050.89
Utility Fund			224,090.60
Special Welfare Fund			78,913.03
Treasurer State Fund			0.08
Tourism Initiatives			7,500.00
Payroll Clearing Fund			(2,535,150.22)
Escrow Accounts:			
Road Funds			0.00
Soil and Erosion Control			488,381.85
Library Endowment Fund			4,000.00
			\$ <u>57,042,686.32</u>

Franklin County
Cash Basis Revenue and Expenditure Summaries (Unaudited)
General Fund and School Fund Only
For the Month Ended July 31, 2020

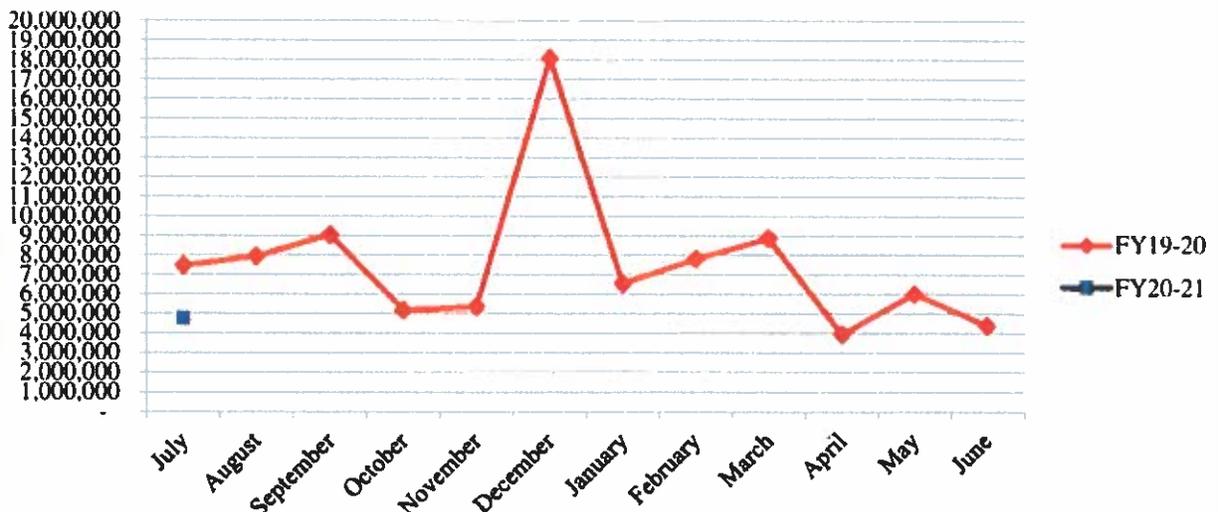
REVENUES:	Budget and Appropriations Current Year	Actual Year to Date Revenues	Balance To Be Realized	Percent of Budget
General Property Taxes	56,281,247	356,738	(55,924,509)	0.6%
Other Local Taxes	11,227,943	1,030,848	(10,197,095)	9.2%
Permits, Fees and Licenses	395,241	44,684	(350,557)	11.3%
Fines and Forfeitures	39,501	1,219	(38,282)	3.1%
Revenue from the use of Money and Property	595,318	27,985	(567,333)	4.7%
Charges for Services	2,958,763	202,765	(2,755,998)	6.9%
Miscellaneous Revenue	587,984	104,692	(483,292)	17.8%
Recovered Costs	1,031,428	69,323	(962,105)	6.7%
Revenue from the Commonwealth	14,877,827	1,201,261	(13,676,566)	8.1%
Federal Government	4,209,189	2,588	(4,206,601)	0.1%
Total	<u>92,204,441</u>	<u>3,042,102</u>	<u>(89,162,339)</u>	3.3%
Fund Balance/Carryover Funds				
Federal Revenues				
Transfers		(779)		
Total General Fund	<u>92,204,441</u>	<u>3,041,323</u>		
Schools				
Cafeteria, Misc, State, Federal	53,320,878	3,647,564	(49,673,314)	6.8%
Local Funding from County	34,417,672	570,484	(33,847,188)	1.7%
Total School Fund	<u>87,738,550</u>	<u>4,218,047</u>	<u>(83,520,503)</u>	4.8%
EXPENDITURES:				
	Budget and Appropriations Current Year	Actual Year to Date Expenditures	Balance Expended	Percent of Budget
General and Financial Administration	4,941,209	795,286	4,145,923	16.1%
Judicial Administration	2,915,611	187,579	2,728,032	6.4%
Public Safety (Sheriff, Corrections, Fire, EMS)	14,891,139	909,966	13,981,173	6.1%
Public Works	4,277,197	207,205	4,069,993	4.8%
Health and Welfare	14,984,934	1,535,907	13,449,027	10.2%
Parks, Recreation, Libraries, Community Colleges	2,486,679	154,917	2,331,762	6.2%
Community Development	3,038,973	378,915	2,660,058	12.5%
Transfers to Schools, Capital, Debt	44,668,699	570,484	44,098,215	1.3%
Total General Fund	<u>92,204,441</u>	<u>4,740,259</u>	<u>87,464,182</u>	5.1%
School Fund	<u>87,738,550</u>	<u>4,189,092</u>	<u>83,549,458</u>	4.8%

Franklin County General Fund Actual Revenues by Month



	<u>FY19-20</u>	<u>FY20-21</u>
Total Revenues Year to Date	\$3,245,023	\$3,041,323

Franklin County General Fund Actual Expenditures by Month



	<u>FY19-20</u>	<u>FY20-21</u>
Total Expenditures Year to Date	\$7,454,483	\$4,740,259

Franklin County Library of Trustees Meeting

Minutes of the Meeting

July 14, 2020

Franklin County Library Board of Trustees met on Tuesday, July 14, 2020 at 9 am on the second floor of the Main Library in Rocky Mount. Members present were as follows, Re-Elected Chairman - Bill Mitchell, Newly elected Vice Chair - Sharon Tudor, New Member, and newly elected Secretary- Suzan Banks, Bethany Worley, Susan Nelson, Sarah Ann Bowman, and Director Alison Barry.

Topics: A review of financials, discussion of needs and plans on expansion of programs. Covid-19 Virus updates maintaining state protocol for distancing and sanitizing. Proposition of lowering the rent at West Lake or locating to a new location is still on the table.

Great news, on June 19th, 2020 not only brought the implementation of the New Library Management system, with it yields a substantial savings of \$15,000 per year. The Library Staff had no real difficulties learning or with application of the new system.

We are looking into Grants for the “Know on the Go” Transport

Hot Spots and ten Laptops are the greatest need.

Director, Alison Barry stated they have added an extra hour per week as well as adding two part-time staffers. Bringing a total of 22 part-timer and 9 full-time staffers.

Curbside services are offered on closed days. However, curbside is offered all the time to handicapped individuals, we encourage all individuals to call ahead allowing the staff enough time to prepare their orders making them available for pickup when they arrive.

Broadband discussion

Proof of Liability Coverage for Trustee Board Members question is to be asked prior to our next meeting August 11, 2020.

Meeting adjourned at 10 AM Submitted by Secretary, Suzan Banks

NO PARKS AND RECREATION
MONTHLY REPORT

				FY19-20 COUNTY BUDGET ALLOCATION
STATE ALLOCATION BUDGET LINE	\$2,578,289 855	\$184,937 849	\$1,656,170 858	\$4,532,688
LOCAL MATCH	STAFF & OPERATIONS BASE 15.50%	STAFF & OPERATIONS NO LOCAL MATCH	STAFF & OPERATIONS PASS-THRU 70%	
MONTH				CTY REM BALANCE
JUNE	\$358,718.36		\$15,334.51	\$4,158,635.13
JULY	\$347,692.91	\$30,669.02		\$4,184,995.09
AUGUST				#VALUE!
SEPTEMBER				#VALUE!
OCTOBER				#VALUE!
NOVEMBER				#VALUE!
DECEMBER				#VALUE!
JANUARY				#VALUE!
FEBRUARY				#VALUE!
MARCH				
APRIL				
MAY				
'TD EXPENDITURE:	\$706,411.27	\$30,669.02	\$15,334.51	
REM BALANCE	\$1,871,877.73	\$154,267.98	\$1,640,835.49	\$
% REM	72.60%		99.07%	
EXPECTED REIMB	596917.52		12957.66	#VALUE!

STATE ALLOCATION BUDGET LINE	\$213,060 804 AUXILIARY GRANT	\$1,137 861 EDUCATION & TRAINING VOUCHERS	\$3,601 862 INDEPENDENT LIVING PROGRAM BASIC GRANT	\$0 873 FC APPROVED CHILD WELFARE TRAINING
LOCAL MATCH	20.00%	0%	0%	59.80
MONTH				
JUNE	\$14,825.00		\$102.96	
JULY	\$15,112.00	\$0.00	\$0.00	\$0.00
AUGUST				
SEPTEMBER		\$0.00		
OCTOBER				\$0.00
NOVEMBER				
DECEMBER				
JANUARY		\$0.00		
FEBRUARY				
MARCH				
APRIL				
MAY				
YTD EXPENDITURES	\$29,937.00	\$0.00	\$102.96	\$0.00
REM BALANCE	\$183,123.00	\$1,137.00	\$3,498.04	\$0.00
% REM	85.95%	100.00%	97.14%	#DIV/0!

STATE ALLOCATION BUDGET LINE	\$1,089,659 811 ADC IV-E FOSTER CARE	\$223,665 817 STATE ADOPTION SUBSIDY AND SPECIAL SERVICE PAYMENTS	\$1,454,821 812 IV-E ADOPTION SUBSIDY AND NON-RECURRING EXPENSES	\$47,341 814 FOSTERING FUTURES STATE ADOPTION	\$1,275 864 FOSTER PARENT RESPITE CARE
LOCAL MATCH	0.00%	0%	0%	0%	0.00
MONTH					
JUNE	\$14,889.41	20475.71	\$142,075.53	\$1,423.28	
JULY	\$85,172.02	\$20,475.71	\$144,934.73	\$3,915.47	
AUGUST					
SEPTEMBER					
OCTOBER					
NOVEMBER					
DECEMBER					
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
TOTAL EXPENDITURES	\$100,061.43	\$40,951.42	\$287,010.26	\$5,338.75	\$0.00
REM BALANCE	\$989,597.57	\$182,713.58	\$1,167,810.74	\$42,002.25	\$1,275.00
% REM	90.82%	81.69%	80.27%	88.72%	100.00%
EXPECTED REIMB					

STATE ALLOCATION BUDGET LINE	\$177,069 872	\$7,169 895	\$31,281 833	\$6,978 829	\$8,314 830
	VIEW PURCHASE SERVICES	ADULT PROTECTIVE SERVICES	ADULT SERVICES	FAMILY PRESERVATION (SSBG)	CHILD WELFARE SUBSTANCE ABUSE AND SUPP SERVICES
LOCAL MATCH	15.50%	16%	20%	15.50	15.50
MONTH					
JUNE	\$1,234.21	\$1,483.58	\$1,225.32	\$47.92	\$1,520.20
JULY	\$2,674.00	\$40.13	\$2,111.42	\$0.00	\$466.00
AUGUST					
SEPTEMBER					
OCTOBER					
NOVEMBER					
DECEMBER					
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
YTD EXPENDITURES	\$3,908.21	\$1,523.71	\$3,336.74	\$47.92	\$1,986.20
REM BALANCE	\$173,160.79	\$5,645.29	\$27,944.26	\$6,930.08	\$6,327.80
% REM	97.79%	78.75%	89.33%	99.31%	76.11%
EXPECTED REIMB	3302.43745	1287.53495	2819.5453	40.4924	1678.339

PROMOTING SAFE AND STABLE FAMILIES

STATE ALLOCATION	\$20,000	\$27,923	\$11,981	\$0
BUDGET LINE	86601	86602	86605	86608
	FAMILY	PRESERVATION	REUNIFICATION	FC MONTHLY
	SUPPORT			WORKER VISITS
LOCAL MATCH	15.50%	16%	16%	15.50%
MONTH				
JUNE		\$483.00		
JULY		\$2,825.26		
AUGUST				
SEPTEMBER				
OCTOBER				
NOVEMBER				
DECEMBER				
JANUARY				
FEBRUARY				
MARCH				
APRIL				
MAY				
YTD EXPENDITURES	\$0.00	\$3,308.26	\$0.00	\$0.00
REM BALANCE	\$20,000.00	\$24,614.74	\$11,981.00	\$0.00
% REM	100.00%	88.15%	100.00%	#DIV/0!
EXPECTED REIMB	\$0.00	\$2,795.48	\$0.00	\$0.00

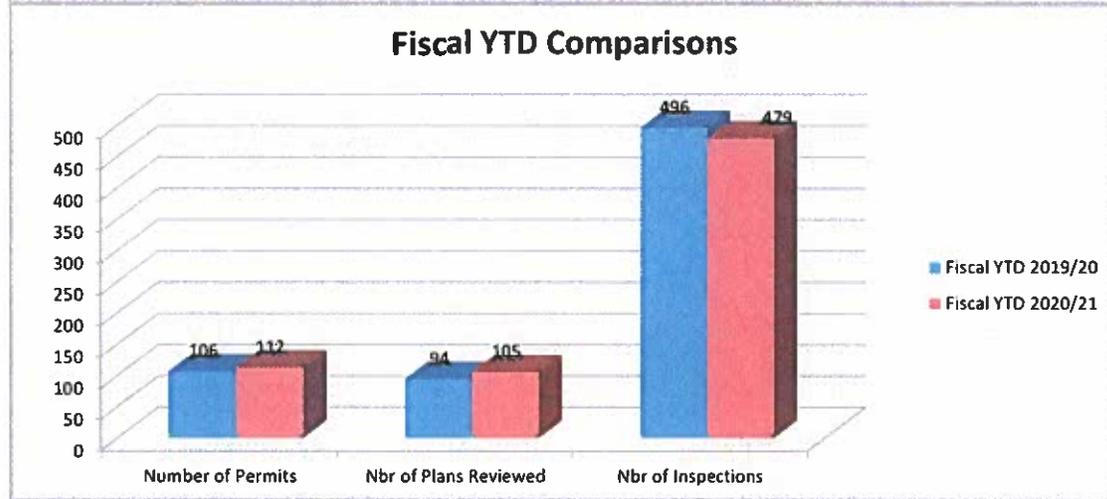
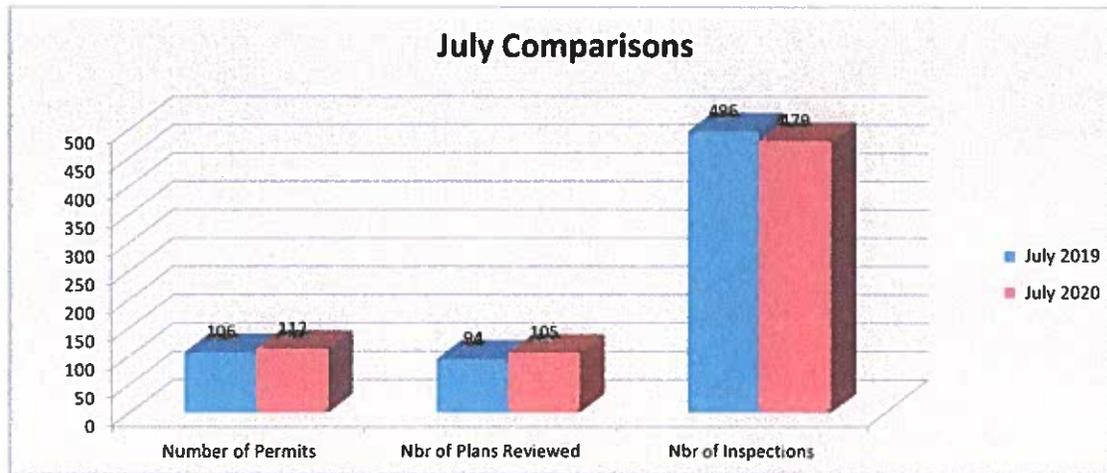


Franklin County

A Natural Setting for Opportunity

Building Inspections Department Monthly Report

	July			Fiscal YTD		
	2019	2020	Variances	2020	2021	Variances
Number of Permits	106	112	6%	106	112	6%
Value of Permits	\$ 13,473,229	\$ 7,155,767	-47%	\$ 13,473,229	\$ 7,155,767	-47%
Nbr of Plans Reviewed	94	105	12%	94	105	12%
Nbr of Inspections	496	479	-3%	496	479	-3%
Miles Driven	4,444	6,238	40%	4,444	6,238	40%
Permit Fees Collected	\$ 33,802	\$ 33,155	-2%	\$ 33,802	\$ 33,155	-2%



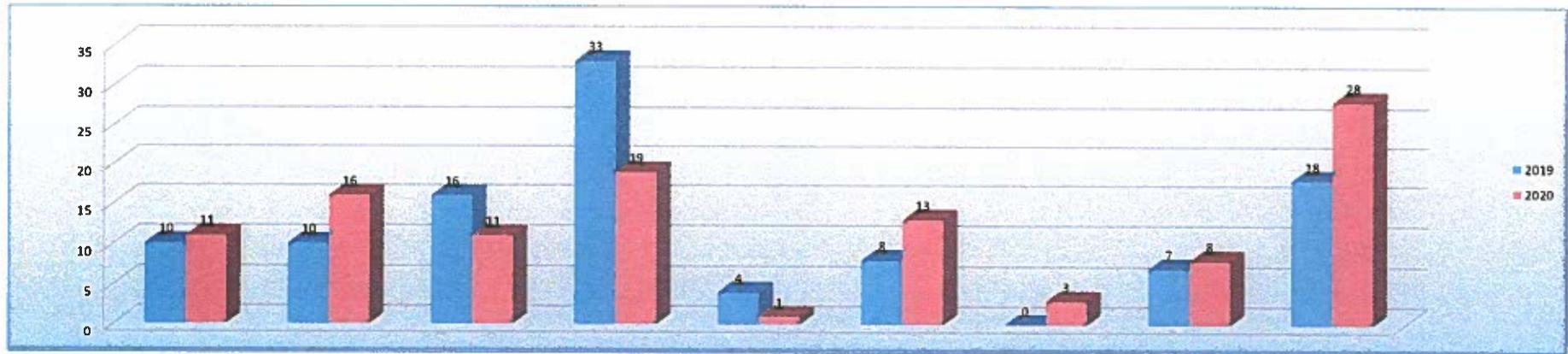
Legend for Details on following pages:

Residential	Non-residential
New	Assembly Building, Business, Factory, Hazardous, Industrial Building, Mercantile, New
Mfg Home	Single Family, Modular, Two Family, Multi-Family
Additions/Alterations	Single & Double Wide Manufactured Homes
Docks	Additions, Alterations, Decks
Accessory Bldg	Boat Docks (New, Additions, Alterations)
Retaining Walls	Accessory Building, Garage/Carport, Barn, Shed, Storage Building
	Accessory Bldg
	Retaining Wall

Miscellaneous	
Demolition	Structures & Storage Tanks
Misc.	Non-residential Retaining Walls, Towers & Antennas, Elevators, Signs

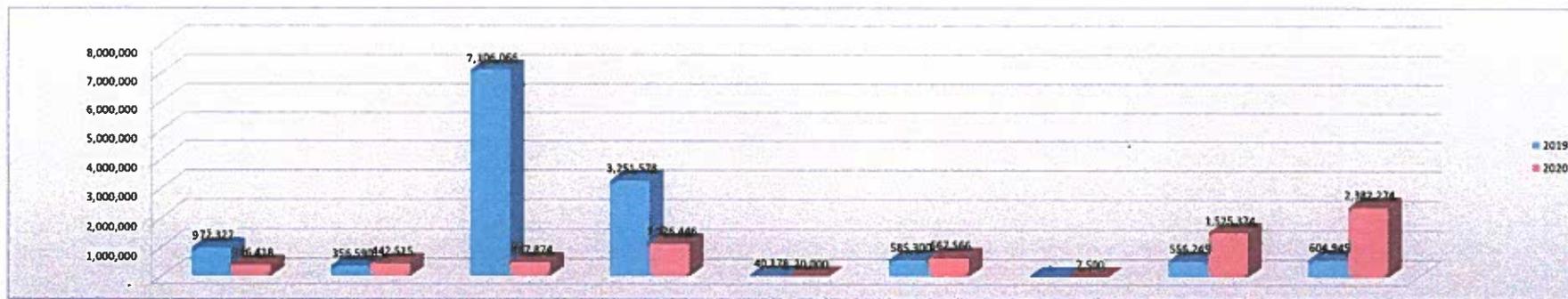
May 2017 - May 2018 -- Building Permit Counts

Permit Types	Blackwater		Blue Ridge		Boone		Gills Creek		Rocky Mount		Snow Creek		Town of Boones Mill		Town of Rocky Mount		Union Hall		Total		Residential	
	Jul-19	Jul-20	Jul-19	Jul-20	Jul-19	Jul-20	Jul-19	Jul-20	Jul-19	Jul-20	Jul-19	Jul-20	Jul-19	Jul-20	Jul-19	Jul-20	Jul-19	Jul-20	2019	2020		
Residential																						
New	2	0	1	1	2	2	5	2	0	0	2	2	0	0	0	0	1	5	13	12	New	
Mfg Home	0	2	1	2	1	0	1	0	0	0	0	2	0	0	0	0	1	1	4	7	Mfg Home	
Additions/ Alterations	3	3	3	2	4	1	6	5	2	1	0	2	0	0	1	2	8	7	27	23	Additions/ Alterations	
Docks	0	0	0	0	0	0	7	3	0	0	0	0	0	0	0	0	1	2	8	5	Docks	
Accessory Bldg	1	3	0	1	0	2	4	1	0	0	0	2	0	0	0	0	2	2	7	11	Accessory Bldg	
Retaining Wall	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	2	0	Retaining Wall	
Non-Residential																						
New	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	1	0	0	2	1	New	
Additions/ Alterations	0	0	0	2	0	0	1	0	0	0	0	0	0	1	0	1	0	0	1	4	Additions/ Alterations	
Docks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	3	0	Docks	
Accessory Bldg	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	1	0	0	2	1	Accessory Bldg	
Miscellaneous																						
Demolition	0	0	0	1	1	0	0	0	0	0	0	1	0	0	1	0	2	0	4	2	Demolition	
Misc.	1	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	3	0	Misc.	
Electrical	3	2	5	6	5	3	4	7	1	0	4	2	0	1	1	3	3	7	26	31	Electrical	
Mechanical	0	0	0	1	1	1	0	1	0	0	0	1	0	1	0	0	0	2	1	7	Mechanical	
Signs	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	Signs	
Plumbing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	Plumbing	
Pools	0	1	0	0	0	2	2	0	0	0	0	1	0	0	0	0	0	1	2	5	Pools	
District Totals	10	11	10	16	16	11	33	19	4	1	8	13	0	3	7	8	18	28	106	110	District Totals	
Dist Variance		10%		60%		-31%		-42%		-75%		63%		0%		14%		56%			4%	Dist Variance



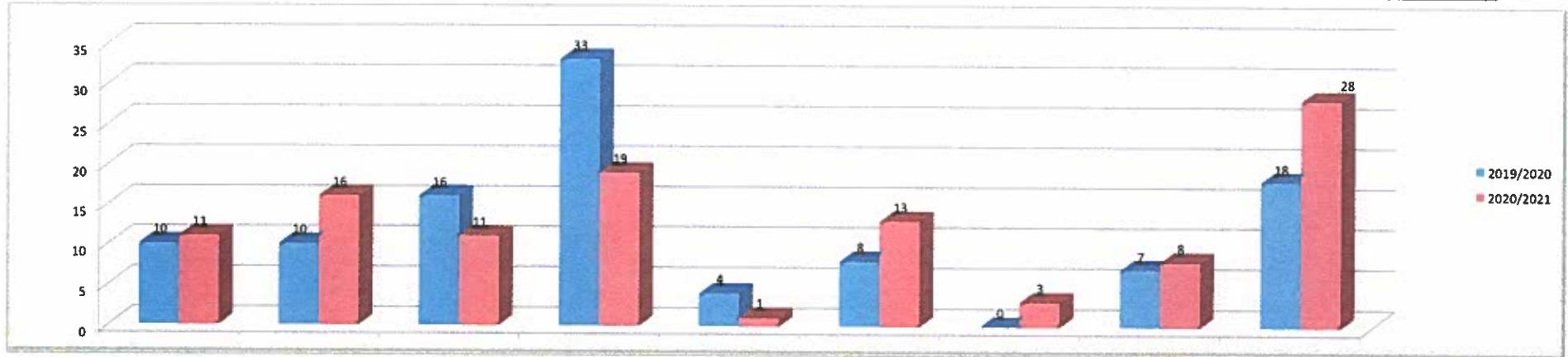
May 2017 - May 2018 - Building Permit Values

Permit Types	Blackwater		Blue Ridge		Boone		Gills Creek		Rocky Mount		Snow Creek		Town of Boones Mill		Town of Rocky Mount		Union Hall		Total		
	Jul-19	Jul-20	Jul-19	Jul-20	Jul-19	Jul-20	Jul-19	Jul-20	Jul-19	Jul-20	Jul-19	Jul-20	Jul-19	Jul-20	Jul-19	Jul-20	Jul-19	Jul-20	2019	2020	
Residential																					
New	533,500	-	50,000	240,315	417,457	388,175	1,857,000	669,368	-	-	267,000	390,000	-	-	-	-	250,000	1,856,242	3,374,957	3,544,100	New
Mfg Home	-	199,000	36,000	6,500	101,000	-	85,200	-	-	-	-	144,200	-	-	-	-	71,488	130,000	293,688	479,700	Mfg Home
Additions/Alterations	116,682	98,668	68,190	24,500	68,233	4,500	555,616	193,186	35,000	20,000	-	46,778	-	-	53,000	22,000	141,404	116,250	1,038,125	525,882	Additions/Alterations
Docks	-	-	-	-	-	-	351,150	234,237	-	-	-	-	-	-	-	-	500	17,475	351,650	251,712	Docks
Accessory Bldgs	12,000	82,000	-	30,000	-	10,600	109,037	9,715	-	-	-	36,388	-	-	-	-	125,000	199,057	246,037	367,760	Accessory Bldgs
Retaining Walls	-	-	-	-	-	-	20,000	-	-	-	-	-	-	-	7,000	-	-	-	27,000	-	Retaining Walls
Non-Residential																					
New	-	-	-	-	6,500,000	-	-	-	-	-	180,000	-	-	-	-	540,860	-	-	6,680,000	540,860	New
Additions/Alterations	-	-	-	123,000	-	-	100,982	-	-	-	-	-	-	5,000	476,624	109,314	-	-	577,606	237,314	Additions/Alterations
Docks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Docks
Accessory Bldgs	-	-	-	-	-	-	108,000	-	-	-	120,000	-	-	-	-	850,000	-	-	228,000	850,000	Accessory Bldgs
Miscellaneous																					
Demolition	-	-	-	8,000	1,000	-	-	-	-	-	-	2,500	-	-	12,000	-	3,100	-	16,100	10,500	Demolition
Misc.	292,670	-	-	-	3,200	-	5,500	-	-	-	-	-	-	-	-	-	-	-	301,370	-	Misc.
Electrical	17,475	1,650	202,400	9,200	7,790	4,740	50,560	19,290	350	-	18,300	5,750	-	2,500	7,621	3,200	13,453	52,400	317,949	98,730	Electrical
Mechanical	-	-	-	1,000	7,386	7,315	-	650	-	-	-	250	-	-	-	-	-	1,750	7,386	10,965	Mechanical
Signs	-	-	-	-	-	-	-	-	4,828	-	-	-	-	-	-	-	-	-	4,828	-	Signs
Plumbing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,100	-	1,100	Plumbing
Pools	-	5,100	-	-	-	72,544	8,533	-	-	-	-	41,700	-	-	-	-	-	8,000	8,533	127,344	Pools
District Totals	972,327	386,418	356,590	442,515	7,106,066	487,874	3,251,578	1,126,446	40,178	20,000	585,300	667,566	-	7,500	556,245	1,525,374	604,945	2,382,274	13,473,229	7,045,967	District Totals
Variations		-60%		24%		-93%		-65%		-50%		14%		0%		174%		294%		-48%	Variations



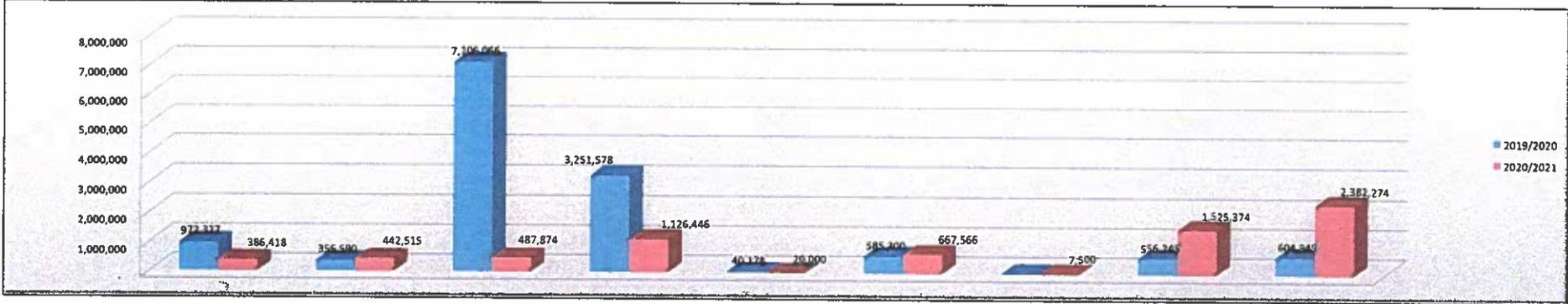
Fiscal YTD Comparison (2016/17 to 2017/18) - Building Permit Counts

Permit Types	Blackwater		Blue Ridge		Boone		Gills Creek		Rocky Mount		Snow Creek		Town of Boones Mill		Town of Rocky Mount		Union Hall		Fiscal YTD Totals		Residential	
	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021		
Residential																						
New	2	0	1	1	2	2	5	2	0	0	2	2	0	0	0	0	1	5	13	12	New	
Mfg Home	0	2	1	2	1	0	1	0	0	0	0	2	0	0	0	0	1	1	4	7	Mfg Home	
Additions/ Alterations	3	3	3	2	4	1	6	5	2	1	0	2	0	0	1	2	8	7	27	23	Additions/ Alterations	
Docks	0	0	0	0	0	0	7	3	0	0	0	0	0	0	0	0	1	2	8	5	Docks	
Accessory Buildings	1	3	0	1	0	2	4	1	0	0	0	2	0	0	0	0	2	2	7	11	Accessory Buildings	
Retaining Walls	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	2	0	Retaining Walls	
Non-Residential																						
New	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	1	0	0	2	1	New	
Additions/ Alterations	0	0	0	2	0	0	1	0	0	0	0	0	0	1	3	1	0	0	4	4	Additions/ Alterations	
Docks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Docks	
Accessory Bldgs	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	1	0	0	2	1	Accessory Buildings	
Miscellaneous																						
Demolition	0	0	0	1	1	0	0	0	0	0	0	1	0	0	1	0	2	0	4	2	Demolition	
Misc.	1	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	3	0	Misc.	
Electrical	3	2	5	6	5	3	4	7	1	0	4	2	0	1	1	3	3	7	26	31	Electrical	
Mechanical	0	0	0	1	1	1	0	1	0	0	0	1	0	1	0	0	0	2	1	7	Mechanical	
Signs	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	Signs	
Plumbing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	Plumbing	
Pools	0	1	0	0	0	2	2	0	0	0	0	1	0	0	0	0	0	1	2	5	Pools	
District Totals	10	11	10	16	16	11	33	19	4	1	8	13	0	3	7	8	18	28	106	110	District Totals	
Dist Variance		10%		60%		-31%		-42%		-75%		63%		0%		14%		56%			4%	Dist Variance



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
	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021	
Residential																					
New	533,500		50,000	240,315	417,457	388,175	1,857,000	669,368	-	-	267,000	390,000	-	-	-	-	250,000	1,856,242	3,374,957	3,544,100	New
Mig Home		199,000	36,000	6,500	101,000		85,200					144,200					71,488	130,000	293,688	479,700	Mig Home
Additions/Alterations	116,682	98,668	68,190	24,500	68,233	4,500	555,616	193,186	35,000	20,000	-	46,778	-	-	53,000	22,000	141,404	116,250	1,038,125	525,882	Additions/Alterations
Docks							351,150	234,237									500	17,475	351,650	251,712	Docks
Accessory Buildings	12,000	82,000		30,000		10,600	109,037	9,715				36,388					125,000	199,057	246,037	367,760	Accessory Buildings
Retaining Walls							20,000								7,000				27,000		Retaining Walls
Non-Residential																					
New					5,500,000						180,000				540,860				6,680,000	540,860	New
Additions/Alterations				123,000			100,982							5,000	476,624	109,314			577,606	237,314	Additions/Alterations
Docks																					Docks
Accessory Buildings							108,000				120,000				850,000				228,000	850,000	Accessory Buildings
Miscellaneous																					
Demolition				8,000	1,000							2,500			12,000		3,100		16,100	10,500	Demolition
Misc.	292,670				3,200		5,500												301,370		Misc.
Electrical	17,475	1,650	202,400	9,200	7,790	4,740	50,560	19,290	350		18,300	5,750		2,500	7,621	3,200	13,453	52,400	317,949	98,730	Electrical
Mechanical				1,000	7,386	7,315		650				250						1,750	7,386	10,965	Mechanical
Signs									4,828										4,828		Signs
Plumbing																					Plumbing
Pools		5,100				72,544	8,533					41,700						1,100		1,100	Pools
District Totals	972,327	386,418	356,590	442,515	7,106,066	487,874	3,251,578	1,126,446	40,178	20,000	585,300	667,566	-	7,500	556,245	1,525,374	604,945	2,382,274	13,473,229	7,045,967	District Totals
Variances		-60%		24%		-93%		-65%		-50%		14%		0%		174%		294%		-48%	Variances



Franklin County Animal Shelter-Live Release Rate		2020 Aug		
		DOGS	CATS	TOTAL
A	BEGINNING SHELTER COUNT (8/1/18)	20	27	47
INTAKE (Live Dogs & Cats Only)				
B	From the Public (Strays picked up, Owner Relinquish, Seized & Bite cases)	40	21	61
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]	40	21	61
G	Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only)	0	0	0
H	ADJUSTED TOTAL INTAKE [F minus G]	40	21	61
ADOPTIONS				
I	ADOPTIONS	18	10	28
J	OUTGOING TRANSFERS to Organizations within Community/Coalition (FC Humane Soc./Planned Pethood)	15	23	38
K	OUTGOING TRANSFERS to Organizations outside Community/Coalition (Angels/M-HC SPCA)	0	0	0
L	RETURN TO OWNER/GUARDIAN	6	0	6
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)	2	4	6
Q	Total Euthanasia [M + N + O + P]	2	4	6
R	Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only)	0	0	0
S	ADJUSTED TOTAL EUTHANASIA [Q minus R]	2	4	6
T	SUBTOTAL OUTCOMES [(I+J+K+L+S) Excludes Owner requested Euth (Unhealthy & Untreatable Only)]	41	37	78
DIED OR LOST IN SHELTER/CARE				
U	DIED OR LOST IN SHELTER/CARE	0	2	2
V	TOTAL OUTCOMES [T + U] (Excludes Owner Requested Euthanasia (Unhealthy & Untreatable Only))	41	39	80
ENDING SHELTER COUNT (8/31/18)				
W	ENDING SHELTER COUNT (8/31/18)	0	9	9
Monthly Live Release Rate Calculation for Franklin Co. Animal Shelter				
[(I + J + K + L) / (T)]		95%	89%	92%