AGENDA
FRANKLIN COUNTY BOARD OF SUPERVISORS
TUESDAY, NOVEMBER 16, 2021

Citizens wishing to submit public comment are required to alert Madeline L. Sefcik, CMC, Clerk to the Board via email at madeline.sefcik@franklincountyva.gov or at (540) 483-3030 before 12:00 PM on November 16, 2021.

1:30  Call to Order, Chairman Thompson
1:31  Invocation, Supervisor Mike Carter
1:32  Pledge of Allegiance, Supervisor Ronnie Mitchell
1:33  Approval of Agenda
1:35  Public Comment
    1. Steve Jenkins

1:40  CONSENT AGENDA (REQUIRES ACTION)
Approval of Appropriations, and approval of October 21, 2021, Board of Supervisors Meeting Minutes
    1. Aerial Pictometry Services Contract (Attachment #1)
    2. Community Development Block Grant COVID-19 Mitigation Grant Agreements (Attachment #2)
    3. Annual Comprehensive Economic Development Strategy (CEDS) (Attachment #3)
    4. Bedford Amtrak Passenger Rail Letter of Support (Attachment #4)

1:50  Brian Casella, VDOT Assistant Resident Engineer
    1. Monthly Report (Attachment #5)

2:00  Brian Carter, Director of Finance & Human Services
    1. Monthly Finance Report

2:10  Dr. Bernice Cobbs, Superintendent Franklin County Public Schools
    1. FY 21 Budget Year End Surplus Carry Over Request (Attachment #6)

2:20  Morgan Romeo, Executive Director Virginia Blue Ridge Career Works
    1. Workforce Development

2:40  BREAK
Margaret Torrence, Commissioner of the Revenue
1. Request to schedule a public hearing for possible amendments to Chapter 20, Division 7 of the Franklin County Code (Attachment #7)
2. Request to schedule a public hearing for possible amendments to Chapter 20, Taxation, Division 1 of the Franklin County Code (Attachment #8)

Carrie Spencer, Director of Planning and Community Development
1. SML Partners, LLC- Private Roads SUP (Attachment #9)
2. Union Hall Village Plan Update

Billy Ferguson, Director of Public Safety
1. Cool Branch Volunteer Squad EMS Penhook Coverage Proposal (Attachment #10)

BREAK

Kay Chitwood, Registrar, Redistricting Session Overview (Attachment #11)
Eric Schmidt, GIS Coordinator

Legislative Agendas Review – Discussion

Christopher Whitlow, County Administrator
1. Upcoming Events
2. Other Matters

Request for Closed Meeting in Accordance with 2.2-3711, (A)(1), Personnel Discussion of appointments to County Boards, Commissions, etc.; (A) (3) Discussion of the acquisition of real property or the disposition of real property; (A) (5) discussion concerning a prospective business or industry or the expansion of an existing business or industry, (A) (29) discussion of the terms of a public contract, of the Code of Virginia, as Amended.

Recess for Dinner

Call to Order, Chairman Thompson

APPOINTMENTS
(Attachment #12)

Recess for Previously Advertised Public Hearings as Follows:

No Public Hearings

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

Other Matters by Supervisors:

Chairman Thompson
1. School Board Request Room Use
6:45  BREAK - Recess to Room B-75

7:00  FY 22-23 Budget Work Session (Room B-75)

  Recess until December 1st – 8:30 a.m. Planning Session Valley Star
EXECUTIVE SUMMARY

AGENDA TITLE: Aerial Photography Contract  
AGENDA DATE: November 16, 2021

SUBJECT/PROPOSAL/REQUEST: Approval of a contract for Pictometry aerial photography and services

BOARD ACTION: Yes
INFORMATION: Yes
ATTACHMENTS: Yes

CONSENT AGENDA: Yes
ATTACHMENTS: Yes

STAFF CONTACT(S): Schmidt, Spencer, and Sandy

REVIEWED BY: Christopher Whitlow, County Administrator

BACKGROUND:

Traditional aerial photography is collected from the vertical view (ortho). The Pictometry system by EagleView adds a patented process that collects lower angle images (oblique) simultaneously. The system also includes proprietary tools for utilizing the imagery more fully. While there are other companies that offer similar oblique aerial imagery services, there is no other solution that is as comprehensive or well established as EagleView’s Pictometry services. Beyond that, there are compelling technical and practical reasons for Franklin County to remain with EagleView for future aerial imagery services.

Pictometry imagery and tools are made available to internal users via a proprietary licensed Web interface, CONNECTExplorer. This interface provides users with comprehensive measurement and analysis tools, local GIS layers for dynamic spatial context, and multiple years of photography from four previous flights for comparison purposes (‘11, ‘15, ‘17, & ‘20). The fact that we have multiple years of previous Pictometry imagery covering Franklin County is perhaps the most compelling reason for staying with EagleView. We would lose access to the oblique imagery from all previous flights - effectively starting us back at square one - should we change vendors. Having access to previous years’ imagery is essential for effective change detection during tax assessment, among other primary uses, and should be preserved.

Additionally, Franklin County is an existing customer of EagleView’s Pictometry services and its imagery and tools are already heavily integrated throughout the County’s GIS architecture. These types of systems are not plug-and-play, so they are not simply interchangeable should the County ever change vendors. Indeed, multiple existing County solutions would have to be re-engineered, re-configured, or completely replaced in order to have some other system integrated into them. This extra cost and the interruption of services should be avoided at all costs as several key County departments already rely on this existing service daily. These departments include 911 Dispatch, Planning & Zoning, the Building Department, the Commissioner of Revenue’s Office, Public Safety, and the Sheriff’s Office among others. Access to the aerial imagery is also made available to the Franklin County public by integrating it into the County’s multiple online GIS viewers.
DISCUSSION:

The Board of Supervisors approved $150,000 of year-end carry over funds on October 19, 2021, for half of the contracted amount for these aerial photography services through EagleView Technologies, Inc. This contract primarily provides 6° ortho and oblique aerial photography of the entire county, plus managed online access to proprietary Pictometry tools with up to 50 concurrent users.

Staff has negotiated a discounted multi-year contract for three flights over the next six years using sole source procurement. Accordingly, the County will appreciate a significant reduction in fees compared to executing year-to-year contracts. The agreement secures the first year’s flight while including a non-appropriations clause which subjects each subsequent flight to the further appropriation of funds. Since half of the required funding has already been secured, staff plans to request appropriation of the remaining funds ($50,000 per year) over the next three budget years. The initial funding has been set aside in a capital account for GIS in line item #30160023-53002.

Significantly, the use of year-end carry over funds allows staff to initiate the first of the 3 contracted flights during the spring of 2022. This schedule will make the imagery available in time to benefit the 2023 real estate tax appraisal process which kicks off in the fall of 2022.

This contract also includes access to emergency re-flights in the event of a declared emergency meeting certain thresholds (F4 tornado, 6.0 earthquake, Cat-2 hurricane, a declared act of terrorism, etc.). Re-flights typically occur within 30 days of the disaster and the imagery would be made available on an expedited basis.

Staff has received the contract from EagleView Technologies, Inc. and requires Board of Supervisors approval to execute the contract. The contract has been reviewed by the county’s Finance Office and County Attorney’s office. Furthermore, the staff has stated that only one source was determined to be available for the item being procured and will purchase under sole source procurement (see attached).

RECOMMENDATIONS:

Staff respectfully requests that the Board authorize the County Administrator and County Attorney to execute all documents necessary to approve the six-year, three flight contract with EagleView Technologies, Inc. for Pictometry services using sole source procurement, as only one source was determined to be available for this item, in the total amount of $298,797 ($99,599 per flight), for three flights to be paid over a total of six years. Flights two and three, again, being contingent on the availability of funds at the time of the flight.

POSSIBLE BOARD ACTIONS:

Motion to Approve: I move to approve the six-year, three flight contract with EagleView Technologies, Inc. for Pictometry services using sole source procurement in the total amount of $298,797 ($99,599 per flight), and authorize the County Administrator and County Attorney to execute the necessary contract documents including stating that only one source was determined to be practically available.

Motion to Table: I move to delay approval of the six-year, three flight contract with EagleView Technologies, Inc. for Pictometry services in the total amount of $298,797 ($99,599 per flight), until additional information can be provided.

Motion to Deny: I move to deny approval of the six-year, three flight contract with EagleView Technologies, Inc. for Pictometry services in the total amount of $298,797 ($99,599 per flight).
SOLE SOURCE or PROPRIETARY PROCUREMENT REQUEST

To: Franklin County Finance Department
From: Eric Schmidt - GIS Coordinator

Request for sole source procurement. Answer questions 1 – 4 below.  X
Request for proprietary procurement. Answer questions 1 – 2 below.

Vendor: EagleView Technology Corporation
Service or Product: Pictometry Oblique Aerial Photography

Please answer the following questions fully to substantiate a sole source or proprietary procurement. Your answers should be clear and thorough. Use additional sheets of paper if necessary to provide sufficient answers.

1. What is the nature of the product or service to be procured and how will it be used by Franklin County.

Both ortho (vertical) and oblique (low angle) aerial photography, plus the tools to leverage the imagery for numerous County functions. The aerial imagery can be accessed by staff via an account-based website. The imagery is also available in desktop and Web-based GIS solutions. The imagery is used for tax assessment, codes enforcement, 911 dispatch, investigations, fire pre-planning, Emergency Management, as well as public access so that local citizens have access to the imagery as well.

2. Why is this product or service the only product or service that can meet the County’s requirements for its intended use?

Franklin County has multiple years of previous Pictometry imagery in our local data library. These years of imagery are accessed via EagleView’s proprietary Web application, CONNECTExplorer. Changing to a different vendor would mean that we lose all those previous years’ worth of oblique imagery. Having multiple years is crucial for the process of change detection, a key factor in property tax reassessment. We simply cannot afford to start back at square one where our imagery library is concerned.

3. Why is the vendor listed the one source practicably available for this procurement?

Apart from the aforementioned prior years of imagery, existing third-party integrations of EagleView into the County’s GIS enterprise architecture makes EagleView the only practicable oblique aerial imagery solution for Franklin County. The cost of having to re-engineer, reconfigure, or completely replace certain integrations into existing solutions across the County that currently utilize EagleView tools and data makes a change in vendor not only cost-prohibitive, but irresponsible with the County’s tax dollars.

4. What effort has been made to secure the best possible price for this service or product?

County staff have negotiated a contract for three flights, payable over six years, that secured a significant discount from signing single flight contracts. Additionally, flights two and three are contingent on the availability of funding as there is a non-appropriations clause within the contract to protect the County should funding not be available for the 2024 or 2026 flights. Finally, the cost of the new contract kept the total cost flat when compared to previous contracts, so there is no increase in cost to continue this service.

Authorized Signature: ___________________________ Date: 11/9/2021
Procurement Manager’s Signature: ___________________________ Date: ___________________________
AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
FRANKLIN COUNTY, VA ("CUSTOMER")

1. This order form ("Order Form"), in combination with the contract components listed below:
   
   Section A: Product Descriptions, Prices and Payment Terms
   Section B: License Terms:
   - Delivered Content Terms and Conditions of Use
   - Online Services General Terms and Conditions
   - Web Visualization Offering Terms and Conditions
   - Software License Agreement
   Section C: Non-Standard Terms and Conditions
   Appendix 1: Photogrammetric Product Specifications
   Map(s)

   (all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Section C: Non-Standard Terms and Conditions; Appendix 1: Photogrammetric Product Specifications; Section A: Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

   **CUSTOMER NOTICE ADDRESS**
   1255 Franklin Street
   Suite 103
   Rocky Mount, VA 24151
   Attn: Eric Schmidt, Gis Coordinator
   Phone: (540)-483-3000

   **PICTOMETRY NOTICE ADDRESS**
   25 Methodist Hill Drive
   Rochester, New York 14623
   Attn: General Counsel
   Phone: (585)-486-0093     Fax: (585)-486-0098

   Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry’s obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry’s obligations under this Agreement.

5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS. EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

**PARTIES:**

<table>
<thead>
<tr>
<th>CUSTOMER</th>
<th>PICTOMETRY</th>
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<tr>
<td>FRANKLIN COUNTY, VA</td>
<td>PICTOMETRY INTERNATIONAL CORP.</td>
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<td>a Delaware corporation</td>
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**SIGNATURE:**

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**EXECUTION DATE:**

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**DATE OF RECEIPT (EFFECTIVE DATE):**

<p>| CUSTOMER          | PICTOMETRY                              |</p>
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<th>QTY</th>
<th>PRODUCT NAME</th>
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<tr>
<td>760</td>
<td>Reveal Essentials- Neighborhood</td>
<td>Provides ortho and oblique imagery at a neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Leaf: Leaf On: Less than 30% leaf cover</td>
<td>$160.00</td>
<td>$120.00 (25%)</td>
<td>$91,200.00</td>
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<tr>
<td>2</td>
<td>Pictometry Connect - CA - 50</td>
<td>Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-based custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement Product Parameters: Admin User Name: Eric Schmidt Admin User Email: <a href="mailto:eric.schmidt@franklincountyva.gov">eric.schmidt@franklincountyva.gov</a></td>
<td>$2,200.00</td>
<td></td>
<td>$4,400.00</td>
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<td>FutureView Adv Training</td>
<td>Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to $500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry’s travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form</td>
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  Admin User Name: Eric Schmidt  
  Admin User Email: eric.schmidt@franklincountyva.gov |          |        |          |
| 1   | Pictometry Connect - EarlyAccess    | Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions | $10,000.00 | 0.00 (100%) | $0.00   |
| 1   | RapidAccess - Disaster Response Program | RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form | $0.00      |                    | $0.00   |
| 1   | Oblique Imagery Bundle w/2(2) Yrs of EFS Maint & Support | Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement | $0.00      |                    | $0.00   |
|     |                                    | **SUBTOTAL** $99,599.00                                                            |            |                    |         |

**SECOND PROJECT**

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<td>1</td>
<td>Oblique Imagery Bundle w/Two(2) Yrs of EFS Maint &amp; Support</td>
<td>Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>RapidAccess - Disaster Response Program</td>
<td>RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td></td>
</tr>
</tbody>
</table>

SUBTOTAL | $99,599.00

Thank you for choosing Pictometry as your service provider.

TOTAL | $ 298,797.00

1Amount per product = ((1-Discount %) * Qty * List Price)

STANDARD ORTHO MOSAIC PRODUCTS
Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible outlines along mosaic seams resulting from the following types of artifacts:

i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
iii. Building insect and clipping generally caused by buildings not being represented in the elevation data;
iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
vii. Single GSD color variations caused by illumination differences or multiple aircraft/camera captures;
viii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
ix. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

Geofences:
FIRST PROJECT
For the Pictometry Connect - CA - 50, Pictometry Connect View - CA product(s) in this project, the following geofences apply:
VA Franklin (Primary)

SECOND PROJECT
For the Pictometry Connect - CA - 50, Pictometry Connect View - CA product(s) in this project, the following geofences apply:
VA Franklin (Primary)

THIRD PROJECT
For the Pictometry Connect - CA - 50, Pictometry Connect View - CA product(s) in this project, the following geofences apply:
VA Franklin (Primary)

FEES; PAYMENT TERMS
All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT
Due at Signing $12,449.87
Due at Initial Shipment of Imagery $37,349.63
Due at First Anniversary of Shipment of Imagery $49,799.50
Total Payments $99,599.00

SECOND PROJECT
Due at Initial Shipment of Imagery $49,799.50
Due at First Anniversary of Shipment of Imagery $49,799.50
Total Payments $99,599.00

THIRD PROJECT
Due at Initial Shipment of Imagery $49,799.50
Due at First Anniversary of Shipment of Imagery $49,799.50
Total Payments $99,599.00

RapidAccess—Disaster Response Program ("DRP")
Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

A. Disaster Coverage Imagery at No Additional Charge – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- **Hurricane**: areas affected by hurricanes of Category 2 and higher.
- **Tornado**: areas affected by tornadoes rated EF4 and higher.
- **Terrorist**: areas affected by damage from terrorist attack.
- **Earthquake**: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- **Tsunami**: areas affected by damage to critical infrastructure resulting from tsunamis.
B. **Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.
SECTION B

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the “Delivered Content Terms and Conditions”), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms “you” and “your” in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

1.1 “Authorized Subdivision” means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.

1.2 “Authorized System” means a workstation or server that meets each of the following criteria: (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.

1.3 “Authorized User” means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.

1.4 “Delivered Content” means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.

1.5 “Project Participants” means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:

(a) install the Delivered Content on Authorized Systems;

(b) permit access and use of the Delivered Content through Authorized Systems by:

(i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;

(ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpeg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and

(iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpeg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.

2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.

2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.

2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.

2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.

2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.

2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

3.1 Geographic Data. If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.

3.2 Notification. You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.

3.3 Authorized User Compliance. You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.

3.4 Authorized Subdivision Compliance. You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.

3.5 Project Participants. Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants’ planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

4.1 Term. The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry’s right to terminate the license in the event you do not pay in full the fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.

4.2 Effect of Termination. Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

5.1 Use of Pictometry's Marks. You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies
of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry’s trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

5.2 Confidentiality of Delivered Content. The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY: DISCLAIMER OF WARRANTIES

6.1 Limited Warranties; Exclusive Remedy. Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.

6.2 Disclaimer of Other Warranties. Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.

6.3 Limitation of Liability. With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

7.1 Restricted Rights. Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with “Restricted Rights” as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.

7.2 Governing Law. This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]
SECTION B

PICTOMETRY ONLINE SERVICES

GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of handcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.

1.2 You may not make the Online Services available to any other party.

1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.

1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.

1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.

1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.

1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.

1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.

1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.

1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.

1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User") and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User’s Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User’s access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.

2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.

2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.

3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.

3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.

3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.

3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.

3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.

3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.

3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.

3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

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C-0001-20200910.8
5. LIMITATION OF LIABILITY

5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User’s use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

5.2 “Covered Party” means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.

5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY’S INDEMNITY OBLIGATIONS TO YOU OR YOUR ELIGIBLE USERS INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.

5.5 Notwithstanding anything to the contrary in this Section 5:
(a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party’s claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry’s expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
(b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
(c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will (a) only be applied prospectively, and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change in terms and conditions of this License Agreement is not acceptable. For terms and conditions of this License Agreement to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be implemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.

6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.

6.4 The failure of, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry’s written consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.

6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.

6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.

6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]
SECTION B

PICTOMETRY WEB VISUALIZATION OFFERING

TERMS AND CONDITIONS

These Pictometry Web Visualization Offering Terms and Conditions (the “WVO Terms and Conditions”), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the “WVO License Agreement”) that governs your use of Pictometry web visualization offerings (the “WVO Services”), the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images (the “WVO Licensed Content”) provided by Pictometry International Corp. and its affiliated companies (collectively, “Pictometry”). The terms “you” and “your” in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the WVO License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

1.1 You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single web site operated exclusively by or for you to serve you and your public constituents and not for resale or redistribution or commercial use of any nature.

1.2 You may not copy or retain copies of the WVO Licensed Content obtained through the WVO Services or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the WVO Services or any other Pictometry Services, nor will your authorize or permit any user of the WVO Services to do so.

1.3 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos without the express written consent of Pictometry.

1.4 You may not remove, alter or obscure copyright notices or other notices contained in the WVO Licensed Content.

1.5 You may not offer any part of the WVO Services or the WVO Licensed Content for commercial resale or commercial redistribution in any medium.

1.6 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third-party suppliers. Neither you nor any users of the WVO Services or the WVO Licensed Content acquire any proprietary interest in the WVO Services, the WVO Licensed Content, or any copies thereof; except the limited use rights granted herein.

2. TERMS OF ACCESS TO WVO SERVICES

2.1 You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third-party suppliers, and (e) THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.2 The WVO Services, the WVO Licensed Content, and features and functionality within the WVO Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.

2.3 You are aware and understand that any user data collected or stored by the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

3.1 The WVO Services and the WVO Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.

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3.3 All measurements and reports generated by the WVO Services or from the WVO Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.

3.4 Contour information obtained from the WVO Services or contained in the WVO Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.

3.5 While the WVO Services and the WVO Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third-party suppliers of the WVO Services and the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from such use.

3.6 Your reliance on the WVO Services and the WVO Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.

3.7 The WVO Services and the WVO Licensed Content assume no responsibility for any consequences resulting from the use of the WVO Services or the WVO Licensed Content.

3.8 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the WVO Services and the WVO Licensed Content.

3.9 By accepting these WVO Terms and Conditions or by using the WVO Services or the WVO Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the WVO Services or the WVO Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the WVO Services or the WVO Licensed Content.

4. LIMITED WARRANTY

4.1 Pictometry represents and warrants that it has the right and authority to make the WVO Services and the WVO Licensed Content available to you as authorized expressly by this WVO License Agreement.

4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors or omissions from the WVO Services or the WVO Licensed Content, (b) the unavailability or interruption of the WVO Services or any features thereof or the WVO Licensed Content, (c) your or any other party’s use of the WVO Services or the WVO Licensed Content, (d) the loss or corruption of any data or equipment in connection with the WVO Services or the WVO Licensed Content, (e) the content, accuracy, or completeness of the WVO Licensed Content, all...
regardless of any assistance received in the use of the WVO Service from a Covered Party, (i) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the WVO Services.

5.2 "Covered Party" means (a) Pictometry, its affiliates and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any WVO Licensed Content or third party alliance entity and their affiliates.

5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WVO SERVICES OR THE WVO LICENSED CONTENT OR THIS WVO LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE WVO SERVICES IN THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WVO SERVICES, THE WVO LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (OR ANY OTHER WVO SERVICES USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.

5.5 Notwithstanding anything to the contrary in this Section 5:

(a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the WVO Services or the WVO Licensed Content, asserted against you by such third party provided: (i) all use of the WVO Services and the WVO Licensed Content was in accordance with this WVO License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the WVO Services or the WVO Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.

(b) In addition to Section 5.5(a), if the WVO Services, the operation thereof or the WVO Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the WVO Services or the WVO Licensed Content; (ii) replace or modify the WVO Services or the WVO Licensed Content so that they become non-infringing; or (iii) terminate the WVO License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

6.1 The terms and conditions of this WVO License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this WVO License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated Pictometry customers using the WVO Services. You may terminate this WVO License Agreement upon written notice to Pictometry if any change to the terms and conditions of this WVO License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the WVO Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this WVO License Agreement may not be amended, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this WVO License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

6.2 In the event of a breach of this WVO License Agreement by you or someone using the WVO Services, Pictometry may temporarily suspend or discontinue providing access to the WVO Services without notice and Pictometry may pursue any other legal remedies available to it.

6.3 All notices and other communications hereunder shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.

6.4 The failure of you, Pictometry, or any third party supplier of the WVO Services or any WVO Licensed Content to exercise any provision hereof shall not constitute a waiver or construe as a waiver of such provision or of the right to enforce it at a later time.

6.5 You may not assign or otherwise transfer your rights or delegate your duties under this WVO License Agreement without the prior written consent of Pictometry. Any attempt by you to assign, transfer or delegate your rights or obligations under this WVO License Agreement without Pictometry's consent shall be void, and shall also void the licensed content granted to you by this WVO License Agreement. This WVO License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

6.6 This WVO License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this WVO License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

6.7 This WVO License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this WVO License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent; and (b) such invalidity or unenforceability will not affect any other provision of this WVO License Agreement.

6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the WVO Services or any WVO Licensed Content has the right to assert and enforce the provisions of this WVO License Agreement directly on its own behalf as a third party beneficiary.

6.9 In the event of a breach of your obligations under this WVO License Agreement or your payment obligations with respect to access to the WVO Services or the WVO Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.

6.10 This WVO License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or oral communications, representations, proposals or quotations relating to that subject matter.

[END OF WEB VISUALIZATION OFFERING TERMS AND CONDITIONS]
SECTION B

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4. DISCLAIMERS OF WARRANTY. USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.

5. LIMITATION OF LIABILITY. IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS ($50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6. TERMINATION. This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.

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A. Restricted Rights. Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.

B. Foreign Trade Restrictions. The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.

C. Governing Law. This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.

D. Assignment. You may not assign this License without Pictometry’s prior written consent. Any assignment in violation of this License will be null and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.

E. Partial Invalidity; Survival. If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

F. Force Majeure. Except with respect to Customer’s payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event.
A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

G. Waiver. No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.

H. Entire Agreement; Construction. This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]
SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the Commonwealth of Virginia, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the Commonwealth of Virginia in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Non-appropriation of Funds. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:
   a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;
   b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement, and
   c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

4. The parties, upon mutual agreement, may extend this Agreement for additional Projects.

[END OF NON-STANDARD TERMS AND CONDITIONS]
## APPENDIX I

### PHOTOGRAMMETRIC PRODUCT SPECIFICATIONS

#### Essentials+ Neighborhood deliverables

<table>
<thead>
<tr>
<th>Product</th>
<th>Essentials+ Neighborhood</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orthomosaic Specifications</td>
<td>• Typical Positional Horizontal Accuracy: 1m at a 95% confidence level&lt;br&gt;• Fully automated photogrammetric orthomosaic. Imagery may contain seams&lt;br&gt;• Project-wide color and contrast balancing</td>
</tr>
<tr>
<td>Oblique Imagery</td>
<td>Nominal 6in GSD oblique imagery or better:&lt;br&gt;• Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamslines</td>
</tr>
<tr>
<td>Metadata and Reporting</td>
<td>Metadata:&lt;br&gt;• Metadata generated that meets FGDC Standards upon request&lt;br&gt;• Shapefile(s) with discrete deliverable boundaries and directional metadata</td>
</tr>
<tr>
<td>Orthomosaic Deliverable Format (Online)</td>
<td>Resolution:&lt;br&gt;• Nominal 6in GSD&lt;br&gt;Access Methods:&lt;br&gt;• Available via web-based viewer (Connect) - Contracted separately&lt;br&gt;• Also available via WMS/WMTS (Image Service) - Contracted separately</td>
</tr>
<tr>
<td>Orthomosaic Deliverable Format (Physical)</td>
<td>Resolution:&lt;br&gt;• Nominal 6in GSD&lt;br&gt;Projection/Coordinate System:&lt;br&gt;• Customer Selectable&lt;br&gt;Datum:&lt;br&gt;• Customer Selectable&lt;br&gt;File Format:&lt;br&gt;• Mosaic Tiles&lt;br&gt;  • Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file&lt;br&gt;  • Includes separate Pictometry Map Image (PMI) trailer file&lt;br&gt;• Project-Wide Mosaic&lt;br&gt;  • Available in ECW, MrSID (All versions) format</td>
</tr>
<tr>
<td>Oblique Imagery Deliverable Format</td>
<td>Access methods:&lt;br&gt;• Available via web-based viewer (Connect) - Contracted separately</td>
</tr>
<tr>
<td>Delivery Timeline</td>
<td>• Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion</td>
</tr>
</tbody>
</table>
EXECUTIVE SUMMARY

AGENDA TITLE: Community Development Block Grant COVID-19 Mitigation Grant Agreements

AGENDA DATE: November 16, 2021

BOARD ACTION: Yes

SUBJECT/PROPOSAL/REQUEST: Proposed Board approval of agreements with DHCD and various partners related to previously awarded CDBG grant

INFORMATION: No

CONSENT AGENDA: Yes

ATTACHMENTS: Yes

STAFF CONTACT(S): Burnette

STRAEGIC PLAN FOCUS AREA:
- Economic Development
- Financial Stability
- Infrastructure
- Lifelong Learning
- Managed Growth
- Public Safety
- Operational Effectiveness

REVIEWED BY: Christopher L. Whitlow, County Administrator

BACKGROUND:
At its March meeting, the Board approved making application to the Department of Housing's Community Development Block Grant (CDBG) program in the amount of $103,000. This grant application was approved by the Department of Housing and Community Development (DHCD) and the County has now completed the pre-contract stage. These funds will be used to assist with the provision of services at the Franklin County Free Clinic and food for aged and low-to-moderate income citizens. As part of the grant-funded program, the County will provide the Franklin County Free Clinic up to $50,000 in CDBG funds for staffing and related services to assist with COVID vaccinations. Additionally, up to $50,000 in CDBG funds will be split between the County's Aging Services department and STEP, Inc. to provide food services to aging and low-to-moderate income citizens. Aging Services will use its funding to provide vouchers to Franklin County seniors for use at the Rocky Mount Farmer's Market. STEP, Inc. will provide vouchers for local low-to-moderate-income (LMI) citizens to get food at participating local restaurants. The West Piedmont Planning District Commissioner is administering the grant for the County and its partners.

DISCUSSION:
When receiving a CDBG grant, there are a number of required steps to be performed between grant approval and grant funds availability. This “pre-contract” stage includes the adoption of various policies by the Board, completion of specific program designs, and the holding of two public comment sessions. All of the pre-contract activities have now been completed and the project activities are ready to begin. Prior to beginning project activities, the County needs to execute a series of agreements and Memorandums of Understanding. Specifically, these include: agreement with the Department of Housing and Community Development; agreement with West Piedmont Planning District Commission; MOU with the Town of Rocky Mount (in regards to the Rocky Mount Farmer’s Market); MOU with STEP, Inc.; and an MOU with the Franklin County Free Clinic. These agreements are attached for the Board’s information.

RECOMMENDATION:
Staff respectfully recommends that the Board approve the attached agreements and MOU’s regarding the awarded CDBG-CV grant.

POSSIBLE BOARD ACTIONS:
MOTION to APPROVE:

I make a motion to approve the attached agreements and MOU's with DHCD, West Piedmont Planning, the Town of Rocky Mount, STEP, and the Franklin County Free Clinic as presented.

MOTION to TABLE:

I make a motion to table the adoption of the proposed agreements and MOU's until additional information is provided.

MOTION to DENY:

I make a motion to deny approving the attached agreements and MOU's with DHCD, West Piedmont Planning, the Town of Rocky Mount, STEP, and the Franklin County Free Clinic as presented.
FRANKLIN COUNTY – DHCD AGREEMENT
CONTRACT #: 20-20-47 UN/COV19
GRANTEE: County of Franklin
CFDA#: 14.228

AGREEMENT

This AGREEMENT, entered into as of this 18th day of October 2021, by and between the Virginia Department of Housing and Community Development hereinafter referred to as "DHCD" and the County of Franklin, Virginia hereinafter referred to as "GRANTEE."

WITNESSETH

WHEREAS, the Commonwealth of Virginia has been authorized to distribute and administer Community Development Block Grant (CDBG) funds pursuant to the Housing and Community Development Act of 1974, as amended, and

WHEREAS, DHCD has been authorized by the Governor of the Commonwealth of Virginia to distribute and administer CDBG funds in the form of a Urgent Need Open Submission (UNOS) COVID-19 GRANT according to the CDBG Program Design, and

WHEREAS, the PROJECT as described in the Proposal as submitted by the GRANTEE qualifies for CDBG funding on the basis of the Urgent Need non-competitive selection system outlined in the CDBG Program Design,

Now THEREFORE, the above-mentioned parties hereto do mutually agree as follows:

1. DHCD agrees to award the GRANTEE an URGENT NEED OPEN SUBMISSION GRANT in an amount of the total allowable, eligible costs in carrying out the ACTIVITIES included in Products herein described not to exceed one hundred three thousand and 00/100 dollars ($103,000.00).

2. DHCD agrees to provide the GRANTEE with technical assistance in setting up and carrying out the administration of its CDBG Grant.

3. The GRANTEE will commence, carry out and complete the following Products (more thoroughly described in the GRANTEE'S CDBG Proposal).

PROJECT TITLE: COVID Pandemic Response 2021

OUTCOMES: Support urgent needs related to prevention, preparation, and response to Coronavirus, specifically supporting one (1) local non-profit, five (5) small, local restaurants, one (1) local farmers market, and approximately one thousand two hundred (1,200) low-to moderate-income residents within Franklin County and the Town of Rocky Mount that have been adversely affected.
BENEFITS: Supporting the local free clinic, local restaurants, the local farmers market, and food security and/or continued access to healthcare for low- to moderate-income residents will meet an urgent need imposed by the effects of the global COVID-19 pandemic.

ACTIVITIES:

1. Administer this project in a timely and compliant manner per DHCD HUD guidelines;

2. Support continued access to quality healthcare for approximately five hundred (500) low- to moderate-income individuals (LMI) in Franklin County and the Town of Rocky Mount by reimbursing eligible operational costs for the Bernard Health Center: Free Clinic of Franklin County;

3. Support approximately five (5) local restaurants by purchasing vouchers for approximately two hundred (200) LMI individuals in Franklin County; and

4. Support one (1) local farmers market by purchasing vouchers for five hundred (500) individuals (age 50 and over) in Franklin County.
4. The aforementioned PROJECT shall be carried out, and grant payments made in strict conformance with the CONTRACT DOCUMENTS.

5. The GRANTEE will use the lesser of (1) the amount specified above, or (2) if, at total PROJECT completion, there are cost underruns or project savings, these costs shall revert to DHCD and other funding sources committed to the PROJECT in the CIG proposal on a proportional basis, unless superseded by other federal program requirements. In no case will leveraged funds be returned beyond that amount which would have changed the PROJECT’s ability to be funded initially.

6. The GRANTEE will initiate the ACTIVITIES required by the CONTRACT DOCUMENTS beginning October 18, 2021, unless grant Special Conditions require additional action on specified PRODUCT(S) before proceeding with that PRODUCT(S). In such instances, the GRANTEE will initiate action relative to removal of the Special Conditions beginning with the execution of this AGREEMENT.

7. The GRANTEE shall complete the work as described in the CONTRACT DOCUMENTS within 9 months of the execution of this AGREEMENT, or more specifically on or before June 30, 2022. If the ACTIVITIES are not completed by that date all CIG funding and this AGREEMENT shall be terminated and the Grantee shall return all unexpended funds, unless an amendment to the CONTRACT DOCUMENT provides otherwise.

8. DHCD agrees to make payment to the GRANTEE upon receipt of a properly completed and signed invoice. Requests for Payment may be made, allowing approximately twenty-one days to receive the funds. Funds are to be immediately disbursed by the GRANTEE and shall not be deposited in an interest-bearing account.

9. The term CONTRACT DOCUMENTS means the following documents which are a part of this AGREEMENT and are incorporated by reference herein as if set out in full.

A. GRANTEE’S CDBG Proposal (including revisions);
B. CDBG AGREEMENT;
C. SPECIAL CONDITIONS;
D. GENERAL CONDITIONS;
E. ASSURANCES;
F. AMENDMENTS (none as of the date this Agreement was signed);
G. GRANT MANAGEMENT MANUAL (Those items specified as being required);
H. CONTRACT NEGOTIATION RECORD;
I. PROJECT MANAGEMENT PLAN;
J. PROGRAM INCOME PLAN;
K. ANY PROJECT SPECIFIC PLAN AND OR PROGRAM DESIGN; and
L. LAST APPROVED BUDGET.
In witness whereof, the parties hereto have executed or caused to be executed by their duly authorized official this AGREEMENT in duplicate, each copy of which will be deemed an original.

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

BY: ___________________________ DATE: ___________________________
    Jay Grant, Deputy Director

City of Richmond,
Commonwealth of Virginia

I do certify that Jay Grant personally appeared before me and made oath that he is Deputy of Operations, Planning, and Compliance of the Department of Housing and Community Development and that he is duly authorized to execute the foregoing document.

My commission expires: ___________________________.

Given under my hand this _____ day of ____________, 2021.

_________________________________________  ___________________________
Notary Public Registration Number

COUNTY OF FRANKLIN

BY: ___________________________ DATE: ___________________________
    Christopher Whitlow, County Administrator

County of Franklin,
Commonwealth of Virginia

I do certify that Christopher Whitlow personally appeared before me and made oath that he is County Administrator of Franklin County and that he is duly authorized to execute the foregoing document.

My commission expires: ___________________________.

Given under my hand this _____ day of ____________, 2021.

_________________________________________  ___________________________
Notary Public Registration Number

Approved as to form:

County Attorney

02.5 CIG UNCOV19 Agreement/REV.29.2020
SPECIAL CONDITIONS

1. Notwithstanding the effective date of this contract, October 18, 2021, eligible expenses not to exceed $103,000.00 incurred prior to this date have been approved for reimbursement. The effective date of this authorization is March 12, 2020.

2. No leverage funds are required for this project.

3. Non-Duplication of Benefits: DHCD maintains a strict non-duplication of benefits policy. The County and its agents may not accept or distribute CDBG funds and other funds to pay for the same benefit(s) for the same time period. Local failure to adhere to this policy will result in suspension and ultimately cancellation of the grant, and local reimbursement to DHCD of all CDBG funds expended through this project.

4. DHCD expects remittance requests for each CDBG-funded budget activity to be submitted at least monthly. All remittance requests must be submitted via CAMS and shall be accompanied at least by a cover memorandum and copies of relevant invoices and checks. Remittances for administration expenses will be accepted and processed only on a pay-for-performance basis. The benchmarks to be used in determining eligibility for payment will be negotiated between the GRANTEE and the assigned Community Development Specialist. The benchmarks, compensation, and their schedule shall be considered as an ATTACHMENT to this CONTRACT. The GRANTEE must include a comparable compensation process for making payments to contractual service providers, and that process with benchmarks and a compensation schedule must be included in contracts with service providers.

5. The Grantee has prepared an Environmental Exemption Certificate. This is an environmental review format for a Part 58 project that is categorically excluded, not subject to the Federal laws and authorities referenced at 24 CFR 58.5 (CENST) or exempt from the National Environmental Policy Act (NEPA) due to the absence of any construction activity.

6. All grant-related work shall occur using a management team concept and representing all stakeholders.

7. The Project Management Team shall meet regularly (at least monthly) to properly monitor the Project’s progress. The Team will review its Project Management Plan to determine if the project is being implemented according to the projected plan. The plan will be updated promptly in recognition of a deviation from projections and DHCD will be notified.

8. DHCD reserves the right to end funding at any point should the project prove nonviable. This includes, but may not be limited to, lack of progress in conformance with the approved Project Management Plan.

9. Monthly progress reports must be submitted to DHCD. These reports must document CDBG and non-CDBG funds expended and obligated to date and the actions taken on key benchmarks that support the successful completion of the project.

10. DHCD reserves the right to receive additional documentation pertaining to professional service, non-professional service or other contracts obligating CDBG funds prior to approving remittance requests.
11. Throughout the life of the project, the GRANTEE will ensure that the appropriate staff attends all relevant DHCD training, including the 2021 Grant Management Workshop. Depending upon the training being offered, this may include the grant manager, contract compliance officer and the financial manager.

12. As the Centralized Application and Management System (CAMS) is implemented, at a minimum, the following must be observed:

A. The original executed GRANT AGREEMENT must be mailed to DHCD, along with the original Certification of Signatures and Address. Upon receipt of the AGREEMENT, it will be signed by DHCD’s Deputy Director of Community Development. DHCD will upload the executed AGREEMENT into CAMS. The GRANTEE must download a copy and place it into the official grant project files. If the GRANTEE would like an original signature page, the GRANTEE should request it when it returns the AGREEMENT.

B. After the AGREEMENT has been executed, the GRANTEE must submit the project budget into CAMS.

C. After it has been signed by all required signatories except for the Community Development Specialist, the Project Management Plan, including the timeline, must be mailed to DHCD. The Plan will be signed by the Community Development Specialist and uploaded into CAMS.

D. All correspondence, including contract amendment and budget revision requests, must be uploaded into “Reports and Communication” in CAMS as correspondence documents.

E. All ACTIVITIES required by this contract must be uploaded into “Reports and Communication” in CAMS as contract documents.

F. All remittance requests must be submitted through “Remittance” in CAMS. If products are submitted in “Reports and Communication” at the same time as a remittance request, the explanation text box at the bottom of the Remittances screen must note this fact.

G. The following pre-contract activity documents must be scanned in its entirety and as a single document and uploaded into “Reports and Communication” in CAMS as contract documents: Environmental Exemption Certificate; Executed Fair Housing Certification; Executed Program Design(s), including Oversight Board by-laws, if appropriate; and Executed Certification of Signatures and Address.

H. All annual financial audit reports as required by this AGREEMENT shall be submitted through CAMS.

GENERAL CONDITIONS
1. **DEFINITIONS** - Whenever used in the CONTRACT DOCUMENTS the following terms when written in all capital letters shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

   A. **AMENDMENT** - A formal addition or modification to the CONTRACT DOCUMENTS which has been approved in writing by both parties, and which affects the scope, objectives or completion date of the PROJECT, or which affects the manner in which the PROJECT is to be carried out.

   B. **APPLICANT** - The entity which made the proposal for COMMUNITY IMPROVEMENT GRANT funding and accepted responsibility for assuring compliance and performance of all conditions.

   C. **ASSURANCES** - The ASSURANCES which are attached to this document.

   D. **COMMUNITY IMPROVEMENT GRANT (CIG)** - The funds, the PROJECT and PRODUCTS to be funded, and all conditions, laws and regulations affecting administration of funds currently in effect or as subsequently amended, and provided by DHCD to the GRANTEE from Community Development Block Grant funds allocated by the U.S. Department of Housing and Urban Development.

   E. **CONTRACT DOCUMENTS** - The legal agreement between DHCD and the GRANTEE including the AGREEMENT and all documents referenced in paragraph 9 thereof.

   F. **GRANTEE** - The entity which is the recipient of CIG funds and as such must comply with CONTRACT DOCUMENTS.

   G. **MANUAL** - The Community Improvement Grant Management Manual, which contains required forms and instructions for the administration of CIG's and provides required and non-required procedures for project management.

   H. **PRODUCT** - A PROJECT activity which constitutes a specific portion of the PROJECT, and as such is covered by its own budget.

   I. **PROJECT** - The physical activities undertaken to meet the overall stated objective for which CIG funding is utilized.

   J. **PROJECT MANAGEMENT PLAN** - A plan prepared by the Grantee, which identifies roles, responsibilities, method of contract administration and oversight, key dates for task implementation and completion, analysis of potential problems and management organization.

   K. **WORK** - All labor, equipment and materials necessary to produce the construction of the PROJECT as required by the CONTRACT DOCUMENTS.

   L. **WRITTEN NOTICE** - Any notice from one party to the AGREEMENT to the other signed by an authorized official which transmits binding statements of fact or condition and is delivered to the appropriate authorized official either in person or through the United States mail.

2. **ADMINISTRATIVE PROCEDURES** - The GRANTEE shall perform all contracted WORK and administer all grant funds and activities in conformance with the general terms and special
3. ACCOUNTING RECORDS - The GRANTEE shall establish and maintain separate accounts within its existing accounting system or set up accounts independently which are in conformity with the requirements of the Code of Federal Regulations (24 CFR Part 85), the DHCD MANUAL requirements and any WRITTEN NOTICES from DHCD. The GRANTEE shall record in its accounting system all Grant payments received by it pursuant to this Grant and all other funds provided for, accruing to, or otherwise received on account of the Grant.

All costs, including paid services contributed by the GRANTEE or others, charged to the Grant shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Grant shall be clearly identified, readily accessible, and separate and distinct from all other such documents. Such documents shall reside at the offices of the GRANTEE locality.

4. COSTS INCURRED PRIOR TO GRANT AGREEMENT EXECUTION - No costs incurred prior to the execution of the AGREEMENT shall be eligible for reimbursement with Grant funds, unless such incurred costs are authorized in writing by DHCD.

5. PROGRAM BUDGET - The GRANTEE shall carry out activities and incur costs only in conformance with the latest approved budget for the Grant and subject to the provisions of these CONTRACT DOCUMENTS. The budget may be revised through Administrative Procedures detailed in the MANUAL, but no such budget or revision shall be effective unless and until the Department shall have approved the same in writing or as indicated in item 16 of these General Conditions.

6. RECORDS - The GRANTEE shall maintain such records in such a manner as prescribed in the MANUAL. Records shall be readily accessible to DHCD, appropriate State and Federal agencies, and the general public during the course of the project and shall remain intact and accessible for five years from final closeout. Except if any litigation claim or audit is started before the expiration of the five year period the records shall be retained until such action is resolved. Notwithstanding, records of any nonexpendable property must be retained for a five year period following final disposition.

7. REPORTS - The GRANTEE shall furnish, regularly and in such form as DHCD may require, reports concerning the status of project activities and grant funds. Such reports shall be submitted in the form and manner as prescribed in the MANUAL and in WRITTEN NOTICES from DHCD.

All reports shall be completed in full and submitted at the time prescribed by DHCD. Reports shall contain accurate information and shall detail any problems, delays or adverse conditions experienced.

8. QUALITY CONTROL - The GRANTEE accepts the responsibility to assure that all grant funded PRODUCTS shall be implemented with the highest possible degree of competence, workmanship, quality and cost effectiveness. To this end, the GRANTEE shall provide a system of quality control to include all aspects of grant administration and project implementation.
The GRANTEE shall obtain a certification of inspection and final completion signed by the project engineer or by the person responsible for quality control at the completion of each construction ACTIVITY.

9. COMMUNICATIONS - WRITTEN NOTICES shall constitute the only means of binding statements of fact or condition between the parties of this agreement. All required reports and requests to be issued by the GRANTEE must be made by way of a WRITTEN NOTICE unless other means are specified in the CONTRACT DOCUMENTS. Please note that project-specific technical assistance provided via email does NOT have the weight of official WRITTEN NOTICE. Rather, it is comparable to oral technical assistance discussions. All directives, findings and other formal issuance by DHCD must be transmitted through a WRITTEN NOTICE unless otherwise specified in the CONTRACT DOCUMENTS.

WRITTEN NOTICES shall be signed by and addressed to the appropriate authorized official and shall be considered transmitted when delivered in person, uploaded into CAMS or through the United States mail.

The GRANTEE shall act upon and respond to WRITTEN NOTICES promptly as directed.

10. ACCESS TO BENEFITS - No access or connection fees shall be charged to low- and moderate-income persons for access to improvements or benefits provided by grant funds. All low- and moderate-income persons identified in the proposal shall be assured access to and use of grant assisted improvements by regular user charges for the specified service.

11. BENEFITS - The PROJECT shall be implemented in such a manner so as to provide benefits to all persons identified in the project proposal. Affirmative steps shall be taken to assure direct benefit to low- and moderate-income persons in the number and extent identified in the proposal.

12. PROGRAM INCOME - Any income derived from activities financed with grant funds is program income and shall be utilized in the following manner:

A. Program income earned during the life of the grant is considered Active Program Income. It must be tracked by contract year. A contract year begins with the effective date of the contract and concludes 364 days later. Grantees shall track all Program Income based on the date that it is earned and report said amounts to DHCD when requested. When Active Program Income exceeds $35,000 in any given contract year, 100% of that income earned must be spent immediately for eligible project expenses in lieu of drawing down funds. The Grantee may be able to access the total amount of CDBG funds in the grant agreement provided the Grantee has an approved Program Income Plan, the project is completed in a timely manner, and there are eligible project expenses that can be incurred in delivering products consistent with the CDBG grant agreement.

When Active Program Income is less than $35,000 in a given contract year, it does not have to be expended immediately. It may be held in an interest bearing account. The Active Program Income and interest earned from it must be tracked by the Grantee. All Active Program Income earned in given program years in amounts of under $35,000 per year can accumulate until the end of the project. The cumulative amount of these funds shall be used on eligible CDBG project activities at the end of the project. In these cases, the Grantee may use the program income in addition to the total amount of CDBG funds in the grant agreement.
provided the Grantee has an approved Program Income Plan, the project is completed in a timely manner, and there are eligible project expenses that can be incurred in delivering products consistent with the CDBG grant agreement. Funds remaining at Administrative Closeout of the grant must be returned to DHCD.

B. Miscellaneous revenue is proceeds received in a 12-month reporting period (July 1 – June 30) of less than $35,000 from an administratively closed project funded with CDBG monies. No amount of miscellaneous revenue received in the reporting period may be expended until after the period has ended and that fiscal year’s report has been submitted to and approved by DHCD. Grantees must retain the funds until it is authorized by DHCD to expend the proceeds locally. It must be returned to DHCD, unless DHCD has approved a Program Income Plan. Program Income Plans must be revised when the Grantee wants to change the activities approved. The revised plan must be submitted to DHCD for review and approval.

C. Inactive program income is all revenue received in a 12-month reporting period (July 1 – June 30) of >$35,000 from an administratively closed project funded with CDBG monies. All inactive program income received in the 12-month reporting period will be held in reserve until after the reporting period has ended and that fiscal year’s report has been submitted to and approved by DHCD.

At the time the report is submitted, a specific work plan and budget may be submitted, outlining the proposed use of inactive program income. A timeline to expend all funds within twelve (12) months must be included. Work plans will only be approved if the proposed activities are the same activities for which the proceeds were generated.

Inactive program income must be reported to DHCD along with the other required annual reports; e.g., Activity and Beneficiary, Section 3, and Contract and Subcontract Activity Reports at the end of the state fiscal year.

It must be reported for five years and then can be expended according to the approved Program Income Plan.

Projects assisted with tax credits or other equity investment type projects MUST return all of its inactive program income to DHCD. Contact the Division of Community Development’s Fiscal Analyst for instructions on how to do so.

D. Any lump sum receipt of inactive program income of $35,000 or more during a state fiscal year (July 1 – June 30) must be reported to DHCD at the time it is received and transmitted to DHCD within 60 days. Returned funds should be made payable to Treasurer of Virginia. The check’s memo line should indicate the grant number and the type of funds being returned, e.g., CDBG inactive program income. A reference in the required audit is not sufficient.

E. Program income funds must be accounted for separately on the balance sheet. It must be tracked by the amounts due and received monthly by client’s name, separated by active/inactive status and by contract number, project year and by amount expended annually. Copies of supporting documents must be placed in the grant project files.
13. CONTRACT SECURITY - The GRANTEE shall secure all materials and equipment, purchased or paid for with grant funds through insurance coverage of the full value of the same.

All persons contracted, employed or otherwise utilized in the grant and having responsibility for the management, disposition, expenditure or use of Grant funds shall be bonded by a surety registered to do business in the Commonwealth of Virginia in an amount commensurate with their authority and potential liability.

14. METHOD AND TIMING OF PAYMENT - The GRANTEE shall utilize Request for Payment procedures as specified in the MANUAL. The GRANTEE shall request funds only for those amounts which have been obligated, encumbered or expended through other accounts and which can be expended upon receipt or soon thereafter. To this end, the GRANTEE shall develop a financial management system which provides for timely expenditure of requested grant funds.

15. DRAWDOWN AND PAYMENT OF GRANT FUNDS - Drawdowns and expenditure of CDBG funds must be made subsequent to or in proportion to other funds within the budget per activity, and in accord with an agreed-upon pay-for-performance schedule.

16. BUDGET REVISIONS/AMENDMENTS - The GRANTEE shall not obligate, encumber, spend or otherwise utilize CIG funds for any activity or purpose not included or not in conformance with the budget as apportioned and as submitted to DHCD unless the GRANTEE has received explicit approval by WRITTEN NOTICE from DHCD to undertake such actions.

17. CHANGE ORDERS - DHCD must approve all change orders on construction contracts. Any change order, regardless of cost, which results in a change of project scope, will be a disallowed cost.

18. TERMINATION, SUSPENSION, CONDITIONS -

A. FOR CAUSE - If through any cause, the GRANTEE or DHCD fails to comply with the terms, conditions or requirements of the CONTRACT DOCUMENTS the other party may terminate or suspend this AGREEMENT by giving WRITTEN NOTICE of the same and specifying the effective date of termination or suspension at least five (5) days prior to such action.

If, after the effective date of any suspension of this AGREEMENT, it is mutually agreeable to DHCD and the GRANTEE upon remedy of any contract violation by the GRANTEE or DHCD, the suspension may be lifted and the AGREEMENT shall be in full force and effect at a specified date after the parties have exchanged WRITTEN NOTICES stating a mutual understanding that the cause for suspension has been identified, agreed to and remedied.

In the case of contract violations by the GRANTEE, DHCD may impose conditions other than termination or suspension which are appropriate to ensure proper grant and project administration and adherence to the terms of the CONTRACT DOCUMENTS. Such conditions must be imposed through WRITTEN NOTICE.

B. FOR CONVENIENCE - DHCD may terminate this AGREEMENT for convenience in the event that DHCD is no longer authorized as an agency to administer the CDBG program or if the federal funds allocated are no longer available.
The GRANTEE may terminate this AGREEMENT for convenience at any time provided that all of the following conditions are met:

i. The GRANTEE gives DHCD ten (10) days WRITTEN NOTICE; and

ii. The PRODUCTS which have been initiated either have been completed and may be utilized in their stage of completion in a manner consistent with the objectives in the GRANTEE'S CIG Proposal, or will be completed by the GRANTEE through its own or other resources; and

iii. The GRANTEE had honored or will honor all contractual obligations to third parties affected by the PROJECT; and

iv. DHCD agrees to the termination.

A GRANTEE'S valid termination for convenience in accordance with these CONTRACT DOCUMENTS shall not affect nor prejudice the GRANTEE'S future relationship with DHCD nor its future consideration as a CIG recipient.

19. SUBSEQUENT CONTRACTS - The GRANTEE shall remain fully obligated under the provisions of the CONTRACT DOCUMENTS notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the PRODUCTS for which the Grant assistance is being provided to the GRANTEE.

Any GRANTEE or CONTRACTOR or SUBCONTRACTOR which is not the APPLICANT shall comply with all the lawful requirements of the APPLICANT necessary to ensure that the PROJECT for which this assistance is being provided under this AGREEMENT is carried out in accordance with the APPLICANT'S Assurances and Certifications.

Grantees shall obtain a financial disclosure report from all contractors, subcontractors, developers, and consultants which certifies the financial interest of all officers, directors, principal stockholders, or other persons who will have a $50,000 or 10 percent or greater interest in the contract whichever is lower.

20. POLITICAL ACTIVITY PROHIBITED - None of the funds, materials, property or services contributed by the DHCD or the GRANTEE, under this AGREEMENT, shall be used in the performance of this AGREEMENT for any partisan political activity, or to further the election or defeat of any candidate for public office.

21. INTEREST OF MEMBER OF AGENCY AND OTHERS - No officer, member, or employee of the GRANTEE and no member of its governing body, and no other public official of the governing body of the locality or localities in which the PROJECT is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROJECT shall participate in any decision relating to this AGREEMENT which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this AGREEMENT or the proceeds thereof.
22. OFFICIALS NOT TO BENEFIT - No member of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise therefrom.

23. CERTIFICATIONS - The GRANTEE certifies that it will comply with the following:

A. Freedom of Information Act;

B. Virginia Conflict of Interest Act; and

C. Virginia Fair Employment Contracting Act.

24. BENEFICIARIES - There are no third party beneficiaries of this AGREEMENT. The provisions contained in these CONTRACT DOCUMENTS represent the entire AGREEMENT between DHCD and the GRANTEE. The provisions are designed to assist in meeting the community needs of the GRANTEE identified in the GRANTEE’S CIG proposal, but are not designed to accrue to the specific benefit of any individual person or entity residing or located in the GRANTEE’S community or elsewhere. Consequently, the terms of these CONTRACT DOCUMENTS may be enforced by DHCD or the GRANTEE exclusively and not by any individual person or entity residing or located in the GRANTEE’S community or elsewhere as a third-party beneficiary of this contract.

25. AUDITS - All GRANTEES that receive funding during a program year and/or have projects in progress are required to submit financial statements to DHCD. Required statements are as follows: Financial Statement**, Reviewed Financial Statement prepared by an independent Certified Public Accountant (CPA), Financial Statements that have been audited by an independent CPA or an audit required by the Code of Federal Regulations (CFR), (2 CFR 200 Subpart F), audited by an independent CPA. Please see the table below to determine which document your organization is required to submit.

The threshold requirements outlined below are the minimal standards required by DHCD. We strongly encourage all organizations receiving funds from DHCD to undertake the highest level of financial management review to ensure practices and procedures are fully examined and evaluated.
<table>
<thead>
<tr>
<th>Threshold Requirement</th>
<th>Document</th>
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<tbody>
<tr>
<td>Total annual expenditures ≤ $100,000 (Regardless of source)</td>
<td>Financial Statement(s) prepared by organizations**</td>
</tr>
<tr>
<td>Total annual expenditure between $100,001 and $300,000 (Regardless of source)</td>
<td>Reviewed Financial Statement(s) prepared by an Independent Certified Public Accountant (CPA)</td>
</tr>
<tr>
<td>Total annual expenditures &gt; $300,000 (Regardless of source)</td>
<td>Financial Statement(s) that have been audited by an Independent CPA</td>
</tr>
<tr>
<td>Federal expenditures ≥ $750,000</td>
<td>2 CFR 200 Subpart F Audit – Audited by an Independent CPA</td>
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</tbody>
</table>

**Does not require preparation by a CPA

Required financial statements must be submitted yearly, within nine (9) months after the end of your fiscal year or 30 (thirty) days after it has been accepted (reviewed financial statement(s), audited financial statement(s), and 2 CFR 200 Subpart F audit only) - whichever comes first.

Entities must electronically submit their financial statement(s), reviewed financial statement(s), audit financial statement(s), 2 CFR 200 Subpart F audit in DHCD’s Centralized Application and Management System (CAMS,) which requires the organization to register in CAMS at [https://dmzl.dhcd.virginia.gov/camsportal>Login.aspx](https://dmzl.dhcd.virginia.gov/camsportal/Login.aspx). Entities are required to have a DHCD-reviewed and approved current audit or financial statement(s) in order to submit a remittance request.

Additional reporting requirement (for local governments and non-profit organizations)

In accordance with the Code of Federal Regulations, Title 2 CFR Part 200 Subpart F, non-Federal entities that expend $750,000 or more in federal awards within the entity’s fiscal year are required to complete a “Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations” (see Appendix A for sample form), upload your audit to CAMS and submit a copy of your Audited Financial Statement to the Federa Audit Clearinghouse at: [https://harvester.census.gov/facweb/files/2013%20Form%20DSF-SAC.pdf](https://harvester.census.gov/facweb/files/2013%20Form%20DSF-SAC.pdf).

The full DHCD Audit Policy, including an explanation of the specific document requirements, can be found online at: [https://www.dhcd.virginia.gov/sites/default/files/Docx/audit-policy.dhcd-audit-policy.pdf](https://www.dhcd.virginia.gov/sites/default/files/Docx/audit-policy.dhcd-audit-policy.pdf).
ASSURANCES/CERTIFICATIONS

The GRANTEE hereby assures and certifies that:

1. It possesses legal authority to execute the PROJECT.

2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the PROJECT application including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the GRANTEE to act in connection with the PROJECT application and to provide such additional information as may be required.

3. Its chief executive officer or other officer of GRANTEE approved by the Virginia Department of Housing and Community Development:

   A. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.5(a) through (h) which further the purposes of NEPA insofar as the provisions of such Federal law apply to this Grant;

   B. Is authorized and consents on behalf of the GRANTEE and himself to accept the jurisdiction of the Federal and Commonwealth of Virginia courts for the purpose of enforcement of his responsibilities as such an official.

4. It will comply with the regulations, policies, guidelines and requirements of the Code of Federal Regulations 2 CFR 200, as amended or replaced from time to time, as they relate to the PROJECT, acceptance, and use of Federal funds under this Grant; and, as applicable, all State laws and administrative requirements which may supersede them (by virtue of being more stringent).

5. It will comply with:

   A. Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.

   B. Section 906 of Public Law 100-625 (Cranston-Gonzalez National Affordable Housing Act) which prohibits discrimination on the basis of religion or religious affiliation. No person shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG funds on the basis of his or her religion or religious affiliation.

   C. Executive Order 11246, as amended (Contracts/subcontracts above $10,000)

      During the performance of this contract, the GRANTEE agrees as follows:

      1) The GRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The GRANTEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment
advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3) The GRANTEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the GRANTEE's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The GRANTEE will comply with all provisions of Executive Order 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5) The GRANTEE will furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the GRANTEE's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the GRANTEE may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7) The GRANTEE will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The GRANTEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a GRANTEE becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the GRANTEE may request the United States to enter into such litigation to protect the interests of the United States.
D. Subcontracts

Each contractor or subcontractor shall include the equal opportunity clause in each of its subcontracts.

6. All parties to this contract hereby agree to comply with the provisions of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) which provides: that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance of any dollar amount – no minimum threshold.

7. All parties to this contract hereby agree to comply with the provisions of Section 109 of the Housing and Community Development Act or 1974, as amended which provides: No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity of any dollar amount – no minimum threshold.

8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

9. It will comply with the provisions of the Hatch Act which limits the political activity of employees.

10. It will require buildings or facilities designed with funds provided under this Grant to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1-R 1980, in accordance with the Virginia Uniform Statewide Building Code. The Grantee will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

11. It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

12. It will comply with the provisions of Executive Order 11988, relating to evaluation of flood hazards and Executive Order 12088 relating to the prevention, control, and abatement of water pollution.
13. It will comply with Section 104 (l) of the Housing and Community Development Act of 1974, as amended, in that: it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is subject of such nonviolent civil rights demonstration within its jurisdiction.

Christopher Whitlow, County Administrator

Date

Approved as to form:

County Attorney
FRANKLIN COUNTY – WPPDC AGREEMENT
West Piedmont
Planning District Commission
Serving Franklin, Henry, Patrick, and Pittsylvania Counties - Cities of Danville and Martinsville - Town of Rocky Mount - Since 1970

Grant Administration Agreement
For
Franklin County COVID Pandemic Response 2021

This Agreement, entered into this 16th day of November, 2021, by and between the West Piedmont Planning District Commission, hereinafter referred to as the PDC, and Franklin County, Virginia, hereinafter referred to as the Grantee.

WHEREAS, the Grantee, was or will be awarded a $103,000 CDBG-CV grant in 2021 for the Franklin County COVID Pandemic Response 2021 Project; and

WHEREAS, the PDC is a political subdivision of the Commonwealth of Virginia and is authorized by the Virginia Regional Cooperation Act to assist member Local Governmental Units; and

NOW THEREFORE, the Grantee and PDC do mutually agree as follows:

1. GRANT AWARD
The Grantee agrees to accept the CDBG-CV grant, if awarded, in the amount of $103,000 to be spent on COVID pandemic response activities to support Low- to Moderate-Income persons and coordinate all project participants and activities directly related to the overall administration of the project.

2. SCOPE OF WORK REQUIRED OF PDC
The PDC agrees to provide grant administration services and coordination to the Grantee related to project implementation, and to do so in accordance with all the terms and conditions set forth in this agreement to the satisfaction of the Virginia Department of Housing and Community Development (DHCD). The PDC will carry out the work in conjunction with the Grantee, in compliance with the assurances and conditions set forth in the grant agreement executed between the Grantee and DHCD.

3. TIME OF PDC PERFORMANCE
The PDC agrees to commence performance of the activities called for herein on the date of the execution of the agreement between the Grantee and DHCD. Said time of performance will coincide with the term of the agreement between the Grantee and DHCD.

4. DUTIES AND RESPONSIBILITIES OF THE PDC
The PDC agrees to provide the following planning and management activities:

   a. Pre-Contract Requirements – The PDC will assist the Grantee with the pre-contract requirements outlined in the DHCD Contract Agreement dated November 16, 2021.
b. General Record Keeping – The PDC will set up and maintain all necessary files for the Grantee. Files will contain all records, correspondence, and documentation related to the project. The PDC will provide initial response to all project related correspondence and identify the proper location of all correspondence within the project files.

c. Procurement – The PDC will assist the Grantee in compliance with state and/or federal procurement legislation and regulation, if necessary.

d. Advertising – The PDC will prepare and/or review all advertisements and public notices to ensure that all requirements are met, as required.

e. Management Team Meetings – The PDC will coordinate and attend all management team or project status meetings with the Grantee and other project partners.

f. General Coordination and Administration – The PDC will coordinate project activities with partnering organizations to ensure the project is completed in accordance with DHCD and CDBG-CV guidelines and requirements.

g. Drawdown Requests – The PDC will prepare and submit to Grantee all drawdown requests to DHCD when requested by the Grantee.

h. Reporting – The PDC will prepare any reports required for the project until administrative closeout.

5. DUTIES AND RESPONSIBILITIES OF THE GRANTEE

The Grantee agrees to do the following administrative activities:

a. Financial Record Keeping – the Grantee will maintain in its office at the county building, an official set of financial records of the CDBG-CV grant funding in this project, review, and sign all drawdown requests prepared by the PDC.

b. General Record Keeping – The Grantee will notify the PDC of any correspondence pertaining to the project which appears to need prompt action.

c. Audit – The Grantee will conduct an annual audit of all grant funds to be undertaken in conjunction with the Grantee’s annual audit.

d. Advertising – The Grantee will pay for all advertisements related to the project.

e. Benefit Tracking – The Grantee will satisfy any benefit tracking requirements after administrative closeout.

6. METHOD OF FUNDING

The Grantee agrees to pay the PDC cash consideration not to exceed five thousand dollars ($5,000), which would constitute full and complete payment for the PDC’s management activities as stipulated in section 4 of this Agreement. Such sums shall be paid upon receipt of the PDC’s requisition for payment. Such requisitions shall specify that the PDC performed the work in accordance with the terms and conditions of the Agreement, and that the PDC is entitled to receive the amount requested.

It is expressly understood and agreed by all parties hereto that in no event will the total funding be paid to the PDC hereunder exceed the maximum sum of $5,000 for the activities stipulated in section 4. It is further understood that the PDC will request payment for only those costs incurred by the PDC in fulfillment of the work responsibilities outlined herein. If the PDC incurs cost in excess of the funds stipulated in this section, those costs will be offset by the general operating budget of the PDC. If the PDC completes its responsibilities for less than the contract amount, the Grantee will
not be billed. In no case will the amount paid to PDC exceed the amount Grantee can use of grant funds for administration expenses.

7. AMENDMENT
This contract may be amended from time to time by written authorization of the PDC and the Grantee and shall be subject to renegotiation if such amendment results in the change in the scope of services, compensation, and/or method of payment.

8. MISCELLANEOUS

   a. Neither this contract nor any duties or obligations under this contract may be assigned by either party without the prior written consent of the other.
   b. This contract supersedes any and all other agreement, either oral or in writing, between the parties hereto with respect to the performance of the services contained herein, and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this contract shall be valid or binding. Any modification of this contract will be effective only if it is in writing signed by both parties.
   c. If any provision of this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
   d. This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any dispute that may arise under this contract shall be heard in a court of competent jurisdiction in Franklin County, Virginia.

WEST PIEDMONT PLANNING DISTRICT COMMISSION

Agreed to and Accepted:

By: Michael R. Armbrister, Executive Director

Signature:

Date: November 5, 2021
GRANTEE

Agreed to and Accepted:

By: Christopher L. Whitlow, County Administrator

Signature: ________________________________

Date: ________________________________

Approved as to form:

[Signature]

County Attorney
**Performance Budget**

Compensation for these tasks will be released upon successful completion of each task noted in the amount noted.

<table>
<thead>
<tr>
<th>Task</th>
<th>Percent</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under Contract with DHCD</td>
<td>20%</td>
<td>$1,000</td>
</tr>
<tr>
<td>Achievement of Benefits</td>
<td>60%</td>
<td>$3,000</td>
</tr>
<tr>
<td>Closeout of Project and Achieving Administrative Closeout</td>
<td>20%</td>
<td>$1000</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td>100%</td>
<td><strong>$5,000</strong></td>
</tr>
</tbody>
</table>
Subpart A: Equal Employment Opportunity

1. Executive Order 11246, as amended (Contracts/subcontracts above $10,000)
   a. During the performance of this contract, the contractor agrees as follows:
      (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
      (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
      (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
      (4) The contractor will comply with all provisions of Executive Order 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
      (5) The contractor will furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
      (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
      (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. Subcontracts
Each prime contractor or subcontractor shall include the equal opportunity clause in each of its subcontracts.

Subpart B: Title VI of the Civil Rights Act of 1964, as Amended
All parties to this contract hereby agree to comply with the provisions of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) which provides: that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance of any dollar amount – no minimum threshold.

Subpart C: Section 109 of the Housing and Community Development Act of 1974, as Amended
No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity of any dollar amount – no minimum threshold.

Subpart D: Section 3 of the Housing and Urban Development Act of 1968
(Applicable to all contracts 'subcontracts valued at $100,000 or more in federal funds')

1. The Section 3 area for this PROJECT is designated as the County of Franklin Businesses and Residents of this County are considered “local” for project reporting purposes.
2. The work to be performed under this contract is on a project assisted under a program providing direct financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and that contracts in connection with the project be awarded to business concerns which are located in, and owned in substantial part by persons residing in the project area.
3. The parties to this contract will comply with the provisions of said Section 3 and the procedures for compliance issued pursuant thereto by the Virginia Department of Housing and Community Development set forth in this section to wit:
   a. The PUBLIC BODY and the CONTRACTOR shall analyze the tasks to be performed under this CONTRACT and identify:
      (1) The opportunities for training and employment of lower income residents of the project area, and
      (2) Contracts for construction contracts, non-construction contracts, materials and supplies in connection with the project to be awarded to business concerns that are located in, and owned in substantial part by persons residing in the project area.
b. After determining what construction contracts, non-construction contracts, materials and supplies will be needed to be procured by the CONTRACTOR to complete the contract:

(1) The CONTRACTOR shall fill all employment positions to the greatest extent feasible with residents of the local (Section 3) county to the extent such residents are available and meet the generally accepted qualifications for the position(s) needed to be filled. In addition, the CONTRACTOR will fill all vacant trainee positions to the greatest extent feasible with residents of the local (Section 3) county to the extent such residents are available.

(2) The CONTRACTOR will subcontract to, and procure to the greatest extent feasible all construction contracts, non-construction contracts, materials and supplies necessary for the PROJECT from business concerns located and substantially owned by residents of the local (Section 3) county to the extent that such items are available, and of comparable quality and cost.

c. The CONTRACTOR shall not circumvent these Section 3 requirements by:

(1) Filling vacant trainee or employment positions in its organization immediately prior to undertaking work on the PROJECT; or

(2) Entering into procurement contracts immediately prior to undertaking work on the PROJECT.

4. The CONTRACTOR will include this Section in every subcontract for work in connection with this PROJECT and will, at the direction of the PUBLIC BODY, take corrective action pursuant to the SUBCONTRACT upon a finding that the SUBCONTRACTOR is in violation of these provisions. The CONTRACTOR will not subcontract with any SUBCONTRACTOR where it has notice or knowledge that the latter has been found in violation of Section 3 of the Housing and Urban Development Act of 1968, and will not award any SUBCONTRACT unless the SUBCONTRACTOR has provided it with a preliminary statement of ability to comply with Section 3.

5. Compliance with the provisions of Section 3 and the provisions of this Section are a condition of the Federal financial assistance provided to the PROJECT, binding upon the PUBLIC BODY. Failure to fulfill these requirements shall subject the PUBLIC BODY, its contractors, its subcontractors and its successors to those sanctions specified by the grant agreement or contract through which Federal assistance is provided.

6. The parties to this CONTRACT verify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

Subpart E: Records Retention
The CONTRACTOR shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this contract during the period of this contract and for five (5) years from the date of final payment; except, if any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

Subpart F: Provisions Required by Law Deemed Inserted
The provisions of Article 4 (Ethics in Public Contracting), Chapter 7 of Title 11 of the Code of Virginia, as amended, is hereby incorporated by reference and each and every other provision of law and clause required by law to be inserted herein shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein.

Subpart G: Immigration Reform and Control Act of 1986
The Contractor agrees by signing this contract that he/she does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

Subpart H: Access to Records
The Public Body, the Virginia Department of Housing and Community Development, the U.S. Department of Housing and Urban Development, the U.S. Department of Labor, the Inspector General, and the General Accounting Office, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.

Subpart I: Drug-Free Workplace Act Assurances
The Contractor agrees by signing this contract that he/she will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about -
   i. The dangers of drug abuse in the workplace;
   ii. The grantee's policy of maintaining a drug-free workplace;
   iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
   i. Abide by the terms of the statement; and
   ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the Virginia Department of Housing and Community Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such condition;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
   i. Taking appropriate personnel action against such an employee, up to and including termination; or
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
FRANKLIN COUNTY – ROCKY MOUNT AGREEMENT
Grant Agreement Letter

By and Between

Franklin County, Virginia and the Town of Rocky Mount, Virginia

Town of Rocky Mount
345 Donald Avenue
Rocky Mount VA 24151

Re: Franklin County CDBG-CV COVID Response Grant Agreement
   Farmers Market Voucher Program
   Franklin County/Town of Rocky Mount

Dear Town of Rocky Mount,

Franklin County was awarded a Community Development Block Grant-Coronavirus (CDBG-CV) grant from the Virginia Department of Housing and Community Development (DHCD) to provide Farmers Market vouchers to senior residents residing in Rocky Mount and Franklin County. The Farmers Market Voucher Program will provide vouchers to be used for purchasing fresh food, produce, and starter plants from vendors at the Rocky Mount Farmers Market.

The Rocky Mount Farmers Market shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. Recipients of Farmers Market vouchers distributed via the grant program are entitled to equal treatment and shall receive the same quality food and service as any other patron.

Franklin County and the Town of Rocky Mount will follow the CDBG-CV grant guidelines outlined in the CDBG-CV grant agreement between DHCD and Franklin County, as well as the processes and procedures outlined in the grant’s project management plan and program design.

By executing this Agreement, the Town of Rocky Mount agrees to abide by all the requirements expressed herein.

For purposes of this Agreement, the following shall apply:

1. The Rocky Mount Farmers Market shall provide coordination and initial payment of the program’s Farmers Market vouchers up to a total of $21,250 over the life of the project.

2. Franklin County will reimburse Rocky Mount for the payments made to Farmers Market vendors participating in the Farmers Market voucher program.

[AUTHORIZED SIGNATURES TO FOLLOW]
Witness the following signatures in Agreement:

Franklin County, Virginia

By: ____________________________  Dated: __________, 2021
Name: 
Title: 

Rocky Mount, Virginia

By: ____________________________  Dated: __________, 2021
Name: 
Title: 

Approved at to form:

[Signature]
County Attorney
FRANKLIN COUNTY – FREE CLINIC AGREEMENT
Franklin County COVID-19 Support for Nonprofit Network, 2021 – Free Clinic Memorandum of Understanding

THIS MEMORANDUM, made and executed in duplicate and entered into this 16th day of November, 2021, by and between Franklin County, hereinafter referred to as “County” and the Free Clinic of Franklin County, Inc. (FCFC) hereinafter referred to as “FCFC”.

A: Description

The Franklin County COVID-19 Support for Nonprofit Network, 2021 – Free Clinic hereinafter referred to as “Program” is for services to assist uninsured, low- to moderate-income residents with listed relief related to the COVID-19 emergency. Franklin County will provide assistance to FCFC to reimburse for expenses related to the delivery of healthcare services.

B: FCFC Responsibilities

1. Administration of the project by the FCFC shall be in a timely and compliant manner per Virginia Department of Housing and Community Development (DHCD) and U.S Housing and Urban Development (HUD) guidelines. DHCD’s attachment to all non-construction contracts is attached as Appendix A.

2. Reimbursement to the FCFC shall not begin until the County provides a written Notice to Proceed. Eligible services will include eligible expenditures that have been incurred between March 12, 2020, and August 1, 2022.

3. Eligible reimbursable expenses include utilities (water, sewer, solid waste, telephone, electricity), COVID-related expenses including tele-medicine software, and professional clinic labor related to COVID19 vaccine administration in 2021.

4. FCFC will provide pay requests to: Kathleen McEvoy, West Piedmont Planning District Commission at kmccvoy@wpdpc.org. The reimbursement request will include receipts and an explanation for expenditures. Once approved for completion and compliance with this MOU by the West Piedmont Planning District Commission, it shall be submitted for payment to the County.

5. FCFC will comply with DHCD records retention policies and the Virginia Public Records Act for all records generated for this project or can elect to transfer all records to West Piedmont Planning District Commission for record retention. The records will remain available for Franklin County audit until the record retention requirements are met.
C: County Responsibilities
All funds will be provided from the Franklin County COVID-19 Support for Nonprofit Network, 2021 grant contract (#20-20-47 UN-COV).

1. Upon receiving reimbursement request and completed documentation, the County will provide up to $51,325.16 for eligible expenses.

2. The County shall have a minimum of 20 days to process and pay requests for payment once documentation is deemed complete and submitted by the FCFC and approved by WPPDC.

3. Prior to final payment, the County can inspect all documentation to assure completion in compliance with the Scope of Work and MOU.

D: Termination

1. This MOU may be terminated by either party upon written notice to the other party by certified or registered mail, return receipt requested, at least thirty (30) days prior to the expiration of the term.

2. Notwithstanding any provision in this MOU to the contrary, if, by operation of law, the County shall cease to exist or its powers and authority are limited so as not to permit the continuation of the agreement for the purpose and use for which same is utilized, or the Franklin County COVID-19 Support for Nonprofit Network, 2021 grant contract (#20-20-47 UN-COV) is terminated, then this MOU and all obligations hereunder shall terminate.

3. This MOU shall fully terminate on August 1, 2022 and shall not be further renewed beyond that date.

E: Change Orders
This instrument constitutes the entire Memorandum of Understanding between the parties and no written or oral contract of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a written change order signed by the parties hereto.

F: Acceptance:

In Witness Whereof, the parties hereto have hereunto set their hands and seals, including the adopting of the typed word and characters (SEAL) as their seal, the day and year first above written.
Franklin County

(SEAL)

Christopher L. Whitlow, County Administrator

Free Clinic of Franklin County, Inc. (FCFC)

(SEAL)

Ellen Holland, Executive Director

Approved at to form:

[Signature]

County Attorney
Appendix A:

Subpart A: Equal Employment Opportunity
1. Executive Order 11246, as amended (Contracts/subcontracts above $10,000)
   a. During the performance of this contract, the contractor agrees as follows:
      (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
      (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
      (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
      (4) The contractor will comply with all provisions of Executive Order 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
      (5) The contractor will furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
      (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. Subcontracts
Each prime contractor or subcontractor shall include the equal opportunity clause in each of its subcontracts.

Subpart B: Title VI of the Civil Rights Act of 1964, as Amended
All parties to this contract hereby agree to comply with the provisions of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) which provides: that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance of any dollar amount – no minimum threshold.

Subpart C: Section 109 of the Housing and Community Development Act of 1974, as Amended
No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity of any dollar amount – no minimum threshold.

Subpart D: Section 3 of the Housing and Urban Development Act of 1968
(Applicable to all contracts subcontracts valued at $100,000 or more in federal funds)

1. The Section 3 area for this PROJECT is designated as the County of Franklin Businesses and Residents of this County are considered “local” for project reporting purposes.
2. The work to be performed under this contract is on a project assisted under a program providing direct financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3
requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and that contracts in connection with the project be awarded to business concerns which are located in, and owned in substantial part by persons residing in the project area.

3. The parties to this contract will comply with the provisions of said Section 3 and the procedures for compliance issued pursuant thereto by the Virginia Department of Housing and Community Development set forth in this section to wit:

   a. The PUBLIC BODY and the CONTRACTOR shall analyze the tasks to be performed under this CONTRACT and identify:

      (1) The opportunities for training and employment of lower income residents of the project area, and

      (2) Contracts for construction contracts, non-construction contracts, materials and supplies in connection with the project to be awarded to business concerns that are located in, and owned in substantial part by persons residing in the project area.

   b. After determining what construction contracts, non-construction contracts, materials and supplies will be needed to be procured by the CONTRACTOR to complete the contract:

      (1) The CONTRACTOR shall fill all employment positions to the greatest extent feasible with residents of the local (Section 3) county to the extent such residents are available and meet the generally accepted qualifications for the position(s) needed to be filled. In addition, the CONTRACTOR will fill all vacant trainee positions to the greatest extent feasible with residents of the local (Section 3) county to the extent such residents are available.

      (2) The CONTRACTOR will subcontract to, and procure to the greatest extent feasible all construction contracts, non-construction contracts, materials and supplies necessary for the PROJECT from business concerns located and substantially owned by residents of the local (Section 3) county to the extent that such items are available, and of comparable quality and cost.

   c. The CONTRACTOR shall not circumvent these Section 3 requirements by:

      (1) Filling vacant trainee or employment positions in its organization immediately prior to undertaking work on the PROJECT; or

      (2) Entering into procurement contracts immediately prior to undertaking work on the PROJECT.

4. The CONTRACTOR will include this Section in every subcontract for work in connection with this PROJECT and will, at the direction of the PUBLIC BODY, take corrective action pursuant to the SUBCONTRACT upon a finding that the SUBCONTRACTOR is in violation of these provisions. The CONTRACTOR will not subcontract with any SUBCONTRACTOR where it has notice or knowledge that the latter has been found in violation of Section 3 of the Housing and Urban Development Act of 1968, and will not award any SUBCONTRACT unless the SUBCONTRACTOR has provided it with a preliminary statement of ability to comply with Section 3.
5. Compliance with the provisions of Section 3 and the provisions of this Section are a condition of the Federal financial assistance provided to the PROJECT, binding upon the PUBLIC BODY. Failure to fulfill these requirements shall subject the PUBLIC BODY, its contractors, its subcontractors and its successors to those sanctions specified by the grant agreement or contract through which Federal assistance is provided.

6. The parties to this CONTRACT verify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

Subpart E: Records Retention
The CONTRACTOR shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this contract during the period of this contract and for five (5) years from the date of final payment; except, if any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

Subpart F: Provisions Required by Law Deemed Inserted
The provisions of Article 4 (Ethics in Public Contracting), Chapter 7 of Title 11 of the Code of Virginia, as amended, is hereby incorporated by reference and each and every other provision of law and clause required by law to be inserted herein shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein.

Subpart G: Immigration Reform and Control Act of 1986
The Contractor agrees by signing this contract that he/she does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

Subpart H: Access to Records
The Public Body, the Virginia Department of Housing and Community Development, the U.S. Department of Housing and Urban Development, the U.S. Department of Labor, the Inspector General, and the General Accounting Office, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.

Subpart I: Drug-Free Workplace Act Assurances
The Contractor agrees by signing this contract that he/she will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
(b) Establishing a drug-free awareness program to inform employees about -
   i. The dangers of drug abuse in the workplace;
   ii. The grantee's policy of maintaining a drug-free workplace;
   iii. Any available drug counseling, rehabilitation, and employee assistance programs;
   and
   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
   i. Abide by the terms of the statement; and
   ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
(e) Notifying the Virginia Department of Housing and Community Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such condition;
(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
   i. Taking appropriate personnel action against such an employee, up to and including termination; or
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
FRANKLIN COUNTY – STEP AGREEMENT
Franklin County COVID-19 Support for Nonprofit Network, 2021 – Food Security
Memorandum of Understanding

THIS MEMORANDUM, made and executed in duplicate and entered into this 16th day of November, 2021, by and between Franklin County, hereinafter referred to as “County” and Solutions That Empower People, Inc, hereinafter referred to as “STEP”.

A: Description

The Franklin County COVID-19 Support for Nonprofit Network, 2021 – Food Security hereinafter referred to as “Program” is for services to assist low- to moderate-income residents with listed relief related to the COVID-19 emergency. Franklin County will provide assistance to STEP for the provision of food distribution through a restaurant meal voucher program.

B: STEP Responsibilities

1. Administration of the project by STEP shall be in a timely and compliant manner per Virginia Department of Housing and Community Development (DHCD) and U.S Housing and Urban Development (HUD) guidelines. DHCD’s attachment to all non-construction contracts is attached as Appendix A.

2. Reimbursable provision of services by the STEP shall not begin until the County provides a written Notice to Proceed. Eligible services can be completed between the Notice to Proceed and August 1, 2022.

3. STEP will support two hundred thirty (230) low- and moderate-income children in Franklin County with a restaurant meal voucher program to benefit a minimum of five (5) local restaurants.

4. Eligible expenses include purchase of restaurant meals through a restaurant meal voucher program.

5. STEP will provide pay requests to: Kathleen McEvoy, West Piedmont Planning District Commission at kmcevoy@wpptdc.org. The pay request will include copies of invoices and receipts for food purchases from approved Franklin County restaurants with documentation backup including completed household documentation. Once approved for completion and compliance with this MOU by the West Piedmont Planning District Commission, it shall be submitted for payment to the County.

6. STEP will comply with the Virginia Public Records Act for all records generated for this project. The records will remain available for Franklin County audit until the record retention requirements are met.

C. Schedule
The Program schedule will be monitored at monthly Project Management Team meetings according to the following schedules.

1. Food Distribution

<table>
<thead>
<tr>
<th>Number of Children – Food Distribution</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 children of 230</td>
<td>January 15, 2022</td>
</tr>
<tr>
<td>230 children of 230</td>
<td>March 15, 2022</td>
</tr>
</tbody>
</table>
2. **Restaurant Benefit**

<table>
<thead>
<tr>
<th>Number of Restaurants</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food Distribution</td>
<td></td>
</tr>
<tr>
<td>4 restaurants of 5</td>
<td>January 15, 2022</td>
</tr>
<tr>
<td>5 restaurants of 5</td>
<td>March 15, 2022</td>
</tr>
</tbody>
</table>

D. **Budget**

1. All funds will be provided from the Franklin County COVID-19 Support for Nonprofit Network, 2021 grant contract (#20-20-47 UN-COV).

2. No changes can be made to the line items in the budget without the express written approval of Franklin County and the Virginia Department of Housing and Community Development. Any requests for changes should be submitted to: Kathleen McEvoy, West Piedmont Planning District Commission at kmcevoy@wppdc.org.

3. Franklin County retains the authority to reduce the budget and corresponding household or resident numbers, by a signed written amendment to this Memorandum, based on percentage of achievement of benefits falling behind the schedule in the Project Management Plan.

E: **County Responsibilities**

1. Upon receiving reimbursement request and completed documentation, the County will provide up to the amount in the budget.

2. The County shall have a minimum of 20 days to process and pay request for payment once documentation is deemed complete and submitted by STEP and approved by WPPDC.

3. Prior to final payment, the County can inspect all documentation to assure completion in compliance with the Scope of Work and MOU.

F: **Termination**

1. This MOU may be terminated by either party upon written notice to the other party by certified or registered mail, return receipt requested, at least thirty (30) days prior to the expiration of the term.

2. Notwithstanding any provision in this MOU to the contrary, if, by operation of law, the County shall cease to exist or its powers and authority are limited so as not to permit the continuation of the agreement for the purpose and use for which same is utilized or the Franklin County COVID-19 Support for Nonprofit Network, 2021 grant contract (#20-20-47 UN-COV) is terminated, then this MOU and all obligations hereunder shall terminate.

3. This MOU shall fully terminate on August 1, 2022 and shall not be further renewed beyond that date.

G: **Change Orders**

This instrument constitutes the entire Memorandum of Understanding between the parties and no written or oral contract of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a written change order signed by the parties hereto.
H: Acceptance:

In Witness Whereof, the parties hereto have hereunto set their hands and seals, including the adopting of the typed word and characters (SEAL) as their seal, the day and year first above written.

Franklin County

__________________________(SEAL)
Christopher L. Whitlow, County Administrator

Solutions That Empower People, Inc

__________________________(SEAL)
Michael Crouse, Executive Director

Approved at to form:

[Signature]
County Attorney
Appendix A:

Subpart A: Equal Employment Opportunity
1. Executive Order 11246, as amended (Contracts subcontracts above $10,000)
   a. During the performance of this contract, the contractor agrees as follows:
      (1) The contractor will not discriminate against any employee or applicant for employment
          because of race, color, religion, sex, or national origin. The contractor will take affirmative
          action to ensure that applicants are employed, and that employees are treated during
          employment without regard to their race, color, religion, sex, or national origin. Such action
          shall include, but not be limited to the following: Employment, upgrading, demotion, or
          transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other
          forms of compensation; and selection for training, including apprenticeship. The contractor
          agrees to post in conspicuous places, available to employees and applicants for employment,
          notices to be provided setting forth the provisions of this nondiscrimination clause.
      (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf
          of the contractor, state that all qualified applicants will receive considerations for employment
          without regard to race, color, religion, sex, or national origin.
      (3) The contractor will send to each labor union or representative of workers with which he has a
          collective bargaining agreement or other contract or understanding, a notice to be provided
          advising the said labor union or workers' representatives of the contractor's commitments
          under this section, and shall post copies of the notice in conspicuous places available to
          employees and applicants for employment.
      (4) The contractor will comply with all provisions of Executive Order 11246, as amended, and of
          the rules, regulations, and relevant orders of the Secretary of Labor.
      (5) The contractor will furnish all information and reports required by Executive Order 11246, as
          amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto,
          and will permit access to his books, records, and accounts by the administering agency and the
          Secretary of Labor for purposes of investigation to ascertain compliance with such rules,
          regulations, and orders.
      (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this
          contract or with any of the said rules, regulations, or orders, this contract may be canceled,
          terminated, or suspended in whole or in part and the contractor may be declared ineligible for
          further Government contracts or federally assisted construction contracts in accordance with
          procedures authorized in Executive Order 11246, as amended, and such other sanctions may
          be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by
          rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
      (7) The contractor will include the portion of the sentence immediately preceding paragraph (1)
          and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless
          exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section
          204 of Executive Order 11246, as amended, so that such provisions will be binding upon each
          subcontractor or vendor. The contractor will take such action with respect to any subcontract
          or purchase order as the administering agency may direct as a means of enforcing such
          provisions, including sanctions for noncompliance: Provided, however, That in the event a
          contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor
          as a result of such direction by the administering agency the contractor may request the United
          States to enter into such litigation to protect the interests of the United States.
   b. Subcontracts
      Each prime contractor or subcontractor shall include the equal opportunity clause in each of its
      subcontracts.

Subpart B: Title VI of the Civil Rights Act of 1964, as Amended
All parties to this contract hereby agree to comply with the provisions of Title VI of the *Civil Rights Act of 1964* (Public Law 88-352) which provides: that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance of any dollar amount — no minimum threshold.

**Subpart C: Section 109 of the Housing and Community Development Act of 1974, as Amended**

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the *Rehabilitation Act of 1973* shall also apply to any such program or activity of any dollar amount — no minimum threshold.

**Subpart D: Section 3 of the Housing and Urban Development Act of 1968**

*Applicable to all contracts/subcontracts valued at $100,000 or more in federal funds*

1. The Section 3 area for this PROJECT is designated as the County of Franklin Businesses and Residents of this County are considered “local” for project reporting purposes.

2. The work to be performed under this contract is on a project assisted under a program providing direct financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the *Housing and Urban Development Act of 1968*, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and that contracts in connection with the project be awarded to business concerns which are located in, and owned in substantial part by persons residing in the project area.

3. The parties to this contract will comply with the provisions of said Section 3 and the procedures for compliance issued pursuant thereto by the Virginia Department of Housing and Community Development set forth in this section to wit:

   a. The PUBLIC BODY and the CONTRACTOR shall analyze the tasks to be performed under this CONTRACT and identify:

      (1) The opportunities for training and employment of lower income residents of the project area, and

      (2) Contracts for construction contracts, non-construction contracts, materials and supplies in connection with the project to be awarded to business concerns that are located in, and owned in substantial part by persons residing in the project area.

   b. After determining what construction contracts, non-construction contracts, materials and supplies will be needed to be procured by the CONTRACTOR to complete the contract:

      (1) The CONTRACTOR shall fill all employment positions to the greatest extent feasible with residents of the local (Section 3) county to the extent such residents are available and meet the generally accepted qualifications for the position(s) needed to be filled. In addition, the CONTRACTOR will fill all vacant trainee positions to the greatest extent feasible with residents of the local (Section 3) county to the extent such residents are available.

      (2) The CONTRACTOR will subcontract to, and procure to the greatest extent feasible all construction contracts, non-construction contracts, materials and supplies necessary for the PROJECT from business concerns located and substantially owned by residents of the local (Section 3) county to the extent that such items are available, and of comparable quality and cost.

   c. The CONTRACTOR shall not circumvent these Section 3 requirements by:

      (1) Filling vacant trainee or employment positions in its organization immediately prior to undertaking work on the PROJECT; or

      (2) Entering into procurement contracts immediately prior to undertaking work on the PROJECT.

4. The CONTRACTOR will include this Section in every subcontract for work in connection with this PROJECT and will, at the direction of the PUBLIC BODY, take corrective action pursuant to the
SUBCONTRACT upon a finding that the SUBCONTRACTOR is in violation of these provisions. The CONTRACTOR will not subcontract with any SUBCONTRACTOR where it has notice or knowledge that the latter has been found in violation of Section 3 of the Housing and Urban Development Act of 1968, and will not award any SUBCONTRACT unless the SUBCONTRACTOR has provided it with a preliminary statement of ability to comply with Section 3.

5. Compliance with the provisions of Section 3 and the provisions of this Section are a condition of the Federal financial assistance provided to the PROJECT, binding upon the PUBLIC BODY. Failure to fulfill these requirements shall subject the PUBLIC BODY, its contractors, its subcontractors and its successors to those sanctions specified by the grant agreement or contract through which Federal assistance is provided.

6. The parties to this CONTRACT verify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

Subpart E: Records Retention
The CONTRACTOR shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this contract during the period of this contract and for five (5) years from the date of final payment; except, if any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

Subpart F: Provisions Required by Law Deemed Inserted
The provisions of Article 4 (Ethics in Public Contracting), Chapter 7 of Title 11 of the Code of Virginia, as amended, is hereby incorporated by reference and each and every other provision of law and clause required by law to be inserted herein shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein.

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The Contractor agrees by signing this contract that he she does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

Subpart H: Access to Records
The Public Body, the Virginia Department of Housing and Community Development, the U.S. Department of Housing and Urban Development, the U.S. Department of Labor, the Inspector General, and the General Accounting Office, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.

Subpart I: Drug-Free Workplace Act Assurances
The Contractor agrees by signing this contract that he she will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about -
   i. The dangers of drug abuse in the workplace;
   ii. The grantee's policy of maintaining a drug-free workplace;
   iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
   i. Abide by the terms of the statement; and
   ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(c) Notifying the Virginia Department of Housing and Community Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such condition;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -
   i. Taking appropriate personnel action against such an employee, up to and including termination; or
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
EXECUTIVE SUMMARY

AGENDA TITLE: Annual Comprehensive Economic Development Strategy (CEDS)

SUBJECT/PROPOSAL/REQUEST: Approval of 2022-2023 CEDS list for the U.S. Economic Development Administration

STRATEGIC PLAN FOCUS AREA:
☑ Economic Development ☐ Financial Stability
☐ Infrastructure ☐ Lifelong Learning
☐ Managed Growth ☐ Public Safety
☐ Operational Effectiveness

AGENDA DATE: November 16, 2021

BOARD ACTION: Yes
INFORMATION: No
ATTACHMENTS: Yes

CONSENT AGENDA: Yes
ATTACHMENTS: Yes

STAFF CONTACT(S): Burnette

REVIEWED BY: Christopher L. Whitlow, County Administrator

BACKGROUND:
Each year, communities across America, including Franklin County, adopt lists of economic development-related projects for the coming year for submittal to the federal government. While the County does not expect to complete the entire list nor does adoption of the list give final approval by the Board for any project, submitting a wide variety of projects is beneficial to the locality. The Comprehensive Economic Development Strategy (CEDS) is used by the United States Economic Development Administration (USEDA) when reviewing potential grant recipients and USEDA cannot fund any projects that are not listed on the CEDS. For this reason, communities submit aggressive lists of projects due to the uncertainty of what may happen over the next twelve months. If adopted by the Franklin County Board of Supervisors, the CEDS will be compiled with others submitted by the other localities in the West Piedmont Planning District (WPPDC) and forwarded to the USEDA. The CEDS process is directed by the WPPDC and they are charged by the federal government with receiving and assembling all of the project lists submitted by the member jurisdictions. It is the County’s role to provide a listing of potential projects to the WPPDC for integration into the regional strategy.

DISCUSSION:
The proposed list is similar to last year’s submittal with several additional items. The requested format from WPPDC has changed from years past and has been streamlined. New items listed for this year include: Workforce Development Enhancement Program; Smith Farm Stream and Nutrient Bank; Economic Development Strategic Planning and Restructuring; Co-Working Space Creation; Commercial Food Kitchen Space; Public Safety Facility and EOC in Rocky Mount; Public Safety Facility in Hardy; Public Safety Radio System Upgrades; Public Safety Training Center Upgrades; Westlake – Hayes Ford Trail Network; Housing Development Fund; and Transportation Improvements – Smart Scale Projects. Items from prior years were updated and cost estimates were increased due to the current economic climate and the uncertainty of when construction might start. If applicable, all costs are merely estimates and are conservative to ensure projects can come in under budget. Finally, projects are listed as generally as possible to allow a variety of specific initiatives to be captured under at least one listed item.

One additional change from prior years is the requirement that the County identify its top three projects for the cycle. Staff is recommending the Summit View Business Park Land and Utility Development, Last Mile Broadband Expansion, and Workforce Development Enhancement Program as the County’s top three priorities for 2022-2023.

RECOMMENDATION:
Staff respectfully recommends that the Board of Supervisors approve the proposed CEDS list for submission to USEDA.

**POSSIBLE BOARD ACTIONS:**

**MOTION to APPROVE:**

I make a motion to approve the 2022-2023 CEDS document and authorize staff to submit the CEDS to the West Piedmont Planning District Commission.

**MOTION to TABLE:**

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

**MOTION to DENY:**

I make a motion to deny moving forward with the CEDS document submittal as proposed.
<table>
<thead>
<tr>
<th>LOCALITY</th>
<th>PROJECT NAME / DESCRIPTION</th>
<th>PRIORITY</th>
<th>TYPE</th>
<th>STATUS</th>
<th>COST</th>
<th>ANTICIPATED BENEFITS / OUTCOMES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Franklin</td>
<td>Summit View Business Park Land and Utility Development</td>
<td>1</td>
<td>Infrastructure</td>
<td>In Progress</td>
<td>$36,000,000</td>
<td>$360 million private investment and 1,500+ jobs</td>
</tr>
<tr>
<td>County</td>
<td>Last-Mile Broadband Expansion</td>
<td>1</td>
<td>Broadband</td>
<td>In Progress</td>
<td>$30,000,000</td>
<td>Universal broadband coverage</td>
</tr>
<tr>
<td>Franklin</td>
<td>Workforce Development Enhancement Program</td>
<td>1</td>
<td>Workforce</td>
<td>In Progress</td>
<td>$40,000,000</td>
<td>Comprehensive youth and adult workforce training</td>
</tr>
<tr>
<td>County</td>
<td>Smith Farm Stream and Nutrient Bank</td>
<td>1</td>
<td>Infrastructure</td>
<td>In Progress</td>
<td>$200,000</td>
<td>Reduced cost to County for environmental regulatory requirements</td>
</tr>
<tr>
<td>Franklin</td>
<td>Franklin County/Rocky Mount Industrial Park Land and Utility Development</td>
<td>1</td>
<td>Infrastructure</td>
<td>Planning Phase</td>
<td>$4,000,000</td>
<td>250-300 new jobs and substantial private investment</td>
</tr>
<tr>
<td>County</td>
<td>Public Water System Development Phase III</td>
<td>1</td>
<td>Infrastructure</td>
<td>Funding Phase</td>
<td>$20,600,000</td>
<td>Expanded opportunity for County citizens to utilize public water</td>
</tr>
<tr>
<td>Franklin</td>
<td>Public Sewer System Development Phase III</td>
<td>1</td>
<td>Infrastructure</td>
<td>Funding Phase</td>
<td>$10,300,000</td>
<td>Expanded opportunity for County citizens to utilize public sewer</td>
</tr>
<tr>
<td>County</td>
<td>Tourism Enhancement Program</td>
<td>1</td>
<td>Tourism</td>
<td>Funding Phase</td>
<td>$90,000</td>
<td>Increased economic benefit to local businesses and tax revenue for locality</td>
</tr>
<tr>
<td>Franklin</td>
<td>Public Sewer System Development - U.S. Route 220 Corridor to Town of Rocky Mount WWTP</td>
<td>1</td>
<td>Infrastructure</td>
<td>In Progress</td>
<td>$2,150,000</td>
<td>Expanded opportunity for County citizens and businesses to utilize public sewer</td>
</tr>
<tr>
<td>County</td>
<td>Natural Gas Service Extension - 220 North Corridor to Rocky Mount</td>
<td>1</td>
<td>Infrastructure</td>
<td>Funding Phase</td>
<td>$15,900,000</td>
<td>Expanded opportunity for County citizens and businesses to utilize natural gas</td>
</tr>
<tr>
<td>Franklin</td>
<td>County Trail System Development</td>
<td>1</td>
<td>Community</td>
<td>Planning Phase</td>
<td>$2,100,000</td>
<td>Increased quality of life for residents and attraction of outdoor recreation tourists</td>
</tr>
<tr>
<td>County</td>
<td>Economic Development Strategic Planning and Restructuring</td>
<td>1</td>
<td>Planning</td>
<td>In Progress</td>
<td>$100,000</td>
<td>Greater new job creation and private investment</td>
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<tr>
<td>Franklin</td>
<td>Village Development (Ferrum, Union Hall, Westlake, Burnt Chimney)</td>
<td>1</td>
<td>Infrastructure</td>
<td>In Progress</td>
<td>$5,000,000</td>
<td>Creation of community hub villages for enhanced quality of life and targeted infrastructure investments</td>
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<td>County</td>
<td>Water Interconnection between Western Virginia Water Authority and Town of Rocky Mount</td>
<td>1</td>
<td>Infrastructure</td>
<td>In Progress</td>
<td>$2,000,000</td>
<td>Secondary water source for Town in times of drought</td>
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<tr>
<td>Franklin</td>
<td>Coworking Space Creation</td>
<td>1</td>
<td>Economic</td>
<td>Planning Phase</td>
<td>$300,000</td>
<td>Location for potential new residents and entrepreneurs to work</td>
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<tr>
<td>County</td>
<td>Public Safety Facility and Emergency Operations Center - Rocky Mount</td>
<td>1</td>
<td>Community</td>
<td>Planning Phase</td>
<td>$4,500,000</td>
<td>New facility for centralized public safety administration, emergency operations center and potential E-911 center to enhance County's communication needs and streamline operations and disaster response and recovery.</td>
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<td>Franklin</td>
<td>Housing Development Fund</td>
<td>1</td>
<td>Housing</td>
<td>In Progress</td>
<td>$500,000</td>
<td>Fund to incentivize housing projects and initiatives as part of the County's focus on increased housing development.</td>
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<tr>
<td>County</td>
<td>Public Safety Facility - Hardy</td>
<td>1</td>
<td>Community</td>
<td>Planning Phase</td>
<td>$5,500,000</td>
<td>Construction of new public safety building (fire/EMS) in Hardy area to serve the portion of the County with increased response times and improve ISO rating.</td>
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<tr>
<td>Franklin</td>
<td>Public Safety Radio System Upgrades</td>
<td>1</td>
<td>Community</td>
<td>Planning Phase</td>
<td>$3,000,000</td>
<td>Modernize aging radio system to improve communications for public safety including towns and Sheriff's Office.</td>
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<tr>
<td>County</td>
<td>Public Safety Training Center Upgrades</td>
<td>1</td>
<td>Community</td>
<td>Planning Phase</td>
<td>$1,500,000</td>
<td>Improve training center infrastructure to provide increased and better training opportunities for public safety staff.</td>
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<td>Franklin</td>
<td>Transportation Improvements - Smart Scale Projects</td>
<td>1</td>
<td>Transportation</td>
<td>Funding Phase</td>
<td>$25,000,000</td>
<td>Road and intersection improvements to improve safety by reducing fatalities and accidents.</td>
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<tr>
<td>County</td>
<td>Westlake - Hales Ford Trail Network</td>
<td>1</td>
<td>Community</td>
<td>Shovel Ready</td>
<td>$2,000,000</td>
<td>Develop multi-use trail in Westlake area in conjunction with Booker T Washington National Monument and Westlake community to promote tourism, economic development and recreational opportunities</td>
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<tr>
<td>Franklin</td>
<td>Shared Commercial/Community Kitchen Space Creation</td>
<td>2</td>
<td>Community</td>
<td>Idea</td>
<td>$200,000</td>
<td>Location for food-related entrepreneurs and community residents to work</td>
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<td>County</td>
<td>Smith Farm Regional Park Site</td>
<td>2</td>
<td>Community</td>
<td>Planning Phase</td>
<td>$750,000</td>
<td>Enhanced quality of life for residents in southeastern portion of County</td>
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<tr>
<td>Franklin</td>
<td>Countywide Recreation Park System Improvements</td>
<td>2</td>
<td>Community</td>
<td>Planning Phase</td>
<td>$4,550,000</td>
<td>Enhanced quality of life for residents in throughout Franklin County</td>
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<tr>
<td>Franklin County</td>
<td>Project Description</td>
<td>Sector</td>
<td>Affected Area</td>
<td>Funding</td>
<td>Impact</td>
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<tr>
<td>----------------</td>
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<td></td>
</tr>
<tr>
<td>Franklin County</td>
<td>Philpott Lake Recreation Area Development</td>
<td>Community</td>
<td>Idea</td>
<td>$1,000,000</td>
<td>Increased recreational opportunities for residents and visitors to Philpott Lake</td>
<td></td>
</tr>
<tr>
<td>Franklin County</td>
<td>Shell Building - Summit View Business Park</td>
<td>Economic</td>
<td>Idea</td>
<td>$3,000,000</td>
<td>150-300 new jobs and substantial new private investment</td>
<td></td>
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<tr>
<td>Franklin County</td>
<td>Multi-modal Transportation System Improvements</td>
<td>Transportation</td>
<td>Idea</td>
<td>$250,000</td>
<td>Expanded transportation options</td>
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<tr>
<td>Franklin County</td>
<td>Fernum-WVWA Water System Extension</td>
<td>Infrastructure</td>
<td>Idea</td>
<td>$19,300,000</td>
<td>Expanded opportunity for County citizens to utilize public water</td>
<td></td>
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<tr>
<td>Franklin County</td>
<td>Franklin County Commerce Park Water and Sewer Extension</td>
<td>Infrastructure</td>
<td>Idea</td>
<td>$9,000,000</td>
<td>100-200 new jobs and substantial new private investment</td>
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<tr>
<td>Franklin County</td>
<td>Shell Building—Franklin County-Rocky Mount Industrial Park</td>
<td>Economic</td>
<td>Idea</td>
<td>$2,000,000</td>
<td>100-200 new jobs and substantial new private investment</td>
<td></td>
</tr>
<tr>
<td>Franklin County</td>
<td>Philpott Reservoir Water Intake Site</td>
<td>Long-term</td>
<td>Infrastructure</td>
<td>$400,000</td>
<td>Potential for new water resources for southwestern portion of Franklin County</td>
<td></td>
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<tr>
<td>Franklin County</td>
<td>South County Water Treatment System</td>
<td>Long-term</td>
<td>Infrastructure</td>
<td>$5,000,000</td>
<td>Expanded opportunity for County citizens to utilize public water</td>
<td></td>
</tr>
</tbody>
</table>
BACKGROUND:
In 2014, shortly after the announcement of an intended Amtrak stop in Roanoke, the Town of Bedford began an effort to get a stop approved in the Town. In August 2014, the Franklin County Board of Supervisors approved a resolution of support for this effort as it was expected to allow easier travel by tourists to the Smith Mountain Lake area and be a boost to regional businesses. Representatives of the Town of Bedford, Bedford County, Franklin County, local and regional chambers of commerce, local businesses, private citizens, and local rail industry experts formed the Bedford-Franklin Regional Rail Initiative (BFRRRI) shortly thereafter to work on the project. In December 2015, the Franklin County Board of Supervisors approved a contribution of $10,000 to BFRRRI to assist with a state-required third-party study of the potential ridership, cost-benefit analysis, and other data needed by the state prior to any decision on the stop. Since that time, the BFRRRI has continued working through the process in partnership with the Department of Rail and Public Transportation (DRPT).

DISCUSSION:
In 2019, DRPT commissioned the Bedford Regional Rail Station Stop Planning Study and Conceptual Design in cooperation with BFRRRI, Amtrak, and Norfolk-Southern. The goal of this study prepared by DRPT and BFRRRI was to present a passenger rail stop study that examined potential locations for a stop or future station; developed potential costs for the development of a future station at each approved site; and developed ridership methodology and forecasts to guide the future station development. Earlier this month, the DRPT released this report (attached) which projected that the Bedford station would result in a net increase in total Amtrak ridership of 9,100 net new riders to the system per year, or 26 roundtrips per day. The net new ridership that could be generated from a Bedford rail stop represents about 5% of the current ridership on Amtrak’s Northeast Regional train between Alexandria and Roanoke. Current Virginia Amtrak stations with similar ridership include Ashland (14,500), Petersburg (15,800), and Quantico (15,500).

This study also reviewed potential sites within the Town of Bedford and estimated construction costs. The preferred site was identified regarding the potential Amtrak stop in Bedford. The estimated total cost of the project was $10.9 million which included a 40% contingency and estimated a 2025 construction date. Discussions are ongoing with DRPT as to how much of this expense will be covered by the state and how much would be expected from the localities. In an effort to reduce the funding needed from the localities and/or the Commonwealth, a grant application is being prepared for a federal Consolidated Rail Infrastructure and Safety Improvements (CRIISI) grant for initial due diligence work, specifically the preparation of the required NEPA review. Franklin County has been requested to provide a letter of support for this grant application. No funding has been requested from Franklin County at this point. The proposed letter of support is attached.
**RECOMMENDATION:**
Staff respectfully recommends that the Board approve the attached letter of support for a CRISI grant for the proposed Bedford Amtrak station.

**POSSIBLE BOARD ACTIONS:**

**MOTION to APPROVE:**
I make a motion to approve the attached letter of support for a CRISI grant for the proposed Bedford Amtrak station.

**MOTION to TABLE:**
I make a motion to table the request for a letter of support for the Bedford Amtrak station grant application until additional information is provided.

**MOTION to DENY:**
I make a motion to deny approving the attached letter of support for a CRISI grant for the proposed Bedford Amtrak station.
November 16, 2021

The Honorable Pete Buttigieg
Secretary of Transportation
United States Department of Transportation
1200 New Jersey Avenue, S.E.
Washington, D.C. 20590

RE: Amtrak and the Virginia Passenger Rail Authority Grant Application for Consolidated Rail Infrastructure and Safety Improvements (CRISI) for NEPA/PE for a New Passenger Rail Station in Bedford, Virginia

Dear Secretary Buttigieg:

This letter is to express the Franklin County Board of Supervisors support for the Virginia Passenger Rail Authority (VPRRA)'s submission of an application for Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant funding for NEPA/PE for a New Passenger Rail Station in Bedford, Virginia.

The Franklin County Board of Supervisors recognizes that an Amtrak stop in the Town of Bedford can bring substantial economic benefit to the region by increasing tourism to Smith Mountain Lake and allowing new residents to move to the area while being only a short train ride from the major East Coast metro areas. This stop will provide convenience to area residents, enhance the region’s quality of life, and bring tangible economic benefits to the businesses and governments in both Franklin and Bedford Counties as well as the Towns of Bedford, Boones Mill, and Rocky Mount. Furthermore, the entire Amtrak network will reap the benefits of the proven net increase in projected ridership.

Please accept this letter of recommendation as an indication of support from the Franklin County Board of Supervisors for the Virginia Passenger Rail Authority's request for Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant funding for NEPA/PE for a New Passenger Rail Station in Bedford, Virginia to promote passenger
rail ridership and provide transportation options for the Bedford/Franklin County region. We thank you for your consideration and support of multimodal transportation options.

Sincerely,

Christopher L. Whitlow
County Administrator
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 854 (Toms Knob Rd.) – Pipe replacement. COMPLETED
- Patching operations in preparation for 2022 paving schedules. COMPLETED
- Route 720 (English Rd.) - Concrete slab replacement. COMPLETED

Maintenance Activities for Next 60 Days:

- Ordinary Maintenance – Pavement (pothole) repair, gravel road repair, right of way brush cutting operations (County wide), shoulder repairs (County wide), storm water culvert repairs and cleaning county wide, guardrail repair.
- Over the rail mowing to include primary and secondary routes.
- Primary and secondary mowing operations in progress.
- Route 788 (Dry Hill Rd.) – Double barrel pipe replacement with detour in place; began on November 2, 2021 and scheduled to be completed on November 19, 2021.
- Route 602 (Ferrum Mountain Rd.) – Installation of a box culvert. Road will be closed from 0.40 mile north of Rte. 752 (Sawmill Rd.) and 0.40 mile south of Rte. 640 (Six Mile Post Rd.); tentatively scheduled for early December 2021.
- Route 745 (Dillions Mill Rd.) – Preliminary work in preparation for a pipe replacement in the vicinity of 5500 Dillions Mill Rd.
LAND DEVELOPMENT & PERMITS

- 166 Active permits to include: 49 utilities, 99 private entrances, 5 commercial entrances, 4 roadside memorials, 3 private utility permits, 2 maintenance of traffic permits, 1 grading permits, 1 geotechnical bore and 2 locally administered permits. Of these, 14 were issued in October. 1 site plan review and 1 special use application:
- Downtown Holdings – Review of a special use application for a short term rental.

Additional Land Development Activities:
- Route 919 (Grassy Hill Rd.) – Waterline installation from Rte. 697 (Brick Church Rd.) to Rte. 775 (Iron Ridge Rd.); intermittent flagging operations.
- Route 220 (Virgil Goode Hwy.) – Sewer line installation on Route 220 northbound & southbound from Rte. 220 Business (Ramp) to Rte. 983 (Shady Lane); right lane closure will be installed periodically.

CONSTRUCTION

Franklin County
- Route 122 (Booker T. Washington Hwy.)/Route 636 (Hardy Rd.) – Roundabout is open. Contract substantial completion date is 11/2021, all work to be completed by May 2022. (UPC 109287)
- Route 834 (Brooks Mill Rd.) – Safety project to include shoulder widening from the intersection of Route 670 (Burnt Chimney Rd.) to Route 616 (Scruggs Rd.). Construction began in mid-July. (UPC 110888)

TRAFFIC STUDIES/SPECIAL REQUESTS

Requested Safety Studies:
- N/A

Completed Safety Studies:
- Route 122 (Booker T. Washington Hwy.) – Installation of 45 mph speed limit sign from south of Rte. 634 (Harmony School Rd.) to Westlake Community.

PROJECT STATUS

- 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)
AGENDA TITLE: SCHOOL APPROPRIATION REQUEST

SUBJECT/PROPOSAL/REQUEST: Staff analysis of the Schools' appropriation request

STRATEGIC PLAN FOCUS AREA:
- [ ] Economic Development
- [X] Financial Stability
- [ ] Infrastructure
- [ ] Lifelong Learning
- [ ] Managed Growth
- [ ] Public Safety
- [X] Operational Effectiveness

AGENDA DATE: November 16, 2021

BOARD ACTION: Yes
INFORMATION: No
ATTACHMENTS: Yes

CONSENT AGENDA: No
ATTACHMENTS: No

STAFF CONTACT(S):
- Brian Carter, Director of Finance & Human Services
- Dr. Bernice Cobbs, Superintendent
- David Terry, Director of Business & Finance

REVIEWED BY: Christopher Whitlow, County Administrator

BACKGROUND:
The Board of Supervisors has requested that County staff review all additional appropriation requests from the Franklin County Public Schools.

DISCUSSION:
The Schools will have approximately $2.4 million in operating savings from FY 2021 pencing any audit adjustments. The School Board is requesting the appropriation of $2,036,485 in carryover funds from FY 2021 for employee bonuses and school secure entrances projects. Employee bonuses for all full-time and part-time employees are anticipated to cost $1,413,445. Bonuses would be in the amount of $1,000 for full-time employees and $500 for part-time employees of the school division. Funds for additional secure entrance projects at Burnt Chimney Elementary and Snow Creek Elementary Schools are requested in the amount of $623,040. Any remaining carryover requests will be presented after completion of the County and School audit. School staff will present the request to the Board of Supervisors.

RECOMMENDATION:
Staff requests the Board consider approving the Schools' carryover request for employee bonuses in the amount of $1,413,445 and $623,040 in school secure entrance capital projects from FY 2021 operating savings.

POSSIBLE BOARD ACTIONS:

MOTION to APPROVE:

I make a motion that the Board of Supervisors approve the carryover request in the amount of $1,413,445 for School employee bonuses and to approve $623,040 for School secure entrance capital projects.

MOTION to TABLE:
I make a motion that the Board table the carryover request in the amount of $1,413,445 for School employee bonuses and $623,040 for School air conditioning capital projects.

MOTION to DENY:

I make a motion the Board deny the carryover request in the amount of $1,413,445 for School employee bonuses and $623,040 for School air conditioning capital projects.
November 9, 2021

Mr. Brian Carter  
County Finance Director  
1255 Franklin Street, Suite 111  
Rocky Mount, VA 24151

Dear Brian:

I am writing to request that the Franklin County Board of Supervisors consider approving an appropriation request from the 2020-21 cash basis carryover to allow Franklin County Schools to provide a bonus to full and part-time employees for their work during the pandemic and to provide project funding to allow construction to begin in 2022 for secure entrances at Snow Creek Elementary School and Burnt Chimney Elementary School. Attached are Architect renderings of the proposed floor plans for each school. All of our existing schools have secure entrances with the exception of Snow Creek and Burnt Chimney. These entrances are needed to provide the same level of safety and security that are present in the other elementary schools in the county.

School Revenues:

School Operating Fund Revenues $1,413,445  
School Capital Fund Revenues 623,040  
Total Revenues $2,036,485

School Expenditures

School Operating Fund for bonus payments $1,413,445  
School Capital Fund- Secure Entrances Projects 623,040  
Total Expenditures $2,036,485

We respectfully request that the Franklin County Board of Supervisors give its approval for this request at their meeting to be held on Tuesday, November 16, 2021. We will be present at the meeting to present the request and respond to questions.

Thank you for your consideration.

Sincerely,

C. David Terry  
Director of Business & Finance

CDT

cc:  
Dr. Bernice Cobbs, Division Superintendent  
Mrs. Suzanne M. Rogers, Assistant Superintendent  
Mr. Gregg Cuddy, Director of Human Resources  
Ms. Sharon L. Tuttle, Assistant Director of Business & Finance  
Mr. Christopher Whitlow, Interim County Administrator
2020-21
Operating Carryover
Appropriation Request
Franklin County Public Schools

October 8, 2021
Recommendation 1

- Cash Basis Operating Carryover on June 30, 2021  $2,459,610.07
- Total Appropriation Request at this time:  $2,036,485
- Recommendation #1- provide a $1,000 bonus to School Division full time employees and a $500 bonus to part time employees that would cost a total of $1,413,445

  1,250 Full Time Employees- $1,250,000
  126 Part Time Employees- $63,000
  FICA $100,445

  Total $ 1,413,445
## Preliminary Budget Initiatives 2022-23

<table>
<thead>
<tr>
<th>Priority 1</th>
<th>Rationale</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secure entrance-Burnt Chimney Elementary School</td>
<td>Safety Concern-Possible FY21 Carryover funds use</td>
<td>$104,280</td>
</tr>
<tr>
<td>Secure entrance-Snow Creek Elementary School</td>
<td>Safety Concern-Possible FY21 Carryover funds use</td>
<td>$38,760</td>
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<tr>
<td>Teacher Salary Schedule Revision</td>
<td>Teacher shortage and a salary scale that is now below neighboring counties. This would address the first year only</td>
<td>$880,000</td>
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<tr>
<td>Alternative education staffing - BCBA</td>
<td>To reduce private day placements - alternative setting within FCPSS-ESSER III Budget for facility and reduced Private Day Tuition for staff-FY21 cost</td>
<td>$126,100</td>
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<tr>
<td>Routing Coordinator</td>
<td>With a focus on SPED routing for special transportation private day, ECSE, and alternative transportation. Must be scheduled individually</td>
<td>$50,000</td>
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<tr>
<td>Begin market value adjustment of classified personnel salary scales</td>
<td>Limited applicants due to noncompetitive salary scale</td>
<td>$100,000</td>
</tr>
<tr>
<td>Add 3 personal days to benefit package for bus drivers and bus aides</td>
<td>Hard to staff position with limited benefits offered</td>
<td>$20,000</td>
</tr>
<tr>
<td>Increase UPH Salary Scale</td>
<td>UPHs do the same job as RNs in a school but at much lower salary</td>
<td>$225,000</td>
</tr>
<tr>
<td>Increase Technician and Network Engineer Salary Scales</td>
<td>Hard to staff position due to salary scale that is much lower than market</td>
<td>$45,823</td>
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<tr>
<td>Network/Systems Engineer</td>
<td>Understaffed and critical to the operation of the IT Department</td>
<td>$47,950</td>
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<td>Market Adjustment to Clerical Salary Scales</td>
<td>Limited applicants due to salary scale</td>
<td>$65,415</td>
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<tr>
<td>Bus mechanics to be competitive with Technician Wages</td>
<td>Limited applicants due to salary scale</td>
<td>$30,500</td>
</tr>
<tr>
<td>School Server Replacement</td>
<td>Critical to operations-Possible FY23 Carryover funds use</td>
<td>$150,000</td>
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<td>Priority one Total</td>
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<td>$2,312,028</td>
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<tr>
<th>Priority 2</th>
<th>Rationale</th>
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<tbody>
<tr>
<td>2 ITRTs</td>
<td>1 for FCHS and 1 for Elementary</td>
<td>$135,000</td>
</tr>
<tr>
<td>1 Special Education Teacher for SLCA</td>
<td>To provide SPED services for suspended students</td>
<td>$67,500</td>
</tr>
<tr>
<td>Coaching Stipend recommendation</td>
<td>Market adjustments</td>
<td>$100,978</td>
</tr>
<tr>
<td>Offer Bus Aides Benefits-health</td>
<td>Hard to staff position - current benefits 6 sick days only</td>
<td>$67,500</td>
</tr>
<tr>
<td>Master’s or Journeyman’s License stipend</td>
<td>Benefit to keep trained staff</td>
<td>$5,000</td>
</tr>
<tr>
<td>Family Leave-1 per building 4.5 FTE</td>
<td>Mental Health supports for BM, BC, DM, WJ</td>
<td>$223,454</td>
</tr>
<tr>
<td>Improve Instructional space</td>
<td>Science rooms inadequate at BFMS</td>
<td>$150,000</td>
</tr>
<tr>
<td>Fully Fund Bus Replacement Program</td>
<td>Currently over 5 years behind replacement schedule-Possible use of FY21 Carryover Funds</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Automobile Replacement Program</td>
<td>High mileage and aging fleet-Possible use of FY21 Carryover Funds</td>
<td>$300,000</td>
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<tr>
<td>Traffic control Additional Staffing</td>
<td>Safety concerns</td>
<td>$27,000</td>
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<td>Priority two Total</td>
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<td>$2,074,632</td>
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<tr>
<th>Priority 3</th>
<th>Rationale</th>
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</thead>
<tbody>
<tr>
<td>Increase allotment of funds for pest control</td>
<td>Increase scope of pest control program and true-up budget</td>
<td>$40,000</td>
</tr>
<tr>
<td>eSports</td>
<td>Provide funding for exports for students-Possible Use of FY21 Carryover Funds</td>
<td>$25,000</td>
</tr>
<tr>
<td>Parking lot upgrade-more spaces needed for larger meetings-gravel</td>
<td>Expand parking at the School Board Office for overflow-Possible Use of FY21 Carryover Funds</td>
<td>$1,500</td>
</tr>
<tr>
<td>More Parking -Sonag in CIP, amount for Henry Elementary shown</td>
<td>Relieve overcrowding that occurs with parking for certain events-Possible use of FY21 Carryover Funds</td>
<td>$3,000</td>
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<tr>
<td>Simulated work experience using VR</td>
<td>Using technology to provide work experience for students-Possible Use of FY21 Carryover Funds</td>
<td>$30,326</td>
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<tr>
<td>Sheriff’s request for two additional SROs (estimated)</td>
<td>School security improvement Goal ii of the six year plan</td>
<td>$68,700</td>
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<td>Priority three Total</td>
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<td>$186,526</td>
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</tbody>
</table>

| Total Budget Initiatives | | $4,572,986 |
Recommendation 2

- Appropriate $518,760 for the completion of the Snow Creek Elementary School Secure Entrance Project
- This will allow for the project to be bid and awarded by early 2022 so construction can begin in May, 2022
- This project is one of the last two remaining schools that need to have renovations done to provide the best solution for the secure entrance safety concept
- Engineering for this project has been completed with the up-to-date cost estimate (as of 11/4/21) provided above.
Proposed Snow Creek Elementary School Proposed Floor Plan
Recommendation 3

• Appropriate $104,280 for the completion of the Burnt Chimney Elementary School Secure Entrance Project
• This will allow for the project to be bid and awarded by early 2022 so construction can begin in May, 2022
• This project is the last remaining school that needs to have renovations done to provide the best solution for the secure entrance concept
• Engineering for this project completed and the cost estimate has been updated (as of 11/4/21) to current market conditions.
FY21-22 Budget Update

• Governor’s HVAC grant of $1,232,191 that the school board will approve on November 8 is to be dedicated to the BFMS HVAC Project

• $1.5M from the ESSER III grant has been dedicated to the BFMS Project

• The remaining cash basis carryover funding totaling $423,125 will be recommended at a later date to be appropriated for the purchase of School Buses if it does not become prioritized to assist with the BFMS HVAC Project.

• Any additional carryover created by accrual adjustments will also be requested to be spent on school buses pending the Board of Supervisor’s decision on priority concerning the BFMS HVAC project.
FY 21 Carryover Determining factors

• FCPS conducted reduced operations for the school year. Hybrid instruction was conducted from the start of school until the end of the first semester. Four day a week instruction began at the beginning of second semester and continued until March 26. Five Day a week instruction did not begin until March 29, 2021.

• Personnel expenditure reductions occurred for substitute teachers, substitute custodians, bus driver field trips, remediation tutors, and employees working in the local retirement plan.

• Personnel turnover occurred at a higher rate last year and that is continuing into this school year; Compensation Study being done to improve competitiveness.

• Other expenditure categories with reduced expenditures include fuel, utilities, and end-of-year spending in preparation for the 2021-22 school year.

• Federal Grants were a major contributor to favorable year end operating results.

• Revenue reductions occurred in certain categories but not to the extent that was forecasted which provided significant fiscal support for year end results.
Questions
AGENDA TITLE: Request to schedule public hearings for possible amendments to Chapter 20, Taxation, Division 7 of the Franklin County Code

SUBJECT/PROPOSAL/REQUEST: Discussion of possible amendments to Chapter 20, Taxation, Division 7 of the Franklin County Code relating to transient occupancy taxes

STRATEGIC PLAN FOCUS AREA:
- Economic Development
- Financial Stability
- Infrastructure
- Lifelong Learning
- Managed Growth
- Public Safety
- Operational Effectiveness

AGENDA DATE: November 16, 2021
BOARD ACTION: Yes
INFORMATION: Yes
ATTACHMENTS: Yes
CONSENT AGENDA: No
ATTACHMENTS: No
STAFF CONTACT(S): Commissioner Torrence, Sandy
REVIEWED BY: Chris Whitlow, County Administrator

BACKGROUND:
Chapter 20, Taxation, of the Franklin Code sets forth the categories of taxation assessed by the County. Division 7 of chapter 20 specifically addresses transient occupancy taxes. Transient is defined in this section of the Code as any person who, for any period which is less than thirty (30) continuous days, either at his own expense or at the expense of another, obtains lodging or the use of any space in any apartment, condominium, hotel, townhouse, private home or like buildings for rent to transients as hereinafter defined, for which lodging or use of space a charge is made. This section was amended earlier this year to reflect the increase in the transient occupancy rate from 5% to 7% as approved by the Board of Supervisors as part of the budget process.

DISCUSSION:
It is the duty of the Commissioner of the Revenue to make determinations regarding the qualifications for the proper assessment of the transient occupancy taxes.

Division 7 of Chapter 20 outlines the regulations for the imposition and collection of transient occupancy taxes in the County. The Commissioner has proposed amendments to the definitions to clarify terms and add a new term for Accommodations, Accommodations fee, Accommodations intermediary, Accommodations provider, Retail sale travel campgrounds. The Commissioner would like to see these new Code of Virginia amendments added to our local ordinance to avoid any loopholes on who is or isn't responsible for paying the county the required transient occupancy tax. The accommodations intermediaries must remit the tax on any commissions they receive directly to the county, but they must remit the taxes to the provider which would then make them the responsible party. Defining these parties and listing the responsibilities for each should help alleviate any collections issues. The Code of Virginia was amended in the 2021 special session to allow these new terms (see attached).

Also section 20-244, is proposed to be amended to require that reporting of a transient stay include the total price paid for by the customer rather than just the room rental charge. Oftentimes, transient stays will include other charges to the customer such as cleaning fees, parking, etc. Section 58.1-3826 of the Code of Virginia outlines the scope of the transient occupancy tax (see attached).
**RECOMMENDATION:**

Staff believes that these requests from the Commissioner to amend the current taxation ordinance is appropriate and will help to clarify and enhance transient occupancy reporting and collections. Therefore, staff respectfully requests that the Board of Supervisors authorize the staff, in consultation with the Commissioner of the Revenue, Treasurer and County Attorney, to proceed with scheduling the required public hearing to be held in December before the Board of Supervisors (December 21st).

**POSSIBLE MOTIONS:**

*(APPROVE)* I move to approve authorization for the county staff to schedule the required public hearing to consider the amendments to Chapter 20, Taxation, Division 7 of the Franklin County Code, as presented, for the Board of Supervisors to be held in December.

OR

*(TABLE)* I move to delay action on this matter until additional information can be provided to the Board.

OR

*(DENY)* I move to deny scheduling a public hearing to consider the amendments to Chapter 20 of the Franklin County Code as presented.
DIVISION 7. - TRANSIENT OCCUPANCY TAX

Footnotes:

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Editor's note—Res. No. 31-01-91, adopted Jan. 22, 1991; amended Ch. 20, Art. VIII, Div. 7 in its entirety to read as herein set out. Prior to this amendment, Div. 7 contained similar subject matter and was derived from an ordinance of June 17, 1985.

Sec. 20-240 - Definitions

For the purposes of this division, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Accommodations - shall mean, any room or space for which tax is imposed on the retail sale pursuant to this Chapter and includes but is not limited to, any public or private hotel, inn, apartment, hostel, tourist home or house, motel, rooming house, or other lodging place within the County of Franklin offering lodging and the owner and operator thereof, who for compensation, furnishes lodging to any transients as hereinafter defined.

Accommodations fee - shall mean the room charge less the discount room charge, if any, provided that the accommodations fee shall not be less than $0.

Accommodations intermediary - shall mean any person other than an accommodations provider that facilitates the sale of an accommodation, charges a room charge to the customer, and charges an accommodations fee to the customer, which fee it retains as compensation for facilitating the sale. For purposes of this definition, "facilitates the sale" includes brokering, coordinating, or in any other way arranging for the purchase of the right to use accommodations via a transaction directly, including via one of more payment processors, between a customer and an accommodations provider.

Accommodation’s intermediary does not include a person:

1. If the accommodations are provided by an accommodation's provider operating under a trademark, trade name, or service mark belonging to such person; or

2. Who facilitates the sale of an accommodation if (i) the price paid by the customer to such person is equal to the price paid by such person to the accommodations provider for the use of the accommodations and (ii) the only compensation received by such person for facilitating the sale of the accommodation is a commission paid from the accommodations provider to such person.

Accommodations provider - shall mean any person that furnishes accommodations to the general public for compensation. The term “furnishes” includes the sale of use or possession or the sale of the right to use or possess.

Apartment house means a building used or intended to be used as the residence of three (3) or more families living independently of each other; a multifamily dwelling.
Commissioner of revenue means the commissioner of revenue of Franklin County, Virginia, or any of his duly authorized deputies or agents.

Condominium means a single unit in a multiple unit residential or commercial structure that is offered for sale and shall be a part of a condominium project with general common elements as defined in section 55-79.2, Code of Virginia, 1950.

Hotel means includes, but is not limited to, any public or private hotel, inn, apartment hotel, hostel, tourist home or house, motel, rooming house, or other lodging place within Franklin County offering lodging and the owner and operator thereof, who, for compensation, furnishes lodging to any transients as hereinafter defined [sic].

Lodging includes, but is not limited to any space or room furnished to any transient.

Person means and includes shall mean, but is not limited to, individuals, firms, partnerships, associations, corporations, persons acting in representative capacity, and combinations of individuals of whatever form and character.

Retail sale shall mean the sale or charges for any room or rooms, lodgings, or accommodations furnished to transients for less than 90 continuous days by any hotel, motel, inn, tourist camp, tourist cabin, camping grounds, club, or any other place in which rooms, lodging, space, or accommodations are regularly furnished to transients for a consideration.

Room rental means the total charge shall mean the full retail price charged to the transient for the use of the accommodations, including any accommodations fee, before taxes. Any additional charges made in connection with the rental of accommodations are deemed to be a part of the charge for the room and are subject to the tax. For example, additional charges for movies, local telephone calls and similar services are subject to the tax. Toll charges for long-distance calls are not subject to the tax. By any such apartment, condominium, hotel, townhouse or like buildings for lodging or space furnished any such transient, if the charge made to such transient includes any charge for services or accommodations in addition to that of lodging, or the use of space, then such portion of the total charge as represents only room or space rental shall be distinctly set out and billed to such transient by such a separate item.

Townhouse means a residential unit in a series from more than one to twelve (12) single-family attached dwellings separated from one another by common vertical walls with no openings.

Transient means any person who, for any period which is less than thirty (30) continuous days, either at his own expense or at the expense of another, obtains lodging or the use or possession of any a room or space occupied for lodging in any apartment, condominium, hotel, townhouse, private home, travel campground or like buildings for rent to transients as hereinabove defined, for which lodging or use of space a price is charged is made.

Travel campground means any area, site, lot, field or tract of land offering spaces for recreational vehicles or campsites for transient dwelling purposes, or temporary dwelling during travel, or recreational or vacation uses.

Treasurer means the treasurer of Franklin County, Virginia, or any of his duly authorized deputies or agents.

(Res. No. 31-01-91, 1-22-91; Res. No. 30-08-99, 8-17-99)

Sec. 20 241. - Levy and rate.

(a) In addition to all other taxes of every kind now or hereafter imposed by law, there is hereby imposed and levied on each and every transient a tax equivalent to seven (7) percent of the total amount paid by the customer for the use or possession of a room or space occupied for lodging rental by or for any such transient, or for any apartment, condominium, hotel, townhouse, private home or like building rental.
(b) Four-sevenths (4/7) of the revenue generated by this tax shall be used for the general operation of county government and three-sevenths (3/7) shall be designated and spent for promoting tourism, travel or business that generates tourism in this locality.

(Res. No. 31-01-91, 1-22-91; Res. No. 30-08-99, 8-17-99; Res. No. 10-04-2021, 4-20-21)


Sec. 20-242. - Exceptions.

No tax shall be payable hereunder on room rental paid to any hospital, medical clinic, convalescent home or home for the aged.

(Res. No. 31-01-91, 1-22-91)

Sec. 20-243. - Collection.

Every person receiving any payment for room rental with respect to which a tax is levied under this division For any retail sale of accommodations not facilitated by an accommodations intermediary, the accommodations provider shall collect the amount of tax hereby imposed from the transient, computed on the total price paid for the use or possession of the accommodations and shall remit the same to the county and shall be liable for the same, on whom the same is levied or from the person paying for such room rental at the time payment for such room rental is made.

For any retail sale of accommodations facilitated by an accommodations intermediary, the accommodations intermediary shall be deemed under this chapter as a facility making a retail sale of an accommodation. The accommodations intermediary shall collect the tax imposed pursuant to this article, computed on the room charge. When the accommodations are at a hotel, the accommodations intermediary shall remit the taxes on the accommodations fee to the locality and shall remit any remaining taxes to the hotel, which shall remit such taxes to the County. When the accommodations are at any other accommodations, the accommodations intermediary shall remit the taxes on the room charge to the County.

An accommodations intermediary shall not be liable for taxes under this chapter remitted to an accommodations provider, but that are then not remitted to the County by the accommodations's provider. For any retail sale of accommodations facilitated by an accommodations intermediary, an accommodations provider shall be liable for that portion of the taxes under this article that relate to the discount room charge only to the extent that the accommodations intermediary has remitted such taxes to the accommodations's provider.

In any retail sale of any accommodations in which an accommodations intermediary does not facilitate the sale of the accommodations, the accommodations provider shall separately state the amount of the tax on the bill, invoice, or similar documentation and shall add the tax to the total price paid for the use or possession of the accommodations. In any retail sale of any accommodations in which an accommodations intermediary facilitates the sale of the accommodation, the accommodations intermediary shall separately state the amount of the tax on the bill, invoice, or similar documentation and shall add the tax to the room charge; thereafter, such tax shall be a debt from the customer to the accommodations intermediary, recoverable at law in the same manner as other debts.

All taxes collected pursuant to this chapter are deemed to be held in trust for the County.

(Res. No. 31-01-91, 1-22-91)

Sec. 20-244. - Reports and remittances.
(a) The person collecting any such tax shall make out a report upon such forms and setting forth such information as the commissioner of revenue may prescribe and require. Such reporting shall showing the total price paid by the customer (excluding any taxes) for the use or possession of a room or space occupied for lodging by or for a transient and the tax required to be collected, amount of room rental charges collected and the tax required to be collected and The report shall be signed and delivered the same to the commissioner of revenue.

(b) The commissioner of revenue shall determine whether the report is in proper form and upon such determination shall cause a copy to be delivered to the treasurer.

(c) Such reports and remittances shall be made on or before the twentieth day of the month following each month and covering the amount of tax collected during the preceding month.

(d) Any business or persons collecting, accounting for and remitting the tax imposed hereunder to Franklin County is hereby allowed a commission of three (3) percent which may be itemized and deducted from the monies remitted to the treasurer. No commission shall be allowed if the monies due are delinquent.

(Res. No. 31-01-91, 1-22-91; Res. No. 30-08-99, 8-17-99)

Sec. 20-245. - Interest and penalties.

If any person shall fail or refuse to remit to the treasurer the tax required to be collected and paid under this division within the time and in the amount specified in this division, there shall be added to such tax by the treasurer a late payment penalty of ten (10) percent and interest shall accrue at the rate of ten (10) percent per annum from the first day following the day such tax is due upon the amount of the tax for each year or portion thereof from the date upon which the tax is due as provided in this division.

(Res. No. 31-01-91, 1-22-91)

Sec. 20-246. - Determination of tax due by the commissioner of revenue.

If any person required to collect and remit the tax imposed by this division fails to file a report, or if the commissioner of revenue has reasonable cause to believe that an erroneous report has been filed, the commissioner of revenue may proceed to determine the amount due to the county and in connection therewith shall make such investigations and take such testimony and other evidence as may be necessary and report his determination to the treasurer; provided, however, that notice and opportunity to be heard shall be given any person who may become liable for the amount owing prior to any determination by the commissioner of revenue.

(Res. No. 31-01-91, 1-22-91)

Sec. 20-247. - Cessation of business; report and tax due immediately.

Whenever any person required to collect and pay the county a tax under section 20-241 of this division, shall quit or otherwise dispose of his business, any tax under the provisions of this division shall become immediately due and such person shall immediately make a report and pay the tax due.

(Res. No. 31-01-91, 1-22-91)

Sec. 20-248. - Commissioner of the revenue, other powers and duties.

It shall be the duty of the commissioner of revenue to ascertain the name of every person operating an apartment, condominium, hotel, townhouse, travel campground or like buildings in the county liable
for the collection of the tax levied by section 20-241 of this division. The commissioner of revenue shall have the power to adopt rules and regulations not inconsistent with the provisions of this division for the purpose of determining the amount due to the county under this division, and a copy of such rules and regulations shall be on file and available for public examination in the commissioner of revenue's office. Failure or refusal to comply with any rules and regulations promulgated under this section shall be deemed a violation of this division.

(Res. No. 31-01-91, 1-22-91)

Sec. 20-249. - Penalty.

Any person intentionally failing to file a report required by this division shall be guilty of a misdemeanor, and upon conviction thereof, punishment shall not exceed that prescribed for a Class 3 misdemeanor as provided in section 18.2-11 of the Code of Virginia (1950), as amended. Each such failure shall constitute a separate offense. Such conviction shall not relieve any such person from the payment, collection or remittance of such tax, penalties and interest as provided in this division.

(Res. No. 31-01-91, 1-22-91)

Secs. 20-250—20-274. - Reserved.
§ 58.1-3826. (Effective until September 1, 2021) Scope of transient occupancy tax

The transient occupancy tax imposed pursuant to the authority of this article shall be imposed only for the occupancy of any room or space that is suitable or intended for occupancy by transients for dwelling, lodging, or sleeping purposes.

2005, c. 20.

This section has more than one version with varying effective dates. Scroll down to see all versions.

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

§ 58.1-3826. (Effective September 1, 2021) Scope of transient occupancy tax

A. The transient occupancy tax imposed pursuant to the authority of this article shall be imposed only for the use or possession of any room or space that is suitable or intended for occupancy by transients for dwelling, lodging, or sleeping purposes.

B. For any retail sale of accommodations not facilitated by an accommodations intermediary, the accommodations provider shall collect the tax imposed pursuant to this article, computed on the total price paid for the use or possession of the accommodations, and shall remit the same to the locality and shall be liable for the same.

C. For any retail sale of accommodations facilitated by an accommodations intermediary, the accommodations intermediary shall be deemed under this article as a facility making a retail sale of an accommodation. The accommodations intermediary shall collect the tax imposed pursuant to this article, computed on the room charge. When the accommodations are at a hotel, the accommodations intermediary shall remit the taxes on the accommodations fee to the locality and shall remit any remaining taxes to the hotel, which shall remit such taxes to the locality. When the accommodations are at a short-term rental, as defined in § 15.2-983, or at any other accommodations, the accommodations intermediary shall remit the taxes on the room charge to the locality.

D. An accommodations intermediary shall not be liable for taxes under this article remitted to an accommodations provider but that are then not remitted to the locality by the accommodations provider. For any retail sale of accommodations facilitated by an accommodations intermediary, an accommodations provider shall be liable for that portion of the taxes under this article that relate to the discount room charge only to the extent that the accommodations intermediary has remitted such taxes to the accommodations provider.
E. In any retail sale of any accommodations in which an accommodations intermediary does not facilitate the sale of the accommodations, the accommodations provider shall separately state the amount of the tax in the bill, invoice, or similar documentation and shall add the tax to the total price paid for the use or possession of the accommodations. In any retail sale of any accommodations in which an accommodations intermediary facilitates the sale of the accommodation, the accommodations intermediary shall separately state the amount of the tax on the bill, invoice, or similar documentation and shall add the tax to the room charge; thereafter, such tax shall be a debt from the customer to the accommodations intermediary, recoverable at law in the same manner as other debts.


This section has more than one version with varying effective dates. Scroll down to see all versions.
The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.
CHAPTER 383

An Act to amend and reenact §§ 58.1-602, 58.1-603, as it is currently effective and as it may become effective, 58.1-3819, as it shall become effective, 58.1-3819.1, 58.1-3823, as it shall become effective, 58.1-3824, 58.1-3825, 58.1-3825.2, 58.1-3825.3, as it shall become effective, 58.1-3826, 58.1-3842, and 58.1-3843 of the Code of Virginia and to amend the Code of Virginia by adding sections numbered 2.2-2320.2 and 58.1-612.2 and by adding in Article 6 of Chapter 38 of Title 58.1 a section numbered 58.1-3818.8, relating to retail sales and transient occupancy taxes on room rentals.

Approved March 25, 2021

[S 1398]

Be it enacted by the General Assembly of Virginia:

I. That §§ 58.1-602, 58.1-603, as it is currently effective and as it may become effective, 58.1-3819, as it shall become effective, 58.1-3819.1, 58.1-3823, as it shall become effective, 58.1-3824, 58.1-3825, 58.1-3825.2, 58.1-3825.3, as it shall become effective, 58.1-3826, 58.1-3842, and 58.1-3843 of the Code of Virginia are amended and reenacted and that the Code of Virginia is amended by adding sections numbered 2.2-2320.2 and 58.1-612.2 and by adding in Article 6 of Chapter 38 of Title 58.1 a section numbered 58.1-3818.8 as follows:

§ 2.2-2320.2. Tourism promotion grants.
A. As used in this section:
"Promoting tourism" means activities and expenditures designed to increase tourism in Virginia, including (i) advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; (ii) developing strategies to expand tourism; (iii) funding the promotion or marketing operations of a tourism entity; and (iv) funding marketing and operations of special events and festivals designed to attract tourists.
"Tourism entity" means a locality, a destination marketing organization, or a regional attractions marketing agency.
B. For each fiscal year, an amount estimated to be equal to the amount of revenue collected from all state taxes imposed under Chapter 6 (§ 58.1-600 et seq.) of Title 58.1, after accounting for all designations and distributions of such revenue under § 58.1-638, on accommodations fees, as defined in § 58.1-602, shall be appropriated to the Authority for the purpose of providing grants to promote tourism pursuant to the provisions of this section. The amount of grants available under the program for a fiscal year shall be limited to the amount appropriated under this subsection.
C. The Authority shall administer a program to provide grants to tourism entities for the purpose of promoting tourism in Virginia. To be eligible for a grant, a tourism entity shall demonstrate that its proposed use of the grant will have a positive and significant impact on tourism in Virginia. Grants shall be subject to the following restrictions:
1. No more than 50 percent of the funds available for a fiscal year shall be distributed for the purposes of promotion or marketing operations of a tourism entity or for special events or grants.
2. Funding for the promotion or marketing operations of a tourism entity, special events, or grants shall require a 50 percent cash or in-kind match from the grant recipient.
3. Recipients located in the same qualifying region, as defined in § 2.2-2484, shall not be awarded more than 20 percent, in the aggregate of all grants awarded within such region, of the total funds available for a fiscal year.
4. A single recipient of funding under this section shall not be awarded more than 15 percent of the total funds available for a fiscal year. This subdivision shall not apply to contracts entered into by the Authority for statewide tourism promotion or marketing.
5. Funds available for disbursement shall not be used for capital projects or for the design, construction, rehabilitation, repair, installation, or purchase of any building, structure, or sign in Virginia.
D. The Authority shall promulgate guidelines and regulations as it deems necessary to implement this section.

As used in this chapter, unless the context clearly shows otherwise:
"Accommodations" means any room or rooms, lodgings, or accommodations in any hotel, motel, inn, tourist camp, tourist cabin, camping grounds, club, or any other place in which rooms, lodging, space, or accommodations are regularly furnished to transients for a consideration.
"Accommodations fee," means the room charge less the discount room charge, if any, provided that the accommodations fee shall not be less than $0.
"Accommodations intermediary," means any person other than an accommodations provider that
facilitates the sale of an accommodation, charges a room charge to the customer, and charges an accommodation fee to the customer, which fee it retains as compensation for facilitating the sale. For purposes of this definition, "facilitates the sale" includes brokering, coordinating, or in any other way arranging for the purchase of the right to use accommodations via a transaction directly, including via one or more payment processors, between a customer and an accommodations provider.

"Accommodations intermediary" does not include a person:

1. If the accommodations are provided by an accommodations provider operating under a trademark, trade name, or service mark belonging to such person; or
2. Who facilitates the sale of an accommodation if (i) the price paid by the customer to such person is equal to the price paid by such person to the accommodations provider for the use of the accommodations and (ii) the only compensation received by such person for facilitating the sale of the accommodation is a commission paid from the accommodations provider to such person.

"Accommodations provider" means any person that furnishes accommodations to the general public for compensation. The term "furnishes" includes the sale of use or possession or the sale of the right to use or possess.

"Advertising" means the planning, creating, or placing of advertising in newspapers, magazines, billboards, broadcasting and other media, including, without limitation, the providing of concept, writing, graphic design, mechanical art, photography and production supervision. Any person providing advertising as defined in this section shall be deemed to be the user or consumer of all tangible personal property purchased for use in such advertising.

"Affiliate" means the same as such term is defined in § 58.1-439.18.

"Amplification, transmission and distribution equipment" means, but is not limited to, production, distribution, and other equipment used to provide Internet-access services, such as computer and communications equipment and software used for storing, processing and retrieving end-user subscribers' requests.

"Business" includes any activity engaged in by any person, or caused to be engaged in by him, with the object of gain, benefit or advantage, either directly or indirectly.

"Cost price" means the actual cost of an item or article of tangible personal property computed in the same manner as the sales price as defined in this section without any deductions therefrom on account of the cost of materials used, labor, or service costs, transportation charges, or any expenses whatsoever.

"Custom program" means a computer program that is specifically designed and developed only for one customer. The combining of two or more prewritten programs does not constitute a custom computer program. A prewritten program that is modified to any degree remains a prewritten program and does not become custom.

"Discount room charge" means the full amount charged by the accommodations provider to the accommodations intermediary, or an affiliate thereof, for furnishing the accommodations.

"Distribution" means the transfer or delivery of tangible personal property for use, consumption, or storage by the distributee, and the use, consumption, or storage of tangible personal property by a person that has processed, manufactured, refined, or converted such property, but does not include the transfer or delivery of tangible personal property for resale or any use, consumption, or storage otherwise exempt under this chapter.

"Gross proceeds" means the charges made or voluntary contributions received for the lease or rental of tangible personal property or for furnishing services, computed with the same deductions, where applicable, as for sales price as defined in this section over the term of the lease, rental, service, or use, but not less frequently than monthly. "Gross proceeds" does not include finance charges, carrying charges, service charges, or interest from credit extended on the lease or rental of tangible personal property under conditional lease or rental contracts or other conditional contracts providing for the deferred payments of the lease or rental price.

"Gross sales" means the sum total of all retail sales of tangible personal property or services as defined in this chapter, without any deduction, except as provided in this chapter. "Gross sales" does not include the federal retailers' excise tax or the federal diesel fuel excise tax imposed in § 4091 of the Internal Revenue Code if the excise tax is billed to the purchaser separately from the selling price of the article, or the Virginia retail sales or use tax, or any sales or use tax imposed by any county or city under § 58.1-605 or 58.1-606.

"Import" and "imported" are words applicable to tangible personal property imported into the Commonwealth from other states as well as from foreign countries, and "export" and "exported" are words applicable to tangible personal property exported from the Commonwealth to other states as well as to foreign countries.

"In this Commonwealth" or "in the Commonwealth" means within the limits of the Commonwealth of Virginia and includes all territory within these limits owned by or ceded to the United States of America.

"Integrated process," when used in relation to semiconductor manufacturing, means a process that begins with the research or development of semiconductor products, equipment, or processes, includes the handling and storage of raw materials at a plant site, and continues to the point that the product is
packaged for final sale and either shipped or conveyed to a warehouse. Without limiting the foregoing, any semiconductor equipment, fuel, power, energy, supplies, or other tangible personal property shall be deemed used as part of the integrated process if its use contributes, before, during, or after production, to higher product quality, production yields, or process efficiencies. Except as otherwise provided by law, "integrated process" does not mean general maintenance or administration.

"Internet" means collectively, the myriad of computer and telecommunications facilities, which comprise the interconnected worldwide network of computer networks.

"Internet service" means a service that enables users to access proprietary and other content, information electronic mail, and the Internet as part of a package of services sold to end-user subscribers.

"Lease or rental" means the leasing or renting of tangible personal property and the possession or use thereof by the lessee or renter for a consideration, without transfer of the title to such property.

"Manufacturing, processing, refining, or conversion" includes the production line of the plant starting with the handling and storage of raw materials at the plant site and continuing through the last step of production where the product is finished or completed for sale and conveyed to a warehouse at the production site, and also includes equipment and supplies used for production line testing and quality control. "Manufacturing" also includes the necessary ancillary activities of newspaper and magazine printing when such activities are performed by the publisher of any newspaper or magazine for sale daily or regularly at average intervals not exceeding three months.

The determination of whether any manufacturing, mining, processing, refining or conversion activity is industrial in nature shall be made without regard to plant size, existence or size of finished product inventory, degree of mechanization, amount of capital investment, number of employees or other factors relating principally to the size of the business. Further, "industrial in nature" includes, but is not limited to, those businesses classified in codes 10 through 14 and 20 through 39 published in the Standard Industrial Classification Manual for 1972 and any supplements issued thereafter.

"Modular building" means, but is not limited to, single and multifamily houses, apartment units, commercial buildings, and permanent additions thereof, comprised of one or more sections that are intended to become real property, primarily constructed at a location other than the permanent site, built to comply with the Virginia Industrialized Building Safety Law (§ 36-70 et seq.) as regulated by the Virginia Department of Housing and Community Development, and shipped with most permanent components in place to the site of final assembly. For purposes of this chapter, "modular building" does not include a mobile office as defined in § 58.1-2401 or any manufactured building subject to and certified under the provisions of the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. § 5401 et seq.).

"Modular building manufacturer" means a person that owns or operates a manufacturing facility and is engaged in the fabrication, construction and assembling of building supplies and materials into modular buildings, as defined in this section, at a location other than at the site where the modular building will be assembled on the permanent foundation and may or may not be engaged in the process of affixing the modules to the foundation at the permanent site.

"Modular building retailer" means any person that purchases or acquires a modular building from a modular building manufacturer, or from another person, for subsequent sale to a customer residing within or outside of the Commonwealth, with or without installation of the modular building to the foundation at the permanent site.

"Motor vehicle" means a "motor vehicle" as defined in § 58.1-2401, taxable under the provisions of the Virginia Motor Vehicles Sales and Use Tax Act (§ 58.1-2400 et seq.) and upon the sale of which all applicable motor vehicle sales and use taxes have been paid.

"Occasional sale" means a sale of tangible personal property not held or used by a seller in the course of an activity for which it is required to hold a certificate of registration, including the sale or exchange of all or substantially all the assets of any business and the reorganization or liquidation of any business, provided that such sale or exchange is not one of a series of sales and exchanges sufficient in number, scope and character to constitute an activity requiring the holding of a certificate of registration.

"Open video system" means an open video system authorized pursuant to 47 U.S.C. § 573 and, for purposes of this chapter only, also includes Internet service regardless of whether the provider of such service is also a telephone common carrier.

"Person" includes any individual, firm, copartnership, cooperative, nonprofit membership corporation, joint venture, association, corporation, estate, trust, business trust, trustee in bankruptcy, receiver, auctioneer, syndicate, assignee, club, society, or other group or combination acting as a unit, body politic or political subdivision, whether public or private, or quasi-public, and the plural of "person" means the same as the singular.

"Prewritten program" means a computer program that is prepared, held or existing for general or repeated sale or lease, including a computer program developed for in-house use and subsequently sold or leased to unrelated third parties.

"Qualifying locality" means Charlotte County, Gloucester County, Halifax County, Henry County,
Mecklenburg County, Northampton County, Patrick County, Pittsylvania County, or the City of Danville.

"Railroad rolling stock" means locomotives, of whatever motive power, autocars, railroad cars of every kind and description, and all other equipment determined by the Tax Commissioner to constitute railroad rolling stock.

"Remote seller" means any dealer deemed to have sufficient activity within the Commonwealth to require registration under § 58.1-613 under the criteria specified in subdivision C 10 or 11 of § 58.1-612 or any software provider acting on behalf of such dealer.

"Retail sale" or a "sale at retail" means a sale to any person for any purpose other than for resale in the form of tangible personal property or services taxable under this chapter, and shall include any such transaction as the Tax Commissioner upon investigation finds to be in lieu of a sale. All sales for resale must be made in strict compliance with regulations applicable to this chapter. Any dealer making a sale for resale which is not in strict compliance with such regulations shall be personally liable for payment of the tax.

The terms "retail sale" and a "sale at retail" specifically include the following: (i) the sale or charges for any room or rooms, lodgings, or accommodations furnished to transients for less than 90 continuous days by any hotel, motel, inn, tourist camp, tourist cabin, camping grounds, club, or any other place in which rooms, lodging, space, or accommodations are regularly furnished to transients for a consideration; (ii) sales of tangible personal property to persons for resale when because of the operation of the business, or its very nature, or the lack of a place of business in which to display a certificate of registration, or the lack of a place of business in which to keep records, or the lack of adequate records, or because such persons are minors or transients, or because such persons are engaged in essentially service businesses, or for any other reason there is likelihood that the Commonwealth will lose tax funds due to the difficulty of policing such business operations; (iii) the separately stated charge made for automotive refinishing repair materials that are permanently applied to or affixed to a motor vehicle during its repair; and (iv) the separately stated charge for equipment available for lease or purchase by a provider of satellite television programming to the customer of such programming. Equipment sold to a provider of satellite television programming for subsequent lease or purchase by the customer of such programming shall be deemed a sale for resale. The Tax Commissioner is authorized to promulgate regulations requiring vendors of or sellers to such persons to collect the tax imposed by this chapter on the cost price of such tangible personal property to such persons and may refuse to issue certificates of registration to such persons. The terms "retail sale" and a "sale at retail" also specifically include the separately stated charge made for supplies used during automotive repairs whether or not there is transfer of title or possession of the supplies and whether or not the supplies are attached to the automobile. The purchase of such supplies by an automotive repairer for sale to the customer of such repair services shall be deemed a sale for resale.

The term "transient" does not include a purchaser of camping memberships, time-shares, condominiums, or other similar contracts or interests that permit the use of, or constitute an interest in, real estate, however created or sold and whether registered with the Commonwealth or not. Further, a purchaser of a right or license which entitles the purchaser to use the amenities and facilities of a specific real estate project on an ongoing basis throughout its term shall not be deemed a transient, provided, however, that the term or time period involved is for seven years or more.

The terms "retail sale" and "sale at retail" do not include a transfer of title to tangible personal property after its use as tools, tooling, machinery or equipment, including dies, molds, and patterns, if (i) at the time of purchase, the purchaser is obligated, under the terms of a written contract, to make the transfer and (ii) the transfer is made for the same or a greater consideration to the person for whom the purchaser manufactures goods.

"Retailer" means every person engaged in the business of making sales at retail, or for distribution, use, consumption, or storage to be used or consumed in the Commonwealth.

"Room charge" means the full retail price charged to the customer by the accommodations intermediary for the use of the accommodations, including any accommodations fee, before taxes. The room charge shall be determined in accordance with 23VAC10-210-730 and the related rulings of the Department on the same.

"Sale" means any transfer of title or possession, or both, exchange, barter, lease or rental, conditional or otherwise, in any manner or by any means whatsoever, of tangible personal property and any rendition of a taxable service for a consideration, and includes the fabrication of tangible personal property for consumers who furnish, either directly or indirectly, the materials used in fabrication, and the furnishing, preparing, or serving for a consideration of any tangible personal property consumed on the premises of the person furnishing, preparing, or serving such tangible personal property. A transaction whereby the possession of property is transferred but the seller retains title as security for the payment of the price shall be deemed a sale.

"Sales price" means the total amount for which tangible personal property or services are sold, including any services that are a part of the sale, valued in money, whether paid in money or otherwise, and includes any amount for which credit is given to the purchaser, consumer, or lessee by the dealer, without any deduction therefrom on account of the cost of the property sold, the cost of materials used,
labor or service costs, losses or any other expenses whatsoever. "Sales price" does not include (i) any cash discount allowed and taken; (ii) finance charges, carrying charges, service charges or interest from credit extended on sales of tangible personal property under conditional sale contracts or other conditional contracts providing for deferred payments of the purchase price; (iii) separately stated local property taxes collected; (iv) that portion of the amount paid by the purchaser as a discretionary gratuity added to the price of a meal; or (v) that portion of the amount paid by the purchaser as a mandatory gratuity or service charge added by a restaurant to the price of a meal, but only to the extent that such mandatory gratuity or service charge does not exceed 20 percent of the price of the meal. Where used articles are taken in trade, or in a series of trades as a credit or part payment on the sale of new or used articles, the tax levied by this chapter shall be paid on the net difference between the sales price of the new or used articles and the credit for the used articles.

"Semiconductor cleanrooms" means the integrated systems, fixtures, piping, partitions, flooring, lighting, equipment, and all other property used to reduce contamination or to control airflow, temperature, humidity, vibration, or other environmental conditions required for the integrated process of semiconductor manufacturing.

"Semiconductor equipment" means (i) machinery or tools or repair parts or replacements thereof; (ii) the related accessories, components, pedestals, bases, or foundations used in connection with the operation of the equipment, without regard to the proximity to the equipment, the method of attachment, or whether the equipment or accessories are affixed to the reality; (iii) semiconductor wafers and other property or supplies used to install, test, calibrate or recalibrate, characterize, condition, measure, or maintain the equipment and settings thereof; and (iv) equipment and supplies used for quality control testing of product, materials, equipment, or processes; or the measurement of equipment performance or production parameters regardless of where or when the quality control, testing, or measuring activity takes place, how the activity affects the operation of equipment, or whether the equipment and supplies come into contact with the product.

"Storage" means any keeping or retention of tangible personal property for use, consumption or distribution in the Commonwealth, or for any purpose other than sale at retail in the regular course of business.

"Tangible personal property" means personal property that may be seen, weighed, measured, felt, or touched, or is in any other manner perceptible to the senses. "Tangible personal property" does not include stocks, bonds, notes, insurance or other obligations or securities. "Tangible personal property" includes (i) telephone calling cards upon their initial sale, which shall be exempt from all other state and local utility taxes, and (ii) manufactured signs.

"Use" means the exercise of any right or power over tangible personal property incident to the ownership thereof, except that it does not include the sale at retail of that property in the regular course of business. "Use" does not include the exercise of any right or power, including use, distribution, or storage, over any tangible personal property sold to a nonresident donor for delivery outside of the Commonwealth to a nonresident recipient pursuant to an order placed by the donor from outside the Commonwealth via mail or telephone. "Use" does not include any sale determined to be a gift transaction, subject to tax under § 58.1-604.6.

"Use tax" refers to the tax imposed upon the use, consumption, distribution, and storage as defined in this section.

"Used directly," when used in relation to manufacturing, processing, refining, or conversion, refers to those activities that are an integral part of the production of a product, including all steps of an integrated manufacturing or mining process, but not including ancillary activities such as general maintenance or administration. When used in relation to mining, "used directly" refers to the activities specified in this definition and, in addition, any reclamation activity of the land previously mined by the mining company required by state or federal law.

"Video programmer" means a person that provides video programming to end-user subscribers.

"Video programming" means video and/or information programming provided by or generally considered comparable to programming provided by a cable operator, including, but not limited to, Internet service.

§ 58.1-603. (Contingent expiration date) Imposition of sales tax.

There is hereby levied and imposed, in addition to all other taxes and fees of every kind now imposed by law, a license or privilege tax upon every person who engages in the business of selling at retail or distributing tangible personal property in this Commonwealth, or who rents or furnishes any of the things or services taxable under this chapter, or who stores for use or consumption in this Commonwealth any item or article of tangible personal property as defined in this chapter, or who leases or rents such property within this Commonwealth, in the amount of 4.3 percent:

1. Of the gross sales price of each item or article of tangible personal property when sold at retail or distributed in this Commonwealth.

2. Of the gross proceeds derived from the lease or rental of tangible personal property, where the lease or rental of such property is an established business, or part of an established business, or the same is incidental or germane to such business.
3. Of the cost price of each item or article of tangible personal property stored in this Commonwealth for use or consumption in this Commonwealth.

4. Of the gross proceeds derived from the sale or charges for rooms, lodgings or accommodations furnished to transients as set out in the definition of "retail sale" in § 58.1-602.

5. Of the gross sales of any services that are expressly stated as taxable within this chapter.

§ 58.1-603. (Contingent effective date) Imposition of sales tax.

There is hereby levied and imposed, in addition to all other taxes and fees of every kind now imposed by law, a license or privilege tax upon every person who engages in the business of selling at retail or distributing tangible personal property in this Commonwealth, or who rents or furnishes any of the things or services taxable under this chapter, or who stores for use or consumption in this Commonwealth any item or article of tangible personal property as defined in this chapter, or who leases or rents such property within this Commonwealth, in the amount of three and one-half percent through midnight on July 31, 2004, and four percent beginning on and after August 1, 2004:

1. Of the gross sales price of each item or article of tangible personal property when sold at retail or distributed in this Commonwealth.

2. Of the gross proceeds derived from the lease or rental of tangible personal property, where the lease or rental of such property is an established business, or part of an established business, or the same is incidental or germane to such business.

3. Of the cost price of each item or article of tangible personal property stored in this Commonwealth for use or consumption in this Commonwealth.

4. Of the gross proceeds derived from the sale or charges for rooms, lodgings or accommodations furnished to transients as set out in the definition of "retail sale" in § 58.1-602.

5. Of the gross sales of any services which are expressly stated as taxable within this chapter.

§ 58.1-612.2. Tax collectible from accommodations providers and intermediaries.

A. For any retail sale of accommodations not facilitated by an accommodations intermediary, the accommodations provider shall collect the retail sales and use taxes imposed in accordance with this chapter, computed on the total charges for the accommodations, and shall remit the same to the Department and shall be liable for the same.

B. For any retail sale of accommodations facilitated by an accommodations intermediary, the accommodations intermediary shall be deemed under this chapter as a dealer making a retail sale of an accommodation. The accommodations intermediary shall collect the retail sales and use taxes imposed in accordance with this chapter, computed on the room charge. When the accommodations are at a hotel, the accommodations intermediary shall remit the taxes on the accommodations fee to the Department and shall remit any remaining taxes to the hotel, which shall remit such taxes to the Department. When the accommodations are at a short-term rental, as defined in § 15.2-983, or at any other accommodations, the accommodations intermediary shall remit the taxes on the room charge to the Department.

C. An accommodations intermediary shall not be liable for retail sales and use taxes remitted to an accommodations provider but that are not then remitted to the Department by the accommodations provider. For any retail sale of accommodations facilitated by an accommodations intermediary, an accommodations provider shall be liable for that portion of retail sales and use taxes that relates to the discount room charge only to the extent that the accommodations intermediary has remitted such taxes to the accommodations provider.

D. For any retail sale of accommodations facilitated by an accommodations intermediary, nothing herein shall relieve the accommodations provider from liability for retail sales and use taxes on any amounts charged directly to the customer by the accommodations provider that are not collected by the accommodations intermediary.

E. For any retail sale of accommodations not facilitated by an accommodations intermediary, the accommodations provider shall separately state the amount of the tax on the bill, invoice, or similar documentation and shall add the tax to the total charges charged to the transient by the accommodations provider. For any retail sale of accommodations facilitated by an accommodations intermediary, the accommodations intermediary shall separately state the amount of the tax on the bill, invoice, or similar documentation and shall add the tax to the room charge; thereafter, such tax shall be a debt from the customer to the accommodations intermediary, recoverable at law in the same manner as other debts.


As used in this article, unless the context requires a different meaning:

"Accommodations" means any room or space for which tax is imposed on the retail sale of the same pursuant to this article.

"Accommodations fee" means the same as such term is defined in § 58.1-602.

"Accommodations intermediary" means the same as such term is defined in § 58.1-602.

"Accommodations provider" means the same as such term is defined in § 58.1-602.

"Affiliate" means the same as such term is defined in § 58.1-439.18.

"Discount room charge" means the same as such term is defined in § 58.1-602.
"Retail sale" means a sale to any person for any purpose other than for resale. "Room charge" means the same as such term is defined in § 58.1-602.

§ 58.1-3819. (Effective May 1, 2021) Transient occupancy tax.
A. Any county, by duly adopted ordinance, may levy a transient occupancy tax on hotels, motels, boarding houses, travel campgrounds, and other facilities offering guest rooms rented out for continuous occupancy for fewer than 30 consecutive days. The tax shall be imposed on the total price paid by the customer for the use or possession of the room or space occupied in a retail sale. Such tax shall be in such amount and on such terms as the governing body may, by ordinance, prescribe.

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

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

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

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

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

§ 58.1-3819.1. Transient occupancy tax; Roanoke County.
A. Notwithstanding any other provision of law, general or special, and in lieu of any authority to impose a transient occupancy tax in any other provision of law, general or special, Roanoke County may impose a total transient occupancy tax not to exceed seven percent of the amount of the charge for the occupancy of any room or space occupied or for the occupancy of any overnight guest room total price paid by the customer for the use or possession of any room, space, or overnight guest room occupied in a retail sale. The tax imposed hereunder shall not apply to rooms or spaces rented and continuously occupied by the same individual or same group of individuals for 30 or more days.

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

§ 58.1-3823. (Effective May 1, 2021) Additional transient occupancy tax for certain counties.
A. Hanover County, Chesterfield County and Henrico County may impose:

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

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

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

B. Any county with the county manager plan of government may impose an additional transient occupancy tax not to exceed two percent of the amount of the charge for the occupancy of any room or space occupied total price paid by the customer for the use or possession of any room or space occupied in a retail sale, provided that the county's governing body approves the construction of a county conference center. The tax imposed hereunder shall not apply to rooms or spaces rented and continuously occupied by the same individual or same group of individuals for 30 or more days. The revenues collected from the additional tax shall be designated and spent for the design, construction, debt payment, and operation of such conference center.

C. (For expiration date, see Acts 1988, c. 850) The Counties of James City and York may impose an additional transient occupancy tax for the use or possession of any overnight guest room in an amount not to exceed $2 per room per night for the occupancy of any overnight guest room. The tax imposed by this subsection shall not apply to travel campground sites or to rooms or spaces rented and continuously occupied by the same individual or same group of individuals for 30 or more days. Of the revenues generated by the tax authorized by this subsection, one-half of the revenues generated from each night of occupancy of an overnight guest room shall be deposited into the Historic Triangle Marketing Fund, created pursuant to subdivision E 1 of § 58.1-603.2, and one-half of the revenues shall be retained by the locality in which the tax is imposed.

C. (For effective date, see Acts 1988, c. 850) 1. The Counties of James City and York may impose an additional transient occupancy tax for the use or possession of any overnight guest room in an amount not to exceed $2 per room per night for the occupancy of any overnight guest room. The revenues collected from the additional tax shall be designated and expended solely for advertising the Historic Triangle area, which includes all of the City of Williamsburg and the Counties of James City and York, as an overnight tourism destination by the members of the Williamsburg Area Destination Marketing Committee of the Greater Williamsburg Chamber and Tourism Alliance. The tax imposed by this subsection shall not apply to travel campground sites or to rooms or spaces rented and continuously occupied by the same individual or same group of individuals for 30 or more days.

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

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

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

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

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

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

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

D. Bedford County may impose an additional transient occupancy tax not to exceed two percent of the amount of the charge for the occupancy of any room or space occupied total price paid by the customer for the use or possession of any room or space occupied in a retail sale. The tax imposed hereunder shall not apply to rooms or spaces rented and continuously occupied by the same individual or same group of individuals for 30 or more days.

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

E. Botetourt County may impose an additional transient occupancy tax not to exceed two percent of the amount of the charge for the occupancy of any room or space occupied total price paid by the customer for the use or possession of any room or space occupied in a retail sale. The tax imposed hereunder shall not apply to rooms or spaces rented and continuously occupied by the same individual or same group of individuals for 30 or more days.

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

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

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

§ 58.1-3824. Additional transient occupancy tax in Fairfax County.

In addition to such transient occupancy taxes as are authorized by this chapter, beginning July 1, 2004, Fairfax County may impose an additional transient occupancy tax not to exceed two percent of the amount of charge for the occupancy of any room or space occupied total price paid by the customer for the use or possession of any room or space occupied in a retail sale; provided that the board of supervisors of the County appropriates the revenues collected from such tax as follows:

1. No more than 75 percent of such revenues shall be designated for and appropriated to Fairfax County to be spent for tourism promotion in the County after consultation with local tourism industry organizations and in support of the local tourism industry; and

2. The remaining portion of such revenues shall be designated for and appropriated to a nonprofit convention and visitor's bureau located in Fairfax County.

The tax imposed hereunder shall not apply to rooms or spaces rented and continuously occupied by the same individual or same group of individuals for 30 or more days.

For purposes of this section, "tourism promotion" means direct funding designated and spent solely for tourism, marketing of tourism or initiatives that, as determined in consultation with the local tourism industry organizations, attract travelers to the locality and generate tourism revenues in the locality.

§ 58.1-3825. Additional transient occupancy tax in Rockbridge County and the Cities of Lexington and Buena Vista.

In addition to such transient occupancy taxes as are authorized by this chapter, Rockbridge County and the Cities of Lexington and Buena Vista may impose an additional transient occupancy tax not to exceed two percent of the amount of charge for the occupancy of any room or space occupied total price paid by the customer for the use or possession of any room or space occupied in a retail sale. The authority to impose such tax is hereby individually granted to the local governing bodies of such county and cities. However, if such tax is adopted, the local governing body of such county or cities
adoption the tax shall appropriate the revenues collected therefrom to the Virginia Horse Center Foundation to be used by the Foundation for the sole purpose of making principal and interest payments on a promissory note or notes signed or executed by the Virginia Horse Center Foundation or the Virginia Equine Center Foundation prior to January 1, 2004, with the Rockbridge Industrial Development Authority as the obligee or payee, as part of an agreement for the Authority to issue bonds on behalf of or for improvements at the Virginia Horse Center Foundation, Virginia Equine Center Foundation, or Virginia Equine Center.

For purposes of this section, such note or notes signed or executed prior to January 1, 2004, shall include any notes or other indebtedness incurred to refinance such note or notes, regardless of the date of refinancing, provided that such refinancing shall not include any debt or the payment of any debt for any activity relating to the Virginia Horse Center Foundation, Virginia Equine Center Foundation, or Virginia Equine Center that occurs on or after January 1, 2004.

The tax imposed hereunder shall not apply to rooms or spaces rented and continuously occupied by the same individual or same group of individuals for 30 or more days. Such tax may no longer be imposed in such county or such cities after final payment of the note or notes described herein.

§ 58.1-3825.2. Additional transient occupancy tax in Bath County.
A. In addition to such transient occupancy tax as is authorized by § 58.1-3819, Bath County may impose an additional transient occupancy tax not to exceed two percent of the amount of the charge for the occupancy of any room or space occupied total price paid by the customer for the use or possession of any room or space occupied in a retail sale.

B. The revenues collected from the additional tax shall be designated and spent as follows:
1. One-half of such revenue shall be designated and spent solely for tourism and travel, marketing of tourism, or initiatives that, as determined after consultation with the local tourism industry organizations, attract travelers to the locality and generate tourism revenues in the locality. If there are no local tourism industry organizations in the locality, the governing body shall hold a public hearing prior to making any determination relating to how to attract travelers to the locality and generate tourism revenues in the locality.
2. One-half of such revenue shall be designated and spent solely for the design, operation, construction, improvement, acquisition, and debt service for such expenses on debt incurred after June 30, 2009, of tourism facilities, historic sites, beautification projects, promotion of the arts, regional tourism marketing efforts, capital costs related to travel and transportation including air service, public parks and recreation, and information centers that attract travelers to the locality and generate tourism revenues in the locality.
C. The tax imposed hereunder shall not apply to rooms or spaces rented and continuously occupied by the same individual or same group of individuals for 30 or more days in hotels, motels, boarding houses, travel campgrounds, and other facilities offering guest rooms.
D. If Bath County requires local hotel and motel businesses, or any class thereof, to collect, account for, and remit the tax imposed pursuant to this section, the County may allow such businesses a commission for such service in the form of a deduction from the tax remitted. Such commission shall be provided for by ordinance, which shall set the rate thereof, no less than three percent and not to exceed five percent of the amount of tax due and accounted for. No commission shall be allowed if the amount due is delinquent.

E. All tax collections pursuant to this section shall be deemed to be held in trust for Bath County.

§ 58.1-3825.3. (Effective May 1, 2021) Additional transient occupancy tax in Arlington County.
In addition to the transient occupancy tax authorized by § 58.1-3819, Arlington County may impose an additional transient occupancy tax not to exceed one-fourth of one percent of the amount of the charge for the occupancy of any room or space occupied total price paid by the customer for the use or possession of any room or space occupied in a retail sale. The revenues collected from the additional tax shall be designated and spent for the purpose of promoting tourism and business travel in the county.

§ 58.1-3826. Scope of transient occupancy tax.
A. The transient occupancy tax imposed pursuant to the authority of this article shall be imposed only for the occupancy use or possession of any room or space that is suitable or intended for occupancy by transients for dwelling, lodging, or sleeping purposes.
B. For any retail sale of accommodations not facilitated by an accommodations intermediary, the accommodations provider shall collect the tax imposed pursuant to this article, computed on the total price paid for the use or possession of the accommodations, and shall remit the same to the locality and shall be liable for the same.
C. For any retail sale of accommodations facilitated by an accommodations intermediary, the accommodations intermediary shall be deemed under this article as a facility making a retail sale of an accommodation. The accommodations intermediary shall collect the tax imposed pursuant to this article, computed on the room charge. When the accommodations are at a hotel, the accommodations intermediary shall remit the taxes to the locality and shall remit any remaining taxes to the hotel, which shall remit such taxes to the locality. When the accommodations are
at a short-term rental, as defined in § 15.2-983, or at any other accommodations, the accommodations intermediary shall remit the taxes on the room charge to the locality.

D. An accommodations intermediary shall not be liable for taxes under this article remitted to an accommodations provider but that are then not remitted to the locality by the accommodations provider. For any retail sale of accommodations facilitated by an accommodations intermediary, an accommodations provider shall be liable for that portion of the taxes under this article that relate to the discount room charge only to the extent that the accommodations intermediary has remitted such taxes to the accommodations provider.

E. In any retail sale of any accommodations in which an accommodations intermediary does not facilitate the sale of the accommodations, the accommodations provider shall separately state the amount of the tax in the bill, invoice, or similar documentation and shall add the tax to the total price paid for the use or possession of the accommodations. In any retail sale of any accommodations in which an accommodations intermediary facilitates the sale of the accommodations, the accommodations intermediary shall separately state the amount of the tax on the bill, invoice, or similar documentation and shall add the tax to the room charge; thereafter, such tax shall be a debt from the customer to the accommodations intermediary, recoverable at law in the same manner as other debts.

§ 58.1-3842. Combined transient occupancy and food and beverage tax.

A. Rappahannock County and Madison County, by duly adopted ordinance, are hereby authorized to levy a tax on occupancy for the use or possession of any room or space occupied in a bed and breakfast establishment on which the county is authorized to levy a transient occupancy tax under § 58.1-3819 and on food and beverages sold for human consumption within such establishment on which the county is authorized to levy a food and beverage tax under § 58.1-3833, when the charges for the occupancy use or possession of the room or space and for the sale of food and beverages are assessed in the aggregate and not separately stated. Such tax shall not exceed four percent of the total amount charged for the occupancy of the room or space occupied, price paid by the customer for the use or possession of the room or space occupied and for the food and beverages. Such tax shall be in such amount and on such terms as the governing body may, by ordinance, prescribe. The tax shall be in addition to the sales tax currently imposed by the county pursuant to the authority of Chapter 6 (§ 58.1-600 et seq.). Collection of such tax shall be in a manner prescribed by the governing body. All taxes collected under the authority of this article shall be deemed to be held in trust for the county imposing the tax.

B. If a bed and breakfast establishment separately states charges for the occupancy use or possession of the room or space occupied and for the sale of food and beverages, a transient occupancy tax levied under § 58.1-3819 and a food and beverage tax levied under § 58.1-3833 shall apply to such separately stated charges, as applicable.

C. Any tax imposed pursuant to this article shall not apply within the limits of any town located in such county, where such town now, or hereafter, imposes a town meals tax or a town transient occupancy tax on the same subject. If the governing body of any town within a county, however, provides that a county tax authorized by this article shall apply within the limits of such town, then such tax may be imposed within such towns.

D. This tax shall be levied only if a food and beverage tax has been approved in a referendum within the county as provided by subsection A of § 58.1-3833. No county in which the levy of a food and beverage tax has been approved in a referendum pursuant to subsection A of § 58.1-3833 shall be required to submit an amendment to its meals tax ordinance or a further question to the voters in a referendum prior to adopting an ordinance adopting or amending the tax authorized by this article.

E. Nothing herein contained shall affect any authority heretofore granted to any county to levy a food and beverage tax or a transient occupancy tax.

§ 58.1-3843. Scope of transient occupancy tax.

A. As used in this section:

"Accommodations" means any room or space for which tax is imposed on the retail sale of the same pursuant to this article.

"Accommodations fee" means the same as such term is defined in § 58.1-602.

"Accommodations intermediary" means the same as such term is defined in § 58.1-602.

"Accommodations provider" means the same as such term is defined in § 58.1-602.

"Affiliate" means the same as such term is defined in § 58.1-439.18.

"Discount room charge" means the same as such term is defined in § 58.1-602.

"Retail sale" means a sale to any person for any purpose other than for resale.

"Room charge" means the same as such term is defined in § 58.1-602.

B. Notwithstanding any other provision of law, general or special, the tax imposed on transient room rentals pursuant to the authority of this article shall be imposed only for the occupancy use or possession of any room or space that is suitable or intended for occupancy by transients for dwelling, lodging, or sleeping purposes.

C. The scope of the transient occupancy tax imposed pursuant to this article shall be consistent with the scope of the transient occupancy tax imposed under Article 6 (§ 58.1-3818.8 et seq.).

2. That the provisions of the first enactment of this act shall become effective on September 1,
2021, and that the provisions of the third, fourth, and fifth enactments of this act shall become effective in due course.

3. That the Department of Taxation (the Department) shall develop and make publicly available guidelines no later than August 1, 2021, for purposes of developing processes and procedures for implementing the provisions of §§ 58.1-602 and 58.1-603 of the Code of Virginia, as amended by this act, and the provisions of § 58.1-612.2 of the Code of Virginia, as created by this act, relating to the retail sale and taxation of accommodations. The development, issuance, and publication of the guidelines shall be exempt from the provisions of the Administrative Process Act (§ 2.2-4000 et seq. of the Code of Virginia).

4. That the Department of Taxation shall maintain on its website a current table indicating the rate of the local transient occupancy tax imposed by each county, city, and town in the Commonwealth. Every county, city, and town that imposes a transient occupancy tax shall, no later than seven days after making a change to its rate of taxation, provide written notice of the same to the Tax Commissioner for the purpose of updating the table.

EXECUTIVE SUMMARY

AGENDA TITLE: Request to schedule public hearings for possible amendments to Chapter 20, Taxation, Division 1 of the Franklin County Code

SUBJECT/PROPOSAL/REQUEST: Discussion of possible amendments to Chapter 20, Taxation, Division 1 of the Franklin County Code relating to real estate tax exemption for elderly persons and the totally and permanently disabled

STRAATEGIC PLAN FOCUS AREA:
☑ Economic Development ☑ Financial Stability
☑ Infrastructure ☑ Lifelong Learning
☑ Managed Growth ☑ Public Safety
☑ Operational Effectiveness

AGENDA DATE: November 16, 2021

BOARD ACTION: Yes
INFORMATION: Yes
ATTACHMENTS: Yes

CONSENT AGENDA: No
ATTACHMENTS: Yes

STAFF CONTACT(S): Commissioner Torrence, Sandy

REVIEWED BY: Chris Whitlow, County Administrator

BACKGROUND:

Chapter 20, Taxation, of the Franklin Code sets forth the categories of taxation assessed by the County. Division 1 outlines the general provisions for taxation. Section 20-18 specifically outlines an allowable real estate tax exemption for elderly persons and the totally and permanently disabled citizens. In short, a real estate tax exemption is provided for qualified property owners, who are not less than sixty-five (65) years of age or permanently and totally disabled and meet the income criteria outlined in this section. Persons qualifying for exemption are deemed to be bearing an extraordinary real estate tax burden in relation to their income and financial worth. This section of the Code was last revised on January 15, 2019.

DISCUSSION:

It is the duty of the Commissioner of the Revenue to make determinations regarding the qualifications for the real estate tax exemption. In making the determinations regarding the tax exemption, the Commissioner has determined that the dynamics of many homes has changed over the years. The current ordinance for tax exemption (20-18) includes the income from all sources of the owners that live in the residence as well as the income of relatives living in the home, but it does not include non-relatives living in the home. Today, many of the applications being processed for the tax exemption based on elderly or permanently handicapped have non-relatives living in the home providing additional income. The Commissioner has requested that the Code be amended to now include the income of any non-relatives living in the home when determining eligibility for this tax exemption. Section 58.1-321 of the Code of Virginia sets out the local restrictions that are enabled and does allow the inclusion of nonrelatives living in the dwelling to be considered as part of the income threshold (see attached).

RECOMMENDATION:

Staff believes that the request from the Commissioner to amend the current taxation ordinance is appropriate and will help to clarify standards for exemption of real estate taxes for elderly and disabled households. Therefore, staff respectfully requests that the Board of Supervisors authorize the staff, in
consultation with the Commissioner of the Revenue, Treasurer and County Attorney, to proceed with scheduling the required public hearing to be held in December before the Board of Supervisors (December 21st)

POSSIBLE MOTIONS:

(APPROVE) I move to approve authorization for the county staff to schedule the required public hearing to consider the amendments to Chapter 20, Taxation, Division 1 of the Franklin County Code, as presented, for the Board of Supervisors to be held in December.

OR

(TABLE) I move to delay action on this matter until additional information can be provided to the Board.

OR

(DENY) I move to deny scheduling a public hearing to consider the amendments to Chapter 20 of the Franklin County Code as presented.
§ 58.1-3212. Local restrictions and exemptions

Pursuant to Article X, Section 6 (b) of the Constitution of Virginia, the General Assembly hereby authorizes the governing body of a county, city or town to establish by ordinance net financial worth or annual income limitations as a condition of eligibility for any exemption or deferral of tax allowed pursuant to this article. If the governing body establishes an annual income limitation, the computation of annual income shall be based on adding together the income received during the preceding calendar year, without regard to whether a tax return is actually filed, by (i) owners of the dwelling who use it as their principal residence, (ii) owners' relatives who live in the dwelling, except for those relatives living in the dwelling and providing bona fide caregiving services to the owner whether such relatives are compensated or not, and (iii) at the option of each locality, nonrelatives of the owner who live in the dwelling except for bona fide tenants or bona fide caregivers of the owner, whether compensated or not. A locality may provide in its ordinance that, for the purpose of the computation of annual income, if an individual described in clause (ii) and (iii) is permanently and totally disabled, any disability income received by such person shall not be included. If the governing body establishes a net financial worth limitation, net financial worth shall be based on adding together the net financial worth, including the present value of equitable interests, as of December 31 of the immediately preceding calendar year, of the owners, and of the spouse of any owner, of the dwelling.

Nothing in this section shall be construed or interpreted as to preclude or prohibit the governing body of a county, city or town from excluding certain sources of income, or a portion of the same, for purposes of its annual income limitation or excluding certain assets, or a portion of the same, for purposes of its net financial worth limitation.

Any county, city, or town that pursuant to this article provides for the exemption from, deferral of, or a combination program of exemptions from and deferrals of real property taxes may exempt or defer the real property taxes of the qualifying dwelling and the land, not exceeding ten acres, upon which it is situated.

No local ordinance shall require that a citizen reside in the jurisdiction for a designated period of time as a condition for qualifying for any real estate tax exemption or deferral program established pursuant to § 58.1-3210.


The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.
Sec. 20-18. Exemption for elderly persons and the totally and permanently disabled.

(a) **Exemption authorized.** Real estate tax exemption is provided for qualified property owners, who are not less than sixty-five (65) years of age or permanently and totally disabled who are eligible according to the terms of this section. Persons qualifying for exemption are deemed to be bearing an extraordinary real estate tax burden in relation to their income and financial worth.

(b) **Administration of the exemption.** The exemption shall be administered by the commissioner of the revenue according to the general provisions contained in this section. The commissioner of the revenue is hereby authorized and empowered to prescribe, adopt, promulgate and enforce rules and regulations in conformity with the general provisions of this section, including the requirements of answers under oath, as may be reasonably necessary to determine qualifications for exemption as specified by this section. The commissioner of the revenue may require the production of certified tax returns and appraisal reports to establish income or financial worth. A change in income, financial worth, ownership of property or other factors occurring during the tax year for which an affidavit or written statement is filed which causes the applicant to exceed or violate the limitations or conditions shall void any exemption for the following tax year. The exemption for the tax year during which the change occurred shall be prorated, with the prorated portion determined by multiplying the exemption amount by the product of the number of complete months of the year such property was properly eligible for such exemption divided by twelve (12).

(c) **Requirements for exemption.** Exemption shall be granted for real estate taxes on the qualifying dwelling and land, not exceeding five (5) acres, subject to the following provisions:

1. The title of the property for which exemption is claimed is held, or partially held, on January 1 of the taxable year, by the person or persons claiming exemption.

2. The head of the household occupying the dwelling and owning title, or partial title, thereto is sixty-five (65) years of age or older or permanently and totally disabled on December 31 of the year immediately preceding the taxable year. Such dwelling must be occupied as the sole dwelling of the person or persons claiming the exemption.

3. The total combined income during the immediately preceding calendar year from all sources of the owners of the dwelling living therein, and of the owners’ relatives, and any non-relatives living in the dwelling shall not exceed twenty-five thousand dollars ($25,000.00) provided, that the first three thousand five hundred dollars ($3,500.00) of income of each relative, other than spouse, of the owner, or owners, who is living in the dwelling shall not be included in such total.

4. The net combined financial worth, including equitable interests, as of the thirty-first day of December of the immediately preceding calendar year of the owners, and of any owner, excluding the value of the dwelling and the land, not exceeding, five (5) acres upon which it is situated shall not exceed eighty thousand dollars ($80,000.00).

(d) **Claiming exemption.**

1. Annually, and not later than May 1 of the taxable year, the person or persons claiming an exemption must file a real estate tax exemption application with the commissioner of the revenue. First-time applicants and hardship cases may be granted an additional thirty-day extension by the commissioner of the revenue. Under this provision, application would need to be filed no later than May 31 with the commissioner of revenue.
(2) The application shall be set forth, in a manner prescribed by the commissioner of the revenue, the location, assessed value and tax on the property and the names of the related persons occupying the dwelling for which exemption is claimed, their gross combined net worth of the owners and the spouse of any owner.

(3) If, after audit and investigation, the commissioner of the revenue determines that the person or persons are qualified for exemption, he shall issue to the person a certificate which shall show the amount of the exemption from the claimant’s real estate tax liability upon the qualifying dwelling and land, not exceeding five (5) acres.

(4) Changes in respect to income, financial worth, ownership of property or other factors occurring during the taxable year for which the application is filed and having the effect of exceeding or violating the limitations and conditions provided herein, or by any ordinance adopted hereafter, shall nullify any exemption for the then-current taxable year and the taxable year immediately following.

(e) **Amount of exemption.** The person or persons qualifying for and claiming exemption shall be relieved of that portion of the real estate tax levied on the qualifying dwelling and land, not exceeding five (5) acres, in the amount calculated in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Combined Gross Income</th>
<th>Combined Net Worth</th>
<th>Owner’s Relief Plan Net Worth (in dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$25,000</td>
<td>$80,000</td>
<td></td>
</tr>
<tr>
<td><strong>Income</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$0—$12,000</td>
<td>($%)</td>
<td>$0—$12,000—$25,000 ($%)</td>
</tr>
<tr>
<td>$0—$9,000</td>
<td>90</td>
<td>80</td>
</tr>
<tr>
<td>9,001—12,000</td>
<td>75</td>
<td>65</td>
</tr>
<tr>
<td>12,001—15,000</td>
<td>65</td>
<td>55</td>
</tr>
<tr>
<td>15,001—18,000</td>
<td>55</td>
<td>45</td>
</tr>
<tr>
<td>18,001—25,000</td>
<td>45</td>
<td>35</td>
</tr>
</tbody>
</table>

(f) **False claims.** The false claiming of the exemption authorized in this section shall constitute a misdemeanor.

(g) **Effective date.** The exemption herein authorized shall be effective for the tax year commencing January 1, 1986, (January 18th, 2005, amended) and for each tax year thereafter until otherwise provided by law or ordinance.


Editor’s note(s)—Being not specifically amendatory of the Code, the provisions adopted Jan. 21, 1986, have been included herein as a new § 20-18 at the discretion of the editor.
A rezone of 195 acres referred to as “Moorman Rd” was approved by the Board of Supervisors on September 21, 2021 for a subdivision of 112 lots. A hearing for a special use permit to allow private roads was also held on September 21 but the decision was tabled to October 19.

The Board of Supervisors considered the special use permit at their October 19 meeting and tabled the discussion again to give the applicant an opportunity to present additional information about the maintenance and upkeep of the private roads.

Despite favorable support for the residential development from the Planning Commission and Supervisors, the Supervisors continue to have significant discussion and have expressed concern about a private road maintenance agreement and assurances that the roads will be maintained by someone other than Franklin County. After the applicant and staff presented additional conditions on October 19, the request for the special use permit was tabled until November 16th to give the applicant additional time to address concerns.

The county attorney’s office has discussed the Supervisor’s concerns with the applicant’s attorney. A meeting was held on November 10th to discuss how to possibly mitigate these concerns. The applicant’s attorney has agreed to draft a revised Maintenance Agreement and alter the conditions to present to the Board at the November 16th meeting. It is anticipated that the currently proposed conditions for the Special Use Permit listed below will be amended.

The first 7 conditions were approved by the Planning Commission, with an additional four conditions presented to the Supervisors October 16.

1. The private roads shall be developed in general conformity with the master plan entitled “Moorman Road Development, Residential Subdivision,” dated May 19, 2021.
2. Installation of the private roads shall be contingent upon the approval to rezone the property from A-1, Agricultural, to RPD, Residential Planned Development (REZO-06-21-16952).
3. The private roads shall be developed in accordance with the standards listed in Sec.25-305. – Streets, and Sec. 25-310. - Same—Internal relationships.
4. Although the streets will be private, SML Partners, LLC will construct all private streets in accordance with current VDOT subdivision requirements for public streets and agrees to comply with the road maintenance agreements of the subdivision ordinance regulating private streets in large lot subdivisions.
5. Pursuant to the Virginia Property Owners’ Association Act, Va. Code §§55.1-1800 et. Seq., the Moorman Road Subdivision will have a mandatory homeowners’ association of which all lot owners must be members. The HOA will be obligated to maintain the roads and have a reserve fund for road maintenance as part of the annual dues.
6. A bond will be in place to guarantee the roads will be built to state standards, and the bond would not be fully released until the roads are certified by a properly licensed engineering professional, accepted by the County, that the Moorman Road streets meet state standards.
7. SML Partners, LLC will provide a note on the subdivision plat identifying the streets as private and referencing this private maintenance responsibility.
8. Before lots are conveyed after the final subdivision plat is approved and recorded, a Declaration of Covenants shall be recorded for the subdivision establishing a mandatory property owners’ association (the “Association”). Under the Declaration, the Association shall have the obligation to maintain all private roads in the subdivision and shall have the authority to levy assessments to pay for the maintenance of common areas, including private roads, and to file liens against any lot whose owner does not pay the assessment. Unless and until roads in the subdivision are accepted into the state system, each year a portion of the assessment shall be designated for the Association’s private road maintenance fund.
9. Upon completion of the roads in the subdivision, the developer will provide to the Franklin County Planning Department a certification from an engineer licensed in Virginia that the private roads in the subdivision have been built to applicable VDOT public street standards, and the certificate shall include an estimate of the expected costs to maintain the roads to state standards for the next twenty years. The Association will levy assessments over that twenty-year period adequate to cover the estimated road maintenance cost for that twenty-year period.
10. On an annual basis, within fifteen days of receipt of a written request by the Franklin County Planning Department, the Association shall make available to the Planning Department’s designated representative the Associations’ maintenance fund records for inspection to confirm that maintenance fees are being assessed and collected in substantial accordance with Condition #8.
11. A Road Maintenance Agreement approved by the County Attorneys will be included in the Declaration of Covenants, with the Declaration to be referenced on any plat recorded for the development. (a copy of the draft agreement under review is attached)

RECOMMENDATIONS:

Staff and the County Attorney will present a recommendation following the review of additional information submitted by the applicant.
POSSIBLE BOARD ACTIONS:

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

(APPROVE) I find that such use will not be of substantial detriment to adjacent property, that the character of the surrounding area will not be changed thereby, and that such use will be in harmony with the purpose and intent of the County Code, with the uses permitted by right in the zoning district, and with the public health, safety, and general welfare to the community. Therefore, I move to approve the applicant's request for a special use permit to allow for private roads in accordance with Sec. 25-295 of the Zoning Ordinance, with the conditions recommended by staff.

OR

(DENY) I find that such use will be of substantial detriment to adjacent property, that the character of the zoning district will be changed thereby, and that such use will not be in harmony with the purpose and intent of the County Code, with the uses permitted by right in the zoning district, and with the public health, safety, and general welfare to the community. Therefore, I move to deny the applicant's request for a special use permit.

OR

(DELAY ACTION) I find that the required information for the submitted petition is incomplete. Therefore, I move to delay action.
PRIVATE ROAD MAINTENANCE AGREEMENT

An agreement made this original date of ______________, 20__, applicable to the undersigned parcel owners and users.

RECITALS

WHEREAS, the ___________________ Subdivision (the "Subdivision"), situated in the ___________________ District of Franklin County, Virginia, contains private roadway property, and

WHEREAS, the undersigned parcel owners are the owners of the above-referenced roadway property, commonly known and described as follows:

That property designated as roadways as shown and described on a plat dated ______________ and last revised ______________, said Plat being recorded on ______________, 2021 in the Clerk’s Office of the County of Franklin.

WHEREAS, the parties desire to enter into an Agreement and record a Declaration of Covenants regarding the costs of maintenance and improvements to the private roadway property; and

WHEREAS, it is agreed that future parcel owners shall add their signatures to this document or that the property they acquire in the Subdivision shall be subject to the provisions of this Property Road Maintenance Agreement through a recorded Declaration of Covenants as described below.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. Vehicle and Pedestrian Access Easement. Unless and until the roadway property shall ever become accepted into the public road system, the roadway property shall be subject to a perpetual, nonexclusive easement for ingress and egress, granting access to all parcel owners in the Subdivision and their occupants, agents, employees, guests, services, emergency vehicles, and those individuals appointed by the Board of Supervisors to conduct semi-annual road reviews.
2. Utility Easement. The roadway property shall be subject to a perpetual, nonexclusive public utility easement for the purposes of permitting, above and below ground public utilities to be installed and maintained.
3. Mandatory Property Owners Association. In conjunction with the recordation of the final subdivision plat for the Subdivision and before any lot in the Subdivision is conveyed to a third party, the owner shall record a Declaration of Covenants that, among other things, establishes a mandatory property owners’ association (the "Association"), which will be the owner’s eventual successor in interest to the undersigned owner’s rights and obligations under this Private Road Maintenance Agreement. The Declaration of Covenants shall obligate and require that the Association maintain the Subdivision’s common areas, including the roadway property, and the Association shall have the authority to levy assessments and to establish liens on the property of an owner for failure to pay assessments, which can be filed in the lien records of Franklin County.
4. Road Maintenance. Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the roads in good operating condition at all times, and to ensure the provision of safe access for emergency vehicles.

[SIGNATURE PAGE FOLLOWS]
SIGNATURE PAGE FOR
PRIVATE STREET MAINTENANCE AGREEMENT
OWNER:

SML PARTNERS, LLC,
a ________________ limited liability company

By: ____________________________ (SEAL)
    Jay Shott, Manager

STATE OF __________________________
CITY/COUNTY OF ________________, to-wit:

The foregoing instrument was acknowledged before me this ______ day of ________, 2021, by Jay Shott, Manager of SML Partners, LLC, a _______________ limited liability company, on behalf of the company.

_____________________________________
Notary Public [SEAL]

My commission expires: __________________
Notary registration number: ______________
Resolution #

APPLICATION FOR SPECIAL USE PERMIT—Application of Jay Schott, Applicant, and SML Partners, LLC, Owner, requesting a special use permit, with possible conditions, to allow for the installation of private roads on an approximate 195 acres of property currently in three parcels. The parcels are located along Moorman Road in the Boone District of Franklin County and further identified by real estate records as Tax Map/Parcel #s 0020000100, 0020000101, and 0020000102. The properties have recently been rezoned from A-1, Agricultural to RPD, Residential Planned Development, where private roads are permitted by issuance of a special use permit from the Franklin County Board of Supervisors. The 195-acre property has a future land use designation of Low Density Residential (Case # SPEC-08-21-17011).

WHEREAS, Jay Schott, Applicant, and SML Partners, LLC, Owner, did file an application requesting a special use permit, with possible conditions, to allow for the installation of private roads on an approximate 195 acres of property currently in three parcels, and

WHEREAS, after due legal notice as required by Section 15.2-2204/2205 of the Code of Virginia of 1950, as amended, the Planning Commission did hold a public hearing on September 14, 2021 and the Board of Supervisors did hold public hearings on September 21, 2021 and October 19, 2021, at which time all parties in interest were given an opportunity to be heard, and

WHEREAS, after full consideration, the Franklin County Planning Commission recommended APPROVAL of the special use permit, with seven (7) conditions as follows:

1. The private roads shall be developed in general conformity with the master plan entitled “Moorman Road Development, Residential Subdivision,” dated May 19, 2021.

2. Installation of the private roads shall be contingent upon the approval to rezone the property from A-1, Agricultural, to RPD, Residential Planned Development (REZO-06-21-16952).

3. The private roads shall be developed in accordance with the standards listed in Sec. 25-310. - Same—Internal relationships.

4. Although the streets will be private, SML Partners, LLC will construct all private streets in accordance with current VDOT subdivision requirements for public streets and will agree to comply with the road maintenance agreements of the subdivision ordinance regulating private streets in large lot subdivisions.

5. Pursuant to the Virginia Property Owners’ Association Act, Va. Code §§55.1-1800 et. Seq., the Moorman Road Subdivision will have a mandatory homeowners’ association of which all lot owners must be members. The HOA will be obligated to maintain the roads, and have a reserve fund for road maintenance as part of the annual dues.
6. A bond will be in place to guarantee the roads would be built to state standards, and the bond will not be fully released until the roads are certified by a properly licensed engineering professional, accepted by the County, that the Moorman Road streets meet state standards.

7. SML Partners, LLC will provide a note on subdivision plat identifying the streets as private and referencing this private maintenance responsibility.

8. Before lots are conveyed after the final subdivision plat is approved and recorded, a Declaration of Covenants shall be recorded for the subdivision establishing a mandatory property owners’ association (the “Association”). Under the Declaration, the Association shall have the obligation to maintain all private roads in the subdivision and shall have the authority to levy assessments to pay for the maintenance of common areas, including private roads, and to file liens against any lot whose owner does not pay the assessment. Unless and until roads in the subdivision are accepted into the state system, each year a portion of the assessment shall be designated for the Association’s private road maintenance fund.

9. Upon completion of the roads in the subdivision, the developer will provide to the Franklin County Planning Department a certification from an engineer licensed in Virginia that the private roads in the subdivision have been built to applicable VDOT public street standards, and the certificate shall include an estimate of the expected costs to maintain the roads to state standards for the next twenty years. The Association will levy assessments over that twenty-year period adequate to cover the estimated road maintenance cost for that twenty-year period.

10. On an annual basis, within fifteen days of receipt of a written request by the Franklin County Planning Department, the Association shall make available to the Planning Department’s designated representative the Associations’ maintenance fund records for inspection to confirm that maintenance fees are being assessed and collected in substantial accordance with these Conditions.

11. A Road Maintenance Agreement approved by the County Attorneys will be included in the Declaration of Covenants, with the Declaration to be referenced on any plat recorded for the development.

WHEREAS, after full consideration, the Franklin County Board of Supervisors determined that the requested special use permit will not be of substantial detriment to adjacent properties, that the character of the zoning district will not be changed thereby, and that such use will be in harmony with the purpose and intent of the County Code, the uses permitted by right in the zoning district, and with the public health, safety and general welfare to the community, and APPROVED the request for a special use permit for the installation of private roads with the eleven (11) recommended conditions.

THEREFORE, BE IT RESOLVED, that a copy of this Resolution be transmitted to the Clerk of the Planning Commission, the Franklin County Commissioner of Revenue, and the Franklin County Zoning Administrator, and that the Clerk be directed to reflect this action to APPROVE the special use permit in the records of Franklin County.
On the motion by __________ to approve the special use permit, and seconded by __________, said motion was APPROVED by the following recorded vote:

AYES:
NAYES:
ABSENT:
ABSTAIN:

__________________________
Madeline Sefcik, Clerk
Franklin County Board of Supervisors

__________________________
Date
EXECUTIVE SUMMARY

**AGENDA TITLE:** Cool Branch Rescue Squad Supplemental Funding

**SUBJECT/PROPOSAL/REQUEST:** Additional Supplemental Funding to Cool Branch Rescue Squad in Support of Career Staff.

**STRATEGIC PLAN FOCUS AREA:**
- [x] Economic Development
- [x] Financial Stability
- [x] Infrastructure
- [ ] Lifelong Learning
- [ ] Managed Growth
- [x] Public Safety
- [x] Operational Effectiveness

**AGENDA DATE:** November 16, 2021

**BOARD ACTION:** Yes

**ATTACHMENTS:** Yes

**CONSENT AGENDA:** Yes

**STAFF CONTACT(S):** William Ferguson, Steven Sandy

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

**BACKGROUND:**

Cool Branch Volunteer Fire (CBVFD) and EMS (CBVRS) Departments were founded in 1987 and 1988, respectively. At that time mutual aid agreements were reached with Franklin and Pittsylvania Counties. As part of this agreement each agency was assigned a first due area (Primary). In addition to Pittsylvania County, Franklin County shares similar mutual aid agreements with the Counties of Bedford, Floyd, Henry, Patrick, and Roanoke.

Franklin County and the Cool Branch Volunteer Fire Department and EMS squad have long been partners in providing emergency services in the Penhook and Union Hall areas of the Franklin County. Currently, the CBVRS response district covers approximately 42 square miles within Franklin County boundaries. Franklin County continues to provide Advanced Life Support (ALS) care through career staffing out of station 4 (Glade Hill Volunteer Rescue Squad) 24/7/365 and currently serve the citizens of the Water's Edge and Penhook communities. Such units are simultaneously dispatched along with Cool Branch to the Penhook – Union Hall areas. Currently, Cool Branch Volunteer Rescue is providing BLS (Basic Life Support) EMT staffed units (minimum level of care). Additional fire protection support is also provided to all lake communities by the Smith Mountain lake Marine Volunteer Fire Department.

In recognition of this partnership, Franklin County has provided financial assistance to both Cool Branch Fire and Rescue for many years. Franklin County annually provides $10,000 to each agency ($20K total) paid in unrestricted funding. Franklin County also provides both C.B.V.R.S and C.B.V.F.D. services and support that is also provided to the County's in-jurisdiction companies and squads such as portable radios, mobile radios, training, volunteer stipends, radio and pager programming, operational medical control services, first aid supplies for EMS trucks, etc. The Franklin County Board of Supervisors has also extended the volunteer bonuses recently approved to outside agencies like Cool Branch Fire and EMS.

In addition to this annual funding and support services, the Cool Branch Rescue Squad utilizes an EMS revenue recovery program where they are permitted to bill patients in Franklin County for services rendered when they transport a patient with 100% of recovered revenue going to C.B.V.R.S.
Recently, a committee of citizens from the Penhook Community began working in collaboration with the CBVRS and Pittsylvania County to provide additional funding that would be earmarked for supplemental staffing at CBVRS. At the September 21st meeting of the Board of Supervisors, Kim Cassada, of the Cool Branch Volunteer Rescue Squad, spoke during public comment and presented a proposal to hire EMT/Paramedics to work out of the Cool Branch Rescue Squad station and serve the Penhook community. A copy of the proposal is attached.

**DISCUSSION:**

Since the September presentation, staff has met with Mrs. Cassada to clarify the proposal. It is staff’s understanding that the County would have no other financial commitment to these employees nor has the County been asked to provide supervision or scheduling for these employees. In addition, no apparatus or equipment funding has been requested from the group.

Mrs. Cassada indicated that CBVRS has had several successful fundraisers including a band competition, picnic, golf tournament, and two (2) raffles, and collected over $125,000 in donations. In addition, she stated that Pittsylvania County has committed to $230,000.00 of funding which $140,000.00 must be allocated for debt service on previously existing apparatus. Currently, CBVRS has funds of $218,000.00 on-hand, earmarked for the hiring of part-time career EMT and/or Paramedics.

The Cool Branch Rescue Squad is requesting that Franklin County provide one-time funding in the amount of $100,000 and an additional $25,000 annually to be combined with funding from Pittsylvania County and donations from the community to employee part-time career EMT and/or Paramedics to supplement volunteer emergency medical services (EMS) staff, filling in days/times when volunteers are unavailable.

It is staff’s understanding that Franklin County would have no other financial obligation to these employees. Scheduling of the CBVRS career staff would be the responsibility of the 1st Lieutenant of CBVRS. Staff (CBVRS) would fall under the policies, procedures, standard operating guidelines, and the command structure of the County of Pittsylvania or the County of Franklin dependent upon the locality in which they are operating at the time. With the addition of career staff to the CBVRS, response times in this area would potentially be decreased by several minutes. This decrease in response times could be lifesaving in a critical emergency. This would potentially “free up” the career staff at Glade Hill to respond to calls for service in other areas of the county.

CBVRS currently charges for EMS response for calls originating in Pittsylvania County and for calls within Franklin County that are responded to by CBVRS resources, and a patient is transported to the hospital. In the last quarter, CBVRS collected $8,127.00 for transports originating from Franklin County.

Funding is not currently budgeted in the Franklin County FY 21-22 budget for expanding additional EMS coverage in this area. Participation in this proposal will require a funding allocation incorporated into the annual budget. The County is also experiencing pressures to provide additional staffing in other areas of the County that will be reviewed as part of the upcoming strategic plan discussion, Public Safety work sessions and budget process. Service needs and funding will need to be analyzed across the entire organization of career staff, volunteers and other out-of-county agencies.

In addition to funding concerns, a memorandum of understanding or formal agreement will need to be developed to clearly outline the stipulations of the funding, accountability for its use staff coverage expectations, etc.

**RECOMMENDATION:**

Staff respectfully request that the Board include this matter in the upcoming public safety discussions and budget deliberations for expanding Fire and EMS services in the County. Furthermore, it is requested that the CBVRS present additional information on how they will manage any additional funding provided to CBVRS and outline the services that will be provided to Franklin County residents that could be used as a basis for development of an MOU.
POSSIBLE MOTIONS:

(APPROVE) I move to have this matter included in the County’s upcoming Public Safety work sessions and budget process along with other service and funding needs will need to be analyzed across the entire organization of career staff, volunteers and other out-of-county agencies. Furthermore, I move to have the County Administrator send a letter to CBVRS requesting additional details on how they will manage the requested additional funding provided and outline the services that will be provided to Franklin County residents to aid in our future discussions.

OR

(TABLE) I move to delay action on this matter until additional information can be provided to the Board.

OR

(DENY) I move to deny the requested funding from the Cool Branch Volunteer Rescue Squad.
Cool Branch EMT Business Plan

PENHOOK COMMUNITY
KIM CASSADA 434-489-2590
LINDA SIMPSON 540-493-4423
ROGER JEFFERSON 540-537-6513
Projected 4 Year CBR/EMT Plan

Phase 1

Raise funds to secure 2 EMTs: Completed July 30, 2021
July 4th Band and contributions, John McConnell Golf club $30,000 Match Total: $68,388
Hire 2 EMTs by Sept 1: Completed Sept. 1, 2021
2 EMTs and a Paramedic secured hires @ an average of $15.50 per hr
Checking account set up to pay EMTs, solely for salaries and controlled solely by the Penhook Community Board for EMTs
Current moneys raised to date: $128,644, Truck drawing, Kubota drawing, 4th of July Picnic, Golf proceeds, as of Sept. 21, 2021

Phase 2

We went into discussions with Pittsylvania County Supervisors and Safety for moneys owed and new moneys. Completed Sept. 6, 2021
Discussion results, $230,000 Match moneys from the date retroactive back to July 1- Oct. 15 2021
$140,000 moneys were for apparatus payments awarded in 2019.

Phase 3

Working with Franklin County Supervisors and Public Safety for additional funds as a match from Franklin County.
We asking for $100,000 to go directly into the EMT fund secured and used solely for EMT personnel, we are asking for
a onetime match, to be visited yearly as to the needs of the Franklin County tax payers and the Penhook Community.
The money collected from the citizens (donations) along with Pittsylvania County match, with Franklin $100,000 match should secure
a 4-year plan that is sustainable with continued fund raisers and the Communities support, we are assured this is a great start to filling
the void of the declining Volunteer society. We are open to any and all discussions.
EMT Pay Proposal Worksheet

Proposed 6 Partime EMT/Paramedics

We are choosing to have a core group 2 with 30 to 36 hrs per week, 2 with 8 to 10 hrs per week, 2 with 14 hrs per month. This will fill our calendar when our volunteers are not scheduled to work. We are looking at the most underutilized hours that volunteers are not available, or that notoriously they cannot respond. Those are normally, regular working hours from 9-5 Monday through Friday. We are tweaking our calendar and schedule to meet the needs of the citizens. The employees and our schedule are handled by our First Lieutenant Tiffany Matherly, 17 years with advance and intermediate EMT skills, training under Dr. Charles Layne, she has also been a Captain for Franklin County.

$15.50 per person approx. salary with a max of $128,960 per year for entire CB EMT team.
Cool Branch Rescue Squad
PO Box 54
3060 Smith Mountain Road
Penhook, Virginia 24137

September 16, 2021

Dear Penhook Residents:

As you are aware, the Cool Branch Fire & Rescue Department has been serving our community (in both Pittsylvania and Franklin Counties) for quite some time. In the past several years, a group of resident & volunteers have raised funds to keep Cool Branch fully serving both counties. We are writing to you today to ask for your support to fund the hiring of two part-time EMTs, who are essential in continuing the excellent service in Penhook for both counties.

Pittsylvania County has agreed to match up to $230,000 of funds raised. At this time, we have raised $120,000 toward the match. We invite you to help us reach our goal by participating in our upcoming Live/Silent Auction and Golf Tournament on October 7th and 8th at the beautiful Water’s Edge Country Club.

All Penhook residents may participate in these events. There are five team slots left for the Golf Tournament on the 8th. If you do not wish to participate in the Golf Tournament, please plan to attend the Reception/Live Auction on the 7th for $25.00, payable in person or mailed to Kim Cassada at the below address.

We are in need of Live and Silent Auction items such as vacation home stays, art, professional services, etc. and cash donations. If you wish to donate an item or have any questions about the fundraising events, please contact Kim Cassada at 434-489-2590, PO Box 54, Penhook VA, 24137. Make checks payable to: Cool Branch Rescue/EMT Service.

Thank you in advance for your monetary and auction item donations. We need the community to get the word out. Please forward this to anyone it may impact. Donations of $25 means $50, $500 mean $1000, every dollar double counts.

Sincerely,
Kim Cassada
Cool Branch Rescue
Vice President
434-489-2590
September 8, 2021

To whom it May Concern,

We are aware that the Penhook community in both counties is engaged in fundraising activities to match Pittsylvania County’s commitment of up to $230,000. Pittsylvania County values the Cool Branch stations as well as the Penhook community and will continue to ensure service is provided to its citizens. The County has no intention of forgoing emergency response for citizens.

I am happy to answer any questions you may have.

Sincerely,

[Signature]

David M. Smitherman
County Administrator
COOL BRANCH FIRE & RESCUE SQUAD
COMMUNITY CHARITY GOLF TOURNAMENT
FRIDAY, OCTOBER 8 | THE WATER’S EDGE COUNTRY CLUB

Check-in: 11:30am | Lunch at Noon | Start Time: 1:00pm | Group of 4: $1000
Prizes awarded to 1st, 2nd and 3rd teams and Closest to Pin Prizes on all Par 3’s

LIVE AUCTION WILL BE HELD ON THURSDAY, OCTOBER 7
Featuring Heavy Hors d’oeuvres
Please make checks payable to: Cool Branch Vol. Rescue Squad
Payments may be mailed to: TWE 1825 Water’s Edge Drive | Penhook, VA 24137

SPONSORSHIP LEVELS

PLATINUM - $2,500
Recognition as a primary sponsor | Hole Sponsor
One Team Entry | One Mulligan and One Red Tee per Player

GOLD - $1,500
Hole Sponsor | One Team Entry

SILVER - $500
Hole Sponsor

For sponsorship contact TWE Pro Shop 540-576-3343 or Kim Cassada @ 434-489-2590
AGENDA TITLE: Consideration of 2021 Redistricting Plan for Franklin County

SUBJECT/PROPOSAL/REQUEST: Consideration of citizen comments and proposed ordinances regarding the 2021 redistricting plan for voting districts and precincts in Franklin County.

STRATEGIC PLAN FOCUS AREA:
☑ Economic Development  ☐ Financial Stability
☑ Infrastructure  ☐ Lifelong Learning
☐ Managed Growth  ☐ Public Safety
☐ Operational Effectiveness

AGENDA DATE: November 16, 2021
BOARD ACTION: Yes
INFORMATION: Yes
ATTACHMENTS: Yes
CONSENT AGENDA: No
ATTACHMENTS: No
STAFF CONTACT(S): Chitwood, Sandy, Cooper, Schmidt, Spencer, Lunsford
REVIEWED BY: Christopher Whitlow, County Administrator

BACKGROUND

Article VII. Section 5 of the Constitution of Virginia requires any locality that conducts elections by district to change its district boundaries every 10 years in the year ending in one (i.e., the year following the decennial census). The requirements for local redistricting are prescribed in greater detail in Virginia Code § 24.2-304.1. The principal requirements are:

- districts shall be composed of contiguous and compact territory;
- districts shall be so constituted as to give as nearly as practicable, representation in proportion to the population of the district (i.e., districts should have substantially equal population); and
- local governing bodies should use the most recent decennial population figures from the United States Census Bureau, as adjusted by DLS in accordance with Virginia Code § 24.2-314.

As part of the redistricting process, local governing bodies may increase or diminish the number of districts in order to comply with the "substantially equal" standard. Va. Code § 24.2-304.1(B). Members of a local governing body may be elected on an at-large basis, or from single-member or multi-member districts, or any combination thereof, see Va. Code § 24.2-304.1(A), provided the total number of members is no less than three and no more than eleven. Va. Code § 15.2-1400(B). Currently the Board has seven single-member election districts.

The U.S. Census Bureau conducts the decennial census in years ending in zero, on Census Day, which is April 1. The Census 2020 questions aim to provide a snapshot of the nation, not only through obtaining an accurate count of the number of people at each address but also demographic information about those individuals and whether the home is owned or rented. The Franklin County Board of Supervisors established the local Complete Count Committee to raise awareness about the 2020 census. The Franklin County self-response rate was relatively low at 61.8 percent when compared to the Virginia self-response rate of 71.5 percent or the National self-response rate of 67.0 percent.
Federal statute requires the release of P.L. 94-171 redistricting data by April 1, 2021. The Census Bureau stated that the release schedule of the redistricting data was affected by both the delays caused by the COVID-19 Pandemic and by changes being made to accelerate the processing of the apportionment counts. The Bureau ultimately released to all states and the public by September 30, 2021.

Following the release of data by the Census Bureau, the Virginia Division of Legislative Services (DLS) made an additional adjustment to the redistricting data, to reflect the reallocation of incarcerated populations based on place of residency at the time of incarceration, not the location of the facility that an individual is incarcerated. DLS is required to make the adjusted data available within 30 days of receipt of redistricting data from the Census Bureau. Franklin County received adjusted data from DLS before the October 30, 2021 deadline.

Virginia Code § 24.2-307 also directs the governing body of each county to establish by ordinance as many precincts as the governing body deems necessary. The governing body is also authorized to increase or decrease the number of precincts and to alter the boundaries of precincts subject to requirements and restrictions in the Code of Virginia. Virginia Code § 24.2-308 directs the establishment of one precinct for each town unless the town council establishes more than one precinct by ordinance. The County currently has twenty-three (23) precincts.

Virginia Code § 24.2-307 also provides that at the time a precinct is established, it cannot have more than 5,000 registered voters and no fewer than 100 registered voters for a county precinct. The Code also requires that if over 4,000 voters appear to vote in a precinct during a presidential election that precinct must be split. Additionally, each county precinct must be wholly contained within a single federal, state, or local election district. In other words, precincts should not be split among election districts at any level. Legislation passed in 2020 now requires local governing bodies to correct any split precincts.

Some precinct adjustments may be needed after State redistricting has been completed. A split precinct is one in which not all voters in the precinct have the same candidates for a particular type of candidate on their ballots. The county currently has split precincts that will need to be addressed during redistricting. A step to avoid split precincts going forward and the need to correct them, would be to wait until the state has finished drawing congressional and state legislative district lines before the county completes its redistricting.

At the state level a redistricting committee was established to create new statewide districts maps for the House of Delegates and Senate districts as well as redrawing Congressional districts. That committee was unable to develop the maps by the Constitutional deadline and therefore the issue of state redistricting has been sent to the VA Supreme Court. The Court is now starting a process to appoint two expert map drawers to assist the court. It is unclear currently as to deadlines to complete this process. Much of the County’s redistricting efforts are contingent on the state’s plans.

**DISCUSSION**

Since final data has been released from the Census Bureau and the Virginia DLS, the County can begin to review the data and possible changes to election districts. The County has an ESRI Redistricting tool utilizing GIS software that will fully integrate with the County’s existing enterprise GIS resources and data. This online tool will allow the County staff to develop, analyze, complete, and share redistricting plans.

The population data provided to the County to date shows a total population of 54,477. This is a reduction from the County’s 2010 population of 56,159. There are no immediate indications as to why this reduction occurred, but it could be partially due to the low response rate for the county.

Table 1 outlines the population changes by election district. The Boone and Gills Creek election districts show growth whereas the remaining five districts all show a loss of population. Based on the overall population of 54,477, ideally each election district will contain 7,782 citizens. These numbers can vary by no more than 5% (389) above (8,171) or below (7,393) the ideal number. Based on these requirements, it is anticipated that all the boundaries of the election districts could possibly change to "equalize" each district’s population.
Table 1
Franklin County 2020 Population Data by District

<table>
<thead>
<tr>
<th>2010</th>
<th>District</th>
<th>2020</th>
<th>Difference</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>7807</td>
<td>Blue Ridge</td>
<td>6849</td>
<td>-958</td>
<td>-13.99</td>
</tr>
<tr>
<td>7848</td>
<td>Snow Creek</td>
<td>6939</td>
<td>-909</td>
<td>-13.10</td>
</tr>
<tr>
<td>7920</td>
<td>Blackwater</td>
<td>7753</td>
<td>-167</td>
<td>-2.15</td>
</tr>
<tr>
<td>8075</td>
<td>Union Hall</td>
<td>8056</td>
<td>-19</td>
<td>-0.24</td>
</tr>
<tr>
<td>8251</td>
<td>Rocky Mount</td>
<td>8057</td>
<td>-194</td>
<td>-2.41</td>
</tr>
<tr>
<td>8159</td>
<td>Boone</td>
<td>8227</td>
<td>68</td>
<td>0.83</td>
</tr>
<tr>
<td>8099</td>
<td>Gills Creek</td>
<td>8596</td>
<td>497</td>
<td>5.78</td>
</tr>
</tbody>
</table>

As has been the practice in past redistricting efforts, the County has developed an internal redistricting team who will be working together to analyze the information and help to develop plans for consideration by the public and the Board of Supervisors. The local redistricting team that has been established is as follows:

Kay Chitwood, Registrar
Eric Schmidt, GIS Coordinator
Steven Sandy, Assistant County Administrator
Carrie Spencer, Planning Director
Lisa Cooper, Principal Planner
Corey Lunsford, GIS Analyst
County Attorney – Guynn, Waddell, Carroll, & Lockaby, P.C.

This team has developed a set of draft redistricting guidelines to help the team develop scenarios for the redistricting process. The draft guidelines that have been developed are as follows:

Proposed Redistricting Guidelines

- **The plan shall comply with the Voting Rights Act:** According to the Voting Rights Act, districts should be drawn in such a way that assures that minority voters have an equal opportunity to participate in the political process and to elect representatives of their choice.
- **All districts shall have equal representation:** Districts should be drawn to provide representation in proportion to the population of the district. The "one person-one vote" approach is of paramount consideration.
- **All districts must be compact and contiguous:** Each district should be a single-geographic unit, not composed of separated parts.
- **The census shall be the source of data:** Franklin County must use adjusted U.S. Census Bureau data supplied by the Virginia Division of Legislative Services.
- **Use geographical or physical features, especially arterial roadways, for district and precinct boundaries:** It is essential that the district and precinct boundaries be easily identifiable. Such features as arterial roadways, stream beds, and riverbeds provide distinctive, identifiable boundaries.
- **Consider voter convenience and effective election administration:** Each precinct must have a polling place within or immediately adjacent to it.
- **When possible, preserve communities of interest:** To the maximum extent possible, areas that have readily identifiable communities of interest should not be split. Residential sub-divisions or small villages are examples of communities of interest that should remain intact.
Local Redistricting Effort

The local redistricting team has developed a tentative schedule for establishing new local election districts and precincts that will begin upon receipt of the state redistricting maps and data. The process will begin with development of possible local election district scenarios. These scenarios will be presented to the Board in January/February (again dependent on availability of State information) followed by a thirty (30) day public review/comment period. The local redistricting team will conduct two open houses to display maps, answer questions and take comments. Following the comment period, the team will present the information to the Board as well as a recommended map scenario to advertise for a public hearing. After the public hearing, the Board will need to approve an ordinance establishing the new election districts, precincts and polling places. After approval there is a preclearance process through the state to verify/approve the new districts. There are now two ways to satisfy this preclearance process; a period of public comment or a preclearance review by the Attorney General of Virginia before a governing body may implement the new districts.

State Review Process

Prior to 2014, localities were subject to a “preclearance” process under Section 5 of the Voting Rights Act, meaning that any change to an election practice or procedure and all redistricting plans had to be submitted for approval by the United States Department of Justice or a federal court. A 2013 federal court ruling ended the requirement for federal preclearance. However, the General Assembly has adopted a bill, HB1890, that implements a state level preclearance process, by adding Section 24.2-129 to the Code of Virginia.

New Section 24.2-129 requires either a period of public comment or a preclearance review by the Attorney General of Virginia before a governing body may implement any “covered practice.” The bill defines “covered practice” to include, among other things, changes in election district boundaries (including as part of the decennial redistricting process) and changes in polling places (except in cases of emergency, as permitted by law). The public comment process is outlined in Section 24.2-129(B) & (C) as follows:

- Publish notice of the covered proposed practice and opportunity for public comment on the locality’s website. The County must also publicize the notice through press releases and other media. The notice must be made at least 45 days before the last date prescribed in the notice for public comment.
- Accept public comment for not fewer than 30 days. During this period, interested persons must have an opportunity to submit data, views and arguments via mail, fax or email or through an online public comment forum.
- Conduct at least one public hearing during the 30-day period.
- Governing body may make changes to the proposed covered practice in response to public comment. If so, the revised covered practice must be published, and public comment must be received for 15 days.
- After all public comment, publish the final covered practice, including:
  - a plain English description of the practice
  - text of the ordinance giving effect to the practice
  - maps of proposed boundary changes or other relevant materials
  - notice that the covered practice will take effect in 30 days

During the 30-day wait period, any person affected by or subject to the covered practice may file suit in the Circuit Court to challenge the practice, essentially on grounds of intentional discrimination or disparate impact based on race, color or ethnic group.

In lieu of the public comment process outlined in Section 24.2-129(B) and (C), a governing body may submit the covered practice to the Attorney General of Virginia for issuance of a certificate of no objection, in accordance with Section 24.2-129(D). The covered practice shall not be effective until the Attorney General issues such a certificate. The Attorney General shall have 60 days to issue the certificate. If the Attorney General does not interpose an objection within the 60-day period, the
certificate of no objection shall be deemed to have been issued. The issuance of a certificate of no approval, either affirmatively or presumed, will not bar a subsequent legal action to enjoin enforcement of the covered practice.

Staff recommends that the Board seek a "certificate of no objection" from the Attorney General (i.e., preclearance) as outlined in Section 24.2-129(D). Under both the public notice and comment process outlined in subsections (B) and (C) and the preclearance process outlined in subsection (D), the Board must first develop the redistricting plan (and related polling place changes) that it wants to implement. That process will already involve a period of public input (staff proposes 30 days) and at least one public hearing, which will necessarily include public notice and engagement. Once the Board decides upon its proposed redistricting plan, the process outlined in subsections (B) and (C) would require 75 to 90 days of additional notice, comment and waiting periods. By contrast, the Attorney General preclearance process outlined in subsection (D) would be completed within a maximum of 60 days following the Board's decision on the final redistricting plan. Assuming the Attorney General does not issue an objection, the new redistricting plan and polling place changes would take effect immediately at the end of such 60-day period.

The several months' delay in receiving Census data has delayed the start of the County's redistricting process and will extend that process into 2022, when ordinarily the County would expect to complete redistricting in the year ending in one (i.e., 2021). To avoid any potential impacts to elections occurring in 2022 (particularly as it relates to precinct and polling place changes related to redistricting) staff recommends that the Board follow the shorter Attorney General preclearance process. As explained above, even with the preclearance process there will be an opportunity for public notice, input, and engagement prior to the Board's adoption of a redistricting plan.

**RECOMMENDATION:** The following actions are recommended for consideration by the Board of Supervisors:

- Decide on the number of election districts to be established or maintained in Franklin County. Local redistricting team recommends maintaining the seven single-member districts.
- Approve local redistricting guidelines for the local redistricting team to use during the redistricting process. Staff recommends establishing basic guidelines for the local redistricting process as follows:
  
  - **The plan shall comply with the Voting Rights Act:** According to the Voting Rights Act, districts should be drawn in such a way that assures that minority voters have an equal opportunity to participate in the political process and to elect representatives of their choice.
  - **All districts shall have equal representation:** Districts should be drawn to provide representation in proportion to the population of the district. The "one person-one vote" approach is of paramount consideration.
  - **All districts must be compact and contiguous:** Each district should be a single geographic unit, not composed of separated parts.
  - **The census shall be the source of data:** Franklin County must use adjusted U.S. Census Bureau data supplied by the Virginia Division of Legislative Services.
  - **Use geographical or physical features, especially arterial roadways, for district and precinct boundaries:** It is essential that the district and precinct boundaries be easily identifiable. Such features as arterial roadways, stream beds, and riverbeds provide distinctive, identifiable boundaries.
  - **Consider voter convenience and effective election administration:** Each precinct must have a polling place within or immediately adjacent to it.
  - **When possible, preserve communities of interest:** To the maximum extent possible, areas that have readily identifiable communities of interest should not be split. Residential sub-divisions or small villages are examples of communities of interest that should remain intact.
POSSIBLE MOTIONS:

(APPROVE) I move to adopt the attached Resolution governing the 2021/2022 local redistricting process as attached and recommended by staff.

OR

(TABLE) I move to delay action on this matter until additional information can be provided to the Board.

OR

(DENY) I move to deny as presented.
At a regular meeting of the Board of Supervisors of Franklin County, Virginia, held in the Board Room of the Franklin County Government Center in Rocky Mount, Virginia, on Tuesday, November 16, 2021, at which a quorum was present and voting, the following resolution was adopted.

RESOLUTION OF THE BOARD OF SUPERVISORS REGARDING THE 2021 REDISTRICTING OF THE COUNTY'S ELECTION DISTRICTS

Whereas, Franklin County, Virginia, is required to consider reapportionment every ten years; and

Whereas, the U.S. Census Bureau has released the results of the 2020 Census to the appropriate Commonwealth officials; and

Whereas, the Census data are expected to show that sufficient population changes have taken place within Franklin County, Virginia, to warrant a reapportionment of the districts from which the Board of Supervisors of the County are elected; and

Whereas, the Board of Supervisors has the responsibility to apportion the election districts of the governing body in accordance with federal and state laws; and

Whereas, in accordance with Virginia Code § 24.2-304.1(B) (i) districts shall be composed of contiguous and compact territory; (ii) districts shall be so constituted as to give as nearly as practicable, representation in proportion to the population of the district (i.e., districts should have substantially equal population); and (iii) local governing bodies shall use the most recent decennial population figures from the United States Census Bureau, as adjusted by the Division of Legislative Services in accordance with Virginia Code § 24.2-314.

Now, Therefore be it Resolved, that the Board of Supervisors supports maintaining the current number of seven single-member election districts; and
Be it further Resolved, that the Board of Supervisors adopts the following Redistricting Guidelines to guide the local redistricting team during the redistricting and reapportionment process:

Redistricting Guidelines

- **The plan shall comply with the Voting Rights Act:** According to the Voting Rights Act, districts should be drawn in such a way that assures that minority voters have an equal opportunity to participate in the political process and to elect representatives of their choice.

- **All districts shall have equal representation:** Districts should be drawn to provide representation in proportion to the population of the district. The "one person-one vote" approach is of paramount consideration.

- **All districts must be compact and contiguous:** Each district should be a single geographic unit, not composed of separated parts.

- **The census shall be the source of data:** Franklin County must use adjusted U.S. Census Bureau data supplied by the Virginia Division of Legislative Services.

- **Use geographical or physical features, especially arterial roadways, for district and precinct boundaries:** It is essential that the district and precinct boundaries be easily identifiable. Such features as arterial roadways, stream beds, and riverbeds provide distinctive, identifiable boundaries.

- **Consider voter convenience and effective election administration:** Each precinct must have a polling place within or immediately adjacent to it.

- **When possible, preserve communities of interest:** To the maximum extent possible, areas that have readily identifiable communities of interest should not be split. Residential sub-divisions or small villages are examples of communities of interest that should remain intact.

On the motion by __________ to approve the requested special use permit, and seconded by __________, said motion was APPROVED by the following recorded vote:

AYES:
NAYES:
ABSENT:
ABSTAIN:

__________________________
Madeline L. Sefcik, CMC, Clerk
Franklin County Board of Supervisors

__________________________
Date
<table>
<thead>
<tr>
<th>COMMITTEE</th>
<th>NAME</th>
<th>DISTRICT</th>
<th>YEAR</th>
<th>TERM EXPIRES</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGING SERVICES</td>
<td>Joyce Perdue</td>
<td>Union Hall</td>
<td>4-Year</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Benny Russell</td>
<td>Boone</td>
<td>4-Year</td>
<td>7/1/2021</td>
</tr>
<tr>
<td></td>
<td>Johnny Smith</td>
<td>Rocky Mount</td>
<td>4-Year</td>
<td>7/1/2021</td>
</tr>
<tr>
<td>Vacant</td>
<td>Snow Creek</td>
<td>4-Year</td>
<td></td>
<td>7/1/2021</td>
</tr>
<tr>
<td>Vacant</td>
<td>Blue Ridge</td>
<td>4-Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PATRICK HENRY COMMUNITY COLLEGE</td>
<td>William O’Brien</td>
<td></td>
<td>4-Year</td>
<td>Resigned- 5/19/21</td>
</tr>
<tr>
<td>PIEDMONT COMMUNITY SERVICE</td>
<td>Vacant</td>
<td></td>
<td>3-Year</td>
<td>6/30/2021</td>
</tr>
<tr>
<td></td>
<td>Vacant</td>
<td></td>
<td>3-Year</td>
<td></td>
</tr>
<tr>
<td>RECREATION COMMISSION</td>
<td>Brenda Perdue</td>
<td>Union Hall</td>
<td>3-Year</td>
<td>6/30/2021</td>
</tr>
<tr>
<td></td>
<td>Micheal Banks</td>
<td>Boone</td>
<td>3-Year</td>
<td>6/30/2021</td>
</tr>
<tr>
<td>West Piedmont Planning</td>
<td>Tim Tatum</td>
<td>BOS Rep</td>
<td>1-Year</td>
<td>12/31/2021</td>
</tr>
<tr>
<td>Commission</td>
<td>Leland Mitchell</td>
<td>BOS Rep</td>
<td>1-Year</td>
<td>12/31/2021</td>
</tr>
<tr>
<td>Western Virginia Jail</td>
<td>Ronnie Thompson/ Tim Tatum (alternate)</td>
<td>BOS Rep</td>
<td>1-Year</td>
<td>12/31/2021</td>
</tr>
<tr>
<td>Authority</td>
<td>Chris Whitlow/ Brian Carter (alternate)</td>
<td>Staff Rep</td>
<td>1-Year</td>
<td>12/31/2021</td>
</tr>
<tr>
<td></td>
<td>Sheriff Overton/ Duane Amos (alternate)</td>
<td>Sheriff Rep</td>
<td>1-Year</td>
<td>12/31/2021</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO: All Members of the Franklin County Board of Supervisors

FROM: Madeline L. Sefcik, CMC, 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
### Office of the Sheriff
County of Franklin, Virginia – Oct/Sept 2021

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>OCT</th>
<th>SEPT</th>
</tr>
</thead>
<tbody>
<tr>
<td>9-1-1 Calls</td>
<td>2,208</td>
<td>2,316</td>
</tr>
<tr>
<td>Calls for Service</td>
<td>2,929</td>
<td>3,170</td>
</tr>
<tr>
<td>Average Response</td>
<td>5:33</td>
<td>7:11</td>
</tr>
<tr>
<td>Administrative Calls</td>
<td>3,728</td>
<td>3,775</td>
</tr>
<tr>
<td>Reportable Offenses</td>
<td>245</td>
<td>232</td>
</tr>
<tr>
<td>Criminal Arrest</td>
<td>180</td>
<td>187</td>
</tr>
<tr>
<td>Felony Warrants</td>
<td>112</td>
<td>89</td>
</tr>
<tr>
<td>Misdemeanor Warrants</td>
<td>117</td>
<td>136</td>
</tr>
<tr>
<td>DUI/DUID Arrests</td>
<td>10</td>
<td>8</td>
</tr>
<tr>
<td>Traffic Summons</td>
<td>119</td>
<td>108</td>
</tr>
<tr>
<td>Radar Summons</td>
<td>45</td>
<td>57</td>
</tr>
<tr>
<td>Traffic Warnings</td>
<td>228</td>
<td>98</td>
</tr>
<tr>
<td>Hours In Court</td>
<td>59:02</td>
<td>101:13</td>
</tr>
<tr>
<td>Hrs. School Security Checks</td>
<td>24:35</td>
<td>31:51</td>
</tr>
<tr>
<td>Business Checks</td>
<td>212</td>
<td>338</td>
</tr>
<tr>
<td>Training Hours</td>
<td>1,296</td>
<td>352</td>
</tr>
<tr>
<td>Extra Duty Hours</td>
<td>1,358</td>
<td>1229.75</td>
</tr>
<tr>
<td>Funerals</td>
<td>18</td>
<td>20</td>
</tr>
<tr>
<td>Concealed Weapon Permits</td>
<td>25</td>
<td>92</td>
</tr>
<tr>
<td>Scrap Metal Permits</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Emergency Custody Orders</td>
<td>20</td>
<td>19</td>
</tr>
<tr>
<td>Temporary Custody Orders</td>
<td>14</td>
<td>14</td>
</tr>
<tr>
<td>Civil Papers Served</td>
<td>1927</td>
<td>2017</td>
</tr>
<tr>
<td>Transports</td>
<td>51</td>
<td>62</td>
</tr>
<tr>
<td>Average Local Inmate Count</td>
<td>51</td>
<td>49</td>
</tr>
<tr>
<td>Average WVRJ Inmate Count</td>
<td>190</td>
<td>201</td>
</tr>
<tr>
<td>Miles Driven</td>
<td>61740</td>
<td>72,648</td>
</tr>
</tbody>
</table>

*W. Q. “Bill” Overton, Jr., Sheriff*
<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash in Office</td>
<td>$2,260.00</td>
</tr>
<tr>
<td>Borrowing Proceeds Held by Trustee</td>
<td>9,722,163.19</td>
</tr>
<tr>
<td>Primary County Checking Account</td>
<td>6,643,680.91</td>
</tr>
<tr>
<td>Money Market Acct</td>
<td>38,408,639.26</td>
</tr>
<tr>
<td>Other Checking, Savings Accounts</td>
<td>$954,494.18</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>55,731,237.54</strong></td>
</tr>
<tr>
<td><strong>General Fund Cash Balance</strong></td>
<td><strong>$30,710,506.73</strong></td>
</tr>
</tbody>
</table>

**Designated Funds:**

- Federal Asset Forfeiture Fund: 194,762.42
- Courthouse Maintenance Fund: 286,745.71
- School Fund: 0.00
- School Construction Fund: (801,494.82)
- E911 Fund: 806,158.04
- Law Library: 167,689.75
- Capital Fund: 14,424,618.67
- Capital Fund Borrowing Proceeds: 9,722,163.19
- County Debt Service Fund: 63,358.29
- Utility Fund: 337,000.78
- Special Welfare Fund: 62,727.77
- Treasurer State Fund: 0.00
- Tourism Initiatives: 7,500.00
- Payroll Clearing Fund: (671,755.86)

**Escrow Accounts:**

- Road Funds: 0.00
- Soil and Erosion Control: 417,256.87
- Library Endowment Fund: 4,000.00

**Total**                                          | **$55,731,237.54**
# Franklin County

**Cash Basis Revenue and Expenditure Summaries (Unaudited)**

**General Fund and School Fund Only**

**For the Month Ended October 31, 2021**

## REVENUES:

<table>
<thead>
<tr>
<th>Budget and Appropriations</th>
<th>Actual Year to Date</th>
<th>Balance To Be Realized</th>
<th>Percent of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Property Taxes</strong></td>
<td>59,060,870</td>
<td>10,028,200</td>
<td>(49,032,670)</td>
</tr>
<tr>
<td><strong>Other Local Taxes</strong></td>
<td>12,998,590</td>
<td>4,854,714</td>
<td>(8,143,876)</td>
</tr>
<tr>
<td><strong>Permits, Fees and Licenses</strong></td>
<td>445,293</td>
<td>254,594</td>
<td>(190,699)</td>
</tr>
<tr>
<td><strong>Fines and Forfeitures</strong></td>
<td>25,038</td>
<td>5,832</td>
<td>(19,206)</td>
</tr>
<tr>
<td><strong>Revenue from the use of Money and Property</strong></td>
<td>402,937</td>
<td>109,759</td>
<td>(293,178)</td>
</tr>
<tr>
<td><strong>Charges for Services</strong></td>
<td>2,935,922</td>
<td>1,138,872</td>
<td>(1,797,050)</td>
</tr>
<tr>
<td><strong>Miscellaneous Revenue</strong></td>
<td>667,925</td>
<td>313,231</td>
<td>(354,694)</td>
</tr>
<tr>
<td><strong>Recovered Costs</strong></td>
<td>1,038,036</td>
<td>277,384</td>
<td>(760,652)</td>
</tr>
<tr>
<td><strong>Revenue from the Commonwealth</strong></td>
<td>15,500,745</td>
<td>4,689,244</td>
<td>(10,811,501)</td>
</tr>
<tr>
<td><strong>Federal Government</strong></td>
<td>4,352,223</td>
<td>1,623,878</td>
<td>(2,728,345)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>97,427,579</td>
<td>23,295,707</td>
<td>(74,131,872)</td>
</tr>
</tbody>
</table>

### Fund Balance/Carryover Funds
- Federal Revenues
- Transfers 3,362,183 (15,249)

**Total General Fund** 100,789,762 23,260,458

## Schools

<table>
<thead>
<tr>
<th>Budget and Appropriations</th>
<th>Actual Year to Date</th>
<th>Balance Expended</th>
<th>Percent of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cafeteria, Misc, State, Federal</strong></td>
<td>62,925,109</td>
<td>40,090,209</td>
<td>(22,834,900)</td>
</tr>
<tr>
<td><strong>Local Funding from County</strong></td>
<td>34,597,085</td>
<td>10,229,823</td>
<td>(24,367,262)</td>
</tr>
<tr>
<td><strong>Total School Fund</strong></td>
<td>97,522,194</td>
<td>50,320,032</td>
<td>(47,202,162)</td>
</tr>
</tbody>
</table>

## EXPENDITURES:

<table>
<thead>
<tr>
<th>Budget and Appropriations</th>
<th>Actual Year to Date</th>
<th>Balance Expended</th>
<th>Percent of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General and Financial Administration</strong></td>
<td>5,503,694</td>
<td>2,053,448</td>
<td>3,450,246</td>
</tr>
<tr>
<td><strong>Judicial Administration</strong></td>
<td>3,065,340</td>
<td>981,953</td>
<td>2,083,387</td>
</tr>
<tr>
<td><strong>Public Safety (Sheriff, Corrections, Fire, EMS)</strong></td>
<td>16,384,008</td>
<td>5,435,574</td>
<td>10,948,434</td>
</tr>
<tr>
<td><strong>Public Works</strong></td>
<td>4,514,924</td>
<td>1,297,110</td>
<td>3,217,814</td>
</tr>
<tr>
<td><strong>Health and Welfare</strong></td>
<td>15,741,298</td>
<td>5,030,414</td>
<td>10,710,884</td>
</tr>
<tr>
<td><strong>Parke, Recreation, Libraries, Community Colleges</strong></td>
<td>2,639,319</td>
<td>782,080</td>
<td>1,857,239</td>
</tr>
<tr>
<td><strong>Community Development</strong></td>
<td>3,445,851</td>
<td>1,295,289</td>
<td>2,190,562</td>
</tr>
<tr>
<td><strong>Transfers to Schools, Capital, Debt</strong></td>
<td>49,455,328</td>
<td>11,937,822</td>
<td>37,517,506</td>
</tr>
<tr>
<td><strong>Total General Fund</strong></td>
<td>100,789,762</td>
<td>28,813,689</td>
<td>71,976,073</td>
</tr>
</tbody>
</table>

**School Fund** 97,522,194 27,036,013 70,486,181 27.7%
NO PARKS AND RECREATION MONTHLY REPORT
# Building Inspections Department Monthly Report

<table>
<thead>
<tr>
<th></th>
<th>October 2020</th>
<th>October 2021</th>
<th>Variances</th>
<th>Fiscal YTD 2021</th>
<th>Fiscal YTD 2022</th>
<th>Variances</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Permits</td>
<td>99</td>
<td>116</td>
<td>27%</td>
<td>419</td>
<td>509</td>
<td>21%</td>
</tr>
<tr>
<td>Value of Permits</td>
<td>$8,097,525</td>
<td>$15,935,115</td>
<td>97%</td>
<td>$27,706,589</td>
<td>$73,331,312</td>
<td>165%</td>
</tr>
<tr>
<td>Nbr of Plans Reviewed</td>
<td>93</td>
<td>117</td>
<td>26%</td>
<td>383</td>
<td>466</td>
<td>22%</td>
</tr>
<tr>
<td>Nbr of Inspections</td>
<td>490</td>
<td>505</td>
<td>3%</td>
<td>1944</td>
<td>2231</td>
<td>15%</td>
</tr>
<tr>
<td>Miles Driven</td>
<td>6,164</td>
<td>8,331</td>
<td>32%</td>
<td>23,561</td>
<td>28,716</td>
<td>22%</td>
</tr>
<tr>
<td>Permit Fees Collected</td>
<td>$30,078</td>
<td>$38,386</td>
<td>28%</td>
<td>$127,712</td>
<td>$210,297</td>
<td>65%</td>
</tr>
</tbody>
</table>

### October Comparisons

#### Number of Permits
- October 2020: 99
- October 2021: 116

#### Nbr of Plans Reviewed
- October 2020: 93
- October 2021: 117

#### Nbr of Inspections
- October 2020: 490
- October 2021: 505

### Fiscal YTD Comparisons

#### Number of Permits
- Fiscal YTD 2020/21: 419
- Fiscal YTD 2021/22: 509

#### Nbr of Plans Reviewed
- Fiscal YTD 2020/21: 383
- Fiscal YTD 2021/22: 466

#### Nbr of Inspections
- Fiscal YTD 2020/21: 1944
- Fiscal YTD 2021/22: 2231

---

**Legend for Details on following pages:**

**Residential**
- New
- Mfg Home
- Additions/
  - Alterations
- Docks
- Accessory Bldg
  - Retaining Walls
  - Single Family, Modular, Two Family, Multi-Family
  - Single & Double Wide Manufactured Homes
  - Additions, Alterations, Decks
  - Boat Docks (New, Additions, Alterations)
  - Accessory Building, Garage/Carport, Barn, Shed, Storage Building
  - Retaining Wall

**Non-residential**
- New
  - Assembly Building, Business, Factory, Hazardous
  - Industrial Building, Mercantile, New
  - 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
<table>
<thead>
<tr>
<th>Permit Types</th>
<th>Blackwater</th>
<th>Blue Ridge</th>
<th>Boone</th>
<th>Gills Creek</th>
<th>Rocky Mount</th>
<th>Snow Creek</th>
<th>Town of Boones Mill</th>
<th>Town of Rocky Mount</th>
<th>Union Hall</th>
<th>Total 2020</th>
<th>Total 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>New</td>
<td>3</td>
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<td>0</td>
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<td>1</td>
<td>3</td>
<td>14</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Mfg Home</td>
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<td>0</td>
<td>2</td>
<td>0</td>
<td>0</td>
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<td>0</td>
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<tr>
<td>Additions/ Alterations</td>
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<td>2</td>
<td>2</td>
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<td>3</td>
</tr>
<tr>
<td>Docks</td>
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<td>0</td>
<td>1</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>0</td>
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</tr>
<tr>
<td>Accessory Bldg</td>
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<td>3</td>
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<td>0</td>
<td>0</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Retaining Wall</td>
<td>0</td>
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<td>0</td>
<td>1</td>
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<tr>
<td>Non-Residential</td>
<td></td>
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<td></td>
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<td></td>
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<tr>
<td>New</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Additions/ Alterations</td>
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<td>0</td>
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## Fiscal YTD Comparison (2016/17 to 2017/18) - Building Permit Counts

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<tr>
<th>Permit Types</th>
<th>Blackwater 2022</th>
<th>Blue Ridge 2022</th>
<th>Boone 2022</th>
<th>Gifts Creek 2022</th>
<th>Rocky Mount 2022</th>
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<td>52%</td>
<td>-18%</td>
<td>-33%</td>
<td>-86%</td>
<td>-15%</td>
<td>-6%</td>
<td>-55%</td>
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</tbody>
</table>

### 2020/2021 vs. 2021/2022

- **Blackwater:** 2020/2021: 37, 2021/2022: 47
- **Blue Ridge:** 2020/2021: 37, 2021/2022: 37
- **Boone:** 2020/2021: 47, 2021/2022: 50
- **Gifts Creek:** 2020/2021: 17, 2021/2022: 14
- **Rocky Mount:** 2020/2021: 37, 2021/2022: 16
- **Snow Creek:** 2020/2021: 44, 2021/2022: 21
- **Town of Boones Mill:** 2020/2021: 2, 2021/2022: 5
- **Town of Rocky Mount:** 2020/2021: 2, 2021/2022: 40
- **Union Hall:** 2020/2021: 47, 2021/2022: 94

*Graph and data representations are visual representations of the above table.*
<table>
<thead>
<tr>
<th>Permit Types</th>
<th>Residential</th>
<th>Non-Residential</th>
<th>Miscellaneous</th>
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<td>Variance</td>
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![Bar Chart](chart.png)
ANIMAL CONTROL DATA 2021

**TOTAL RESPONSES:**

<table>
<thead>
<tr>
<th></th>
<th>JAN</th>
<th>FEB</th>
<th>MARCH</th>
<th>APRIL</th>
<th>MAY</th>
<th>JUNE</th>
<th>JULY</th>
<th>AUGUST</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
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<tbody>
<tr>
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<td>277</td>
<td>103</td>
<td>255</td>
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</tbody>
</table>

**ANIMALS RECEIVED:**

**DOGS**
- On hand 1st of month: 23, 10, 7, 16, 0, 11, 0, 10, 9, 9
- Intakes: 24, 19, 32, 16, 28, 36, 47, 43, 15, 30

**CATS**
- On hand 1st of month: 11, 8, 5, 5, 0, 22, 38, 50, 57, 23, 18
- Intakes: 25, 10, 18, 9, 45, 38, 55, 57, 34, 20

**LIVESTOCK, Small Animals**
- Seized: 0, 0, 0, 0, 0, 0, 0, 0, 0, 0
- Intakes: 0, 0, 9, 0, 3, 0, 0, 0, 0, 0

**DISPOSITION OF ANIMALS:**

**DOGS**
- Reclaimed by Owner: 2, 5, 3, 4, 30, 4, 12, 13, 7, 5
- $ FROM DOGS RECLAIMED: 38.75, 87.5, 38.75, 62.5, 182.5, 62.5, 102, 62, 120, 120
  - Adopted: 73, 13, 15, 12, 34, 30, 12, 40, 13, 12
  - $ FROM DOGS ADOPTED: 387.5, 325, 300, 275, 325, 425, 700, 540, 460, 480
- Transferred to other Facility: 1, 6, 6, 6, 2, 8, 1, 0, 13, 10
- Died in Facility/DOA: 0, 0, 0, 0, 0, 0, 0, 0, 0, 0
- Euthanized: 1, 0, 0, 1, 1, 2, 1, 0, 1, 1
- Escaped: 0, 0, 0, 0, 0, 0, 0, 0, 0, 0

**CATS**
- Reclaimed by Owner: 0, 0, 0, 0, 0, 0, 0, 0, 0, 0
- $ CATS RECLAIMED: 0, 0, 0, 0, 0, 0, 0, 0, 0, 0
- Adopted: 57, 7, 7, 3, 15, 44, 31, 31, 52, 13
- $ CATS ADOPTED: 0, 0, 0, 0, 0, 0, 0, 140, 120, 150
- Transferred to other Facility: 3, 6, 3, 9, 0, 9, 3, 4, 0, 1
- Died in Facility/DOA: 0, 0, 0, 0, 0, 0, 0, 0, 0, 0
- Euthanized: 3, 0, 8, 2, 2, 9, 4, 13, 14, 4
- Escaped: 0, 0, 0, 0, 0, 0, 0, 0, 0, 0

**Livestock, Sm Animal Adopted**
- 0, 0, 3, 0, 0, 0, 0, 0, 0, 0

**CONVICTION DATA**
- Summons issued: 78, 0, 6, 0, 6, 10, 18, 53, 4, 11
- Offender: 0, 39, 0, 6, 0, 0, 0, 0, 0, 0
- $ FROM CONVICTIONS: 0, 3000, 0, 300, 0, 0, 0, 0, 160, 640

**OFFICER DATA**
- Hours worked: 170, 190, 200, 165, 325, 457, 336.5, 326, 341.5, 341.5
- Overtime hours: 5, 10, 4, 0, 0, 0, 0, 42, 33.5, 8.5
- Mileage: 1612, 1776, 2045, 2205, 3094, 3904, 4889, 4740, 4337, 5541
- Rabies Exposure VDH Reports: 7, 7, 8, 11, 14, 7, 9, 11, 11, 10
- $ Total Revenue: 4213.75, 4233.25, 3387.75, 575, 534.5, 487.5, 882, 1002, 1320, 2170

**Summons issued per officer**
- C. Brooks 70: 78, 0, 6, 0, 0, 0, 0, 0, 0, 0
- C. Witt 71: 78, 0, 6, 0, 0, 0, 0, 0, 0, 0
- E. Cundiff 72: 78, 0, 6, 0, 0, 0, 0, 0, 0, 0