

**Work Session Agenda
Staunton City Council
Rita S. Wilson Council Chambers
April 27, 2023
5:00 p.m.**

- | | | |
|------------------|-----------|---|
| 5:00 p.m. | 1. | Consideration of Work Session and Regular Meeting Agendas |
| 5:05 p.m. | 2. | Closed Meeting for: (i) Consultation with Legal Counsel for Necessary Legal-Related Advice and Discussion Regarding the Order to Show Cause Concerning the Staunton Juvenile and Domestic Relations District Courts Facilities; and (ii) Discussion or Consideration of the Acquisition of Real Property within the City of Staunton for Use as a Court Facility Where Discussion in an Open Meeting Would Adversely Affect the Bargaining Position or Negotiating Strategy of the Public Body |
| 6:15 p.m. | 3. | Discussion of Cancellation of Summer City Council Meeting(s) |
| 6:25 p.m. | 4. | Discussion of Sentencing Alternatives to the Judiciary and Local Criminal System |
| 6:45 p.m. | 5. | Discussion of Location for the City of Staunton Juvenile and Domestic Relations District Court Facility |
| 7:05 p.m. | | Break Until Regular Meeting at 7:30 p.m. |

**Regular Meeting Agenda
Staunton City Council
Rita S. Wilson Council Chambers
April 27, 2023
7:30 p.m.**

Call to Order

Pledge of Allegiance

Invocation/Moment of Silence – Arrowood

Proclamations

Arbor Day 2023

Letter Carriers' Food Drive

Mayor's Report

Additional Items by Members of Council

Approval of Minutes

Budget Work Session of April 6, 2023

Work Session and Regular Meeting of April 13, 2023

REGULAR MEETING

- A. Public Hearing and Consideration of Resolution Authorizing a Land Exchange between the City of Staunton and the Commonwealth of Virginia Department of Military Affairs**
- B. Consideration of Ordinance to Establish a Budget for Fiscal Year 2024, July 1, 2023—June 30, 2024**
- C. Consideration of Resolution Adopting the Virginia Opioid Abatement Authority Gold Standard Incentive**
- D. Consideration of Memorandum of Understanding for the Regional P25 Radio Project**

Matters from the City Manager

Matters from the Public*

Adjournment

***Public Participation** For instructions on how to participate in a Public Hearing and Matters from the Public portions of the City Council meeting visit www.staunton.va.us/council.

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	April 27, 2023	City Council
Item #	1	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Values: Integrity Engagement	
Subject:	Work Session and Regular Meeting Agendas	

Background: Consistent with Procedural Memorandum No. 3, attached are draft meeting agendas for City Council's consideration and for approval as Council prefers.

Suggested Motion: I move to approve the Work Session agenda and the Regular Meeting agenda [as presented] [with the following changes: as to the Work Session, the addition/deletion of _____; as to the Regular Meeting, the addition/deletion of _____].

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	April 27, 2023	City Council John C. Blair, II City Attorney
Item #	2	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Responsive, Efficient Government	
Subject:	Closed Meeting for: (i) Consultation with Legal Counsel for Necessary Legal-Related Advice and Discussion Regarding the Order to Show Cause Concerning the Staunton Juvenile and Domestic Relations District Courts Facilities; and (ii) Discussion or Consideration of the Acquisition of Real Property within the City of Staunton for Use as a Court Facility Where Discussion in an Open Meeting Would Adversely Affect the Bargaining Position or Negotiating Strategy of the Public Body	

Suggested Motion: I move to enter a closed meeting for: (i) consultation with legal counsel for necessary legal-related advice and discussion regarding the Order to Show Cause in Staunton Circuit Court Case CL21-500 concerning the Staunton Juvenile & Domestic Relations District Court Facility located in the District Courts Building at 6 East Johnson St., Staunton, pursuant to Virginia Code §§ 2.2-3711(A)(7) and 2.2-3711(A)(8); (ii) discussion or consideration of the acquisition of real property located within the city limits of Staunton, Virginia for use as a court facility where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A)(3).

Second. Discussion. Vote – Clerk of Council to poll members of Council.

After the closed meeting: I move that Council reconvene in an open meeting and certify to the best of each member's knowledge that only lawfully exempted public business matters were discussed and that only public business matters as identified in the closed meeting motion were heard, discussed or considered in the meeting.

Second. Discussion. Vote –Clerk of Council to poll members of Council.

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	April 27, 2023	Leslie Beauregard City Manager
Item #	3	
Department:	City Manager’s Office	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Responsive, Efficient Government	
Subject:	Discussion of Cancellation of Summer City Council Meeting(s)	

Background: In prior years, City Council has cancelled one or more meetings during the summer months in reflection of less business to be attended to and to permit staff to schedule vacations and other activities. These have historically been a meeting in July and/or August. The preferred dates to cancel are typically determined by an informal poll of City Council. Should an item of business become critical during this time period, the City Manager would alert Council and if necessary, a special meeting can be called.

City Manager's Recommendation: That City Council discuss the cancellation of one or more summer City Council meetings. If the consensus is to poll Council, staff will do so and bring back a future consideration if there is consensus to cancel one or more summer meetings.

Suggested Motion: Not Applicable

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	April 27, 2023	Michele Edwards Councilmember Terry Holmes Councilmember
Item #	4	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Area: Responsive, Efficient Government	
Subject:	Discussion of Sentencing Alternatives to the Judiciary and Local Criminal System	

Background: At the request of Councilmembers Michele Edwards and Terry Holmes, there will be a discussion about sentencing alternatives to the judiciary and local criminal system, such as Home Electronic Monitoring and Work Release.

City Manager's Recommendation: No action needed.

Suggested Motion: No action needed.

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	April 27, 2023	Amy Darby Vice Mayor
Item #	5	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Area: Built Environment	
Subject:	Discussion of Location for the City of Staunton Juvenile and Domestic Relations District Court Facility	

Background: At the request of Vice Mayor Darby, an item has been added to the work session to discuss the location of the City of Staunton Juvenile and Domestic Relations District Court facility.

City Manager's Recommendation: No action needed.

Suggested Motion: No action needed.

City Manager: Leslie Beauregard

City Council
BUDGET WORK SESSION
April 6, 2023
5:00 p.m.

Council Members Present: Mayor Claffey, Vice Mayor Darby and Councilors Arrowood, Edwards, Holmes, Robertson and Woods.

Mayor Claffey called the meeting to order: Mayor Claffey called the meeting of Staunton City Council to order.

1. Update from City Assessor

City Assessor Charley Haney provided an update on assessments and the appeal process. He noted that the assessor's office fielded about 230 calls about assessments and requests for appeal. They have reviewed 75 of those appeals and changed 72 of the appealed assessments. Overall, he stated that it has been a fairly typical reassessment.

Mr. Robertson stated that many citizens present at their recent town hall did not feel that the assessment procedure was not open enough. Mr. Haney explained the assessment process, at the request of Mr. Robertson.

Mr. Holmes arrived at 5:12 p.m.

Discussion on the assessment process took place and Councilmembers agreed that more documentation and standardization were needed throughout the process. Mr. Haney stated that they are going to be using a form within the next year or so.

Mr. Holmes asked how many homes were currently for sale in the city. Commissioner of Revenue Maggie Ragon stated that as of Monday of that week, with the exception of proposed new construction, there were 21 homes on the market.

There were no further questions or comments.

2. Major General Fund Revenue Comparison and History

Chief Financial Officer Jessie Moyers presented a revenue comparison for FY 2018 – 2024. Items highlighted were meals tax, local sales tax, lodging tax, business licenses and personal property tax.

Mayor Claffey asked if Councilmembers had any questions or comments.

Several line items were clarified and expanded upon at the request of councilmembers.

3. Overview of FY 2024 Proposed Budget – Financial Presentation

Ms. Moyers stated that the total projected budget for FY 24 for all funds is \$152,355,651, a 6.6% increase over FY 23. The general fund portion is \$69,264,351, an increase of \$4.1 million, or 6.2%. She added that the new school funding formula is in place and it is working. It uses audited

numbers, not projections, and relies heavily on real and property taxes, which provide for a more stable revenue figure for schools. An overview of General Fund revenues and expenditures was presented, as well as Capital Improvement Plan funding, and unfunded new requests.

4. 10 Year Budget History

Ms. Moyers presented a comparison of the FY2014 to FY2024 budget figures. Major drivers of budget increases included:

- Inflation - responsible for 47% of the increase from FY2014 to FY2024
- Capital Projects in the Enterprise Funds - responsible for 27% of the increase from FY2014 to FY2024
- Staunton City Schools - responsible for 15% of the increase from FY2014 to FY2024
- Other major drivers of the increase include: debt service, regional jail and public safety

5. Questions and Staff Follow Up

Discussion took place about revenue and comparisons to Waynesboro's budget. Ms. Beauregard stated that Staunton's budget methodology for revenue projections is the same as in Waynesboro, but there are differences between the two cities that make for an unfair comparison of tax rates.

Councilmembers discussed next steps in the budget process including a budget comparison of the proposed \$.89 tax rate against an \$.86 tax rate.

Mr. Holmes stated that he would prefer to see the tax rate remain at \$.92.

Mr. Arrowood stated that it might be helpful to see specific line items tied to cents in the proposal.

Ms. Beauregard clarified that in the \$.89 proposal there are many unfunded requests, but no positions have been eliminated and no city services have been cut. She estimated those unfunded requests to be about \$900,000 for three cents.

Mr. Holmes asked what would have to be cut in an \$.86 budget. Ms. Beauregard stated that she and Ms. Moyers would prepare a menu of options for Council to review. Vice Mayor Darby stated that it would be helpful to see the options for \$.89, \$.88, \$.87 and \$.86 to better illustrate the differences.

Discussion ensued about tax rates in Staunton having never been in the 80 cent range, and the tax rates of various other cities in the past.

Councilmembers agreed to instruct staff to prepare a list of funding options for each proposed tax rate.

Councilmembers had no further questions or comments.

The work session adjourned at 6:48 p.m.

Kiley A. Kesecker
Clerk of Council

City Council
WORK SESSION
April 13, 2023
5:45 p.m.

Council Members Present: Mayor Claffey, Vice Mayor Darby and Councilors Arrowood, Edwards, Holmes, Robertson and Woods.

Mayor Claffey called the meeting to order: Mayor Claffey called the meeting of Staunton City Council to order.

Mayor Claffey stated “on April 13, 2023, I received a request from Councilor Robertson to participate remotely in the April 13, 2023 Staunton City Council meeting due to a personal matter that prevents his physical attendance at the meeting. Pursuant to the Freedom of Information Act, I will now ask Councilor Robertson to state the personal matter which makes him unable to attend tonight’s meeting.”

Mr. Robertson stated that he was traveling in North Carolina.

Mayor Claffey stated “I will now entertain a motion to allow Councilor Robertson’s remote participation in this meeting pursuant to Staunton City Council Procedural Memorandum Number Three.”

Vice Mayor Darby stated “Pursuant to Staunton City Council Procedural Memorandum Number Three, I move to allow Councilor Robertson to remotely participate in the April 13, 2023 Staunton City Council meeting due to a personal matter.”

The motion was seconded by Mr. Arrowood and carried as follows:

Mr. Arrowood	aye	Ms. Edwards	aye
Ms. Woods	aye	Vice Mayor Darby	aye
Mr. Holmes	aye	Mayor Claffey	aye

1. Consideration of Work Session and Regular Meeting Agendas

Consistent with Procedural Memorandum No. 3, the agendas were presented for Council consideration.

Ms. Woods moved to approve the work session and regular meeting agendas as presented.

The motion was seconded by Mr. Holmes and carried as follows:

Ms. Edwards	aye	Mr. Robertson	aye
Mr. Arrowood	aye	Vice Mayor Darby	aye
Ms. Woods	aye	Mayor Claffey	aye
Mr. Holmes	aye		

2. FY 2024 Joint Budget Work Session with School Board

City Council and Staunton City School Board conducted a joint work session to discuss the proposed FY 2024 Staunton City Schools budget. Superintendent Garrett Smith stated that there was not much new information to report, as they are still essentially on stand-by as they wait for the General Assembly and Governor to pass a budget bill.

Mayor Claffey asked what the difference is between the three proposed state budgets.

Dr. Smith stated that most school divisions build their budget based on the Governor's budget because it is right down the middle. The House budget is a slightly less, and the Senate budget is significantly more. He added that it could be July before they have an amended budget ready to be passed.

3. FY 2024 Budget Work Session

City Council conducted a work session to discuss the proposed FY 2024 Staunton City budget. Chief Financial Officer Jessie Moyers stated that they will be focusing on the General Fund budget, which, for FY 2024, is \$69,264,351 – a 6.2% increase over FY 2023. The proposed tax rate is \$.89 per \$100 assessed, and one cent of real estate tax is worth \$287,261. The proposed FY 2024 budget includes \$300,000 in attrition savings, and does not include funding for:

- Final JDR Court relocation costs or the entire related debt service for the budgeted new debt issuance
- FY 2024 Capital Improvement Plan (CIP) - \$1,286,050
- New equipment requests - \$718,502
- New personnel requests, with the exception of the proposed Director of Community Development - \$532,690
- Development of five year comprehensive plan - \$100,000
- Entire budgeted debt service - \$570,374

Possible changes to proposed revenues, expenditures and real estate tax rate were also outlined. Other items requiring funding in the future were discussed as follows:

- The Harrisonburg/Rockingham jail buy-in ends in FY 2025, which results in annual revenue loss of \$670,964
- Final J&DR Court relocation costs and related debt service
- J&DR Court operating cost to start in FY2025 and fully operational in FY2026
- MS4 (Municipal Separate Storm Sewer System) program requirements
- West End revitalization
- Uniontown infrastructure improvements
- Greenways and pedestrian infrastructure
- Public safety and other general government space needs
- Future capital needs for schools

Mayor Claffey asked how much was spent on Enterprise Zone incentives in the last year. Ms. Moyers stated that zero dollars have been spent on Enterprise Zone funding in the last few fiscal years.

99 Councilor Arrowood asked if it has just not been offered or no one has asked about it. Ms. Edwards
100 stated that if it is a matter of people just not knowing about the program, then more should be done
101 to make the public aware of its existence. Mr. Arrowood agreed.

102
103 Mayor Claffey asked Ms. Moyers to explain the Juvenile and Domestic Relations Court operating
104 costs. Ms. Moyers stated that the majority of those costs will be from the sheriff's department
105 adding additional staff, utilities and building maintenance.

106
107 Mr. Arrowood stated that funding the additional part-time position in the planning department is
108 very important, as it helps the department be more responsive to builders within the city who are
109 working as hard as they can and as fast as they can. Councilmembers agreed.

110
111 Mayor Claffey asked what the anticipated carryover will be. Ms. Moyers stated that it is going to
112 be significant, and the tax rate Council sets for 2023 will affect the carryover. She added that the
113 city will have funds to cover CIP projects and have around \$2.1 or \$2.2 million left to go towards
114 the J&DR court project.

115
116 Discussion ensued about the need for library funding, phased renovation and tax rates.

117
118 Ms. Beauregard stated that once the court costs are made more clear, there will be a lot more
119 information, allowing them to continue honing in on Council's priorities.

120
121 Councilmembers had no further questions or comments.

122
123 The work session adjourned at 6:53 p.m.

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126
127

Kiley A. Kesecker
Clerk of Council

REGULAR MEETING OF STAUNTON CITY COUNCIL**Thursday, April 13, 2023****7:30 p.m.****Rita S. Wilson Council Chambers**

PRESENT: **Mayor Stephen W. Claffey**
 Vice Mayor Amy G. Darby
 Brad D. Arrowood
 Michele D. Edwards
 R. Terry Holmes
 Mark A. Robertson
 Alice L. Woods

ALSO PRESENT: **Leslie Beauregard, City Manager**
 Amanda Kaufman, Assistant City Manager
 John Blair, City Attorney
 Kiley Kesecker, Clerk of Council

Mayor Claffey called the meeting to order: Mayor Claffey called this meeting of Staunton City Council to order.

The Pledge of Allegiance was recited in unison.

The invocation/moment of silence was given by Ms. Woods.

PROCLAMATION

Director of Library Services Sarah Skrobis was present to receive the proclamation in recognition of National Library Week 2023.

MAYOR'S REPORT

Mayor Claffey stated he had attended a retirement event for Dr. Pamela Fox, ninth president of Mary Baldwin University that day, and issued a proclamation honoring her achievements. He also attended a meeting of the Landscape Advisory Committee, and discussed plans for Arbor Day.

ADDITIONAL ITEMS BY MEMBERS OF COUNCIL

Mr. Robertson made an announcement about new lower-priced insulin that drug companies are starting to distribute.

Ms. Edwards stated that she had attended the Shenandoah Valley Animal Services Center meeting and the Staunton Crossing update.

Mr. Arrowood stated that he and Vice Mayor Darby have an upcoming town hall and he had attended the Methodist Church Fish Fry.

Ms. Woods stated that she had attended the Diversity, Equity and Inclusion Commission Meet & Greet and there are more listening sessions coming up.

APPROVAL OF MINUTES

Mr. Holmes moved to approve the work session and regular meeting minutes of March 23, 2023 as presented.

The motion was seconded by Mr. Arrowood and carried as follows:

Ms. Woods	aye	Mr. Robertson	aye
Mr. Arrowood	aye	Vice Mayor Darby	aye
Ms. Edwards	aye	Mayor Claffey	aye
Mr. Holmes	aye		

Mr. Holmes moved to approve the special meeting minutes of April 5, 2023 as presented.

The motion was seconded by Ms. Edwards and carried as follows:

Ms. Woods	aye	Mr. Robertson	aye
Mr. Arrowood	aye	Vice Mayor Darby	aye
Ms. Edwards	aye	Mayor Claffey	aye
Mr. Holmes	aye		

REGULAR MEETING

A. Public Hearing and Consideration of a Request by Kelly Grantier for a Special Use Permit at 114 W Johnson Street to Allow Living Quarters on the Ground Level

Senior Planner Rodney Rhodes stated that Kelly Grantier is requesting a Special Use Permit at 114 West Johnson Street to construct a residential apartment unit in the rear portion of the ground floor of the property's existing building. The property is located on the south side of West Johnson Street, directly across from the Johnson Street Parking Garage. The building appears to have been constructed sometime in the 1920s and was originally used for a veterinary practice. Ms. Grantier acquired the property in 2019, and has renovated the exterior and two residential units on the second floor. Now, she is requesting a Special Use Permit for a rear portion of the ground floor while the front portion will remain a business use. A floor plan of the first floor was provided by the applicant. The property is zoned B-2, General Business District, and residential use on the ground and basement levels of buildings is permitted only by Special Use Permit. This property is also part of the Beverley Historic District.

Mr. Rhodes stated staff has conducted a review of the request and has not identified any issues. This is a change of use in the zoning code as well as the building code and a building permit will be required. This property is in the central business parking exempt area so off-street parking will not be required. There would be a total of three residential units within the building, two on the second floor and one on the ground floor. Public parking is available at the Wharf Parking Lot or the Johnson Street Garage. The rear of this building has limited access and visibility which would make commercial use of the space difficult.

Mayor Claffey asked if Councilmembers had any questions or comments.

Councilmembers had no questions or comments.

Mayor Claffey stated the following:

“In a moment, I will open up the Public Hearing. It is a time that Council sets aside to hear from citizens and others about a specific topic.

We ask that you please give your name, your address, and then keep your remarks at five minutes or less. When you reach the five-minute time limit, I will let you know that your time limit has expired.

For our Zoom participants, please raise your hand now if you wish to speak on this particular Public Hearing. If you raise your hand during this Public Hearing, you will also be able to raise your hand during this Council meeting for other Public Hearings and Matters of the Public. Please keep your comments to five minutes as well. Once everyone who wishes to speak has had an opportunity, I will then close the Public Hearing.

I will now open the Public Hearing, so if you wish to speak, please approach the podium. We will alternate between individuals physically present and those that have their hands raised via the Zoom platform.”

The public hearing was opened.

With there being no one wishing to speak, the public hearing was closed.

Ms. Woods moved that Council adopt the resolution and approve the Special Use Permit, with conditions, as recommended by the Planning Commission.

The motion was seconded by Mr. Holmes and carried as follows:

Mr. Holmes	aye	Mr. Arrowood	aye
Mr. Robertson	aye	Vice Mayor Darby	aye
Ms. Edwards	aye	Mayor Claffey	aye
Ms. Woods	aye		

**RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON, VIRGINIA GRANTING A SPECIAL USE
PERMIT FOR PROPERTY LOCATED AT
114 W JOHNSON STREET (PID: 4227)**

Recitals

A. Kelly Grantier (Owner), owner of certain land identified as parcel identification number 4227, currently addressed as 114 W Johnson Street, Staunton (the Property), having acquired the land through a deed dated February 8, 2019 and recorded in the Clerk's Office of the Circuit Court of the City of Staunton as Instrument Number 190000300, is requesting a Special Use Permit to allow a residential unit to be constructed in the rear portion on the ground floor of the existing building (the Project);

B. The Owner seeks a Special Use Permit under Staunton City Code (SCC) Section 18.60.070(3)(a) to allow living and sleeping quarters on the ground floor of the building;

C. The Property is located within a B-2, General Business District, which according to SCC section 18.60.070(3)(a), living and/or sleeping quarters in detached accessory buildings and on the ground and basement levels of main buildings may be permitted on review;

D. The request was evaluated using the criteria established in SCC section 18.60.070(3) as a guide;

E. The Staunton Planning Commission conducted a public hearing concerning the Project, after notice and advertisement as required by law on March 16, 2023;

F. The Staunton Planning Commission considered and recommended approval of the Owner's application for the Project at its March 16, 2023 meeting;

G. Upon consideration of the Staunton Planning Commission's recommendation, the City staff briefing, comments received at the public hearing, as well as the factors set forth within Section 18.60.070 and Chapter 18.210 of the SCC, Staunton City Council finds and determines that granting the proposed Special Use would serve the public necessity, convenience, general welfare and good zoning practice; and

H. These recitals are an integral part of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Staunton, Virginia that a Special Use Permit is hereby granted to allow the Project to be established on the Property, subject to the following conditions:

1. The ground floor of the structure shall be used for only one residential unit.
2. The unit must be accessed from the rear of the building.

3. The portion of the ground floor facing W. Johnson Street must continue to be used for commercial purposes.

Introduced: April 13, 2023

Adopted: April 13, 2023

Effective: April 13, 2023

Stephen W. Claffey, Mayor

Attest: Kiley A. Kesecker, Clerk of Council

B. Public Hearing and Consideration of a Request by David and Michelle Wise to Rezone a portion of 1007 Seth Drive From R-3, Medium Density Residential Conditional, to I-1, Light Industrial District Conditional

Mr. Rhodes stated that David and Michelle Wise have requested to rezone a 0.957 acre portion of 1007 Seth Drive from R-3, Medium Density Residential District Conditional, to I-1, Light Industrial District Conditional. The applicants own an adjacent business, EZ Self Storage, that they wish to expand onto the property subject to this rezoning request. Storage as a principal use is only permitted in industrial zoning. The property is located on the west side of Seth Drive between EZ Self Storage and the Wingate Apartment complex. The area is a mixed-use area of conditional B-1 Local Business District, I-1 Light Industrial District, and R-3 Medium Density Residential District zonings known as Middlebrook Park. EZ Self Storage was constructed in 2020. In 2022 the owners submitted a site plan for an expansion of the facility. Site Plan approval is pending the outcome of this rezoning request and a subsequent minor plat review.

Mr. Rhodes stated staff has conducted a review of the request and has not identified any issues. A building permit and associated trade permits will be required for the proposed expansion of the storage facility. If the 0.957 acres portion is rezoned, a subdivision plat will be required to divide it from 1007 Seth Drive and add it to the EZ Self Storage property. The applicant proposes the same conditional zoning that already exists for Middlebrook Park. This conditional zoning was approved in 2003 with the Middlebrook Park Development. The proffers include special buffers between zoning districts and special lighting and signage requirements to ensure that the business and industrial uses are compatible with the surrounding low density residential uses along Middlebrook Avenue.

Mayor Claffey asked if Councilmembers had any questions or comments.

Representing the applicant, Daniel Hansen from Balzer & Associates was present to answer questions.

Councilmembers had no further questions or comments.

Mayor Claffey stated the following:

“I will now open the Public Hearing, so if you wish to speak, please approach the podium. We will alternate between individuals physically present and those that have their hands raised via the Zoom platform.”

The public hearing was opened.

With there being no one wishing to speak, the public hearing was closed.

Ms. Edwards moved that Council adopt the ordinance and approve the conditional rezoning as recommended by the Planning Commission.

The motion was seconded by Mr. Arrowood and carried as follows:

Ms. Edwards	aye	Ms. Woods	aye
Mr. Robertson	aye	Vice Mayor Darby	aye
Mr. Holmes	aye	Mayor Claffey	aye
Mr. Arrowood	aye		

Ordinance No. 2023- 12

AN ORDINANCE REZONING FROM R-3, MEDIUM DENSITY RESIDENTIAL DISTRICT CONDITONAL, TO I-1, LIGHT INDUSTRIAL DISTRICT CONDITIONAL, A PORTION OF THAT CERTAIN TRACT OR PARCEL OF LAND LOCATED AT 1007 SETH DRIVE (PID 11732), STAUNTON, VIRGINIA

Recitals

A. It appears by deed dated March 16, 2022, recorded in the Clerk’s Office of the Circuit Court of the City of Staunton, Virginia, as Instrument Number 220001359, that Seth Drive Apartments, LLC, acquired from Equity Partners, LLC, what is known by present numbering as 1007 Seth Drive and referenced in the deed as all that certain lot or parcel of land designated as Lot 6, Section 2, Middlebrook Park, with further description provided in the deed, a copy of which is annexed and incorporated herein by reference (Exhibit A);

B. David and Michelle Wise, acting with authorization of the owner, have applied to the City of Staunton for a zoning classification change under the provisions of the Staunton City Code for a 0.957 acre portion of 1007 Seth Drive (Parcel Identification Number 11732), from R-3, Medium Density Residential District Conditional, to I-1, Light Industrial District Conditional with proffers offered by the applicant and being the same conditional zoning adopted for Middlebrook Park and incorporated herein by reference (Exhibit B);

C. The proposed conditional rezoning is consistent with the provisions of SCC 18.215.060(1) and is necessary due to substantially changed conditions in the Middlebrook Park mixed use development because of the increase in demand for industrial zoned land in the area;

273
274 **D.** The Planning Commission of the City of Staunton, after study and review, has
275 properly heard the matter and recommended approval;

276
277 **E.** This matter has been properly advertised, heard, and considered; and

278
279 **F.** These recitals are an integral part of this ordinance.
280

281 **NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Staunton, Virginia, that
282 the property known as 1007 Seth Drive (Parcel Identification Number 11732), in the City of
283 Staunton, Virginia, is **HEREBY REZONED** from R-3, Medium Density Residential District
284 Conditional, to I-1, Light Industrial District Conditional, on the basis that the rezoning would serve
285 the interests of public necessity, convenience, general welfare, and good zoning practice, subject
286 to the following onsite proffers as proposed by the applicant:
287

288 **1-1 LIGHT INDUSTRIAL DISTRICT-CONDITIONAL**
289

290 **A. GENERAL DESCRIPTION:**

291 The 1-1 Light Industrial District-Conditional is intended to permit industrial development where
292 the use and its operation do not directly adversely affect nearby residential, and business uses. The
293 district regulations are designed to allow a wide range of industrial activities subject to limitations
294 designed to protect nearby residential and business districts.
295

296 **B. USES PERMITTED:**
297

298 1. A retail or service use only when it directly serves or is auxiliary to the needs of industrial
299 plants or employees thereof.
300

301 2. Sleeping facilities required by caretaker or night watchman employed on the premises shall
302 be permitted in the 1-1 Planned Industrial District.
303

304 3. Outdoor storage facilities for building materials, sand, gravel, stone, lumber open storage
305 of construction contractor's equipment, supplies, and manufactured goods.
306

307 4. Offices, business or professional.
308

309 5. The following uses when conducted within a completely enclosed building:
310

311 (a) The manufacture, compounding, processing, packaging, or treatment of such products as
312 bakery goods, candy, cosmetics, dairy products, drugs, perfumes, pharmaceuticals, perfumed toilet
313 soap, toiletries, and food products.
314

315 (b) The manufacture, compounding, assembling or treatment of articles of merchandise from
316 the following previously prepared materials; aluminum, bone, cellophane, canvas, cloth, cork,
317 feathers, felt, fiber, fur, glass, hair, horn, leather, paper, plastics, precious or semi-precious metals

or stones, shell, rubber, textiles, tin, iron, steel, wood (excluding sawmill), yam, and paint not involving a boiling process.

(c) The manufacturer of pottery and figurines or other similar (glass,) ceramic products, using only previously pulverized clay, and kilns fired only by electricity or gas.

(d) The manufacture and maintenance of electric and neon signs, commercial advertising structures, light sheet metal products, including heating and ventilating ducts and equipment, cornices, eaves, and the like.

(e) The manufacture of musical instruments, toys, novelties, and rubber and metal stamps.

(f) The manufacture of technical, computerized. Laser, radio and electronic products.

(g) Auction house, except for sale of livestock.

(h) Machine shop and Blacksmith shop.

(i) Wholesale or warehouse enterprise.

(j) Veterinary establishments, provided that all animals shall be kept inside soundproof air-conditioned buildings.

6. Buildings, structures, and uses accessory and customarily incidental to any of the above uses.

C. AREA REGULATIONS:

The following requirements shall apply to all uses permitted in this district:

1. Front Yard: All buildings shall setback from all street right-of way lines not less than thirty-five (35) feet.
2. Side Yard: No building shall be located closer than fifteen (15) feet to a side lot line, unless said side lot line abuts a Residential or Professional District, in which case no building shall be located closer than fifty (50) feet to that side lot line.
(50 feet Treed Buffer when abuts Residential)
(25 feet Tree Buffer each side of property line when 1-1, Light Industrial District-Conditional and B-1, Local Business Conditional abuts each other.)
3. Rear Yard: No building shall be located closer than thirty (30) feet to a rear lot line, unless such rear lot line abuts a Residential or Professional District, in which case no building shall be located closer than fifty (50) feet to that rear lot line.
(50 feet with Treed Buffer when abuts Residential)
(25 feet Tree Buffer each side of property line when 1-1 Light Industrial District-Conditional and B-1, Local Business Conditional abuts each other.)

- 364 4. Coverage: Main and accessory buildings and off-street parking, drives, access roads,
365 service areas and loading facilities shall not cover more than seventy- five (75) percent of
366 the lot area.
367
- 368 5. Buffer Zone: Setback areas shall act as a buffer between adjacent residential and business
369 uses. They shall be fully landscaped and maintained with grass, trees and shrubbery of
370 sufficient height and density to serve as a screen between the 1-1 Light Industrial District-
371 Conditional Zone and other zones. The buffer zone shall not constitute a site-distance
372 obstruction at street intersections. The buffer zone shall be considered as part of the lot area
373 but shall not be used for any business purpose such as buildings, parking lots, area, or any
374 accessory use. The buffer zone, upon completion of the development of any project, shall
375 be at or near the same grade or plane which existed prior to the development of the 1-1
376 Light Industrial District- Conditional property, unless otherwise expressly reviewed and
377 approved by the Planning Commission and by City Council. These restrictions shall not
378 apply to that portion of the lot fronting on the major thoroughfares, however all other
379 required landscaping shall apply.
380

381 **D. HEIGHT REGULATIONS:**
382

383 No building or structure shall exceed four (4) stories or forty-five (45) feet in height, except as
384 hereinafter provided in Article V, Section 3.
385

386 **E. MINIMUM OFF-STREET PARKING AND LOADING REQUIREMENTS:**
387

388 As regulated in Article V, Sections 5 and 7.
389

390 **F. SIGNAGE:**
391

392 The requirements of Article V, Section 8 Signs, Billboards and Other Advertising
393

394 Structures, shall apply with the following exceptions:
395

- 396 1. Each parcel of property occupied by a building shall be permitted on freestanding sign, whose
397 size shall not exceed thirty-six (36) square feet on each face.
398
- 399 2. Freestanding signs shall be mounted on bases a maximum of three feet high. If the specific
400 location of the sign requires a base of more than three feet to provide adequate visibility, the
401 Planning Commission may approve a taller base. No freestanding sign shall exceed fifteen
402 (15) feet in height from grade.
403
- 404 3. Location of signs.
405
- 406 (a) If the nearest point of a freestanding sign is located within five feet of the street right-of-way,
407 its location must be approved by the City's Director of Public Works, or his designee, who
408 will evaluate the location for site line and other traffic safety considerations.
409

- 410 (b) Flat wall signs are allowed and can project beyond the surface of the building for no more than
411 twelve (12) inches and shall be no more than thirty-six (36) square feet in size.
412
- 413 (c) No signs can project above the roofline of the building.
414
- 415 4. Illumination: Only external illumination of exterior is permitted, but in accordance with the
416 restrictions set forth below:
417
- 418 (a) The light from any illuminated sign shall be so shaded, shielded, or directed that the light
419 intensity or brightness will not be objectionable to the surrounding area.
420
- 421 (b) No sign shall have blinking, flashing, or fluttering lights or any other illumination device that
422 has a changing light intensity, brightness, or color. Beacon lights shall not be permitted.
423
- 424 (c) No color lights shall be used for exterior signage, except that lightning showing through the
425 signage material.
426
- 427 (d) Neither direct nor reflected light from primary light sources shall create a traffic hazard to
428 operators or motor vehicles on public thoroughfares.
429
- 430 (e) No exposed reflective bulb, strobe light, or incandescent lamp that exceeds fifteen (15) watts
431 shall be used on the exterior surface of any sign so as to expose the face of the bulb, light, or
432 lamp to any public street or adjacent property.
433
- 434 (f) Awnings must not be illuminated.
435
- 436 5. Materials and colors used in signs and their support structures should reflect and be harmonious
437 with the building served by the sign.
438

439 **G. UTILITY LINES UNDERGROUND:**
440

441 All utility lines such as electric, telephone, CATV or other similar lines shall be installed
442 underground in the Corridor Overlay District. This requirement shall apply to lines serving
443
444 individual sites as well as to utility lines necessary within the project. All junction and access
445 boxes shall be screened with appropriate landscaping. All utility pad fixtures and meters should
446 be shown on the site plan. The necessity of utility connections, meter boxes, etc., should be
447 recognized and integrated with the architectural elements of the site plan.
448

449 **H. EXTERIOR LIGHTING:**
450

- 451 1. Lighting should be of uniform style for each project site.
452
- 453 2. Lighting should be contained within the site and designed to limit spillover and minimize
454 the amount of light that is directed to the sky.
455

3. Light poles shall not exceed twenty-four (24) feet in height.

I. DRIVEWAYS AND PARKING AREAS:

1. Parking lot layouts shall respond to the topographic characteristics of the site.
2. The number of access points to parking lots from a street will be minimized and shall relate to other existing curb cuts whenever possible.
3. Parking lots will be interconnected on adjacent parcels whenever possible.
4. Parking lots shall not dominate the image of a site.
5. Pedestrian access from the sidewalk into individual project sites, as well as within sites and between sites shall be provided.

J. SCREENING OF OUTDOOR STORAGE:

Outdoor storage facilities and areas shall be screened by a minimum seven (7) foot tall obscuring fence, wall or mass plantings and designed in such a way as to contribute to the orderly appearance of the district.

K. USES PROHIBITED:

The following uses are prohibited:

1. Abattoirs or slaughterhouses.
2. Acid manufacture.
3. Automobile assembling, painting, upholstering, rebuilding, reconditioning, body, and fender works, truck repairing and overhauling, tire re-treading or re-capping and battery manufacturing.
4. Ammonia, bleaching powder, or chlorine manufacture.
5. Bag cleaning.
6. Batching plants for asphalt and Portland cement concrete.
7. Blast furnace.
8. Boiler works.
9. Brick, tile, or terra cotta manufacture not requiring ovens.

- 502 10. Candle manufacture.
503
504 11. Celluloid manufacture.
505
506 12. Coke ovens.
507
508 13. Crematory or reduction plant.
509
510 14. Creosote treatment or manufacture.
511
512 15. Dextrine, glucose, and starch manufacture.
513
514 16. Disinfectants, cattle dips, exterminators, and insecticides manufacture, not including the
515 compounding of the same.
516
517 17. Distillation of bones.
518
519 18. Dyestuff manufacture.
520
521 19. Fat rendering.
522
523 20. Feed Mills.
524
525 21. Fertilizer manufacture, not including compounding.
526
527 22. Fireworks or explosives manufacture or storage, or the loading of explosives.
528
529 23. Fish smoke curing.
530
531 24. Forge plant.
532
533 25. Foundry casting lightweight nonferrous metal not causing noxious fumes or odors.
534
535 26. Freightage or trucking yard or terminal.
536
537 27. Fuel manufacture.
538
539 28. Gas (illumination or heating) manufacture or storage in excess of one thousand cubic feet.
540
541 29. Gelatin, glue, or size manufacture or process involving recovery from fish or animal
542 material.
543
544 30. Glass manufacture.
545
546 31. Gunpowder manufacture or storage.
547

- 548 32. Hotels and similar inhabitable places.
549
550 33. Incineration or reduction of garbage, dead animals, outfall, or refuse other than by an
551 authorized public agency.
552
553 34. Iron, steel, brass, or copper works or foundry.
554
555 35. Lampblack manufacture.
556
557 36. Lime, gypsum, cement, asphalt or plaster of Paris manufacture.
558
559 37. Livestock market, auction or sales pavilion.
560
561 38. Match manufacture.
562
563 39. Oil, paint, turpentine, or varnish manufacture.
564
565 40. Ore reduction.
566
567 41. Planing mill.
568
569 42. Potash or washing soda manufacture.
570
571 43. Public Utility service yard or electrical receiving or transforming station.
572
573 44. Pulp mills.
574
575 45. Petroleum products, refining, or storage.
576
577 46. Printing ink manufacture.
578
579 47. Propylene plastics or celluloid manufacture, or explosive or inflammable cellulose or
580 propylene products manufacture.
581
582 48. Rendering plant or other comparable processing of fish or animal material.
583
584 49. Residential Use.
585
586 50. Rolling manufacture.
587
588 51. Sale, storage and sorting of junk, waste, discarded or salvaged materials, machinery, or
589 equipment, but not including processing.
590
591 52. Salt works.
592
593 53. Sawmill.

- 594
595 54. Smelting or refining of metals.
596
597 55. Soap manufacture.
598
599 56. Sulfurous, sulfuric, nitric, or hydrochloric, or other corrosive or offensive acid manufacture
600 or their use except as accessory to a permitted industry,
601
602 57. Stockyards.
603
604 58. Shoe polish manufacture.
605
606 59. Tanning, curing, or storage of raw hides or skins, or leather dressing or coloring.
607
608 60. Tar distillation or manufacture.
609
610 61. Tire recapping or retreading.
611
612 62. Tar roofing or waterproofing manufacture.
613
614 63. Wool pulling or scouring.
615

616 **L. USES PERMITTED ONREVIEW:**

617
618 The uses permitted in the B-1 Local Business District.

619
620 Introduced: April 13, 2023
621 Adopted: April 13, 2023
622 Effective Date: April 13, 2023
623

624
625
626 _____
Stephen W. Claffey, Mayor

627
628 _____
Kiley A. Kesecker, Clerk of Council

629 **C. Public Hearing and Consideration of an Amendment to Staunton City Code (SCC)**
630 **Sections 18.55, B-1, Local Business District, and 18.75, I-1, Light Industrial District,**
631 **and 18.10 Definitions, of Title 18, Zoning, to Allow Pet Boarding Facilities in all**
632 **Business and Industrial Districts**

633 Mr. Rhodes stated that Kalem Hillman has requested an amendment to the Staunton Zoning Code
634 allowing pet boarding facilities. After consideration of the request, staff suggested that the use be
635 limited to business and industrial districts. Mr. Hillman has applied for the text amendment and
636 has been working with Planning and Zoning Staff to finalize the draft language. At its February
637 16, 2023 meeting, Planning Commission gave authorization to proceed with the zoning text
638 amendment. The City Attorney and Police Department Animal Control Officers have reviewed the
639 draft amendment.

If approved, pet boarding facilities would be a permitted use in B-1, Local Business, B-2, General Business, I-1, Light Industrial, and I-2, Heavy Industrial Districts. The proposed amendment establishes a basic framework within which pet boarding facilities can operate. This includes minimum standards to protect the surrounding area from noise and smell, and references the requirements within the Code of Virginia for Pet Boarding Establishments and Groomers

Applicant Kalem Hillman was present to answer questions.

Mayor Claffey asked if Councilmembers had any questions or comments.

Ms. Edwards asked if boarding facilities are subject to regular inspection. Mr. Hillman stated that there are regular state inspections of such facilities.

Councilmembers had no questions or comments.

Mayor Claffey stated the following:

“I will now open the Public Hearing, so if you wish to speak, please approach the podium. We will alternate between individuals physically present and those that have their hands raised via the Zoom platform.”

The public hearing was opened.

With there being no one wishing to speak, the public hearing was closed.

Mr. Holmes moved that Council adopt the ordinance and approve the amendment as recommended by the Planning Commission.

The motion was seconded by Ms. Edwards and carried as follows:

Ms. Woods	aye	Ms. Edwards	aye
Mr. Robertson	aye	Vice Mayor Darby	aye
Mr. Holmes	aye	Mayor Claffey	aye
Mr. Arrowood	aye		

Ordinance No. 2023-13

**AN ORDINANCE AMENDING
SECTION 18.55.020, USES PERMITTED,
OF CHAPTER 18.55, B-1, LOCAL BUSINESS DISTRICT,
AND SECTION 18.75.020, USES PERMITTED,
OF CHAPTER 18.75, I-1, LIGHT INDUSTRIAL DISTRICT,
OF TITLE 18, ZONING, OF THE STAUNTON CITY CODE
TO ALLOW PET BOARDING FACILITIES IN THE B-1, LOCAL BUSINESS
DISTRICT, AND THE I-1, LIGHT INDUSTRIAL DISTRICT,**

686 **AND AMENDING SECTION 18.10.160 “O” DEFINITIONS,**
687 **OF CHAPTER 18.10 DEFINITIONS**
688 **OF TITLE 18, ZONING, OF THE STAUNTON CITY CODE**
689 **TO ADD A DEFINITION FOR “OUTDOOR PET RUN”**

690 **AND**

691 **AMENDING SECTION 18.10.170 “P” DEFINITIONS, OF CHAPTER 18.10**
692 **DEFINITIONS**
693 **OF TITLE 18, ZONING, OF THE STAUNTON CITY CODE**
694 **TO ADD A DEFINITION FOR “PET BOARDING FACILITY”**

695 **Recitals**

696
697
698 **A.** Kalem Hillman has requested a zoning text amendment to allow Pet Boarding
699 Facilities in B-1, Local Business Districts, B-2, General Business Districts, I-1, Light Industrial
700 Districts, and I-2, Heavy Industrial Districts;

701
702 **B.** City Staff has determined that a text amendment should be made and that Chapters
703 18.55, B-1, Local Business District, and 18.75, I-1, Light Industrial District, of the Zoning
704 Title of the Staunton City Code should be amended to allow pet owning citizens the
705 convenience of boarding their pets;

706
707 **C.** The Staunton Zoning Code is cumulative therefore any use permitted by-right in B-
708 1, will also be permitted by-right in B-2, likewise any use permitted by-right in I-1, will also
709 be permitted by-right in I-2;

710
711 **D.** The criteria established in SCC 18.215.060 was used to evaluate the request and
712 the amendment was found to be consistent with the provisions;

713
714 **E.** The Planning Commission of the City of Staunton, after study and review, has
715 properly heard the matter and recommended approval of the text amendments;

716
717 **F.** This matter has been properly advertised, heard, and considered; and

718
719 **G.** These recitals are an integral part of this ordinance.

720
721 **NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Staunton, Virginia,
722 that Chapters 18.55, B-1, Local Business District, Chapter 18.75, I-1, Light Industrial District, and
723 Chapter 18.10, Definitions, of Title 18, Zoning, of the Staunton City Code, are **HEREBY**
724 **AMENDED, RESTATED, AND REORDAINED** as follows:

725
726
727 **Chapter 18.10**
728 **DEFINITIONS**

729
730 **18.10.160 “O” definitions.**
731

“Outdoor pet run” means a fenced area allowing an animal freedom of movement and exercise off-leash.

18.10.170 “P” definitions.

“Pet boarding facility” means any lot or premises, or portion thereof, designed or used for the boarding and/or daycare of dogs, cats, or other household domestic animals.

Chapter 18.55

B-1 LOCAL BUSINESS DISTRICT

Sections:

- 18.55.010 General description.
- 18.55.020 Uses permitted.
- 18.55.030 Area regulations.
- 18.55.040 Height regulations.
- 18.55.050 Off-street parking.
- 18.55.060 Uses permitted on review.

18.55.010 General description.

These districts are composed of land and structures occupied by or suitable for furnishing the retail goods, such as groceries and drugs, and the services, such as barbering and shoe repairing, to satisfy the daily household needs of the surrounding residential neighborhoods. Often located on one or more thoroughfares, these districts are small and are within convenient walking distance of most of the areas they will serve. The district regulations are designed to permit the development of the districts for their purpose and to protect the abutting and surrounding residential areas by requiring certain minimum yard and area standards to be met, standards that are comparable to those called for in residence districts. It is intended that additional local business districts will be created, in accordance with the amendment procedure set forth herein, as they are needed to serve new residential areas.

18.55.020 Uses permitted.

The following uses shall be permitted in the B-1 local business district:

(1) Living and/or sleeping quarters shall be a permitted use when constructed above the ground and basement floors. No living and/or sleeping quarters shall be permitted in any detached accessory building or structure on the same lot to the rear of any other building.

(2) Auction houses.

(3) Veterinary establishments; provided, that all animals shall be kept inside sound proof air-conditioned buildings.

(4) Banks.

- 777 (5) Bakeries employing not more than five persons and when products are sold only at retail on
778 the premises.
779
- 780 (6) Barbershops, beauty parlors, chiropody, massages, or similar personal service shops.
781
- 782 (7) Catering and delicatessen business.
783
- 784 (8) Churches.
785
- 786 (9) Clubs and lodges.
787 (10) Custom dressmaking, millinery, tailoring or similar retail trades employing not more than five
788 persons on the premises.
789
- 790 (11) Drugstore.
791
- 792 (12) Automobile service establishments including gasoline service stations and automatic car-
793 washing establishments.
794
- 795 (13) Eating and drinking establishments.
796
- 797 (14) Food stores, fruit or vegetable stands.
798
- 799 (15) Funeral homes.
800
- 801 (16) Garden centers, greenhouses, and nurseries.
802
- 803 (17) Laundry and/or cleaning pick-up station, or self-service laundry and dry cleaning.
804
- 805 (18) Milk distribution stations, but not involving any bottling on the premises.
806
- 807 (19) Monument sales.
808
- 809 (20) Motels, motor courts and hotels.
810
- 811 (21) Offices, business or professional only.
812
- 813 (22) Personal or business service establishments.
814
- 815 (23) Pet shops.
816
- 817 (24) Public buildings and ground other than elementary and high schools.
818
- 819 (25) Prefabricated and shell house sales.
820
- 821 (26) Restaurants, tea rooms, drive-in eating stands.
822

(27) Shops for repair of bicycles, shoes, watches, locks, electrical equipment, or other similar commodities employing not more than five persons on the premises and not involving the conduct of any manufacturing on the premises.

(28) Accessory buildings and uses customarily incidental to permitted uses not otherwise prohibited in this district which comply with Chapter 18.110 SCC.

(29) No wholesale or jobbing shall be carried on, and no merchandise shall be stored other than that to be sold at retail on the premises; provided, further, that not more than 30 percent of the floor area of any building shall be devoted to reserve stock storage purposes incidental to such primary use.

(30) Open storage uses which shall comply with the following provisions:

(a) All open storage and display of merchandise, material, and equipment shall be screened by adequate ornamental fencing or evergreen planting at the side and rear of the lot on which said open storage or display occurs; provided, however, that screening shall not be required in excess of seven feet in height.

(b) All of the lot used for parking of vehicles, for the storage and display of merchandise, and all driveways used for vehicle ingress and egress shall be constructed and maintained in such a manner that no dust will be produced by continued use.

(c) All servicing of vehicles carried on as an incidental part of the sales operation shall be conducted within a completely enclosed building.

(d) Outdoor lighting, when provided, shall have an arrangement of reflectors and an intensity of lighting which will not interfere with adjacent land uses or the use of adjacent streets, and shall not be of a flashing or intermittent type.

(31) Stores or shops for the conduct of retail business which do not maintain gasoline dispensing services.

(32) Name plate and sign, as regulated in Chapter 18.140 SCC.

(33) Amusement and recreation establishments except open-air drive-in theaters.

(34) Stores for the conduct of retail business which are not gasoline service stations but which do maintain gasoline dispensing services incidental to their primary business provided they meet the requirements of Chapter 18.145 SCC.

(35) Elementary or high schools, public or private. Living or sleeping quarters shall be permitted in the same building with the school use.

(36) Colleges or universities, public or private.

(37) Co-location of telecommunication antenna and related equipment as regulated in SCC 18.185.020(4).

(38) Pet boarding facility.

- a) All pet boarding facilities must be reasonably soundproofed from neighboring residential and commercial uses.
 - b) No breeding, buying, or renting of any animal. No animals under four (4) months old are allowed on the premises.
 - c) All areas used by animals shall be adequately fenced so as to prevent their escape and provide screening for adjacent properties as approved by the Zoning Administrator or designee.
 - d) All animal waste and run-off discharge containing animal waste shall be captured and disposed of in a manner that controls odors and protects the environment. No on-site composting of animal waste.
 - e) All kennels and outdoor pet runs shall be subject to the following setback requirements
 - a. Residential use in a building: 100 feet
 - b. Residential zoning district: 200 feet
- For the purpose of this section, measurement of the setback requirements shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of an existing dwelling unit or residential district boundary to the nearest portion of the kennel or fenced play area.
- f) Outdoor exercise areas, outdoor pet runs, or yards, when provided for training or exercising, shall be restricted to the hours of 8 a.m. to 8 p.m.
 - g) The comprehensive care for animals in a pet boarding facility must comply with the Code of Virginia, Title 3.2, Chapter 65, Article 4, Boarding Establishments and Groomers. **§ 3.2-6518**
 - h) All new pet boarding facilities shall be subject to review and approval by the Zoning Administrator, pursuant to the provisions of this section.
 - i) All pet boarding facilities shall comply with all applicable provisions of SCC 6.10.180.

I-1 LIGHT INDUSTRIAL DISTRICT

Sections:

- 18.75.010 General description.
- 18.75.020 Uses permitted.
- 18.75.030 Area regulations.
- 18.75.040 Uses permitted on review.
- 18.75.050 Height regulations.
- 18.75.060 Minimum off-street parking and loading requirements.
- 18.75.070 Landscaping and screening.
- 18.75.080 Minimum distance for building construction from any residential or professional district.
- 18.75.090 Uses permitted on review.

18.75.010 General description.

These districts are composed of land and structures used for light manufacturing or wholesaling, or suitable for such uses, where the use and its operation do not directly adversely affect nearby residential and business uses. These districts are usually separated from residential areas by business areas or by natural barriers. The district regulations are designed to allow a wide range of industrial activities subject to limitations designed to protect nearby residential and business districts.

18.75.020 Uses permitted.

Property and buildings in the I-1 light industrial district shall be used only for the following purposes:

(1) A retail or service use only when it directly serves or is auxiliary to the needs of industrial plants or employees thereof or when it is an adult business, which use shall be permitted solely in an I-1 light industrial zoning district.

(2) No residential use, except sleeping facilities required by caretaker or night watchman employed on the premises shall be permitted in the I-1 light industrial district.

(3) Any of the following uses:

(a) Business sign as regulated in Chapter 18.140 SCC.

(b) Building material sales yard and lumber yard, including the sale of rock, sand, gravel, and the like as an incidental part of the main business, but not including a concrete batch plant or a transit plant.

(c) Contractor's equipment storage yard or plant, or rental of equipment commonly used by contractors.

(d) Freighting or trucking yard or terminal.

(e) Outdoor storage facilities for coal, coke, building materials, sand, gravel, stone, lumber; open storage of construction contractor's equipment and supplies shall be screened by seven foot obscuring fence, wall, or mass plantings, or otherwise so located as not to be obnoxious to the orderly appearance of the district.

(f) Public utility service yard or electrical receiving or transforming station.

(g) Auction house, except for sale of livestock.

(h) Tire recapping or retreading.

(i) Co-location of telecommunication antenna and related equipment as regulated in SCC 18.185.020(4).

(4) Adult Businesses. In addition to all other requirements, any adult business shall be permitted solely in an I-1 light industrial zoning district and conform to the following requirements:

(a) The business shall be located at least 500 feet away from any residential or agricultural-forestal zoning district, and at least 500 feet from the property line of any land used for any of the following:

(j) A dwelling;

(ii) A nursing home, assisted living facility, or similar institution;

(iii) An adult day care center;

(iv) A child day care center;

(v) A public or private school, college or university;

(vi) A public park;

(vii) A public or private library, museum or cultural center;

(viii) A church or other place of worship;

(ix) A hotel, motel or boardinghouse; and

(x) Any other adult business.

(b) Adult merchandise shall not be visible from any point outside the establishment.

- 1007 (c) Signs or attention-getting devices for the business shall not contain any words or graphics
1008 depicting, describing or relating to specified sexual activities or specified anatomical areas,
1009 as defined in SCC 5.40.010.
1010
- 1011 (d) The business shall not begin service to the public or any outside activity before 7:00 a.m.
1012 local time. Hours of operation for any adult movie theater, adult nightclub or other business
1013 providing adult entertainment shall not extend after 1:00 a.m. local time. Hours of
1014 operation for any adult bookstore, adult video store, adult model studio, adult store or any
1015 other adult business except an adult motel shall not extend after 12:00 midnight local time.
1016
- 1017 (e) In any adult business other than an adult motel or adult movie theater, there shall be no
1018 viewing of videotapes, computer disks, CD-ROMs, DVD-ROMs, virtual reality devices,
1019 Internet sites or files transmitted over the Internet, or similar media characterized by an
1020 emphasis on matter depicting, describing or relating to specified sexual activities or
1021 specified anatomical areas, as defined in SCC 5.40.010, while on the premises.
1022
- 1023 (f) Adult merchandise shall be located in a conspicuously marked separate room or other area
1024 inaccessible to persons under 18 years of age with the room configured so that it remains
1025 open to plain view at all times.
1026
- 1027 (g) The interior of the enclosed premises shall be equipped with overhead lighting fixtures that
1028 at all times illuminate every place patrons are permitted access with an illumination of not
1029 less than two-foot candles measured at floor level.
1030
- 1031 (h) Wide angle mirrors must be used to provide the manager with continuous monitoring of all
1032 areas of the establishment.
1033
- 1034 (i) All owners, operators, managers, employees, associates and entertainers shall be at least
1035 18 years of age.
1036
- 1037 (j) The owner or operator shall operate and maintain a security camera and videotape or digital
1038 file system designed and installed by a private security service business licensed by the
1039 commonwealth of Virginia. Surveillance cameras shall continuously monitor and record
1040 images of all entrances, exits, parking areas and all areas of the establishment where the
1041 adult business is conducted, except for the sleeping rooms of an adult motel. Such cameras
1042 shall provide clear imagery of the establishment's premises, patrons and their vehicles and
1043 of any vehicles otherwise entering the premises. Videotapes or digital file systems
1044 recording activities in the areas under surveillance shall be preserved for a period of not
1045 less than four months. Authorized representatives of the Staunton police or the Staunton
1046 planning department shall have prompt access to recovery and possession or a complete
1047 and accurate copy of such videotapes or digital files upon request.
1048
- 1049 (k) The owner or operator shall provide adequate lighting for all entrances, exits and off-street
1050 parking areas serving the adult business, and all areas of the establishment where the adult
1051 business is conducted, except for the private rooms of an adult motel or the movie viewing
1052 areas in an adult movie theater. "Adequate lighting" means sufficient lighting for clear

visual and security camera surveillance and recording of all images on the premises at all times one hour before dusk and one hour after dawn.

Unless otherwise defined or required by the context, terms used in this section relating to adult businesses shall have the same meaning as defined in SCC 5.40.010.

If any of the provisions of any subsection, paragraph, subdivision or clause of this section shall be judged invalid by a court of competent jurisdiction, such order or judgment shall not affect or invalidate the remainder of any subsection, paragraph, subdivision or clause of this section.

Nothing in the provisions of this subsection shall be applied, construed or interpreted in any way as prohibiting or limiting the prosecution of alleged violation of any obscenity or child pornography laws.

(5) The following uses when conducted within a completely enclosed building:

- (a) The manufacture, compounding, processing, packaging, or treatment of such products as bakery goods, candy, cosmetics, dairy products, drugs, perfumes, pharmaceuticals, perfumed toilet soap, toiletries, and food products.
- (b) The manufacture, compounding, assembling or treatment of articles of merchandise from the following previously prepared materials: aluminum, bone, cellophane, canvas, cloth, cork, feathers, felt, fiber, fur, glass, hair, horn, leather, paper, plastics, precious or semi-precious metals or stones, shell, rubber, textiles, tin, iron, steel, wood (excluding sawmill), yarn, and paint not involving a boiling process.
- (c) The manufacture of pottery and figurines or other similar ceramic products, using only previously pulverized clay, and kilns fired only by electricity or gas.
- (d) The manufacture and maintenance of electric and neon signs, commercial advertising structures, light sheet metal products, including heating and ventilating ducts and equipment, cornices, eaves, and the like.
- (e) The manufacture of musical instruments, toys, novelties, and rubber and metal stamps.
- (f) Automobile assembling, painting, upholstering, rebuilding, reconditioning, body and fender works, truck repairing and overhauling, tire retreading or recapping, and battery manufacturing.
- (g) The sale, storage, and sorting of junk, waste, discarded or salvaged materials, machinery or equipment, but not including processing.
- (h) Blacksmith shop and machine shop.
- (i) Foundry casting lightweight nonferrous metal not causing noxious fumes or odors.
- (j) Planing mill.

(k) Wholesale or warehouse enterprise.

(6) Buildings, structures, and uses accessory and customarily incidental to any of the above uses.
(7) Business and professional offices not involving on-premises retail or wholesale trade nor the maintenance of a stock of goods for display or sale. This use shall be limited to only fully enclosed buildings constructed prior to September 1, 2019.

(8) Pet boarding facility.

a) All pet boarding facilities must be reasonably soundproofed from neighboring residential and commercial uses.

b) No breeding, buying, or renting of any animal. No animals under four (4) months old are allowed on the premises.

c) All areas used by animals shall be adequately fenced so as to prevent their escape and provide screening for adjacent properties as approved by the Zoning Administrator or designee.

d) All animal waste and run-off discharge containing animal waste shall be captured and disposed of in a manner that controls odors and protects the environment. No on-site composting of animal waste.

e) All kennels and outdoor pet runs shall be subject to the following setback requirements

a. Residential use in a building: 100 feet

b. Residential zoning district: 200 feet

For the purpose of this section, measurement of the setback requirements shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of an existing dwelling unit or residential district boundary to the nearest portion of the kennel or fenced play area.

f) Outdoor exercise areas, outdoor pet runs, or yards, when provided for training or exercising, shall be restricted to the hours of 8 a.m. to 8 p.m.

g) The comprehensive care for animals in a pet boarding facility must comply with the Code of Virginia, Title 3.2, Chapter 65, Article 4, Boarding Establishments and Groomers. § **3.2-6518**

h) All new pet boarding facilities shall be subject to review and approval by the Zoning Administrator, pursuant to the provisions of this section.

i) All pet boarding facilities shall comply with all applicable provisions of SCC 6.10.180.

1145

1146

1147

1148 In all other respects, the provisions of Title 18, Zoning, of the Staunton City Code remain
1149 the same and are hereby restated, confirmed and reordained.

1150

1151 Introduced: April 13, 2023

1152 Adopted: April 13, 2023

1153 Effective Date: April 13, 2023

1154

1155

1156

Stephen W. Claffey, Mayor

1157

ATTEST: _____

1158

Kiley A. Kesecker,

1159

Clerk of Council

1160

1161 **D. Public Hearing of an Ordinance to Establish a Budget for FY 2024 (July 1, 2023—**
1162 **June 30, 2024)**

1163

1164 The City Manager's proposed FY 2024 budget was presented at the regular meeting on March 23,
1165 2023. The FY 2024 budget ordinance was introduced at the same meeting.

1166

1167 Mayor Claffey asked if Councilmembers had any questions or comments.

1168

1169 Councilmembers had no questions or comments.

1170

1171 Mayor Claffey stated the following:

1172

1173 "I will now open the Public Hearing, so if you wish to speak, please approach the podium. We will
1174 alternate between individuals physically present and those that have their hands raised via the
1175 Zoom platform."

1176

1177 The public hearing was opened.

1178

1179 The following citizens spoke in favor of the proposed \$.89 tax rate:

1180

1181 Brenda Mead, 342 Sherwood Avenue

1182

1183 Amanda Campbell, 1013 East Beverley Street

1184

1185 Pamela Wagner, 164 North Coalter Street

1186

1187 Cindy Connors, 106A Skyline Avenue

1188

1189 Dave Metz, 15 North Augusta Street

1190

Louella Hill, 1201 Jackson Street

The following citizens spoke in favor of keeping the current \$.92 tax rate:

Amy Wratchford, 1001 Selma Boulevard

Joann Sacco-Jeter, 221 Sunnyside Street

Thomas Wagner, 164 North Coalter Street

Gretchen Bishop, 220 Institute Street, stated that it should be made clear what services would have to be dropped in order to lower the tax rate.

With there being no one else wishing to speak, the public hearing was closed.

E. Consideration of Council Procedure Memorandum No. 20 – City Council Town Halls

City Attorney John Blair stated that On February 28 and March 1, 2023, the City Council conducted a retreat during which members of Council discussed the possibility of conducting town hall meetings regarding the budget and other matters before Council.

Subsequent to the retreat, Councilors Woods, Robertson, Edwards and Arrowood, Vice Mayor Darby and Mayor Claffey indicated their desire to participate in town hall meetings. The Council discussed this matter at its March 23, 2023 Work Session and requested the City Attorney draft a Procedure Memorandum establishing an official Council policy for town halls.

Mr. Blair continued, stating that proposed City Council Procedure Memorandum No. 20 provides the legal framework for Councilmembers to conduct town hall meetings. It establishes that no more than two Councilmembers may be present at a town hall. It also provides the flexibility for Councilmembers to either establish rules for the town hall or to allow a more free flowing conversation. Finally, it makes clear that no matter what format is chosen, Councilmembers will not discriminate against a participant based solely on the viewpoint that a participant expresses.

Mayor Claffey asked if Councilmembers had any questions or comments.

Councilmembers had no questions or comments.

Ms. Woods moved that the Staunton City Council adopt Council Procedure Memorandum No. 20.

The motion was seconded by Mr. Holmes and carried as follows:

Mr. Arrowood	aye	Mr. Robertson	aye
Ms. Woods	aye	Vice Mayor Darby	aye
Ms. Edwards	aye	Mayor Claffey	aye
Mr. Holmes	aye		

F. Presentation Regarding the City of Staunton Juvenile & Domestic Relations District Court Facility

Staff provided information on the planning process for the creation of a new City of Staunton Juvenile & Domestic Relations District Court facility.

Mr. Blair outlined the legal considerations and timeline. He also described the guidelines for the new building, i.e. security, accessibility and circulation.

Ms. Beauregard presented a full timeline of events involving the courthouse going back several years.

Director of Public Works Jeff Johnston presented an overview of the 10 proposed sites for the new court facility and expanded on the requirements the new site must meet.

Ms. Beauregard concluded the presentation by discussing the next steps in the process as follows:

- Continue review of 12 potential locations, two of which were previously under consideration and are still being explored, 10 are new suggestions.
- If an alternative location that meets the same timeline is identified by City Council, the City will approach the Commonwealth about amending the March 31, 2023 Court Order.
- Continue the design RFP process for the Hardy Lot.
- Develop a long-term financing strategy to fund capital and operating costs associated with J&DR District Court facility.

Mayor Claffey asked if Councilmembers had any questions or comments.

Ms. Edwards asked if there are any legal penalties the city might incur as a result of missing a deadline. Mr. Blair stated that the court order is there, and it certainly has a schedule, but it does provide that the schedule can be extended. It also provides that if the city runs into issues once construction or renovation begins, it can be extended.

Mr. Holmes stated that the Hardy lot is not anyone's first choice, but there are deadlines the city must satisfy.

Mr. Arrowood stated in his view, ideally an existing building would be renovated – councilmembers agreed.

Councilmembers had no further questions or comments.

MATTERS FROM THE CITY MANAGER

Ms. Beauregard stated the recycling center would be closed on May 6 and May 20, and starting on May 11, all regular City Council meetings will begin at 7:00 p.m. She closed by stating that crews will be working throughout the summer to repaint city roads.

MATTERS FROM THE PUBLIC

Mayor Claffey read the following statement:

“This part of City Council’s agenda is entitled matters from the public. It is a time that council sets aside to hear from citizens and others about a wide variety of subjects. A copy of the Staunton City Council’s ‘Matters from the Public’ rules are available in paper form at the Clerk’s desk and online at the City of Staunton webpage. You are asked to familiarize yourself with those rules before commenting. Please come to the podium or begin your call, identify yourself and complete your remarks within five minutes.”

Richard Bolstein, 113 Oak Terrace, asked why the city can’t force the sale of the proposed site on West Beverley Street.

Thomas Wagner, 164 North Coalter Street, stated that building on the Hardy Lot would make grant funding difficult for nonprofits in the downtown area.

Pamela Wagner, 164 North Coalter Street, presented a petition signed by members of Staunton nonprofit organizations opposed to building the courthouse on the Hardy Lot.

Amy Wratchford, 1001 Selma Boulevard, described how she felt the schools were being underfunded.

Suzanne Stannard, 408 Whitehall Avenue, stated opposition to building the court facility on the Hardy Lot.

Mary Miller, 471 Albemarle Avenue, described issues with funding and asked Council to make wise decisions with long term goals.

Elizabeth Respass, no address given, presented a petition signed by those opposed to building the courthouse on the Hardy Lot.

Terah Cox, 110 East Beverley Street, stated opposition to building the court facility on the Hardy Lot.

Brenda Mead, 342 Sherwood Avenue, stated opposition to building the court facility on the Hardy Lot.

1329 Adam Campbell, 206 Meadowbrook Road, stated that information on the courthouse process
1330 should have been made public sooner, and asked if the city has reached out to Mary Baldwin or
1331 Virginia School for the Deaf & Blind.
1332
1333 Perry Swope, 214 E Frederick Street, stated opposition to building the court facility on the Hardy
1334 Lot.
1335
1336 Robin von Seldeneck, 208 Baldwin Drive, stated opposition to building the court facility on the
1337 Hardy Lot.
1338
1339 Randolph Bertin, 211 Hendren Avenue, stated that libraries are in distress around the country, and
1340 thanked Council for their continued support of the library.
1341
1342 Robin Miller, 216 Institute Street, described issues with the Hardy site and volunteered his time to
1343 meet with city staff to share some ideas and work towards a solution.
1344
1345 Brian Dettelbach, 145 North Coalter Street, spoke on behalf of the Temple House of Israel and
1346 stated that he would appreciate Council's reconsideration of the new courthouse location.
1347
1348 Ruth Chodrow, 811 Selma Boulevard, extended an offer to Councilmembers and the public to take
1349 a tour of the Temple House of Israel.
1350
1351 Cindy Connors, 106A Skyline Avenue, stated opposition to building the court facility on the Hardy
1352 Lot.
1353
1354 Larry Sutker, no address given, stated opposition to building the court facility on the Hardy Lot.
1355
1356 Angela Higgs, 112 Sproul Lane, presented a petition signed by Staunton businesses opposed to
1357 building the courthouse on the Hardy Lot.
1358
1359 Lenny Spiker, 142 East Beverley Street, stated opposition to building the court facility on the
1360 Hardy Lot.
1361
1362 Wilson Fauber, 318 Woodmont Drive, stated opposition to building the court facility on the Hardy
1363 Lot.
1364
1365 Johan Westenburg, 940 West Beverley Street, stated opposition to building the court facility on
1366 the Hardy Lot.
1367
1368 Bradley Lyle, 806 High Street, stated opposition to building the court facility on the Hardy Lot.
1369
1370 Susan Boyd, 265 Thornrose Avenue, stated opposition to building the court facility on the Hardy
1371 Lot.
1372

Howard McDowell, 200 North Market Street, stated opposition to building the court facility on the Hardy Lot and suggested that Staunton revert to town status to avoid the need to build a courthouse.

There was no one else wishing to speak.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 10:29 p.m.

Kiley A. Kesecker
Clerk of Council



CITY OF STAUNTON, VIRGINIA

Proclamation

Arbor Day April 28, 2023

- WHEREAS,** in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- WHEREAS,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and
- WHEREAS,** Arbor Day is now observed nationally and globally; and
- WHEREAS,** trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and
- WHEREAS,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and
- WHEREAS,** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and
- WHEREAS,** trees, wherever they are planted, are a source of joy and spiritual renewal; and
- WHEREAS,** the City of Staunton is being honored this year for the 27th time as a “Tree City USA” by the Arbor Day Foundation.

NOW, THEREFORE, BE IT PROCLAIMED, by Staunton City Council, that April 28, 2023, is hereby designated as

Arbor Day

in the City of Staunton, and Council urges the residents of Staunton, the region and communities across the country to celebrate Arbor Day, to support efforts to protect our trees and woodlands and to plant trees to gladden the heart and promote the well-being of this and future generations.

Adopted this 27th day of April, 2023.

STEPHEN W. CLAFFEY, MAYOR

ATTEST: _____
CLERK OF COUNCIL





CITY OF STAUNTON, VIRGINIA

Proclamation

Letter Carriers' *Stamp Out Hunger* Food Drive Day May 13, 2023

- WHEREAS,** every year on the second Saturday in May, letter carriers across the country collect non-perishable food as part of the nation's largest one-day food drive, distributing the donations to local food banks; and
- WHEREAS,** the Letter Carriers' *Stamp Out Hunger* Food Drive is just one example of how letter carriers work to make a difference in the lives of those they serve. Since the pilot drive was held in 1991, more than 1.85 billion pounds of food have been collected; and
- WHEREAS,** we recognize all letter carriers for their hard work and their commitment to their communities. All the food collected in our community stays in our community and we support carriers' efforts to help those in need in our community; and
- WHEREAS,** we also recognize the noteworthy milestone of 31 years that the National Letter Carrier Food Drive celebrates in 2023.

NOW, THEREFORE, BE IT PROCLAIMED by Staunton City Council that May 13, 2023 is hereby designated as

Letter Carriers' *Stamp Out Hunger* Food Drive Day

in the City of Staunton, and we encourage the citizens of our community to support the Letter Carriers' *Stamp Out Hunger* Food Drive by placing non-perishable food items in or near your mailbox on the morning of Food Drive Day. Your letter carrier and volunteers will pick up your donation and together, we can all help to feed our hungry.

Adopted this 27th day of April, 2023.

STEPHEN W. CLAFFEY, MAYOR

ATTEST: _____
CLERK OF COUNCIL



CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	April 27, 2023	John C. Blair, II City Attorney
Item #	A	
Department:	City Attorney	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Areas: Infrastructure Built Environment	
Subject:	Public Hearing and Consideration of Resolution Authorizing a Land Exchange between the City of Staunton and the Commonwealth of Virginia Department of Military Affairs	

Background: In 1955, the Commonwealth of Virginia Department of Military Affairs (or “DMA”) acquired approximately 5 acres within Gypsy Hill Park from the City of Staunton. This parcel is now the site of the Thomas D. Howie Armory and headquarters of the 116th Infantry Brigade Combat Team of the Virginia Army National Guard.

In the years since DMA’s property acquisition, both the City and the DMA have constructed improvements upon or have been accustomed to the use of certain areas, which bisect the property lines or encroach upon the property of the other. While some of these areas are reflected by existing recorded easements, others are not, or are not accurately depicted in recorded plats.

To remedy this, the City and the DMA desire to adjust the boundary lines accordingly to reflect the current and actual property use and establish up-to-date easements. A plat has been prepared by Hurt & Proffitt, at the request of the Department of General Services of the Commonwealth of Virginia, on behalf of the DMA, and is included in the agenda packet.

The plat adjusts the boundary lines so as to convey a combined 1.077 acres in two parcels from the City to the DMA, and also to convey a combined 1.170 acres in two other parcels from the DMA to the City.

The plat also depicts the establishment of the following easements:

- 1) a 20' water line easement, centered on the City's existing water lines which traverse the DMA property, that are not included in existing easements;
- 2) a second water line easement, for the City's existing spring water line traversing the southern corner of the DMA property; and
- 3) a vehicular and pedestrian easement for the section of existing paved area connecting Deaver Road and 116th Regimental Road.

The proposed transaction is further described in the attached resolution, which includes non-executed copies of the following:

- Exhibit A – Plat, as mentioned above;
- Exhibit B – Quitclaim Deed and Deed of Confirmation of Boundary, which effectively executes the land exchange;
- Exhibit C – Deed of Easement, which establishes for the two new water line easements and the vehicular and pedestrian easement.

Approval of the resolution is required before the proposed plat and deeds can be recorded, and will be referenced therein.

There is also a public hearing, that was property advertised, scheduled for April 27, 2023.

Attachments:

Attachment 1--*The News Leader* Ad Notice
Attachment 2--Proposed Resolution
Attachment 3--Boundary Line Adjustment Plat
Attachment 4--Quitclaim Deed
Attachment 5--Deed of Easement

City Manager's Recommendation: Recommend adoption of the proposed resolution, as presented.

Suggested Motion: I move that City Council adopt the proposed resolution authorizing a boundary line adjustment between tax map parcel ID#9164, owned by the Commonwealth of Virginia Department of Military Affairs, and Tax Map Parcel ID#9115, owned by the City of Staunton; and as pursuant to the terms of the proposed deeds included as Exhibits therein.

City Manager: Leslie Beauregard

The News Leader

Classified Ad Receipt (For Info Only - NOT A BILL)

Customer: STAUNTON CITY OF

Ad No.: 0005642684

Address: 116 W BEVERLEY ST
STAUNTON VA 24401
USA

Pymt Method Invoice

Net Amount \$628.08

Run Times: 2

No. of Affidavits: 1

Run Dates: 04/12/23, 04/19/23

Text of Ad:

**CITY OF STAUNTON
NOTICE OF INTENT AND PUBLIC HEARING
REGARDING
A BOUNDARY LINE ADJUSTMENT BETWEEN TAX MAP PARCEL ID
#9164, OWNED BY THE COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF MILITARY AFFAIRS,
AND
TAX MAP PARCEL ID #9115, OWNED BY THE CITY OF STAUNTON,
VIRGINIA**

A public hearing will be held during the regular meeting of Staunton City Council at **7:30 p.m.** on **Thursday, April 27, 2023**, in the Rita S. Wilson Council Chambers, located on the first floor of City Hall, 116 West Beverley Street, Staunton, Virginia, for the purpose of considering a resolution to authorize a boundary line adjustment between property owned by the Commonwealth of Virginia, Department of Military Affairs and the City of Staunton. The proposed boundary line adjustment is authorized by, among other considerations, Virginia Code Section 15.2-1800.

A copy of the proposed resolution and accompanying plat and deeds are available for inspection during normal working hours at the office of the Clerk of Council and at the office of the City Manager located in City Hall. It also will be part of the Council's meeting agenda material posted at <https://www.ci.staunton.va.us/agendas-minutes>

All persons wishing to be heard at the public hearings are invited to attend. The public may also participate in the public hearings by Zoom, or by phone. Specific instructions to participate by Zoom or by phone can be found at: <https://www.ci.staunton.va.us/government/city-council/access-city-council-meetings>. Those interested in listening to the meeting may do so via live stream from the City's website or by listening to the public access television Channel (Comcast Channel 7). Hearing impaired persons desiring to participate in the public hearings should contact the Clerk of Council by email at ke-seckerka@ci.staunton.va.us to request an interpreter.

Kylie A. Kesecker
Clerk of Council

0005642684-01

F. DMA desires to grant to the City easements on DMA's parcel to maintain waterlines and for vehicular and pedestrian access on a roadway;

30 **G.** Virginia Code § 2.2-1150 provides that, when it is deemed to be in the
31 public interest, interests in real property owned by the Commonwealth may be conveyed
32 to political subdivisions for such consideration as is deemed proper;

33 **H.** Virginia Code § 15.2-1800 provides that a locality may acquire by
34 purchase, gift, devise, bequest, exchange, lease as lessee, or otherwise, title to, or any
35 interests in, any real property, whether improved or unimproved, within its jurisdiction,
36 for any public use, and further provides that a locality may sell, at public or private sale,
37 exchange, lease as lessor, mortgage, pledge, subordinate interest in or otherwise dispose
38 of its real property after the governing body has held a public hearing concerning such
39 disposal.

40 **I.** DMA and the City, in furtherance of the public interest, are in agreement
41 as to the new boundary lines between the DMA Parcel and the City Parcel and the
42 easements to be established on the DMA Parcel;

43 **J.** DMA and the City desire to convey to one another title to the real property
44 as shown on the attached plat, annexed and incorporated by reference as **Exhibit A**, and
45 subject to the terms and conditions of the quitclaim deed and deed of confirmation of
46 boundary, annexed and incorporated by reference as **Exhibit B**;

47 **K.** City staff have reviewed the plat and the quitclaim deed and deed of
48 confirmation of boundary, and recommend approval of these conveyances;

49 **L.** A public hearing of the matter was held pursuant to Virginia Code § 15.2-
50 1800; and

51 **M.** This matter was properly advertised, heard and considered.

52 **NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of
53 Staunton, Virginia, that pursuant to the provisions of Virginia Code § 15.2-1800, the City
54 of Staunton authorizes the boundary line adjustment between Tax Map Parcel ID #9164
55 and Tax Map Parcel ID #9115, as shown on Exhibit A.

56 **BE IT FURTHER RESOLVED**, by the Council of the City of Staunton,
57 Virginia that the City Manager is authorized and directed to execute the quitclaim deed
58 and deed of confirmation of boundary, as shown on Exhibit B, and to make minor
59 modifications to such instrument prior to execution, upon advice of the City Attorney.

60
61
62 Adopted this ____ day of _____, 2023.

63
64 _____
65 Stephen W. Claffey, Mayor

66
67 Attest: _____
68 Kiley A. Kesecker, Clerk of Council
69

THE SUBDIVISION OF LAND AND VACATION OF LOT LINES DESCRIBED HEREIN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS. THE OWNERS CERTIFY THAT THEY ARE THE FEE SIMPLE OWNERS OF SAID LAND AND ARE LEGALLY ENTITLED TO SUBDIVIDE THE SAME.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF MILITARY AFFAIRS

COMMONWEALTH AT LARGE TO WIT:

STATE OF VIRGINIA

COUNTY/CITY OF

I, _____, A NOTARY PUBLIC IN AND FOR THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE OWNERS/REPRESENTATIVES WHOSE NAMES ARE SIGNED HEREON HAVE ACKNOWLEDGED THE SAME BEFORE ME THIS _____ DAY OF _____, 20____. MY COMMISSION

EXPIRES _____

NOTARY PUBLIC

THE SUBDIVISION OF LAND AND VACATION OF LOT LINES DESCRIBED HEREIN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS. THE OWNERS CERTIFY THAT THEY ARE THE FEE SIMPLE OWNERS OF SAID LAND AND ARE LEGALLY ENTITLED TO SUBDIVIDE THE SAME.

CITY OF STAUNTON, VIRGINIA

COMMONWEALTH AT LARGE TO WIT:

STATE OF VIRGINIA

COUNTY/CITY OF

I, _____, A NOTARY PUBLIC IN AND FOR THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE OWNERS/REPRESENTATIVES WHOSE NAMES ARE SIGNED HEREON HAVE ACKNOWLEDGED THE SAME BEFORE ME THIS _____ DAY OF _____, 20____. MY COMMISSION

EXPIRES _____

NOTARY PUBLIC

4.887 ACRES - ORIGINAL #9164
+0.841 ACRE - FROM #9115
-0.236 ACRE - FROM #9115
-0.073 ACRE - TO #9115
-1.097 ACRE - TO #9115
4.794 ACRES - NEW TOTAL #9164

PID #9164
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF MILITARY AFFAIRS
DB 113 PG 260

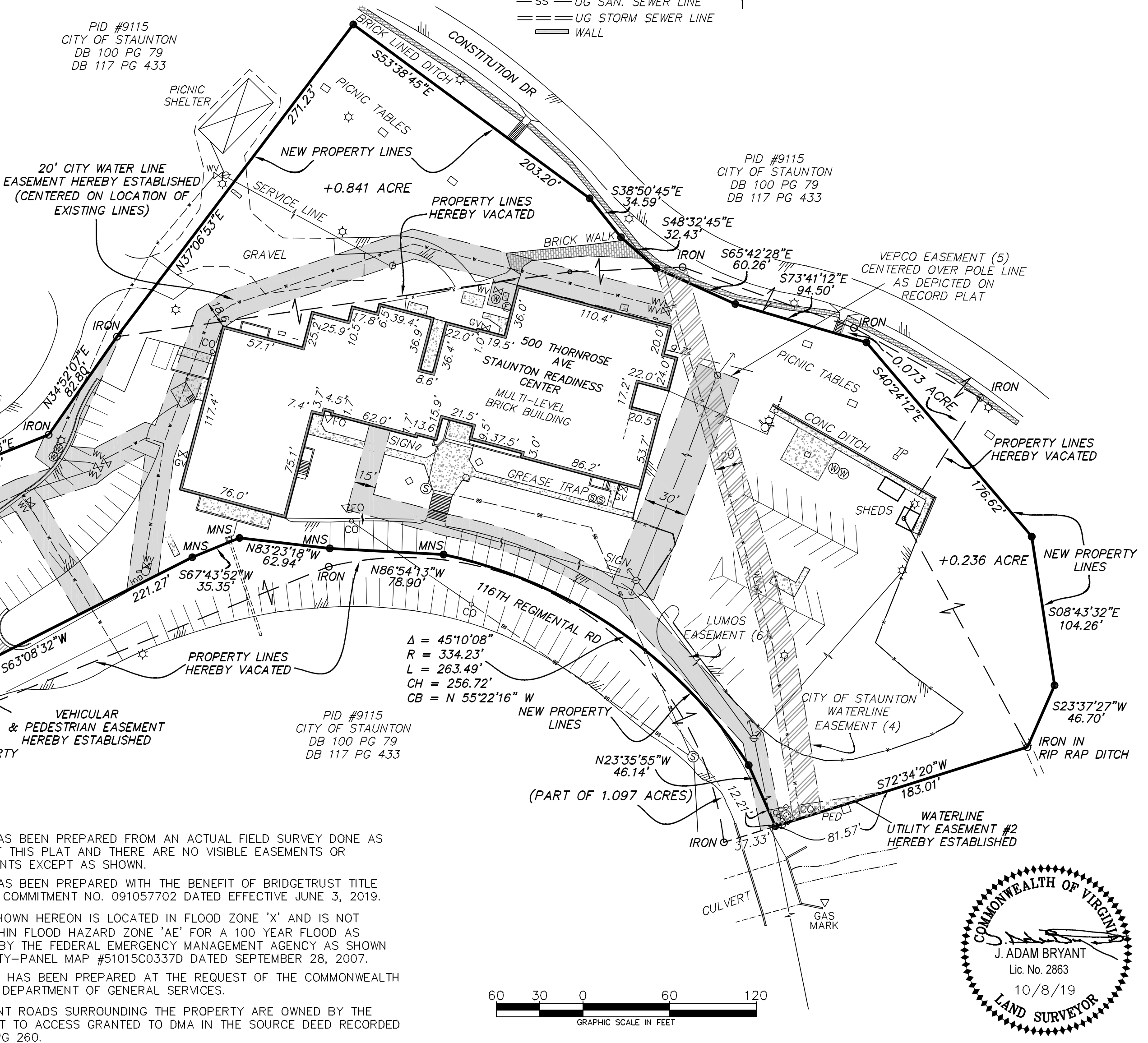
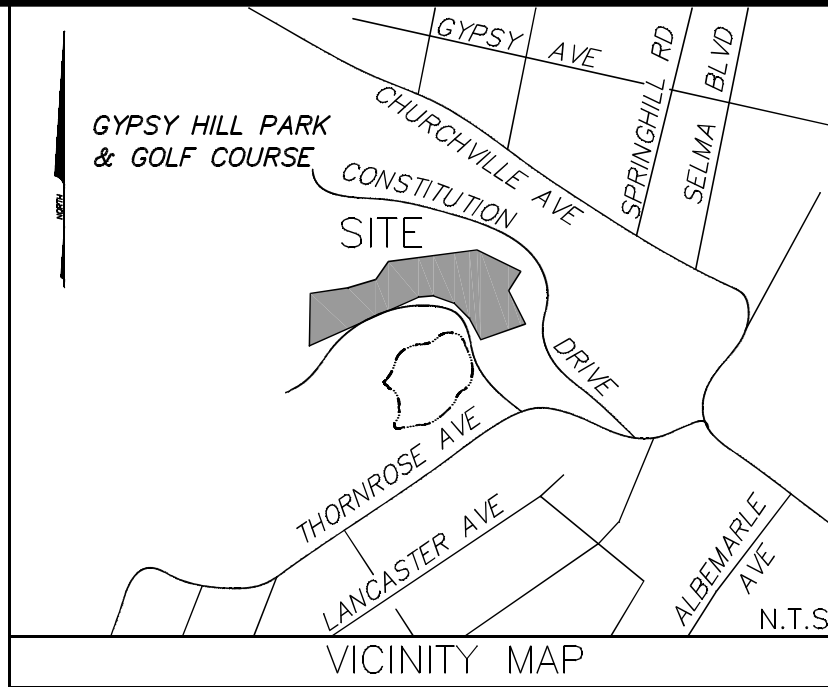
SOURCE OF TITLE - PID #9164:

THE AREA SHOWN WAS ACQUIRED BY THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF MILITARY AFFAIRS FROM THE CITY OF STAUNTON BY DEED DATED FEBRUARY 3, 1955 AS RECORDED IN DEED BOOK 113 PAGE 260 OF THE CIRCUIT COURT CLERK'S OFFICE OF THE CITY OF STAUNTON.

EASEMENTS FURNISHED IN TITLE COMMITMENT BY
BRIDGETRUST TITLE GROUP COMMITMENT #091057702
DATED EFFECTIVE JUNE 3, 2019
THAT ENCUMBER THE SUBJECT PROPERTY (PID #9164)

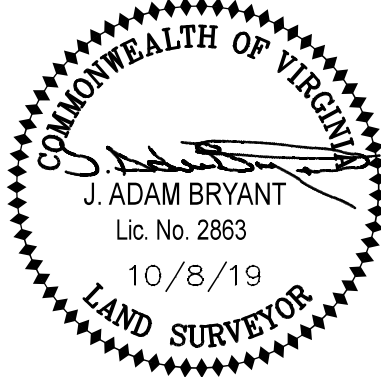
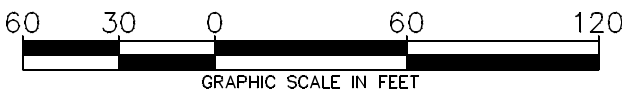
DB/PG	BENEFITS	RIGHT OF WAY
(4) 113/260	CITY OF STAUNTON	20' WATERLINE EASEMENT
(5) 290/24	VIRGINIA ELECTRIC & POWER COMPANY	30' POWER LINE EASEMENT
(6) INST #190000170	LUMOS NETWORKS, INC.	15' UNDERGROUND COMMUNICATION LINE EASEMENT
(7) 16/92	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	EASEMENT FOR POLES & WIRES ALONG THE STREETS & ALLEYS OF STAUNTON

- LEGEND**
- IRON PIN FOUND
 - 1/2" REBAR SET
 - MNS ● MAG NAIL SET
 - ELECTRIC POLE
 - UTILITY PEDESTAL
 - GUY WIRE
 - TP □ TELEPHONE PEDESTAL
 - CLEANOUT
 - WATER METER
 - WATER VALVE
 - WATER MANHOLE
 - SANITARY MANHOLE
 - FIRE HYDRANT
 - ☆ LIGHT POLE
 - EDGE OF PAVEMENT
 - GAS VALVE
 - GAS METER
 - FENCE
 - OVERHEAD UTILITY
 - SS — UG SAN. SEWER LINE
 - UG STORM SEWER LINE
 - WALL



NOTES:

1. THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL FIELD SURVEY DONE AS PER DATE OF THIS PLAT AND THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN.
2. THIS PLAT HAS BEEN PREPARED WITH THE BENEFIT OF BRIDGETRUST TITLE GROUP TITLE COMMITMENT NO. 091057702 DATED EFFECTIVE JUNE 3, 2019.
3. THE AREA SHOWN HEREON IS LOCATED IN FLOOD ZONE 'X' AND IS NOT LOCATED WITHIN FLOOD HAZARD ZONE 'AE' FOR A 100 YEAR FLOOD AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS SHOWN ON COMMUNITY-PANEL MAP #51015C0337D DATED SEPTEMBER 28, 2007.
4. THIS SURVEY HAS BEEN PREPARED AT THE REQUEST OF THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF GENERAL SERVICES.
5. ALL ADJACENT ROADS SURROUNDING THE PROPERTY ARE OWNED BY THE CITY SUBJECT TO ACCESS GRANTED TO DMA IN THE SOURCE DEED RECORDED AT DB 113 PG 260.



HURT & PROFFITT

2524 LANCHORNE ROAD
LYNCHBURG VA 24501
800.242.4906 TOLL FREE
434.847.7796 MAIN
434.847.0047 FAX

ENGINEERING - SURVEYING - LAND DEVELOPMENT - ENVIRONMENTAL
GEOTECHNICAL - CONSTRUCTION TESTING & INSPECTION - CULTURAL RESOURCES

PLAT SHOWING BOUNDARY LINE ADJUSTMENT & VACATION OF LOT LINES
PROPERTIES OF THE CITY OF STAUNTON (PID #9115)
& THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF MILITARY AFFAIRS (PID #9164)

CITY OF STAUNTON, VIRGINIA

PROJECT NO.	20191599
G.L. NO.	
FILE NO.	SM-15066
DATE:	10/8/19
DRAWN BY:	JAB
CHECKED BY:	JAB

SHEET NO.
1 OF 1

This document was prepared by:
Office of the Attorney General of Virginia

Consideration: \$0.00

Tax Map Parcels: 9115, 9164

THIS INSTRUMENT IS EXEMPT FROM RECORDATION TAX PURSUANT TO §§58.1-811(A)(3) AND 58.1-811(C)(4) AND FROM CLERK'S FEES PURSUANT TO §§17.1-266 AND 17.1-3315 OF THE CODE OF VIRGINIA (1950), AS AMENDED

QUITCLAIM DEED AND DEED OF CONFIRMATION OF BOUNDARY

THIS QUITCLAIM DEED AND DEED OF CONFIRMATION OF BOUNDARY (this “Deed”) made this ____ day of _____, 2023, by and between the **COMMONWEALTH OF VIRGINIA, DEPARTMENT OF MILITARY AFFAIRS (“DMA”)** (to be indexed as both “Grantor” and “Grantee”), whose mailing address is 6090 Strathmore Road, Building 430, Richmond, Virginia 23297; and the **CITY OF STAUNTON, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the “City”) (to be indexed as both “Grantor” and “Grantee”), whose mailing address is _____, recites and provides as follows:

RECITALS

WHEREAS, DMA is the owner of that certain real property containing five (5) acres, more or less, located in the City of Staunton, Virginia, and designated as Tax Map Parcel ID #9164 (the “DMA Parcel”), being the same property acquired by DMA by deed dated February 3, 1955, from the City, which deed is of record in the Clerk’s Office of the Circuit Court of the City of Staunton, Virginia in Deed Book 113, Page 260; and

WHEREAS, the City is the owner of certain real property located in the City of Staunton, Virginia, and designated as Tax Map Parcel ID #9115 (the “City Parcel”), being a portion of the same

property acquired by the City by deed dated July 1, 1883, which deed is of record in the Clerk's Office of the Circuit Court of the City of Staunton, Virginia, at Deed Book 100, Page 79, and a portion of the same property acquired by the City by deed dated July 22, 1892, which deed is of record in the Clerk's Office of the Circuit Court of the City of Staunton, Virginia, at Deed Book 117, Page 433; and

WHEREAS, the DMA Parcel is surrounded on all sides by the City Parcel; and

WHEREAS, improvements have been constructed on both the City Parcel and DMA Parcel which either bisect or create encroachments upon the property of the other; and

WHEREAS, the City and DMA desire to adjust the boundary lines of the DMA Parcel in order to clear any and all such encroachments and otherwise ensure that such encroachments no longer exist; and

WHEREAS, § 2.2-1150 of the Code of Virginia (1950), as amended, provides that, when it is deemed to be in the public interest, interests in real property owned by the Commonwealth may be conveyed to political subdivisions for such consideration as is deemed proper; and

WHEREAS, DMA and the City, in furtherance of the public interest, are in agreement as to the new boundary lines between the DMA Parcel and the City Parcel and the easements to be established on the DMA Parcel; and

WHEREAS, DMA and the City desire to convey to one another title to the real property as shown on the attached plat and subject to the terms and conditions of this Deed.

NOW, THEREFORE, WITNESSETH:

1. Quitclaim to the City. DMA hereby remises, releases and quitclaims without warranty unto the City, its successors and assigns forever, any and all right, title and interest, claim

and demand DMA has in and to those pieces or parcels of land containing 1.097 acres, more or less, and 0.073 acres, more or less, (collectively, the “City Transfer Parcels”), as shown and designated as “-1.097 ACRES” and “-0.073 ACRE,” respectively, on the plat entitled “PLAT SHOWING BOUNDARY LINE ADJUSTMENT & VACATION OF LOT LINES PROPERTIES OF THE CITY OF STAUNTON (PID #9115) & THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF MILITARY AFFAIRS (PID #9164) CITY OF STAUNTON, VIRGINIA”, dated October 8, 2019 by Hurt & Proffitt, which plat is attached hereto as **Exhibit A** and recorded in the Clerk’s Office of the Circuit Court of City of Staunton, Virginia in Plat Book _____, Page _____ and made a part hereof (the “Plat”).

B. Quitclaim to DMA. The City hereby remises, releases and quitclaims without warranty unto DMA, its successors and assigns forever, any and all right, title and interest, claim and demand City has in and to those pieces or parcels of land containing 0.841 acres, more or less, and 0.236 acres, more or less (collectively, the “DMA Transfer Parcels”) as shown and designated as “+0.841 ACRE” and “+0.236 ACRE,” respectively, on the Plat.

C. Confirmation of Boundary. The boundary lines shown and designated on Plat as “NEW PROPERTY LINES” are established as the true boundary lines between the DMA Parcel and the City Parcel.

D. Conveyances Subject To. It is understood and agreed between the Parties that the City Transfer Parcels and the DMA Transfer Parcels are conveyed expressly subject to (i) any and all rights, privileges, covenants, easements, conditions, restrictions, and agreements as are of record; (ii) any unrecorded leases, utility easements, and any buried cables, pipes, sewer facilities, conduits, and/or electric or communications lines that may be located on, under, or across the City Transfer Parcels or the DMA Transfer Parcels; and (iii) any and all prior grants, conveyances, and

reservations of oil, gas, minerals, and/or other subsurface rights or interests as are of record; and to the extent of any such prior grants, conveyances, and/or reservations of oil, gas, minerals, and other subsurface rights and interests, the same are excluded from this conveyance.

E. Acceptance by the City. This Deed and the conveyance of the City Transfer Parcels have been accepted by the City, and the conveyance of the DMA Transfer Parcels have been approved by the City, pursuant to a resolution of the Council of the City, duly adopted at a meeting of said Council held on the ___ day of _____, 2023. A copy of said resolution is attached hereto as **Exhibit B.** Further, the acceptance of this Deed, the acceptance of the City Transfer Parcels, and the conveyance of the DMA Transfer Parcels, are evidenced below by the execution of this Deed on behalf of the City by the duly authorized representative of the City.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

WITNESS the following signatures and seals:

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF MILITARY AFFAIRS

By: _____
MG Timothy P. Williams
Adjutant General

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

The foregoing Quitclaim Deed and Deed of Confirmation of Boundary was acknowledged before me this _____ day of _____ 2023, by MG Timothy P. Williams, acting in his capacity as Adjutant General of the Commonwealth of Virginia, Department of Military Affairs, on behalf of the agency.

My commission expires: _____

My Registration Number: _____

Notary Public

OFFICE OF THE ATTORNEY GENERAL

Approved as to Form:

By: _____
Assistant Attorney General

RECOMMEND APPROVAL:
DEPARTMENT OF GENERAL SERVICES

By: _____
Title: _____

APPROVED BY THE GOVERNOR:

By the authority delegated to me to act for and on behalf of the Governor of Virginia by Executive Order 88 (01), dated December 21, 2001, and pursuant to Section 2.2-1150 of the Code of Virginia (1950), as amended, I do hereby approve this Quitclaim Deed and Deed of Confirmation of Boundary and the execution of this document.

Secretary of Administration (Date)

CITY OF STAUNTON, VIRGINIA, a
municipal corporation of the Commonwealth of
Virginia

By: _____
Leslie M. Beauregard
City Manager

COMMONWEALTH OF VIRGINIA
CITY OF STAUNTON, to-wit:

The foregoing Quitclaim Deed and Deed of Confirmation of Boundary was acknowledged
before me this _____ day of _____ 2023, by Leslie M. Beauregard, acting in her
capacity as City Manager, on behalf of the city.

My commission expires: _____

My Registration Number: _____

Notary Public

Exhibit A

Plat

Exhibit B

Resolution

THIS DEED OF EASEMENT IS EXEMPT FROM THE GRANTOR'S TAX PURSUANT TO § 58.1-811(C)(4) OF THE CODE OF VIRGINIA (1950), AS AMENDED, AND IS EXEMPT FROM THE PAYMENT OF ANY CLERK'S FEE PURSUANT TO § 17.1-266 OF SAID CODE.

PID: 9164

Consideration: \$1.00

Actual Value: \$1.00

Prepared by: Office of the Attorney General

DEED OF EASEMENT

This DEED OF EASEMENT (this "**Deed of Easement**") is made and entered into this _____ day of _____, 2023, by and between the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF MILITARY AFFAIRS ("**Grantor**") and the CITY OF STAUNTON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia ("**Grantee**").

WITNESSETH

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with § 2.2-1151 of the Code of Virginia (1950), as amended (the "**Code of Virginia**"), Grantor hereby grants unto Grantee perpetual, non-exclusive rights and easements (the "**Easements**") on, over, under, and across the real property designated as: (i) "20' CITY WATER LINE EASEMENT HEREBY ESTABLISHED (CENTERED ON LOCATION OF EXISTING LINES);" (ii) "WATERLINE UTILITY EASEMENT #2 HEREBY ESTABLISHED" (easements (i) and (ii) are collectively referred to herein as, the "**Waterline Easement Areas**"); and (iii) "VEHICULAR & PEDESTRIAN EASEMENT HEREBY ESTABLISHED" (the "**Vehicular & Pedestrian Easement Area**") (the Waterline Easement Areas and the Vehicular & Pedestrian Easement Area are collectively referred to herein as the "**Easement Areas**") on the plat entitled "PLAT SHOWING BOUNDARY LINE ADJUSTMENT & VACATION OF LOT LINES PROPERTIES OF THE CITY OF STAUNTON (PID #9115) & THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF MILITARY AFFAIRS (PID #9164) CITY OF STAUNTON, VIRGINIA," dated October 8, 2019, prepared by J. Adam Bryant, Land Surveyor, Hurt & Proffitt, and recorded in the Clerk's Office of the Circuit Court of the City of Staunton, Virginia (the "**Clerk's Office**") at _____ (the "**Plat**"), and by this reference made a part hereof. The Easement Areas are part of the same real estate conveyed to Grantor by deed dated February 3, 1955, and recorded in the Clerk's Office as Deed Book 113, Page 260; and by deed dated _____, and recorded in the Clerk's Office as _____ (such real estate, together with all improvements now or hereafter located thereon and all appurtenances now or hereafter appertaining thereto, collectively referred to as the "**Property**").

The Easements are conveyed to Grantee subject to the following terms and conditions:

1. Use.

- a. Waterline Easements. The Waterline Easement Areas may be used to lay, erect, construct, install, use, operate, inspect, maintain, repair, replace, rebuild, remove, improve, and make such other changes, alterations, additions to or extensions of water utility service and all equipment, accessories, and appurtenances reasonably necessary in connection therewith (the “**Waterline Facilities**”), for the purpose of providing water utility service (the “**Waterline Use**”). The Waterline Facilities constructed or placed within the Waterline Easement Areas shall remain the property of Grantee unless otherwise provided in this Deed of Easement.
- b. Vehicular & Pedestrian Easement. The Vehicular & Pedestrian Easement Area is for the purpose of ingress and egress over and across the Vehicular & Pedestrian Easement Area by Grantee and the public from Deaver Road to 116th Regimental Road (the “**Vehicular & Pedestrian Use**”). All improvements on and appurtenances thereto shall remain the sole property of Grantor. The Waterline Use and the Vehicular & Pedestrian Use shall collectively be known as the “Use.”

2. Benefit of this Easement.

- a. Waterline Easements. The Waterline Use of the Waterline Easement Areas are solely for the benefit of real property owned by the Commonwealth of Virginia (the “**Commonwealth**”). No other use shall be permitted without the express prior written consent of Grantor and upon such conditions as Grantor may require in Grantor’s sole discretion (the “**Consent**”), provided, however, that Grantor shall be under no obligation to provide any Consent. Any Consent provided shall be (i) evidenced by an amendment to this Deed of Easement, approved and executed with the same formality as this Deed of Easement, including recordation (the “**Amendment**”), and (ii) subject to all conditions contained in the Consent. Upon any breach of this Paragraph 2(a), Grantor shall have the right to terminate this Deed of Easement with ninety (90) days’ prior written notice, during which period Grantee shall, at its expense, remove the Waterline Facilities and restore the Property as nearly to its original condition as practicable and in a manner satisfactory to Grantor, including, but not limited to, backfilling of trenches, repaving, reseeding or resodding of lands, replacement of Grantor’s property (including, but not limited to, plants, bushes, trees and vegetation), removal of trash and debris, and removal of any of Grantee’s equipment, accessories, or appurtenances. If not so removed within such ninety (90) day period, the Waterline Facilities shall be deemed abandoned in place and shall automatically become the property of Grantor. Notwithstanding the foregoing, upon request of Grantor, Grantee shall execute an instrument requested by Grantor to evidence such abandonment and transfer

of ownership. This Paragraph 2(a) shall survive the expiration or termination of this Deed of Easement.

- b. Vehicular & Pedestrian Easement. The Vehicular & Pedestrian Easement is for the benefit of real property owned by both the Commonwealth and Grantee. Nothing in this Paragraph 2(b) shall construe this Deed of Easement as dedicating the Vehicular & Pedestrian Easement Area to the public. No other use shall be permitted without Consent, provided, however, that Grantor shall be under no obligation to provide any Consent. Any Consent provided shall be evidenced by the Amendment and subject to all conditions contained in the Consent. Upon any breach of this Paragraph 2(b), Grantor shall have the right to terminate this Deed of Easement with ninety (90) days' prior written notice. Notwithstanding the foregoing, upon request of Grantor, Grantee shall execute an instrument requested by Grantor to evidence such abandonment and transfer of ownership. This Paragraph 2(b) shall survive the expiration or termination of this Deed of Easement.

3. Grantee Activities; Grantor Rules and Regulations. Subject to Paragraph 3, the Use of the Easement Areas shall be consistent with the purposes described in this Deed of Easement. All Waterline Facilities and activity occurring within the Easement Areas shall, and Grantee shall, (i) comply with any and all current and future federal, state, and local statutes, laws, ordinances, codes, rules, regulations, orders, and standards (whether voluntary or not); (ii) be subject to such reasonable rules and regulations as may be prescribed by Grantor to assure that the exercise of such rights will not interfere with Grantor's current and future activities upon the Property; (iii) adhere to all current and future security rules and regulations of Grantor in the exercise of the rights granted by this Deed of Easement; and (iv) not perform, permit, or cause to be performed or permitted any work within the Easement Areas, with the exception of required maintenance and repair, without obtaining Grantor's prior written approval of the plans and specifications for such work (the "**Plans and Specifications**"), which approval shall not be unreasonably withheld. Grantee shall be responsible for all maintenance of the Easement Areas. Grantee further agrees to perform or to cause to be performed all such work and related activities, including required maintenance, in a timely manner, in a good and workmanlike manner, and in a manner satisfactory to Grantor. No alterations, modifications or changes may be made to the Plans and Specifications without Grantor's prior written approval, which approval may be withheld in Grantor's sole discretion.

4. Grantee's Reasonable Access to the Property; Restoration. Grantee shall have the right of access to and from the Easement Areas over the Property as may be reasonably necessary to exercise Grantee's rights granted by this Deed of Easement; provided, however, Grantee shall confine, to the greatest extent possible, access to the Easement Areas. Following Grantee's access to the Property and upon completion of any activity by or on behalf of Grantee upon the Easement Areas, Grantee shall restore the Property and the Easement Areas as nearly to their original condition as practicable, including, but not limited to, backfilling of trenches, repaving, reseeding or resodding of lands, replacement of Grantor's property (including, but not limited to, plants, bushes, trees and vegetation), removal of trash and debris, and removal of any of Grantee's equipment, accessories, or appurtenances not consistent with the construction, maintenance, or

operation of the Waterline Facilities or the exercise of any right granted by this Deed of Easement. Grantee shall maintain the Waterline Facilities in good condition and repair at all times and in such a manner so as not to endanger or otherwise limit the enjoyment or use of the Property and any other adjacent lands.

5. Grantee's Right to Trim Trees. Grantee shall have the right to trim, cut, and remove trees, shrubbery, or other natural obstructions on, under, or over the Easement Areas which interfere with or threaten the efficient and safe operation, construction, or maintenance of the Waterline Facilities, or passage on and through the Vehicular & Pedestrian Easement Area. All trees cut by Grantee shall remain the property of Grantor. All brush, branches, and other debris resulting from any cutting, trimming, or clearing of the Easement Area shall be removed from the Property and properly disposed of by Grantee, at its expense, within thirty (30) days of being cut, trimmed, or cleared.

6. Grantor's Use of Easement Areas. Grantor may use or permit others to use the Easement Areas for any purpose not inconsistent with the rights granted in this Deed of Easement, provided such use (i) does not unreasonably interfere with the safe and efficient construction, operation, or maintenance of the Waterline Facilities or passage on and through the Vehicular & Pedestrian Easement Area; and (ii) is not inconsistent with any laws, ordinances, codes, or regulations pertaining to the construction, operation, or maintenance of the Waterline Facilities or the passage on and through the Vehicular & Pedestrian Easement Area in compliance with the Use and this Deed of Easement.

7. Discontinuation of Use by Grantee. If Grantee at any time discontinues use of all or any portion of the Easement Areas for a period of one (1) year, all of Grantee's rights and interest in the Easement Areas or portion thereof shall immediately terminate and automatically revert to Grantor, its successors and assigns, and Grantee shall at its expense remove the Waterline Facilities and restore the Property as quickly and as nearly to its original condition as practicable and in a manner satisfactory to Grantor. In addition, promptly upon written request by Grantor, Grantee shall execute and deliver to Grantor appropriate recordable documentation whereby Grantee quitclaims and releases the Easement Areas, or abandoned portion thereof, to Grantor. This Paragraph shall survive the expiration or termination of this Deed of Easement.

8. Rights Personal to Grantee. Notwithstanding any other provision of this Easement, Grantee may not (i) grant any sub-easement, sublease, license, or permit to any third party, or (ii) allocate or utilize the Easement Areas or any part thereof for the installation of any equipment or property other than the Waterline Facilities or for purposes other than the Use. Neither the Easement nor Grantee's rights granted herein are delegable, transferrable, allocable, or assignable, and any delegation, transfer, allocation, or assignment of this Deed of Easement or any portion thereof or Grantee's rights granted herein without the prior written consent of Grantor, in its sole discretion, shall be null and void and of no effect; provided, however, Grantee's rights granted herein may be assigned without Grantor's approval in accordance with an order of the State Corporation Commission to any municipal utility, utility cooperative, or other utility authorized to provide utility service within the Commonwealth.

9. Relocation at the Request of Grantor. If Grantor at any time deems it necessary or

advisable, in its sole discretion, to relocate for Grantor's convenience all or a portion of the Easement Areas or any of the Waterline Facilities, Grantee shall relocate such Easement Areas or portion thereof and Waterline Facilities, within sixty (60) days upon notice from Grantor, to a place acceptable to Grantor, provided Grantor, for no additional consideration, shall grant unto Grantee such replacement easement as may be reasonably necessary to effect such relocation, subject to the same rights, privileges, and conditions, as herein set forth, and Grantor shall reimburse Grantee the reasonable, direct costs of such relocation. Upon relocation of any of the Waterline Facilities from any portion of the Waterline Easement Areas, the Easement for or over such portion of the Waterline Easement Areas shall automatically (i) terminate, and (ii) all rights, title, and interest therein shall revert to Grantor. Upon request of Grantor, Grantee shall execute and deliver to Grantor an instrument requested by Grantor to evidence such reversion.

10. Grantee Responsibility.

- a. Injury or Damage. Grantee shall exercise any rights granted by this Deed of Easement in such manner as shall not occasion injury or damage to property, persons (including death), animals, or wildlife or inconvenience to Grantor or any occupants of the Property and as otherwise shall minimize any adverse impact or disturbance to the Property, including, but not limited to, any conservation and natural heritage values thereof. Any activity or omission by Grantee that results in injury, damage, or adverse impact or disturbance, in Grantor's sole judgment, to Grantor, to any occupants of the Property, or to the Property, including any conservation and natural heritage values thereof, shall be remedied as directed by Grantor in its sole discretion. Grantee shall, upon written notice from Grantor (a "**Grantor Election**"), pay for or repair any injury, damage, adverse impact or disturbance to Grantor, any occupants of the Property, and to any of the Property, including any conservation and natural heritage values thereof, caused by Grantee ("**Grantee Damage**"). Grantee shall notify Grantor immediately of Grantee Damage and shall make said payment or repair within thirty (30) days after the Grantor Election; provided, however, that if Grantee Damage results in an emergency, on-going hazardous condition, or a material loss of use of the Property (such as, by way of illustration and not by limitation, a disruption of any utilities or loss of access to the Property), then Grantee shall immediately and diligently remedy the hazardous condition or material loss of use. If Grantee does not make such payment or repair within thirty (30) days (or as in the case of an emergency or on-going hazardous condition, immediately), Grantor may take such action as is necessary to remedy Grantee Damage and, at Grantor's election, Grantee shall pay or reimburse to Grantor all costs and expenses incurred by Grantor in exercising or enforcing its rights hereunder within thirty (30) days after the date of Grantor's written demand for such costs and expenses. If such costs and expenses are not paid within such thirty (30) day period, all such costs and expenses shall immediately commence bearing interest at the rate of twelve percent (12%) per annum. This Paragraph shall survive the expiration or termination of this Deed of Easement.
- b. Indemnity. Grantee covenants and agrees to indemnify, defend, and hold (i)

Grantor, and its agencies, departments, authorities, divisions, employees, agents, contractors, representatives, licensees, and invitees; and (ii) occupants of the Property, and their respective officers, employees, agents, contractors, representatives, licensees, and invitees, harmless from and against any and all claims, injuries (including death), losses, damages, liabilities, judgments, fines, suits, actions, penalties, and costs and expenses (including, but not limited to, costs and expenses of attorneys, including, but not limited to, attorneys in the Office of the Attorney General of the Commonwealth, experts and consultants incurred in all tribunals, whether or not legal proceedings have been commenced by or against Grantor), to the full extent authorized by Virginia law, resulting from (i) laying, erecting, constructing, installing, using, operating, inspecting, maintaining, repairing, replacing, rebuilding, removing, improving, changing, altering, adding to or extending the Waterline Facilities, or connecting to other utility facilities on or adjacent to the Waterline Easement Areas; (ii) passage on and through the Vehicular & Pedestrian Easement Areas; (iii) or in any way arising out of the exercise of any rights granted in this Deed of Easement, or any actions or access by Grantee on or adjacent to the Easement Areas or the Property not consistent with the rights granted in this Deed of Easement. In addition, Grantee shall reimburse Grantor for all costs and expenses incurred if Grantor voluntarily chooses to take any action in response to Grantee's failure to fulfill or perform any of the obligations established in this Deed of Easement following written notice to Grantee and a reasonable period of time for Grantee to fulfill such obligations not to exceed thirty (30) days; provided, however, no such notice shall be required prior to Grantor's voluntary action in the case of an emergency or on-going hazardous condition, as determined by Grantor in its sole discretion. This Paragraph shall survive the expiration or termination of this Deed of Easement.

- c. Insurance Required. No person or entity, including, but not limited to, any general contractor, subcontractor, or maintenance contractor, shall commence any construction, maintenance, repair, or other similar activity upon the Easement Areas unless and until such person or entity has obtained and delivered to Grantor evidence, satisfactory to Grantor in its sole discretion, of such insurance coverage as may be required from time to time by the Commonwealth, Department of General Services pursuant to guidelines adopted pursuant to Code of Virginia § 2.2-1151, as such section may be amended or its successor provisions.

11. Environmental.

- a. Environmental Covenants. The defined terms used in this Paragraph 11(a) not elsewhere defined in this Deed of Easement shall have the meanings set forth in Paragraph 11(b):
 - i. Compliance. Grantee shall comply with all Applicable Environmental Laws that are or may become applicable to Grantee's activities at the Property or the Easement Areas.

- ii. Grantee Solely Responsible for Releases. Grantee shall be solely responsible for the Release into the Easement Areas or the Property of any Toxic or Hazardous Materials as the result of any activity by or on behalf of Grantee. Any reporting or Remedial Action relating to such Release or threat of Release required by law or regulation shall also be the responsibility of Grantee.
- iii. Environmental Indemnification. Grantee shall indemnify and hold harmless Grantor from, and defend Grantor and its agencies, departments, boards, authorities, divisions, employees, agents, contractors, representatives, licensees, and invitees against, any and all claims, injuries, losses, damages, liabilities, judgments, fines, suits, actions, penalties, or costs and expenses (including, but not limited to, costs and expenses of attorneys, including, but not limited to, attorneys in the Office of the Attorney General of the Commonwealth, experts and consultants incurred in all tribunals and whether or not legal proceedings have been commenced by or against Grantor), to the full extent authorized by Virginia law, resulting from any use, generation, manufacture, storage, treatment, Release or threatened Release, or other acts or omissions by or on behalf of Grantee, which Grantor may directly or indirectly sustain or suffer as a consequence thereof or resulting from a breach of this Paragraph 11. This Paragraph shall survive the expiration or termination of this Deed of Easement.
- iv. Notice to Grantor. If Grantee becomes aware that a Release of Toxic or Hazardous Materials has occurred due to acts or omissions of Grantee, whether or not such Release results in Contamination of the Easement Areas, the Property, or lands adjacent to the Property, Grantee will give verbal notice to Grantor within twenty-four (24) hours of becoming aware of the Release, providing all relevant facts and circumstances. Upon request of Grantor, Grantee shall provide a more detailed written description of the facts and circumstances within a reasonable period of time, not to exceed thirty (30) days after receipt of the request.
- v. Prompt Action. Grantee, at its sole expense, will promptly take all action necessary to comply with Applicable Environmental Laws pertaining to a Release, including but not limited to: reporting the occurrence to appropriate federal, state, and local regulatory authorities, if required by law or if so directed by Grantor; taking timely and effective steps to minimize the Release and its impact on health and the environment; and taking Remedial Action. Grantee shall provide all information related to the Remedial Action requested by Grantor. Notwithstanding the foregoing, in response to the acts or omissions of Grantee, Grantor may, but shall not be obligated to, take any Remedial Action it deems necessary or advisable to address any Contamination of the Property or lands adjacent to the Property or to ensure compliance with Applicable Environmental Laws. This

Paragraph shall survive the expiration or termination of this Deed of Easement.

- vi. Unknown Toxic or Hazardous Materials. Grantee's obligations under this Paragraph 11 shall extend to any and all Toxic or Hazardous Materials whether or not such material or substance was defined, recognized, known, or suspected of being hazardous, toxic, dangerous, or wasteful at the time of any act or omission giving rise to Grantee's obligations.

b. Definitions.

- i. **"Applicable Environmental Laws"** means any and all federal, state, or local statutes, laws, ordinances, codes, rules, regulations, orders, or standards (whether voluntary or not) that govern the activities or operations upon the Property, or the persons carrying out those activities or operations, relating to the environment, natural resources, or human health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601, et seq.), the Superfund Amendments and Reauthorization of 1986 (Pub. L. No. 99-499), the Hazardous Materials Transportation Act (49 U.S.C. § 5101, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.), the Clean Air Act (42 U.S.C. § 7401, et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651, et seq.), and 10 U.S.C. § 2692, as such laws have been amended or supplemented now or in the future, and other applicable federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders, or standards adopted pursuant thereto.
- ii. **"Contamination"** means a level of Toxic or Hazardous Materials in the air, soil, or water (surface water or groundwater), that exceeds levels allowed by Applicable Environmental Laws.
- iii. **"Release"** means any discharge, spill, emission, leaking, pumping, injection, excavation, deposit, disposal, leaching, or migration of Toxic or Hazardous Materials into the environment, accidental or otherwise, or introduction into the environment of Toxic or Hazardous Materials by any other means or method.
- iv. **"Remedial Action"** means investigating or monitoring of the environmental condition of the Easement Area and any clean-up, containment, remediation, removal, response (including emergency response), and restoration of the Property and lands adjacent to the Property, as per Applicable Environmental Laws, due to the presence or suspected presence of Contamination or a Release or suspected Release of Toxic or Hazardous Materials.

- v. **“Toxic or Hazardous Materials”** is used in its very broadest sense and includes, without limitation, (i) any toxic or hazardous material, substance, pollutant, contaminant, or waste defined as such in Applicable Environmental Laws; (ii) petroleum and petroleum-based products; (iii) asbestos in any quantity or form; (iv) polychlorinated biphenyls; and (v) urea formaldehyde.

12. Commonwealth as Sovereign. The parties hereto acknowledge and agree that notwithstanding anything contained in this Deed of Easement to the contrary, so long as the Commonwealth owns the Property or any part thereof or has any interest therein, the following provisions shall control:

- a. With respect to tort liability for acts or occurrences with respect to this Deed of Easement, including, but not limited to, product liability, the Commonwealth is either (i) constitutionally immune (or partially immune) from suit, judgment, or liability; (ii) insured; (iii) or covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies, and practices.
- b. No equitable, quasi-contractual, or injunctive remedies, other than those specifically authorized by law, may be used or are effective against the Commonwealth.
- c. No liens may be placed against, or shall attach to, any property owned by the Commonwealth.
- d. This Deed of Easement shall be governed by, and construed according to, the laws of the Commonwealth, and any legal action against the Commonwealth shall be instituted and maintained only in the state courts of the Commonwealth.
- e. No provision, covenant, or agreement contained in this Deed of Easement shall be deemed, in any manner, to be a waiver of the sovereign immunity of the Commonwealth, or any of its boards, agencies, or other political subdivisions, including Grantor, from tort or other liability.

13. Miscellaneous.

- a. Authority. Grantee represents and warrants that it is duly authorized with all requisite power and all governmental authorizations to enter into this Deed of Easement and that the person executing this Deed of Easement on behalf of Grantee is authorized to do so. Grantor represents that it is lawfully seised and possessed of the Property and is authorized to grant this Deed of Easement.
- b. Subject to Matters of Record. This Deed of Easement is subject to all existing deeds, plats, easements, rights-of-way, covenants, agreements, encumbrances

and restrictions of record, and is further subject to all of the terms, provisions, obligations, and conditions in this Deed of Easement, by which Grantee, hereby expressly agrees to and consents to be bound, for and on behalf of itself and its successors, successors in interest and permitted assigns.

- c. No Public Dedication. Nothing contained herein shall be construed as dedicating for public use any portion of the Property. However, this rule of construction does not prohibit or infringe on Grantee's or the public's right to exercise any of their rights granted in this Easement. No easements, except those expressly set forth herein, shall be implied by this Deed of Easement.
- d. Grantee. The term "Grantee" shall be deemed to include Grantee and its officers, employees, agents, contractors, representatives, successors and assigns, and licensees, or the invitees of any of the foregoing.
- e. Perpetual in Nature; Successor and Assigns. Subject to the terms herein, this Deed of Easement shall be perpetual in nature, shall run with the land, and shall be binding upon the parties and their respective successors, successors in interest, and permitted assigns.
- f. Rules of Construction. Whenever the context of this Deed of Easement so requires, the singular number shall mean the plural and the plural the singular.

[Signature pages to follow]

WITNESS the following signatures and seals.

Grantor: **COMMONWEALTH OF VIRGINIA, DEPARTMENT
OF MILITARY AFFAIRS**

By: _____
MG Timothy P. Williams, Adjutant General

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

The foregoing Deed of Easement was acknowledged before me this ____ day of _____, 2023, by MG Timothy P. Williams, acting in his capacity as The Adjutant General of the Commonwealth of Virginia, Department of Military Affairs, on behalf of the Department.

My commission expires: _____

Notary registration no.: _____

Notary Public

OFFICE OF THE ATTORNEY GENERAL

Approved as to Form:

By: _____
Assistant Attorney General

RECOMMEND APPROVAL:
DEPARTMENT OF GENERAL SERVICES

By: _____
Joseph F. Damico, Director

APPROVED BY THE GOVERNOR:

Pursuant to § 2.2-1151 of the Code of Virginia (1950), as amended, and by the authority vested in me to act for and on behalf of the Governor of Virginia under Executive Order 88 (01) dated December 21, 2001, I hereby approve this Deed of Easement and the execution of this instrument.

Secretary of Administration

Date

Grantee: **CITY OF STAUNTON, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia

By: _____
Lisa M. Beauregard, City Manager

COMMONWEALTH OF VIRGINIA
CITY OF STAUNTON, to-wit:

The foregoing Deed of Easement was acknowledged before me this ____ day of _____ 2023, by Lisa M. Beauregard, as City Manager of the City of Staunton, Virginia, on behalf of the City.

My commission expires: _____

Notary registration no.: _____

Notary Public

Approved as to form:

City Attorney or designee

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	April 27, 2023	Leslie Beauregard City Manager Jessie Moyers Chief Finance Officer
Item #	B	
Department:	City Manager’s Office Finance	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Responsive, Efficient Government	
Subject:	Consideration of An Ordinance to Establish a Budget for Fiscal Year 2024, July 1, 2023—June 30, 2024, totaling \$152,642,912	

Background: The City Manager presented the FY 2024 budget at the March 23, 2023 City Council meeting. The proposed budget was built on a real estate tax rate of \$.89 per \$100 of assessed value. A public hearing on the real estate tax rate was held on March 23, 2023, followed by a public hearing on the budget ordinance conducted on April 13, 2023. City Council held budget work sessions on the proposed budget on April 6, April 13, and April 20. Following these discussions, the real estate tax rate has been reduced further to \$.87 per \$100 of assessed value, in addition to other changes made to the budget as discussed in this memo.

The total General Fund Budget of \$69,264,351 remains unchanged; however, there are several internal modifications to the General Fund. Changes to the fund include a decrease in Real Estate Tax revenue in the amount of \$574,522, an increase to Other Local Taxes in the amount of \$574,522, a decrease in operating expenses of \$309,868, an increase in personnel expenses of \$22,607, and an increase in Capital Improvement Plan funding of \$287,261.

The attached FY2024 Budget Ordinance is presented for consideration at the April 27, 2023 meeting and is based upon the City Manager's Proposed Budget and includes the modifications mentioned earlier.

- Totals \$152,642,912 (City Budget = \$106,059,467 and School Budget = \$46,583,445).
- Provides \$15,970,171 in local funding to Staunton City Schools, an increase of \$904,934 over the FY2023 Adopted Budget.
- Provides \$8,154,138 for all annual debt service payments for all funds.
- Provides \$287,261 as a transfer to the City Capital Improvement Fund.
- Sets the real estate tax rate to \$0.87/\$100, effective January 1, 2023.
- Maintains the current personal property tax rate at \$2.90, effective January 1, 2023.
- Maintains the current machinery and tools tax rate at \$1.24.
- Adds 1 full-time position for the Director of Community Development and 1 part-time Permits Technician, both in the Community Development Department.
- Provides \$1,020,437 in funding to outside agencies, an increase of \$54,116.
- Provides \$17,626,021 in funding for capital projects for all funds.
- Provides no water rate increase.
- Provides no sewer rate increase.
- Provides no stormwater rate increase.
- Provides no increase in residential or commercial refuse collection fees.

Attachment: FY 2024 Budget Ordinance

City Manager's Recommendation: Recommend City Council adopt the revised FY2024 Budget Ordinance establishing a budget totaling \$152,642,912.

Suggested Motion: I move to adopt an ordinance establishing and approving a budget for the City of Staunton for fiscal year 2024, totaling \$152,642,912, with a real estate tax rate in Section 3.1 of the FY 2024 Budget Ordinance at \$0.87 per \$100 of assessed value.

City Manager: Leslie Beauregard

Ordinance No. 2023-

**AN ORDINANCE ESTABLISHING A BUDGET FOR THE
CITY OF STAUNTON, VIRGINIA, FOR THE FISCAL YEAR
BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024,
APPROPRIATING FUNDS FOR PUBLIC PURPOSES FOR SUCH FISCAL YEAR,
SUBJECT TO FUTURE APPROPRIATION AMENDMENT;
ESTABLISHING A TAX RATE ON TAXABLE PERSONAL PROPERTY,
REAL ESTATE AND PROPERTY OF PUBLIC SERVICE CORPORATIONS;
ESTABLISHING AND IMPOSING A SERVICE CHARGE ON
CERTAIN REAL PROPERTY EXEMPT FROM TAXATION;
AND CONTINUING IN EFFECT ALL ORDINANCES OF THE
CITY OF STAUNTON, VIRGINIA, RELATING TO TAXES, LICENSES,
FEES, SERVICE CHARGES, COSTS AND OTHER CHARGES AND
ALL ORDINANCES RELATING TO THE TIME OF
PAYMENT THEREOF AND COLLECTION THEREOF, EXCEPT AS HEREIN
SPECIFICALLY MODIFIED**

BE IT ORDAINED by the Council of the City of Staunton, Virginia, as follows:

SECTION 1. The following budget, annexed and incorporated by reference, totaling **\$152,642,912** for the City of Staunton, Virginia for the fiscal year beginning July 1, 2023 and ending June 30, 2024 is hereby proposed, approved and adopted:

(SEE ATTACHED BUDGET, incorporated by reference)

SECTION 2. Public revenues of the City of Staunton, Virginia are hereby appropriated for public purposes for the fiscal year beginning July 1, 2023, and ending June 30, 2024, as set forth in the appropriate Section of such budget.

SECTION 3.

3.1. The tax rate for all real estate, including real estate owned by public service corporations, subject to tax for the calendar year beginning January 1, 2023, shall be and is fixed at \$0.87 per \$100.00 of assessed value of such property per year, with assessed values being established through biennial reassessments pursuant to Section 58.1-3253 of the Code of Virginia, as amended, as of January of every odd numbered year.

3.2. The tax rate for all real property and improvements located in the Downtown Service District is subject to an additional tax for the calendar year beginning January 1, 2023, which shall be and is fixed at \$0.15 (fifteen cents) per \$100.00 of assessed value of such property for calendar year 2023. Assessed values for the Downtown Service District shall be established through biennial reassessments pursuant to Section 58.1-3253 of the Code of Virginia, as amended, as of January 1 of every odd numbered year. These rates shall continue until modified by action of the Council of the City of Staunton, Virginia.

SECTION 4.

4.1. The tax rate for all personal property, including vehicles owned by public service corporations (but excluding machinery and tools, referenced and defined in Section 58.1-3507 of the Code of Virginia, as amended), subject to tax for the calendar year beginning January 1, 2023, shall be fixed at \$2.90 per \$100.00 of assessed value per year.

4.2. The tax rate for machinery and tools as defined in Section 58.1-3507 of the Code of Virginia, as amended, subject to tax for the calendar year beginning January 1, 2023 shall be and is fixed at \$1.24 per \$100.00 of assessed value per year.

SECTION 5. For the period of July 1, 2023, through June 30, 2024, certain categories of property exempted from taxation under Section 58.1-3600 et seq. of the Code of Virginia, as amended, shall be assessed and have imposed a fee or service charge based on the assessed value of the real estate and the amount which the City of Staunton expended in the year preceding for police and fire protection and, in the case of faculty and staff housing of an educational institution, the cost of public school education. The categories of property eligible for such assessment, and the method for calculating the assessment, are prescribed in Section 58.1-3400 et seq. of the Code of Virginia, as amended.

SECTION 6. The rate of service charge or fee imposed for property subject to such charge or fee under Section 5 of this ordinance shall be and is fixed and imposed at \$0.19 per annum per \$100.00 of assessed value and \$0.49 per annum per \$100.00 of assessed value for faculty and staff housing of an educational institution for the 2023 calendar year. The service charge shall be and is payable in one installment on December 15, 2023. Any service charge not paid when due shall bear interest computed at the rate of 10% per annum from the due date until paid.

SECTION 7. The real estate lawfully owned by the County of Augusta lying wholly or partly in the corporate limits of the City of Staunton, Virginia, shall be exempt from the service charge imposed by Section 5 of this ordinance.

SECTION 8. It is the intention of Section 5, 6 and 7 of this ordinance to conform to and meet all the requirements of Section 58.1-3400 et seq. of the Code of Virginia, as amended, and shall be read and construed accordingly.

SECTION 9. The annual salary for each member of the Council of the City of Staunton, Virginia, is hereby established as follows and shall remain in effect until formal action is taken to amend this ordinance:

Mayor	\$11,000
Vice-Mayor	\$10,000
Council Member	\$10,000

SECTION 10.

10.1. The City Manager is hereby authorized to transfer funds from one line item to another line item within each Fund of such budget, with the exception of the general contingency account.

10.2. Authorization is hereby given to the City Manager to withhold or postpone the expenditure of any funds appropriated by and in this ordinance when it appears to the City Manager that it would be in the best interests of the City for such expenditure to be withheld; but, this provision shall not in any way limit or restrict the right of the Council of the City of Staunton, Virginia, in its sole discretion to the fullest extent permitted by law, to direct immediate disbursement of any appropriated funds when the Council of the City of Staunton, Virginia, is of the opinion that the funds should be expended regardless of the position or action or inaction of the City Manager.

SECTION 11. Any ordinance in conflict with this ordinance is hereby repealed to the extent and only to the extent that such conflict exists. However, all ordinances not in conflict with this ordinance shall continue in effect, including specifically all ordinances of the City of Staunton, Virginia relating to taxes, licenses, fees, service charges, costs and payment and collection thereof continuing in effect except as herein specifically modified.

SECTION 12. If any part of this ordinance is found to be invalid by competent authority, the remaining portions of this ordinance shall continue in effect to the fullest extent permitted by law.

INTRODUCED: March 23, 2023

PUBLIC HEARING ADVERTISE DATE: April 5, 2023

PUBLIC HEARING DATE: April 13, 2023

ADOPTED: April 27, 2023

EFFECTIVE DATE: July 1, 2023

Stephen W. Claffey, Mayor

ATTEST:

Kiley A. Kesecker
Clerk of Council

**CITY OF STAUNTON, VIRGINIA
FY 2024 ADOPTED BUDGET**

GENERAL FUND

ANTICIPATED REVENUE

	BUDGET
General Property Taxes	\$ 32,677,989
Other Local Taxes	\$ 18,976,022
Commonwealth of Virginia	\$ 12,983,352
Current Service Charges	\$ 1,685,786
Federal Revenue	\$ 1,239,852
Recovered Costs	\$ 1,154,000
Licenses and Permits	\$ 200,650
Use of Money and Property	\$ 109,200
Fines and Forfeitures	\$ 208,500
Miscellaneous	\$ 29,000
Total Revenue	\$ 69,264,351

APPROPRIATIONS

Transfer to Education Fund	\$ 15,970,171
Public Safety	\$ 16,027,624
Health and Welfare	\$ 7,372,608
Public Works	\$ 6,545,554
General Government Administration	\$ 7,276,489
Transfer to Debt Service Sinking Fund	\$ 5,591,903
Parks, Recreation, Library, and Cultural	\$ 4,307,141
Judicial Administration	\$ 2,872,144
Community Development	\$ 3,004,456
Transfer to the City CIP Fund	\$ 287,261
Educational Agency Contributions	\$ 9,000
Total Appropriations	\$ 69,264,351

DEBT SERVICE SINKING FUND

ANTICIPATED REVENUE

Transfer from the General Fund	\$ 5,591,903
General Revenues	\$ 570,374
Total Revenue	\$ 6,162,277

APPROPRIATIONS

Debt	\$ 6,162,277
Total Appropriations	\$ 6,162,277

CAPITAL IMPROVEMENTS PROJECT FUND

ANTICIPATED REVENUE

Transfer from the General Fund	\$ 287,261
Total Revenue	\$ 287,261

APPROPRIATIONS

Capital Improvements	\$ 287,261
Total Appropriations	\$ 287,261

BLUE RIDGE COURT SERVICES FUND

ANTICIPATED REVENUE

Non Capital Grants/ Contributions	\$ 1,276,752
Miscellaneous	\$ -
Charges for Services	\$ 140,000
Total Revenue	\$ 1,416,752

APPROPRIATIONS

Operations	\$ 1,416,752
Total Appropriations	\$ 1,416,752

WATER FUND**ANTICIPATED REVENUE**

Charges for Service	\$	4,552,976
General Revenues		4,317,141
Grant Contributions		3,855,000
Total Revenue	\$	12,725,117

APPROPRIATIONS

Operations	\$	2,919,855
Debt		945,262
Capital		8,860,000
Total Appropriations	\$	12,725,117

SEWER FUND**ANTICIPATED REVENUE**

Charges for Services	\$	3,994,000
General Revenues		52,500
Grant Contributions		4,555,000
Total Revenue	\$	8,601,500

APPROPRIATIONS

Operations	\$	2,868,937
Debt		868,943
Capital		4,863,620
Total Appropriations	\$	8,601,500

PARKING FUND**ANTICIPATED REVENUE**

Charges for Services	\$	308,300
Interfund Loan	\$	-
General Revenues		141,040
Total Revenue	\$	449,340

APPROPRIATIONS

Operations	\$	271,684
Debt		177,656
Capital		
Total Appropriations	\$	449,340

STORMWATER FUND**ANTICIPATED REVENUE**

Charges for Services	\$	774,500
General Revenues		1,200,500
Grant Contributions		727,800
Total Revenue	\$	2,702,800

APPROPRIATIONS

Operations	\$	602,800
Capital		2,100,000
Total Appropriations	\$	2,702,800

ENVIRONMENTAL FUND**ANTICIPATED REVENUE**

Charges for Services	\$	3,636,068
General Revenues		804,001
Non Capital Grants/ Contributions		10,000
Total Revenue	\$	4,450,069

APPROPRIATIONS

Operations	\$	3,359,929
Capital		1,090,140
Total Appropriations	\$	4,450,069

EDUCATION FUND**ANTICIPATED REVENUE**

Commonwealth of Virginia	\$	21,717,957
Transfer from the General Fund		15,970,171
Federal Government		2,022,546
Charges for Services		63,801
General Revenues		585,721
Total Revenue	\$	40,360,196

APPROPRIATIONS

Administration and Operation of Schools	\$	40,360,196
Total Appropriations	\$	40,360,196

CAFETERIA FUND

ANTICIPATED REVENUE

Operating Grants	\$ 1,945,538
Charges for Service	1,400
General Revenues	<u>233,235</u>
Total Revenue	\$ 2,180,173

APPROPRIATIONS

Operations	\$ <u>2,180,173</u>
Total Appropriations	\$ 2,180,173

SCHOOL TEXTBOOK FUND

ANTICIPATED REVENUE

Commonwealth of Virginia	\$ 814,348
General Revenues	<u>205,652</u>
Total Revenue	\$ 1,020,000

APPROPRIATIONS

Operations	\$ <u>1,020,000</u>
Total Appropriations	\$ 1,020,000

SCHOOL CAPITAL IMPROVEMENTS PROJECT FUND

ANTICIPATED REVENUE

General Revenues	\$ 425,000
Total Revenue	\$ 425,000

APPROPRIATIONS

Capital Improvements	\$ 425,000
Total Appropriations	\$ 425,000

STATE OPERATED PROGRAMS

ANTICIPATED REVENUE

Operating Grants	\$ <u>2,598,076</u>
Total Revenue	\$ 2,598,076

APPROPRIATIONS

Operations	\$ <u>2,598,076</u>
Total Appropriations	\$ 2,598,076

Grand Total Revenues	\$ 152,642,912
Grand Total Expenditures	\$ <u>152,642,912</u>
Balance	\$0

INTRODUCED: March 23, 2023

PUBLIC HEARING ADVERTISEMENT: April 5, 2023

PUBLIC HEARING: April 13, 2023

Approved this _____ day of ____ 2023

Effective Date: _____

ATTEST: _____
Kiley A. Kesecker
Clerk of Council

CERTIFIED: _____
Stephen W. Claffey
Mayor of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	April 27, 2023	Leslie Beauregard City Manager Amanda Kaufman Assistant City Manager
Item #	C	
Department:	City Manager’s Office	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Responsive, Efficient Government	
Subject:	Resolution Adopting the Virginia Opioid Abatement Authority Gold Standard Incentive	

Background: The Commonwealth of Virginia, through the Office of the Attorney General, initiated a number of legal claims against various manufacturers and distributors of opioid pharmaceuticals

On November 11, 2021 the Staunton City Council, as a local government in Virginia, approved proposed settlements with one manufacturer (Janssen) and three distributors (McKesson, Cardinal Health, and AmerisourceBergen) of opioid pharmaceuticals that agreed to a \$26 billion national settlement which includes the potential distribution of up to \$530 million to Virginia and its localities. That settlement resolved all claims that settlement participants could have against Janssen, McKesson, Cardinal Health, and AmerisourceBergen arising out of the manufacture and distribution of opioid pharmaceuticals. As part of that settlement process, the Staunton City Council joined the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding ("Virginia MOU").

On March 9, 2023 the Staunton City Council, as a local government in Virginia, approved additional proposed settlements with entities in the opioid distribution supply chain. These entities are Teva, Allergan, Walmart, CVS, and Walgreens.

The proposed settlement with these five entities is estimated to be \$18.7 billion.

Virginia's share of the settlement funds is estimated to be \$425 million. The amount of funds that Virginia receives is contingent upon how many localities agree to participate in the settlements and the Virginia MOU. The settlement will be administered and allocated in the same manner as the 2021 settlements with Janssen, McKesson, Cardinal Health, and AmerisourceBergen.

The City of Staunton agreed to participate in these settlements at the Council's March 9, 2023 meeting. If the City further commits to adopting the Virginia Opioid Abatement Authority's (OAA) Gold Standard, the City of Staunton will be eligible for a 25% increase in OAA funding eligibility. The Gold Standard stipulates the following:

- Participating cities and counties will only utilize OAA Distributions to fund efforts designed to treat, prevent, or reduce opioid use disorder or the misuse of opioids through evidence-based or evidence-informed methods, programs, or strategies;
- Participating cities and counties shall not supplant funding of an existing program nor collect indirect costs;
- Participating cities and counties shall provide the Authority with information on implementation of said methods, programs, or strategies and allow such monitoring and review as may be required by the Authority; and
- Participating cities and counties must agree to certain base terms and conditions established by the OAA Board of Directors before receiving any OAA Distributions.

The OAA's full Gold Standard Policy is also attached to this agenda item.

The City Manager's Office has actively been holding discussions with the neighboring localities of Augusta County and the City of Waynesboro regarding a potential regional approach to managing the use of these settlement funds. Staff will return to Council for direction regarding a regional approach and the usage of the settlement funds at future meetings.

Attachments:

Attachment 1—Proposed Resolution

Attachment 2—Opioid Abatement Authority Gold Standard Incentive Policy

City Manager's Recommendation: Adopt the resolution, as presented.

Suggested Motion: I move that City Council adopt the proposed resolution adopting the Virginia Opioid Abatement Authority Gold Standard Incentive, associated with the Opioid Settlement Funds, as presented.

City Manager: Leslie Beauregard

ATTEST: _____
Kiley A. Kesecker,
Clerk of Council

TO INCENTIVIZE CITIES AND COUNTIES TO USE AND REPORT DIRECT DISTRIBUTIONS FROM OPIOID SETTLEMENTS BY MEETING THE OAA “GOLD STANDARD”

The Board of Directors (“Board”) of the Opioid Abatement Authority (“OAA”) is statutorily required to allocate a specific portion of the Opioid Abatement Fund (“Fund”) to each participating city and county (*see* Virginia Code § 2.2-2374(D)(2)). For purposes of this policy, this allocation will be referred to as the “OAA Distribution.”

In turn, each participating city and county has statutory obligations attached to the receipt of OAA Distributions (*see* Virginia Code § 2.2-2370(A)). These obligations are summarized below. For purposes of this policy these statutory obligations will be referred to collectively as the OAA “Gold Standard.”

- Participating cities and counties will only utilize OAA Distributions to fund efforts designed to treat, prevent, or reduce opioid use disorder or the misuse of opioids through evidence-based or evidence-informed methods, programs, or strategies;
- Participating cities and counties shall not supplant funding of an existing program nor collect indirect costs; and
- Participating cities and counties shall provide the Authority with information on implementation of said methods, programs, or strategies and allow such monitoring and review as may be required by the Authority.
- Participating cities and counties must agree to certain base terms and conditions established by the OAA Board of Directors before receiving any OAA Distributions.

In addition to receiving the OAA Distribution, each participating city and county will also receive distributions directly from the settling companies. For purposes of this policy, this allocation will be referred to as the “Direct Distribution.”

The use and reporting requirements of the Direct Distribution are outlined in the nationally-negotiated settlement agreements and not through State statute. These use and reporting requirements are not as stringent nor as clear as the OAA’s Gold Standard, and in fact the OAA Gold Standard will always meet or exceed the requirements of the settlement agreements.

To encourage participating cities and counties to use all of their Direct Distribution funds fully for remediation and abatement, and to encourage participating cities and counties to report the use of their Direct Distribution funds to the OAA for the purpose of ensuring statewide adherence to the various settlement agreements, the Board hereby offers a voluntary financial incentive to each participating city and county. For each fiscal year that a participating city or county agrees to use and report their Direct Distribution funds according to the same standards they are required to use and report their OAA Distribution funds (i.e., the Gold Standard), the Board agrees to increase that city or county’s OAA Distribution by 25% above the base amount for that same fiscal year.

As noted above, each year that a city or county applies for any OAA Distribution, it must first agree to a set of base terms and conditions set by the OAA Board. In addition to those base terms and conditions, there will also be an additional set of extra terms and conditions that only apply to cities and counties that elect to participate in the incentive. These extra terms and conditions will specify the requirements for participating in the incentive. In short, each city or county will communicate its decision as to whether it will participate in the incentive by completing and submitting this additional set of terms and conditions.

Date of Board Approval: October 24, 2022

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	April 27, 2023	Kurt Plowman Chief Technology Officer Jessie Moyers Chief Finance Officer
Item #	D	
Department:	Information Technology Finance Department	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Responsive, Efficient Government	
Subject:	Memorandum of Understanding for the Regional P25 Radio Project	

Background: The City of Staunton, in conjunction with Augusta County and the City of Waynesboro, have developed a Memorandum of Understanding (MOU) for the governance and oversight of the Regional P25 Radio system. The MOU sets parameters for the allocation of capital costs related to the infrastructure of the new system, names the City of Staunton as the fiscal agent for the project infrastructure, and appoints Chief Technology Officer Kurt Plowman as chair of the policy team for a term of two years. As fiscal agent, the MOU also notes FCC licenses will be held in the name of the City of Staunton on behalf of all parties.

Attachment: Memorandum of Understanding for Regional P25 Radio Project

City Manager's Recommendation: Authorize the City Manager to execute the Memorandum of Understanding for the Regional P25 Radio Project as presented.

Suggested Motion: I move that City Council authorize the City Manager to execute the Memorandum of Understanding for the Regional P25 Radio Project, as presented.

City Manager: Leslie Beauregard

STAUNTON, AUGUSTA, AND WAYNESBORO
REGIONAL P25 RADIO PROJECT INFRASTRUCTURE
MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into on this [REDACTED] day of [REDACTED], 2023, by and between the County of Augusta, a political subdivision of the Commonwealth of Virginia (“Augusta”); the City of Staunton, a municipal corporation of the Commonwealth of Virginia (“Staunton”); and the City of Waynesboro, a municipal corporation of the Commonwealth of Virginia (“Waynesboro”) (also individually referred to herein as “Party” and collectively as the “Parties”).

WITNESSETH:

WHEREAS, the governing bodies of Augusta, Staunton, and Waynesboro have determined that it is in the best interest of each jurisdiction to support the mission-critical needs of the localities’ individual and collective public safety and public service personnel, and citizens’ property and business interests by maintaining, at the highest level of availability and integrity, the L3Harris, P25 Phase 2 simulcast radio system created by the Parties which was procured through a Request for Proposals pursuant to the Virginia Public Procurement Act; and

WHEREAS, the Parties now wish to create a new arrangement and enter into this Agreement.

NOW, THEREFORE, the Board of Supervisors of the County of Augusta, Virginia; the Council of the City of Staunton, Virginia; and the Council of the City of Waynesboro, Virginia, in consideration of the mutual obligations and mutual benefits accruing to their respective localities from this Agreement, have agreed upon the terms herein among themselves as follows:

ARTICLE I.
SYSTEM DEFINED

Sec. 1-1. The Parties agree to utilize the system in accordance with the rules and regulations of the Federal Communications Commission (FCC) and the Commonwealth of Virginia and to operate the system in a professional manner and only for official business purposes.

Sec. 1-2. The “backbone” components of the system, which include communications towers, repeaters, communications infrastructure, antennas, system controllers, microwave equipment, equipment shelters, and system frequencies, as defined in Appendix A, are shared and jointly operated by the Parties to ensure adequate system operations. All licenses required by the FCC are held in the name of the City of Staunton on behalf of the Parties.

Sec. 1-3. In order to ensure system integrity, all Parties must utilize L3Harris or their assigned subcontractors as the authorized service provider to the system. All

components that comprise the communication system shall be maintained jointly by the Parties. Tower structures and shelters will be the responsibility of the individual Party as indicated in Appendix A.

Sec. 1-4. In order for the system to operate at the reliability level for which it was designed and that the support of the system is not dependent on the technical abilities of any individual Party, all Parties agree that the system will be maintained through a service agreement with L3Harris unless it is deemed by the Parties that another service provider is needed to resolve a pending situation. Such decision shall be made in accordance with the provisions of Article VI of this Agreement.

Sec. 1-5. Necessary and periodic upgrades, software enhancements and emergency technologies will be funded by the Parties' normal funding process. If it is deemed that major system enhancements beyond necessary and periodic upgrades are required, each Party is responsible for coordinating with their locality's governing board to appropriate the funds necessary for the enhancements.

ARTICLE II.

RADIO SYSTEM GOVERNANCE

Sec. 2-1. The Parties shall appoint representatives to a "Policy Team" which shall exercise those duties and responsibilities set out in this MOU. The Policy Team is identified as follows.

- (a) Director of Information Technology, City of Staunton
- (b) Director of Emergency Communications Center, Augusta County
- (c) Director of Emergency Management and EMS, City of Waynesboro

Sec. 2-2. The Policy Team shall be responsible for oversight of policy and fiscal issues related to the system, subject however to appropriations of necessary funds by the governing bodies of the Parties.

Sec. 2-3. The members of the Policy Team can recommend contractual services to the respective governing bodies for professional experts and consultants as required to protect the integrity of the system and the interests of the Parties.

Sec. 2-4. In no event shall Parties be liable to each other for any indirect, incidental, special or consequential damages including, without limitation, damages attributed to any malfunction of the system, regardless of the cause of action, arising out of or in connection with a Party's performance.

Sec. 2-5. The members shall individually and collaboratively seek grants to enhance the public safety communication network. Any grants must be approved by the Parties. Matching requirements for grants will be paid by all Parties according to the Party allocation percentages.

Sec. 2-6. Parties will individually be responsible for maintaining adequate insurance on equipment and infrastructure owned by their respective jurisdictions. Shared components will be insured by the jurisdiction in which the component is located.

Sec. 2-7. Parties will individually be responsible for maintaining any lease agreements on equipment sites within their respective jurisdictions.

ARTICLE III.

BUDGET & FISCAL MATTERS

Sec. 3-1. The same ratio used to purchase the P25 Phase 2 Simulcast Radio System shall be used to divide any infrastructure maintenance service agreements and any system costs not addressed in Sec 1.3. This division of costs shall be referred to as the “Party allocation percentage.”

- (d) 56% Augusta County
- (e) 22% City of Staunton
- (f) 22% City of Waynesboro

Sec. 3-2. The fiscal agent will maintain a program account for the receipt of funds paid by each Party. The fiscal agent shall be chosen by the Parties. The fiscal agent on the Effective Date shall be the City of Staunton. The City of Staunton shall remain the fiscal agent unless and until a different fiscal agent is chosen by the Parties.

Sec. 3-3. The Parties agree that once the fiscal agent provides an invoice and supporting documentation, that payment to the fiscal agent shall be delivered within fourteen (14) days.

Sec. 3-4. The Parties will adopt an annual budget for operations, maintenance, and repair of the SAW P25 Radio Infrastructure. The budget shall be approved in sufficient time to be included in each Party’s annual budget proposal. At the option of the Parties, the budget request in any year may include components for future construction or other capital improvements.

Sec. 3-5. The Parties have no authority to incur debt obligations or approve expenditures in excess of the funds appropriated to it by the governing bodies of each Party.

ARTICLE IV.

SYSTEM POLICY

Sec. 4-1. Only P25 compliant subscribers should be maintained on the system. It is encouraged that all Parties use P25 Phase 2 subscribers to maintain optimal use and interoperability capabilities. It is further encouraged that installations be performed by trained, certified L3Harris authorized service personnel. This requirement protects the overall system operation and integrity. The use of non-L3 Harris radios or equipment is prohibited unless preapproved by the policy team.

Sec. 4-2. Remote Tower Site and other backbone facility access is strictly limited to authorized trained and certified personnel only.

Sec. 4-3. Where authorized by the Policy Team, tenants may have access/use of the system. Such authorization includes talk-group/channel quantities and

operational parameters. Further, such access may also be predicated and/or subject to system capacity/capabilities.

Sec. 4-4. Other non-Party, non-tenant entities may be granted talk-group/channel access only upon approval by the Policy Team Members to which talk-group/channels are assigned as initially approved by the Party or tenant entities and as coordinated with the Parties.

Sec. 4-5. Any Additional Party may, with the approval of its governing body and with the consent of all the Original Parties, join and participate in the SAW L3 Harris P25 Phase 2 Simulcast Radio System under such additional terms and conditions for membership as may be prescribed by the Original Parties' governing bodies.

ARTICLE V.

CO-LOCATION OF OTHER RADIO SYSTEMS

Sec. 5-1. To protect the integrity and operation of the overall system, any co-location at any Remote Tower Site must undergo a frequency intermodulation study and a stress/structural analysis. Following review of the intermodulation study and the stress/structural analysis, approval will be subject to the jurisdiction which owns the affected tower. This shall include, but not limited to commercial RF systems, cellular, paging, ham radio, broadband and state/federal radio systems.

ARTICLE VI.

DISPUTE RESOLUTION

Sec. 6-1. The Policy Team, or their designees, will meet at least quarterly. Special meetings may be called by any two Policy Team members by actual notice delivered to all Policy Team members at least 48 hours prior to the meeting date, or may be held at any time upon attendance at meetings by all Policy Team members.

Sec. 6-2. A quorum necessary to act at any meeting shall be two (2) Policy Team members, or their designees. All issues presented require a majority vote of those in attendance to be adopted.

Sec. 6-3. The Policy Team members will ensure that the operation of the P25 Radio System meets all requirements of state and federal laws and regulations pertaining to such facilities and systems; ensure that the use, care, and maintenance of the equipment meet the manufacturer's recommendations; ensure that the building and grounds are properly maintained and that repairs, when needed, are promptly done.

Sec. 6-4. The chair of the Policy Team shall alternate between the members of Staunton, Augusta, and Waynesboro for a term of two years. On the Effective

Date, the chair shall be Kurt Plowman, the Chief Information Officer of the City of Staunton.

Sec. 6-5. The meetings of the Policy Team shall be conducted pursuant to the requirements set forth in the Virginia Freedom of Information Act, Va. Code § 2.2-3700, et seq., and the parliamentary procedures as set forth in “Roberts Rules of Order.”

Sec. 6-6. Any dispute, disagreement, or controversy arising among the Policy Team as to the operation of the P25 Radio System, if not resolved by the Policy Team within thirty (30) days of the date of such dispute, disagreement, or controversy arose, shall be submitted to binding arbitration by the Parties pursuant to the Uniform Arbitration Act of the Commonwealth of Virginia, Va. Code § 8.01-581.01 et seq., as may be amended from time to time.

Sec. 6-7. The arbitration award made by the arbitrators and/or Court shall be binding upon the Parties hereto.

Sec. 6-8. The Parties agree to share equally all expenses of arbitration incurred, including any court costs, but exclusive to each Party’s attorney’s fees.

Sec. 6-9. If all Parties agree in writing, the above procedure or any portion thereof may be modified.

ARTICLE VII.

MISCELLANEOUS

Sec. 7-1. The effective date (“Effective Date”) of this Agreement shall be the final date set forth below in the notarized signatures of the Parties, after all three Parties’ governing bodies approve this Agreement and authorizing its execution by their respective chief executive officer. The term of this Agreement shall be for a period of 15 years. The term may be extended for a period of five years by written agreement of the parties.

Sec. 7-2. Notices hereunder shall be sent by email and regular mail to the following chief executive officer or their successors:

Timothy K. Fitzgerald, County
Administrator
COUNTY OF AUGUSTA, VIRGINIA
P.O. Box 590
Verona, VA 24482

Leslie M. Beauregard, City Manager
CITY OF STAUNTON, VIRGINIA
P.O. Box 58
Staunton, VA 24402

Michael G. Hamp, II, City Manager
CITY OF WAYNESBORO, VIRGINIA
P.O. Box 1028
Waynesboro, VA 22980
hampmg@ci.waynesboro.va.us

Sec. 7-3. Agreement and the attachments hereto constitute the full agreement among the Parties. This Agreement may only be amended by written amendment adopted by each of the participating governing bodies.

Sec. 7-4. The Parties hereto agree that the Augusta County Circuit Court, Virginia, shall have jurisdiction and venue as to any matters requiring court action hereunder.

ARTICLE VIII.

TERMINATION OF MEMBERSHIP FROM THE RADIO SYSTEM

Sec. 8-5. Should any Party desire to terminate its participation in the system, such Party shall provide at least one year's notice of termination and shall be responsible for all costs associated with its removal from the system and for all capital and operating costs associated with the remaining Parties continuing to operate the system without degradation of capability. Further, all system frequencies shall remain part of the system unless otherwise authorized by the licensing authority. A Party may withdraw from the system and its obligations under this MOU by providing at least one-year written notice to the other Parties. The withdrawing Party must leave core backbone equipment related to the project in place so as not to affect the entirety of the system.

IN WITNESS WHEREOF, the parties hereto have set their signatures and seals:
COUNTY OF AUGUSTA, VIRGINIA

By: _____
Timothy K. Fitzgerald, County Administrator

STATE OF VIRGINIA, AT LARGE
COUNTY OF AUGUSTA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by
Timothy K. Fitzgerald, County Administrator, Augusta County.

My Commission expires: _____

Notary Public: _____

CITY OF STAUNTON, VIRGINIA

By: _____
Leslie M. Beauregard, City Manager

STATE OF VIRGINIA, AT LARGE
COUNTY OF AUGUSTA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Leslie
M. Beauregard, City Manager, City of Staunton, Virginia.

My Commission expires: _____

Notary Public: _____

CITY OF WAYNESBORO, VIRGINIA

By: _____
Michael G. Hamp, City Manager

STATE OF VIRGINIA, AT LARGE
COUNTY OF AUGUSTA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by
Michael G. Hamp, City Manager, City of Waynesboro, Virginia.

My Commission expires: _____

Notary Public: _____

Glossary of Terms

L3Harris, P25 Phase 2 Simulcast Radio System

There are many components that make up the Backbone of a Simulcast Radio System:

Radio Infrastructure - Six RF site system with twelve unique frequency pairs to provide the proposed system capacity (20 talk-paths). The system will be configured into two simulcast cells: Simulcast cell #1 contains four RF tower sites and six RF channels; Simulcast cell #2 contains two RF tower sites and six RF channels. 90% guaranteed mobile coverage service area, and 95% guaranteed coverage for the portable outdoor, light building, and medium building service areas. Geo-redundant P25 cores located at the Staunton Dispatch Center and the Waynesboro Dispatch Center.

For detailed information on the L3Harris SAW P25 Regional Radio System Design, refer to Appendix B of this MOU.

Dispatch Consoles –L3Harris Symphony consoles at the three Dispatch Centers. (Augusta County, Staunton, and Waynesboro) The Dispatch Consoles allow the public safety telecommunicators to communicate with first responders over the radio system.

Co-Locations – Cellular or other communications providers that may lease space on towers. Each proposal for co-location will need to be accompanied by a structural analysis and a frequency intermodulation study as to protect the integrity of the system.

Microwave System – This is major backhaul system for transport of communications whether it be voice or data between the Remote Tower Sites, Dispatch Centers, and the P25 Core Sites. These systems will be installed in all of the Remote Tower Sites, Paging Sites, Dispatch Centers and the Primary and Backup P25 Core Sites and they consist of the following: Microwave radios, MPLS routers, network equipment, Antennas and Transmission lines, Dehydrators, and other devices to interface with the radio equipment.

Network Switching Server (NSS) – The NSS intelligently routes calls between RF sites, dispatch consoles and Interoperability Gateways.

Paging System –New UHF paging repeaters will be installed at existing paging sites, connected back to the dispatch centers using interoperability gateways. Existing UHF paging combiners, multicouplers, transmission lines, and antennas at all paging sites will be reused. Existing pagers will be reused.

Primary Network Switching Centers (NSC) – Geo-separated high availability switches located at the City of Staunton Dispatch Center and the City of Waynesboro Dispatch Center.

Simulcast Cells – Simulcast cells allow the sites within each cell to use the same frequencies. There are two simulcast cells in the SAW design due to the distance between the tower sites. There are Four (4) sites with six (6) channels in the West cell and two (2) sites with six (6) channels in the East cell.

Subscribers – Any mobile, portable, or control station radios operating on the system.

System Frequencies – The frequencies are imperative to making the system work and work correctly without interference issues. The frequencies are coordinated by various coordinating agencies and granted by the FCC. They must be properly engineered to ensure correct channel spacing for all of the equipment involved in the system. They are used for the prime communications system including but not limited to the joint operation with other member localities as well as the interoperability with other agencies and non-member localities. The frequencies are sometimes shared on an approved basis for joint forces operations with other agencies.

Tenants – Defined as a user on the system that utilizes their own talk-group(s) to communicate. (i.e., Augusta County Sheriff's Office, Staunton Police Department, Waynesboro Fire Department, etc.)

Tower Sites

West Cell – Deerfield, Elliott Knob, Reservoir Hill, and Troxell Gap

East Cell – Grottoes, and Waynesboro

Paging Sites – Deerfield, Devils Knob (Paging Only), Grottoes, Massanutten (Paging Only), Reservoir Hill, Troxell Gap, and Waynesboro



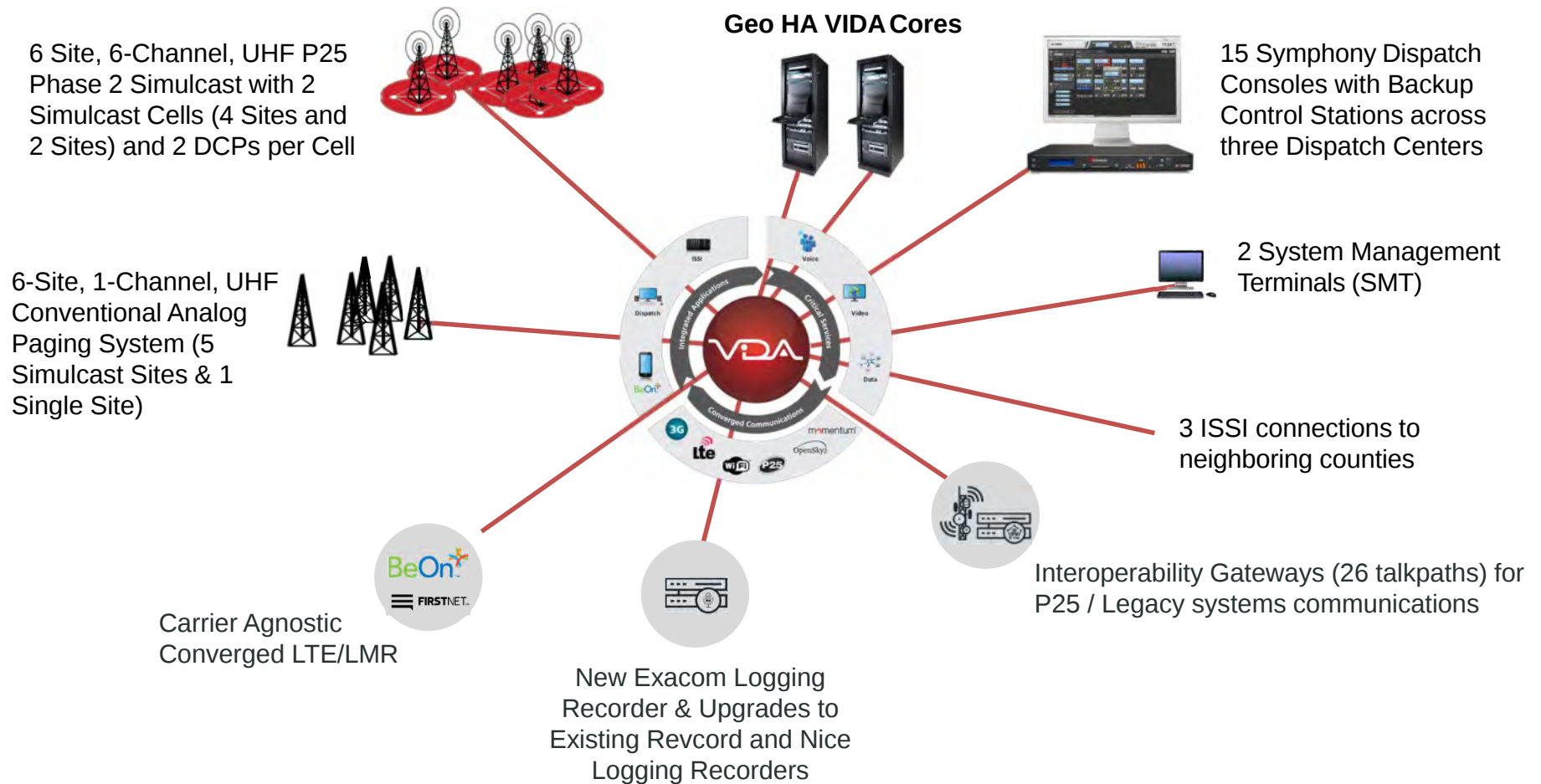
RESPONSE TO RFP K00421

SAW P25 REGIONAL RADIO SYSTEM

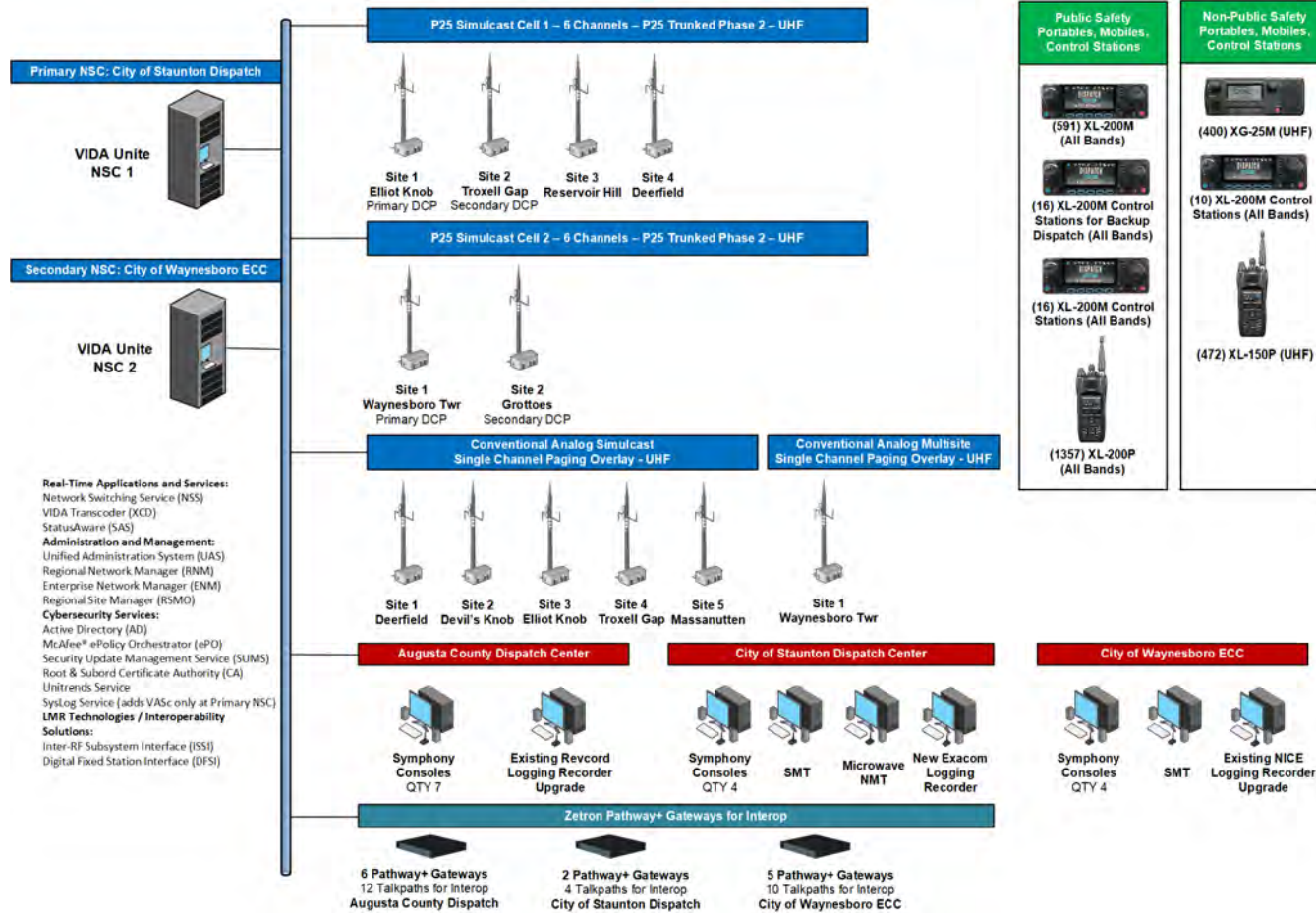
City of Staunton, Augusta County,
City of Waynesboro, Virginia

JUNE 17, 2022

System Design Overview



SAW High Level Overview



Dispatch Centers



• Augusta County Dispatch:

- 7 Symphony IP consoles
- Backup control station for each console
- Upgraded Revcard Logging Recorder
- 12 Interop Gateway talkpaths

• Staunton Dispatch:

- 4 Symphony IP consoles
- Backup control station for each console
- New Exacom Redundant Logging Recorder
- VIDA Primary Core
- 1 System Management Terminal
- 4 Interop Gateway talkpaths

• Waynesboro ECC:

- 4 Symphony IP consoles
- Backup control station for each console
- Upgraded NICE Logging Recorder
- VIDA Secondary Core
- 1 System Management Terminal
- 10 Interop Gateway talkpaths

Augusta County Dispatch Center



**Symphony
Consoles**
QTY 7



**Existing Revcard
Logging Recorder
Upgrade**



**(7) XL-200M Backup
Control Stations
(UHF)**



**6 Pathway+ Gateways
12 Talkpaths for Interop
Augusta County Dispatch**

City of Staunton Dispatch Center



**Symphony
Consoles**
QTY 4



SMT



**Microwave
NMT**



**New Exacom
Logging
Recorder**



**(4) XL-200M Backup
Control Stations
(UHF)**



**2 Pathway+ Gateways
4 Talkpaths for Interop
City of Staunton Dispatch**

City of Waynesboro ECC



**Symphony
Consoles**
QTY 4



SMT



**Existing NICE
Logging Recorder
Upgrade**



**(4) XL-200M Backup
Control Stations
(UHF)**

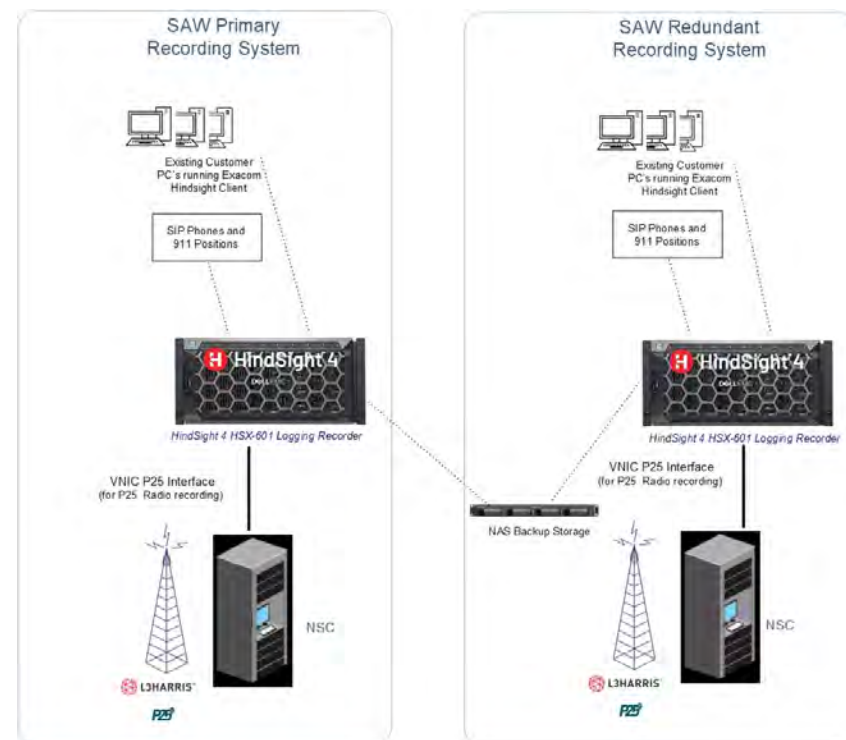


**5 Pathway+ Gateways
10 Talkpaths for Interop
City of Waynesboro ECC**

Logging Recorders



- **City of Staunton**
 - **New Exacom redundant 60-Channel recorder to support:**
 - 44 IP channels for encrypted and non-encrypted L3Harris P25 audio and data
 - 8 analog + 8 VoIP channels for 911 positions and call taker admin audio
 - 3 concurrent user licenses, per recorder, for playback operation via web client
 - 20% future growth of the radio communications system
 - Minimum of 80,000 channel-hours of storage per hard drive
 - Instant Recall
- **Augusta County**
 - **Upgrade to existing Revcord recorder to support:**
 - Addition of 44 IP channels for encrypted and non-encrypted L3Harris P25 audio and data
- **City of Waynesboro**
 - **Upgrade to existing NICE recorder to support:**
 - Addition of 44 IP channels for encrypted and non-encrypted L3Harris P25 audio and data



Subscribers



Subscribers for SAW

Public Safety - **All multi-band radios to ensure maximum interoperability**

- (591) XL-200M mobiles, all bands
- (1357) XL-200P portables, all bands
- (16) XL-200M desktop control stations
- (16) XL-200M backup control stations

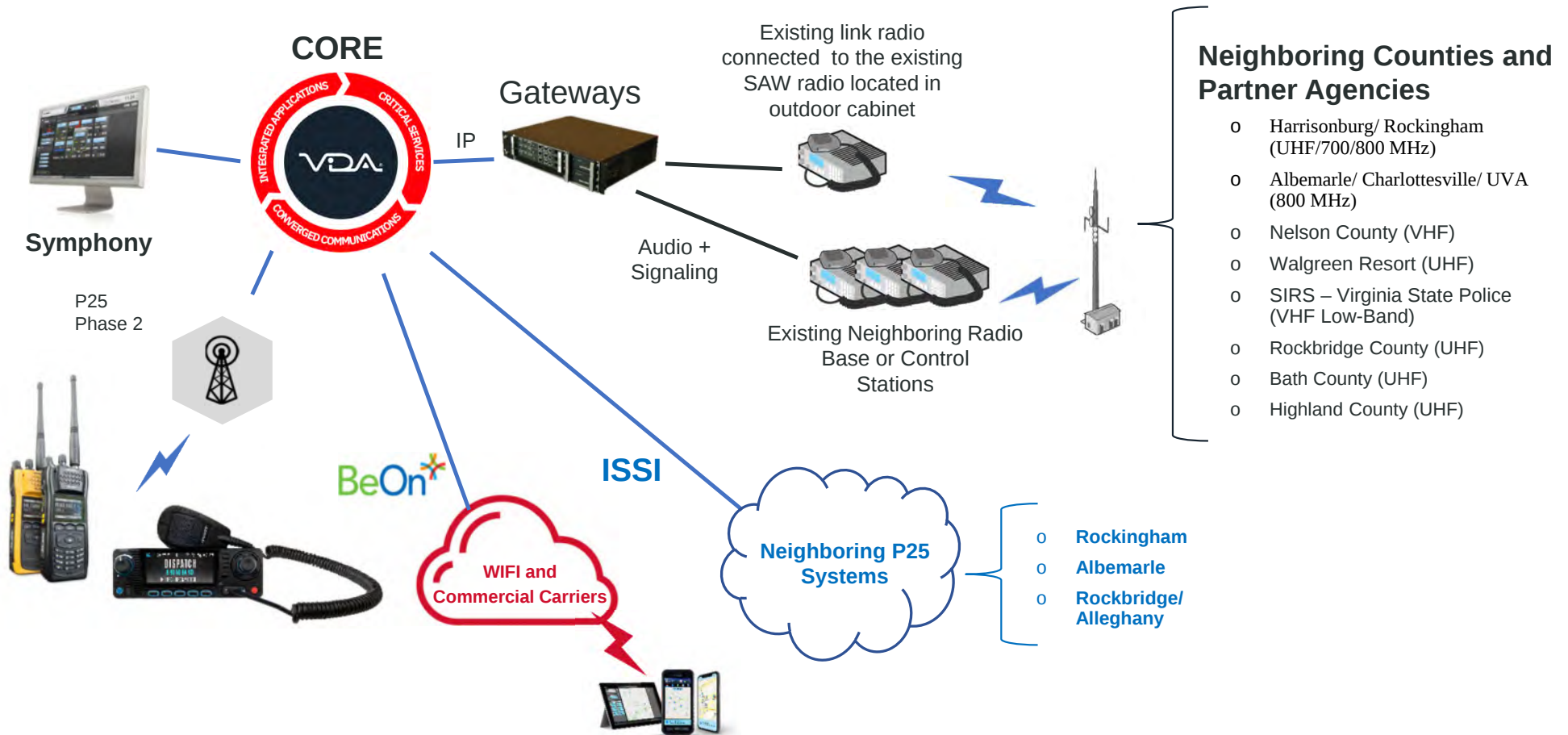


Non-Public Safety

- (400) XG-25M mobiles, UHF
- (472) XL-150P portables, UHF
- (10) XL-200M desktop control stations



Interoperability





SAW Levels of Interop

1. Inter-agency – shared Mutual Aid talkgroups and/or console patches
2. Multiband radios – VHF/UHF/700/800, P25 conventional/P25 trunked, analog/digital
3. Interop Gateway – connected to neighboring system
4. ISSI – P25 neighboring systems

Interoperability



SAW Levels of Interop

1. Inter-agency – shared Mutual Aid talkgroups and/or console patches
2. Multiband radios – VHF/UHF/700/800, P25 conventional/P25 trunked, analog/digital
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4. ISSI – P25 neighboring systems



Interoperability



SAW Levels of Interop

1. Inter-agency – shared Mutual Aid talkgroups and/or console patches
2. **Multiband radios – VHF/UHF/700/800, P25 conventional/P25 trunked, analog/digital**
3. **Interop Gateway – connected to neighboring system**
4. ISSI – P25 neighboring systems



Neighboring Counties and Partner Agencies

- o Harrisonburg/ Rockingham (UHF/700/800 MHz)
- o Albemarle/ Charlottesville/ UVA (800 MHz)
- o Nelson County (VHF)
- o Wintergreen Resort (UHF)
- o SIRS – Virginia State Police (VHF Low-Band)
- o Rockbridge County (UHF)
- o Bath County (UHF)
- o Highland County (UHF)

Interoperability

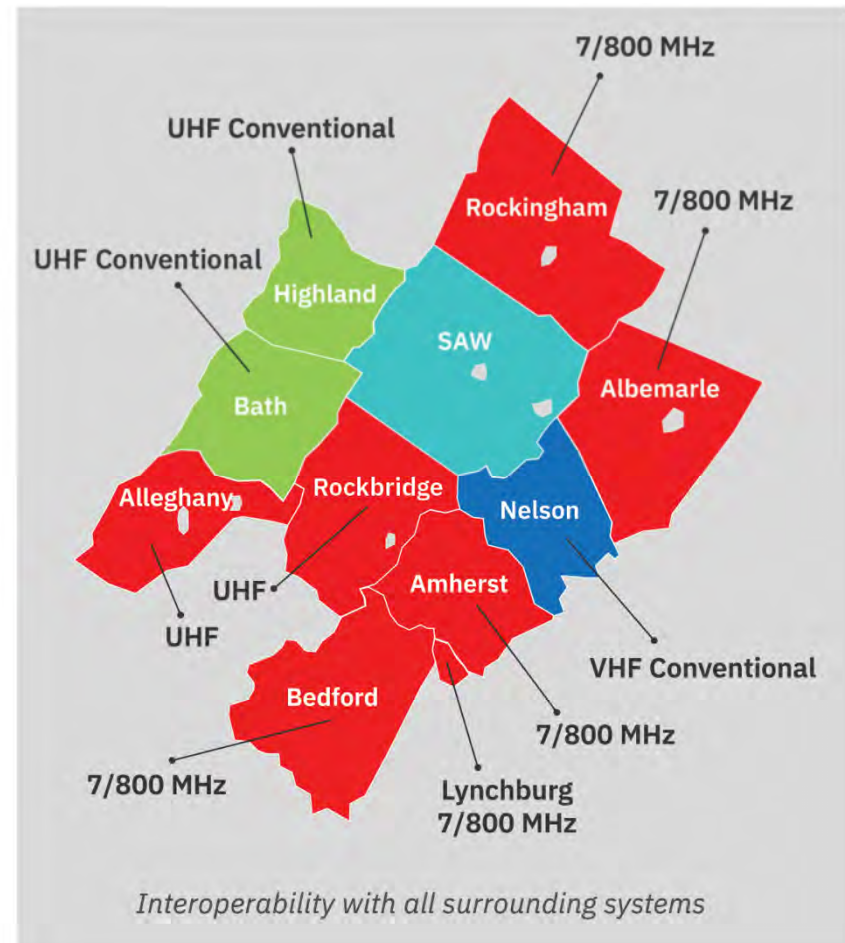


SAW Levels of Interop

1. Inter-agency – shared Mutual Aid talkgroups and/or console patches
2. Multiband radios – VHF/UHF/700/800, P25 conventional/P25 trunked, analog/digital
3. Interop Gateway – connected to neighboring system
4. ISSI – P25 neighboring systems for advanced interoperability and roaming

L3Harris includes licenses for 3 ISSI connections (Rockingham, Albemarle, and Rockbridge/ Alleghany) with 30 talkpaths total as part of the base proposal.

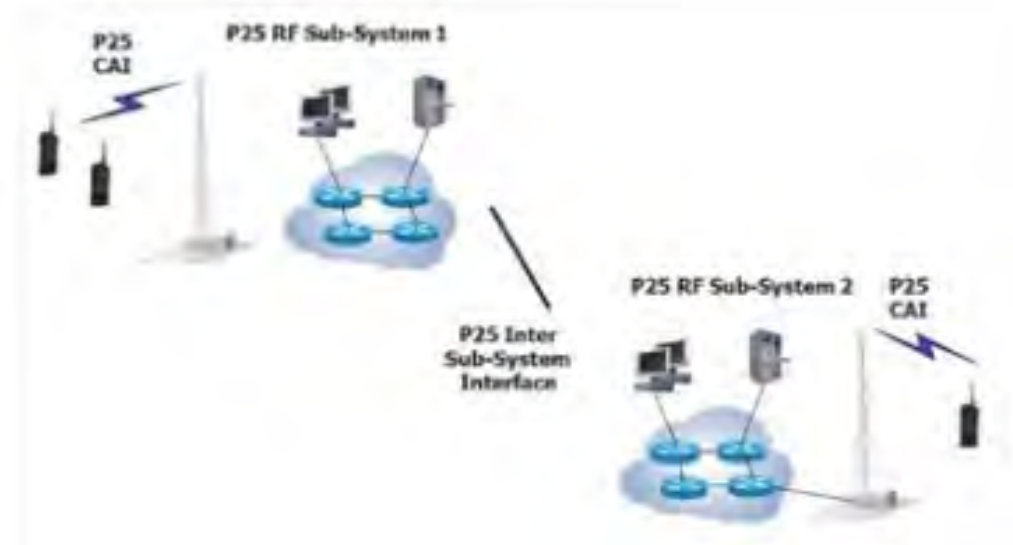
Counties in red are all L3Harris P25 systems.



Interoperability – Inter-RF Subsystem Interface (ISSI)



- ✓ P25 standard that ensures secure, interoperable communications between any P25 radio systems
- ✓ Radios on two different systems can use an ISSI-shared talkgroup to communicate with each other
- ✓ Radios can roam from one system to another while maintaining a connection to the home system, essentially extending coverage using neighboring systems



Traffic Loading Methodology – Results



The results from the L3Harris traffic tool are shown below and indicate 6 physical channels are required at each cell to support 511 active public safety users and 203 active non-public safety users during busy hour.

RESULTS BASED ON 0.65% GROWTH EACH YEAR FOR 15 YEARS	
Number of Active Public Safety Units in Busy Hour	511
Number of Active Non-Public Safety Units in Busy Hour	203
Max Acceptable Call Delay	1 sec
Delayed Call Grade of Service (GOS)	Less than 1%
Number of Voice Talkpaths Required	10
Number of Physical Channels Required	6

Frequency Availability



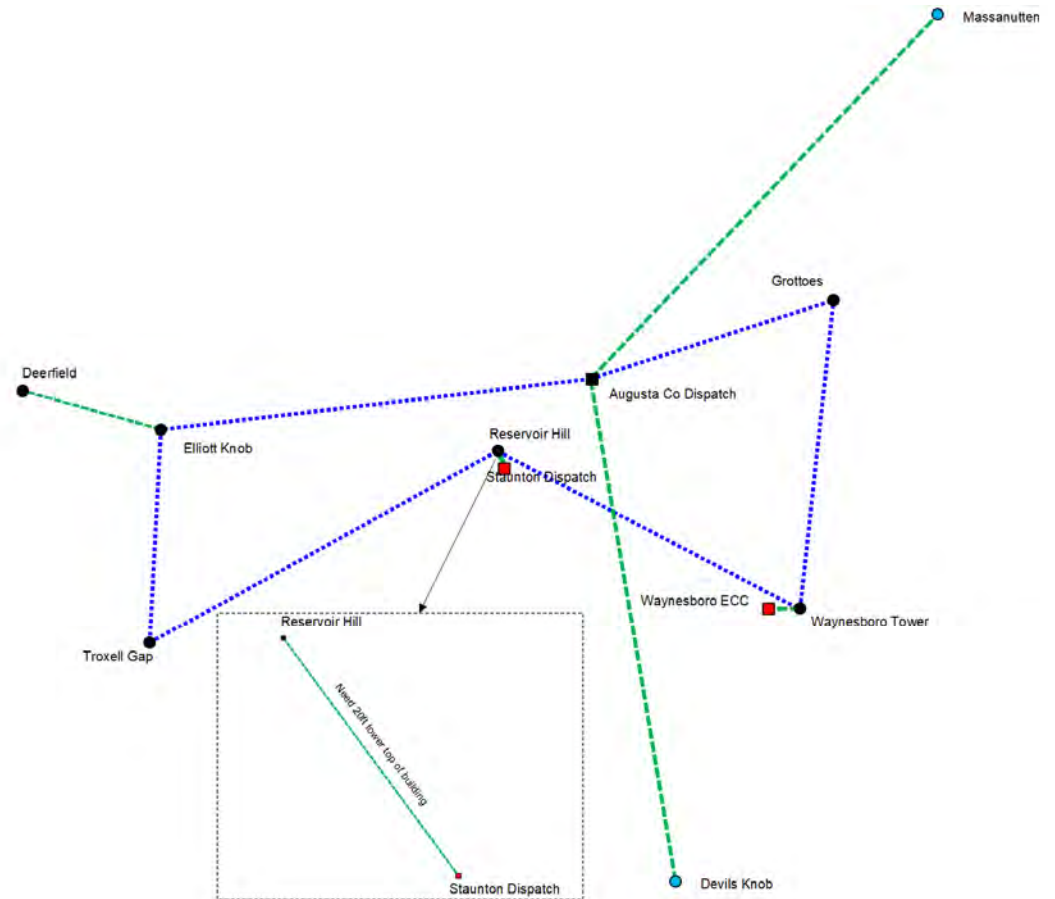
- L3Harris proposes two simulcast cells with 6-channels each. The West Simulcast Cell consists of four P25 sites and the East Simulcast Cell consists of two P25 sites.
- Our Spectrum Engineering Group has found 12 frequency pairs that meet the requirements of the system with re-use of only 1-2 pairs currently in use by the County. L3Harris proposes that SAW license all 12 frequency pairs.
- Proposed frequencies are at least 150 kHz apart – adequate for the proposed combiner system without the use of additional filtering components. The complete set of frequencies along with the intermodulation analysis will be presented at the Detailed Design review.

Microwave Backhaul Solution



Aviat Microwave Solution

- ✓ New system to replace current one with additional hops
- ✓ 11-hop design (6-Hop Loop with 5 Spurs)
- ✓ 99.995% availability at a bit error rate (BER) of 10^{-6} two-way path (round-trip) availability
- ✓ 99.999% availability at a bit error rate (BER) of 10^{-6} one-way path (outbound or inbound) availability
- ✓ Exceeds minimum capacity of 50 Mbps with 155Mbps links



Paging System - Overview



• System Overview

– New 5-Site, 1-channel Conventional Analog Simulcast UHF System

- Located at the five existing Augusta County paging sites: Deerfield, Devil's Knob, Elliot Knob, Troxell Gap, and Massanutten
 - Massanutten and Devil's Knob sites were not used as P25 simulcast sites and are paging sites only
 - Use of existing backup power (UPS/ DC plant and generator) at these two sites
 - Require room for 2 new racks of equipment, which include:
 - One rack for the new microwave equipment
 - One rack for the new paging station, network equipment, and alarm management equipment

– New 1-Site, 1-channel Conventional Analog UHF System

- Located at the existing Waynesboro paging site: Waynesboro Tower

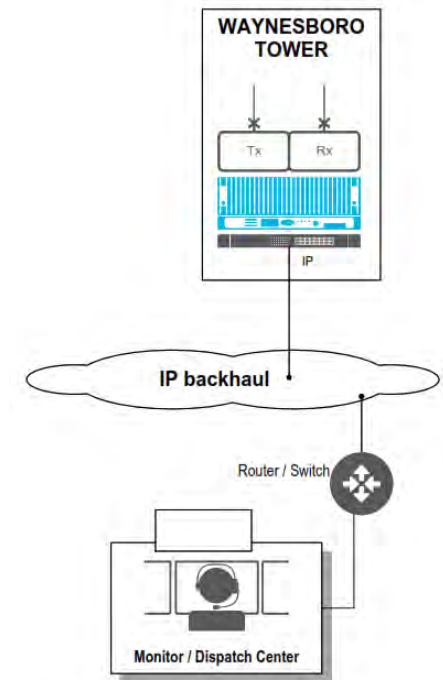
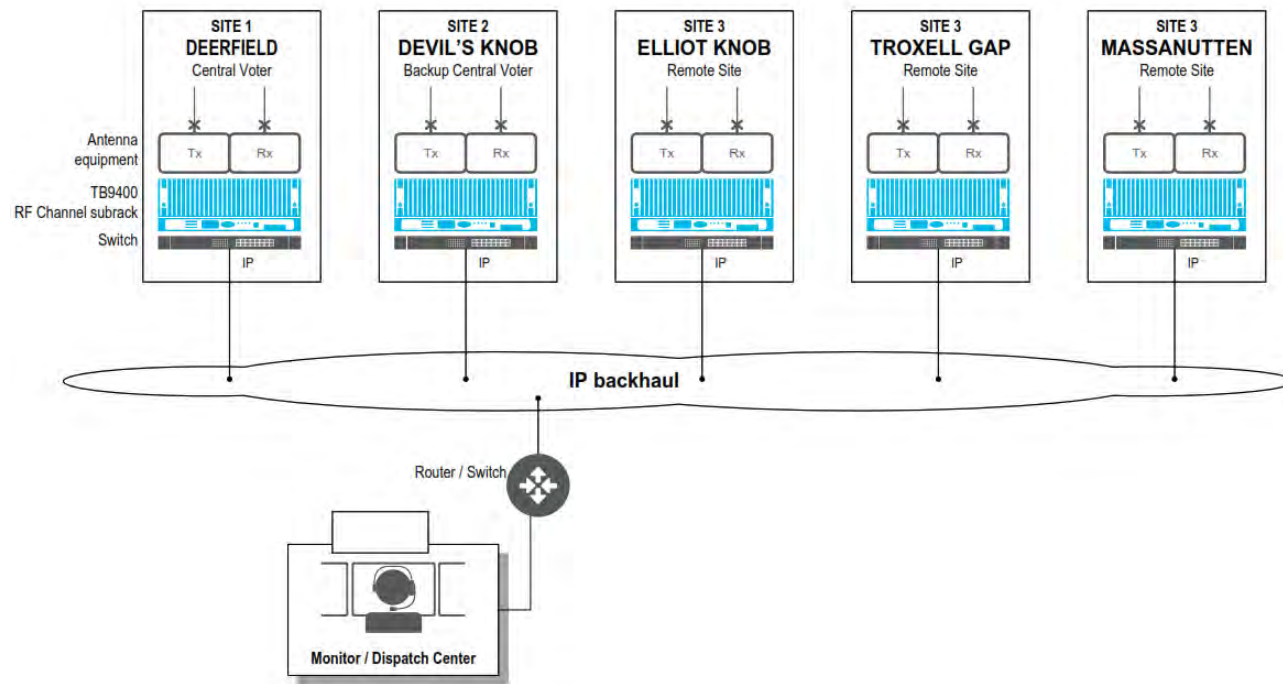
– Integration with the new P25 system via Digital Fixed Station Interface (DFSI) supported by the VIDA Core

– Use of existing antenna systems

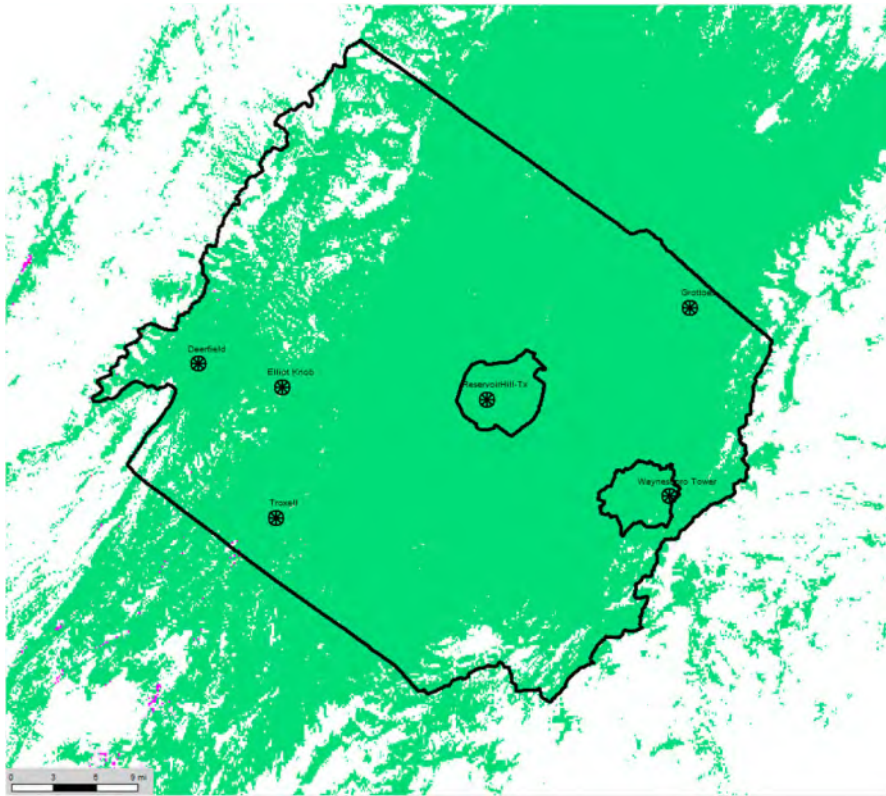
- Antenna sweeps have been included in the proposal
- The paging frequencies do not fit in the P25 system combiner due to frequency spacing and would require a separate antenna system from the new P25 antenna system. In order to save space on the towers, L3Harris proposes re-using the existing paging antenna systems.

– Use of existing paging frequencies

Paging System - High Level Diagram



Proposed Coverage – Mobile



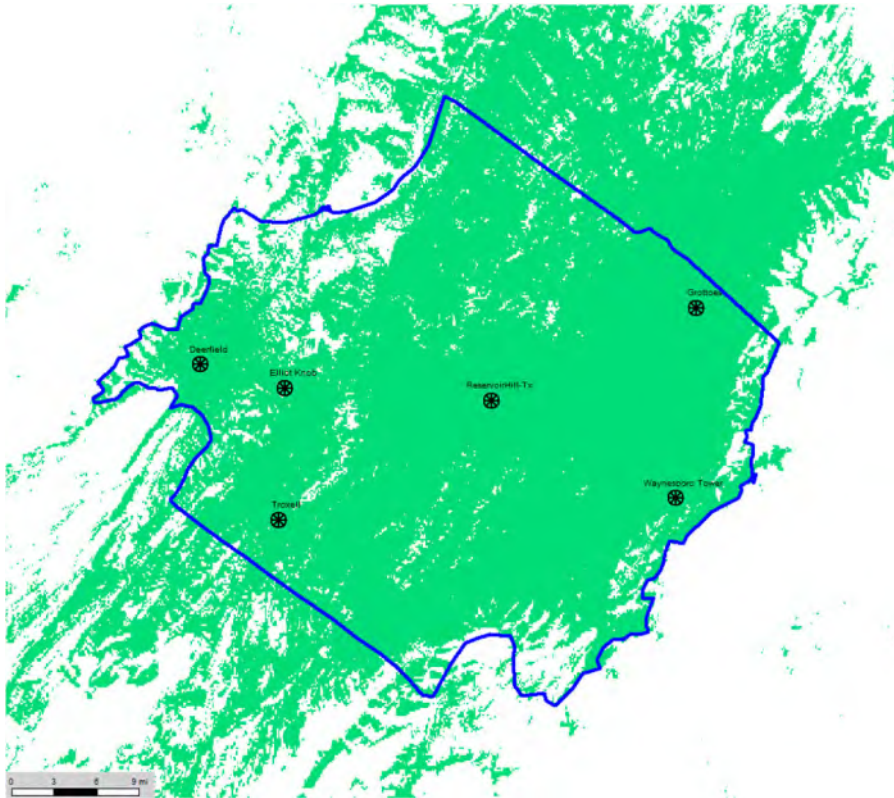
90%

GUARANTEED

REGIONWIDE
Mobile
COVERAGE

DAQ 3.4

Proposed Coverage – Portable Outdoor



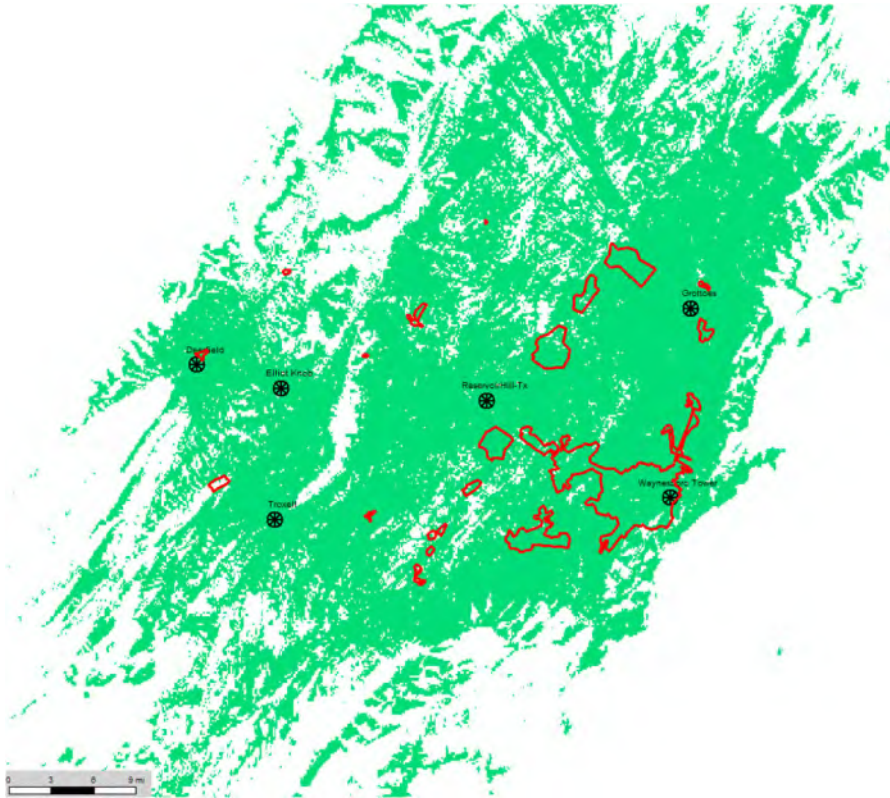
95%

GUARANTEED

REGIONWIDE
PORTABLE
OUTDOOR
COVERAGE

DAQ 3.4

Proposed Coverage – Portable 10dB Building



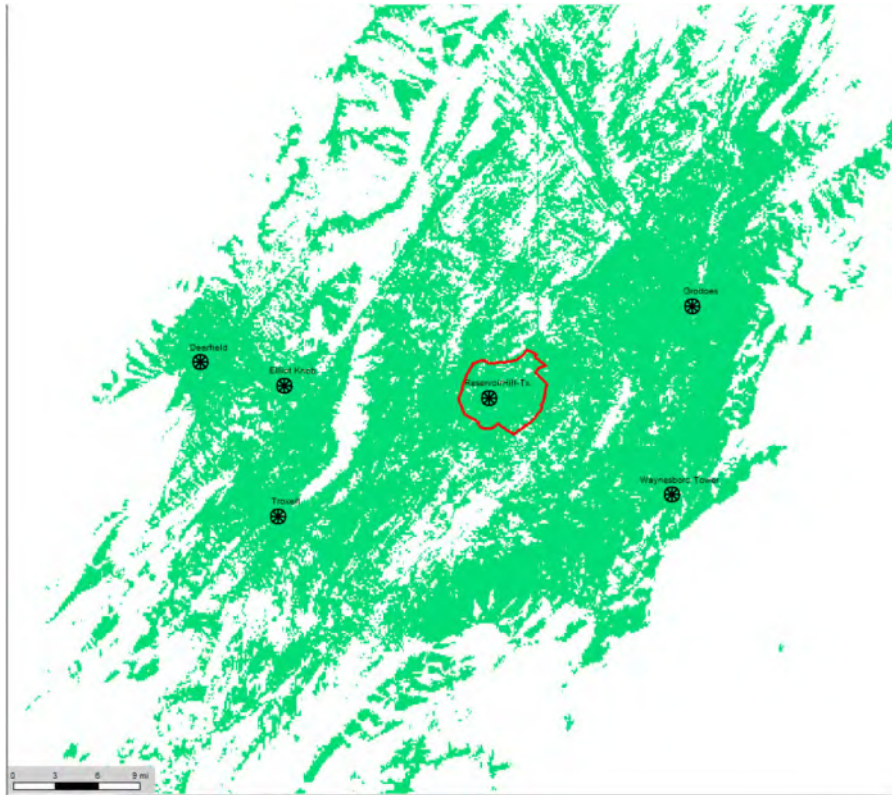
95%

GUARANTEED

REGIONWIDE
PORTABLE 10dB
COVERAGE

DAQ 3.4

Proposed Coverage – Portable 10dB Building



95%

GUARANTEED

REGIONWIDE
PORTABLE 15dB
COVERAGE

DAQ 3.4

Site Development



SITE NAME	TOWER	SHELTER/ EQUIPMENT ROOM	GENERATOR	UPS/DC BATTERY PLANT	VIDA CORE	CONSOLES
Deerfield	Existing	Existing	New	New DC Plant	None	None
Elliot Knob	Existing	Existing	New	New DC Plant	None	None
Grottoes	Existing	New	New	New DC Plant	None	None
Reservoir Hill	Existing	New	New	New DC Plant	None	None
Troxell Gap	Existing	Existing	New	New DC Plant	None	None
Waynesboro Tower	Existing	Existing	New	New DC Plant	None	None
Devil's Knob (Paging Only Site)	Existing	Existing	Existing	Existing	None	None
Massanutten (Paging Only site)	Existing	Existing	Existing	Existing	None	None
Augusta County Dispatch	None	Existing	Existing	Existing UPS	None	7 Symphony
Staunton Dispatch	None	Existing	Existing	Existing UPS	Primary VIDA Core	4 Symphony
Waynesboro Dispatch	None	Existing	Existing	Existing UPS	Secondary VIDA Core	4 Symphony