

**Work Session Agenda
Staunton City Council
Rita S. Wilson Council Chambers
May 11, 2023
4:30 p.m.**

- | | | |
|------------------|-----------|---|
| 4:30 p.m. | 1. | Annual Visit to Betsy Bell |
| 5:15 p.m. | 2. | Consideration of Work Session and Regular Meeting Agendas |
| 5:20 p.m. | 3. | Discussion of a Ward System for Electing Members of City Council |
| 5:35 p.m. | 4. | 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 as well as city and State Laws Regarding Subdivision Approval; 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 |
| 6:45 p.m. | | Break Until Regular Meeting at 7:00 p.m. |

**Regular Meeting Agenda
Staunton City Council
Rita S. Wilson Council Chambers
May 11, 2023
7:00 p.m.**

Call to Order

Pledge of Allegiance

Invocation/Moment of Silence—Darby

Proclamation—Public Works Week

Mayor's Report

Additional Items by Members of Council

Approval of Minutes

Budget Work Session of April 20, 2023

Work Session and Regular Meeting of April 27, 2023

REGULAR MEETING

- A. **Public Hearing and Consideration of an Ordinance Authorizing a Lease Agreement between City of Staunton and Happy Birthday America, Inc.***
- B. **Public Hearing and Consideration of an Ordinance Authorizing the Lease Agreement between City of Staunton and Staunton Baseball, Inc. for the Limited Use of Baseball Field and Operation of Concession Rights***
- C. **Public Hearing and Consideration of a Request by Scott Goldenberg to Amend Chapter 18.120 of the Staunton City Code to Allow Attached Private Garages to be Constructed in a Front Yard, with a Reduced Setback, for Properties with Existing Nonconforming Dwellings***
- D. **Consideration of a Final Plat for Olde South Village, Section Four**
- E. **Consideration of an Ordinance Amending Staunton City Code (SCC) Section 13.10.030, General & Technical Criteria for Stormwater Management, to Comply with Policy Guidance Issued by the Virginia Department of Environmental Quality for Certain Solar Projects**

F. Consideration of Resolution Approving City Council Summer Meeting Schedule for 2023

G. Strategic Plan Adoption

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, VA

Meeting Date:	May 11, 2023	Staff Member: Chris Tuttle
Item #	1	
Department:	Parks and Recreation	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Area: Responsive, Efficient Government	
Subject:	Visit to Betsy Bell	

Background: The deed conveying Betsy Bell Mountain to the City of Staunton for use as a city park requires that a majority of the elected members of Council shall “go in a body to the top of the mountain at some time each spring,” and that each such visit shall be noted in the minutes. The annual visit to Betsy Bell has been scheduled for the work session. All members of Council are encouraged to make this annual visit, so that the City remains in compliance with the terms of the deed.

After the visit, Councilmembers will proceed to City Hall to participate in the remainder of the work session and the regular meeting.

City Manager’s Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	May 11, 2023	City Council
Item #	2	
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, VA

Meeting Date:	May 11, 2023	Michele Edwards City Councilmember
Item #	3	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Values: Inclusion & Equity; Engagement	
Subject:	Discussion of a Ward System for Electing Members of City Council	

Background: At the request of Councilmember Edwards, an item has been added to the work session to discuss a ward system for electing members of City Council.

City Manager's Recommendation: No action needed

Suggested Motion: No action needed.

City Manager: Leslie Beauregard

ELECTING STAUNTON CITY COUNCIL FROM SINGLE-REPRESENTATIVE WARDS

Why it is time for a change.

“Government closest to people governs best.”

Thomas Jefferson’s maxim that government closest to people governs best is just as true today as it was when Jefferson said it.

The belief that those who submit to authority should have a voice in their government is the foundation of our republic and of our democracy. A representative democracy is rooted in the principle that every citizen should be equally represented. What does equal representation mean in a city that is composed of multiple and varying neighborhoods? How can this best be achieved? These are the questions we bring to you for your consideration.

The result of electing our City Council at-large:

In Staunton’s multi-seat at-large elections voters from across the city vote for multiple candidates to fill multiple seats on City Council. Davidson and Korbel (1981) explain that the concept of at-large elections was originally developed as part of the “Progressive Movement.” “While a major purpose of the structural reform was to take city government out of the hands of neighborhood and ethnic leaders, thus centralizing it under the control of businessmen, the ostensible reasons were the lofty goals of abolishing corrupt machines and bringing efficiency and businesslike principles to local government.”

Why it is time for a change.

The concern over a corrupt political machine in Staunton, if one ever needed to be eradicated, is no longer a threat. The creation of the City Manager form of government, an innovation Staunton can justly take great pride in having originated, has ensured our city is efficiently run. The two justifications for at-large elections--ending corrupt machine politics and eliminating inefficient governmental management--are no longer valid concerns. But the selection of the City Council by multi-seat at-large elections continues to ensure the type of centralized control envisioned by the “Progressives” over a hundred and twenty years ago.

Exhibit 1: Staunton City Council Members By the Wards They Live In shows just how effective multi-seat at-large elections have been in achieving the goal of centralized control and in taking government out of the hands of neighborhoods. The multi-seat at-large election of City Council members has made it possible for large areas of Staunton to be regularly without a resident on City Council.

Exhibit 2: Members Elected to Council 2006-2020 is a map of Staunton divided into the current five voting wards with the homes of the members elected to City Council over this period indicated by a black dot. The concentration of City Council members can be clearly seen.

Exhibit 3: City Council Members Elected from 2006 Thru 2020 is a map that again shows the homes of the citizens elected to City Council over this same period, but in this case the map boundaries are Staunton’s twenty U.S. Census Block Groups. The green area on this

Why it is time for a change.

map highlights the concentration of council members in six of Staunton's twenty Census Block Groups.

Exhibit 4: City Council Members Elected From 2006 Thru 2020 (Supplemental Tables to Map) provides the numbers behind the *Exhibit 3* map. The two tables included on *Exhibit 4* are based on the results of the 2020 U.S. Census. The table at the bottom of the page entitled "Entire City of Staunton" shows the population of each of Staunton's twenty Census Block Groups; the percentage of the total population this represents; the number of City Council members who were residents of a Census Block Group; and the percentage of the total members elected to City Council that lived in a Census Block Group. The table at the top of the page entitled "Concentration of Council Members" shows the six Census Block Groups where the centralization of City Council members has taken place. Upon examination you will see that an area of the city containing just twenty-eight percent of Staunton's population has produced eighty percent of the citizens who have been elected to City Council during this period. This area is highlighted in green on the map labeled *Exhibit 3*.

Exhibit 5: Citizens Who Served On Staunton City Council is a table that lists the citizens who have served on Staunton City Council from 1998 through 2023 showing each person's address and voting ward. This table is the basis for the placement of City Council members on the previous four exhibits.

The inevitable result of multi-seat at-large elections:

Staunton is a city of approximately twenty square miles and according to the 2020 U.S. Census has a population of almost twenty-six thousand living in over ten thousand six hundred households. Because of the city's physical size and number of households, candidates in multi-seat at-large elections have difficulty meeting potential voters from across the entire city. As a result, voters are often unfamiliar with the candidates. Scarrow (1999) explains that "in at-large elections, the many candidates whose names appear on the ballot, several of whom a voter must choose, have been recruited from a wide geographical area and have been required to campaign over a wide area, and consequently are often complete strangers to most of the electorate. Even incumbents may be unknown, having been unable to meet with most constituents and respond to their concerns during their term of office." Citizens are forced to choose from among strangers based on candidates' resumes and campaign literature.

Because candidates must attempt to reach all the voters in the entire city, grass roots, door-to-door, person-to-person campaigning—the process during which candidates learn their constituents' needs and educate citizens about the city's issues—is, by necessity, replaced with advertising, mailings, and expensive media efforts. This form of campaigning is expensive. It is not unusual for a winning Staunton City Council candidate to spend upwards of \$10,000 on a campaign. The cost of a city-wide campaign is an insurmountable barrier to many potential candidates.

Why it is time for a change.

It is a question of fairness:

To citizens who live outside of the neighborhoods where most City Council members live, the election of City Council by means of a multi-seat at-large system seems unfair. They see a system that consistently limits their influence on city government. They know that people of character, honesty, integrity, and good judgement can be found in their neighborhood just as they can be found in every part of the city. They know it is not the lack of merit of their neighbors that is keeping them from serving on City Council but the system by which they are elected. The principle of equal representation on which trust and faith in government is based seems to be flaunted by the repeated results of multi-seat at-large elections.

What we propose:

We propose that Staunton change the way it elects its City Council in the following manner: seven geographic wards with approximately the same number of residents in each will be established and one member of City Council will be elected from the registered voters of each of these seven wards.

Benefits of electing City Council using single-representative wards:

There is not one Staunton but many. Staunton is made up of unique neighborhoods which vary in architecture, history, demographics, and circumstance. According to the 2020 U.S. Census approximately forty percent of Staunton's households are headed by married couples,

Why it is time for a change.

of whom seventy percent own their own home. A majority of the other sixty percent of Staunton households are renters. These two demographic groups are just two of the many that make varying areas within our city unique and different. By ensuring the decentralization of the City Council and the creation of a system that ensures that the different parts of the city will always have a resident serving on City Council, we are far more likely to know our citizens' wants and needs. A City Council member who resides in a neighborhood has knowledge that can only be obtained by living there. Electing City Council from seven single-representative wards will ensure that City Council has an ear in every part of the city, and every neighborhood has a voice on City Council.

While people may share a sincere desire to do the right thing, they can have very different ideas of how best to achieve it. These ideas are shaped and formed by their personal histories, which cannot be simply left at the door of the council chambers. By changing to a single-representative ward system we will acknowledge that citizens in different parts of the city may have different views on how the city might best be run. By electing representatives from every part of the city to Council we can replace the sense of a false consensus with a genuine consensus that can be achieved only when our differences are embraced, and when compromise is reached through public debate and dialogue.

No longer will winning campaigns require thousands and thousands of dollars and this barrier to service will be removed. Grassroot, person to person campaigning will be essential. Residents will know the candidates. Neighbors will vote for neighbors.

Why it is time for a change.

Dealing with the city's bureaucracy can be a daunting task for some of our citizens. With the establishment of single-representative wards citizens will have a council member who knows them as a neighbor and who they can look to for help navigating city government.

Making the change to single-representative ward election of council members will increase trust in city government and will strengthen community solidarity. Participation in city elections will increase as citizens from underrepresented neighborhoods realize that their votes will elect "their" representative to council. Political awareness and participation will increase as citizens are solicited through direct person-to-person campaigning.

Making the change from at-large to single-member wards:

Several Virginia cities have recently made the change from multi-seat at-large election of their city councils and school boards either on their own initiative or because of court orders. These cities can serve as models for Staunton.

Exhibit 6: Code of the City of Petersburg, VA is an example of how another Virginia city made the change from electing its city council and school board in a multi-seat at-large election system to single-representative ward election system.

Concerns often raised:

- Won't the election of council members from single-representative wards pit one part of the city against another? Won't our city council become more contentious as members battle over limited resources?

At-large elections do not ensure a council that can work together cooperatively to solve the city's problems. Electing the council from single-member wards is just as likely to select people of character and goodwill. Representative government requires compromise and negotiation among various interests. Knowing these interests and publicly debating them is only going to result in a stronger city.

- Wouldn't a hybrid system, where five council members are elected from single-representative wards and two are elected at-large, ensure that City Council keeps the interests of the entire city in mind?

History has shown that for the reasons discussed earlier, at-large elections will certainly produce council members from the concentrated area shown on Exhibit 3. Two at-large seats combined with the two single-representative ward seats that this same area will likely have, will lead to the continued concentration we have seen in the past. The citizens from this area do not have a monopoly on concern for the entire city. We believe the vast majority of citizens, no matter where they live in Staunton, share a genuine concern for what is best for the whole city. The question is who will decide what that is: a council made up of members from every part of the city or a council whose majority is drawn from only one? If we believe in the

Why it is time for a change.

principle of “one man one vote,” single-representative wards are the only fair way to elect the City Council.

- Will people come forward to run for council from the newly created single-representative wards? There have been areas in the city where there never seem to be candidates for city council.

Any doubt that there are citizens willing to serve on council was recently put to rest.

With the announcement of a vacancy on council, scores of citizens from every part of the city came forward to apply to fill this seat. Why had these people never run for council? Because the barriers created by multi-seat at-large elections, barriers well known to them, were not going to be in play. If Staunton were to establish single-representative ward elections, many of these same people would undoubtedly come forward and run for their ward’s council seat.

- What will it cost to add the two additional polling places needed to accommodate seven single-representative wards?

There would be two sets of costs involved. The one-time cost of purchasing the election equipment. Each polling place added would require two (2) polling books and one (1) ballot scanner. This equipment would cost approximately sixteen thousand dollars (\$16,000) per polling place or thirty-two thousand dollars (\$32,000) if two additional polling places were added. The variable cost for two additional polling places which will be incurred in each election, such as election

Why it is time for a change.

officers' salaries and fees for equipment set-up/testing/maintenance (based on current contracts for this service), will be approximately four thousand (\$4,000) per primary election and six thousand dollars (\$6,000) per general election.

Why it is time for a change.

We want to thank Staunton City Council for giving us the opportunity to meet with you. We greatly appreciate this opportunity to present. We sincerely believe what we are proposing will make Staunton a stronger city.

Respectfully submitted,

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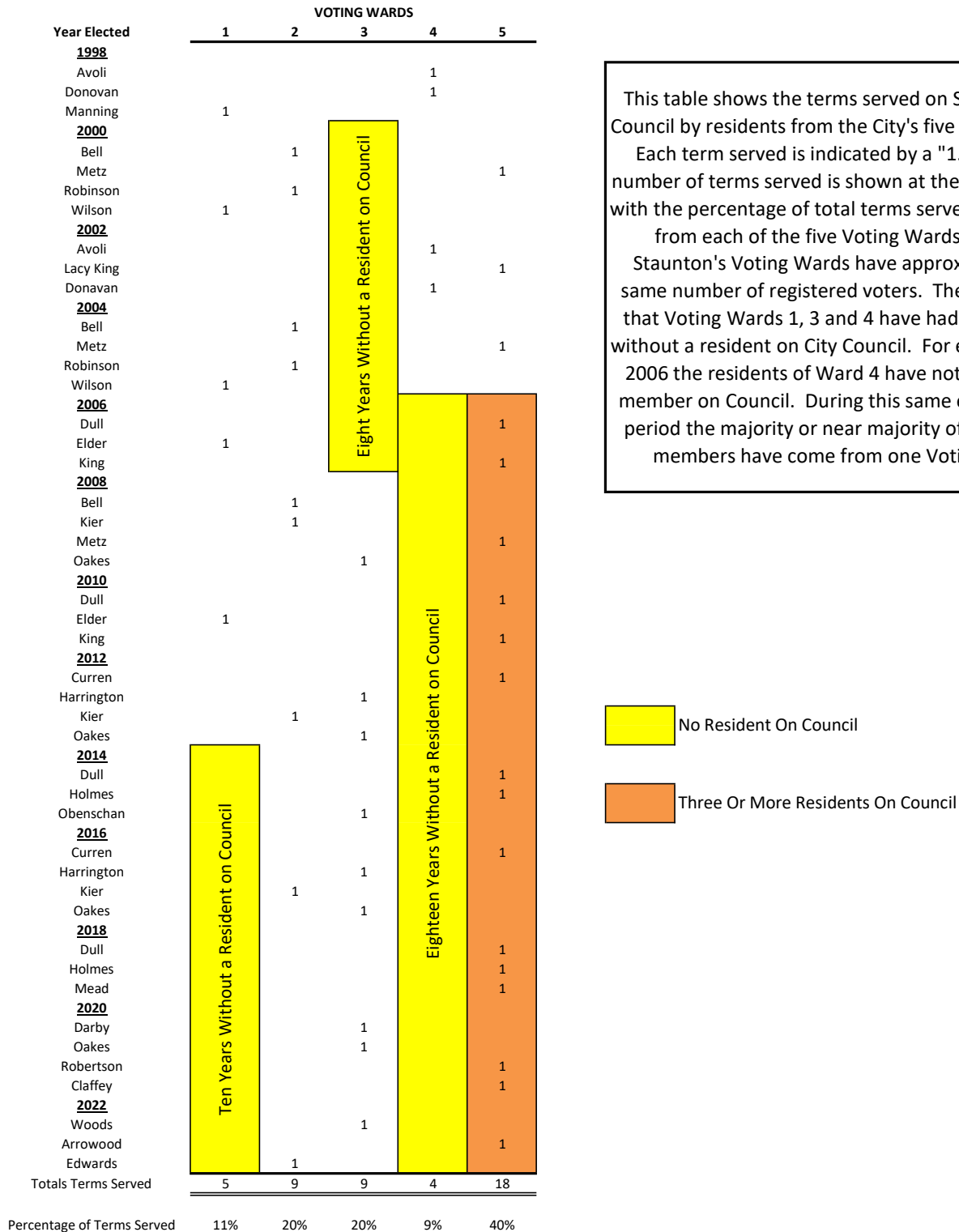
Bibliography

Davidson, Chandler; Korbel, George. (1981). "At-Large Elections and Minority-Group Representation: A Re-Examination of Historical and Contemporary Evidence." *The Journal of Politics*. 43 (4): 982-1005.

Scarrow, Howard A. (1999). "The impact of at-large elections: vote dilution or choice dilution?" *Electoral Studies*. (18): 557-567.

Staunton City Council Members
By the Wards They Live In
1998-2022

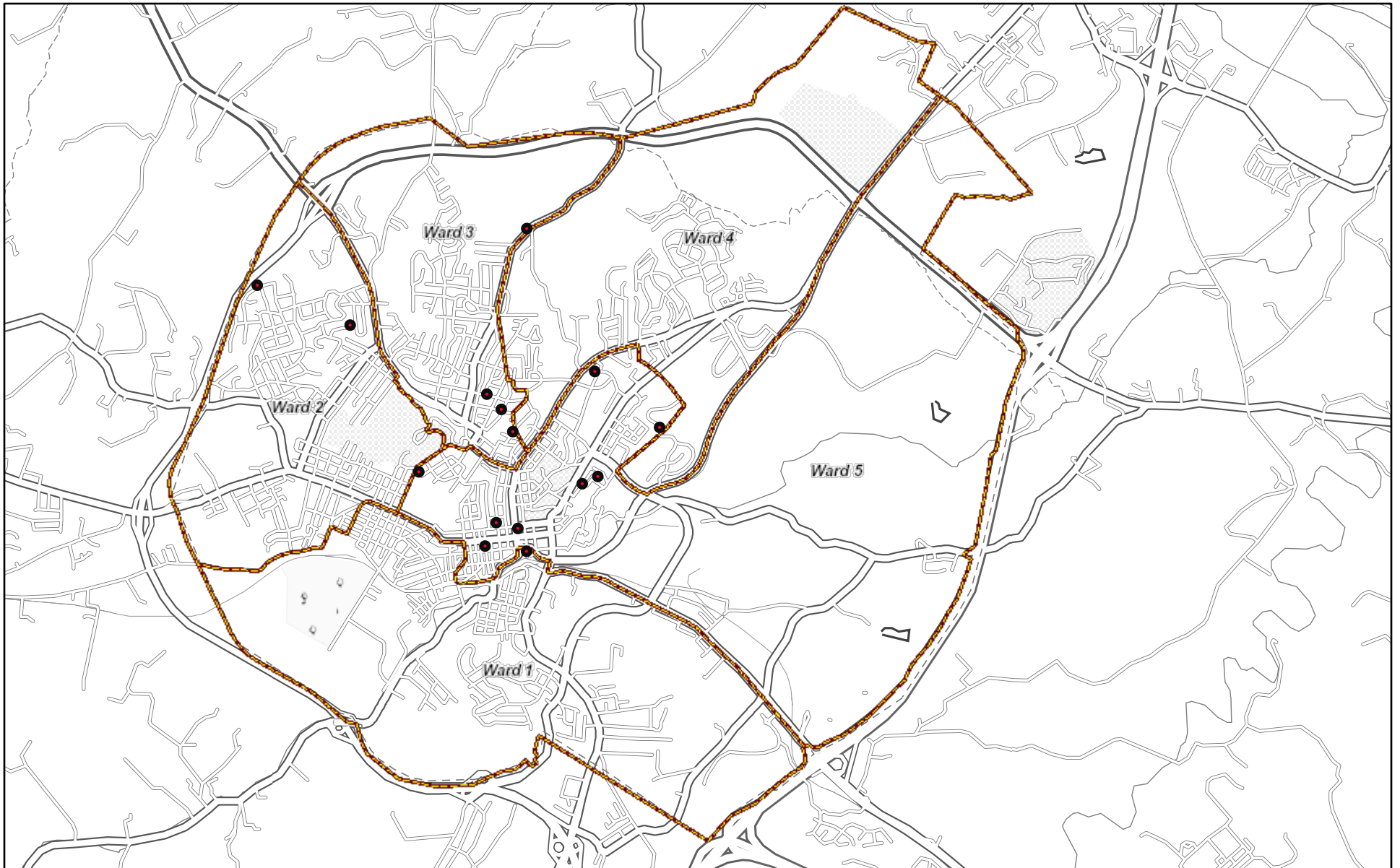
Exhibit 1



This table shows the terms served on Staunton City Council by residents from the City's five Voting Wards. Each term served is indicated by a "1." The total number of terms served is shown at the bottom along with the percentage of total terms served by residents from each of the five Voting Wards. Each of Staunton's Voting Wards have approximately the same number of registered voters. The table shows that Voting Wards 1, 3 and 4 have had long periods without a resident on City Council. For example, since 2006 the residents of Ward 4 have not had a single member on Council. During this same eighteen year period the majority or near majority of City Council members have come from one Voting Ward.

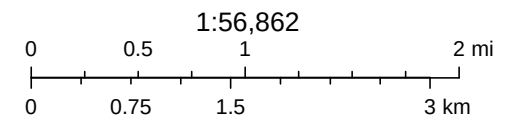
Members Elected to Council 2006-2020

Exhibit 2



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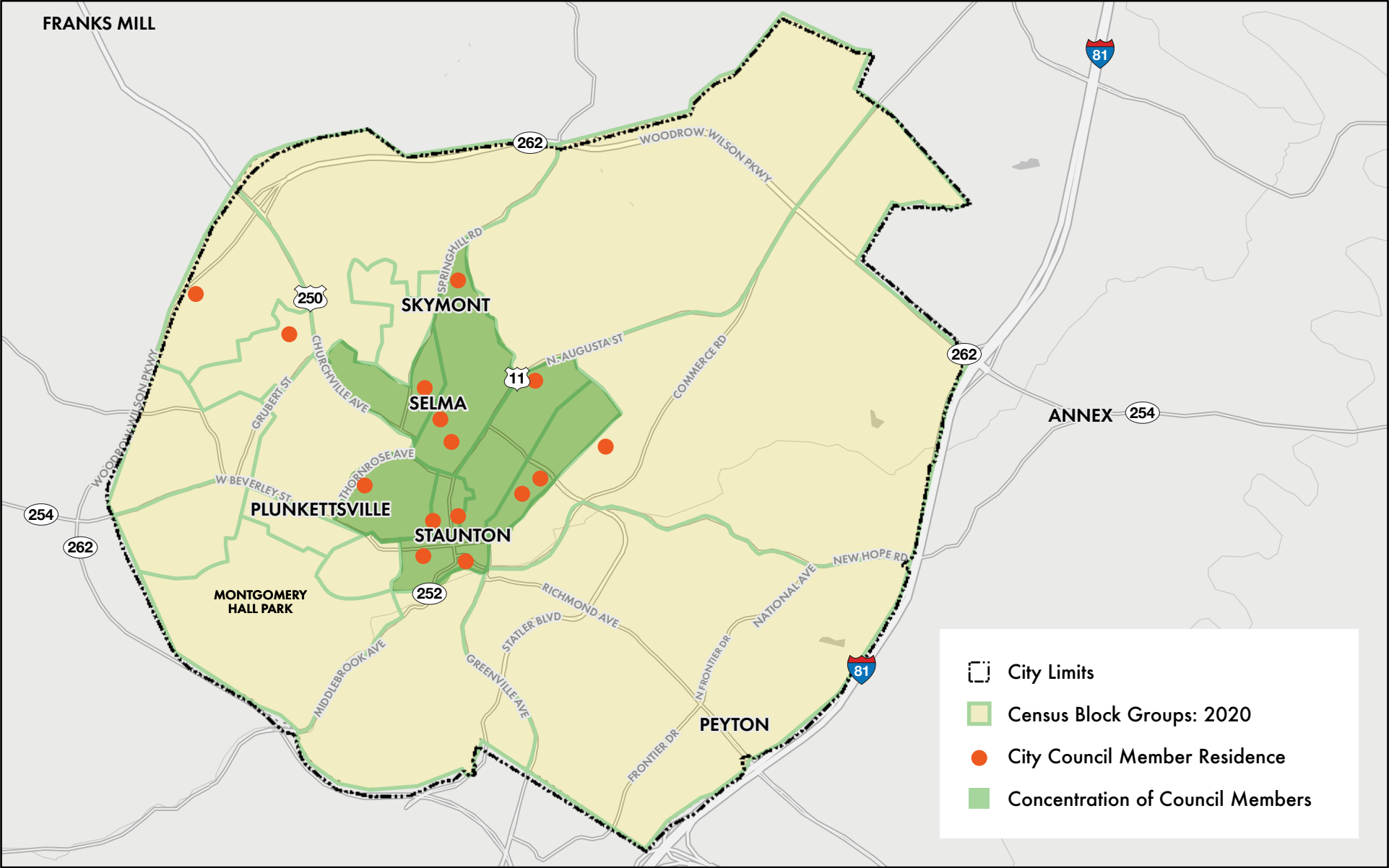
Voting Wards



CITY COUNCIL MEMBERS ELECTED FROM 2006 THRU 2020

STAUNTON, VA

Exhibit 3



City Council Members Elected From 2006 Thru 2020
(Supplemental Tables to Map)

Exhibit 4

Concentration of Council Members				
2020 Census Block-Group	Block-Group 2020 Population	% of Total Population	# of Council Members From This Block-Group	% of Total Council Members
1.0	1,145	5%	4	27%
3.5	865	3%	1	7%
4.01.3	1,068	4%	1	7%
4.02.2	1,837	7%	3	20%
5.2	988	4%	2	13%
5.3	1,368	5%	1	7%
Totals for These Six Block-Groups	7,271	28%	12	80%
All Other Block-Groups	18,479	72%	3	20%
Staunton Totals	25,750	100%	15	100%

Entire City of Staunton				
Details by All Block-Groups	Block-Group 2020 Population	% Of Total Population	# of Council Members From This Block-Group	% of Total Council Members
1.0	1,145	5%	4	27%
2.1	807	3%		0%
2.2	951	4%		0%
2.3	1,086	4%		0%
2.4	1,252	5%		0%
3.1	1,103	4%	1	7%
3.2	855	3%		0%
3.3	948	4%	1	7%
3.4	1,569	6%		0%
3.5	865	3%	1	7%
4.01.1	1,889	7%		0%
4.01.2	1,007	4%		0%
4.01.3	1,068	4%	1	7%
4.02.1	1,805	7%		0%
4.02.2	1,837	7%	3	20%
5.1	883	4%	1	7%
5.2	988	4%	2	12%
5.3	1,368	5%	1	6%
6.1	2,085	8%		0%
6.2	2,239	9%		0%
Total	25,750	100%	15	100%

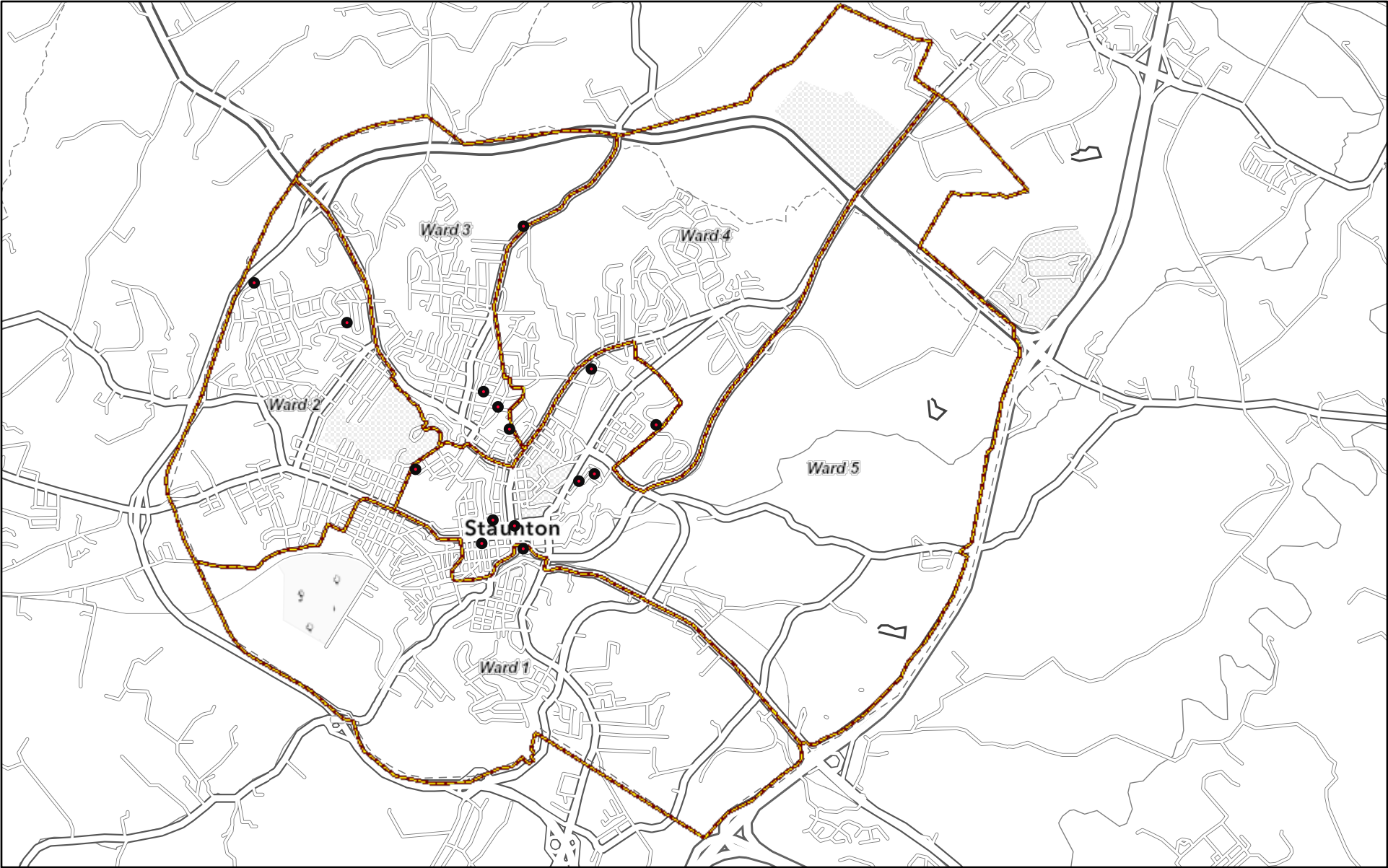
Data Sources:
U.S. Census Bureau
City of Staunton GIS

Citizens Who Served on Staunton City Council 2000-2023

Exhibit 5

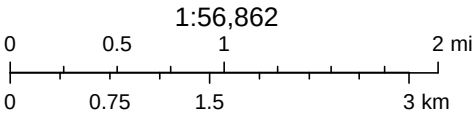
<u>Last Name</u>	<u>Address</u>	<u>Voting Ward</u>
Arrowood	236 Fillmore St.	5
Avoli	114 Bowie Street	4
Bell	2620 Eston Drive	2
Claffey	1618 Dogwood Road	5
Curren	14 South Washington St.	5
Darby	1824 D Springhill Road	3
Donovan	205 Rainbow Drive	4
Dull	1003 East Beverly	5
Edwards	112 Bell Creek Drive	2
Elder	114 South New St.	1
Harrington	116 Williams St.	3
Holmes	111 Waverly Green	5
Kier	301 Yount Ave.	2
King	114 North Lewis St.	5
Manning	601 Hilltop Drive	1
Mead	342 Sherwood Ave.	5
Metz	41 North Augusta St.	5
Oakes	427 Glen Ave.	3
Obenschain	800 Opie St.	3
Robertson	239 Thornrose Ave	5
Robinson	120 Fox Hill Drive	2
Wilson	1425 Jackson Street	1
Woods	915 Grove Lane	3

Members Elected to Council 2006-2020



9/21/2022, 11:37:31 AM

 Voting Wards



CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	May 11, 2023	City Council John C. Blair, II City Attorney
Item #	4	
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 as well as city and State Laws Regarding Subdivision Approval; 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, as well as city and state laws regarding subdivision approval 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
BUDGET WORK SESSION
April 20, 2023
7:45 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.

1. Follow up from April 13, 2023 FY 2024 Budget Work Session

Chief Financial Officer Jessie Moyers stated that the proposed General Fund budget 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 J&DR 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, except for the proposed Director of Community Development – \$532,690
- Development of five year comprehensive plan – \$100,000
- Entire budgeted debt service – \$570,374

Ms. Moyers reviewed possible changes to proposed revenues, expenditures and real estate tax rate as follows:

- Possible changes to City Manager's Proposed Budget
 - Increase Meals Tax Revenue \$200,000
 - Increase Sales Tax Revenue \$124,500
 - Increase Lodging Tax Revenue \$100,000
 - Increase Business License Revenue \$150,000
- Pros
 - Allows council to reduce the real estate rate by two cents.
- Cons
 - More aggressive approach that raises revenues for these lines higher than any actual fiscal year total recorded to date.
 - Allows for less flexibility to respond to economic downturns.
 - Reduces the potential carry over amount for FY 2024.
- One Time Expenditures totaling \$181,500 (funding proposed with FY 2023 carry over, if available). Equates to 2/3 of a penny on the real estate rate.
 - Wharf Tree Replacements \$30,000
 - E911 EMD Software \$65,000

- Entrance Corridor Overlay \$45,000
- Staunton Crossing Marketing Plan \$41,500
- Budget Reductions totaling \$107,709. Equates to 1/3 of a penny on the real estate rate.
 - CSPDC \$8,709 (reduction in proposed budget)
 - Enterprise Zone Incentives \$20,000
 - Organization Wide Operational Reductions \$101,607
- Budget Additions
 - Add part-time Permit Technician position \$22,607
- Possible Changes to 2023 Proposed Real Estate Tax Rate
 - 2.00 cents – Revenue Increases
 - 0.63 cent – One Time Expenditures
 - 0.37 cent – Budget Reductions/Additions
 - Total Real Estate Tax Reductions \$.03 cents, to \$.86/\$100 Assessed Value.

Ms. Moyers also reviewed other items requiring funding in the future 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 FY 2025 and fully operational in FY 2026
- 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 if there were any questions or comments from Councilmembers.

Vice Mayor Darby stated that she would like to keep the \$20,000 in the Enterprise Zone funds.

Ms. Edwards asked how one penny impacts the school funding formula. Ms. Moyers stated that for every penny the rate is reduced, it will impact the school's FY 2025 contribution by \$55,000.

Discussion ensued about the cost of a courthouse, the carryover from the previous year and how many pennies it is worth.

Mr. Robertson opined that keeping the tax rate at \$.89 will devastate the citizens who cannot afford it.

Mayor Claffey stated that he felt that there is development in Waynesboro and Augusta County that is outpacing Staunton, and an \$.89 tax rate would make Staunton less competitive.

Discussion ensued about real estate assessment increases, home values and the average increase.

Ms. Edwards stated that she would like to see funds put aside for other needs, e.g., Uniontown, the West End and the library. She proposed putting \$287K in each capital budget reserve to set funds aside for the future, and to keep the rate at 89 cents in order to accomplish it. Mr. Robertson stated that he felt this would be counterintuitive.

Further discussion ensued about the tax rate, Staunton Crossing, inflation, the elderly, West End sidewalks, burdened taxpayers and the average cost of a home in the city.

Mr. Arrowood stated that 89 cents is still a historic low for Staunton.

Ms. Woods stated that she could be comfortable compromising at 87 cents, as long as there are no service or personnel reductions.

Mr. Holmes stated he would be more comfortable with 89 cents, but would be willing to go down to 88 cents if it would help reach a consensus.

Ms. Edwards reiterated that she felt funds need to be set aside in the CIP designated for Uniontown, the West End and the library, and stated that at 89 cents, people are not leaving Staunton because of the tax rate.

Mr. Arrowood stated that he is most comfortable with 89 cents, which he reiterated is still one of the lowest rates in the area for cities, but would be willing to go to 88 cents.

Vice Mayor Darby stated she did not think that 89 cents would provide enough relief to the elderly population and those on a fixed income, but she would be willing to compromise at 87 cents.

Mr. Robertson stated that while he is not especially comfortable with anything over 86 cents, he would be willing to compromise at 87 cents.

Mayor Claffey stated that he felt they are underestimating the city's revenues, but would be willing to move from 85 cents to 86 cents. Discussion ensued about moving from 86 cents to 87 cents and moving the extra penny equal to \$287,000 into the CIP. Mayor Claffey stated that he is amenable to the idea.

Mayor Claffey, Vice Mayor Darby, Ms. Woods and Mr. Robertson concurred that they would be satisfied with the tax rate being set at \$.87 per \$100 assessed, taking all the reductions and putting the difference into the capital budget to be designated at a later date.

Councilmembers had no further questions or comments.

The work session adjourned at 9:42 p.m.

Kiley A. Kesecker
Clerk of Council

City Council
WORK SESSION
April 27, 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. Consideration of Work Session and Regular Meeting Agendas

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

Vice Mayor Darby moved to amend the work session and regular meeting agendas to: place work session item 5 on the regular meeting agenda as item E, to move item B to item D, item C to item B, and item D to item C.

The motion was seconded by Mr. Arrowood 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		

Vice Mayor Darby moved to approve the work session and regular meeting agendas as amended.

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. 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

Ms. Woods moved 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).

The motion was seconded by Ms. Edwards 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		

Vice Mayor Darby moved 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.

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

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

3. Discussion of Cancellation of Summer City Council Meeting(s)

City Manager Leslie Beauregard stated that in prior years, City Council has canceled 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. Those canceled meetings have historically been 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.

Mayor Claffey asked if Councilmembers had any questions or comments.

A brief discussion of schedules and potential cancellations ensued and Ms. Beauregard closed by stating that she would be sending out a poll to Councilmembers to determine which meetings should be canceled.

4. Discussion of Sentencing Alternatives to the Judiciary and Local Criminal System

Councilors Edwards and Holmes briefly discussed sentencing alternatives to the judiciary and local criminal system, such as home electronic monitoring and work release.

Mr. Holmes stated that while having more people in the at-home monitoring program would save a huge amount compared to the cost of incarceration, unfortunately, there is not much Council can do. He added that Blue Ridge Court Services and the jail are doing everything they can to convince people to use the available sentencing alternatives.

The work session adjourned at 6:38 p.m.

99
100
101

Kiley A. Kesecker
Clerk of Council

DRAFT

REGULAR MEETING OF STAUNTON CITY COUNCIL**Thursday, April 27, 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 Mr. Arrowood.

PROCLAMATIONS

Mayor Claffey read the following proclamation in recognition of Arbor Day 2023:

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.

Signed: STEPHEN W. CLAFFEY, MAYOR

Attest: KILEY A. KESECKER
Clerk of Council

City Horticulturalist Matt Sensabaugh was present to receive the proclamation and shared a few words about Arbor Day.

Mayor Claffey read the following proclamation in recognition of Letter Carriers’ *Stamp Out Hunger* Food Drive Day:

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.

Signed: STEPHEN W. CLAFFEY, MAYOR

Attest: KILEY A. KESECKER
Clerk of Council

The following representatives were present to receive the proclamation and each shared a few words about the food drive:

Stoney Caricofe, Letter Carriers Staunton President
Megan Vernon, Letter Carrier Food Drive Co-coordinator
Chris Aycock, Managing Director of Development for Blue Ridge Area Food Bank
Cindy Connors, Letter Carrier Food Drive Co-coordinator

MAYOR'S REPORT

Mayor Claffey had nothing to report.

ADDITIONAL ITEMS BY MEMBERS OF COUNCIL

Vice Mayor Darby stated she attended the Central Shenandoah Planning District Commission meeting and provided dates for some upcoming events in the city, including the Fishing Derby at Lake Tams and the First Responders Kickball Tournament. She also stated that the pro shop at the Gypsy Hill golf course would be reopening soon, and closed by recognizing the Staunton High School class of 2023 student athletes who will be continuing their athletic careers at the collegiate level.

Mr. Holmes recognized the passing of Ray Robertson, Staunton's former Commonwealth's Attorney for 42 years.

Mr. Robertson addressed the comments made during a previous meeting by a citizen who felt that the schools were still owed \$1.8 million from the city.

Ms. Edwards recognized the organizers and participants of the Earth Day event in Gypsy Hill Park. She also thanked Frank Strassler of the Historic Staunton Foundation for his presentation on the history of the West End. Mr. Arrowood concurred that the presentation was interesting and informative.

APPROVAL OF MINUTES

Mr. Holmes moved to approve the budget work session minutes of April 6, 2023 as presented.

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

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

Mr. Robertson moved to approve the work session and regular meeting minutes of April 13, 2023 as presented.

The motion was seconded by Ms. Woods 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 Resolution Authorizing a Land Exchange between the City of Staunton and the Commonwealth of Virginia Department of Military Affairs

City Attorney John Blair stated in 1955, the Commonwealth of Virginia Department of Military Affairs (DMA) acquired approximately five acres within Gypsy Hill Park from the City of Staunton. The 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.

Mr. Blair noted that there is also a pedestrian and automobile access way, for which the city would be granted an easement, that connects 116 Regimental Road with Deaver Road. The proposed resolution accomplishes the quitclaim deed as well as the deed of easement.

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

193 Mr. Holmes asked if a similar property swap has occurred before. Mr. Blair replied that the
194 transaction has been considered for years, but he was not sure if it is the same property.

195 Mayor Claffey stated that there is a parking lot between the golf course and the easement road that
196 is oftentimes used as an overflow lot for the golf course, and asked if it will still be available. Mr.
197 Blair confirmed that it would.

201 Councilmembers had no other questions or comments.

202 Mayor Claffey stated the following:

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

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

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

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

216 The public hearing was opened.

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

218 Mr. Holmes moved that City Council adopt the proposed resolution authorizing a boundary line
219 adjustment between tax map parcel ID#9164, owned by the Commonwealth of Virginia
220 Department of Military Affairs, and Tax Map Parcel ID#9115, owned by the City of Staunton; and
221 as pursuant to the terms of the proposed deeds included as Exhibits therein.

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

223	Mr. Holmes	aye	Mr. Arrowood	aye
224	Mr. Robertson	aye	Vice Mayor Darby	aye
225	Ms. Edwards	aye	Mayor Claffey	aye
226	Ms. Woods	aye		

**RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
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, VIRGINIA,
AND GRANTING EASEMENTS TO THE CITY OF STAUNTON, VIRGINIA**

Recitals

A. The Commonwealth of Virginia, Department of Military Affairs (DMA) is the owner of that certain real property containing 5 acres, more or less, located in the City of Staunton, Virginia (City), 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 Office of the Clerk of the Circuit Court of the City of Staunton, Virginia in Deed Book 113, Page 260;

B. The City is the owner of certain real property located in the City of Staunton, Virginia, designated as Tax Map Parcel ID #9115 (the City Parcel);

C. The DMA Parcel is surrounded on all sides by the City Parcel;

D. Improvements have been constructed on both the City Parcel and DMA Parcel which either bisect or create encroachments upon the property of the other;

E. The City and DMA desire to adjust the boundary lines of the DMA parcel in order to clear any and all such encroachments and/or otherwise ensure that such encroachments no longer exist;

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;

G. Virginia Code § 2.2-1150 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;

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

I. 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;

288
289 **J.** DMA and the City desire to convey to one another title to the real property as shown
290 on the attached plat, annexed and incorporated by reference as **Exhibit A**, and subject to the terms
291 and conditions of the quitclaim deed and deed of confirmation of boundary, annexed and
292 incorporated by reference as **Exhibit B**;

293
294 **K.** City staff have reviewed the plat and the quitclaim deed and deed of confirmation
295 of boundary, and recommend approval of these conveyances;

296
297 **L.** A public hearing of the matter was held pursuant to Virginia Code § 15.2-1800; and

298
299 **M.** This matter was properly advertised, heard and considered.
300

301 **NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Staunton,
302 Virginia, that pursuant to the provisions of Virginia Code § 15.2-1800, the City of Staunton
303 authorizes the boundary line adjustment between Tax Map Parcel ID #9164 and Tax Map Parcel
304 ID #9115, as shown on Exhibit A.
305

306 **BE IT FURTHER RESOLVED**, by the Council of the City of Staunton, Virginia that the
307 City Manager is authorized and directed to execute the quitclaim deed and deed of confirmation
308 of boundary, as shown on Exhibit B, and to make minor modifications to such instrument prior to
309 execution, upon advice of the City Attorney.
310

311 Adopted this 27th day of April, 2023.
312

313 Signed: STEPHEN W. CLAFFEY, MAYOR
314

315 Attest: KILEY A. KESECKER
316 Clerk of Council
317

318 **B. Consideration of Resolution Adopting the Virginia Opioid Abatement Authority**
319 **Gold Standard Incentive**
320

321 City Manager Leslie Beauregard stated that the Commonwealth of Virginia, through the Office of
322 the Attorney General, initiated a number of legal claims against various manufacturers and
323 distributors of opioid pharmaceuticals. On November 11, 2021 and March 9, 2023, Staunton City
324 Council approved proposed settlements with one manufacturer and several distributors of opioid
325 pharmaceuticals. The proposed resolution commits the city to adopting the Virginia Opioid
326 Abatement Authority's (OAA) Gold Standard, which would make Staunton eligible for a 25%
327 increase in OAA funding eligibility. The City Manager's Office has actively been holding
328 discussions with the neighboring localities of Augusta County and the City of Waynesboro
329 regarding a potential regional approach to managing the use of these settlement funds.
330

331 Ms. Beauregard introduced the Director of the Office on Youth, Ginny Newman, who presented
332 additional information on the Gold Standard and next steps.
333

334 Mayor Claffey asked if Councilmembers had any questions.
335

Councilmembers had no questions.

Vice Mayor Darby moved that City Council adopt the proposed resolution adopting the Virginia Opioid Abatement Authority Gold Standard Incentive, associated with the Opioid Settlement Funds, as presented.

The motion was seconded by Ms. Woods 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		

**RESOLUTION
OF THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
TO ADOPT THE VIRGINIA OPIOID ABATEMENT AUTHORITY GOLD STANDARD
INCENTIVE ASSOCIATED WITH OPIOID SETTLEMENT FUNDS**

WHEREAS, the City of Staunton City Council seeks to mitigate and abate the impacts of the opioid epidemic in the City of Staunton; and

WHEREAS, the mission of the Virginia Opioid Abatement Authority (OAA) is to abate and remediate the opioid epidemic in the Commonwealth through financial support in the form of grants, donations, or other assistance; and

WHEREAS, the OAA has invited each city and county in Virginia to submit proposals for grants to support efforts to treat, prevent, and reduce opioid use disorder and the misuse of opioids in the Commonwealth; and

WHEREAS, the financial assistance offered by the OAA is needed to provide opioid mitigation and abatement efforts in the City of Staunton; and

WHEREAS, the City of Staunton voluntarily agrees to meet the OAA's "Gold Standard" requirements in return for a 25% increase in OAA funding eligibility during Fiscal Years 2023 and 2024.

NOW, THEREFORE, BE IT RESOLVED, by the City of Staunton City Council that:

The City Manager is authorized to execute incentive applications to the Virginia Opioid Abatement Authority, and to execute all documents in connection therewith.

Adopted: April 27, 2023.

Signed: STEPHEN W. CLAFFEY, MAYOR

Attest: KILEY A. KESECKER
Clerk of Council

C. Consideration of Memorandum of Understanding for the Regional P25 Radio Project

Chief Technology Officer Kurt Plowman stated that 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 Mr. 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. The project is expected to take 18 to 24 months for implementation. It is a huge project involving over 3,000 towers across the country.

Mayor Claffey asked if Councilmembers had any questions or comments.

Mr. Arrowood asked if the proposed eight towers are new construction or switching out equipment on existing towers. Mr. Plowman confirmed the latter.

Mr. Roberson asked if the project will help eliminate “dead spots” within the area. Mr. Plowman confirmed that it would, with 90% guaranteed coverage with portable radios and 95% guaranteed coverage with mobiles throughout Augusta County.

Mayor Claffey asked what conditions would have to be met in order to join the network. Mr. Plowman stated that neighboring jurisdictions are on the same system which means better interoperability not only between other localities around Staunton, but between users in Staunton.

Councilmembers had no further questions or comments.

Mr. Robertson moved that City Council authorize the City Manager to execute the Memorandum of Understanding for the Regional P25 Radio Project, as presented.

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		

D. Consideration of An Ordinance to Establish a Budget for Fiscal Year 2024, July 1, 2023—June 30, 2024, totaling \$152,642,912

Chief Financial Officer Jessie Moyers recapped the FY 2024 proposed budget, currently built on a real estate tax rate of \$.87 per \$100 of assessed value, in addition to other changes made to the budget as discussed in previous work sessions.

Though the total General Fund budget of \$69,264,351 remains unchanged, Ms. Moyers outlined the proposed budget which includes the following modifications:

- Totals \$152,642,912 (city budget = \$106,059,467 and school budget = \$46,583,445).

- 432
- 433 • Provides \$15,970,171 in local funding to Staunton City Schools, an increase of \$904,934
- 434 over the FY 2023 adopted budget.
- 435
- 436 • Provides \$8,154,138 for all annual debt service payments for all funds.
- 437
- 438 • Provides \$287,261 as a transfer to the city Capital Improvement Fund.
- 439
- 440 • Sets the real estate tax rate to \$0.87/\$100, effective January 1, 2023.
- 441
- 442 • Maintains the current personal property tax rate at \$2.90, effective January 1, 2023.
- 443
- 444 • Maintains the current machinery and tools tax rate at \$1.24.
- 445
- 446 • Adds one full-time position for the Director of Community Development and one part-time
- 447 Permits Technician position, both in the Community Development department.
- 448
- 449 • Provides \$1,020,437 in funding to outside agencies, an increase of \$54,116.
- 450
- 451 • Provides \$17,626,021 in funding for capital projects for all funds.
- 452
- 453 • Provides no water, sewer, or stormwater rate increases.
- 454
- 455 • Provides no increase in residential or commercial refuse collection fees.
- 456

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

458

459 Mr. Arrowood stated that he will continue to push for the \$.89 tax rate to help fund projects related

460 to the West End and Uniontown, and added that \$.89 will place Staunton among the lowest

461 property tax communities in the state of Virginia.

462

463 Ms. Edwards echoed the comments of Mr. Arrowood and stated she would like the \$.02 in the CIP

464 for important projects. Mr. Holmes agreed.

465

466 Mayor Claffey stated that Staunton has the highest rate compared to Waynesboro and Augusta

467 County, which puts more burden on property owners. He reaffirmed his support of \$.87 and putting

468 \$.01 of funds into the CIP.

469

470 Discussion ensued about the economy, inflation, revenues, and comparisons to other localities.

471

472 Mr. Robertson stated that he supports putting money away during good times, not during periods

473 of recession, and felt that \$.89 would be asking too much of lower income citizens.

474

475 Ms. Woods stated that after reflecting on the things she ran for office on, such as fully-funded

476 schools, affordable housing, mental health and substance abuse resources, Staunton Crossing,

477 diversity and inclusiveness, Middle River Regional Jail, and West End revitalization, she did not

478 think those areas would receive appropriate funding at \$.87, and stated she supports \$.89.

479

Mr. Arrowood moved to adopt an ordinance establishing and approving a budget for the City of Staunton for fiscal year 2024, totaling \$153,791,956, with a real estate tax rate in Section 3.1 of the FY 2024 Budget Ordinance at \$0.89 per \$100 of assessed value.

The motion was seconded by Ms. Edwards.

Mayor Claffey stated that he would not be voting in favor of an \$.89 tax rate, and doing so would be a mistake.

Mr. Robertson stated that he is trying to be representative of all of the citizens of Staunton.

Further discussion ensued about the CIP, the economy, and the effects of the COVID-19 pandemic.

Vice Mayor Darby stated that she would not be voting in favor of \$.89, and important things in the CIP can still be funded at \$.87.

Councilmembers had no further questions or comments.

The motion carried as follows:

Ms. Edwards	aye	Ms. Woods	aye
Mr. Robertson	no	Vice Mayor Darby	no
Mr. Holmes	aye	Mayor Claffey	no
Mr. Arrowood	aye		

(ATTACHMENT A)

E. Discussion of Location for the City of Staunton Juvenile and Domestic Relations District Court Facility

Vice Mayor Darby stated that the Hardy Lot as a possible location for the Juvenile and Domestic Relations Court has not been something she is pleased with, nor does she feel the citizens of Staunton are pleased with the location.

Vice Mayor Darby moved that City Council direct staff to locate an alternative site to the Hardy Lot for the location of the Staunton Juvenile and Domestic Relations District Court.

The motion was seconded by Ms. Edwards 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		

MATTERS FROM THE CITY MANAGER

Ms. Beauregard stated that the recycling center will be closed on May 6 and 20 for the fishing derbies happening on each of those weekends, and starting on May 11, regular City Council

meetings will start 30 minutes earlier, at 7:00 p.m. She closed by stating that the city completed migration to a new phone system for the City and Schools.

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.”

Joann Tigert, 913 North Augusta Street, expressed support for the library and described its needs and many benefits to the community.

Ophie Kier, 310 Yount Avenue, discussed the revitalization of Uniontown and invited Councilmembers to a Uniontown panel discussion at the Booker T. Washington Community Center.

Pamela Wagner, 164 North Coalter Street, thanked Council for approving the \$.89 tax rate and for seeking an alternate courthouse location.

Amy Wratchford, 1001 Selma Boulevard, thanked Councilor Robertson for bring up her comments stating she thought the schools were owed money, and felt the issue needs to continue to be examined.

No name or address given, asked Council what directing staff to search for alternatives to the Hardy Lot means in terms of the request for proposal.

Kristin Maxwell, 813 Churchville Avenue, spoke in support of the \$.89 tax rate, taking the Hardy Lot out of immediate consideration, and alternative energy sources.

There was no one else wishing to speak.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 9:17 p.m.

Kiley A. Kesecker
Clerk of Council

ATTACHMENT A

Ordinance No. 2023- 14

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 **\$153,791,956** 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 \$0.89 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.

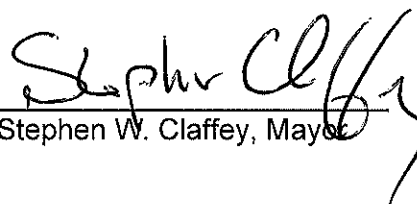
INTRODUCED: March 23, 2023

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	\$ 33,252,511
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	\$ 69,838,873

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	\$ 861,783
Educational Agency Contributions	\$ 9,000
Total Appropriations	\$ 69,838,873

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	\$ 861,783
Total Revenue	\$ 861,783

APPROPRIATIONS

Capital Improvements	\$ 861,783
Total Appropriations	\$ 861,783

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		<u>3,855,000</u>
Total Revenue	\$	12,725,117

APPROPRIATIONS

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

SEWER FUND**ANTICIPATED REVENUE**

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

APPROPRIATIONS

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

PARKING FUND**ANTICIPATED REVENUE**

Charges for Services	\$	308,300
Interfund Loan	\$	-
General Revenues		<u>141,040</u>
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		<u>727,800</u>
Total Revenue	\$	2,702,800

APPROPRIATIONS

Operations	\$	602,800
Capital		<u>2,100,000</u>
Total Appropriations	\$	2,702,800

ENVIRONMENTAL FUND**ANTICIPATED REVENUE**

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

APPROPRIATIONS

Operations	\$	3,359,929
Capital		<u>1,090,140</u>
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		<u>585,721</u>
Total Revenue	\$	40,360,196

APPROPRIATIONS

Administration and Operation of Schools	\$	<u>40,360,196</u>
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	\$	<u>425,000</u>

APPROPRIATIONS

Capital Improvements	\$	<u>425,000</u>
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	\$	153,791,956
Grand Total Expenditures	\$	153,791,956
Balance		\$0

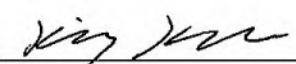
INTRODUCED: March 23, 2023

PUBLIC HEARING ADVERTISEMENT: April 5, 2023

PUBLIC HEARING: April 13, 2023

Approved this 27th day of April 2023

Effective Date: July 1, 2023

ATTEST: 
Kiley A. Kesecker
Clerk of Council

CERTIFIED: 
Stephen W. Claffey
Mayor of Council



CITY OF STAUNTON, VIRGINIA

Proclamation

National Public Works Week

May 21 – 27, 2023

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health and well-being of the people of Staunton; and

WHEREAS, infrastructure and services could not be provided without the dedicated efforts of public works professionals at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply and solid waste systems, as well as public buildings and other facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens and civic leaders of Staunton to gain and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, BE IT PROCLAIMED by Staunton City Council that May 21 – 27, 2023 is hereby designated as:

Public Works Week

in the City of Staunton, and Council urges all citizens to join with representatives of the American Public Works Association and government agencies to pay tribute to our public works professionals, engineers, managers and employees, and to recognize the substantial contributions they make to protecting our national health, safety and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed, adopted this 11th day of May, 2023.

ATTEST: _____
CLERK OF COUNCIL



STEPHEN W. CLAFFEY, MAYOR

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	May 11, 2023	John C. Blair, II City Attorney Chris Tuttle Parks and Recreation Director
Item #	A	
Department:	Parks and Recreation	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Engagement	
Subject:	Public Hearing and Consideration of an Ordinance Authorizing a Lease Agreement between City of Staunton and Happy Birthday America, Inc.	

Background: The City intends to enter into a lease agreement with Happy Birthday America, Inc. for the lease of Gypsy Hill Park and related facilities for the purposes of Fourth of July-related activities. The proposed lease agreement has been reviewed by the City Attorney with staff (Attachment 1). A public hearing is required, as properly noticed in *The News Leader* (Attachment 2). Subsequent to the public hearing, Council may consider the proposed lease agreement and proposed ordinance (Attachment 3).

Attachments:

Attachment 1—Proposed Lease Agreement

Attachment 2—Public Hearing Notice

Attachment 3—Proposed Ordinance

City Manager's Recommendation: Conduct a public hearing and adopt the proposed ordinance authorizing the approval of the lease agreement and further authorizing the City Manager to execute the lease agreement upon final review and approval by the City Attorney.

Suggested Motion: I move that City Council adopt the ordinance authorizing the approval of the lease agreement between the City of Staunton and Happy Birthday America, Inc., and further authorizing the City Manager to execute the lease agreement with such modifications and in final form as approved by the City Attorney.

City Manager: Leslie Beauregard

DRAFT 3.20.23

**LEASE AGREEMENT FOR
HAPPY BIRTHDAY AMERICA'S
2023 FOURTH OF JULY HOLIDAY ACTIVITIES**

THIS LEASE AGREEMENT (Agreement), dated _____, 2023, for identification, is made by and between the CITY OF STAUNTON, VIRGINIA (the City), a municipal corporation of the Commonwealth of Virginia, and HAPPY BIRTHDAY AMERICA, INC. (HBA), a Virginia non-profit corporation (SCC ID: 08246308) and independent contractor.

1. **Recitals.**

1.1. The City owns and operates what is commonly known as Gypsy Hill Park (Parcel ID# 9115).

1.2. HBA is a privately organized and operated organization that for charitable and educational purposes desires to sponsor and conduct Fourth of July-related activities for the year 2023.

1.3. The City finds that the HBA's Fourth of July activities will provide valuable civic, educational and recreational opportunities for citizens of the City.

1.4. After advertising and conducting a public hearing and after approval action of the Council of the City of Staunton, Virginia, the City authorizes that city facilities be made available for such use. Nonetheless, it is stipulated that Fourth of July activities, including but not limited to scheduling, programming, and participation, are not sponsored, not directed, and not managed by the City, instead being solely and completely controlled by HBA. It is also stipulated that any decision- making is within the sole and private, independent control and exercise of discretion of HBA and any role of the City is minimal, providing merely neutral logistical assistance, with no role whatsoever as to adopting or enforcing any requirements, policies, or actions of HBA.

1.5. These recitals are an integral part of this Agreement.

2. **Property.** The City hereby leases to HBA, and HBA hereby leases, for the term of this Agreement, from the City that certain property described as Gypsy Hill Park, including the gym and the maintenance compound, the municipal golf course and adjoining properties comprising the lake and old fairgrounds area, the baseball field and the football stadium concession stand and restrooms, but excluding the football field itself (the Property).

3. **Term and Rent.** The term of this Agreement shall be from _____, July ____, 2023, to and including _____, July ____, 2023, and the rent shall be the sum of \$1.00 paid by HBA to the City. Notwithstanding the foregoing, HBA shall be permitted to use Gypsy Hill Gymnasium on _____, June ____, 2023, to prepare for, and on

_____, June ____, 2023, to conduct, a pageant. HBA's use of Gypsy Hill Gymnasium is a limited duration license of the property and shall expire at the conclusion of pageant activities in June 2023.

4. **Conditions of Property; Restrictions.** The City leases the Property "AS IS – WHERE IS" disclaiming any representation, promise, or warranty of any kind about the condition of the Property. HBA ASSUMES ALL RISKS as to the Property's condition, and upon expiration of the lease term it shall leave the Property in at least as good condition as at the beginning of the term of this Agreement. HBA shall not undertake and shall not allow any other person, including a sublessee, to drive or use tent or other stakes in any venue on the Property, acknowledging that such may damage underground electrical or other installations and pose other risks.

5. **Utilities.** HBA shall have reasonable use, free of charge, of all available city water, sewer, and electrical services on the Property.

6. **Uses by HBA.** HBA will be permitted to conduct a general celebration of the birth of the United States of America upon the Property in accordance with a general schedule of events reviewed by the City for the purpose of avoiding scheduling conflicts. In this regard, HBA shall submit to the City's Director of Recreation and Parks by July 1, 2023, a written schedule of proposed events solely for the City to plan public safety and traffic logistics. Any events or activities shall be concluded and crowds dispersed by not later than 11:30 p.m. local time on each day that HBA leases the Property.

7. **Parades and Associated Events of Premises.** HBA shall be permitted to conduct other events, such as parades, on other property of the City, not the subject of this Agreement, as set forth in the schedule submitted under Section 6 above in accordance with any applicable federal, state, or local laws as an independent contractor. HBA shall have independent, sole responsibility for determining the process and the decision making as to any participant, venue and activity, including the selection of sublessees for venue space and parade participants.

8. **Concessions.** HBA shall be permitted to sublease space on the Property to concessionaires for such services as HBA may determine; provided, however, the City shall be furnished with a list of the proposed concessions for logistical purposes. Such list should be provided to the City at the same time, or as soon thereafter as possible, as the written schedule of proposed events mentioned in Section 6 above. HBA shall supervise all such concessions and shall be responsible to assure that all local, state, and federal health and safety standards, codes, ordinances, and statutes are met, complied with, and followed. No item shall be offered for sale or promoted unless consistent with all applicable laws, and no such item offered for sale may promote the use of controlled, illegal, or simulated or look-alike substances or promote illegal conduct of any kind. HBA shall not sell advertising or marketing space to or for the benefit of third parties or HBA.

9. **Traffic and Crowd Control; Personal Property; Parking.** As determined necessary, in its sole discretion, the City will provide, through the City Police Department, traffic, parking, and crowd management at the City's expense as part of the regular operations of the City Police Department. HBA, however, shall provide for the

safekeeping of HBA's personal property situate on the Property at HBA's expense, with the City having no liability with regard to the safekeeping of the personal property of HBA or the personal property of any HBA sublessee. With regard to parking on the fairgrounds parking lot, HBA will provide a limited number of parking spaces for persons with disabilities and concessionaires. Persons who do not display an appropriate government-issued credential for persons with disabilities or a pass issued by HBA will not be permitted to park in that area reserved for persons with disabilities and concessionaires. HBA shall assure reasonable access to any person with a disability.

10. **Setup and Cleanup.** As determined necessary, in its sole discretion, the City will set up the stages required, toilets, signs, fencing, and crowd-prohibited areas, and the City will inspect and clean up the area at the end of the event. In this regard, however, HBA will require that its concessionaires provide suitable trash receptacles and require that the concessionaires deposit all trash in the immediate vicinity into such receptacles during and subsequent to each day's operation and completion of the term of this Agreement.

11. **Special Utility Hookups.** At its sole expense HBA will provide any special utility, including electrical, hookups or access points on the Property, all in accordance with any local, state, or federal laws, ordinances, statutes, or codes. The City shall inspect such installations for compliance with any applicable laws, ordinances, or regulations, prior to use in accordance with its usual procedures.

12. **Fire Protection.** As determined necessary in its sole discretion, the City will provide fire protection upon the Property and the City Fire-Rescue Chief or other appropriate city official may periodically inspect the premises to endeavor to ascertain that all local, state, and federal fire laws, ordinances, statutes, and codes are being met as a part of the regular operation of the City Fire-Rescue Department.

13. **Environmental Indemnification.**

13.1. HBA shall, at all times, indemnify, defend and hold harmless the City, its members of Council, officers, directors, agents and employees, against and from any and all demands, investigations, proceedings, claims, liens, suits, actions, debts, damages, costs, losses, obligations, judgments, and expenses (including reasonable attorney and other professional and non-professional fees) of any nature whatsoever, arising from or relating to any statutory or common law action based on a Release of any Hazardous Wastes or Toxic Substances (as hereinafter defined) unless due to the conduct of the City or a third party unaffiliated with HBA; the threat of a Release of any Hazardous Wastes or Toxic Substances as set forth in CERCLA (as hereinafter defined) unless due to the conduct of the City or a third party unaffiliated with HBA; or the presence of any Hazardous Wastes and/or Toxic Substances affecting the Property, including without limitation any loss of value of, loss of use of or loss of income from the Property as a result of any of the foregoing unless due to the conduct of the City or a third party unaffiliated with HBA. HBA's obligations under this Agreement shall arise whether or not any governmental authority or individual has taken or threatened any action in connection with the presence of any Hazardous Wastes or Toxic Substances.

13.2. In the event the City or HBA becomes aware of the presence of any Hazardous Wastes or Toxic Substances affecting the Property in violation of any federal, state or local statute or regulation related to the protection of the environment, the management of Hazardous Wastes or the control of Toxic Substances, or HBA's failure to comply with any of the requirements of any federal, state or local statute or regulation related to the protection of the environment, the management of Hazardous Wastes or the control of Toxic Substances, the City or HBA, as applicable, they shall immediately notify the other party orally, to be followed immediately by written confirmation.

13.3. In the event of any Release or the presence of any Hazardous Wastes or Toxic Substances affecting the Property, or in the event HBA shall fail to comply with any of the requirements of any federal, state or local statute or regulation related to the protection of the environment, the management of Hazardous Wastes or the control of Toxic Substances, unless any of the aforesaid is due solely to the conduct of the City or a third party unaffiliated with HBA, HBA shall, using commercially reasonable, good faith efforts, diligently proceed to restore the Property to the original condition existing as of the date of this Agreement. If HBA fails to use its commercially reasonable, good faith efforts or to diligently pursue restoration of the Property, the City may, at its election, and at HBA's cost and expense, but without the obligation to do so, give such notice and/or cause such work to be performed at the Property and/or take any and all other actions as the City shall deem necessary to restore the Property to the original condition existing as of the date of this Agreement.

13.4. The term "Hazardous Wastes" shall have the same meaning as set forth in the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq. and the regulations promulgated hereunder and in the Virginia Hazardous Waste Management Regulations, all as amended from time to time. The term "Toxic Substances" shall include all substances defined pursuant to Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601(14), as amended from time to time, without limitation, however, as to the quantity of substances released. Further, the term "Toxic Substances" shall also include petroleum as defined at 42 U.S.C. § 6991(8), whether contained above or below ground, and shall include asbestos contained in or comprising building materials or building components. The term "Release" shall have the same meaning as set forth at 42 U.S.C. § 9601(22).

13.5. The obligations of both the City and HBA under this section shall survive termination or expiration of this Agreement.

14. **General Indemnity and Hold Harmless.** HBA shall indemnify, defend and hold harmless the City, its members of Council, officers, directors, agent and employees, against and from any and all demands, claims, liens, suits, actions, debts, damages, costs, losses, obligations, judgments, and expenses (including reasonable attorney and other professional and non-professional fees) arising out of, or resulting from, any and all injuries to persons or property by reason of HBA's use of the Property and by reason of the use or act of any person, firm, or corporation operating upon the Property with HBA's permission. The term "HBA's use of the Property" means all those activities, events, equipment, displays, performances, demonstrations, concessions, and parades

constituting a part of the celebration referred to in this Agreement. This provision shall survive termination or expiration of this Agreement.

15. **Insurance.**

15.1. At its expense and prior to _____, 2023, HBA shall provide the City with satisfactory evidence, as determined by the City in its sole discretion, that HBA has obtained and paid for a general policy of public liability insurance (with the City as an additional named insured therein) insuring HBA and the City for injuries or damage to persons or property occurring by reason of HBA's, its agents', sublessees' or invitees' use of the Property. Such policy shall be in an amount not less than \$1,000,000.00 for any single event occurrence, or injury. The insurance policy shall also have not less than a \$2,000,000.00 aggregate policy limit and "non-owned" automobile liability coverage provisions. HBA shall require each parade participant to have a policy of automobile insurance in force at the time of parade participation that includes the following minimum limits: bodily injury/death, \$300,000, and property damage, \$100,000. The insurance required by this section shall be carried with an insurance company licensed to do business in the Commonwealth of Virginia and rated no less than A- by A.M. Best.

15.2. HBA shall provide the City with satisfactory evidence, as determined by the City in its sole discretion, that at HBA's expense, HBA and the City are affirmatively and expressly insured for not less than the amounts set forth above for injury or damage to persons or property, for any pyrotechnic display and exhibitions, and for any other special event staged upon the Property and not covered by HBA's general liability policy.

15.3. HBA will provide the City with satisfactory evidence that each food concessionaire has a policy of liability insurance for its activities in an amount not less than \$300,000.00 for any single event, occurrence, or injury, with HBA and the City named as additional insureds thereon. To this end, HBA will require a certificate of insurance evidencing the aforementioned provisions with the request for participation in the event.

15.5. HBA shall exhibit and provide a copy to the City all policies and certificates of all insurance required hereunder showing the City as an additional insured and containing a notation that "prior to the cancellation or material change to the insurance policy hereof, the insurer will give the City not less than ten (10) days' written notice."

16. **Notice.** Notices pursuant to this Agreement may be given by postage-prepaid first-class mail, facsimile, or hand-delivery to the following contacts:

To the City:

The City of Staunton
Attention: City Manager and
Chief Finance Officer
116 W. Beverley St. (24401)
P. O. Box 58

Staunton, VA 24402-0058
Fax: 540-851-4000

With a copy to:

City Attorney
116 W. Beverley St. (24401)
P. O. Box 58
Staunton, VA 24402-0058
Fax: 540-851-4001

To HBA:

Happy Birthday America, Inc.
Attn: Andrew Deitz, President
P. O. Box 1106
Staunton, VA 24402-1106

17. **Governing Law and Forum Selection.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, without reference to conflicts of laws principles or rules. The City and HBA agree that any proceeding connected with the subject matter of this Agreement or otherwise related to the rights of either party, contractual or extra-contractual, shall be instituted or filed and maintained by each and both of them, unless required otherwise by law, solely in the General District or Circuit Court of the City of Staunton, Virginia.

18. **Waiver of Trial by Jury.** The City and HBA each hereby waive all right to trial by jury in any matter arising out of or in any way connected with this Agreement.

19. **Assignment; Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of successors in interest and permitted assigns of the City and HBA. This Agreement may not be assigned, nor any performance of any duty hereunder be delegated, by either the City or HBA without the prior written consent of the other.

20. **Severability.** If any provision, clause or part of this Agreement or the application thereof under certain circumstances is held invalid or unenforceable for any reason, the remainder of this Agreement, or the application of such provision, clause or part under other circumstances, shall not be affected thereby.

21. **Immunity.** Nothing in this Agreement shall be construed or interpreted to be a waiver of any sovereign or other immunity of the City, its council members, officials, employees, agents, responsible parties or of HBA as to any liability or other claim.

22. **No Third-Party Beneficiary.** This Agreement is not intended to and shall not be construed to create any third-party beneficiary.

23. **Applications, Construction and Interpretation; Captions.** This Agreement will be applied, construed and interpreted without any regard to any rule or principle of construction concerning the drafting or authorship of this Agreement. The headings or captions in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of the provisions.

24. **Termination.** The City reserves the right to terminate this Agreement at any time on twenty-four (24) hours' written notice to HBA upon default of HBA on any condition herein set forth, or upon violation by HBA of any ordinances of the City or any laws of the Commonwealth of Virginia or of the United States. It is expressly understood that the City shall have the right, but not the obligation, to terminate this Agreement if it reasonably believes HBA to be in violation of any ordinances or laws as aforesaid, and HBA hereby waives any claim for any damages resulting from termination of this Agreement as aforesaid even though it should subsequently be shown that HBA was not, in fact, in violation.

25. **Appropriations.** The obligations of the City are contingent upon and subject to appropriation of sufficient funds for the purpose of this Agreement.

26. **Entire Agreement; Amendments.** The City and HBA acknowledge that no representation, promise, inducement or agreement not herein expressed has been made in connection with this Agreement. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. They acknowledge that this Agreement and any documents which are to be executed in connection herewith pursuant to the terms of this Agreement contain the entire agreement between them regarding the subject matter thereof and supersede and replace any and all prior oral and written agreements, arrangements or understandings between them hereto relating to the subject matter hereof. This Agreement may be amended only by a written instrument signed on behalf of the City, as duly authorized, and by HBA.

City of Staunton, Virginia

By: _____
Leslie M. Beauregard, City Manager

Date: _____

Happy Birthday America, Inc.

By: _____
Andrew Deitz, President

Date: _____

**NOTICE OF PUBLIC HEARINGS
REGARDING TWO PROPOSED LEASES
BY THE CITY OF STAUNTON:
LEASE TO STAUNTON BASEBALL, INC.
AND
LEASE TO HAPPY BIRTHDAY AMERICA, INC.**

At the regular meeting of Staunton City Council to be held at **7:00 p.m. on May 11, 2023**, in the Rita S. Wilson Council Chambers, located on the first floor of City Hall, 116 West Beverley Street, Staunton, Virginia, Council will hold public hearings for the following:

1. To consider an ordinance authorizing the City Manager to enter into an agreement with Staunton Baseball, Inc., to lease City property known as the John Moxie Memorial Baseball Stadium and facilities for the purposes, during summer months, of playing baseball during the Valley League Baseball season, including operation of a concession stand.

2. To consider an ordinance authorizing the City Manager to enter into an agreement with Happy Birthday America, Inc., to lease City property to conduct Fourth of July-related activities in and around the Gypsy Hill Park complex and nearby area.

The proposed leases are authorized by City Charter Section 11, Second, and Virginia Code § 15.2-1800.

Copies of the proposed agreements and ordinances are available for inspection during normal working hours at the office of the Clerk of Council and at the office of the City Manager. 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). The public may also provide comments to City Council by (i) emailing the Clerk of Council

at: keseckerka@ci.staunton.va.us, or (ii) calling 540.332.3812. Voice mail messages are acceptable. Hearing impaired persons desiring to participate in the public hearings should contact the Clerk of Council by email at keseckerka@ci.staunton.va.us, to request an interpreter.

Kiley A. Kesecker
Clerk of Council

Please publish on Wednesday, May 3, 2023 as a boxed ad in the “Legal Notice” section of the paper.

DRAFT 03.17.23

Ordinance No. 2023 -

AN ORDINANCE
AUTHORIZING THE APPROVAL
OF A LEASE AGREEMENT
BETWEEN THE CITY OF STAUNTON AND
HAPPY BIRTHDAY AMERICA, INC. FOR
HAPPY BIRTHDAY AMERICA'S BIRTHDAY CELEBRATION
2023 FOURTH OF JULY HOLIDAY ACTIVITIES

Recitals

A. The City of Staunton (City) owns and operates what is commonly known as Gypsy Hill Park;

B. Happy Birthday America, Inc. (HBA) is a privately organized and operated organization that has requested a lease agreement for charitable and educational purposes to sponsor and conduct Fourth of July-related activities for the year 2023;

C. HBA's Fourth of July activities provide the City and its residents with valuable civic, educational, and recreational opportunities;

D. The Council of the City of Staunton has conducted a public hearing regarding the proposed lease agreement;

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

F. These recitals are an integral part of this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA that it authorizes the lease agreement between the City of Staunton and Happy Birthday America, Inc. to sponsor and conduct Fourth of July-related activities for the year 2023; and it is

FURTHER ORDAINED that the Staunton Interim City Manager is authorized to execute the lease agreement with such modifications and in final form as approved by the City Attorney.

Introduced:

Adopted:

Effective Date:

Stephen W. Claffey, Mayor

47
48
49
50

ATTEST: _____
Kiley A. Kesecker
Clerk of Council

DRAFT

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	May 11, 2023	John C. Blair, II City Attorney Chris Tuttle Parks and Recreation Director
Item #	B	
Department:	Parks and Recreation	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Engagement	
Subject:	Public Hearing and Consideration of an Ordinance Authorizing the Lease Agreement between City of Staunton and Staunton Baseball, Inc. for the Limited Use of Baseball Field and Operation of Concession Rights	

Background: The City intends to enter into a lease agreement with Staunton Baseball, Inc. for the lease of John Moxie Memorial Baseball Stadium and related facilities for the purposes of the 2023 Valley League baseball season and the operation of the concession stand at the stadium. Staunton Baseball, Inc. staff have requested access to office facilities beginning May 12, 2023. No field activity will take place until after May 20, 2023. The proposed lease agreement has been reviewed by the City Attorney with staff (Attachment 1). A public hearing is required, as properly noticed in *The News Leader* (Attachment 2). Subsequent to the public hearing, Council may consider the proposed lease agreement and proposed ordinance (Attachment 3).

Attachments:

Attachment 1—Proposed Lease Agreement

Attachment 2—Public Hearing Notice

Attachment 3—Proposed Ordinance

City Manager's Recommendation: Conduct a public hearing and adopt the proposed

ordinance authorizing the lease agreement and further authorizing the City Manager to execute the lease agreement upon final review and approval by the City Attorney.

Suggested Motion: I move that City Council adopt the ordinance authorizing approval of the lease agreement between the City of Staunton and Staunton Baseball, Inc. for the limited use of the baseball field and operation of concession rights beginning May 20, 2023, and further authorizing the City Manager be authorized to execute the lease agreement with such modifications and in final form as approved by the City Attorney.

City Manager: Leslie Beauregard

DRAFT 3.20.23

**LEASE AGREEMENT FOR THE LIMITED USE OF BASEBALL FIELD
AND OPERATION OF CONCESSION RIGHTS**

**—
JOHN MOXIE MEMORIAL BASEBALL STADIUM
GYPSY HILL PARK
STAUNTON, VIRGINIA**

THIS LEASE AGREEMENT (Agreement), dated May ____, 2023 for identification, is made by and between THE CITY OF STAUNTON, VIRGINIA (the City), a municipal corporation of the Commonwealth of Virginia, and STAUNTON BASEBALL, INC. (Staunton Baseball) a Virginia corporation (SCC ID: 0732260-5).

1. Recitals.

1.1. The City owns and operates John Moxie Memorial Baseball Stadium in Gypsy Hill Park at what is commonly known as “the fairgrounds.”

1.2. Staunton Baseball has requested the use of John Moxie Memorial Baseball Stadium (Stadium) for the purposes, during summer months, of playing baseball at night during the Valley League Baseball Season. A copy of a sketch of the stadium area is attached as **Exhibit A.**

1.3. In connection with the use of Stadium, the City deems it practicable and desirable that a concession stand be operated and Staunton Baseball is desirous of operating such concession stand.

1.4. After advertising and conducting a public hearing and after approval action of the Council of the City of Staunton, Virginia, the City authorizes that the City facilities (Facilities) shown on the aerial map annexed as **Exhibit B** be made available for such use, including the designated parking area for non-exclusive use, because the Valley League baseball program provides the City and its residents with valued recreational and entertainment opportunities during the summer. Nonetheless, it is stipulated that Staunton Baseball activities, including but not limited to scheduling, programming, and participation, are not sponsored, not directed, and not managed by the City, instead being solely and completely controlled by Staunton Baseball. It is also stipulated that any decision-making is within the sole and private, independent control and exercise of discretion of Staunton Baseball and any role of the City of Staunton is minimal, providing merely neutral logistical assistance, with no role whatsoever as to making agreements, displaying advertising or adopting or enforcing any requirements.

1.5. These recitals are an integral part of this Agreement.

2. Property. The City hereby leases to Staunton Baseball and Staunton Baseball hereby leases from the City, for the term of this Agreement, the Facilities.

Furthermore, the City also hereby grants unto Staunton Baseball, for the term of this Agreement, the sole and exclusive privilege to concession rights at the Stadium.

3. **Term.** The term of this Agreement shall be from _____ 2023, to and including _____, 2023, and rent shall be the sum of \$1.00 paid by Staunton Baseball to the City.

4. **Obligations of Staunton Baseball as to John Moxie Memorial Baseball Stadium.**

4.1. Staunton Baseball is required to perform all restroom cleaning within twelve (12) hours of the conclusion of any use of Facilities by Staunton Baseball. The City will provide cleaning supplies and materials for this purpose.

4.2. Staunton Baseball will have total responsibility for timely trash pickup during and after each use of Facilities ~~for the term of this Lease through the Valley League season.~~ All trash shall be properly deposited into containers to be readily accessible to the City's refuse service.

4.3. Staunton Baseball shall be responsible for the maintenance of the playing field, including the billboard fence, at its sole expense, with the exception that the City shall mow the field, including the infield, one (1) time each week. If Staunton Baseball requests additional mowing, the City will do so and, in its discretion, may invoice Staunton Baseball for all costs associated with the use and operation of equipment, the materials and the labor. Any such invoice shall be paid within ten (10) days by Staunton Baseball, and if not paid within such period, shall bear interest at the rate of 9% per annum.

4.4. Any other special requests by Staunton Baseball for the City to provide services will be invoiced to Staunton Baseball for all costs associated with the use and operation of the equipment, materials and labor. Such invoice shall be paid within ten (10) days by Staunton Baseball, and if not paid within such period, shall bear interest at the rate of 9% per annum.

4.5 Staunton Baseball shall comply with all applicable laws and regulations including those regarding signs.

5. **Obligations of Staunton Baseball as to Concession Rights.**

5.1. Staunton Baseball agrees that the prices for items offered for sale are subject to review by the City and that any changes in approved items, prices and quality shall be submitted to review by the City's designee before implementation.

5.2. Any sales of alcohol shall be subject to Staunton Baseball obtaining all necessary and required insurance, licenses, and permits as required by state and federal regulations.

5.3. Staunton Baseball shall supply, at its expense, all equipment necessary for operation of concessions.

5.4. No advertising will be displayed on the exterior of any Facilities building.

5.5. Staunton Baseball shall be responsible for the cleaning of any part of the Facilities where concessions are conducted or used, to the sole satisfaction of the City's designee, such cleaning to be completed during the first daylight hours following each usage.

5.6. It is agreed that all concession operations shall be in strict accordance with the requirements of the Virginia Health Department.

5.7. Any concession personnel shall be uniformed in order that they are readily identifiable and will be required to be clean and neat in appearance. No concession personnel shall use profane, abusive, obscene, or discriminatory language towards customers while engaging in concession operations.

5.8. No sound system used for advertising will be permitted on the premises.

5.9. Staunton Baseball shall provide responsible adult supervision of concession operations and sales staff at all times.

5.10. Staunton Baseball shall keep and verify an accurate accounting of all concessions receipts and expenditures, as well as make payment of applicable taxes and fees, and will make its records available for inspection by the City at such place and time as the City may designate.

6. **Staunton Baseball Business Operations Space; Water and Electricity.** The City shall furnish space at _____ to Staunton Baseball for the operation of its business, as space may be available, and the City will further furnish at the City's cost and expense water and electricity from the presently installed hookups for the use of Staunton Baseball.

7. **Use and Restrictions.** Staunton Baseball's use of the Facilities for the season is subject to the following additional conditions:

7.1. The City hereby expressly reserves and excepts the use of the Facilities during the baseball season when, in the sole discretion of the City, the Facilities are needed for civic purposes, scheduled community recreation events, or other purposes,

and the Staunton High School baseball team shall have the right, as a matter of priority, to practice and play games during its season, in the afternoons or evenings during the academic year. The City shall, when practicable, give at least twenty-four (24) hours' notice to Staunton Baseball of any conflict of events. In case of emergency or necessity, to be determined in the City's sole discretion, the City may take control of and use the Facilities without Staunton Baseball receiving notice.

7.2. Staunton Baseball will provide the City with a schedule for the season on or before June 1, 2023. After the schedule is submitted to the City, all changes of dates and times must be submitted for approval by the City at least twenty-four (24) hours prior to such changes being made.

7.3. All games played at Facilities must end and the crowds dispersed no later than 11:30 p.m. local time.

7.4. The Facilities, and equipment therein, shall continue to be available at all times for the use of the City or its agents, or assignees, at all times other than those when it is in actual use by Staunton Baseball or otherwise permitted under the terms of this Agreement.

7.5. The City will be responsible for having Facilities, including the playing field, in a reasonable condition prior to the first scheduled Staunton Baseball Valley League home game for the season; however, the City disclaims any warranty about the condition of the Facilities, which are provided AS IS, and Staunton Baseball shall have the sole ongoing obligation to inspect and correct any deficiencies. Thereafter, the City will be responsible only for mowing the grass portions of the baseball field, one (1) time each week, during the season. The infield portion of the baseball field will be otherwise maintained by Staunton Baseball to the satisfaction of the City Superintendent of Parks. Should the maintenance otherwise of the infield portion of Facilities not be performed satisfactorily, the City's grounds crew will perform the maintenance and invoice Staunton Baseball for the associated cost, which must be paid by Staunton Baseball within ten (10) days of such invoice and if not paid within such period shall bear interest at the rate of 9% per annum.

7.6. Two (2) on-site visits will be conducted by, but not limited to, the following: Director of Recreation and Parks, as designee for the City, and the president/owner of Staunton Baseball, Inc. One visit will be conducted prior to the beginning of the baseball season and one visit after the conclusion of the season. The purpose of such visit is to observe the condition of Facilities at the time of transfer of maintenance responsibilities from the City to Staunton Baseball at the beginning of the season and from Staunton Baseball back to the City after conclusion of the baseball season.

7.7. Staunton Baseball agrees that in the event a celebration is scheduled by the City or by the "Happy Birthday America" on or about July 4, no

baseball games or events will be scheduled by Staunton Baseball which will conflict with or distract from, in the sole discretion of the City, such events in or adjacent to such park, baseball field, or other recreational or transportation near the Stadium. No games will be scheduled during the period of July 1, 2023 through July 5, 2023, without prior permission of the City.

8. **Environmental Indemnification.**

8.1. Subject to the terms of subsections 8.1 through 8.6 of this Agreement, Staunton Baseball shall, at all times, indemnify, defend and hold harmless the City, its members of Council, officers, directors, agents and employees, against any and all demands, investigations, proceedings, claims, liens, suits, actions, debts, damages, costs, losses, obligations, judgments, and expenses (including reasonable attorney and other professional and non-professional fees) of any nature whatsoever, arising from or relating to any statutory or common law action based on a Release of any Hazardous Wastes or Toxic Substances (as hereinafter defined) unless due to the conduct of the City or a third party unaffiliated with Staunton Baseball; the threat of a Release of any Hazardous Wastes or Toxic Substances as set forth in CERCLA (as hereinafter defined) unless due to the conduct of the City or a third party unaffiliated with Staunton Baseball; or the presence of any Hazardous Wastes and/or Toxic Substances affecting Facilities, including without limitation any loss of value of, loss of use of or loss of income from Facilities as a result of any of the foregoing unless due to the conduct of the City or a third party unaffiliated with Staunton Baseball. Staunton Baseball obligation under this Agreement shall arise whether or not any governmental authority or individual has taken or threatened any action in connection with the presence of any Hazardous Wastes or Toxic Substances.

8.2. In the event the City or Staunton Baseball becomes aware of the presence of any Hazardous Wastes or Toxic Substances affecting Facilities in violation of any federal, state or local statute or regulation related to the protection of the environment, the management of Hazardous Wastes or the control of Toxic Substances, or Staunton Baseball's failure to comply with any of the requirements of any federal, state or local statute or regulation related to the protection of the environment, the management of Hazardous Wastes or the control of Toxic Substances, the City or Staunton Baseball, as applicable, shall immediately notify the other party orally, to be followed immediately by written confirmation.

8.3. In the event of any Release or the presence of any Hazardous Wastes or Toxic Substances affecting Facilities, or in the event Staunton Baseball shall fail to comply with any of the requirements of any federal, state or local statute or regulation related to the protection of the environment, the management of Hazardous Wastes or the control of Toxic Substances, unless any of the aforesaid is due solely to the conduct of the City or a third party unaffiliated with Staunton Baseball, Staunton Baseball shall, using commercially reasonable, good faith efforts, diligently proceed to restore Facilities to the original condition existing as of the date of this Agreement. If

Staunton Baseball fails to use its commercially reasonable, good faith efforts or to diligently pursue restoration of Facilities, the City may, at its election, and at Staunton Baseball's cost and expense, but without the obligation to do so, give such notice and/or cause such work to be performed at Facilities and/or take any and all other actions as the City shall deem necessary to restore Facilities to the original condition existing as of the date of this Agreement.

8.4. "Hazardous Wastes" shall have the same meaning as set forth in the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq. and the regulations promulgated thereunder and in the Virginia Hazardous Waste Management Regulations, all as amended from time to time. The term "Toxic Substances" shall include all substances defined pursuant to Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601(14), as amended from time to time, without limitation, however, as to the quantity of substances released. Further, the term "Toxic Substances" shall also include petroleum as defined at 42 U.S.C. § 6991(8), whether contained above or below ground, and shall include asbestos contained in or comprising building materials or building components. The term "Release" shall have the same meaning as set forth at 42 U.S.C. § 9601(22).

8.5. The obligations of both the City and Staunton Baseball under this section shall survive termination or expiration of the Agreement.

9. **General Indemnity and Hold Harmless.** Staunton Baseball shall indemnify, defend and hold harmless the City, its members of Council, officers, directors, agent and employees, against and from any and all demands, claims, liens, suits, actions, debts, damages, costs, losses, obligations, judgments and expenses (including reasonable attorney and other professional and non-professional fees) arising out of, or resulting from, any and all injuries to persons or property by reason of Staunton Baseball's use of Facilities and by reason of the use or act of any person, firm, or corporation operating upon the Facilities with Staunton Baseball's permission. The term "Staunton Baseball's use of the Facilities" means all those activities, events, equipment, displays, performances, and concessions constituting the uses referred to in this Agreement. This provision shall survive termination or expiration of this Agreement.

10. **Insurance.**

10.1. Staunton Baseball shall at all times during the term hereof, at its own expense, maintain and keep in effect a comprehensive general liability insurance policy. The amount of such insurance shall not be less than \$1,000,000.00, combined single limit for personal injury or property damage. The policy shall name the City as an additional insured, as its interest may appear. No policy may be cancelled or materially amended without at least thirty (30) days prior written notice to the City.

10.2. The policy shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of the City or Staunton Baseball which might otherwise result in the forfeiture of the insurance and the further agreement of the insurer waiving all rights of set off, counterclaim or deduction against the City or Staunton Baseball.

10.3. The insurance required by this section shall be carried with an insurance company licensed to do business in the Commonwealth of Virginia and rated no less than A- by A.M. Best. A certified copy of the insurance policy or other evidence of current coverage reasonably satisfactory to the City shall be delivered to the City prior to entering into or occupying Facilities. In the event of the failure of Staunton Baseball to procure the required insurance, to pay the premiums thereon, or to properly maintain and keep the insurance in force, the City shall have the right and privilege, but not the obligation, to procure the insurance and to pay the premiums thereon, which amounts shall be due and payable within ten (10) days of written demand from the City to Staunton Baseball and if not paid within such period shall bear interest at the rate of 9% per annum.

11. **Damage or Destruction of Facilities.**

11.1. If Facilities are damaged by fire or other casualty, this Agreement, and all obligations hereunder, shall immediately terminate.

11.2. All insurance proceeds shall be paid to and become the sole property of the City.

12. **Notices.** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given by delivery in person, mailed by courier or sent by facsimile and confirmed by telephone, or by registered or certified mail (postage prepaid, return receipt requested) or as subsequently designated otherwise as follows:

To the City:

The City of Staunton
Attention: City Manager and
Chief Finance Officer
116 W. Beverley St. (24401)
P. O. Box 58
Staunton, VA 24402-0058
Fax: 540-851-4000

With a copy to:

City Attorney
116 W. Beverley St. (24401)
P. O. Box 58
Staunton, VA 24402-0058

Fax: 540-851-4001

To Staunton Baseball:

Staunton Baseball, Inc.
Attention: Lance Mauck 7505 Iroquois Ave.
Baltimore, MD 21219
E-mail: stauntonbraves@gmail.com

13. **Termination.** The City reserves the right to terminate this agreement at any time on at least twenty-four (24) hours' written notice to Staunton Baseball upon default of Staunton Baseball on any condition therein set forth, or upon violation by Staunton Baseball of any ordinances of the City or any laws of the State of Virginia or of the United States. It is expressly understood that the City shall have the right to terminate this agreement if it reasonably believes Staunton Baseball to be in violation of any ordinances or laws as aforesaid, and Staunton Baseball hereby waives any claim for any damages resulting from termination of this Agreement as aforesaid even though it should subsequently be shown that Staunton Baseball was not, in fact, in violation.

14. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of successors in interest and permitted assigns of the City and Staunton Baseball. Staunton Baseball assures the City, that this transaction is authorized. This Agreement may not be assigned, nor any performance of any duty hereunder be delegated by either the City or Staunton Baseball without the prior written consent of the other. This Agreement is for the use of Facilities by Staunton Baseball as part of the Valley League only and shall not be used for baseball in any other league by Staunton Baseball without the approval of the City.

15. **Severability.** If any provision, clause or part of this Agreement or the application thereof under certain circumstances is held invalid or unenforceable for any reason, the remainder of this Agreement, or the application of such provision, clause or part under other circumstances, shall not be affected thereby.

16. **Immunity.** Nothing in this Agreement shall be construed or interpreted to be a waiver of any sovereign or other immunity of the City, its council members, officials, employees, agents or responsible parties or of Staunton Baseball.

17. **No Third-Party Beneficiary.** This Agreement is not intended to and shall not be construed to create any third-party beneficiary.

18. **Waiver of Trial by Jury.** The City and Staunton Baseball each hereby waive any and all right to trial by jury in any matter arising out of or in any way connected with this Agreement.

19. **Appropriations.** The obligations of the City are subject to and contingent upon sufficient annual appropriations of funds by the City Council for the purpose of this Agreement.

20. **Governing Law and Forum Selection.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, without reference to its conflicts of laws, rules or principles. The City and Staunton Baseball agree that any proceeding connected with the subject matter of this Agreement or otherwise related to the rights of either party, contractual or extra-contractual, shall be instituted or filed and maintained by each and both of them, unless required otherwise by law, solely in the General District or Circuit Court of the City of Staunton, Virginia.

21. **Applications, Construction and Interpretation; captions.** This Agreement will be applied, construed and interpreted without any regard to any rule or principle of construction concerning the drafting or authorship of the Agreement. The headings or captions in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of the provisions.

22. **Entire Agreement; Amendments.** The City and Staunton Baseball acknowledge that no representation, promise, inducement or agreement not herein expressed has been made in connection with this Agreement. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. They acknowledge that this Agreement and any documents which are to be executed in connection herewith pursuant to the terms of the Agreement contain the entire agreement between them regarding the subject matter thereof and supersede and replace any and all prior oral and written agreements, arrangements or understandings between them hereto relating to the subject matter hereof. This Agreement may be amended only by a written instrument signed on behalf of the City, as duly authorized, and by Staunton Baseball.

WITNESS the following signatures and seals.

The City of Staunton

Leslie M. Beauregard, City Manager

Date: _____

Staunton Baseball, Inc.

Lance Mauck, President

Date: _____



Exhibit A

1 inch = 169 feet



Data and scale shown on this map are provided for planning and informational purposes only. STAUNTON (VA) and Vision Government Solutions are not responsible for any use for other purposes or misuse or misrepresentation of this information.

4/12/2018



1. Stadium Field
2. Concessions
3. Parking Facility
4. Restrooms

Exhibit B

1 inch = 200 feet



Data and scale shown on this map are provided for planning and informational purposes only. STAUNTON (VA) and Vision Government Solutions are not responsible for any use for other purposes or misuse or misrepresentation of this information.

4/12/2018

**NOTICE OF PUBLIC HEARINGS
REGARDING TWO PROPOSED LEASES
BY THE CITY OF STAUNTON:
LEASE TO STAUNTON BASEBALL, INC.
AND
LEASE TO HAPPY BIRTHDAY AMERICA, INC.**

At the regular meeting of Staunton City Council to be held at **7:00 p.m. on May 11, 2023**, in the Rita S. Wilson Council Chambers, located on the first floor of City Hall, 116 West Beverley Street, Staunton, Virginia, Council will hold public hearings for the following:

1. To consider an ordinance authorizing the City Manager to enter into an agreement with Staunton Baseball, Inc., to lease City property known as the John Moxie Memorial Baseball Stadium and facilities for the purposes, during summer months, of playing baseball during the Valley League Baseball season, including operation of a concession stand.

2. To consider an ordinance authorizing the City Manager to enter into an agreement with Happy Birthday America, Inc., to lease City property to conduct Fourth of July-related activities in and around the Gypsy Hill Park complex and nearby area.

The proposed leases are authorized by City Charter Section 11, Second, and Virginia Code § 15.2-1800.

Copies of the proposed agreements and ordinances are available for inspection during normal working hours at the office of the Clerk of Council and at the office of the City Manager. 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). The public may also provide comments to City Council by (i) emailing the Clerk of Council

at: keseckerka@ci.staunton.va.us, or (ii) calling 540.332.3812. Voice mail messages are acceptable. Hearing impaired persons desiring to participate in the public hearings should contact the Clerk of Council by email at keseckerka@ci.staunton.va.us, to request an interpreter.

Kiley A. Kesecker
Clerk of Council

Please publish on Wednesday, May 3, 2023 as a boxed ad in the “Legal Notice” section of the paper.

ATTACHMENT 3

DRAFT 03.20.23

Ordinance No. 2023 - _____

**AN ORDINANCE
AUTHORIZING THE APPROVAL OF A LEASE AGREEMENT BETWEEN
THE CITY OF STAUNTON AND STAUNTON BASEBALL, INC.
FOR THE LIMITED USE OF BASEBALL FIELD
AND OPERATION OF CONCESSION RIGHTS**

Recitals

A. The City of Staunton owns and operates John Moxie Memorial Baseball Stadium in Gypsy Hill Park;

B. Staunton Baseball, Inc. is a privately organized and operated organization that has requested a lease agreement for the use of John Moxie Memorial Baseball Stadium for the purposes, during summer months, of playing baseball during the Valley League Baseball Season, including the operation of a concession stand;

C. The Valley Baseball League program provides the City and its residents with valued recreational and entertainment opportunities during the summer;

D. The Council of the City of Staunton has conducted a public hearing regarding the proposed lease agreement;

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

F. These recitals are an integral part of this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA that it authorizes the lease agreement between the City of Staunton and Staunton Baseball, Inc. for the limited use of the baseball field and operation of concession rights retroactively to and including _____, 2023; and it is

FURTHER ORDAINED that the Staunton City Manager is authorized to execute the lease agreement with such modifications and in final form as approved by the City Attorney.

Introduced:

Adopted:

Effective Date:

Stephen W. Claffey, Mayor

ATTEST: _____
Kiley A. Kesecker
Clerk of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	May 11, 2023	Staff Members: Rodney Rhodes Tim Hartless
Item #	C	
Department:	Community Development— Planning and Zoning	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Areas: Infrastructure, Responsive, Efficient Government	
Subject:	Public Hearing and Consideration of a Request by Scott Goldenberg to Amend Chapter 18.120 of the Staunton City Code to Allow Attached Private Garages to be Constructed in a Front Yard, with a Reduced Setback, for Properties with Existing Nonconforming Dwellings	

Background: Staff has received a request from Scott Goldenberg to amend Chapter 18.120, Yard, Building Setback, and Open Space Exceptions. Currently, the Staunton Zoning Code requires that any garage, attached or detached, must be setback at least 25 feet from a front property line. The proposed amendment provides an exception to allow a limited number of attached private garages to be constructed with a reduced front setback. Planning Commission gave authorization to proceed with the zoning text amendment at its November 2022 meeting.

The exception is limited to properties that have already been developed with single-family dwellings which are nonconforming to the minimum required front setback. Any property currently developed with a single-family dwelling which meets the minimum front setback would not be eligible. Likewise, any new single-family dwelling would be required to meet all setback requirements and therefore would not be eligible for this exception.

Staff worked with Mr. Goldenberg and Daniel Hansen, of Balzer and Associates, to craft the

draft language (Attachment 1). The City Attorney has reviewed the draft language. The amendment would allow for a minimum setback of 18 feet, measured from the rear edge of the public sidewalk. The parking chapter of the zoning code (Chapter 18.125) requires a parking space to be a minimum of 9 feet wide and 18 feet long so an 18-foot setback coincides with the requirements for an adequate parking space and should allow a car to park in front of a garage without blocking the sidewalk. In cases where a sidewalk does not exist, the minimum setback requirement would be 23 feet to the edge of the city-maintained public street. This would give enough room for an 18-foot-long parking space and still allow room for a standard 5-foot-wide sidewalk to be installed later.

The amendment would allow flexibility for owners of properties in older residential neighborhoods while still providing for the safety of pedestrians and sightlines for motorists.

Planning Commission Recommendation:

At its April 20, 2023 meeting, the Planning Commission conducted a public hearing. During the public hearing no one spoke in opposition to the request. On a 4-0 vote, the Commission unanimously voted to recommend approval of the amendment.

Attachments:

Attachment 1—Draft Amendment
Attachment 2—Draft Ordinance

Suggested Motion (to be made after the public hearing is conducted): I move that Council adopt the ordinance and approve the amendment as recommended by the Planning Commission.

City Manager: Leslie Beauregard

1 18.120.010 (4)(h)

2 An attached or detached private garage which faces on a street shall not be located closer than 25
3 feet to a street right-of-way line.

4 (i) The following shall provide an exception to the minimum front setback requirement for
5 attached private garages:

6
7 Regardless of any other provision set forth in Title 18, any lot which includes a single-
8 family dwelling that is nonconforming to the minimum required front setback for the
9 zoning district, any attached private garage which faces on a street shall not be located
10 closer than 18 feet to the rear edge of the public sidewalk on the street right-of-way line
11 that the garage door opening faces, regardless of the orientation of the main dwelling. In
12 cases where a public sidewalk does not exist, an attached private garage shall not be
13 located closer than 23 feet to the nearest edge of the city maintained public street
14 pavement that the garage door opening faces, regardless of the orientation of the main
15 dwelling.

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DRAFT

Ordinance No. 2023-____

AN ORDINANCE AMENDING
SECTION 18.120.010, SETBACK EXCEPTIONS,
OF CHAPTER 18.120, YARD, BUILDING SETBACK, AND OPEN SPACE
EXCEPTIONS,
OF TITLE 18, ZONING, OF THE STAUNTON CITY CODE
TO ALLOW A REDUCED FRONT SETBACK FOR ATTACHED GARAGES IN
CERTAIN SITUATIONS

Recitals

A. Scott Goldenberg has requested a zoning text amendment to allow an attached garage to have a reduced minimum front setback in situations where there is an existing single-family dwelling that is nonconforming to the minimum front setback required for the district in which it is located;

B. City Staff has determined that a text amendment should be made and that Chapters 18.120, Yard, Building Setback, and Open Space Exceptions, of the Zoning Title of the Staunton City Code should be amended to allow a reduced setback for the convenience of having a private garage for parking;

C. The criteria established in SCC 18.215.060 was used to evaluate the request and the zoning text amendment was found to be consistent with the provisions;

D. The Planning Commission of the City of Staunton, after study and review, has properly heard the matter and recommended approval of the text amendment;

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

F. These recitals are an integral part of this ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that Chapters 18.120, Yard, Building Setback, and Open Space Exceptions, of Title 18, Zoning, of the Staunton City Code, is **HEREBY AMENDED, RESTATED, AND REORDAINED** as follows:

Chapter 18.120

YARD, BUILDING SETBACK, AND OPEN SPACE EXCEPTIONS

Sections:

18.120.010 Setback exceptions.

18.120.010 Setback exceptions.

The following requirements provide exceptions or qualify and supplement, as the case may be, the specific district regulations set forth except in Division II of this title:

(1)

(2)

(3)

(4) The following provisions also apply to certain conditions with respect to the use of lots and access points:

(a)

(b)

(c) ...

....

....

....

(h) An attached or detached private garage which faces on a street shall not be located closer than 25 feet to the street right-of-way line.

(i) The following shall provide an exception to the minimum front setback requirement for attached private garages:

Notwithstanding any other provision set forth in Title 18, any attached private garage on any lot which includes a single-family dwelling that is nonconforming to the minimum required front setback for the zoning district, which faces on a street shall not be located closer than 18 feet to the rear edge of the public sidewalk on the street right-of-way line that the garage door opening faces, regardless of the orientation of the main dwelling. In cases where a public sidewalk does not exist, an attached private garage shall not be located closer than 23 feet to the nearest edge of the city maintained public street pavement that the garage door opening faces, regardless of the orientation of the main dwelling.

....

....

....

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

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Introduced:
Adopted:
Effective Date:

Stephen W. Claffey, Mayor

ATTEST:

Kiley A. Kesecker,
Clerk of Council

DRAFT

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	May 11, 2023	Staff Members: Rodney Rhodes Tim Hartless
Item #	D	
Department:	Community Development— Planning and Zoning	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Area: Built Environment	
Subject:	Consideration of a Final Plat for Olde South Village, Section Four	

Background: Olde South Village is a Planned Residential Development (PRD) located off Commerce Road and Green Hills Drive. As originally proposed, the subdivision contained a residential area, zoned R-4, High Density Residential, with 98.6 acres and 317 lots, and a commercial area containing 9.01 acres and 3 lots.

The Special Use Permit for a PRD and the Preliminary Plat for the entire subdivision were approved in January 2006. In the fall of 2007, approval was given for the first section of the development, which included the development of the first 30 units.

An amended Preliminary Plat and Master Plan were approved in 2013, reducing the total number of lots to 286. Overall density was decreased from 3.9 units per acre to 2.8 units per acre. Open space was increased from 20% to 26% of the total acreage.

A final plat for section two was approved in 2014, and section three in 2019. To this point, between the three previously approved sections, 83 lots have been approved for development.

Analysis: Staff has conducted a review of the proposal and has determined that the final plat is in general conformance with the approved masterplan and preliminary plat. The proposed plat

for section four creates 33 new lots and includes the extension of Stonewall Jackson Boulevard, construction of a new street to be named Antietam Court, as well as extension of public water and sewer. An Infrastructure Construction plan has been approved for these improvements; however, construction of the infrastructure has not yet been completed. In accordance with the provisions of SCC 17.20.100, surety has been submitted to the City, in the form of a letter of credit, in an amount sufficient to cover the cost of the infrastructure improvements (\$580,000). The City Engineer will hold this surety until after construction of the infrastructure is completed and accepted.

Planning Commission Recommendation:

At the March 17, 2022 meeting, Planning Commission considered the request. On a 5-0 vote, the Commission unanimously voted to recommend approval of the final plat.

Attachment: Final Plat, Olde South Village, Section Four

Suggested Motion: I move that Council approve the final plat as recommended by the Planning Commission.

City Manager: Leslie Beauregard

Attachment #1

SURVEY NOTES:

- 1) THIS PLAT REPRESENTS A CURRENT FIELD SURVEY.
- 2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO INFORMATION DISCLOSED BY SUCH.
- 3) PROPERTY IS LOCATED IN FEMA DEFINED ZONE "X"
MAP NUMBER: 51015C0333D & 51015C0334D
EFFECTIVE DATE: SEPTEMBER 28, 2007
- 4) ALL REAR LOT LINES SHALL HAVE A 10' UTILITY EASEMENT ALONG THE INTERIOR OF EACH LOT. ALL SIDE LOTS LINES SHALL HAVE A 10' UTILITY EASEMENT CENTERED ON EACH LOT LINE.
- 5) ALL PRE-EXISTING PROPERTY LINES ASSOCIATED WITH THE LOT ACQUIRED BY VALLEY ALLIANCE LLC PER INST# 210003814, AND TRANSFERRED TO AUGUSTA OPPORTUNITIES INC PER INST# 220001115 (PARCEL SIX), AND IDENTIFIED AS PID# 10236 BY THE CITY OF STAUNTON ARE HEREBY VACATED.
- 6) ALL BEARINGS AND DISTANCES IN PARENTHESIS ARE FOR STORMWATER EASEMENT
- 7) MAINTENANCE OF ALL OPEN SPACES AND PRIVATE EASEMENTS SHOWN HEREON SHALL BE THE RESPONSIBILITY OF THE DEVELOPER UNTIL SUCH TIME THAT THOSE AREAS ARE DEDICATED TO THE HOMEOWNERS' ASSOCIATION.
- 8) STONEWALL JACKSON BOULEVARD AND ANTIETAM COURT AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC STREET PURPOSES.
- 9) THE TEMPORARY TURNAROUND EASEMENT RECORDED AT INST# 080000874 AS SHOWN ON SHEET 3 SHALL BE VACATED AT SUCH TIME AS THE CONSTRUCTION OF STONEWALL JACKSON BOULEVARD IS COMPLETED THROUGH THE INTERSECTION WITH ANTIETAM COURT AND IS ACCEPTED INTO THE MAINTENANCE SYSTEM OF THE CITY OF STAUNTON.
- 10) THE PROPOSED TEMPORARY TURNAROUND EASEMENT SHOWN ON SHEET 3 SHALL BE VACATED AT SUCH TIME AS THE STONEWALL JACKSON BLVD RIGHT-OF-WAY IS EXTENDED AND DEDICATED FOR PUBLIC STREET PURPOSES AND THE ASSOCIATED ROAD IMPROVEMENTS FOR STONEWALL JACKSON BLVD ARE CONSTRUCTED AND ACCEPTED FOR MAINTENANCE BY VDOT.
- 11) ALL REQUIRED DEEDS OF EASEMENT SHALL BE RECORDED AT SAME TIME AS APPROVED FINAL PLAT.

GENERAL NOTES:

OWNER: AUGUSTA OPPORTUNITIES INC
PID# 10435 & PID# 10236
INST# 220001115

EXISTING ZONING: (R-4) HIGH DENSITY RESIDENTIAL
PLANNED RESIDENTIAL DEVELOPMENT
PER CITY COUNCIL MINUTES
DATED JANUARY 12, 2006

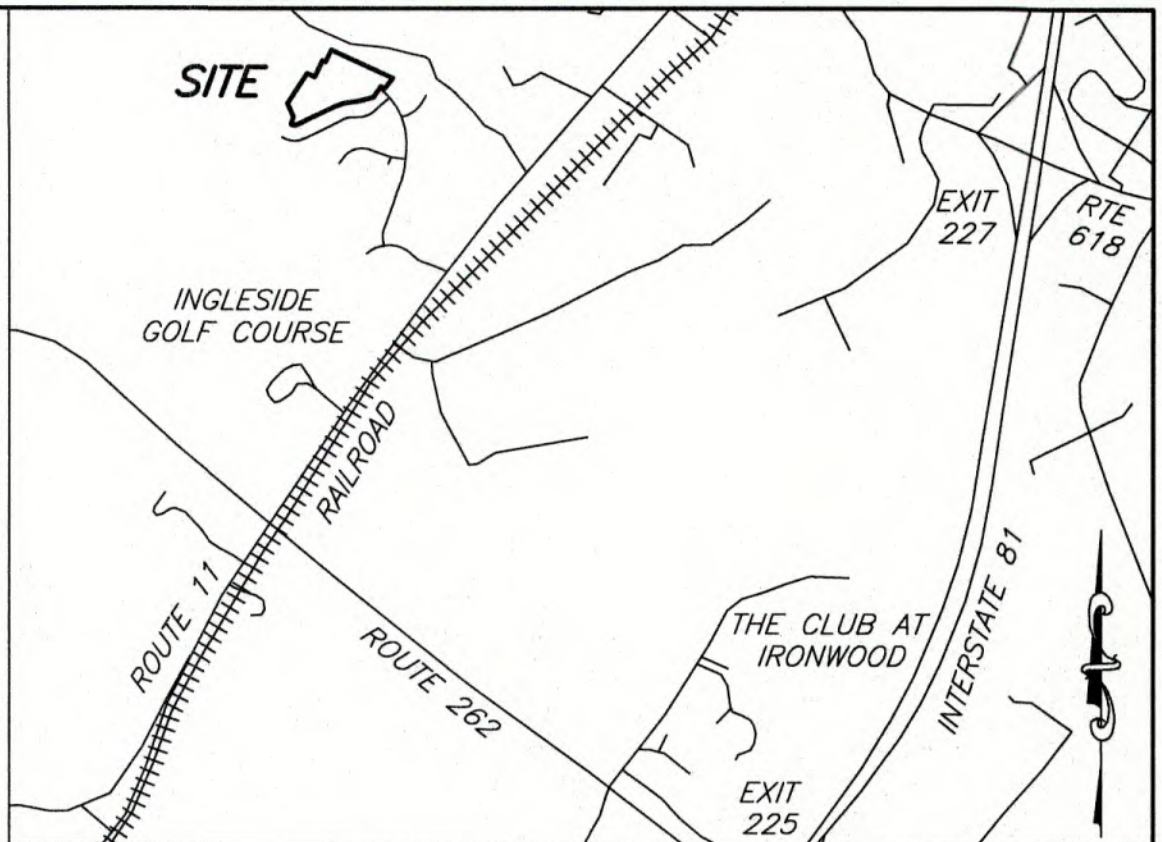
SETBACKS: FRONT = 25 FEET
SIDE = 7 FEET
REAR = 25 FEET

SUBDIVIDER: AUGUSTA OPPORTUNITIES
5061 LEE JACKSON HIGHWAY
GREENVILLE, VA 24440

AGENT: BALZER & ASSOCIATES, INC
104 INDUSTRY WAY, SUITE 102
STAUNTON, VA 24401
540-248-3220 (TEL)

WATER: CITY OF STAUNTON

SEWER: CITY OF STAUNTON



VICINITY MAP (SCALE: 1" ≈ 2000')

AREA TABULATION FOR SECTION FOUR:

PID# 10435 AREA=	65.48 ACS	(BY TAX RECORDS)
PID# 10236 AREA=	+ 0.517 ACS	
TOTAL ORIGINAL AREA=	65.997 ACS	
TOTAL NUMBER OF LOTS= 33		
AREA IN LOTS=	6.978 ACS	
AREA IN ROADS=	1.469 ACS	
AREA IN OPEN SPACE=	+ 1.129 ACS	
TOTAL SUBDIVISION AREA=	9.576 ACS	
TOTAL ORIGINAL AREA=	65.997 ACS	
TOTAL SUBDIVISION AREA=	- 9.576 ACS	
RESIDUAL AREA=	56.421 ACS	

SURVEYOR'S CERTIFICATE

I, DANIEL E. HANSEN, A LAND SURVEYOR DULY LICENSED BY THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS SUBDIVISION KNOWN AS "OLDE SOUTH VILLAGE, SECTION FOUR" IS A PORTION OF THOSE CERTAIN TRACTS OF LAND LAST CONVEYED TO AUGUSTA OPPORTUNITIES INC IN INSTRUMENT #220001115, PARCELS ONE AND SIX, OF RECORD IN THE CLERK'S OFFICE OF THE CITY OF STAUNTON, VIRGINIA.



OWNER'S CONSENT TO DIVISION

THE PLATTING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND "OLDE SOUTH VILLAGE, SECTION FOUR" IS WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

AUGUSTA OPPORTUNITIES INC
AGENT

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Staunton, TO WIT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED

BEFORE ME THIS 27th DAY OF April, 2023.

BY: Phillip Brown

NOTARY: Elizabeth Carol Simmons

CERTIFICATE OF APPROVAL

THIS SUBDIVISION KNOWN AS "OLDE SOUTH VILLAGE, SECTION FOUR" IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE ADMITTED TO RECORD.

APPROVED BY THE CITY OF STAUNTON

PLANNING COMMISSION _____ DATE _____

CITY COUNCIL _____ DATE _____

***IF THIS PLAT IS NOT RECORDED WITHIN 6 MONTHS, THE SUBDIVISION APPROVAL IS VOID.



OLDE SOUTH VILLAGE
SECTION FOUR

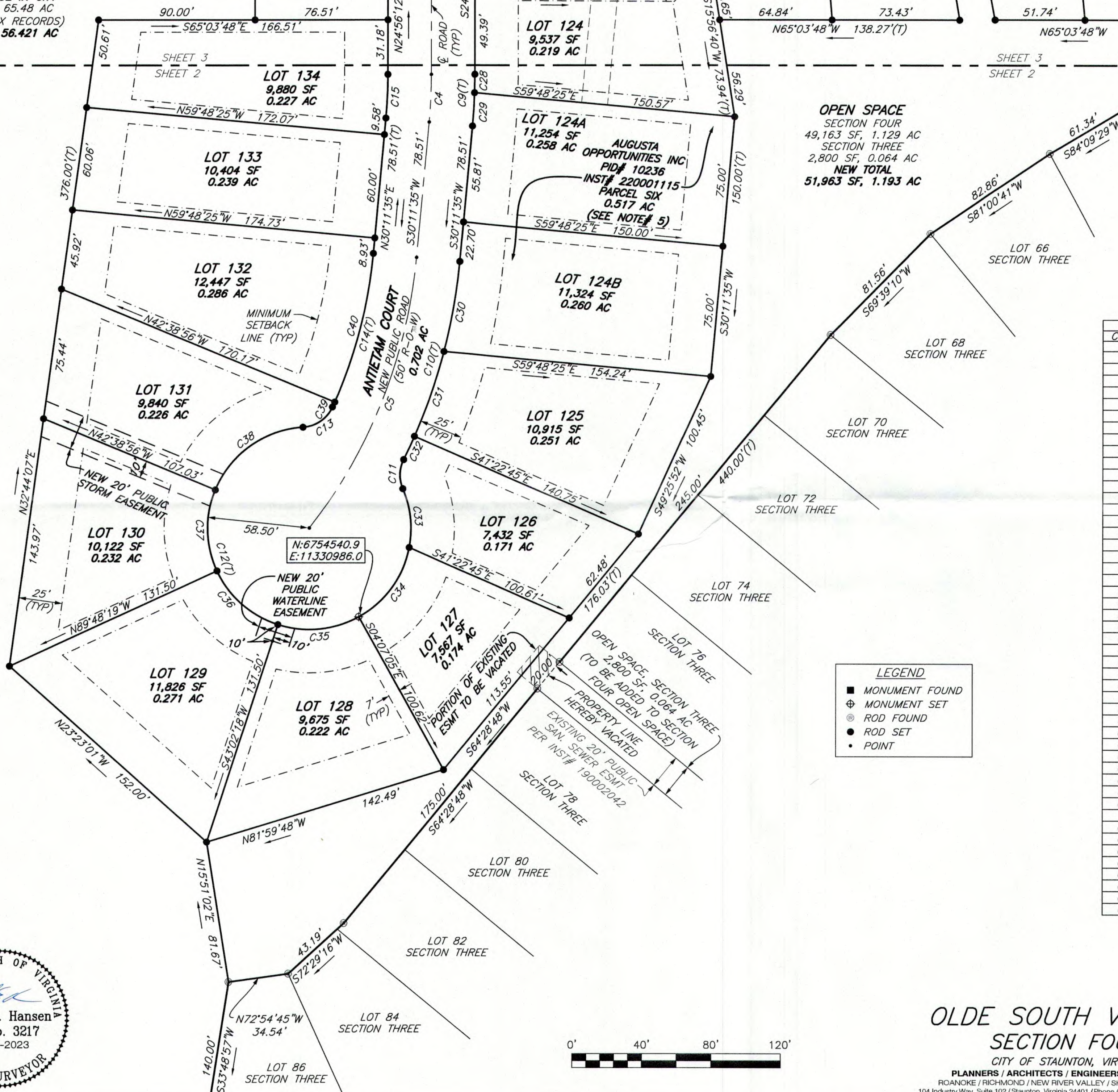
CITY OF STAUNTON, VIRGINIA
PLANNERS / ARCHITECTS / ENGINEERS / SURVEYORS
ROANOKE / RICHMOND / NEW RIVER VALLEY / SHENANDOAH VALLEY
104 Industry Way, Suite 102 / Staunton, Virginia 24401 / Phone (540) 248-3220 / www.balzer.cc

REV: 03-15-2023
DATE: 02-01-2022
SCALE: 1" = 40'
JOB: 34200067.01
DRAWN BY: DEN

SHEET 01 OF 03



AUGUSTA OPPORTUNITIES INC
PID# 10435 (CITY)
TAX MAP# 46-46A (AUG CO)
INST# 220001115
PARCEL ONE
RESIDUE IN CITY
OLD: 65.48 AC
(BY TAX RECORDS)
NEW: 56.421 AC



CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	720.00'	39.63'	N51°51'34"W	39.63'
C2	695.00'	273.46'	N64°40'31"W	271.70'
C3	695.00'	132.03'	N70°30'19"W	131.83'
C4	300.00'	27.52'	S27°33'54"W	27.51'
C5	300.00'	170.11'	S46°26'15"W	167.84'
C6	670.00'	264.04'	N64°39'27"W	262.34'
C7	720.00'	136.78'	N70°30'19"W	136.57'
C8	25.00'	39.27'	S69°56'12"W	35.36'
C9	325.00'	29.82'	S27°33'54"W	29.80'
C10	325.00'	119.20'	S40°42'01"W	118.53'
C11	20.00'	17.27'	S26°27'52"W	16.74'
C12	58.50'	295.66'	N33°29'23"W	67.46'
C13	20.00'	21.63'	N80°18'48"E	20.59'
C14	275.00'	91.84'	N39°45'37"E	91.41'
C15	275.00'	25.23'	N27°33'54"E	25.22'
C16	25.00'	39.27'	N20°03'48"W	35.36'
C17	670.00'	127.28'	S70°30'19"E	127.09'
C18	720.00'	282.89'	S64°41'31"E	281.07'
C19	670.00'	66.86'	S56°13'36"E	66.83'
C20	670.00'	66.47'	S61°55'40"E	66.45'
C21	670.00'	66.47'	S67°36'44"E	66.45'
C22	670.00'	64.23'	S73°12'04"E	64.21'
C23	720.00'	1.86'	S75°52'25"E	1.86'
C24	720.00'	16.52'	S75°08'33"E	16.52'
C25	720.00'	60.52'	S72°04'38"E	60.50'
C26	720.00'	56.20'	S67°26'00"E	56.18'
C27	720.00'	1.69'	S65°07'49"E	1.69'
C28	325.00'	10.61'	N25°52'19"E	10.61'
C29	325.00'	19.21'	N28°30'00"E	19.20'
C30	325.00'	52.53'	N34°49'23"E	52.47'
C31	325.00'	51.90'	N44°01'42"E	51.85'
C32	325.00'	14.77'	N49°54'20"E	14.77'
C33	58.50'	34.89'	N18°48'26"E	34.38'
C34	58.50'	51.04'	N60°53'15"E	49.44'
C35	58.50'	48.15'	S70°32'24"E	46.80'
C36	58.50'	48.15'	S23°23'01"E	46.80'
C37	58.50'	48.15'	S23°46'22"W	46.80'
C38	58.50'	65.29'	S79°19'31"W	61.96'
C39	275.00'	3.17'	S48°59'52"W	3.17'
C40	275.00'	88.67'	S39°25'49"W	88.29'
C41	670.00'	16.50'	N65°46'07"W	16.50'
C42	670.00'	67.81'	N69°22'25"W	67.79'
C43	670.00'	42.97'	N74°06'38"W	42.96'
C44	720.00'	20.62'	N75°07'37"W	20.62'
C45	720.00'	60.02'	N71°55'06"W	60.00'
C46	720.00'	60.02'	N67°08'32"W	60.00'
C47	720.00'	60.02'	N62°21'58"W	60.00'
C48	720.00'	60.02'	N57°35'25"W	60.00'
C49	720.00'	22.19'	N54°19'09"W	22.19'

LEGEND

- MONUMENT FOUND
- ⊕ MONUMENT SET
- ⊙ ROD FOUND
- ROD SET
- POINT

COMMONWEALTH OF VIRGINIA
Daniel E. Hansen
Lic. No. 3217
03-15-2023
LAND SURVEYOR

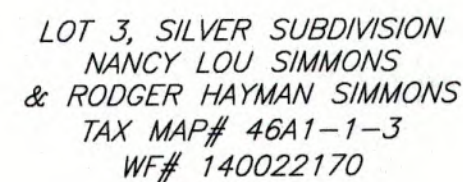


OLDE SOUTH VILLAGE
SECTION FOUR
CITY OF STAUNTON, VIRGINIA
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REV: 03-15-2023
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SHEET 02 OF 03

BALZER
& ASSOCIATES

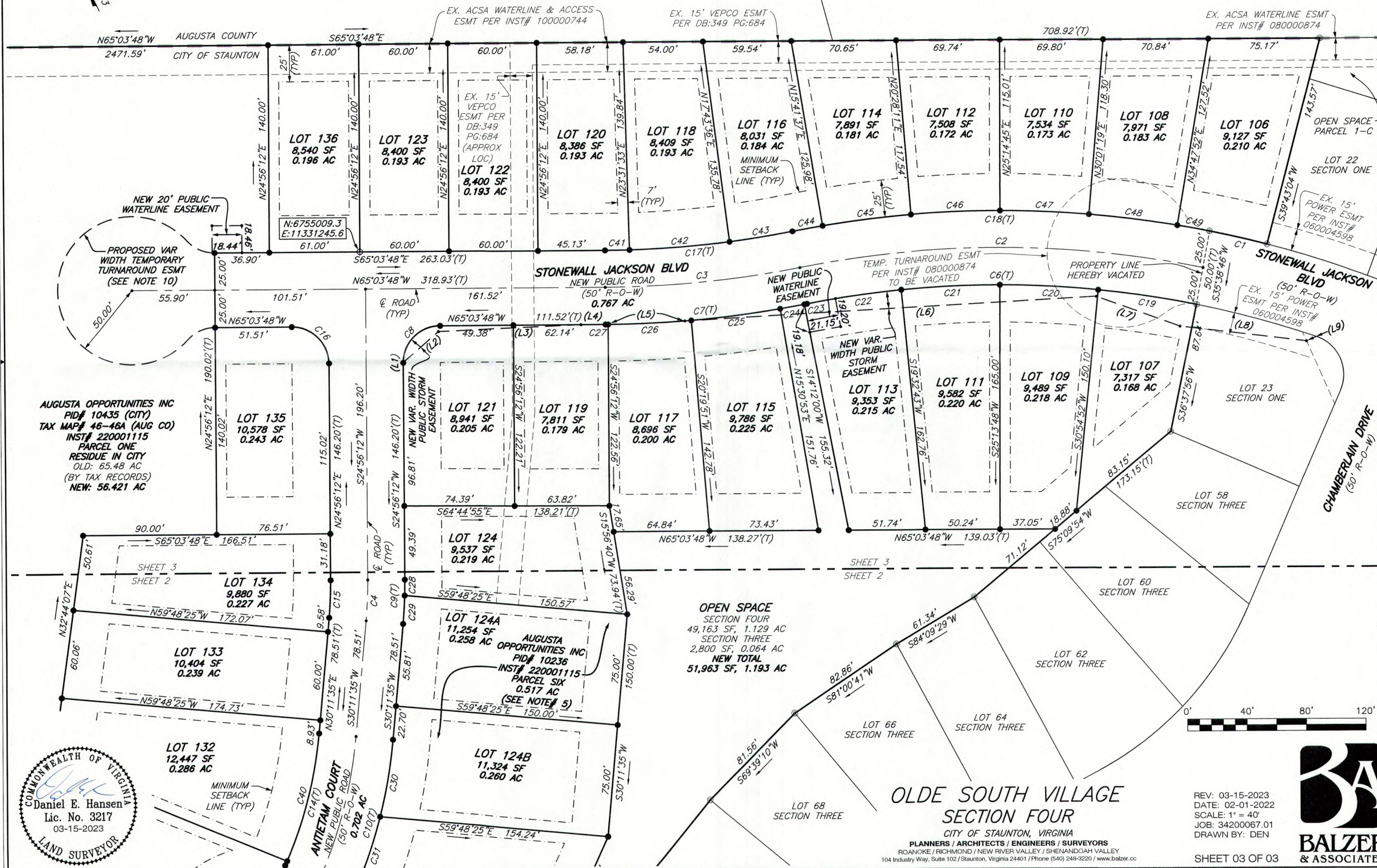


LINE TABLE		
LINE	BEARING	DISTANCE
L1	N25°12'32"E	0.24'
L2	N73°41'25"E	31.68'
L3	S67°22'15"E	96.22'
L4	S65°03'48"E	16.55'
L5	S67°15'39"E	51.85'
L6	S68°08'22"E	277.86'
L7	S45°12'12"E	59.69'
L8	S58°01'35"E	85.87'
L9	S88°29'22"E	7.36'

LOT 2, SILVER SUBDIVISION
NANCY LOU SIMMONS
& RODGER HAYMAN SIMMONS
TAX MAP# 46A1-1-2
WF# 140022170

LEGEND

- MONUMENT FOUND
- ⊕ MONUMENT SET
- Ⓡ ROD FOUND
- ROD SET
- POINT



CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	May 11, 2023	Pete Kesecker Environmental Programs Administrator
Item #	E	
Department:	Community Development – Environmental Programs Division	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Environmentally Conscious Strategic Area: Infrastructure	
Subject:	Consideration of an Ordinance Amending Staunton City Code (SCC) Section 13.10.030, General & Technical Criteria for Stormwater Management, to Comply with Policy Guidance Issued by the Virginia Department of Environmental Quality for Certain Solar Projects	

Background: On March 29, 2022, the Virginia Department of Environmental Quality issued a memorandum implementing a more stringent post-development stormwater management policy for solar projects that are subject to Virginia Stormwater Management Program requirements related to permitting for construction activity-related stormwater discharges. The policy applies to any solar project for which a stormwater management plan has not been approved prior to March 29, 2022, regardless of the project's stage of design.

The Environmental Protection Agency's (EPA) Chesapeake Bay Program considers solar panels to be impervious areas for the purposes of performing water quality modeling and calculations. As such, local stormwater management programs, including the program of the City of Staunton, must comply with the numerous mandates of the Virginia Stormwater Management Program statutory provisions of the Virginia Code.

The proposed amendments would bring the city into compliance with the numerous mandates of the Virginia Stormwater Management Program statutory provisions of Virginia Code §§ 62.1-44.15:24 et seq. and numerous regulatory provisions of 9 VAC § 25-870-10 through 9 VAC § 25-870-830.

Attachment: Draft Ordinance

City Manager's Recommendation: Recommend the ordinance be approved as presented.

Suggested Motion: I move to adopt the ordinance and approve the proposed amendments to Staunton City Code Chapter 13.10.030 of Title 13, Environment, as presented.

City Manager: Leslie Beauregard

Ordinance No. 2023- __

**AN ORDINANCE AMENDING, RESTATING, AND REORDAINING
SECTION 13.10.030, GENERAL AND TECHNICAL CRITERIA FOR
STORMWATER MANAGEMENT, OF CHAPTER 13.10, COMPREHENSIVE
DRAINAGE PLAN, OF TITLE 13, ENVIRONMENT, OF THE STAUNTON CITY
CODE**

**TO COMPLY WITH POLICY GUIDANCE ISSUED BY THE VIRGINIA
DEPARTMENT OF ENVIRONMENTAL QUALITY FOR CERTAIN SOLAR
PROJECTS**

RECITALS

A. Local stormwater management programs, including the program of the City of Staunton, must comply with the numerous mandates of the Virginia Stormwater Management Program statutory provisions of Virginia Code §§ 62.1-44.15:24 et seq. and numerous regulatory provisions of 9 VAC § 25-870-10 through 9 VAC § 25-870-830;

B. On March 29, 2022, the Virginia Department of Environmental Quality (DEQ) issued a memorandum implementing more stringent post-development stormwater management policy for solar projects that are subject to Virginia Stormwater Management Program (VSMP) requirements related to Virginia Pollutant Discharge Elimination System permitting for construction activity-related stormwater discharges. The policy applies to any solar project for which a stormwater management plan has not been approved prior to March 29, 2022, regardless of the project's stage of design;

C. Prior to the implementation of this policy, DEQ did not require solar projects that were subject to VSMP requirements to account for the imperviousness of solar panels when applying post-development stormwater management technical criteria—DEQ's practice was to consider only the solar panel support posts and beams as impervious areas. DEQ states that this approach underestimates the post-development runoff volume or runoff rate from solar panel arrays, which has the potential to negatively impact downstream waterways and properties;

D. It would serve the best interest of the City and its citizens to implement a stronger post-development stormwater management policy for solar projects that are subject to VSMP requirements;

E. This matter has been properly heard and considered; and

F. These recitals are deemed an integral part of this ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that Section 13.10.030 of Title 13, Environment, be and are hereby amended as follows:

13.10.030 General and technical criteria for stormwater management.

The following general and technical criteria shall apply to land development and land-disturbance activities which require a VSMP permit and/or a VESCP permit. In the event of conflict between any of these criteria, the most stringent shall govern.

...

(13) The Environmental Protection Agency's (EPA) Chesapeake Bay Program considers solar panels to be impervious areas for the purposes of performing water quality modeling/calculations for the Chesapeake Bay Total Maximum Daily Load. The City of Staunton is a MS4 locality within the Chesapeake Bay Watershed. As such Chesapeake Bay Total Maximum Daily Load is to be accounted for with all stormwater management plans for solar projects.

(a) **Water Quantity.** Solar panels are to be considered unconnected impervious areas when performing post-development water quantity calculations using the hydrologic methods specified in the Virginia Stormwater Management Program Regulation, 9VAC25-870-72. Current information regarding the application of unconnected impervious areas can be found in Chapter 9 (Hydrologic Soil-Cover Complexes), Part 630 (Hydrology) of the Natural Resource Conservation Service's National Engineering Handbook.

(b) **Water Quality.** Solar panels are to be considered impervious areas when performing post-development water quality calculations using the Virginia Runoff Reduction Method (VRRM). To account for the disconnection of the solar panels from the overall drainage system, the area of the solar panels may be entered into the applicable "Simple Disconnection" stormwater best management practices section of the VRRM compliance spreadsheet (i.e., 2a – Simple Disconnection to A/B Soils or 2b – Simple Disconnection to C/D Soils).

(c) **Alternative Methods.** This policy does not prohibit any alternative method. If alternative proposals are made, such proposals will be reviewed and accepted or denied based on their technical adequacy and compliance with the appropriate laws and regulations.

References for Alternative Methods may include:

Ohio Environmental Protection Agency – Guidance on Post- Construction Stormwater Management for Solar Panel Fields – Fact Sheet (epa.ohio.com)

Minnesota Pollution Control Agency - Minnesota Stormwater Manual – Stormwater management for solar projects:

https://stormwater.pca.state.mn.us/index.php/Stormwater_management_for_solar_projects_and_determining_compliance_with_the_NPDES_construction_stormwater_permit

(14) Regional Stormwater Management Plans. Applicants shall contact the administrator prior to submitting an application for stormwater management plan approval to determine

94 if a regional stormwater management plan was developed for the applicable watershed in
95 accordance with [9 VAC 25-870-92](#) of the VSMP Permit Regulations. If such a plan is in
96 existence, the applicant must meet all stormwater management requirements on site in
97 accordance with the provisions of the regional plan and other management provisions as
98 specified by the administrator.
99

100 In all other respects, the provisions of 13.10.030 of Title 13, Environment, of the
101 Staunton City Code remain the same and are hereby restated, confirmed and reordained.
102

103
104 Introduced:

105 Adopted:

106 Effective Date:
107
108
109

Stephen W. Claffey, Mayor

110
111
112
113 ATTEST: _____
114 Kiley A. Kesecker,
115 Clerk of Council
116

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	May 11, 2023	Leslie Beauregard City Manager John C. Blair, II City Attorney
Item #	F	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Area: Responsive, Efficient Government	
Subject:	Resolution Approving City Council Summer Meeting Schedule for 2023	

Background: Based on a discussion about City Council's summer meeting schedule during the work session on April 27, the City Manager, at Council's direction, polled the members of Council to determine if they were interested in cancelling one or more meetings during the months of June, July and/or August. The majority of Councilors desired to cancel one meeting in July as well as one meeting in August. The attached resolution cancels the first Council meetings in July and August. This is consistent with a majority of Council's wishes when asked by the City Manager.

Attachment: Proposed resolution

City Manager's Recommendation: Adopt the proposed resolution

Suggested Motion: I move that City Council adopt the proposed resolution cancelling the following City Council meetings: July 13, 2023 and August 10, 2023.

City Manager: Leslie Beauregard

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**RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON
ESTABLISHING DATES FOR
REGULAR MEETINGS OF THE
COUNCIL OF THE CITY OF STAUNTON
FOR THE PERIOD OF
MAY, 2023 THROUGH
DECEMBER, 2023**

RECITALS

A. Section 3 of Chapter II of the Charter of the City of Staunton vests the government and administration of the city in one body, called the Council of the City of Staunton, and in one administrative officer, styled the city manager, and in such other departments, boards and other officers as provided or as permitted or required by law to be appointed by the council;

B. Every two years, the Council organizes after the biennial election of members, as contemplated under the provisions of Section 4.1 of the Charter; and, as part of the organization, Council elects a Mayor and Vice Mayor, also referred to as the President and Vice-President, respectively, under the provisions of Staunton City Code Section 2.10.010;

C. At its organizational meeting on January 3, 2023, the Council members elected a Mayor and Vice-Mayor, and as part of its organizational meeting, the Council undertook other similar matters, including establishment of its meeting schedule for the next two years;

D. Section 6 of Chapter II of the Charter of the City of Staunton provides that regular meetings of the Council must occur at least once per month and that Council meet at such times as prescribed by ordinance or resolution;

E. Section 2.10.070 of the Staunton City Code provides that Council will hold regular meetings on the second and fourth Thursdays of each month at such hour as it may designate and at any other time to which it may be regularly adjourned or postponed;

F. On March 23, 2023, the Council adopted a Resolution amending the meeting start times for its meetings from May 2023 until December 2024 from 7:30 p.m. to 7:00 p.m.

G. For the months of July and August 2023, City Council has determined that it will not meet on the second Thursday, and for the months of November and December 2023, City Council has determined that it will not meet on the fourth Thursday due to the Thanksgiving and Christmas holidays, respectively, which Council recognizes as holidays observed by the City;

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

1. Regular meetings of the Council shall be held on the second and fourth Thursdays of each month for the period of May, 2023 through December, 2023, at City Hall, 116 West Beverley Street, Staunton, Virginia, at 7:00 p.m. or at such earlier or other time or place as may be designated by the published agenda for any meeting or session of Council, except Council shall only meet on the fourth Thursday of July and August, 2023, and only meet on the second Thursday of November and December, 2023.

2. In the event the Mayor, or the Vice-Mayor, if the Mayor is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members of the Council to attend a regular meeting, such regular meeting shall be continued to the next Monday. Such finding and declaration shall be communicated to the members of the Council and the media as promptly as possible. And to the fullest extent permitted by law, all hearings and other matters previously advertised shall be conducted at the continued meeting and no further advertisement is required.

Adopted this 11th day of May, 2023.

Stephen W. Claffey, Mayor

ATTEST: _____
Kiley A. Kesecker, Clerk of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	May 11, 2023	City Council Leslie Beauregard City Manager Amanda Kaufman Assistant City Manager
Item #	G	
Department:	City Council City Manager’s Office	
Alignment with Staunton Plan (Value/Strategic Area):	Values: Integrity, Inclusion & Equity, Excellence, Engagement, Environmentally Conscious Strategic Areas: Infrastructure, Economic Development, Responsive, Efficient Government, West End, Built Environment	
Subject:	Strategic Plan Adoption	

Background: On February 23 and March 1, 2023, City Council conducted a retreat, facilitated by Zelos, LLC. Council received and approved the minutes and a retreat report (Attachment 1) at its March 23, 2023 regular meeting. At the May 11 meeting, staff is asking City Council to reaffirm/approve the Vision, Values and Strategic Goals, and to approve the new Objectives that resulted from the retreat discussions. Staff will give a presentation during the meeting that will help guide the discussion and summarize next steps.

Attachments:

Attachment 1—City Council Retreat Report

Attachment 2—Presentation

City Manager's Recommendation: Provide input to staff and adopt the vision, values, strategic goals and objectives that resulted from the City Council retreat.

Suggested Motion: I move that City Council adopt the vision, values, strategic goals and objectives that resulted from the City Council retreat.

City Manager: Leslie Beauregard



Summary information from the Staunton, Virginia City Council Retreat 2023

- Date and Time: February 28, 2023 9:00 am – 3:00 pm; March 1, 2023 9:00 am – 12:30 pm
- Location: Woodrow Wilson Library
- Participants:
 - o Leslie Beauregard, City Manager
 - o Amanda Kaufman, Assistant City Manager
 - o John Blair, City Attorney
 - o Kiley Kesecker, Clerk of Council
 - o Steve Claffey, Mayor
 - o Amy Darby, Vice Mayor
 - o Brad Arrowood, Councilmember
 - o Michele Edwards, Councilmember
 - o Terry Holmes, Councilmember
 - o Mark Robertson, Councilmember
 - o Alice Woods, Councilmember

Preparation for Retreat

In preparation for the retreat, Zelos spoke to the City Manager and reviewed relevant documents including the current strategic plan and Council procedures.

Zelos also conducted individual interviews with each Council member prior to the retreat. The purpose of the interviews was to gather information to provide a high-level look at key themes that reflect areas of agreement as well as diverse points of view. The themes were discussed during the retreat and contributed to the development of the retreat agenda.

The information in this summary report is organized as follows:

1. What's going well?
2. What are the biggest challenges/concerns?
3. What are some opportunities to take advantage of that will have a positive impact?
4. Reaction to the Staunton Plan.
5. Information for planning a successful retreat.



Key themes

Theme	Summarized comments
What's going well?	
New day	• New leadership including elected officials and new County leaders • A desire to honor the past, embrace where they are and look forward to moving ahead • Positive outlook about the future of Staunton
City initiatives / work environment	• Diversity, equity, and inclusion Committee • First female City Manager • Great staff including some very good recent hires
Vibrant downtown / tourist destination	• Downtown development is drawing residents and visitors to the area • Festivals and events are well attended • Shopping and dining options are available • Gypsy Park
What are the biggest challenges / concerns?	
Economic development	• Staunton Crossing needs to be a priority for development • Need to attract more industry and retail in order to create good paying jobs and diversity the tax base • Actively promote Staunton as a business-friendly community
City facilities and infrastructure	• Public safety facilities are old and cramped • Need a new juvenile court facility • Aging infrastructure that needs updating and/or replacement
Growth / land use	• Population has stabilized • Need affordable housing options • Staunton is landlocked • Necessity to focus on redevelopment • Need a shared long-term vision for the future and stick to it vs addressing one project at a time
Fiscal constraints	• Priorities will need to be determined

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Theme	Summarized comments
	Not enough money to fix everything at once
What are some opportunities to take advantage of that will have a positive impact?	
Infrastructure improvements	- One-time funds to pursue and use wisely - Water system upgrades - Expansion of recycling program - Capital improvement projects (CIP)
Target areas for economic development	- Staunton Crossing - West End - Richmond Road area - Expansion of downtown
Destination city	- Expand tourism options - Staunton has a good strategic location - easy to get to - Natural beauty of Staunton and surrounding area
Leadership	- Good mix of new and experienced leaders within City government and elected officials - Open to new ideas - Renewed sense of hope for positive outcomes
Facilities	- Repurpose Augusta County Courthouse - Public safety facility upgrades - Funding for capital improvement projects
Reaction to the Staunton Plan.	
Vision	- General agreement that vision statement is ok as it - Previous statement was long and the current statement is an improvement - Like the tag line
Values	- General agreement that values are good - All Council members agreed the values should apply to both Council and staff
Strategic Areas	- General agreement that the strategic areas are still valid - City initiatives appear to align with the five strategic areas



Theme	Summarized comments
Information for planning a successful retreat.	
Outcomes and tone for the retreat	• Respectful environment • Opportunity for all to participate and be heard • Listen for understanding • Don't interrupt • Identify what's most important - priorities • Recognize that there are varying degrees of experience represented and all are valuable



Retreat Day 1: February 28, 2023

City kept the flipcharts for its own reference

Ground Rules

1. Respect each other
2. Provide opportunities for all to participate
3. Listen for understanding
4. Don't interrupt
5. Recognize and value the varying degrees of experience and perspectives
6. Get to know each other
7. Identify what's most important – priorities

Values Review

City Council recommended some changes in language and a review for consistency in the Values statements.

- Making all statements begin with "We will"
- Including an element of timeliness or efficiency for governance/government in the Excellence statement

Behaviors associated with Values

COUNCIL: What would we expect to see as these values play out in your roles and responsibilities as Council members?

Consider:

- How you engage with each other
- How you engage with staff
- How you engage with the public

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Integrity

- Be a person of your word
- Be authentic in all venues
- Be courteous and polite
- Say no in a kind and respectful way
- Take up conflict directly with the person

Inclusion & Equity

- Consider how decisions affect all citizens and communities in the city
- Communicate differences in parameters of programs and services to citizens and businesses
- AND consider these differences in policy decisions
- Make everyone feel that they belong

Excellence

- Responsiveness (quick turnaround) so that folks have trust in the government
- Good, proactive communication
- Improve systems and processes

Engagement

- Meet people in the community informally
- Invite folks to the process
- Cast a wider net
- Be welcoming
- Educate citizens about the process
- More interaction with the public

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- Discuss your shared experience as residents

Environmentally Conscious

- Find ways to lower the City's carbon footprint and energy usage
- Consider the environment and spending in all you do
- "Walk the talk"
- Consider the environmental impact of industry
- Educate yourself and staff (for example, the fire department)
- Learn from other localities

STAFF: What ideas do you have for creating a culture where these values are demonstrated throughout the organization?

- Align behaviors with employee of quarter or employee of the year
- Communicate what the behaviors are
- Incorporate into the employee performance evaluation process
- Alignment with City Council agenda briefings – summarize
- Incorporate strategic areas and values into budget process
- Posters featuring the employee and which value they are demonstrating
 - o Make them visible (Public Works)
 - o Visual way for employees to see how their work fits in – how they contribute
- Engage the Staunton employee committee to help deploy the values
- Include with job descriptions



Retreat Day 2: March 1, 2023

City kept the flipcharts for its own reference

Strategic Areas

We asked Council to imagine what the ideal future would look like in five (5) years for each strategic area. On a “postcard from the future” we asked them to identify 3-4 specific changes that they would like to see in that strategic area. We capture the brainstorm below.

After discussing the brainstorm and allowing Council to clarify, as necessary, we asked each Council member to identify their top 3 priorities for each strategic area. We organized the list in order of priority with the number of votes from Council members indicated.

Infrastructure – Brainstorm

- Water safety and security
- Walkable, safe places such as greenways and pedestrian trails
- Highly skilled and trained employees
- More efficient recycling and trash programs
- Stormwater management, flooding reduction
- Access to fiber optic internet
- Staunton Crossing
- Education / school buildings
- Alternative energy
- Underground utilities

Infrastructure – Identified Priorities

- Water security (7)



- Staunton Crossing (6)
- Walkable, safe places such as greenways and pedestrian trails (3)
- Access to fiber optic internet throughout the city (2)
- Stormwater management, flooding reduction (1)
- Augusta County Courthouse building [purchased by the City for a new purpose] (1)

Economic Development – Brainstorm

- Staunton Crossing- all land has been purchased and tenants are paying taxes
- Tourism, more music venue locations
- Affordable workforce housing for families
- West End
- Existing businesses are expanding, showing resilience and longevity
- Repurposing brick and mortar locations for city use
- Top notch schools to attract new businesses
- Top notch parks
- Well-rounded city = higher quality of life for citizens
- More retail businesses
- Business start-up assistance/mentorship programs

Economic Development – Identified Priorities

- Staunton Crossing (7)
- Affordable workforce housing for families (5)
- Tourism (4)



- Well-rounded city = higher quality of life for citizens (2)
- Support for new businesses (1)
- Parks and recreation (1)
- Top notch schools (1)

West End – Brainstorm

- No abandoned buildings
- Walkable sidewalks throughout
- Beautification efforts
- Housing & retail- Chestnut Hills
- Juvenile court relocation
- Walkability
- Gathering spaces- coffee shops, restaurants
- Adequate transportation
- Outdoor pavilion/ farmers market space
- Courting businesses to choose West End
- Holistic plan- small area plan- revitalization plan (already planned)

West End – Identified Priorities

- Courting businesses to choose West End/retail and housing combination (6)
- Beautification efforts (2)
- Gathering spaces (2)
- No abandoned buildings (2)
- Develop housing in Chestnut Hills area (1)

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- Juvenile court relocation (1)
- Walkability (1)

Built Environment – Brainstorm

- “Future proof” fire and police facilities
- Juvenile court solution (mandated & already underway)
- Permanent school bus maintenance facility
- Police relocation out of ground floor of City Hall
- Repurpose downtown buildings for city use
- Consider the working needs of the future to maintain downtown
- Creating a community center

Built Environment – Identified Priorities

- “Future proof” fire and police facilities (7)
- Juvenile court solution (mandated & already underway) (4) – The #1 priority
- Repurpose downtown buildings for city use (4)
- Creating a community center (3)

Responsive, Efficient Government

Responsive, efficient government is mainly a responsibility of staff, so we asked staff to brainstorm what the future for this strategic area might look like in five years.

- In order maintain competitive edge, Staunton will recruit employees that are highly qualified, retain employees that receive continual training and development and reflect the community they serve.
 - o Employee Survey
 - o Compensation Study



- Staff will always look for ways to solve problems regionally.
- Staff will review and implement necessary changes to the city's organizational structure to better achieve Council's goals.
- Develop an effective communications and engagement function.

Discussion about resources and next steps

In the afternoon of Day 2, Council spent time discussing resource realities for their strategic area priorities. Clerk of Council took notes of that discussion, please refer to those notes for more detail on the content.

How to think about funding priorities in a limited resource environment

- Need to find the “sweet spot” between taxes and what folks can absorb, and what the priorities are
- Debt service & no mechanism to pay for it currently. Real plan is required to make sure debt service fund remains solvent.
- Once Staunton Crossing gets going taxes can relax, but some things need to happen first in order to make this happen and see the impacts
- The city's fiscal plans are solid and resilient
- Pressure to alleviate the burden on the city to cover reduced social services benefits
- Infrastructure is dependent of tax revenue. Without good infrastructure, you cannot attract good business
- What are those things that are no to low cost and have high impact?

What do you need and how can we help?

- Experienced Council members
- New Council members
- Executive leadership

Attachment #2



Staunton City Council Strategic Plan

May 11, 2023

Presented by the City Manager's Office

A culturally rich, historic city
with an exciting future of
innovation, growth and
resilience.

You belong here!

Vision

Integrity

- Be a person of your word
- Be authentic in all venues
- Be courteous and polite
- Say no in a kind and respectful way
- Take up conflict directly with the person

The City of Staunton will be courteous and polite, and we will work to cultivate trust and a sense of integrity between each other and the public.

Inclusion + Equity

- Consider how decisions affect all citizens and communities in the city
- Communicate differences in parameters of programs and services to citizens and businesses
- AND consider these differences in policy decisions
- Make everyone feel that they belong

The City of Staunton will work hard to be inclusive in our thoughts, words and deeds. We will strive to achieve diversity in representation, respect and seek various perspectives and opinions, and endeavor to achieve equitable outcomes for everyone in our community.

Excellence

- Responsiveness (quick turnaround) so there is trust in government
- Good, proactive communication
- Improve systems and processes

The City of Staunton is committed to excellence with a focus on ongoing training and continuing education for elected officials and staff, fiscal responsibility, proactive communication, and effective government and governance.

Engagement

- Meet people in the community informally
- Invite folks to the process
- Cast a wider net
- Be welcoming
- Educate citizens about the process
- More interaction with the public
- Discuss your shared experience as residents

The City of Staunton will aim to involve stakeholders in the decision-making process, to listen, and have open, honest communications with each other and the community.

Environmentally Conscious

- Find ways to lower the City's carbon footprint and energy usage
- Consider the environment and spending in all you do
- "Walk the Talk"
- Consider the environmental impact of industry
- Educate yourself and staff
- Learn from other localities

The City of Staunton will seek to understand and consider the short- and long-term impacts our decisions have on the environment and the community.

Strategic Goals & Objectives

- Strategic Goals were discussed and reaffirmed
- Objectives were brainstormed – *what changes you want to see in each strategic goal area*
 - Results from the prioritization exercise and the discussions following that during the retreat
 - **Manageable** – one to four objectives under each Strategic Goal
 - **Measurable** – reporting progress

Infrastructure



1. Plan for and provide appropriate water infrastructure
2. Complete the infrastructure for Staunton Crossing
3. Focus on creating walkable places (pedestrian focus, greenways, trails)
4. Plan for and provide stormwater infrastructure and flood mitigation solutions

The foundational and physical framework, utility systems, and transportation network that supports the City

Economic Development



1. Pursue targeted industries for development of Staunton Crossing
2. Support the retention and expansion of existing businesses, attract new businesses and promote Staunton as a top tourist destination
3. Prioritize affordable housing and housing for working families

Enhance the economic well-being and quality of life for the City through attracting new industries in target areas and supporting the expansion and retention of existing businesses. This area also addresses housing and quality of life needs required to attract and retain a qualified workforce.

West End



1. Implementation of the West End Revitalization Plan*

there were many specific ideas brainstormed with the recognition that those would be addressed with implementation of the Revitalization Plan*

A commitment to providing resources to Staunton's West End – to promote this community as a vibrant area that has diverse business opportunities, cultural offerings, and great potential for economic growth and stability.

Built Environment

1. Separation of City J&DR court operations from Augusta County
2. Plan for the future of public safety facilities
3. Understand capacity needs and focus on repurposing facilities for City use

Focus on facilities owned and maintained by the City, with an eye on not only what is needed in the current environment, but in future years as city space needs evolve and change.

Responsive, Efficient Gov't



1. Recruit highly qualified employees, retain employees that receive continual training and development, compensate competitively, and maintain a workforce that reflects the community it serves.
2. Prioritize regional solutions and problem solving.
3. Review and implement changes to the City's organizational structure to better achieve Council's goals.
4. Develop an effective communications and engagement function

Focus on the ways in which the City provides services, attracts and grows its employees, and fulfills the City Council's goals

Input from Council

- What input do you have to the plan?
- What work still needs to be done?

A horizontal decorative bar composed of ten rectangular segments in various colors: purple, olive green, blue-grey, grey, yellow, maroon, dark blue, tan, teal, and green.

Management Team Mini-Retreat – June 12

- Operationalize strategic goals & objectives into actionable and measurable items

Biannual progress reports provided to Council

- First report November 2023