



**AGENDA**  
**FRANKLIN COUNTY BOARD OF SUPERVISORS**  
**TUESDAY SEPTEMBER 15, 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](http://www.franklincountyva.gov)) or call the County Administration office (540) 483-3030 for ways to continue citizen participation during this unprecedented time.

Citizens wishing to submit public comment are required to alert Madeline L. Sefcik, Clerk to the Board via email at [madeline.sefcik@franklincountyva.gov](mailto:madeline.sefcik@franklincountyva.gov) or at (540) 483-3030 before 12:00 PM on September 15, 2020.

11:00 Financial Planning Work Session (B-75)

1:00 BROADBAND AUTHORITY MEETING (B-75)

1:30 Call to Order, Chairman Mitchell

1:31 Invocation, Supervisor Tim Tatum

1:32 Pledge of Allegiance, Supervisor Ronnie Mitchell

1:33 Approval of Agenda

1:34 Public Comment

Recognition of Animal Shelter Volunteer  
Family of Ms. Joy Jamison

Town of Boones Mill Manager B.T. Fitzpatrick - Introduction of Mayor Victor Conner

Recognition of Digital Counties Top Ten Award

1. Bill Prillaman (Courthouse Monument)
2. Gregory Maxwell (Diversity and Inclusion Committee)

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

- Approval of Accounts Payable Listing, Appropriations, and approval of August 18, 2020 Board of Supervisors Meeting Minutes
  1. Declaration of Surplus Vehicles **(Attachment #1)**
  2. VDOT Smart Scale Transportation Project Applications Resolution **(Attachment #2)**

3. Property Purchase – Windy Gap Solid Waste Collection Site **(Attachment #3)**
4. HVAC Replacement – Virgil H. Goode Office Building **(Attachment #4)**
5. Public Safety Office Building Lease Renewal **(Attachment #5)**
6. VDOT Secondary Road Streets Addition – The Reserve at Westlake **(Attachment #6)**
7. Annual County Rabies Vaccinations Clinic **(Attachment #7)**
8. Emergency Procurement Approval **(Attachment #8)**
9. Recognition of Constitution Day 2020 **(Attachment #9)**

2:00 Todd Daniel, VDOT Resident Engineer

1. Monthly Report **(Attachment #10)**

2:15 Brian Carter, Director of Finance

1. Monthly Finance Report

2:25 Mike Burnette, Director of Economic Development

1. CARES Funding **(Attachment #11)**

2:50 BREAK

3:00 WORK SESSION – Housing Market Study (B-75) **(Attachment #12)**

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) (29) Discussion of the award of a public contract, of the Code of Virginia, as Amended.

### **APPOINTMENTS (Attachment #13)**

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

6:00 Call to Order, Chairman Mitchell

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

1. **PUBLIC NOTICE-** State Route 600 (Adkins Road) – Snow Creek District  
The abandonment of Route 600 (Adkins Road) is approximately 0.37 miles. Route 600 (Adkins Road) begins from the intersection of Route 890 (Snow Creek Road) for approximately 0.45 miles before the portion of Route 600 (Adkins Road) is proposed to be abandon. The portion of Route 600 (Adkins Road) to be abandoned, serves no public necessity and is no longer necessary as a part of the Secondary System of State Highways. **(Attachment #14)**
2. **APPLICATION for SPECIAL USE PERMIT-** Application of Deborah MacDonald, Applicant, and Richard DeForest, Owner, requesting a special use permit, with possible conditions, to allow for the short term tourist rental of a dwelling on a property that is approximately 12.04 acres, currently zoned A-1, Agricultural, and located at 450 Holyfield Lane in the Gills Creek District of Franklin

County and further identified by Franklin County Real Estate Records as Tax Map/Parcel # 0330003609. Short term tourist rental of a dwelling is a permitted use by issuance of a special use permit by the Franklin County Board of Supervisors. The property has a future land use designation of low density residential. **(Attachment #15)**

3. **PUBLIC HEARING-TO CONSIDER TRANSFER OF EASEMENT OF COUNTY PROPERTY**

In accordance with the provisions of Section 15.2-1800 of the Code of Virginia, as amended, notice is hereby given to all interested parties that the Board of Supervisors of the County of Franklin, Virginia will conduct a public hearing on a proposed easement for electrical power infrastructure on County property located at 10884 Franklin Street, Ferrum, Virginia with said property identified as Franklin County Tax Map #0800006500. The County of Franklin has been requested to provide an easement to Appalachian Power Company for the location of certain electrical infrastructure and related improvements and rights of way on the property for the benefit of Tax Map # 0800006601. **(Attachment #16)**

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



# Franklin County

*A Natural Setting for Opportunity*

## EXECUTIVE SUMMARY

<b><u>AGENDA TITLE:</u></b> <i>Surplus Vehicles/Reallocation/GovDeals Auction</i>	<b><u>AGENDA DATE:</u></b> September 15, 2020
<b><u>SUBJECT/PROPOSAL/REQUEST</u></b> Request Board Approval to reallocate/off surplus vehicles for sale	<b><u>BOARD ACTION:</u></b> Yes <b><u>INFORMATION:</u></b> Yes <b><u>ATTACHMENTS:</u></b> Yes
<b><u>STRATEGIC PLAN FOCUS AREA:</u></b> <input 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>	<b><u>CONSENT AGENDA:</u></b> Yes <b><u>ATTACHMENTS:</u></b> No
	<b><u>STAFF CONTACT(S):</u></b> <i>Thurman</i>
	<b><u>REVIEWED BY:</u></b> <i>Christopher L. Whitlow,</i> County Administrator 

### **BACKGROUND:**

On a regular basis, as vehicles are replaced and/or taken out of service, General Properties is notified. Titles, keys and information sheets are forwarded to that Department and vehicles are assessed and a decision made regarding proper disposition. Most vehicles are offered for sale at the Web-based auction, GovDeals.

### **DISCUSSION:**

Currently, the County has accumulated a listing of 14 vehicles, which are no longer utilized by the given Departments (see attached listing).

These vehicles have previously been approved to be replaced and must be disposed of in a manner that serves the best interest of the County. The Information Technology Department has requested consideration of one such vehicle be assigned to that Department which would be more suited to transport printers, computers, etc. to various locations. Should one of the listed vehicles be deemed suited, their current 2002 Chevrolet Cavalier would be made available for surplus as well.

### **RECOMMENDATION:**

Staff respectfully requests permission that will allow General Properties to re-assign and/or offer for sale the vehicles listed and presented.

### **POSSIBLE BOARD ACTIONS:**

#### MOTION to APPROVE:

I make a motion to give permission that will allow General Properties to re-assign and/or offer for sale the vehicles listed and presented.

#### MOTION to TABLE:

I make a motion to table re-assign and/or offer for sale the vehicles listed and presented until further information is provided.

MOTION to DENY:

I make a motion to deny the re-assign and/or offer for sale the vehicles listed and presented.



# Franklin County

*A Natural Setting for Opportunity*

## EXECUTIVE SUMMARY

<b>AGENDA TITLE:</b> RESOLUTION FOR FINAL APPROVAL OF SMART SCALE PROGRAM APPLICATIONS	<b>AGENDA DATE:</b> September 15, 2020
<b>SUBJECT/PROPOSAL/REQUEST</b> Resolution for fourth round SMART Scale Projects needed as final approval of projects for potential funding.	<b>BOARD ACTION:</b> Yes <b>INFORMATION:</b> Yes <b>ATTACHMENTS:</b> No
<b>STRATEGIC PLAN FOCUS AREA:</b> <input checked="" type="checkbox"/> <i>Economic Development</i> <input 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 checked="" type="checkbox"/> <i>Public Safety</i> <input type="checkbox"/> <i>Operational Effectiveness</i>	<b>CONSENT AGENDA:</b> Yes <b>ATTACHMENTS:</b> Yes
	<b>STAFF CONTACT(S):</b> <u>Sandy and Cooper</u>
	<b>REVIEWED BY:</b> Christopher Whitlow, County Administrator 

**BACKGROUND:**

SMART Scale is a statewide program administered through the Virginia Department of Transportation (VDOT) that distributes state transportation funding based on a transparent and objective evaluation of projects that will determine how effectively they help the state achieve its transportation goals.

There are two main pathways to funding within the SMART Scale process-the Construction District Grant Program (DGP) and the High Priority Projects Program (HPPP). A project applying for funds from the DGP is evaluated against other projects within the same construction district. A project applying for funds from the HPPP is evaluated against projects statewide. The Commonwealth Transportation Board (CTB) makes the final decision on which projects to fund.

For projects to be eligible, projects must address improvements to a Corridor of Statewide Significance, Regional Network, or Urban Development Area (UDA)/Designated Growth Area (DGA) that meet a need identified in the statewide multimodal long-range transportation plan, VTrans. In addition, projects may also address a documented safety need Potential for Safety Improvement (PSI) identified in VTrans.

In July of 2020, the Board of Supervisors reviewed, evaluated, and prioritized a list of potential projects thereby authorizing Planning Staff and the two PDCs (West Piedmont Planning District and Roanoke Valley Alleghany Regional Commission) to submit projects for full applications for the fourth round of SMART Scale.

**DISCUSSION:**

The following are the projects submitted with the estimated cost of each project. The total funding potential is \$61,450,088 of State funding with no local funding required.

- Planning Staff submitted the following projects for full application:
1. Intersection improvements at Route 635 (Bonbrook Mill Road) and U.S. Route 220 (Virgil Goode Highway) for the construction of an Unsignalized Continuous Green T at the intersection and the construction of a southbound acceleration lane. Total estimated cost of the project is \$6,342,292.

2. Realignment of U.S. Route 220 (Virgil Goode Highway) northbound at the intersection with Route 605 (Henry Road) to improve the horizontal and vertical curves. Total estimated cost of the project is \$14,964,152.
3. Improvements to the intersection of Route 1235 (Lakemount Drive) and Route 122 (Booker T. Washington Highway) for the construction of a roundabout. Total estimated cost of this project is \$9,173,830.
4. Realignment of Route 122 (Booker T. Washington Highway) and construction of a left turn lane on Route 122 (Booker T. Washington Highway) at the intersection of Route 634 (Harmony School Road) and Route 122 (Booker T. Washington Highway). Total estimated cost of this project is \$13,544,144.

West Piedmont Planning Commission submitted the following project for full application:

1. Intersection improvements at Route 775 (Iron Ridge Road) and U.S. Route 220 (Virgil Goode Highway) for the construction of a Restricted Crossing U-Turn (R-CUT); to include U-Turns and loons both north and south of the intersection. Total estimated cost of this project is \$11,559,283.

Roanoke Valley Alleghany Regional Commission submitted the following project for full application:

1. Intersection improvements at Route 613 (Naff Road) and U.S. Route 220 (Virgil Goode Highway) for the Construction of a new right-turn lane (Southbound); extension of (Northbound) left-turn lane on U.S. Route 220 (Virgil Goode Highway). Total estimated cost of this project is \$5,866,387.

Next Steps: During August – December 2020 VDOT staffs are screening, evaluating, and scoring all projects submitted for SMART Scale funding across the Commonwealth. At the January 2021 Commonwealth Transportation Board meeting results of SMART Scale screening and evaluation will be made public along with the VDOT staff recommended funding scenario for all SMART Scale projects submitted. A resolution formalizing the Board's previous authorization of application submittal is needed.

#### **RECOMMENDATION:**

Staff respectfully requests that the Board of Supervisors formally adopt the resolution of support for the following SMART Scale projects as previously authorized by the Board and submitted by County staff, West Piedmont Planning District Commission, and Roanoke Valley Alleghany Regional Commission.

1. Bonbrook Mill Road/US Route 220
2. Henry Road/US Route 220
3. Lakemount Drive/Route 122
4. Harmony School Road/Route 122
5. Iron Ridge Road/US Route 220 (West Piedmont Planning PDC submittal)
6. Naff Road/US Route 220 (Roanoke Regional Commission PDC submittal)

#### **POSSIBLE BOARD ACTIONS:**

**MOTION to APPROVE:**

I make a motion to adopt the resolution of support for the following SMART Scale projects as previously authorized by the Board and submitted by County staff, West Piedmont Planning District Commission, and Roanoke Valley Alleghany Regional Commission.

1. Bonbrook Mill Road/US Route 220
2. Henry Road/US Route 220
3. Lakemount Drive/Route 122
4. Harmony School Road/Route 122
5. Iron Ridge Road/US Route 220 (West Piedmont Planning PDC submittal)
6. Naff Road/US Route 220 (Roanoke Regional Commission PDC submittal)

**MOTION to TABLE:**

I make a motion to table the presented SMART Scale Projects until additional information is provided.

**MOTION to DENY:**

I make a motion to deny the abandonment of Route 600 (Adkins Road).

**RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF FRANKLIN, VIRGINIA  
AUTHORIZING THE SUBMITTAL OF CERTAIN TRANSPORTATION PROJECTS FOR  
VIRGINIA SMART SCALE FUNDING PROCESS  
September 15, 2020**

**WHEREAS**, Pursuant to the Smart Scale Funding Process the Virginia General Assembly has created a means of funding proposed transportation projects across the Commonwealth that is based on scoring criteria that emphasizes safety, accessibility, environmental quality and economic development (hereinafter referred to as the "Smart Scale Process"); and

**WHEREAS**, Franklin County desires to submit local transportation projects for potential funding under the Smart Scale Process; and

**WHEREAS**, The Franklin County Board of Supervisors supports the submittal of the following six local transportation projects for potential funding totaling \$61,450,088 under the Smart Scale Process based on safety ranking, located in an Urban Development Area, and/or located on Corridors of Statewide Significance in VTRANS; the long-range, statewide multimodal policy plan that lays out overarching vision and goals for transportation in the Commonwealth:

1. Intersection improvements at Route 635 (Bonbrook Mill Road) and U.S. Route 220 (Virgil Goode Highway) for the construction of an Unsignalized Continuous Green T at the intersection and the construction of a southbound acceleration lane. Total estimated cost of this project is \$6,342,292.
2. Realignment of U.S. Route 220 (Virgil Goode Highway) northbound at the intersection with Route 605 (Henry Road) to improve the horizontal and vertical curves. Total estimated cost of this project is \$14,964,152.
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4. Realignment of Route 122 (Booker T. Washington Highway) and construction of a left turn lane on Route 122 (Booker T. Washington Highway) at the intersection of Route 634 (Harmony School Road) and Route 122 (Booker T. Washington Highway). Total estimated cost of this project is \$13,544,144.

**WHEREAS**, The Franklin County Board of Supervisors supports the submittal by West Piedmont Planning District Commission for one local transportation project for potential funding under the Smart Scale Process:

1. Intersection improvements at Route 775 (Iron Ridge Road) and U.S. Route 220 (Virgil Goode Highway) for the construction of a Restricted Crossing U-Turn (R-CUT); to include U-Turns and loons both north and south of the intersection. Total estimated cost of this project is \$11,559,283.

**WHEREAS**, The Franklin County Board of Supervisors supports the submittal by Roanoke Valley Alleghany Regional Commission for one local transportation project for potential funding under the Smart Scale Process:

1. Intersection improvements at Route 613 (Naff Road) and U.S. Route 220 (Virgil Goode Highway) for the Construction of a new right-turn lane (Southbound); extension of (Northbound) left-turn lane on U.S. Route 220 (Virgil Goode Highway). Total estimated cost of this project is \$5,866,387.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of the County of Franklin, Virginia, hereby supported and approved the submittal of Smart Scale projects for funding under the Smart Scale Process:

**AND BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Franklin, Virginia hereby authorized and the County Planning and Community Development Director did submit the County above applications, West Piedmont Planning District Commission, and Roanoke Valley Alleghany Regional Commission did submit on behalf of the County above applications through Smart Scale online portal by the application deadline of August 17, 2020.

On motion of Supervisor \_\_\_\_\_ to adopt the resolution, seconded by Supervisor \_\_\_\_\_, the motion carried by the following recorded vote:

AYES:

NAYS:

A COPY TESTE:

Madeline Sefcik  
Clerk to the Board of Supervisors



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

**EXECUTIVE SUMMARY**

<b>AGENDA TITLE:</b> Windy Gap Solid Waste Collection Site	<b>AGENDA DATE:</b> September 15, 2020
<b>SUBJECT/PROPOSAL/REQUEST:</b> Authorize purchase of Property for Windy Gap Collection site	<b>ITEM NUMBER:</b>
<b>STRATEGIC PLAN FOCUS AREA:</b>	<b>ACTION:</b> <b>INFORMATION:</b>
<b>Action Strategy:</b>	<b>CONSENT AGENDA:</b> Yes
<b>STAFF CONTACT(S):</b> Smith	<b>ACTION:</b>
	<b>INFORMATION:</b>
	<b>ATTACHMENTS:</b> Yes.
	<b>REVIEWED BY:</b> Christopher L. Whitlow, County Administrator 

**BACKGROUND:**

Franklin County operates a Solid Waste collection system for use by its residents. As part of the County's implementation of a roll-off collection system, most of the previous and current front load, greenbox sites are being converted to large container/compactor & recycling sites. As populations have changed the volume of solid waste has increased significantly where the previous sites have become illegal open dumps with out-of-county waste from commercial contractors and / or non-County residents dumping unregulated waste. . To create a more efficient and clean collection system, the county has begun converting many of these sites to trash compactor and recycling sites to help with trash pickup and prevent some of the illegal dumping activities now happening.

**DISCUSSION:**

The new compactor collection sites generally require upgrades such as a gate, electrical service and concrete pads. Many of the existing collection sites are often too small or not owned by the County, so doing upgrades such as these was generally not possible. The Webster Road site is an example of a private site that was purchased and recently upgraded.

The existing Windy Gap site is not owned by the County.. This is the only site in this northern portion of the County that still has front load boxes. With the increased trash volumes (including non-County resident and commercial illegal dumping) the Windy Gap site has become one of the most abused sites (often with tons of trash, contractor waste, and other debris) just thrown on the ground. Out of county people looking for convenience on Sunday or to avoid disposal fees in their own county are also bringing their trash here. As the County did not own the land, no improvements could be made. The Rothrock family which had for a long time allowed and then leased the site to the County was also distressed by the mess. The Board of Supervisors agreed there was a problem and directed staff to approach the Rothrock Family about purchasing the property to upgrade to a compactor collection site. After negotiations, the Rothrocks offered the 1.489 acres tract to the County for \$35,000. (please see attached contract drafted by the County Attorney). Once purchased, staff will begin its due diligence in converting the existing site to the compactor collection model, thereby allowing the County to discontinue costly, daily trips of the front load trucks. As with other compactor sites expected savings to the solid waste system will be realized.

**RECOMMENDATION:**

Staff respectfully requests the Board to enter into a contract with Mrs. Caridad Rothrock (Owner) for the purchase of the surveyed 1.489 acres Windy Gap Collection site as outlined in the purchase contract for \$35,000 which is

currently budgeted and where funding is appropriated from the Collection and Recycling Master Capital Fund (3036-0044-57001).

**POSSIBLE BOARD ACTIONS:**

**MOTION to APPROVE:**

I make a motion to enter into a contract with Mrs. Caridad Rothrock (Owner) for the purchase of the surveyed 1.489 acres Windy Gap Collection site as outlined in the purchase contract for \$35,000 which is currently budgeted and where funding is appropriated from the Collection and Recycling Master Capital Fund (3036-0044-57001).

**MOTION to TABLE:**

I make a motion to table the presented contract Mrs. Caridad Rothrock (Owner) until additional information is provided.

**MOTION to DENY:**

I make a motion to deny the presented contract with Mrs. Caridad Rothrock (Owner).

CURRENT OWNER - TITLE SOURCE

CARIDAD CABALFIN ROTHROCK  
WILL BK 117, PG 486

REFERENCE - A PORTION OF  
TAX No. 10-41

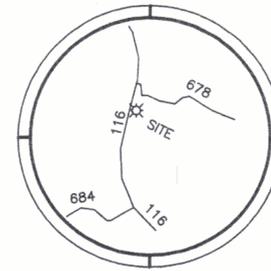
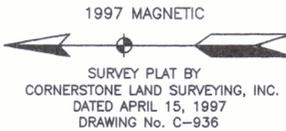
SEE DEED BK 246, PG 177

SEE UNRECORDED SURVEY PLAT  
BY CORNERSTONE LAND SURVEYING,  
INC., DATED APRIL 15, 1997  
DRAWING NUMBER C-936.

NOTES:

THIS PLAT WAS MADE FROM RECORDS.  
NO FIELD WORK WAS DONE AT THIS TIME.

THIS IS TO CERTIFY THAT THE PROPERTY  
SHOWN HEREON IS NOT LOCATED WITHIN  
THE 100 YEAR FLOOD ZONE AS DETERMINED  
BY THE DEPARTMENT OF HOMELAND SECURITY  
AND F.E.M.A.  
ZONE X, FIRM 51067C0100D, DATED 1-6-10



OWNER'S CERTIFICATE AND NOTARIZATION

KNOW ALL MEN BY THESE PRESENTS, that I, **Caridad Cabalfin Rothrock**, owner of the property shown on this plat, do hereby certify that James T. Riddle prepared and made this plat with my own free will and consent, and the entire subdivided parcel is within the bounds of a tract of land conveyed to me by Will, recorded in Will Book 117, Page 486, Franklin County.

Caridad Cabalfin Rothrock \_\_\_\_\_ Date \_\_\_\_\_

State of \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_

I \_\_\_\_\_, a Notary Public in and for the aforesaid State do hereby certify that **Caridad Cabalfin Rothrock**, whose name is signed to the foregoing writing, has personally appeared before me and acknowledged the same in my aforesaid jurisdiction on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. My Commission Expires \_\_\_\_\_

Notary Public \_\_\_\_\_ Date \_\_\_\_\_

Now or Formerly  
**LAWRENCE W. MOTLEY**  
**DOTSIE B. MOTLEY**  
DB 768, PG 1240  
PLAT DB 455, PG 305  
TAX No. 10-40.6

Now or Formerly  
**CHRISTOPHER & JAMIE**  
**SEIDELL**  
DB 1082, PG 449  
PLAT DB 592, PG 223  
TAX No. 10-42

Now or Formerly  
**WILLIAM T. HOLLAND**  
DB 931, PG 1854  
PLAT DB 594, PG 589  
TAX No. 10-40.6A

Now or Formerly  
**DAVID A. WEBSTER**  
**STEPHANIE N. WEBSTER**  
DB 1047, PG 2134  
PLAT DB 491, PG 413  
TAX No. 10-40.2

Now or Formerly  
**PATRICIA A. WARD**  
DB 651, PG 287  
PLAT DB 538, PG 1126  
TAX No. 10-42.1A

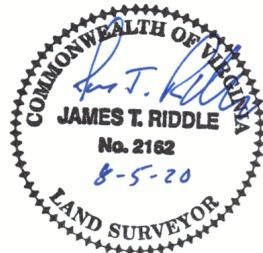
**1.489 AC.**  
A PORTION OF  
TAX No. 10-41

THIS IS A  
NON-BUILDABLE  
LOT

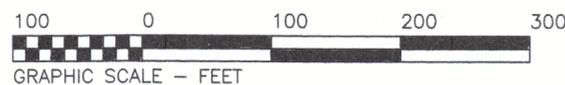
REMAINING PROPERTY OF  
CARIDAD CABALFIN ROTHROCK  
WILL BK 117, PG 486  
TAX No. 10-41

107.440 AC. BY COUNTY GIS  
- 1.489 AC. BY RECORDS  
105.951 AC.

I HEREBY CERTIFY THAT THIS  
PLAT MADE FROM RECORDS IS  
CORRECT TO THE BEST OF  
MY KNOWLEDGE.



CORNERSTONE LAND SURVEYING, INC.  
250 SOUTH MAIN STREET  
P. O. BOX 779  
ROCKY MOUNT, VIRGINIA 24151  
540-489-3590



APPROVAL

wa DATE: \_\_\_\_\_  
V.D.O.T. HIGHWAY ENGINEER

wa DATE: \_\_\_\_\_  
VIRGINIA DEPARTMENT OF HEALTH REPRESENTATIVE  
Steven M. Sandy / CM DATE: 8/6/2020  
SUBDIVISION AGENT  
FRANKLIN COUNTY PLAN CASE NUMBER 16671

VOID AFTER  
FEB 06 2021

MINOR SUBDIVISION OF  
PROPOSED TRANSFER STATION

PLAT MADE FROM RECORDS  
SHOWING PROPERTY  
TO BE ACQUIRED BY

**BOARD OF SUPERVISORS**  
**COUNTY OF FRANKLIN**  
**VIRGINIA**

LOCATED IN  
BOONE MAGISTERILA DISTRICT  
FRANKLIN COUNTY, VIRGINIA  
AUGUST 5, 2020  
SCALE 1" = 100'

JOB No. 20247, DRAWING No. C-4101

THIS SALES CONTRACT, made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **CARIDAD CABALFIN ROTHROCK**, an individual, hereinafter referred to as "Seller", whose address is 5541 Jubal Early Highway, Hardy, Virginia 24101, and **FRANKLIN COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "Buyer", whose address is 1255 Franklin Street, Rocky Mount, Virginia 24151.

WITNESSETH:

WHEREAS, the Seller hereby agrees to sell and the Buyer hereby agrees to buy the hereinafter described real estate upon the terms and conditions set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereby agree as follows:

1. PROPERTY

The Seller agrees to sell and the Buyer agrees to buy, subject to that current lease between the parties hereto, the following described real estate, with improvements thereon and appurtenances thereunto pertaining, to-wit:

All that certain tract, piece or parcel of land, with the buildings and improvement thereon and the appurtenances thereunto belonging, containing 1.489 acres, more or less, situate, lying and being in the Boone Magisterial District, Franklin County, Virginia and being more particularly shown and described on that certain plat entitled "Minor Subdivision of Proposed Transfer Station Plat Made From Records Showing Property to be Acquired by Board of Supervisors County of Franklin Virginia"" Survey by Cornerstone Land Surveying, Inc., dated August 5, 2020, which plat is duly recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia as Instrument Number \_\_\_\_\_.

2. PURCHASE PRICE

The purchase price for the real estate is THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00), which will be payable to the Seller as follows: (a) One Thousand Dollars (\$1,000.00) earnest money deposit paid to the Escrow Agent at the signing of this Agreement, (b) The balance of the purchase price shall be paid in cash or by cashier's or certified check at closing.

3. CLOSING DATE, POSSESSION DATE AND PRORATIONS

Delivery of the deed and the balance of the purchase price and the possession of the property will take place within thirty (30) days of all contingencies in the Contract being

fulfilled with settlement at the law offices of the Buyer's attorney. Possession, free and clear of all licenses, shall be given at closing, unless otherwise agreed in writing by the parties.

Real estate taxes, and all other assessments against the real estate shall be prorated between the Seller and the Buyer as of the closing date.

#### 4. EARNEST MONEY DEPOSIT

Buyer shall, upon Seller's acceptance of the Contract, make a deposit with Guynn, Waddell, Carroll & Lockaby, PC, as the "Escrow Agent" of One Thousand Dollars (\$1,000.00) (the "Deposit") in the form of a check, the receipt of which shall be acknowledged upon receipt. The deposit shall be held in escrow by the Escrow Agent until settlement and then applied to the Purchase Price. Any interest earned by the deposit shall remain the property of the Buyer.

The Deposit shall be placed in an escrow account of the Escrow Agent until this transaction has been consummated or terminated. If this transaction is not consummated, the Escrow Agent shall hold the Deposit in Escrow until (1) all parties to the transaction have agreed in writing to the disposition thereof, or (2) a court of competent jurisdiction orders disbursement, or (3) the Escrow Agent can pay the funds to the party who is entitled to receive them in accordance with the explicit terms of this Contract. In the event the Escrow Agent is to pay the funds to the party to whom it is entitled, prior to such disbursement, the Escrow Agent shall give written notice to all parties by either (i) hand delivery receipted for the addressee, or (ii) by regular and certified mail, that this payment will be made unless a written protest is received by the Escrow Agent within thirty (30) days of the delivery or mailing, as appropriate, of the notice, in which event the deposit will be held until Seller and Buyer have agreed in writing to the disposition thereof, or a court of competent jurisdiction orders disbursement.

#### 5. FINANCING

This contract is contingent upon the Buyer appropriating a total of Thirty-Five Thousand Dollars (\$35,000.00) for the purchase of the subject property on or before 5:00 p.m. on the 30<sup>th</sup> day following the end of the study period. If Buyer fails to appropriate such funds, and so notifies Seller or Seller's designated agent in writing before 5:00 p.m. on the 30<sup>th</sup> day of October, 2020, then this contract shall terminate upon the giving of such notice and the Deposit shall be refunded to the Buyer. If such notice is not received by the deadline, or such later deadline as the parties may agree upon in writing, then the Seller shall have the right to: (1) deem the financing contingency provided herein satisfied, or (2) terminate this Contract by giving Buyer written notice of such termination within five (5) days after the deadline. If Seller terminates this Contract pursuant to the foregoing sentence, then the Deposit shall be returned to the Buyer. For purposes of this section, written notice is deemed to have been duly served if delivered in person to whom it is intended or if delivered at or sent by registered mail to the last known business address known to him who gives the notice.

#### 6. STUDY PERIOD

Buyer shall have sixty (60) days from the date of acceptance of this Contract to determine through engineering, environmental, topographical and feasibility studies and audits, whether Buyer's plan of use and/or development for the Property is feasible for the Buyer. Seller shall not be entitled to the individual studies. In the event that Buyer by 5:00 p.m. of the sixtieth (60<sup>th</sup>) day after receiving the last of all of the above studies, determines in its sole judgment that its plan of use or development is not feasible from an engineering or economic standpoint or otherwise, or that any of the studies or audits are unacceptable, and so notifies Seller in writing, the Buyer may declare this Contract null and void. In the event Buyer declares this Contract null and void pursuant to this paragraph, the Deposit shall be returned to Buyer and both Buyer and Seller shall be relieved of all further liability hereunder. In the event that Buyer fails to notify Seller by 5:00 p.m. of the sixtieth (60<sup>th</sup>) day after receiving the last of all of the studies that Buyer's plan is not feasible and that Buyer elects to declare the Contract null and void, this contingency shall be deemed to have been waived and the Contract shall continue in full force and effect.

#### 7. ACCESS

Buyer and Buyer's agents and engineers shall have the right to enter onto the Property at all reasonable times prior to settlement for purposes of engineering, surveying, title or such other work as is permitted under this Contract, so long as such studies do not result in a permanent change in the character or topography of the Property. Buyer shall not interfere with Seller's use of the Property, and Buyer, at Buyer's expense, shall promptly restore the Property to its prior condition upon completion of Buyer's studies or work. Buyer shall keep the Property free and clear from all liens resulting from its work, studies, investigations or other activities performed pursuant to this Contract and shall indemnify and hold Seller harmless against any loss or liability to person or property resulting from Buyer's presence or activities on the Property. This obligation shall survive settlement and transfer of title and possession to the Property.

#### 8. HAZARDOUS MATERIALS

Seller makes no warranty as to the presence of hazardous materials, toxic chemicals or similar substances, as defined by 42 U.S.C. § 1251 *et seq.*, or 42 U.S.C. § 9601 *et seq.*, or 42 U.S.C. § 6901, or 33 U.S.C. § 1317(1), or 15 U.S.C. § 2606(f) or 49 U.S.C. § 1801 *et seq.*, or regulations adopted pursuant thereto, or any similar provision of any applicable state, federal or local law. Buyer shall be solely responsible for making a determination as to the presence of such hazardous materials, toxic chemicals or similar substances. If Buyer determines that such hazardous materials, toxic chemicals or similar substances are present and can be removed or remediated, then Buyer may choose to proceed to settlement and such removal or remediation shall be made at Buyer's sole expense. If Buyer determines, in its sole discretion, that such hazardous materials, toxic chemicals or similar substances are present but Buyer is unwilling bear the cost of removal or remediation, then Buyer may elect to declare this Contract null and void pursuant to this paragraph, the Deposit shall be returned to Buyer and both Buyer and Seller shall be relieved of all further liability hereunder

#### 9. TITLE

At Settlement, Seller shall convey to Buyer good and marketable fee simple title to the

Property by special warranty deed, free of all liens, defects, encumbrances and encroachments, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for Buyer's intended use or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within sixty (60) days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Buyer at the expiration of such sixty (60) day period, at which time the Deposit shall be immediately returned to Buyer. Buyer may extend the date for Settlement to the extent necessary for Seller to comply with this paragraph.

Buyer agrees to pay the expense of preparing the deed, certificates of non-foreign status and Form 1099-S. Seller shall be responsible for the recordation tax applicable to grantors if applicable \_\_\_\_\_ to \_\_\_\_\_ Seller.

Except as otherwise agreed herein, all other expenses incurred by Buyer in connection with this purchase, including, without limitation, surveys, title examination, insurance premiums, recording costs, loan document preparation costs, and fees of Buyer's attorney, shall be borne by Buyer.

#### 10. WARRANTIES

Seller warrants that Seller is the fee simple owner of the Property and has all necessary authority to sell the Property. There are no other contracts for sale or options involving the Property and no other party has any right, title or interest in the Property.

Seller warrants that there are no eminent domain or condemnation proceedings pending against the Property, and Seller has no knowledge of such proceedings or of any intentions or plans definite or tentative that such proceedings might be instituted.

Seller warrants that there are no actions or suits in law or equity or proceedings by any governmental agency now pending or, to the knowledge of Seller, threatened against Seller in connection with the Property. In addition, Seller warrants that there is no outstanding order, writ, injunction or decree of any court or governmental agency affecting the Property.

Seller warrants that there has not been made and will not be made, without Buyer's consent, any proffers or other commitments to any state, county, federal or local governmental or quasi-governmental authority, Property Owners' Association, utility or service company, or any public or private organization or individual relating to the Property, which would impose any obligation on Buyer, or its assigns, after Settlement, to make any contributions of money or dedications of land, or to construct, install or maintain any improvements of a public or private \_\_\_\_\_ nature \_\_\_\_\_ on \_\_\_\_\_ or \_\_\_\_\_ off \_\_\_\_\_ the \_\_\_\_\_ Property.

Seller warrants that Seller knows of no materially adverse fact affecting or threatening to affect the Property which has not been disclosed to Buyer in writing.

The representations and warranties of Seller set forth in this Agreement shall be true and

correct on and as of the Closing Date as though such representations and warranties were made on and as of that date. Notwithstanding that certain of Seller's representations and warranties may be limited to the extent of actual knowledge by Seller and/or Seller's agents of the facts stated therein, it shall be a condition precedent to Buyer's obligation to go to settlement that the facts stated in all such representations and warranties shall be correct as of the time of the closing.

#### 11. PROPERTY CONDITION AND RISK OF LOSS

Buyer accepts the Property in its present condition. Seller makes no warranty as to the condition of the improvements located upon the property. All risk of loss shall remain on the Seller until the date of closing. If there is any material change in the Property prior to closing, Buyer shall have the option of terminating this Contract and having all deposits immediately returned to it.

#### 12. REAL ESTATE COMMISSION

The Seller and Buyer hereby acknowledge that no real estate agent was involved in this sale and each agrees to hold the other harmless from any claim for a commission by reason of any action on their part.

#### 13. ASSIGNMENT

This Contract may not be assigned by Buyer without written consent of the Seller.

#### 14. MISCELLANEOUS

The parties to this Contract agree that it shall be binding upon them, their successors and assigns; that unless amended in writing by Seller and Buyer, this Contract contains the final agreement between the parties hereto, and that they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained; and that it shall be construed under the laws of the Commonwealth of Virginia. The parties further agree that any legal action or proceeding arising out of this Agreement shall be commenced and tried in the Circuit Court of Franklin County to the express exclusion of any otherwise permissible forum.

#### 15. SEVERABILITY

If any provision of this Contract shall be held invalid, the other provisions hereof shall not be effected thereby and shall remain in full force and effect.

#### 16. FURTHER ACTIONS

Each party hereto shall execute and deliver or cause to be executed and delivered any and all instruments reasonably required to convey the Property to the Buyer and to vest in each party all rights, interest and benefits intended to be confirmed by this Contract.

#### 17. RECORDATION OF CONTRACT

This contract must be recorded in the Office of the Clerk of the Circuit Court of Franklin County, Virginia in order to protect Buyer from the claims of subsequent purchasers or other persons obtaining an interest in this real estate, or from the claims of judgment creditors, if any, of the Seller. Any recordation fee shall be born by the Buyer.

18. AUTHORITY OF SIGNATORIES

Each party to this Contract warrants to the other that the respective signatories have the full right and authority to enter into and consummate this Contract and all related documents. Seller shall deliver to Buyer such resolutions, certificates of authority and certificates of good standing as the Buyer may reasonably request.

19. ACCEPTANCE

This Contract when signed by Buyer shall be deemed an offer and shall remain in effect, unless withdrawn, until the \_\_\_\_ day of \_\_\_\_\_, 2020 at 5:00 p.m. If not accepted within that time by Seller by a delivery of a signed copy of this Contract to Buyer or Buyer's designated representative, this Contract shall become null and void.

Seller accepts this Contract at \_\_\_ a.m./p.m. on the \_\_\_ day of \_\_\_, 2020.

SELLER:

CARIDAD CABALFIN ROTHROCK

By \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY OF FRANKLIN, TO-WIT:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Caridad Cabalfin Rothrock.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

BUYER:

FRANKLIN COUNTY, VIRGINIA

By \_\_\_\_\_  
Leland Mitchell, Chairman

COMMONWEALTH OF VIRGINIA  
COUNTY OF FRANKLIN, TO-WIT:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Leland Mitchell, Chairman, Franklin County Board of Supervisors.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

ATTEST TO:

\_\_\_\_\_  
Madeline L. Sefcik, Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jim H. Guynn, County Attorney



# Franklin County

*A Natural Setting for Opportunity*

## EXECUTIVE SUMMARY

<p><b><u>AGENDA TITLE:</u></b> Goode Office Building HVAC Equipment Replacement</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Request BOS approval to solicit bids for HVAC equipment improvements</p> <p><b><u>STRATEGIC PLAN FOCUS AREA:</u></b></p> <p><input type="checkbox"/> <i>Economic Development</i></p> <p><input type="checkbox"/> <i>Financial Stability</i>    <input checked="" type="checkbox"/> <i>Infrastructure</i></p> <p><input type="checkbox"/> <i>Lifelong Learning</i>    <input type="checkbox"/> <i>Managed Growth</i></p> <p><input type="checkbox"/> <i>Public Safety</i>        <input type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><b><u>AGENDA DATE:</u></b> September 15, 2020</p> <p><b><u>BOARD ACTION:</u></b> Yes</p> <p><b><u>INFORMATION:</u></b> <b><u>ATTACHMENTS:</u></b> NO</p> <p><b><u>CONSENT AGENDA:</u></b> Yes</p> <p><b><u>STAFF CONTACT(S):</u></b> Messr. Thurman</p> <p><b><u>REVIEWED BY:</u></b> Christopher L. Whitlow,  County Administrator</p>
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**BACKGROUND:**

The Virgil H. Goode Office Building (70 East Court Street) was constructed in 1968 and the main three-story building is served by one central heating/cooling system. Late last year it was discovered the lower section of the main air handling unit has deteriorated to a point that condensation water is leaking onto the concrete decking below. After looking at the situation it has been determined that due to the poor condition of the housing/framework of the unit and the fact that this equipment is 52 years old, consideration should be given to replacement of the air handler and condensing unit located adjacent to the "Penthouse" on the roof.

**DISCUSSION:**

In early April of this year, the County entered into agreement with the A&E firm of Spectrum Design to produce drawings and specifications for the purpose of replacing this equipment. Those documents have been completed and our next step is to solicit bids from qualified contractors to supply labor and equipment for upgrading this equipment.

Estimated cost for this upgrade is approximately \$200,000 and capital funds were previously budgeted and are currently available in Capital Budget Line Item Account #30250006-57014.

Discussion has previously been held with regard to potential upgrades to the Virgil H. Goode Office Building. It should be pointed out that this mechanical system upgrade as presented would in no way affect such future building renovations.

The equipment to be upgraded is located in the 4<sup>th</sup> floor "Penthouse" and the area does not appear to contain any materials that would prohibit renovations to be performed. The work will take approximately 7-10 days to complete, thereby all attempts will be made to perform the installation in a moderate outdoor temperature period, preferably early-mid Spring 2021. Once the contract is awarded, it is anticipated delivery of the equipment may take 3-4 months from date of order.

**RECOMMENDATION:**

Staff respectfully requests Board of Supervisor approval to advertise and receive bids for this work (in keeping with County Procurement guidelines) as noted in this summary. Upon receipt of project bids, staff will bring a recommendation for bid and contract approval at the next earliest Board meeting (i.e. October 20<sup>th</sup> ).

**POSSIBLE BOARD ACTIONS:**

**MOTION to APPROVE:**

I make a motion to direct staff to advertise and receive bids for the Goode Office Building HVAC Equipment Replacement as presented.

**MOTION to TABLE:**

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

**MOTION to DENY:**

I make a motion to deny the request to advertise and receive bids for the Goode Office Building HVAC Equipment Replacement as presented.



# Franklin County

*A Natural Setting for Opportunity*

## EXECUTIVE SUMMARY

<p><b>AGENDA TITLE:</b> Public Safety Offices Lease Renewal</p> <p><b>SUBJECT/PROPOSAL/REQUEST</b> Approval of leases for Public Safety Administration and Training Center Leases.</p>	<p><b>AGENDA DATE:</b> September 15, 2020</p> <p><b>BOARD ACTION:</b> Yes</p> <p><b>INFORMATION:</b> No</p> <p><b>ATTACHMENTS:</b> Yes</p> <p><b>CONSENT AGENDA:</b> Yes</p> <p><b>ATTACHMENTS:</b></p>
<p><b>STRATEGIC PLAN FOCUS AREA:</b></p> <p><input type="checkbox"/> <i>Economic Development</i></p> <p><input type="checkbox"/> <i>Financial Stability</i>    <input type="checkbox"/> <i>Managed Growth</i></p> <p><input checked="" type="checkbox"/> <i>Public Safety</i>        <input checked="" type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><b>STAFF CONTACT(S):</b> William Ferguson, Director of Public Safety</p> <p><b>REVIEWED BY:</b> Christopher J. Whitlow, County Administrator <i>CW</i></p>

**BACKGROUND:**

The Franklin County Public Safety Administration Building and Training Center have been located at 1488 Franklin Street and 1516 Franklin Street since relocating from the Virgil Goode Building in 2003. This property is owned by Hilltop Realty Investments, LLC. and is leased by the County of Franklin, Department of Public Safety.

**DISCUSSION:**

The administration office building located at 1488 Franklin Street, Rocky Mount, VA is a single-story brick structure consisting of 3,000 square feet. The adjacent training center building located at 1516 Franklin Street, Rocky Mount, VA is a single-story brick structure consisting of 3,300 square feet. Since 2003, the rent for the administration building has remained constant at \$1,000.00/month and the training center has remained constant at \$700.00/month. No lease fee increases have occurred since 2003. Hilltop Realty has been a reliable landlord maintaining the properties with various upgrades.

As it has been seventeen years since the current rent was established, recently Hilltop Realty notified Public Safety staff that they are planning to incrementally increase the rent on both facilities to \$2,000.00 per month per building for a total of \$4,000.00/month. Staff recently checked the prevailing rental rates for various facilities where ranges have varied from \$8-\$12 per square foot in the Westlake area to \$4-\$6 per square foot in the Rocky Mount area. The monthly rate will cap out at \$7.61. per square foot beginning next October.

Initially, the incremental quarterly increases were to begin earlier this fiscal year. However, after speaking with representatives of the company, Hilltop has agreed and arranged to initiate the \$250.00/month incremental quarterly increase beginning next calendar year or January 1, 2021.

The term of the lease shall be for a period of twenty-one (21) months, commencing on October 1, 2020 and terminating on June 30, 2022. This timeframe will allow for the County to continue its long-range planning for a possible relocation or alternative option for the Public Safety offices & facilities.

A schedule of the lease rental rates is as follows:

- 1/1/2021 – 3/31/2020 \$1,250.00/month/building
- 4/1/2021 – 6/30/2020 \$1,500.00/month/building

7/1/2021 – 9/30/2021 \$1,750.00/ month/building  
10/1/2021- \$2,000.00/month/building

Last year, staff anticipated an increase in rental rates and budgeted accordingly. Therefore, the lease renewal will NOT require any additional funding as funds have already been allocated in the FY-20/21 operational budget line item 3505-58002. The leases as attached have been reviewed by the County Attorney accordingly.

**RECOMMENDATION:**

Staff respectfully requests the Board of Supervisors authorize the approval and execution of the leases for facilities located at 1488 and 1516 Franklin Street as presented. Funds are currently budgeted in the FY 20/21 operational budget in account 3505-58002.

**POSSIBLE BOARD ACTIONS:**

**MOTION to APPROVE:**

I make a motion to authorize the approval and execution of the leases for facilities located at 1488 and 1516 Franklin Street as presented. Funds are currently budgeted in the FY 20/21 operational budget in account 3505-58002.

**MOTION to TABLE:**

I make a motion to table the execution of the leases for facilities located at 1488 and 1516 Franklin Street as presented, until further information is provided.

**MOTION to DENY:**

I make a motion to deny the execution of the leases for facilities located at 1488 and 1516 Franklin Street as presented.

## LEASE AGREEMENT

### 1488 FRANKLIN STREET

WHEREAS, HILLTOP REALTY INVESTMENTS, LLC is the owner of the property located at 1488 Franklin Street, Rocky Mount, Virginia 24151; also known as Oliver Building (OLB);

THIS LEASE AGREEMENT, made and entered into this 1<sup>st</sup> day of October, 2020, by and between HILLTOP REALTY INVESTMENTS, LLC or assignee(s), hereinafter called the LESSOR, and COUNTY OF FRANKLIN, VA, DEPARTMENT OF PUBLIC SAFETY, hereinafter called the LESSEE.

**TERMS** The term of this lease shall be for a period of 21 (TWENTY-ONE) MONTHS. It shall commence on the 1<sup>st</sup> day of October, 2020, and terminate on the 30<sup>th</sup> day of June, 2022.

**RENT** Rent per month is to be as follows for the term of this agreement:

10/01/2020 – 12/31/2020	\$1,000
01/01/2021 – 03/31/2021	\$1,250
04/01/2021 – 06/30/2021	\$1,500
07/01/2021 – 09/30/2021	\$1,750
10/01/2021 – 06/30/2022	\$2,000

Rent is to be paid, in advance, by LESSEE to LESSOR on or before the 1<sup>st</sup> day of each month. *It is agreed by both parties here and now that receipt of rent after the 10<sup>th</sup> day of the month will be sufficient grounds for immediate eviction of LESSEE, and that tenant shall pay a late charge in the amount of \$30.00 (THIRTY DOLLARS). Furthermore, should any check submitted to LESSOR by LESSEE for payment of any sums due to LESSOR be dishonored at the bank for any reason, then LESSEE shall pay LESSOR an additional charge in the amount of \$50.00 (FIFTY DOLLARS). In addition, a dishonored check will be subject to any and all late payments provisions included in this lease.*

**PAYMENTS** All rent payments shall be made payable to HILLTOP REALTY INVESTMENTS, LLC at P O BOX 6186, ROANOKE, VA 24017 by LESSEE.

**LESSOR'S PROPERTY MANAGER, KENNY OLIVER may be contacted at (540) 420-2038.**

**ASSIGNMENT OR TRANSFER LESSEE shall not assign this lease, or any interest therein, and shall not lease or sublet the premises, or any part thereof, or any right, privilege or appurtenance thereto. Any assignment or transfer or attempted assignment or transfer, of this lease or any interest therein, or subletting either by voluntary or involuntary act of LESSEE, or by operation of law, or otherwise, shall at the option of the LESSOR, terminate this lease. Any such purported assignments, transfer, or subletting, without the written consent of the LESSOR shall be null and void. An assignment or subletting will not release LESSEE from liability under this lease.**

**CARPET/FLOORING When leased space is occupied for more than one year, LESSEE agrees to have their carpet and/or other flooring professionally cleaned annually at their expense. LESSEE shall provide a receipt documenting the cleaning to the LESSOR. The LESSEE understands that chair mats or like items are not to be used because of damage to the carpeting and/or other flooring.**

**DESTRUCTION OF PREMISES LESSOR agrees to carry fire insurance on the leased premises. If without fault or negligence of the LESSEE, the improvements on the premises are destroyed or so damaged by fire or otherwise to render them untenable, the LESSOR shall restore the premises as soon as practicable to a proper condition , if practical to restore, for use by the LESSEE, and no rent shall be payable for the period from the time of said destruction or damage to the premises, until the time the premises are restored, but if the premises are rendered only partially untenable, there shall be a prorate reduction in the rent based on footage not usable until the premises are restored to condition for use by LESSEE. In the event the LESSOR fail to proceed promptly to restore the premises to proper condition for use by the LESSEE, the LESSEE shall have the right to notify the LESSOR in writing of such failure and if the LESSOR does not within thirty (30) days after receiving notice, promptly proceed with the work and thereafter proceed promptly to**

**complete the work, the LESSEE or LESSOR shall have the right to terminate this lease. If, in the opinion of the LESSEE or LESSOR, the premises are so damaged by fire or otherwise render them untenable, then this lease may immediately terminate.**

**FIRE/SAFETY REGULATIONS It is the LESSEE responsibility to follow all fire and safety regulations such as but not limited to door/s (exit door/s) must remain unlocked while building is occupied. LESSEE agrees to supply, maintain or replace at its own expense any EXIT and/or emergency lighting signs and lights/bulbs. LESSEE also agrees to supply and maintain at its own expense any fire extinguisher/s, or other fire prevention equipment required by law, rules, orders, ordinances, and regulations or any city, county, state in which the herein demised premises are located, and/or required by LESSOR's insurers. LESSEE shall provide at its own expense any training to all employees in the use of the fire extinguisher/s, or other fire prevention equipment.**

**GENERAL LESSOR or assignee(s) has the right and privilege to inspect the premises as well as make alterations to the building, grounds or property at any time. LESSEE will protect any private, confidential information, including information referenced in any federal, state or local laws/regulations by whatever means necessary to provide free access to each office/area in the unit/premises by the LESSOR or assignee(s) and protect this deemed private, confidential information. LESSEE will bear the sole financial responsibility to protect and comply with any federal, state and local laws/regulations to provide this free access. LESSEE will provide any security system codes and entry/access keys to guarantee free access by LESSOR or assignee(s) at any time. LESSEE shall not affix anything to the windows and doors except for business purposes as noted in SIGNS section of this lease agreement. LESSEE understands NO "FOR SALE" VEHICLES OR LIKE ITEMS ALLOWED AND WILL BE TOWED/REMOVED AT OWNER'S EXPENSE IF LOCATED ON PROPERTY. NO POLITICAL SIGNAGE IS ALLOWED. LESSEE understands no window screens are allowed – this damages the HVAC systems and LESSEE will be responsible for damages resulting in the use of them.**

**HVAC FURNACE & FILTER ACCESS** LESSEE agrees to maintain free and clear access to all HVAC equipment. LESSEE is to maintain at all times a 36" aisle/path to and around inside furnace unit(s) and any filter(s) + outside units for access by service personnel and others.

**HVAC FILTERS** LESSEE is responsible for purchasing and changing HVAC filters **MONTHLY**. Failure to do so can result in damage to the HVAC system which LESSEE shall be financially responsible for any/all repairs and including replacement. **FILTER(S) FOR THIS PROPERTY/UNIT:**

20" x 20"	At Furnace
24" x 20"	Wall Filter Grill

**HVAC REPAIR/REPLACEMENT** LESSEE will pay for any service needed to the HVAC up to \$500.00 each occurrence. **CONTACT ONLY DAVIS HEATING & AIR CONDITIONING AT 540-483-5605 FOR ANY/ALL SERVICE WORK.** **LESSEE UNDERSTANDS THEY MUST PAY FOR ANY/ALL SERVICE WORK AT THE TIME OF SERVICE.** LESSOR will be responsible for cost of repairs costing \$500.01 and above each occurrence unless repairs are due to negligence or carelessness by LESSEE; if so found, then the LESSEE would be responsible for all costs.

**INSURANCE & LIABILITY** The LESSEE shall insure their building contents and have liability insurance as well. LESSOR shall not be liable to LESSEE or its employees, agents, patrons, or invitees, or to any other person whomsoever, for any injury to person or damage to property on or about the leased premises caused by negligence or misconduct of tenant, his/her employees, agents, or of any other person entering upon the premises under expressed or implied invitation of LESSEE, and LESSEE agrees to indemnify LESSOR and hold harmless for any loss, expense or claim arising out of any such injury or damage. LESSEE shall, throughout the term of this lease, at their sole cost and expense, provide and keep in force public liability and property damage insurance, protecting the LESSOR as well as the LESSEE, against

**liability to any person whomsoever based on or arising out of or in connection with LESSEE'S use of the leased premises. Such policy shall cover the entire rental space, included are sidewalks, parking area, etc. which adjoins the leased premises. Said insurance policy(s) shall provide for at least thirty (30) days written notice to LESSOR before cancellation. LESSEE shall be required to provide a copy of Insurance policy showing LESSOR is indemnified within thirty (30) days of date of this lease agreement.**

**JANITORIAL SERVICES The LESSOR does not provide any janitorial services for said rental unit. The cleaning of the unit and removal of trash is the sole responsibility of the LESSEE. NO trash shall be placed or held for pick/up outside on the property premises – it will be maintained in the LESSEE's interior rental unit until ready for disposal by the LESSEE.**

**KEYS/LOCKS The LESSEE has been provided at no charge keys as listed on the attached KEYS ISSUED SIGNATURE SHEET. There will be a charge for additional keys. If LESSEE should lose any keys, the LESSOR must be notified immediately. LESSEE DOES NOT HAVE THE AUTHORITY TO CHANGE ANY BUILDING LOCKS. BY DOING SO, THIS IS GROUNDS FOR IMMEDIATE TERMINATION OF THIS LEASE AND EVICTION. ANY RESULTING INJURY AND/OR DAMAGE INCURRED WILL BE THE FULL RESPONSIBILITY OF THE LESSEE. If needed, the LESSEE shall be responsible for all costs of duplicate keys and/or lock replacements and new keys. Upon termination of this lease, all keys must be returned to LESSOR. If not returned upon termination, the LESSEE shall be responsible for all costs of duplicate keys and/or lock replacements and new keys.**

**LEGAL ACTION LESSOR will take legal action against LESSEE to collect any monies owed or past due. LESSEE shall pay to the LESSOR all costs incurred for this action including, but not limited to, court costs and legal fees.**

**OCCUPANCY LESSEE fully understands that the building shall remain unlocked while occupied.**

**PARKING The LESSEE shall instruct employees, clients, visitors and all persons to use the building parking lot only.**

**PETS/ANIMALS** LESSEE shall have no pets/animals on premises except service animals that are specifically trained to aid a disabled person as provided under local, state, and/or federal law and written documentation will be required before approved. Emotional support pets/animals are not allowed. These provisions apply to employees, clients, visitors and all persons on premises.

**REPAIRS - EXTERIOR ONLY CONTACT** LESSEE is to contact RON CARTER, PROPERTY MAINTENANCE MANAGER at 540-420-1735 for any Exterior Only repairs.

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**SIGN(S)** LESSOR has provided a roadside sign posts/frame for its tenant(s). The cost of installing the sign is the sole responsibility of the LESSEE. Any and all signage must be properly maintained/replaced as needed for a continuous professional look. LESSEE shall be solely responsible for replacement of lettering/signage in the event of breakage for whatever reason/cause. LESSOR reserves the right to not repair or replace the sign posts/frames. In the event of not replacing, it will be the sole responsibility of LESSEE to remove their signage. Any storefront window or door signs and/or lettering are permitted provided they are of such a type that is removable without damaging the window/glass. LESSEE shall be solely responsible for replacement of lettering/signage in the event of breakage or replacement of any glass for whatever reason/cause. LESSEE must have written consent of the LESSOR to erect any sign other than stated above. Signs in front of the

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**SMOKING/VAPING/TOBACCO** No smoking or vaping of any substances and/or use of smokeless tobacco are permitted in the building and/or on premises. LESSEE shall instruct their employees, guests, patrons, customers, etc. about this policy and must go off site. No designated LESSEE and/or employee outdoor area is allowed for this purpose. LESSEE and/or employees will have to go off site as well.

**SNOW/ICE REMOVAL** LESSEE shall be responsible for ALL snow and ice removal on entire rental premises collectively with any/all other tenants. LESSEE agrees to use only ice melt for the sidewalk that CONTAINS POTASSIUM CHLORIDE because this product will not “pit” the sidewalks. LESSEE SHALL REQUIRE THIS OF ANY CONTRACTED SNOW/ICE REMOVAL PERSON/COMPANY AS WELL.

**SPACE HEATERS/AUXILIARY HEAT SOURCES** Due to insurance compliance and fire risks, LESSEE understands that space heaters and/or any auxiliary heating sources are NOT ALLOWED.

**TAXES** The LESSOR shall be responsible for all real estate taxes levied upon the premises; the LESSEE shall be responsible for all personal property, license, business or other taxes, which are levied on the LESSEE, Lessee’s business, and/or personal property.

**TERMINATION** LESSEE must give termination notice of ninety (90) days prior to the end of the term or renewal term. Upon the expiration of this lease and if LESSEE is not behind in their rent, the LESSEE shall remove all of their equipment, furnishings, etc. from the leased premises. Prior to termination date of the lease, the LESSEE is responsible for properly cleaning the rented

**property. If LESSEE does not properly clean said property, they will be charged a clean-up fee. The LESSEE further understands that they will be responsible for floor cleaning/waxing and/or carpet cleaning upon termination of this lease. LESSEE understands that there are other responsibilities upon termination as noted throughout this lease agreement. LESSEE must arrange a departure inspection with the LESSOR within ten (10) days prior to termination date.**

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**USE AND CONDUCT The leased space shall be used for the sole purpose of a/an Public Safety administrative offices and training center. Conduct of business is to be of a professional and ethical manner and will not be disruptive to the other tenants and/or customers.**

**UTILITIES LESSEE shall be solely responsible for all other utilities including but not limited to water/sewer, air conditioning, cable, electricity, internet, phone and/or \*satellite.**

**\* Any apparatus such as a satellite dish or like item/s, shall not be attached to the building and/or premises with the written consent of the LESSOR. Any violation shall result in the LESSEE being responsible for all damages and repair costs and possible termination of lease.**

**AMENDMENTS, CHANGES OR MODIFICATIONS LESSOR may provide written addendums to this lease agreement during the term of this lease agreement as warranted. Any addendum shall be in writing and signed by the LESSEE and LESSOR.**

**This writing contains the entire agreement between the parties hereto and may not be changed, modified or amended without the same being in writing and signed by all parties hereto. This lease agreement supersedes all previous verbal and/or written lease agreements.**

---

**KENNY OLIVER, PRESIDENT  
AND AUTHORIZED REPRESENTATIVE FOR  
HILLTOP REALTY INVESTMENT, LLC, LESSOR**

---

**DATE**

---

**CHRIS WHITLOW,  
COUNTY OF FRANKLIN, VA  
COUNTY ADMINISTRATOR AND AUTHORIZED  
REPRESENTATIVE FOR LESSEE**

---

**DATE**

**HRI, LLC  
KEYS ISSUED  
OLIVER BUILDING (OLB)  
1488 FRANKLIN STREET**

**THE FOLLOWING KEYS WERE ISSUED TO LESSEE (1 EACH):**

\_\_\_\_\_ **FRONT ENTRY**

\_\_\_\_\_  
**KENNY OLIVER, PRESIDENT  
AND AUTHORIZED REPRESENTATIVE FOR  
HILLTOP REALTY INVESTMENT, LLC, LESSOR**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**CHRIS WHITLOW,  
COUNTY OF FRANKLIN, VA  
COUNTY ADMINISTRATOR AND AUTHORIZED  
REPRESENTATIVE FOR LESSEE**

\_\_\_\_\_  
**DATE**

## LEASE AGREEMENT

### 1516 FRANKLIN STREET

WHEREAS, HILLTOP REALTY INVESTMENTS, LLC is the owner of the property located at 1516 Franklin Street, Rocky Mount, Virginia 24151; also known as Franklin Building (FLB);

THIS LEASE AGREEMENT, made and entered into this 1<sup>st</sup> day of September, 2020, by and between HILLTOP REALTY INVESTMENTS, LLC or assignee(s), hereinafter called the LESSOR, and COUNTY OF FRANKLIN, VA, DEPARTMENT OF PUBLIC SAFETY, hereinafter called the LESSEE.

**TERMS** The term of this lease shall be for a period of 21 (TWENTY-ONE) MONTHS. It shall commence on the 1<sup>st</sup> day of October, 2020, and terminate on the 30<sup>th</sup> day of June, 2022.

**RENT** Rent per month is to be as follows for the term of this agreement:

10/01/2020 – 12/31/2020	\$ 700
01/01/2021 – 03/31/2021	\$1,250
04/01/2021 – 06/30/2021	\$1,500
07/01/2021 – 09/30/2021	\$1,750
10/01/2021 – 06/30/2022	\$2,000

Rent is to be paid, in advance, by LESSEE to LESSOR on or before the 1<sup>st</sup> day of each month. *It is agreed by both parties here and now that receipt of rent after the 10<sup>th</sup> day of the month will be sufficient grounds for immediate eviction of LESSEE, and that tenant shall pay a late charge in the amount of \$30.00 (THIRTY DOLLARS). Furthermore, should any check submitted to LESSOR by LESSEE for payment of any sums due to LESSOR be dishonored at the bank for any reason, then LESSEE shall pay LESSOR an additional charge in the amount of \$50.00 (FIFTY DOLLARS). In addition, a dishonored check will be subject to any and all late payments provisions included in this lease.*

**PAYMENTS** All rent payments shall be made payable to HILLTOP REALTY INVESTMENTS, LLC at P O BOX 6186, ROANOKE, VA 24017 by LESSEE.

**LESSOR'S PROPERTY MANAGER, KENNY OLIVER may be contacted at (540) 420-2038.**

**ASSIGNMENT OR TRANSFER LESSEE shall not assign this lease, or any interest therein, and shall not lease or sublet the premises, or any part thereof, or any right, privilege or appurtenance thereto. Any assignment or transfer or attempted assignment or transfer, of this lease or any interest therein, or subletting either by voluntary or involuntary act of LESSEE, or by operation of law, or otherwise, shall at the option of the LESSOR, terminate this lease. Any such purported assignments, transfer, or subletting, without the written consent of the LESSOR shall be null and void. An assignment or subletting will not release LESSEE from liability under this lease.**

**CARPET/FLOORING When leased space is occupied for more than one year, LESSEE agrees to have their carpet and/or other flooring professionally cleaned annually at their expense. LESSEE shall provide a receipt documenting the cleaning to the LESSOR. The LESSEE understands that chair mats or like items are not to be used because of damage to the carpeting and/or other flooring.**

**DESTRUCTION OF PREMISES LESSOR agrees to carry fire insurance on the leased premises. If without fault or negligence of the LESSEE, the improvements on the premises are destroyed or so damaged by fire or otherwise to render them untenable, the LESSOR shall restore the premises as soon as practicable to a proper condition , if practical to restore, for use by the LESSEE, and no rent shall be payable for the period from the time of said destruction or damage to the premises, until the time the premises are restored, but if the premises are rendered only partially untenable, there shall be a prorate reduction in the rent based on footage not usable until the premises are restored to condition for use by LESSEE. In the event the LESSOR fail to proceed promptly to restore the premises to proper condition for use by the LESSEE, the LESSEE shall have the right to notify the LESSOR in writing of such failure and if the LESSOR does not within thirty (30) days after receiving notice, promptly proceed with the work and thereafter proceed promptly to**

**complete the work, the LESSEE or LESSOR shall have the right to terminate this lease. If, in the opinion of the LESSEE or LESSOR, the premises are so damaged by fire or otherwise render them untenable, then this lease may immediately terminate.**

**FIRE/SAFETY REGULATIONS It is the LESSEE responsibility to follow all fire and safety regulations such as but not limited to door/s (exit door/s) must remain unlocked while building is occupied. LESSEE agrees to supply, maintain or replace at its own expense any EXIT and/or emergency lighting signs and lights/bulbs. LESSEE also agrees to supply and maintain at its own expense any fire extinguisher/s, or other fire prevention equipment required by law, rules, orders, ordinances, and regulations or any city, county, state in which the herein demised premises are located, and/or required by LESSOR's insurers. LESSEE shall provide at its own expense any training to all employees in the use of the fire extinguisher/s, or other fire prevention equipment.**

**GENERAL LESSOR or assignee(s) has the right and privilege to inspect the premises as well as make alterations to the building, grounds or property at any time. LESSEE will protect any private, confidential information, including information referenced in any federal, state or local laws/regulations by whatever means necessary to provide free access to each office/area in the unit/premises by the LESSOR or assignee(s) and protect this deemed private, confidential information. LESSEE will bear the sole financial responsibility to protect and comply with any federal, state and local laws/regulations to provide this free access. LESSEE will provide any security system codes and entry/access keys to guarantee free access by LESSOR or assignee(s) at any time. LESSEE shall not affix anything to the windows and doors except for business purposes as noted in SIGNS section of this lease agreement. LESSEE understands NO "FOR SALE" VEHICLES OR LIKE ITEMS ALLOWED AND WILL BE TOWED/REMOVED AT OWNER'S EXPENSE IF LOCATED ON PROPERTY. NO POLITICAL SIGNAGE IS ALLOWED. LESSEE understands no window screens are allowed – this damages the HVAC systems and LESSEE will be responsible for damages resulting in the use of them.**

**HVAC FURNACE & FILTER ACCESS** LESSEE agrees to maintain free and clear access to all HVAC equipment. LESSEE is to maintain at all times a 36" aisle/path to and around inside furnace unit(s) and any filter(s) + outside units for access by service personnel and others.

**HVAC FILTERS** LESSEE is responsible for purchasing and changing HVAC filters **MONTHLY**. Failure to do so can result in damage to the HVAC system which LESSEE shall be financially responsible for any/all repairs and including replacement. **FILTER(S) FOR THIS PROPERTY/UNIT:**

20" x 25"                      At Furnace

16" x 22"                      At Furnace

**HVAC REPAIR/REPLACEMENT** LESSEE will pay for any service needed to the HVAC up to \$500.00 each occurrence. **CONTACT ONLY DAVIS HEATING & AIR CONDITIONING AT 540-483-5605 FOR ANY/ALL SERVICE WORK.** **LESSEE UNDERSTANDS THEY MUST PAY FOR ANY/ALL SERVICE WORK AT THE TIME OF SERVICE.** LESSOR will be responsible for cost of repairs costing \$500.01 and above each occurrence unless repairs are due to negligence or carelessness by LESSEE; if so found, then the LESSEE would be responsible for all costs.

**INSURANCE & LIABILITY** The LESSEE shall insure their building contents and have liability insurance as well. LESSOR shall not be liable to LESSEE or its employees, agents, patrons, or invitees, or to any other person whomsoever, for any injury to person or damage to property on or about the leased premises caused by negligence or misconduct of tenant, his/her employees, agents, or of any other person entering upon the premises under expressed or implied invitation of LESSEE, and LESSEE agrees to indemnify LESSOR and hold harmless for any loss, expense or claim arising out of any such injury or damage. LESSEE shall, throughout the term of this lease, at their sole cost and expense, provide and keep in force public liability and property damage insurance, protecting the LESSOR as well as the LESSEE, against

**liability to any person whomsoever based on or arising out of or in connection with LESSEE'S use of the leased premises. Such policy shall cover the entire rental space, included are sidewalks, parking area, etc. which adjoins the leased premises. Said insurance policy(s) shall provide for at least thirty (30) days written notice to LESSOR before cancellation. LESSEE shall be required to provide a copy of Insurance policy showing LESSOR is indemnified within thirty (30) days of date of this lease agreement.**

**JANITORIAL SERVICES The LESSOR does not provide any janitorial services for said rental unit. The cleaning of the unit and removal of trash is the sole responsibility of the LESSEE. NO trash shall be placed or held for pick/up outside on the property premises – it will be maintained in the LESSEE's interior rental unit until ready for disposal by the LESSEE.**

**KEYS/LOCKS The LESSEE has been provided at no charge keys as listed on the attached KEYS ISSUED SIGNATURE SHEET. There will be a charge for additional keys. If LESSEE should lose any keys, the LESSOR must be notified immediately. LESSEE DOES NOT HAVE THE AUTHORITY TO CHANGE ANY BUILDING LOCKS. BY DOING SO, THIS IS GROUNDS FOR IMMEDIATE TERMINATION OF THIS LEASE AND EVICTION. ANY RESULTING INJURY AND/OR DAMAGE INCURRED WILL BE THE FULL RESPONSIBILITY OF THE LESSEE. If needed, the LESSEE shall be responsible for all costs of duplicate keys and/or lock replacements and new keys. Upon termination of this lease, all keys must be returned to LESSOR. If not returned upon termination, the LESSEE shall be responsible for all costs of duplicate keys and/or lock replacements and new keys.**

**LEGAL ACTION LESSOR will take legal action against LESSEE to collect any monies owed or past due. LESSEE shall pay to the LESSOR all costs incurred for this action including, but not limited to, court costs and legal fees.**

**OCCUPANCY LESSEE fully understands that the building shall remain unlocked while occupied.**

**PARKING The LESSEE shall instruct employees, clients, visitors and all persons to use the building parking lot only.**

**PETS/ANIMALS** LESSEE shall have no pets/animals on premises except service animals that are specifically trained to aid a disabled person as provided under local, state, and/or federal law and written documentation will be required before approved. Emotional support pets/animals are not allowed. These provisions apply to employees, clients, visitors and all persons on premises.

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**KENNY OLIVER, PRESIDENT  
AND AUTHORIZED REPRESENTATIVE FOR  
HILLTOP REALTY INVESTMENT, LLC, LESSOR**

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**DATE**

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**CHRIS WHITLOW,  
COUNTY OF FRANKLIN, VA  
COUNTY ADMINISTRATOR AND AUTHORIZED  
REPRESENTATIVE FOR LESSEE**

---

**DATE**

**HRI, LLC  
KEYS ISSUED  
FRANKLIN BUILDING (FLB)  
1516 FRANKLIN STREET**

**THE FOLLOWING KEYS WERE ISSUED TO LESSEE (1 EACH):**

\_\_\_\_\_ **FRONT ENTRY**

\_\_\_\_\_  
**KENNY OLIVER, PRESIDENT  
AND AUTHORIZED REPRESENTATIVE FOR  
HILLTOP REALTY INVESTMENT, LLC, LESSOR**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**CHRIS WHITLOW,  
COUNTY OF FRANKLIN, VA  
COUNTY ADMINISTRATOR AND AUTHORIZED  
REPRESENTATIVE FOR LESSEE**

\_\_\_\_\_  
**DATE**



# Franklin County

*A Natural Setting for Opportunity*

## EXECUTIVE SUMMARY

<b>AGENDA TITLE:</b> The Reserve at Westlake Subdivision/Secondary State System Acceptance	<b>AGENDA DATE:</b> September 15, 2020
<b>SUBJECT/PROPOSAL/REQUEST</b> Resolution request to add Bermuda Drive (Route 1162) and Bentgrass Drive (Route 1163) to the secondary system of state highways.	<b>BOARD ACTION:</b> Yes <b>INFORMATION:</b> No <b>ATTACHMENTS:</b> No
<b>STRATEGIC PLAN FOCUS AREA:</b> <input type="checkbox"/> <i>Economic Development</i> <input 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 checked="" type="checkbox"/> <i>Public Safety</i> <input type="checkbox"/> <i>Operational Effectiveness</i>	<b>CONSENT AGENDA:</b> Yes <b>ATTACHMENTS:</b> Yes  <b>STAFF CONTACT(S):</b> <u>VDOT, Sandy, and Cooper</u>  <b>REVIEWED BY:</b> Christopher Whitlow, County Administrator <i>CW</i>

**BACKGROUND:**

Bermuda Drive (Route 1162) and Bentgrass Drive (Route 1163) of Reserve at Westlake Subdivision has been constructed to meets the public service criteria of secondary street requirements to be accepted as part of the Secondary State Highway System.

**DISCUSSION:**

A resolution from the Board of Supervisors is required by VDOT to accept Bermuda Drive (Route 1162) and Bentgrass Drive (Route 1163) into the secondary system of state highways, pursuant to Section 33.2-705, taking certain streets into secondary state highway system. Attached is a development sketch and VDOT Form AM 4.3, which is incorporated herein as part of the resolution.

**RECOMMENDATION:**

Staff respectfully requests that the Board of Supervisors adopt by resolution for Bermuda Drive (Route 1162) and Bentgrass Drive (Route 1163) to be added to the secondary system of state highways.

**POSSIBLE BOARD ACTIONS:**

**MOTION to APPROVE:**

I make a motion to adopt by resolution for Bermuda Drive (Route 1162) and Bentgrass Drive (Route 1163) to be added to the secondary system of state highways.

**MOTION to TABLE:**

I make a motion to table the presented resolution for Bermuda Drive (Route 1162) and Bentgrass Drive (Route 1163) until additional information is provided.

**MOTION to DENY:**

I make a motion to deny the presented resolution for Bermuda Drive (Route 1162) and Bentgrass Drive (Route 1163).





# Franklin County

*A Natural Setting for Opportunity*

## EXECUTIVE SUMMARY

<p><b><u>AGENDA TITLE:</u></b> Annual County Rabies Vaccination Clinic</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST</u></b> Proposal to conduct a countywide rabies vaccination clinic on Saturday, October 3, 2020.</p> <p><b><u>STRATEGIC PLAN FOCUS AREA:</u></b> Action Strategy: Improve Public Health and customer service by offering rabies vaccinations to pets.</p> <p><b><u>STAFF CONTACT(S):</u></b> Cindy Brooks, William Ferguson</p>	<p><b><u>AGENDA DATE</u></b> 9/15/2020</p> <p><b><u>ACTION:</u></b> Yes</p> <p><b><u>CONSENT AGENDA:</u></b> Yes <b><u>ACTION:</u></b> Yes</p> <p><b><u>ATTACHMENTS:</u></b> No</p> <p><b><u>REVIEWED BY:</u></b> Christopher L. Whitlow, County Administrator </p>
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### **BACKGROUND:**

In an effort to control the spread of the rabies virus, Franklin County in conjunction with local veterinarians and staff, have previously sponsored a yearly rabies vaccination clinic to benefit citizens who ordinarily may not have an opportunity to obtain vaccinations for their pets. Traditionally, the clinic is held in the fall after October 1<sup>st</sup> after county dog licenses go on sale. The clinic, if approved, will proceed on October 3, 2020 at the following locations and times:

- 8:00 a.m.-9:00 a.m. Burnt Chimney Volunteer Fire Department.
- 9:30 a.m.-10:30 a.m. Glade Hill Minute Market.
- 11:00 a.m.-12:00 p.m. Sontag Mitchell's Store.
- 12:30 p.m.-1:30 p.m. Ferrum Crossroads Ruritan Building.
- 2:00 p.m.-3:00 p.m. Callaway Fire Volunteer Department.
- 3:30 p.m. to 4:00 p.m. Rocky Mount Government Center.

### **DISCUSSION:**

Sponsorship of a rabies vaccination clinic for pets in Franklin County will reduce the potential spread of the virus. The Code of Virginia relating to Animal Laws requires that two conditions be met before a canine or feline can be vaccinated outside the controlled environment of a certified veterinary facility. First, approval must be granted by the local health department. Second, the local governing body must declare the holding of such a clinic is for the health, safety, and welfare of the citizens to reduce the potential threat of rabies transmission in the area.

The cost is \$8.00 per vaccination administered to offset the associated expense in conducting the clinic. Fees for dog licenses will remain unchanged from that charged at the Franklin County Treasurer's Office. The date, time, and location of the clinic will be published in the local newspaper for a minimum of two (2) Friday editions prior to the event and will also be advertised on the county website.

If approved by the Board of Supervisors, staff will secure authorization from the local health department to conduct the clinic.

Estimated costs and revenues generated from the rabies clinic held in 2020 were as follows:

**Costs:**

Veterinary costs to provide 181 vaccinations:	\$1,488.00
<b>Total cost:</b>	<b>\$1,488.00</b>

**Revenue:**

Revenue received: (181 vaccinations @ \$8.00 each)	\$1,488.00
Dog license sales: (120 dog licenses sold 2018)	\$700.00
<b>Total Revenue:</b>	<b>\$2,148.00</b>

**RECOMMENDATION:**

Staff respectfully requests the Board of Supervisors approve the holding of the annual County Rabies Clinic for the health, safety, and welfare of the citizens to reduce the potential threat of rabies transmission and authorize the County Rabies Clinic to be held on October 3, 2020 as presented.

**POSSIBLE BOARD ACTIONS:**

MOTION to APPROVE:

I make a motion to approve the holding of the annual County Rabies Clinic for the health, safety, and welfare of the citizens to reduce the potential threat of rabies transmission and authorize the County Rabies Clinic to be held on October 3, 2020 as presented.

MOTION to TABLE:

I make a motion to table the County Rabies Clinic until further information is provided.

MOTION to DENY:

I make a motion to deny the holding of the annual County Rabies Clinic.

**FRANKLIN COUNTY  
RABIES CLINIC AND DOG TAGS  
PUBLIC NOTICE  
SATURDAY, OCTOBER 3, 2020  
8:00 a.m. – 4:00 p.m.**

**A Rabies clinic will be held in Franklin County on  
SATURDAY, OCTOBER 3, 2019. At the following locations:**

8:00 a.m.-9:00 a.m. Burnt Chimney Fire Dept.  
9:30 a.m.-10:30 a.m. Glade Hill Minute Market  
11:00 a.m.-12:00 p.m. Sontag Mitchell's Store  
12:30 p.m.-1:30 p.m. Ferrum Crossroads Ruritan Building  
2:00 p.m.-3:00 p.m. Callaway Fire Dept.  
3:30 p.m. to 4:00 p.m. Rocky Mount Government Center

For questions you may call Franklin County Animal Control at 540-483-7440.

This clinic is for the convenience of dog and cat owners. The cost for vaccination of each animal is \$8.00. This is a three year vaccine for those pets that have a current rabies vaccination certificate or a one year vaccination certificate if they have never had a rabies vaccination. **MUST BRING PROOF OF CURRENT ONE YEAR VACCINE TO RECEIVE THE THREE YEAR CERTIFICATE.**

2021 dog tag licenses will be available for purchase. A license tax of (\$10.00) per unaltered dog. A license tax of (\$4.00) per altered (spayed/neutered). The license tax for a kennel shall be fifteen dollars (\$15.00). **NOTE: TO QUALIFY FOR THE ALTERED DOG RATE, THE OWNER MUST PROVIDE DOCUMENTATION FROM A VETERINARIAN, AT TIME OF PURCHASE, THAT THE ANIMAL HAS HAD THE SPAY/NEUTER PROCEDURE PERFORMED.**

**PLEASE RUN IN YOUR: Friday, September 25, and Friday, October 2, 2020 EDITIONS  
(Franklin News Post)**



# Franklin County

*A Natural Setting for Opportunity*

## EXECUTIVE SUMMARY

<p><b>AGENDA TITLE:</b> CARES Act Emergency Procurement Approval</p> <p><b>SUBJECT/PROPOSAL/REQUEST:</b> Request of the Board of Supervisors to approve and ratify CARES Act purchases made under Section IV, Subsection E of the County's Procurement Policy – Emergency Purchases</p> <p><b>STRATEGIC PLAN FOCUS AREA:</b></p> <p><input type="checkbox"/> <i>Economic Development</i></p> <p><input checked="" type="checkbox"/> <i>Financial Stability</i>    <input type="checkbox"/> <i>Infrastructure</i></p> <p><input type="checkbox"/> <i>Lifelong Learning</i>    <input type="checkbox"/> <i>Managed Growth</i></p> <p><input type="checkbox"/> <i>Public Safety</i>        <input checked="" type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><b>AGENDA DATE:</b> September 15, 2020</p> <p><b>BOARD ACTION:</b> YES</p> <p><b>ATTACHMENTS:</b> NO</p> <p><b>CONSENT AGENDA:</b> YES</p> <p><b>STAFF CONTACT(S):</b> Brian Carter, Director of Finance</p> <p><b>REVIEWED BY:</b> Christopher L. Whitlow, County Administrator <i>CW</i></p>
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**BACKGROUND:**

Emergency procurement is authorized under Section IV, Subsection E of the County's Procurement policy and mirrors the authority to emergency procure under Section 2.2-4303, of the Virginia Public Procurement Act. In consultation with the County Attorney, staff feels that the COVID-19 pandemic, along with the December 30 deadline to spend the CARES Act funds, warrants the use of these emergency procurement clauses. The County must document its use of emergency procurement. A consent agenda item will be presented to the Board of Supervisors for ratification of the use of emergency procurement as CARES Act funds are used to purchase items that exceed the County's \$30,000 competitive procurement threshold.

**DISCUSSION:**

The following items have been procured under emergency procurement procedures from July 21, 2020 through September 8, 2020:

Item	Amount
Two Mobile Dispatch Consoles – Sheriff's Office	\$ 64,900
Enclosed Mobile Response Trailer – Public Safety Dept.	\$ 86,220
Enclosed Mobile Response Trailer – Sheriff's Office	\$ 69,575
Total to Date	\$220,695

Staff will provide an update to the Board at their next regularly scheduled monthly meeting as additional items are procured under emergency procurement procedures.

**RECOMMENDATION:**

Staff respectfully requests the Board of Supervisors to approve and ratify the purchases listed above procured under the authority of the County's procurement policy as emergency purchases and foregoing competitive sealed bidding or competitive negotiation.

**POSSIBLE BOARD ACTIONS:**

**MOTION to APPROVE:**

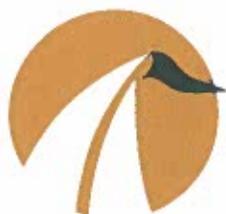
I make a motion to approve and ratify the purchases listed above procured under the authority of the County's emergency purchasing procedures.

**MOTION to TABLE:**

I make a motion to table the approval of the presented items until further information is provided.

**MOTION to DENY:**

I make a motion to deny the presented purchases through emergency procurement.



# Franklin County

*A Natural Setting for Opportunity*

**WHEREAS**, September 17, 2020, marks the two hundred and thirty-third anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS**, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

**WHEREAS**, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

**NOW, THEREFORE, BE IT PROCLAIMED** that the Franklin County Board of Supervisors, does hereby proclaim the week of September 17 through 23, 2020 as **CONSTITUTION WEEK**.

Signed \_\_\_\_\_ SEAL Attest \_\_\_\_\_



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: September 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 mid to late September.
- Route 220N - Slope repair from approximately 0.25 mi. north of Route F611 (Cornell Rd.) to south of Route 1055 (Wooddale Dr.). COMPLETED
- Route 740 (Algoma Rd.) – Pipe replacement. COMPLETED
- Route 643 (Coles Creek Rd.) – Low water structure replacement. COMPLETED
- Route 714 (Washboard Rd.) – Preparation for pipe replacement. COMPLETED
- Paving at Route 220 ramp to Route 220 Business; ramp to be closed at night and detour provided at Route F-612 (Cornell Rd). COMPLETED
- Primary patch paving to include Route 40 and Route 220 just north and south of Rocky Mount. 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.

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

- Route 640 (Six Mile Post Rd.) – Installation of headwalls for drainage structure began on September 1, 2020 and should take 2 weeks to complete, weather permitting. One lane will be open to traffic.
- Route 1418 (Forest Shores Rd.) – Pipe replacement; work to begin mid-September and should take 2 weeks, weather permitting. One lane will be open to traffic.
- Route 854 (Toms Knob Rd.) – 2 pipe replacements; work to begin late September and should take 3 weeks. One lane will be open to traffic.
- Route 602 (Ferrum Mountain Rd.) – Superstructure replacement at 0.10 miles from Rte. 908 (Sloan Rd.) and 0.60 miles from Rte. 752 (Sawmill Rd.) ; work to begin Sept. 21, 2020 through Sept. 24, 2020. Road will be closed to traffic.
- Slope repair near frontage road Route F611 (Cornell Rd.) and Bernard Rd. (Town of Rocky Mount).
- Route 723 (Lucy Wade Rd.) – Preparation for pipe replacement.
- 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 mid to late September.
- 2020 Surface treatment schedule tentatively scheduled for late Summer/early Fall.
- Patch paving on Route 654 (Windlass Rd.) and Route 670 (Burnt Chimney Rd.).

**LAND DEVELOPMENT & PERMITS**

- 140 Active permits to include: 67 utilities, 57 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, 8 were issued in August.

**3 site plan reviews and 1 rezoning application:**

- Cunningham – Review of drainage improvements for a Lot in Oak Meadows Subdivision.
- Red Barn Subdivision – Review of subdivision in Burnt Chimney area.
- Enirtep, Inc. – Review of site plan for office development near Halesford Bridge on Route 122.
- Blackwater Junction – Review of application for rezoning from agricultural to residential multifamily.

**Additional Land Development Activities:**

- Facebook Fiber Project – Intermittent flagging operations in the Callaway, Wirtz and Burnt Chimney area.
- Fox Run 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 2020/early 2021.

### 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.
- Route 220/Route 697 (Wirtz Rd.) – Review of intersection particularly for the flashing yellow arrow.

### Completed Safety Studies:

- Route 711 (Tranquility Lane) – Recommended posted speed limit of 25 mph.

## **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

<b><u>AGENDA TITLE:</u></b> Local CARES Act Funding Overview	<b><u>AGENDA DATE:</u></b> September 15, 2020
<b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Overview of federal CARES Act funding provided to Franklin County	<b><u>BOARD ACTION:</u></b> Yes
<b><u>STRATEGIC PLAN FOCUS AREA:</u></b>	<b><u>INFORMATION:</u></b> Yes
<input type="checkbox"/> <i>Economic Development</i> <input checked="" type="checkbox"/> <i>Financial Stability</i>	<b><u>ATTACHMENTS:</u></b> No
<input type="checkbox"/> <i>Infrastructure</i> <input type="checkbox"/> <i>Lifelong Learning</i>	<b><u>CONSENT AGENDA:</u></b> No
<input type="checkbox"/> <i>Managed Growth</i> <input type="checkbox"/> <i>Public Safety</i>	<b><u>ATTACHMENTS:</u></b> No
<input type="checkbox"/> <i>Operational Effectiveness</i>	<b><u>STAFF CONTACT(S):</u></b> Carter, Burnette
	<b><u>REVIEWED BY:</u></b> 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.

### **DISCUSSION:**

Staff will provide the Board with an overview of the CARES Act as it relates to the funding received locally and discuss potential categorical 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. In addition, any expenditures deemed ineligible must be returned to the federal government as well and will have to be taken from County operating funds, capital funds, or reserves. All potential projects must be directly related to the handling of the COVID-19. Only 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. A working group of County staff has received project ideas from numerous County departments and organizations.

The Board previously approved eligible categorical expenditures, such as PPE (personal protective equipment), emergency response, remote distance telework infrastructure, business & tourism recovery grants, allocations to the Towns of Rocky Mount and Boones Mill, and broadband deployment. Following previous actions, a balance of approximately \$3,175,421 in CARES funds remain for potential, eligible projects.

As previously noted, County staff continues to be concerned with the lack of detailed guidance from the federal government with regard to what may be considered an eligible expenditure. While staff has reviewed various expenditure requests with the County Attorney's office and requested some further feedback from the County auditors, there are no certainties or guarantees with CARES Act funded projects. In recent days, the U.S. Treasury has offered some additional guidance with some potentially significant changes

regarding how CARES Act funding can be spent. These changes may materially change how the funds can be used and alter the basis of its accounting procedures. Therefore, staff is currently evaluating these changes and collecting information from various local and state experts in an effort to bring a recommendation of some additional categorical expenditures to the Board for consideration on September 15<sup>th</sup>.

**RECOMMENDATION:**

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

**POSSIBLE BOARD ACTIONS:**

MOTION to APPROVE:

I make a motion to approve the additional categorical expenditures as presented.

MOTION to TABLE:

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

MOTION to DENY:

I make a motion to deny the additional categorical expenditures as presented.



# Franklin County

*A Natural Setting for Opportunity*

## EXECUTIVE SUMMARY

<p><b><u>AGENDA TITLE:</u></b> <i>Housing Study Work Session</i></p>	<p><b><u>AGENDA DATE:</u></b> September 15, 2020</p>
<p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> <i>Update/discussion of Ferrum Market Study and Regional Housing Study</i></p>	<p><b><u>ACTION:</u></b> NO</p>
<p><b><u>STRATEGIC PLAN FOCUS AREA:</u></b></p>	<p><b><u>INFORMATION:</u></b> NO</p>
<p><input checked="" type="checkbox"/> <i>Economic Development</i>      <input type="checkbox"/> <i>Financial Stability</i></p>	<p><b><u>ATTACHMENTS:</u></b> NO</p>
<p><input checked="" type="checkbox"/> <i>Infrastructure</i>                      <input type="checkbox"/> <i>Lifelong Learning</i></p>	<p><b><u>CONSENT AGENDA:</u></b> NO</p>
<p><input checked="" type="checkbox"/> <i>Managed Growth</i>                      <input type="checkbox"/> <i>Public Safety</i></p>	<p><b><u>STAFF CONTACT(S):</u></b> Sandy</p>
<p><input type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><b><u>REVIEWED BY:</u></b> Christopher L. Whitlow, County Administrator </p>

### **BACKGROUND:**

The Board of Supervisors adopted the Ferrum Village Plan in 2019. This plan was developed with significant input from stakeholders in the community. One item of interest was the need for additional housing; particularly rental and senior housing opportunities. The stakeholders also suggested that the 82-acre County owned property adjacent to Ferrum College may be a good location to promote/create additional housing opportunities. Following adoption of the Plan, the County secured funding from the Virginia Housing and Development Authority (VHDA) to complete a market study of Ferrum community and analyze the 82-acre parcel for potential development. Bowen Research performed the market study and prepared a report.

The Roanoke Valley Alleghany Regional Commission (RVARC) has also initiated a regional housing study on behalf of its member communities of Roanoke County, Roanoke City, Salem, and Franklin County. This study will help to analyze housing data and identify housing needs in the region and in each locality. RVARC has hired RKG Associates to research data and develop report/plan.

### **DISCUSSION:**

A work session item has been prepared for discussion on these two housing studies. During this time, the consultants for the Ferrum Market Study and Regional Housing Study will present their data findings. In addition, the Ferrum consultant will present specific results of its analysis of the County owned Ferrum property.

### **RECOMMENDATION:**

Review presentations and discuss findings with consultants. While no action is required at this time, the Board may want to give staff further direction on next steps in Ferrum and possible development of County owned property.

**THE FOLLOWING TERMS ARE UP FOR APPOINTMENT/RE-APPOINTMENT**

COMMITTEE	NAME	ADDRESS	DISTRICT	YEAR	TERM EXPIRES
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
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	



# Franklin County

*A Natural Setting for Opportunity*

## EXECUTIVE SUMMARY

<p><b><u>AGENDA TITLE:</u></b> <i>Abandonment of a Portion of Adkins Road (Route 600)</i></p> <p><b><u>SUBJECT/PROPOSAL/REQUEST</u></b> <i>Public hearing for the abandonment of a portion of Adkins Road (Route 600)</i></p> <p><b><u>STRATEGIC PLAN FOCUS AREA:</u></b></p> <p><input type="checkbox"/> <i>Economic Development</i>      <input type="checkbox"/> <i>Financial Stability</i></p> <p><input checked="" type="checkbox"/> <i>Infrastructure</i>                      <input type="checkbox"/> <i>Lifelong Learning</i></p> <p><input type="checkbox"/> <i>Managed Growth</i>                      <input checked="" type="checkbox"/> <i>Public Safety</i></p> <p><input type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><b><u>AGENDA DATE:</u></b>                      September 15, 2020</p> <p><b><u>BOARD ACTION:</u></b>                      Yes</p> <p><b><u>INFORMATION:</u></b>                      No</p> <p><b><u>ATTACHMENTS:</u></b>                      Yes</p> <p><b><u>CONSENT AGENDA:</u></b>                      No</p> <p><b><u>ATTACHMENTS:</u></b>                      No</p> <p><b><u>STAFF CONTACT(S):</u></b> <i>Sandy and Cooper</i></p> <p><b><u>REVIEWED BY:</u></b> Christopher Whitlow, County Administrator <i>CW</i></p>
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**BACKGROUND:**

Mr. Paschal (Pat) D. Brooks, III has had several discussions with Planning and VDOT staffs about abandoning an undeveloped portion of Route 600 VDOT right-of-way (Adkins Road) located in the Snow Creek District of Franklin County. Both the surrounding property owner (Mr. Brooks) and VDOT note no intention of developing this previously platted, undeveloped portion of road. The proposed abandonment will be approximately .37 miles. Mr. Brooks owns the surrounding seven (7) lots and the remaining 132.736 acres 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, platted road. Mr. Brooks is the only person who uses this portion of road because it is located 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.

At the August 2020 Board meeting the Board of Supervisors authorized staff to conduct a public hearing for the abandonment of a portion of Adkins Road (Route 600) at the September Board of Supervisors meeting. In accordance with Section 33.2-909 of the Code of Virginia staff accomplished the following for the Notice of Intent to Abandon the portion of Adkins Road (Route 600) from the Secondary State Highway System:

- Posted Notice at the Courthouse,
- Posted notice sign on Adkins Road where the portion of the road is requested to be abandon, and
- Published Notice in two (2) issues in the Franklin NewsPost, and
- Holding a public hearing for the abandonment.

**DISCUSSION:**

Mr. Pat Brooks would like the Board of Supervisors to abandon approximately .37 miles to the turn-around at the end of Adkins Road (Route 600). Mr. Brooks owns the surrounding seven (7) lots and remaining 132.736 acres that would access this portion of the road. Furthermore, this portion of Adkins Road (Route 600) serves no public necessity and is no longer necessary as part of the Secondary System of State Highways.

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:**

Following a public hearing, staff respectfully requests, that the Board of Supervisors by resolution approve the abandonment of Route 600 (Adkins Road) for a distance of .37 miles in accordance with Section 33.2-909, of the Code of Virginia. This portion of Route 600 (Adkins Road) serves no public necessity and is no longer necessary as part of the VDOT Secondary System of State Highways.

**POSSIBLE BOARD ACTIONS:**

**MOTION to APPROVE:**

I make a motion to approve (by resolution) the abandonment of Route 600 (Adkins Road) for .37 miles in accordance with Section 33.2-909, of the Code of Virginia.

**MOTION to TABLE:**

I make a motion to table the abandonment of Route 600 (Adkins Road) until additional information is provided.

**MOTION to DENY:**

I make a motion to deny the abandonment of Route 600 (Adkins Road).

**June 12, 2020**

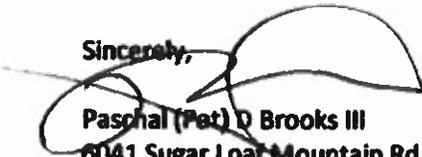
**Lisa Cooper, CZA and CTM  
Principal Planner  
Department of Development Services  
Planning and Community Development  
1255 Franklin Street, Suite 103  
Rocky Mount, VA 24151**

**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**



8K 0951 PG 01171

KNOW ALL MEN BY THESE PRESENTS:

THE PLATTING AND DEDICATION OF THE LAND SHOWN HEREON AND THE 20' 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 (1950) AS AMENDED TO DATE AND THE FRANKLIN COUNTY SUBDIVISION ORDINANCE.

WE HEREBY DEDICATE 25 FEET FROM THE CENTERLINE OF RTE. 800, ADKINS RD. TO V.D.O.T. FOR PUBLIC USE, CONTAINING 2.025 ACRES, 86,246 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 FRANCES ANGELL AS RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF FRANKLIN COUNTY, VIRGINIA IN DEED BOOK 908 PAGE 81

*Donald C. Miller*  
AGENT, JLS LAND & LIVESTOCK, LLC

*4/25/07*  
DATE

STATE OF VIRGINIA  
888/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 A. 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 shown from Community Map Panel Number 510061 03708 Effective Date: March 5, 2001.

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

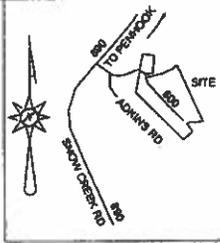
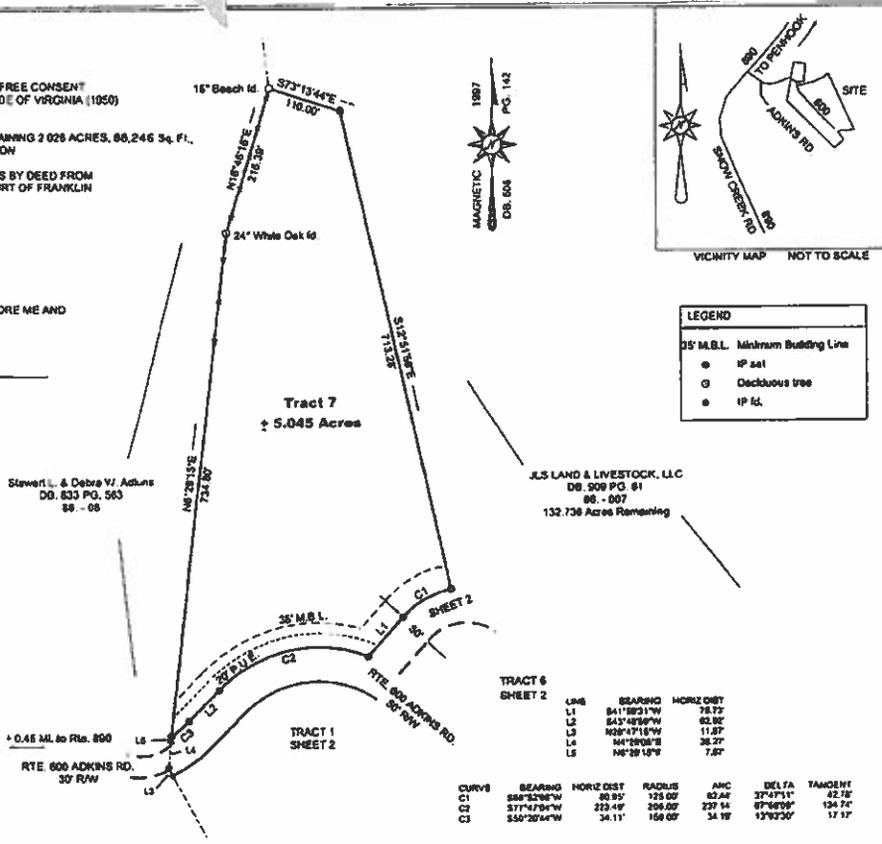


APPROVING AUTHORITY

Know all men by these presents:  
That this plat was approved on 4/10, 2007  
By the Agent of the Board Supervisors, the Health Department and The Highway Engineers of Franklin County in accordance with the Plan Requirements of the Franklin County Zoning Ordinance.  
*Philip H. Mundy*  
Chairman, Board of Supervisors  
*Philip H. Mundy*  
Chairman, Board of Supervisors



FRANKLIN COUNTY LAND SURVEYING, INC. P. O. BOX 810 ROCKY MOUNT, VA 24151 540-483-7485



LEGEND

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

TRACT 6 SHEET 2

LINE	BEARING	HORIZ DIST
L1	S41°02'31"W	18.72'
L2	S43°48'06"W	62.80'
L3	N26°47'18"W	11.87'
L4	N4°00'00"E	38.37'
L5	N0°28'18"W	7.87'

CURVE	BEARING	HORIZ DIST	RADIUS	ARC	DELTA	TANGENT
C1	S88°32'06"W	80.95'	125.00'	80.44'	37°47'51"	42.78'
C2	S77°43'04"W	213.44'	208.00'	229.14'	87°06'00"	134.71'
C3	S50°20'04"W	34.11'	168.00'	34.19'	17°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: OD. 808 PG. 61  
TAX ID: 86 - 007  
SHEET 1 OF 2  
PROPERTY IS NOT ZONED



NO. 3965

0710004725 07MAY-4 PM 2:36

**RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF FRANKLIN, VIRGINIA  
AUTHORIZING THE ABANDONMENT OF ROUTE 600 (ADKINS ROAD) FROM THE  
SECONDARY SYTEM OF STATE HIGHWAYS  
September 15, 2020**

**WHEREAS**, a public notice of intention was posted as prescribe under §33.2-909, Code of Virginia at least three days before the first day of a regular term of the circuit court at the front door of the courthouse and posted a public notice sign on Adkins Road (Route 600); and

**WHEREAS**, a public notice of intention was posted twice in the Franklin NewsPost, local paper, and

**WHEREAS**, after concerning all evidence available, the Board of Supervisors of Franklin County, Virginia, is satisfied that no public necessity exists for the continuance of this portion of Route 600 (Adkins Road). At the intersection of Route 890 (Snow Creek Road) and Route 600 (Adkins Road) for .45 miles before the portion of Route 600 (Adkins Road) is to be abandon for .37 miles to the turn-around at the end of the road, and hereby deems that this section of road is no longer necessary as a part of the Secondary System of State Highways.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of the County of Franklin, Virginia, abandons the above described section of road and removed it from the Secondary System of State Highways, pursuant to §33.2-909, Code of Virginia.

**AND BE IT FURTHER RESOLVED** that a certified copy of this resolution be forwarded to the Resident Engineer of the Virginia Department of Transportation.

On motion of Supervisor \_\_\_\_\_ to adopt the resolution, seconded by Supervisor \_\_\_\_\_, the motion carried by the following recorded vote:

AYES:

NAYS:

A COPY TESTE:

Madeline Sefcik  
Clerk to the Board of Supervisors

**Transmittal of Planning Commission Action**

**Date:** August 26, 2020

**Item:** Deborah MacDonald, Applicant, and Richard DeForest, Owner, requesting a Special Use Permit to allow for the short term tourist rental of a dwelling, on an approximate 12.04 acre parcel, currently zoned A-1, Agricultural District (Case # SPEC-07-20-16626)

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

**Date of Commission Action:** Public Hearing, August 11, 2020

**SUMMARY OF REQUEST:**

The applicant requests a Special Use Permit to allow for the “Short Term Tourist Rental of a Dwelling” on an approximate 12.04 acre property located at 450 Holyfield Lane in the Gills Creek District, currently zoned A-1, Agricultural District.

The property has a substantial amount of acreage which includes a pond, lake access, and a pool. The residence is made up of four (4) bedrooms, four and a half (4.5) bathrooms, full basement, an attached and detached garage, and sits back off the road in a private setting.

The applicant currently resides in Blacksburg, Virginia and intends to purchase the property as a second home. The granting of the special use permit would allow the applicant to rent out the home when it is not being used by their family. The applicant will be close enough to address and resolve any issues or problems that could arise while being rented. The applicant also has experience in the operation of short term rentals as they have other rental properties in Blacksburg and Hawaii. The applicant will be personally managing the rental reservations and will ensure that each guest is vetted and informed of all rules and regulations that must be followed.

There were five (5) public comments received at the advertised public hearing representing concerns of the short term rental.

**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

and general welfare to the community. Therefore, the Planning Commission recommended approval of the petitioner’s request for a Special Use Permit to allow for the short term tourist rental of a dwelling, in accordance with Section 25-179 of the Zoning Ordinance, with the following conditions:

1. This special use permit authorizing the short term rental dwelling on tax parcel # 0330003609 shall only apply to the existing dwelling on the property. No future dwelling on the property shall be used for short term rental unless this special use permit shall be revised by the Board of Supervisors after review and recommendation of the Planning Commission.
2. The owner shall always comply with the supplementary regulations for short term rentals found in Section 25-138 of the Franklin County Code.
3. The County Building Official and Fire Marshall shall inspect the proposed short term rental use within 30 days of the approval of the special use permit for the short term rental. No short term rental of the property shall be authorized until these inspections take place, and the property is found to be compliant with the applicable county building and fire codes.
4. Prior to using the property as a short term rental use, the property owner shall provide documentation from the Virginia Department of Health and Franklin County Building Official that the home and septic system is approved for a four bedroom home.
5. The operation of short term rentals on the property shall not include any commercial uses, organized events, or gatherings of any kind that involve a large number of people (50 people or more).

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

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

**The Planning Commission’s motion to recommend approval of the requested Special Use Permit to allow for the short term tourist rental of a dwelling was approved by a vote of 7-0-0-0 with the five (5) conditions listed above.**

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

**APPLICATION OF DEBORAH MACDONALD, APPLICANT, AND RICHARD DEFOREST, OWNER, REQUESTING A SPECIAL USE PERMIT TO ALLOW FOR THE SHORT TERM TOURIST RENTAL OF A DWELLING ON A PROPERTY ZONED AGRICULTURAL DISTRICT (A-1) CONSISTING OF +/- 12.04 ACRES, LOCATED AT 450 HOLYFIELD LANE IN THE GILLS CREEK DISTRICT OF FRANKLIN COUNTY AND FURTHER IDENTIFIED BY FRANKLIN COUNTY REAL ESTATE RECORDS AS TAX MAP/PARCEL # 0330003609. (CASE # SPEC-07-20-16626).**

**WHEREAS,** Deborah MacDonald did file an application requesting a Special Use Permit to allow for the short term tourist rental of a dwelling, on an approximate 12.04 acre parcel, located in the Gills Creek District, and

**WHEREAS,** the 12.04 acre property is currently zoned A-1, Agricultural District, and the short term tourist rental of a dwelling is a permitted use by issuance of a special use permit in A-1 Districts, and

**WHEREAS,** after due legal notice as required by Section 15.2-2204/2205 of the Code of Virginia of 1950, as amended, the Planning Commission and Board of Supervisors did hold public hearings on August 11, 2020, and September 15, 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. This special use permit authorizing the short term rental dwelling on tax parcel # 0330003609 shall only apply to the existing dwelling on the property. No future dwelling on the property shall be used for short term rental unless this special use permit shall be revised by the Board of Supervisors after review and recommendation of the Planning Commission.
2. The owner shall always comply with the supplementary regulations for short term rentals found in Section 25-138 of the Franklin County Code
3. The County Building Official and Fire Marshall shall inspect the proposed short term rental use within 30 days of the approval of the special use permit for the short term rental. No short term rental of the property shall be authorized until these inspections take place, and the property is found to be compliant with the applicable county building and fire codes.
4. Prior to using the property as a short term rental use, the property owner shall provide documentation from the Virginia Department of Health and Franklin County Building Official that the home and septic system is approved for a four bedroom home.

5. The operation of short term rentals on the property shall not include any commercial uses, organized events, or gatherings of any kind that involve a large number of people (50 people or more).

**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-07-20-16626**



**To:** Franklin County Planning Commission  
**From:** Steven M. Sandy, Planning Director  
**Date:** July 27, 2020  
**Tax #s:** 0330003609  
**District:** Gills Creek District  
**Applicant:** Deborah MacDonald  
**Owners:** Richard DeForest

**REQUEST:**

**APPLICATION for SPECIAL USE PERMIT-** Application of Deborah MacDonald, Applicant, and Richard DeForest, Owner, requesting a special use permit, with possible conditions, to allow for the short term tourist rental of a dwelling on a property that is approximately 12.04 acres, currently zoned A-1, Agricultural, and located at 450 Holyfield Lane in the Gills Creek District of Franklin County and further identified by Franklin County Real Estate Records as Tax Map/Parcel # 0330003609. Short term tourist rental of a dwelling is a permitted use by issuance of a special use permit by the Franklin County Board of Supervisors. The property has a future land use designation of low density residential.

**RECOMMENDATION:**

*The Planning Commission recommends that the Board of Supervisors approve the request for a Special Use Permit to allow for the short term tourist rental of a dwelling with the following four (4) conditions:*

- 1. This special use permit authorizing the short term rental dwelling on tax parcel # 0330003609 shall only apply to the existing dwelling on the property. No future dwelling on the property shall be used for short term rental unless this special use permit shall be revised by the Board of Supervisors after review and recommendation of the Planning Commission.*
- 2. The owner shall always comply with the supplementary regulations for short term rentals found in Section 25-138 of the Franklin County Code*
- 3. The County Building Official and Fire Marshall shall inspect the proposed short term rental use within 30 days of the approval of the special use permit for the short term rental. No short term rental of the property shall be authorized until these inspections take place, and the property is found to be compliant with the applicable county building and fire codes.*
- 4. Prior to using the property as a short term rental use, the property owner shall provide documentation from the Virginia Department of Health and Franklin County Building Official that the home and septic system is approved for a four bedroom home.*



**BACKGROUND:**

The applicant requests a Special Use Permit to allow for the “Short Term Tourist Rental of a Dwelling” on an approximate 12.04 acre property located at 450 Holyfield Lane in the Gills Creek District, currently zoned A-1, Agricultural District. The property is currently used for residential purposes and is for sale by the owner. The sale of the property is not contingent on the applicant’s request for a special use permit being granted.

The property has a substantial amount of acreage which includes a pond, lake access, and a pool. The residence is made up of four (4) bedrooms, four and a half (4.5) bathrooms, full basement, an attached and detached garage, and sits back off the road in a private setting.

The applicant currently resides in Blacksburg, Virginia and intends to purchase the property as a second home. The granting of the special use permit would allow the applicant to rent out the home when it is not being used by their family. The applicant will be close enough to address and resolve any issues or problems that could arise while being rented. The applicant also has experience in the operation of short term rentals as they have other rental properties in Blacksburg and Hawaii. The applicant will be personally managing the rental reservations and will ensure that each guest is vetted and informed of all rules and regulations that must be followed.

In order to allow for the “Short Term Tourist Rental of a Dwelling” a Special Use Permit is required to be issued by the Board of Supervisors under Section 25-179 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 no inquiries about the property. Additional comments and concerns may be raised as a result of the public hearings.

**SITE STATISTICS:**

<i>Location:</i>	450 Holyfield Lane, Gills Creek District
<i>Size:</i>	12.04 acres
<i>Existing Land Use:</i>	Residential
<i>Adjoining Zoning:</i>	A-1, Agricultural District R-1, Residential Suburban Subdivision District
<i>Adjoining Land Uses:</i>	Residential
<i>Adj. Future Land Uses:</i>	Low Density Residential

**COMPREHENSIVE PLAN:**

The Future Land Use designates the property located at 450 Holyfield Lane as Low Density Residential according to the 2007 Franklin County Comprehensive Plan adopted by the Board of Supervisors in May of 2007. The property requesting the special use permit for short-term rentals is located on 12.04 acres of land at the end of a private road and is heavily wooded at the back of the property with the house, garage, and pool located in the middle of the lot. The home is



located at the back of a cove on Smith Mountain Lake with minimal lake access and no dock. The other residences of the area are located a distance away from this property with the closest property being approximately 810 feet away, and most of the land surrounding the property is vacant at this time. Due to the size of the lot, dwelling unit, and other structures being located in the center of the lot this short term rental is not expected to adversely impact surrounding properties. The comprehensive plan states as an objective to promote and expand the tourism industry within Franklin County with a strategy to encourage development of infrastructure that supports tourism like lodging, restaurants, etc. The comprehensive plan would support the special use permit for this property to be used as a short term rental dwelling unit with conditions staff is requesting.

Please find below the description of Low Density Residential and the policies for this future land use category:

### **LOW DENSITY RESIDENTIAL**

Low Density Residential Areas are intended to allow gross densities of one to two dwelling units per acre and minimum lot sizes of 20,000 - 30,000 square feet in general proximity to residential support services such as schools, playgrounds, and churches. These areas should either be located in or near existing Towns, Villages, or Rural Neighborhood Centers. It is envisioned that public water and/or sewer will someday serve these areas, meeting all local and state standards and requirements. They should be served by new public roads built by the developer to State standards and dedicated to the State. Recreational facilities and other amenities should be provided. While low density residential areas are typically comprised of traditional neighborhood developments they may also include manufactured housing, free standing townhomes, patio homes and other similar building types.

### **POLICIES FOR LOW DENSITY RESIDENTIAL**

1. All roads should be built to state standards and offered by the developer for inclusion in the state system for maintenance.
2. Lots in new subdivisions abutting County arterial or major collector roads should be provided access onto service or interior roads so as to prevent the stacking of driveways.
3. On site centralized treatment plants to provide public sewer for each subdivision should be encouraged.
4. The density of all new subdivisions to be served by wells and/or septic systems should be determined by the long term carrying capacity of the land. All new lots should have adequate reserve areas in the event of septic system failures.
5. Centralized water systems should be required to provide water to all new subdivisions.
6. All new subdivisions located in prime farmland areas should include adequate buffers to separate residential uses from agricultural operations.
7. Encourage interconnection of residential and commercial developments in order to lessen the traffic loads on arterial roads and provide pedestrian and bicycle linkages.
8. Streets within subdivisions shall be designed to provide interconnections to adjacent vacant land for future subdivision access and circulation.



**ZONING ORDINANCE:**

Special Uses for the A-1 District are set forth in Sec. 25-179. The requested use is referenced as “Short Term Tourist Rental of a Dwelling”.

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 Holyfield Lane which is a private road that is not maintained by VDOT. VDOT has reviewed this request and had no comments given the location of property. Traffic is expected to be light from this proposed use.

**WATER AND SEWER:**

Water is provided to the property by a private well and sewage is managed by a septic system. Real estate records show this house as a three (3) bedroom, however, there is apparently a two (2)



bedroom system currently serving the home. Contingent on the sale of the property, the owner has agreed to expand the existing two (2) bedroom septic system to a four (4) bedroom septic system as required for a four (4) bedroom house. The permits have already been approved and the work is scheduled for August 3, 2020, per the applicant. (See attached documentation). Prior to using the house as a short term rental use, the applicant must provide the County with a report that certifies that the system has been expanded, is functioning properly, and can meet the demands of a four (4) bedroom home. In addition, the owner must obtain a building permit for an alteration and obtain a new certificate of occupancy.

**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 (See attached email from Ronald Wilson, Development Review Coordinator)

**PUBLIC SAFETY**

Franklin County Public Safety and the Fire Marshal have reviewed this request and have no concerns provided upon approval of the requested SUP, the Building Official's office and the Fire Marshal will inspect the structure proposed for short term rental use to ensure that the structure complies with building and fire code requirements for short term rental use (See attached emails from William Ferguson, Director of Public Safety and Jay Mason, Fire Marshal).

The Virginia Department of Health has reviewed the request and will require the applicant to supply additional information to VDH and/or the County regarding the location of the drainfield on the property (See attached email from Brent Williams, Environmental Health Supervisor).

**NOISE**

Staff anticipates minimal noise impacts related to this site due to the location of the home and proximity to other residences.

**RECOMMENDATION**

Staff recommends that the Planning Commission consider and approve the Special Use Permit to allow for the short term tourist rental of a dwelling with the following four (4) conditions:

1. This special use permit authorizing the short term rental dwelling on tax parcel # 0330003609 shall only apply to the existing dwelling on the property. No future dwelling on the property shall be used for short term rental unless this special use permit shall be revised by the Board of Supervisors after review and recommendation of the Planning Commission.
2. The owner shall always comply with the supplementary regulations for short term rentals found in Section 25-138 of the Franklin County Code



3. The County Building Official and Fire Marshall shall inspect the proposed short term rental use within 30 days of the approval of the special use permit for the short term rental. No short term rental of the property shall be authorized until these inspections take place, and the property is found to be compliant with the applicable county building and fire codes.
4. Prior to using the property as a short term rental use, the property owner shall provide documentation from the Virginia Department of Health and Franklin County Building Official that the home and septic system is approved for a four bedroom home.

**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 applicant's request for a Special Use Permit to allow for the short term tourist rental of a dwelling in accordance with Sec. 25-179 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.







# Franklin County

1255 Franklin Street, Suite 103  
Rocky Mount, VA 24151  
Phone: (540)483-3047 Fax: (540)483-6665

Permit	Permit NO. <b>ZONE-07-2020-58438</b>	
	Permit Type: Zoning Form Work Classification: <None> Permit Status: Applied For	
Issue Date: Not Issued	Expiration:	

<b>Owner Information</b> RICHARD DEFOREST  <b>Project Address</b> 450 HOLYFIELD LN MONETA, VA 24121	<b>Address</b> 450 HOLYFIELD LANE MONETA, VA 24121  <b>Zoning</b> A1  <b>District</b> Gille Creek	<b>Phone</b>          <b>Parcel Number</b> 0330003609  <b>Lot/Tract/Section #</b> RT 616	<b>Cell</b>          <b>Applicant</b> RICHARD DEFOREST  <b>Subdivision</b>
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<b>Directions:</b>			
<b>Mechanics Lien Agent</b>	<b>Address</b>	<b>Phone</b>	<b>Fax</b>

<b>Type of Construction</b>	<b>Use Group</b>	<b>Code</b>	<b>Year</b>
<b>Req. Setback Front</b>	<b>Req. Setback Rear</b>	<b>Req. Setback Right</b>	<b>Prop. Setback Left</b>

**Description of Work:** SEPTIC FOR 4 BEDROOM SINGLE FAMILY DWELLING (upgrading 2 bedroom to 4 bedroom)

**Valuation:** \$ 0.00  
**Total Sq Feet:** 0

**Inspection Requests:**  
**(540) 483-3047**

<b>Available Inspections:</b>	<b>Inspection Type:</b> IVR
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# Commonwealth of Virginia

Application for:  Sewage System  Water Supply

Owner Richard DeForest

Mailing Address 450 Holyfield Lane  
Moneta, Va. 24121

Agent Christopher S. Frith

Mailing Address 2767 Wagon Trail Road  
Ridgeway, VA. 24148

Site Address 450 Holyfield Lane  
Moneta, VA. 24121

Directions to Property: 40 East, L-122 North, R-Scruggs Road, R-Emmitt Ln., L-Holyfield Lane to the end

Subdivision N/A Section N/A Block N/A Lot Tract #7

Tax Map 0330003609 Other Property Identification \_\_\_\_\_ Dimension/Acreage of Property 12.04

VDH Use only
Health Department ID# _____
Due Date _____

Phone (540) 537-5770

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Phone (540) 597-0330

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

### Sewage System

Type of Approval: Applicants for new construction are advised to apply for a certification letter to determine if land is suitable for a sewage system and to apply for a construction permit (valid for 18 months) only when ready to build.

Certification Letter  Construction Permit  Voluntary Upgrade  Repair Permit  Minor Modification

#### Proposed Use:

Single Family Home (Number of Bedrooms 4) Multi-Family Dwelling (Total Number of Bedrooms \_\_\_\_\_)

Other (describe) \_\_\_\_\_

Basement?  Yes  No

Walk-out Basement?  Yes  No

Fixtures in Basement  Yes  No

Conditional permit desired?  Yes  No

If yes, which conditions do you want?

Reduced water flow  Limited Occupancy  Intermittent or seasonal use  Temporary use not to exceed 1 year

Do you wish to apply for a betterment loan eligibility letter?  Yes  No \*There is a \$50 fee for determination of eligibility.

### Water Supply

Will the water supply be  Public or  Private?

Is the water supply  Existing or  Proposed?

If proposed, is this a replacement well?  Yes  No

If yes, will the old well be abandoned?  Yes  No

Will any buildings within 50' of the proposed well be termite treated?  Yes  No

Well Type (e.g. domestic use, agricultural, irrigation, etc.) Existing Supply

### All Applicants

Is this property intended to serve as your (owners) principal place of residence?  Yes  No

All applications must be accompanied by private sector evaluations and designs, unless a petition for VDH services is approved. Is a Petition for Service form attached?  Yes  No

In order for VDH to process your application for a sewage system you must attach a plat of the property and a site sketch. For water supplies, a plat of the property is recommended and a site sketch is required. The site sketch should show your property lines, actual and/or proposed buildings and the desired location of your well and/or sewage system. When the site evaluation is conducted the property lines, building location and the proposed well and sewage sites must be clearly marked and the property sufficiently visible to see the topography. I give permission to the Virginia Department of Health to enter onto the property described during normal business hours for the purpose of processing this application and to perform quality assurance checks of evaluations and designs certified by a private sector Onsite Soil Evaluator or Professional Engineer as necessary until the sewage disposal system and/or private water supply has been constructed and approved.

  
Signature of Owner/Agent

7-14-2020

Date

This form contains personal information subject to disclosure under the Freedom of Information Act. Revised 7/1/2019

**OSE/PE Report For:**

Construction Permit     
  Repair Permit     
  Voluntary Upgrade Permit     
  Certification Letter     
  Subdivision Approval

**Property Location:**  
 911 Address: 450 Holyfield Lane City: Moneta  
 Lot Tract 7 Section N/A Subdivision N/A  
 GPIN or Tax Map # 0330003609 Health Dept ID # \_\_\_\_\_  
 Latitude \_\_\_\_\_ Longitude \_\_\_\_\_

**Applicant or Client Mailing Address:**  
 Name: Richard DeForest  
 Street: 450 Holyfield Lane  
 City: Moneta State VA. Zip Code 24121

**Prepared by:**  
 OSE Name Christopher S. Frith, AOSE License # 1940001328  
 Address 2767 Wagon Trail Road  
 City Ridgeway State VA. Zip Code 24148  
 PE Name \_\_\_\_\_ License # \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Date of Report 7-14-2020 Date of Revision #1 \_\_\_\_\_  
 OSE/PE Job # \_\_\_\_\_ Date of Revision #2 \_\_\_\_\_

**Contents/index of this report (e.g., Site Evaluation Summary, Soil Profile Descriptions, Site Sketch, Abbreviated Design, etc.)**

APPLICATION	(4) Plot/Site Sketch
<u>(1) OSE/PE Report</u>	<u>(5) System Specifications</u>
<u>(2) Site &amp; Soil Summary</u>	<u>(6) Abbreviated Design</u>
<u>(3) Profile Descriptions</u>	<u>(7) Owner/Contractor Specifications</u>

**Certification Statement**  
 I hereby certify that the evaluations and/or designs contained herein were conducted in accordance with the applicable provisions of the Sewage Handling and Disposal Regulations (12 VACS-610), the Private Well Regulations (12 VACS-630), the Regulations for Alternative Onsite Sewage Systems (12VACS-613) and all other applicable laws, regulations and policies implemented by the Virginia Department of Health. I further certify that I currently possess any professional license required by the laws and regulations of the Commonwealth that have been duly issued by the applicable agency charged with licensure to perform the work contained herein. The potential for both conventional and alternative onsite sewage systems has been discussed with the owner/applicant.

The work attached to this cover page has been conducted under an exemption to the practice of engineering, specifically the exemption in Code of Virginia Section 54.1-402.A.11

I recommend that a (select one): construction permit  certification letter  subdivision approval  be (select one) Issued   
 repair permit  voluntary upgrade  Denied

OSE/PE Signature  Date 7-14-2020

## Site and Soil Evaluation Report

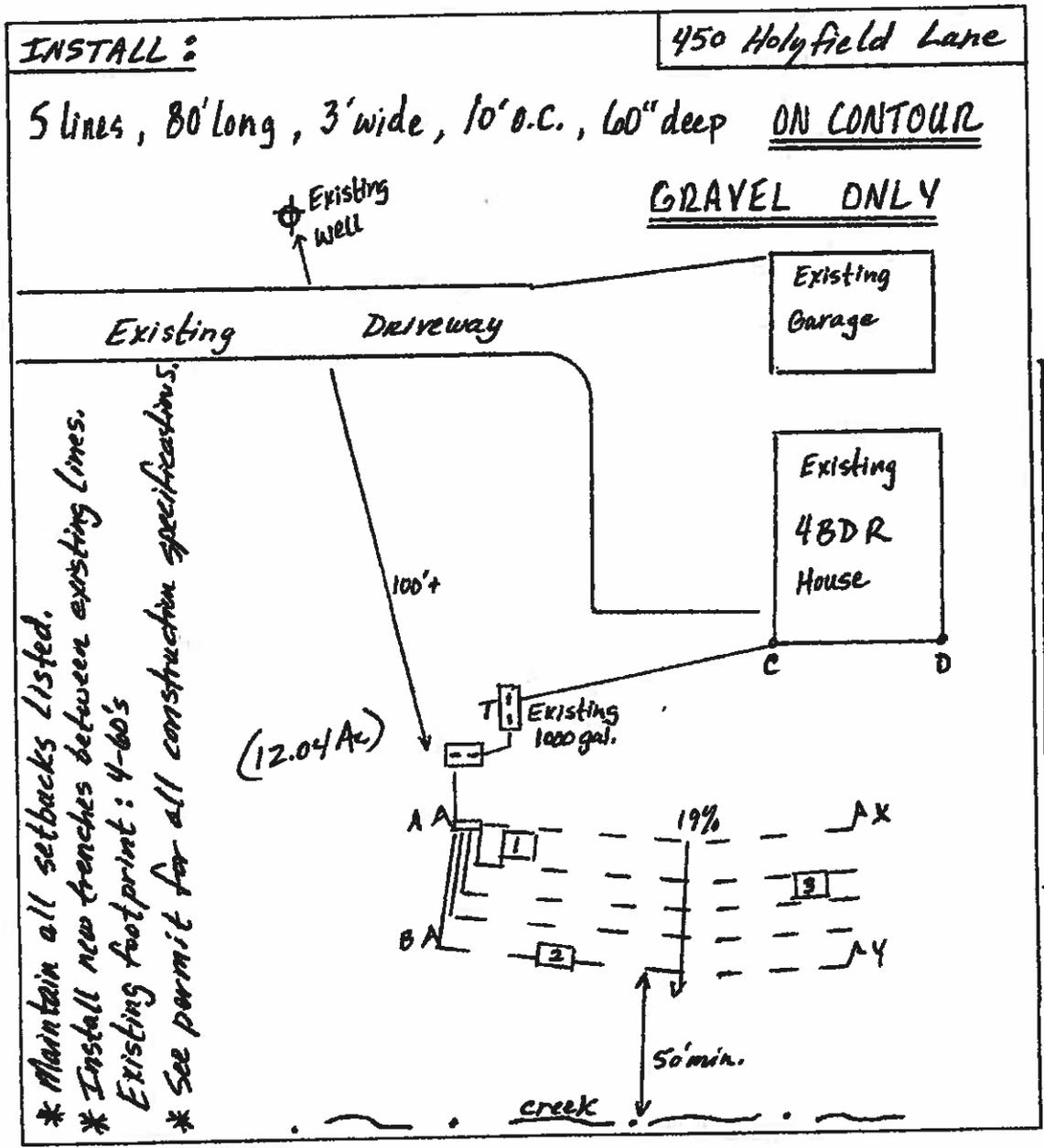
VDH Use Only
HDIN: _____

General Information	
Date: <u>7-14-2020</u>	Franklin County Health Department
Owner: <u>Richard DeForest</u>	Phone: <u>(540) 537-5770</u>
Owner Address: <u>450 Holyfield Lane Moneta, VA. 24121</u>	
Property Address: <u>450 Holyfield Lane Moneta, VA. 24121</u>	
Tax Map/GPIN #: <u>0330003609</u>	
Subdivision: <u>N/A</u>	Section: <u>N/A</u> Block: _____ Lot: <u>Tract 7</u>
Soil Information Summary	
1. Position in landscape satisfactory: <input type="checkbox"/> Yes <input type="checkbox"/> No Describe landscape position: <u>Sideslope</u>	
2. Slope: <u>19</u> %	
3. Depth to rock/impervious strata: Max. _____ in. Min. _____ in. <input checked="" type="checkbox"/> Not observed	
4. Free Water Present: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Range in inches: _____	
5. Depth to seasonal water table (gray mottling or gray color): _____ inches <input checked="" type="checkbox"/> Not observed	
6. Soil percolation rate estimated: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Estimated rate: <u>35-40</u> min/in at <u>60</u> inches depth	
Texture Group: <input type="checkbox"/> I <input checked="" type="checkbox"/> II <input type="checkbox"/> III <input type="checkbox"/> IV	
7. Percolation test performed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide additional data on percolation test results.	
Name and title of evaluator: <u>Christopher S. Frith, AOSE #1940001328</u>	
Signature: <u></u>	
<input checked="" type="checkbox"/> Site approved: <u>Absorption trenches</u> (describe dispersal area, e.g. absorption trenches) dispersing <u>Primary</u> (proposed level of treatment at time of evaluation) to be placed at <u>60</u> (inches) depth at site designated on permit. Site provides a total of <u>1200</u> square feet of absorption area for primary and reserve (if applicable).	
<input type="checkbox"/> Site disapproved: Reasons for rejection (check all that apply)	
1. <input type="checkbox"/> Position in landscape subject to flooding or periodic saturation.	
2. <input type="checkbox"/> Insufficient depth of suitable soil over hard rock.	
3. <input type="checkbox"/> Insufficient depth of suitable soil to seasonal water table.	
4. <input type="checkbox"/> Rates of absorption too slow.	
5. <input type="checkbox"/> Insufficient area of acceptable soil for required absorption area, and/or reserve area.	
6. <input type="checkbox"/> Proposed system too close to well.	
7. <input type="checkbox"/> Other (specify)	



# Construction Drawings

Property ID: 0330003609



\* Maintain all setbacks listed.  
 \* Install new trenches between existing lines.  
 Existing footprint: 4-60's  
 \* See permit for all construction specifications.

AT-  
 AB-  
 AC-  
 AD-  
 BC-  
 BD-  
 CX-  
 DX-  
 CY-  
 DY-

Schematic drawing of sewage disposal system and topographic features. Show the lot lines of the building lot and building site, sketch of property showing any topographic features which may impact on the design of the system, all existing and/or proposed structures including sewage disposal systems and wells within 200 feet of sewage disposal system and reserve area. The scale drawing of the sewage disposal system shall show sewer lines, pretreatment unit, pump station, conveyance system, and subsurface soil absorption system, reserve area, etc. When a nonpublic drinking water supply is to be located on the same lot, show all sources of pollution within 200 feet.

## System Specifications

VDH Use Only  
HDIN: \_\_\_\_\_

<b>Application Information</b>	
Name: <u>Richard DeForest</u>	Address: <u>450 Holyfield Lane</u>
Phone: <u>(540) 537-5770</u>	<u>Moneta, VA, 24121</u>
<b>Location Information</b>	
Tax Map/GPIN #: <u>0330003809</u>	Property Address: <u>450 Holyfield Lane Moneta, VA, 24121</u>
Subdivision: <u>N/A</u>	Section: <u>N/A</u> Block: _____ Lot: <u>Tract 7</u>
Directions: _____	
<b>General Information</b>	
Property Type (e.g. residential): <u>residential</u>	Number of Bedrooms: <u>4</u>
Daily Flow: <u>600</u> gpd	Conditions: _____
Notes: _____	
<b>Sewer Line</b>	
Diameter: <u>4</u> in. Material: <u>Sch. 40 PVC</u> (or equivalent) Notes: _____	
<b>Pretreatment Unit(s)</b>	
Treatment Level: <u>Primary</u>	Septic Tank Capacity: <u>2000</u> gallons
Number of Septic Tanks <u>2</u>	Size of Septic Tank(s) <u>2000 - (2) 1000's</u> gallons
Per the Sewage Handling and Disposal Regulations, check which option(s) chosen:	
<input checked="" type="checkbox"/> Septic tank with inspection port <input type="checkbox"/> Septic tank with effluent filter <input type="checkbox"/> Reduced maintenance septic tank	
Secondary treatment device(s), if applicable: _____	
Notes: <u>Existing 1000 gallon &amp; new 1000 gallon</u>	
<b>Conveyance Line</b>	<b>Distribution Method and Header Lines</b>
Conveyance Method: <u>Gravity</u>	Distribution Method: <u>Distribution box</u>
If pumping, include pump specifications sheet.	No. of boxes: <u>1</u> No. of outlets: <u>10</u>
Material: <u>Sch. 40 PVC</u> Diameter: <u>3"</u>	Surge or splitter box required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Notes: <u>8" per 100' of fall on the line</u>	Header Line Material: <u>4" Sch. 40 or Corugated 1500lb. crush</u>
<b>Percolation Lines/Absorption Area</b>	
Dispersal Method (e.g. laterals, pad, mound): <u>Laterals</u>	
If using pressure dispersal (e.g. drip), include pressure dispersal specifications sheet.	
No. of laterals/pads: <u>5</u>	Length of lateral(s)/pad(s): <u>60</u> ft. Width of lateral(s)/pad(s): <u>36</u> in.
Center to center spacing: <u>10</u> ft.	Installation depth: <u>60</u> in. Aggregate depth: <u>13</u> in.
Size/Type of Aggregate: <u>0.5" - 1.5" crushed stone</u>	Lateral/pad slope: <u>2-4</u> in. per <u>100</u> ft.
Reserve Area Provided: <u>N/A</u> %	Notes: <u>GRAVEL DESIGN ONLY</u>
<b>Please Note:</b> _____	

**Appendix 6**  
Abbreviated Design Form

Tract 7

For use with gravity and pump drainfields, enhanced flow systems and low pressure distribution systems when applying for a certification letter or subdivision approval.

**Design Basis**

- A. Estimated Percolation Rate 35-40
- B. Trench bottom square feet required per bedroom Table 5.4 based on  Gravity  LPD 300
- C. Number of bedrooms 4

**Area Calculations**

- D. Length of trench 80' Length of available area 80'
- E. Width of trench 3'
- F. Number of trenches 5
- G. Center-to-center- spacing 10'
- H. Width required 43' Width of available area 43'  
G(F-1) + E
- I. Total square footage required (line B times line C) 1,200
- J. Square footage in design (D\*E\*F) 1,200
- K. Is a reserve area required?  Yes  No  
50%

**NOTICE TO ALL CONTRACTORS & PROPERTY OWNERS:**

- All Federal Law & State Regulations must be followed when installing this system. Installation must follow OSHA Guidelines.
- **IT IS THE OWNER'S RESPONSIBILITY TO HIRE A DPOR Licensed installer contractor that is required through ALL construction.**
- **DO NOT INSTALL DRAINFIELD'S** or provide clearing services during periods of wet soil conditions. DPOR system installers should review state health regulation 12 VAC 5-610-700 Site Preparation & Alteration to determine suitability prior to installation. Divert all roof drains & surface water away from the D/F area.
- Original grade of the property altered may result in null & void of previous approval to install a sewage disposal system. See Sewage Disposal System location & all specifications.
- Garbage disposals or water softeners are not recommended for onsite sewage disposal systems. These will cause premature failure of the sewage disposal system.
- **Land Clearing resulting in a major change of topography determined by the AOSE could result in a Null & Void of a previously approved site. All hydrophilic trees & shrubs should be removed in & within 10' min. of the D/F area.**
- Divert all surface water and roof drains away from the drainfield area.
- Maintain the proper setback distance with driveways and structures off of the drainfield and reserve areas.
- **All private Well's are to be drilled prior to Drainfield installation. Otherwise subject to an additional \$300 inspection fee**
- **ALL FINAL INSPECTIONS OF DRAINFIELDS REQUIRE 72 hrs. NOTICE (business days)**
- All Sewage Disposal Systems are required to be inspected at the time of install and all trenches are to be left open for inspection prior to covering or the existing permit of approval can be deemed NULL & VOID or REVOKED.
- The Completion Statement for a Sewage Disposal System will not be RELEASED until FULL PAYMENT is received.
- **ANY site or soil conditions of this property that change CAN Null & Void the Permit of approval.**
- **ANY GRAVEL-LESS proposals must be approved by Christopher S. Frith, AOSE (1940001328) prior to being installed.**
- **It is the owner's and contractor's responsibility to ensure that the private well, sewage disposal system, and reserve area are designed & installed on the applicant's property and do not interfere with P.U.E.'s and Easements of any kind.**

## Powell, Hannah

---

**From:** Wilson, Ronald  
**Sent:** Thursday, July 9, 2020 11:22 AM  
**To:** Powell, Hannah  
**Subject:** RE: DRT Meeting

Hannah,

I do not have any issues with either one of these two applications.

Thanks,  
Ronnie

---

**From:** Powell, Hannah <Hannah.Powell@franklincountyva.gov>  
**Sent:** Wednesday, July 8, 2020 8:55 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

Good morning!

Again this month we will not be holding the DRT meeting in the office. Please review the attached applications and send any comments you may have to me, preferably before Friday, July 17<sup>th</sup>. Thanks!!!

*Hannah L. Powell*  
*Administrative Assistant II*  
*Franklin County Planning & Community Development*  
*1255 Franklin Street, Suite 103*  
*Rocky Mount, VA, 24151*  
*540 483 3027 Ext: 2304*  
[hiannah.powell@franklincountyva.gov](mailto:hiannah.powell@franklincountyva.gov)

## Powell, Hannah

---

**From:** Ferguson, William  
**Sent:** Wednesday, July 8, 2020 1:14 PM  
**To:** Powell, Hannah  
**Cc:** Mason, Jay  
**Subject:** RE: DRT Meeting

Hannah:

I have no issues with either provided that the short term rental will be inspected by FMO.

Chief Mason:

Thoughts?

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:** Wednesday, July 8, 2020 8:55 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>  
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*Hannah L. Powell*  
*Administrative Assistant II*

---

*Franklin County Planning & Community Development*  
1255 Franklin Street, Suite 103  
Rocky Mount, VA, 24151  
540 483 3027 Ext: 2304  
[hannah.powell@franklincountyva.gov](mailto:hannah.powell@franklincountyva.gov)

## Powell, Hannah

---

**From:** Mason, Jay  
**Sent:** Thursday, July 9, 2020 10:46 AM  
**To:** Powell, Hannah; aaron.shearer@westernvawater.org; Burnette, Michael; Catlett, Charles; Cooper, Lisa; darrin.doss@vdh.virginia.gov; Ferguson, William; Harrington, Terry; Broughton, John; lisa.lewis@vdot.virginia.gov; nholthouser@aep.com; Pat Regan; Phillips, Jessica; Sandy, Steve; Schmidt, Eric; simon.leray@vdh.virginia.gov; Smith, Don; Whitlow, Christopher; brent.williams@vdh.virginia.gov; Wilson, Ronald  
**Subject:** RE: DRT Meeting

Hannah,

I see no issues with the application for the Carter application.

On the MacDonald Application on short term rental, I would only add they be in compliance with the initial inspection and annual safety inspections by the Building Official and Fire Official as established by the Board of Supervisors.

Thank You,

***J. E. Mason***

Deputy Chief - Fire Marshal

Franklin County Public Safety

1488 Franklin Street

Rocky Mount, VA 24151

Ofc: 540-483-3091

Email: [Jay.Mason@franklincountyva.gov](mailto:Jay.Mason@franklincountyva.gov)

Agency Website: [www.fcpublicsafety.com](http://www.fcpublicsafety.com)



**MEMBER**  
**INTERNATIONAL ASSOCIATION OF FIRE CHIEFS**  
[www.iafc.org](http://www.iafc.org)

---

**From:** Powell, Hannah <Hannah.Powell@franklincountyva.gov>

**Sent:** Wednesday, July 8, 2020 8:55 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

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*Hannah L. Powell*  
*Administrative Assistant II*  
*Franklin County Planning & Community Development*  
*1255 Franklin Street, Suite 103*  
*Rocky Mount, VA, 24151*  
*540 483 3027 Ext: 2304*  
[hannah.powell@franklincountyva.gov](mailto:hannah.powell@franklincountyva.gov)

## Powell, Hannah

---

**From:** Williams, Brent <brent.williams@vdh.virginia.gov>  
**Sent:** Wednesday, July 22, 2020 10:33 AM  
**To:** Powell, Hannah; Franklin, Tina; Broughton, John; Harrington, Terry  
**Subject:** Re: DRT Meeting  
**Attachments:** 133 20 0143 OSE permit.pdf

==== CAUTION: This email is from outside Franklin County Government. Total security is not guaranteed. Remember to use safe practices when using email and other technologies. ====

Sorry for the delay

Carter- they have a permit to relocate their drainfield to another lot- see attached

Deforest- we were not able to find drainfield information listed for the two names in GIS - we would need additional information to locate it in our records or have the owner provide the information to your office

### **Brent Williams**

Environmental Health Supervisor  
West Piedmont Health District  
(o) 540-484-0292 ext. 209  
(f) 540-483-1483

On Wed, Jul 8, 2020 at 8:55 AM Powell, Hannah <[Hannah.Powell@franklincountyva.gov](mailto:Hannah.Powell@franklincountyva.gov)> wrote:

-

Good morning!

-

Again this month we will not be holding the DRT meeting in the office. Please review the attached applications and send any comments you may have to me, preferably before Friday, July 17<sup>th</sup>. Thanks!!!

-

-

Hannah L. Powell

Administrative Assistant II

Franklin County Planning & Community Development

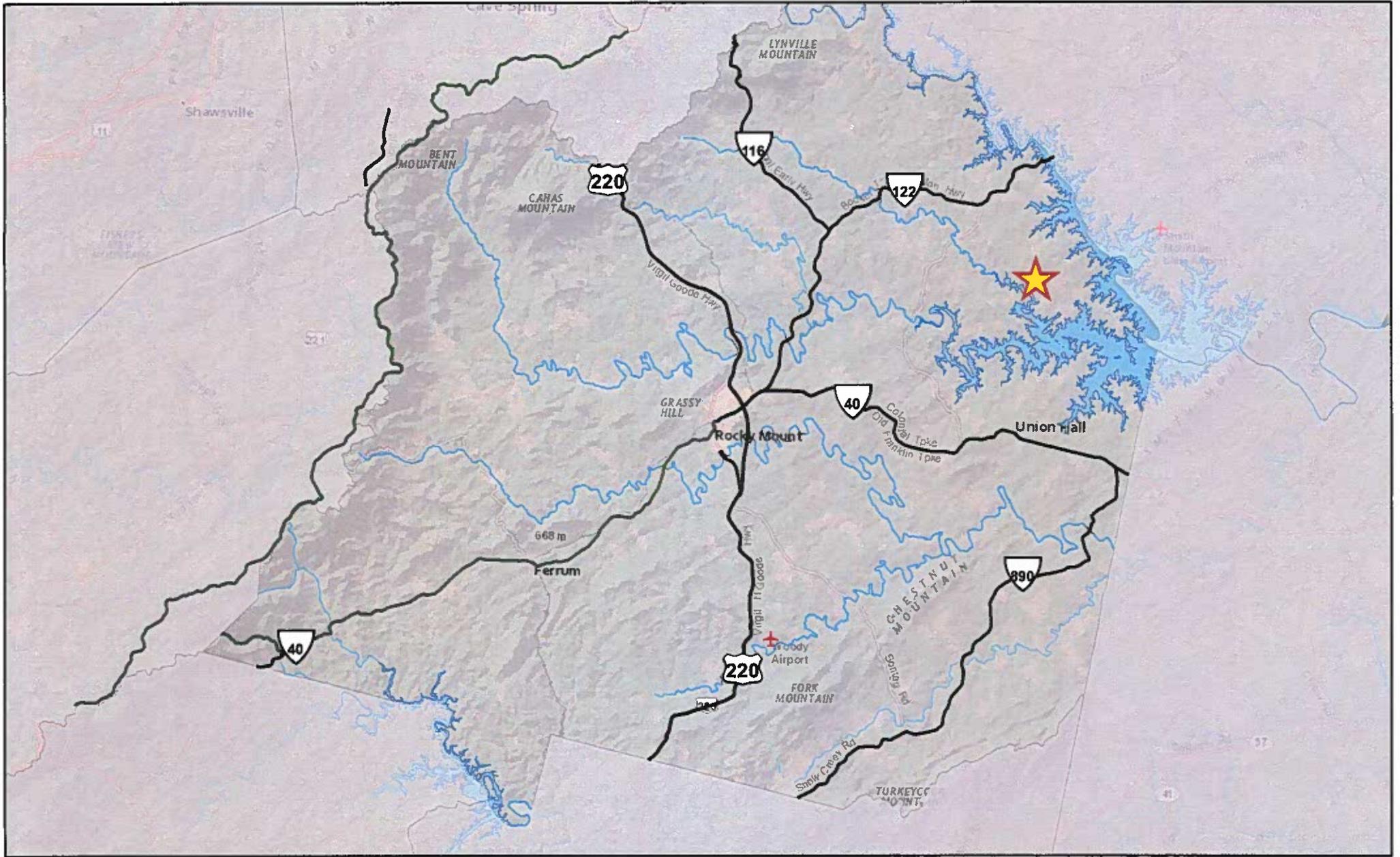
1255 Franklin Street, Suite 103

Rocky Mount, VA, 24151

---

540 483 3027 Ext: 2304

[hannah.powell@franklincountyva.gov](mailto:hannah.powell@franklincountyva.gov)



Tax Map # 0330003609  
 SPEC-07-20-16626  
 Deborah McDonald

 Subject Property Location



0 2.5 5 10 15 20



**Legend**

- |  |   |
|--|---|
|  Parcels        | <b>Zoning Classifications</b>   |
|  Smith Mtn Lake |  A1 - Agricultural                     |
|  |  R1 - Residential Suburban Subdivision |

Tax Map # 0330003609  
 SPEC-07-20-16626  
 Deborah McDonald

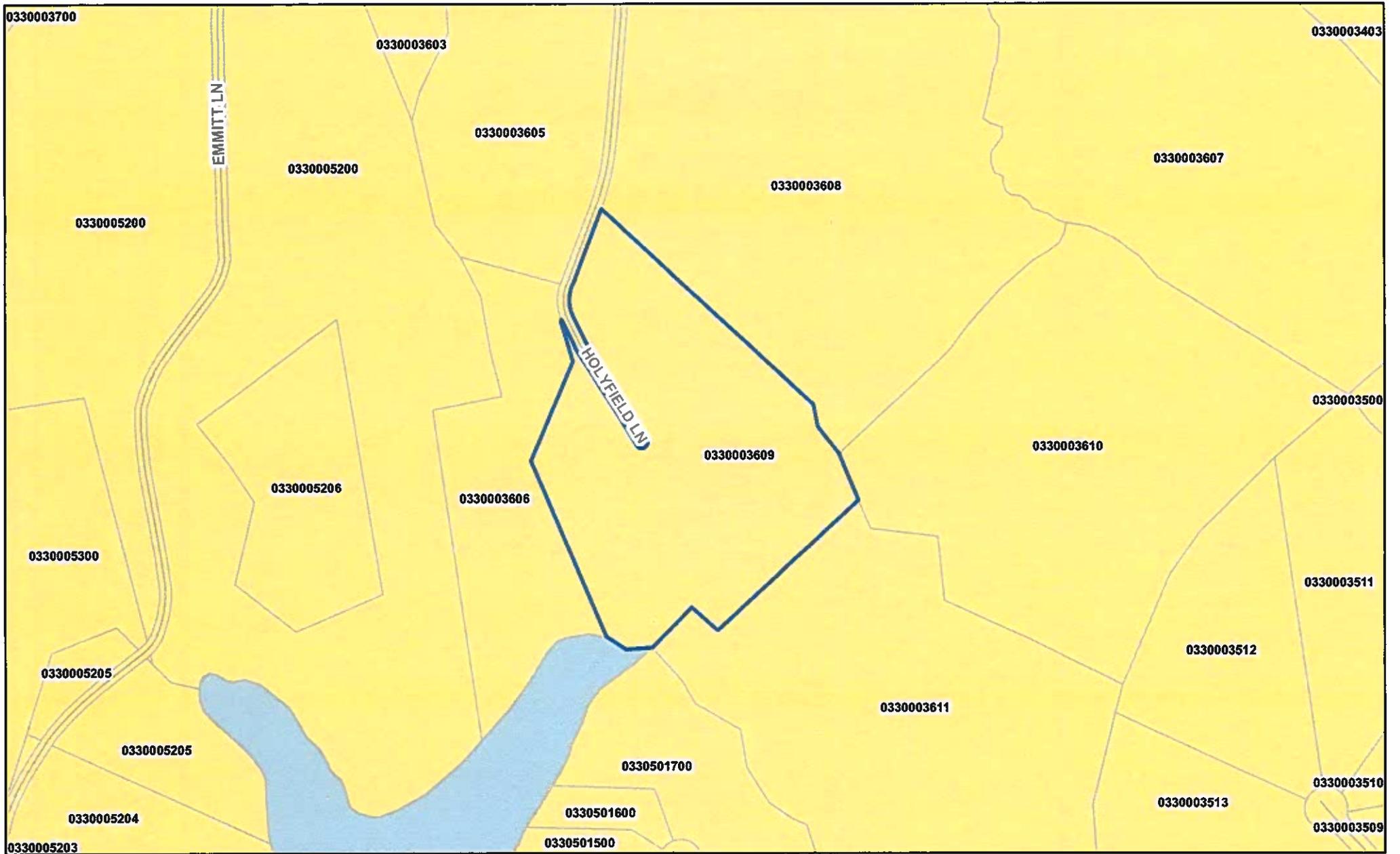
0 165 330 660



Date: 7/23/2020



Franklin Co GIS



**Legend**

-  Subject Property
-  Tax Parcels

Tax Map # 0330003609  
 SPEC-07-20-16626  
 Deborah McDonald

0 335 670



Date: 7/23/2020



Franklin Co GIS



Tax Map # 0330003609  
 SPEC-07-20-16626  
 Deborah McDonald

**Legend**

- Subject Parcel
- Tax Parcels

2017 Pictometry Imagery

0 335 670



7/1/20

To Whom It May Concern,

My proposed use for my special use permit is to utilize my home located at:  
450 Holyfield Lane, Moneta, VA 42121  
for short term rentals.

Thank You,

Deborah MacDonald

~~Deborah MacDonald~~

(310) 766-2682

FRANKLIN COUNTY  
SPECIAL USE PERMIT APPLICATION

(Type or Print)

I/We, DEBORAH MACDONALD 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: DEBORAH MACDONALD  
Petitioner's Address: 450 HOLYFIELD LN, Moneta, VA 24121  
Petitioner's Phone Number: (310) 766-2682  
Petitioner's E-mail: KRISTIEL4U@YAHOO.COM  
Property Owner's Name: RICHARD DEFOREST  
Property Owner's Address: 450 HOLYFIELD LN, Moneta, VA 24121  
Property Owner's Phone Number: 540 721 2300  
Property Owner's E-mail: N/A

Directions to Property from Rocky Mount: NORTHWEST ON FRANKLIN, RIGHT ON MAIN STREET, LEFT ON PELL, LEFT ON RTE 655, LEFT ONTO RTE 834, RIGHT ONTO SCROSS, LEFT ONTO E  
Tax Map and Parcel Number: - 0330003609 *CONTINUE ON HOLYFIELD*  
Magisterial District: Gills Creek

Property Information:

- A. Size 12.04 Acres of \_\_\_\_\_ Property: \_\_\_\_\_
- B. Existing Zoning: A1
- C. Existing Residential Land Use: \_\_\_\_\_
- D. Is property located within any of the following overlay zoning districts: NO  
\_\_\_\_ 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 SHORT TERM RENTALS Land Use: \_\_\_\_\_

B. Size of Proposed Use: 2,199 sq ft  
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): DEBORAH MacDONALD  
Signature of Petitioner: *Deborah Macdonald*  
Date: 6/27/20  
Mailing Address: 105 SUNSET BLVD  
BLACKSBURG, VA 24060  
Telephone: 316-766-2682  
Email Address: KRISTIEL4U@YAHOO.COM  
Owner's consent, if petitioner is not property owner:  
Owner's Name (Print): Richard De Forest  
Signature of Owner: *Richard De Forest*  
Date: 6/29/20

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

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

CHECK #: \_\_\_\_\_  
RECPT. #: \_\_\_\_\_  
AMOUNT: \_\_\_\_\_

1985 MAGNETIC NORTH  
JOB NO. 4939

1. THIS PLAT IS BASED ON A CURRENT FIELD SURVEY.
2. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
3. SUBJECT PROPERTY AS SHOWN DOES NOT FALL WITHIN THE LIMITS OF A H.U.D. DESIGNATED FLOOD HAZARD ZONE. THIS DETERMINATION IS BASED ON THE FLOOD HAZARD MAP AND HAS NOT BEEN VERIFIED BY ACTUAL FIELD ELEVATIONS.
4. THIS PLAT IS SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.
5. PIPE SET ON ALL TRACT CORNERS UNLESS OTHERWISE NOTED.
6. A 15' PUBLIC UTILITY EASEMENT IS GRANTED ALONG ALL TRACT LINES AND ALL ROAD RIGHTS-OF-WAY (7.5' EACH SIDE OF ALL INTERIOR TRACT LINES)
7. TRACTS 3 & 7 HAVE EXISTING WATER AND SEWERAGE SYSTEMS.

THIS SUBDIVISION IS APPROVED FOR INDIVIDUAL ONSITE SEWAGE SYSTEMS IN ACCORDANCE WITH THE PROVISIONS OF THE CODE OF VIRGINIA, AND THE SEWAGE HANDLING AND DISPOSAL REGULATIONS (12 VAC 5-610-10 et seq., the "REGULATIONS"), (AND LOCAL ORDINANCES IF THE LOCALITY HAS AUTHORIZED THE LOCAL HEALTH DEPARTMENT TO ACCEPT PRIVATE EVALUATIONS FOR COMPLIANCE WITH LOCAL ORDINANCES).

THIS SUBDIVISION WAS SUBMITTED TO THE HEALTH DEPARTMENT FOR REVIEW PURSUANT TO 32.1-163.5 OF THE CODE OF VIRGINIA WHICH REQUIRES THE HEALTH DEPARTMENT TO ACCEPT PRIVATE SOIL EVALUATIONS AND DESIGNS FROM AN AUTHORIZED ONSITE SOIL EVALUATOR (AOSE) OR A PROFESSIONAL ENGINEER WORKING IN CONSULTATION WITH AN AOSE FOR RESIDENTIAL DEVELOPMENT. THE DEPARTMENT IS NOT REQUIRED TO PERFORM A FIELD CHECK OF SUCH EVALUATIONS. THIS SUBDIVISION WAS CERTIFIED AS BEING IN COMPLIANCE WITH THE BOARD OF HEALTH'S REGULATIONS BY: STEPHEN D. DAALTON, AOSE #169, TELEPHONE #(540) 637-5696. THIS SUBDIVISION APPROVAL IS ISSUED IN RELIANCE UPON THAT CERTIFICATION.

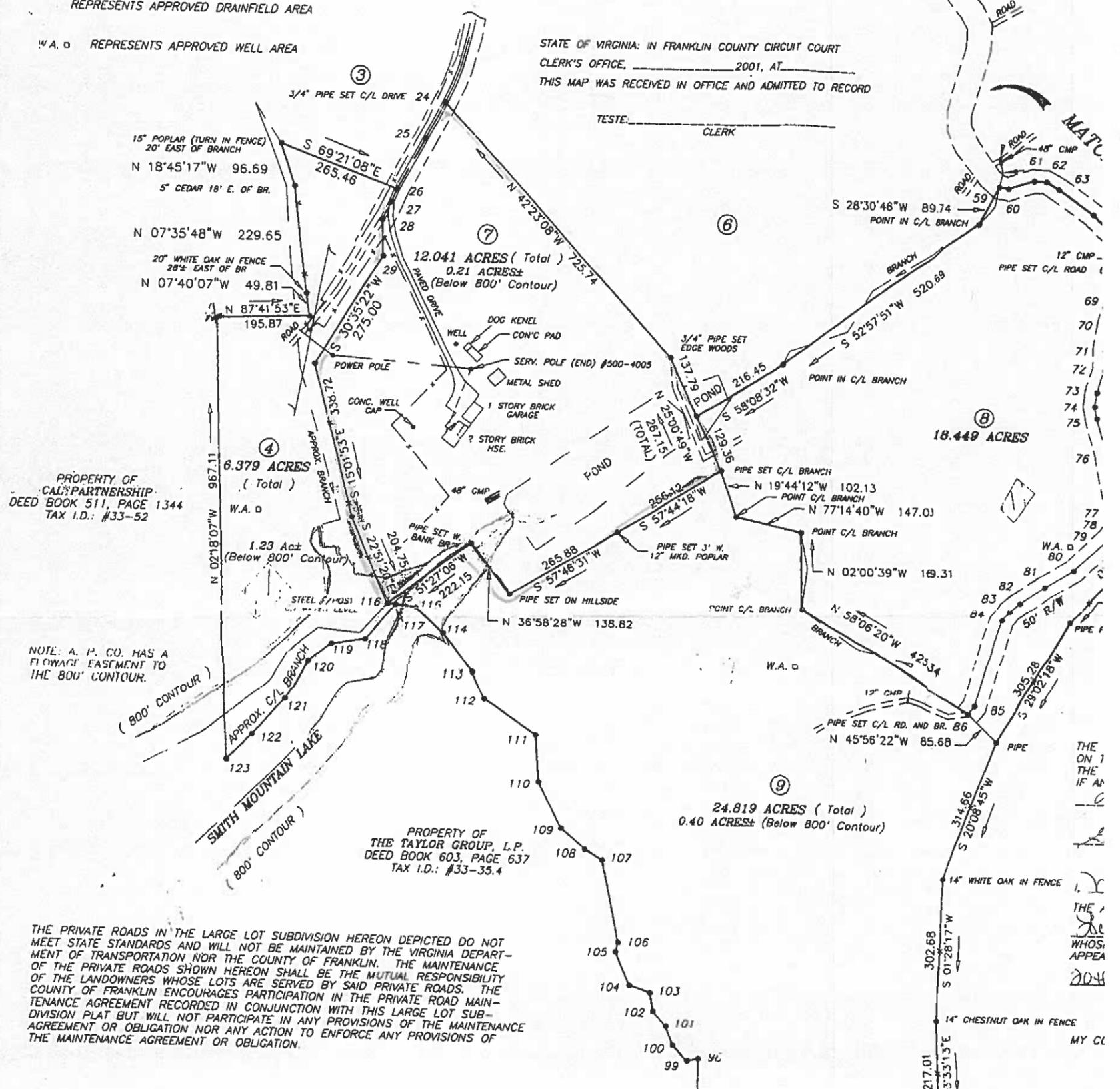
PURSUANT TO 360 OF THE REGULATIONS THIS APPROVAL IS NOT AN ASSURANCE THAT SEWAGE DISPOSAL SYSTEM CONSTRUCTION PERMITS WILL BE ISSUED FOR ANY LOT IN THE SUBDIVISION UNLESS THAT LOT IS SPECIFICALLY IDENTIFIED AS HAVING AN APPROVED SITE FOR AN ONSITE SEWAGE DISPOSAL SYSTEM, AND UNLESS ALL CONDITIONS AND CIRCUMSTANCES ARE PRESENT AT THE TIME OF APPLICATION FOR A PERMIT AS ARE PRESENT AT THE TIME OF THIS APPROVAL. THIS SUBDIVISION MAY CONTAIN LOTS THAT DO NOT HAVE APPROVED SITES FOR ONSITE SEWAGE SYSTEMS.

THIS APPROVAL IS ISSUED IN RELIANCE UPON THE CERTIFICATION THAT APPROVED LOTS ARE SUITABLE FOR "TRADITIONAL SYSTEMS", HOWEVER ACTUAL SYSTEM DESIGNS MAY BE DIFFERENT AT THE TIME CONSTRUCTION PERMITS ARE ISSUED.

REPRESENTS APPROVED DRAINFIELD AREA

W.A. □ REPRESENTS APPROVED WELL AREA

STATE OF VIRGINIA: IN FRANKLIN COUNTY CIRCUIT COURT  
CLERK'S OFFICE, \_\_\_\_\_ 2001, AT \_\_\_\_\_  
THIS MAP WAS RECEIVED IN OFFICE AND ADMITTED TO RECORD



PROPERTY OF CAL'S PARTNERSHIP  
DEED BOOK 511, PAGE 1344  
TAX I.D.: #33-52

PROPERTY OF THE TAYLOR GROUP, L.P.  
DEED BOOK 603, PAGE 637  
TAX I.D.: #33-35.4

NOTE: A. P. CO. HAS A FLOWAGE EASEMENT TO THE 800' CONTOUR.

THE PRIVATE ROADS IN THE LARGE LOT SUBDIVISION HEREON DEPICTED DO NOT MEET STATE STANDARDS AND WILL NOT BE MAINTAINED BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION NOR THE COUNTY OF FRANKLIN. THE MAINTENANCE OF THE PRIVATE ROADS SHOWN HEREON SHALL BE THE MUTUAL RESPONSIBILITY OF THE LANDOWNERS WHOSE LOTS ARE SERVED BY SAID PRIVATE ROADS. THE COUNTY OF FRANKLIN ENCOURAGES PARTICIPATION IN THE PRIVATE ROAD MAINTENANCE AGREEMENT RECORDED IN CONJUNCTION WITH THIS LARGE LOT SUBDIVISION PLAT BUT WILL NOT PARTICIPATE IN ANY PROVISIONS OF THE MAINTENANCE AGREEMENT OR OBLIGATION NOR ANY ACTION TO ENFORCE ANY PROVISIONS OF THE MAINTENANCE AGREEMENT OR OBLIGATION.

LINE TABLE  
NOTE: ALL STATIONS EQUAL ( POINT IN C/L OF A 10' PAVED DRIVE ) UNLESS OTHERWISE NOTED.

STATION NO.	BEARING	DISTANCE
24 - 25	S 26°15'35"W	89.11
25 - 26	S 27°25'48"W	125.69
26 - 27	S 23°11'56"W	29.35
27 - 28	S 26°27'11"W	42.07
28 - 29	S 02°46'32"E	75.61

LINE TABLE  
NOTE: ALL STATIONS EQUAL ( POINT IN C/L OF A 50' R/W ROAD ) UNLESS OTHERWISE NOTED.

STATION NO.	BEARING	DISTANCE
59 - 60	S 83°46'49"E	21.00
60 - 61	N 71°44'06"E	57.96
61 - 62	S 86°40'46"E	26.03
62 - 63	S 59°55'22"E	29.92
63 - 64	S 55°27'02"E	89.64
64 - 65	S 47°01'03"E	55.67
65 - 66	S 41°37'38"E	56.00
66 - 67	S 30°11'47"E	19.38
67 - 68	S 04°00'14"W	18.43
68 - 69	S 24°59'27"W	80.68
69 - 70	S 14°45'02"W	47.86
70 - 71	S 08°05'56"W	57.25
71 - 72	S 00°53'41"E	39.93
72 - 73	S 16°39'05"W	51.13
73 - 74	S 07°52'57"W	30.20
74 - 75	S 10°04'11"E	27.72
75 - 76	S 16°00'08"E	81.44
76 - 77	S 10°53'45"E	127.22

LINE TABLE  
NOTE: ALL STATIONS EQUAL ( POINT IN C/L OF A BRANCH ) UNLESS OTHERWISE NOTED.

STATION NO.	BEARING	DISTANCE
87 - 88	N 78°37'30"W	121.63
88 - 89	N 85°04'55"W	51.95
89 - 90	N 15°18'09"W	35.00
90 - 91	N 52°38'52"W	91.85
91 - 92	N 31°56'39"W	128.74
92 - 93	S 61°25'34"W	47.39
93 - 94	S 88°56'00"W	86.97
94 - 95	N 47°10'04"W	61.30
95 - 96	N 15°18'57"W	68.29
96 - 97	N 28°31'24"W	62.45
97 - 98	N 00°48'52"W	85.98
98 - 99	S 79°30'18"W	24.17
99 - 100	N 45°08'15"W	44.46
100 - 101	N 20°56'38"W	42.63
101 - 102	N 40°53'25"W	43.05
102 - 103	N 10°38'28"W	38.04
103 - 104	N 71°20'42"W	46.19
104 - 105	N 23°11'13"W	78.42
105 - 106	N 13°22'50"E	20.66
106 - 107	N 12°00'17"W	178.88
107 - 108	N 59°30'08"W	43.68
108 - 109	N 48°51'58"W	68.05
109 - 110	N 27°11'04"W	107.97
110 - 111	N 04°39'35"W	99.71
111 - 112	N 55°09'23"W	133.62
112 - 113	N 23°59'05"W	65.47
113 - 114	N 78°37'30"W	121.63

**APPROVED**  
Franklin County  
Planning & Zoning  
by: *[Signature]*  
date: 9/26/02 *[Signature]*





# Franklin County

*A Natural Setting for Opportunity*

## EXECUTIVE SUMMARY

<p><b><u>AGENDA TITLE:</u></b> <i>Proposed Utility Easement in Ferrum</i></p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> <i>Approval of a public utility easement on County property in Ferrum on Tax Parcel # 0800006500</i></p>	<p><b><u>AGENDA DATE:</u></b> September 15, 2020</p> <p><b><u>ACTION:</u></b> NO</p> <p><b><u>INFORMATION:</u></b></p> <p><b><u>ATTACHMENTS:</u></b> YES</p>
<p><b><u>STRATEGIC PLAN FOCUS AREA:</u></b></p> <p><input checked="" type="checkbox"/> <i>Economic Development</i>    <input type="checkbox"/> <i>Financial Stability</i></p> <p><input checked="" type="checkbox"/> <i>Infrastructure</i>    <input type="checkbox"/> <i>Lifelong Learning</i></p> <p><input checked="" type="checkbox"/> <i>Managed Growth</i>    <input type="checkbox"/> <i>Public Safety</i></p> <p><input type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><b><u>CONSENT AGENDA:</u></b> NO</p> <p><b><u>STAFF CONTACT(S):</u></b> <i>Sandy</i></p> <p><b><u>REVIEWED BY:</u></b> <i>Christopher L. Whitlow, County Administrator</i> </p>

### **BACKGROUND:**

Ed & Rebecca Saunders recently purchased a five (5) acre parcel formerly owned by Nancy Waid Nethken (Lady Waid) located at the end of Nature's Own Road. See attached deed. This property is landlocked by the 82-acre County owned property. There is deeded access via a 50-foot easement accessing the property from VA Route 712. However, the property does not have electricity and the new owners would like to get access to electricity therefore, a utility easement is necessary across County property.

### **DISCUSSION:**

The property owners, Ed and Rebecca Sanders, have requested that the County grant a utility easement from Nature's Own Road along the access easement to install underground electric service to the property now owned by the Saunders (Tax Parcel # 0800006601).

This easement will cross the County's 82-acre parcel so County approval is required. Virginia Code Section 15.2-1800 requires the County to conduct a public hearing before granting an easement. The notice of this public hearing has been published in the Franklin News Post to comply with this requirement.

### **RECOMMENDATION:**

Staff respectively recommends that the Board approve the requested easement for electric utility easement along or within the existing 50-foot access easement subject to the following:

- 1) The Sanders pay all legal, surveying, and recording costs, etc. necessary to implement this easement.
- 2) The electricity associated with this request be installed underground.

Staff further requests that the Board authorize the County Administrator and County Attorney to execute all documents necessary.

### **POSSIBLE BOARD ACTIONS:**

**MOTION to APPROVE:**

I make a motion to approve the requested easement for electric utility easement along or within the existing 50-foot access easement subject to the following:

- 1) The Sanders pay all legal, surveying, and recording costs, etc. necessary to implement this easement.
- 2) The electricity associated with this request be installed underground.

and authorize the County Administrator and County Attorney to execute all documents necessary.

**MOTION to TABLE:**

I make a motion to table the requested electric utility easement presented until further information is provided.

**MOTION to DENY:**

I make a motion to deny the requested electric utility easement as presented.

**COUNTY OF FRANKLIN, VIRGINIA  
ANNOUNCEMENT OF PUBLIC HEARING  
TO CONSIDER TRANSFER OF EASEMENT OF COUNTY PROPERTY**

In accordance with the provisions of Section 15.2-1800 of the Code of Virginia, as amended, notice is hereby given to all interested parties that the Board of Supervisors of the County of Franklin, Virginia will conduct a public hearing on a proposed easement for electrical power infrastructure on County property located at 10884 Franklin Street, Ferrum, Virginia with said property identified as Franklin County Tax Map #0800006500. The County of Franklin has been requested to provide an easement to Appalachian Power Company for the location of certain electrical infrastructure and related improvements and rights of way on the property for the benefit of Tax Map # 0800006601.

A copy of the proposed easement agreement is available for review in the Office of Clerk, Madeline L. Sefcik, Clerk, 1255 Franklin Street, Suite 112, Rocky Mount, Virginia.

Said public hearing will be held at approximately **6:00 P.M., Tuesday, September 15, 2020** at the Board of Supervisor's Meeting Room, located at the Franklin County Government Center, 1255 Franklin Street, Suite 104, Rocky Mount, Virginia.

All requests for reasonable accommodations due to a disability should be made to the County with at least a 48 hour notice.

All interested parties are encouraged to attend.

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Madeline L. Sefcik, Clerk  
Franklin County Board of Supervisors

**Sandy, Steve**

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**From:** Ed Saunders <edsaunders84@gmail.com>  
**Sent:** Thursday, June 25, 2020 10:57 AM  
**To:** Sandy, Steve  
**Subject:** 245 Nature's Own Rd

==== CAUTION: This email is from outside Franklin County Government. Total security is not guaranteed. Remember to use safe practices when using email and other technologies. ====

Good morning Steve, per our discussion this morning, we're looking to reach out to the county to help us figure out solutions to the following problems:

We're currently repairing the driveway/easement from Natures Own Rd out to our property in Ferrum. We're spending a considerable amount of time, energy, and money repairing the road. With the recent rain however we've had issues with people taking 4-wheel drive vehicles back there and doing quite a considerable amount of damage to the road. I'd like to limit access to this easement because I don't want damage done to the work that we're doing. Access to the county property is still available from route 40 through the existing county easement. I am certainly happy to provide anyone who may need to use the road for official purposes (EMS/Fire) a key if we put up a gate which would likely be the preferred method of barring entry. Another option may be discussing whether or not we can purchase the current easement so it becomes part of our private property, again I'd still be happy to grant access to ems and fire.

Secondly we need to discuss our recent request to run electricity through the easement. I would certainly like to get a catch-all easement added to our deed that allows the use of our existing right of way for electricity, cable, phone, or internet. The previously discussed purchase of the easement would allow us to forgo that request if it were deemed possible by the county.

Thank you

Ed Saunders

## **County Owned Property – Ferrum**



**Entrance at Nature's Own Road onto County property  
to access Saunders property**

Photos taken 7/9/20

2020 JUN 11 AM 9:39

200003865

BK 1140PG2241

Consideration \$25,000.00

Tax map/parcel #80.-66.1

Grantee Address:

PO Box 547  
Rocky Mount, VA 24088

Document prepared by:  
C. Holland Perdue III  
VSB #81509

Raine & Perdue, PLC  
245 South Main Street  
Rocky Mount, VA 24151

RETURN TO:  
Raine & Perdue PLC

THIS DEED, made and entered into this the 3rd day of June, 2020, by and between ANNELL N. HIERSCHE, ADMINISTRATOR c.t.a. UNDER THE LAST WILL AND TESTAMENT OF LADY WAID f/k/a NANCY WAID NETHKEN (having acquired the property in the name of NANCY ANN WAID NETHKEN) (see Order #02-08-8379 for Name Change recorded in Deed Book 737, at Page 6), Grantor, and EDWARD K. SAUNDERS and REBECCA L. SAUNDERS, husband and wife, as tenants by the entirety with the right of survivorship as at common law, Grantees.

W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION OF THE SUM OF TEN (\$10.00) DOLLARS, cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged/agreed, the said Grantor, does hereby bargain, sell, deed, grant and convey with Special Warranty of Title unto EDWARD K. SAUNDERS and REBECCA L. SAUNDERS, husband and wife, as tenants by the entirety with the right of survivorship as at common law, Grantees, all that certain

RAINE & PERDUE, PLC  
CLYDE HOLLAND PERDUE, III  
EMILY A. OLIVER  
ATTORNEY AT LAW  
245 S. MAIN STREET  
ROCKY MOUNT  
VIRGINIA 24151

BK 1140PG2243

of the Franklin County Circuit Court on March 20, 2002, recorded in the aforesaid Clerk's Office in Deed Book 737, at Page 6. The said Lady Waid a/k/a Nancy Ann Waid Nethken a/k/a Nancy Waid Nethken, departed this life on November 19, 2015, testate, and by her Last Will and Testament (recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Will Book 127, at Page 185) devised the said real estate to The Church of Jesus Christ of Latter Day Saints. The named Executor, The Church of Jesus Christ of Latter Day Saints, failed to qualify, therefore, Annel N. Hiersche (daughter of Lady Waid) qualified as Administrator c.t.a. under the Last Will and Testament of Nancy Waid Nethken now Lady Waid. (Pursuant to Article III of Will, the power to sell was incorporated pursuant to Virginia Code Section 64.1-57.)

This conveyance is made together with and subject unto all easements, rights-of-ways, reservations, restrictions and conditions of record affecting the subject property; specifically unto the terms and conditions of the Final Order recorded in Deed Book 619, at Page 880.

TO HAVE AND TO HOLD unto the said EDWARD K. SAUNDERS and REBECCA L. SAUNDERS, husband and wife, as tenants by the entirety with the right of survivorship as at common law, Grantees, their heirs and assigns, forever.

RAINE & PERDUE, PLLC  
CLYDE HOLLAND PERDUE, III  
EMILY A. OLIVER  
ATTORNEYS AT LAW  
245 S. MAIN STREET  
ROCKY MOUNT  
VIRGINIA 24151

1. LOCAL OFFICERS: 00123 00124 00125 00126 00127 00128 00129 00130 00131 00132 00133 00134 00135 00136 00137 00138 00139 00140 00141 00142 00143 00144 00145 00146 00147 00148 00149 00150 00151 00152 00153 00154 00155 00156 00157 00158 00159 00160 00161 00162 00163 00164 00165 00166 00167 00168 00169 00170 00171 00172 00173 00174 00175 00176 00177 00178 00179 00180 00181 00182 00183 00184 00185 00186 00187 00188 00189 00190 00191 00192 00193 00194 00195 00196 00197 00198 00199 00200
2. TAX REFERENCES: 00123-00145 00146-00168 00169-00191 00192-00214 00215-00237 00238-00260 00261-00283 00284-00306 00307-00329 00330-00352 00353-00375 00376-00398 00399-00421 00422-00444 00445-00467 00468-00490 00491-00513 00514-00536 00537-00559 00560-00582 00583-00605 00606-00628 00629-00651 00652-00674 00675-00697 00698-00720 00721-00743 00744-00766 00767-00789 00790-00812 00813-00835 00836-00858 00859-00881 00882-00904 00905-00927 00928-00950 00951-00973 00974-00996 00997-01019 01020-01042 01043-01065 01066-01088 01089-01111 01112-01134 01135-01157 01158-01180 01181-01203 01204-01226 01227-01249 01250-01272 01273-01295 01296-01318 01319-01341 01342-01364 01365-01387 01388-01410 01411-01433 01434-01456 01457-01479 01480-01502 01503-01525 01526-01548 01549-01571 01572-01594 01595-01617 01618-01640 01641-01663 01664-01686 01687-01709 01710-01732 01733-01755 01756-01778 01779-01801 01802-01824 01825-01847 01848-01870 01871-01893 01894-01916 01917-01939 01940-01962 01963-01985 01986-02008 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13463-13485 13486-13508 13509-13531 13532-13554 13555-13577 13578-13600 13601-13623 13624-13646 13647-13669 13670-13692 13693-13715 13716-13738 13739-13761 13762-13784 13785-13807 13808-13830 13831-13853 13854-13876 13877-13899 13900-13922 13923-13945 13946-13968 13969-13991 13992-14014 14015-14037 14038-14060 14061-14083 14084-14106 14107-14129 14130-14152 14153-14175 14176-14198 14199-14221 14222-14244 14245-14267 14268-14290 14291-14313 14314-14336 14337-14359 14360-14382 14383-14405 14406-14428 14429-14451 14452-14474 14475-14497 14498-14520 14521-14543 14544-14566 14567-14589 14590-14612 14613-14635 14636-14658 14659-14681 14682-14704 14705-14727 14728-14750 14751-14773 14774-14796 14797-14819 14820-14842 14843-14865 14866-14888 14889-14911 14912-14934 14935-14957 14958-14980 14981-15003 15004-15026 15027-15049 15050-15072 15073-15095 15096-15118 15119-15141 15142-15164 15165-15187 15188-15210 15211-15233 15234-15256 15257-15279 15280-15302 15303-15325 15326-15348 15349-15371 15372-15394 15395-15417 15418-15440 15441-15463 15464-15486 15487-15509 15510-15532 15533-15555 15556-15578 15579-15601 15602-15624 15625-15647 15648-15670 15671-15693 15694-15716 15717-15739 15740-15762 15763-15785 15786-15808 15809-15831 15832-15854 15855-15877 15878-15900 15901-15923 15924-15946 15947-15969 15970-15992 15993-16015 16016-16038 16039-16061 16062-16084 16085-16107 16108-16130 16131-16153 16154-16176 16177-16199 16200-16222 16223-16245 16246-16268 16269-16291 16292-16314 16315-16337 16338-16360 16361-16383 16384-16406 16407-16429 16430-16452 16453-16475 16476-16498 16499-16521 16522-16544 16545-16567 16568-16590 16591-16613 16614-16636 16637-16659 16660-16682 16683-16705 16706-16728 16729-16751 16752-16774 16775-16797 16798-16820 16821-16843 16844-16866 16867-16889 16890-16912 16913-16935 16936-16958 16959-16981 16982-17004 17005-17027 17028-17050 17051-17073 17074-17096 17097-17119 17120-17142 17143-17165 17166-17188 17189-17211 17212-17234 17235-17257 17258-17280 17281-17303 17304-17326 17327-17349 17350-17372 17373-17395 17396-17418 17419-17441 17442-17464 17465-17487 17488-17510 17511-17533 17534-17556 17557-17579 17580-17602 17603-17625 17626-17648 17649-17671 17672-17694 17695-17717 17718-17740 17741-17763 17764-17786 17787-17809 17810-17832 17833-17855 17856-17878 17879-17901 17902-17924 17925-17947 17948-17970 17971-17993 17994-18016 18017-18039 18040-18062 18063-18085 18086-18108 18109-18131 18132-18154 18155-18177 18178-18200 18201-18223 18224-18246 18247-18269 18270-18292 18293-18315 18316-18338 18339-18361 18362-18384 18385-18407 18408-18430 18431-18453 18454-18476 18477-18499 18500-18522 18523-18545 18546-18568 18569-18591 18592-18614 18615-18637 18638-18660 18661-18683 18684-18706 18707-18729 18730-18752 18753-18775 18776-18798 18799-18821 18822-18844 18845-18867 18868-18890 18891-18913 18914-18936 18937-18959 18960-18982 18983-19005 19006-19028 19029-19051 19052-19074 19075-19097 19098-19120 19121-19143 19144-19166 19167-19189 19190-19212 19213-19235 19236-19258 19259-19281 19282-19304 19305-19327 19328-19350 19351-19373 19374-19396 19397-19419 19420-19442 19443-19465 19466-19488 19489-19511 19512-19534 19535-19557 19558-19580 19581-19603 19604-19626 19627-19649 19650-19672 19673-19695 19696-19718 19719-19741 19742-19764 19765-19787 19788-19810 19811-19833 19834-19856 19857-19879 19880-19902 19903-19925 19926-19948 19949-19971 19972-19994 19995-20017 20018-20040 20041-20063 20064-20086 20087-20109 20110-20132 20133-20155 20156-20178 20179-20201 20202-20224 20225-20247 20248-20270 20271-20293 20294-20316 20317-20339 20340-20362 20363-20385 20386-20408 20409-20431 20432-20454 20455-20477 20478-20500 20501-20523 20524-20546 20547-20569 20570-20592 20593-20615 20616-20638 20639-20661 20662-20684 20685-20707 20708-20730 20731-20753 20754-20776 20777-20799 20800-20822 20823-20845 20846-20868 20869-20891 20892-20914 20915-20937 20938-20960 20961-20983 20984-21006 21007-21029 21030-21052 21053-21075 21076-21097 21098-21120 21121-21143 21144-21166 21167-21189 21190-21212 21213-21235 21236-21258 21259-21281 21282-21304 21305-21327 21328-21350 21351-21373 21374-21396 21397-21418 21419-21441 21442-21464 21465-21487 21488-21510 21511-21533 21534-21556 21557-21579 21580-21602 21603-21625 21626-21648 21649-21671 21672-21694 21695-21717 21718-21740 21741-21763 21764-21786 21787-21809 21810-21832 21833-21855 21856-21878 21879-21901 21902-21924 21925-21947 21948-21970 21971-21993 21994-22016 22017-22039 22040-22062 22063-22085 22086-22108 22109-22131 22132-22154 22155-22177 22178-22200 22201-22223 22224-22246 22247-22269 22270-22292 22293-22315 22316-22338 22339-22361 22362-22384 22385-22407 22408-22430 22431-22453 22454-22476 22477-22499 22500-22522 22523-22545 22546-22568 22569-22591 22592-22614 22615-22637 22638-22660 22661-22683 22684-22706 22707-22729 22730-227



# 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 – August/July 2020**

<b>ACTIVITY</b>	<b>AUG.</b>	<b>JULY</b>
9-1-1 Calls	2,481	2,515
Calls for Service	2,937	2,929
Average Response	6:04	7:32
Administrative Calls	4,558	4,609
Reportable Offenses	198	206
Criminal Arrest	119	138
Felony Warrants	72	89
Misdemeanor Warrants	114	104
DUI/DUID Arrests	2	4
Traffic Summons	29	10
Radar Summons	6	0
Traffic Warnings	0	0
Hours In Court	64:56	85:17
Hrs. School Security Checks	4:21	4:13
Business Checks	137	182
Training Hours	422	384
Extra Duty Hours	928.75	414
Funerals	26	21
Concealed Weapon Permits	146	250
Scrap Metal Permits	0	0
Emergency Custody Orders	14	18
Temporary Custody Orders	9	12
Civil Papers Served	1,876	1,549
Transports	34	35
Average Local Inmate Count	58	52
Average WVRJ Inmate Count	159	148
Miles Driven	97,548	104,516

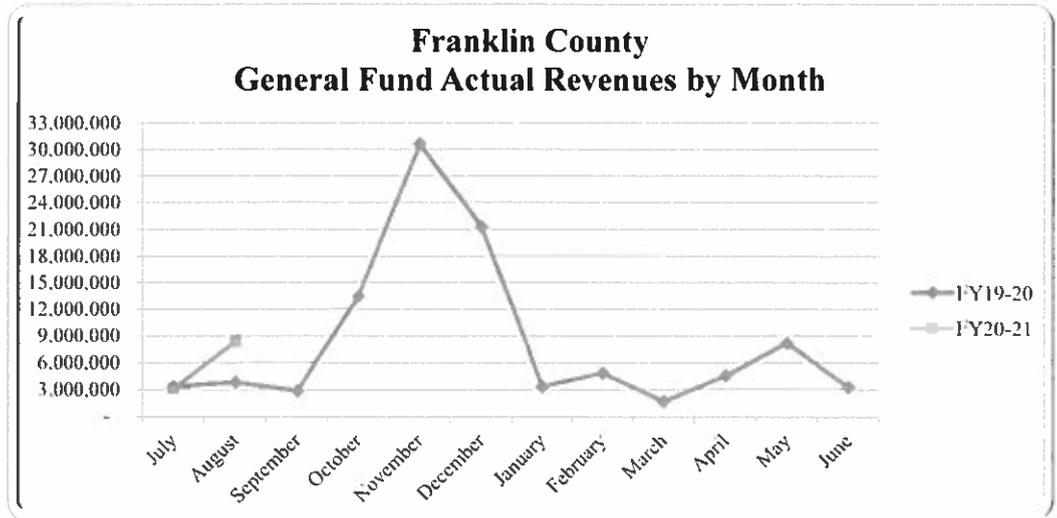
*W. Q. "Bill" Overton, Jr., Sheriff*

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

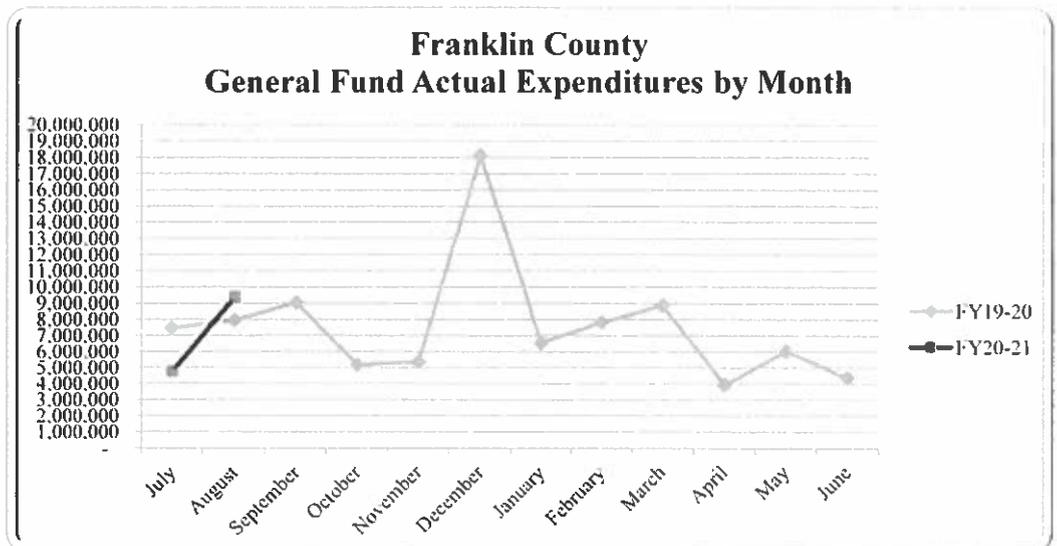
Cash in Office	\$ 2,260.00	
Borrowing Proceeds Held by Trustee	17,216,051.48	
Primary County Checking Account	6,749,579.57	
Money Market Acct	32,097,013.87	
Other Checking, Savings Accounts	\$ 788,309.35	
	<u>56,853,214.27</u>	
<b>General Fund Cash Balance</b>		<b>\$ 26,401,572.29</b>
<b>Designated Funds:</b>		
Federal Asset Forfeiture Fund		137,184.33
Courthouse Maintenance Fund		253,965.52
School Fund		0.00
School Construction Fund		63,091.22
E911 Fund		735,305.97
Law Library		155,389.35
Capital Fund		10,350,335.47
Capital Fund Borrowing Proceeds		17,216,051.48
County Debt Service Fund		564,687.49
Utility Fund		275,594.26
Special Welfare Fund		70,859.54
Treasurer State Fund		2,670.82
Tourism Initiatives		7,500.00
Payroll Clearing Fund		126,624.68
<b>Escrow Accounts:</b>		
Road Funds		0.00
Soil and Erosion Control		488,381.85
Library Endowment Fund		4,000.00
		<b>\$ 56,853,214.27</b>

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

<b>REVENUES:</b>	<b>Budget and Appropriations <u>Current Year</u></b>	<b>Actual Year to Date <u>Revenues</u></b>	<b>Balance To Be <u>Realized</u></b>	<b>Percent <u>of Budget</u></b>
General Property Taxes	56,281,247	603,473	(55,677,774)	1.1%
Other Local Taxes	11,227,943	2,178,675	(9,049,268)	19.4%
Permits, Fees and Licenses	395,241	84,830	(310,411)	21.5%
Fines and Forfeitures	39,501	6,636	(32,865)	16.8%
Revenue from the use of Money and Property	595,318	49,491	(545,827)	8.3%
Charges for Services	2,958,900	511,553	(2,447,347)	17.3%
Miscellaneous Revenue	593,095	139,363	(453,732)	23.5%
Recovered Costs	1,031,428	88,057	(943,371)	8.5%
Revenue from the Commonwealth	14,962,827	7,237,104	(7,725,723)	48.4%
Federal Government	4,209,189	325,282	(3,883,907)	7.7%
<b>Total</b>	<u>92,294,689</u>	<u>11,224,464</u>	<u>(81,070,225)</u>	12.2%
Fund Balance/Carryover Funds		(1,067)		
Federal Revenues	65,218	65,218		
Transfers				
<b>Total General Fund</b>	<u>92,359,907</u>	<u>11,288,615</u>		
<b>Schools</b>				
Cafeteria, Misc, State, Federal	53,320,878	7,230,995	(46,089,883)	13.6%
Local Funding from County	34,417,672	5,799,448	(28,618,224)	16.9%
<b>Total School Fund</b>	<u>87,738,550</u>	<u>13,030,443</u>	<u>(74,708,107)</u>	14.9%
<b>EXPENDITURES:</b>	<b>Budget and Appropriations <u>Current Year</u></b>	<b>Actual Year to Date <u>Expenditures</u></b>	<b>Balance <u>Expended</u></b>	<b>Percent <u>of Budget</u></b>
General and Financial Administration	5,006,427	1,124,516.97	3,881,910	22.5%
Judicial Administration	2,918,541	422,453.68	2,496,087	14.5%
Public Safety (Sheriff, Corrections, Fire, EMS)	14,968,320	2,928,126.40	12,040,194	19.6%
Public Works	4,277,197	484,177.11	3,793,020	11.3%
Health and Welfare	14,984,934	2,535,898.56	12,449,035	16.9%
Parks, Recreation, Libraries, Community Colleges	2,486,816	307,304.01	2,179,512	12.4%
Community Development	3,048,973	506,174.19	2,542,799	16.6%
Transfers to Schools, Capital, Debt	44,668,699	5,799,447.60	38,869,251	13.0%
<b>Total General Fund</b>	<u>92,359,907</u>	<u>14,108,099</u>	<u>78,251,808</u>	15.3%
School Fund	<u>87,738,550</u>	<u>11,681,824</u>	<u>76,056,726</u>	13.3%



	<u>FY19-20</u>	<u>FY20-21</u>
<b>Total Revenues Year to Date</b>	<b>\$6,995,786</b>	<b>\$11,288,615</b>



	<u>FY19-20</u>	<u>FY20-21</u>
<b>Total Expenditures Year to Date</b>	<b>\$15,374,253</b>	<b>\$14,108,099</b>

August -20 Statistics

Open to the public Tu/Wed/Thurs 9-5pm

Curbside pickup M/Fri 9-5pm

Circulation stats:

**Main**

7526 ck'd out/renewed

6490 ck'd in

**Westlake**

2830 ck'd out/renewed

2484 ck'd in

**BKmobile**

284 ck'd out/renewed

168 ck'd in

**10,640** items checked out or renewed in August 2020

9,142 items checked in in August 2020

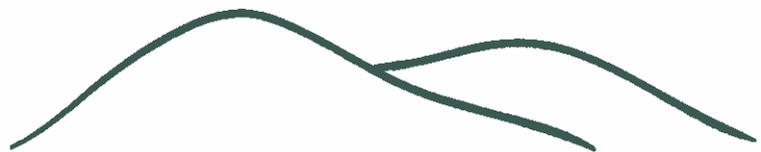
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E-book/Audio book use in August/20:

385 patrons

2298 e-books

1060 audio books



**FRANKLIN COUNTY**

Public Library System

**NO PARKS AND RECREATION  
MONTHLY REPORT**

**PROMOTING SAFE AND STABLE FAMILIES**

<b>STATE ALLOCATION</b>	<b>\$20,000</b>	<b>\$27,923</b>	<b>\$11,981</b>	<b>\$0</b>
<b>BUDGET LINE</b>	<b>86601</b>	<b>86602</b>	<b>86605</b>	<b>86608</b>
	<b>FAMILY</b>	<b>PRESERVATION</b>	<b>REUNIFICATION</b>	<b>FC MONTHLY</b>
	<b>SUPPORT</b>			<b>WORKER VISITS</b>
<b>LOCAL MATCH</b>	<b>15.50%</b>	<b>16%</b>	<b>16%</b>	<b>15.50%</b>
<b>MONTH</b>				
JUNE		\$483.00		
JULY		\$2,825.26		
AUGUST	\$3,006.31	\$3,652.08		
SEPTEMBER				
OCTOBER				
NOVEMBER				
DECEMBER				
JANUARY				
FEBRUARY				
MARCH				
APRIL				
MAY				
<b>YTD EXPENDITURES</b>	<b>\$3,006.31</b>	<b>\$6,960.34</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>REM BALANCE</b>	<b>\$16,993.69</b>	<b>\$20,962.66</b>	<b>\$11,981.00</b>	<b>\$0.00</b>
<b>% REM</b>	<b>84.97%</b>	<b>75.07%</b>	<b>100.00%</b>	<b>#DIV/0!</b>
<b>EXPECTED REIMB</b>	<b>\$2,540.33</b>	<b>\$5,881.49</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>STATE ALLOCATION BUDGET LINE</b>	<b>\$177,069 872</b>	<b>\$7,169 895</b>	<b>\$31,281 833</b>	<b>\$6,978 829</b>	<b>\$8,314 830</b>
	<b>VIEW PURCHASE SERVICES</b>	<b>ADULT PROTECTIVE SERVICES</b>	<b>ADULT SERVICES</b>	<b>FAMILY PRESERVATION (SSBG)</b>	<b>CHILD WELFARE SUBSTANCE ABUSE AND SUPP SERVICES</b>
<b>LOCAL MATCH</b>	<b>15.50%</b>	<b>16%</b>	<b>20%</b>	<b>15.50</b>	<b>15.50</b>
<b>MONTH</b>					
JUNE	\$1,234.21	\$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	\$1,455.00	\$680.96	\$2,055.47	\$0.00	\$1,231.00
SEPTEMBER					
OCTOBER					
NOVEMBER					
DECEMBER					
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
<b>YTD EXPENDITURES</b>	<b>\$5,363.21</b>	<b>\$2,204.67</b>	<b>\$5,392.21</b>	<b>\$47.92</b>	<b>\$3,217.20</b>
<b>REM BALANCE</b>	<b>\$171,705.79</b>	<b>\$4,964.33</b>	<b>\$25,888.79</b>	<b>\$6,930.08</b>	<b>\$5,096.80</b>
<b>% REM</b>	<b>96.97%</b>	<b>69.25%</b>	<b>82.76%</b>	<b>99.31%</b>	<b>61.30%</b>
<b>EXPECTED REIMB</b>	<b>4531.91245</b>	<b>1862.94615</b>	<b>4556.41745</b>	<b>40.4924</b>	<b>2718.534</b>

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	\$48,043.87	\$20,475.71	\$144,698.02	\$6,531.48	
SEPTEMBER					
OCTOBER					
NOVEMBER					
DECEMBER					
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
<b>TOTAL EXPENDITURES</b>	\$148,105.30	\$61,427.13	\$431,708.28	\$11,870.23	\$0.00
<b>REM BALANCE</b>	\$941,553.70	\$162,237.87	\$1,023,112.72	\$35,470.77	\$1,275.00
<b>% REM</b>	86.41%	72.54%	70.33%	74.93%	100.00%
<b>EXPECTED REIMB</b>					

<b>STATE ALLOCATION BUDGET LINE</b>	<b>\$213,060 804 AUXILIARY GRANT</b>	<b>\$1,137 861 EDUCATION &amp; TRAINING VOUCHERS</b>	<b>\$3,601 862 INDEPENDENT LIVING PROGRAM BASIC GRANT</b>	<b>\$0 873 FC APPROVED CHILD WELFARE TRAINING</b>
<b>LOCAL MATCH</b>	<b>20.00%</b>	<b>0%</b>	<b>0%</b>	<b>59.80</b>
<b>MONTH</b>				
JUNE	\$14,825.00		\$102.96	
JULY	\$15,112.00	\$0.00	\$0.00	\$0.00
AUGUST	\$16,702.00			
SEPTEMBER		\$0.00		
OCTOBER				\$0.00
NOVEMBER				
DECEMBER				
JANUARY		\$0.00		
FEBRUARY				
MARCH				
APRIL				
MAY				
<b>YTD EXPENDITURES</b>	<b>\$46,639.00</b>	<b>\$0.00</b>	<b>\$102.96</b>	<b>\$0.00</b>
<b>REM BALANCE</b>	<b>\$166,421.00</b>	<b>\$1,137.00</b>	<b>\$3,498.04</b>	<b>\$0.00</b>
<b>% REM</b>	<b>78.11%</b>	<b>100.00%</b>	<b>97.14%</b>	<b>#DIV/0!</b>

**FY19-20  
COUNTY BUDGET  
ALLOCATION  
\$4,532,688**

<b>STATE ALLOCATION BUDGET LINE</b>	<b>\$2,578,589 855 STAFF &amp; OPERATIONS BASE 15.50%</b>	<b>\$184,937 849 STAFF &amp; OPERATIONS NO LOCAL MATCH</b>	<b>\$1,656,170 858 STAFF &amp; OPERATIONS PASS-THRU 70%</b>	
<b>LOCAL MATCH</b>				
<b>MONTH</b>				<b>CTY REM BALANCE</b>
JUNE	\$358,718.36		\$15,334.51	\$4,158,635.13
JULY	\$347,692.91	\$30,669.02		\$4,184,995.09
AUGUST	\$353,216.41	\$15,637.76		\$3,831,778.68
SEPTEMBER				#VALUE!
OCTOBER				#VALUE!
NOVEMBER				#VALUE!
DECEMBER				#VALUE!
JANUARY				#VALUE!
FEBRUARY				#VALUE!
MARCH				
APRIL				
MAY				
<b>'TD EXPENDITURE:</b>	<b>\$1,059,627.68</b>	<b>\$46,306.78</b>	<b>\$15,334.51</b>	
<b>REM BALANCE</b>	<b>\$1,518,961.32</b>	<b>\$138,630.22</b>	<b>\$1,640,835.49 \$</b>	
<b>% REM</b>	<b>58.91%</b>		<b>99.07%</b>	
<b>EXPECTED REIMB</b>	<b>895385.39</b>		<b>12957.66</b>	<b>#VALUE!</b>



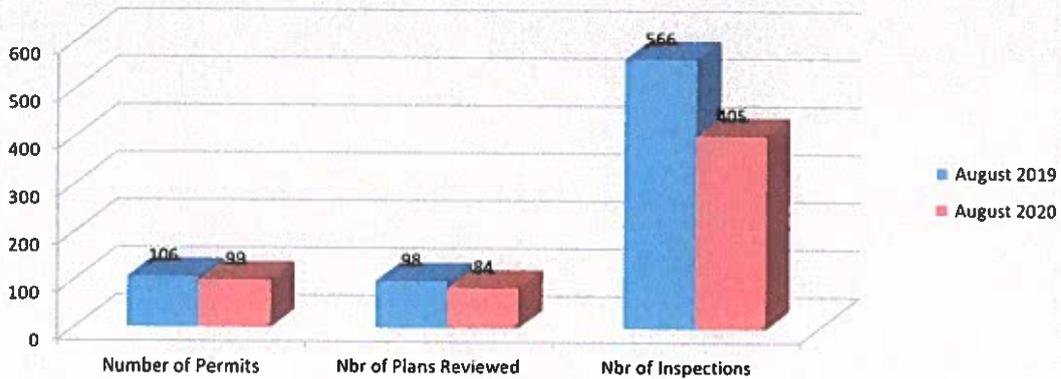
# Franklin County

*A Natural Setting for Opportunity*

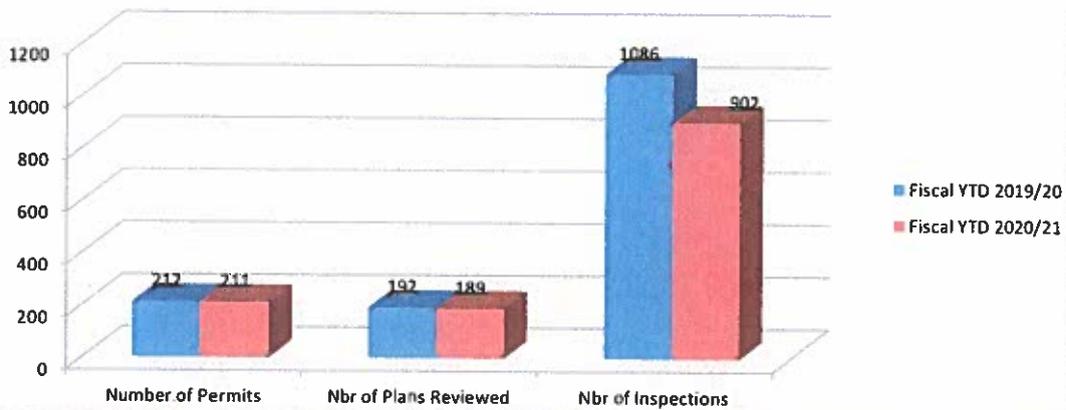
## Building Inspections Department Monthly Report

	August			Fiscal YTD		
	2019	2020	Variances	2020	2021	Variances
Number of Permits	106	99	-7%	212	211	0%
Value of Permits	\$ 6,992,340	\$ 5,926,808	-15%	\$ 20,465,569	\$ 13,085,575	-36%
Nbr of Plans Reviewed	98	84	-14%	192	189	-2%
Nbr of Inspections	566	405	-28%	1086	902	-17%
Miles Driven	2,892	5,756	99%	7,336	11,994	63%
Permit Fees Collected	\$ 34,403	\$ 28,224	-18%	\$ 68,205	\$ 61,379	-10%

### August Comparisons



### Fiscal YTD Comparisons

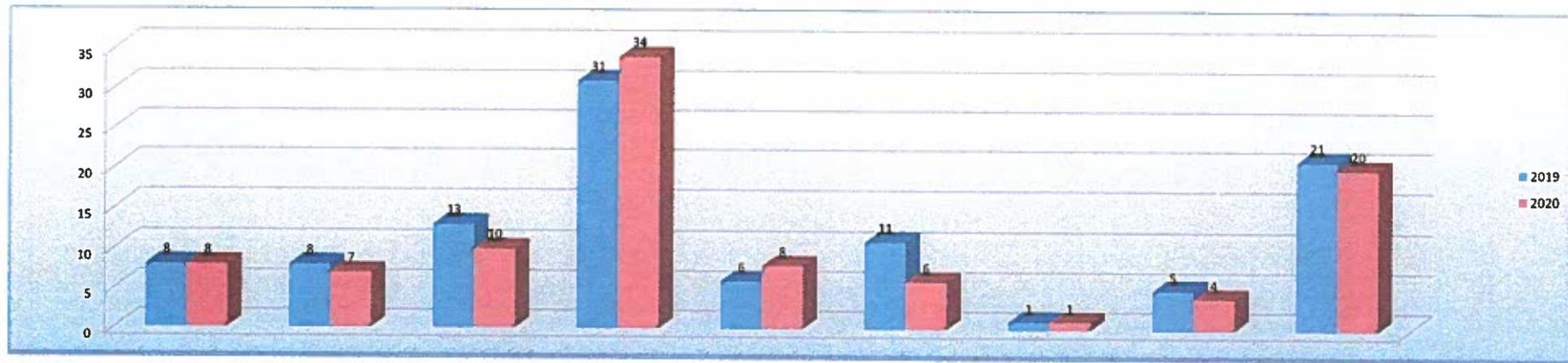


#### Legend for Details on following pages:

Residential		Non-residential	
New	Single Family, Modular, Two Family, Multi-Family	New	Assembly Building, Business, Factory, Hazardous, Industrial Building, Mercantile, New
Mfg Home	Single & Double Wide Manufactured Homes	Additions / Alterations	Additions, Alterations, Decks
Additions/ Alterations	Additions, Alterations, Decks	Docks	Boat Docks (New, Additions, Alterations)
Docks	Boat Docks (New, Additions, Alterations)	Accessory Bldg	Accessory Building, Storage Building, Utility
Accessory Bldg	Accessory Building, Garage/Carport, Barn, Shed, Storage Building		
Retaining Walls	Retaining Wall		
Miscellaneous			
Demolition	Structures & Storage Tanks		
Misc.	Non-residential Retaining Walls, Towers & Antennas, Elevators, Signs		

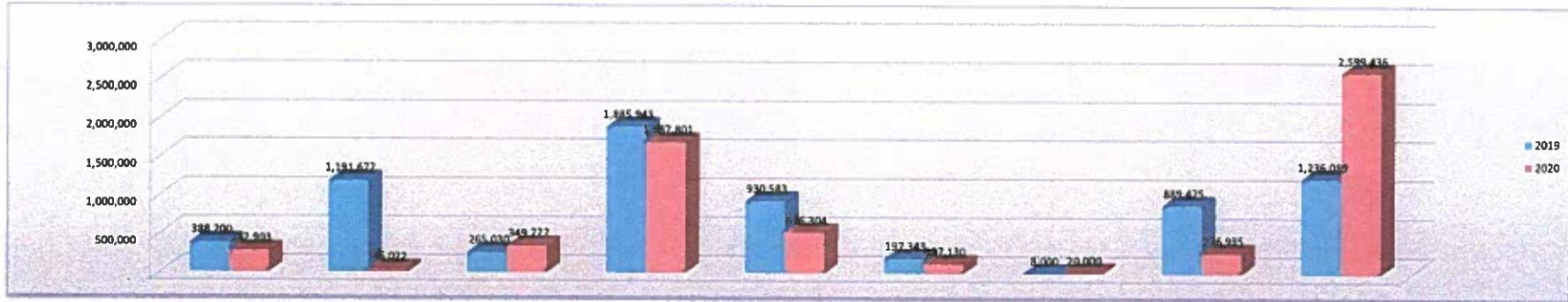
May 2017 - May 2018 -- Building Permit Counts

Permit Types	Blackwater		Blue Ridge		Boone		Gills Creek		Rocky Mount		Snow Creek		Town of Boones Mill		Town of Rocky Mount		Union Hall		Total		Residential	
	Aug-19	Aug-20	Aug-19	Aug-20	Aug-19	Aug-20	Aug-19	Aug-20	Aug-19	Aug-20	Aug-19	Aug-20	Aug-19	Aug-20	Aug-19	Aug-20	Aug-19	Aug-20	2019	2020		
<b>Residential</b>																						
New	1	0	0	0	0	1	5	1	1	1	1	0	0	0	1	2	1	5	10	10	New	
Mfg Home	1	0	2	0	0	0	0	2	0	2	0	0	0	0	0	0	0	3	3	7	Mfg Home	
Additions/ Alterations	1	1	2	0	3	1	11	3	1	1	3	0	0	0	0	1	4	1	25	8	Additions/ Alterations	
Docks	0	0	0	0	0	0	2	7	0	0	0	0	0	0	0	0	2	4	4	11	Docks	
Accessory Bldg	0	0	1	1	3	1	3	7	0	0	0	0	0	0	1	0	4	2	12	11	Accessory Bldg	
Retaining Wall	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	Retaining Wall	
<b>Non-Residential</b>																						
New	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	New
Additions/ Alterations	1	0	1	1	0	0	1	0	0	0	1	1	1	1	0	0	1	0	6	3	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	0	0	0	0	2	0	0	0	0	0	0	0	2	0	Accessory Bldg	
<b>Miscellaneous</b>																						
Demolition	0	0	0	0	0	0	1	1	1	1	0	0	0	0	0	0	2	2	4	4	Demolition	
Misc.	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1	1	Misc.	
Electrical	3	3	2	5	5	3	5	7	3	1	3	4	0	0	0	1	6	2	27	26	Electrical	
Mechanical	0	3	0	0	0	2	1	2	0	2	0	0	0	0	0	0	0	0	1	9	Mechanical	
Signs	0	1	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	3	Signs	
Plumbing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	Plumbing	
Pools	1	0	0	0	2	1	1	1	0	0	1	1	0	0	0	0	0	1	5	4	Pools	
District Totals	8	8	8	7	13	10	31	34	6	8	11	6	1	1	5	4	21	20	104	98	District Totals	
Dist Variance		0%		-13%		-23%		10%		33%		-45%		0%		-20%		-5%		-6%	Dist Variance	



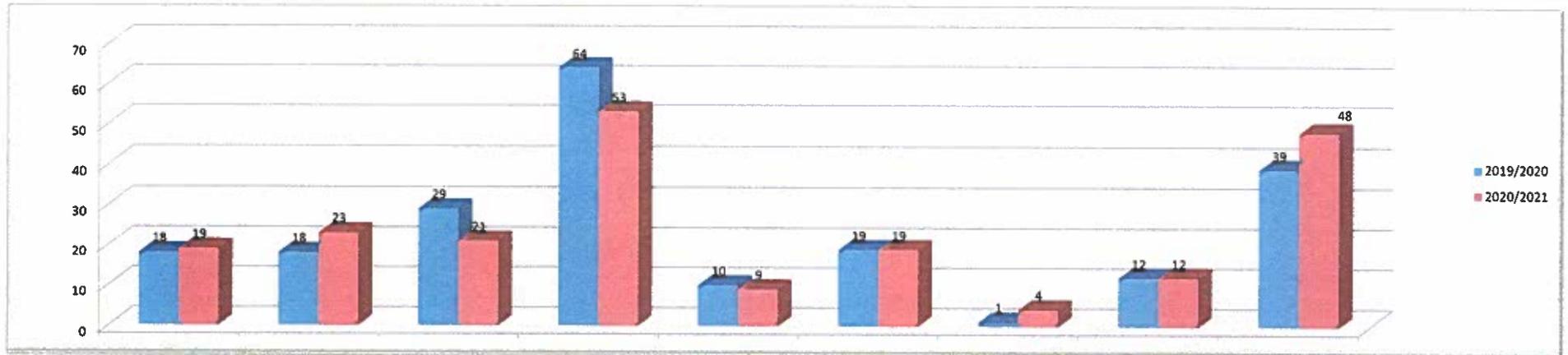
May 2017 - May 2018 - Building Permit Values

Permit Types	Blackwater		Blue Ridge		Boone		Gillis Creek		Rocky Mount		Snow Creek		Town of Boones Mill		Town of Rocky Mount		Union Hall		Total			
	Aug-19	Aug-20	Aug-19	Aug-20	Aug-19	Aug-20	Aug-19	Aug-20	Aug-19	Aug-20	Aug-19	Aug-20	Aug-19	Aug-20	Aug-19	Aug-20	Aug-19	Aug-20	2019	2020		
<b>Residential</b>																						
New	255,000	-	-	-	-	275,000	979,000	415,610	835,983	324,000	80,000	-	-	-	350,000	270,135	854,212	1,874,500	3,354,195	3,159,245	New	
Mfg Home	2,900	-	6,500	-	-	-	-	193,159	-	128,000	-	-	-	-	-	-	-	141,000	9,400	462,159	Mfg Home	
Additions/Alterations	45,000	211,000	34,700	-	115,395	20,000	549,578	259,500	75,000	14,000	46,585	-	-	-	5,000	-	168,896	385,000	1,035,154	894,500	Additions/Alterations	
Docks	-	-	-	-	-	-	117,000	396,550	-	-	-	-	-	-	-	-	54,097	105,925	171,097	502,475	Docks	
Accessory Bldgs	-	-	7,750	10,200	66,500	2,800	188,022	217,000	-	-	-	-	-	7,475	-	-	64,464	60,000	334,211	290,000	Accessory Bldgs	
Retaining Walls	-	-	-	-	-	-	-	80,000	-	-	-	-	-	-	-	-	-	-	-	-	80,000	Retaining Walls
<b>Non-Residential</b>																						
New	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	New
Additions/Alterations	35,000	-	1,141,727	10,285	-	-	7,500	-	-	-	2,500	104,550	8,000	20,000	532,000	-	40,000	-	1,766,727	134,835	Additions/Alterations	
Docks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Docks
Accessory Bldgs	-	-	-	-	-	-	-	-	-	-	55,433	-	-	-	-	-	-	-	55,433	-	Accessory Bldgs	
<b>Miscellaneous</b>																						
Demolition	-	-	-	-	-	-	2,500	2,500	7,000	1,100	-	-	-	-	-	-	20,100	24,000	29,600	27,600	Demolition	
Misc.	-	-	-	-	-	-	500	27,398	-	-	-	-	-	-	-	-	-	500	27,398	500	27,398	Misc
Electrical	10,300	50,253	1,000	24,537	41,025	7,824	33,683	31,865	12,600	43,704	3,725	15,380	-	-	1,800	-	32,820	1,500	135,153	176,863	Electrical	
Mechanical	-	19,150	-	-	-	1,300	1,000	1,650	-	15,500	-	-	-	-	-	-	-	-	1,000	37,600	37,600	Mechanical
Signs	-	2,500	-	-	-	20,000	-	20,000	-	-	-	-	-	-	-	-	-	-	-	-	42,500	Signs
Plumbing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500	-	1,500	-	Plumbing	
Pools	40,000	-	-	-	42,110	22,853	7,160	42,569	-	-	9,100	7,200	-	-	-	-	-	7,511	98,370	80,133	Pools	
<b>District Totals</b>	<b>388,200</b>	<b>282,903</b>	<b>1,191,677</b>	<b>45,022</b>	<b>265,030</b>	<b>349,777</b>	<b>1,885,943</b>	<b>1,687,801</b>	<b>930,583</b>	<b>526,304</b>	<b>197,343</b>	<b>127,130</b>	<b>8,000</b>	<b>20,000</b>	<b>889,475</b>	<b>276,935</b>	<b>1,236,089</b>	<b>2,599,436</b>	<b>6,992,340</b>	<b>5,915,308</b>	<b>District Totals</b>	
<b>Variations</b>		<b>-27%</b>		<b>-96%</b>		<b>32%</b>		<b>-11%</b>		<b>-43%</b>		<b>-36%</b>		<b>150%</b>		<b>-69%</b>		<b>110%</b>		<b>-15%</b>	<b>Variations</b>	



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

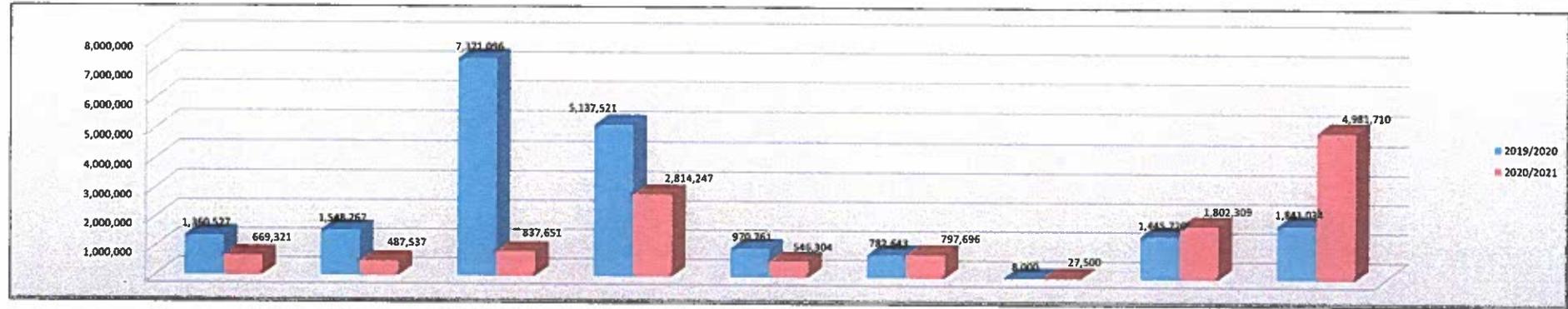
Permit Types	Blackwater		Blue Ridge		Boone		Gills Creek		Rocky Mount		Snow Creek		Town of Boones Mill		Town of Rocky Mount		Union Hall		Fiscal YTD Totals		Residential	
	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021		
<b>Residential</b>																						
New	3	0	1	1	2	3	10	3	1	1	3	2	0	0	1	2	2	10	23	22	New	
Mfg Home	1	2	3	2	1	0	1	2	0	2	0	2	0	0	0	0	1	4	7	14	Mfg Home	
Additions/ Alterations	4	4	5	2	7	2	17	8	3	2	3	2	0	0	1	3	12	8	52	31	Additions/ Alterations	
Docks	0	0	0	0	0	0	9	10	0	0	0	0	0	0	0	0	3	6	12	16	Docks	
Accessory Buildings	1	3	1	2	3	3	7	8	0	0	0	2	0	0	1	0	6	4	19	22	Accessory Buildings	
Retaining Walls	0	0	0	0	0	0	1	1	0	0	0	0	0	0	1	0	0	0	2	1	Retaining Walls	
<b>Non-Residential</b>																						
New	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	1	0	0	2	1	New	
Additions/ Alterations	1	0	1	3	0	0	2	0	0	0	1	1	1	2	6	1	1	0	13	7	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	3	0	0	0	0	1	0	0	4	1	Accessory Buildings	
<b>Miscellaneous</b>																						
Demolition	0	0	0	1	1	0	1	1	1	1	0	1	0	0	1	0	4	2	8	6	Demolition	
Misc.	1	0	0	0	1	0	2	1	0	0	0	0	0	0	0	0	0	0	4	1	Misc.	
Electrical	6	5	7	11	10	6	9	14	4	1	7	6	0	1	1	4	9	9	53	57	Electrical	
Mechanical	0	3	0	1	1	3	1	3	0	2	0	1	0	1	0	0	0	2	2	16	Mechanical	
Signs	0	1	0	0	0	1	0	1	1	0	0	0	0	0	0	0	0	0	1	3	Signs	
Plumbing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	Plumbing	
Pools	1	1	0	0	2	3	3	1	0	0	1	2	0	0	0	0	0	2	7	9	Pools	
<b>District Totals</b>	<b>18</b>	<b>19</b>	<b>18</b>	<b>23</b>	<b>29</b>	<b>21</b>	<b>64</b>	<b>53</b>	<b>10</b>	<b>9</b>	<b>19</b>	<b>19</b>	<b>1</b>	<b>4</b>	<b>12</b>	<b>12</b>	<b>39</b>	<b>48</b>	<b>210</b>	<b>208</b>	<b>District Totals</b>	
<b>Dist Variance</b>		<b>6%</b>		<b>28%</b>		<b>-28%</b>		<b>-17%</b>		<b>-10%</b>		<b>0%</b>		<b>300%</b>		<b>0%</b>		<b>23%</b>		<b>-1%</b>	<b>Dist Variance</b>	



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

Fiscal YTD - 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	
<b>Residential</b>																					
New	788,500	-	50,000	240,315	417,457	663,175	2,836,000	1,084,978	835,983	324,000	347,000	392,000	-	-	350,000	270,135	1,104,212	3,730,742	6,729,152	6,705,345	New
Mfg Home	2,900	199,000	42,500	6,500	101,000	-	85,200	193,159	-	128,000	-	145,200	-	-	-	-	71,488	271,000	303,088	942,859	Mfg Home
Additions/Alterations	161,682	309,668	102,890	24,500	183,628	24,500	1,105,194	452,686	110,000	34,000	46,585	46,778	-	-	53,000	27,000	310,300	501,250	2,073,279	1,420,382	Additions/Alterations
Docks	-	-	-	-	-	-	468,150	630,787	-	-	-	-	-	-	-	-	54,597	123,400	522,747	754,187	Docks
Accessory Buildings	12,000	82,000	7,750	40,200	66,500	13,400	297,059	226,715	-	-	-	36,388	-	-	7,475	-	189,464	259,057	580,248	657,760	Accessory Buildings
Retaining Walls	-	-	-	-	-	-	20,000	80,000	-	-	-	-	-	-	7,000	-	-	-	27,000	80,000	Retaining Walls
<b>Non-Residential</b>																					
New	-	-	-	-	6,500,000	-	-	-	-	-	180,000	-	-	-	-	540,860	-	-	6,680,000	540,860	New
Additions/Alterations	35,000	-	1,141,727	133,285	-	-	108,482	-	-	-	2,500	104,550	8,000	25,000	1,008,624	109,314	40,000	-	2,344,333	372,149	Additions/Alterations
Docks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Docks
Accessory Buildings	-	-	-	-	-	-	108,000	-	-	-	175,433	-	-	-	-	850,000	-	-	283,433	850,000	Accessory Buildings
<b>Miscellaneous</b>																					
Demolition	-	-	-	8,000	1,000	-	2,500	2,500	7,000	1,100	-	2,500	-	-	-	-	23,200	24,000	45,700	38,100	Demolition
Misc.	292,670	-	-	-	3,200	-	6,000	27,398	-	-	-	-	-	-	-	-	-	-	301,870	27,398	Misc.
Electrical	27,775	51,903	203,400	33,737	48,815	12,564	84,243	51,155	12,950	43,704	22,025	21,130	-	2,500	7,621	5,000	46,273	53,900	453,102	275,593	Electrical
Mechanical	-	19,150	-	1,000	7,386	8,615	1,000	2,300	-	15,500	-	250	-	-	-	-	-	1,750	8,386	48,565	Mechanical
Signs	-	2,500	-	-	-	20,000	-	20,000	4,828	-	-	-	-	-	-	-	-	-	4,828	42,500	Signs
Plumbing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500	1,100	1,500	1,100	Plumbing
Pools	40,000	5,100	-	-	42,110	95,397	15,693	42,569	-	-	9,100	48,900	-	-	-	-	-	15,511	106,903	207,477	Pools
<b>District Totals</b>	<b>1,360,527</b>	<b>669,321</b>	<b>1,548,267</b>	<b>487,537</b>	<b>7,371,096</b>	<b>837,651</b>	<b>5,137,521</b>	<b>2,814,247</b>	<b>970,761</b>	<b>546,304</b>	<b>782,643</b>	<b>797,696</b>	<b>8,000</b>	<b>27,500</b>	<b>1,445,720</b>	<b>1,802,309</b>	<b>1,841,034</b>	<b>4,981,710</b>	<b>20,465,569</b>	<b>12,964,275</b>	<b>District Totals</b>
<b>Variances</b>		<b>-51%</b>		<b>-69%</b>		<b>-89%</b>		<b>-45%</b>		<b>-44%</b>		<b>2%</b>		<b>244%</b>		<b>25%</b>		<b>171%</b>		<b>-37%</b>	<b>Variances</b>



Franklin County Animal Shelter-Live Release Rate		2020 Sept		
		DOGS	CATS	TOTAL
A	BEGINNING SHELTER COUNT (9/1/18)	0	0	0
INTAKE (Live Dogs & Cats Only)				
B	From the Public (Strays picked up, Owner Relinquish, Seized & Bite cases)	0	0	0
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]	0	0	0
G	Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only)	0	0	0
H	ADJUSTED TOTAL INTAKE [F minus G]	0	0	0
ADOPTIONS		0	0	0
I	ADOPTIONS	0	0	0
J	OUTGOING TRANSFERS to Organizations within Community/Coalition (FC Humane Soc./Planned Pethood)	0	0	0
K	OUTGOING TRANSFERS to Organizations outside Community/Coalition (Angels/M-HC SPCA)	0	0	0
L	RETURN TO OWNER/GUARDIAN	0	0	0
DOGS & CATS EUTHANIZED				
M	Healthy (Includes Owner/Guardian Requested Euthanasia)	0	0	0
N	Treatable – Rehabilitatable (Includes Owner/Guardian Requested Euthanasia)	0	0	0
O	Treatable – Manageable (Includes Owner/Guardian Requested Euthanasia)	0	0	0
P	Unhealthy & Untreatable (Includes Owner/Guardian Requested Euthanasia)	0	0	0
Q	Total Euthanasia [M + N + O + P]	0	0	0
R	Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only)	0	0	0
S	ADJUSTED TOTAL EUTHANASIA [Q minus R]	0	0	0
T	SUBTOTAL OUTCOMES [(I+J+K+L+S) Excludes Owner requested Euth (Unhealthy & Untreatable Only)]	0	0	0
U	DIED OR LOST IN SHELTER/CARE	0	0	0
V	TOTAL OUTCOMES [T + U] (Excludes Owner Requested Euthanasia (Unhealthy & Untreatable Only))	0	0	0
W	ENDING SHELTER COUNT (9/30/18)	0	0	0
Monthly Live Release Rate Calculation for Franklin Co. Animal Shelter				
[(I + J + K + L) / (T)]		#DIV/0!	#####	#DIV/0!



	ANIMAL CONTROL DATA 2018 --- (Page 2)												
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC	TOTAL
<b>DISPOSITION OF ANIMALS:</b>													
<b>DOGS</b>													
Reclaimed by Owner	7	7	8	4	4	8	6	8	0	0	0	0	52
\$ FROM DOGS RECLAIMED	\$0.00	\$163.00	\$130.00	\$0.00	\$17.50	\$297.50	\$137.50	\$107.50	\$0.00	\$0.00	\$0.00	\$0.00	\$853.00
Adopted	11	9	0	4	7	5	5	18	0	0	0	0	59
\$ FROM DOGS ADOPTED	\$275.00	\$175.00	\$0.00	\$50.00	\$150.00	\$125.00	\$125.00	\$450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,350.00
Transferred to Other Facility	16	19	10	9	8	15	14	3	0	0	0	0	94
Died in Facility/DOA	0	0	0	0	0	0	0	0	0	0	0	0	0
Euthanized	1	3	8	0	0	2	0	0	0	0	0	0	14
Escaped	0	0	0	0	0	0	0	0	0	0	0	0	0
On hand end of month	9	13	6	10	7	5	6	14	0	0	0	0	0
<b>CATS</b>													
Reclaimed by Owner	0	0	0	0	0	0	0	1	0	0	0	0	1
\$ CATS RECLAIMED	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Adopted	16	1	4	0	0	2	11	28	0	0	0	0	62
\$ CATS ADOPTED	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transferred to Other Facility	1	14	1	0	13	3	1	15	0	0	0	0	48
Died in Facility/DOA	0	0	0	0	0	0	0	0	0	0	0	0	0
Euthanized	5	0	1	0	2	2	1	8	0	0	0	0	19
Escaped	0	0	0	0	0	0	0	0	0	0	0	0	0
On hand end of month	6	0	0	3	2	5	7	18	0	0	0	0	41
<b>CONVICTION DATA:</b>													
SUMMONS ISSUED	10	0	6	0	0	5	4	0	0	0	0	0	25
CONVICTIONS	9	10	0	0	0	6	2	0	0	0	0	0	27
\$ FROM CONVICTIONS	\$460.00	\$450.00	\$0.00	\$0.00	\$0.00	\$120.00	\$40.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,070.00
<b>OFFICER DATA:</b>													
HOURS WORKED	300.00	300.00	340.00	320.00	250.00	310.00	320.00	280.00	0.00	0.00	0.00	0.00	2420.00
OVERTIME HOURS	10.00	7.00	6.00	7.00	82.00	7.00	9.00	15.50	0.00	0.00	0.00	0.00	143.50
MILEAGE	3952	3746	4035	3225	2529	3497	2992	3124	0	0	0	0	27100.00
Total Revenue From													
Animal Control:	\$735.00	\$788.00	\$130.00	\$50.00	\$167.50	\$542.50	\$302.50	\$557.50	\$0.00	\$0.00	\$0.00	\$0.00	\$3,273.00