



**Franklin City Council Agenda
February 24, 2025
Council Chambers
207 West Second Avenue
Franklin, Virginia 23851**

**7:00 P.M.
Regular Meeting**

**CALL TO ORDER.....MAYOR PAUL KAPLAN
ROLL CALL.....MAYOR PAUL KAPLAN
PLEASE TURN OFF CELL PHONES.....MAYOR PAUL KAPLAN
PLEDGE OF ALLEGIANCE
CITIZEN’S TIME (3 MINUTES)**

1. CONSENT AGENDA

(The Consent Agenda provides a method for expediting items that do not require discussion. Items listed on the Consent Agenda are considered routine and non-controversial and will be approved unanimously by a single roll-call vote of the City Council. A Council member may request to remove an item from the Consent Agenda, and if approved, it will be placed on the regular agenda for discussion and consideration.)

- A. Approval of Agenda for February 24, 2025
- B. Approval of February 10, 2025 Regular Council Meeting Minutes

2. PRESENTATIONS

- A. Voter Registrar Board

3. CITY MANAGER’S REPORT

Agenda Item #2025-16:

Adoption of a Resolution Confirming a Declaration of Local Emergency Due to Severe Weather and the Threat of Winter Storm Kingston Impacting Franklin, Virginia

Agenda Item #2025-17:

Adoption of a Resolution Approving the Honorary Street Naming Policy

Agenda Item #2025-18:

A Resolution Approving the Hay Cutting License Agreement Between the Franklin Municipal-John Beverly Rose Airport and Hash Family Farms of Suffolk

4. NEW BUSINESS

- A. Boards & Commissions
 - Appointment to VMEA-Remove Wendell Adkison & Appoint Mark Bly, Interim Director of Power & Light
- B. Items Submitted by Council Members (Council Comments)
- C. Report on Pending Items

5. CLOSED SESSION

Convene closed meeting for the following:

- A. Pursuant to Virginia Code Section 2.2-3711 (A)(1) for the purpose of discussion, consideration, or interviews of prospective candidates for employment.

6. RECONVENE REGULAR SESSION

***Agenda subject to change*

7. **CERTIFICATION OF CLOSED MEETING**

8. **ADJOURNMENT**

***Agenda subject to change*

Regular City Council Meeting Minutes February 10, 2025

Call to order

The Franklin City Council held its regular City Council meeting on February 10, 2025 at 7:00 p.m. in the City Council Chambers.

Roll Call

Council Members in Attendance: Jessica Banks, Councilwoman; Wynndolyn Copeland, Vice-Mayor; Richard Grizzard, Councilman; Paul Kaplan, Mayor; Mark Kitchen, Councilman

Council Members Absent: Councilman Linwood Johnson

Others in Attendance: Rosylen Oglesby, City Manager, Kyle Eldridge, City Attorney

Cell Phones

Mayor Kaplan asked all to silence cell phones.

Pledge of Allegiance

The Pledge of Allegiance was recited by all in attendance.

Citizen's Time

Ms. Audrey Lee made comments in reference to the need to have an elected school board and concern about the removal of Principal Phelps from his position at the high school to a created position.

Ms. Regina Hill made comments in reference to the school's decision of the principal, the effect on the children, and lack of communication with the parents.

Mr. Clyde Bailey made comments in reference to dissatisfaction of the school system and superintendent, concern about the school's decision to remove Principal Phelps, and the need for an elected school board.

Mr. Gregory McLemore made comments in reference to Black History Month and noted today in Zimbabwe Rhodesia an African American named Maxwell Chikumbutso invented and unveiled the first self-propelled EV car that never needs charging that operates by micro sonic energy technology.

Councilman McLemore joined council at this time (7:20 p.m.).

Mrs. Pam Lease made comments in reference to her dissatisfaction of the school's decision regarding Mr. Phelps and how it was poorly communicated.

Mr. Ricky Sykes made comments referencing his support for an elected school board and asked for council's help to rectify the situation regarding Mr. Phelps.

Mrs. Carolyn Lawrence thanked Council for doing what they did to get her back in the schools, made comments expressing concern about the school's decision regarding Mr. Phelps, and expressed her dissatisfaction with the Superintendent.

Ms. Jennifer Crouse and Mr. Dustin Sykes made comments regarding Mr. Phelps and his positive influence on the children.

Mr. Jesse Evans made comments referencing Mr. Phelps and the need for an elected school board.

Mr. Horatio Funches made comments in support of Mr. Phelps, asked for assistance in the removal of a homeless gentleman living beside his property due to concern of his family, and expressed that he was not in favor of a homeless shelter.

Consent Agenda

Mayor Kaplan requested that Item A (Approval of Agenda for February 10, 2025) be removed from the consent agenda.

Councilman McLemore requested that Item B (Approval of January 27, 2025 Regular Council Meeting Minutes) be removed for discussion.

Councilwoman Banks left the meeting at 7:43 p.m.

Mayor Kaplan requested to amend the agenda to add a closed session to discuss consideration of a candidate for employment.

A motion was made by Vice Mayor Copeland and seconded by Councilman Kitchen to approve to amend the agenda.

The motion carried the vote 5-0

The vote was as follows:

Ayes: Copeland, Grizzard, Kaplan, Kitchen, McLemore

Absent: Banks

Councilman McLemore stated that he would like to be entered into the record that he request the additional comments made by the Council Lady be removed from the minutes unless the context and circumstances can also be included reflecting a more accurate account of what was said and occurred.

Councilwoman Banks re-joined the meeting at 7:45 p.m.

Councilman McLemore referred to page 11 of the minutes where Councilwoman Banks made a statement that there was a departure from the closed session requirements.

City Attorney advised that Council would be violating closed session if they were to speak on what went on in closed session.

Councilman McLemore clarified that he said in his opinion that he had served in the last council who is the most corrupt and unprofessional council he has served on in 14 years and this, in his opinion, was the most ignorant, degenerate council he has served on and Councilman Grizzard was not included in this exchange.

City Manager's Report

Agenda Item #2025-12

A motion was made by Councilman Kitchen and seconded by Vice-Mayor Copeland to approve Resolution Approving and Adopting the Law Enforcement Mutual Aid Agreement.

The motion carried the vote 6-0

The vote was as follows:

Ayes: Banks, Copeland, Grizzard, Kaplan, Kitchen, McLemore



RESOLUTION #2025-5

RESOLUTION APPROVING AND ADOPTING THE LAW ENFORCEMENT MUTUAL AID AGREEMENT

WHEREAS, the City of Franklin recognizes the need for a coordinated emergency services, law enforcement, fire protection, and disaster response to ensure public safety; and

WHEREAS, the Code of Virginia § 15.2-1728 authorizes local governing bodies, agencies and departments to enter into mutual aid agreements; and

WHEREAS, the City of Franklin and the other parties to the agreement desire to enter into a mutual aid agreement to provide assistance and resources during emergencies, disasters, and other events requiring additional personnel and equipment; and

WHEREAS, the proposed Law Enforcement Mutual Aid Agreement outlines the terms and conditions under which mutual aid shall be rendered, including liability, reimbursement, and operational procedures, and is in the best interest of the City of Franklin and its residents;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Virginia:

1. The Mutual Aid Agreement between the City of Franklin and other parties to the agreement, as presented and attached hereto as Exhibit A, is hereby approved and adopted.
2. The City Manager is authorized to execute the agreement on behalf of the City of Franklin, and to take any actions necessary to implement its provisions.
3. This resolution shall be effective immediately upon adoption.

VOTE:

Ayes:

Nays:

Abstentions:

Absent for vote:

ADOPTED:

CERTIFIED:

Paul Kaplan, Mayor

Kimberly Turner, Deputy Clerk

Agenda Item #2025-13

A motion was made by Councilman Kitchen and seconded by Councilwoman Banks to approve the Resolution of Appreciation for Benefit Programs Specialist Appreciation Month.

The motion carried the vote 6-0

The vote was as follows:

Ayes: Banks, Copeland, Grizzard, Kaplan, Kitchen, McLemore



RESOLUTION #2025-6

BENEFIT PROGRAMS SPECIALIST APPRECIATION MONTH

Resolution of Appreciation

WHEREAS, Virginia provided \$23,848,366,681 in benefits to the most vulnerable citizens of the Commonwealth through programs such as Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), Medical Assistance, Child Care, General Relief, Auxiliary Grant, Foster Care IV-E, Refugee Cash Assistance, Employment Service Programs and Energy Assistance administered by local departments of social services; and

WHEREAS, Virginia's governing body continually seeks to enact legislation that best supports our benefit programs, positively impacting our economy and empowering local Benefit Program Specialists to promote individual self-sufficiency among our citizens; and

WHEREAS, Benefit Programs Specialists continue to navigate the complexities of evolving policies and procedures across major benefit programs, requiring adaptive transitions and overcoming technological shortcomings to ensure that citizens receive the correct benefits; and

WHEREAS, Virginia's 4,084 Benefit Programs Staff, including 3,540 specialists, 493 supervisors, and 51 managers, have been instrumental in meeting community needs, maintaining high rates of application processing and case management to ensure that qualified individuals receive necessary social services; and

WHEREAS, significant financial support has been extended to Virginia's vulnerable populations, including \$85,668,950 to TANF recipients; \$11,600,380 for the Virginia Initiative for Education and Work (View) participants; \$15,428,674 for SNAP Employment & Training (SNAP E&T) programs; \$1,796,754,340 in food benefits to SNAP participants; \$21,385,613,147 in medical care through various Medical Assistance Programs; \$109,463,144 for Energy Assistance; \$408,723,826 for Child Care services; \$30,324,396 for IV-E Foster Care support and \$4,789,824 for IV-E Fostering Futures; and

WHEREAS, Benefit Programs Specialists exemplify the core values of ethical public service by respecting human dignity, demonstrating personal integrity, promoting professional excellence, and ensuring the accurate application of current policies and guidance;

NOW THEREFORE BE IT RESOLVED, on this 10th day of February 2025, the Franklin City Council does hereby commend all Benefit Programs Specialists across the City of Franklin and the Commonwealth of Virginia, for their dedicated service and hereby recognizes February 2025 as Benefit Programs Specialist Appreciation Month, encouraging all Virginians to acknowledge and celebrate their invaluable contributions to public service.

Paul Kaplan, Mayor

ATTEST:

Kimberly Turner, Deputy City Clerk

Agenda Item #2025-14

A motion was made by Councilman Kitchen and seconded by Vice-Mayor Copeland to approve Resolution Amending the FY 2024-2025 Operating Budget to Accept and Appropriate the Amount of \$5,000 Received as a Donation from Bronco Federal Credit Union for Use by the Franklin City Police Department for Creation and Implementation of a Police Explorer’s Program within the Police Department.

The motion carried the vote 6-0

The vote was as follows:

Ayes: Banks, Copeland, Grizzard, Kaplan, Kitchen, McLemore



BUDGET AMENDMENT 2025-12

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FRANKLIN, VIRGINIA that the 2024-2025 City Budget is hereby amended to:

1. Recognize donation to the Police Dept from Bronco Federal Credit Union and to appropriate such donation for the creation and implementation of a Police Explorer's Program. The Police Dept has requested that this be a perpetual fund;

		2024-2025 BUDGET	AMENDED BUDGET	INCREASE (DECREASE)
100 GENERAL REVENUE				
100-3-18990-3041	Donations Police	\$ 3,677	\$ 8,677	<u>5,000</u>
				<u>5,000</u>
EXPENDITURES				
100-4-31100-6010	Police Supplies	\$ 62,000	\$ 67,000	<u>5,000</u>
				<u>5,000</u>

Certified copy of resolution adopted by Franklin City Council

Deputy Clerk to the City Council

Agenda Item #2025-15

A motion was made by Councilman Kitchen and seconded by Councilwoman Banks to approve the Resolution Amending the FY 2024-2025 Operating Budget to Move the Amount of \$6,534.01 from the General Fund's Unassigned Fund Balance and Appropriate the Said Amount into the General Fund to Reimburse Previous Interim City Manager and Current City Manager with Taxes Payable on Expenses Associated with Their Contracts. Discussion: There was discussion to clarify the resolution and reason for owing these funds.

The motion carried the vote 5-0

The vote was as follows:

Ayes: Banks, Copeland, Grizzard, Kaplan, Kitchen

Abstained: McLemore



BUDGET AMENDMENT 2025-13

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FRANKLIN, VIRGINIA that the 2024-2025 City Budget is hereby amended to:

- 1. Reimburse previous Interim City Manager and current City Manager with taxes payable on expenses associated with contract;

	2024-2025 BUDGET	AMENDED BUDGET	INCREASE (DECREASE)
100 GENERAL			
REVENUE			
100-3-41050-0150 Use of Unassigned Fund Balance	\$ 596,536	\$ 603,070	6,534
			<u>6,534</u>
EXPENDITURES			
100-4-12100-5840 Miscellaneous	\$ 1,500	\$ 8,034	6,534
			<u>6,534</u>

Certified copy of resolution adopted by Franklin City Council

Deputy Clerk to the City Council

New Business

A. Boards & Commissions

A motion was made by Councilman Kitchen and seconded by Vice-Mayor Copeland to appoint Brenda Peterson to the Social Services Advisory Board.

The motion carried the vote 5-1

The vote was as follows:

Ayes: Banks, Copeland, Grizzard, Kaplan, Kitchen

Nays: McLemore

B. Items Submitted by Council Members (Council Comments)

Vice-Mayor Copeland made comments referencing the citizens' comments tonight, provided attributes of Mr. Phelps, thanked him for his service, and made comments regarding the utility bill due date.

City Manager Oglesby provided an update on utility billing.

A motion was made by Councilman McLemore and seconded by Vice-Mayor Copeland to give the City Manager the ability to extend the deadline for utility payments this month.

The motion carried the vote 6-0

The vote was as follows:

Ayes: Banks, Copeland, Grizzard, Kaplan, Kitchen, McLemore

City Manager Oglesby stated that she will extend the deadline to February 27th.

Councilman Kitchen made comments referencing the school system issue and asked for another meeting with the Chair and Superintendent to find out what is really going on.

Councilwoman Banks made comments referencing the school system issue regarding Mr. Phelps, asked citizens to be patient with Council and explained Council role as it relates to the school system.

Councilman McLemore made comments referencing the school system situation regarding Mr. Phelps and explained the disadvantages of an elected school board.

Councilman Grizzard made comments in support of Mr. Phelps.

Councilman McLemore also made comments regarding citizens attending the meetings and holding them accountable.

Mayor Kaplan made comments explaining the matter that took place at the first Council meeting brought forth by the Electoral Board with seating council members, made comments regarding Mr. Phelps, and asked for a joint meeting with the School Board with the Superintendent and City Manager.

There was a consensus of Council to schedule a joint meeting with the School Board.

Councilman McLemore also made comments regarding how school board elections are voted on by wards.

Mayor Kaplan read an email that came from Ms. Carrie Johnson regarding the recent leadership change within the school system.

C. Report on Pending Items

- Renaming and Honorary Street Policies

There was a consensus of Council to put this item on agenda for next meeting.

- Bon Secours Mercy Health 2025 Bond Issuance

There was a consensus of Council to allow Henrico County to conduct the public hearing for the City of Franklin and to have Bon Secours Mercy Health and a representative from Henrico County to come before Council on March 10, 2025.

Closed Session

A motion was made by Councilman Grizzard and seconded by Vice-Mayor Copeland to convene a closed session pursuant to Virginia Code Section 2.2-3711 A-1, for the purpose of discussing, considering, or interviewing prospective candidates for employment.

The motion carried the vote 6-0

The vote was as follows:

Ayes: Banks, Copeland, Grizzard, Kaplan, Kitchen, McLemore

Reconvene Regular Session

A motion was made by Councilman Grizzard and seconded by Vice-Mayor Copeland to reconvene regular session.

The motion carried the vote 6-0

The vote was as follows:

Ayes: Banks, Copeland, Grizzard, Kaplan, Kitchen, McLemore

Certification of Closed Meeting

Councilman Grizzard moved that each council member certify that, to the best of his or her knowledge: I hereby move that each council member certify that, to the best of his or her knowledge:

- (i) Only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act, and

- (ii) Only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the closed meeting just concluded.

Any member of the public body who believes that there was a departure from the requirements of clauses (i) and (ii), shall so state prior to the vote, indicating the substance of the departure that, in his or her judgement, has taken place. The statement shall be recorded in the minutes of the public body.

City Council certified the meeting.

The motion carried the vote 6-0

The certification was as follows:

Certified: Banks, Copeland, Grizzard, Kaplan, Kitchen, McLemore

Adjournment

A motion was made by Councilwoman Banks and seconded by Vice-Mayor Copeland to adjourn.

The motion carried the vote 6-0

The vote was as follows:

Ayes: Banks, Copeland, Grizzard, Kaplan, Kitchen, McLemore

Mayor

Deputy Clerk to City Council



City Manager's Report
Submitted by: Rosylen Oglesby, City Manager
February 24, 2025
Agenda Item #2025-16

Title: Declaration of Local Emergency – Winter Storm Kingston

Issue:

- **Adoption Of A Resolution Confirming A Declaration Of Local Emergency Due To Severe Weather And The Threat Of Winter Storm Kingston Impacting Franklin, Virginia.**

Background:

- The Hampton Roads Region, which includes the City of Franklin, was placed under a winter storm warning to the approach of Winter Storm Kingston.
- The area was expected to receive significant snow, extremely low temperatures, and minor to locally moderate river flooding.

Discussion:

- Winter Storm Kingston's predictions indicated the possibility of 6 plus inches of snow, wind gusts exceeding 30 miles per hour, and sustained temperatures below 32 degrees over the next 72 hours, which could lead to hazardous conditions, including flooding and downed trees/power lines. Franklin was within the expected area of 4 to 6+ inches, with some areas falling within 8 to 10 inches.
- Due to the impending hazardous conditions, the City Manager acting as the Director of Emergency Services issued a local emergency declaration due to the severe weather and threat of Winter Storm Kingston. This issuance happen prior a call meeting of the City Council.
- According to the City's Emergency Operations Plan, City Council declares an emergency to exist whenever the threat or actual occurrence of a disaster is, or threatens to be, of sufficient severity and magnitude to require significant expenditures and a coordinated response in order to prevent or alleviate damage, loss, hardship, or suffering. The approval of the declaration of local follows that policy.
- The declaration expired on Friday, February 21, 2025, at noon.

Financial impact:

- The declaration allows the city apply for funding made available by the state and federal government to defray any expenses expended making the city safe.

Recommended Action:

- Approval of the resolution.

Next Steps Following Council Action:

- The City Manager will work with the appropriate staff to execute.

Attachments:

- Resolution
- Copy of the Declaration of Local Emergency


City Manager



RESOLUTION #2025-7

A RESOLUTION CONFIRMING A DECLARATION OF LOCAL EMERGENCY DUE TO SEVERE WEATHER AND THE THREAT OF WINTER STORM KINGSTON IMPACTING FRANKLIN, VIRGINIA.

WHEREAS, the City Manager of the City of Franklin, acting in her official capacity as Director of Emergency Management, did on February 19, 2025, declare a Local Emergency due to severe weather and the threat of Winter Storm Kingston impacting Franklin, Virginia; and

WHEREAS, pursuant to Emergency Operations Plan of the City of Franklin, it is now incumbent on City Council to official action ratifying said declaration of emergency;

NOW THEREFORE BE IT RESOLVED by the Council of the City of Franklin, Virginia that said Declaration of Local Emergency, a copy of which is attached hereto, is hereby ratified and approved, and that the City Manager is further authorized to take all actions reasonable and necessary to complete implementation of all measures taken to respond to said emergency.

ADOPTED by the Council of the City of Franklin, Virginia at a meeting held on February 24, 2025.

Paul Kaplan, Mayor

ATTEST:

Kimberly Turner, Deputy City Clerk



Declaration of Local Emergency Due to Winter Storm Kingston

Whereas, the Director of Emergency Services for the City of Franklin, Virginia, hereby finds that:

1. An extreme weather event named Winter Storm Kingston, characterized by heavy snow and strong winds, is forecasted to impact Franklin within the next 72 hours, resulting in potential threats to the safety and well-being of our residents.
2. Predictions indicate the possibility of 6 inches or more of snow, wind gusts exceeding 30 miles per hour, and sustained temperatures below 32 degrees over the next 72 hours, which could lead to hazardous conditions, including flooding and downed trees/power lines.
3. In light of these impending conditions, the declaration of a local emergency is warranted to facilitate the mobilization of resources and ensure the community's safety and protection.

Now, Therefore, be it proclaimed and ordered that during this emergency, the powers, functions, and duties of the Director of Emergency Management and the Emergency Services organization for the City of Franklin shall be defined and executed as prescribed by local and state laws, resolutions, ordinances, and approved plans.

To effectively address the circumstances of this emergency, Rosylen Oglesby, City Manager, or Tomeka Morgan, Interim Director of Finance, along with their designated representatives, are authorized to allocate necessary funds from the City's contingency fund and unappropriated fund balance to cover reasonable operational costs of emergency services, pending further action by the Franklin City Council regarding any additional essential appropriations.

Now, Therefore, I, Rosylen Oglesby, Director of Emergency Services for the City of Franklin, Virginia, do hereby proclaim and declare that a local emergency exists in Franklin, effective as of February 19, 2025.

A handwritten signature in black ink that reads "Rosylen Oglesby". The signature is written in a cursive, flowing style.

Rosylen Oglesby
City Manager/Director of Emergency Services



City Manager's Report

Submitted by: Douglas K. Smith, Interim Director of Community Development/Building Official

February 24, 2025

Agenda Item #2025-17

Title: Honorary Street Naming Policy

Issue:

- Adoption of a resolution approving the Honorary Street Naming Policy.

Background:

- According to the Code of Virginia, Section 15.2-2019, local governing bodies can name streets. After conducting research, staff found no specific guidelines regarding requests to rename existing streets or to install honorary names for streets. Therefore, this document aims to discuss the establishment of policies that will guide the community on how to proceed with renaming or installing honorary names on existing streets.

Discussion:

- The Honorary Street Name Designation Policy allows citizens and groups to honor deceased individuals or groups who have made significant contributions to the community.
- The City Council was presented with a draft of the Honorary Naming Policy at its January 13 Regular Meeting for review.
- Applicants must submit an application and letter of consent to the Department of Community Development. Also, the applicant will be assessed a fee of \$400.00 to cover all costs associated with the design, fabrication, and installation of the sign(s). If multiple sign locations are requested and approved, each sign location shall be charged a fee of \$400.00. This fee shall be payable to the City of Franklin and deposited in the City's General Fund.
- The policy is now ready for the City Council's approval.

Financial impact:

- This will generate new revenue for the City. The amount of new revenue is unknown because it is based on the number of application received.

Recommended Action:

- Approval of the resolution.

Next Steps Following Council Action:

- The Department of Community Development will make the policy and the application available to the public.

Attachments:

- Resolution
- Draft of the Honorary Naming Policy



City Manager



RESOLUTION #2025-8

A RESOLUTION OF THE CITY OF FRANKLIN, VIRGINIA APPROVING THE HONORARY STREET NAMING POLICY

WHEREAS, the City of Franklin, Virginia values the contributions of individuals and organizations that have significantly impacted our community in positive ways; and

WHEREAS, honorary street naming is a method of recognizing these contributions by allowing streets to be named in honor of such individuals or groups, fostering a sense of pride and remembrance within the community; and

WHEREAS, it is essential to establish a clear and comprehensive policy regarding honorary street naming to ensure transparency, consistency, and respect for the community's values and interests; and

WHEREAS, the proposed honorary street naming policy has been drafted and reviewed ensuring it aligns with the principles and vision of the City Council and

THEREFORE, BE IT RESOLVED by the City of Franklin, Virginia that:

1. The honorary street naming policy, as attached to this resolution, is hereby approved and adopted.
2. The Department of Community Development is directed to implement the honorary street naming policy and ensure that all procedures are followed in accordance with the guidelines established.
3. A copy of this resolution shall be made available to the public and published on the City's website.
4. The City of Franklin, Virginia acknowledges the importance of this policy in celebrating our community's history, culture, and contributions made by deserving individuals and organizations.

ADOPTED by the City Council on this February 24, 2025.

Paul Kaplan, Mayor

ATTEST:

Kimberly Turner, Deputy City Clerk



HONORARY STREET NAME DESIGNATION POLICY

Purpose

To establish a policy to administer requests for honorary street name designations and provide application and approval criteria and procedures for honorary street name designations of city-owned streets.

Background

Honorary street signs allow posthumously recognizing former City of Franklin residents, community leaders, or groups who have made significant contributions to the City, State of Virginia, or the United States of America. The honorary street name identifies a specific portion of a City street with an individual name in honor of that person. The honorary street name supplements the permanent street name and does not change the permanent street name designation, nor does it require residents and businesses fronting on the street to change their address. It also does not attempt to regulate honorary street names on private streets and driveways.

General Policy

The Honorary Street Name Designation Policy allows citizens and groups to honor deceased individuals or groups who have made significant contributions to the community, subject to approval by the City Council. The impact must be well documented and broadly acknowledged within the community and the City of Franklin. The Department of Community Development manages and processes the program, and the Public Works Department administers the installations.

Provisions

A. Definitions and General Guidelines.

1. Honoree means a deceased individual or group whom the application specifies for an honorary street name designation who has made a significant contribution to the City of Franklin community, either through civic involvement, cultural, humanitarian, historical, or military achievement, as part of a historic event relevant to the specific City street; or to the geographical location of the particular street. Said contributions do not have to be financial.
2. Honorary street name designations shall reflect recognition of Honorees only and are given on a case-by-case basis, solely as determined by the City Council by majority vote and approved Resolution.
3. A completed application and letter of consent signed by the Honoree's estate representative must be submitted prior to City Council consideration and approval.
4. The City Manager shall determine when the application will be presented to City Council for consideration.

5. Only one honorary street name designation sign shall be allowed on a single street sign pole below the City's standard street sign and shall be dark brown in color with white lettering and a white border shall include "Honorary" above the name and is the same size as the standard City of Franklin Street named sign. Should the applicant request a sign on each side of the street at both intersections of a block, the applicant must pay two separate fees (one for each sign). The honorary street name can only be placed on local streets.
6. Honorary street name designations will be temporarily displayed for five years unless otherwise approved by the City Council by a majority vote. At the end of the five years, the City will remove the honorary street name sign and, upon request, make it available to the applicant or the applicant's representative.
7. If the applicant or applicant's representative desires to apply for another five-year term at the end of the five years, renewals will be handled like new requests with all applicable rules and fees in effect. The applicant must resubmit an application and undergo the same City Council review and approval process as initially taken.
8. The City has the right to remove any honorary street name sign before the end of the five years as directed by the Council by majority vote.
9. Only one honorary street name designation sign shall be allowed at an intersection, and the portion of a street so designated shall be one City block long and limited to no more than two signs per block (one at each end of the selected block).
10. No honorary street name designation sign shall be used that will duplicate or could be confused with the name of an existing City street.
11. Whenever possible, honorary street name designation signs shall be limited to the right-of-way area within the vicinity of the home, organization, or locations associated with the Honoree.
12. A fee of \$400.00 is required at the time of application to cover all costs associated with the design, fabrication, and installation of the sign(s). If multiple sign locations are requested and approved, each sign location shall be charged a fee of \$400.00. This fee shall be payable to the City of Franklin and deposited in the City's General Fund.
13. If the application is not approved, the fee(s) will be refunded in full. If the City Council rejects the request, two (2) years shall pass before the request can be resubmitted for consideration.
14. The design and font of the honorary sign will be standard and consistent. No embellishments, decals, or logos will be permitted.
15. Should the sign become defaced, damaged, or otherwise ruined, the City will contact the applicant. Up to one replacement sign may be covered by the City unless approved by the City Council by a majority vote.

B. Qualification Criteria for Approving Honorary Street Designation

1. Only Honorees are eligible for consideration for honorary street name designation as defined above.
2. The Honoree must have provided creditable service to the community and has attained prominence locally based on contributions to the public.
3. The Honorary street names should reflect the City of Franklin's values and community interests.

C. Procedure for Filing and Approving Applications.

1. The applicant shall submit a completed honorary street name designation application and letter of consent and pay the \$400.00 fee to the Department of Community Development located at 207 West Second Avenue, Franklin, Virginia 23851. Upon receipt of the application and fee, the Department of Community Development shall submit the application to the Public Works Department for their review and a recommendation prior to City Council's consideration.
2. These departments will review the application to ensure sufficient documentation exists to substantiate the applicant's request and that the location desired for the honorary street name designation is feasible.
3. If the application satisfies the criteria established, the City Manager shall determine when the application will be presented to the City Council for consideration. The City Council will review the honorary street name designation application during a public meeting in which public comments are taken. If approved by City Council by majority vote, a Resolution will be entered.
4. The Department of Community Development will notify the applicant of the City Council's decision, and if approved, the Public Works Department will proceed to fabricate an honorary street name sign. Public Works will determine the sign installation date and notify the applicant.



Application for Honorary Street Name Designation

Name of Person/Group requesting designation: _____

Address:	
Contact Phone Number:	
Email Address:	

Location of requested designation: (Include Proper Street Name and intersecting streets at each end of the street segment to be designated)	
---	--

Name of Honoree: (As it would appear on the street sign)	
Reasons supporting honorary designation: (Include significant relevance to the City of Franklin)	

Applicant acknowledges the responsibility of the cost of sign(s).	
Signature:	Date:



City Manager's Report
Submitted by: Trevelyn Linton, Airport Manager
February 24, 2025
Agenda Item #2025-18

Title: Hay Cutting License Agreement

Issue:

- A Resolution Approving The Hay Cutting License Agreement Between The Franklin Municipal-John Beverly Rose Airport And Hash Family Farms Of Suffolk.

Background:

- The Airport owns property which requires regular maintenance to promote safety and aesthetics.
- Since the majority of the airport property is open fields, the City sort ways to defray maintenance cost.

Discussion:

- Airport Management has been exploring ways to reduce the time and costs associated with maintaining airport fields to meet Federal Aviation Administration (FAA) standards for several years. Since the property consists of open fields, agricultural options emerged as the most viable solution. Hay production offers an excellent, low-impact method to manage grass heights within these standards without planting traditional crops.
- Hash Family Farms from Suffolk has aligned its activities with the airport's interests and is the only hay manufacturer willing to take on such a large area. Significantly, this agricultural activity does not interfere with airport operations.

Financial impact:

- Implementing this solution will significantly reduce the overtime hours and fuel costs associated with maintaining the property using city staff.

Recommended Action:

- Approval of the resolution.

Next Steps Following Council Action:

- The Airport Manager will execute the License.
- The airport manager will insure the contracted company follows the license agreement.

Attachments:

- Resolution
- Hay Cutting License Agreement


City Manager



RESOLUTION #2025-9

A RESOLUTION APPROVING THE HAY CUTTING LICENSE AGREEMENT BETWEEN THE FRANKLIN MUNICIPAL-JOHN BEVERLY ROSE AIRPORT AND HASH FAMILY FARMS OF SUFFOLK.

WHEREAS, the Franklin Municipal-John Beverly Rose Airport (the "Airport") is committed to maintaining its property and ensuring its safe operation;

WHEREAS, the Airport owns property, including grass areas located at 32470 John Beverly Rose Drive, Franklin, Virginia 23851 (the "Premises"), which requires regular maintenance to promote safety and aesthetics;

WHEREAS, Hash Family Farms of Suffolk (the "Licensee") has proposed to mow, bale, and remove hay from the Premises for personal use or sale without seeking monetary compensation from the Airport;

WHEREAS, the Licensee's activities align with the interests of the Airport, provided that such activities do not interfere with airport operations, and the Airport is held harmless from any liability that may arise from the Licensee's activities;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Franklin hereby approves the execution of the Hay Cutting License ("License") with Hash Family Farms of Suffolk, allowing the Licensee access to the Premises under the terms set forth in the draft License presented to the Airport Authority.

BE IT FURTHER RESOLVED, that the Airport Director/Manager is authorized to sign the License on behalf of the Airport and is tasked with overseeing the Licensee's adherence to the terms and conditions specified, including but not limited to:

1. Mowing the grass fields to maintain a height not exceeding twelve inches (12") and the timely removal of bales.
2. Ensuring that all activities comply with applicable laws, regulations, and safety standards.
3. Communicating with the Airport Director/Manager regarding the progress and operations related to hay cutting.

BE IT FURTHER RESOLVED, that this resolution shall remain in effect until terminated by the City Council or upon expiration of the License as specified within its terms.

ADOPTED by the City Council of Franklin, Virginia on this 24th day of February, 2025.

Paul Kaplan, Mayor

ATTEST:

Kimberly Turner, Deputy City Clerk

HAY CUTTING LICENSE

This Hay Cutting License (“License”) is made and entered into this ___ day of [____], 2025 (“Effective Date”) by and between [Name of Individual/Entity], whose principal address is [_____] (hereinafter referred to as the “Licensee”), and Franklin Municipal-John Beverly Rose Airport, also known as Franklin Municipal Airport, a public entity owned and operated by the City of Franklin, Virginia, whose principal address is 32470 John Beverly Rose Drive, Franklin, Virginia 23851 (hereinafter referred to as the “Airport”).

RECITALS

WHEREAS, the Airport owns and operates property, including grass areas located at 32470 John Beverly Rose Drive, Franklin, Virginia 23851 (“Premises”), and

WHEREAS, the Licensee has volunteered to mow and maintain grass on the Premises and to collect, bale, and remove hay produced thereon for personal use or sale without monetary compensation from the Airport, and

WHEREAS, the Airport desires to ensure that it is held harmless and indemnified from any liability arising out of the Licensee’s activities on the Premises.

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

LICENSE

1. **Permitted Activities.** Licensee has requested non-exclusive, temporary, and periodic access to the grass fields located at the Premises for use by Licensee to mow said grass fields and retention of the hay bales resulting therefrom (“License”). The Airport grants the Licensee permission to mow, bale, and remove hay from the Premises at the Licensee’s sole expense and discretion. The Licensee shall perform these activities in a manner consistent with all applicable laws, regulations, and safety standards, including but not limited to rules and regulations of the Federal Aviation Administration (“FAA”). The Licensee shall use the Premises for no other use or purpose without the prior written consent of the [Airport Director/Manager].
2. **Term.** This License begins on the Effective Date and will automatically expire on the one (1) year anniversary of the Effective Date. Upon expiration, this License shall automatically renew for successive periods. This License may be terminated at any time by the Airport upon written notice to the Licensee. Upon termination by the Airport, the Licensee shall immediately cease all activities on the Premises and remove all equipment and materials within three (3) days.
3. **Property Access.** The Licensee shall have the right of ingress to and egress from the Premises. This right shall include its officers and employees over the roadways designated by the Licensee. Access to the Airport property shall be exclusively from [Access Point], and unless otherwise authorized by the [Airport Director/Manager], access shall not be on or across any of the Airport’s paved areas.

4. **Scope of Work.** Licensee agrees to the following scope of work:
 - a. Licensee shall mow the Premises as in-kind consideration to the Airport for issuing this License. Upon completion of mowing the airfield grass, Licensee will bale and remove the hay bales resulting from the mowing of the Premises. No bales may be left standing in the fields for more than five (5) days and must be removed from the field within that time. All bales will be removed from the Premises within seven to ten days of mowing and baling depending upon weather conditions. Licensee may keep any and all proceeds from the sale of the hay bales.
 - b. Licensee agrees to mow the airfield grass as many times as needed during the term of this License as may be mutually agreed to by the parties; provided however, that Licensee agrees to mow the airfield grass as often as necessary to prevent airfield grass from exceeding twelve inches (12”).
 - c. Licensee shall communicate with the [Airport Director/Manager] on hay operations throughout each year.
 - d. Licensee will incorporate best management practices in the cutting, raking, baling, and removal of the hay crop.
 - e. Licensee agrees to remove cut materials from the fields within two weeks of cutting.
 - f. No field work may be conducted when soil is wet enough for ruts to form.
 - g. The use of any equipment or buildings which are the property of the Airport is not included in the terms of this License.
5. **Security Interest.** The Licensee grants to the Airport a security interest in all hay now or hereafter collected on the Premises to secure performance of the Licensee’s obligation to perform the services required by this License, and the Licensee authorizes the Airport for the purpose of perfecting the Airport’s security interest.
6. **Restricted Activities.** The Licensee further agrees, unless the prior written consent of the Airport has been obtained, Licensee shall not:
 - a. erect or permit to be erected any structure or building or to incur any expense to the Licensee for such purposes.
 - b. permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production.
 - c. plow permanent pasture or meadowland.
 - d. burn cornstalks, straw, or other crop residues grown upon the land.
 - e. cut live trees for sale purposes or personal uses.

- f. pasture livestock within the area or bring any domestic animal within the limits of Airport property.
 - g. hunt, herd, or train animals or livestock at the Airport, or any portion thereof, nor shall undertake any act that encourages wild animals or birds to come into the Premises.
 - h. allow sublicensees or vendors on the property.
 - i. allow any and all activities that would adversely affect the Airport's operations.
7. **Property Rights.** The Licensee is aware that this is a public-use airport, and that it is possible that aircraft may overrun into the Premises. The Licensee's rights hereunder shall not be exercised in such manner as to interfere with or adversely affect the use, operation, maintenance, or development of the Airport.
8. **Notification of Entry on Premises.** Licensee agrees to give a minimum of twenty-four (24) hours prior notice to the [Airport Director/Manager] of Licensee's intention to access the Premises to mow the airfield grass in order to publish the appropriate Notices to Airmen (NOTAM).
9. **Licensee Duties and Conditions.** Licensee agrees to:
- a. Assume all liability for any damage or injury to persons or property, real or personal, resulting from the Licensee's actions under this License, and will hold the Airport harmless from the same.
 - b. Pay the appraised value for unnecessary damage to the residual forage stand and shall pay for any damages which are the direct result of the Licensee's actions.
 - c. Use the existing roadways and not construct or improve access roads, or stacking and loading areas. In the event there is damage to the Premises as a result of this License, Licensee shall repair such damage to the approval of the Airport.
 - d. Comply with all local, state, and federal laws and regulations governing all activities related to the License. Follow label directions in the handling and application of all chemicals used on the Premises, and follow all applicator's licensing requirements. Comply with local, state, and federal laws and regulations pertaining to potential groundwater contamination.
10. **FAA Provisions.** Both parties acknowledge that this parcel lies within an active Public Airport Facility and is subject to the rules and regulations of the FAA. Therefore, the Premises shall be used by the Licensee for the sole purpose of hay harvesting. The Licensee further agrees to limit the height of all crops and agricultural equipment to the height stated on the exhibit and License. The Licensee agrees that [she/he/it] will not allow any condition on the Premises, nor permit the conduct of any activity in such Premises, which shall materially or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities; nor will the Licensee use or permit the Premises to be used in any manner which might interfere with the landing and take-off of aircraft from the Airport or otherwise constitute a hazard in close proximity

to an active general aviation airport. The Airport reserves to itself and their Licensees free and unobstructed passage of aircraft over, through, and across the airspace above the Premises, together with an easement for said purposes and for all noises, disturbances, and vibrations of whatever volume, frequency, or intensity due to the use and operation of the Airport. As used in this License, "aircraft" means all types of heavier-than-air aircraft, however powered. The Licensee shall be bound to conform to all laws, rules, and regulations applicable to the License area, whether issued by the Federal government, the Commonwealth of Virginia, Southampton County, Virginia, the City of Franklin, Virginia or the Licensee, including, but not limited to, the following restrictions on the Licensee's use of the License area:

- a. The Licensee will not create or allow to be created on said lands any magnetic, electronic, electric, radar, laser, or other beams or electronic waves of any kind or frequency that might interfere with any navigational aids now or hereafter in use in connection with operations at the Airport or any operation conducted under Visual Flight Rules.
- b. The Licensee will not use the License area in a manner that would create smoke, dust, soot, or ashes which if discharged into the atmosphere in sufficient quantity would affect aerial visibility of the Airport, runways, or the approaches thereto.
- c. The Licensee will not erect or install any building, structure, searchlight, or other lights, even temporarily, with such intensity as to constitute a hazard to persons or aircraft using or approaching the Airport.
- d. The Licensee shall not test any electronic equipment or use any electronic equipment on the License area.
- e. The Licensee shall maintain any height limitations and restrictions imposed by the FAA or any other competent authority. If any proscribed or prohibited condition or activity, as described above, shall be permitted to exist on the License area, or any part thereof, this License shall be subject to immediate termination at the sole discretion of the Licensee, without notice. The Licensee shall have no recourse under the laws of the Commonwealth of Virginia.

11. **Licensee Expenses.** All materials and services related to the mowing, baling, and removal of the hay shall be supplied by the Licensee.
12. **Assumption of Risk.** The Licensee acknowledges and agrees that the activities authorized under this License are conducted entirely at their own risk. The Airport has no obligation to inspect the Premises for potential hazards. The Airport is not aware of any potential hazards. The Airport does not warrant the safety, suitability, or condition of the Premises for the intended activities.
13. **Hold Harmless and Indemnification.** The Licensee agrees to defend, indemnify, and hold harmless the Airport, its officers, directors, agents, employees, and affiliates from and against any and all claims, demands, actions, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorney's fees) arising out of or related to the Licensee's use of the Premises;

the Licensee's mowing, baling, or removal of hay; and any injuries or damages to persons or property caused directly or indirectly by the Licensee's activities or omissions.

14. **No Compensation or Warranty.** The Licensee acknowledges that they are providing services voluntarily and without compensation. The Airport makes no warranty, express or implied, regarding the condition of the Premises or suitability for the Licensee's intended use.
15. **Insurance.** Licensee shall, at its own cost, during the term of this License take out and maintain without interruption comprehensive general liability insurance naming the Airport and the City of Franklin, Virginia as additional insured, affording coverage for bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00). Upon execution of this License, Licensee shall provide the Airport with a copy of the insurance policies required herein or a certificate endorsed by the insurance company providing coverage, including and endorsement naming Airport and the City of Franklin, Virginia as additional insured. Further, Licensee agrees to maintain Workers' Compensation coverage in accordance with limits of \$500,000.00 for each accident. Licensee shall maintain Business Automobile Liability at not less than \$1,000,000.00 per occurrence. Coverage shall include liability for owned, non-owned and hired automobiles.
16. **Miscellaneous.**
 - a. This License constitutes the entire understanding between the parties and supersedes all prior discussions or Licenses regarding the subject matter.
 - b. If any provision of this License is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.
 - c. This License shall be governed by the laws of the Commonwealth of Virginia without regard to its choice of law provisions, and the federal law of the United States of America.
17. **Modification and Assignment.** This License shall not be modified or amended unless by written License executed by the parties. Licensee shall not assign, mortgage, pledge, encumber, or otherwise transfer its interest in the License, or allow the property to be used or occupied by others, except persons employed by Licensee.
18. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, upon the first business day following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to Airport

Franklin Municipal Airport
32470 John Beverly Rose Drive,

Franklin, Virginia 23851
Attention: [NAME AND TITLE]
with a copy to

Heather Lockerman, Esq.
Sands Anderson, P.C.
P.O. Box 1998
Richmond, VA 23218-1998

If to Licensee:

[LICENSEE NAME]
[LICENSEE ADDRESS]
[CITY, STATE, ZIP CODE]
Attention: [NAME AND TITLE]

19. **Counterparts.** This License may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.
20. **Independent Contractor.** The Licensee is an independent contractor for all purposes, including worker's compensation, and not an employee or agent of the Airport. The Airport agrees that the undersigned Licensee shall have the sole control of the method, hours worked, time and manner of any normal operations necessary to grow an agricultural crop to be performed hereunder and takes no responsibility for supervision or direction of the performance of any of the operations to be performed by the undersigned Licensee or of the Licensee's employees except for the limited right of the Airport to cease operations for violation of this License. The Airport further agrees it will exercise no control over the selection and dismissal of the Licensee's employees.
21. **No Partnership Created.** This License shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent. Neither party shall be liable for debts or obligations incurred by the other without written consent.
22. **Transfer of Interest.** The Licensee agrees not to lease or sublet any part of the Premises nor assign this License to any other person, nor sublease any or all of the property described herein without prior written permission of the Airport.
23. **Amendments.** The conduct, representation, or statement of either party, by act or omission, shall not be construed as a material alteration of this License until such provision is reduced to writing and executed by both parties as an addendum to this License.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date first above written.

Franklin Municipal Airport

Name: _____
Title: _____
Date: _____

[Name of Licensee]

Name: _____
Title: _____
Date: _____

VIRGINIA MUNICIPAL ELECTRIC ASSOCIATION

- Members: One (1) member appointed by City Council.
- Type: Non-profit, non-stock corporation created by member jurisdictions.
- Meets: Monthly, 2nd Thursday, Jefferson Hotel, Richmond, 10:00 a.m.
- Term: 1 year – non limit on reappointments.
- Duties: Represent the seven (7) municipalities that buy power from Virginia Power in contract negotiations. Monitor rates and discuss pending legislation, SEPA power allocations and load management programs.

Mr. Wendell Adkison
Interim Director of Power & Light
1050 Pretlow Street
Franklin, VA 23851
757-562-8568