

# Town of Strasburg

## **SPECIAL MESSAGE TO THE PUBLIC**

LIMITED IN PERSON ATTENDANCE WILL BE ALLOWED FOR THE OCTOBER 12<sup>th</sup>, 2021 MEETING. PLEASE UTILIZE OUR LIVESTREAM BY ACCESSING THE LINK BELOW

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To make public comment please submit to:  
[comment@strasburgva.com](mailto:comment@strasburgva.com)  
by 4:00 p.m., Tuesday, October 12<sup>th</sup>, 2021

## **Town Council Regular Meeting**

Strasburg Town Hall  
174 West King Street  
Strasburg, Virginia

Tuesday, October 12<sup>th</sup>, 2021  
Regular Meeting: 7:00 p.m.

### **Town Council Members:**

Brandy Hawkins Boies, Mayor  
Ken Cherrix  
Dane Hooser  
John Massoud  
Christie Monahan

Taralyn Nicholson  
Emily Reynolds  
Doreen Ricard  
Paul Weaver

### **Staff Contact:**

J. Waverly Coggsdale, III, Town Manager



# **Town Council Preliminary Agenda – Tuesday, October 12<sup>th</sup>, 2021**

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*Please, silence all cellular devices. Thanks.*

**Call to Order** – Mayor Brandy Boies

**Pledge of Allegiance** –

**Invocation** – Rev. Zach Harris, Pastor of the St. Paul Lutheran Church

**Roll Call** – Amy Keller, Clerk of Council

**Public Hearing(s):** *(if needed)*

**Introduction and Recognition of Visitors and Guests**

- 1.) Strasburg Express – presentation to Strasburg Express for their 2021 season**

**Mayor's Comments**

**Citizen Comments**

**Action Items:**

- 1.) Approval of Minutes: September 14<sup>th</sup>, 2021 Town Council Regular Meeting**

*Description:* Minutes of the September 14<sup>th</sup>, 2021 Town Council Regular Meeting

*Contact:* Amy Keller, Clerk of Council

*Support Materials:* September 14<sup>th</sup>, 2021 Town Council Regular Meeting minutes

- 2.) Employee Personnel Policies Manual – Holiday Schedule Review**

*Description:* Recommendation from the Finance and Personnel Committee to add Veteran's Day to the Town's list of holidays.

*Staff Contact:* Waverly Coggsdale, Town Manager

*Support Materials:* Staff Report

- 3.) Brick Wall on West King Street**

*Description:* Recommendation from the Infrastructure Committee to remove the brick wall at the corner of Capon and King Streets

*Staff Contact:* Jay McKinley, Director of Public Works

*Support Documents:* Staff Report

- 4.) UDO Amendment – Short Term Rentals Ordinance**

*Description:* Consideration of the Planning Commission recommendation on amendments to UDO Sections 6.2 Bed and Breakfast Establishments and 7.2 Definitions to allow for Short Term Rentals in certain zoning districts.

*Staff Contact:* Lee Pambid, Planning and Zoning Administrator

*Support Materials:* Staff Report (Please, refer to the October 5<sup>th</sup>, 2021 Work Session packet for additional information).

- 5.) Valley Milk Products Request – Placement of Temporary Boiler**

*Description:* Consideration of request to place a temporary boiler in Acton Place for a period of six (6) months for purposes of allowing production to resume at the plant.

*Staff Contact:* Waverly Coggsdale, Town Manager

*Support Materials:* Staff Report

**Discussion Items:**

- 1.) Comcast Agreement**

*Description:* Introduction and first reading of the potential Cable Franchise Agreement with Comcast of California/Maryland/Pennsylvania/ Virginia/West Virginia, LLC.

*Staff Contact:* Waverly Coggsdale, Town Manager

*Support Materials:* Staff Report, Draft Agreement

If you require any type of reasonable accommodation as a result of physical, sensory, or mental disability in order to participate in this meeting, please contact Amy Keller, Clerk of Council, at 540-465-9197 or [akeller@strasburgva.com](mailto:akeller@strasburgva.com). Three days notice is required.

## **2.) Lodging Tax Amendment for Short Term Rentals**

*Description: Discussion on an amendment to the Town Code for taxes on the gross proceeds arising from short-term rental property.*

*Staff Contact: Waverly Coggsdale, Town Manager*

*Support Materials: Staff Report, Draft Ordinance Amendment Chapter 78, Article VII*

### **Reports**

1. Town Officers
2. Standing Committees
3. Special Committees

### **Unfinished or Old Business:**

### **New Business:**

### **Closed Meeting:**

- 1.) Pursuant to Code of Virginia § § 2.2-3711(A)(3) for discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body. The subject of the Closed Meeting is for follow-up on the appraisals for property on Borden Mowery Drive.**

### **Adjournment**

**MINUTES OF THE STRASBURG TOWN COUNCIL MEETING HELD ON TUESDAY, SEPTEMBER 14<sup>th</sup>, 2021, AT 7:00 PM IN THE COUNCIL CHAMBERS OF THE STRASBURG TOWN HALL.**

**Call to Order:**

**Mayor Boies** called the meeting to order.

**Pledge of Allegiance:** **Council Member Monahan** led all in the Pledge of Allegiance.

**Invocation:**

**Rev. Todd Gess**, Pastor of the Mt. Zion United Methodist Church, offered the invocation.

**Roll Call:**

**ROLL Called with the following members present:** Mayor Boies, Vice Mayor Cherrix and Council Members Hooser, Massoud, Monahan, Nicholson, Reynolds, and Weaver. Absent:

**Public Hearings:**

- 1.) **To receive public comment and to consider the adoption of a proposed Resolution authorizing the Town's issuance of a not to exceed \$3,550,000 Town of Strasburg, Virginia General Obligation Bond, Series 2021 (the "Bond") to Virginia Resources Authority ("VRA") in one or more series, all as the Town may deem advisable. The bond is to be used for improvements to Borden Mowery Drive in the Northern Shenandoah Business Park.**

**The Public Hearing opened at 7:04 p.m. and with no speakers, the Public Hearing closed immediately.**

**Introduction and Recognition of Visitors and Guests:**

- **Cheryl Metz – Strasburg Community Library**

**Ms. Metz** said she is delighted to be the Town librarian. She pointed out that only half of the Council Members have a library card. She passed out information on the library. They were able to hold the Summer Reading Program again, and this was the first year they had a program for teens. Gift cards and gift baskets were given out. They tried to do outside story times and the participation was not great. They have once again started having preschool story time. They are using teen volunteers, and currently, they only have two. They have created a treasure hunt to help the volunteers learn the many dimensions of the library. They have books on CD and four computers for use. They also have a printer for public use and only charge 15¢ per sheet. They are doing some repair work to the building at a cost of \$22,000. They are working hard on the project. They are also using Amazon Smile to help raise money.

**Council Member Hooser** asked if was possible to give money to help with the cost of printing for those who might need assistance in paying the fee and **Ms. Metz** said they do have a donation box for this.

**Ms. Metz** said the library used to have four bag sales per year for fundraising but had to stop because of COVID. The basement has now been transformed into a small selling area.

**Ms. Boies** thanked **Ms. Metz** for all she has done for the library. **Ms. Metz** said former **Town Manager Pearson** and the town crew helped greatly in getting them ready to re-open from COVID.

**Mayor's Comments:**

**Mayor Boies** said a beautiful event was held by American Legion Post 77 on 9-11. She thanked the Legion for hosting this and all those who participated or attended. A moment of silence was held to remember the lives lost on that day and the first responders.

**Mayor Boies** encouraged all to come out for CareFest which will be held on Saturday, September 18<sup>th</sup>. This has never been done in Strasburg. **David Woodson** and **Mr. Kent Cammack** are spearheading this event. Both are very passionate about helping people get help they might need and also showing people how they can help others. The event will bring together many of the groups where people can go for assistance. The town is partnering with this event this year.

**Citizen Comments:**

**Action Items:**

**1.) Approval of Minutes: August 10<sup>th</sup>, 2021, Town Council Regular Meeting**  
**The minutes of the August 10<sup>th</sup>, 2021, Regular Council Meeting were approved as presented.**

**2.) Virginia Resource Authority General Obligation Bond Issuance– Northern Shenandoah Business Park**

*Description: To consider the adoption of a proposed Resolution authorizing the Town's issuance of a not to exceed \$3,550,000 Town of Strasburg, Virginia General Obligation Bond, Series 2021 (the "Bond") to Virginia Resources Authority ("VRA") in one or more series, all as the Town may deem advisable. The bond is to be used for improvements to Borden Mowery Drive in the Northern Shenandoah Business Park.*

**Town Manager Coggsdale** said a public hearing was held for this item. This project was previously approved by Council. The resolution being considered has set a "Not to Exceed" amount of \$3.55 million. The resolution does not commit the Town to the funding at this time. The paperwork is due to VRA by Friday, September 17<sup>th</sup>. There will still be time to consider other funding options such as ARPA for the infrastructure, water, and sewer. This action will just keep the Town eligible for the borrowing.

The construction budget for the road was shown, and the total cost of the road project is \$3,373,744. The town received a VDOT revenue sharing grant for \$1,146,762 which leaves a remaining balance of \$2,226,982 which is why the main part of the borrowing is necessary. In addition to this, the water line project which has a cost of \$700,000 to \$1 million. At the beginning of discussions of this project, a sewer line was discussed, but this was pushed off, but if that is necessary, staff could work toward this, outside funds could be used.

Council is being asked for the consideration of the resolution for the borrowing.

**Council Member Nicholson** moved that the Strasburg Town Council adopt (i) the proposed Resolution Providing for the Issuance and Sale of a Taxable General Obligation Public Improvement Bond, Series 2021, in a Principal Amount Not to Exceed \$3,550,000 pending any further legal revisions from the Town Attorney or the Town's Bond Counsel; second by **Council Member Hooser**.

**The motion passed with no discussion on a roll call vote with the following results:**

<b>Vice Mayor Cherrix</b>	<b>Aye</b>
<b>Council Member Hooser</b>	<b>Aye</b>
<b>Council Member Massoud</b>	<b>Aye</b>

<b>Council Member Monahan</b>	<b>Aye</b>
<b>Council Member Nicholson</b>	<b>Aye</b>
<b>Council Member Reynolds</b>	<b>Aye</b>
<b>Council Member Ricard</b>	<b>Aye</b>
<b>Council Member Weaver</b>	<b>Aye</b>

**3.) Change of Election Month of Mayor and Council Members**

*Description: Changing the month of the election of the Mayor and Council Members from May to November pursuant to actions by the Virginia General Assembly as set forth in the Code of Virginia, Section 15.1-1400*

**Town Manager Coggsdale** said the Virginia General Assembly amended Section 15.2-1400 of the Code of Virginia, 1950, as amended, to require municipalities who currently hold general elections in May to move their elections to November. He stated that the terms cannot be shortened, so current Council Members with a term that expires June 30, 2022, would now serve until December 31, 2022. Town Council public informational hearings were held on August 10<sup>th</sup> and August 16<sup>th</sup> with no comments being received.

**Vice Mayor Cherrix** asked if Council can legally say no and **Town Attorney Miller** said you can say no, but it will have to happen.

**Council Member Massoud** asked **Town Attorney Miller** that in the bizarre chance any member of this Council or a group of Council Members decided they wanted to extend their terms to up to another year because they do not like the particular year the election fell, would they have the legal right to do so.

**Town Attorney Miller** said they would not. The State statute specifically states you must move the election to the next fall election. It would be in violation of the State statute to extend more than this amount.

**Council Member Massoud** said another locality tried to extend their election from 2022 to 2023, but it was killed by City Council of the locality.

**Council Member Reynolds** moved that the Strasburg Town Council approve the moving of the Town elections to the November general election date, as required by General Assembly action; second by Council Member Massoud.

With no further discussion, the motion passed on a roll call vote with the following results:

<b>Council Member Nicholson</b>	<b>Aye</b>
<b>Council Member Weaver</b>	<b>Aye</b>
<b>Council Member Massoud</b>	<b>Aye</b>
<b>Council Member Ricard</b>	<b>Aye</b>
<b>Vice Mayor Cherrix</b>	<b>Aye</b>
<b>Council Member Hooser</b>	<b>Aye</b>
<b>Council Member Reynolds</b>	<b>Aye</b>
<b>Council Member Monahan</b>	<b>Aye</b>

#### **4.) Woodson Fundraiser Special Event Permit**

*Description: Special events with an anticipated attendance of 250+ people must have Town Council approval.*

**P&Z Administrator Pambid** said this is a special event permit that requires Council review and decision because of the UDO. This was reviewed at the Work Session on September 7<sup>th</sup> with a decision to be made on September 14<sup>th</sup>. The event will be on October 16. They are expecting more than 500 people, and they are asking for a street closure of North and South Holliday Street between Queen and Washington Streets; they will not be closing down the main intersection of King and Queen Streets. This event will consist of a car show, a DJ, and a food tent which will only have snack items and drinks, no hot food.

**P&Z Administrator Pambid** said this application has been reviewed by all agencies and approval was recommended. Written acknowledgement from impacted property owners was presented to staff yesterday (9-13-21). Previously, Staff recommended approval with three conditions, but #3 has already been met by the applicant (*Applicant must provide, prior to Council decision on Tuesday 9/14, insurance naming the Town as additionally insured, and written acknowledgement by properties impacted by the street closure*).

**Vice Mayor Cherrix** asked what the difference is between someone doing something like this and Box Office doing this on a regular basis. **P&Z Administrator Pambid** said with an event like this, they are impacting traffic. If Box Office were doing regular business, they would not affect traffic flow.

**Vice Mayor Cherrix** asked if this really needs to be in the UDO and also could advertising be held off until the permit is approved. **P&Z Administrator Pambid**, regarding advertising, said this could be in the questionnaire. As far as the approval of Council, this would require a UDO amendment. Different things could be looked at as far as amending this.

**Mayor Boies** said we can work together to adjust this.

**Council Member Massoud** said he does not think this should be a Council vote. It should be done by staff with notification to Council. For time's sake, this could negate someone having an event in a short period of time. He hopes it will be looked at.

**Council Member Nicholson** moved that the Strasburg Town Council approve the special event permit and the proposed street closure for "Fighting with David" on Saturday, October 16 between 10 a.m. and 6 p.m., with the staff's recommended conditions which include:

- 1. BB&T access on South Holliday Street must remain open during the event.**
- 2. Streets must be returned to their previous state/ condition immediately after the event.**

**Council Member Massoud** offered the second to the motion.

**Ms. Metz**, Strasburg Community Library, asked if she would have to get a permit to have a Wine and Cheese Event and **P&Z Administrator Pambid** said there are protocols to follow. The wine part would need to go through the ABC Board.

**On a roll call vote, the motion passed with the following results:**

<b>Council Member Reynolds</b>	<b>Aye</b>
<b>Council Member Hooser</b>	<b>Aye</b>
<b>Council Member Monahan</b>	<b>Aye</b>
<b>Council Member Massoud</b>	<b>Aye</b>
<b>Council Member Ricard</b>	<b>Aye</b>
<b>Vice Mayor Cherrix</b>	<b>Aye</b>
<b>Council Member Weaver</b>	<b>Aye</b>
<b>Council Member Nicholson</b>	<b>Aye</b>

**Town Manager Coggsdale** asked if it was the consensus of Council to work on this section of the UDO and bring it back to Council. **Council Member Monahan** likes Council having to review/approve at this number of attendees and is not interested in doing this.

**Council Member Reynolds** agreed with **Council Member Monahan**. She would like to see more planning for a large event coming into town. This is the first time we have had to do this so if it continues to happen, then we might want to look closer at it.

**Vice Mayor Cherrix** said he can see there are times we would need it as far as road closures, but he is not sure about an event at the park. If staff has time to do this, then he does not know why we need to look at that.

**Mayor Boies** said that in looking at the cost of events to the town and how to get the departments reimbursed for it, do we wait until it is a problem or do we get ahead of it?

**Council Member Massoud** said an organization he is paired with wanted to put on an event, but this requirement killed the event.

**Mayor Boies** said we will keep conversations open.

#### **Presentation in Memory of Gloria Stickley:**

**Mayor Boies** thanked all family and friends in attendance for coming to honor the memory of **Gloria Stickley**. She said we lost an angel of citizenship on August 31. **Mrs. Stickley** was a graduate of Strasburg High School, Lord Fairfax Community College, and Shepherd College, now Shepherd University. She was a Library Media Specialist at Toms Brook Elementary and Strasburg High School. In 1999, she was awarded the “Regional Media Specialist of the Year” by the Virginia Educational Media Association. She was an active member of the St. Paul Lutheran Church, the Strasburg Heritage Association, and served many years as the president of the Strasburg Museum. She authored two books and was awarded the “Best Community Volunteer” by the Northern Virginia Daly’s 2021 Best of Awards poll for Shenandoah County for her work with the Strasburg Museum.

**Mayor Boies** said that during her first year as Mayor, **Mrs. Stickley** helped her welcome citizens from Strasbourg, France. Volunteers will be working at the Strasburg Museum for Day of Caring and **Gloria** will be missed greatly. She knew how to get things done in a kind and organized manner. We are all so grateful for the time we had with her.

**Council Member Monahan** said **Gloria** could get you to do almost anything in such a kind way. She met her through her own husband. **Gloria** asked if she had ever considered being a docent, but **Council Member Monahan** said she did not have time to do this. **Mrs. Stickley** asked if she knew anything about the internet and told her they needed to get on the internet; **Council Member Monahan** helped get the Museum on the internet. She has left a legacy in this town, and she hopes



all will keep her legacy going.

**Council Member Weaver** said he worked alongside **Gloria** at Strasburg High School. He was new to high school teaching. She greeted him with warmth and kindness and then he found out he was not special because she treated everybody that way, no matter what you looked like. He ate lunch with her regularly and each time he ate with her, she told him something about Strasburg. You could see her love for Strasburg. She was committed to service. She did not serve to draw attention to herself or to promote her agenda. Service was her agenda, and she did it without fanfare. He will miss her.

**Council Member Reynolds** said she met **Mrs. Stickley** while in high school. She was a good student, but not interested in the library. She could tell there was something different about **Mrs. Stickley** and it was her kindness, but also her pride. **Council Member Reynolds** was asked to be on the Library Museum Board, and she was excited to learn from **Gloria**. She did not get the opportunity in the way she thought she would. **Mrs. Stickley's** passion and influence live on and **Council Member Reynolds** will continue to be influenced by her passion and leadership and example.

**Poet Laurate Rich Follette** read an original poem in memory of **Gloria Stickley** (*attached hereto*). **Mr. Follette** said **Gloria** was very important to him.

**Town Officer Reports:**

**Town Manager Coggsdale:** Reported **Interim Community Development Director Hilton** is on vacation and **Chief Sager** is sick. Departmental reports the project list has been presented to all and he will answer any questions from these.

**Clerk of Council Keller:** Council was reminded of the required Conflict of Interest training. Please, contact **Clerk of Council Keller** if members have trouble accessing the training.

**Director of Finance Fletcher:** Staff continues to work on annual year-end activities. The audit field work was conducted remotely on September 9<sup>th</sup> and 10<sup>th</sup>. Our annual audit reviews have gone well and without issues and the final audit fieldwork visit is scheduled for October 18<sup>th</sup> -20<sup>th</sup>. The findings will likely be presented in either November or December.

The second half tax billings will be sent out by the end of October. The bills will be due on Monday, December 6<sup>th</sup>.

The Town is still working with Dollar Energy. The total amount of assistance to-date has been \$13, 889.62. This program will be closing out in December.

**Town Attorney Miller:** Stated he has represented this town long enough now that he has had to educate four town managers. **Mr. Coggsdale** is a fast learner.

Said he has been working with Comcast on getting the franchise agreement for the Town. Comcast is on a time frame and would like to get the Public Hearing done quickly.

**Vice Mayor Cherrix** asked when the Comcast thing came about as he has not heard about it. It was noted that Comcast approached the town a few months ago. **Town Attorney Miller** said if a company wants to bring services such as this into the town, they have to get a franchise agreement

approved with the town. This is outlined in State Code. They are in the process of developing the contract. Competition such as this is good for the town. They are awaiting the town in getting a date for advertising the Public Hearing. He thinks Comcast has included everything that has been asked for so it will probably be October before a vote.

**Planning and Zoning Administrator Pambid:** Reported that 11 zoning permits were issued during the past month; two single family dwellings, six additions/accessory, two subdivisions/BLAs, and one temporary use. The total cost of the projects is estimated at \$262,068 with a fiscal year-to-date total on projects being estimated at \$312,469.

The BZA did not meet in August. The Planning Commission met on Tuesday, August 24. They met **Town Manager Coggsdale** and placed the proposed Short Term Rental ordinance on its September 28<sup>th</sup> meeting agenda for a public hearing. The ARB met on Thursday, August 26. They, too, met **Mr. Coggsdale**, and they also received information on the Pifer House.

**Vice Mayor Cherrix** asked about the Pifer House. **P&Z Administrator Pambid** said it is a wooden structure which is one of the oldest examples of Germanic architecture. It is located on the Cedar Springs Estates property, but you cannot see the building now because of vegetation. Proffers were made with the approval on this property.

**Council Member Monahan** asked that if they finish the development and then say no to the rehab of the house, what is our recourse. **P&Z Administrator Pambid** said the town is holding a bond. This is also a Planned Development that includes housing and commercial. If they ask for the zoning on the commercial, we can hold the reigns on this. If they are not far enough along with the Pifer House, the bond can be held.

**Vice Mayor Cherrix** asked if anything is going on with the Hi Neighbor building since it has been three years since work has been done. Do we have any recourse on this? **P&Z Administrator Pambid** said he does not have any information on this as it was set in motion before he arrived. **Vice Mayor Cherrix** said there is still plywood up on the windows and siding is falling off. It has been sitting there for years, untouched.

**Council Member Monahan** said with the issue of the Pifer House and Vesper Hall, where is it mentioned. **P&Z Administrator Pambid** said they are in the proffer agreement. The proffer agreement amendment that was approved as far as the number of dwellings that could be built only changed that part of the agreement; all the other proffers remain in effect.

**Council Member Monahan** said she read an article about all that was to be done with Vesper Hall and the Pifer House. There was no timeline attached to this. Council approved this in 2004 and it is almost like they are allowing them to fall down so they can be condemned.

**Town Attorney Miller** said we can slow down the development process. **P&Z Administrator Pambid** said the proffers do not afford any triggers, but Vesper Hall and the Pifer House sit on a commercial pad and when they come in to develop this, we would have the authority to mention this to them. **Council Member Monahan** does not think they are interested in bringing in a commercial property soon, and in years to come, there will be no structures. **P&Z Administrator Pambid** said the Pifer House was in questionable shape when he got here. He visited the property a couple of weeks ago and then set up a meeting with **Mr. William Aikens**. Once the leaves have fallen, they are going to go in and cut some trees and access the house at that time.

**Council Member Nicholson** said she was on Council when this first came up. There were a lot of people who spoke about preserving these two sites. It was put in a proffer to talk about later, not knowing later would be 16 years later. Council listened and wanted to do the right thing.

**P&Z Administrator Pambid** said moving forward, it is important to get the proffers right.

**Vice Mayor Cherrix** said we might have to wait another 16 years for more development on the property.

**P&Z Administrator Pambid** said all discussions he has had shown that they seem to be willing to work on the project. **Mr. Aikens** is willing to talk to an advocacy group to help with this project.

**Council Member Nicholson** asked if something should be put on paper that we are watching and do something respectful. **Town Attorney Miller** thinks this is a good idea. He will look at the proffers and work with **P&Z Administrator Pambid** to come up with a timeframe for getting something done.

**Vice Mayor Cherrix** said the proffers and SUP on the Hi Neighbor need to be looked at and we need to have a timeframe on this, too.

**Mayor Boies** said she had discussed this with **former Town Manager Pearson** and with Covid, it had been put on the back burner.

**P&Z Administrator Pambid** said Proffers 8.1 and 8.2 on the Aikens/Claytor property deal with Vespar Hall and the Pifer House.

*Chief Sager*: absent (written report was given to Council).

*Interim Director of Community Development Hilton*: absent (written report was given to Council).

*Director of Public Works McKinley*: With cooler weather, the street trees are scheduled for installation on September 13<sup>th</sup> with a final inspection scheduled for the 20<sup>th</sup>. Thanks to recent rains, two areas not draining as expected were detected and these will be added to the final punch list. One section of sidewalk that did not meet ADA standards will also be added to the punch list. Also, the named, decorative bricks have finally shipped and will be installed upon arrival.

The Jalisco Storm Drain project will have storm drainage put in through to Acton Place. Lantz Construction will be handling this, and this will start as soon as the materials are received.

**Mayor Boies** asked if the trash cans are going to be put out along the streetscape and the same type of trash cans and benches will be placed after the entire project is complete.

**Council Member Massoud** asked about the dog park. **Director of Public Works McKinley** said it is substantially complete.

**Council Member Hooser** asked when Acton Street will be opened, and **Director of Public Works McKinley** will check with Valley Milk.

**Council Member Monahan** said there are some dead trees on Phase I and II and **Director of Public Works McKinley** said they are waiting for the right weather to swap out the trees.

**Standing Committee Reports:**

**Finance and Personnel Committee:** **Chairperson Nicholson** said the committee will be meeting on September 27<sup>th</sup> at 7 p.m.

**Infrastructure Committee:** **Chairperson Weaver** said the committee will be meeting on September 21<sup>st</sup> at 7 p.m.

**Public Safety and Ordinance Committee:** **Chairperson Reynolds** said the committee did not meet since the last Council meeting. As the Council representative to the Planning Commission, she had nothing to add to the report given by **P&Z Administrator Pambid**. The Commission did another review of the most recent changes to the proposed Short Term Rental Ordinance.

**Council Member Hooser** asked about the Bike Ordinance, and it will be added to the next agenda.

**Recreation/Parks/Trails Committee:** **Vice Mayor Cherrix** said the committee did not meet. He would like to meet in the next month to look at the Master Park Plan.

**Mayor Boies** said the new playground equipment is amazing and thanked all involved for making this happen.

**Special Committee Reports:**

**Northern Shenandoah Valley Regional Commission:** **Council Member Weaver** said the group did not meet in August and will meet on September 23<sup>rd</sup>.

**Outreach Council:** A meeting will be held on Thursday, September 14<sup>th</sup> with **Wendy Pangle** regarding the Veterans Day Parade.

**Old/Unfinished Business:** **Mayor Boies** said the next Work Session will be on October 5<sup>th</sup> due to the VML Conference. The work session on the September 20<sup>th</sup> is cancelled due to the timing of items.

**Council Member Nicholson** asked **Town Manager Coggsdale** about the trash service issues experienced during Labor Day Week. The town did a phenomenal job in advertising the change of collection days, but then the contractor did not do their part. There is always an excuse. It was also noted that the company is coming and picking up trash before 5 a.m.

**Town Manager Coggsdale** said he was very disappointed in the level of service last week. He and **Director of Public Works McKinley** will be meeting with the local representative and the head of the company. He feels the contract could be a bit more robust. There are repercussions in not providing better service.

**Council Member Massoud** asked what would trigger canceling this contract or rebidding. **Town Manager Coggsdale** said there is a process outlined in the contract to do this. This was the only bidder, so it is hard to get rid of your only provider. If you are only going to come up with one provider who provides poor service, who is going to pick up the garbage? We will be working with the current provider and put them on notice that this service is not acceptable. The meeting

will probably be held by the middle of next week.

**Council Member Nicholson** thinks there needs to be a penalty for providing poor service. **Town Manager Coggsdale** said it will be a very strong meeting. He will do some exploration to see if there is any other company willing to do this service.

**Council Member Massoud** understands this was the only company, but we need to explore other areas.

**Vice Mayor Cherrix** asked if **Town Manager Coggsdale** had talked to Toms Brook, Woodstock, and Mt. Jackson to see if they are having the same problems. **Town Manager Coggsdale** said he will reach out to the others; this could be a regional meeting.

**Council Member Weaver** said NSVRC has been exploring the feasibility of municipalities collecting their own trash or having a regional provider do this. He said if we could do it cheaper ourselves, we would. Recycling has also been discussed.

**Vice Mayor Cherrix** asked if there is more guidance on ARPA spending and **Town Manager Coggsdale** said the final ruling is not out. **Mayor Boies** said she will bring back information from the VML Conference on this.

**Mayor Boies** reminded all to keep their thoughts and prayers with all businesses who are struggling to find workers. We have to find a way to be patient and work through this.

**New Business:**

**Being no further business, the meeting adjourned at 8:39 p.m.**



## Memorandum

To: Mayor Boies and Members of Town Council  
From: Waverly Coggsdale, Town Manager  
Date: October 7, 2021  
Re: Holiday Schedule Modification – Employee Personnel Policies Manual

---

The Town Council considered the recommendation of the Finance and Personnel Committee (4-0) to amend Chapter 8, Section 8.4 A.A. of the Employee Personnel Policies Manual at their October 5, 2021 Work Session. The amendment consists of the addition of Veteran's Day to the Town's Holiday Schedule.

Below is the Holiday Schedule with the addition of Veteran's Day.

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
*Veteran's Day*  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve  
Christmas Day

In addition, employees are provided 6 "floater days" to take at their discretion each calendar year.

Town Council may take one of the following actions:

- Approve the Finance and Personnel Committee recommendation to amend the Holiday Schedule to add Veteran's Day.
- Deny the Finance and Personnel Committee recommendation.
- Defer action and place on a future agenda for discussion.



## Memorandum

To: Mayor Boies and Members of Town Council  
From: Waverly Coggsdale, Town Manager  
Date: October 7, 2021  
Re: Brick Wall (corner of West King and Capon Streets) – Infrastructure Committee

---

At the September 12, 2021, meeting of the Infrastructure Committee, the condition of the brick wall (see attached photo) located at the corner of West King Street and Capon Street was discussed. Based on the history of damage to this wall, the Infrastructure Committee, at the request of staff, recommends that the remaining portion of the wall be removed.

Town Council may take one of the following actions:

- Approve the Infrastructure Committee recommendation to remove the wall.
- Deny the Infrastructure Committee recommendation and have the wall repaired.
- Defer action and place on a future agenda for discussion.



Brick wall

Corner of West King Street and Capon Street





## Memorandum

To: Mayor Boies and Members of Town Council  
From: Waverly Coggsdale, Town Manager  
Date: October 7, 2021  
Re: UDO Amendment – Short Term Rentals Ordinance

---

Town Council conducted a public hearing on the UDO Amendments related to Short Term Rentals at the Tuesday, October 5, 2021, Town Council Work Session. The Planning Commission held a public hearing on this amendment at their Tuesday, September 28, 2021, meeting and recommends approval (6-1) by Town Council.

A copy of the proposed ordinance is attached. Additional information related to this item can be found in the October 5, 2021 Town Council Work Session packet. Staff will be providing responses to the questions poised at the Work Session as well as any received afterwards.

Later in the meeting, Town Council will conduct a “First Reading” on a text amendment to the Transient Occupancy (Lodging) Tax portion of the Town Code that addresses short term rentals. It would be staff’s recommendation that the UDO and the Transient Occupancy Tax amendments both have the same effective date of December 1, 2021.

Town Council has the following options:

- Accept the Planning Commission’s recommendation and approve the ordinance amendment *(as presented or amended)*.
- Reject the Planning Commission’s recommendation and not approve the amendment.
- Take no action currently and/or place the item on a future agenda for discussion.



## Memorandum

To: Mayor Boies and Members of Town Council  
From: Waverly Coggsdale, Town Manager  
Date: October 7, 2021  
Re: Valley Milk Products Plant Request (Acton Place closure)

---

As each of you know, the Valley Milk Plant located at 412 East King Street experienced a boiler explosion on the morning of July 30, 2021. Contractors are currently working on repairing the damage.

At this time, the company's contractors/consultants, Belfor Property Restoration and L<sup>13</sup>MCS South, have approached the Town regarding the placement of a "portable boiler" in the right of way of Acton Place to enable the plant to be put back into production. This "portable boiler" would be housed in a tractor trailer and the request would be for six (6) months. A layout of the area with the proposed placement of the portable boiler is attached. Their current schedule would tentatively call for delivery of the unit on October 18, 2021.

In addition to the preferred site, Bay 3 was evaluated and for the following reasons was not deemed feasible: 1) necessity to keep the door open to prevent negative pressure (makeup air); 2) winter temperatures impact on product inside; and 3) requirement to cut a hole in the roof to install a temporary flue. In addition, the location of the necessary components (gas line, steam line, makeup water) near the proposed site in Acton Place; as well as being close to the existing boiler site make this the most viable solution.

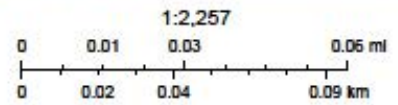
Currently, Acton Place is closed at its intersection with East King Street to 158 Acton Place, allowing residents of Acton Place access from East Queen Street. In addition, the Town is currently in the final stages of a drainage project along Acton Place, once this project is finished it would be possible to move the street closure to the southern corner of 390 Acton Place. This relocation would allow traffic to utilize the alley that runs along the end of that building. The attached map shows the current road closure (1) and proposed future road closure (2).

The contractors/consultants would like to proceed as quickly as possible and is projecting that the plant would be back up to 75% production capacity in November. Based on the most recent bill water/sewer bill with the plant offline, the monthly revenue deficit is \$32,499.54 based on the previous twelve (12) month average.

# Valley Milk Plant



October 8, 2021



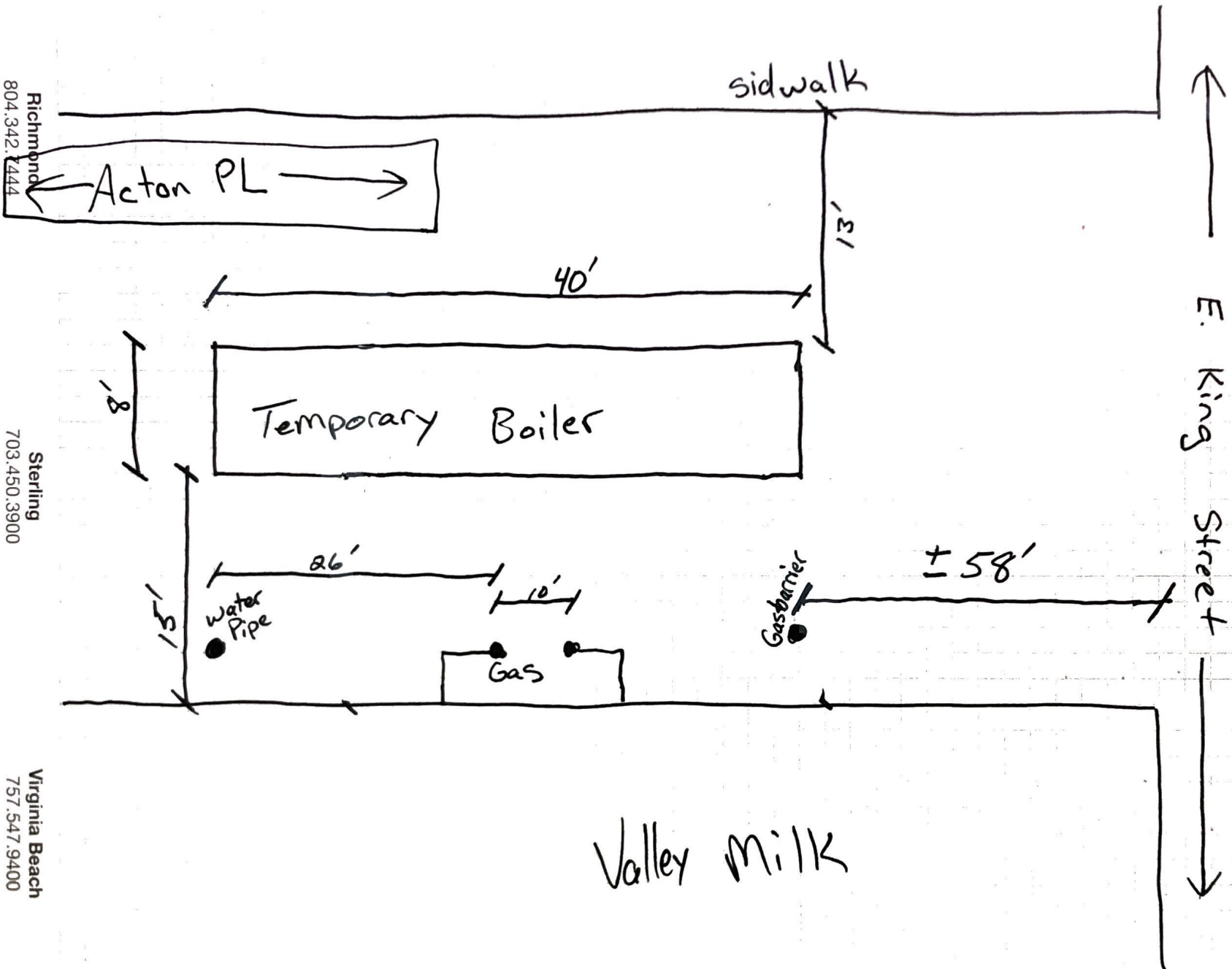
Virginia Geographic Information Network (VGIN)

Name of Client \_\_\_\_\_

Project \_\_\_\_\_

Description \_\_\_\_\_

Sheet Number _____ of _____
Date _____
Job Number _____
Computed by _____
Checked by _____



Richmond  
804.342.7444

Sterling  
703.450.3900

Virginia Beach  
757.547.9400



## Memorandum

To: Mayor Boies and Members of Town Council  
From: Waverly Coggsdale, Town Manager  
Date: October 7, 2021  
Re: Comcast Franchise Agreement Draft

---

Staff has been in discussion with Comcast for the past month regarding their interest in seeking consideration of a Franchise Agreement for cable services. The draft agreement has been reviewed by Town Attorney Miller. A copy of the agreement is attached for your review. The Town has authority under the Code of Virginia §15.2-2108.20 to grant cable franchise agreements.

Tonight, can serve as the Introduction/First Reading of the proposed Franchise Agreement. If Town Council would like to proceed, a public hearing could be set for their Monday, November 1, 2021, Work Session.

CABLE FRANCHISE AGREEMENT

BETWEEN

THE TOWN OF STRASBURG, VIRGINIA

AND

COMCAST OF CALIFORNIA/MARYLAND/PENNSYLVANIA/VIRGINIA/WEST  
VIRGINIA, LLC

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## **FRANCHISE AGREEMENT**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the Town of Strasburg, a political subdivision of the Commonwealth of Virginia (hereinafter, “Town” or “Franchise Authority”) and Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC (hereinafter, “Franchisee”).

The Town having determined that the financial, legal, and technical ability of the Franchisee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Franchisee for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein.

### **SECTION 1 - Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Code of Virginia, Article 1.2, §15.2-2108.19, and the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521 - 562 (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words used to refer to the masculine include the feminine, words in the plural number include the singular number, and likewise, words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined in the Code of Virginia, Article 1.2, §15.2-2108.19, the Cable Act, or herein shall be given their common and ordinary meaning.

1.1. “Cable Service” or “Service” shall mean the one-way transmission to Subscribers of Video Programming or other Programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming service.

1.2. “Cable System” shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, and as further defined under 47 U.S.C. §522(7).

1.3. “Effective Date” shall mean \_\_\_\_\_ 2021.

1.4. “FCC” shall mean the Federal Communications Commission, or successor governmental entity thereto.

1.5. “Franchise” shall mean the initial authorization, or renewal thereof, issued by the Franchise Authority, whether such authorization is designated as a franchise,



agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

1.6. “Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

1.7. “Franchise Area” shall mean the present legal boundaries of the Town of Strasburg, as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means during the term of the Franchise, as per the requirements set forth herein.

1.8. “Franchise Authority” shall mean the Town of Strasburg or the lawful successor, transferee, designee, or assignee thereof.

1.9. “Franchisee” shall mean Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC

1.10. “Person” shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchise Authority.

1.11. “Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle, park, bridge, waterway, dock, bulkhead, wharf, pier, other public ground or water subject to the jurisdiction and control of the Franchise Authority, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchise Authority in the Franchise Area, which shall entitle the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchise Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchisee to the use thereof for the purposes of installing, operating, and maintaining the Franchisee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and appurtenant to the Cable System.

1.12. “Standard Installation” shall mean the standard one hundred twenty-five foot (125’) aerial Drop connection to the existing distribution system.

1.13. “Subscriber” shall mean a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Franchisee’s express permission.

1.14. "Town" shall mean the Town of Strasburg or the lawful successor, transferee, designee, or assignee thereof.

1.15. "Video Programming" or "Programming" shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## **SECTION 2 - Grant of Authority**

2.1. Franchise Grant. The Franchise Authority hereby grants to the Franchisee under the Code of Virginia and the Cable Act a non-exclusive Franchise authorizing the Franchisee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to use, erect, install, construct, repair, alter, add to, inspect, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, underground conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and, including but not limited to, above ground enclosures, markers, and concrete pads, or other related property, equipment, or fixtures as may be necessary, useful, or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement, the Code of Virginia, and the Cable Act.

2.3. Renewal. Any renewal of this Franchise Agreement shall be governed by and comply with the provisions of Article 1.2 of the Code of Virginia and Section 626 of the Cable Act [47 U.S.C. §546], as amended.

2.4. Reservation of Authority. Nothing in this Franchise Agreement shall be construed as a waiver of any codes or ordinances of general applicability promulgated by the Franchising Authority.

## **SECTION 3 - Construction and Maintenance of the Cable System**

3.1. Permits and General Obligations. The Franchisee shall be responsible for obtaining, at its own cost and expense, all generally applicable permits, licenses, or other forms of approval or authorization prior to the commencement of any activity that materially disturbs the surface of any street, curb, sidewalk or other public improvement in the Public Way, or impedes vehicular traffic. The issuance of such permits shall not be unreasonably withheld, conditioned, or delayed. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. All work shall be done by the Franchisee in accordance with FCC regulations. Notwithstanding the requirements

herein, Franchisee shall not be required to obtain a permit for individual drop connections to Subscribers, servicing or installing pedestals or other similar facilities, or other instances of routine maintenance or repair to its Cable System. All transmission and distribution structures, poles, other lines, and equipment installed by the Franchisee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

3.2. Conditions of Street Occupancy.

3.2.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Franchisee shall, upon reasonable advance written notice from the Franchise Authority (which shall not be less than thirty (30) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchise Authority shall notify Franchisee of such funding and make available such funds to the Franchisee within a reasonable timeframe. In the event that funds are not available, Franchisee reserves the right to pass its costs through to its Subscribers in accordance with applicable law.

3.2.2. Relocation at Request of Third Party. The Franchisee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchise Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Franchisee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Franchisee is given not less than thirty (30) business days advance written notice to arrange for such temporary relocation.

3.2.3. Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Franchisee disturbs, alters, or damages any Public Way, the Franchisee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance.

3.2.4. Safety Requirements. The Franchisee shall undertake all necessary and appropriate commercial efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.2.5. Trimming of Trees and Shrubbery. The Franchisee shall have the authority to trim trees or other natural vegetative growth encroaching or overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Franchisee's wires, cables, or other equipment. All such trimming shall be done at the Franchisee's sole cost and expense. The Franchisee shall be responsible for any collateral, direct real property damage caused by such trimming.

3.2.6. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Franchisee shall place its Cable System transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Agreement shall be construed to require the Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2.7. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Franchisee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Franchisee's relocation costs shall be included in any computation of necessary project funding by the Franchise Authority or private parties. Franchisee shall be given reasonable notice and access to the public utilities' facilities at the time that such are placed underground and shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way. In the event that public and/or private funds are not available or do not cover the entire direct and actual cost of the relocation, Franchisee reserves the right to pass its costs, or in the case of partial reimbursement from public and/or private funds its incremental cost, through to its Subscribers in accordance with applicable law.

#### **SECTION 4 - Service Obligations**

4.1. Initial Build. Subject to the receipt of all necessary easements, permits, pole licenses, and required authorizations, Franchisee shall use commercially reasonable efforts to construct the Cable System and make Cable Service available to occupied residential dwelling units within its initial build geographic area within three (3) years of the Effective Date of this Agreement. In the event that construction is delayed by factors outside of Franchisee's control, including weather, make-ready delays by other companies, or other factors identified as Force Majeure, Franchisee shall provide a written request for an

extension of time to complete the initial build area, which request shall not be unreasonably denied.

4.1.1. Nothing herein shall preclude Franchisee from constructing additional Cable System facilities or making Cable Service available to additional residential dwelling units at its discretion. Franchisee shall, however, not be obligated to construct additional Cable System facilities and/or make Cable Service available beyond the Initial Build area.

4.2. Programming. The Franchisee shall offer to all Subscribers a diversity of Video Programming services in accordance with federal law.

4.3. No Discrimination. Neither the Franchisee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area; provided, however, Franchisee reserves the right to deny service for good cause, including but not limited to non-payment or theft of service, vandalism of equipment, or documented or founded harassment or abuse of Franchisee's employees or agents. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Franchisee are satisfied. Nothing contained herein shall prohibit the Franchisee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its customary business practice.

4.4. New Developments. The Franchise Authority shall provide the Franchisee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchise Authority agrees to require the developer, as a condition of issuing the permit, to give the Franchisee access to open trenches for deployment of cable facilities and at least fifteen (15) business days written notice of the date of availability of open trenches.

4.5. Prohibition Against Reselling Service. No Person shall sell, offer for sale, or resell, without the express prior written consent of the Franchisee, any Cable Service, program or signal transmitted over the Cable System by the Franchisee.

## **SECTION 5 - Fees and Charges to Subscribers**

5.1. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC rate regulations and any applicable state regulations. Before any new or modified rate, fee, or charge is imposed, the Franchisee shall follow the applicable FCC notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law.

## **SECTION 6 - Customer Service Standards; Subscriber Bills; and Privacy Protection**

6.1. Customer Service Standards. The Franchise Authority hereby adopts the customer service standards set forth in Appendix A. The Franchisee shall comply in all respects with the applicable customer service requirements established by the FCC.

6.2. Subscriber Bills. Subscriber bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Subscribers, and in a way that (i) is not misleading and (ii) does not omit material information. Notwithstanding anything to the contrary in Section 6.1, above, the Franchisee may, in its sole discretion, consolidate costs on Subscriber bills as may otherwise be permitted by Section 622 (c) of the Cable Act [47 U.S.C. §542 (c)].

6.3. Privacy Protection. The Franchisee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

## **SECTION 7 - Oversight and Regulation by Franchise Authority**

7.1. Communications Tax. Franchisee shall comply with the provisions of Section 58.1-645 *et seq.* of the Code of Virginia, pertaining to the Virginia Communications Sales and Use Tax, as amended. Franchisee may designate the Virginia Communications Sales and Use tax as a separate item in any bill to a Subscriber as permitted under applicable law.

7.2. Oversight of Franchise. In accordance with applicable law, the Franchise Authority shall have the right to, at its sole cost and expense and upon reasonable prior written notice and in the presence of Franchisee's employee, periodically inspect the construction and maintenance of the Cable System in the Franchise Area as necessary to monitor Franchisee's compliance with the provisions of this Franchise Agreement.

7.3. Technical Standards. The Franchisee shall comply with all applicable technical standards of the FCC. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Franchisee shall comply with such altered, modified or amended standards within a commercially reasonable period after such standards become effective. The Franchise Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC rules.

7.4. Maintenance of Books, Records, and Files.

7.4.1. Books and Records. Throughout the term of this Franchise Agreement, the Franchisee agrees that the Franchise Authority may review the Franchisee's books and records in the Franchise Area as are reasonably necessary to

monitor Franchisee's compliance with the provisions of this Franchise Agreement, upon reasonable prior written notice to the Franchisee pursuant to this Agreement, at the Franchisee's business office, during Normal Business Hours, and without unreasonably interfering with Franchisee's business operations. All such documents that may be the subject of an inspection by the Franchise Authority shall be retained by the Franchisee for a minimum period of twenty-four (24) months.

7.4.2. File for Public Inspection. Throughout the term of this Franchise Agreement, the Franchisee shall maintain for public inspection those documents required pursuant to the FCC's Public Inspection File rules and regulations.

7.4.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchise Authority agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchise Authority that have a need to know in order to enforce this Franchise Agreement and who agree, through the execution of a non-disclosure agreement, to maintain the confidentiality of all such information. The Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, Subscriber lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. Franchisee may make proprietary or confidential information available for inspection, but not copying or removal of information by the Franchise Authority's representative. In the event that the Franchise Authority has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the Franchise Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

## **SECTION 8 - Transfer of Cable System or Franchise**

8.1. Neither the Franchisee nor any other Person may transfer the Cable System or the Franchise without prior written notice to the Franchise Authority. No prior notice shall be required, however, for: (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or in the Cable System in order to secure indebtedness, (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation or an affiliate, or (iii) the sale, conveyance, transfer, exchange or release of fifty percent (50%) or less of its equitable ownership.

## **SECTION 9 - Insurance and Indemnity**

9.1. Insurance. Throughout the term of this Franchise Agreement, the Franchisee shall, at its own cost and expense, maintain Commercial General Liability Insurance and, upon request, provide the Franchise Authority certificates of insurance designating the Franchise Authority and its officers, boards, commissions, councils, elected officials, and employees as additional insureds and demonstrating that the Franchisee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury or property damage. The Franchisee shall provide workers' compensation coverage in accordance with applicable law.

9.2. Indemnification. The Franchisee shall indemnify, defend and hold harmless the Franchise Authority, its officers and employees acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that directly arise out of the Franchisee's construction, operation, maintenance, or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchise Authority shall give the Franchisee timely written notice of its obligation to indemnify and defend the Franchise Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. The Franchise Authority agrees that it will take all necessary action to avoid a default judgment and not prejudice the Franchisee's ability to defend the claim or action. If the Franchise Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchise Authority.

9.2.1. Franchisee shall not be required to indemnify the Franchise Authority for negligence or misconduct on the part of the Franchise Authority or its officials, boards, commissions, agents, or employees, subject to applicable law.

## **SECTION 10 - System Description and Service**

10.1. System Capacity. During the term of this Agreement, the Franchisee's Cable System shall be capable of providing Video Programming with reception available to its Subscribers in the Franchise Area in accordance with the Cable Act.

## **SECTION 11 - Enforcement and Revocation Proceedings**

11.1. Notice of Violation or Default and Opportunity to Cure. In the event the Franchise Authority believes that the Franchisee has not complied with the material terms of the Franchise, it shall notify the Franchisee in writing with specific details regarding the exact nature of the alleged non-compliance or default.



11.1.1. Franchisee's Right to Cure or Respond. The Franchisee shall have forty-five (45) days from the receipt of the Franchise Authority's written notice: (i) to respond to the Franchise Authority, contesting the assertion of non-compliance or default; or (ii) to cure such default; or (iii) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate commercially reasonable steps to diligently remedy such default and notify the Franchise Authority of the steps being taken and the projected date that the cure will be completed.

11.1.2. Public Hearings. In the event the Franchisee fails to respond to the Franchise Authority's notice or in the event that the alleged default is not remedied within forty five (45) days or the date projected by the Franchisee, the Franchise Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchise Authority that is scheduled at a time that is no less than ten (10) business days therefrom. The Franchise Authority shall notify the Franchisee in advance, in writing of the time and place of such meeting and provide the Franchisee with a reasonable opportunity to be heard.

11.1.3. Enforcement. Subject to applicable federal and state law, in the event the Franchise Authority, after such public hearing, determines that the Franchisee is in default of any material provision of the Franchise, the Franchise Authority may: (i) seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or (ii) in the case of a substantial default of a material provision of the Franchise, initiate revocation proceedings in accordance with the following:

(a) The Franchise Authority shall give written notice to the Franchisee of its intent to revoke the Franchise on the basis of a pattern of non-compliance by the Franchisee, including two or more instances of substantial non-compliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the non-compliance. The Franchisee shall have ninety (90) business days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchise Authority has not received a response from the Franchisee or upon receipt of the response does not agree that the allegations of non-compliance have been or will be resolved, it may then seek revocation of the Franchise at a public hearing. The Franchise Authority shall cause to be served upon the Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request revocation of the Franchise.

(b) At the designated public hearing, the Franchise Authority shall give the Franchisee an opportunity to state its position on the matter, present evidence and question witnesses, in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Virginia, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the Franchisee within ten (10) business days. The

decision of the Franchise Authority shall be in writing and shall be delivered to the Franchisee by certified mail. The Franchisee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchise Authority “de novo” and to modify or reverse such decision as justice may require.

11.2. Technical Violation. The Franchise Authority agrees that it is not its intention to subject the Franchisee to penalties, fines, forfeitures or revocation of the Franchise for so-called “technical” breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

11.2.1. in instances or for matters where a violation or a breach of the Franchise by the Franchisee was good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area; or

11.2.2. where there existed circumstances reasonably beyond the control of the Franchisee and which precipitated a violation by the Franchisee of the Franchise, or which were deemed to have prevented the Franchisee from complying with a term or condition of the Franchise.

11.3. No Removal of System. Franchisee shall not be required to remove its Cable System or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act, or any portion thereof [47 U.S.C. §541(b)].

## **SECTION 12 - Competitive Equity**

12.1. If the Town grants a competitive franchise, or similar authorization, which, in the reasonable opinion of the Franchisee, contains more favorable or less burdensome terms or conditions than this Franchise Agreement, the Franchisee may notify the Town that it wishes to renegotiate certain specified provisions of the Franchise Agreement. Within thirty (30) days after the Franchisee provides such notice, both parties must begin to negotiate in good faith, and either party to this Franchise Agreement may request changes to amend this Agreement so that neither the Franchisee’s Franchise Agreement nor the competitor’s agreement contains terms that are more favorable or less burdensome than the other. For purposes of this section, the agreements must be viewed as a whole, not on a provision-by-provision basis, and the agreements must be compared with due regard for the circumstances existing at the time each was granted.

12.2 In the event an application for a new cable television franchise is filed with the Franchising Authority proposing to serve the Franchising Area, in whole or in part, the Franchising Authority shall serve or require to be served a copy of such application upon the Franchisee by registered or certified mail or via nationally recognized overnight courier service.

12.3 In the event that a cable provider provides Cable Service to the residents of the Town under an authorization that is unavailable to the Franchisee, the Franchisee shall have a right to request amendments to this Franchise Agreement that relieve the Franchisee of regulatory burdens that create a competitive disadvantage to the Franchisee. In requesting amendments, the Franchisee shall file a petition with the Town Council seeking to amend the Franchise Agreement. Such petition shall: (1) indicate the presence of a competitor utilizing such authorization; (2) identify the basis for Franchisee's belief that certain provisions of the Franchise Agreement place Franchisee at a competitive disadvantage; and (3) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. Town Council shall hold a public hearing to evaluate the petition and hear views of interested parties. The Franchising Authority shall not unreasonably withhold consent to the Franchisee's petition.

12.4 The obligations in this Section 12 shall apply to the grant of new franchises, or similar authorizations, or renewals or extensions of current franchises, or similar authorizations, but shall not apply to franchises, or similar authorizations, that are in effect upon the Effective Date of this Franchise Agreement.

### **SECTION 13 - Miscellaneous Provisions**

13.1. Force Majeure. The Franchisee shall not be held in default under, or in non-compliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such non-compliance or alleged defaults occurred or were caused by lightning strike, earthquake, flood, tidal wave, unusually severe rain, ice or snow storm, hurricane, tornado, pandemic, epidemic, public health emergency, or other catastrophic act of nature; riot, war, labor disputes, environmental restrictions, failure of utility service or the failure of equipment or facilities not belonging to Franchisee, denial of access to facilities or rights-of-way essential to serving the Franchise Area necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Franchisee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Franchisee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

13.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchise Authority:

Town of Strasburg  
174 East King Street  
Strasburg, VA 22657  
Attention: Town Manager

To the Franchisee:

Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC  
55 Construction Lane  
Fishersville, VA 22939  
Attention: Government Affairs Department

With copies to:

Comcast Cable  
1215 East Fort Avenue, Suite 103  
Baltimore, MD 21230  
Attention: Government Affairs Department

And to:

Comcast Cable Northeast Division  
676 Island Pond Rd.  
Manchester, NH 03109  
Attention: Government Affairs Department

13.3. Entire Agreement. This Franchise Agreement and any exhibits or addendums hereto constitute the entire agreement between the Franchise Authority and the Franchisee and supersedes all prior or contemporaneous agreements, ordinances, representations, or understandings, whether written or oral, of the parties regarding the subject matter hereof. Any agreements, ordinances, representations, promises or understandings or parts of such measures that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

13.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

13.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State where the Franchise Area is located, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of such State, as applicable to contracts entered into and performed entirely

within the State, and subject to any applicable provisions of substantive law under the Cable Act, as amended.

13.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchise Authority and the Franchisee, which amendment shall be authorized on behalf of the Franchise Authority through the adoption of an appropriate resolution or order by the Franchise Authority, as required by applicable law.

13.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

13.8. Captions. Captions to sections throughout this Franchise Agreement are solely to facilitate the reading and reference to the sections and provisions of this Franchise Agreement. Such captions shall not affect the meaning or interpretation of this Franchise Agreement.

13.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, which Franchisee may have under federal or state law unless such waiver is expressly stated herein.

13.10. Incorporation by Reference

13.10.1. All presently and hereafter applicable conditions and requirements of federal, State and generally applicable local laws, including but not limited to the rules and regulations of the FCC and the State where the Franchise Area is located, as they may be amended from time to time, are incorporated herein by reference to the extent not enumerated herein. However, no such generally applicable local laws, rules, regulations and codes, as amended, may alter the obligations, interpretation and performance of this Renewal Franchise to the extent that any provision of this Renewal Franchise conflicts with or is inconsistent with such laws, rules or regulations.

13.10.2. Should the State, the federal government or the FCC require Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchise Authority and Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

13.11. Calculation of Time. Where the performance or doing of any act, duty, matter, payment, or operation is required hereunder and the period of time or duration for the performance or doing thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first day and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation.

13.12. Annexation. Upon ninety (90) days written notice, any additions of territory to the Franchise Authority, by annexation or other legal means, contiguous to the Franchise Area, shall thereafter be subject to all the terms of this Agreement as though it were an extension made hereunder related to the Cable System located or operated within said territory.

13.13. Authority to Execute. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

REMAINDER OF PAGE LEFT BLANK UNTIL SIGNATURE PAGE.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the last date set forth below:

Town of Strasburg, Virginia:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC:

By: \_\_\_\_\_

Print Name: Michel Parker \_\_\_\_\_

Title: Regional Senior Vice President \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A

### Customer Service Standards

The Franchisee shall comply in all respects with the applicable customer service requirements established by the FCC. Franchisee shall be subject to the following customer service standards consistent with federal law:

#### 1. Definitions.

A. **Normal Business Hours.** Normal Business Hours means those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.

B. **Normal Operating Conditions.** Normal Operating Conditions means those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

C. **Service Interruption.** Service Interruption means the loss of picture or sound on one or more cable channels.

#### 2. Telephone Availability.

A. The Franchisee will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

i. Trained company representatives will be available to respond to Subscriber telephone inquiries during normal business hours.

ii. After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

iii. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.



iv. Under normal operating conditions, Subscribers will receive a busy signal less than three (3) percent of the time.

### 3. Installations, Outages and Service Calls.

A. Under Normal Operating Conditions, each of the following standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

i. Standard installations will be performed within seven (7) business days after an order has been placed, or at a later time requested by the customer. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

ii. Excluding conditions beyond the control of the Franchisee, the Franchisee will begin working on Service Interruptions promptly and in no event later than 24 hours after the interruption becomes known. The Franchisee must begin actions to correct other service problems the next business day after notification of the service problem.

iii. The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during Normal Business Hours. (The Franchisee may schedule service calls and other installation activities outside of Normal Business Hours for the convenience of the customer.)

iv. Franchisee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

v. If Franchisee is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

### 4. Billing.

A. Bills must be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

i. In case of a billing dispute, the Franchisee must respond to a written complaint from a Subscriber within thirty (30) days.

B. Refund checks will be issued promptly, but no later than either –

i. The Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is later, or

ii. The return of the equipment supplied by Franchisee if service is terminated.

C. Credits for service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

## 5. Communication with Subscribers.

A. Franchisee shall provide written information on each of the following areas at the time of installation of service, at least annually to all Subscribers, and at any time upon request:

i. Products and services offered;

ii. Prices and options for programming services and conditions of subscription to programming and other services;

iii. Installation and service maintenance policies;

iv. Instructions on how to use the Cable Service;

v. Channel positions of programming carried on the Cable System; and

vi. Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

B. In accordance with applicable law, Franchisee shall notify Subscribers of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes if the change is within the control of the Franchisee. In addition, the Franchisee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by §5.A above. Franchisee shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, franchise fee or any other fee, tax, assessment, or charge of any kind imposed by any federal agency, the Commonwealth of Virginia, or the Town on the transaction between Franchisee and the Subscriber. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the Subscriber. The written notices required by this section may be provided electronically.



## Memorandum

To: Mayor Boies and Members of Town Council  
From: Waverly Coggsdale, Town Manager  
Date: October 7, 2021  
Re: Transient Occupancy (Lodging) Tax Amendment – Short Term Rentals

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The Finance and Personnel Committee reviewed a proposed amendment to Chapter 78, Article VII of the Town Code related to provisions of the Town's Transient Occupancy (Lodging) Tax. It was the recommendation of the committee to place this item on the Council's October 5<sup>th</sup> Work Session agenda. Staff gave a brief update at that meeting. The amendment pairs with the "Short Term Rental" amendment to the Town's Unified Development Ordinance providing for the taxation of said use. A copy of the amendment is attached.

Tonight, can serve as the Introduction/First Reading of the proposed amendment. If Town Council would like to proceed, a public hearing could be set for their Monday, November 1, 2021, Work Session.

Staff would request that the UDO Amendment and the Transient Occupancy (Lodging) Tax Amendment be set to become effective on the same date (December 1, 2021) if approved.

## § 58.1-3819. (Effective September 1, 2021) Transient occupancy tax.

A. 1. 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.

Code 1950, § 76.1; 1970, c. 443; 1971, Ex. Sess., c. 214; 1973, c. 433; 1974, c. 614; 1983, c. 313; 1984, c. 675; 1985, c. 556; 1992, cc. 263, 834; 1996, c. [833](#); 1997, cc. [757](#), [764](#); 1998,

cc. [729](#), [733](#); 1999, cc. [233](#), [234](#), [241](#), [253](#), [260](#); 2000, c. [470](#); 2001, cc. [571](#), [585](#); 2003, c. [939](#); 2004, cc. [7](#), [610](#); 2005, cc. [76](#), [915](#); 2006, cc. [67](#), [376](#); 2007, cc. [86](#), [596](#), [767](#); 2008, c. [230](#); 2009, cc. [13](#), [31](#), [116](#), [497](#), [513](#), [524](#); 2010, c. [505](#); 2011, cc. [385](#), [606](#); 2012, c. [290](#); 2013, cc. [19](#), [200](#), [319](#), [378](#); 2014, c. [188](#); 2015, cc. [57](#), [78](#), [98](#); 2016, c. [51](#); 2017, c. [23](#); 2018, c. [293](#); 2020, cc. [330](#), [1214](#), [1263](#); 2021, Sp. Sess. I, c. [383](#).