



AGENDA
FRANKLIN COUNTY BOARD OF SUPERVISORS
TUESDAY APRIL 21, 2020

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

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

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

Citizens wishing to submit public comment are required to alert Madeline L. Sefcik, Clerk to the Board via email at madeline.sefcik@franklincountyva.gov or at (540) 483-3030 before 12:00 PM on April 21, 2020.

- 1:30 Call to Order, Chairman Mitchell
- 1:31 Invocation, Supervisor Mike Carter
- 1:32 Pledge of Allegiance, Chairman Leland Mitchell
- 1:33 Public Comment
- 1:40 **CONSENT AGENDA (REQUIRES ACTION)**
 - Approval of Accounts Payable Listing, Appropriations, and approval March 17, 2020 and April 10, 2020 Meeting Minutes
 - 1. Authorization to utilize portion of County Recreation Park along Sontag Road for monopole tower as part of Phase One Broadband Deployment Project **(Attachment #1)**
 - 2. Approval of contract with Host Compliance for Short Term Rentals monitoring and compliance services **(Attachment #2)**
 - 3. Jamison Agricultural Lease **(Attachment #3)**
 - 4. Virginia Commission for the Arts Local Challenge Tourism Grant **(Attachment #4)**
 - 5. Virginia Tourism Corporation Grant Website Marketing Grant **(Attachment #5)**
 - 6. Census Outreach Grant **(Attachment #6)**
- 1:50 Todd Daniel, Resident Engineer – VDOT (via teleconference)
REF: 1. Monthly Report **(Attachment #7)**
2. Burnt Chimney/Routes 122 and 116 Project Right-of-Way Abandonment **(Attachment #8)**
3. Review Secondary Six Year Plan **(Attachment #9)**
- 2:05 Brian Carter, Director of Finance
REF: 1. Monthly Finance Report
- 2:15 Steven Sandy, Director of Planning and Community Development
REF: 1. Short Term Rental Registry and Fine Amendments **(Attachment #10)**
2. Possible Additional Zoning Amendments **(Attachment #11)**

2:35 Don Smith, Director of Public Works
Larry Bertolet, LaBella Engineering (via teleconference)
REF: 1. Landfill Cap & Closure Bid Award (**Attachment #12**)

2:50 Christopher Whitlow, County Administrator
REF: 1. Modified FY 2020-2021 County Proposed Budget
2. Upcoming Events
3. Other Matters

3:30 Other Matters by Supervisors

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

Adjournment Thereafter



Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> <i>Broadband Tower Site</i>	<u>AGENDA DATE:</u> April 21, 2020
<u>SUBJECT/PROPOSAL/REQUEST</u> <i>Approval of broadband tower location at Franklin County Recreation Park on Sontag Road</i>	<u>BOARD ACTION:</u> Yes <u>INFORMATION:</u> Yes <u>ATTACHMENTS:</u> Yes
<u>STRATEGIC PLAN FOCUS AREA:</u> <input checked="" type="checkbox"/> <i>Economic Development</i> <input type="checkbox"/> <i>Financial Stability</i> <input checked="" type="checkbox"/> <i>Infrastructure</i> <input checked="" type="checkbox"/> <i>Lifelong Learning</i> <input type="checkbox"/> <i>Managed Growth</i> <input type="checkbox"/> <i>Public Safety</i> <input type="checkbox"/> <i>Operational Effectiveness</i>	<u>CONSENT AGENDA:</u> Yes <u>ATTACHMENTS:</u> Yes <u>STAFF CONTACT(S):</u> <i>Sandy, Chapman</i>
<u>REVIEWED BY:</u> Christopher Whitlow, County Administrator 	

BACKGROUND:

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

DISCUSSION:

As part of the due diligence process, the County and its partners are evaluating sites and initiating the necessary reviews and permitting. A potential location for the proposed Sontag area site has been identified at the Franklin County Recreation Park. This site provides an ideal location for a tower that is close to an existing fiber line, electricity, and has access to Sontag Road. See attached sketch.

Parks and Recreation staff has reviewed the site and finds it acceptable for the proposed 150-foot tall monopole structure. It was determined that the proposed location would not have a negative effect on the park operations. In addition, this pole is being constructed and built to accommodate broadband and potential cellular telephone service. This could provide a revenue source for the County and provide improved cellular service to visitors of the park. The proposed tower will be designed to have a fall zone of fifty-nine (59) feet.

RECOMMENDATION:

Staff respectfully requests that the Board of Supervisors approve a monopole structure to be built on the Franklin County Recreation Park Site on Sontag Road and authorize the County Administrator and County Attorney to sign the necessary documents to begin due diligence work, engineering and permitting for the development of this site.

Proposed Sontag Tower Site



150' Monopole

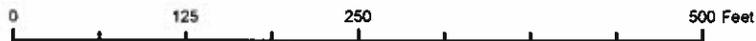
MBC Tie-Point

Proposed Underground Fiber Run

Franklin County Recreation Park

150 Ft Monopole Site

2150 Sontag Rd



The data layers provided herein were compiled from various sources within a geographic information system (GIS) for the primary use of Franklin County. The data provided herein are believed to be accurate but are provided for reference purposes only. These GIS data are in no way meant as a replacement for a legal survey, legal description, or standard due diligence. No guarantee, expressed or implied, is made regarding their accuracy, currency, adequacy, usefulness, or reliability. These data are provided "as is" and neither Franklin County nor its employees shall be held responsible for their inappropriate use.

Date: 4/9/2020



Franklin County
A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> <i>Approval of Agreement for Third-Party Short-Term Rental Monitoring</i></p>	<p><u>AGENDA DATE:</u> April 21, 2020</p>
<p><u>SUBJECT/PROPOSAL/REQUEST</u> <i>Approval of annual agreement with Host Compliance to provide short-term rental monitoring and compliance services</i></p>	<p><u>ACTION:</u> Yes</p>
<p><u>STRATEGIC PLAN FOCUS AREA:</u></p> <p><input checked="" type="checkbox"/> <i>Economic Development</i> <input type="checkbox"/> <i>Financial Stability</i></p> <p><input type="checkbox"/> <i>Infrastructure</i> <input type="checkbox"/> <i>Lifelong Learning</i></p> <p><input checked="" type="checkbox"/> <i>Managed Growth</i> <input checked="" type="checkbox"/> <i>Public Safety</i></p> <p><input type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><u>INFORMATION:</u></p> <p><u>ATTACHMENTS:</u> Yes</p> <p><u>CONSENT AGENDA:</u> Yes</p> <p><u>STAFF CONTACT(S):</u> <i>Sandy, Carter</i></p> <p><u>REVIEWED BY:</u> <i>Chris Whitlow, County Administrator</i></p>

BACKGROUND:

On February 17, 2020, the Planning Commission and Board of Supervisors held a joint work session to discuss issues related to short-term rentals. Concerns that were raised included safety, enforcement, compliance, taxation, and zoning regulations.

During the Planning Commission’s regular scheduled meeting on March 10, 2020, the Planning Commission discussed the following items that are included in a memorandum dated February 28, 2020.

- Developing a short-term rental registry with annual application fee.
- Methods to improve safety in structures currently used as short-term rentals.
- Acquiring services of a 3rd party vendor to monitor and track short term rentals.
- Increased fines for non-compliance
- Uniform regulations for short term rentals in the zoned and non-zoned areas.
- Lobbying the Virginia General Assembly to allow Franklin County to access an additional 2% transient occupancy tax.

The Planning staff discussed each one of these items. The Planning Commission agreed with moving forward on each proposed item, however, the Planning Commission would like agreement from the Board of Supervisors prior to beginning to implement these items.

On March 17, 2020, the Board of Supervisors also discussed these items and agreed to move forward with each of the items recommended by the staff and Planning Commission.

DISCUSSION:

Staff has discussed using the third-party services of Host Compliance to assist the County with registration, monitoring, compliance and enforcement activities related to short-term rentals. This

company provides an online cloud-based application to allow users to register and submit applications online and pay fees online. In addition, these services provide constant monitoring of online rentals sites to determine how many rentals are occurring in the County. If a location is identified that is not registered the system can send notification to the property owner of the need for County approval. The system can also monitor rental activities to provide an auditing function to make sure the County is receiving appropriate transient occupancy taxes based on the number of rentals and prices being charged.

Finally, the system provides a 24/7 hotline for enforcement activities. The system provides a hotline for citizen to register/log complaints as well as provide supporting documentation like pictures and video.

This system is used in approximately ten (10) Virginia localities currently including the cities of Virginia Beach and Lynchburg as well as the County of Rockingham. The agreement has been procured under a cooperative procurement clause within the City of Lynchburg request for proposals.

There are no requirements of County IT resources for this application. The annual fee includes all hosting, reporting, set up, training that is necessary to use the system.

The annual fee for all the services is based on the number of short-term rentals in us in the County. Currently, the annual estimated fee is \$26,764 based on an estimate of 250 short-term rentals. The funding for this is expected to be generated from a \$200 annual registration fee for each short-term rental in the County. This fee will also cover the expense of an annual short-term rental inspection by a member of the Building Department and/or Fire Marshal. It is requested that the Board provide the initial funding for the services from reserve funds until the registration fees are generated to replenish the funds.

The agreement has been reviewed by the County Attorney's Office, Finance, Planning, IT and the Commissioner of the Revenue.

RECOMMENDATION:

Staff respectfully requests that the Board of Supervisors approve the annual agreement for short term rental registration, compliance, and monitoring utilizing the cooperative procurement language from the City of Lynchburg RFP process. Also, staff requests that the Board of Supervisors authorize funding for the agreement in the amount not to exceed \$26,764 to come from reserve funds until annual registration fees can be collected. Once fees are collected, they will be placed into line item 8102-53005 for future payments of annual fees for service. Board of Supervisors authorizes County Administrator and County Attorney to sign necessary documents to execute this annual agreement.



HOST COMPLIANCE, LLC
Short-term Rental Compliance Monitoring and Associated Services
HCSA - 5-5-2016 - W; last revised 12.23.19

Host Compliance Services Agreement

THIS SERVICES AGREEMENT (the "**Agreement**") is entered into as of the later date of the signatures below (the "**Effective Date**"), between Host Compliance LLC, ("**Host Compliance**") and County of Franklin, with an address at 1255 Franklin Street Rocky Mount, VA 24151 (the "**Customer**"). This Agreement sets forth the terms and conditions under which Host Compliance agrees to license to Customer certain hosted software and provide all other services necessary for Customer's productive use of such software (the "**Services**") as further described in the attached Schedule A.

1.0 Services.

- 1.1 Subscriptions.** Subject to and conditioned on Customer's payments pursuant to Section 4.0 of this Agreement, Host Compliance hereby grants Customer a non-exclusive, non-transferable right to access and use the Services during the term of this Agreement, in accordance with the terms and conditions of this Agreement. Unless otherwise provided in the attached Schedule A, (a) Services are purchased as subscriptions, (b) additional service subscriptions may be added during a subscription term, with the pricing for such additional services, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscription.
- 1.2 Provision of Services.** Customer and Customer's end-users ("**End Users**") may access and use the Services and any other Services that may be ordered by the Customer from time to time pursuant to a valid subscription in accordance with the terms of this Agreement.
- 1.3 Facilities and Data Processing.** Host Compliance will use, at a minimum, industry standard technical and organizational security measures to store data provided by Customer, or obtained by Customer through the use of the Services ("**Customer Data**"). These measures are designed to protect the integrity of Customer Data and guard against unauthorized or unlawful access.
- 1.4 Modifications to the Services.** Host Compliance may update the Services from time to time. If Host Compliance updates the Services in a manner that materially improves functionality, Host Compliance will inform the Customer.

2.0 Customer Obligations.

- 2.1 Customer Administration of the Services.** Host Compliance' responsibilities do not extend to internal management or administration of the Services. Customer is responsible for: (i) maintaining the confidentiality of Customer passwords and accounts; (ii) managing Customer access to Host Compliance system administrator accounts; and (iii) ensuring that such administrators' use of the Services complies with this Agreement.



- 2.2 Compliance.** Customer is responsible for use of the Services, including use of the Services by End Users and will comply with laws, regulations, and such provisions of this Agreement that are applicable to Customer's use of the Services.
- 2.3 Unauthorized Use & Access.** Customer will prevent unauthorized use of the Services and terminate any unauthorized use of or access to the Services. Customer will promptly notify Host Compliance of any unauthorized use of or access to the Services.
- 2.4 Restricted Uses.** Customer will not and will ensure that its End Users do not: (i) sell, resell, or lease the Services; (ii) reverse engineer or attempt to reverse engineer the Services, nor assist anyone else to do so; or (iii) use the Services in any way that infringes, misappropriates or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- 2.5 Third Party Requests.**
- 2.5.1** "Third Party Request" means a request from a third party for records relating to Customer's or an End User's use of the Services including information regarding an End User. Third Party Requests may include valid search warrants, court orders, or subpoenas, or any other request for which there is written consent from End Users permitting a disclosure.
 - 2.5.2** Customer is responsible for responding to Third Party Requests via its own access to information policies. Customer will seek to obtain information required to respond to Third Party Requests and will contact Host Compliance only if it cannot obtain such information despite diligent efforts.
 - 2.5.3** If Host Compliance receives a Third Party Request, Host Compliance will make reasonable efforts, to the extent allowed by law and by the terms of the Third Party Request, to: (A) promptly notify Customer of Host Compliance's receipt of a Third Party Request; (B) comply with Customer's reasonable requests regarding efforts to oppose a Third Party Request; and (C) provide Customer with information or tools required for Customer to respond to the Third Party Request (if Customer is otherwise unable to obtain the information). If Customer fails to promptly respond to any Third Party Request, then Host Compliance may, but will not be obligated to do so.
 - 2.5.4** If Customer receives a Third Party Request for access to the Services, or descriptions, drawings, images or videos of the Services' user interface, Customer will make reasonable efforts, to the extent allowed by law and by the terms of the Third Party Request, to: (A) promptly notify Host Compliance of Customer's receipt of such Third Party Request; (B) comply with Host Compliance's reasonable requests regarding efforts to oppose a Third Party Request; and (C) provide Host Compliance with information required for Host Compliance to respond to the Third Party Request. If Host Compliance fails to promptly respond to any Third Party Request, then Customer may, but will not be obligated to do so.

3.0 Intellectual Property Rights; Confidentiality



3.1 Reservation of Rights. Except as expressly set forth herein, this Agreement does not grant (i) Host Compliance any intellectual Property Rights (as defined below) in the Customer Data or (ii) Customer any Intellectual Property Rights in the Services, any other products or offerings of Host Compliance, Host Compliance trademarks and brand features, or any improvements, modifications or derivative works of any of the foregoing. Notwithstanding the foregoing, while Customer Data and Services may include some Publicly Available Data (as defined as below), neither Customer nor Host Compliance make any proprietary claim to Publicly Available Data. **"Intellectual Property Rights"** means current and future worldwide rights under patents, copyright, trade secret, trademark, moral rights and other similar rights. **"Publicly Available Data"** means data, material, and information collected from publicly available sources in the performance of this Agreement, but specifically excluding Services.

3.2 Suggestions. Host Compliance may, at its discretion and for any purpose, use, modify, and incorporate into its products and services, and license and sub-license, any feedback, comments, or suggestions Customer or End Users send Host Compliance or post in Host Compliance' online forums without any obligation to Customer.

3.3 Confidential Information. Customer understands and agrees that it will not reveal, publish or otherwise disclose to any person, firm or corporation, without written authorization of Host Compliance, or except as required by law, any Confidential Information of Host Compliance, including without limitation any trade secrets, confidential knowledge, data or other proprietary information relating to the Services. "Confidential Information" means all information, written or oral, relating to the business, operations, services, facilities, processes, methodology, technologies, intellectual property, research and development, customers, strategy or other confidential or proprietary materials of Host Compliance.

3.4 Consent to use Customer Data and Marks. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data to Host Compliance: (i) to perform the Services; (ii) to enforce this Agreement and exercise Host Compliance rights hereunder; and (iii) to use for any lawful purpose. Customer hereby grants to Host Compliance a license to use, reproduce and display Customer's name and logos in connection with: (i) Host Compliance performance of its obligations hereunder; (ii) include Customer's name and logos in its lists of Host Compliance current or former customers, and (ii) with Customer's prior consent, for promotional and marketing purposes such as developing promotional press releases, case studies, and reports.

3.5 Validated Data. In the course of providing the Services, Host Compliance performs significant work validating and confirming various data sets including, without limitation, postal addresses, property owner information, and listing de-duplication ("**Validated Data**"). Validated Data may include data otherwise classified as Customer Data, Services, or Publicly Available Data. Notwithstanding any provision to the contrary in this Agreement, Customer is prohibited from disclosing Validated Data to a competitor of Host Compliance during the term of this Agreement and for a period of one (1) year thereafter.



4.0 Fees & Payment.

4.1 Fees.

- 4.1.1 Customer will pay Host Compliance for all applicable fees upfront annually, as set forth in Schedule A.
- 4.1.2 Customer will pay any amounts related to the Services as per payment terms detailed on the applicable invoice. Customer will not withhold payment on any invoices for any reason, including a Customer's decision to delay implementation of the Services. Unless otherwise indicated, all dollar amounts referred to in the Agreement are in U.S. funds.

4.2 Taxes. Customer is responsible for all taxes. Host Compliance will charge tax when required to do so. If Customer is required by law to withhold any taxes, Customer must provide Host Compliance with an official tax receipt or other appropriate documentation.

4.3 Purchase Orders. If Customer requires the use of a purchase order or purchase order number, Customer (i) must provide the purchase number at the time of purchase and (ii) agrees that any terms and conditions on a Customer purchase order will not apply to this Agreement or the Services provided hereunder and are null and void.

5.0 Term & Termination.

5.1 Term. The initial term of this Agreement shall be one year commencing on the Effective Date, which shall automatically renew for a further period of one year upon each expiry of the then current term, unless either party provides written notice to the other party of its intention not to renew at least 45 days prior to the end of the then current term. That said, the time period until the earlier of (a) the 6-month anniversary of the Effective Date, or (b) the start date of Customer's systematic or mass outreach activities utilizing the data obtained through the Services (traditional mail, electronic mail, and/or telephone campaigns), or (c) termination by Host Compliance in our sole discretion, shall be considered a trial period ("Trial Period").

5.2 Termination for Convenience. If, for any reason during the Trial Period, Customer is dissatisfied with the Services, Customer may terminate the Subscription and all funds paid under this Agreement will be refunded and future commitments waived.

5.3 Effects of Termination for Convenience. If this Agreement is terminated by Customer in accordance with Section 5.2 (Termination for Convenience): (i) the rights granted by Host Compliance to Customer will cease immediately and Customer will no longer have the right to utilize the data obtained through the use of the Services for outreach (including traditional mail, electronic mail, and/or telephone); and (ii) after a reasonable period of time, Host Compliance may delete any Customer Data relating to Customer's account. The following sections will survive expiration or termination of this Agreement: 2.5 (Third Party Requests), 3.0 (Intellectual Property Rights; Confidentiality), 4.0 (Fees & Payments), 5.2 (Termination for Convenience), 5.3 (Effects of Termination for Convenience), 6.0 (Indemnification), 7.0 (Exclusion of Warranties; Limitation of Liability), and 8.0 (Miscellaneous).



HOST COMPLIANCE, LLC

Short-term Rental Compliance Monitoring and Associated Services
HCSA - 5-5-2016 - W; last revised 12.23.19

- 5.4 Termination for Breach:** Following the Trial Period, a party may terminate this Agreement for cause upon 45 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period. In addition, Host Compliance may terminate this Agreement, effective on written notice to Customer, if Customer fails to pay any amount when due hereunder, and such failure continues more than 10 days after Host Compliance's delivery of written notice hereof.
- 5.5 Refund or Payment upon Termination for Breach.** If this Agreement is terminated by Customer in accordance with Section 5.4 (Termination for Breach), Host Compliance will refund Customer any prepaid fees covering the remainder of the term of all Subscriptions after the effective date of termination. If this Agreement is terminated by Host Compliance in accordance with Section 5.4 (Termination for Breach), Customer will pay any unpaid fees covering the remainder of the term of the Agreement. In no event will Customer's termination after the first 6 months relieve Customer of its obligation to pay any fees payable to Host Compliance for the period prior to the effective date of termination.
- 5.6 Effects of Termination for Breach.** If this Agreement is terminated in accordance with Section 5.4 (Termination for Breach): (i) the rights granted by Host Compliance to Customer will cease immediately (except as set forth in this section); (ii) Host Compliance may provide Customer access to its account at then-current fees so the Customer may export its Customer Data; and (iii) after a reasonable period of time, Host Compliance may delete any Customer Data relating to Customer's account. The following sections will survive expiration or termination of this Agreement: 2.5 (Third Party Requests), 3.0 (Intellectual Property Rights; Confidentiality), 4.0 (Fees & Payments), 5.5 (Refund or Payment upon Termination for Breach), 5.6 (Effects of Termination for Breach), 6.0 (Indemnification), 7.0 (Exclusion of Warranties; Limitation of Liability), and 8.0 (Miscellaneous).

6.0 Indemnification.

- 6.1 By Host Compliance.** Host Compliance will indemnify, defend and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorney's fees) arising out of any claim by a third party against Customer to the extent based on an allegations that Host Compliance' technology used to provide the Services to the Customer infringes or misappropriates any copyright, trade secret, patent or trademark right of the third party. In no event will Host Compliance have any obligations or liability under this section arising from: (i) use of any Services in a modified form or in combination with materials not furnished by Host Compliance and (ii) any content, information, or data provided by Customers, End Users, or other third parties.
- 6.2 By Customer.** Customer will indemnify, defend, and hold harmless Host Compliance from and against all liabilities, damages, and costs (including settlement costs and reasonable attorney's fees) arising out of any claim by a third party against Host Compliance regarding: (i) Customer Data; (ii) Customer's use of the Services in violation of this Agreement; or (iii) End Users' use of the Services in violation of this Agreement.



6.3 Possible Infringement. If Host Compliance believes the Services infringe or may be alleged to infringe a third party's Intellectual Property Rights, then Host Compliance may (i) obtain the right for Customer, at Host Compliance' expense, to continue using the Services; (ii) provide a non-infringing functionally equivalent replacement for the Services; or (iii) modify the Services so that they no longer infringe. If Host Compliance does not believe the options described in this section are reasonable then Host Compliance may suspend or terminate this Agreement and/or Customer's use of the affected Services with no further liability or obligation to the Customer other than the obligation to provide the Customer with a pro-rata refund of pre-paid fees for the affected portion of the Services.

6.4 General. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (i) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed and (ii) the other party may join in the defense with its own counsel at its own expense. The indemnities above are Host Compliance' and Customer's only remedy under this Agreement for violation by the other party of a third party's Intellectual Property Rights.

7.0 EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY.

7.1 EXCLUSION OF WARRANTIES. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, HOST COMPLIANCE MAKES NO OTHER REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE SERVICES. HOST COMPLIANCE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO CLIENT WITH RESPECT TO ANY THIRD PARTY SOFTWARE FORMING PART OF THE SERVICES

7.2 LIMITATION ON INDIRECT LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR HOST COMPLIANCE AND CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER CUSTOMER NOR HOST COMPLIANCE AND ITS AFFILIATES, SUPPLIERS, AND DISTRIBUTORS WILL BE LIABLE UNDER THIS AGREEMENT FOR (I) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR (II) LOSS OF USE, DATA, BUSINESS, REVENUE, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7.3 LIMITATION ON AMOUNT OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, HOST COMPLIANCE' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO HOST COMPLIANCE HEREUNDER DURING THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.



8.0 Miscellaneous.

- 8.1 Terms Modification.** Host Compliance may wish to revise this Agreement from time to time. If a revision, in Host Compliance' sole discretion, is material, Host Compliance will notify Customer and possibly request that an Amendment to this Agreement be agreed upon and signed. If Customer does not agree to the revised Agreement terms, Customer may terminate the Services within 30 days of receiving notice of the change.
- 8.2 Entire Agreement.** The Agreement including the invoice and order form provided by Host Compliance, constitutes the entire agreement between Customer and Host Compliance with respect to the subject matter of this Agreement and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: this Agreement, then the invoice, then the order form.
- 8.3 Governing Law.** This Agreement will in all respects be governed exclusively by and construed in accordance with the laws of the Commonwealth of Virginia. Any legal action that may be initiated with respect to this Agreement shall be brought in the Circuit Court of Franklin County, Virginia or the United States District Court for the Western District of Virginia, Roanoke, Virginia, to the express exclusion of all other courts.
- 8.4 Severability.** Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and the remaining provisions of the Agreement will remain in full effect.
- 8.5 Waiver or Delay.** Any express waiver or failure to exercise promptly any right under the Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 8.6 Force Majeure.** Except for payment obligations, neither Host Compliance nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action and Internet disturbance).
- 8.7 Procurement Piggybacking.** Host Compliance agrees to reasonably participate in any "piggybacking" programs pertinent to local government, and Customer agrees to reasonably allow any local government to "piggyback" off of Customer's efforts leading to this Agreement.
- 8.8 Independent Contractor.** It is specifically understood and agreed that in the making and performance of this Agreement, Host Compliance is an independent contractor and is not and shall not be construed to be an employee of Customer.



HOST COMPLIANCE, LLC
Short-term Rental Compliance Monitoring and Associated Services
HCSA - 5-5-2016 - W; last revised 12.23.19

IN WITNESS WHEREOF Host Compliance and the Customer have executed this Agreement as of the Effective Date.

County of Franklin by its authorized signatory: <hr/> Name: Title: Date: Billing Contact: Billing Email: Billing Direct Phone:	Host Compliance LLC by its authorized signatory:  <hr/> Name: Mark Hynes Title: Chief Executive Officer Date: 4/1/2020 Account Executive: Bruce McCaskill Account Executive Email: Bruce.mccaskill@hostcompliance.com Account Executive Phone: 415-707-0568
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Approved as to Form:

Jim H. Guynn, Jr., County Attorney



Schedule A

Scope of Services:

Mobile Enabled Web Based Registration and Tax Assessment Collection Forms

The development and hosting of an electronic web-based short-term rental registration and assessment collection forms¹. The capabilities of the forms include:

- 24/7 availability
- Mobile adaptive design
- The ability to validate inputs whenever possible as to minimize data-entry errors
- Electronic signature capabilities
- Electronic credit and debit card payment capabilities through our payment processing partner Stripe, Inc.
- Ability to collect supporting documents (if required)
- SSL encryption
- Data available through app.hostcompliance.com
- Data downloadable into csv format via app.hostcompliance.com

Address Identification

Monthly email-delivered report and live web-delivered dashboard with complete address information and screenshots of all identifiable STRs in County of Franklin's jurisdiction:

- Up-to-date list of jurisdiction's active STR listings
- High resolution screenshots of all active listings (captured weekly)
- Full address and contact information for all identifiable STRs in jurisdiction
- All available listing and contact information for non-identifiable STRs in jurisdiction

Compliance Monitoring

Ongoing monitoring of the short-term rentals operating in County of Franklin's jurisdiction for zoning and permit compliance coupled with systematic outreach to non-compliant short-term rental property owners (using County of Franklin's form letters)

¹ When a payment is collected, the variable customary card and ACH processing fees charged by Stripe, Inc. are passed onto paying constituents as a convenience fee in our standard configuration, nor does the system process payments of < \$0.50. Please note that when ACH transactions fail, the constituent will be charged a \$4 fee, and when refunding a payment, the associated fees are not returned.



- Ongoing monitoring of STRs for zoning and permit compliance
- Pro-active and systematic outreach to unpermitted and/or illegal short-term rental operators (using jurisdiction's form letters)
- Monthly staff report on jurisdiction's zoning and permit compliance:
- Up-to-date list of STRs operating illegally or without the proper permits
- Full case history for non-compliant listings

Rental Activity Monitoring and Tax Audit Support

Ongoing monitoring of jurisdiction's short-term rental properties for signs of rental activity:

- Automatic monitoring of review activity across 40+ STR websites
- Weekly screenshots of reviews and calendars for each active listing
- Quarterly staff report on jurisdiction's STR tax compliance
- Up-to-date list of short-term rental landlords suspected of under-reporting taxes
- Documentation of information that serves as the foundation for the suspicion of tax under-reporting
- Custom reports and analysis to support tax audits and other STR related investigations
- Quarterly pro-active, systematic and data-informed outreach (physical letters) to short-term rental operators regarding their tax remittance obligations (using jurisdiction's form letters)
 - Up to 4 letters each property per year (full color)
 - Letters are 2 pages each (2nd page is dedicated to full length screenshot of listing) to improve results for effective compliance
- Functionality to streamline audits of most egregious violators
- Online submission of platform activity reports

24/7 Short-term Rental Hotline

24/7 staffed telephone and online hotline for neighbors to report non-emergency problems related to STR properties:

- Incidents can be reported by phone or online
- Full documentation of all reported incidents
- Digital recordings and written transcripts of all calls
- Ability for neighbors to include photos, video footage and sound recordings to document complaints
- Real-time outreach to owners of problem properties (whenever owner's contact info is known)
- Weekly staff reports containing:
 - The # and types of reported incidents
 - List of properties for which incidents have been reported
- Custom reports and analysis of hotline related activities



HOST COMPLIANCE, LLC
Short-term Rental Compliance Monitoring and Associated Services
HCSA - 5-5-2016 - W; last revised 12.23.19

Total Annual Subscription Service Price

\$26,764

Note: Above pricing assumes 250 short-term rental listings in County of Franklin's jurisdiction.



Franklin County
A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Jamison Agricultural Lease at Summit View Business Park</p>	<p><u>AGENDA DATE:</u> April 21, 2020</p>
<p><u>SUBJECT/PROPOSAL/REQUEST:</u> Request approval of agricultural lease agreement with Seth Jamison for portion of SVBP</p>	<p><u>BOARD ACTION:</u> Yes <u>INFORMATION:</u> No <u>ATTACHMENTS:</u> No</p>
<p><u>STRATEGIC PLAN FOCUS AREA:</u></p> <p><input checked="" type="checkbox"/> <i>Economic Development</i> <input type="checkbox"/> <i>Financial Stability</i> <input type="checkbox"/> <i>Infrastructure</i> <input type="checkbox"/> <i>Lifelong Learning</i> <input type="checkbox"/> <i>Managed Growth</i> <input type="checkbox"/> <i>Public Safety</i> <input checked="" type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><u>CONSENT AGENDA:</u> Yes <u>ATTACHMENTS:</u> No</p> <p><u>STAFF CONTACT(S):</u> Burnette</p> <p><u>REVIEWED BY:</u> Christopher L. Whitlow, County Administrator </p>

BACKGROUND:

When purchasing the Fike Farm in 2016 as a part of the future Summit View Business Park, the County agreed to a five-year first right of refusal for farming portions of the property as part of the contract. Mr. Seth Jamison was specifically given this right per the agreement and wishes of Mr. Hershel Fike. More specifically, the agreement stipulated that only the acreage that the County decided to allow be farmed annually would be part of the first right of refusal. Mr. Jamison has farmed portions of the property since the property closing. Because this five-year term was part of the original purchase agreement, the normal public hearing process for leases is not required.

DISCUSSION:

Mr. Jamison has farmed portions of the former Fike property since 2016 and has done an excellent job. In addition to providing a small amount of revenue to the County, this arrangement is extremely beneficial in keeping much of the Summit View Business Park in an attractive state that does not require County effort or expense. Each year, staff projects what portions of the park will be needed or developed in the coming year and makes the remainder available for farming. Because economic development cannot always be predicted, the annual contract allows the County to remove property from the lease agreement if needed. The attached proposed 2020 agricultural lease agreement between the County and Mr. Jamison allows for the farming of approximately thirty-four (34) acres at SVBP. Approximately thirteen (13) acres of this amount can be removed at any time by the County without penalty if needed. This area is so designated as it could potentially be impacted/used if construction of the D3 road segment begins prior to the end of the agricultural season. The proposed continuance of the \$45 per acre price is in line, and even slightly higher, than rates received from recent

bidding for agricultural leases at the County parks. Beginning in July 2021, the County will be required to let this lease out for public bidding.

Staff feels that Mr. Jamison has been an excellent partner and steward of the County's land at the Summit View Business Park and recommends the proposed contract be approved for 2020.

RECOMMENDATION:

Staff respectfully recommends Board approval of the proposed 2020 agricultural lease with Mr. Seth Jamison.

**FRANKLIN COUNTY, VIRGINIA
LEASE OF FARM LAND AND BUILDINGS**

THIS LEASE OF FARM LAND AND BUILDINGS ("Lease") is entered into this _____ day of _____, 2020, between the County of Franklin, Virginia, ("Landlord"), of 1255 Franklin Street, Rocky Mount, VA 24151 and Seth Jamison ("Tenant"), of 491 Back Run Lane, Rocky Mount, VA 24151.

1. The Landlord hereby leases to the Tenant, to use for agricultural purposes, the property consisting of approximately thirty-four (34) acres, identified as fields 1, 2, 4, 5 and 6, as depicted in Exhibit A, located in Franklin County, Commonwealth of Virginia, and commonly known as the former Fike Farm (a portion of the Summit View Business Park) ("Premises").
2. The term of this lease shall be from April 22, 2020 to December 31, 2020 ("Lease Period"). The Tenant agrees to pay to the Landlord as cash rent the amount of \$45 per acre per year on "crop land" for 34 acres, or \$1,530 total for the Lease Period. Such payment will be made as follows: 30% on May 30, 2020 and the remaining 70% minus mowing offsets on December 1, 2020. Exhibit A hereto provides the approximate location and size of the land being leased. Exhibit A is intended solely as a general guide for the location of boundaries between parcels and Landlord makes not representations or warranties as to its accuracy. Tenant shall be solely responsible for determining actual boundary locations and shall be solely responsible for any damage or disturbance to a third party's property. Exhibit B hereto provides a depiction of the buildings being leased.
3. The Tenant shall have all rights relating to the use of the Premises for agricultural purposes except as specified below:
 - a. The Landlord reserves the right throughout the lease period to utilize the residential buildings addressed as 412 and 414 Pleasant Breeze Road along with the residential lots and buildings surrounding them. The farm buildings that will be utilized by Tenant on a non-exclusive basis and identified on Exhibit B are excluded from the Landlord's reservation.
 - b. The Landlord reserves the right to utilize and improve the existing roadways, trails, utility infrastructure, and drives throughout the Premises throughout the Lease Period.
 - c. The Landlord reserves the right for it, its agents, employees, and its assigns to traverse and study the Premises as needed throughout the Lease Period.
 - d. The Landlord reserves the right for itself, its agents, its employees, or its assigns to enter the Premises at any reasonable time for purposes of: (a) consultation with the Tenant; (b) making repairs, improvements, and inspections; (c) developing mineral resources; (d) studying the Premises for future development; (e) showing the Premises to outside officials and businesses; and (f) to access the Premises at will after notice of termination of

- the Lease is given. Landlord shall exercise these rights in a manner to minimize any interference with the Tenant's regular farm operations.
- e. The Landlord does not convey or transfer to the Tenant the right to lease or sublet any part of the land or buildings or to assign the Lease.
4. If the Landlord should sell or otherwise transfer title to the land and/or buildings, it will do so subject to the provisions of this Lease.
 5. The terms of this Lease shall be binding upon the heirs, executors, administrators, and successors of both the Landlord and Tenant in like manner as upon the original parties.
 6. The Landlord warrants that it has the right to lease the land and buildings, and will defend the Tenant's possession against any and all persons whomsoever.
 7. To improve the land, conserve its resources, and maintain it in a high state of cultivation, the two parties agree as follows:
 - a. The Tenant will maintain the land and buildings during his tenancy in as good condition as at the beginning, normal wear and depreciation and damages from causes beyond Tenant's control excepted.
 - b. The Tenant will operate the land in an efficient and husbandlike way.
 - c. The Tenant will not, without written consent of the Landlord, cut live trees for sale or personal use.
 - d. The Landlord reserves the right to prevent the production of any crop or changes to the topography on any or all land where the production of such crop or such topography change would clearly damage the land due to excessive erosion or other causes.
 - e. The Tenant will use fertilization practices which will prevent depletion of the essential plant food elements in the soil.
 8. Landlord will be responsible for upkeep and maintenance of the grounds around the residential areas. Tenant agrees to keep grass around the crop land mowed and tidy at no cost to Landlord. The area on Exhibit A identified as "Pasture" has been identified as unfarmable and will not be charged rental fees but will be maintained, if requested, in a presentable manner by Tenant for a fee to Landlord of \$300.00 per mowing by bush hog. Tenant agrees to perform this mowing upon request by Landlord. These mowing fees will be deducted from the rent due on December 1, 2020. Landlord reserves the right to perform bush hogging of the Pasture at its own cost and will not owe Tenant mowing fees unless performed by Tenant.
 9. Tenant agrees that he or his agent will possess the land and facilities continuously during the Lease Period.

10. Tenant agrees to surrender possession of the land and buildings peaceably at the termination of the Lease.
11. In the event the Premises is sold or needed by Landlord prior to the end of the Lease Period, Landlord will reimburse Tenant a pro-rated portion of the rent payment should any growing crops not be harvested.
12. Should the Landlord sell or require the Premises during the Lease Period, no adjustments or payments will be made by the Landlord to the Tenant for lime and fertilizer costs.
13. It is the intent of the Landlord to allow Tenant the opportunity to harvest, at maturity, any growing crops at the time of a sale or repossession of the Premises by Landlord. The landlord reserves the right to close on a sale/need of the Landlord that prevents the Tenant from harvesting said crops. Should this occur, Landlord agrees to reimburse the Tenant for the value of the crop at full harvest. Unless otherwise agreed, current market rates for crop value will be used as a basis of settlement. Tenant and Landlord agree that, for this growing season, the value of such reimbursement will be \$600 per acre removed from the Lease, if the acre is removed from the Lease prior to harvest. Fields 5 and 6 are exempted from this section and are being farmed at the Tenant's risk and without reimbursement if taken prior to the end of this lease. If so taken, the impacted acreage within Field 5 and/or 6 shall be removed from the rent owned calculation at the rate of \$45 per impacted acre.
14. Tenant shall have non-exclusive use of the barns at no additional charge and agrees to vacate such buildings within one week of receiving such notification in writing from Landlord. Landlord reserves the machinery shed for its own use and does not include it in this lease.
15. A request for general review of the Lease may be requested at least ninety (90) days prior to the final date for terminate this Lease. Amendments and alterations to this lease shall be made in writing.
16. This Lease shall not give rise to a partnership relationship, and neither party shall have the authority to obligate the other without written consent, except as specifically provided in this Lease.
17. Each party agrees that the other party shall in no way be responsible for the debts or liabilities for accidents or damages caused by the other party. Tenant agrees to maintain appropriate liability and loss insurance from an insurance company authorized to do business in the Commonwealth of Virginia. Tenant shall name Franklin County, its elected officials, officers, and employees as additional insureds and deliver to Landlord an endorsement and policy declaration page prior to the beginning of the Lease Period.
18. Willful neglect, failure, or refusal by either party to carry out any substantial provision of this Lease shall give the other party the benefits of any proceedings provided by law.

19. Landlord reserves the right to pay any amounts owed to Tenant for items listed in this agreement either in cash or as a credit against rent owed.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties have signed this lease on the _____ day of _____, 2020.

(Landlord)

(Tenant)

Approved as to form:

County Attorney

Exhibit A

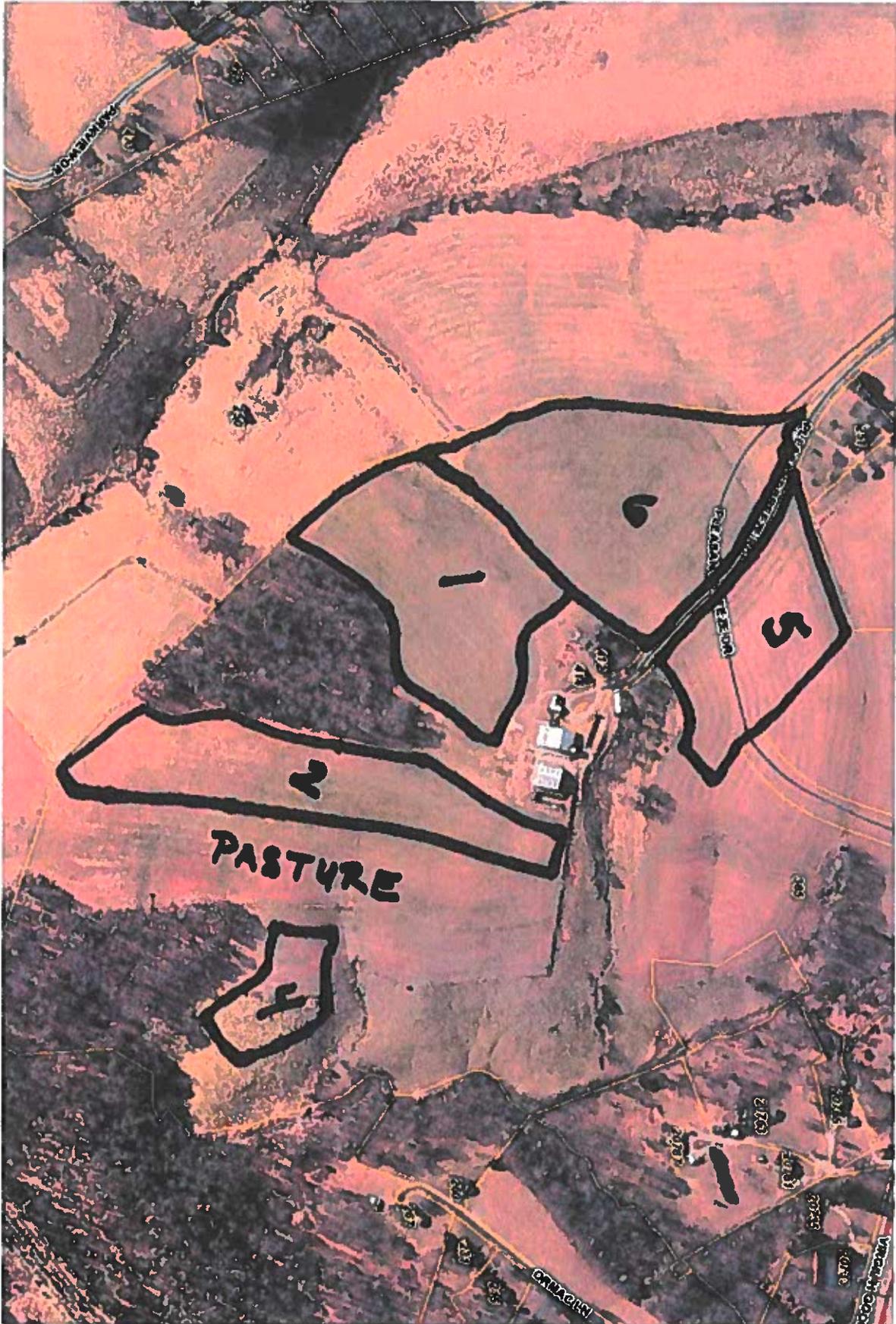


EXHIBIT B





Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Virginia Commission for the Arts Local Challenge Grant</p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u> Request approval of submission of a VCA Local Challenge Grant</p> <p><u>STRATEGIC PLAN FOCUS AREA:</u></p> <p><input checked="" type="checkbox"/> <i>Economic Development</i> <input type="checkbox"/> <i>Financial Stability</i></p> <p><input type="checkbox"/> <i>Infrastructure</i> <input type="checkbox"/> <i>Lifelong Learning</i></p> <p><input type="checkbox"/> <i>Managed Growth</i> <input type="checkbox"/> <i>Public Safety</i></p> <p><input checked="" type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><u>AGENDA DATE:</u> April 21, 2020</p> <p><u>BOARD ACTION:</u> Yes</p> <p><u>INFORMATION:</u> No</p> <p><u>ATTACHMENTS:</u> No</p> <p><u>CONSENT AGENDA:</u> Yes</p> <p><u>ATTACHMENTS:</u> No</p> <p><u>STAFF CONTACT(S):</u> Burnette</p> <p><u>REVIEWED BY:</u> Christopher L. Whitlow, County Administrator </p>
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BACKGROUND:

The Virginia Commission for the Arts annually offers a Local Challenge Grant to communities to disburse to local arts organizations. This grant must be matched at least dollar-for-dollar in County budget contributions to the same organization that receives the VCA grant funds. Since at least 2010, the County has applied for and received a grant for the work done at the Blue Ridge Institute (BRI) in Ferrum, thereby allocating such grant funds to BRI. These funds are used for marketing of the Institute and many of its tourism events, including the Blue Ridge Folklife Festival. The match for these funds comes from the annual County budget contribution and is once again, proposed in the 2020-2021 County budget.

DISCUSSION:

Staff feels that the receipt of the grant has been beneficial to the community in the past and is historically matched by funds already proposed to be set aside within the "Contribution to External Agencies" section of the County's proposed 2020-2021 operational budget. Staff recommends applying for a \$2,500 grant from the Virginia Commission for the Arts, which would be matched by the proposed local contribution of \$2,500 to BRI. Staff also recommends forwarding this grant, if received, and matching funds to the Blue Ridge Institute for marketing and other purposes.

RECOMMENDATION:

Staff respectfully requests approval from the Board to proceed with a VCA grant request in the amount of \$2,500 and, if awarded, to forward the grant funding and local match to the Blue Ridge Institute.



Franklin County
A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Tourism Website Enhancements Request</p>	<p><u>AGENDA DATE:</u> April 21, 2020</p>
<p><u>SUBJECT/PROPOSAL/REQUEST</u> Request approval to solicit proposals for creation of microsite for Tourism marketing of Moonshine Centennial of Prohibition and Virginia.org datashare integration to complete development of county tourism website.</p>	<p><u>BOARD ACTION:</u> Yes <u>INFORMATION:</u> No <u>ATTACHMENTS:</u> No</p>
<p><u>STRATEGIC PLAN FOCUS AREA:</u> <input checked="" type="checkbox"/> <i>Economic Development</i> <input type="checkbox"/> <i>Financial Stability</i> <input type="checkbox"/> <i>Infrastructure</i> <input type="checkbox"/> <i>Lifelong Learning</i> <input type="checkbox"/> <i>Managed Growth</i> <input type="checkbox"/> <i>Public Safety</i> <input type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><u>CONSENT AGENDA:</u> No <u>ATTACHMENTS:</u> No</p> <p><u>STAFF CONTACT(S):</u> <i>Rotenizer; Burnette</i></p> <p><u>REVIEWED BY:</u> Christopher L. Whitlow, County Administrator </p>

BACKGROUND:

Franklin County recently redesigned a number of County websites, including the County Tourism site (www.VisitFranklinCountyVA.com). The new Tourism site is a central tool for the marketing of the County to potential visitors and to keep local citizens up to date on attractions and events happening in the area. Though the redesigned Tourism website is a great improvement over the previous iteration, there are two opportunities for additional enhancements that staff would like to pursue: the creation of a self-contained microsite for the marketing of the Centennial of Prohibition and better integration of the Virginia Tourism Corporation's Virginia.org database. Virginia.org is the Commonwealth's official travel and tourism website and the database that runs it includes comprehensive information on events, lodging, dining, attractions, and more.

Ever since the 1935 court case known as The Great Moonshine Conspiracy, Franklin County has been regarded as the Moonshine Capital of the World. This is a most interesting and unusual distinction to be linked to a locality. It has provided the County with a unique form of differentiation for marketing and promotion to tourists. Beginning in January 2020, Franklin County launched a Centennial of Prohibition program to build upon the historic cultural legacy and market the County to potential visitors. To draw further attention and focus to the 13-year program (2020 – 2033), a dedicated micro website is planned that will work in cooperation of the County's larger tourism website. Partners in the project include the Blue Ridge Institute & Museum, the Franklin County Public Library System (through Friends of the Franklin County Public Library, Inc.), and the Westlake Cinema as these were also partners in recent grant application to the state tourism office. The micro website will be linked to the county tourism website and costs for development will be covered by a recently awarded \$25,000 marketing grant from the Virginia Tourism Corporation.

As noted above, Franklin County recently launched a new set of County websites. This incorporated the redesign of the Franklin County tourism website. Unfortunately, a difference in coding platforms did not allow for integration of an important piece of the tourism website known as "datashare". The County tourism program has long been a participant in the Virginia Tourism Corporation (VTC) datashare integration program used by tourism offices around the Commonwealth. The program allows the County and state to seamlessly share business, attraction and event listings in a multitude of ways and configurations. The integration also includes automatic datashare with the Southwest Virginia Regional Tourism website (VisitSWVA.org). Thus, one entry instantly populates at least three vital websites making efficient use of staff time. To best serve the traveling public that look for location information in a dynamic way, the continued use of the datashare program with the state is required.

DISCUSSION:

The microsite should be viewed as a specialized marketing tool in association with the Franklin County Centennial of Prohibition promotion and is grant funded. Additionally, to ensure that the County has the most effective tourism website possible there is a need to enhance the current tourism site with a more advanced integration of the state datashare. This portion of the project would also be funded from the \$25,000 VTC grant. To accomplish these goals, staff is requesting Board approval to advertise a Request for Proposals (RFP) for these two projects. Staff believes that there will be cost savings by hiring the same firm to handle both projects, but will advertise in such a way as to allow one firm to do both projects or split the contract for award to two different firms. Once responses are received, staff will do interviews, if necessary, and bring back a recommended provider and contract for Board review and approval. The Moonshine Centennial microsite is expected to cost approximately \$6,000 and the VTC datashare integration is expected to cost approximately \$7,000. Funding for these projects would be funded through the VTC grant if the Board chooses to move forward with an actual contract(s).

RECOMMENDATION:

Staff respectfully requests that the Board authorize staff to advertise for proposals to create a microsite for the County's marketing of the Centennial of Prohibition and a datashare integration of Virginia.org data into the new County Tourism website.



Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> CENSUS OUTREACH</p>	<p><u>AGENDA DATE:</u> April 21, 2020</p>
<p><u>SUBJECT/PROPOSAL/REQUEST</u> Census outreach funding opportunity with the Secretary of the Commonwealth to inform the public about the importance of participating in the Census</p>	<p><u>BOARD ACTION:</u> Yes <u>INFORMATION:</u> Yes <u>ATTACHMENTS:</u> Yes</p>
<p><u>STRATEGIC PLAN FOCUS AREA:</u></p> <p><input checked="" type="checkbox"/> <i>Economic Development</i> <input checked="" type="checkbox"/> <i>Financial Stability</i> <input type="checkbox"/> <i>Infrastructure</i> <input checked="" type="checkbox"/> <i>Lifelong Learning</i> <input type="checkbox"/> <i>Managed Growth</i> <input type="checkbox"/> <i>Public Safety</i> <input type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><u>CONSENT AGENDA:</u> Yes <u>ATTACHMENTS:</u> Yes</p>
	<p><u>STAFF CONTACT(S):</u> Sandy, and Cooper</p> <p><u>REVIEWED BY:</u> Christopher Whitlow, County Administrator <i>CW</i></p>

BACKGROUND:

Once every decade the federal government conducts a Census of the entire population to count everyone in the United States and record basic information about them. All information is confidential and secure. The Census Bureau respects individual liberties and therefore would never ask for social security numbers, bank accounts, credit card information, money or donations from citizens during the Census survey work.

The Census is much more than just a head count. It is a picture of our nation and communities which help determine where to build new schools, hospitals, and businesses; how federal funding is distributed; and how congressional seats are appointed. It shows us how communities have changed over time. The accurate count is very important in applying for grants. The Census estimates for every person missed (not counted) the potential loss of federal grant dollars is approximately \$2000 per year. Therefore, it is extremely important Franklin County citizens participate in the 2020 Census to assure an accurate count as possible.

As of April 5th, the National Self-Response is 45.1%, Virginia Self-Response is 51%, and Franklin County Self-Response is 44.8%. In the 2010 Census Franklin County's response was 65.4%. As staff, we feel we should take any necessary steps to increase the percentage from the 2010 response rate.

DISCUSSION:

The National Census Bureau has been getting the word out with television commercials on most stations. Everyone in the United States should have received at least two documents from the census to complete the survey. It only takes about ten minutes or less to complete the census form. The State of Virginia has sent out text messages and requested localities to send out messages on twitter, Facebook, and their local website on April 1st for National Census Day. The

County posted such on its social media platforms on April 1st. The Census Bureau has changed the deadline for submitting self-response from March 12th – July 31st to March 12th – August 14th. The County has an extended opportunity to encourage citizens to submit their forms.

The Office of the Secretary of the Commonwealth (SOC) is offering funding up to \$2500.00 for localities to educate, motivate, and assist residents to respond to the 2020 Census. No match is needed from the locality for the funding. Funding can cover a banner sign, advertisement on TV; such as Channel 12, newspaper, Facebook ad, and brochures to be given out to the public. The Commonwealth wants to get the word out about the importance of the Census. The locality would go into a Memorandum of Agreement with the Office of the Secretary of the Commonwealth to receive the grant reimbursable funding. The Office of the Secretary of the Commonwealth will approve the projects. (See template attached.)

The Office of the Secretary of the Commonwealth has signed Memorandum of Agreements with 25 localities in the State of Virginia. The Office of the Secretary of the Commonwealth is encouraging other localities to take advantage of this grant funding opportunity.

RECOMMENDATION:

Staff respectfully requests the Board of Supervisors to authorize staff to pursue state grant funding for Census outreach efforts as noted above and authorize the County Administrator to execute related grant funding agreements.

Memorandum of Agreement

Between

The Office of the Secretary of the Commonwealth and the County/City/Town of _____

This memorandum of agreement details the mutual understanding of the Office of the Secretary of the Commonwealth ("SOC") and the County/City/Town of _____ ("Locality") with respect to the subject matter below.

On April 1, 2020, a census mandated by the U.S. Constitution will be taken. Governor Northam established the Virginia Complete Count Commission to improve the participation of all Virginians in the 2020 Census. Furthermore, the Governor authorized up to \$1.5 million from the Economic Contingency Fund to help the Commonwealth develop and distribute resource materials, maximize public education efforts, and support outreach initiatives of the Virginia Complete Count Commission.

The Virginia Complete Count Commission and the Office of the Secretary of the Commonwealth have partnered with local governments across the Commonwealth and their local Complete Count Committees to support education, outreach, and preparation for community participation in the 2020 Census, with a focus on communities that have been historically undercounted.

Purpose:

The purpose of this Agreement is for the SOC to provide funding to the Locality in support of the Locality's Census outreach initiatives. For executing the project(s) specified in this Agreement, the SOC shall reimburse the Locality up to \$2,500, as follows, provided the Locality implements the projects as represented in this Agreement. The SOC has unfettered and final discretion whether to fund the Locality's project(s).

Proposed Projects:

- **Title/short description of the project:**
- **Detailed description of the project:**
- **Timeline of project:**
- **The anticipated cost of the project is \$ _____, and the anticipated requested reimbursement amount from the SOC to the Locality is \$ _____**

(if locality has more than one project, please duplicate this section)

Scope of Work and Deliverables:

The Locality shall perform the following in accordance with this Agreement:

- **Locality shall procure product/services as described above and remit payment to all vendors as appropriate;**

- Locality shall submit proof of payment to vendor or bona-fide expense to the SOC;
- Locality shall provide documentation of the project after implementation (ex. Photo of banner ad hanging across Main Street) to virginiacomplecount@governor.virginia.gov with the subject line "MOA documentation – [Name of locality]"; and
- Locality shall submit a copy of the invoice and proof of payment or bona-fide expense to: Virginiacomplecount@governor.virginia.gov with the subject line "MOA reimbursement - [Name of locality]". The invoice must include specific remit to information.

The SOC shall perform the following in accordance with this Agreement:

- The SOC shall process payment in accordance with the state’s established prompt payment policy.
- The SOC shall maintain records and documentation of this agreement and the project implementation in accordance with the SOC retention schedule.

Term of Agreement

This Agreement shall become effective upon the date of the last dated signature below, and continue through July 31, 2020. This Agreement may not be renewed.

This Agreement must be executed by the chief administrative officer for the Locality.

Signed and agreed to by:

Office of the Secretary of the Commonwealth

City/County/Town of _____

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date



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

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

MAINTENANCE

Maintenance Activities for Previous 30 Days:

- Ordinary maintenance – Pavement (pothole) repair, gravel road repair, right of way brush cutting operations (County wide), shoulder repairs (County wide), storm water culvert repairs and cleaning (County wide) and guardrail repairs.
- Route 919 (Grassy Hill Rd.) – Preparation for pipe replacement near the intersection of Route 691 (Burgess Rd.). COMPLETED
- Route 944 (Crafts Ford Rd.) – Preparation for pipe replacement between Route 1358 (Three Quarter Rd.) and Route 668 (Lovely Valley Rd.). COMPLETED
- Route 894 (Johnson Hill Rd.) – Replacement of pipe near the intersection of Route 603 (Philpott Rd.). COMPLETED
- Route 869 (Turtle Hill Rd.)/Route 40 (Old Franklin Turnpike) – Intersection improvements on Route 869 (Turtle Hill Rd.) at Route 40 to include re-aligning and widening of the intersection. Pavement and pavement markings to be completed in upcoming weeks.

Maintenance Activities for Next 60 Days:

- Ordinary Maintenance – Pavement (pothole) repair, gravel road repair, right of way brush cutting operations (County wide), shoulder repairs (County wide), storm water culvert repairs and cleaning county wide, guardrail repairs.
- Over the rail mowing to include primary and secondary routes.
- Route 647 (Kay Fork Rd.) – Preparation for pipe replacement for failed pipe; ongoing closure.
- Route 116 (Jubal Early Hwy.) – Pipe replacement. In progress.
- Route 760 (Telegraph Rd.) – Preparation for pipe replacement. One lane will be open to traffic.

LAND DEVELOPMENT & PERMITS

- 112 Active permits to include: 54 utilities, 40 private entrances, 2 commercial entrances, 7 roadside memorials, 2 private utility permits, 5 maintenance of traffic permits and 2 locally administered permits. Of these, 16 were issued in March.
- 2 site plan reviews and 4 special use/rezoning applications:
 - Red Barn Subdivision – Review of 99 lot subdivision in Burnt Chimney area.
 - Russell Wedding Venue – Review of proposed wedding venue on Route 688 (Poteet Rd.) in the Hardy area.
 - SML Marine Volunteer Fire & Rescue – Amendment to original application.
 - Alkhawaja Corporation – Special use permit for permission to add U-Haul vehicles added to existing site.
 - Bowman – Zoning amendment request to add Business B-2 to parcel.
 - Mathena – Amendment request to SUP conditions regarding type of trees for campground development.
- Facebook Fiber Project – Intermittent flagging operations in the Callaway, Wirtz and Burnt Chimney area.
- Fox Run Subdivision – Review subdivision for future state maintenance.
- Penhook Pointe Subdivision – Review subdivision street for future state maintenance.
- WVWA – Installation of sewer line along Route 220; lane closure to be installed on Route 220S near intersection of Route 635 (Bonbrook Mill Rd.).

CONSTRUCTION

Franklin County

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

Roanoke County – US220

- Route 220 Bridge over Back Creek – Bridge replacement to include increased width, 6-foot inside shoulder and 10-foot outside shoulder. The project includes grading to improve sight distance at the intersection of Route 657 (Crowell Gap Rd.) and Route 220. During construction, two narrowed traffic lanes are expected to remain open in both directions; nighttime hours may possibly include additional lane closures. Work began in Fall 2017 and is scheduled to be completed in July 2021.
- Route 220 southbound – Left turn lane construction in conjunction with the bridge construction at the crossover/intersection with Route 657 (Crowell Gap Rd.)

TRAFFIC STUDIES/SPECIAL REQUESTS

Requested Safety Studies:

- Route 711 (Tranquility Rd.) – Request for review for posted speed limit for entire road.

Completed Safety Studies:

- Route 731 (Dugwell Rd.) – Recommended speed limit of 45 mph and additional curve warning signs.
- Route 635 (Bonbrook Mill Rd.) – Recommended speed limit of 45 mph and curve warning signs from 0.02 mi. S of Route 116 to 4.43 mi. S of Route 116.
- Route 786 (Beards Rd.) – Recommended curve warning signs throughout roadway.
- Route 834 (Brooks Mill Rd.) – Crash review approximately 0.37 miles north of Route 670 (Burnt Chimney Rd.); recommended curve warning signs.

PROJECT STATUS

- Route 122 (Booker T. Washington Hwy.)/Route 636 (Hardy Rd.) – Original advertisement date delayed. Plan revision underway; plan revision to include a round-a-bout intersection improvement. Revised advertisement date of December 2020. (UPC 109287)
- Route 834/670 (Brooks Mill Rd./Burnt Chimney Rd.) – Construction of a roundabout at the intersection of Route 834 and Route 670; advertisement scheduled for February 2022. (UPC 111364)
- Route 718 (Colonial Turnpike) – Bridge replacement; project was advertised on January 28, 2020. Fixed completion date 12/1/2021.
- Route 641 (Callaway Rd.) – Superstructure replacement near intersection of Route 602; construction scheduled to begin June 1, 2020. One lane will be open to traffic during the construction.



Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> BURNT CHIMNEY/ROUTES 122 AND 116 CONSTRUCTION PROJECT</p>	<p><u>AGENDA DATE:</u> April 21, 2020</p>
<p><u>SUBJECT/PROPOSAL/REQUEST</u> A resolution to accept a segment of roadway and abandon a segment of roadway in the secondary system of roads</p>	<p><u>BOARD ACTION:</u> Yes <u>INFORMATION:</u> Yes <u>ATTACHMENTS:</u> Yes</p>
<p><u>STRATEGIC PLAN FOCUS AREA:</u></p> <p><input type="checkbox"/> <i>Economic Development</i> <input type="checkbox"/> <i>Financial Stability</i> <input checked="" type="checkbox"/> <i>Infrastructure</i> <input type="checkbox"/> <i>Lifelong Learning</i> <input type="checkbox"/> <i>Managed Growth</i> <input type="checkbox"/> <i>Public Safety</i> <input type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><u>CONSENT AGENDA:</u> Yes <u>ATTACHMENTS:</u> Yes</p> <p><u>STAFF CONTACT(S):</u> <u>VDOT, , Sandy, and Cooper</u></p> <p><u>REVIEWED BY:</u> Christopher Whitlow, County Administrator </p>

BACKGROUND:

The Virginia Department of Transportation (VDOT) several years ago had a realignment/signal project for Routes 116 (Jubal Early Highway)/122 (Booker T. Washington Highway)/670 (Burnt Chimney Road). This project realigned the intersections of Routes 116 (Jubal Early Highway) and 122 (Booker T. Washington Highway) and Routes 122 (Booker T. Washington Highway) and 670 (Burnt Chimney Road). This project also improved the signalization at the intersection of Routes 116 (Jubal Early Highway) and 122 (Booker T. Washington Highway). The Project has been completed for several years.

DISCUSSION:

The Code of Virginia requires the Board of Supervisors to act on certain projects where a new segment of roadway of an existing secondary road is coming into the State Secondary System because of a construction project and where an old segment of secondary road is being abandoned from the State Secondary System because of a construction project.

The VDOT project for the realignment/signal project for Routes 116 (Jubal Early Highway)/122 (Booker T. Washington Highway)/670 (Burnt Chimney Road) requires the Board of Supervisors by resolution to abandon segment D of Route 670 (Burnt Chimney Road; which is the old part of Route 670) and add segment C Route 670 (Burnt Chimney Road; new portion of road because of construction) to the Secondary System of State Highways. (See attached final sketch of the highway project)

RECOMMENDATION:

Staff respectfully requests the Board of Supervisors by resolution to abandon segment D of Route 670 (Burnt Chimney Road) from the Secondary System of State Highways and add segment C of Route 670 (Burnt Chimney Road) Secondary System of State Highways. In addition, authorize the County Administrator to sign the VDOT Forms AM-4.3, as part of the resolution for changes in the Secondary System of State Highways.

The Board of Supervisors of Franklin County, in a regular meeting on the 21st day of April, 2020, adopted the following:

WHEREAS, the Virginia Department of Transportation has provided this Board with a sketch dated March 16, 2018, depicting the addition and abandonment required in the Secondary System of State Highways as a result of Project 0122-033-103, M501, which sketch is hereby incorporated herein by reference, along with the attached VDOT Form AM-4.3, and

WHEREAS, the new road serves the same citizens as the portion of old road identified to be abandoned and the segments no longer serves a public need, and

NOW THEREFORE, BE IT RESOLVED, this Board hereby requests the Virginia Department of Transportation to take the necessary action to abandon the segment identified on the attached AM4.3 Form as a part of the Secondary System of State Highways, pursuant to Section 33.2-912, Code of Virginia, 1950, as amended, and

BE IT FURTHER RESOLVED, this Board requests the Virginia Department of Transportation to add the segment identified on the incorporated Form AM4.3 to the Secondary System of State Highways, pursuant to Section 33.2-705 of the Code of Virginia, for which section this Board hereby guarantees the right of way to be clear and unrestricted, including any necessary easements for cuts, fills, and drainage, and

BE IT FINALLY RESOLVED, that a certified copy of this resolution be forwarded to the Virginia Department of Transportation.

Recorded Vote

A Copy Teste:

Moved By: _____

Seconded By: _____

(Name), (title)

Yeas: _____

Nays: _____

In the County of Franklin

By resolution of the governing body adopted April 21, 2020

The following VDOT Form AM-4.3 is hereby attached and incorporated as part of the governing body's resolution for changes in the secondary system of state highways.

A Copy Testee

Signed (County Official): _____

Report of Changes in the Secondary System of State Highways

Project/Subdivision 0122-033-103 M501

Type Change to the Secondary System of State Highways: Abandonment

The following facilities of the Secondary System of State Highways are hereby ordered abandoned, pursuant to the statutory authority cited:

Reason for Change: Abandonment, VDOT Project Related

Pursuant to Code of Virginia Statute: §33.2-912

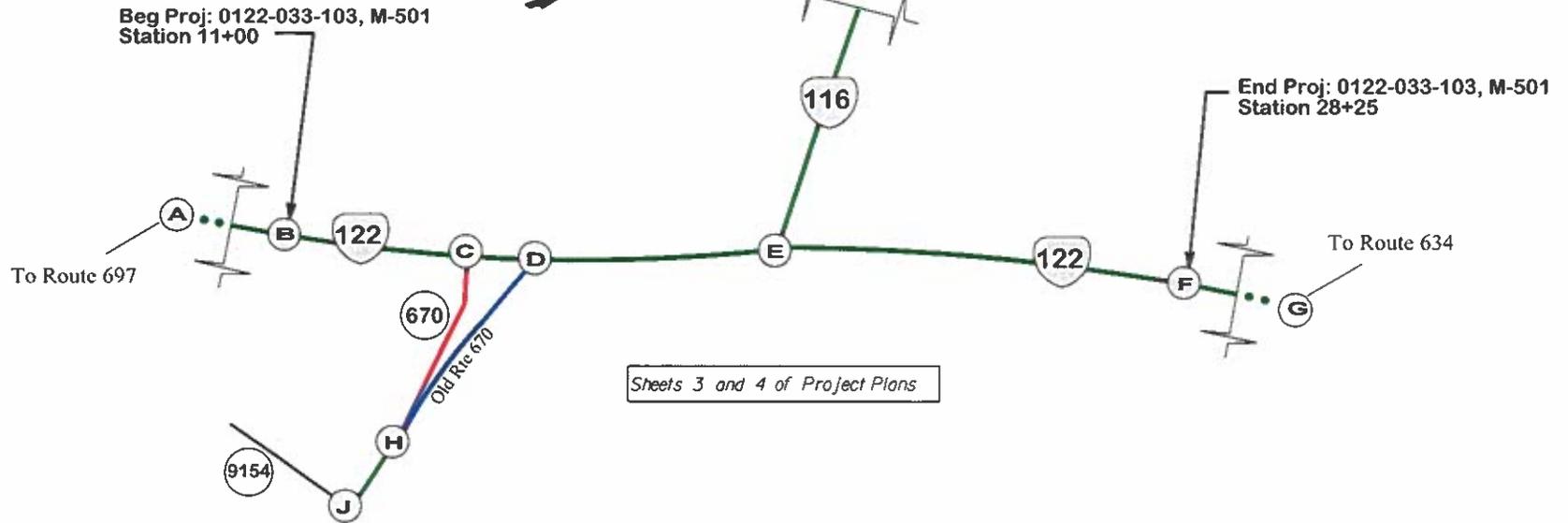
Street Name and/or Route Number

◆ **Burnt Chimney Road, State Route Number 670**

● From: Segment D

To: Segment H, a distance of: 0.07 miles.

Using the DACHS application please submit form AM-4.2 for each roadway segment and the entire project including the mileage and the pavement types, reflecting post-construction conditions.



Sheets 3 and 4 of Project Plans

Route	Action	Segment	Station	Length
122	Data Correction	(A)(B)(C)(D)	Fr: Rte 697 To: Beg Proj 11+00 To: 15+25 To: 16+65	(A-B) 0.95 Mi. (B-C) 0.08 Mi. (C-D) 0.03 Mi.
122	Data Correction	(D)(E)(F)(G)	Fr: 16+65 To: 21+15 To: 28+25 To: Rte 634	(D-E) 0.08 Mi. (E-F) 0.13 Mi. (F-G) 3.57 Mi.
(Old) 670	Abandonment	(D)→(H)	Fr: 17+00 To: End Conn 13+02	0.07 Mi.
(New) 670	Addition	(C)→(H)	Fr: Sta. 10+36 To: Sta. 13+02	0.06 Mi.
670	Data Correction	(H)→(J)	Fr: End Conn 13+02 To: Rte 9154	0.03 Mi.

UPC -- 52515

Salem District
Bedford Residency



Legend

FRANKLIN COUNTY

Changes in the Secondary Systems
due to relocation and construction on

Route 122, Project: 0122-033-103, M-501

- █ Segment(s) of new location to be added to the Secondary System.
- █ Segment(s) of Secondary Road location to be abandoned.
- █ Data Correction - Adjustment to correct RIMS records also applies to Route Re-Numbering, an Administrative change.



Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> FY2021-2026 SECONDRY SIX YEAR PLAN (SSYP)	<u>AGENDA DATE:</u> April 21, 2020
<u>SUBJECT/PROPOSAL/REQUEST</u> Review VDOT – County Secondary Six Year Plan (SSYP)	<u>BOARD ACTION:</u> Yes
<u>STRATEGIC PLAN FOCUS AREA:</u>	<u>INFORMATION:</u> Yes
<input type="checkbox"/> <i>Economic Development</i> <input type="checkbox"/> <i>Financial Stability</i>	<u>ATTACHMENTS:</u> Yes
<input checked="" type="checkbox"/> <i>Infrastructure</i> <input type="checkbox"/> <i>Lifelong Learning</i>	<u>CONSENT AGENDA:</u> No
<input type="checkbox"/> <i>Managed Growth</i> <input type="checkbox"/> <i>Public Safety</i>	<u>ATTACHMENTS:</u> No
<input type="checkbox"/> <i>Operational Effectiveness</i>	<u>STAFF CONTACT(S):</u> Sandy, Cooper, and VDOT
	<u>REVIEWED BY:</u> Christopher Whitlow, County Administrator

BACKGROUND:

The Commonwealth of Virginia requires the Board of Supervisors to review and adopt, by resolution, the Secondary Six Year Plan (SSYP) annually.

Fund for the Secondary Six Year Plan (SSYP) and the construction budget are derived from state and federal fuel taxes, vehicle sales tax and one-half cent of the State’s general sales tax. The predictability of funding amounts is greatly dictated by the financial climate of the times and changes of funding levels by the federal government. Therefore, in dealing with construction funds, especially in the Secondary Six Year Plan (SSYP), VDOT is dealing with approximations or projections. The Secondary Six Year Plan (SSYP) is based on estimated funding which is provided by the Financial Planning Division of VDOT.

DISCUSSION:

The Commonwealth Transportation Board (CTB) should adopt a funding scenario for FY2021-2026 during their regular scheduled meeting in April. The adoption of a funding scenario will allow VDOT staff to provide the Board of Supervisors the allocated funding for the FY2021-2026 (SSYP).

During last year’s SSYP (FY2020-2025) process, the Board of Supervisors were unable to add an unpaved secondary road to the SSYP because Route 697, Red Valley Road was not fully funded by the plan. Route 697, Red Valley Road project will need approximately \$396,403 in the future to be fully funded. Until the CTB adopts the funding scenario we will not know if Route 697, Red Valley Road will be fully funded in this year’s SSYP. (For your convenience last year’s SSYP FY2020-2025 is attached.)

VDOT will provide the allocations that are projected for Franklin County to determine if there is enough funding to add an additional road project to the Plan. Depending on additional funding from the CTB for the SSYP, a public hearing maybe required.

RECOMMENDATION:

Staff respectfully requests that the Board of Supervisors review the Secondary Six Year Plan (SSYP) and consider further guidance to VDOT in the finalization of the FY2021-2026 Secondary Six Year Plan (SSYP). As previously noted, a public hearing maybe required. Such hearing could be held in May or June with a resolution to adopt the finalized SSYP.

Secondary System
Franklin County
Construction Program
Estimated Allocations

Fund	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	Total
CTB Formula - Unpaved State	\$112,413	\$0	\$0	\$0	\$0	\$0	\$112,413
Secondary Unpaved Roads	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TeleFee	\$170,430	\$170,430	\$170,430	\$170,430	\$170,430	\$170,430	\$1,022,580
Residue Parcels	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STP Converted from IM	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal STP - Bond Match	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Formula STP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MG Formula	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BR Formula	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other State Match	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal STP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
District Grant - Unpaved	\$0	\$157,837	\$103,783	\$139,437	\$162,936	\$162,936	\$726,929
Total	\$282,843	\$328,267	\$274,213	\$309,867	\$333,366	\$333,366	\$1,881,922

Board Approval Date: *MAY 21, 2019*

Tom K. Doo *6/18/2019*

Residency Administrator

Date

Christa Tubert *6/17/19*

County Administrator

Date

District: Salem
 County: Franklin County
 Board Approval Date:

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

2020-21 through 2024-25

Route PFMS ID Accomplishment Type of Funds Type of Project Priority #	Road Name Project # Description FROM TO Length	Estimated Cost Ad Date	Previous Funding SSYP Funding Other Funding Total	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS						Balance to complete	Traffic Count Scope of Work FHWA # Comments	
					2010-20	2020-21	2021-22	2022-23	2023-24	2024-25			
RL0710 55471 RAAP CONTRACT BR/STP,STP Migration 0001.00	COLONIAL TURNPIKE 0718033334 RTE. 718 OVER PGG RIVER (STR. 07826) - BRIDGE REPLACEMENT 0.5 MI. North of Rte. 715 0.9 MI. South of Rte. 646 0.2	PE \$950,000 RW \$118,912 CON \$4,279,501 Total \$5,348,413 11/10/2020	\$1,681,549 \$567,884 \$2,248,413	\$2,100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	801 Bridge Replacement w/o Added Capacity 15011 Revised schedule required.
RL0981 110132 STATE FORCESHIRED EQUIPMENT 5 State forces/hired equip w RW and CN 0002.00	EDWARDS ROAD 0981033P87 RTE 881 EDWARDS RD - RURAL RUSTIC END STATE MAINTENANCE RTE. 660 MORGANS FORK RD 0.5	PE \$0 RW \$0 CON \$75,000 Total \$75,000 12/21/2017	\$75,000 \$0 \$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Resurfacing 17005
RL0881 110308 STATE FORCESHIRED EQUIPMENT State forces/hired equip w RW and CN 0003.00	BONBROOK RD 0881033P88 RTE 881 BONBROOK RD RURAL RUSTIC .9 MI E OF BONBROOK MILL RD RTE 687 ALEAN RD 0.6	PE \$0 RW \$15,000 CON \$307,000 Total \$322,000 7/26/2021	\$268,951 \$58,049 \$322,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	200 Resurfacing 17005
RL0885 108190 SAAP CONTRACT Migration 0004.00	TIMBERLINE RD 0885033791 RTE 885 (TIMBERLINE RD) - RURAL RUSTIC RTE 778 0.35 MI E OF RTE 781 1.7	PE \$125,000 RW \$30,000 CON \$750,000 Total \$905,000 12/29/2023	\$771,862 \$0 \$771,862	\$133,038	\$133,038	\$0	\$0	\$0	\$0	\$0	\$0	\$0	67 Resurfacing 17005
RL0858 110129 SAAP CONTRACT Tier 1 - Road work w RW (PE, RW, CN) 0005.00	Bar Ridge Rd 0858033782 RTE 659 BAR RIDGE RD RURAL RUSTIC 0.96 MI N RTE 626 RTE 946 1.7	PE \$158,000 RW \$15,000 CON \$732,287 Total \$905,287 12/12/2028	\$0 \$0 \$0	\$866,287	\$118,805	\$298,287	\$231,713	\$265,602	\$0	\$0	\$0	\$0	50 Resurfacing 17005

District: Salem
 County: Franklin County

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

Board Approval Date:

2020-21 through 2024-25

Route PPMS ID Accomplishment Type of Funds Type of Project Priority #	Road Name Project # Description FROM TO Length	Estimated Cost Ad Date	Previous Funding SSYP Funding Other Funding Total	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS						Balance to complete	Traffic Count Scope of Work FHWA # Comments
					2019-20	2020-21	2021-22	2022-23	2023-24	2024-25		
RL0657 113533 SAAP CONTRACT Tier 1 - Road work w RW (PE, RW, CN) 0006.00	Red Valley Road 0657033837 Rte 637, Red Valley Rd - Rural Rustic Jct. of Rte 637, Hawkins Ridge Rd 1.1 mi east of Rte 637, Hawkins Ridge Rd 1.8	PE \$75,000 RW \$70,000 CON \$845,000 Total \$990,000 2/8/2020	\$0 \$0 \$0 \$0	\$0 \$990,000	\$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0	\$11,865 \$0 \$0 \$11,865	\$290,866 \$0 \$0 \$290,866	\$290,866 \$0 \$0 \$290,866	\$296,403	102 Resurfacing 17005
RL4007 100107 NOT APPLICABLE S 9999.99	1204007 COUNTYWIDE TRAFFIC SERVICES VARIOUS LOCATIONS IN COUNTY VARIOUS LOCATIONS IN COUNTY	PE \$0 RW \$0 CON \$725,000 Total \$725,000 3/1/2011	\$515,942 \$0 \$515,942	\$209,058	\$30,000 \$0 \$30,000	\$30,000 \$0 \$30,000	\$30,000 \$0 \$30,000	\$30,000 \$0 \$30,000	\$30,000 \$0 \$30,000	\$30,000 \$0 \$30,000	\$28,058	0 Safety 18021 TRAFFIC SERVICES INCLUDE SECONDARY SPEED ZONES, SPEED STUDIES, OTHER NEW SECONDARY SIGNS
RL4005 100176 NOT APPLICABLE S 9999.99	1204005 COUNTYWIDE ENGINEERING & SURVEY VARIOUS LOCATIONS IN COUNTY VARIOUS LOCATIONS IN COUNTY	PE \$0 RW \$0 CON \$250,000 Total \$250,000 3/1/2011	\$67,402 \$0 \$67,402	\$182,598	\$0 \$0 \$0	\$0 \$0 \$0	\$10,000 \$0 \$10,000	\$10,000 \$0 \$10,000	\$10,000 \$0 \$10,000	\$10,000 \$0 \$10,000	\$142,598	0 Preliminary Engineering 16015 MINOR SURVEY & PRELIMINARY ENGINEERING FOR BUDGET ITEMS AND INCIDENTAL TYPE WORK.
RL4006 100343 NOT APPLICABLE S 9999.99	1204006 COUNTYWIDE RIGHT OF WAY ENGR. VARIOUS LOCATIONS IN COUNTY VARIOUS LOCATIONS IN COUNTY	PE \$0 RW \$250,000 CON \$0 Total \$250,000 3/1/2011	\$24,468 \$0 \$24,468	\$225,532	\$0 \$0 \$0	\$0 \$0 \$0	\$2,500 \$0 \$2,500	\$2,500 \$0 \$2,500	\$2,500 \$0 \$2,500	\$2,500 \$0 \$2,500	\$215,532	0 Right of Way 16016 USE WHEN IMPRACTICAL TO OPEN A PROJECT. ATTORNEY FEES and ACQUISITION COST.
RL0040 105748 NON VDOT REV5H Migration 9999.99	Franklin Street 0048033R09 FY15 RS - Construction of Pedestrian Bridge Old Fernum Road Fieldcrest 0.4	PE \$161,096 RW \$0 CON \$1,732,245 Total \$1,893,342 11/11/2018	\$477,322 \$1,416,220 \$1,893,542	\$0	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$0	Facilities for Pedestrians and Bicycles 14028



Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> Short Term Rentals	<u>AGENDA DATE:</u> April 21, 2020
<u>SUBJECT/PROPOSAL/REQUEST</u> Possible county code amendments to regulations concerning short term rentals	<u>ACTION:</u> No <u>INFORMATION:</u> <u>ATTACHMENTS:</u> Yes
<u>STRATEGIC PLAN FOCUS AREA:</u> <input checked="" type="checkbox"/> <i>Economic Development</i> <input checked="" type="checkbox"/> <i>Financial Stability</i> <input type="checkbox"/> <i>Infrastructure</i> <input type="checkbox"/> <i>Lifelong Learning</i> <input checked="" type="checkbox"/> <i>Managed Growth</i> <input checked="" type="checkbox"/> <i>Public Safety</i> <input type="checkbox"/> <i>Operational Effectiveness</i>	<u>CONSENT AGENDA:</u> No <u>STAFF CONTACT(S):</u> Steven Sandy <u>REVIEWED BY:</u> Chris Whitlow, County Administrator

BACKGROUND:

On February 18, 2020, the Planning Commission and Board of Supervisors held a joint work session to discuss issues related to short-term rentals. Concerns that were raised included safety, enforcement, compliance, taxation, and zoning regulations.

During the Planning Commission’s regular scheduled meeting on March 10, 2020, the Planning Commission discussed the following items and recommended that the Board consider moving forward on these items.

- Developing a short-term rental registry with annual application fee.
- Methods to improve safety in structures currently used as short-term rentals.
- Acquiring services of a 3rd party vendor to monitor and track short term rentals.
- Increased fines for non-compliance
- Uniform regulations for short term rentals in the zoned and non-zoned areas.
- Lobbying the Virginia General Assembly to allow Franklin County to access an additional 2% transient occupancy tax.

At the March 17 meeting, the Board of Supervisors concurred and asked the staff to move forward with these items to address recent concerns raised over short-term rentals.

DISCUSSION:

- **Short Term Rental Registry** – Staff has created a draft county code amendment to create a countywide short-term rental registry. The new registry requirement is proposed to be added to Chapter 5.5, Community Development, of the Franklin County Code. This

registry will require providers to register annually and pay an annual registration fee. This registration fee will be used to offset costs of hiring a 3rd party to assist the County in monitoring, compliance, enforcement and providing electronic platform for registry and fee collection. Also, this registry allows for a \$500 fine for providers who fail to register their short-term rental. A draft copy of possible registry is attached.

ACTION ITEM: Authorize staff to schedule a public hearing to amend Franklin County Code.

- **3rd Party Vendor** – County has elected to enter into an annual agreement with Host Compliance to provide an online short-term rental registration with fee collection, compliance monitoring, auditing, and enforcement. Host Compliance is currently partnering with ten (10) local jurisdictions in Virginia. Staff is utilizing a cooperative procurement clause from the City of Lynchburg agreement. A copy of agreement has been provided for your reference under the consent agenda item.

ACTION ITEM: None. Approved annual agreement under consent agenda.

- **Safety of Short-Term Rentals** – Staff has discussed some possible safety considerations to include in short term rental requirements. Currently, Section 25-138 requires that each unit have a smoke detector and fire extinguisher. Staff currently recommends that the requirement be enhanced to require a smoke detector in each sleeping area and require a specific fire extinguisher be mounted on the wall as well as providing an evacuation plan in the dwelling. In addition, staff would recommend that an annual inspection be performed on each short-term rental on an annual basis by a representative of the county Public Safety or local fire department. There was discussion with the County Attorney to possibly add safety provisions relative to short-term rentals to the Public Safety section of the county code. In addition, there is a possibility to adopt the property maintenance provisions of VA Uniform Statewide Building Code (USBC) however, this has additional implications with structures and property throughout the county as well as staffing concerns. See attached proposed amendment to Franklin County Code 5.5, Community Development.

ACTION ITEM: Authorize staff to schedule a public hearing to amend Franklin County Code to incorporate the proposed additions.

- **Fines for Non-Compliance** – The County is limited by state code on the amount of fines that can be levied on zoning violations. For instance, criminal fines are limited to not more than 12 months in jail and a fine of not more than \$2500, either or both. Civil penalties are currently allowed by County Code as \$100 per initial violation and not to exceed \$3000. State code would allow this to increase to \$200 and \$5000 respectively. A draft proposal is attached to amend Chapter 25 of the County Code to increase fine provisions to match those authorized in the Code of Virginia.

State Code does allow a \$500 penalty/fine for failure to register your short-term rental and this is proposed to be included in the registry. This fine is included in registry requirement.

ACTION ITEM: Authorize staff to schedule a public hearing to amend the Franklin County Code to increase penalty provisions authorized under VA Code.

- **Uniform Regulations** – At the recent work session of the Commission and the Board, it was suggested that regulations pertaining to the use and safety of short-term rentals apply uniformly to structures whether they are in zoned or non-zoned areas. Staff has proposed

to add general regulations concerning short-term rentals to Chapter 5.5, Community Development, of the County Code to address this issue. See attached proposed amendment to Franklin County Code 5.5, Community Development.

ACTION ITEM: Authorize staff to schedule a public hearing to amend Franklin County Code to incorporate the proposed additions.

- **Taxing** - At the recent work session, there was discussion about seeking support from the County's General Assembly representatives to allow Franklin County to collect an additional 2% transient occupancy tax (increasing from current 5% to 7%) that would be levied on short term rentals. In the last session of the General Assembly, legislation was passed to give counties equal taxing authority as cities and towns. What this means is that Franklin County can raise its transient occupancy tax without additional special permission from the General Assembly. A public hearing must be held and an increase in the tax rate must be approved by the County Board of Supervisors. See attached legislation.

ACTION ITEM: General Assembly has passed legislation to allow equal taxing authority. If desired, the County would need to hold a public hearing to increase its transient occupancy tax rate.

RECOMMENDATION:

Planning staff respectively requests that the Board of Supervisors approve the above action items and authorize staff to schedule necessary public hearings for county code amendments in May, 2020.

Chapter 5.5 - Community Development

Article IV – SHORT TERM RENTALS

Sec. 5.5-70. Short-Term Rental Registry.

Operator The proprietor of any dwelling, lodging, or sleeping accommodations offered as a short-term rental, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee, or any other possessory capacity.

Short-term rental The provisions of a room or space that is suitable or intended for occupancy for dwelling, sleeping, or lodging purposes, for a period of fewer than 30 consecutive days, in exchange for a charge for the occupancy.

- a) This division shall establish a Short-Term Rental Registry and require operators within Franklin County to register their rental annually. The registration shall require the operator to complete a Short-Term Rental Application through electronic means or on forms provided by Franklin County that entails the following:
1. Provide the name of the operator for the address
 2. Provide the property owner name and physical address(es) of the property being rented.
 3. The initial registration is due on or before July 1, 2020. Renew registration on or before July 1st of each calendar year thereafter.
 4. Provide registration fee annually of \$200.00 on or before July 1st each year.
- b) To qualify as exempt from registering under this ordinance, an operator must be:
1. Licensed by the Real Estate Board or be a property owner who is represented by a real estate licensee;
 2. Registered pursuant to the Virginia Real Estate Time-Share Act (§ 55-360 et seq.);
 3. Licensed or registered with the Department of Health, related to the provision of room or space for lodging; or
 4. Licensed or registered with Franklin County, related to the rental or management of real property.
- c) Operator shall present evidence of such other licensing or registration to the Office of Planning and Community Development to qualify for exemption.

- d) Should such registration or licensing cease, the operator shall forthwith submit an application and register on the County's Short-Term Rental Registry.
- e) If an operator who is required to register under this ordinance fails to do so while offering such lodging for rent, or rents such lodging:
 - 1. S/he shall be subject to a fine of \$500 per violation; or
 - 2. S/he shall be prohibited from continuing to offer any property for short-term rental, unless and until the operator pays the fine(s) and registers subject property.
- f) Upon repeated violations of this registry ordinance as it relates to a specific property, an operator may be prohibited from registering and offering that property for a period of two (2) years.
- g) The requirements of this division do not supersede the requirements found in Chapter 25, Zoning or other requirements of the Franklin County Code or Code of Virginia, as amended.

State Law reference — Enabling legislation, Code of Virginia, § 15.2-98

Sec. 5.5-72. Short Term Rentals

The following general regulations apply to all short-term tourist rental of residential dwellings:

- (a) The use of the dwelling unit for short-term rentals shall be primarily for residential purposes related to tourism or vacationing.
- (b) There shall be no change in the outside appearance of the dwelling or premises, or other visible evidence of the conduct of such short-term rentals.
- (c) There shall be no more than two (2) adults per bedroom occupying the dwelling at any one time. An adult, for the purpose of this regulation, is any person over the age of five (5). The number of bedrooms in dwellings relying upon septic tanks and drainfields for sewage disposal shall be determined by reference to health department permits specifying the number of bedrooms for which the supporting system was designed.
- (d) All vehicles of tenants shall be parked in driveways or parking areas designed and built to be parking areas. In the case of multifamily dwellings, all vehicles must be parked in spaces specifically reserved for the dwelling unit being rented.
- (e) All boats of tenants shall be parked on the lot on which the dwelling is located. In the case of multifamily dwellings boats must be parked in areas specifically reserved for the dwelling unit being rented.

- (f) Noise generated off the lot or off the premises shall be in no greater volume or pitch than normally expected in a residential neighborhood.**
- (g) A type 2 fire extinguisher shall be mounted on the wall in common area and a smoke detector must be installed in every living area and bedroom within the dwelling.**
- (h) The owner of a dwelling used for short term rental shall give the county written consent to inspect any dwelling used for short-term rental to ascertain compliance with all the above performance standards.**

DRAFT

POSSIBLE AMENDMENTS TO CHAPTER 25 OF FRANKLIN COUNTY CODE FOR INCREASED FINE PROVISIONS

APRIL 21, 2020

Sec. 25-800. - Penalties.

Any person, whether as owner, lessee, principal, employee or otherwise, who violates any of the provisions of this chapter or permits any such violation, or fails to comply with any of the requirements hereof, or who erects any building on any land in violation of any detailed statement or plan submitted by him and approved under the provisions of this chapter, shall be guilty of a misdemeanor, and, upon conviction thereof, shall be fined not less than ten dollars (\$10.00) nor more than ~~one two~~ **five hundred** thousand ~~five hundred~~ dollars (~~\$12,0500.00~~) **and/or up to twelve (12) months in jail**. Each day upon which such violation continues shall constitute a separate offense.

(Ord. of 5-25-88)

Sec. 25-800.1. - Civil penalties.

(a) Violation of the following scheduled provisions of this chapter shall be deemed an infraction and shall be punishable by a civil penalty of ~~one two~~ **one hundred** dollars (~~\$1200.00~~):

- (1) Section 25-16. Use, occupancy and construction.
- (2) Section 25-120. Junk yards.
- (3) Section 25-138. Short-term tourist rentals.
- (4) Section 25-474. Piers and docks regulated.
- (5) Section 25-476. Supplementary regulations for private dock, pier, or boathouse.
- (6) Reserved.

(b) Each day during which any violation of the provisions scheduled above is found to have existed shall constitute a separate offense. However, in no event shall any such violation arising from the same set of operative facts be charged more frequently than once in any ten **(10)**-day period, nor shall any such violation arising from the same set of operative facts result in civil penalties which exceed a total of ~~three five~~ **three** thousand dollars (~~\$35,000.00~~).

(c) The designation of a particular violation of this section as an infraction under this section shall preclude the prosecution of such as a criminal misdemeanor, except for any violation resulting in injury to any person or persons, which may be so prosecuted as well.

(d) The zoning administrator shall notify by summons a person committing or suffering the existence of an infraction by certified, return receipt requested mail, of the infraction. The Franklin County Sheriff's Office may also deliver the summons. The first or initial summons shall contain the following information:

(1) The name and address of the person charged.

(2) The nature of the infraction and the ordinance provision(s) being violated and the remedies necessary to correct the infraction.

(3) The location, date, and time that the infraction occurred, or was observed.

(4) The amount of the civil penalty assessed for the infraction.

(5) The right of the recipient of the summons to elect to stand trial for the infraction and the date of such trial.

(6) A statement that an appeal may be filed with the board of zoning appeals within thirty (30) days of receipt of the summons. If no appeal is made within thirty (30) days, the finding of the violation contained in the summons shall be final and unappealable.

(e) The final summons shall provide that any person summoned for a violation may, within fourteen (14) days from the date of mailing of the summons, elect to pay the civil penalty by making an appearance in person, or in writing by mail to the Franklin County Treasurer's Office at least seventy-two (72) hours prior to the time and date fixed for trial and, by such appearance, may enter a waiver of trial, admit liability, and pay the civil penalty established for the violation charged and provide that a signature to an admission of liability shall have the same force and effect as a judgement in court; however, an admission shall not be deemed a criminal conviction for any purpose.

(f) If a person charged with a violation does not elect to enter a waiver of trial and admit liability, the zoning administrator shall cause the sheriff of Franklin County to serve the summons on the person charged in the manner prescribed by law. The violation shall be tried in general district court in the same manner prescribed by law. The violation shall be tried in general district court in the same manner and with the same right of appeal as provided for in Title 8.01 of the Code of Virginia. In any trial for a scheduled violation authorized by this section, it shall be the burden of the county to show the liability of the violator by a preponderance of the evidence. An admission of liability, of finding of liability shall not be a criminal conviction for any purpose.

(g) The remedies provided for in this section are cumulative, and are not exclusive and, except as provided above, shall be in addition to any other remedies provided by law.

(h) The provisions of this section shall supplement the provisions of section 25-768 et seq. of this chapter dealing with the board of zoning appeals. Use of these provisions shall stay any proceeding under this section.

(Ord. No. 28-09-99, 9-21-99)

ENROLLED
HB785ER

1 VIRGINIA ACTS OF ASSEMBLY — CHAPTER

2 *An Act to amend and reenact §§ 58.1-3818, 58.1-3819, 58.1-3823, as it is currently effective and as it*
3 *may become effective, 58.1-3825.3, 58.1-3830, 58.1-3833, 58.1-3834, and 58.1-3840 of the Code of*
4 *Virginia and to repeal §§ 58.1-3818.01, 58.1-3818.03, 58.1-3818.04, 58.1-3820, 58.1-3821, and*
5 *58.1-3831, relating to local taxing authority.*

6 [H 785]
7 Approved

8 Be it enacted by the General Assembly of Virginia:

9 1. That §§ 58.1-3818, 58.1-3819, 58.1-3823, as it is currently effective and as it may become
10 effective, 58.1-3825.3, 58.1-3830, 58.1-3833, 58.1-3834, and 58.1-3840 of the Code of Virginia are
11 amended and reenacted as follows:

12 § 58.1-3818. Admissions tax in counties.

13 A. Fairfax, Arlington, Dinwiddie, Prince George and Brunswick Counties are *Any county, except as*
14 *provided in subsection C, is hereby authorized to levy a tax on admissions charged for attendance at any*
15 *event. The tax shall not exceed 10 percent of the amount of charge for admission to any such event.*
16 *Notwithstanding any other provisions of law, the governing bodies of such counties shall prescribe by*
17 *ordinance the terms, conditions, and amount of such tax and may classify between events conducted for*
18 *charitable purposes and those events conducted for noncharitable purposes.*

19 B. Notwithstanding the provisions of subsection A, Culpeper County and New Kent County are
20 hereby authorized to levy a tax on admissions charged for attendance at any event as set forth in
21 subsection A.

22 C. Notwithstanding the provisions of subsection A, Charlotte County, Clarke County, Madison
23 County, Nelson County, and Sussex County are hereby authorized to levy a tax on admissions charged
24 for attendance at any spectator event; however, a tax shall not be levied on admissions charged to
25 participants in order to participate in any event. The tax shall not exceed 10 percent of the amount of
26 charge for admission to any event. Notwithstanding any other provisions of law, the governing body of
27 such county shall prescribe by ordinance the terms, conditions and amount of such tax and may classify
28 between the events as set forth in § 58.1-3817.

29 D. Notwithstanding the provisions of subsections subsection A, B and C, localities may, by
30 ordinance, elect not to levy an admissions tax on admission to an event, provided that the purpose of the
31 event is solely to raise money for charitable purposes and that the net proceeds derived from the event
32 will be transferred to an entity or entities that are exempt from sales and use tax pursuant to
33 § 58.1-609.11.

34 C. *No tax under this section shall be authorized in any county in which a state sales and use tax, in*
35 *addition to the taxes authorized pursuant to §§ 58.1-603 and 58.1-604, is imposed at a rate of at least*
36 *one percent, a portion of which is dedicated to the promotion of tourism.*

37 § 58.1-3819. Transient occupancy tax.

38 A. 1. Any county, by duly adopted ordinance, may levy a transient occupancy tax on hotels, motels,
39 boarding houses, travel campgrounds, and other facilities offering guest rooms rented out for continuous
40 occupancy for fewer than 30 consecutive days. Such tax shall be in such amount and on such terms as
41 the governing body may, by ordinance, prescribe. Such tax shall not exceed two percent of the amount
42 of charge for the occupancy of any room or space occupied; however, Accomack County, Albemarle
43 County, Alleghany County, Amherst County, Augusta County, Bedford County, Bland County, Botetourt
44 County, Brunswick County, Campbell County, Caroline County, Carroll County, Craig County,
45 Cumberland County, Dickenson County, Dinwiddie County, Floyd County, Franklin County, Frederiek
46 County, Giles County, Gloucester County, Goochland County, Grayson County, Greene County,
47 Greenville County, Halifax County, Highland County, Isle of Wight County, James City County, King
48 George County, Loudoun County, Madison County, Mecklenburg County, Montgomery County, Nelson
49 County, Northampton County, Page County, Patrick County, Powhatan County, Prince Edward County,
50 Prince George County, Prince William County, Pulaski County, Rockbridge County, Rockingham
51 County, Russell County, Smyth County, Spotsylvania County, Stafford County, Tazewell County,
52 Warren County, Washington County, Wise County, Wythe County, and York County may levy a
53 transient occupancy tax not to exceed five percent, and

54 2. *Unless otherwise provided in this article, any county that imposes a transient occupancy tax at a*
55 *rate greater than two percent shall, by ordinance, provide that (i) any excess from a rate over two*
56 *percent shall be designated and spent solely for such purpose as was authorized under this article prior*

57 to January 1, 2020, or (ii) if clause (i) is inapplicable, any excess from a rate over two percent but not
 58 exceeding five percent shall be designated and spent solely for tourism and travel, marketing of tourism
 59 or initiatives that, as determined after consultation with the local tourism industry organizations,
 60 including representatives of lodging properties located in the county, attract travelers to the locality,
 61 increase occupancy at lodging properties, and generate tourism revenues in the locality. Unless otherwise
 62 provided in this article, for any county that imposes a transient occupancy tax pursuant to this section
 63 or an additional transient occupancy tax pursuant to another provision of this article, any excess over
 64 five percent, combining the rates of all taxes imposed pursuant to this article, shall not be restricted in
 65 its use and may be spent in the same manner as general revenues. If any locality has enacted an
 66 additional transient occupancy tax pursuant to subsection C of § 58.1-3823, then the governing body of
 67 the locality shall be deemed to have complied with the requirement that it consult with local tourism
 68 industry organizations, including lodging properties. If there are no local tourism industry organizations
 69 in the locality, the governing body shall hold a public hearing prior to making any determination
 70 relating to how to attract travelers to the locality and generate tourism revenues in the locality.

71 B. The tax imposed hereunder shall not apply to rooms or spaces rented and continuously occupied
 72 by the same individual or same group of individuals for 30 or more days in hotels, motels, boarding
 73 houses, travel campgrounds, and other facilities offering guest rooms. In addition, that portion of any tax
 74 imposed hereunder in excess of two percent shall not apply to travel campgrounds in Stafford County.

75 C. Nothing herein contained shall affect any authority heretofore granted to any county, city or town
 76 to levy such a transient occupancy tax. The county tax limitations imposed pursuant to § 58.1-3711 shall
 77 apply to any tax levied under this section, mutatis mutandis.

78 D. Any county, city or town that requires local hotel and motel businesses, or any class thereof, to
 79 collect, account for and remit to such locality a local tax imposed on the consumer may allow such
 80 businesses a commission for such service in the form of a deduction from the tax remitted. Such
 81 commission shall be provided for by ordinance, which shall set the rate thereof at no less than three
 82 percent and not to exceed five percent of the amount of tax due and accounted for. No commission shall
 83 be allowed if the amount due was delinquent.

84 E. All transient occupancy tax collections shall be deemed to be held in trust for the county, city or
 85 town imposing the tax.

86 **§ 58.1-3823. (For contingent expiration date, see Acts 2018, c. 850) Additional transient**
 87 **occupancy tax for certain counties.**

88 A. In addition to such transient occupancy taxes as are authorized by §§ ~~58.1-3819 through~~
 89 ~~58.1-3821~~, Hanover County, Chesterfield County, and Henrico County may impose:

90 1. An additional transient occupancy tax not to exceed four percent of the amount of the charge for
 91 the occupancy of any room or space occupied. The tax imposed hereunder shall not apply to rooms or
 92 spaces rented and continuously occupied by the same individual or same group of individuals for 30 or
 93 more days. The revenues collected from the additional tax shall be designated and spent for promoting
 94 tourism, travel or business that generates tourism or travel in the Richmond metropolitan area; and

95 2. An additional transient occupancy tax not to exceed two percent of the amount of the charge for
 96 the occupancy of any room or space occupied. The tax imposed hereunder shall not apply to rooms or
 97 spaces rented and continuously occupied by the same individual or same group of individuals for 30 or
 98 more days. The revenues collected from the additional tax shall be designated and spent for expanding
 99 the Richmond Centre, a convention and exhibition facility in the City of Richmond.

100 3. An additional transient occupancy tax not to exceed one percent of the amount of the charge for
 101 the occupancy of any room or space occupied. The tax imposed hereunder shall not apply to rooms or
 102 spaces rented and continuously occupied by the same individual or group of individuals for 30 or more
 103 days. The revenues collected from the additional tax shall be designated and spent for the development
 104 and improvement of the Virginia Performing Arts Foundation's facilities in Richmond, for promoting the
 105 use of the Richmond Centre and for promoting tourism, travel or business that generates tourism and
 106 travel in the Richmond metropolitan area.

107 B. In addition to such transient occupancy taxes as are authorized by §§ ~~58.1-3819 through~~
 108 ~~58.1-3821~~, any Any county with the county manager plan of government may impose an additional
 109 transient occupancy tax not to exceed two percent of the amount of the charge for the occupancy of any
 110 room or space occupied, provided the county's governing body approves the construction of a county
 111 conference center. The tax imposed hereunder shall not apply to rooms or spaces rented and
 112 continuously occupied by the same individual or same group of individuals for 30 or more days. The
 113 revenues collected from the additional tax shall be designated and spent for the design, construction,
 114 debt payment, and operation of such conference center.

115 C. In addition to such transient occupancy taxes as are authorized by §§ ~~58.1-3819 through~~
 116 ~~58.1-3821~~, the The Counties of James City and York may impose an additional transient occupancy tax
 117 not to exceed \$2 per room per night for the occupancy of any overnight guest room. The tax imposed

118 by this subsection shall not apply to travel campground sites or to rooms or spaces rented and
 119 continuously occupied by the same individual or same group of individuals for 30 or more days. Of the
 120 revenues generated by the tax authorized by this subsection, one-half of the revenues generated from
 121 each night of occupancy of an overnight guest room shall be deposited into the Historic Triangle
 122 Marketing Fund, created pursuant to subdivision E 1 of § 58.1-603.2, and one-half of the revenues shall
 123 be retained by the locality in which the tax is imposed.

124 D. ~~In addition to such transient occupancy taxes as are authorized by §§ 58.1-3819 through~~
 125 ~~58.1-3822~~, Bedford County may impose an additional transient occupancy tax not to exceed two percent
 126 of the amount of the charge for the occupancy of any room or space occupied. The tax imposed
 127 hereunder shall not apply to rooms or spaces rented and continuously occupied by the same individual
 128 or same group of individuals for 30 or more days.

129 The revenues collected from the additional tax shall be designated and spent solely for tourism and
 130 travel; marketing of tourism; or initiatives that, as determined after consultation with local tourism
 131 industry organizations, including representatives of lodging properties located in the county, attract
 132 travelers to the locality, increase occupancy at lodging properties, and generate tourism revenues in the
 133 locality.

134 E. ~~In addition to such transient occupancy taxes as are authorized by §§ 58.1-3819 through~~
 135 ~~58.1-3822~~, Botetourt County may impose an additional transient occupancy tax not to exceed two
 136 percent of the amount of the charge for the occupancy of any room or space occupied. The tax imposed
 137 hereunder shall not apply to rooms or spaces rented and continuously occupied by the same individual
 138 or same group of individuals for 30 or more days.

139 The revenue generated and collected from the two percent tax rate increase shall be designated and
 140 expended solely for advertising the Roanoke metropolitan area as an overnight tourist destination by
 141 members of the Roanoke Valley Convention and Visitors Bureau. For purposes of this subsection,
 142 "advertising the Roanoke metropolitan area as an overnight tourism destination" means advertising that
 143 is intended to attract visitors from a sufficient distance so as to require an overnight stay.

144 F. The county tax limitations imposed pursuant to § 58.1-3711 shall apply to any tax levied under
 145 this section, *mutatis mutandis*.

146 G. *The authority to impose a tax pursuant to this section shall be in addition to the authority*
 147 *provided by the provisions of § 58.1-3819.*

148 **§ 58.1-3823. (For contingent effective date, see Acts 2018, c. 850) Additional transient occupancy**
 149 **tax for certain counties.**

150 A. ~~In addition to such transient occupancy taxes as are authorized by §§ 58.1-3819 through~~
 151 ~~58.1-3821~~, Hanover County, Chesterfield County and Henrico County may impose:

152 1. An additional transient occupancy tax not to exceed four percent of the amount of the charge for
 153 the occupancy of any room or space occupied. The tax imposed hereunder shall not apply to rooms or
 154 spaces rented and continuously occupied by the same individual or same group of individuals for 30 or
 155 more days. The revenues collected from the additional tax shall be designated and spent for promoting
 156 tourism, travel or business that generates tourism or travel in the Richmond metropolitan area; and

157 2. An additional transient occupancy tax not to exceed two percent of the amount of the charge for
 158 the occupancy of any room or space occupied. The tax imposed hereunder shall not apply to rooms or
 159 spaces rented and continuously occupied by the same individual or same group of individuals for 30 or
 160 more days. The revenues collected from the additional tax shall be designated and spent for expanding
 161 the Richmond Centre, a convention and exhibition facility in the City of Richmond.

162 3. An additional transient occupancy tax not to exceed one percent of the amount of the charge for
 163 the occupancy of any room or space occupied. The tax imposed hereunder shall not apply to rooms or
 164 spaces rented and continuously occupied by the same individual or group of individuals for 30 or more
 165 days. The revenues collected from the additional tax shall be designated and spent for the development
 166 and improvement of the Virginia Performing Arts Foundation's facilities in Richmond, for promoting the
 167 use of the Richmond Centre and for promoting tourism, travel or business that generates tourism and
 168 travel in the Richmond metropolitan area.

169 B. ~~In addition to such transient occupancy taxes as are authorized by §§ 58.1-3819 through~~
 170 ~~58.1-3821~~, any Any county with the county manager plan of government may impose an additional
 171 transient occupancy tax not to exceed two percent of the amount of the charge for the occupancy of any
 172 room or space occupied, provided the county's governing body approves the construction of a county
 173 conference center. The tax imposed hereunder shall not apply to rooms or spaces rented and
 174 continuously occupied by the same individual or same group of individuals for 30 or more days. The
 175 revenues collected from the additional tax shall be designated and spent for the design, construction,
 176 debt payment, and operation of such conference center.

177 C. 1. ~~In addition to such transient occupancy taxes as are authorized by §§ 58.1-3819 through~~
 178 ~~58.1-3821~~, the The Counties of James City and York may impose an additional transient occupancy tax

179 not to exceed \$2 per room per night for the occupancy of any overnight guest room. The revenues
180 collected from the additional tax shall be designated and expended solely for advertising the Historic
181 Triangle area, which includes all of the City of Williamsburg and the Counties of James City and York,
182 as an overnight tourism destination by the members of the Williamsburg Area Destination Marketing
183 Committee of the Greater Williamsburg Chamber and Tourism Alliance. The tax imposed by this
184 subsection shall not apply to travel campground sites or to rooms or spaces rented and continuously
185 occupied by the same individual or same group of individuals for 30 or more days.

186 2. The Williamsburg Area Destination Marketing Committee shall consist of the members as
187 provided herein. The governing bodies of the City of Williamsburg, the County of James City, and the
188 County of York shall each designate one of their members to serve as members of the Williamsburg
189 Area Destination Marketing Committee. These three members of the Committee shall have two votes
190 apiece. In no case shall a person who is a member of the Committee by virtue of the designation of a
191 local governing body be eligible to be selected a member of the Committee pursuant to subdivision a.

192 a. Further, one member of the Committee shall be selected by the Board of Directors of the
193 Williamsburg Hotel and Motel Association; one member of the Committee shall be from The Colonial
194 Williamsburg Foundation and shall be selected by the Foundation; one member of the Committee shall
195 be an employee of Busch Gardens Europe/Water Country USA and shall be selected by Busch Gardens
196 Europe/Water Country USA; one member of the Committee shall be from the Jamestown-Yorktown
197 Foundation and shall be selected by the Foundation; one member of the Committee shall be selected by
198 the Executive Committee of the Greater Williamsburg Chamber and Tourism Alliance; and one member
199 of the Committee shall be the President and Chief Executive Officer of the Virginia Tourism Authority
200 who shall serve ex officio. Each of these six members of the Committee shall have one vote apiece. The
201 President of the Greater Williamsburg Chamber and Tourism Alliance shall serve ex officio with
202 nonvoting privileges unless chosen by the Executive Committee of the Greater Williamsburg Chamber
203 and Tourism Alliance to serve as its voting representative. The Executive Director of the Williamsburg
204 Hotel and Motel Association shall serve ex officio with nonvoting privileges unless chosen by the Board
205 of Directors of the Williamsburg Hotel and Motel Association to serve as its voting representative.

206 In no case shall more than one person of the same local government, including the governing body
207 of the locality, serve as a member of the Committee at the same time.

208 If at any time a person who has been selected to the Committee by other than a local governing
209 body becomes or is (a) a member of the local governing body of the City of Williamsburg, the County
210 of James City, or the County of York, or (b) an employee of one of such local governments, the person
211 shall be ineligible to serve as a member of the Committee while a member of the local governing body
212 or an employee of one of such local governments. In such case, the body that selected the person to
213 serve as a member of the Commission shall promptly select another person to serve as a member of the
214 Committee.

215 3. The Williamsburg Area Destination Marketing Committee shall maintain all authorities granted by
216 this section. The Greater Williamsburg Chamber and Tourism Alliance shall serve as the fiscal agent for
217 the Williamsburg Area Destination Marketing Committee with specific responsibilities to be defined in a
218 contract between such two entities. The contract shall include provisions to reimburse the Greater
219 Williamsburg Chamber and Tourism Alliance for annual audits and any other agreed-upon expenditures.
220 The Williamsburg Area Destination Marketing Committee shall also contract with the Greater
221 Williamsburg Chamber and Tourism Alliance to provide administrative support services as the entities
222 shall mutually agree.

223 4. The provisions in subdivision 2 relating to the composition and voting powers of the Williamsburg
224 Area Destination Marketing Committee shall be a condition of the authority to impose the tax provided
225 herein.

226 For purposes of this subsection, "advertising the Historic Triangle area" as an overnight tourism
227 destination means advertising that is intended to attract visitors from a sufficient distance so as to
228 require an overnight stay of at least one night.

229 D. ~~In addition to such transient occupancy taxes as are authorized by §§ 58.1-3819 through~~
230 ~~58.1-3822~~, Bedford County may impose an additional transient occupancy tax not to exceed two percent
231 of the amount of the charge for the occupancy of any room or space occupied. The tax imposed
232 hereunder shall not apply to rooms or spaces rented and continuously occupied by the same individual
233 or same group of individuals for 30 or more days.

234 The revenues collected from the additional tax shall be designated and spent solely for tourism and
235 travel; marketing of tourism; or initiatives that, as determined after consultation with local tourism
236 industry organizations, including representatives of lodging properties located in the county, attract
237 travelers to the locality, increase occupancy at lodging properties, and generate tourism revenues in the
238 locality.

239 E. ~~In addition to such transient occupancy taxes as are authorized by §§ 58.1-3819 through~~

240 ~~58.1-3822~~, Botetourt County may impose an additional transient occupancy tax not to exceed two
 241 percent of the amount of the charge for the occupancy of any room or space occupied. The tax imposed
 242 hereunder shall not apply to rooms or spaces rented and continuously occupied by the same individual
 243 or same group of individuals for 30 or more days.

244 The revenue generated and collected from the two percent tax rate increase shall be designated and
 245 expended solely for advertising the Roanoke metropolitan area as an overnight tourist destination by
 246 members of the Roanoke Valley Convention and Visitors Bureau. For purposes of this subsection,
 247 "advertising the Roanoke metropolitan area as an overnight tourism destination" means advertising that
 248 is intended to attract visitors from a sufficient distance so as to require an overnight stay.

249 F. The county tax limitations imposed pursuant to § 58.1-3711 shall apply to any tax levied under
 250 this section, mutatis mutandis.

251 G. *The authority to impose a tax pursuant to this section shall be in addition to the authority*
 252 *provided by the provisions of § 58.1-3819.*

253 **§ 58.1-3825.3. Additional transient occupancy tax in Arlington County.**

254 In addition to ~~such~~ the transient occupancy taxes as are tax authorized by §§ § 58.1-3819 and
 255 ~~58.1-3820~~, beginning July 1, 2018, and ending July 1, 2021, Arlington County may impose an
 256 additional transient occupancy tax not to exceed one-fourth of one percent of the amount of the charge
 257 for the occupancy of any room or space occupied. The revenues collected from the additional tax shall
 258 be designated and spent for the purpose of promoting tourism and business travel in the county.

259 **§ 58.1-3830. Local cigarette taxes authorized; use of dual die or stamp to evidence payment.**

260 A. ~~No provision of Chapter 10 (§ 58.1-1000 et seq.) of this title shall be construed to deprive~~
 261 ~~counties, cities, and towns of the right~~ Any county, city, or town is authorized to levy taxes upon the
 262 sale or use of cigarettes, provided such county, city or town had such power prior to January 1, 1977.
 263 The governing body of any county, city, or town which that levies a cigarette tax and permits the use of
 264 meter impressions or stamps to evidence its payment may authorize an officer of the county, city, or
 265 town or joint enforcement authority to enter into an arrangement with the Department of Taxation under
 266 which a tobacco wholesaler who so desires may use a dual die or stamp to evidence the payment of
 267 both the county, city, or town tax, and the state tax, and the Department is hereby authorized to enter
 268 into such an arrangement. The procedure under such an arrangement shall be such as may be agreed
 269 upon by and between the authorized county, city, town or joint enforcement authority officer and the
 270 Department.

271 B. Any county cigarette tax imposed shall not apply within the limits of any town located in such
 272 county where such town now, or hereafter, imposes a town cigarette tax. However, if the governing
 273 body of any such town shall provide that a county cigarette tax, as well as the town cigarette tax, shall
 274 apply within the limits of such town, then such cigarette tax may be imposed by the county within such
 275 town.

276 C. *The maximum tax rate imposed by a locality on cigarettes pursuant to the provisions of this*
 277 *section shall be as follows:*

278 1. *If such locality is (i) a city or town that, on January 1, 2020, had in effect a rate not exceeding*
 279 *two cents (\$0.02) per cigarette sold or (ii) a county, then the maximum rate shall be two cents (\$0.02)*
 280 *per cigarette sold.*

281 2. *If such locality is a city or town that, on January 1, 2020, had in effect a rate exceeding two*
 282 *cents (\$0.02) per cigarette sold, then the maximum rate shall be the rate in effect on January 1, 2020.*

283 **§ 58.1-3833. County food and beverage tax.**

284 A. 1. Any county is hereby authorized to levy a tax on food and beverages sold, for human
 285 consumption, by a restaurant, as such term is defined in § 35.1-1, not to exceed ~~four~~ six percent of the
 286 amount charged for such food and beverages. Such tax shall not be levied on food and beverages sold
 287 through vending machines or by (i) boardinghouses that do not accommodate transients; (ii) cafeterias
 288 operated by industrial plants for employees only; (iii) restaurants to their employees as part of their
 289 compensation when no charge is made to the employee; (iv) volunteer fire departments and volunteer
 290 emergency medical services agencies; nonprofit churches or other religious bodies; or educational,
 291 charitable, fraternal, or benevolent organizations the first three times per calendar year and, beginning
 292 with the fourth time, on the first \$100,000 of gross receipts per calendar year from sales of food and
 293 beverages (excluding gross receipts from the first three times), as a fundraising activity, the gross
 294 proceeds of which are to be used by such church, religious body or organization exclusively for
 295 nonprofit educational, charitable, benevolent, or religious purposes; (v) churches that serve meals for
 296 their members as a regular part of their religious observances; (vi) public or private elementary or
 297 secondary schools or institutions of higher education to their students or employees; (vii) hospitals,
 298 medical clinics, convalescent homes, nursing homes, or other extended care facilities to patients or
 299 residents thereof; (viii) day care centers; (ix) homes for the aged, infirm, handicapped, battered women,
 300 narcotic addicts, or alcoholics; or (x) age-restricted apartment complexes or residences with restaurants,

301 not open to the public, where meals are served and fees are charged for such food and beverages and
 302 are included in rental fees. Also, the tax shall not be levied on food and beverages: (a) when used or
 303 consumed and paid for by the Commonwealth, any political subdivision of the Commonwealth, or the
 304 United States; or (b) provided by a public or private nonprofit charitable organization or establishment
 305 to elderly, infirm, blind, handicapped, or needy persons in their homes, or at central locations; or (c)
 306 provided by private establishments that contract with the appropriate agency of the Commonwealth to
 307 offer food, food products, or beverages for immediate consumption at concession prices to elderly,
 308 infirm, blind, handicapped, or needy persons in their homes or at central locations.

309 2. Grocery stores and convenience stores selling prepared foods ready for human consumption at a
 310 delicatessen counter shall be subject to the tax, for that portion of the grocery store or convenience store
 311 selling such items.

312 3. This tax shall be levied only if the tax is approved in a referendum within the county which shall
 313 be held in accordance with ~~§ 24.2-684~~ and initiated either by a resolution of the board of supervisors or
 314 on the filing of a petition signed by a number of registered voters of the county equal in number to 10
 315 percent of the number of voters registered in the county, as appropriate on January 1 of the year in
 316 which the petition is filed with the court of such county. However, no referendum initiated by a
 317 resolution of the board of supervisors shall be authorized in a county in the three calendar years
 318 subsequent to the electoral defeat of any referendum held pursuant to this section in such county. The
 319 clerk of the circuit court shall publish notice of the election in a newspaper of general circulation in the
 320 county once a week for three consecutive weeks prior to the election. If the voters affirm the levy of a
 321 local meals tax, the tax shall be effective in an amount and on such terms as the governing body may
 322 by ordinance prescribe. If such resolution of the board of supervisors or such petition states for what
 323 projects and/or purposes the revenues collected from the tax are to be used, then the question on the
 324 ballot for the referendum shall include language stating for what projects and/or purposes the revenues
 325 collected from the tax are to be used.

326 4. Any referendum held for the purpose of approving a county food and beverage tax pursuant to
 327 this section shall, in the language of the ballot question presented to voters, contain the following text in
 328 a paragraph unto itself: "If this food and beverage tax is adopted and a maximum tax rate of four
 329 percent is imposed, then the total tax imposed on all prepared food and beverage shall be ..." followed
 330 by the total, expressed as a percentage, of all existing ad valorem taxes applicable to the transaction
 331 added to the four percent county food and beverage tax to be approved by the referendum.

332 5. Notwithstanding any other provision of this section, if a county that has not imposed a county
 333 food and beverage tax adopts an ordinance or resolution pursuant to subdivision 1 of § 15.2-2607
 334 providing for the payment of the principal and premium, if any, and interest on bonds issued in
 335 accordance with the Public Finance Act (~~§ 15.2-2600 et seq.~~) from revenue collected from a county food
 336 and beverage tax, then the ballot may provide, as a single question:

337 a. The purpose or purposes of the bonds to be issued;

338 b. The estimated maximum amount of such bonds proposed in the notice required in subsection A of
 339 ~~§ 15.2-2606~~;

340 c. The request for approval by the voters of a county food and beverage tax authorized and levied in
 341 accordance with subdivision 3;

342 d. The language required to be included in the ballot question as set forth in subdivision 4; and

343 e. An explanation that the bonds shall be issued only if the county food and beverage tax is
 344 approved in the referendum.

345 Any referendum placed on the ballot pursuant to this subdivision 5 shall be submitted according to
 346 the procedures specified in ~~§ 24.2-684~~.

347 The term "beverage" as set forth herein shall mean alcoholic beverages as defined in § 4.1-100 and
 348 nonalcoholic beverages served as part of a meal. The tax shall be in addition to the sales tax currently
 349 imposed by the county pursuant to the authority of Chapter 6 (§ 58.1-600 et seq.). Collection of such tax
 350 shall be in a manner prescribed by the governing body.

351 B. Notwithstanding the provisions of subsection A, Roanoke County, Rockbridge County, Frederick
 352 County, Arlington County, and Montgomery County are hereby authorized to levy a tax on food and
 353 beverages sold for human consumption by a restaurant, as such term is defined in ~~§ 35.1-1~~ and as
 354 modified in subsection A and subject to the same exemptions, not to exceed four percent of the amount
 355 charged for such food and beverages, provided that the governing body of the respective county holds a
 356 public hearing before adopting a local food and beverage tax, and the governing body by unanimous
 357 vote adopts such tax by local ordinance. The tax shall be effective in an amount and on such terms as
 358 the governing body may by ordinance prescribe.

359 C. B. Nothing herein contained shall affect any authority heretofore granted to any county, city, or
 360 town to levy a meals tax. The county tax limitations imposed pursuant to § 58.1-3711 shall apply to any
 361 tax levied under this section, mutatis mutandis. All food and beverage tax collections and all meals tax

362 collections shall be deemed to be held in trust for the county, city, or town imposing the applicable tax.
 363 The wrongful and fraudulent use of such collections other than remittance of the same as provided by
 364 law shall constitute embezzlement pursuant to § 18.2-111.

365 ~~D. No county which has heretofore adopted an ordinance pursuant to subsection A shall be required~~
 366 ~~to submit an amendment to its meals tax ordinance to the voters in a referendum.~~

367 ~~E. C.~~ Notwithstanding any other provision of this section, no locality shall levy any tax under this
 368 section upon (i) that portion of the amount paid by the purchaser as a discretionary gratuity in addition
 369 to the sales price; (ii) that portion of the amount paid by the purchaser as a mandatory gratuity or
 370 service charge added by the restaurant in addition to the sales price, but only to the extent that such
 371 mandatory gratuity or service charge does not exceed 20 percent of the sales price; or (iii) alcoholic
 372 beverages sold in factory sealed containers and purchased for off-premises consumption or food
 373 purchased for human consumption as "food" is defined in the Food Stamp Act of 1977, 7 U.S.C.
 374 § 2012, as amended, and federal regulations adopted pursuant to that act, except for the following items:
 375 sandwiches, salad bar items sold from a salad bar, prepackaged single-serving salads consisting primarily
 376 of an assortment of vegetables, and nonfactory sealed beverages.

377 **§ 58.1-3834. Apportionment of food and beverage or meals tax.**

378 In any case where a business is located partially within two or more local jurisdictions by reason of
 379 the boundary line between the local jurisdictions passing through such place of business, and one or
 380 more of the local jurisdictions imposes the food and beverage or meals tax, the tax rate shall be
 381 computed by applying the apportionment formula in § 58.1-3709 to the food and beverage or meals tax
 382 rate of each applicable local jurisdiction. Such apportioned rate shall be rounded to the nearest one-half
 383 percent; ~~provided, the total tax rate shall not exceed the rate authorized in § 58.1-3833.~~

384 **§ 58.1-3840. Certain excise taxes permitted.**

385 A. The provisions of Chapter 6 (§ 58.1-600 et seq.) to the contrary notwithstanding, any city or town
 386 having general taxing powers established by charter pursuant to or consistent with the provisions of
 387 § 15.2-1104 *and, to the extent authorized in this chapter, any county* may impose excise taxes on
 388 cigarettes, admissions, transient room rentals, meals, and travel campgrounds. No such taxes on meals
 389 may be imposed on (i) that portion of the amount paid by the purchaser as a discretionary gratuity in
 390 addition to the sales price of the meal; (ii) that portion of the amount paid by the purchaser as a
 391 mandatory gratuity or service charge added by the restaurant in addition to the sales price of the meal,
 392 but only to the extent that such mandatory gratuity or service charge does not exceed 20 percent of the
 393 sales price; or (iii) food and beverages sold through vending machines or on any tangible personal
 394 property purchased with food coupons issued by the United States Department of Agriculture under the
 395 Food Stamp Program or drafts issued through the Virginia Special Supplemental Food Program for
 396 Women, Infants, and Children. No such taxes on meals may be imposed when sold or provided by (a)
 397 restaurants, as such term is defined in § 35.1-1, to their employees as part of their compensation when
 398 no charge is made to the employee; (b) volunteer fire departments and volunteer emergency medical
 399 services agencies; nonprofit churches or other religious bodies; or educational, charitable, fraternal, or
 400 benevolent organizations, the first three times per calendar year and, beginning with the fourth time, on
 401 the first \$100,000 of gross receipts per calendar year from sales of meals (excluding gross receipts from
 402 the first three times), as a fundraising activity, the gross proceeds of which are to be used by such
 403 church, religious body or organization exclusively for nonprofit educational, charitable, benevolent, or
 404 religious purposes; (c) churches that serve meals for their members as a regular part of their religious
 405 observances; (d) public or private elementary or secondary schools or institutions of higher education to
 406 their students or employees; (e) hospitals, medical clinics, convalescent homes, nursing homes, or other
 407 extended care facilities to patients or residents thereof; (f) day care centers; (g) homes for the aged,
 408 infirm, handicapped, battered women, narcotic addicts, or alcoholics; or (h) age-restricted apartment
 409 complexes or residences with restaurants, not open to the public, where meals are served and fees are
 410 charged for such food and beverages and are included in rental fees.

411 Also, the tax shall not be levied on meals: (1) when used or consumed and paid for by the
 412 Commonwealth, any political subdivision of the Commonwealth, or the United States; (2) provided by a
 413 public or private nonprofit charitable organization or establishment to elderly, infirm, blind, handicapped,
 414 or needy persons in their homes, or at central locations; or (3) provided by private establishments that
 415 contract with the appropriate agency of the Commonwealth to offer food, food products, or beverages
 416 for immediate consumption at concession prices to elderly, infirm, blind, handicapped, or needy persons
 417 in their homes or at central locations.

418 In addition, as set forth in § 51.5-98, no blind person operating a vending stand or other business
 419 enterprise under the jurisdiction of the Department for the Blind and Vision Impaired and located on
 420 property acquired and used by the United States for any military or naval purpose shall be required to
 421 collect and remit meals taxes.

422 B. Notwithstanding any other provision of this section, no city or town shall levy any tax under this

423 section upon alcoholic beverages sold in factory sealed containers and purchased for off-premises
424 consumption or food purchased for human consumption as "food" is defined in the Food Stamp Act of
425 1977, 7 U.S.C. § 2012, as amended, and federal regulations adopted pursuant to that act, except for the
426 following items: sandwiches, salad bar items sold from a salad bar, prepackaged single-serving salads
427 consisting primarily of an assortment of vegetables, and nonfactory sealed beverages.

428 C. Any city or town that is authorized to levy a tax on admissions may levy the tax on admissions
429 paid for any event held at facilities that are not owned by the city or town at a lower rate than the rate
430 levied on admissions paid for any event held at its city- or town-owned civic centers, stadiums, and
431 amphitheaters.

432 D. [Expired.]

433 2. That §§ 58.1-3818.01, 58.1-3818.03, 58.1-3818.04, 58.1-3820, 58.1-3821, and 58.1-3831 of the Code
434 of Virginia are repealed.

435 3. That the provisions of this act amending § 58.1-3830 shall become effective on July 1, 2021.

436 4. That notwithstanding the provisions of this act, no county that held a referendum pursuant to
437 § 58.1-3833 of the Code of Virginia prior to July 1, 2020, that was defeated may impose a tax
438 pursuant to § 58.1-3833 of the Code of Virginia until six years after the date of such referendum,
439 unless a successful referendum was held after the defeated referendum and before July 1, 2020.

440 5. That the Division of Legislative Services (the Division) shall convene a work group of
441 stakeholders to identify and make recommendations as to other amendments necessary, including
442 repealing obsolete provisions and making technical amendments to existing provisions, to the Code
443 of Virginia to effectuate the provisions of this act. The Division also shall identify the different
444 legal authorities and requirements that apply to cities and counties that are not related to taxation,
445 including those related to the provision of local services and related to sovereign immunity. The
446 Division shall submit a summary of its recommendations and a draft of any recommended changes
447 to the Chairmen of the House Committees on Appropriations and Finance and the Senate
448 Committee on Finance and Appropriations no later than October 31, 2020.

449 6. That the Department of Taxation (the Department) shall convene a work group of stakeholders
450 to identify and make recommendations for (i) modernizing the process for using stamps to certify
451 that tax has been paid on cigarettes and (ii) unifying the stamping process so that it is
452 administered solely by the Department of Taxation. The Department shall submit a summary of its
453 recommendations, including any proposed amendments to the Code of Virginia, to the Chairmen
454 of the House Committees on Appropriations and Finance and the Senate Committee on Finance
455 and Appropriations no later than October 31, 2020.



Franklin County

A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> <i>Short Term Rentals</i></p> <p><u>SUBJECT/PROPOSAL/REQUEST</u> <i>Discussion of potential additional restrictions on short term rentals</i></p> <p><u>STRATEGIC PLAN FOCUS AREA:</u></p> <p><input checked="" type="checkbox"/> <i>Economic Development</i> <input checked="" type="checkbox"/> <i>Financial Stability</i> <input type="checkbox"/> <i>Infrastructure</i> <input type="checkbox"/> <i>Lifelong Learning</i> <input checked="" type="checkbox"/> <i>Managed Growth</i> <input checked="" type="checkbox"/> <i>Public Safety</i> <input type="checkbox"/> <i>Operational Effectiveness</i></p>	<p><u>AGENDA DATE:</u> April 21, 2020</p> <p><u>ACTION:</u> <i>No</i></p> <p><u>INFORMATION:</u></p> <p><u>ATTACHMENTS:</u> <i>Yes</i></p> <p><u>CONSENT AGENDA:</u> <i>No</i></p> <p><u>STAFF CONTACT(S):</u> <i>Steven Sandy</i></p> <p><u>REVIEWED BY:</u> <i>Chris Whitlow, County Administrator</i> </p>
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BACKGROUND:

On February 18, 2020, the Planning Commission and Board of Supervisors held a joint work session to discuss issues related to short-term rentals. Concerns that were raised included safety, enforcement, compliance, taxation, and zoning regulations.

During the Board of Supervisor’s regular scheduled meeting on March 17, 2020, the Board instructed staff to move forward on these items.

- Developing a short-term rental registry with annual application fee.
- Methods to improve safety in structures currently used as short-term rentals.
- Acquiring services of a 3rd party vendor to monitor and track short term rentals.
- Increased fines for non-compliance
- Uniform regulations for short term rentals in the zoned and non-zoned areas.
- Lobbying the Virginia General Assembly to allow Franklin County to access an additional 2% transient occupancy tax.

In addition, Supervisor Smith asked that staff consider what additional restrictions might be proposed in zoned areas to allow for more oversight. In particular, she expressed a desire to discuss possibly requiring all short-term rentals in zoned areas of the County to obtain a special use permit.

DISCUSSION:

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

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

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

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

RECOMMENDATION:

Planning staff respectively requests the Board of Supervisors provide discussion and offer any guidance regarding short-term rental zoning regulations and possible amendments as noted above.

An Overflight of The Water's Edge A "Residential Planned Use Development" Community

The Fallacy of the "One Size Fits All" Franklin County Short Term Rental "Permitted Use" Provision

The Water's Edge development is a lakefront golf course community in Penhook zoned Residential Planned Use Development (RPD) under the Franklin County Zoning Ordinances. It is representative of the many lake-area RPD-zoned residential communities in Franklin County.

Under its zoning, The Water's Edge and many of its fellow RPD communities are unduly burdened by the RPD "Permitted Use" – a "One Size Fits All" – provision allowing Short Term Tourist Rentals (STTR) as a "matter of right" and without any appraisal of the impact to the community and its taxpaying property owners.

The "By Right"/automatic approvals in the RPDs starkly contrasts the individually considered and due diligence-based approach used in assessing STTRs in areas and communities zoned A-1 (Agricultural) under the Special Use Permit (SUP) process. Although the STTR application data elements required and collected by the Planning Department are the same for both RPD and A-1 communities, its staff performs due diligence inquiries only for A-1 zoned properties and uses consideration criteria that is denied RPD property owners, e.g. lot size/density, building setbacks, proximity of houses, landscaping and buffers between neighboring properties. In fact, the Planning Department has recommended – and the Planning Commission concurred – disapproving STTR applications in A-1 zoned areas based on such property observations that are virtually the same as in The Water's Edge!

Another, and an extremely significant consideration factor denied RPD property owners, is the "public comment" opportunity afforded communities, HOAs & POAs, neighboring property owners, and concerned citizens during the SUP hearings before the Planning Commission and Board of Supervisors. The Planning Department and the Commission have likewise disapproved STTR applications in A-1 zoned areas as the result of public outcry in opposition to proposed STTRs. Once again, The Water's Edge and its fellow RPD communities are denied this very basic opportunity "to be heard."

The following photographs provide an excellent representational overview of the varied properties in The Water's Edge, all of which are "by right" approved for use as an STTR. Note that some are clearly suitable for approval as an STTR while others are clearly not suitable; some would clearly benefit from the due diligence approach of the SUP process to provide the "clearest picture" of a property's suitability for STTR approval.

With "all things considered," there appears to be no valid/justifiable reason or purpose to maintain the "Permitted Use" provision for STTRs in RPDs or PCDs. The SUP process clearly provides the optimum collection and consideration vehicle for the County STTR program.



Imagery ©2020 Commonwealth of Virginia, Maxar Technologies, Map data ©2020 50 ft



TWE properties that WOULD be approved under the “permitted use” provision as a STR and also WOULD be logically considered for approval under the SUP due diligence process criteria (isolation & landscaping buffers)



TWE properties that WOULD be approved under the “permitted use” provision as a STR but WOULD NOT be logically considered for approval under SUP due diligence process criteria (proximity of residences/lack of landscaping buffers)



Imagery ©2020 Commonwealth of Virginia, Maxar Technologies, Map data ©2020 50 ft

TWE properties that WOULD be approved under the “permitted use” provision as an STR but also COULD be logically considered for either approval or disapproval via the SUP process.

This area, with a wooded & undeveloped lot, clearly demonstrates why the “one size fits all” premise is flawed and begs the need for universal STR due diligence inspections and termed approval periods. In this instance, an application for an STR in this area would certainly benefit from public comments made by neighbors as well as an HOA endorsement though, as presently developed, approval could be made without much “nuisance potential” to neighboring properties. However, if the wooded property was sold, and/or a residence built, an expiring term (as suggested) of the initial STR approval would ultimately require a second due diligence inspection that would then properly consider the changes to the area.



Imagery ©2020 Commonwealth of Virginia, Maxar Technologies, Map data ©2020 50 ft

TWE properties that WOULD be approved under the “permitted use” provision as a STR but typically WOULD NOT be logically considered for approval under SUP due diligence process criteria (density, proximities, & lack of natural or landscaping buffers) HOWEVER, uppermost left corner house is current – fully compliant & without issue – STR (strongly suggests need & benefit of public (neighbor/HOA/POA) comment input and due diligence effort & criteria utilized under the SUP process)

Water's Edge Homeowners Association
P. O. Box 314
Penhook, Virginia 24137

March 9, 2020

Earl Webb
Chairman, Franklin County Planning Commission
1255 Franklin Street, Suite 103
Rocky Mount, VA 24151

Leland Mitchell
Chairman, Franklin County Board of Supervisors
1255 Franklin Street, Suite 112
Rocky Mount, VA 24151

Chairmen Webb and Mitchell,

The Water's Edge Homeowners' Association (WEHOA) applauds the Commission's and the Board's decision last month to pursue efforts to strengthen the County's ability to enforce its Short Term Tourist Rental (STTR) regulations, namely the creation of a registry of existing STTRs, compelling STTR applicants to file a "Certificate of Compliance," and most importantly, to increase the fine and penalty as a deterrent for non-compliance. These initial steps represent the County's nascent commitment to an STTR program that can be properly supervised and regulated; the WEHOA fully supports this effort, will monitor its progress, and offers whatever assistance possible to bring these initiatives to fruition.

A major question looming for our association as the debate continues regarding STTRs in Franklin County is: What are the County's current goals, objectives, and expectations for its STTR program? Revenue generation? Constituent satisfaction? Comprehensive planning enhancement? Clearly defined program objectives and milestones are necessary for its success.

As a logical adjunct to the County's efforts to modernize and optimize its STTR program, the WEHOA proposes that the Franklin County Code of Ordinances (Sections 25-294/295 and 25-391/392) be amended to eliminate the "Permitted Use" provision for STTR approval in districts zoned RPD and PCD and replace it with the "Special Use Permit" provision (exhibit 1).

This amendment will correct the *blatant and injurious inequity* existing in the County's current approval process and provide a due diligence process which utilizes the same evaluative criteria for all properties under STTR consideration in the County. It likewise will protect the property rights and values of all Franklin County taxpaying property owners. For whatever reasoning led Franklin County officials to establish the "Permitted Use" (or "By Right") provision, over time it has become increasingly evident that the "One Size Fits All" approval process in the RPD and PCD zoning districts does not adequately address its property owner and community needs and concerns. Interestingly, the evaluative inequity between the SUP vs. "Permitted Use" STTRs is most clearly demonstrated by the Planning Department's own generic approval threshold:

"...that areas around the lake that are developed with single-family detached homes, with low residential densities of 1 to 2 units per acre are generally NOT appropriate for STTRs...In cases where such low-density neighborhoods are zoned A-1, staff generally would not recommend the inclusion of STTRs through the SUP process."

The neighborhood described in the staff's recommended denial above is exactly the same as in The Water's Edge and which is likely representative of many of the lakefront RPD-zoned communities. Exhibit 2 provides several examples of properties within The Water's Edge community and clearly suggests how the "One Size Fits All" application of the "Permitted Use" provision is fatally flawed.

To offset potential workload impacts to the County's Planning Department, as well as to improve the continuous evaluation of County STTRs, the WEHOA suggests the Commission consider establishing STTR application fees, of which all or a portion thereof, can be allocated to the Planning Department to offset the costs of its due diligence evaluations along with monies recovered from increased fines for non-compliance; establishing "termed approvals" (e.g. 2-/3-year terms) periods requiring renewed approval; requiring community HOA/POA endorsement/non-endorsement, as appropriate, on the Certificate of Compliance; and utilizing county-certified HOA/POA volunteers to perform due diligence tasking for neighborhood properties seeking STTR approval. Exhibit 3 is an outline of the WEHOA's STTR program concerns, its desired actions, and its recommended improvements.

We thank you for the opportunity to address the Commission and the Board regarding the County's STTR program. We believe our proposed County Code amendment serves the best interests of the taxpaying property owners and residents of Franklin County and reflects a "good government initiative" by the County Government.

Sincerely,



Clark Childers
President, The Water's Edge Homeowners' Association

Exhibits

- (1) Proposed County Code Amendment
- (2) "An Overflight of The Water's Edge"
- (3) Outline – Short Term Rentals Issues in Franklin County

CC:

Franklin County Planning Commissioners
Franklin County District Supervisors
Mr. Christopher Whitlow, Interim Franklin County Administrator
Ms. Hannah Powell, Planning Commission Clerk
Ms. Madeline Sefcik, Board of Supervisors Clerk

The Water's Edge Homeowners' Association
Proposed Amendment to the Franklin County, Virginia
Code of Ordinances

Purpose: Eliminate “Permitted Use” provision for “Short Term Tourist Rental of Dwelling” in the Residential Planned Unit Development (RPD) (Section 25-294) and Planned Commercial Development (PCD) (Section 25-391) Districts.

Insert “Short Term Tourist Rental of Dwelling” under the Special Use Permit provisions in the Residential Planned Unit Development (RPD) (Section 25-295) and Planned Commercial Development (PCD) (Section 25-392) Districts.

Franklin County, Virginia – Code of Ordinances

Chapter 25 – Zoning

Division 7. – Residential Planned Unit Development District (RPD)

Section 25-294 – Permitted Uses

Within the Residential Planned Unit Development District (RPD), the following uses are permitted:

Accessory Uses.

Apartment Houses....(et seq)

Playgrounds.

Private docks, piers, and boat houses....(et seq)

Security man's house.

Short-term tourist rental of dwelling. [PROPOSED – DELETE PROVISION]

Signs.

Temporary construction facilities, subject to requirements of section 25-129....(et seq)

Water systems.

Section 25-295 – Special use permits.

The following uses shall be permitted only by special use permits approved by the Franklin County Board of Supervisors:

Emergency services facilities – Fire, rescue.

Marinas....(et seq)

Public utilities – Structures, towers.

Short-term tourist rental of dwelling. [PROPOSED – ADD PROVISION]

Schools (public and private).

Stables (private).

Division 12. – Planned Commercial Development District (RPD)

Section 25-391 – Permitted Uses

Within the PCD district the following uses shall be permitted by right. However, no use shall be permitted except in conformity with the concept approved by the board of supervisors:

- All uses permitted in section 25-335. Permitted Uses of the B-2, General Business District.
- Boat docks.
- Community docks.
- Roads, streets, rights of way, easements, except private roads or streets which require a special use permit (see 25-392 below).
- *Short-term tourist rental of a dwelling.* [PROPOSED – DELETE PROVISION]

Section 25-392 – Special use permits.

The following uses shall be permitted only when shown on the concept plan for the project and when approved by special use permit approved by the board of supervisors:

- All those uses listed in section 25-336. Uses Permitted by Special Use Permit in the B-2, General Business District.
- Dwellings, single-family detached.
- Dwellings, attached.
- Multi-family dwellings.
- Private street or road (see section 25-396).
- *Short-term tourist rental of dwelling.* [PROPOSED – ADD PROVISION]
- Townhouses.
- Warehouses and distribution centers.

SHORT-TERM RENTALS
RECOMMENDATIONS FROM LORIE M. SMITH
BOARD OF SUPERVISORS MEETING
TUESDAY, MARCH 17, 2020

After an exhaustive review of Planning Commission and Board of Supervisor discussion in 2015, discussions from the 2020 joint work session of the Planning Commission and Board of Supervisors and finally, constituency feedback, I propose the following:

FRANKLIN COUNTY CODE

I propose changes to the following sections as follows:

Chapter 25 Zoning: Section 25-294 Permitted Uses - Residential Planned Unit Development District (RPD)

Delete 'Short-term tourist rental of dwelling'

Chapter 25 Zoning: Section 25-295 Special Use Permits - Residential Planned Unit Development District (RPD)

Add 'Short-term tourist rental of dwelling'

Chapter 25 Zoning: Section 25-391 Permitted Uses - Planned Commercial Development District (PCD)

Delete 'Short-term tourist rental of a dwelling'

Chapter 25 Zoning: Section 25-392 - Permitted Uses - Planned Commercial Development District (PCD)

Add 'Short-term tourist rental of dwelling'

Rationale

****Permitted uses'** require no action or due diligence.

****Special use permits'** allow for:

- a. Fully vetted application by staff
- b. Fully vetted application by the Planning Commission with a site visit
- c. Allows for public hearings at the Planning Commission & Board of Supervisors

- d. Taxpayers in residential neighborhoods deserve fully vetted applications

ENFORCEMENT/FEE CONSIDERATIONS

I support:

- a. Development of a short-term rental registry with annual application fee of \$100 (open for debate)

Non-compliance: \$500 fine for failing to register
- b. Improving safety in short-term rentals (see staff memo 2/28/20)
- c. Acquire services of third-party vendor to monitor & track STR's
- d. Increase fines for non-compliance
 - 1) Civil Penalty - \$500 - first violation (open to debate)
\$2500 - subsequent violations (open to debate)
- e. Uniform regulations in zoned and non-zoned areas
(Under consideration by Planning & County Attorney)
- f. Implement an additional 2% transient occupancy tax (current 5% to 7%) - Need to ask Delegate Poindexter or Delegate Byron to carry legislation in 2021 session

Note: This increase will help to offset costs of implementing tracking, registering, etc.

As the Gills Creek Supervisor, I represent a major portion of STR's, in addition to those areas who currently may avail themselves to STR's. I have had a steady stream of constituent feedback, inclusive of not only my district but the Union Hall district, as well. I seek to represent my constituency's desires as their elected official.

Short-term rentals offer residential property owners the opportunity to seek 'other uses' within the confines of County Ordinances. I do not begrudge this. I do, however, strongly believe that the BOS should tighten our Ordinances in RPD and PCD areas to protect those neighborhoods from unvetted STR use. We do this in A-1. It begs the question as to why we would not require SUP due diligence in

neighborhood settings. I further submit that our RPD and PCD areas are prejudiced from staff due diligence and public hearings.

To be noted, I remain supportive of STR restriction in R1.

Further, developing an identified structure of STR's and implementing registration fees in addition to fines commensurate with abuse of County Ordinances, will provide an enhanced revenue stream to support the program itself in addition to any general fund unrestricted revenues that may added over time.

I believe that many buy their homes in Franklin County to take advantage of the peace and serenity that exists here. STR's also have adverse impacts on property values over time. If we are, in fact, even having this conversation due to what is deemed as 'lost revenue', staff has demonstrated an ability to create a revenue stream.

I, therefore, respectfully request strong consideration of my recommendations herein.

Respectfully submitted,
Lorie M. Smith

The WEHOA Assessment

Short Term Rentals (STR) Issues in Franklin County

1. What are County Goals & Objectives for STRs?
 - a. Revenue Generation?
 - b. Constituent Satisfaction?
 - c. Comprehensive Plan Enhancements?
2. County is presently **ILL PREPARED** to regulate STR program in county!
 - a. Understaffed/Under Resourced/Lacking Programmatic Direction.
 - b. County Code lacks sufficient enforcement tools to provide necessary oversight.
 - i. Recent joint PC/BOS meeting identified enforcement shortfalls, e.g. sufficient penalty/fine for non-compliance; compliance certificate requirement; STR registry. Items under consideration are **PROMISING** but **REQUIRE** PC/BOS follow through!
 - ii. Suggest pursuit of forensic auditor at Commissioner of Revenue for proactive pursuit of non-compliant STRs.
3. Exercise of County (Planning & Community Development Department ((Planning)) Due Diligence Efforts WRT STR Approvals/Disapprovals.
 - a. Within the zoned areas of Franklin County, STRs are allowed in zoning districts A-1, RPD, and PCD.
 - i. RPD/PCD Districts - STRs are a "Permitted Use" or permitted "By Right." As such, upon filing a Certificate of Compliance with Planning Department, STR is approved.
 1. **NO DUE DILIGENCE** for approval is required nor conducted.
 - ii. A-1 District – STRs require application for a Special Use Permit (SUP) for consideration by PC and subsequently by BOS.
 1. Planning Department conducts **FULL DUE DILIGENCE** complete with site visits.
 2. PC, and subsequently the BOS hears **PUBLIC COMMENT** on the proposed SUP by interested parties.
 - iii. STR Certificate of Compliance data elements collected by the County approval consideration are the **SAME** for both "Permitted Use" and SUP applications.

1. Application/Use of the collected data is DIFFERENT.
 - a. "Permitted Use" – NO ACTION TAKEN/IGNORED.
 - b. SUP – FULLY EXPLORED via Due Diligence efforts.
- iv. Rationale for "Permitted Use" provision is OUTDATED and REQUIRES reassessment of reasoning.
 1. SUP process provides FAIRER and fully TRANSPARENT assessment.
 2. INEQUITABLE assessment of RPD/PCD and A-1 properties promotes UNJUST, UNFAIR, and DISCRIMINATORY due process of county regulatory practices.
 - a. RPD/PCD property owners DENIED considerations (lot size, proximity of properties, landscaping and natural buffers; neighborhood input) afforded A-1 property owners due to disparate practices.
 - b. A-1 STR submissions have been denied for reasons typically present – but unchecked – in RPD/PCD communities.
- v. There is NO apparent enhancement gained or value added to County or to property owners as result of dual track STR approval system.
 1. Absent any enhancement/value to County and/or property owners, only LOGICAL decision is to AMEND County Code "Permitted Use" provision and replace with SUP-driven process.
 - a. Offers TRANSPARENCY in approval process and provides a fully EQUITABLE/NON-DISCRIMINATORY STR consideration platform.
4. Issues/Considerations for Single STR Approval Process via SUP.
 - a. Potential workload impact to County Planning Department Staff
 - i. Current STR inventory (~97) does not suggest insurmountable work increase.
 - ii. A County-approved, County-revenue generating program (as is STR program) DEMANDS full County oversight & regulation.
 - iii. Taxpaying County property owners deserve full Planning Department effort.

- iv. Senior County managers enjoy flexibility to prioritize work efforts.
 - 1. Suggest BOS resource a full-time Zoning Inspector for Planning Department
 - 2. Consider prioritization of STRs against other Planning programs, e.g. Village Planning
 - a. Village Plans are drafted, generate significant public comment, considered & approved; NO follow up Village Plan execution (e.g. Union Hall, Westlake, & Ferrum).
 - v. Establish STR application fee to offset all or part of Planning Department costs associated with SUP due diligence examinations.
 - vi. Earmark a percentage of transient & business tax revenue to Planning Department to sustain STR (& Zoning) operations.
 - vii. Establish a TBD (2- or 3-year) term period of STR approval.
 - 1. Re-application requires add'l due diligence examination.
 - a. Provides full transparency of STR property history.
 - i. Considers prior STR compliance issues.
 - ii. Considers any new property acquisitions in proximity of STR property.
 - viii. Train & Certify RPD/PCD community volunteers to perform STR Due Diligence evaluations in their communities.
 - ix. Amend "Certificate of Compliance" to include HOA/POA (as appropriate) recommended approval/non-approval of STR.
- b. Alternate Consideration – Codified Minimum Lot/Property Requirements.
- i. A suggested approach to defeat STRs in RPD/PCD communities.
 - ii. LESS DESIRABLE – Perpetuates "One Size Fits All" model.
 - 1. Restrictive Requirements = Denies community property owners' right to full use of property; shuts down STR opportunities.
 - 2. Less Restrictive Requirements = Denies community property owners' right to challenge STR approval; automatic approval; no recourse to nuisance-prone STRs.



Franklin County
A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Landfill Closure Construction</p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u> Authorize Staff to award construction bid for the closure of Landfill Permit #72</p> <p><u>STRATEGIC PLAN FOCUS AREA:</u> Infrastructure</p> <p><u>STAFF CONTACT(S):</u> Messrs. Smith, Carter</p>	<p><u>AGENDA DATE:</u> April 21, 2020</p> <p><u>ITEM NUMBER:</u></p> <p><u>ACTION:</u> YES</p> <p><u>INFORMATION:</u></p> <p><u>CONSENT AGENDA:</u> NO</p> <p><u>ACTION:</u></p> <p><u>INFORMATION:</u></p> <p><u>ATTACHMENTS:</u> Yes (Bid Summary Sheet, Letter of recommendation)</p> <p><u>REVIEWED BY:</u> Christopher L. Whitlow, County Administrator <i>CW</i></p>
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BACKGROUND:

The Franklin County Sanitary Landfill, Virginia Solid Waste Permit #72 is a municipal solid waste (MSW) landfill serving the disposal needs of Franklin County. The permitted disposal area consists of approximately 49.6 acres of which approximately 26.6 acres are currently closed. Based on final design closure grades, the final waste received in the Permit #72 area occurred on October 25, 2019. Pursuant to the Virginia Solid Waste Management Regulations (VSWMR), Amendment 8 Franklin County has an approved Closure Plan for Permit #72. The Virginia Department of Environmental Quality (DEQ) requires the former landfill to be closed and capped by June, 2021. The old facility will be closed in accordance with the requirements of 9 VAC 20-81-160 of the VSWMR. These requirements state that a final cover system will be constructed to minimize rainfall infiltration into the waste. Staff desires to have this construction completed during the summer building season of 2020 to exclude the risk of inflated construction costs that could result from rushing project completion by the June 2021 deadline. County landfill consulting engineers LaBella (formerly Joyce Engineering) has worked with County staff and the DEQ on the landfill closure plan for the last few years. During the last several months, LaBella engineers worked to complete the landfill closure construction plan. During last fall's \$5.7 million projects capital financing, the County secured \$3.5 million for the intended purpose of the landfill closure.

DISCUSSION:

At the February 18, 2020, staff requested permission from the Board to advertise for bids for the required closure construction for Landfill Permit #72. The construction bid request was properly advertised with a mandatory pre-bid meeting that was held on March 18. There were eleven prospective bidders attending. The bid was divided into 3 options that included an Agruturf synthetic cap option, a geosynthetic clay liner option, and a soil cap option. All these options were approved by the DEQ in the County's closure plan. There were three different companies that submitted bids (see attached bid sheet). Two of those companies submitted bids on 2 of the options. No one submitted a bid on the complete soil cap option. The summary of these bids is shown on the attached Bid Summary Sheet. Terrahawk LLC submitted the low overall bid for all the options with a bid of \$3,389,864 to construct the Geosynthetic liner cap. The bids for the Agruturf option were much higher than anticipated. Landfill construction consultant LaBella and Associates has researched Terrahawk's references and found the company's experience favorable as shown in the attached letter of recommendation (see attached recommendation letter from LaBella).

RECOMMENDATION:

Staff respectfully requests the Board of Supervisors to award the low bid for construction of the landfill closure to Terrahawk, LLC and to authorize the County Attorney and County Administrator to work with the County's consulting engineers (LaBella) to draft, finalize, and execute a contract with Terrahawk LLC for the landfill permit #72 closure cap with the submitted low bid of \$3,389,684 to include any conditions as stated in the letter of recommendation and as further provided by LaBella engineers. Funding for this project has been secured, appropriated and is budgeted in Capital Account #30-00-036-0003-53002 (Landfill Closure Set Aside).



April 15, 2020

Mr. Don Smith
 Franklin County
 1255 Franklin Street
 Suite 103
 Rocky Mount, VA 24151

RE Review of Bids and Recommendation for Award
 Franklin County Landfill Permit #72 Final Closure Construction

Dear Mr. Smith:

Franklin County solicited bids for the above referenced project on March 3, 2020. Bids were received on April 6, 2020. For this project, bids were requested to complete the closure of the landfill using the ClosureTurf™ cap system (Option #1) with the additional options of GCL (#2) and/or Geomembrane (#3) cap systems.

Bids were received from three bidders, as summarized below.

Bidder	Bid - Option #1	Bid - Option #2	Bid - Option #3
Terrahawk, LLC	\$6,714,180 (Incomplete) ⁽¹⁾	\$3,389,864	No Bid
Sargent Corporation	Bid: \$5,853,500 (Corrected: \$5,853,140) ⁽²⁾	\$4,703,000	No Bid
Chesapeake Containment Systems	\$5,370,920	No Bid	No Bid

⁽¹⁾ Terrahawk failed to include a price for Item 160A (Rip-Rap Ballast Contingency)

⁽²⁾ Sargent had a multiplication error on item 160A (Rip-Rap Ballast Contingency). Multiplying the unit price times the estimated quantity (per Instructions to Bidders, Paragraph 14.01 D) resulted in a decrease to the total bid amount of \$360.

The bids were reviewed for accuracy and completeness. The bid for Option #1 from Sargent Corporation was corrected for a multiplication error on Item 160A (\$5,853,140.00). The bid for Option #1 from Terrahawk, LLC did not include a price for Item 160A (Rip-Rap Ballast Contingency). The lowest bid price for the landfill closure project was submitted by Terrahawk, LLC for the GCL cap system (Option #2). No addition errors or omissions were found for Terrahawk's Option #2 bid. The errors identified on the table of prices submitted by Sargent Corporation and Terrahawk, LLC for Option #1 did not impact the order of the bidders or closure cap options.

From Terrahawk LLC's contractor's qualification statement, Terrahawk, LLC has successfully completed over \$48 million in projects since its inception in May of 2015. The general types of work performed includes clearing/grubbing, mass earthwork, grading, stormwater control, water/sewer installation and erosion control. From discussions with two references (Crawford Design Co. and Metcon Commercial Construction), Terrahawk, LLC completed their respective projects within budget



and on-schedule. The project lead/manager for Terrahawk, LLC listed for this project (Theodore Hoey) has extensive experience with geosynthetics installation for landfill cell construction and closure projects. He has also served as a project lead/manager for a landfill closure project involving geosynthetics in Louisa County, VA for which Labella Associates (formerly Joyce Engineering) provided construction administration and oversight. From our experience and a discussion with a project reference (Landfill in Greenville County, SC), these projects managed by Mr. Hoey were completed on-time and within the established budget. Please note that due to the stay at home guidance, contacting references was difficult and only three references were able to be reached.

Terrahawk, LLC does not currently have a Virginia general contractor's license. However Terrahawk, LLC does hold a general contractor's license in North Carolina, which will enable them to obtain temporary reciprocity via a Virginia Temporary Contractor's License, allowing them to begin work on the project. Per discussions with Terrahawk, LLC, they are in the process of completing the application for a Temporary Contractor's License and intend to submit this week, next week at the latest. Issuance of the temporary license, by Virginia DPOR, should happen within a week of receipt of the application. Once the temporary license is issued, Terrahawk will have 45 days to obtain their permanent license. Due to the COVID-19 causing closures to the State's departments and testing facilities, the 45 day clock begins when the State reopens for business.

Based on the bids received, project references, and timeline provided by Terrahawk, LLC to obtain their VA contractor's license, it is our recommendation that Terrahawk, LLC of Apex, North Carolina, be awarded a contract in the amount of \$3,389,864. However, execution of the contract should be contingent on Terrahawk, LLC's receipt of a VA contractor's license. As Mr. Hoey provides the landfill related construction experience, this recommendation is also based on the expectation that Mr. Hoey is assigned to this project and involved full-time as project manager throughout the duration of the work.

We understand that the Franklin County Board of Supervisors intends to approve award of the referenced landfill final closure construction contract on April 21, 2020. Attached with this bid review and recommendation for award is a bid tabulation table for the bids received for the landfill closure construction.

If you have any questions or concerns regarding this project, please do not hesitate to contact me at (804) 355-4520.

Respectfully submitted,

LaBella Associates

Larry Bertolet, P.E.
Senior Technical Consultant

BID/PROPOSAL TABULATION FORM

CLIENT: Franklin County, VA

CONSULTANT: LaBella

BID OPENING DATE: April 6, 2020

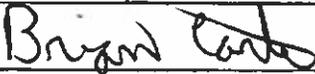
PROJECT MANAGER: Don Smith

CUT-OFF TIME: 3:00 p.m.

RFP TITLE: Landfill Closure #72

LOCATION: Franklin County Government Center, 1255 Franklin Street, Rocky Mount, VA 24151

OFFERORS	BID RECEIVED ON TIME	Bid Bond	BASE BID - Option 1	Option 2	Option 3
Terrahawk LLC	Yes	Yes	\$6,714,180	\$3,389,864	No bid
Sargent Corporation	Yes	Yes	\$5,853,500	\$4,703,000	No bid
Chesapeake Containment Systems	Yes	Yes	\$5,370,920	No bid	No bid

Signature: 

CERTIFICATION: I hereby certify that the above bids have been received, logged in, opened and tabulated as per County, State and Federal regulations using accepted General Accounting Practices and Procedures and that to the best of my knowledge no documents have been altered or changed.

This bid will be reviewed for completeness and conformity to the bid specifications.



Franklin County

A Natural Setting for Opportunity

MEMORANDUM

TO: All Members of the Franklin County Board of Supervisors

FROM: Madeline L. Sefcik, Clerk

REF: Monthly Reports

This section of the folder is reserved for the various reports that are submitted on a monthly basis. The reports included are as follows:

1. Sheriff's Department Monthly Report
2. Treasurer's Monthly Report
3. Finance Monthly Report
4. Library Monthly Report
5. Parks and Recreation Monthly Report
6. Social Services Monthly Report
7. Building Inspector's Monthly Report
8. Animal Control Monthly Report



Office of the Sheriff
County of Franklin, Virginia – March/February 2020

ACTIVITY	MARCH	FEB.
9-1-1 Calls	1,939	1,661
Calls for Service	3,264	2,943
Average Response	5:05	4:51
Administrative Calls	3,264	3,873
Reportable Offenses	247	212
Criminal Arrest	102	152
Felony Warrants	62	93
Misdemeanor Warrants	77	87
DUI/DUID Arrests	1	2
Traffic Summons	58	64
Radar Summons	9	10
Traffic Warnings	0	3
Hours In Court	35:33	59:17
Hrs. School Security Checks	35:28	36:03
Business Checks	479	268
Training Hours	388	264
Extra Duty Hours	623.75	568.5
Funerals	18	19
Concealed Weapon Permits	218	220
Scrap Metal Permits	0	0
Emergency Custody Orders	17	16
Temporary Custody Orders	12	10
Civil Papers Served	2,370	1,706
Transports	51	38
Average Local Inmate Count	45	43
Average WVRJ Inmate Count	173	158
Miles Driven	91,480	100,364

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

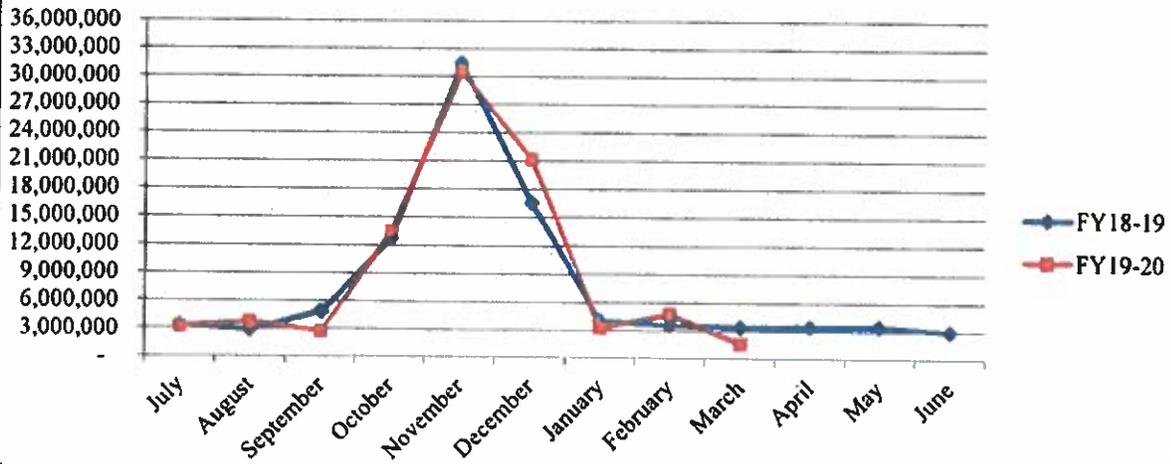
**Franklin County
Treasurer's Report
March 31, 2020**

Cash in Office	\$	2,260.00	
Borrowing Proceeds Held by Trustee		16,980,103.38	
Primary County Checking Account		43,968,643.59	
Other Checking, Savings Accounts		827,046.21	
	\$	61,778,053.18	
General Fund Cash Balance			\$ 28,416,375.41
Designated Funds:			
Federal Asset Forfeiture Fund			152,508.92
Courthouse Maintenance Fund			245,309.11
School Fund			(5,828.68)
School Construction Fund			720,228.59
E911 Fund			1,158,351.65
Law Library			152,710.35
Capital Fund			11,759,830.99
Capital Fund Borrowing Proceeds			16,980,103.38
County Debt Service Fund			3,032,794.51
Utility Fund			214,554.77
Special Welfare Fund			78,940.38
Treasurer State Fund			0.00
Tourism Initiatives			7,500.00
Payroll Clearing Fund			(1,625,650.73)
Escrow Accounts:			
Road Funds			0.00
Soil and Erosion Control			486,324.53
Library Endowment Fund			4,000.00
			\$ 61,778,053.18

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

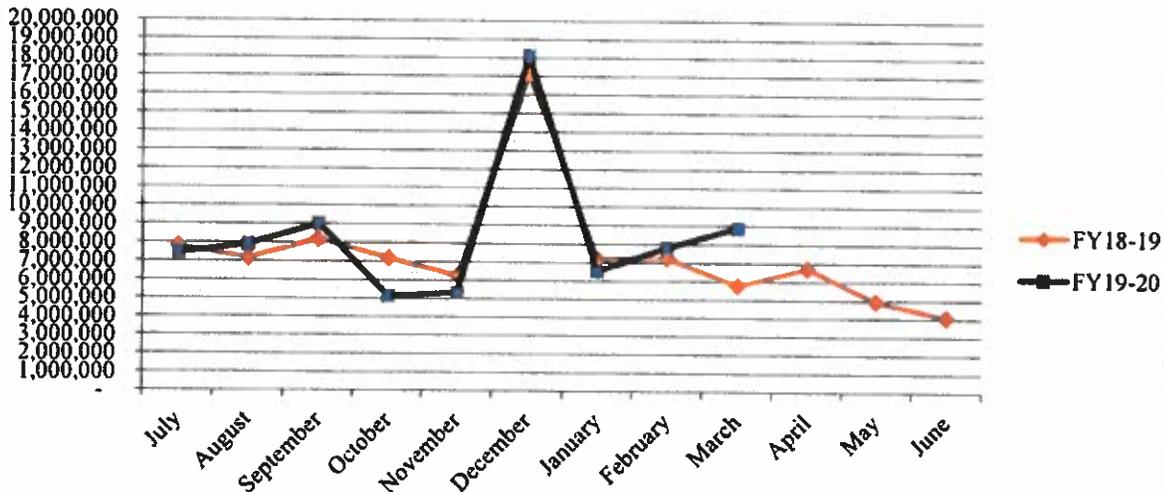
REVENUES:	Budget and Appropriations Current Year	Actual Year to Date Revenues	Balance To Be Realized	Percent of Budget
General Property Taxes	55,095,914	56,361,657	1,265,743	102.3%
Other Local Taxes	12,220,752	9,692,526	(2,528,226)	79.3%
Permits, Fees and Licenses	395,241	358,659	(36,582)	90.7%
Fines and Forfeitures	43,499	28,656	(14,843)	65.9%
Revenue from the use of Money and Property	644,790	572,770	(72,021)	88.8%
Charges for Services	2,699,311	2,366,444	(332,867)	87.7%
Miscellaneous Revenue	868,860	601,840	(267,020)	69.3%
Recovered Costs	603,699	423,296	(180,403)	70.1%
Revenue from the Commonwealth	15,200,798	11,445,723	(3,755,075)	75.3%
Federal Government	3,636,872	2,881,413	(755,459)	79.2%
Total	<u>91,409,736</u>	<u>84,732,982</u>	<u>(6,676,754)</u>	92.7%
Fund Balance/Carryover Funds	-			
Transfers	3,261,591	(80,225)		
Total General Fund	<u>94,671,327</u>	<u>84,652,757</u>		
Schools				
Cafeteria, Misc, State, Federal	53,357,617	35,720,629	(17,636,988)	66.9%
Local Funding from County	34,365,178	28,463,724	(5,901,454)	82.8%
Total School Fund	<u>87,722,795</u>	<u>64,184,353</u>	<u>(23,538,442)</u>	73.2%
EXPENDITURES:				
	Budget and Appropriations Current Year	Actual Year to Date Expenditures	Balance Expended	Percent of Budget
General and Financial Administration	4,864,589	4,002,700	861,889	82.3%
Judicial Administration	2,999,627	2,069,756	929,871	69.0%
Public Safety (Sheriff, Corrections, Fire, EMS)	15,131,674	11,033,074	4,098,600	72.9%
Public Works	4,098,231	2,802,211	1,296,020	68.4%
Health and Welfare	14,443,762	11,721,352	2,722,410	81.2%
Parks, Recreation, Libraries, Community Colleges	2,310,363	1,722,389	587,974	74.6%
Community Development	3,252,868	2,165,144	1,087,724	66.6%
Transfers to Schools, Capital, Debt	47,570,213	40,679,787	6,890,426	85.5%
Total General Fund	<u>94,671,327</u>	<u>76,196,413</u>	<u>18,474,914</u>	80.5%
School Fund	<u>87,722,795</u>	<u>66,469,560</u>	<u>21,253,235</u>	75.8%

Franklin County General Fund Actual Revenues by Month



	<u>FY18-19</u>	<u>FY19-20</u>
Total Revenues Year to Date	\$82,841,570	\$84,652,757

Franklin County General Fund Actual Expenditures by Month



	<u>FY18-19</u>	<u>FY19-20</u>
Total Expenditures Year to Date	\$74,050,846	\$76,196,413

Library serving patrons:

-making library cards for anyone in the County who does not already have one who wants access to our online offerings.

*Current Online offerings:

-**OVERDRIVE & RB Digital** : our ebook & audio book platform, has thousands of offerings

-**Find It Virginia!** – database provided by the Library of Virginia to libraries for free, which includes:

Universal Class: Over 500 classes, many offering CEUs, and over 100 video-audio classes.

Master File: Search full text periodicals covering an extensive range of subject areas.

We are changing our library "Information Management System" (our database for library inventory and our tool to check items in and out for patrons) and full time staff are spending this time taking inventory, deselecting items and cleaning up our current catalog to make the switch easier and more accurate. This project would have had to be done during open hours with the public and made much more difficult- we are trying to make the best use of the time available to us during this unique situation.

Sefcik, Madeline

From: Barry, Alison
Sent: Thursday, April 16, 2020 12:12 PM
To: Sefcik, Madeline
Subject: also...

Have been printing the base for face shields for public safety with our 3D printer....

Alison Barry
Director
Franklin County Library
355 Franklin Street
Rocky Mount, VA 24151
(540)483-3098
alison.barry@franklincountyva.gov

"A library outranks any other thing a community can do to benefit its people. It is a never failing spring in the desert."—Andrew Carnegie



MEMORANDUM

TO: Board of Supervisors

FROM: Paul Chapman, Director of Parks and Recreation

CC: Chris Whitlow, County Administrator

SUBJECT: Parks and Recreation Updates

DATE: April 16, 2020

The Parks and Recreation Department has been busy serving the citizens of Franklin County in new capacities due to the Coronavirus. In addition to our normal functions, staff are offering the following new services:

- Many of our parks are seeing increased use as people are needing places to exercise while maintain social distancing. To ensure that parks remain safe, staff are now monitoring parks during evenings and on weekends. Additional signage has also been placed throughout parks to promote CDC and VDH guidelines.
- The coronavirus has isolated many seniors in their homes. To minimize isolation, staff are calling nearly 80 senior citizens per week to conduct wellness checks.
- Traditional Easter Egg Hunts were not held this year due to restrictions on gatherings. Staff were able to visit 57 children at their homes as well as an assisted living facility as the Easter Bunny on Friday, April 10 and Saturday, April 11.
- An increased number of households are experiencing food insecurity. Parks and Recreation has partnered with the United Way and Domino's Pizza to deliver donated meals and groceries to 27 households on a weekly basis.
- Parks and Recreation along with Economic Development hosted the first produce auction at the pavilion at Summit View on Tuesday April 14.

- Staff constructed a new mountain bike trail, called "Skeletor" at Waid Park. This unique trail will complement the popular "Old Buzzard" trail. An official grand opening will be scheduled when programming resumes.
- Staff are nearly complete with the installation of a new playground at Waid Park and athletic field lights at the Recreational Park.
- Parks and Recreation partners each year with the Department of Game and Inland Fisheries to stock Waid Park and the Recreational Park. Staff have stocked each site twice so far this spring. Fishing has been especially popular lately as people are looking for activities that can be done independently.

If you have any questions or concerns, please contact Paul Chapman at 483-9293 / paul.chapman@franklincountyva.gov.

				FY19-20
				COUNTY BUDGET
				ALLOCATION
STATE ALLOCATION	\$2,589,642	\$184,937	\$1,533,527	\$4,532,688
BUDGET LINE	855	849	858	
	STAFF & OPERATIONS	STAFF & OPERATIONS	STAFF & OPERATIONS	
	BASE	NO LOCAL MATCH	PASS-THRU	
LOCAL MATCH	15.50%		70%	
MONTH				CTY REM BALANCE
JUNE	\$351,266.94	\$14,987.79		\$0.00
JULY	\$345,114.58	\$15,364.80		\$4,187,573.42
AUGUST	\$355,122.35	\$15,148.97		\$3,832,451.07
SEPTEMBER	\$343,441.54	\$15,387.73		\$3,489,009.53
OCTOBER	\$357,662.38	\$15,401.69		\$3,131,347.15
NOVEMBER	\$326,808.22	\$15,334.51		\$2,804,538.93
DECEMBER	\$366,997.63	\$15,334.51		\$2,437,541.30
JANUARY	\$120,228.36	\$15,334.51	\$224,249.58	\$2,093,063.36
FEBRUARY	\$1,800.00	\$15,334.51	\$369,689.37	\$1,721,573.99
MARCH	\$2,658.09	\$15,334.51	\$358,122.25	\$1,360,793.65
APRIL				\$1,360,793.65
MAY				\$1,360,793.65
TD EXPENDITURE:	\$2,571,100.09	\$152,963.53	\$952,061.20	
REM BALANCE	\$18,541.91	\$31,973.47	\$581,465.80	\$
% REM	0.72%		37.92%	
EXPECTED REIMB	2172579.58		804491.71	23473660.35

STATE ALLOCATION	\$159,795	\$2,275	\$7,202	\$5,480
BUDGET LINE	804	861	862	873
	AUXILIARY	EDUCATION &	INDEPENDENT	FC APPROVED
	GRANT	TRAINING	LIVING	CHILD WELFARE
		VOUCHERS	PROGRAM	TRAINING
			BASIC GRANT	
LOCAL MATCH	20.00%	0%	0%	59.80
MONTH				
JUNE	\$10,482.00			
JULY	\$10,851.00	\$0.00	\$0.00	\$0.00
AUGUST	\$14,444.00	\$500.00	\$929.84	
SEPTEMBER	\$15,993.00	\$0.00	\$104.95	\$45.85
OCTOBER	\$13,010.00	\$205.00	\$100.00	\$0.00
NOVEMBER	\$15,349.00		\$134.04	
DECEMBER	\$15,092.00	\$581.41	\$90.00	\$201.78
JANUARY	\$13,186.00	\$0.00	\$337.30	\$196.26
FEBRUARY	\$19,068.00		\$109.99	-\$37.86
MARCH	\$14,210.00	\$65.86	\$232.71	\$359.49
APRIL				
MAY				
YTD EXPENDITURES	\$141,685.00	\$1,352.27	\$2,038.83	\$765.52
REM BALANCE	\$18,110.00	\$922.73	\$5,163.42	\$4,714.48
% REM	11.33%	40.56%	71.69%	86.03%

STATE ALLOCATION	\$1,510,974	\$240,244	\$1,646,329	\$54,590	\$2,550
BUDGET LINE	811	817	812	814	864
	ADC IV-E	STATE ADOPTION	IV-E ADOPTION	FOSTERING	FOSTER
	FOSTER CARE	SUBSIDY AND	SUBSIDY AND	FUTURES	PARENT
		SPECIAL SERVICE	NON-RECURRING	STATE	RESPITE
		PAYMENTS	EXPENSES	ADOPTION	CARE
LOCAL MATCH	0.00%	0%	0%	0%	0.00
MONTH					
JUNE	\$40,898.15	\$20,607.71	\$119,324.00	\$6,005.00	\$0.00
JULY	\$150,009.97	\$20,607.71	\$126,166.97	\$5,047.00	\$0.00
AUGUST	\$101,913.00	\$20,607.71	\$132,054.85	\$721.00	\$148.93
SEPTEMBER	\$26,965.99	\$20,760.71	\$133,565.63	\$5,230.39	\$94.20
OCTOBER	\$254,831.87	\$20,760.71	\$137,803.82	\$6,259.25	\$159.00
NOVEMBER	\$77,007.33	\$20,760.71	\$138,901.90	\$4,363.45	\$0.00
DECEMBER	\$90,704.44	\$20,760.71	\$137,032.58	\$3,914.58	\$153.99
JANUARY	\$84,917.42	\$20,760.71	\$140,959.20	\$4,659.23	
FEBRUARY	\$80,838.05	\$20,760.71	\$146,597.27	\$3,250.88	\$37.86
MARCH	\$69,620.01	\$20,475.71	\$138,084.63	\$2,868.16	\$432.48
APRIL					
MAY					
TD EXPENDITURES	\$977,706.23	\$206,863.10	\$1,350,490.85	\$42,318.94	\$1,026.46
REM BALANCE	\$533,267.77	\$33,380.90	\$295,838.15	\$12,271.06	\$1,523.54
% REM	35.29%	13.89%	17.97%	22.48%	59.75%
EXPECTED REIMB					

STATE ALLOCATION	\$157,069	\$7,169	\$34,500	\$6,978	\$8,314
BUDGET LINE	872	895	833	829	830
	VIEW PURCHASE	ADULT	ADULT SERVICES	FAMILY	CHILD WELFARE
	SERVICES	PROTECTIVE		PRESERVATION	SUBSTANCE
		SERVICES		(SSBG)	ABUSE AND
					SUPP SERVICES
LOCAL MATCH	15.50%	16%	20%	15.50	15.50
MONTH					
JUNE	\$1,560.74	\$1,298.91	\$3,027.96		\$674.00
JULY	\$8,461.40	\$247.84	\$1,968.16	\$122.71	\$1,012.00
AUGUST	\$15,621.39	\$503.03	\$2,044.16	\$1,205.22	\$766.79
SEPTEMBER	\$407.66	\$425.85	\$2,321.87	\$1,405.50	\$0.00
OCTOBER	\$2,341.47	\$1,150.17	\$1,691.45	\$3,336.67	\$565.80
NOVEMBER	\$2,847.51	\$928.59	\$1,722.14	\$19.53	\$1,625.00
DECEMBER	\$6,772.43	\$141.43	\$2,202.78	\$11.11	\$488.00
JANUARY	\$1,239.96	\$483.05	\$3,494.82		\$268.84
FEBRUARY	\$5,102.38	-\$65.00	\$2,115.07	\$60.29	\$1,555.00
MARCH	\$9,283.13	\$686.05	\$1,763.83	\$60.26	\$1,104.00
APRIL					
MAY					
YTD EXPENDITURES	\$53,638.07	\$5,799.92	\$22,352.24	\$6,221.29	\$8,059.43
REM BALANCE	\$103,430.93	\$1,369.08	\$12,147.76	\$756.71	\$254.57
% REM	65.85%	19.10%	35.21%	10.84%	3.06%
EXPECTED					
REIMB	45324.16915	4900.9324	18887.6428	5256.99005	6810.21835

PROMOTING SAFE AND STABLE FAMILIES				
STATE ALLOCATION	\$12,000	\$33,904	\$14,000	\$0
BUDGET LINE	86601	86602	86605	86608
	FAMILY SUPPORT	PRESERVATION	REUNIFICATION	FC MONTHLY WORKER VISITS
LOCAL MATCH	15.50%	16%	16%	15.50%
MONTH				
JUNE	\$1,795.93	\$3,710.00	\$450.00	
JULY	\$274.36	\$2,527.03	\$1,092.38	
AUGUST	\$1,093.62	\$328.86	\$600.00	
SEPTEMBER	\$4,404.98	\$2,755.49	\$2,275.47	
OCTOBER	\$657.29	\$1,499.84	\$50.00	
NOVEMBER	-\$205.71	\$1,648.00	\$900.00	
DECEMBER	\$2,379.83	\$947.89	\$25.00	
JANUARY	\$898.74	\$900.00	\$0.00	
FEBRUARY	\$519.00	\$1,510.00		
MARCH		\$2,880.01		
APRIL				
MAY				
YTD EXPENDITURES	\$11,818.04	\$18,707.12	\$5,392.85	\$0.00
REM BALANCE	\$181.96	\$15,196.88	\$8,607.15	\$0.00
% REM	1.52%	44.82%	61.48%	#DIV/0!
EXPECTED REIMB	\$9,986.24	\$15,807.52	\$4,556.96	\$0.00

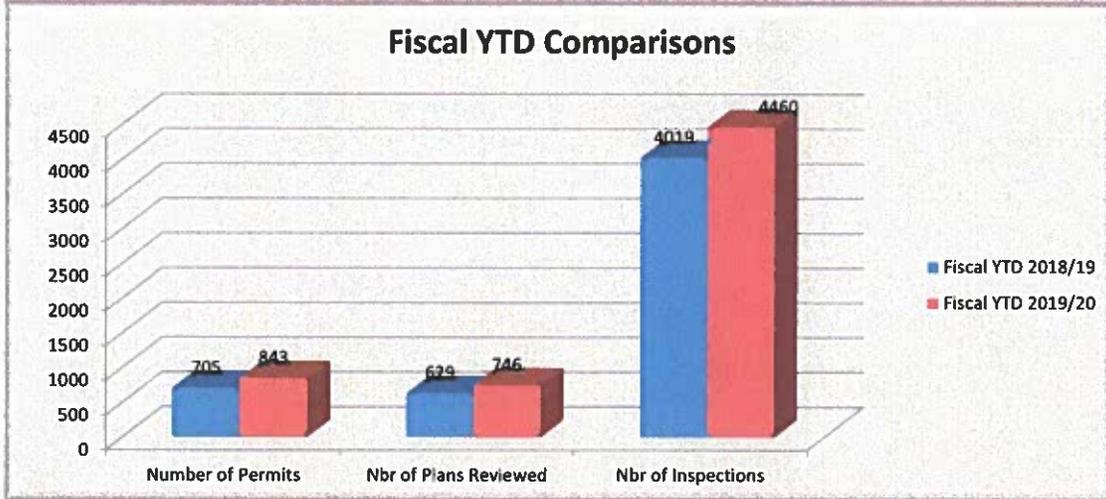
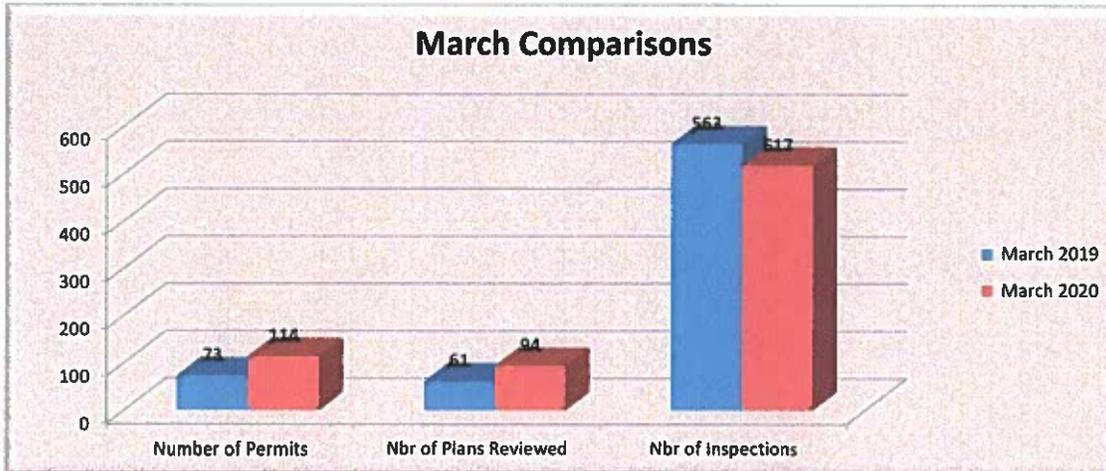


Franklin County

A Natural Setting for Opportunity

Building Inspections Department Monthly Report

	March			Fiscal YTD		
	2019	2020	Variances	2019	2020	Variances
Number of Permits	73	114	56%	705	843	20%
Value of Permits	\$ 10,897,278	\$ 6,966,006	-36%	\$ 62,010,974	\$ 72,430,573	17%
Nbr of Plans Reviewed	61	94	54%	629	746	19%
Nbr of Inspections	563	517	-8%	4019	4460	11%
Miles Driven	6,865	6,906	1%	52,120	47,709	-8%
Permit Fees Collected	\$ 31,287	\$ 29,158	-7%	\$ 246,473	\$ 265,139	8%



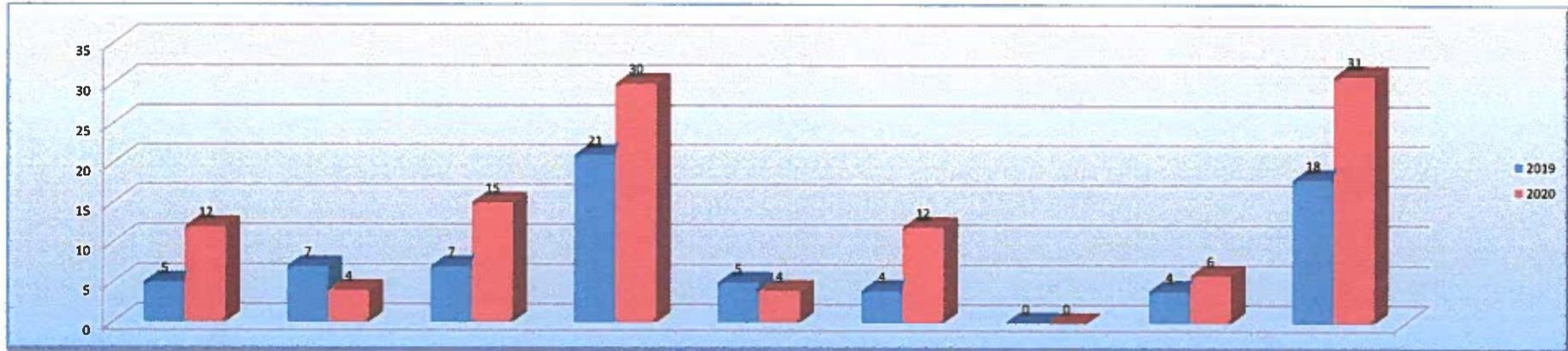
Legend for Details on following pages:

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

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

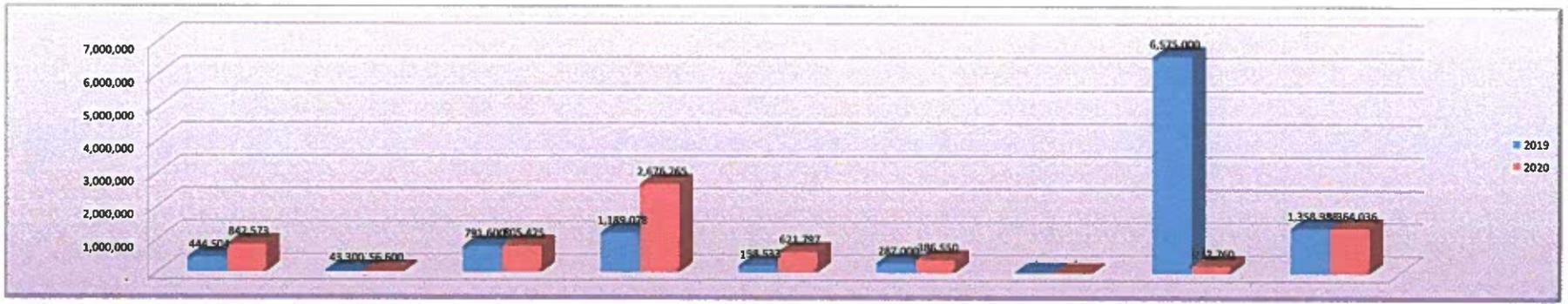
May 2017 - May 2018 – Building Permit Counts

Permit Types	Blackwater		Blue Ridge		Boone		Gills Creek		Rocky Mount		Snow Creek		Town of Boones Mill		Town of Rocky Mount		Union Hall		Total		Residential	
	Mar-19	Mar-20	Mar-19	Mar-20	Mar-19	Mar-20	Mar-19	Mar-20	Mar-19	Mar-20	Mar-19	Mar-20	Mar-19	Mar-20	Mar-19	Mar-20	Mar-19	Mar-20	2019	2020		
Residential																						
New	2	2	1	0	1	2	2	4	1	0	1	1	0	0	0	0	2	1	10	10	New	
Mfg Home	0	0	0	0	3	0	1	0	1	1	0	2	0	0	0	0	0	2	5	5	Mfg Home	
Additions/ Alterations	0	3	2	2	1	3	7	12	0	0	1	1	0	0	0	1	7	4	18	26	Additions/ Alterations	
Docks	0	0	0	0	0	0	5	7	0	0	0	0	0	0	0	0	4	8	9	15	Docks	
Accessory Bldg	0	1	0	0	0	1	0	1	0	0	0	0	0	0	0	1	1	4	1	8	Accessory Bldg	
Retaining Wall	0	1	0	0	0	1	0	1	0	0	0	0	0	0	0	0	1	0	1	3	Retaining Wall	
Non-Residential																						
New	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Additions/ Alterations	0	0	0	0	0	1	2	0	1	0	0	0	0	0	0	2	0	0	3	3	Additions/ Alterations	
Docks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	2	0	Docks	
Accessory Bldg	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	2	0	Accessory Bldg	
Miscellaneous																						
Demolition	0	1	0	0	1	0	0	0	0	1	0	0	0	0	1	0	0	3	2	5	Demolition	
Misc.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Misc.	
Electrical	3	4	4	2	0	3	1	3	2	1	2	5	0	0	1	1	2	9	15	28	Electrical	
Mechanical	0	0	0	0	0	2	1	0	0	1	0	2	0	0	0	0	0	0	1	5	Mechanical	
Signs	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	2	Signs	
Plumbing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Plumbing	
Pools	0	0	0	0	0	2	1	1	0	0	0	1	0	0	0	0	0	0	1	4	Pools	
District Totals	5	12	7	4	7	15	21	30	5	4	4	12	0	0	4	6	18	31	70	114	District Totals	
Dist Variance		140%		-43%		114%		43%		-20%		200%		0%		50%		72%		63%	Dist Variance	



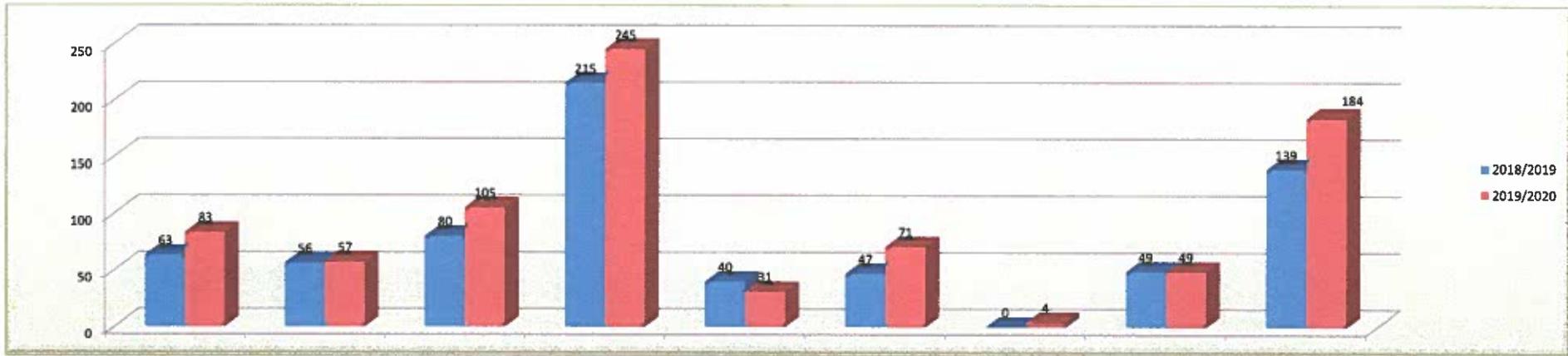
May 2017 - May 2018 - Building Permit Values

Permit Types	Blackwater		Blue Ridge		Boone		Gills Creek		Rocky Mount		Snow Creek		Town of Boones Mill		Town of Rocky Mount		Union Hall		Total		Residential	
	Mar-19	Mar-20	Mar-19	Mar-20	Mar-19	Mar-20	Mar-19	Mar-20	Mar-19	Mar-20	Mar-19	Mar-20	Mar-19	Mar-20	Mar-19	Mar-20	Mar-19	Mar-20	2019	2020		
New Residential	400,000	490,000	15,000	-	402,000	608,000	700,000	1,246,025	162,000	-	250,000	200,000	-	-	-	-	827,265	659,000	2,756,265	3,203,025	New Residential	
Mfg Home	-	-	-	-	154,000	-	25,500	-	8,500	20,000	-	64,000	-	-	-	-	-	20,000	188,000	104,000	Mfg Home	
Additions/Alterations	-	242,500	25,400	55,000	2,600	5,100	199,978	831,861	-	-	35,000	25,000	-	-	-	5,000	219,214	118,482	482,192	1,282,943	Additions/Alterations	
Docks	-	-	-	-	-	-	115,000	493,265	-	-	-	-	-	-	-	-	258,540	420,059	373,540	913,324	Docks	
Accessory Bldgs	-	11,500	-	-	-	75,000	9,306	-	-	-	-	-	-	-	-	3,000	2,469	95,500	2,469	194,306	Accessory Bldgs	
Retaining Walls	-	5,500	-	-	3,000	-	12,500	-	-	-	-	-	-	-	-	-	20,000	-	20,000	21,000	Retaining Walls	
Non-Residential	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Non-Residential	
New	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	New	
Additions/Alterations	-	-	-	-	-	25,000	71,400	-	17,233	-	-	-	-	-	-	6,500,000	200,000	-	6,588,633	225,000	Additions/Alterations	
Docks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,500	-	3,500	-	Docks	
Accessory Bldgs	-	-	-	-	225,000	-	13,000	-	-	-	-	-	-	-	-	50,000	-	-	288,000	-	Accessory Bldgs	
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Miscellaneous	
Demolition	-	2,650	-	-	8,000	-	-	-	1,000	-	-	-	-	-	-	20,000	-	25,760	28,000	29,410	Demolition	
Misc.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Misc.	
Electrical	44,504	90,423	2,900	1,600	-	34,059	5,500	11,717	10,800	2,000	2,000	47,100	-	-	-	5,000	60	28,000	25,235	98,704	212,194	Electrical
Mechanical	-	-	-	-	-	3,783	8,700	-	598,797	-	-	11,450	-	-	-	-	-	-	-	8,700	614,030	Mechanical
Signs	-	-	-	-	-	-	27,991	-	-	-	-	-	-	-	-	4,700	-	-	-	-	32,691	Signs
Plumbing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Plumbing
Pools	-	-	-	-	-	51,483	50,000	43,600	-	-	-	39,000	-	-	-	-	-	-	50,000	134,083	50,000	Pools
District Totals	444,504	842,573	43,300	56,600	791,600	805,425	1,189,078	2,676,265	198,533	621,797	287,000	386,550	-	-	6,575,000	212,760	1,358,988	1,364,036	10,888,003	6,966,006	District Totals	
Variations		90%		31%		2%		125%		213%		35%		0%		-97%		0%			-36%	Variations



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

Permit Types	FISCAL YTD COUNTS																				Residential
	Blackwater		Blue Ridge		Boone		Gills Creek		Rocky Mount		Snow Creek		Town of Boones Mill		Town of Rocky Mount		Union Hall		Fiscal YTD Totals		
	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	
Residential																					Residential
New	10	10	2	7	14	14	43	37	4	2	5	7	0	0	0	1	18	14	96	92	New
Mfg Home	6	3	4	5	5	7	6	7	3	2	6	7	0	0	0	0	8	9	38	40	Mfg Home
Additions/ Alterations	11	22	10	9	19	20	47	76	8	7	2	8	0	0	10	8	31	43	138	193	Additions/ Alterations
Docks	0	0	0	0	2	1	36	36	0	0	0	0	0	0	0	0	19	28	57	65	Docks
Accessory Buildings	3	9	6	4	4	10	14	11	2	3	2	3	0	1	0	3	9	21	40	65	Accessory Buildings
Retaining Walls	0	1	0	0	0	1	5	5	0	0	0	0	0	0	0	1	2	0	7	8	Retaining Walls
Non-Residential																					Non-Residential
New	0	0	1	0	2	2	0	0	2	1	1	1	0	0	1	0	1	0	8	4	New
Additions/ Alterations	2	2	2	4	1	2	10	5	3	0	1	3	0	2	21	19	1	2	41	39	Additions/ Alterations
Docks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	3	1	3	Docks
Accessory Bldgs	2	0	1	0	3	0	1	2	0	0	0	3	0	0	1	0	0	0	8	5	Accessory Buildings
Miscellaneous																					Miscellaneous
Demolition	0	4	1	2	6	3	0	1	2	4	2	2	0	0	4	4	3	9	18	29	Demolition
Misc.	1	1	1	1	2	3	5	4	2	0	1	0	0	0	0	1	3	0	15	10	Misc.
Electrical	14	26	21	22	15	27	26	41	12	10	19	30	0	0	9	6	31	49	147	211	Electrical
Mechanical	11	3	6	3	5	9	12	9	1	1	7	5	0	1	3	1	9	3	54	35	Mechanical
Signs	0	0	0	0	0	0	1	1	0	1	0	0	0	0	0	3	0	0	1	5	Signs
Plumbing	0	1	0	0	0	0	1	3	0	0	0	0	0	0	0	0	2	2	3	6	Plumbing
Pools	3	1	1	0	2	6	8	7	1	0	1	2	0	0	0	2	1	1	17	19	Pools
District Totals	63	83	56	57	80	105	215	245	40	31	47	71	0	4	49	49	139	184	689	829	District Totals
Dist Variance		32%		2%		31%		14%		-23%		51%		0%		0%		32%		20%	Dist Variance



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

Fiscal YTD - Values																						
Permit Types	Blackwater		Blue Ridge		Boone		Gills Creek		Rocky Mount		Snow Creek		Town of Boones Mill		Town of Rocky Mount		Union Hall		Total		Permit Types Residential	
	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020		
Residential	2,597,500	2,557,100	340,000	1,934,030	3,088,652	3,694,111	14,282,575	15,738,527	912,000	797,283	1,024,506	1,361,200	-	-	-	350,000	5,224,122	6,642,060	27,469,355	33,074,311	New	
Mfg Home	221,000	157,900	124,429	202,500	238,800	395,099	455,000	540,253	59,500	26,000	467,201	183,500	-	-	-	-	439,296	518,941	2,005,226	2,024,193	Mfg Home	
Additions/Alterations	621,640	1,248,332	399,270	222,990	385,061	347,828	2,127,804	5,104,492	225,586	190,280	65,000	389,108	-	-	129,196	192,577	1,561,097	2,415,651	5,514,654	10,111,258	Additions/Alterations	
Docks	-	-	-	-	48,000	22,800	1,685,494	2,099,321	-	-	-	-	-	-	-	-	-	832,220	1,502,466	2,565,714	3,624,587	Docks
Accessory Buildings	63,250	263,557	305,277	56,117	118,000	276,019	381,927	398,757	88,900	76,912	40,000	23,500	-	37,000	-	17,163	216,969	856,875	1,214,323	2,005,900	Accessory Buildings	
Retaining Walls	-	5,500	-	-	-	3,000	174,500	134,000	-	-	-	-	-	-	-	7,000	37,000	-	211,500	149,500	Retaining Walls	
Non-Residential	-	-	3,984,157	-	792,900	9,950,000	-	-	310,000	938,780	3,000	180,000	-	-	489,000	-	75,000	-	5,654,057	11,068,780	New	
Additions/Alterations	18,350	54,000	30,000	1,183,853	15,000	41,438	4,647,090	225,332	96,494	-	13,500	33,113	-	256,496	8,983,176	1,998,426	46,500	200,000	13,850,110	3,992,658	Additions/Alterations	
Docks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,500	525,000	3,500	525,000	Docks	
Accessory Buildings	275,000	-	100,000	-	240,700	-	13,000	235,000	-	-	-	175,433	-	-	50,000	-	-	-	678,700	410,433	Accessory Buildings	
Miscellaneous	-	13,650	8,000	9,500	43,600	10,000	-	2,500	12,000	75,500	18,000	3,700	-	-	107,000	22,000	8,900	86,460	197,500	223,310	Miscellaneous	
Demolition	-	13,650	8,000	9,500	43,600	10,000	-	2,500	12,000	75,500	18,000	3,700	-	-	107,000	22,000	8,900	86,460	197,500	223,310	Demolition	
Misc.	-	292,670	30,000	266,260	30,000	1,396,700	118,351	26,010	40,000	-	4,200	-	-	-	-	35,617	290,550	-	513,101	2,017,257	Misc.	
Electrical	65,076	279,413	29,021	237,671	94,449	143,921	96,077	201,056	132,812	32,030	83,907	238,788	-	-	78,200	111,153	331,057	359,800	910,599	1,603,832	Electrical	
Mechanical	83,656	19,533	140,432	17,864	47,328	165,686	110,909	87,968	4,300	598,797	129,990	15,500	-	500	21,797	1,000	63,390	17,197	601,802	924,045	Mechanical	
Signs	-	-	-	-	-	-	29,306	27,991	-	4,828	-	-	-	-	-	22,200	-	-	29,306	55,019	Signs	
Plumbing	-	2,500	-	-	-	-	1	15,652	-	-	-	-	-	-	-	-	2,340	14,500	2,341	32,652	Plumbing	
Pools	105,003	40,000	41,845	-	18,800	178,593	260,068	103,793	7,100	-	10,000	48,100	-	-	-	67,300	49,000	27,314	491,816	465,100	Pools	
District Totals	4,050,475	4,934,155	5,532,431	4,130,785	5,161,290	16,625,195	24,382,102	24,940,652	1,888,692	2,740,410	1,859,304	2,651,942	-	293,996	9,858,369	2,824,436	9,180,941	13,166,264	61,913,604	72,307,835	District Totals	
Variances		22%		-25%		222%		2%		45%		43%		0%		-71%		43%		17%	Variances	

