

February 5, 2016
03:33 PM

Grayson County
Check Register By Check Date

Page No: 1

Range of Checking Accts: 100GENERAL to 100GENERAL Range of Check Dates: 01/15/16 to 02/11/16
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
100GENERAL					
31413	01/29/16	AFLAC005 Aflac	1,349.63		181
31414	01/29/16	AMER0010 American Heritage Life Ins Co	155.12		181
31415	01/29/16	ANTH0010 Anthem Blue Cross/Blue Shield	73,273.84		181
31416	01/29/16	BOST0005 Boston Mutual Life Ins Co	559.70		181
31417	01/29/16	ING00005 Ing	400.00		181
31418	01/29/16	MINNE005 Minnesota Life	428.87		181
31419	01/29/16	UNIT0010 United Way Virginia Highlands	159.25		181
31420	01/29/16	VAAS0015 VACORP	52.76		181
31421	01/29/16	VALIC005 Valic	2,300.00		181
31422	01/29/16	ADAMS005 Adams Building Supply	13.23		182
31423	01/29/16	ALANT005 ALAN TYE & ASSOCIATES, LC	720.20		182
31424	01/29/16	ANDER005 Anderson & Associates, Inc	3,570.00		182
31425	01/29/16	ANNAF005 Anna F. Meade	5,625.00		182
31426	01/29/16	ANTH0010 Anthem Blue Cross/Blue Shield	498.65		182
31427	01/29/16	APPAL005 Appalachian Power	846.41		182
31428	01/29/16	BKTUN005 Bkt Uniforms	717.86		182

31429	01/29/16	BLUE0010 Blue Ridge Energies, LLC	196.12		182
31430	01/29/16	CARQU005 Carquest Of Alleghany	165.69		182
31431	01/29/16	CENT0010 Century Link	2,152.50		182
31432	01/29/16	CENT0015 Century Link	18.30		182
31433	01/29/16	CENTU005 Century Link	1,114.70		182
31434	01/29/16	CINTA005 Cintas Corp, #532	283.12		182
31435	01/29/16	COMCA005 Comcast Corporation	173.13		182
31436	01/29/16	COPPE005 Copperhead Graphics	2,600.00		182
31437	01/29/16	DAY3C005 Day 3 Construction	27,500.00		182
31438	01/29/16	DEPT0005 Dept Of Criminal Justice Serv	6,789.58		182
31439	01/29/16	FLORE005 Flores & Associates, LLC	2,090.31		182
31440	01/29/16	FOODC005 Food City, Store #866	95.01		182
31441	01/29/16	GAZET005 Gazette Press, Inc	220.00		182
31442	01/29/16	GRAY0040 Grayson Co Health Dept	43,346.75		182
31443	01/29/16	GRAY0055 Grayson Co School Board	0.00	01/29/16 VOID	0
31444	01/29/16	GRAY0055 Grayson Co School Board	2,409.75		182
31445	01/29/16	INDE0015 Independence Tire Co	128.30		182
31446	01/29/16	INDE0030 Independence Lumber Co	13,013.58	01/29/16 VOID	182 (Reason: damaged check)
31447	01/29/16	LEONA005 Leonard'S Copy Systems, Inc	45.00		182
31448	01/29/16	LINGO005 Lingo Networks	76.79		182
31449	01/29/16	MANSF005 Mansfield Oil Company	1,611.54		182
31450	01/29/16	MTR00020 Mt Rogers Planning Dist Comm	8,000.00		182
31451	01/29/16	NEWRO030 New River Valley Reg Jail	71,980.75		182
31452	01/29/16	PAPER005 Paper Clip	0.00	01/29/16 VOID	0
31453	01/29/16	PAPER005 Paper Clip	1,208.57		182
31454	01/29/16	PIED0010 Piedmont Truck Center, Inc	2,793.13		182
31455	01/29/16	PITNE005 Pitney Bowes	150.00		182
31456	01/29/16	POST0010 Postmaster	49.00		182
31457	01/29/16	POWER005 Powers Fence Co.	550.06		182
31458	01/29/16	PRIN0015 Printelect	54.25		182
31459	01/29/16	RIXEY005 Rixey'S Market	35.75		182
31460	01/29/16	SAFLA005 SafLab	55.50		182
31461	01/29/16	SANDS005 Sands Anderson Pc	666.00		182
31462	01/29/16	SUSA0015 Susan Herrington	856.49		182
31463	01/29/16	SUSA0020 Susan Hodges	452.52		182
31464	01/29/16	SYMB005 SYMBOL ARTS	705.00		182
31465	01/29/16	TESSC005 TESSCO INCORPORATED	466.14		182
31466	01/29/16	THEGA005 The Gazette C/O Landmark Comm.	1,089.07	01/29/16 VOID	182 (Reason: DUPLICATE PAYMENT)
31467	01/29/16	TOWN0010 Town Of Independence	85.48		182
31468	01/29/16	TWINC005 Twin Co Airport Commission	9,979.77		182
31469	01/29/16	USCELO05 Us cellular	2,274.88		182
31470	01/29/16	VAAS0015 VACORP	616.00		182
31471	01/29/16	VADEP005 Va Dept Of Motor Vehicles	200.00		182
31472	01/29/16	VAEMP005 Va Employment Commission	23.33		182
31473	01/29/16	VAGOV005 Va Government Finance Off Asso	35.00		182
31474	01/29/16	WORDS005 wordsprint, Inc.	606.19	02/05/16 VOID	182 (Reason: wrong vendor)
31475	01/29/16	WORKF005 WORKFORCE UNLIMITED, LLC	651.31		182
31476	01/29/16	XEROX005 Xerox Corporation	493.70		182
31477	01/29/16	INDE0030 Independence Lumber Co	13,013.58		189
31478	02/04/16	SMYTH010 Smyth County 4-H	2,437.50		190
31479	02/04/16	WASHI005 Washington Co 4-H Devel. Assoc	7,500.00		190
31480	02/11/16	ADAMS005 Adams Building Supply	73.96		191
31481	02/11/16	ANNNDI005 ANN DIAMOND	30.00		191
31482	02/11/16	APPAL005 Appalachian Power	0.00	02/11/16 VOID	0
31483	02/11/16	APPAL005 Appalachian Power	6,553.66		191
31484	02/11/16	BBTIR005 B & B Tire Service, Inc	3,465.68		191

31485	02/11/16	BLUE0010	Blue Ridge Energies, Llc	384.03		191
31486	02/11/16	BRADC005	BRAD CHAMBERS	9.73		191
31487	02/11/16	BURSA005	Bursar's Office	14,369.91		191
31488	02/11/16	CAPIT010	CAPITAL AUTO GROUP INC	97,606.00		191
31489	02/11/16	CARQU005	carquest Of Alleghany	506.25		191
31490	02/11/16	CARR0020	Carroll-Grayson-Galax Solid Wa	25,048.50		191
31491	02/11/16	CENT0015	Century Link	162.32		191
31492	02/11/16	CENTU005	century Link	1,500.37		191
31493	02/11/16	CINTA005	Cintas Corp, #532	912.47		191
31494	02/11/16	CITY0010	City of Galax	7,937.70		191
31495	02/11/16	CNASU005	Cna Surety	1,750.00		191
31496	02/11/16	DANNY005	Danny Smith	15.23		191
31497	02/11/16	DAVID030	DAVID TRUITT	30.00		191
31498	02/11/16	DISTR005	District Iii Governmental Coop	8,854.00		191
31499	02/11/16	DRMIK005	DR. MIKE FARISS	219.95		191
31500	02/11/16	ELECT005	Electronic Systems inc.	66.24		191
31501	02/11/16	FIELD005	Fielder Electric Motor Repair	69.12		191
31502	02/11/16	FLEET005	Fleetpride	690.18		191
31503	02/11/16	FLORE005	Flores & Associates, Llc	1,292.66		191
31504	02/11/16	GALA0025	Galax Grayson Ems	39,170.87		191
31505	02/11/16	GALLS005	Galls, Llc	145.00		191
31506	02/11/16	GRAY0055	Grayson Co School Board	657.69		191
31507	02/11/16	GRAY0060	Grayson Co Sheriff's Office	608.60		191
31508	02/11/16	GRAY0090	Grayson Law Firm, Pc	42.12		191
31509	02/11/16	GRAY0100	Gray Service Center	131.63		191
31510	02/11/16	HICOK005	Hicok, Fern, Brown & Garcia Cpas	2,980.00		191
31511	02/11/16	HIGHM005	High Mountain Designs, Llc	200.00		191
31512	02/11/16	HIGHW005	Highway Information Media, Llc	360.00		191
31513	02/11/16	INDE0015	Independence Tire Co	323.45		191
31514	02/11/16	INTER005	International Association Of C	150.00		191
31515	02/11/16	JFGRI005	JF GRIFFIN PUBLISHING LLC	1,500.00		191
31516	02/11/16	JOYLJ005	JOY L. JONES	30.00		191
31517	02/11/16	KELLY010	Kelly Haga	362.93		191
31518	02/11/16	LARR0020	Larry's Small Engine Repair	18.00		191
31519	02/11/16	LEONA005	Leonard's Copy Systems, Inc	159.16		191
31520	02/11/16	LINEB005	Lineberry's Garage & Wrecker	2,431.45		191
31521	02/11/16	LOWES005	Lowe's Home Centers	205.69		191
31522	02/11/16	MANSF005	Mansfield Oil Company	8,528.10		191
31523	02/11/16	MATTH010	Matthews Living History Farm	839.37		191
31524	02/11/16	MERRI005	Merritt Supply, Inc	22.05		191
31525	02/11/16	MOBIL005	MOBILE COMMUNICATION INC	162.00		191
31526	02/11/16	MODE0010	Modern Impressions	230.00		191
31527	02/11/16	MODER005	Modern Impressions	42.31		191
31528	02/11/16	MTRGO005	Mt Rogers Community Service Bd	12,750.00		191
31529	02/11/16	MWPRI005	M&W Printers, Inc.	196.11		191
31530	02/11/16	NAPAA005	NAPA AUTO OF INDEPENDENCE	188.30		191
31531	02/11/16	NEWRO025	New River Valley Juvenile Dete	190.00		191
31532	02/11/16	NWCID005	Nwcd, Inc	247.46		191
31533	02/11/16	PAPER005	Paper Clip	0.00	02/11/16 VOID	0
31534	02/11/16	PAPER005	Paper Clip	916.73		191
31535	02/11/16	PEACE005	Peace Of Mind Counseling	420.00		191
31536	02/11/16	PIED0010	Piedmont Truck Center, Inc	1,556.79		191
31537	02/11/16	PLUMB005	Plumbmaster, Inc	94.68		191
31538	02/11/16	PROF0010	Professional Networks, Inc	30.00		191

31539	02/11/16	RIDAB005	Rid-A-Bug Exterminating Co	55.00		191
31540	02/11/16	ROBERTS	Roberts Plumbing Electric & Ba	75.00		191
31541	02/11/16	ROBIO010	Robinson, Farmer, Cox Assoc	39,100.00		191
31542	02/11/16	RONNIO10	RONNIE HALSEY	30.00		191
31543	02/11/16	SANDS005	Sands Anderson Pc	5,806.50		191
31544	02/11/16	SOUT0015	Southeast Energy, Inc	751.90		191
31545	02/11/16	SPORT005	BSN SPORTS	703.20		191
31546	02/11/16	SPRIN005	Spring Valley Graphics	580.00		191
31547	02/11/16	STATE005	State Electric Supply Co	120.34		191
31548	02/11/16	SUNT0010	Suntrust Bank	0.00	02/11/16 VOID	0
31549	02/11/16	SUNT0010	Suntrust Bank	0.00	02/11/16 VOID	0
31550	02/11/16	SUNT0010	Suntrust Bank	6,789.56		191
31551	02/11/16	TARHE005	Tar Heel Basement Systems	2,150.00		191
31552	02/11/16	TESSC005	TESSCO INCORPORATED	39.01		191
31553	02/11/16	THEDE005	The Declaration	191.72		191
31554	02/11/16	THEGA005	The Gazette C/O Landmark Comm.	723.16		191
31555	02/11/16	THEGAZ	The Gazette	163.00		191
31556	02/11/16	THEGU005	The Gun Shop	2,234.83		191
31557	02/11/16	TOWN0010	Town Of Independence	20.08		191
31558	02/11/16	TRICO005	Tri-County Glass, Inc	705.85		191
31559	02/11/16	TRUCK010	TruckPro-TPS-Colfax	19.34		191
31560	02/11/16	ULINE005	Uline	191.86		191
31561	02/11/16	UNIT0010	United Way Virginia Highlands	120.00		191
31562	02/11/16	VADEP005	Va Dept Of Motor Vehicles	80.00		191
31563	02/11/16	VOTER005	Voter Registrar'S Assoc Of Va	170.00		191
31564	02/11/16	WILHE005	WILHELM AUTO UPHOLSTERY	300.00		191
31565	02/11/16	WORKF005	WORKFORCE UNLIMITED, LLC	496.26		191
31566	02/11/16	XEROX005	Xerox Corporation	573.17		191

100GENERAL		Continued			
Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
Checks:	145	9	616,649.05	14,708.84	
Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	
Total:	145	9	616,649.05	14,708.84	

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
Checks:	145	9	616,649.05	14,708.84	
Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	
Total:	145	9	616,649.05	14,708.84	

Grayson County Board of Supervisors
Regular Meeting
February 11, 2016

Members attending were: Kenneth R. Belton, Glen E. Rosenbaum, John S. Fant and Michael S. Hash. Brenda R. Sutherland was unable to attend.

IN RE: CONSENT AGENDA

Glen E. Rosenbaum made the motion to approve the consent agenda; duly seconded by John S. Fant. Motion carried 4-0.

IN RE: REPORTS, PRESENTATIONS OR REQUEST(S)

Kelly Wilmore, Superintendent of Grayson County Schools, spoke regarding an additional budget appropriation memo (listed below) for the Grayson County School Board to replace lights and to paint facilities. Johns S. Fant inquired on where this money would come from; per Mitchell L. Smith, Deputy County Administrator, it will come out of the CIP. Michael S. Hash made the motion to approve the request; duly seconded by John S. Fant. Motion carried 4-0.

MEMORANDUM

TO: THE GRAYSON COUNTY BOARD OF SUPERVISORS

FROM: JONATHAN D. SWEET, COUNTY ADMINISTRATOR

RE: RECOMMENDATION – SCHOOL BOARD APPROPRIATION

DATE: FRIDAY, FEBRUARY 5TH, 2016

The Grayson County School Board has made a request for an additional budget appropriation by way of memo prepared and submitted by Superintendent Wilmore and dated February 3rd, 2016.

In understanding the purpose of the project and the need for these funds, it is my recommendation that the Board obliges the request and puts forth an additional budget appropriation to the Grayson County School Board for the sole purpose as specifically described in said memo, and that such funds in the amount of \$11,685 be appropriated and transferred from the County's Capital Improvement Fund.

Thank you for your serious consideration of my recommendation and please do not hesitate to contact me with any questions you may have regarding this matter.

Attachment – School Board Appropriation Request

To: Jonathan Sweet/Grayson County
From: Kelly Wilmore
Date: February 3, 2016
Subject: Request for funding for lights and paint

I am requesting funding for 75 LED 2X4 replacement lights at a cost of roughly \$9,750. All quotes are right at a cost of \$130 each to cover the locker room areas, hallways of the downstairs gym, and cafeteria.

I am also requesting paint to cover the high school hallways, cafeteria, and locker room areas.

We will need 30 gallons of white, 30 gallons of navy, and 20 gallons of gold. We also need 20 gallons of blocker. Total cost is (\$21 a gallon) \$1,680 and double blocker \$85 for 5 gallons, 15 gallons needed, \$255.

Total paint cost: **1,935**
Total lights request: **\$9,750**
Total request: **\$11,685**

I am kindly asking the county to fully fund this amount as the school division will be providing all labor for these much needed changes.

IN RE: OLD BUSINESS

- PROPOSED APPROPRIATION OF PUBLIC FUNDS POLICY

Mitchell L. Smith noted to the Board that this has been on the agenda for the past couple of meetings (memo listed below) and also drew their attention to the highlighted areas regarding agencies requesting funding (listed below). Kenneth R. Belton commented that the agency shouldn't have to get an audit completed before coming to the Board requesting funds. John S. Fant noted that he would like to do "will" (under important notice) instead of may – he feels the Board owes the agency a reason why they are not receiving funding. Glen E. Rosenbaum inquired about the "ceiling" and Kenneth R. Belton noted that the cap has been removed; that the Board can look at each request individually. Michael S. Hash noted that this ensures good stewards of the co. Kenneth R. Belton noted concerns on "will" or "may" under the important notice section. John S. Fant made the motion to adopt with noted changes and that staff will continue to do what they have been doing which is responding if an agency requests a reason for denial; duly seconded by Michael S. Hash. Motion carried 4-0.

MEMORANDUM

TO: THE GRAYSON COUNTY BOARD OF SUPERVISORS
FROM: JONATHAN D. SWEET, COUNTY ADMINISTRATOR

RE: [PROPOSED] APPROPRIATION OF PUBLIC FUNDS POLICY

DATE: WEDNESDAY, FEBRUARY 3RD, 2016

At the previous direction of former Supervisor Sexton, a proposed county policy for annual county budget appropriations to organizations, agencies or entities requesting funding was drafted and a briefing memo was prepared for the Board. Since then, the item has been before the Board on two separate occasions (Dec. and Jan. monthly BOS meetings). The Board directed staff to continue to work on the proposed policy and provide recommendations for improvements. Attached, please find a revised proposed policy for appropriation of public funds for your review and subsequent consideration.

Please do not hesitate to contact me with any questions you may have regarding the proposed policy or the highlighted recommended changes - Thank you.

County of Grayson, Virginia
Appropriation of Public Funds Policy

I. Purpose

The Board of Supervisors of Grayson County often desires to provide financial support for the activities of non-county agencies and organizations that promote economic and community development, enhance the lives of County citizens and/or improves or supports the operations of County government. This Appropriation of Public Funds Policy is intended to assist the Board with their fiduciary duties and responsibilities and furthermore aid in the prudent and consistent evaluation of funding requests.

II. Procedures

For non-county agencies and organizations requesting funding consideration from the Board of Supervisors, written requests will be required and shall include:

- Information about the agency or organization requesting funding and its Mission
- A complete description of the project(s) or activities the requested funding will be utilized for and specifically enumerate which applicable Comprehensive Plan Priorities said funding will impact or accomplish
- The agency's or organization's annual budget and/or a specific project or activity budget to include all sources of anticipated funding
- Justification of the financial need for funding support
- **Requirements**

Agencies and organizations requesting County funding consideration shall adhere to the following requirements and their effective adherence shall be a point of serious consideration with respect to all future funding requests:

- If requested by the County, provide the county with proof of incorporation, appropriate insurances, audited financials conducted by a certified independent third-party or any other items necessary to insure proper stewardship of public funds
- Mention and appropriately denote the County's support in all advertising and promotional materials associated with the project(s) or activities
- Use the funds for only those purposes represented or specified within the funding request or otherwise expressly approved and appropriated by the Board of Supervisors
- Provide a detailed written report on the use of the funds within 30 days of the end of the Fiscal Year and specifically enumerate which applicable Comprehensive Plan Priorities your agency or organization impacted and/or accomplished

IMPORTANT NOTICE: The County reserves the right to deny any agency's or organization's request for funding without cause or notice. or The County reserves the right to deny any agency's or organization's request for funding and 'will' or 'may' inform organizations on the reason why a funding request is denied.

Adopted on February 11th, 2016, in Grayson County, Virginia.

- GRAYSON COUNTY ZONING ORDINANCE – TEXT AMENDMENT
[SHORELINE RECREATION ZONE DISTRICT]

Elaine R. Holeton, Planning & Community Development Director spoke regarding the text amendment for the shoreline recreation zone district referencing the memo (listed below) and the draft of the Ordinance (listed below). After some discussion by the Board, John S. Fant thanked the Planning Commission for their hard work. John S. Fant made the motion to approve; duly seconded by Michael S. Hash. Roll call vote as follows: Glen E. Rosenbaum – Aye; Michael S. Hash – Aye; John S. Fant – Aye; and Kenneth R. Belton – Aye. Motion carried 4-0.

MEMORANDUM

TO: THE GRAYSON COUNTY BOARD OF SUPERVISORS

FROM: ELAINE R. HOLETON, CLERK, PLANNING COMMISSION

RE: GRAYSON COUNTY ZONING ORDINANCE- 2016 TEXT AMENDMENTS

DATE: JANUARY 20, 2016

Dear Board Members,

At the January 14th, Board of Supervisors Meeting, the Board considered the proposed text amendments to the Grayson County Zoning Ordinance – Shoreline Recreation Zone District.

The Board returned the document to the Planning Commission for consideration of two issues. These two issues included; language in Article 4-13.1(b) requiring recreational vehicles and trailers to have license tags by a State Department of Motor Vehicle and language in Article 4.13.6 that addressed lot density, by an equation of roofed structures at 10% of the lot size.

At the January 19th, Planning Commission Meeting the Commission considered both of these issues. After lengthy discussion the Commission revised the document to remove the license tag requirement in Article 4-13.1(b). The new draft reflects this change.

The lot density issue was discussed. The Planning Commission determined that the 10% lot density requirement in Article 4.13.6 should remain in the document. This innovative approach would allow greater flexibility for structure development (from the existing Ordinance "one structure per lot rule") and a fair approach to address building density. During the discussion, the Commission evaluated various lot sizes and how this density threshold would affect lots in the Zone District. The Commission concluded that exceeding the 10% density threshold would allow overdevelopment of the New River Shoreline. I have attached a one page sample of lot density examples should the Board choose to learn more about the lot density issue and the relationship to lots in the Shoreline Recreation Zone District.

The Proposed Zoning Ordinance is attached. Thank-you for consideration of the proposed text changes to the Grayson County Zoning Ordinance- Shoreline Recreation Zone District. Feel free to contact my office or members of the Planning Commission should you wish to discuss further.

Examples of the Proposed (10% Rule) Density Requirement in Shoreline Recreation Zone District

Example 1. Consider a .25 acre lot, which is 10,890 sq. ft. in area. Ten Percent (10%) of this land area is 1089 sq. ft. This example demonstrates that for a quarter acre lot a landowner could have 1089 sq. ft. in roof structure. This would allow flexibility for the landowner because they could consider various structure size scenarios. For example they could have up to two (2) separate structures with dimensions of 22' x 24' each structure (528 sq ft) and still be under the density threshold for the lot at 1056 sq. ft., or the option of multiple other structure size scenarios before they met the density threshold. Most recreational vehicles are under 40 ft. in length. This example allows a 44' x 20' (880 sq. ft.) carport type structure to cover their recreational vehicle and would also allow another 10' x 20' (200 sq. ft.) picnic shelter on this quarter acre (.25) lot.

Example 2. Consider a .50 acre lot, which is 21,780 sq. ft. in area. Ten Percent (10%) of this land area is 2178 sq. ft. This example conveys the many ways that a landowner could use their property under this standard. If a landowner chooses to have three separate structures on the property. Each of these structures could be as large as 700 sq. ft each and this landowner would still be under the density threshold for this lot size. (3 x 700 = 2100 sq. ft.)

Example 3. Under the old standard "the one structure per lot rule" landowners were penalized for combining adjacent lots because this standard would only allow one structure if they combined lots (regardless of lot size). With the new standard based on lot size this will encourage the combination of adjacent lots under same ownership. In the Shoreline Recreation

Zone District it is common for individuals to own two or three consecutive lots that can easily be combined. In this way, these smaller lots will become larger lots and the landowner can enjoy more use of their property. In essence, this is why the Planning Commission supports a density equation based on lot size, as opposed to a "structures per lot" density requirement.

Feel free to contact my office if you would like to discuss the density issue. Thank you.

Prepared by: Elaine R. Holeton, CZA, CFM

GRAYSON COUNTY ZONING ORDINANCE

ADOPTED DECEMBER 8, 1998

Amended: 08/17/1999

Amended: 02/13/2001

Amended: 10/09/2001

Amended: 02/09/2004

Amended: 04/17/2007

Amended: 10/09/2008

Amended: 01/08/2009

Amended: 02/12/2009

Amended: 06/10/2010

Amended: 09/14/2011

Amended: 01/09/2014

Amended: 05/08/2014

Amended:

PREPARED BY THE GRAYSON COUNTY PLANNING COMMISSION

APPROVED BY THE GRAYSON COUNTY BOARD OF SUPERVISORS

Zoning Ordinance of Grayson County

The Grayson County Zoning Ordinance guides development standards and the use of property for those lands in the un-incorporated areas of Grayson County. The incorporated towns of Fries, Independence, and Troutdale administer their own zoning.

Information about zoning is available at the Zoning Administrator's office, located at the Department of Planning & Community Development, Grayson County Courthouse, and 129 Davis Street, P.O. Box 217, Independence, VA 24348 or by calling the Zoning Administrator at 276-773-2471.

The Official Grayson County Zoning Map identifies parcels by Zone Districts. Each property is assigned a zone district based on their location and primary use of the property. The online Zoning Map is available through WEBGIS at the Department of Planning & Community Development website for Grayson County Government or by visiting the Department of Planning & Community Development office at the Grayson County Courthouse.

To identify what standards may apply to a piece of property; landowners should reference Article 3- General Requirements and the information in Article 4- Zone Districts for the zone district assigned to their property.

The information in Article 5- Administration will pertain to the processes affiliated with the administration of zoning in Grayson County such as; applications for permits, involvement of the Boards and Commissions affiliated with the zoning process, special use permits, rezoning, appeals, notice of violations, enforcement, variances and public notice requirements.

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Article 4	Zone Districts & The Official Zoning Map	
Article 5	Administration of Zoning Ordinance	

ARTICLE 1 – TITLE, AUTHORITY, JURISDICTION & PURPOSE

- 1-1 Title. This ordinance, which shall be known and may be cited as the "Zoning Ordinance of Grayson County, Virginia".

- 1-2 **Authority.** Adopted pursuant to the authority granted by Title 15.2, Chapter 22, Article 7, §15.2-2280 through § 2315 et seq., of the Code of Virginia, 1950, as amended.
- 1-3 **Jurisdiction.** The provisions of this ordinance shall apply to all land within Grayson County, Virginia, which is not within the jurisdiction of the incorporated towns.
- 1-4 **Purpose.** The general purpose of this ordinance is for the promotion of health, safety and/or general welfare of the public in accordance with §15.2-2283 and §15.2-2200 of the Code of Virginia, 1950 as amended.
- 1-5 **Construction of language.** For the purpose of this ordinance, certain words and terms shall be interpreted as follows.
- 1) The word "shall" and "must" is mandatory and not discretionary; and the word "may" is permissive;
 - 2) The word "lot" includes the words "plots" and "parcel" and will mean a lot on record.
 - 3) The word "permitted" means allowed or permitted without meeting the requirements for a Special Use Permit as described in Article 5.
 - 4) The particular shall control the general. Words used in the present tense shall include the future and any words used in the singular can include the plural and the plural the singular, unless the context clearly indicates the contrary.
 - 5) All public officials, bodies, and agencies to which reference is made are those of the County of Grayson, Virginia; "the Board" shall mean the Grayson County Board of Supervisors, the "commission" shall mean the Planning Commission, the "BZA" shall mean the Board of Zoning Appeals and the "Administrator" shall mean the Zoning Administrator.
 - 6) Any reference to "ordinance" shall mean the Grayson County Zoning Ordinance, unless otherwise stated. Any reference to the "zoning map" shall mean the Official Grayson County Zoning Map.
 - 7) In the case of any difference of meaning or implications between the text of this ordinance and any caption, illustration, or table, the text shall control.

Except where definitions are specifically included in various articles and sections, words in the text or tables of this ordinance shall be interpreted in accordance with the definitions in Article 2.

ARTICLE 2 - DEFINITIONS

- 2-1 For the purpose of this Ordinance, certain words and terms shall be defined as follows. When not defined here the latest edition of Merriam-Webster definition shall apply.
- 2-2 **Access Easement:** A means of access granted for the right of use of a property, granted by a property owner, for the purpose of ingress and egress.
- 2-3 **Accessory Structure:** A structure that is detached from a principal structure on the same lot, and customarily incidental and subordinate to the principal structure or use. Accessory structures may include, but is not limited to, detached garages and garden utility sheds, detached decks and detached gazebos.
- 2-4 **Accessory Use:** An activity or structure that is customarily incidental to and subordinate to an existing established principal activity and/or structure and is located on the same lot as the principal structure.

- 2-5 **"Act of God":** For purposes of this section, "act of God" shall include any natural disaster or phenomena including a hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, earthquake or fire caused by lightning or wildfire. For purposes of this section, owners of property damaged by an accidental fire have the same rights to rebuild such property as if it were damaged by an act of God. Nothing herein shall be construed to enable the property owner to commit an arson under Code of Virginia, § 18.2-77 or 18.2-80, and obtain vested rights under this section.
- 2-6 **Adjacent Grade:** The ground level, nearby and having a common border.
- 2-7 **Administrator or Agent:** The official designated by the Grayson County Board of Supervisors to administer and enforce this ordinance. When not otherwise defined will mean the Zoning Administrator.
- 2-8 **Adult Entertainment/Retail:** Establishment which offers goods and services of an adult nature which may include but is not limited to adult retail, adult themed nightclubs)
- 2-9 **Agriculture/Agriculture Operation:** The use of land for agricultural purposes including but not limited to; the storage, handling, production, or sale of agricultural, horticulture, floriculture, silviculture. May include nurseries, greenhouses, crops, pastures, tillage of soil and orchards. To include the sheltering, raising, handling, processing or sale of agricultural and animal products and may include the use, maintenance and storage of machinery or equipment as part of the agricultural operation. For the purpose of this ordinance equine animals are considered agricultural animals. When numbers of confined agricultural animals reach the thresholds defined in Agriculture- High Intensity the operation shall be considered Agriculture-High Intensity.
- 2-10 **Agriculture Buildings/Structures:** Farm buildings & structures that are used for agricultural purposes and not for residential or non-agricultural commercial or industrial uses. Must be located on the same parcel where a bona fide agriculture operation occurs or on adjacent property under the same ownership. See the definition above.
- 2-11 **Agriculture-High Intensity:** The use of a tract of land for Animal Feeding Operations as defined by the Department of Environmental Quality and when the following numbers of animals are confined and fed or maintained for a total of 45 days or more in a 12 month period. The animal threshold is based on 500 units and includes; 333 Lactating Dairy Cattle, 500 Feeder & Slaughter Cattle, 250 Horses, 1250 Swine (larger than 55 pds), 3,333 Sheep, 27,500 turkeys, 50,000 Broilers and laying hens.
- High Intensity Agriculture is allowed in Rural Farm District when the minimum tract size is 50 acres and when the minimum separation distance can be met. The minimum separation distance is 500 feet from any agricultural structures/holding pens to the nearest adjacent homes or business under separate ownership.
- 2-12 **Agricultural Use:** The use of property for agriculture production. Proof of agricultural use of a property is provided by completing and submitting the Agricultural Affidavit.
- 2-13 **Agricultural Affidavit:** A written report and required documentation, signed by the property owner which states that the use of the structure is for agricultural uses only.
- 2-14 **Animal Clinic:** An establishment where animals such as dogs, cats, other small pets, and livestock are provided medical or surgical treatment. Includes the terms animal or veterinary hospital.

- 2-15 **Automobile and Farm Machinery Sales and Service:** A business that repairs, inspects and/or sells parts or complete units in exchange for monetary gain.
- 2-16 **Automobile Graveyard:** Any lot on record or place which is exposed to the weather upon which more than five (5) unlicensed and/or inoperable motor vehicles of any kind are placed, located or found. **Article 3-16** specifies the requirements for Automobile Graveyards.
- 2-17 **Auto Body Shop:** An establishment in which damaged automobiles are repaired and/or repainted.
- 2-18 **Auto Sales & Services:** Establishments with the primary purpose of selling, cleaning, or repairing motor vehicles.
- 2-19 **Bed and Breakfast:** A dwelling or portion thereof, where short-term lodging rooms and meals are provided. The operator of the inn shall live on the premises or in adjacent premises.
- 2-20 **Boarding House:** A long term living arrangement where non-family members are provided lodging and/or meals.
- 2-21 **Building:** A structure having one (1) or more stories and a roof or other covering, and designed or used for the shelter or enclosure of any person, animal or property of any kind, including manufactured home dwellings.
- 2-22 **Building Code:** For the purpose of this Ordinance shall mean the Building Code(s) enforced by the Grayson County Building Official.
- 2-23 **Building Setback Line:** A line or lines within a lot or other parcel of land so designated on a recorded plat or otherwise established by law which establishes a distance from which a building or structure shall be erected.
- 2-24 **Carport:** An open structure used to cover a vehicle or a recreational vehicle.
- 2-25 **Camping:** Temporary, recreational, overnight use of land, for personal, family or affiliated persons. Two or fewer camping units.
- 2-26 **Campground:** Means and includes but is not limited to a travel trailer camp, recreation camp, family campground, camping resort, camping community, or any other area, place, parcel or tract of land, on which three or more campsites are occupied or intended for occupancy or facilities established or maintained, wholly or in part, for the accommodation of camping units for periods of overnight or longer. Campgrounds must operate in compliance with state and local requirements.
- 2-27 **Child Care Center:** Any facility operated for the purpose of providing care, protection, and guidance to a group of five or more children separated from their parents or guardians during part of the day only, and meeting the licensing requirements for child care centers under the Code of Virginia, 1950, as amended.
- 2-28 **Code of Virginia:** Shall mean the Code of Virginia, 1950, as amended. The state code that enables zoning and specifies certain practices as it relates to the localities use of zoning law.

- 2-29 **Condominium:** A building or group of buildings, in which units are owned individually, and the structures, common areas, and facilities; which are owned by all the owners on a proportional, undivided basis. May include townhouses when applicable.
- 2-30 **Commercial:** An establishment or business that generally has retail or wholesale sales, office uses, or services which does not generate noise or other impacts considered incompatible with less-intense uses.
- 2-31 **Commercial Boarding Kennel:** Any structure(s) used to house five or more companion animals not belonging to the property owner on a fee-for-service basis.
- 2-32 **Commercial Breeding Kennel:** Any structure(s) in which five or more intact females of canines or felines are kept for a commercial purpose such as to breed and sell companion animals.
- 2-33 **Commercial Recreation Attractions/Events:** The provision of entertainment, recreation or amusement services at a determined location, and in exchange for a fee. The intent is for public use as opposed to private use.
- 2-34 **Commercial Slaughterhouse/Meat processing:** An industrial facility where animals are killed, processed and packaged for food then returned to animals' owners and/or sold in bulk to retail outlets for consumption or other outlets for distribution.
- 2-35 **Commercial Stables:** An establishment where horses are kept for commercial use; including boarding, show, hire and sale.
- 2-36 **Commercial Storage Units:** Structures that are rented or leased for storage in exchange for payment.
- 2-37 **Commercial Warehouse:** A large building used to wholesale, store and/or transfer goods in exchange for payment.
- 2-38 **Communications Tower & Antennas:** A guyed, monopole, or self-supporting tower, constructed as a free standing structure or in association with a building, other permanent structure or equipment, containing one or more antennas intended for transmitting and/or receiving television, M/FM radio digital, microwave or cellular signals.
- 2-39 **Community Center:** A structure or area used for fraternal, social, cultural, and/or recreational programs generally open to the public and designed to serve the local community.
- 2-40 **Companion Animal:** Any animal that is kept, when not raised for food or fiber. For the purpose of this Ordinance equine is considered livestock and/or agricultural animal.
- 2-41 **Construction Sales & Services:** Any establishment involved in the sale of building materials including hardware, plumbing, and lumber supplies, or the sale of building construction services for the erection or repair of structures.
- 2-42 **Construction & Repair Services:** A location used to for a construction or trade related and/or service business and/or the construction services to include trucking, grading and other equipment services related to construction or development. Shall also include the service, repair or rental of home, farm and/or office equipment and appliances.

- 2-43 Country Store:** Any retail establishment offering for sale; food products, beverages, household items and/or other retail items, including petroleum. Under 15,000 square feet in area, similar to Convenience Stores.
- 2-44 Custom Slaughter:** Small farm or family operations that slaughter and process for their own use or those of friends and family on sporadic occasion on average less than 2 days a week.
- 2-45 Deck:** A flat floored roofless area, differs from a patio in that it is raised off of the ground.
- 2-46 Development:** Any manmade change to improved or unimproved real estate including but not limited to buildings or other structures, the placement of manufactured or mobile homes, streets, and other paving, utilities, filling, grading, excavation, mining, dredging, or drilling operations.
- 2-47 Dwelling:** A structure used as a place of abode. Can include one of the following;
- a) Dwelling Accessory-A dwelling unit located within a structure in which the principal activity is commercial, professional or general personal service.
 - b) Dwelling, Single-Family-Attached -A building containing dwelling units, each of which has a primary ground floor access to the outside and which are attached to each other by party walls without openings. Same as the term "townhouse".
 - c) Dwelling, Single-Family-Detached -A structure used as a residence by one family, containing one living unit which is entirely separated from structures on adjacent lots and which meets the standards of the Building Officials and Code Administrators International, Inc. (BOCA) Basic Building Code. This term includes modular homes, and manufactured homes.
 - d) Dwelling, Two-Family or Duplex -A residential structure containing two dwelling units designed for occupancy by not more than two families.
 - e) Dwelling, Multi-Family -A building containing three or more dwelling units. The term includes cooperative apartments, condominiums and the like.
- 2-48 Easement:** That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement may be permitted for use under, on, or above said lot or lots.
- 2-49 Educational Facility:** A structure or group of structures used to provide education to fewer than 100 persons on a temporary or permanent basis.
- 2-50 Elder Care Center:** A facility operated for providing care to a group of elderly persons during part of the day only and meeting the licensing requirements under the Code of Virginia, 1950, as amended. State Code may limit zoning authority and shall be referenced.
- 2-51 Emergency Services Infrastructure:** Structures and affiliated infrastructure used for the performance of fire, ambulatory or rescue services.
- 2-52 Family:** An individual or a group of two or more persons related by blood, marriage or adoption, together with not more than three additional persons not related by blood, marriage or adoption, living together or as a single housekeeping unit.

- 2-53 Feedlot:** A confined animal operation where livestock is aggregated and fed high calorie feed to maximize their weight prior to slaughter.
- 2-54 Flea Market:** A market where groups of individual sellers offer goods for sale to the public.
- 2-55 Flood:** A general and temporary inundation of normally dry land areas. A one hundred year flood is a flood that, on the average, is likely to occur once every one hundred (100) years (i.e., one that has a one (1) percent chance of occurring each year, although the flood may occur in any year).
- 2-56 Floodplain:** Any land area susceptible to being inundated by water from any source. The FEMA designated Special Flood Hazard Area or Floodplain is delineated and reviewed prior to zoning permits and is regulated in the Grayson County Floodplain Ordinance.
- 2-57 Floodplain Determination/Flood Elevation Certificate:** Document stamped by a licensed professional, trained to determine the physical location of a FEMA Base Flood Elevation and/or proposed or actual building elevations in relation to the Base Flood Elevation.
- 2-58 Flood prone Construction:** Methods of construction or development that are required when development activities occur in the floodplain in accordance with Building Codes.
- 2-59 Floodway:** The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.
- 2-60 Frontage:** The width of a lot or parcel abutting a public right-of-way measured at the front property line.
- 2-61 Gazebo:** A freestanding roofed structure, open on all sides or with railing on all sides.
- 2-62 General Retail:** Buildings used to display and sell a variety of common goods. Examples include food and beverage, crafts, antiques, gifts, hardware, appliance and entertainment devices, furniture, clothing and shoes and other household items.
- 2-63 Grayson County WebGIS:** Online, web based Geographic Information System available to the public at the Grayson County Website, Department of Planning & Community Development. Provides parcel data, zoning map, FEMA Special Flood Hazard Area and other useful data for land use applications.
- 2-64 Group Care Facility:** A facility, required to be licensed by the state, which provides training, care, supervision, treatment, and/or rehabilitation to the aged, disabled, those convicted of crimes, or those suffering the effects of drugs or alcohol; this does not include daycare centers, family daycare homes, foster homes, schools, hospitals, jails, or prisons.
- 2-65 Health or Fitness Club:** An establishment providing health, exercise or athletic services and/or goods.
- 2-66 Height:** The vertical distance from the highest point on a structure (except any chimney, spires, antennas or other minor, narrow structural extensions on a building) to the

average ground level of the grade where the walls or other structural elements intersect the ground.

- 2-67 High-Volume Kennels:** Kennel(s) or structure (s) where over 25 companion animals are kept or/are intended to serve, to provide medical care, grooming services, to give shelter/respice as foster homes and/or rescue and/or other uses with volumes of animals over 25 units.
- 2-68 Home Occupation:** An occupation, profession, activity, or use that is clearly an incidental and secondary use of a residence. A maximum limit of 10 persons (including family members) can be under employment or engaged in the activity, and the use shall be on the same parcel as the residence. It is the responsibility of the landowner to ensure that the buildings used for the activity(s) meet Building Code requirements. All parking shall be off street and impact to the surrounding community shall be kept to a minimum.
- 2-69 Home Occupation Limited:** An occupation, profession, activity, or use that is clearly an incidental and secondary use of a residence. A maximum limit of 5 persons (including family members) can be under employment or engaged in the activity, and the use shall be on the same parcel as the residence. It is the responsibility of the landowner to ensure that the buildings used for the activity(s) meet Building Code requirements. All parking shall be off street and impact to the surrounding community shall be kept to a minimum.
- 2-70 Hospital:** Institutions rendering medical, surgical, obstetrical or convalescent care. May include Nursing Homes and institutional sanatoriums.
- 2-71 Human Service Facilities:** Facilities which provide care, education and/or rehabilitation of human beings when the care is for non-family members. May include but is not limited to Home care, Child Care, Foster Care, Group Homes, Day Care and Elder Care Centers. Where required by State Code; Human Service Facilities must be licensed with the Commonwealth of Virginia and meet the Building Code for structures used. State statutes limit zoning authority for certain facilities and shall be referenced prior to permit.
- 2-72 Incineration Facility:** A permitted facility to reduce the volume of solid wastes, extracting in some cases energy in the form of steam, heat, or electricity, and disposing the remaining ash in a solid waste land-filling facility.
- 2-73 Industrialized Building:** A combination of one or more sections or modules, subject to state regulations including the necessary electrical, plumbing, heating, ventilating and other service systems, manufactured off-site and transported to the point of use for installation or erection, with or without other specified components, to comprise a finished building. Manufactured homes shall not be considered industrialized buildings for the purpose of this code
- 2-74 Infrastructure:** Streets, utilities or other physical improvements necessary for development.
- 2-75 Inoperable Motor Vehicles:** Any motor vehicle, trailer or semitrailer which is not in operating condition; or does not display valid license plates; or does not display an inspection decal that is valid. May also include the major element of a vehicle when the entire vehicle is not whole, such as the shell and/or frame of a vehicle.

- 2-76 **Junkyard:** An establishment (clarify business only) or place of business which is maintained, operated or used for storing, keeping, buying or selling junk or for the purpose of this ordinance may relate to the operation of an automobile graveyard and affiliated commercial activities related to automobile graveyards.
- 2-77 **Landfill-Municipal:** A solid waste disposal site as defined by the Virginia Waste Management Board to accommodate municipal solid waste.
- 2-78 **Landscaping:** The planting and maintenance of trees, shrubs, lawns and other ground cover or materials, flowers, walkways, landscaping gravel, and appropriate grading, such as to render an aesthetic appearance to the viewer or to shield from view.
- 2-79 **Library:** Public facility that shares books, multi-media devices and other informational items while providing a community facility for activities and/or educational use.
- 2-80 **Light Manufacturing:** Assembling and manufacturing activities that do not occupy a building of more than 15,000 square feet, do not employ more than fifteen (15) employees, have no exterior storage or unsightly elements outside of enclosed screening or landscaping to screen from neighboring properties. Structures that use or store hazardous materials and are considered High Hazard Group H according to the Virginia Construction Code, cannot be classified light manufacturing use.
- 2-81 **Limited Access Parcel:** A parcel unable to meet the access requirements of the Grayson County Zoning Ordinance, **Article 3-7 a-e**, and approved by the Subdivision Agent as a Limited Access Parcel.
- 2-82 **Lodge or Inn:** A facility offering overnight accommodations as a destination point for visitors and may provide additional services such as a restaurant, meeting rooms, and recreational facilities.
- 2-83 **Lot:** A unit within a subdivision or may include any single parcel of land.
- 2-84 **Lot on/of record:** Defines a lot or parcel which has been recorded in the Clerk of Circuit Court, Grayson County and which has received a tax map number from the Commissioner of the Revenue.
- 2-85 **Lot Line or parcel boundary:** A line marking the boundary of a lot or parcel.
- 2-86 **Manufacture:** The act or process of producing something, by hand or with machinery
- 2-87 **Manufactured Home:** A structure subject to federal regulation, which is transportable in one or more sections; is eight (8) feet or more in width and forty (40) body feet or more in length in the traveling mode; or is three hundred twenty (320) or more square feet when erected on site; is built on a permanent chassis; is designed to be used as a single-family dwelling, with or without a permanent foundation, when connected to the required utilities; and includes the plumbing, heating, air-conditioning and electrical systems contained in the structure. Mobile Homes were built prior to 1976.
- 2-88 **Manufactured Home Park:** A parcel of land under single or common ownership in which ten (10) or more manufactured homes and affiliated infrastructure are located and occupied continuously by non-family members.

- 2-89 **Medical/Dental Clinics:** Facility where medical and dental services are provided in exchange for a fee.
- 2-90 **Microbrewery:** A brewery that produces less than 15,000 barrels (17,600 hectoliters) of beer per year. Microbreweries sell to the public by one or more of the following methods: the traditional three-tier system (brewer to wholesaler to retailer to consumer); the two-tier system (brewer acting as wholesaler to retailer to consumer); and, directly to the consumer through carry outs and/or on-site tap-room or restaurant sales as a brewpub.
- 2-91 **Mobility Setback:** The setback distance of a structure, used to ensure that a vehicle or recreational vehicle can move out and away from a structure, by control of their own property. Pertains to the Shoreline Recreation Zone District.
- 2-92 **Motel or Hotel:** A building or group of detached or connected buildings containing more than one separate rooming unit designed or used primarily for providing sleeping accommodations for automobile travelers or transient guests at a daily rate. Automobile parking is located on the premises.
- 2-93 **Museum:** A building or place devoted to the acquisition and exhibit of items or artifacts of historical interest and educational value accessible by the general public.
- 2-94 **Nonconforming Structure:** A building or structure or portion thereof lawfully existing at the time this ordinance became effective, which was designed, erected or structurally altered for a use that does not conform to zoning regulations of the zone in which it is located.
- 2-95 **Nonconforming Use:** A use that lawfully occupied a building or land at the time this ordinance became effective, which has been lawfully continued and which does not currently conform to the use regulations.
- 2-96 **Outdoor Recreation:** Activities such as boating, fishing, hunting, hiking, nature watching and similar activities performed outdoors for recreation.
- 2-97 **Parcel on record:** Same as lot of record or lot on record.
- 2-98 **Park Homes:** A unit four hundred (400) square feet or less, a type of movable resort cottage designed for part time recreational use only. When more than two is proposed for a lot or area they shall follow the requirements for campgrounds. Park homes must:
- a. Meet the permit requirements for placement and elevation and anchoring and setup requirements set forth in the manufactures set up instruction, verified by the building official.
 - b. The water and drainage system of any home or premises where plumbing fixtures are installed shall be connected to a public or private water supply and a public or private sewer system. As provided for in Section 103.11 of Part J of the Virginia Uniform Statewide Building Code (13 VAC 5-63) for functional design, water supply sources and sewage disposal systems are regulated by the Virginia Department of Health and the Virginia Department of Environmental Quality.
- 2-99 **Personal Services:** Establishment that provides services for personal health and/or beauty. May include beauty or barber shops, tanning salons, manicure, pedicure, professional massage, fitness centers, dance studio and other services for non-medical health and well-being.

- 2-100 Picnic Shelter:** A roofed and open structure used for enjoyment of the outdoors gatherings of people or to dine under.
- 2-101 Place of Worship (or Church):** Structure or location where services or rites are held showing reverence for a deity.
- 2-102 Planned Unit Development:** A residential or commercial development guided by a total design plan in which one or more of the zoning or subdivision regulations, other than use regulations, may be waived or varied to allow flexibility and creativity in site and building design and location, in accordance with general guidelines as referenced in this ordinance. A form of development characterized by unified site design for a variety of housing types and densities, clustering of buildings, common open space, and a mix of building types and land uses in which project planning and density calculation are performed for the entire development rather than on an individual basis. Planned Unit Development is a type of Subdivision and guidelines are available in the Grayson County Subdivision Ordinance.
- 2-103 Plat or survey:** A drawing, plan or map representing a parcel. Legal surveys shall be drawn by a licensed professional.
- 2-104 Principal Activity or Use:** The main use of land or structures as distinguished from secondary or accessory uses.
- 2-105 Principal Building:** A structure, or where the context so indicates, a group of structures in or on which is conducted the principal activity of the lot on which the structure is located.
- 2-103 Plat or survey:** A drawing, plan or map representing a parcel. Legal surveys shall be drawn by a licensed professional.
- 2-104 Principal Activity or Use:** The main use of land or structures as distinguished from secondary or accessory uses.
- 2-105 Principal Building:** A structure, or where the context so indicates, a group of structures in or on which is conducted the principal activity of the lot on which the structure is located.
- 2-106 Print Shop:** A retail establishment that provides duplicating services using photocopy, blueprint, and offset printing equipment, including collating of booklets and reports.
- 2-107 Professional Office Services:** Structures and services related to professional trades which may include; lawyers, architects, graphic designers, consultants, online financial sales or services, engineers, surveyors, insurance, real estate and similar services.
- 2-108 Property Owner:** The person, firm, corporation, executor or trustee in ownership of the property. The property owner shall be the entity listed on the Grayson County Real Estate Database as managed by the Commissioner of Revenue Office, unless proved otherwise.
- 2-109 Proposed Towing Mechanism/Path of Travel:** The side of a recreation vehicle or camper where the towing mechanism is located. For self-propelled vehicles, the planned path of travel to move a recreation vehicle from the parked location out to a public road.

2-110 Public Street: Any thoroughfare or public way which has been dedicated for public use.

2-111 Recreational Vehicle: A vehicle which is built on a single chassis, is four-hundred (400) square feet or less when measured at the largest horizontal projection, is designed to be self-propelled or permanently towable by a light-duty truck, and is recreational camping, travel, or seasonal use. Recreational vehicles placed on sites shall either:

- a) be on the site for fewer than one hundred eighty (180) consecutive days, be fully licensed and ready for highway use, or
- b) Meet the permit requirements for placement elevation and anchoring requirements for manufactured homes as stated in the Uniform Statewide Building Code.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

Two Recreational Vehicles or Camping units are allowed on any lot of record, the number of units over two shall be considered a campground.

2-112 Recreational Vehicle Park: Any lot or land on which one or more recreational vehicle sites are located, established, and maintained for occupancy by recreational vehicles as temporary living quarters for recreation or vacation purposes.

2-113 Recycling Collection Center: A building which is used to collect container and paper waste, separate, and store used materials such as newspapers, aluminum cans, and glass prior to shipment to reuse the materials to manufacture raw materials.

2-114 Recycling Processing Facility: A facility in which common recyclable resources such as newspapers, glass and metal cans are reprocessed and treated to return such products into raw materials for shipment or re-use. Shall not apply to processing of large equipment, metal scrap, appliances or motor vehicles.

2-115 Restaurant: An establishment where food is ordered, prepared and served for pay.

2-116 Retreat Center: A retreat or conference center used as a facility for professional, educational or religious meetings or seminars where meals and recreational activities may be provided for participants. Retreat centers that provide overnight accommodations as a campground or a common facility with over seven bedrooms is considered **Retreat Center-Overnight**.

2-117 Retreat Center Overnight: A retreat center that has camping lots, cabins or a facility with over seven (7) bedrooms for overnight accommodation.

2-118 Right of Way/Legal Easement: The right to pass over property. Legally recorded in the Clerk of Court as a land record and/or legal right to use other property.

2-119 Riverbank Edge: The point where the riverbank ends the vertical ascent up from the water edge and levels out to a horizontal plane.

2-120 Roof: The top covering of a building. Roof area is the total area of the covering, measured by width x the length in feet to establish the square footage of the roof.

- 2-121 Sawmill - small scale:** Any milling machine and associated equipment used for changing raw timber into lumber products. Small scale when employment of less than ten (10) individuals and related traffic generation is under fifty (50) vehicles per day. Small scale sawmills must be placed at least fifty (50) feet from all adjoining property lines.
- 2-122 Sawmill - large scale:** Any milling machine and associated equipment used for changing raw timber into lumber products and exceeds the parameters for small scale sawmill.
- 2-123 School:** Private or Public Facility used for educational purposes where one hundred (100) or more persons use a structure or group of structures on a similar parcel.
- 2-124 Setback (Street):** The minimum required distance between the structure and the public street or road.
- 2-125 Setback (Yard):** The minimum required distance between the structure and all adjoining property line(s).
- 2-126 Sign:** A structure or device designed or intended to attract attention and convey information to the public in written or pictorial form and located outdoors.
- 2-127 Solid Waste Management Facility:** A permitted facility to receive solid wastes for disposal in land-filling operation or for storing or compacting for reshipment to another facility.
- 2-128 Special Use:** A use that is not permitted by right in a zone district. A special use permit can be granted in accordance with **Article 5** of the ordinance. Can be referred to as a special exception or a conditional use in other ordinances.
- 2-129 State Designated Road:** A road designated by the Virginia Department of Transportation as a public road with a designated route number assigned by the Virginia Department of Transportation.
- 2-130 Stockyard:** A commercial enterprise that features an enclosure where farm animals are kept on a temporary basis, prior to transport, slaughter, sale or vaccination or to facilitate exchange of animals.
- 2-131 Storage Shed:** A small building used to store items or things.
- 2-132 Structure:** Anything constructed or erected, the use of which requires a permanent location on the ground or attachment to something having a permanent location on the ground. Shall include buildings and/or other "built" items when the purpose is for regular use at a specified location.
- 2-133 Subdivision:** Any division of property as defined in the Grayson County Subdivision Ordinance.
- 2-134 Substandard Lot:** Lot or parcel not suitable for building development or a lot which is incompatible with the county's ordinances and requirements

- 2-135 Temporary Accessory Mobile Home:** A mobile living unit of more than three hundred and twenty (320) square feet, designed to accommodate a caregiver, such as a family member, to be located near the home of those who require care. Shall be temporary in nature and placed with a permit. Must be removed from the site, when the care is no longer required.
- 2-136 Temporary Roadside Market:** A structure or area of land used for more than a three-day period for the sale of locally produced agricultural or horticultural products, antiques, and/or locally made craft items.
- 2-137 Towable Trailer:** A nonautomotive vehicle designed to be hauled by road and towed by an automotive vehicle. Used to transport something. For the purpose of this Ordinance is not considered a recreational vehicle and not to be used for human occupation.
- 2-138 Use:** The activity occurring on a lot or a parcel for which land or a building is arranged, designed or intended, or for which land or a building is or may be occupied, including all accessory uses.
- 2-139 Variance:** A reasonable deviation from those provisions regulating the shape, size or area of a lot or parcel of land, or the size, height, area, bulk or location of a building or structure when the strict application of the ordinance would unreasonably restrict the utilization of the property, and such need for a variance would not be shared generally by other properties, and provided such variance is not contrary to the purpose of the ordinance. It shall not include a change in use, which change shall be accomplished by a rezoning or by a conditional zoning.
- 2-140 VDOT Representative:** Designated official of the Virginia Department of Transportation serving Grayson County.
- 2-141 Wall:** Upright structure of masonry, wood, plaster, or other building material serving to enclose, divide, or protect an area. Includes areas in conjunction with doors and windows when purpose is to enclose an area.
- 2-142 Winery:** The use of a structure or land to produce wine or a business involved in the production of wine.
- 2-143 Yard:** An open space on the same lot with a principal building, open, unoccupied and unobstructed by buildings from the ground to the sky except as otherwise provided in this ordinance. The measurement of a yard shall be constructed as the minimum horizontal distance between the lot lines and any part of the building, such as roof overhang.
- 2-144 Zone Map Amendment (Rezone):** An authorized change in the Official Zoning Map. Often pertains to the rezone of property(s) to another Zone District.
- 2-145 Zone Text Amendment:** An authorized change in the Zoning Ordinance or text affiliated with the Zoning Ordinance.
- 2-146 Zoning Permit:** A written permit issued by the Zoning Administrator which is required before commencing any construction, reconstruction, alteration of any building or other structure, or before establishing, extending, or changing any activity or use on any lot.

Article 3- General Requirements for All Zone Districts

This section outlines the general requirements for all properties in the un-incorporated areas of Grayson County. Landowners should also reference the Zone District for the specific piece of property. This information is available in **Article 4- Zone Districts**.

- 3-1 Lot Size/Adjustment.** The standards for lot size and dimensions shall meet the minimum requirements as listed in **Article 4- Zone Districts**.

The lot size standard as listed in the Zone District shall apply unless a separate standard has been approved as part of an approved subdivision in accordance with the Grayson County Subdivision Ordinance.

The division of property (subdivision) and/or the adjustment of property lines must be in accordance with the Grayson County Subdivision Ordinance. Subdivision and/or lot line revision of property is allowed in all Zone Districts when the standards in the Subdivision Ordinance can be met. The Subdivision Ordinance is available in the Department of Planning & Community Development at the Grayson County Courthouse.

- 3-2 Compliance.** After the effective date of this ordinance, no building, structure or land shall be used or occupied and no building or structure or part thereof shall be erected, constructed, reconstructed, moved, converted or structurally altered except in conformity with all of the regulations specified for the district in which such building, structure or land is located and with all other applicable provisions of this Ordinance, except as provided in **Article 3-4** and **Article 3-5**.

- 3-3 Relationship/Separability.** Where the conditions imposed by any provisions of this ordinance are either more restrictive or less restrictive than comparable conditions imposed by any other provisions of this ordinance or any other law, resolution, ordinance, rule or regulation of any kind, the regulations which are more restrictive shall apply. The interpretation and application of this ordinance shall be construed to be minimum requirements.

It is the responsibility of the property owner to understand how local, state and federal codes may apply to their project. Development guidelines and standards may be required by other local, state and federal laws. Dependent on the project, other statutes may be involved such as the: the Building Code, Grayson County Erosion & Sediment Control Ordinance, Grayson County Floodplain Ordinance and Grayson County Subdivision Ordinance. State or Local Stormwater Management Programs/Ordinances may apply, in particular, for common plans of development and/or projects that will develop or grade for new development. State agencies such as the Virginia Department of Transportation, Virginia Department of Health and the Virginia Department of Environmental Quality may require their own standards as it relates to development projects. The U.S Army Corps of Engineers should be consulted when impact to waterways or wetlands is proposed. When needed, the Grayson County

Department of Planning & Community Development is available to assist the landowner with information about local, state and federal agencies that are related to development.

This ordinance is not intended to override any easement, covenant, or any other private agreement, provided that where the regulations of this ordinance are more restrictive (or impose higher standards or requirements) than such easements, covenants, or other private agreements, the requirements of this ordinance shall govern.

The provisions of this ordinance are cumulative with additional limitations imposed by all other laws and ordinances, previously passed or which may be passed after the adoption of this ordinance, governing any subject matter appearing in this ordinance.

The provisions of this ordinance are separable. Thus, if any court of competent jurisdiction judge any provision of this ordinance to be invalid, such judgment shall not affect any other provisions of this ordinance not specifically included in said judgment. If any court of competent jurisdiction or judge invalid the application of any provision of this ordinance to a particular property, building or other structure, such judgment shall not affect the application of said provisions to any other property, building or structure not specifically included in said judgment.

- 3-4 **Existing Nonconforming Features & Uses.** (Commonly known as "Grandfather Clause") This article pertains to the features of a building, structure or lot which was in existence prior to the effective date of the Zoning Ordinance and/or pertains to any non conforming use of a property, where the use was in existence prior to the effective date of the Ordinance.

Existing nonconforming features of any building, structure and/or lot shall be allowed to continue with determination from the Administrator that such building, structure or lot was in existence prior to the effective date of the Ordinance.

The existing nonconforming building or structure can be altered, repaired, enlarged or extended as long as the extension or alteration does not increase the degree or extent of the non-conforming feature. In regard to setback distances, the new setback distance (because of the addition/repair) shall not be less than the already established distance of the non-conforming structure to the setback. Existing nonconforming structures/buildings can be replaced when the replacement of the structure can be built within the same footprint of the original structure or built to the standard so that no portion of the structure shall exceed the original setback distances. It is the responsibility of the owner to document and show the existing and proposed design as part of the permit application to replace or expand a non- conforming structure or building.

Permits to replace or repair non-conforming structures in the Shoreline Recreation Zone District will only be issued when it can be shown that 1) the location is outside of the Floodplain/Special Flood Hazard area or 2) the replacement/repair meets the standards of the **Grayson County Floodplain Ordinance**.

Structures in the Special Flood Hazard Area must be built to flood prone construction and meet the requirements of the **Grayson County Flood Ordinance**. Replacement in the Special Flood Hazard Area shall not be allowed when in conflict with the Floodplain Ordinance requirements.

Permits to replace or expand any non-conforming buildings or structures shall be obtained prior to demolition. When replacement is required due to fire or other "acts of god", a zoning permit for the new building or structure shall be obtained within twenty-

four (24) months of the incident. Repair or replacement of flood damaged structures located within the Special Flood Hazard Area shall be in conformance with the **Grayson County Floodplain Ordinance**.

Existing nonconforming uses shall be allowed to continue when it is determined by the Zoning Administrator that the use was in operation prior to the effective date of the Zoning Ordinance and when the time parameters for continued use have been met. It is the responsibility of the landowner to provide proof of existence when needed. Whenever a nonconforming use is discontinued for a period of more than twenty four (24) consecutive months, whether or not equipment or fixtures intended for such use are removed, vested rights will not apply and any subsequent use of the property shall conform to the effective ordinance and current district regulations.

- 3-5 Zoning Permits Required.** A zoning permit shall be obtained for any structure or building placed on a parcel located within the un-incorporated jurisdiction of Grayson County unless considered exempt by Article 3-6.

Zoning Permits shall be obtained prior to the construction or placement of the structure and before the issuance of a building permit. The application process for zoning permits can be found in Article 5- Administration. Questions regarding the need for a permit shall be directed to the Zoning Administrator.

Special Use Permits are required when the proposed use is not listed as an allowable use in the Zone District for the property in question and the proposed use can be considered a Special Use. Reference Article 5 for more information about obtaining Special Use Permits.

Floodplain Development Permit is required for development of property which is located in the Federal Emergency Management Agency (FEMA) Special Flood Hazard Area. More information about the floodplain and development requirements for projects in the floodplain is provided in the Grayson County Floodplain Ordinance or by contacting the Department of Planning & Community Development.

3-6 Exemptions for Zoning Permit.

These structures are exempt from zoning permit.

- a. Fences, flagpoles, posts and/or gates when not considered part of a common plan of development or not part of a sign or an overhead vehicle entrance.*
- b. One story detached accessory structures when less than two hundred fifty six (256) square feet in area.*
- c. Prefabricated utility buildings used for public utilities when the floor area is under one hundred and fifty (150) square feet in area.*
- d. Agricultural buildings & structures with proof of bona fide agriculture operation by signing and submitting the Agricultural affidavit, to confirm that the use is agricultural.*
- e. Public and/or private plumbing, electrical or utility lines/infrastructure.*

*Structures that are exempt from the zoning permit requirement may not be exempt from the Grayson County Building Code or the Grayson County Floodplain Ordinance.

*Structures placed/ located in the Shoreline Recreation Zone District are not exempt and a zoning permit is required for ALL structures or buildings located in this zone district.

*Areas located in a FEMA designated Special Flood Hazard Area are not exempt and a zoning permit is required for ALL structures or buildings in this area.

- 3-7 **Access Requirements for Principal Buildings (residential/other).** A principal building(s) is defined as the structure(s) in or on which is conducted the principal activity of the lot on which the structure is located. Most often this is residential homes but can include a commercial building or other structure. The purpose of this article is to encourage new development in those areas capable of providing safe and legal access to the principal building. These are minimum standards necessary to obtain a zoning permit and may not be suitable for all properties.*

The landowner should also reference **Article 3- Zone Districts** to understand the uses permitted, lot size and setback requirements.

The access requirement to build a principal structure can be met by one or more of the following conditions;

- a. The parcel on record has a minimum of thirty (30) feet of road frontage on a state designated public road.
- b. The parcel on record has a minimum of a thirty (30) feet deeded or legal right of way from the parcel boundary to a state designated public road.
- c. The parcel on record was created as part of an approved subdivision and fronts an approved subdivision street meeting the requirements of the Grayson County Subdivision Ordinance.
- d. The parcel on record was created as part of an approved Family Subdivision, in accordance with the Grayson County Subdivision Ordinance.
- e. The parcel on record was created prior to December 8, 1998 (when zoning was enacted) and has not experienced any change in shape or size since December 8th, 1998. These parcels are described as Pre-98 parcels.
- f. The parcel on record is an approved Limited Access Parcel and meets the requirements of the Grayson County Subdivision Ordinance for Limited Access Parcel Classification.

*The Grayson County Department of Planning & Community Development and The Grayson County Building Department recommend a higher standard for access which may be necessary to achieve potential uses of the property for investments, commercial and/or industrial uses. For some properties; greater access area may be needed to achieve VDOT Entrance Permits, Utility right of ways, grading, requirements necessary to meet the Erosion and Sediment Control/Stormwater Management Program, Virginia Statewide Fire Code, access for emergency vehicles and fire apparatus and other unforeseen property/access needs. The minimum standards listed above may not be suitable for all properties.

- 3-8 **Residential Density.** The maximum number of single family dwellings-detached (includes residential homes, manufactured homes and cabins et al.) per parcel on record; shall not exceed **three (3) dwellings**. When more than one (1) single family dwelling is proposed for a parcel on record, each additional dwelling unit must meet the minimum requirements listed below;

- a. Maintain a minimum distance of fifteen (15) feet between each residential structure
- b. Meet the street and property setback requirements for the zone district
- c. Meet the minimum lot size requirement for the zone district and multiplier for each residential structure. (For example; the minimum lot size is .75 acre x 3 proposed homes = 2.25 acre lot required for all three homes)

- d. Parcel on record shall meet the access requirements for a principal structure as listed in Article 3-7 a-e.

Recommended: Single family dwellings sharing a common parcel should arrange structures to provide access to the primary road. To accommodate any future division of the dwelling/area of lot affiliated with the dwelling from the parent parcel, the access requirements in Article 3-7 and the requirements of the Grayson County Subdivision Ordinance shall be met.

Note: These are the requirements for a zoning permit and may not include Building Code and/or Health Department requirements for multiple residences.

- 3-9 **Accessory Structures**. Structures that are an accessory to the principal structure and detached, such as sheds, barns, garages et al., are allowed on any lot of record in Grayson County when the minimum lot size and setbacks for the structure can be obtained in accordance with the zone district for the lot. Permits must be obtained in accordance with Article 3-5 and Article 3-6 of this ordinance.

- 3-10 **Manufactured Homes**. The purpose of this section is to prevent the abandonment of old manufactured homes and the issues of health, safety and welfare that can occur when manufactured homes are replaced and the older manufactured homes are left to deteriorate onsite and/or are not properly and safely reset on the lot or moved.

When manufactured homes are to be replaced with a new home, the old manufactured home must be removed from the lot within *one hundred eighty (180) days of the date of replacement, unless the older manufactured home can meet Article 3-10.1 or Article 3-10.2.

3-10.1 **Reset for Residential Use**. The old manufactured home can be reset on the same lot on record, with an approved zoning and building permit for the placement of the manufactured home on the lot for residential use. Must meet the requirements of Article 3-7 for access and Article 3-8 for residential density.

3-10.2 **Reset as Accessory Building**. Reset as an accessory structure, with written approval by the Building Official that the "change in use" from residential to accessory can be achieved, and with an approved zoning and building permit for the new placement of the manufactured home as an accessory building on the lot.

*When temporary storage of the older manufacture home is planned on site for the 180 day, time period, the home must be set up for proper storage within 30 days of the date of replacement by the new home.

** The Department of Planning & Community Development encourages property owner(s) who are considering the placement of a mobile home built prior to 1976 to contact the Building Department, prior to purchase or acquisition, to ensure that the mobile home can meet local Building Codes.

- 3-11 **Manufactured Home Parks, Recreational Vehicle Parks, Campgrounds**. A Special Use Permit is required to establish a Manufactured Home Park, Recreational Vehicle Park and Campground in the Rural Farm or Commercial Districts. The applicant shall consult with the Administrator, Building Department, Virginia Department of Health and Virginia Department of Transportation to establish a site plan and legal framework that

can be presented as part of the Special Use Permit Application. See **Article 5 Administration** for more information on Special Use Permits. For the purpose of this ordinance;

Manufactured Home Park means a parcel of land under single or common ownership in which ten (10) or more manufactured homes and affiliated infrastructure are located and occupied continuously by non-family members.

Recreational Vehicle Park means any lot or planned development on which three (3) or more recreational vehicle sites are located. Recreational vehicles shall only be used as temporary recreation or vacation uses.

Campground means any lot or planned development on which three (3) or more campsites are occupied or intended for occupancy by unrelated persons and intended for the accommodation of camping for periods of overnight or longer.

3-12 Health, Safety and Welfare Requirements for Uses. The purpose of this section is to provide general requirements for specified uses in **Article 4 - Zone District**. These standards have been identified as extra measures that are necessary to ensure that the health, safety and welfare of the public can be met while providing low impact services and businesses in the community. The requirements listed below shall be addressed or met prior to the issuance of a zoning permit for a structure or prior to being considered as an allowable use for the Zone District in which the property is located.

- 1) A separation distance of a minimum of fifty (50) feet from business related outdoor activities on the property (except for parking) to all adjacent property lines or the applicant must provide a signed agreement from all adjacent property owners that the proposed use will not create negative impact to their properties.
- 2) Consultation with the Building Department to ensure that the building can meet Building Codes, Erosion & Sediment Control Standards and Storm water Management requirements.
- 3) Consultation with the Virginia Department of Transportation to ensure that safe access to the public road can be achieved.
- 4) Consultation with the Virginia Department of Health to ensure that water and sewer services can be met.

3-13 Signs. In the interest of public safety and the general welfare and character of the community, signs are regulated as listed below;

3-13.1 Permit needed. A Zoning Sign Permit is required for all signs, unless considered exempt in **Article 3-13.4**. When a sign permit is required the applicant shall submit the Zoning Sign Permit Application and receive the Zoning Sign Permit prior to installation of the sign. Building Code requirements are separate and it is the responsibility of the applicant to contact the Building Department for permits.

3-13.2 Relation to Virginia Department of Transportation (VDOT). The Grayson County Zoning Ordinance does not preclude or supersede any regulation from VDOT for use of the VDOT right of way for placement of signs. It is the responsibility of the applicant/property owner to consult with VDOT regarding the area of the VDOT Right of Way and relationship to the proposed sign. Any zoning permit issued for signs in Grayson County will not exempt any requirements from VDOT as it relates to use of the VDOT Right of Way.

3-13.3 Billboard Signs. For the purpose of this ordinance, a Billboard Sign is a sign whose parameters for sign face and/or height exceeds the parameters in **3.13.5-Table A**. Billboard signs are not allowed in Grayson County.

3-13.4 Exempt from Sign Permit. The following signs are exempt from Zoning Sign Permit unless they are deemed a *safety hazard by the Zoning Administrator.

*Signs listed below, which pose a serious threat to traffic safety, as identified by the Zoning Administrator, may be required to be moved if a safety threat is identified at the time of placement or after the time of placement. Any sign listed below has the right to apply for a permit prior to placement to protect their investment and/or to ensure that a safety hazard will not be identified.

Exempt From Permit.

- a. Non-illuminated signs when not visible from any public or private street and/or any adjacent property line.
- b. "Signs by right" - defined as any non-illuminated sign at or under twenty-four (24) square feet in area (measured by the face area of the sign), when placed so that the top portion of the sign is no higher than ten (10) feet above the adjacent grade and when the sign is positioned so that the sign is located at least thirty (30) feet away from the centerline of any public road and sign will not create a safety hazard. When the applicant can prove with written verification from the VDOT representative, that the proposed sign location is not in the VDOT Right of Way, the thirty (30) feet standard can be replaced with the distance specified by VDOT for placement out of the VDOT Right of Way.
- c. Signs that are provided and/or required by a federal, state or county government function or as may be required by law, ordinance government regulation. (For example VDOT traffic signs)
- d. Non-illuminated temporary signs (for a period not to exceed three (3) months) when under thirty two (32) square feet. Examples of this type of sign may include but is not limited to political campaign signs, public event signs, and sale event signs. Without a permit, these signs shall be removed after three (3) months or ninety (90) days of the installation date.
- e. Non-illuminated on premise directional signs when used for public and safety welfare and when placement is at least twenty-five (25) feet from any public street.(Example Public Restroom signs, signage for loading docks, et al.)
- f. Non-illuminated wall mounted, roof mounted or façade mounted signs on buildings when the sign does not exceed the height of the building and can be attached in a safe manner. Murals painted on buildings do not require a permit.
- g. Non- illuminated real estate or construction signs when the sign face is less than twenty four (24) square feet and the signs are temporary in nature.

- h. Signs that are submitted and approved as part of a Zoning Process Site Plan. For example as part of a Special Use Permit or rezone application when submitted and approved by the Board of Supervisors.

3-13.5 Sign Standards for permit. Applicants/Applications for zoning sign permit shall;

- a. Submit a Zoning Sign Permit Application to the Zoning Administrator. Receive Zoning Sign Permit prior to placement.
- b. Ensure that all signs can be properly anchored and supported. Method of attachment must be shown on the Zoning Sign Permit Application. The location and size of the sign shall also be shown on the permit application.
- c. Illuminated signs will require a zoning permit, regardless of size, unless approved as part of a Zoning Process Site Plan. Signs must be self-illuminated or any spot light/directional lighting must be pre-approved to ensure that the light will not interfere with traffic or adjoining properties.
- d. Meet the size parameters and required setback distances listed in Table A- Standards for Signs that Require Permit by Zone District.

Table A - Standards for Signs that Require Permit -By Zone District.

Maximum height allowed is measured from the adjacent grade to the top of the sign face. The height cannot be greater than height given.

Maximum Sign face is defined as the area that conveys the message or surface on which the message is conveyed. Area cannot be greater than.

Minimum Distance is the minimum distance that the sign can be located relative to the centerline of the public street. Distance cannot be closer than listed.

Zone District	Maximum Height	Maximum Sign Face Area	Minimum Distance to Centerline of Public Street
Rural Farm	10 feet	32 square feet	Located 25 feet
Rural Residential	10 feet	24 square feet	Located 25 feet
Commercial	35 feet	100 square feet	Outside of VDOT ROW
Industrial	35 feet	100 square feet	Outside of VDOT ROW
Shoreline Rec	10 feet	24 square feet	Located 25 feet
Highland Rec Pub	Under jurisdiction of the public land agency		

3-13.6 Existing Signs. Signs in existence prior to the effective date of this ordinance.

Existing signs can be repaired or replaced to the original standards of the existing footprint, height from grade and sign face size. Must meet current Building Codes for repair or replacement.

Sign repair or replacement that will expand outside of the original footprint (with an increase in sign face size, height or location) must obtain a new sign permit prior to the demolition and replacement of the original sign.

3-13.7 Moving signs. Moving Signs are not allowed in any zone district. Signs with a rotating message are allowed in Commercial Districts or when approved as part of a Zoning Process Site Plan.

3-13.8 Damaged and Derelict Signs. All signs located in the un-incorporated areas of Grayson County, regardless of need for permit, must be maintained in good condition and appearance. Signs must be removed when they are beyond repair or when they are no longer needed. Signs affiliated with a business or service which has not be active for twenty-four (24) months shall be removed.

3-14 Renewable Energy Infrastructure. Includes; Wind Turbines, Hydropower Systems, Solar Photovoltaic Systems, Solar Thermal Systems and Combustion units.

The purpose of this section is to provide guidance on zoning requirements as it relates to renewable energy infrastructure in the un-incorporated areas of Grayson County. Renewable Energy Infrastructure is allowed in all zone districts in accordance with the standards set forth in this article. Unless stated otherwise, structures associated with renewable energy infrastructure require a zoning permit.

Wind Turbines/Towers. Wind turbines/towers under 100 feet in height (measured from the adjacent grade to the uppermost portion of the turbine are allowed in all zone districts with a zoning permit. Wind turbines and/or the collection of wind turbines that have rated capacity of less than 100 KW is allowed in all zone districts. Proposed towers of a greater height (over 100 ft.) and/or towers that are proposed to be luminated shall require a Special Use Permit. Permitted towers shall be located at a setback distance from any adjacent property line and any public street, at the distance in feet that equals or exceeds the proposed height of the tower and wind turbine plus 25% of this distance.

Solar Photovoltaic and Solar Thermal Systems. Solar components proposed for existing roof or existing structures will not require a zoning permit. When solar is proposed for a stand-alone rack system or when a new structure is proposed, the structure or rack system will require a zoning permit and will follow the street and yard setbacks for the zone district. Solar photovoltaic and solar thermal systems with rated capacity of under 100KW or the equivalent is allowed in all zone districts. Utility scale solar power facilities will require a Special Use Permit. For the purpose of this Ordinance Utility Scale Solar are those systems with rated capacity of over 100 KW of electricity.

Hydropower Systems. Micro-hydro systems for personal use or business use are allowed in all zone districts and will not require a zoning permit. Utility scale hydropower systems will require a Special Use Permit. For the purpose of this Ordinance Utility Scale Hydropower are those systems with rated capacity of over 100 KW of electricity. Landowners should reference state and/or federal requirements for use of the waterway when the use of the waterway is regulated by state or federal law.

Combustion Units. Combustion units that are located inside the principal building or those that are an accessory to a home or business are allowed in all zone districts when the fuel source is woody biomass, coal or agricultural in nature. Incineration units where the primary fuel is solid waste and/or other products other than woody biomass or agricultural and/or when the unit is designed for off-site, utility scale electrical generation or when proposed as part of a commercial based solid waste disposal unit, shall require a location in the Industrial District.

3-15 Tower & Antenna Regulations. The purpose of this section is to establish general guidelines for the siting of towers and antennas. The goals of this section include; encouraging the towers in non-residential areas when possible, minimizing the total number of towers by providing adequate service through co-location where possible and to site the towers in ways that minimize negative visual impacts to the community.

3-15.1 Applicability. This section shall only apply to towers and antennas that are installed at heights greater than fifty (50) feet. Towers used for wind turbines shall be governed by **Article 3-14** and are exempt from this section.

The purpose of this section is for communications towers, albeit when other towers over fifty (50) feet are proposed applicable sections shall apply.

The placement of an antenna on (or in) an existing structure or existing tower or pole shall be allowed by right, when the additional height of the tower on the existing structure does not exceed an additional twenty (20) feet or more and the addition can meet Building Code Requirements.

Any tower structure or addition to a structure that may require FAA lighting will adhere to the requirements in this section.

3-15.2 General Guidelines and Requirements

1) Principal or Accessory Use—For purposes of determining compliance with area requirements, antennas and towers may be considered either principal or accessory uses. An existing use or an existing structure on the same lot shall not preclude the installation of antennas or towers on such lot. For purposes of determining whether the installation of a tower or antenna complies with district regulation, the dimensions of the entire lot shall control, even though the antennas or towers may be located on leased area within such lot. Towers that are constructed and antennas that are installed, in accordance with the

provisions of this ordinance shall not be deemed to constitute the expansion of a nonconforming use or structure.

2) Inventory of Existing Sites—Each application for an antenna and/or tower shall provide to the Zoning Administrator an inventory of its existing facilities that are either within the locality or within five (5) miles of the border thereof, including specific information about the location, height, and existing use and number of tenants on each tower. The Zoning Administrator may share such information with other applicants applying for approvals or special use permits under this ordinance or with other organizations seeking to locate antenna(s) within the jurisdiction of the locality, provided, however that the Zoning Administrator shall not, by sharing such information, in any way represent or warrant that such sites are available or suitable.

3) Design and Lighting—The requirements set forth in this section shall govern the location of all towers and the installation of all antennas governed by this ordinance; provided, however, that the County of Grayson may waive that the goals of this ordinance are better served thereby and in accordance with the following:

a) Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a neutral color, so as to reduce visual obtrusiveness. Dish antennas will be of a neutral, non-reflective color;

b) At a facility site, the design of the building and related structure shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend the tower facilities to the natural setting and surrounding structure;

c) If an antenna is installed on a structure other than a tower, the antenna and electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible;

d) Towers shall not be artificially lighted, unless required by the FAA or other applicable authority. If lighting is required, the Zoning Administrator may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding views;

e) No advertising of any type may be placed on the tower or accompanying facility unless as part of retrofitting an existing sign structure;

f) To permit co-location, the tower shall be designed and constructed to permit extension to two others users and to permit use by the County at no cost to the County as stated in 3-15.11.

g) Towers shall be designed to collapse within the lot lines or within the leased area in case of structural failure.

3-15.3 Federal Regulations. All towers must meet or exceed current standards and regulations of the FAA, FCC, and any other agency of the Federal or State Government with the authority to regulate towers and antennas.

3-15.4 Building Code. To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable federal, state, and local building codes and regulations.

3-15.5 Information Requirement

1) Each applicant requesting a special use permit under this ordinance shall submit a scaled plan and a scaled elevation view and other supporting drawings, calculations, and other documentation, signed and sealed by appropriate licensed professionals, showing the location and dimensions of all improvements, including information concerning topography, radio frequency coverage, tower height requirements, set-backs, drives, parking, fencing, landscaping and adjacent uses. The Zoning Administrator may require other information to be necessary to assess compliance with this Ordinance.

Additionally, applicant shall provide actual photographs of the site that include a simulated photographic image of the proposed tower. The photograph with the simulated image shall include the foreground, the mid-ground, and the background of the site.

2) An engineering report, certifying that the proposed tower is compatible for co-location with a minimum of three (3) users including the primary user, must be submitted by the applicant. This provision may be waived by the Board of Supervisors in a particular case.

3) The applicant shall provide copies of its co-location policy.

4) Antennas and sites for possible co-location are no higher in elevation than necessary.

3-15.6 Factors Considered in Granting Special Use Permits for New Towers

- 1) Height of the proposed tower;
- 2) Proximity of the tower to residential structures and residential district boundaries;
- 3) Nature of the uses on adjacent and nearby properties:
- 4) Surrounding topography;
- 5) Surrounding tree coverage and foliage;
- 6) Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness;
- 7) Proposed ingress and egress;
- 8) Co-location policy;
- 9) Language to facilitate co-location;
- 10) Consistency with the comprehensive plan and the purposes to be served by zoning;
- 11) Availability of suitable existing towers and other structures as discussed below; and
- 12) Proximity to commercial or private airports.

3-15.7 Availability of Suitable Existing Towers of Other Structures. New towers shall not be permitted unless the applicant can demonstrate to the reasonable satisfaction of the Board that existing towers or structures will not suffice for the applicant's proposed antenna. Evidence submitted to demonstrate this may include the following;

- 1) No existing towers or structures are located within the geographic area required to meet the applicant's engineering requirements;

- 2) Existing towers or structures are not of sufficient height to meet the applicant's engineering requirements;
- 3) Existing towers or structures do not have sufficient structural strength to support the applicant's proposed antenna and related equipment;
- 4) The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's antenna;
- 5) The fees, costs or contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for sharing are above industry standards; and
- 6) The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.

3-15.8 Setbacks. The following setback requirements shall apply to all towers and antennas for which a special use permit is required; provided, however, that the Board of Supervisors may reduce the standard setback requirement if the goals of this ordinance would be better served thereby. Those setbacks are:

- 1) The tower must be set back from any off-site residential structure no less than five hundred (500) feet;
- 2) Towers, guys, and accessory facilities must satisfy the minimum zoning district setback requirements for structures.

3-15.9 Security Fencing. Towers shall be enclosed by security fencing not less than six (6) feet in height and shall also be equipped with an appropriate anti-climb device; provided, however, that the Grayson County Board of Supervisors may waive such requirements, as it deems appropriate.

3-15.10 Landscaping. The following requirements shall govern the landscaping surrounding towers for which a special use permit is required; provided, however, the Grayson County Board of Supervisors may waive such requirements if the goals of this Ordinance would be better served thereby. The following are landscaping requirements:

- 1) Tower facilities shall be landscaped with a buffer of plant materials that effectively screen the view of the support buildings from adjacent property. The standard buffer shall consist of a landscaped strip at least four (4) feet wide outside the perimeter of the facilities;
- 2) In locations in which the Grayson County Board of Supervisors find that the visual impact of the tower would be minimal, the landscaping requirement may be reduced or waived altogether;
- 3) Existing mature tree growth and natural landforms on the site shall be preserved to the maximum extent possible. In some cases, such as towers sited on large, wooded lots, the Grayson County Board of Supervisors may determine the natural growth around the property perimeter may be sufficient buffer; and

4) Existing trees within two hundred (200) feet of the tower shall not be removed except as may be authorized to permit construction of the tower and guy wires, if applicable, and installation of access for vehicle utilities. The Grayson County Board of Supervisors in a particular case may waive this provision.

3-15.11 Local Government Access. Owners of towers shall provide Grayson County and/or its political subdivision or agent, with space on the tower, at no cost to the county, at an elevation of at least one-hundred (130) feet (or at another height to

be determined jointly by the owner of the tower and the county), to accommodate the county's needs.

3-15.12 Removal of Abandoned Antennas and Towers Any antenna or tower that is not operated for a continuous period of twenty-four (24) months shall be considered abandoned, and the owner of each such antenna or tower shall remove same within ninety (90) days of receipt of notice from Grayson County notifying the owner of such removal equipment requirement. Removal includes the removal of the tower, all tower and fence footers, underground cables, guy wires and anchors and support buildings. The building and footers may remain with owner's approval. If there are two (2) or more users of a single tower, then this provision shall not become effective until all users cease using the tower.

3-16 Automobile Graveyard. Automobile Graveyard is defined as; Any lot or place which is exposed to the weather upon which more than five (5) unlicensed and/or inoperable motor vehicles of any kind are placed, located or found.

Unlicensed shall mean that a current license plate tag, from the Department of Motor Vehicles (DMV) is not attached to the vehicle.

Inoperable motor vehicle shall mean any motor vehicle, trailer or semitrailer which is not in operating condition; or does not display valid DMV license plates; or does not display an inspection decal that is valid. May also include the major element of a vehicle when the entire vehicle is not present, such as the shell and/or frame.

3-16.1 Storage of vehicles. Allowable storage of motor vehicles, shall mean the ability to store up to five (5) unlicensed and/or inoperable motor vehicles, exposed to weather, when listed as an allowed use in the zone district. Indoor storage of vehicles (of any number of vehicles) is allowed, when the visible presence of the storage is not apparent from outside of the structure.

Agricultural Storage of Vehicles. The use of a property for agricultural purposes shall exempt the property from this section when the landowner can prove that 1) the property upon which the vehicle storage occurs is used for agricultural purpose and 2) that a current "Tangible Business Personal

Property" tax form was submitted to the Commissioner or Revenue for the agricultural operation and those farm use vehicles that may be considered inoperable and/or not licensed and used for farm purposes.

Automobile and Farm Vehicle Sales & Service. The use of a property for a business related operation (where services are given in exchange for a fee) that is affiliated with Automobile and/or Farm Vehicle Sales & Service operations, may keep a temporary storage of vehicles to be repaired, stored and or processed as part of the primary business operation and shall be exempt from this section when the landowner can show 1) that there is an automobile or farm vehicle related business associated with the storage or inoperable or unlicensed

vehicles 2) that a current "Tangible Building Personal Property" tax form was submitted to the Commissioner of Revenue for the business listed and equipment and inventory used as part of the business.

- 3-16.2 **Operation of Automobile Graveyards.** The establishment and/or operation of Automobile Graveyard(s) is allowed in a Zone District when Automobile Graveyard is listed as an allowable use or when listed as a Special Use and a Special Use Permit is granted in accordance with **Article 5.**

Automobile Graveyards in existence prior to the effective date of this ordinance may be considered an existing non-conforming use as determined by the Zoning Administrator in accordance with **Article 3-4.**

ARTICLE 4: ZONE DISTRICTS AND OFFICIAL ZONING MAP

- 4-1 **Establishment of Districts.** For the purpose of this ordinance, the unincorporated areas of Grayson County are divided into the following Zone districts:

<u>Zone District</u>	<u>Code</u>	<u>Page</u>
Rural Farm	RF	
Rural Residence	RR	
Light Commercial	LC	
Commercial	C	
Industrial	IND	
Highland/Recreation-Public	HR-P	
Service District	SD	
Shoreline Recreation	SR	

- 4-2 **Provisions of Official Zoning Map.** The boundaries and locations of each of these districts are hereby established as shown on the map entitled "Official Zoning Map of the County of Grayson, Virginia." The Zoning Map and all notations, amendments, and other information thereon are hereby made a part of this ordinance, the same as if such

information thereon are hereby made a part of this ordinance, the same as if such information set forth on the map were all fully described and set out herein. The Official Zoning Map is available at the Department of Planning & Community Development and/or available at the online GIS based zoning map available at the Department website. The Zoning Administrator can assist the public with zone district determinations.

- 4-3 Identification or Alteration of the Official Zoning Map.** All changes made in district boundaries or other matters shown on the Zoning Map must be in accordance with the provisions of this ordinance and the Code of Virginia, 1950, as amended, and shall be entered on the official zoning map within seven (7) days after the amendment has been approved by the Board of Supervisors. Any amendments to this ordinance which involves a change on the Official Zoning Map shall become effective immediately upon action of the Grayson County Board of Supervisors. No changes of any kind shall be made on the Official Zoning Map or matters shown thereon except in conformity with the procedures set forth in this ordinance. Any unauthorized change shall be considered a violation of this ordinance and punishable as a misdemeanor.
- 4-4 Rules for Interpretation of District Boundaries.** Where uncertainty exists with respect to the boundaries of districts as shown on the Official Zoning Map, the following rules shall apply:
- 1) Boundaries indicated as approximately following the center lines of railroads, streams, streets, roads, or alleys shall be interpreted as following such center lines;
 - 2) Boundaries indicated as approximately following platted lot lines shall be interpreted as following such lot lines and the extension of lot lines in the event that the boundary extends across un-platted tracts;
 - 3) Boundaries indicated as approximately following corporate limits shall be interpreted as following such corporate limits;
 - 4) Boundaries indicated as approximately following the center lines of streams, river, lakes, or other bodies of water shall be interpreted as following such center lines, and in the event of a change in the course of a body of water, shall be interpreted as moving with the actual center line;
 - 5) Boundaries indicated as parallel to or extensions of features indicated above shall be so interpreted. Distances not specifically indicated on the Official Zoning Map shall be determined by the scale of the map;
 - 6) Where natural or man-made features actually existing differ with those shown on the Official Zoning Map, the Planning Commission shall determine the district boundary; and
 - 7) Where a district boundary line divides a lot which was in single ownership at the time of passage of this ordinance and a determination is needed for the remainder of the portion, the Planning Commission shall review the need for zoning map clarification and determine the appropriate zone district.
- 4-5 District Regulations.** Each parcel of land in the un-incorporated areas of Grayson County is assigned a zone district classification. Landowners shall reference the Zone District for which the property is assigned, in addition to Article 3-General Requirements for all Zone Districts. To determine the zone district classification the tax map number for the parcel will be used as referenced on the Official Zone Map. The definitions in Article 2 shall apply for uses and special uses, unless otherwise stated in this Ordinance.

The Grayson County Zoning Ordinance is considered inclusive. This means that only those uses listed in the ordinance are allowed for the Zone District. Should the need arise for a use classification or to consider the inclusion of a use which is not listed, the

applicant should consult with the Administrator and consider applying for a Zone Text Amendment. A Zone Map Amendment or Rezone application is available for those who choose to pursue a map amendment to rezone their property to another zone district. Zone Text and Zone Map Amendment applications are available in the Department of Planning & Community Development and can be applied for in accordance with **Article 5 - Administration**.

Whenever the public necessity, convenience, general welfare, or good zoning practice requires, the Board of Supervisors may amend, supplement, or change the regulations, district boundaries, or classifications of property, by motion of the Board itself, or upon motion of the Planning Commission, or by petition as provided, and only after the required public hearings and report by the Planning Commission in accordance with **Code of Virginia, § 15.2-2286**.

Zone Districts

- 4-6 Rural Farm District (RF).** The purpose of this district is to preserve and protect the existing rural character, natural amenities, and the agricultural base of the County. This district is composed of agriculture and forest land, low-density residential uses and services with a mix of light industrial, low impact commercial services and outdoor recreational uses.

4-6.1 Uses Permitted. The following uses are permitted in Rural Farm Zone District.

- a. Accessory uses
- b. Agriculture
- c. Agriculture, High Intensity, as specified in **Article 2-11**
- d. Automobile and Farm Machinery, Sales and Service, in accordance with **Article 3-12**
- e. Bed & Breakfast/Lodges/Inns (six bedrooms or less)
- f. Camping Units/Recreational Vehicles in accordance with **Article 2-111**
- g. Commercial Stables for equine in accordance with **Article 3-12**
- h. Community Center in accordance with **Article 3-12**
- i. Construction and Repair Services in accordance with **Article 3-12**
- j. Construction Sales and Services in accordance with **Article 3-12**
- k. Country stores in accordance with **Article 3-12**
- l. Custom Slaughter as defined in **Article 2-44**
- m. Educational Facilities in accordance with **Article 3-12**
- n. Emergency Services Infrastructure in accordance with **Article 3-12**
- o. Flea Markets
- p. General Retail under 15,000 square feet in accordance with **Article 3-12**
- q. Health & Fitness Clubs in accordance with **Article 3-12**
- r. Home occupation(s) in accordance with **Article 2-68**

- s. Human Service facilities in accordance with Article 2-71
- t. Hunting, fishing, outdoor recreation
- u. Libraries in accordance with Article 3-12
- v. Light Manufacturing in accordance with Article 3-12
- w. Medical/Dental Clinics in accordance with Article 3-12
- x. Museums in accordance with Article 3-12
- y. Personal Service in accordance with Article 3-12
- z. Places of Worship in accordance with Article 3-12
- aa. Playgrounds - Private and Public
- bb. Post Office
- cc. Print Shop in accordance with Article 3-12
- dd. Professional Office Services in accordance with Article 3-12
- ee. Recycling Collection Centers
- ff. Renewable Energy Infrastructure in accordance with Article 3-14
- gg. Restaurants in accordance with Article 3-12
- hh. Retreat Center in accordance with Article 3-12
- ii. Sawmills-small scale in accordance with Article 2-121
- jj. Signs, in accordance with Article 3-13
- kk. Single-family dwellings/ manufactured homes
- ll. Storage of Vehicles in accordance with Article 3-16
- mm. Temporary Accessory Manufactured Homes
- nn. Temporary Roadside Markets (less than 120 days)
- oo. Wildlife refuge or conservation area
- pp. Wineries & Microbrewery in accordance with Article 3-12

4-6.2 Special Uses Permitted. Special uses in the Rural Farm (RF) District will be permitted if approval is given in accordance with the Special Use Permit process as identified in Article 5- Administration

- a. Airplane Landing Strips
- b. Animal Clinic
- c. Automobile Graveyard
- d. Bars and Nightclubs

- e. Commercial Breeding Kennel and Commercial Boarding Kennel
- f. Commercial Recreation Attractions and Events
- g. Commercial warehouses and Commercial storage units that will not contain hazardous materials and are not considered High Hazard Group H according to the Virginia Construction Code.
- h. Commercial Slaughterhouse/Meat Processing
- i. Communication Tower & Antennas in accordance with **Article 3-15**
- j. High Volume Kennels
- k. Hospitals
- l. Hotels, Motels, Lodges, Inns, or Bed-and-Breakfast establishments (seven bedrooms or more)
- m. Multi-family residential units.(such as apartments/condominium)
- n. Public recreational facilities such as parks, golf courses, tennis clubs, public swimming pools unless already permitted as part of an approved facility or special use.
 - o. Recreation Vehicle Parks, Manufactured Home Parks and/or Campgrounds in accordance with **Article 3-11**
 - p. Recycling Processing Facilities
 - q. Retreat Center- Overnight
 - r. Rock Quarrying, Sand & Gravel Operations when disturbing less than 10 acres in size
 - s. Schools
 - t. Stockyards

4-6.3 Area of Lot. Minimum lot size shall be 30,000 square feet or .688 acre.

4-6.4 Street Setback. Structure(s) or the outermost portion of a structure, shall be placed a minimum distance of 35 feet from the centerline of any public street or road. When the structure fronts a street cul de sac, the distance shall be a minimum of 15 feet from the design radius of the cul de sac.

4-6.5 Yard setback. Structure(s) shall be placed a minimum distance of 10 feet from all adjoining property lines.

4-7 Rural Residential (RR). The purpose of this district is to create residential communities and to maintain the character of those communities by allowing uses with minimal nuisance qualities. Many properties in the Rural Residential Zone Districts were designed as part of approved subdivisions for residential homes and the general nature is residential with limits on commercial activity.

4-7.1 Uses Permitted. The following uses are permitted in Rural Residential Zone.

- a. Accessory uses
- b. Agriculture
- c. Camping Units/ Recreational Vehicles in accordance with Article 2-111
- d. Home Occupation(s) - Limited, in accordance with Article 2-69
- e. Human Service Facilities in accordance with Article 2-71
- f. Hunting, fishing, outdoor recreation
- g. Playgrounds- Private and Public
- h. Recycling Collection Centers
- i. Renewable Energy Infrastructure in accordance with Article 3-14
- j. Signs, as regulated in Article 3-13
- k. Single-family dwellings/ manufactured homes
- l. Storage of Vehicles in accordance with Article 3-16
- m. Temporary Accessory Manufactured Homes

4-7.2 Special Uses Permitted. Special Uses in the Rural Residential (RR) District will be permitted if approval is given in accordance with the Special Use Permit process as identified in Article 5- Administration.

- a. Bed & Breakfast/Lodges/Inns (six bedrooms or less)
- b. Communication Tower & Antennas in accordance with Article 3-15
- c. Commercial Breeding Kennels and Commercial Boarding Kennels
- d. Community Center
- e. Country stores
- f. Emergency Services Infrastructure
- g. General Retail under 15,000 square feet in area
- h. High-Volume Kennels
- i. Home Occupations when over 5 persons engaged in the activity
- j. Multi-family residential units.(such as apartments/condos)
- k. Places of Worship
- l. Public recreational facilities such as parks, golf courses, tennis clubs, public swimming pools unless already permitted as part of an already approved facility or special use.
- m. Restaurants
- n. Schools
- o. Sawmills-small scale in accordance with Article 2-121

- p. Temporary roadside markets (less than 120 days)

4-7.3 Area of Lot. Minimum lot size shall be 30,000 square feet or .688 acre.

4-7.4 Street Setback. Structure(s) or the outermost portion of a structure, shall be placed a minimum distance of 35 feet from the centerline of any public street or road. When the structure fronts a street cul de sac, the distance shall be a minimum of 15 feet from the design radius of the cul de sac.

4-7.5 Yard Setback. Structure(s) shall be placed a minimum distance of 10 feet from all adjoining property lines.

4-8 Light Commercial District (LC). Light Commercial district was originally designed to distinguish between those businesses that provide low volume commercial activity and the regular commercial district. As part of the 2014 revision the intent is to promote the expansion of business and commercial activity in Grayson County. For the purpose of this ordinance, the standards listed for Commercial District (below) shall apply to all properties zoned Light Commercial.

4-9 Commercial District(C). This district is designed for retail, office and service business. The activities associated with these uses may generate large volumes of traffic and have frequent delivery of goods and services. Commercial properties should be located along primary transportation corridors and within range of population centers. Commercial activities require advanced infrastructure and good access to public roads.

4-9.1 Uses Permitted. The following uses are permitted in Commercial Zone District.

- a. Accessory uses
- b. Agriculture
- c. Agriculture - High Intensity in accordance with Article 2-11
- d. Animal Clinic
- e. Automobile and Farm Machinery, Sales and Service
- f. Banks
- g. Camping Units/Recreational Vehicles in accordance with Article 2-111
- h. Commercial Recreation Attractions/Events
- i. Commercial Stables
- j. Commercial warehouses and Commercial storage units that will not contain hazardous materials and are not considered High Hazard Group H according to the Virginia Construction Code.
- k. Community Center
- l. Construction and Repair Services
- m. Construction Sales and Services
- n. Country stores
- o. Custom Slaughter

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- p. Educational Facilities**
- q. Emergency Services Infrastructure**
- r. Flea Markets**

- s. Funeral homes**
- t. General Retail under 15,000 square feet**
- u. Home Occupation(s)**
- v. Hotels, Motels, Lodges, Inns, or Bed-and-Breakfast establishments**
- w. Human Service facilities in Accordance with Article 2-71**
- x. Hunting, Fishing, Outdoor Recreation**
- y. Laundry mats and dry cleaners**
- z. Libraries**
- aa. Light Manufacturing in accordance with Article 3-12**
- bb. Medical/Dental Clinics**
- cc. Museums**
- dd. Multi-family residential units.(such as apartments/condos)**
- ee. Personal Service Business**
- ff. Places of Worship**
- gg. Playgrounds**
- hh. Post Office**
- ii. Print Shop**
- jj. Printing & publishing facilities (high volume)**
- kk. Professional Office Services**
- ll. Public recreational facilities such as parks, golf courses, tennis clubs, public swimming pools unless already permitted as part of an approved facility or special use**
- mm. Recycling Collection Centers**
- nn. Recycling Processing Facilities**
- oo. Renewable Energy Infrastructure in accordance with Article 3-14**

- pp. Restaurants
- qq. Retreat Center - Overnight
- rr. Sawmills-small scale in accordance with Article 2-121
- ss. Signs, in accordance with Article 3-13
- tt. Single-family dwellings/ manufactured homes
- uu. Storage of Vehicles in accordance with Article 3-16
- vv. Temporary Accessory Manufactured Homes
- xx. Temporary Roadside Markets (less than 120 days)
- yy. Theatres and Entertainment arenas
- zz. Wineries & Micro-brewery

4-9.2 Special Uses Permitted. Special Uses in the Commercial District will be permitted if approval is given in accordance with the Special Use Permit process identified in Article 5- Administration.

- a. Adult entertainment/retail
- b. Automobile Graveyard
- c. Bars and Nightclubs
- d. Commercial Breeding Kennel and Commercial Boarding Kennel
- e. Commercial Slaughterhouse/Meat packing
- f. Communication Tower & Antennas in accordance with Article 3-15
- g. High Volume Kennel
- h. Hospitals
- i. Recreation Vehicle Parks, Manufactured Home Parks and Campgrounds in accordance with Article 3-11
- j. Retail over 15,000 square feet in size
- k. Rock Quarrying, Sand & Gravel Operations when disturbing less than 10 acres in size.
- l. Schools
- m. Stockyards
- n. Truck stops and/or Wholesale distribution centers

4-9.3 Area of Lot. Minimum lot sizes for commercial district shall be based on the area required to safely and adequately provide the services needed for commercial establishments, will be based on the proposed use and separation distances required to ensure that health, safety and welfare is considered.

4-9.4 Street Setback. Structure(s) or the outermost portion of a structure, shall be placed a minimum distance of 35 feet from the centerline of any public street or road. When the structure fronts a street cul de sac, the distance shall be a minimum of 15 feet from the design radius of the cul de sac.

4-9.5 Yard setback. Structure(s) shall be placed a minimum distance of 10 feet from all adjoining property lines or when adjoining properties are in agreement zero lot lines may be allowed with prior approval from the Building Official.

4-10 Industrial (I) District (IND). The purpose of the Industrial District is to delineate those areas of the county that are suitable for industrial development. These properties shall be located in areas capable of providing separation distances that are necessary to minimize any nuisance to adjacent commercial and residential areas. Properties shall be located along primary transportation corridors to accommodate the increased traffic flows and the delivery of services that result from industrial uses. Industrial properties may require advanced water and wastewater and/or electrical infrastructure. Industrial uses include manufacturing and assembly of products, in addition to those uses that are capable of creating smells, noise, nuisance or significant impact to the land, air and/or water resources.

*For operations that can be considered Light Manufacturing (as defined in **Article 2**) some industrial type uses may be allowed in Rural Farm District and Commercial Zone District.

4-10.1 Uses Permitted. The following uses are allowed in the Industrial District.

- a. Accessory Uses
- b. Agriculture and Agriculture High-Intensity
- c. Assembly of electrical appliances, electronic instruments and devices, radios and phonographs. Also, the manufacture of small parts such as coils, condensers, transformers, and crystal holders
- d. Automobile, Farm machinery, other transportation units. Assembling, painting, upholstering, repairing, rebuilding reconditioning, body and fender work, truck repairing or overhauling, welding or machine shop
- e. Automobile and Farm Machinery Sales and Service
- f. Automobile Graveyard
- g. Automobile Salvage Yards & Processing of scrap metals and/or other types of salvage when non-hazardous materials are stored or processed
- h. Boat building
- i. Call Centers and Data Processing/Storage Facilities
- k. Commercial Breeding Kennel & Commercial Boarding Kennel
- l. Commercial Slaughterhouse/Meat Processing

- f. Commercial Storage Units
- g. Commercial Warehouse
- h. Computer and Electronics, assembling, repair, disassembly and associated uses
- i. Construction and Repair Services
- j. Construction Sales and Service
- k. Contractors equipment storage yards or plants, or rental of equipment commonly used by contractors
- l. Electrical Equipment, Appliance and Component Manufacturing
- m. Emergency Service Infrastructure
- n. Fabrication of Metal/Metal Products and associated infrastructure
- o. Fitness Equipment assembly and manufacturing
- p. Furniture and assembled wood manufacturing and related infrastructure
- q. High-Volume Kennel
- r. Laboratories and the manufacturing or packaging pharmaceutical or medical supplies
- s. Machinery Manufacturing and Machining of products
- t. Manufacture and assembling of articles of merchandise from the following previously prepared materials: bone, cellophane, canvas, cloth, feathers, felt, fiber, fur, glass, hair, horn, leather, paper, plastic, precious or semi-precious metals or stones, rubber, shell, straw, textiles, tobacco, wood, yarn, and paint
- u. Manufacture of pottery and figurines or other similar ceramic products, using only previously pulverized clay, and kilns only by electricity or gas
- v. Manufacture, processing, packaging, or treatment of such products as bakery goods, candy, cosmetics, dairy products, perfumes, perfumed toilet soap, toiletries, food products, clothing, textiles
- w. Monumental stone works
- x. Printing & publishing facilities (high volume)
- y. Recycling Collection Centers
- z. Recycling Processing Facility
- aa. Sawmill -Small Scale & Large Scale
- bb. Signs, in accordance with Article 3-13

- cc. Single-family dwellings/Manufactured Home existing on date of ordinance
- dd. Stockyard
- ee. Storage of Vehicles in accordance with Article 3-16
- ff. Temporary Roadside Markets (less than 120 days)
- hh. Industry involved with Textile, Knitting Mills, Apparel Specialty fibers and associated infrastructure
- ii. Truck terminals and or truck stops
- jj. Wholesale businesses

4-10.2 Special Uses Permitted. Special Uses in the Industrial District will be permitted if approval is given in accordance with the Special Use Permit process in Article 5- Administration.

- a. Asphalt Plants and Production of Asphalt
- b. Chemical and Allied products manufacturing
- c. Mines and mining related facilities
- d. Public Airports
- e. Communications towers and antennas pursuant to and subject to the conditions under Article 3-15.
- f. Hazardous waste treatment, storage, or disposal facilities
- h. Incineration facilities
- i. Landfill-Municipal
- j. Metal mining
- k. Oil & Gas extracting and refining
- l. Pulp mills and/or industrial paper and allied products manufacturing
- m. Rock Quarries, sand, gravel, or crushed stone operations
- n. Wood preserving and/or chemical treatment for products to be used off site or sold to offsite operations
- o. Utility scale generation of power (over 100 kw)

4-10.3 Area of Lot. Minimum lot sizes for Industrial district shall be based on the area required to safely and adequately provide the services and separation distances needed for industrial uses. To rezone to Industrial Zone a site plan, list of industrial uses, processes and potentially hazardous materials shall be submitted to the Planning Commission who shall determine if the lot is of sufficient size. For

those areas already zoned Industrial, the existing lot size shall suffice, unless the Building Official determines that hazardous materials will require additional setbacks that would require a larger lot size.

4-10.4 Street Setback. Structure(s) or the outermost portion of a structure, shall be placed a minimum distance of 35 feet from the centerline of any public street or road. When the structure fronts a street cul de sac, the distance shall be a minimum of 15 feet from the design radius of the cul de sac.

4-10.5 Yard setback - Structures that store or use hazardous materials considered High Hazard Group H according to the Virginia Construction Code must be located at the minimum allowable setback distance as directed by the Building Official. All other structures must be located at least 100 feet from any adjoining property line unless the adjacent property line also belongs to Industrial Zone District.

4-11 Highland/Recreation-Public (HR-P). This district delineates those lands in Grayson County that are publicly owned and managed by public entities. It is understood that the land use regulations in this district lies under the authority and jurisdiction of the public entity in ownership of this land. The Grayson County Zoning Ordinance does not have jurisdiction over properties within this district.

4-12 Service District (SD). This district contains public service utilities and infrastructure. The industrial nature of these activities require adequate lot sizes, separation distances and the proximity to the end user is considered.

4-12.1 Uses Permitted. The following uses are allowed in the Service District.

- a. Accessory uses
- b. Emergency Service Infrastructure
- c. Sewage treatment facility
- d. Signs in accordance with **Article 3-13**
- e. Transmission towers and/or other infrastructure for electric, radio, telephone and other necessary public services.
- f. Utility Buildings
- g. Water Extraction or Treatment facility

4-12.2 Special Uses Permitted. Special Uses in the Service District will be permitted if approval is given in accordance with the Special Use Permit process in **Article 5- Administration**

- a. Electric power generation, transmission, booster and relay stations
- b. Incineration facility
- c. Recycling Processing Facility

4-12.3 Area of Lot. Minimum lot sizes for Service district shall be based on the area required to safely and adequately provide the services and separation distances needed for applicable uses. To rezone to Service District Zone a site plan, list of

industrial uses, processes and potentially hazardous materials shall be submitted to the Planning Commission who shall determine if the lot is of sufficient size.

4-12.4 Street Setback. Structure(s) or the outermost portion of a structure, shall be placed a minimum distance of 35 from the centerline of any public street

or road. When the structure fronts a street cul de sac, the distance shall be a minimum of 15 feet from the design radius of the cul de sac.

4-12.5 Yard setback. Structure(s) shall be placed a minimum distance of 10 feet from all adjoining property lines.

4-12.6 Other Requirements. Permitted uses shall be conducted wholly within a completely enclosed building or with an area enclosed on all sides by a solid masonry wall, uniformly painted solid board fence, chain link fence, or evergreen hedge six (6) feet in height. Public utilities and signs requiring natural air circulation, unobstructed view or other technical consideration necessary for proper operation can apply for exemption to this provision.

4-13 Shoreline Recreation District (SR). The Shoreline Recreation Zone District is composed of small lots along the New River. These lots were created by a series of Shoreline Recreation Subdivisions and designed for recreational use of the river. The small lot sizes (.1 to 1+ acre tracts) in dense areas, combined with the location of these lots in the FEMA Special Flood Hazard Area (SFHA), create unique development challenges. The purpose of the zone district is to guide development so that the public's enjoyment of the New River can coexist with flood hazard mitigation required by the National Flood Insurance Program and the Federal Emergency Management Agency (FEMA). Most of the land area in the Shoreline Recreation Zone District is in the FEMA designated Special Flood Hazard Area (commonly referred to as floodplain). In this floodplain, federal requirements determine what type of development can occur. The development standards are based on FEMA requirements for floodplains, the Grayson County Floodplain Ordinance and Building Codes for flood prone construction. Protecting the capacity of the floodplain to carry flood waters, preserving the New River view shed and design for community health, safety and welfare are priorities for this Zone District.

4-13.1 Uses Permitted. The following uses are permitted in Shoreline Recreation Zone District.

- a. Camping provided adequate water and sewerage facilities are provided and recreational vehicle(s) operate in accordance with Article 2-111
- b. Parking of personal vehicle(s), towable trailer(s) and recreational vehicle(s) in accordance with Article 2-111. Recreational vehicles & trailers must be highway ready. Highway ready is defined as; having wheels & tires, a functional towing mechanism or the ability to be self-propelled, not attached to other structures and quick disconnect type utilities.
- c. Outdoor Recreation
- d. Non-residential building structure(s) as allowed in Article 4-13.3 and in accordance with the design requirements of this Article.

4-13.2 Permits Required. Permits are required for all structures in the Shoreline Recreation Zone District. Grading, fill and other types of development may be regulated by the Grayson County Floodplain Ordinance, Grayson County Erosion & Sediment Control Ordinance or Grayson County Stormwater Ordinance.

4-13.3 Allowed Structure(s). The structures listed below are allowed in Shoreline Recreation Zone District and may be permitted when installed/constructed to the design standards of this Article.

1) **Storage Shed(s).** Storage shed(s) with up to four (4) walls are allowed and may be permitted when;

- a. site is not located in the FEMA Special Flood Hazard Area/Floodplain as determined by licensed professional.
- b. the size is under 180 sq. ft. in area.
- c. structure used for storage of equipment. Cannot be used for living areas, bathrooms or other uses.
- d. structure is properly anchored at the design location to resist movement or floatation in accordance with the Grayson County Building Code.

2) **Open Air or One-Walled Structure(s).** Structure(s) with no walls (open air) or structure(s) that have one (1) solid wall or part of one (1) wall located on the structure. Any wall must be installed parallel to the river flow (cannot impede direction of river flow). In addition to the one (1) solid wall, these structures can utilize an open air system, deck railings, railing type half walls, fully screened or partially screened structures with up to one screen door. Screens must be installed to break away in flood events. Structure types that are allowed with open-air or one-wall system include the following types:

- a. Gazebo(s)
- b. Picnic shelter(s)
- c. Carport(s) and similar structures used to cover recreational vehicle(s) in accordance with Article 4-13.13
- d. Free standing deck (no roof and not attached to other structures)
- e. Deck in conjunction with other allowed structure (structurally tied or fastened together)
- f. Covered deck (a deck with a roof)

4-13.4 Parking Areas. Concrete, asphalt or gravel parking areas, are allowed, when the proposed height is equal to or less than the existing grade.

Proposed parking areas or earth fill, proposed at a height more than the existing grade will require a floodplain encroachment review by the Zoning Administrator prior to placement.

Placement of fill, stone or other materials in the FEMA Floodplain is not allowed without a Floodplain Development Permit in accordance with the **Floodplain Ordinance**.

4-13.5 Free movement. Structure(s) shall be placed/ constructed to allow the free movement of recreational vehicle(s) on the lot(s). Structure(s) cannot be physically attached to recreational vehicle(s). Recreational Vehicles must be highway-ready and shall not be anchored or permanently attached to the ground.

4.13.6 Density Requirement. The density requirement replaced the one-structure per lot rule. The density requirement achieves two goals: 1) To preserve the open space and scenic quality of the New River shoreline 2) To limit the square footage of manmade structures that can impede flood waters and obstruct the dissipation of flood waters/flood debris during flood events.

Proposed structures with a roof/overhead surface must demonstrate that the structure can meet the density requirement prior to issuance of permit. To meet the density requirement, the density threshold cannot be exceeded for any lot on record.

Density Threshold =When the area of all combined roofed structures on any lot, exceeds 10% of the total lot size/land area (sq. ft.).

Combined roofed structures is the total (sum of) square footage of all (existing and proposed) roofed structures on the lot.

The lot size is determined by the lot size on record in the county land records. When recorded in acreage units, lot sizes will be converted to square footage to determine the density requirement. One (1) acre is 43,560 sq. ft.

The roof area of existing and proposed structures will be evaluated prior to new permits/replacement of existing structures. If the lot has sufficient area to meet the density requirement, a permit to construct a roofed structure will be considered.

Example= The Jones Family owns a 1/2 acre (.5 acre) lot. A ½ acre lot is 21,780 square feet.

They plan to build a carport with a roof dimension of 20 ft. wide x 30 ft. in length = 600 sq. ft. roof area

10% of the lot size = 2178 sq. ft. (.10 x 21,780 sq. ft. = 2178 sq. ft.)

(2178 sq. ft. is the max. sq. ft. of roofed structure(s) allowed on the lot, this would include the proposed 600 sq. ft. structure and any existing structures already on the lot)

Because the proposed carport roof is 600 sq. ft. and it is under the 2178 sq. ft. threshold. The density requirement can be met. They can also permit other structures until they meet that density threshold.

4-13.7 Structure Height. In the Shoreline Recreation Zone District, the height requirement is necessary to protect the common view shed of the New River. The maximum height allowed for any carport type structure shall be twenty-five (25') feet high. For all other types of allowed structures, the maximum height allowed shall be twenty (20') feet high. Height shall be measured from the tallest point of the structure/roof and measured to the base of the structure at ground level. Where uneven ground surfaces are involved, the highest adjacent grade shall be used for the base of the structure.

4-13.8 Floodprone Construction. All structures, electrical, plumbing, mechanical grading, fill, and any other development proposed for areas located within the FEMA designated Special Flood Hazard Area must meet the requirements of the **Grayson County Floodplain Ordinance** and applicable Building Codes for flood prone construction. In coordination with the FEMA Floodplain overlay at the Grayson County WebGIS site, the Administrator may require a FEMA Flood Elevation Certificate or Floodplain Determination by a licensed professional, when site specific data is needed to determine the base flood elevation on the site and whether or not proposed development is inside the Special Flood Hazard Area.

4-13.9 River Setback. It has been determined through minor flooding events, that the river periodically (recorded on an annual basis) overflows the banks at a distance of at least 50 feet from the riverbank edge. New structures, placed after [REDACTED], must be located a minimum distance of fifty (50) feet from the river bank edge at the time of permitting.

4-13.10 Septic System/On-site Sewage Disposal. Allowed with valid permit from the Virginia Department of Health.

4-13.11 Minimum Lot Size. Parcels created as part of an approved Shoreline Recreation Subdivision already meet the minimum lot size requirement with the lot size shown on the site plan/survey for the approved subdivision at the time of development. For example if the lot was created in 1989- the lot size on the original subdivision plat is the minimum lot size, unless any lot line revisions are proposed by the owner, in which case the .50 acre minimum lot size will apply.

The minimum lot size is either 1) the lot size determined at the time of the approved subdivision or 2) .50 acre for any parcel line revision.

The combination of lots and/or lot line revisions can be achieved in accordance with the **Grayson County Subdivision Ordinance**. To combine Shoreline Recreation lots, the landowner should reference the Subdivision Ordinance or contact the Subdivision Agent for appropriate guidance on parcel changes.

Parcels that increase in size, by the legal combination of lots, is encouraged in the Shoreline Recreation Zone District.

4-13.12 Street Setback. Structure(s) or the outermost portion of a structure, shall be placed a minimum distance of 35 feet from the centerline of any public street or road. When the structure fronts a street cul de sac, the distance shall be a minimum of 15 feet from the design radius of the cul de sac.

Where easements and private streets are involved, it is the responsibility of the property owner to ensure that they do not infringe on easement areas.

- 4-13.13 Mobility Requirement.** Carport type structure (s) and any similar structure, where the intent is to cover recreational vehicle(s), must meet the mobility requirement. Permits will not be issued for carports who cannot meet the mobility requirement.

The purpose of the mobility requirement is to ensure that recreational vehicle(s) placed under carports can be moved in the event of flooding conditions. Mobility

can be achieved by use of the same property and/or through another property with legal easement and/or by the use of a right of way to a public road.

Carport(s) which are proposed to be located, where the path of travel is towards an adjacent property line must meet the mobility setback. The mobility setback distance shall be used to demonstrate that the recreational vehicle can be properly moved. For these structures, the mobility setback distance for carport type structures will be calculated by using the length of the proposed structure. A distance twice (2x) the length of the proposed structure, to the property line at that side, shall be the mobility setback. This mobility setback shall be measured from the proposed structure edge on the side of the proposed towing mechanism or path of travel to the adjacent property line.

Mobility Requirement by Legal Easement or Right of Way. When it can be shown, with legal recorded easement, that the recreational vehicle can be moved onto another property/parcel on record, with a legal access easement or a right of way (direction of the towing mechanism or path of travel) from the subject property, and out and under from the proposed carport type structure, the proof of a legally recorded access easement and/or public right of way can fulfill the mobility requirement.

ARTICLE 5 - ADMINISTRATION OF ZONING ORDINANCE

- 5-1 Preface.** The purpose of this article is to introduce the landowner to the varied processes related to the administration of the Zoning Ordinance for the un-incorporated areas of Grayson County. Additional information and permit applications can be found at the Grayson County Government website or at The Department of Planning & Community Development at the Grayson County Courthouse.
- 5-2 Zoning Administrator.** The Office of Zoning Administrator is hereby established to administer and enforce this ordinance. The Zoning Administrator shall be designated by the Board of Supervisors and shall have all necessary authority granted by the Board of Supervisors to carry out their duties. The enabling authority for the locality to administer zoning can be found in §15.2-2286 (and related articles) as listed in the Code of Virginia. Duties of the Zoning Administrator (and/or any other person assigned by the Board of Supervisors to assist the Administrator) shall include but shall not be limited to:

1) Interpretation. The Zoning Administrator shall be the final authority as to the interpretation of the provisions of this ordinance, unless the decision is appealed and otherwise determined by the Board of Zoning Appeals in accordance with Article 5.

2) Review and Approval of Applications and Issuance of Zoning Permits. The Administrator shall prepare and provide the zoning permit applications, review the applications for zoning permits and issue zoning permits in compliance with this Ordinance.

3) Clerk to the Board of Zoning Appeals and Planning Commission. In those situations where a Special Use Permit, Zoning Text Amendment, Zone Map Amendment (Rezone), Variance or Appeal is applied for; the application will proceed to the Planning Commission and/or the Board of Zoning Appeals. The Administrator who serves as a clerk to these boards, when these applications are filed, will assist the applicant with the preparation and processing of these applications and permits in accordance with Article 5 of this Ordinance.

4) Records. The Zoning Administrator shall maintain records of the official actions taken with respect to the administration and enforcement of the Zoning Ordinance and these records shall be kept in the office of the Administrator and/or county storage unless specified otherwise.

5) Inspections/Violations. The Zoning Administrator is authorized to conduct inspections in the enforcement of the ordinance and is authorized to issue Notice of Violation(s) to ensure compliance with the Ordinance.

When evidence indicates that a permit has not been obtained prior to placement of a structure, illegal use of a property, or any other zoning violation has occurred and corrective action may be available to prevent a Notice of Violation, the Zoning Administrator is enabled to notify the property owner of the potential violation and pursue corrective actions with the cooperation of the property owner prior to Notice of Violation.

In those situations in which the property owner refuses to cooperate with the Administrator to remedy a potential violation within the timeframe given by the Administrator, a notice of violation shall be issued.

When it has been determined by the Administrator, that immediate action is needed in the interest of health, safety, welfare a Notice of Violation shall be issued.

Upon receipt of the Notice of Violation, the landowner and/or responsible party shall remedy the cause of the violation or file an appeal within 30 days of receipt of the notice, in accordance with Article 5-8.

At such time, that the 30 day time period for the landowner to take corrective action, has expired and when an application for appeal was not filed, the Administrator shall contact the county attorney and/or legal representative to pursue a misdemeanor charge and when required other corrective action in accordance with Code of Virginia, § 15.2-2286.

5-3 Board of Zoning Appeals. The Board of Zoning Appeals (BZA) shall operate in accordance with the parameters enabled by § 15.2-2308 - § 15.2-2314 Code of Virginia and the Organizational Documents approved by the membership to carry out their roles and responsibilities. The purpose of the Board of Zoning Appeals is:

- a. To hear and decide appeals from any order, requirement, decision or determination made by an administrative officer in the administration or enforcement of the ordinance or of any ordinance adopted pursuant thereto.
- b. To consider variance application requests by any property owner, tenant, government official, department, board or bureau in accordance with this Ordinance.
- c. To hear and decide applications for interpretation of the district map where there is any uncertainty as to the location of a district boundary.

The Zoning Administrator serves as the Clerk to the Board of Zoning Appeals and information about the Board of Zoning Appeals can be found at the Grayson County Department of Planning & Community Development, Grayson County Courthouse.

5-4 Planning Commission relation to Zoning Ordinance. The Planning Commission operates in accordance with the powers enabled by the Code of Virginia and the Organizational Documents approved by the membership to carry out their roles and responsibilities as it relates to zoning, subdivision and land use planning. The Planning Commission is an advisory board to the Board of Supervisors and will review and give advisory guidance about the following zoning applications and processes prior to the review by the Board of Supervisors;

- a. Zone Text Amendments as it relates to the Zoning Ordinance
- b. Zone Map Amendments (commonly referred to as Rezone applications)
- c. Review of Special Use Permit Applications

Other functions relate to the Planning Commission as part of the Subdivision Ordinance and Comprehensive Planning Process. Information about the Planning Commission is available at the Department of Planning & Community Development.

5-5 Board of Supervisors relation to Zoning Ordinance. The Board of Supervisors has been enabled by the Code of Virginia to serve as the legislative and local authority as it relates to the following zoning applications;

- a. Zone Text Amendments as it relates to the Zoning Ordinance
- b. Zone Map Amendments (commonly referred to as rezone applications)
- c. Review of Special Use Permit Applications.

After review and recommendation from the Planning Commission, the applications listed above proceed to the Board of Supervisors for review and approval. The decision of the Board of Supervisors is final, unless appealed in accordance with Article 5-13. Information about the Board of Supervisors is available at the County Administrator's Office, Grayson County Courthouse.

5-6 Public Notice Requirements. Public notice requirements are mandated by the Code of Virginia, and are required to notify the public about public hearings for pending zoning applications. The Clerk to the Planning Commission and the Board of Zoning Appeals shall mail public notice at least 5 days prior to the Public Hearing. The newspaper requirements are once a week for two consecutive weeks prior to each Public Hearing. Additional information about public notice as it relates to Public Hearings can be found at the Department of Planning & Community Development.

Table B Public Notice. Summarizes the type of notice to be given for each type of application.

Zoning Proposal	Published Notice Local newspaper	Notice to Owner and/or applicant	Notice Adjoining property owners	Other
Zoning Text Amendments	PC and BOS Public Hearings (once for two weeks each)	No	No	
Zoning Map Amendments or Rezones	PC and BOS Public Hearings (once for two weeks each)	Yes by Certified mail to property tax address on file	Yes, by Certified mail to property tax address on file.	The PC will have a Public Hearing followed by BOS Public Hearing
Special Use Permit applications	PC and BOS Public Hearings (once for two weeks each)	Yes by Certified mail to property tax address on file	Yes, by Certified mail to property tax address on file.	The PC will have a Public Hearing followed by BOS Public Hearing
Variances	BZA Public Hearing- once for two weeks	Yes by Certified mail to property tax address on file	Yes by Certified mail to property tax address on file	The BZA only has one Public Hearing
Appeals	BZA Public Hearing -once for two weeks	Yes by Certified mail to property tax address on file	Yes by Certified mail to property tax address on file	Appeals to the Circuit Court separate process

5-7 Application for Variance. The Board of Zoning Appeals has been given the authority to review and grant variances in accordance with Code of Virginia, § 15.2-2309 & § 15.2-2310. A variance application is used to seek reasonable deviation from certain provision(s) of the Zoning Ordinance. A variance cannot be used to seek a "change in use" when the proposed use does not align with the zone district. In applying for the variance the applicant must meet the criteria for a variance as defined in Article 2 of this Ordinance. To apply for a Zoning Variance;

- 1) The application must be completed and submitted to the Zoning Administrator located at the Department of Planning & Community Development.
- 2) A date and time for the Public Hearing and meeting of the BZA will be determined and scheduled for the next available meeting that can reasonably accommodate the Public Hearing notice requirements. All relevant materials will be given to the BZA at least one week prior to the meeting and public hearing.
- 3) The BZA shall hear the case and notify the property owner of the findings. If aggrieved by the decision of the BZA, the property owner has the right to file an appeal of the BZA in accordance with Code of Virginia, § 15.2-2314.

5-8 Appeal of the Zoning Administrator. The Board of Zoning Appeals has been enabled with the authority to hear the appeals of "determinations made in the administration or enforcement of zoning" in accordance with § 15.2-2311 and § 15.2-2312 of the Code of Virginia. To apply for an Appeal of the Zoning Administrator (or other official),

- 1) The appeal application or a written notice of the appeal that "clearly states the basis for the appeal" must be submitted to the Zoning Administrator within 30 days of the determination.
- 2) A date and time for the Public Hearing and meeting of the BZA will be determined and scheduled for the next available meeting that can reasonably accommodate the Public Hearing notice requirements. All relevant materials will be given to the BZA at least one week prior to the meeting and public hearing.
- 3) The BZA shall hear the case and notify the property owner of the findings. If aggrieved by the decision of the BZA, the property owner has the right to file an appeal of the BZA in accordance with Code of Virginia, § 15.2-2314.

5-9 Zoning Text Amendment. A zoning text amendment changes the zoning language in the Zoning Ordinance. Text Amendments can be initiated in accordance with § 15.2-2286 (7) of the Code of Virginia. To apply for a Zoning Text Amendment;

- 1) Consult with the Zoning Administrator for submittal of the application and fees.
- 2) A date and time for the next available Planning Commission meeting will be scheduled to ensure that the public hearing notice requirements can be met.
- 3) The Planning Commission will review the application, hold a public hearing and make a recommendation to the Board of Supervisors.
- 4) The Board of Supervisors will review the application, hold a public hearing and issue a determination regarding the zoning text amendment application.

5-10 Zoning Map Amendment (Rezone) A zoning map amendment or rezone application can change the zoning district classification for a parcel(s) as shown on the Official Zoning Map. Zone map amendments can be initiated in accordance with § 15.2-2286 (7), § 15.2-2284 and applicable sections of the Code of Virginia. To apply for a Zoning Map Amendment;

- 1) Consult with the Zoning Administrator for submittal of the application and fees.
- 2) A date and time for the next available Planning Commission meeting will be scheduled to ensure that the public hearing notice requirements can be met.

- 3) The Planning Commission will review the application, hold a public hearing and make a recommendation to the Board of Supervisors.
- 4) The Board of Supervisors will review the application, hold a public hearing and issue a determination regarding the zoning map amendment (rezone) application.

It is the role of the Planning Commission and the Board of Supervisors to ensure that the proposed zone map amendment will align with the zone district, community character, and the future goals identified in the Comprehensive Plan. The Code of Virginia, §15.2-2284 outlines the parameters reviewed as part of a rezone application.

5-11 Special Use Permit. (sometimes referred to as conditional use permits).The Zoning District regulations (**See Article 4- Zone District**) delineate a number of uses that are allowed by right. Those uses that require another level of review to ensure that the health, safety and welfare of the public can be met, are listed as Special Uses for the Zone District. When a Special Use is listed for the zone district a Special Use Permit application can be submitted. To apply for a Special Use Permit;

- 1) Consult with the Zoning Administrator for submittal of the application and fees.
- 2) A date and time for the next available Planning Commission meeting will be scheduled to ensure that the public hearing notice requirements can be met.
- 3) The Planning Commission will review the application, hold a public hearing and make a recommendation to the Board of Supervisors.
- 4) The Board of Supervisors will review the application, hold a public hearing and issue a determination regarding the Special Use Permit application.

The Special Use Permit, when granted by the Board of Supervisors, will be based on the site plan and application materials submitted by the applicant. Should the applicant choose to amend or change any aspect of the original application or site plan, the applicant can apply for an amendment to the Special Use Permit by following the procedure listed above.

Special Use Permits are granted to the tax map number(s) identified in the original application, and approval will remain with the land as long as the use (use listed with the original application) is valid, regardless of property ownership.

5-12 Appeal of the Board of Supervisors. An appeal of the Board of Supervisors decision as it relates to zoning applications must be filed within 30 days of the Board's decision and the appeal shall be filed with the Circuit Court having jurisdiction of the land affected by the decision, in accordance with the Code of Virginia § 15.2-2285 (F).

5-13 Fees. The fees for zoning applications shall be submitted at the time of application.

Zoning Permit Application	\$15.00
Zoning Text Amendment	\$55.00
Zone Map Amendment or Rezone	\$55.00 + *certified letter fee
Special Use Permit Application**	\$55.00 + *certified letter fee
Variance Application	\$55.00 + *certified letter fee
Appeal Application	\$100.00

*The Code of Virginia requires that certified letters be sent to the owner and adjoining landowners to meet the Public Hearing notice requirements. The application fee will be assessed based on (cost of certified letters) x (the number of property(s) that will be sent the certified letter). To determine the adjoining properties, the Grayson County WebGIS system and tax map numbers listed on the WebGIS will be used with addresses from the county data base in the Commissioner of Revenue Office.

The Grayson County Zoning Ordinance was first approved and recorded on December 8, 1998. Amendments have occurred on August 17, 1999, February 13, 2001, October 09, 2001, February 09, 2004, April 17, 2007, October 09, 2008, January 08, 2009, February 12, 2009, June 10, 2010, September 14, 2011, January 09, 2014 and May 8th, 2014.

This revision was prepared by the Grayson County Planning Commission and approved by the Grayson County Board of Supervisors on 2016.

I, Jonathan Sweet, Clerk to the Grayson County Board of Supervisors, certify this to be a true and exact copy of the Zoning Ordinance of Grayson County, Virginia as amended by the Grayson County Board of Supervisors on May 8th, 2014.

_____, Jonathan Sweet, County Administrator

Grayson County Zoning Ordinance- January 2016 Draft

IN RE: NEW BUSINESS

- BOARD APPOINTMENT(S)

Board of Zoning Appeals: Sam Shaver – term expires 3/31/16

The Board will either reappoint or appoint someone new – Glen E. Rosenbaum made the motion to table this appointment until next month; duly seconded by Michael S. Hash. Motion carried 4-0.

- BOARD OF EQUALIZATION (BOE)

Kenneth R. Belton referenced and read the memo that Mr. Sweet sent out regarding a general outline regarding the purpose and scope of a Board of Equalization and the criteria for making recommendations for appointment by the Grayson County Circuit Court Judge. The purpose of the BOE is to review real estate assessments and is the second step in the mandated appeal process required by the Commonwealth of Virginia. The BOE is an independent board, as authorized by the Code of Virginia, appointed by the Circuit Court Judge, and trained by the Virginia Department of Taxation. BOEs are quasi-judicial bodies with specific legal powers that are very limited in scope – they have powers in the matter of equalizing the burden of real estate taxation but have no other legal authority. BOEs help to insure the principle of citizen-control over assessments. The BOE has no connection to the General Assessor or the Commissioner of Revenue, but may utilize their staff and information in the process of reviewing assessments. Per Virginia Code §58.1-3374 (2014): Except as provided in § 58.1-3371 or 58.1-3373, every board of equalization shall be composed of not less than three nor more than five members. In addition to such regular members, at the request of the local governing body, the circuit court for any locality shall appoint one alternate member in the case of a three-member board and two alternate members in the case of a five-member board. The qualifications, terms and compensation of alternate members shall be the same as those of regular members. A regular member when he knows he will be absent from or

will have to abstain from any proceeding at a meeting shall notify the chairman of the board of equalization at least 24 hours prior to the meeting of such fact. The chairman may select an alternate to serve in the absent or abstaining member's place and the records of the board shall so note. Such alternate member may vote on any proceeding in which a regular member is absent or abstains. All members of every board of equalization, including alternate members, shall be residents, a majority of whom shall be freeholders, in the county or city for which they are to serve and shall be selected from the citizens of the county or city. Appointments to the board of equalization shall be broadly representative of the community. Thirty percent of the members of the board shall be commercial or residential real estate appraisers, other real estate professionals, builders, developers, or legal or financial professionals, and at least one such member shall sit in all cases involving commercial, industrial or multi-family residential property, unless waived by the taxpayer. No member of the board of assessors shall be eligible for appointment to the board of equalization for the same reassessment. In order to be eligible for appointment, each prospective member of such board shall attend and participate in the basic course of instruction given by the Department of Taxation under § 58.1-206. In addition, at least once in every four years of service on a board of equalization, each member of a board of equalization shall take continuing education instruction provided by the Tax Commissioner pursuant to § 58.1-206. Any vacancy occurring on any board of equalization shall be filled for the unexpired term by the authority making the original appointment.

On any board or panel thereof considering appeals of commercial or multi-family residential property in a locality with a population exceeding 100,000, 30 percent of the members of such board or panel shall be commercial or multi-family residential real estate appraisers who are licensed and certified by the Virginia Real Estate Appraiser Board to serve as general real estate appraisers, other commercial or multi-family real estate professionals or licensed commercial or multi-family real estate brokers, builders, developers, active or retired members of the Virginia State Bar, or other legal or financial professionals whose area of practice requires or required knowledge of the valuation of property, real estate transactions, building costs, accounting, finance, or statistics. For the purposes of this section, commercial or multi-family residential property shall be defined as any property that is either operated as or zoned for use as commercial, industrial or multi-family residential rental property. Code 1950, § 58-899; 1979, c. 577; 1983, c. 304; 1984, c. 675; 1995, c. 24; 2003, c. 1036; 2009, c. 25; 2010, c. 552; 2011, c. 10; 2013, c. 197. Applications were handed out to each Board member. John S. Fant stated that he felt that the goal for the Board needed to be five (5) members for the BOE to have equal representation.

IN RE: MUTUAL AID AND COOPERATION AGREEMENT FOR LAW ENFORCEMENT
SERVICES FOR GRAYSON COUNTY, VIRGINIA AND WASHINGTON COUNTY,
VIRGINIA

Mitchell L. Smith explained the memo/agreement (listed below) and noted that this is a good thing to have since Grayson County does occasionally have to cross county lines during investigations, etc. John S. Fant made the motion to adopt; duly seconded by Michael S. Hash. Roll call vote as follows: Glen E. Rosenbaum – Aye; Michael S. Hash – Aye; John S. Fant – Aye; Kenneth R. Belton – Aye. Motion carried 4-0.

February 1, 2016

Jonathan Sweet, County Administrator
Grayson County Administrator's Office
Grayson County Courthouse
P.O. Box 217
Independence, Virginia 24343

RE: GRAYSON COUNTY, VIRGINIA
Request for Review, Approval, and Certification
Of Mutual Aid and Cooperation Agreement for Law Enforcement Services (2016 – 2019)

Dear Mr. Sweet:

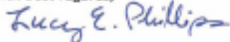
Enclosed for review, approval, and signature on behalf of the governing body and chief law enforcement officer(s), please find a proposed Mutual Aid Agreement. Please have the enclosed Agreement signed on behalf of both the governing body and law enforcement officials, and return the original signed document to me. I will have it signed on behalf of Washington County and return to you a fully executed copy of the agreement.

This Agreement replaces the prior Agreement that terminated on December 31, 2015. It is the same as the previous version except for proposed revision of paragraph 15, which is revised to allow the Agreement to remain effective past its termination date of December 31, 2019, until a new agreement is certified to replace it. Further, it clarifies that the Agreement continues in effect despite any changes in administration that may occur within its term of January 1, 2016 through December 31, 2019, but any party may terminate the Agreement with 15 days advance written notice to the other party.

Finally, please note in the certification section the date of approval by the governing body and confirm the accuracy of the names stated in the certification section.

Do not hesitate to contact me if you have questions.

With best regards,



Lucy E. Phillips
County Attorney

Cover Letter Only: Sheriff Richard A. Vaughan (rafv@graysoncountysheriff.com)

**MUTUAL AID AND COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES FOR
GRAYSON COUNTY, VIRGINIA, AND WASHINGTON COUNTY, VIRGINIA**

Pursuant to Virginia Code §§ 15.2-1724, 15.2-1726, 15.2-1730.1, and 15.2-1736 (1950, as amended), in order that law enforcement services of each County better serve their citizens, this Mutual Aid and Cooperation Agreement for Law Enforcement Services ("Agreement") is made this the 1st day of January, 2016, by and between the County of Grayson, Virginia, the County of Washington, Virginia, the Sheriff of Grayson County, Virginia, and the Sheriff of Washington County, Virginia.

WHEREAS, the County of Grayson, Virginia and the County of Washington, Virginia (together referred to as "Counties") are contiguous political subdivisions of the Commonwealth of Virginia, and the governing bodies for each are the Board of Supervisors;

WHEREAS, the position of Sheriff is an elected position required for each city and county in the Commonwealth and established by the Constitution of Virginia, in Article VII, Section 4;

WHEREAS, neither Grayson County nor Washington County established a county police force as allowed pursuant to Virginia Code § 15.2-1702 and the Sheriff of each respective County is the chief law enforcement officer;

WHEREAS, the parties have determined that providing emergency police aid across jurisdictional boundaries will increase the ability of the local law enforcement agencies to promote the public safety and protect the general welfare of the citizens, and intend by this accord to enter into a reciprocal agreement for cooperation in furnishing police services and for use of their joint police forces, their equipment, and materials for their mutual protection, defense, and maintenance of peace and good order;

WHEREAS, criminal investigations often cross jurisdictional lines in the boundary areas of the Counties and the demands of emergencies and disasters, as addressed in Virginia Code § 15.2-1730.1, may require interjurisdictional law enforcement support among the Counties;

WHEREAS, in light of the foregoing, the Counties are so located in relation to each other, that it is advantageous of each, under the circumstances herein specified, to permit law enforcement officers of the neighboring jurisdictions to provide service of civil summons, service of criminal warrants, process of arrest, and emergency support in the neighboring jurisdictions of the parties to this Agreement as if they were officers in such jurisdictions; and

WHEREAS, the Board of Supervisors for both Counties and the Sheriffs of both Counties have determined that it is in the best interests of the public health, safety, and welfare that the law enforcement personnel of the Counties should have the authority pursuant to Virginia Code §§ 15.2-1724, 15.2-1726, 15.2-1730.1, and 15.2-1736 to cooperate and to request and render assistance as provided herein.

NOW THEREFORE, BE IT KNOWN AND AGREED that the Board of Supervisors of the respective Counties by proper resolutions adopted at a regular meeting, at the request of, and

with the agreement of the Sheriffs of both Counties, hereby approve and enter into this Agreement, and the parties hereto jointly resolve and agree with one another as follows:

Assistance in Event of Emergency, Disaster, or Other Need

1. The chief law enforcement officer of the respective parties, or the officer commanding in his or her absence, is authorized to determine the need for additional law enforcement assistance, without the necessity of deputizing officers from the other cooperating jurisdictions, when such officer determines that an emergency or other need exists. In such cases, they may participate in law enforcement activities beyond their respective jurisdiction to the extent authorized by the general laws of the Commonwealth of Virginia.
2. In the event that a determination is made that law enforcement assistance is required, the law enforcement officer authorized to act shall communicate the determination to the chief law enforcement officer or his/her then officer in command of the law enforcement agency from which assistance is requested. In the event where immediate response is required for the requesting agency said request may be made through general dispatch at the direction of the requesting officer. Such request will include the following:

- a) Name and title of the officer making the request;

b) A summary of the circumstances initiating the action and a description of the assistance needed; and

c) The name, title, and location of the officer to whom assisting personnel shall report.

3. Upon receipt of a request for assistance, the law enforcement officer authorized to act will provide such assistance as is consistent with the circumstances within the requesting jurisdiction and the availability of his or her own agency's forces.

4. Nothing contained in this Agreement shall compel any party hereto to respond to a request for law enforcement assistance nor shall any party providing assistance pursuant to this Agreement be compelled to continue with such assistance after such assistance was initiated.

5. During the period assistance is provided, personnel of the assisting agency shall operate in the requesting jurisdiction with the same powers, rights, benefits, privileges and immunities as are enjoyed by members of the requesting agency. Each officer who enters the jurisdiction of the requesting agency pursuant to this Agreement is authorized to exercise the full police powers of the requesting agency's law enforcement personnel. For purposes of this Agreement it is understood that the assisting party is considered to be rendering aid once it has entered the jurisdictional boundaries of the party receiving assistance. This specifically includes, but is not limited to, the following: the authority to serve civil summons; the authority to serve criminal warrants; and the authority to make arrests.

6. The parties hereto recognize that portions of Grayson and Washington counties are isolated and that the most practical access to portions of one county may be through the other county. Therefore, the parties agree that to further protect the public health, safety and welfare the request for assistance authorized by this Agreement may be on a continuing and regular basis, including routine patrol, in such geographic areas and for such time period(s) and duration as the Sheriffs of both counties may agree and provide by written memorandum.

Interjurisdictional Actions

7. Further, pursuant to this Agreement, (1.) the law enforcement officers of the Grayson County Sheriff's Office may serve civil summons, serve criminal warrants, and make arrests within the territorial limits of Washington County when the alleged offense or civil cause of action occurred in the territorial limits of Grayson County, and (2.) the officers of the Washington County Sheriff's Office may serve civil summons, serve criminal warrants, and make arrests in the territorial limits of Grayson County, when the alleged offense or civil cause of action occurred within the territorial limits of Washington County, including the Towns of Glade, Abingdon, Damascus, and the portion of Saltville located within Washington County,

Formation of Task Force

8. Pursuant to Virginia Code § 15.2-1726, in the event that a determination is made by the chief law enforcement officers of two or more participating jurisdictions, or either of their then acting second in command, that cooperation between both agencies would be necessary or beneficial to the enforcement of laws and maintenance of peace in their respective jurisdictions, then they may form a task force of officers from two or more jurisdictions until such time as the agency of that participating jurisdiction determines that the need for such a task force no longer exists. The purpose for which the agency of two or more participating jurisdictions may form a task force include, but is not limited to, the following:

a) The investigation of any sexual offense or prostitution as contained in Article 3 of Chapter 8 of Title 18.2;

b) The investigation of laws assigned to control or prohibit the use or sale of controlled substances as defined by Virginia Code § 54.1-3401;

- c) The investigation of serial rapes, murders, armed robberies, or other felonies;
- d) Law enforcement and crowd control at special events and athletic events, such as parades, sporting events, rallies, gatherings, or such other occurrences; or
- e) The occurrence of any other event which in the opinion of both chief law enforcement officers makes cooperation between their respective agencies necessary.

General Terms and Conditions

9. In the event of arrest or service of process by law enforcement outside their regular jurisdiction pursuant to this Agreement, the law enforcement agency of the jurisdiction where the case is to be adjudicated will be responsible for satisfaction of the requirements under Virginia Code § 19.2-390.
10. The chief law enforcement officer of any agency receiving assistance under this Agreement shall be responsible for directing the activities of other officers, agents, or employees coming into his or her jurisdiction. The chief law enforcement officer of the agency receiving assistance shall notify the chief law enforcement officer of the assisting agency of any complaints, reports, or other instances of inappropriate, criminal, or otherwise improper conduct or act of any assisting officer promptly after receipt of such complaint, report, or other instance.
11. Each agency shall bear any liability arising from acts undertaken by the personnel of that office pursuant to this Agreement. All of the privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits, which apply to the activity of such officers, agents, or employees of either agency, when performing their respective functions within the territorial limits of their respective public agencies shall apply to them to the same degree, manner, and extent as if they were within their territorial limits while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.
12. Each agency shall provide satisfactory proof of law enforcement professional liability insurance, including public liability insurance in the minimum amount of ONE MILLION DOLLARS (\$1,000,000.00). Each agency shall maintain worker's compensation insurance in the statutorily required amount for any person acting under and covered by this Agreement. Should the coverage of such insurance required by this Agreement of either agency be canceled or materially changed, then that agency shall notify the other agency of such cancellation or change in writing within fifteen (15) calendar days of that agency's receipt of notice of such cancellation or material change. Each party shall notify its insurance carriers of this Agreement.
13. Whenever the law enforcement officer, agent, or other employee acts pursuant to this Agreement outside of their normal jurisdiction, pursuant to the authority contained herein, or under any other written agreement subsequent to signing of this Agreement, or any supplement or addition hereto, such persons shall have the same authorities, powers, rights, benefits, privileges, and immunities as if they were performing their duties in the territorial jurisdiction of which they are employed, appointed, or elected.
14. It is the intent and purpose of this Agreement that there be the fullest cooperation among the agencies to ensure the maintenance of good order and law enforcement during an
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emergency situation or other law enforcement matter which requires interjurisdictional law enforcement activity pursuant to this Agreement.

15. If any part, section, sub-section, sentence, clause or phrase of this Agreement is for any reason declared invalid, such decision shall not affect the validity of the remaining portions of this Agreement.

16. This Agreement shall be in effect from January 1, 2016 through and including December 31, 2019, and shall extend thereafter until replaced by a subsequent written agreement or until terminated by written notice as provided in this paragraph. Each party to this Agreement may terminate this Agreement upon fifteen (15) days advance written notice to the other parties. This Agreement shall bind the localities indicated herein and the chief law enforcement officer for such localities regardless of changes in administration, subject to the right to terminate as set forth in this paragraph.

17. This Agreement is subject to modification only by written agreement signed by all parties hereto. Any such modification shall be made a part of this Agreement as an addendum.

18. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below:

Executed pursuant to a resolution of the Grayson County Board of Supervisors at its regular meeting on the ____ day of _____, 2016.

COUNTY OF GRAYSON, VIRGINIA

**COUNTY OF GRAYSON, VIRGINIA
SHERIFF**

_____, Chairperson of the
Grayson County Board of Supervisors

Richard A. Vaughan, Sheriff for
Grayson County, Virginia

Executed pursuant to a resolution of the Washington County Board of Supervisors at its regular meeting on the 12th day of January, 2016.

COUNTY OF WASHINGTON, VIRGINIA

**COUNTY OF WASHINGTON, VIRGINIA
SHERIFF**

Randy Pennington, Chairperson of the
Washington County Board of Supervisors

Fred P. Newman, Sheriff for
Washington County, Virginia

*Law Enforcement Mutual Aid Agreement
Washington and Grayson Counties, Virginia*

Page 5 of 5

IN RE: RESOLUTION – IN SUPPORT OF THE RECOGNITION OF EMS PERSONNEL LICENSURE INTERSTATE COMPACT

Mitchell L. Smith explained the memo and Resolution (both listed below) to the Board. Mr. Smith noted that he has personally contacted Grayson County Emergency Services Association to make them aware of this – it's a good thing and helps protect them.

Michael S. Hash made the motion to approve; duly seconded by John S. Fant. Roll call vote as follows: Glen E. Rosenbaum – Aye; Michael S. Hash – Aye; John S. Fant – Aye; Kenneth R. Belton – Aye. Motion carried 4-0.

MEMORANDUM

TO: THE GRAYSON COUNTY BOARD OF SUPERVISORS

FROM: MITCH SMITH, DEPUTY COUNTY ADMINISTRATOR

RE: RESOLUTION- EMS LICENSURE INTERSTATE COMPACT

DATE: WEDNESDAY, FEBRUARY 3RD, 2016

The purpose of this resolution is to support House Bill #222 and Senate Bill # 223 legislation. The purpose of this bill is to allow for the practice of Paramedicine via Emergency Medical Services across state lines to deliver emergency medical care and life saving services on a day to day basis. Examples being of transport to include Winston-Salem NC, Kingsport TN, and Sparta NC.

This compact will allow Virginia licensed EMS personnel to legally practice in any state our transport traverses and terminates within.

Please do not hesitate to contact me with any questions you may have regarding this resolution in support of this bill, before the next BOS meeting on February 11, 2016.

RESOLUTION IN SUPPORT OF THE RECOGNITION OF EMS PERSONNEL LICENSURE INTERSTATE COMPACT (REPLICA)

WHEREAS, states have had the authority to license emergency medical service (EMS) personnel since the 1970s; and

WHEREAS, it is the states duty to protect the public through verification of competency and ensure accountability for patient care and related activities by the licensing of EMS personnel; and

WHEREAS, based on this authority, states have traditionally issued licenses according to their own individual regulations and assessments of an individual's fitness to practice; and

WHEREAS, these requirements vary considerably from state to state and no formal long-term inter-jurisdictional EMS licensing regime currently exists; and

WHEREAS, it is becoming increasingly common for EMS personnel to cross state borders to deliver emergency and life-saving services on a day-to-day basis; and

WHEREAS, this increased interstate movement places a new emphasis on how EMS personnel are licensed to ensure they are not practicing in a state in which they are not licensed to practice; and

WHEREAS, volunteer and career EMS personnel that cross state borders in their day to day operations are required to hold multiple state EMS licenses that require great time, inconvenience and expense to maintain; and

WHEREAS, EMS officials wish to eliminate state regulatory borders with a proposed law allowing them to honor other EMS licenses authorizing the privilege to practice; and

WHEREAS, the use of the interstate compact mechanism to address interstate emergencies and declared disasters is well established with interstate agreements such as the 50-state Emergency Management Assistance Compact (EMAC) and the regional Forest Fire Protection Compacts; and

WHEREAS, interstate compacts are governed by the tenets of contract law and provide states an enforceable, sustainable and durable tool capable of ensuring permanent change without federal intervention; and

WHEREAS, Virginia is a member to over 40 interstate compacts, the most of any state in the country; including drivers license, educational opportunities for military children, physical therapist, and nursing compacts; and

WHEREAS, The Council of State Governments (CSG), through its National Center for Interstate Compacts, and in partnership with the National Association of State EMS Officials (NASEMSO), with the support of the U.S. Department of Homeland Security has facilitated the development of the Recognition of EMS Personnel Licensure Interstate Compact (REPLICA) as a 50-state solution to this challenging policy issue; and

WHEREAS, Virginia is home to twenty-seven (27) military bases, including the largest naval base in the world, and the personnel to operate these bases; REPLICA will expedite the processing of applications from veterans, service members separating from active duty and their spouses by recognizing their training as satisfying the minimum training and examination requirements for EMT certification; and

WHEREAS, rules for issuance of licenses to EMS personnel would be the same in all states that participate in REPLICA allowing appropriately credentialed EMS providers to use their skills in other member states by recognizing a credential on a short term, time limited basis that is portable; and

WHEREAS, REPLICA provides EMS personnel an immediate privilege to practice, and allows the exchange of information and data between states about EMS personnel that has never existed before as though they are all one state operating together; and

WHEREAS, with the enactment of REPLICA in Virginia, it will clarify that EMS personnel privileges exist within member states thereby resolving confusion concerning ability to practice, use of medical treatment protocols, medical direction, requirements to hold multiple EMS licenses, etc. leading to greater accountability for patient-care-related activities of licensed EMS personnel;

NOW, THEREFORE BE IT RESOLVED, that the Grayson County Board of Supervisors supports the establishment of the Recognition of EMS Personnel Licensure Interstate Compact (REPLICA) and encourages all EMS personnel, agencies, associations, organizations and localities within Virginia to support the introduction and passage of legislation in Virginia to enact REPLICA.

Adopted this the 11th day of February, 2016 in Grayson County Virginia.

By: _____
Kenneth R. Belton, Vice Chair
Grayson County Board of supervisors

ATTEST

By: _____
Jonathan D. Sweet, Clerk
Grayson County Board of Supervisors

IN RE: LEASE AGREEMENT – BY AND BETWEEN THE BOARD OF SUPERVISORS AND THE
GRAYSON COUNTY ECONOMIC DEVELOPMENT AUTHORITY FOR THE GRUBB
PUBLIC SAFETY FACILITY

Mitchell L. Smith explained that this is another formality in the purchase of the Grubb building – memo/lease agreement attached. Glen E. Rosenbaum made the motion to approve; duly seconded by John S. Fant. Roll call vote as follows: Glen E. Rosenbaum – Aye; Michael S. Hash – Aye; John S. Fant – Aye; Kenneth R. Belton – Aye. Motion carried 4-0.

MEMORANDUM

TO: THE GRAYSON COUNTY BOARD OF SUPERVISORS

FROM: JONATHAN D. SWEET, COUNTY ADMINISTRATOR

RE: LEASE AGREEMENT – EDA/BOS

DATE: FRIDAY, FEBRUARY 5TH, 2016

The proposed Lease Agreement for the Board's consideration of adoption is per a previous resolution adopted by the Board of Supervisors at your regularly scheduled meeting on January 14th, 2016. The adopted resolution articulated that a lease arrangement would be forthcoming by and between the Grayson County Board of Supervisors and the Economic Development Authority as a result of EDA's purchase of the property known as the Grubb Public Safety Facility (Tax Map Nos. 73A2-A41C; 73A2-2-6A; and 73A2-2-11C)

Please do not hesitate to contact me with any questions you may have regarding this matter – Thank you.

Tax Map Nos. 73A2-A-41C; Exempt from recordation taxes pursuant to Virginia Code § 58.1-73A2-2-6A; 73A2-2-11C 811(E). Exempt from the payment of Clerk's Fees pursuant to Virginia Code § 17.1-266 and Virginia Code § 17.1-279(E).

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease Agreement**") is dated as of January 1, 2016, by and between the **ECONOMIC DEVELOPMENT AUTHORITY OF GRAYSON COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "**Authority**"), and the **BOARD OF SUPERVISORS OF GRAYSON COUNTY, VIRGINIA**, on behalf of **GRAYSON COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "**County**"); provides

WHEREAS, the Authority is a political subdivision of the Commonwealth of Virginia duly created under the Industrial Development and Revenue Bond Act, Virginia Code § 15.2-4900, *et seq.* (the "**Act**"); and

WHEREAS, the Authority is authorized to exercise all the powers set forth in the Act, which include, among other things, the power to own, lease, construct, remodel or renovate any public building or other facility used for public purposes; and

WHEREAS, the County desires to make improvements to and equip a public safety facility for the County, together with related improvements, costs and expenses (collectively, the "**Project**"), with such facilities to be utilized by the County in furtherance of its governmental purposes.

WHEREAS, the Authority holds fee simple title to that certain real property located in Grayson County, Virginia more fully described in Exhibit A attached hereto (including the improvements thereon and the Project, referred to as, the "**Property**"); and

WHEREAS, the Authority has executed a promissory note dated December 21, 2015, payable to Grayson National Bank, in the original principal amount of \$659,000.00 (the "**Grayson Loan**") in connection with the acquisition of the Property, and has submitted an application to the United States of America, acting by and through the Rural Housing Service, an agency of the United States Department of Agriculture, ("**Rural Development**"), in order to refinance the Grayson Loan (together with the Grayson Loan, the "**Financing**"); and

WHEREAS, the Authority has agreed to lease the Property to the County, and the County has agreed to lease the Property from the Authority, in consideration for the Financing, and for the purposes of the Project;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and other valuable consideration, the parties hereto agree as follows:

ARTICLE I
LEASE OF PROPERTY AND CONSTRUCTION

Section 1.1. Lease of Property.

The Authority demises and leases to the County and the County leases from the Authority the Property, for the term set forth in Section 2.1, for the Basic Rent and Additional Rent provided for in Section 2.2, and in accordance with the terms of this Lease Agreement.

Section 1.2. Agreement to Acquire, Improve and Equip the Project.

The County, as agent for the Authority, shall cause the Project to be improved and equipped. The County, as agent for the Authority, shall use its best efforts to complete the Project by January 1, 2016, and to file a certificate of completion with the Authority for such completion. If for any reason the acquisition, improvements and equipping of the Project shall not be completed by such date, there shall be no resulting diminution in or postponement of the payments of Basic Rent required to be paid by the County pursuant to Section 2.2.

In order to effectuate the purposes of this Lease Agreement, the County, as agent for the Authority, has made, executed, acknowledged and delivered, caused to be made, executed, acknowledged and delivered, or will make, execute, acknowledge and deliver, all contracts, orders, receipts, writings and instructions, in the name of the County or otherwise, with or to other persons, firms or corporations, and in general has done or caused to be done all such other things as may be requisite or proper for the undertaking of the Project and fulfillment of the obligations of the County under this Lease Agreement.

THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY THAT THE COUNTY WILL HAVE QUIET AND PEACEFUL POSSESSION OF THE PROPERTY, except that the Property is free from encumbrances done, made or knowingly suffered by the Authority or anyone claiming by, through or under it, other than the following ("**Permitted Encumbrances**"):

- (a) liens for taxes and special assessments not then delinquent,
- (b) liens for taxes and assessments which are delinquent but the validity of which is being contested in good faith and with respect to which the County shall have set aside adequate reserves, unless thereby any of the Property or the interest of the County therein may be in danger of being lost or forfeited,
- (c) this Lease Agreement and the Financing and any security interests or other liens related thereto,
- (d) mechanics' and materialmen's liens incident to construction or maintenance now or hereafter filed of record which are being contested in good faith and have not proceeded to judgment, provided that the County shall have set aside adequate reserves with respect thereto,
- (e) restrictions, mineral rights, easements, rights of way, exceptions or reservations for the purpose of utilities (including but not limited to water and gas pipelines, sanitary and storm sewers, telephone lines, telegraph lines, power lines, substations and other facilities and equipment used in connection with such utilities), roads, streets, alleys, highways, railroads, dikes, canals, laterals, ditches, and other like purposes, or for the joint or common use of real property, in each case which do not, in the opinion of the County Administrator, materially impair the use of the Property for the purposes for which it is or may reasonably be expected to be held,
- (f) such defects, irregularities, encumbrances, easements, rights of way and clouds on title as normally exist with respect to property owned or leased by the County for essential

governmental purposes and similar in character to the Property and as will not, in the opinion of the County Administrator, impair the use of the Property affected thereby for the purpose for which it is or may reasonably be expected to be held by the County, (g) the non-exclusive

easement, 3 feet in width, as set forth in Deed Book 364, at Page 397, (h) the agreement regarding retaining wall as set forth in Deed Book 364, at Page 397, (i) amendments and easements to construct or improve cuts, fills, ditches, storm draws or other facilities as set forth in Deed Book 140, at Page 14 and Deed Book 140, at Page 18, (j) matters shown on the plat of survey recorded in Deed Book 364 at Page 385, Deed Book 364, at Page 399 and Deed Book 424, at Page 790, (k) any inaccuracy in the area, square footage, or acreage of the Property, and (l) present or future zoning laws and ordinances. The County recognizes that since the Project is being undertaken at the County's request and by contractors and suppliers selected by the County in accordance with plans and specifications prepared by architects or engineers selected by the County, THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION OR WORKMANSHIP OF ANY PART OF THE PROJECT OR ITS SUITABILITY FOR THE COUNTY'S PURPOSES OR NEEDS.

Section 1.3. Default in Contractor's Performance. In the event of default of any contractor or subcontractor in connection with the Project, the County will promptly proceed, either separately or in conjunction with others, to exhaust the remedies of the Authority or the County, as agent for the Authority, against the contractor or subcontractor or supplier in default and against each surety for the performance of such contractor. The County agrees to advise the Authority, in writing, of the steps it intends to take in connection with any such default. The County may, in good faith and at the expense of the County, in its own name or in the name of the Authority, by notice from the County to the Authority, prosecute or defend any action or proceeding or take any other action involving such contractor, subcontractor, supplier or surety which the County deems reasonably necessary, and in such event the Authority agrees to cooperate fully with the County. Any amounts recovered by way of damages, refunds, adjustments or otherwise, net of reasonable expenses related thereto, in connection with the foregoing, shall be paid to the County to reimburse the County for any costs it incurred in connection with the foregoing, and then, any remaining amounts to the Authority and credited to the next required payment of Basic Rent.

ARTICLE II

LEASE TERM; PAYMENT OF RENTAL; OPTION TO PURCHASE; MAINTENANCE; INSURANCE; INDEMNIFICATION AND TAXES

Section 2.1. Lease Term.

The Lease Term shall commence on the date of execution hereof and shall terminate at midnight on December 31, 2055, or earlier upon the exercise of the County's rights pursuant to Section 2.4 of this Lease Agreement.

Section 2.2. Rental Payments.

(a) Subject to Section 2.5, commencing on January 1, 2016, the County shall pay Basic Rent in the amount necessary to pay all amounts due in connection with the Financing.

Each Basic Rent payment shall be paid in lawful money of the United States of America. In the event the County fails to make any Basic Rent payments when due, interest on the principal component of such Basic Rent shall accrue from such date until paid at the rate per annum that will yield the amount necessary to pay interest due on the Financing outstanding on the date the overdue payment of Basic Rent is made.

(b) The County shall also pay when due all other amounts which the County agrees to pay under the terms of this Lease Agreement ("**Additional Rent**") including without limitation: (a) any amounts due to the Authority for its respective expenses associated with the Property or the Project, (b) any amounts required to be paid by the Authority with respect to the Financing, (c) reasonable costs and expenses directly related to the Property or the Financing, such as insurance and utility costs and expenses, and (d) a reasonable share of the fees and expenses of the Authority, including the reasonable fees of its counsel and the cost of any audit of the funds of the Authority related to the Financing or this Lease Agreement.

(c) The obligations of the County to make the payments of Basic Rent and Additional Rent and to perform and observe the other agreements contained herein shall be absolute and unconditional except as provided in Section 2.5.

Section 2.3. Prepayment of Rent.

The County may, at its option, elect by notice to the Authority to make prepayments from time to time of the principal component of Basic Rent. The Authority shall apply the amounts so prepaid in such manner as shall be consistent with the Financing Instruments (hereafter defined) to redeem or defease the Financing. Any such prepayments of principal components of Basic Rent shall be paid, plus interest accrued to the redemption date, or if the Financing is not subject to redemption on such date, in an amount sufficient to provide for the defeasance of the Financing. Upon such prepayment, the County shall also pay all Additional Rent then due and payable.

Section 2.4. Option to Purchase.

At any time, provided the Basic Rent then due, together with any and all Additional Rent and any other amounts due and payable under this Lease Agreement have been paid in full, the Authority shall, upon the written request of the County, transfer all of its rights, title and interest in and to the Property, including the Project, subject to Permitted Encumbrances, to the County in exchange for a purchase price of One Dollar (\$1.00) and assumption or payment in full of all amounts owed in connection with the Financing, if any.

Section 2.5. Appropriations of Basic Rent and Additional Rent; Declaration of Essentiality.

The Board of Supervisors of the County (the "Board") reasonably believes that funds sufficient to make all payments of Basic Rent and Additional Rent during the term of this Lease Agreement shall be available and can be obtained. While recognizing that it is not empowered to make any binding commitment to make payments of Basic Rent and Additional Rent beyond the current Fiscal Year, the Board in authorizing the execution of this Lease Agreement has stated its

intent to make annual appropriations sufficient to make the payments of Basic Rent and Additional Rent and has recommended that its successors continue to do so during the term of this Lease Agreement.

The County declares the nature of the Project essential to the proper operations of the County. The County anticipates that the need for the Project will not change during the term of this Lease Agreement. Notwithstanding anything in this Lease Agreement to the contrary, the

County's obligations to pay the cost of performing its obligations under this Lease Agreement, including without limitation its obligations to pay all Basic Rent and Additional Rent, shall be subject to and dependent upon appropriations being made from time to time by the County for such purpose; provided, however, that the County Administrator or other officer charged with the responsibility for preparing the County's annual budget shall include in the budget for each Fiscal Year the amount of the Basic Rent and estimated Additional Rent during such Fiscal Year. Throughout the Lease Term, the County Administrator shall deliver to the Authority within ten (10) days after the adoption of the budget for each Fiscal Year, but not later than July 1, a certificate stating whether an amount equal to the Basic Rent and estimated Additional Rent which will be due during the next Fiscal Year has been appropriated by the Board in such budget. If, by July 10, the Board has not appropriated funds for the payment of both Basic Rent and estimated Additional Rent for the then current Fiscal Year, the County Administrator shall give written notice to the Board of the consequences of such failure to appropriate, including the right of the Authority to terminate this Lease Agreement in accordance with Article VI.

Section 2.6. Insurance.

Subject to Section 2.5, the County shall continuously maintain insurance against such risks and in such amounts as are customary for public bodies owning similar projects, including without limitation:

(a) public liability insurance to the extent of \$1,000,000 per occurrence against liability for bodily injury, including death resulting therefrom, and for damage to property, including loss of use thereof, arising out of the ownership or operation of the Property;

(b) workers' compensation insurance with respect to the Project; and

(c) coverage to the extent of the lesser of (i) the full replacement cost of the Project or (ii) the amount equal to the principal components of Basic Rent remaining unpaid, against loss or damage by fire or lightening, with broad form extended coverage, including damage by windstorm, explosion, aircraft, smoke, sprinkler leakage, vandalism, malicious mischief and such other risks as are normally included within such coverage (limited only as may be provided in the standard form for such coverage at the time in use in the Commonwealth of Virginia), provided that during the period of construction of the Project the County may provide or cause to be provided in lieu of the insurance set forth above builders' risk or similar type of insurance to the full replacement cost thereof minus site work not normally insured

All such insurance shall be taken out and maintained with generally recognized responsible insurers selected by the County and reasonably acceptable to the Authority and may be written with deductible amounts comparable to those on similar policies carried by other

public bodies owning or operating similar facilities. If any such insurance is not maintained with an insurer licensed to do business in Virginia or placed pursuant to the requirements of the Virginia Surplus Lines Insurance Law, Virginia Code § 38.2-4800, *et seq.*, as amended, or any successor provision of law, the County shall provide evidence reasonably satisfactory to the Authority that such insurance is enforceable under the laws of the Commonwealth of Virginia. In each policy, other than policies of workers' compensation insurance, the Authority shall be named as additional insured, and the policies of insurance required by subsection (c) above shall require that all Net Proceeds (hereafter defined) resulting from any claims be paid to the

Authority that such insurance is enforceable under the laws of the Commonwealth of Virginia. In each policy, other than policies of workers' compensation insurance, the Authority shall be named as additional insured, and the policies of insurance required by subsection (c) above shall require that all Net Proceeds (hereafter defined) resulting from any claims be paid to the Authority. The County hereby irrevocably assigns, transfers and sets over to the Authority all right, title and interest of the County in such Net Proceeds; provided, however, that if the Net Proceeds payable under any one claim shall not exceed \$100,000 and no event has occurred or is continuing that constitutes or that, by notice or lapse of time, or both, would constitute an Event of Default under this Lease Agreement, such Net Proceeds shall be paid to the County to be used for purposes set forth in Section 3.1(a) - Option A or Section 2.7.

As used in this Lease Agreement, "Net Proceeds" shall mean the gross proceeds from any insurance recovery, or condemnation, eminent domain or loss of title award in connection with the Property less payments for attorneys' fees, fees and expenses incurred by the Authority and the County in the collection of such gross proceeds.

On or before January 1, 2016, the County shall provide the Authority with a certificate or certificates of the respective insurers attesting that the insurance required by this Section is in full force and effect. Prior to the expiration of any such policy, the County shall furnish the Authority evidence satisfactory to the Authority that the policy has been renewed or replaced or is no longer required by this Lease Agreement. Unless a policy with such an undertaking is available only at a cost which the County, with the consent of the Authority, determines to be unreasonable, each policy shall contain an undertaking by the insurer that such policy shall not be modified adversely to the interests of the Authority or canceled without at least 30 days' prior notice to the Authority.

In lieu of policies of insurance written by commercial insurance companies meeting the requirements of this Section, the County may participate in group risk financing programs, risk pools, risk retention groups, purchasing groups and captive insurance companies, and in state or federal insurance programs; provided, however, that such alternative is reasonably acceptable to the Authority (based on a favorable written opinion of an independent insurance consultant selected by the County having a favorable reputation for skill and experience in such work; provided, however, that no such certificate will be required with respect to workers' compensation insurance).

To the extent losses for any damage to the Property, however caused, are paid from the Net Proceeds of any insurance required by this Section, no claim shall be made and no suit shall be brought against the County by the Authority or anyone else claiming by, through or under it.

Section 2.7. Maintenance; Expenses of Maintenance; Taxes.

Subject to Sections 2.5, 3.1 and 3.2, the County shall maintain, preserve and keep the Project, or cause the Project to be maintained, preserved and kept, in good condition and repair.

The County shall not abandon the Project during the Lease Term except pursuant to Section 6.1. Subject to Section 2.5, the County shall pay, in addition to the payments provided for in Sections 2.2 and 2.6, all of the expenses of maintenance of the Project. The County shall pay any and all taxes, assessments and utility charges payable with respect to the Project. The County represents

that the Project currently has, or it will obtain, all utilities necessary for the continued operation of the Project, and the County shall be responsible for maintaining all utilities necessary for the Project.

Section 2.8. Triple Net Lease.

This Lease Agreement shall be deemed and construed to be a triple net lease, and during the Lease Term, the County shall pay Basic Rent and Additional Rent, free of all deductions, diminutions and set-offs, and without abatement for casualty, loss of title, condemnation or any other reason whatsoever except that Basic Rent shall decrease as a consequence of each prepayment of Basic Rent undertaken in accordance with the terms and conditions contained herein.

Section 2.9. Proof of Payment of Taxes, etc.

The County shall furnish the Authority, upon request, proof of payment of any taxes, utility charges, insurance premiums, or other charges or payments required to be paid by the County under this Lease Agreement.

Section 2.10. No Encumbrances.

The County shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, or the rights of the County and the Authority as herein provided, other than Permitted Encumbrances. Subject to Section 2.5, the County, at its own expense, shall promptly and duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above.

Section 2.11. Installation of County's Own Furnishings and Equipment.

The County may from time to time, in its discretion and at its own expense, install furnishings and equipment at the Property. All furnishings and equipment so installed by the County shall remain the property of the County in which the Authority shall not have any interest and may be modified or removed at any time while the County is not in default under this Lease Agreement. Nothing contained in this Section shall prevent the County from purchasing furnishings and equipment and creating purchase money security interests therein pursuant to the Uniform Commercial Code of Virginia as security for the unpaid portion of the purchase price thereof. The County shall pay as due the purchase price of and all costs and expenses with respect to the acquisition and installation of any furnishings and equipment installed by it pursuant to this Section.

Section 2.12. Use of Property.

The County shall not sublease the Property, or any portion thereof, or assign any of its rights under this Lease Agreement without the consent of the Authority to any entity other than the Commonwealth of Virginia, a city, a county or a town, or any agency thereof. The County shall send notice to the Authority of any sublease of the Property or any portion thereof, or any assignment of any of the County's rights under this Lease Agreement, within 30 days of entering into such sublease or assignment. No sublease will relieve the County from primary liability for any of its obligations under this Lease, and the County will continue to remain primarily liable for the payment of Basic Rent and Additional Rent and for the observance and performance of all of the County's other agreements under this Lease.

ARTICLE III
DAMAGE, DESTRUCTION OR CONDEMNATION

Section 3.1. Damage or Destruction.

(a) The County shall notify the Authority immediately in the case of damage to or destruction from fire or other casualty of the Property or any portion thereof during the Lease Term in an amount that the County determines in good faith will cost more than \$100,000 to repair, reconstruct and restore. If the County determines in good faith that such cost will not exceed \$100,000, the County shall retain the Net Proceeds received with respect to such damage or destruction and apply such Net Proceeds to the repair, reconstruction and restoration of such portion of the Property so damaged or destroyed to substantially the same condition as it had existed prior to the event causing such damage or destruction. If such Net Proceeds are not sufficient to pay in full the cost of such repair, reconstruction and restoration, the County shall, subject to Section 2.5, pay so much thereof as is in excess of such Net Proceeds.

(b) If the Property or any portion thereof is damaged or destroyed by fire or other casualty during the Lease Term and the County determines in good faith that the cost of repairing, reconstructing and restoring the Property to the same condition as had existed prior to such damage or destruction, will exceed \$100,000 then the County, upon the following conditions and within 90 days after the date such damage or destruction occurs, shall pay all Net Proceeds to the Authority and elect one of the following two options by giving notice of such election to the Authority, and the Authority shall disburse such Net Proceeds in accordance with the option so elected:

(1) Option A - Repair, Reconstruction and Restoration. The County may elect to repair, reconstruct and restore the Project. Upon the County's election of this Option A, the County shall proceed to cause the Property to be repaired, reconstructed and restored to substantially the same condition as had existed prior to the event causing such damage or destruction, with such alterations and additions as the County may determine to be necessary or desirable and as will not impair the capacity or character of the Property for the purposes for which it had been or intended to be used prior to such damage or destruction. So long as the County is not in default under this Lease Agreement, the Authority shall apply so much as may be necessary of Net Proceeds to payment of the cost of such repair, reconstruction and restoration, either on

completion thereof or as the work progresses. If such Net Proceeds are not sufficient to pay in full the cost of such repair, reconstruction and restoration, the County shall pay, subject to Section 2.5, so much of the cost thereof as may be in excess of such Net Proceeds. The County shall not be entitled by reason of the payment of such excess cost to any (A) interest in the Property that it did not possess prior to such payment, (B) reimbursement from the Authority, or (C) abatement or diminution of Basic Rent or Additional Rent.

(2) Option B – Application Towards Basic Rent. The County may elect to have such Net Proceeds applied towards the payment of the principal of, premium, if any, and interest on the Financing when due in accordance with the terms and conditions of the Financing Instruments.

Section 3.2. Condemnation and Loss of Title.

(a) In the case of a taking of all or any part of the Property or any right therein under the exercise of, or in lieu of the exercise of, the power of eminent domain or any loss of all or any part of the Property because of loss of title thereto, or the commencement of any actions, proceedings or negotiations which might result in such a taking or loss, the party upon whom notice of such taking is served or with whom such proceedings or negotiations are commenced or who learns of a loss of title shall give prompt notice to the other. Each such notice shall describe generally the nature and extent of such condemnation, taking, loss, proceedings or negotiations. All obligations of the County under this Lease Agreement (except obligations to pay Basic Rent when due) shall terminate as to the Property or portion thereof as to which there is a loss of title or which is condemned or taken when such loss of title is finally adjudicated or when title thereto vests in the party condemning or taking the same, as the case may be (hereinafter referred to as the "Termination Date"). The County shall pay over to the Authority (and irrevocably assigns, transfers and sets over to the Authority) all right, title and interest of the County in and to any Net Proceeds payable as to any such loss of title, condemnation or taking during the Lease Term.

(b) In the event of any such loss of title, condemnation or taking, the County, upon the following conditions and within 90 days after the Termination Date therefor, shall pay all Net Proceeds to the Authority and elect one of the following two options by giving notice of such election to the Authority:

(1) Option A - Repairs, Reconstruction and Restoration. The County may elect to have the Net Proceeds as to such loss of title, condemnation or taking used to repair, restore or reconstruct the portion of the Property as to which there has been a loss of title, condemnation or taking to substantially its condition prior to such loss of title, condemnation or taking. Upon any election of this Option A, so long as the County is not in default under this Lease Agreement, the County may direct the Authority to apply, so much as may be necessary of the Net Proceeds received by it on account of such loss to repair, reconstruction or restoration of the Property, either on completion thereof or as the work progresses. If such Net Proceeds are not sufficient to pay in full the cost of such repair, reconstruction or restoration, the County shall pay, subject to Section 2.5, so much of the cost thereof as may be in excess of such Net Proceeds. The

County shall not be entitled by reason of the payment of such excess cost to any (A) interest in the Property that it did not possess prior to such payment, (B) reimbursement from the Authority or the Trustee or (C) abatement or diminution of the Basic Rent or Additional Rent.

(2) Option B – Application Towards Basic Rent. The County may elect to have the Net Proceeds payable as to any such loss of title, condemnation or taking applied towards the payment of the principal of, premium, if any, and interest on the Financing when due in accordance with the terms and conditions of the Financing Instruments.

(c) The Authority shall, at the expense of the County, cooperate fully with the County in the contest of any prospective or pending condemnation proceedings or in any contest over title with respect to the Project or any portion thereof and shall, to the extent they may lawfully do so, permit the County to litigate, at the expense of the County, in any such proceeding in the name and behalf of the Authority. In no event shall the Authority voluntarily settle, or consent to the settlement of, any prospective or pending condemnation proceedings, or proceedings as to title, with respect to the Project or any portion thereof without the consent of the County.

ARTICLE IV REPRESENTATIONS

Section 4.1. Representations by Authority.

The Authority makes the following representations:

(a) The Authority is a political subdivision of the Commonwealth of Virginia duly created under the Act;

(b) The undertaking by the Authority to cause the Project to be designed, constructed, renovated, rehabilitated and equipped and to lease the Property to the County has been authorized, as required by the Act, by the affirmative vote of a majority of the members of the Authority present at a meeting at which a quorum was present and acting throughout;

(c) Pursuant to the Act, the Authority has full power and authority to enter into this Agreement and to perform the transactions contemplated thereby and to carry out its obligations thereunder and by proper action has duly authorized, executed and delivered this Lease Agreement;

(d) The execution, delivery and compliance by the Authority with the terms and conditions of this Lease Agreement will not conflict with or constitute or result in a default under or violation of, (1) any existing law, rule or regulation applicable to the Authority or (2) any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or other restriction of any kind to which the Authority or any of its assets is subject;

(e) No further approval, consent or withholding of objection on the part of any regulatory body or any official, Federal, state or local, is required in connection with the execution or delivery of or compliance by the Authority with the terms and conditions of this Lease Agreement, except that no representation is given as to the applicability of any Federal or state securities laws;

(f) There is no litigation at law or in equity or any proceeding before any governmental agency involving the Authority pending or, to the knowledge of the Authority, threatened with respect to (1) the creation and existence of the Authority, (2) its authority to execute and deliver this Lease Agreement or the Financing, (3) the validity or enforceability of this Lease Agreement or the Authority's performance of its obligations thereunder, (4) the title of any officer of the Authority executing this Lease Agreement or the Financing or (5) the power to issue the Financing or to undertake the Project; and

Section 4.2. Representations by County.

The County makes the following representations:

(a) The County is a political subdivision of the Commonwealth of Virginia;

(b) The lease of the Property to the County pursuant to this Lease Agreement will provide public safety and related facilities so that it may serve functions which are essential to the proper, efficient and economic operations of the County and to the welfare of its residents;

(c) The County has full power and authority to enter into this Lease Agreement to which it is a party and to perform the transactions contemplated thereby and to carry out its obligations thereunder and by proper action has duly authorized, executed and delivered such Agreement;

(d) The County is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under or subject to which any indebtedness for borrowed money has been incurred, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in an event of default thereunder;

(e) The County is not in default under or in violation of, and the execution, delivery and compliance by the County with the terms and conditions of this Lease Agreement to which it is a party will not conflict with or constitute or result in a default under or violation of, (1) to the best of the County's knowledge, any existing law, rule or regulation applicable to the County, or (2) any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the County or any of its assets is subject, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation which would have a material adverse effect on its financial condition or its ability to perform under this Lease Agreement;

(f) No further approval, consent or withholding of objection on the part of any regulatory body or any official, Federal, state or local, is required in connection with the execution or delivery of or compliance by the County with the terms and conditions of this Lease Agreement to which it is a party;

(g) There is no litigation at law or in equity or any proceeding before any governmental agency involving the County pending or, to the knowledge of the County, threatened against the County with respect to (1) the authority of the County to execute and deliver this Lease Agreement, (2) the validity or enforceability of this Lease Agreement or the County's performance of its obligations thereunder, (3) the title of any officer of the County executing this Lease Agreement or (4) the power to undertake the Project; and

(h) Until termination of this Lease Agreement, the County intends to use the Property, or to cause it to be used, as public safety and related facilities, as applicable, or for any other use which is permissible under the Act and the Code of Virginia of 1950, as amended. The County will not use or occupy the Property or permit it to be used or occupied (1) contrary to any law or regulation in effect now or in the future (and without regard to any change of government policy) or (2) in any manner which will (A) cause structural injury to any part of the Property, (B) cause the value or the usefulness of the Property to diminish (ordinary wear and tear excepted), (C) constitute a public or private nuisance or (D) result in waste to the Property; nor will it do or permit anything to be done on or about the Property that will affect, impair or contravene any policies of insurance that may be carried on the Property or with respect to its use.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.1. Events of Default.

(a) Subject to the provisions of Section 5.1(c), the following shall be "Events of Default" under this Lease Agreement, and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Lease Agreement, any one or more of the following events:

(1) Failure of the County to pay when due any payment required to be paid under Section 2.2;

(2) Failure of the County to pay when due any payment due under this Lease Agreement, other than payments under Sections 2.2, or to observe and perform any covenant, condition or agreement on its part to be observed or performed, which failure shall continue for a period of 30 days after notice is given, or in the case of any such default that cannot with due diligence be cured within such 30 day period but can be cured within the succeeding 60 days, failure of the County to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence; or

(3) Bankruptcy or insolvency of the County, or failure by the County to lift any execution or attachment on the Property or any portion thereof, which failure shall continue for a period of 60 days after written notice is given, or in the case of any

such default that cannot with due diligence be cured within such 60 day period but can be cured within the succeeding 60 days, failure of the County to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence.

(4) The occurrence of an event of default or default under the Financing Instruments.

(b) The provisions of the foregoing subparagraph (a)(2) are subject to the limitation that if by reason of force majeure the County is unable in whole or in part to perform any of its covenants, conditions or agreements under Section 1.2, the County shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall include without limitation acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States of America or the Commonwealth of Virginia or any political subdivision thereof or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the County. The County shall remedy with all reasonable dispatch the cause or causes preventing the County from carrying out its covenants, conditions and agreements, provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the County, and the County shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of any opposing party when such course is in the judgment of the County not in its best interests.

(c) Notwithstanding anything contained in this Section to the contrary, failure by the County to pay when due any payment required to be made under this Lease Agreement or failure by the County to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Lease Agreement resulting from failure of the County to appropriate moneys for such purposes, as described in Section 2.5, shall not constitute an Event of Default. Upon any such failure to appropriate, the provisions of Article VI shall be applicable.

Section 5.2. Remedies.

Whenever any Event of Default shall have happened and is continuing, the Authority may take any one or more of the following remedial steps, without further demand or notice: (a) declare immediately due and payable the entire unpaid principal balance of Basic Rent due and thereafter to become due through and including December 31, 2055; (b) reenter and take possession of all or any portion of the Property, with or without terminating this Lease Agreement, exclude the County from possession, and sell or lease the County's leasehold estate in all or any portion of the Property for the account of the County, holding the County liable for all Basic Rent and Additional Rent due up to the effective date of such sale or lease and for the difference between the purchase price, rent and other amounts paid by the purchaser or lessee pursuant to such sale or lease and the rents, and the Basic Rent and the Additional Rent and other amounts payable by the County hereunder; or (c) take whatever action at law or in equity may

appear necessary or desirable to collect the Basic Rent and the Additional Rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the County under this Lease Agreement.

In any of such cases, all rights and interests created or then existing in favor of the County as against the Authority hereunder shall cease and terminate, and the right to the possession of the Property and all other rights acquired by the County hereunder shall revert to and revest in the Authority without any act of re-entry, or any other act of the Authority to be performed and without any right of the County of return, reclamation or compensation for moneys paid under this Lease Agreement as absolutely, fully and perfectly as if this Lease Agreement and such payments had never been made; and in case of such default all payments theretofore made on this Lease Agreement are to be retained by and belong to the Authority as the agreed and reasonable rent of the Property up to the time of such default. Any amounts received by the Authority pursuant to the foregoing provisions shall be applied first to costs, then to any unpaid interest and then to repayment of principal, and upon payment in full of all amounts due such excess shall be credited to the next required payment of Basic Rent.

Section 5.3. Reinstatement after Event of Default.

Notwithstanding the exercise by the Authority of any remedy granted by Section 5.2, unless the Authority or its assignee shall have sold its interest in all or any portion of the Property or shall have entered into an agreement providing for the reletting of the Property for at least one year, if the balance of Basic Rent shall not have been accelerated pursuant to Section 5.2(a) and all overdue Basic Rent, together with any interest thereon, and all Additional Rent

shall have been paid, then the County's default under this Lease Agreement shall be waived without further action by the Authority. Upon such payment and waiver, this Lease Agreement shall be fully reinstated and all Basic Rent payments will be due and payable, and the County shall be restored to the use, occupancy and possession of the Property; provided, however, if all or any portion of the Project has been relet for less than one year, the County shall not be restored to the use, occupancy and possession thereof until the end of such lease.

Section 5.4. No Remedy Exclusive.

No remedy conferred by this Lease Agreement upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof or acquiescence therein, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 5.5. No Additional Waiver Implied by One Waiver.

Failure by the Authority at any time to require performance by the County of any provision hereof shall in no way affect the Authority's right hereunder to enforce the same, nor shall any waiver by the Authority of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

Section 5.6. Attorney's Fees and Other Expenses.

Subject to Section 2.5, the County shall on demand pay to the Authority the reasonable fees of attorneys and other reasonable expenses incurred by it in the collection of appropriated, but unpaid, Basic Rent or Additional Rent, or the enforcement of any other obligation of the County, or its agents, upon an Event of Default.

ARTICLE VI TERMINATION RIGHTS

Section 6.1. Right to Terminate.

If by July 1 of any year the Board fails to appropriate moneys for the payment of Basic Rent or estimated Additional Rent for the following Fiscal Year (an "Event of Non-Appropriation"), the County Administrator shall give notice to the Authority of such failure to appropriate within five (5) business days thereafter, and if no such appropriation has been made by July 20 of such year, the County and the Authority each shall have the right to terminate this Lease Agreement by giving notice of the exercise of its rights pursuant to this Section to the other party.

Section 6.2. Rights upon Termination.

Upon termination of this Lease Agreement, the Authority may exclude the County from possession of the Project and sell or lease the County's leasehold estate in the Project, in the manner provided by Section 5.2(b). In the event the County does not so deliver possession, the

County shall be liable, but only from legally available funds, for payment of a pro-rata portion of the Basic Rent payments and Additional Rent attributable to the number of days during which the County fails to so deliver possession.

Section 6.3. Reinstatement after Termination.

Notwithstanding any termination of this Lease Agreement in accordance with Section 6.1, this Lease Agreement shall be fully reinstated, and the County shall be restored to the use, occupancy and possession of the Property provided that the conditions set forth in Section 5.3 are satisfied.

acknowledgments, agreements and other instruments as may be reasonably requested by the Authority or its lender to effect such assignment, (c) agrees to make all payments of Basic Rent due to the Authority under this Lease Agreement directly to the lender (excepting, without limitation, the Authority's rights to receive payment of its fees and expenses, to receive any Net Proceeds, to receive indemnification, to receive notices and to give consents), subject to Section 2.5, and (d) agrees to comply fully with the terms of such assignment so long as such assignment is not inconsistent with the provisions hereof.

Section 7.2. No Merger.

The reversionary and leasehold estates in and to the Property created by this Lease Agreement shall not merge but shall always remain separate and distinct, notwithstanding the union of such estates by purchase or otherwise in the Authority, the County, any lessee or any third party, unless the person holding both of such estates shall expressly elect in writing for them to merge.

**ARTICLE VII
FINANCING; ASSIGNMENT; AND AMENDMENTS**

Section 7.1. Financing.

The Authority has undertaken, or will undertake, the Financing and entered into, or will enter into, instruments evidencing, securing and relating thereto (the "Financing Instruments") by which, among other things, the Authority may assign all of its rights as lessor in and to this Lease Agreement (except its rights to receive payment of its fees and expenses, to receive indemnification, to receive notices and to give consents) as security for the Financing. The County hereby (a) consents to such assignment, (b) agrees to execute and deliver such further

acknowledgments, agreements and other instruments as may be reasonably requested by the Authority or its lender to effect such assignment, (c) agrees to make all payments of Basic Rent due to the Authority under this Lease Agreement directly to the lender (excepting, without limitation, the Authority's rights to receive payment of its fees and expenses, to receive any Net Proceeds, to receive indemnification, to receive notices and to give consents), subject to Section 2.5, and (d) agrees to comply fully with the terms of such assignment so long as such assignment is not inconsistent with the provisions hereof.

Section 7.2. No Merger.

The reversionary and leasehold estates in and to the Property created by this Lease Agreement shall not merge but shall always remain separate and distinct, notwithstanding the union of such estates by purchase or otherwise in the Authority, the County, any lessee or any third party, unless the person holding both of such estates shall expressly elect in writing for them to merge.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.1. Notices.

Unless otherwise provided herein, all demands, notices, approvals, consents, requests, opinions and other communications hereunder shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class registered or certified mail, postage prepaid, addressed (a) if to the County, to P.O. Box 217, 129 Davis St., Independence, VA 24315 (Attention: County Administrator), or (b) if to the Authority, to P.O. Box 217, 129 Davis St., Independence, VA 24315 (Attention: Chairman). The County and the Authority may, by notice given hereunder, designate any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

Section 8.2. Severability.

If any provision of this Lease Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

Section 8.3. Liability of Authority.

Notwithstanding any provision of the Financing or this Lease Agreement to the contrary, the obligations of the Authority under the Financing and this Lease Agreement are not general obligations of the Authority, but are limited obligations payable solely from payments of Basic Rent or Additional Rent. No director or officer of the Authority shall be personally liable on the Authority's obligations hereunder. The Authority shall not be liable under any circumstances for the actions or omissions of the County, as agent for the Authority, for any actions or omissions of the County under this Lease Agreement. In any instance in which the County is or may act as agent for the Authority hereunder, the County shall at all times comply with any applicable laws, rules or regulations pertaining to any such actions, and it is expressly understood and agreed that

the County shall have no authority to create or incur any liability or obligation of the Authority except to the extent limited to the Project and the revenues derived therefrom.

Section 8.4. Successors and Assigns.

This Lease Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties, their respective successors and assigns.

Section 8.5. Counterparts.

This Lease Agreement may be executed in any number of counterparts, each of which shall be an original, all of which together shall constitute but one and the same instrument.

Section 8.6. Entire Agreement.

This Lease Agreement express the entire understanding and all agreements between the parties and may not be modified except in writing signed by the parties.

Section 8.7. Governing Law.

This Lease Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 8.8. Rules of Construction.

The following rules shall apply to the construction of this Lease Agreement unless the context otherwise requires:

- (a) Words importing the singular number shall include the plural number and vice versa.
- (b) Unless otherwise indicated, all references herein to particular Articles or Sections are references to Articles or Sections of this Lease Agreement.
- (c) The headings herein are solely for convenience of reference and shall not constitute a part of this Lease Agreement nor shall they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be duly executed and effective as of the date first set forth above, by their duly authorized representatives.

**ECONOMIC DEVELOPMENT
AUTHORITY OF GRAYSON
COUNTY, VIRGINIA**

**BOARD OF SUPERVISORS OF
GRAYSON COUNTY, VIRGINIA,
ON BEHALF OF GRAYSON COUNTY,
VIRGINIA**

By _____

By _____

Its: **Chairman**

Its: **County Administrator**

COMMONWEALTH OF VIRGINIA)
)
COUNTY OF GRAYSON)

The foregoing instrument was acknowledged before me in Grayson County, Virginia, this ____ day of _____, 2016, by _____, Chairman, Economic Development Authority of Grayson County, Virginia.

My commission expires: _____.

Notary Public

of the Circuit Court of Grayson County, Virginia, (the "Clerk's Office") in Deed Book 364, at Page 399, and incorporated herein by reference.

REFERENCE IS MADE to the aforesaid deed and plat of survey for a more complete description of the property hereby conveyed and for chain of title.

BEING part of property conveyed to the Grayson County Economic Development Authority from Chicaro, Inc. by deed dated December 21, 2015, recorded in the Clerk's Office as Instrument No. 150002217.

Tax Map No. 73A2-2-11C

ALL of that certain tract or parcel of land, and all appurtenances thereto, lying and being located in the Elk Creek Magisterial District of Grayson County, Town of Independence, Virginia, and more fully described as follows:

CONTAINING 0.3174 of an Acre, more or less, as shown on a plat of survey by D.B. Dudley and Associates, Licensed Land Surveyors, dated February 18, 2004, entitled "To Be Conveyed to Chicaro, Inc. from Janie Y. Sutherland," recorded in the Clerk's Office of the Circuit Court of Grayson County, Virginia, (the "Clerk's Office") in Deed Book 424, at Page 790, and incorporated herein by reference.

REFERENCE IS MADE to the aforesaid deed and plat of survey for a more complete description of the property hereby conveyed and for chain of title.

BEING part of property conveyed to the Grayson County Economic Development Authority from Chicaro, Inc. by deed dated December 21, 2015, recorded in the Clerk's Office as Instrument No. 150002217.

IN RE: GRAYSON COUNTY FY 16-17 BUDGET CALENDAR

Mitchell L. Smith referenced the calendar (listed below) and noted that a lot of components go into working up the budget calendar. John S. Fant noted that he would not be able to attend on the March 15, 2016 date and would like to suggest changing it to March 22, 2016 if possible. John S. Fant made the motion to adopt with the 1 (one) possible date change; duly seconded by Michael S. Hash. Motion carried 4-0.

**Grayson County Board of Supervisors
FY 16-17 Budget Calendar**

02/11/16

Board of Supervisors to adopt the FY 16-17 Budget Calendar

02/12/16	Disburse the budget request memo to all departments
02/25/16	All budget requests are due in to County Administration for insertion into the Draft Budget
<u>02/29/16</u> @ 6pm	Board to hold joint meeting with School Board on FY 16-17 Budget **Held at Independence Middle School Library
03/15/16	Board of Supervisors to hold work session to review the 1 st draft of the FY 16-17 Budget
04/04/16	Board of Supervisors to hold work session and forum to hear requests from departments, boards, authorities, commissions organizations and/or agencies <u>AND</u> Board to make motion to hold public hearing on FY 16-17 Budget
04/08/16	Legal ad due into the Gazette <u>and</u> Declaration notifying the holding of a Public Hearing on the FY 16-17 Budget
04/12/16	Board of Supervisors to hold work session on the FY 16-17 Budget
05/12/16	Board of Supervisors to conduct a Public Hearing on the FY 16-17 Proposed Budget
05/16/16	Board of Supervisors to hold work session to review Final Draft of FY 16-17 Budget
05/24/16	Board of Supervisors to adopt the FY 16-17 Budget
06/24/16	Approved FY 15-16 budget figures will be sent to each respective department
07/01/16	FY 16-17 Budget implementation

IN RE: PUBLIC HEARING

None

IN RE: COUNTY ADMINISTRATOR'S REPORT

Mitchell L. Smith thanked staff for their help at the meeting.

IN RE: INFORMATIONAL ITEMS

- DEPARTMENT HEAD REPORTS – As presented.
- 2016 LARGE ITEM SOLID WASTE SCHEDULE – Listed below

2016 LARGE ITEM SOILD WASTE COLLECTION
FOR GRAYSON COUNTY RESIDENTS ONLY
INCLUDING TOWN OF INDEPENDENCE & FRIES

MARCH 21 - MONDAY'S REGULAR COLLECTION ROUTE

APRIL 4 - TUESDAY'S REGULAR COLLECTION ROUTE

APRIL 25 – WEDNESDAY'S REGULAR COLLECTION ROUTE

MAY 9 - THURSDAY'S REGULAR COLLECTION ROUTE

MAY 23 - FRIDAY'S REGULAR COLLECTION ROUTE

JUNE 6 - TOWN OF INDEPENDENCE – CURBSIDE

JUNE 13 - TOWN OF FRIES - CURBSIDE

****ALL ITEMS MUST BE PLACED AT CURBSIDE BY DATE LISTED ABOVE.****

- **A LIMIT OF NO MORE THAN 10 (TEN) ITEMS** MAY BE PLACED OUT PER HOUSEHOLD FOR COLLECTION. (WHITE GOODS SUCH AS APPLIANCES, FURNITURE MATRESSES, COUCHES ECT.) **SMALL ITEMS AND TRASH MUST BE PLACED IN BAGS AND/OR DISIPOSABLE CONTAINERS. NO LOOSE TRASH**
- IN ADDITION TO ABOVE ITEMS CUSTOMERS MAY PUT OUT **UP TO 10 (TEN) TIRES** (AUTOMOBILE TIRES ONLY – ABSOLUTELY NO TRACTOR OR TRUCK TIRES)) FOR COLLECTION PER HOUSEHOLD (**AUTOMOBILE TIRES MUST BE OFF RIMS**)
- **ITEMS NOT ACCEPTABLE FOR COLLECTION ARE:** HAZARDOUS MATERIALS, LAND CLEARING DEBRIS, OLD FENCE POST, WIRE FENCING, SATELLITE DISHES, WOOD, ANY TYPE OF BUILDING MATERIALS SUCH AS; ROOFING SHINGLES, VINYL SIDING, PLYWOOD, SHEETROCK ETC.

YOU MUST CALL THE PUBLIC WORKS DEPARTMENT AT **276-773-3181 TO REGISTER BY PHONE** BEGINNING MARCH 7TH, 2016: MONDAY – FRIDAY, 7:00 A.M. TO 3:00 P.M. **OR** REGISTER ONLINE **1 (ONE) WEEK PRIOR** TO YOUR COLLECTION TIMES, PROVIDING YOUR NAME, TELPHONE NUMBER, 911 ADDRESS & DESCRIPTION OF ITEMS FOR COLLECTION AT <http://graysonvirginia.com> AND FOLLOW THE GOVERNMENT WEBSITE LINK TO REGISTER.

IN RE: REGISTERED SPEAKERS AND PUBLIC COMMENT

- Kim Carter of China Grove, NC, thanked the Board for taking the time to review the Zoning Ordinance/Text Amendment for the shoreline recreation zone district. Ms. Carter noted her disappointment in the decision to approve it tonight.
- Carrie Reavis of Kannapolis, NC, also noted her disappointment of the Boards decision tonight.

IN RE: BOARD OF SUPERVISORS' TIME

None

IN RE: CLOSED SESSION

None

IN RE: ADJOURN

John S. Fant made the motion to adjourn; duly seconded by Glen E. Rosenbaum.

Brenda R. Sutherland, Chair

