

**Work Session Agenda
Staunton City Council
Rita S. Wilson Council Chambers
September 28, 2023
5:00 p.m.**

- | | | |
|------------------|-----------|--|
| 5:00 p.m. | 1. | Consideration of Work Session and Regular Meeting Agendas |
| 5:05 p.m. | 2. | Discussion of Valley Area Community Support Inc., dba Valley Supportive Housing |
| 5:25 p.m. | 3. | Discussion of Preliminary FY2023 Year End Carryover |
| 5:40 p.m. | 4. | Discussion of Revisions to City Council Procedure Memorandum No. 13: Naming of Public Facilities |
| 5:55 p.m. | 5. | Report on Properties Delinquent in Property Taxes and Overview of the Collection Process |
| 6:15 p.m. | 6. | Closed Meeting for: (i) Discussion or Consideration of the Disposition of Publicly-Held Real Property within Staunton Crossing; and (ii) Discussion of the Performance of the City Attorney |

(To Include Dinner Break until Regular Meeting at 7:00 p.m.)

**Regular Meeting Agenda
Staunton City Council
Rita S. Wilson Council Chambers
September 28, 2023
7:00 p.m.**

Call to Order

Pledge of Allegiance

Invocation/Moment of Silence – Edwards

Mayor's Report

Additional Items by Members of Council

REGULAR MEETING

A. Consent Agenda

A.1. Approval of Minutes

Work Session and Regular Meeting of September 14, 2023

A.2. Annual Report on Disposition of Surplus Property

A.3. FY 2025 Budget Calendar

All items will be voted on in one (1) motion. If so requested by any member of Council, an item placed on the consent agenda shall be removed and taken up as a separate matter at the end of the Regular Meeting.

B. Retirement Certificate Presentation – Chad Nestor

C. Public Hearing and Consideration of a Proposed Extension of Lease with TV6 Holdings LLC (dba SBA Communications Corporation) for Wireless Communications Facilities

D. Presentation from Valley Community Services Board Regarding Proposed Crisis Receiving Center & Crisis Stabilization Unit Project

E. Consideration of a Resolution of Support for Revenue Sharing Grant Application to extend the Churchville Avenue Streetscape, from Albemarle Avenue to Thornrose Avenue

- F. Consideration of a Resolution Approving an Application to the Virginia Economic Development Partnership for a Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund Remediation Grant for the Arcadia Project**
- G. Consideration of a Resolution for an Application to the Virginia Department of Rail and Public Transportation for Rail Industrial Access Program Funds for the Queen City Logistics Center, LLC**
- H. Update on the City of Staunton's Community Development Block Grant Timeliness Workout Plan as Mandated by the U.S. Department of Housing and Urban Development**

Matters from the City Manager

Matters from the Public*

Adjournment

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

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	September 28, 2023	City Council
Item #	1	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Values: Integrity Engagement	
Subject:	Work Session and Regular Meeting Agendas	

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

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

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	September 28, 2023	Leslie Beauregard City Manager Charley Haney City Assessor Rebecca Joyce Housing Planner
Item #	2	
Department:	Assessor City Manager Community Development	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Engagement Strategic Area: Responsive, Efficient Government	
Subject:	Discussion of Valley Area Community Support Inc., dba Valley Supportive Housing	

Background: At City Council's August 24, 2023 Work Session, there was discussion about a tax exemption request by Valley Area Community Support, Inc., known as Valley Supportive Housing (VSH). At the conclusion of that discussion, City Council directed staff to return with some possible solutions between the City and Valley Supportive Housing concerning the tax exemption request as well as VSH's potential tax liability for previously due real estate taxes. There was not support at that time by City Council to address or consider the request by VSH to become officially tax exempt. Therefore, the item in front of Council tonight is only for discussion and feedback, and there is no public hearing scheduled to consider the tax-exemption request.

To revisit the background, the briefing memo and all attachments from the August 24, 2023 work session are included as Attachment 1.

Update and Additional Information Since August 24th Meeting:

On September 21, 2023 Leslie Beauregard, City Manager, and Rebecca Joyce, Housing Planner met with Mr. Lou Siegel, VSH Executive Director, Elizabeth Cianciolo, VSH Board Vice Chair, and Martha Johnson, VSH Board Member. Various options and recommendations (Attachment 2) that Ms. Joyce had explored were discussed and questions answered.

Charley Haney, City Assessor, has confirmed the amount of taxes that would be owed by VSH. The City Assessor can only legally go back three years as far as collection of taxes owed. The following amounts reflect outstanding real estate tax liabilities on VSH properties:

- Three years of taxes owed on VSH properties and to correct the current year = \$69,783.42
- The current amount owed on the recently purchased St. Clair St. properties and the lower portion of Pump St. = \$15,597.24
- **Total = \$85,380.66**

There were also questions raised about other housing nonprofits in the City of Staunton and their tax status. Here are the three relevant ones and the authority, specified in State Code, behind their tax-exempt status:

- Habitat for Humanity - <https://law.lis.virginia.gov/vacode/title58.1/chapter36/section58.1-3622/> - the properties are only exempt while they are still owned by Habitat; once the home is in the name of the homeowner, that property and the house are fully taxable.
- Valley Mission - <https://law.lis.virginia.gov/vacode/title58.1/chapter36/section58.1-3606/>
- Staunton Redevelopment and Housing Authority - <https://law.lis.virginia.gov/vacode/title58.1/chapter36/section58.1-3606/>

Mr. Haney also provided information on other properties that serve specific populations, such as the elderly, and they are taxable. Examples include 512 Houston formerly Ruxton Health, Legacy, Brookdale, Royal Care at Birch Ridge, The Hilltop and Bright View Baldwin Park.

Another example is in the City of Charlottesville where Piedmont Housing Alliance controls 13 properties serving the elderly and disabled and all of their properties are taxable.

Attachments:

Attachment 1—Briefing Memo and Attachments from August 24, 2023 Work Session

Attachment 2—Options and Recommendations Discussed with VSH

City Manager's Recommendation: Staff recognizes that this is an unusual and difficult situation in that Valley Supportive Housing has operated under the assumption that their properties are tax exempt since 2006. Unfortunately, though, this was an erroneous decision made by City staff at that time and it must be corrected in some form. Staff is now looking for City Council to provide some direction as far as correcting this situation and will walk through the options during the work session.

City Council has several options they can consider or a combination of such:

1. If City Council wishes to formally consider the request by Valley Supportive Housing for tax exempt status, this would require a public hearing and a vote at a future Council meeting.
2. Council does not need to take any formal action if there is no desire to grant VSH tax exempt status. However, if Council desires to financially assist Valley Supportive Housing in any combination of ways to help address the taxes owed and the current taxes that are due, this would require a future budget appropriation.

3. In addition, City Council can direct that VSH apply for City funds as part of the regular budget cycle. And in our research, staff found that this is the process most jurisdictions utilize rather than granting a request for tax exemption. The next cycle for the FY 2025 Budget will start on December 8, 2023 when a budget submission request will be sent to all outside and nonprofit agencies that wish to apply for funds. Applications are due on January 25, 2024.

Suggested Motion: Not applicable.

City Manager: Leslie Beauregard

CITY COUNCIL**AGENDA BRIEFING**

Staunton, Virginia

Meeting Date:	August 24, 2023	Charley Haney City Assessor Leslie Beauregard City Manager
Item #	2	
Department:	Assessor City Manager	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Engagement Strategic Area: Responsive, Efficient Government	
Subject:	Application for Exemption from Real Property Taxes by Valley Area Community Support Inc., dba Valley Supportive Housing, per State Code 58.1-3651	

Background: In April 2023 Mr. Lou Siegel, Executive Director of Valley Supportive Housing (VSH), sent a letter to the City Assessor's Office requesting an exemption for six properties purchased by Valley St. Clair Properties LLC, which is owned by VSH. He also requested that an exemption be granted for a portion of 111 Pump Street that had been occupied by a commercial business and treated as taxable. VSH is remodeling the commercial portion of the Pump Street property in order to provide additional below market-rate housing units.

In 2006 Valley Area Community Support Inc., a federally tax-exempt organization pursuant to section 501(c)3 of the Internal Revenue Code, was granted real property tax exempt status by the Staunton City Assessor's Office without proper authorization from Virginia state code or local ordinance. It should be noted that VSH is a component of Valley Area Community Support Inc. This organization currently has six properties being treated as exempt for real property taxes. In 2023 VSH acquired the above-described six properties for \$1,300,000. These properties have been treated as taxable to this point pending further action. Upon further investigation City Staff still has not been able to find any justification in State code or local ordinance to allow for the exemption that had been granted to Valley Supportive Housing.

Since January 1, 2003, as a result of an amendment to the state code, the decision whether to grant exemptions from real property taxes has been vested in the Staunton City Council, rather than the General Assembly (which previously considered such exemptions). The last time a request was made of City Council to grant tax exempt status to real property was in 2013. That request was made by The Legacy at North Augusta, Inc. And at that time, City Council denied the request, and based its decision on "...consideration of the questions specified in Virginia Code § 58.1-3651 and other pertinent criteria, facts and circumstances, as reflected in the information presented..." The 2013 Resolution continued, "Council deny the application for the exemption by designation from real and personal property taxes, for the reasons included in the City Manager's recommendations and on the further basis that the City was assured that the applicant was not going to seek a tax exemption."

Under the applicable state code provision, a public hearing on each application for tax exemption by designation is required. Council has not previously granted a request of this nature. The earliest a public hearing could be scheduled to formally consider this request is September 14, 2023, at which time City Council would also consider whether to approve or deny the request.

Attachments:

Attachment 1—Request from Valley Area Community Support, dba Valley Supportive Housing dated April 28, 2023 requesting tax exemption on the properties in question

Attachment 2—Response from City Assessor dated May 5, 2023

Attachment 3—Additional Petition for real estate tax relief from Valley Area Community Support, dba Valley Supportive Housing

Attachment 4—Questions and the applicants answers for consideration for Tax Exemption by Designation under Virginia Code 58.1-3651

Attachment 5—State Code 58.1-3606, Property exempt from taxation by Classification

Attachment 6—State Code 58.1-3603, Exemptions not applicable when building a source of revenue

City Manager's Recommendation: Staff recognizes that this is an unusual and difficult situation in that Valley Supportive Housing has operated under the assumption that their properties are tax exempt since 2006. Unfortunately, though, this was an erroneous decision made by City staff at that time and it must be corrected in some form. And for those reasons, this item is simply for discussion so that City Council can hear from staff and the applicant and ask questions for follow up.

Suggested Motion: Not applicable.

City Manager: Leslie Beauregard



P. O. Box 1907, Staunton, Virginia 24402 vsh@valleysupportivehousing.org 540-414-2028

To: Charley Haney, City Assessor
Date: April 28, 2023
Subject: Real estate taxes for certain properties

Good morning.

We talked some time ago about the tax status of certain properties.

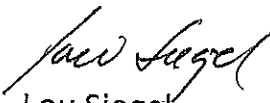
. We are charged no real estate tax on the following: 1314 W. Johnson St., 1115 W. Johnson St., 1111 West Johnson St., 240 Kalorama St., and 233 N. Madison St.

Also – our Pump St. Property – there was no tax charged in the past against the part of the building that was residential, six apartments on the upper floor. There was a real estate tax charged against the commercial area. This lower area is no longer a commercial area. We are about 1/2 of the way to converting them to an additional six apartments. These will be completed in approximately three months. We would like for these to be considered – currently - as part of our mission statement, and not subject to real estate taxes, as this is certainly not a commercial area anymore.

In addition, and I think we have talked about this, on January 1, 2023 we purchased six properties on St. Clair St. - #'s 207, 211, 213, 217, 216 and 220. Please consider these as a part of our mission. With no RE taxes.

We are getting close to assessment time and I hope we can get this settled.

Thank you for your consideration.


Lou Siegel
Executive Director

From: Charley Haney haneyce@ci.staunton.va.us
Subject: RE: Mission
Date: May 5, 2023 at 12:09 PM
To: valleysupportivehousing.org vsh@valleysupportivehousing.org
Cc: Charley Haney haneyce@ci.staunton.va.us, Robin S. Wallace WallaceRS@ci.staunton.va.us

Dear Mr. Siegel,

Per our earlier conversations I have done some research on the exempt status of real estate owned by Valley Area Community Support and the new properties purchased by Valley St. Clair Properties, LLC. I have also enlisted the assistance of the City Attorney's office. We could not find anything in Virginia Code section 58.1-3606 that would afford your organizations an exempt status. These are the Code sections where I normally find exemptions for real estate. The other option allowed by the State Code is 58.1-3651. This section gives localities the ability to exempt property from local real estate taxes. We have tried to find evidence where your organization was given exempt status by this process, but were not able to. I am sorry but it seems that your organization was erroneously granted this exemption without going through this process in the past. The City Attorney recommends you try this option. He also advises me that your exemption, if passed, can be made retroactive.

I have attached the above referenced State Code sections and an example of a previously submitted request for exemption under 58.1-3651 for your convenience. Please make careful note of the eight questions that must be answered with details and documentation in 58.1-3651, and presented to City Council at a public hearing. Please also note that your organization will be responsible, to the City, for the cost incurred for advertising the public meeting where this ordinance will be considered.

We will need your responses by May 19th 2023 to be able to have this request heard during the June 6th council meeting. If you cannot make this deadline then we could try to have this heard at the June 22nd meeting if we receive your paper-work by June 2, 2023.

If I can be of any further assistance with this matter let me know.

Sincerely,

Charles Haney
Staunton Assessor



P. O. Box 1907, Staunton, Virginia 24402 vsh@valleysupportivehousing.org 540-414-2028

To: City Assessor's Office

Date: May 19, 2023

Subject: Petition for real estate tax relief

Valley Area Community Support, dba Valley Supportive Housing (VACSI/VSH), requests relief from the city real estate tax for the following properties, all in Staunton, VA:

- 1314 W. Johnson St.
- 1115 W. Johnson St.
- 1111 W. Johnson St.
- 233 N. Madison St.
- 111 Pump St.
- 240 Kalorama St.
- 207 St. Clair St.
- 211 St. Clair St.
- 213 St. Clair St.
- 216 St. Clair St.
- 217 St. Clair St.
- 220 St. Clair St.

It is entirely possible that VACSI/VSH cannot continue to operate if the real estate taxes are imposed. Since its inception in 2005 and the leasing of apartments starting in 2007, VACSI/VSH has not been invoiced for real estate taxes. As such, the request is also that they be made retroactive. Covered in the eight questions of the Virginia Code that we are required to answer, but pre-stated here: rents cover 75% of the VACSI/VSH budget. Rents are established at the \$500 per month level (including all utilities) given tenant typical monthly incomes of \$829.00. The remaining 25% is supplied by local grants (United Way, CAPSAW, Community Foundation for the Central Blue Ridge and an annual fund drive). This is an organization that truly provides measurable general and financial support to the Staunton community.

Considerable backup information is provided, including: a) annual budget of VACSI/VSH for fiscal year 2022/2023; b) three studies showing the cost of homelessness and cost of individuals to municipalities; c) assessments of properties and taxes using \$.92/\$100 of assessment; d) 501(c)3 approval document; e) articles of incorporation.

Thank you for this consideration.

David Rissmeyer
Board Chairman

Lou Siegel
Executive Director

Code of Virginia
Title 58.1. Taxation
Subtitle III. Local Taxes
Chapter 36. Tax Exempt Property
Article 4.1. Property Exempted by Local Classification or Designation on or After
January 1, 2003

§ 58.1-3651. Property exempt from taxation by
classification or designation by ordinance adopted by
local governing body on or after January 1, 2003

A. Pursuant to subsection 6 (a)(6) of Article X of the Constitution of Virginia, on and after January 1, 2003, any county, city, or town may by designation or classification exempt from real or personal property taxes, or both, by ordinance adopted by the local governing body, the real or personal property, or both, owned by a nonprofit organization, including a single member limited liability company whose sole member is a nonprofit organization, that uses such property for religious, charitable, patriotic, historical, benevolent, cultural, or public park and playground purposes. The ordinance shall state the specific use on which the exemption is based, and continuance of the exemption shall be contingent on the continued use of the property in accordance with the purpose for which the organization is classified or designated. No exemption shall be provided to any organization that has any rule, regulation, policy, or practice that unlawfully discriminates on the basis of religious conviction, race, color, sex, sexual orientation, gender identity, or national origin.

B. Any ordinance exempting property by designation pursuant to subsection A shall be adopted only after holding a public hearing with respect thereto, at which citizens shall have an opportunity to be heard. The local governing body shall publish notice of the hearing once in a newspaper of general circulation in the county, city, or town where the real property is located. The notice shall include the assessed value of the real and tangible personal property for which an exemption is requested as well as the property taxes assessed against such property. The public hearing shall not be held until at least five days after the notice is published in the newspaper. The local governing body shall collect the cost of publication from the organization requesting the property tax exemption. Before adopting any such ordinance the governing body shall consider the following questions:

1. Whether the organization is exempt from taxation pursuant to § 501(c) of the Internal Revenue Code of 1954; **Valley Area Community Support (VACSI) dba Valley Supportive Housing (VSH) was approved by the IRS as a public charity under**

Section 501(c)3 of the Federal Tax Code on October 26, 2005. Approval document included with this petition.

2. Whether a current annual alcoholic beverage license for serving alcoholic beverages has been issued by the Board of Directors of the Virginia Alcoholic Beverage Control Authority to such organization, for use on such property; **no such document has ever been requested. Subsequently, none has been issued.**

3. Whether any director, officer, or employee of the organization is paid compensation in excess of a reasonable allowance for salaries or other compensation for personal services which such director, officer, or employee actually renders; **no director receives any salary for or other compensation for services. The executive director is paid \$54,000.00 per year. The maintenance director is budgeted at \$35,000 per year. The Tenant Sustainability Counselor is paid via a grant from the Community Foundation of the Central Blue Ridge at \$37,800.00 per year.**

4. Whether any part of the net earnings of such organization inures to the benefit of any individual, and whether any significant portion of the service provided by such organization is generated by funds received from donations, contributions, or local, state or federal grants. As used in this subsection, donations shall include the providing of personal services or the contribution of in-kind or other material services; **the articles of incorporation (included as an attachment) state that "no part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its officers, directors, or other private persons (except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth above). NOTE: net earnings have always been kept to further the mission of VACSI/VSH.**

In answering the section: "whether any significant portion of the service provided by such organization is generated by funds received from donations, contributions, or local, state or federal grants," some explanation is necessary to understand the operations of VACSI/VSH relative to the donations section of this #4. VACSI/VSH leases apartments only for single occupancy for those individuals with a diagnosed serious mental illness. The typical monthly income of the typical tenant ranges between \$794 and \$836 per month. This is generated by Supplemental Social Security (SSI), or, in some cases by social security disability payments which might be slightly higher. The board of directors set this business up to allow for this income, classified as "very low income" against the median in Staunton of \$52,000. The rent reflects the income restraints of the tenant and the typical rent is \$500 per month including all utilities. As such rents for 42 apartments cover approximately 75% of the annual expense budget of \$348,269. The remainder of the budget is covered by grants from: a) United Way (\$15,000), b) CAPSAW (\$25,000); c) Community Foundation of the Central Blue Ridge (\$6,000); and d) an annual fund drive to citizens and some businesses of the SAW area (\$27,500 is the goal for the year ending June 30, 2023. To date donations are \$23,237.00).

5. Whether the organization provides services for the common good of the public. *VACSI/VSH provides housing only for those with a diagnosed serious mental illness. Most of the tenants have come directly out of homelessness. These are tenants that may have been living on the streets or in camps in the SAW area, were in temporary housing such as the Valley Mission or may have been housed overnight during cold weather periods by other civic sources. Estimated costs of homelessness per person in a region vary, but \$35,000 per person is a typical estimate (see the studies included with this petition). Costs on average are reduced 49.5% when an individual is placed in supportive housing. Supportive housing costs on average are \$12,800 per year making the net savings roughly \$4,800 per year per individual. With the 62 individuals that VACSI/VSH supports (soon to be 68 with the Pump Street buildout), this number is \$297,600. Now, if one has a problem with that number, take some percentage of it – it is still a big number. This, is what VACSI/VSH does.*

6. Whether a substantial part of the activities of the organization involves carrying on propaganda, or otherwise attempting to influence legislation and whether the organization participates in, or intervenes in, any political campaign on behalf of any candidate for public office; *the VACSI/VSH articles of incorporation state that: no substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation (except as provided in § 501(h) of the IRC), and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation operated exclusively for charitable, scientific, and educational purposes within the meaning of, and exempt from federal income tax under, § 501(c)(3) of the IRC, or by a corporation, contributions to which are deductible under § 107(c)(2) of the IRC. VACSI/VSH is not involved in such activity.*

7. The revenue impact to the locality and its taxpayers of exempting the property: *given current assessed value and taxed at \$.89 per \$100, and working with current data (included) the tax revenue for the original six properties is \$19,823.95. Except for the commercial section of Pump St. (now being rebuilt to accommodate another six apartments) real estate tax has never been invoiced or paid on these. The new section at St. Clair St., bought on January 1, 2023, calculates to be \$13,696.30.*

8. Any other criteria, facts and circumstances that the governing body deems pertinent to the adoption of such ordinance. *a) the current number of occupied units is 62. With the buildout at Pump St., this will increase to 68 units. Note: VACSI/VSH is always fully occupied. b) The 2022-2023 budget is included with this petition.*

Income is budgeted at \$341,643; expenses are budgeted at \$348,269. c) typical rent per month is \$500.00 including all utilities. There are no additional fees to the tenant. NOTE: adding the additional cost of real estate taxes can possibly eliminate the further existence of VACSI/VSH. The board has no knowledge of where the additional cost can be obtained.

C. Any ordinance exempting property by classification pursuant to subsection A shall be adopted only after holding a public hearing with respect thereto, at which citizens shall have an opportunity to be heard. The local governing body shall publish notice of the hearing once in a newspaper of general circulation in the county, city, or town. The public hearing shall not be held until at least five days after the notice is published in the newspaper.

D. Exemptions of property from taxation under this article shall be strictly construed in accordance with Article X, Section 6 (f) of the Constitution of Virginia.

E. Nothing in this section or in any ordinance adopted pursuant to this section shall affect the validity of either a classification exemption or a designation exemption granted by the General Assembly prior to January 1, 2003, pursuant to Article 2 (§ et seq.), 3 (§ et seq.) or 4 (§ et seq.) of this chapter. An exemption granted pursuant to Article 4 (§ et seq.) of this chapter may be revoked in accordance with the provisions of § .

2003, c. ; 2004, c. ; 2015, cc. , ; 2018, c. ; 2020, c. .

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

	A	B	C	D	E	F
1	Staunton Real Estate Tax Schedule					
2	VACSI/VSH					
3	Address	Assessed Value	Tax \$.89 per \$100 assessed value			
4				Notes		
5	1314 W Johnson St.	\$ 1,082,530.00	\$ 9,634.52	VACSI/VSH has not ever paid taxes on these properties except: Pump St. Note: the six apartments at Pump St. were treated as tax-free. The lower commercial section was taxed and taxes paid. At this time this commercial section is being rebuilt with six new apartments. We feel these should be treated at this time as tax free.		
6	1115 W Johnson St.	\$ 164,300.00	\$ 1,462.27			
7	1111 W Johnson St.	\$ 176,530.00	\$ 1,571.12			
8	233 N Madison St.	\$ 211,950.00	\$ 1,886.36			
9	111 Pump St.	\$ 201,900.00	\$ 1,796.91			
10	240 Kalorama St.	\$ 390,200.00	\$ 3,472.78			
11		Total	\$ 19,823.95			
12						
13	207 S. St. Clair St.	\$ 271,460.00	\$ 2,415.99	VACSI/VSH feels that these properties should be treated as tax free.		
14	211 S. St. Clair St.	\$ 234,760.00	\$ 2,089.36			
15	213 S. St. Clair St.	\$ 234,760.00	\$ 2,089.36			
16	217 S. St. Clair St.	\$ 440,180.00	\$ 3,917.60			
17	216 S. St. Clair St.	\$ 191,160.00	\$ 1,701.32			
18	220 S. St. Clair St.	\$ 166,590.00	\$ 1,482.65			
19						
20		Total	\$ 13,696.30			
21						
22		Sum both totals	\$ 33,520.25			

§ 58.1-3606. Property exempt from taxation by classification

A. Pursuant to the authority granted in Article X, Section 6 (a)(6) of the Constitution of Virginia to exempt property from taxation by classification, the following classes of real and personal property shall be exempt from taxation:

1. Property owned directly or indirectly by the Commonwealth, or any political subdivision thereof.
2. Real property and personal property owned by churches or religious bodies, including (i) an incorporated church or religious body and (ii) a corporation mentioned in § 57-16.1, and exclusively occupied or used for religious worship or for the residence of the minister of any church or religious body, and such additional adjacent land reasonably necessary for the convenient use of any such property. Real property exclusively used for religious worship shall also include the following: (a) property used for outdoor worship activities; (b) property used for ancillary and accessory purposes as allowed under the local zoning ordinance, the dominant purpose of which is to support or augment the principal religious worship use; and (c) property used as required by federal, state, or local law.
3. Nonprofit private or public burying grounds or cemeteries.
4. Property owned by public libraries, law libraries of local bar associations when the same are used or available for use by a state court or courts or the judge or judges thereof, medical libraries of local medical associations when the same are used or available for use by state health officials, incorporated colleges or other institutions of learning not conducted for profit. This paragraph shall apply only to property primarily used for literary, scientific or educational purposes or purposes incidental thereto and shall not apply to industrial schools which sell their products to other than their own employees or students.
5. Property belonging to and actually and exclusively occupied and used by the Young Men's Christian Associations and similar religious associations, including religious mission boards and associations, orphan or other asylums, reformatories, hospitals and nunneries, conducted not for profit but exclusively as charities (which shall include hospitals operated by nonstock corporations not organized or conducted for profit but which may charge persons able to pay in whole or in part for their care and treatment).
6. Parks or playgrounds held by trustees for the perpetual use of the general public.
7. Buildings with the land they actually occupy, and the furniture and furnishings therein belonging to any benevolent or charitable organization and used by it exclusively for lodge purposes or meeting rooms, together with such additional adjacent land as may be necessary for the convenient use of the buildings for such purposes.
8. Property of any nonprofit corporation organized to establish and maintain a museum.

B. Property, belonging in one of the classes listed in subsection A of this section, which was exempt from taxation on July 1, 1971, shall continue to be exempt from taxation under the rules of statutory construction applicable to exempt property prior to such date.

Code 1950, § 58-12; 1950, p. 61; 1952, c. 50; 1954, c. 65; 1956, c. 478; 1956, Ex. Sess., c. 16; 1958, c. 361; 1960, c. 396; 1962, c. 129; 1964, c. 198; 1966, c. 582; 1968, cc. 37, 807; 1969, Ex. Sess., c. 9; 1970, cc. 83, 562; 1972, c. 667; 1973, c. 438; 1974, c. 469; 1984, c. 675; 1985, c. 495; 2004, c. [492](#); 2005, c. [928](#); 2014, cc. [555](#), [615](#).

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

§ 58.1-3603. Exemptions not applicable when building is source of revenue

A. Whenever any building or land, or part thereof, exempt from taxation pursuant to this chapter and not belonging to the Commonwealth is a source of revenue or profit, whether by lease or otherwise, all of such buildings and land shall be liable to taxation as other land and buildings in the same county, city or town. When a part but not all of any such building or land, however, is a source of revenue or profit, and the remainder of such building or land is used by any organization exempted from taxation pursuant to this chapter for its purposes, only such portion as is a source of profit or revenue shall be liable for taxation.

B. In assessing any building and the land it occupies pursuant to subsection A, the assessing officer shall only assess for taxation that portion of the property as is a source of profit or revenue and the tax shall be computed on the basis of the ratio of the space as is a source of profit or revenue to the entire property. When any such property is leased for portions of a year the tax shall be computed on the basis of the average use of such property for the preceding year.

C. In determining whether any building or land, or part thereof, is a source of revenue or profit, rent from the lease of the property applied to reduce indebtedness against the property by payment of the principal of an outstanding bond or note held by a political subdivision of the Commonwealth shall not constitute revenue or profit, provided that the property is leased to a lessee who is exempt from taxation pursuant to § 501(c)(3) of the Internal Revenue Code and is used by such lessee exclusively for charitable purposes.

Code 1950, §§ 58-14, 58-16; 1950, p. 659; 1984, c. 675; 1996, c. [534](#).

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

Attachment 2

Valley Supportive Housing (VSH) Financial/Human Capital Resources

Please note: Information in red italics was shared during a meeting between VSH's executive director and board members and the Staunton City Manager and Housing Planner at their 09.21.2023 meeting.

- City's annual grant request process during the annual budget cycle.
The City Manager will add VSH to the list of organizations that receive applications in December 2023. Completed applications are due in January 2024.
- City's Community Development Block Grant (CDBG) annual request in Spring of 2024.
The CDBG grant process will happen in the Spring of 2024. VSH is already on the list to receive notification of this funding opportunity.
- **Community Foundation of the Central Blue Ridge (CFCBR)** - Community Grants Program. Applications for 2024 will be available December 1st and due in early 2024. Looking for applications that address identified community needs and/or opportunities, and are well-conceived with a realistic schedule of activities and thoughtful use of resources. (\$518,022 awarded to 143 nonprofit organizations in 2023).
VSH received a three-year grant (currently in year two) from the CFCBR that provides a staff person who works with tenants to connect them with community support services.
- **Augusta Health** - Strategic Grant Funding Application. 2023 deadline is 09.15.2023. Programs with the following priority outcomes will be considered: mental health and substance use, access to healthcare, nutrition and physical activity. Organizations must have demonstrated core competency in a priority area of focus mentioned above. A program ready for implementation in January 2024, and includes an evaluation method for measurable outcomes that demonstrates the effectiveness of an evidence-based program. Funds awarded must be spent in Calendar Year 2024. High priority will be given to collaborative programs involving multiple organizations and intended to make a significant impact on the area of identified need. *VSH has applied for funds to, in partnership with New Directions, assist families in need of housing and services in order to become fully self-sufficient – this will provide extra support for those families in need.*
- Explore **Virginia Housing** grants to see if any options fit with VSH activities.
- Hire a fundraiser to raise funds for a capital campaign to help fund the houses purchased in January 2023. i.e., Friendship Industries capital campaign for their new building.
The VSH's Executive Director recently attended a training provided by the Center for Nonprofit Excellence and the CFCBR on fund raising and capital campaigns.
- Contact **local faith-based organizations and civic groups** (Lions Club, Rotary Club, Ruritans) to provide funds or donated items to “adopt” residents or particular buildings to support daily needs.
VSH currently has churches, a food pantry, and other organizations donating food, hygiene necessities, and cleaning supplies for use by the tenants on a regular basis.

- Have building maintenance/landscaping projects completed by corporate and other volunteers through **SAW United Way's Day/Week of Caring**.
- Research **U.S. Substance Abuse and Mental Health Administration** and **Virginia Department of Behavioral Health and Development Services** grant programs that may assist with supportive services for residents. Work with partners such as Valley Community Services Board to provide grant funded services.
- Connect with **Mary Baldwin University (MBU)'s Samuel and Ava Spencer Center for Civic and Global Engagement** to work with students who may be interested in working on supportive services with residents.
MBU students have assisted VSH tenants in filling out annual customer satisfaction surveys in the past and will be doing that again soon.
- Connect with Blue Ridge Community College to see about potential student service-learning/ internship opportunities to provide supportive services to residents, particularly residents in the Human Services Program. Contact: Carmel D. Murphy-Norris, Career Services Coordinator, murphynorrisc@brcc.edu 540.453.2237

Useful Contact Links

Augusta Health Strategic Grants:
[Strategic Funding - Augusta Health](#)

Blue Ridge Community College:
[BRCC](#)

Community Foundation of the Central Blue Ridge Community Grants Program:
[Grants | Community Foundation of Central Blue Ridge \(cfcbr.org\)](#)

Mary Baldwin University's Samuel and Ava Spencer Center for Civic and Global Engagement:
[Samuel and Ava Spencer Center for Civic and Global Engagement \(marybaldwin.edu\)](#)

Staunton-Augusta-Waynesboro United Way Day/Week of Caring:
[Day of Caring | United Way of Staunton, Augusta County & Waynesboro, Inc. \(unitedwaysaw.org\)](#)

U.S. Substance Abuse and Mental Health Services Administration:
[Grants | SAMHSA](#)

Virginia Department of Behavioral Health and Developmental Services:
[Virginia Department of Behavioral Health and Developmental Services](#)

Virginia Housing Grants:
[Grant Application Details – Virginia Housing](#)

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	September 28, 2023	Jessie Moyers Chief Financial Officer
Item #	3	
Department:	Finance Department	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Responsive, Efficient Government	
Subject:	Discussion of Preliminary FY2023 Year End Carryover	

Background: Finance will present preliminary unaudited FY2023 year end results for Sales, Meals, and Lodging Tax revenues. Finance will also provide a high-level overview of the potential FY2023 carry over. A full review of FY2023 results will be presented once the external audit is complete.

Attachment: Sales, Meals, and Lodging Tax Reports

City Manager's Recommendation: Not applicable

Suggested Motion: Not applicable

City Manager: Leslie Beauregard

LOCAL SALES TAX HISTORY - 1% Tax Rate**Attachment 1**

	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	% Change
July	324,283	359,853	399,841	408,778	457,551	523,345	14.4%
August	325,420	353,758	390,365	383,139	418,081	475,016	13.6%
September	335,271	364,511	408,013	416,225	459,262	500,792	9.0%
October	314,015	368,779	406,308	417,973	431,562	487,941	13.1%
November	324,549	367,724	386,214	367,040	430,213	478,059	11.1%
December	392,310	416,329	459,871	489,867	568,394	576,043	1.3%
January	299,703	301,088	378,159	381,915	389,797	422,884	8.5%
February	295,142	333,110	354,448	360,082	382,280	457,991	19.8%
March	357,636	393,767	424,727	462,591	512,099	530,346	3.6%
April	303,520	382,963	384,624	497,565	485,816	488,377	0.5%
May	479,378	409,439	408,068	451,087	472,797	501,712	6.1%
June	372,636	383,654	454,692	381,951	476,868	520,099	9.1%
Totals	4,123,862	4,434,974	4,855,331	5,018,212	5,484,719	5,962,604	
Budget	4,100,400	4,015,000	4,300,000	3,393,750	4,662,500	5,275,000	
Budget Variance	23,462	419,974	555,331	1,624,462	822,219	687,604	
% OF BUDGET	100.6%	110.5%	112.9%	147.9%	117.6%	113.0%	
% CHANGE- YEAR	2.1%	7.5%	9.5%	3.4%	9.3%	8.7%	

SALES TAX HISTORY

\$7,000,000
\$6,000,000
\$5,000,000
\$4,000,000
\$3,000,000
\$2,000,000
\$1,000,000
\$-

FY2009
FY2010
FY2011
FY2012
FY2013
FY2014
FY2015
FY2016
FY2017
FY2018
FY2019
FY2020
FY2021
FY2022
FY2023

FY2009	\$	3,554,096	
FY2010	\$	3,495,905	-1.6%
FY2011	\$	3,381,018	-3.3%
FY2012	\$	3,588,737	6.1%
FY2013	\$	3,729,201	3.9%
FY2014	\$	3,760,505	0.8%
FY2015	\$	3,988,839	6.1%
FY2016	\$	4,079,919	2.3%
FY2017	\$	4,039,658	-1.0%
FY2018	\$	4,123,862	2.1%
FY2019	\$	4,434,974	7.5%
FY2020	\$	4,855,331	9.5%
FY2021	\$	5,018,212	3.4%
FY2022	\$	5,484,719	9.3%
FY2023	\$	5,962,604	8.7%

SALES TAX MONTHLY HISTORY

600,000
550,000
500,000
450,000
400,000
350,000
300,000
250,000
200,000

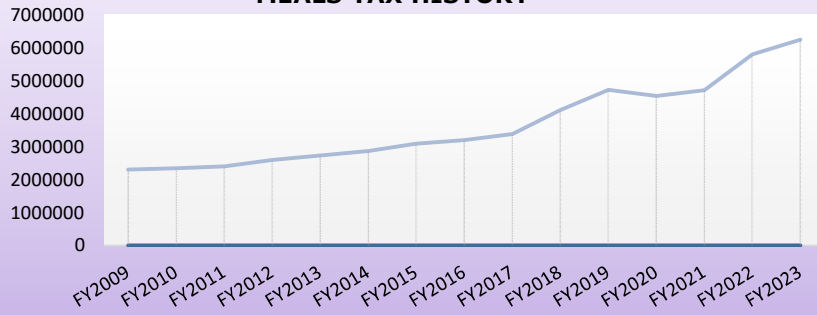
1 2 3 4 5 6 7 8 9 10 11 12

FY2019 FY2020 FY2021 FY2022 FY2023

FY 2023 MEALS TAX - 7% Tax Rate

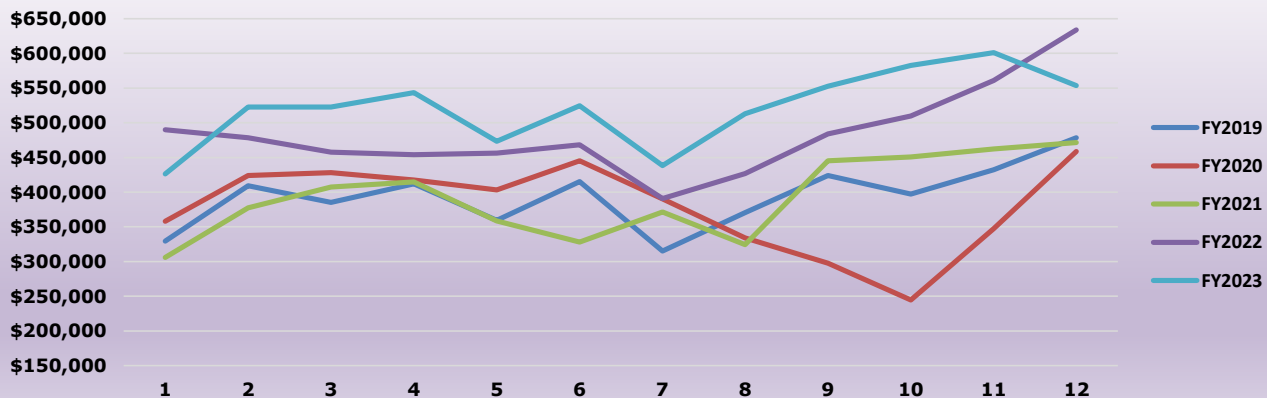
Tax Rate	6% TAX RATE	7% TAX RATE	7% TAX RATE	7% TAX RATE	7% TAX RATE	7% TAX RATE	
	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	% Change
July	334,579	329,573	358,212	305,920	490,076	426,045	-13.1%
August	341,094	409,425	424,090	377,519	478,421	522,710	9.3%
September	343,277	385,385	427,995	407,128	457,575	522,740	14.2%
October	342,810	411,876	417,690	414,546	453,768	543,587	19.8%
November	312,114	359,316	403,285	358,586	456,293	473,158	3.7%
December	336,804	415,030	444,990	327,793	468,456	524,706	12.0%
January	293,064	315,163	390,333	371,174	390,422	438,260	12.3%
February	301,836	370,265	334,123	324,288	426,769	512,829	20.2%
March	363,207	423,831	297,411	445,061	483,854	552,774	14.2%
April	343,386	397,110	244,201	450,532	509,567	582,702	14.4%
May	374,830	432,043	347,244	462,115	561,110	600,814	7.1%
June	431,265	478,306	458,278	471,063	633,671	553,460	-12.7%
Actuals	4,118,267	4,727,323	4,547,853	4,715,726	5,809,981	6,253,785	
Budget	3,200,000	4,112,500	4,600,000	3,562,500	4,300,000	5,358,050	
Budget Variance	918,267	614,823	(52,147)	1,153,226	1,509,981	895,735	
% of BUDGET	128.7%	115.0%	98.9%	132.4%	135.1%	116.7%	
% CHANGE-YEAR	28.5%	14.8%	-3.8%	3.7%	23.2%	7.6%	

MEALS TAX HISTORY



FY2009	\$	2,304,448	
FY2010	\$	2,344,698	1.7%
FY2011	\$	2,406,577	2.6%
FY2012	\$	2,599,776	8.0%
FY2013	\$	2,732,598	5.1%
FY2014	\$	2,868,910	5.0%
FY2015	\$	3,099,130	8.0%
FY2016	\$	3,203,638	3.4%
FY2017	\$	3,391,337	5.9%
FY2018	\$	4,118,267	21.4%
FY2019	\$	4,727,323	14.8%
FY2020	\$	4,547,853	-3.8%
FY2021	\$	4,715,726	3.7%
FY2022	\$	5,809,981	23.2%
FY2023	\$	6,253,785	7.6%

Meals Tax Monthly History



FY 2023 LODGING TAX - 6.7% Tax Rate

TAX RATE	6.70%	6.70%	6.70%	6.70%	6.70%	6.70%	
	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	% CHANGE
July	\$ 63,907	\$ 52,798	\$ 86,792	\$ 46,648	\$ 105,750	\$ 84,716	-19.9%
August	\$ 63,738	\$ 69,287	\$ 98,765	\$ 66,056	\$ 106,184	\$ 114,547	7.9%
September	\$ 62,756	\$ 65,785	\$ 89,978	\$ 56,235	\$ 100,094	\$ 140,720	40.6%
October	\$ 79,262	\$ 95,600	\$ 124,738	\$ 85,131	\$ 130,186	\$ 142,991	9.8%
November	\$ 50,187	\$ 72,869	\$ 82,915	\$ 46,252	\$ 85,840	\$ 110,688	28.9%
December	\$ 32,225	\$ 50,208	\$ 63,057	\$ 33,471	\$ 65,008	\$ 93,847	44.4%
January	\$ 29,239	\$ 38,856	\$ 47,730	\$ 37,127	\$ 59,405	\$ 54,478	-8.3%
February	\$ 32,490	\$ 52,085	\$ 23,204	\$ 34,928	\$ 64,791	\$ 88,071	35.9%
March	\$ 50,304	\$ 65,973	\$ 77,152	\$ 50,273	\$ 84,717	\$ 52,430	-38.1%
April	\$ 64,326	\$ 86,719	\$ 16,730	\$ 70,866	\$ 114,860	\$ 154,822	34.8%
May	\$ 72,905	\$ 103,399	\$ 26,667	\$ 89,381	\$ 127,191	\$ 132,827	4.4%
June	\$ 76,577	\$ 121,369	\$ 47,878	\$ 97,078	\$ 164,234	\$ 122,320	-25.5%
Actuals	\$ 677,917	\$ 874,948	\$ 785,605	\$ 713,445	\$ 1,208,260	\$ 1,292,457	
Budget Totals	\$ 575,000	\$ 890,000	\$ 890,000	\$ 836,000	\$ 760,000	\$ 968,000	
Budget Variance	\$ 102,917	\$ (15,052)	\$ (104,395)	\$ (122,555)	\$ 448,260	\$ 324,457	
% of BUDGET	118%	98%	88%	85%	159%	134%	
% CHANGE-YEAR	5.8%	29.1%	-10.2%	-9.2%	69.4%	7.0%	

LODGING TAX HISTORY

\$1,400,000
\$1,200,000
\$1,000,000
\$800,000
\$600,000
\$400,000
\$200,000
\$-

FY2009
FY2010
FY2011
FY2012
FY2013
FY2014
FY2015
FY2016
FY2017
FY2018
FY2019
FY2020
FY2021
FY2022
FY2023

TOTAL REVENUE

FY2009	\$ 376,829	
FY2010	\$ 354,239	-6.0%
FY2011	\$ 388,022	9.5%
FY2012	\$ 388,721	0.2%
FY2013	\$ 408,906	5.2%
FY2014	\$ 397,786	-2.7%
FY2015	\$ 447,792	12.6%
FY2016	\$ 448,175	0.1%
FY2017	\$ 640,843	43.0%
FY2018	\$ 677,917	5.8%
FY2019	\$ 874,948	29.1%
FY2020	\$ 785,605	-10.2%
FY2021	\$ 713,444	-9.2%
FY2022	\$ 1,208,260	69.4%
FY2023	\$ 1,292,457	7.0%

LODGING TAX MONTHLY HISTORY

\$160,000
\$140,000
\$120,000
\$100,000
\$80,000
\$60,000
\$40,000
\$20,000
\$-

1 2 3 4 5 6 7 8 9 10 11 12
FY2019 FY2020 FY2021 FY2022 FY2023

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	September 28, 2023	Amanda Kaufman Assistant City Manager
Item #	4	
Department:	City Manager’s Office	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Area: Responsive, Efficient Government Values: Integrity Inclusion & Equity	
Subject:	Discussion of Revisions to City Council Procedure Memorandum No. 13: Naming of Public Facilities	

Background: During City Council's retreat that took place February 28 and March 1, 2023, Council reviewed all of their Procedures. It was decided at that time to revisit Procedure No. 13: Naming of Public Facilities. Staff has worked on revisions to this procedure and will present this during the work session on September 28, 2023. Staff is looking for feedback from City Council on the revised procedure which can then be adopted at a later date.

Attachments:

1. Current City Council Procedure No. 13 (Reaffirmed January 2, 2023)
2. Draft Revised Procedure No. 13

City Manager's Recommendation: Not Applicable

Suggested Motion: Not Applicable

City Manager: Leslie Beauregard

COUNCIL PROCEDURE MEMORANDUM NO. 13

SUBJECT: Naming of Public Facilities

It shall be the policy of City Council to receive and approve requests to name public facilities as hereafter specified:

1. The naming of a public facility shall be in honor of an individual, group, business or organization that has made an exceptional contribution to the City of Staunton, the Commonwealth of Virginia or the Nation. This would include:
 - A. Individuals, groups, businesses or organizations that have made a major donation of land or funds for the facility equal to at least 50% of the total cost of the project.
 - B. Individuals, still living, who have, through dedicated and unpaid service, made a significant contribution to the quality of life of Staunton residents.
 - C. Deceased individuals who have made significant contributions to the quality of life of Staunton residents, or significant contribution to the Commonwealth of Virginia or the Nation.
2. A public facility shall include any building, park, place, street, trail, etc.
3. Generally, a facility shall be named in a manner that describes its function. (e.g. Landes Park, Booker T. Washington Community Center)
4. Any individual, group, business or organization may petition the City Council to name a public facility.
5. A petition made to the City Council to name a public facility shall include the following information:
 - A. The full name of the individual, group, business or organization making the nomination.
 - B. The full name of the individual, group, business or organization being nominated.
 - C. If the nomination is for a deceased individual, the date of birth and death.
 - D. The association, if appropriate, with the public facility or place to be named.
 - E. A brief biography of the individual or a description of the group business or organization, including all other information relevant to the nomination.
 - F. Any recommendation for the installation of a permanent memorial or plaque may be included with the above information.

6. The City Council may, at its discretion, designate or change a name for a new or existing public facility, consistent with the requirements of this policy and may withdraw the name or rename a facility at any time.
7. Official names of facilities, places, parks, etc. shall be used in all City communications, maps, plans, documents, signs and other means of identification.

REAFFIRMED: January 3, 2023

*Memorandum number updated March 23, 2023

COUNCIL PROCEDURE MEMORANDUM NO. 13

SUBJECT: Policy on Public Place Names and Name Changes

PURPOSE: The purpose of this policy is to establish standard guidelines for naming and renaming public assets.

This policy impacts City-owned property, rights of way, and infrastructure within the boundaries of the City of Staunton only. The following types of City-owned assets included within the scope of the policy include:

- A. Buildings and structures
- B. Property, including open spaces and parks
- C. Public rights of way, including trails, pathways, and other non-roadway rights of way.
- D. Public rights of way and portions of real property that serve as public roadways.

The following are not included within the scope of this policy:

- A. Memorial dedications
- B. Public art installations
- C. Private buildings, structures, property, and roadways
- D. Paid naming rights of property and marketing partnerships
- E. Historic properties for which a historic name has already been accepted

NAMING/RENAMING CRITERIA:

- **Location:** the proposed name should assist the public in identifying its location. The City shall consider the common use name of the area and its surrounding assets when considering a naming or renaming request. This may also include significant geographical assets.
- **Historical Significance:** The City shall consider the historical significance of any naming or renaming request. The name may be associated with an historical event, person, or place that had a major impact that reflects the broad patterns of Staunton's history or a person with citywide significance to Staunton's past.
- **Community Impact:** The City shall consider naming or renaming requests for individuals who have made substantial contributions to benefit the City of Staunton. This type of naming request may be considered when a person's local significance and good reputation have been accepted broadly in the community.
- **Public Roadways:** honorary naming of public roadways will be considered as part of this policy. Renaming an existing street will generally not be considered except in very rare and special instances.

GUIDING PRINCIPLES:

Naming and renaming requests will be considered within the best interest of the City, to ensure a worthy and enduring legacy for the City of Staunton.

- Names must engender a strong, positive image, consistent with the City's values.
- Be appropriate, relative to the asset's location and history.
- Have historical, cultural, or social significance for future generations.
- Have broad public support.
- Not result in the commercialization of the asset.
- Naming shall generally not be done for individuals who are still living.
- Duplication of names already used within the City should be avoided.

GENERAL PROCEDURES:

Each request for naming or renaming must be submitted using a Naming and Renaming Request Form, completed in full (attached to this policy). The application will be reviewed for completeness and submitters may be asked for additional information. Once all information has been received, an internal review committee consisting of representatives from the City Manager's Office, Parks & Recreation Department, Public Works Department, Police Department, and Planning & Zoning Division will review. Feedback and additional questions will be sent to the submitter if necessary. If the internal review committee has no concerns with the request, it will then be provided to the City Council for review and consideration. City staff and City Council reserve the right to involve external parties for specialized review, if deemed necessary. All requests for naming or renaming must meet the guidelines outlined in this policy. The City will consider naming proposals but is under no obligation to accept a proposal.



Naming and Renaming Request Form

Refer to Council Procedure Memoranda #13 on naming of public facilities for complete guidelines.

Complete form in full and email to CityManager@ci.staunton.va.us. Please include all attachments that are clearly identified to the same message. Alternatively, you may mail or drop off the form and supplemental documentation at City Hall, 3rd Floor, 116 West Beverley St., Staunton, VA 24401.

1. Requestor Name: _____
Organization (if applicable): _____
2. Phone: _____
3. Email Address: _____
4. Select the type of property are you requesting to rename:

☐ Building☐ Other Structure

☐ Park or other non-roadway right of way☐ Roadway

If you have indicated Roadway, is this an honorary naming? ☐ YES ☐ NO
5. Name Requested: _____
6. When submitting this form, please attach a map and pictures illustrating the area impacted by the proposal.
7. Would any existing name be impacted? _____
8. Are there are current common usage names or nicknames for the area?

Form continues on the following page

9. Provide a statement on how the proposal meets the criteria, as outlined in the naming policy. Include any historical documentation. If the space provided below is not sufficient, please attach a document with the required information when submitting this form. Please, also attach any historical information, photos, etc. if relevant.

[illegible]

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

[illegible]

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	September 28, 2023	Rick Johnson City Treasurer
Item #	5	
Department:	City Treasurer	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Inclusion Strategic Area: Responsive, Efficient Government	
Subject:	Report on Properties Delinquent in Property Taxes and Overview of the Collection Process	

Background: Rick Johnson, City Treasurer, will provide a report on properties delinquent in property taxes and an overview of the delinquent taxes collection process, including auctions.

Attachment: City of Staunton Delinquent Tax Report

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Leslie Beauregard

City of Staunton Delinquent Tax Report for City Council

Personal Property collection rates – 2018-**98.2%**, 2019-98.0%, 2019-98.0%, 2020-96.2%, 2021-93.6%, 2022-87.80%

Real Estate collection rates –2016-**99.7%**, 2017—99.6%, 2018-99.4%, 2019-99.3%, 2020-99.2%, 2021-98.9%, and 2022-98.3%.

Collection Efforts

Judicial Sales- The next set of properties to be turned over to Sands Anderson by October 30, 2023, with an estimate of at least 20 properties to be turned over to Sands Anderson at that time. The judicial sale process can take 6 months to a year to complete. Coming out of the Pandemic, we have worked with several property owners with payment plans to save their properties both commercial and residential, while still collecting all penalties and interest due to the City.

Currently, have over 1,400 DMV stops in effect which prevent the delinquent taxpayers from renewing tags or conducting other business with DMV. This is an effective collection tool (as we have stopped 374 at the DMV), but sometimes takes time as many people renew vehicles for 2 years at a time – and we have to reset these DMV stops each year. We are currently investigating use of software that may be able to set stops in bulk.

Since Jan 1st, we have stopped 2,270 while taking 1168 Virginia State Income tax refunds totaling \$250,591 in 2023 through the Set Off Debt Program with the Virginia Department of Taxation. We also took 49 state lottery winnings totaling \$8,224. The majority of these payments are for personal property bills, but some are for real estate and utility bills as well. Additionally, we stopped 1,768 of the “\$250” refunds while taking 1,215 of these totaling \$167,104. In summary, over \$430, 000 was collected through the Set Off Debt Program since January 1st, and we expect to take a similar amount from the new “\$200” refund checks.

The Treasurer has the authority to lien 100% of a delinquent taxpayers take home pay. Determining where the delinquent taxpayer is currently employed is the time-consuming aspect of this collection tool. We had suspended wage liens due to Covid, but are resuming using this tool.

We also engage in 3rd party “renter’s liens” to collect real estate tax. In this case, after the lien is set, the renter of the property is required to send the rental payments to the Treasurer instead of to the landlord until the tax debt is paid.

In today’s mobile community sometimes the toughest obstacle to collection is locating the delinquent taxpayer (**we change over 2,500 mailing addresses a year**). If they are located in Virginia, collection by the aforementioned methods, although not instant, is effective. Currently we use Virginia DMV records and the Virginia Department of Taxation to help locate individual addresses. A lot of the uncollected personal property are from deceased taxpayers and those who have moved out of state.

Collection of delinquent taxes continues to challenge all Treasurers, especially in tough economic times. My office has achieved these collection rates with 25% less staff than when I took office and with a budget that is very close to 2006 numbers.

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	September 28, 2023	City Council John C. Blair, II City Attorney
Item #	6	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Responsive, Efficient Government	
Subject:	Closed Meeting for: (i) Discussion or Consideration of the Disposition of Publicly-Held Real Property within Staunton Crossing; and (ii) Discussion of the Performance of the City Attorney	

Suggested Motion: I move to enter a closed meeting for: (i) discussion or consideration of the disposition of publicly-held real property located at Staunton Crossing 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); and (ii) discussion of the performance of a Council-appointed employee, the City Attorney, pursuant to Virginia Code § 2.2-3711(A)(3).

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

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

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

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	September 28, 2023	City Council
Item #:	A	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Area: Responsive, Efficient Government	
Subject:	Consent Agenda	

Background: As provided in [Council Procedure Memorandum No. 14](#), it is the policy of City Council to have the City Manager place routine, noncontroversial items on a Consent Agenda. Briefings for each item included on the Consent Agenda have been prepared in the manner and format of regular business items on the agenda, with each item described in sufficient detail to provide the public with an appropriate understanding of such item. All matters listed on the Consent Agenda will be enacted by one motion and as a single item. There will be no separate discussion of an item. If discussion is desired, the item may be removed from the Consent Agenda at the request of a member of City Council and considered separately at the end of the regular meeting agenda.

The Mayor will inquire whether any member of City Council desires to remove any item from the Consent Agenda and to place such item on the regular meeting agenda for separate consideration.

Suggested Motion (if no items removed): I move to approve the Consent Agenda, as presented.

Suggestion Motion (if one or more items removed): I move to approve the Consent Agenda with the exception of item(s) _____, and that item(s)_____ be moved to the end of the regular agenda for discussion and a separate vote.

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	September 28, 2023	City Council
Item #	A.1	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Values: Integrity Engagement	
Subject:	Approval of Minutes	

Background: Draft meeting minutes are attached for City Council's consideration and for approval as Council prefers.

Attachments:

Attachment 1 – Work Session and Regular Meeting Minutes of September 14, 2023

Suggested Motions: I move to approve the work session regular meeting minutes of September 14, 2023 [as presented] [with the following changes: _____.]

City Manager: Leslie Beauregard



City Council
WORK SESSION
September 14, 2023
5:15 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 this 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.

Ms. Woods moved to amend the regular meeting agenda to remove Item D.

The motion was seconded by Vice Mayor Darby and carried as follows:

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

Mr. Robertson moved to amend the work session agenda to remove Item 4.

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

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

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

The motion was seconded by Mr. Robertson 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. Discussion of the Pathways Program of the Augusta County Commonwealth's Attorney's Office

At the request of Councilor Woods, Assistant Commonwealth's Attorney Caleb Kramer and Pathways Program Manager Jack Belcher gave a presentation on the Pathways Program of the Augusta County Commonwealth's Attorney's Office. The following items were highlighted:

- Program History and Development
- Program Design
- Eligibility Criteria
- Referral and Intake Procedures
- Program Goals and Outcomes
- Successes and Challenges

A brief discussion took place, during which Councilmembers agreed that there was interest in placing the item on a future work session to further explore ideas on how to proceed.

3. Discussion of Panhandling and Potential Signage in the City of Staunton

At the request of Councilor Robertson, a discussion took place regarding panhandling in the city, and potential signage to address safety concerns in certain busy areas, e.g., the intersection at Statler Boulevard and Richmond Avenue.

Councilmembers discussed panhandling at busy intersections creating a safety concern, and signage at these intersections could help minimize incidents. Council agreed that the signs should include a website or phone number to call for information on local charity organizations to donate to instead, and possibly how to contact Shenandoah Valley Social Services for help.

Council agreed to instruct staff to look into some options, potential locations, and prepare some examples for further discussion at a future work session.

4. Discussion of Potential Donation to the Communities and Victims Impacted by the Maui Fires

(ITEM REMOVED)

5. Discussion of LED Streetlight Replacement

Director of Public Works Jeff Johnston stated that Dominion Energy is no longer installing mercury vapor (MV) or high-pressure sodium (HPS) streetlights. As these lights reach the end of their service life, they will be replaced with light-emitting diode (LED) streetlights. These LED replacements have created an opportunity to influence the character of Staunton streetlights at no cost to the city.

Currently, when an HPS or MV fixture needs to be completely replaced, Dominion Energy uses an “equivalency chart” to decide which LED fixture will be used to replace it. These equivalency charts are standard across the state, and are largely based on manufacturers’ recommendations. Dominion allows local governments to create their own site-specific equivalency charts to control the LED replacement lights that Dominion installs in their jurisdiction. Providing that the new chart, which Dominion refers to as a “preference sheet,” uses fixtures already in the Dominion Outdoor Lighting Program inventory, it can be implemented at no cost.

Mr. Johnston continued, stating in addition to setting the color and intensity of LED replacement streetlights, a Staunton preference sheet could help standardize streetlighting throughout the city. Dominion currently owns 1,730 MV & HPS streetlights in Staunton. That inventory is comprised of 30 different fixtures, a number that could be reduced by a properly prepared preference sheet. Dominion has provided staff with sample preference sheets from other cities and counties, and has offered to assist Staunton in the development of its own.

Mr. Johnston noted that a preference sheet is not a panacea, and does not address all streetlight issues. However, it does allow the city to exert some influence in an area it previously had none, at no cost.

Mr. Arrowood stated it would be beneficial to have direct input from citizens.

Councilmembers agreed to instruct Mr. Johnston to move forward with engaging the community to get feedback, and return at a future meeting to present what they have come up with.

6. Closed Meeting for Discussion of Actual Litigation related to Staunton Circuit Court Case Number CL 23-376

Mr. Holmes moved to enter a closed meeting for discussion of actual litigation related to Staunton Circuit Court Case Number CL 23-376, pursuant to Virginia Code § 2.2-3711(A)(7).

The motion was seconded by Mr. Arrowood 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 Mr. Robertson 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		

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The work session adjourned at 7:00 p.m.

Kiley A. Kesecker
Clerk of Council

DRAFT

**REGULAR MEETING OF STAUNTON CITY COUNCIL****Thursday, September 14, 2023****7:00 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 Vice Mayor Darby.

PROCLAMATION

Childhood Cancer Awareness Month – received by Kendrick Kier, who shared a few words.

MAYOR'S REPORT

Mayor Claffey stated that he attended the memorial service of the late Paul Hatcher where he presented a proclamation in his honor. He also attended the annual Blue Ridge Community College breakfast, two Economic Development Authority meetings, a Tourism Advisory Board meeting, and a meeting with the Main Street America program hosted by the Staunton Downtown Development Association.

ADDITIONAL ITEMS BY MEMBERS OF COUNCIL

Ms. Edwards stated that she had attended a School Board meeting.

Mr. Robertson stated that the Nominations Committee met on September 13, 2023 and would like to make the following motion:

To appoint Betty Jordan to the Economic Development Authority to fill the unexpired term of Nelson Ashby ending January 31, 2025.

To appoint Don Bosserman to the Economic Development Authority to fill the unexpired term of William Dod ending January 31, 2025.

To appoint Randolph Bertin to the Lewis Creek Watershed Advisory Committee to fill the unexpired term of Jerry Siford ending February 28, 2026.

To appoint Genevieve Chandler to the Valley Community Services Board for a 3-year term beginning September 1, 2023 and ending August 31, 2026.

To appoint Tony Davenport to the Blue Ridge Community College Board for a 4-year term beginning September 1, 2023 and ending August 31, 2027.

To reappoint Capt. Brian Brown, Meneta Deaton, and Dan Wright to the Bicycle & Pedestrian Advisory Committee for 2-year terms beginning September 1, 2023 and ending August 31, 2025.

To reappoint Michael Brown and Dennis Blanton to the Historic Preservation Commission for 3-year terms beginning August 1, 2023 and ending July 31, 2026.

Needing no second, the motion 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		

Mr. Robertson shared a prepared statement outlining his reasons for pulling Item 4 from the work session agenda.

REGULAR MEETING

A. Consent Agenda

Mayor Claffey made the following statement:

“Per Procedure Memorandum No. 14, it is the policy of City Council to have routine, noncontroversial items placed on a Consent Agenda. All items on the Consent Agenda will be voted on in one motion. If separate discussion of an item is requested by any member of Council, that item shall be removed and considered separately at the end of the regular meeting agenda.”

A.1. Approval of Meeting Minutes Work Session and Regular Meeting of August 24, 2023

97
98 **A.2. Approval of Transfer of Already Appropriated Funds within the Capital**
99 **Improvement Fund**
100

101 Mayor Claffey asked if any Councilmembers desired to remove any item from the Consent Agenda
102 to be placed on the regular meeting agenda for separate consideration.
103

104 Councilmembers had no questions or comments.
105

106 Mr. Robertson moved to approve the Consent Agenda as presented.
107

108 The motion was seconded by Mr. Holmes and carried as follows:
109

110 Ms. Edwards	aye	Ms. Woods	aye
111 Mr. Robertson	aye	Vice Mayor Darby	aye
112 Mr. Holmes	aye	Mayor Claffey	aye
113 Mr. Arrowood	aye		

114

115 **B. Public Hearing and Consideration of a Request by David Wilson to Rezone 537**
116 **Calvert Street from B-2, General Business District to R-2, Low Density Residential**
117 **District**
118

119 Senior Planner Rodney Rhodes stated that David Wilson is requesting a rezoning of 537 Calvert
120 Street from B-2, General Business District, to R-2, Low Density Residential District. The property
121 contains a 1,419 square foot detached single-family dwelling on a 0.38 acre parcel on the east side
122 of Calvert Street. The city records do not indicate the age of the structure, but the house appears
123 on the Sanborn Insurance Maps in 1914. The area was annexed into the city in 1905.
124

125 The structure appears to have been built as a single-family dwelling and has been zoned B-2,
126 General Business District since the city's comprehensive rezoning of the late 1960s. This is not an
127 area that was identified by the Planning Commission for a comprehensive rezoning during the
128 2010 update to the Comprehensive Plan. As a result, this area is not scheduled for any city initiated
129 rezonings. Mr. Wilson purchased the property in 2012 and is now in the process of selling the
130 property and the requested rezoning will help the purchasers obtain financing.
131

132 City staff conducted a review of the proposed rezoning, during which it did not identify any issues.
133 Calvert Street is a short street beginning at its intersection with East Gay Street and ending with
134 its terminus in a cul-de-sac. The street was previously part of Greenville Avenue until
135 improvements were made in the 1940s and a new Greenville Avenue was built slightly to the west
136 of the original alignment.
137

138 Surrounding zoning is all B-2, General Business District. The area contains numerous other non-
139 conforming dwellings.
140

141 The *Generalized Land Use and Development Guide, Future Land Use Map* Staunton, Virginia,
142 Comprehensive Plan 2018–2040, designates this area as Medium Density Residential. The
143 proposed rezoning is for R-2 Low Density Residential District. This area includes mostly detached
144 single-family dwellings and the R-2 Low Density Residential zoning is more consistent with the

actual use of the area. In 2020, Planning Commission recommended, and City Council approved, a rezoning of 550 Calvert Street to R-2, Low Density Residential District. Staff recommends that this area be evaluated in the future for a mass rezoning to R-2, Low Density Residential District.

At its August 17, 2023 meeting, the Planning Commission conducted a public hearing during which no one spoke in opposition to the request, and the Commission unanimously voted to recommend approval of the rezoning.

Mayor Claffey asked if Councilmembers had any questions.

Councilmembers had no questions.

Mayor Claffey stated the following:

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

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

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

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

The public hearing was opened.

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

Mr. Arrowood moved that Council adopt the ordinance and approve the rezoning as recommended by the Planning Commission.

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

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

Ordinance No. 2023-32

**AN ORDINANCE REZONING
FROM B-2, GENERAL BUSINESS DISTRICT,
TO R-2, LOW DENSITY RESIDENTIAL DISTRICT,
A PORTION OF THAT CERTAIN TRACT OR PARCEL OF LAND
LOCATED AT 537 CALVERT STREET
(PARCEL IDENTIFICATION NUMBER 1015),
STAUNTON, VIRGINIA**

Recitals

A. It appears by deed dated April 6, 2012, recorded in the Clerk's Office of the Circuit Court of the City of Staunton, Virginia, as Instrument Number 120000911, that David W. Wilson, acquired from Federal Home Loan Mortgage Corporation, what is known by present numbering as 537 Calvert Street with further description provided in the deed, a copy of which is annexed and incorporated herein by reference (**Exhibit A**);

B. David W. Wilson, has applied to the City of Staunton for a zoning classification change, under the provisions of the Staunton City Code, from B-2, General Business District, to R-2, Low Density Residential District;

C. The proposed rezoning is consistent with the provisions of SCC 18.215.060(1) and is necessary so that the owner may sell the property and the purchaser may obtain financing;

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

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 the property known as 537 Calvert Street (Parcel Identification Number 1015), in the City of Staunton, Virginia, is **HEREBY REZONED** from B-2, General Business District, to R-2, Low Density Residential District, on the basis that the rezoning would serve the interests of public necessity, convenience, general welfare, and good zoning practice.

Introduced: September 14, 2023

Adopted: September 14, 2023

Effective Date: September 14, 2023

Signed: STEPHEN W. CLAFFEY, MAYOR

Attest: KILEY A. KESECKER
Clerk of Council

C. Public Hearing and Consideration of a Request by Mark Clark, Agent for Staunton Properties, LLC, for a Special Use Permit Under the Provisions of Staunton City Code 18.55.060(3) to Allow Living and/or Sleeping Quarters on the Ground Level of a Building Located at 1048 West Beverley Street

Mr. Rhodes stated that Mark Clark, acting as the agent for Staunton Properties LLC, has requested a Special Use Permit to have living quarters on the ground floor of a building located at 1048 West Beverley Street. The building is located on the south side of the Street on the block between Montgomery Avenue and Trenary Street. The two-story building was originally constructed as a dwelling that first appears on the Sanborn maps in 1904. This area was annexed into the city in 1905, and the current zoning is B-1, Local Business District. The property is located within the Newtown Historic District, and Staunton Properties LLC purchased the property in July, 2023. Currently, there are two dwelling units located on the second floor. The owner proposes to use a 525 square foot portion in the rear of the first floor for an additional residential unit, and the remaining 730 square feet will be reserved for commercial space. The commercial space on the ground floor and the two units on the second floor are by-right uses; however, the residential unit proposed on the rear of the ground floor is permitted only by Special Use Permit.

Staff reviewed the request and has not identified any issues. Zoning to the east and west is B-1, Local Business District, zoning to the north is R-3, Medium Density Residential District, and zoning to the south is R-2, Low Density Residential District. The north side of this segment of West Beverley Street is the location of Thornrose Cemetery, while the south side is a mixture of uses including single-family, multi-family, and business. Residential use on the ground floor of a building in a B-1 District is not ideal; however, the property adjoins various land uses, including a single-family dwelling. The majority of the 730 square foot first floor would be reserved for business use and the residential unit would be in the rear of the building, with access also provided from the back.

Parking will be required at a rate of two parking spaces for each residential unit, meaning three units would require six parking spaces in total. For business offices, parking is required at a rate of one space for every 300 square feet, plus one space for every three employees, so a 730 square foot office space with three employees would require four parking spaces, making a combined total of 10 required spaces. The applicant has included a parking layout showing 11 parking spaces, including two in the attached carport on the west side. Staff recommended a series of conditions be placed on approval of the Special Use Permit:

1. No more than one residential unit may be permitted on the ground floor and the area of the residential unit may not exceed 50% of the total area of that floor.
2. Primary access to the ground floor unit must be from the side or rear of the building.
3. Due to limited width of the travel lanes, traffic flow must be limited to one-way within the parking lot. Directional arrows indicating one-way must be painted on the asphalt surface at the entrance and exit of the parking lot shall be approved by the Zoning Administrator. The signs must be installed meeting the requirements of Staunton City Code 18.125, Minimum Off-street Parking Requirements.
4. All parking spaces must be at least 9 feet wide and 18 feet long and properly striped to clearly identify the space and shall be approved by the Zoning Administrator.

The *City of Staunton, Virginia, Comprehensive Plan 2018-2040, Future Land Use Map*, designates this area as commercial, and residential on the ground floor of the building is not consistent with this designation. However, for the reasons stated above, staff supports the application.

At its August 17, 2023 meeting, the Planning Commission conducted a public hearing during which no one spoke in opposition to the request, and the Commission unanimously voted to recommend approval of the Special Use Permit with the conditions as listed above.

Councilmembers had no comments or questions.

Mayor Claffey stated the following:

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

The public hearing was opened.

Brenda Mead, 342 Sherwood Avenue, spoke in support of the approval of the Special Use Permit.

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

Ms. Woods moved that Council adopt the resolution approving the Special Use Permit with conditions as presented.

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

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

**RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
GRANTING A SPECIAL USE PERMIT FOR PROPERTY LOCATED AT
1048 W. BEVERLEY STREET (PARCEL IDENTIFICATION NUMBER: 8620)**

Recitals

A. Mark Clark (Agent), acting as the agent for Staunton Properties, LLC (Owner), owner of certain land identified as parcel identification number (PID) 8620, currently addressed as 1048 W. Beverley Street, Staunton (the Property), having acquired the land through a deed dated July 10, 2023 and recorded in the Clerk’s Office of the Circuit Court of the City of Staunton as Instrument Number 230001662, is requesting a Special Use Permit to allow one residential unit to be constructed in the rear portion on the ground floor of the existing building (the Project);

B. The Owner seeks a Special Use Permit under Staunton City Code (SCC) Section 18.55.060(3) to allow living and sleeping quarters on the ground floor of the building;

C. The Property is located within a B-1, Local Business District, which, according to SCC Section 18.55.060(3), living and/or sleeping quarters in detached accessory buildings and on the ground and basement levels of main buildings may be permitted on review;

D. The request was evaluated using the criteria established in SCC Section 18.55.060(3) as a guide;

E. The Staunton Planning Commission conducted a public hearing concerning the Project, after notice and advertisement as required by law on August 17, 2023;

F. The Staunton Planning Commission considered and recommended approval of the Owner's application for the Project at its August 17, 2023 meeting;

G. Upon consideration of the Staunton Planning Commission's recommendation, the City staff briefing, comments received at the public hearing, as well as the factors set forth within Section 18.55.060 and Chapter 18.210 of the SCC, Staunton City Council finds and determines that granting the proposed Special Use Permit would serve the public necessity, convenience, general welfare and good zoning practice; and

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

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

1. No more than one residential unit may be permitted on the ground floor and the area of the residential unit may not exceed 50% of the total area of that floor.
2. Primary access to the ground floor unit must be from the side or rear of the building.
3. Due to limited width of the travel lane, traffic flow must be limited to one-way within the parking lot. Directional arrows indicating one-way must be painted on the asphalt surface at the entrance and exit of the parking lot as approved by the Zoning Administrator. Signs must be installed meeting the requirements of SCC 18.125, Minimum Off-street Parking Requirements.
4. All parking spaces must be at least 9 feet wide and 18 feet long and properly striped to clearly identify the space, and shall be approved by the Zoning Administrator.

Introduced: September 14, 2023

Adopted: September 14, 2023

Effective Date: September 14, 2023

Signed: STEPHEN W. CLAFFEY, MAYOR

Attest: KILEY A. KESECKER

Clerk of Council

D. Public Hearing and Consideration of a Franchise Ordinance to Grant an Easement for Underground Electric Infrastructure at 250 North Jefferson Street

(ITEM REMOVED)

E. Consideration of Resolution Establishing the Percentage of Relief at 33% for Purposes of the Personal Property Tax Relief Act

Commissioner of Revenue Maggie Ragon stated that the Personal Property Tax Relief Act of 1998 (PPTRA) was modified by legislative action taken during the 2004 and 2005 General Assembly sessions. The legislative enactments required the city to take affirmative steps to implement changes and to provide for computation and allocation of relief. The legislative enactments also provided for an appropriation to the city, commencing in 2006, for a fixed sum to be used exclusively for the provision of tax relief to owners of vehicles subject to the city's personal property tax, and to provide the opportunity for the city to fashion a program of tax relief that best serves the citizens.

On April 13, 2006, Council adopted an ordinance that defined procedures and responsibilities for implementing the changes to the PPTRA, including the method of computing the tax relief and allocation of tax relief, plus transitional provisions. The ordinance requires that Council shall set the percentage of tax relief at such a level that is anticipated to fully exhaust PPTRA relief funds provided to the city by the Commonwealth.

Ms. Ragon recommended the rate of 33 percent for calendar year 2023, noting that the City Treasurer, the Chief Financial Officer, and herself have worked as a team to bring this matter to Council, so as to implement the April 13, 2006 ordinance.

Mayor Claffey asked if Councilmembers had any questions or comments.

Mayor Claffey asked what the rate was last year. Ms. Ragon answered 35 percent.

Councilmembers had no further questions.

Ms. Ragon presented her annual facts and figures about vehicles registered in the city.

Mr. Holmes moved that Council adopt the resolution establishing the Personal Property Tax Relief Act percentage at 33 percent as proposed.

The motion was seconded by Vice Mayor Darby and carried as follows:

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

RESOLUTION
IMPLEMENTING ORDINANCE 2006-05, CODIFIED AS SECTION 3.10.015 OF THE
STAUNTON CITY CODE,
TO FURTHER IMPLEMENT THE 2004-2005 CHANGES
TO THE PERSONAL PROPERTY TAX RELIEF ACT OF 1998

WHEREAS, by Ordinance 2006-05, adopted April 13, 2006, and codified as Section 3.10.015 of the Staunton City Code, the Council of the City of Staunton fashioned a local program of tax relief that serves the best interests of the citizenry regarding personal property tax on qualifying use vehicles, pursuant to modifications made by the General Assembly of Virginia to the Personal Property Tax Relief Act of 1998 (PPTRA);

WHEREAS, the City's program of tax relief contemplates the allocation of PPTRA relief provided by the Commonwealth of Virginia pursuant to the provisions of Ordinance 2006-05, codified as Section 3.10.015 of the Staunton City Code, as further implemented by resolution adopted annually after the personal property tax book is certified by the Commissioner of Revenue and delivered to the Treasurer;

WHEREAS, on August 31, 2023, the Commissioner of Revenue delivered to the Treasurer a certified personal property tax book; and

WHEREAS, the Commissioner of Revenue has recommended to the Council of the City of Staunton, Virginia, that with respect to qualifying vehicles with assessed values of more than \$1,000 the percentage of relief to be applied to the first \$20,000 in value of each such qualifying vehicle should be 33%, which the Commissioner of Revenue estimates will fully use all available state PPTRA relief.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Staunton, Virginia, that 33% shall be the percentage of relief to be applied to the first \$20,000 in value of each qualifying vehicle with an assessed value of more than \$1,000, pursuant to and in accordance with the provisions of Section 3.10.015 of the Staunton City Code.

Adopted this 14th day of September, 2023.

Signed: STEPHEN W. CLAFFEY, MAYOR

Attest: KILEY A. KESECKER
Clerk of Council

F. Consideration of Resolution Authorizing Stadium License Agreement Between the City and Mary Baldwin University

City Manager Leslie Beauregard stated that the city owns and operates John Moxie Memorial Baseball Stadium in Gypsy Hill Park. Mary Baldwin University (MBU) has requested the use of the stadium for the purpose of playing baseball in preparation for and during the collegiate baseball fall and spring seasons. The resolution being considered authorizes the license agreement which sets forth the terms and conditions for MBU's use of the stadium.

Director of Parks & Recreation Chris Tuttle was present to answer any questions.

Mr. Arrowood asked who the heaviest user of the stadium is. Mr. Tuttle stated MBU is first, followed by the Staunton Braves, Staunton High School, and local Babe Ruth, respectively.

Mayor Claffey stated that they are attempting to solicit the heaviest users of the field to assist the city financially to support the renovation effort, adding that the field is in bad shape.

Councilmembers had no further questions.

Mr. Arrowood moved to amend section three of the license agreement as presented, so that the license will end on December 31, 2023, allowing Mary Baldwin to play through the end of its fall baseball season, and providing the opportunity to revisit the agreement at that time.

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

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

Mr. Arrowood moved that City Council approve the resolution authorizing a license agreement between the City and Mary Baldwin University for the use of John Moxie Memorial Baseball Stadium, as noted in the amended license agreement, and further authorize and direct the City Manager to sign the license agreement with such modifications and in final form as approved by the City Attorney.

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

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

**RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON
AUTHORIZING A NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN
THE CITY OF STAUNTON, VIRGINIA
AND
MARY BALDWIN UNIVERSITY
FOR THE LIMITED USE OF THE BASEBALL FIELD
AT
JOHN MOXIE MEMORIAL BASEBALL STADIUM**

RECITALS

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

2. Mary Baldwin University has requested the use of John Moxie Memorial Baseball Stadium for the purposes of playing baseball in preparation for and during its collegiate fall and spring baseball seasons; and

3. The Mary Baldwin University baseball team provides the City and its residents with valued recreational and entertainment opportunities during the baseball seasons.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA that is authorizes the license agreement between the City of Staunton, Virginia and Mary Baldwin University for the limited use of the baseball field retroactively to and including September 1, 2023; and it is

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

Adopted this 14th day of September, 2023.

Signed: STEPHEN W. CLAFFEY, MAYOR

Attest: KILEY A. KESECKER
Clerk of Council

MATTERS FROM THE CITY MANAGER

Ms. Beauregard presented updates on the following items:

- Early Voting for the November 7 election begins September 22.
- The Planning Division is holding a public forum on bicycle infrastructure planned along West Beverley Street on September 25.
- The National Oceanic and Atmospheric Association (NOAA) met with staff to discuss how to get the data from Staunton's flood sensors into their system, allowing it to be processed and used by the National Weather Service's local Weather Forecast Office.
- The area is still under a drought warning and voluntary water restrictions continue.
- September 22-24 is the Queen City Mischief and Magic Festival.

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."

Johan Westenberg, 113 West Beverley Street, described an area on West Beverley Street where speeding is a real problem and asked Council to look into possibly installing a speed table.

Brenda Mead, 342 Sherwood Avenue, spoke on how she felt the Moxie Stadium RFP is excessive.

Constance Birch, 319 Mary Gray Lane, spoke on housing shortages and issues with the sealed surface paving requirement for residential driveways.

Barbara Lee, 904 Rockway Street, invited Council to the Uniontown cleanup on October 28.

There was no one else wishing to speak.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 8:21 p.m.

Kiley A. Kesecker
Clerk of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	September 28, 2023	Jessie Moyers Chief Financial Officer Chad Horvat Finance Business Manager
Item #:	A.2	
Department:	Finance	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Responsible, Efficient Government	
Subject:	Annual Report on Disposition of Surplus Property	

Background: In April 2015, City Council adopted an ordinance changing the City's procedures for the disposition of surplus property. Consistent with the ordinance, on the basis of a determination made by the Director of Finance or their designee and endorsed in writing by the City Manager or their deputy or assistant, staff may dispose of personal property of the City without further action of Council. The ordinance further requires that the Director of Finance or their designee, report annually to Council about categories of property for which there has been disposition pursuant to the ordinance.

The city utilizes Gov Deals, a web-based marketplace that allows government agencies to sell surplus items via the internet, to dispose of surplus and outdated items. The following items were sold and/or transferred in FY23.

Fiscal Year	# of Items Sold as Surplus	Revenue Generated	# of Items Transferred Between Departments
FY 2023	14	\$ 96,599.31	13

Attached are several reports detailing these transactions, along with a sample of the surplus approval forms being used to fulfill the requirements set forth in the ordinance.

Attachments:

Attachment 1—Sales Detail Listing by Fund and Category – FY2023

Attachment 2—Transfer Detail Listing – FY2023

Attachment 3—Sales by Fund – FY2023

Attachment 4—Surplus Item Information Sheet (Surplus Approval Form)

City Manager's Recommendation: Not Applicable

Suggested Motion: Not Applicable

City Manager: Leslie Beauregard

GovDeals
Fiscal Year Sales
By Budget Code & Category

ATTACHMENT #1

FY Sales by Budget Code and Category

Asset POC

City

Sum of Net Results	Column Labels	
Row Labels	2023	Grand Total
11001-41712 General Government	\$ 94,248.31	\$94,248.31
Groundskeeping Equipment & Supplies	\$ 1,035.00	\$ 1,035.00
Office Supplies/Equipment/Furniture	\$ 63.31	\$ 63.31
Shop Equipment	\$ 776.00	\$ 776.00
Streets & Traffic Equipment	\$ 20,100.00	\$20,100.00
Vehicle	\$ 72,274.00	\$72,274.00
53001-41712 Water Fund	\$ 2,351.00	\$ 2,351.00
Vehicle	\$ 2,351.00	\$ 2,351.00
Grand Total	\$ 96,599.31	\$96,599.31

Count of Category

Fiscal Year

2023

CATEGORY	Count
11001-41712 General Government	13
Groundskeeping Equipment & Supplies	1
Office Supplies/Equipment/Furniture	1
Shop Equipment	1
Streets & Traffic Equipment	1
Vehicle	9
53001-41712 Water Fund	1
Vehicle	1
Grand Total	14

**GovDeals
Cumulative Transfer Totals**

ATTACHMENT #2

FY

2023

Row Labels	Count of Item
3110 - Police	3
4220 - Equipment Maint.	1
9801 - Staunton City Schools	2
3210 - Fire & Rescue	1
Donated to Letcher Volunteer Fire and Rescue Squad	1
4818 - Environmental Office	1
4210 - Building Maint.	1
4321 - Water Department	2
9801 - Staunton City Schools	1
4110 - Engineering	1
4220 - Equipment Maint.	1
4321 - Water Department	1
4120-Public Works Director	1
3110 - PD for Covert	1
4210- Bldg Maintenance	2
1510 - IT Department	1
3410 - Inspections	1
4322 - Pumps Dpt	2
4210 - Building Maint.	1
4150 - Streets	1
Grand Total	13

GovDeals
Cumulative Sales Totals

Attachment #3

FY

2023

Row Labels	Sum of Sold Amount	Sum of GovDeals Fee	Sum of Net Results
53001-41712 Water Fund	\$ 2,351.00	\$ -	\$ 2,351.00
11001-41712 General Government	\$ 94,248.31	\$ -	\$ 94,248.31
Grand Total	\$ 96,599.31	\$ -	\$ 96,599.31

**GovDeals
Surplus Information Sheet
(Example)**

Attachment #4

**SURPLUS ITEM INFORMATION SHEET
VEHICLE**

Item General Description:									
Department #:					Asset #:				
Year:					S/N or VIN:				
Make:					Model:				
Fuel Type:		Gas		Diesel	Odometer:				
Hours Meter:					Out of Service Date:				
Did It Run When Parked?		Yes		No		UnK		Does It Run Now?	
								Yes	No
								UnK	
Reason Taken Out of Service:									
Overall General Condition:									
List Drive Train Issues:									
List Engine Issues:									
List Interior Issues:									
List Exterior Damage:									
List Electrical Issues:									
Other Information:									
Xfer Offered:		YES		NO		Date Emailed:			Deadline:
Transferred?:		YES		NO		To Department:			
Pictures Taken:		YES		NO					

Department Director Approval for Sale or Transfer

Date

Finance Director Approval for Sale or Transfer

Date

City Manager Approval for Sale or Transfer

Date

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	September 28, 2023	Jessie Moyers Chief Financial Officer Leslie Beauregard City Manager
Item #	A.3	
Department:	City Manager Finance Department	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Responsive, Efficient Government	
Subject:	Review and Approval of FY 2025 Budget Calendar	

Background: The FY 2025 draft budget calendar is attached for your review. Council is asked to review the calendar and suggest changes that may better accommodate the schedules of Council members.

Attachment: FY 2025 Budget Calendar

City Manager's Recommendation: Recommend City Council review and approve the proposed budget calendar as is, if no changes are needed.

Suggested Motion: Not applicable

City Manager: Leslie Beauregard

CITY OF STAUNTON, VIRGINIA
FY 2025 BUDGET SCHEDULE
(July 1, 2024 - June 30, 2025)

CITY OF STAUNTON		
	City Budget Schedule	
<i>Budget Calendar and Budget Discussion with City Council</i>	September 28, 2023	
<i>Budget Call/ Notice</i>	October 9, 2023	
<i>Budget Submission due from Departments</i>	December 8, 2023	
<i>Budget Notice to Outside Agencies</i>	December 8, 2023	
<i>Governor's Budget Presentation</i>	TBD	
<i>Budget Discussions with Departments</i>	December 2023- February 2024	
<i>Budget Submission Requests from Outside Agencies</i>	January 25, 2024	
<i>City Council and School Board Joint Meeting</i>	January 25, 2024	5:00 PM
<i>Presentation of Draft Capital Improvement Plan</i>	February 22, 2024	
<i>Budget Presentation to City Council-Worksession</i>	March 28, 2024	5:00 PM
<i>Introduction of Total Budget Ordinance for City and Schools</i>	March 28, 2024	7:00 PM
<i>Advertisement for Proposed Budget Ordinance - Public Hearing</i>	April 3, 2024	
<i>City Council Budget Work session</i>	April 4, 2024	5:00 PM
<i>Budget Work session- School Board/ City Council- School Budget</i>	April 11, 2024	5:00 PM
<i>Budget Public Hearing (all budget ordinances)</i>	April 11, 2024	7:00 PM
<i>City Council Budget Worksession</i>	April 18, 2024	7:00 PM
<i>City Council Budget Worksession</i>	April 25, 2024	5:00 PM
<i>Adoption of City Budget and Capital Improvement Plan</i>	April 25, 2024	7:00 PM

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	September 28, 2023	Leslie Beauregard City Manager
Item #	B	
Department:	City Manager	
Alignment with Staunton Plan (Value/Strategic Area):	Values: Integrity Excellence Strategic Area: Responsive, Efficient Government	
Subject:	Retirement Certificate Presentation – Chad Nestor	

Background: Chad Nestor, former Sergeant with the Staunton Police Department, will attend Council's regular meeting to receive recognition of his retirement from service to the City. Mr. Nestor served the City for 20 years, from 2003 to 2023. During his tenure with the Police Department, he rose in rank from a Police Officer to a Senior Police Officer, to a Master Police Officer, to Sergeant. He also served as a member on the Critical Incident Response Team.

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	September 28, 2023	Jeff Johnston Public Works Director
Item #	C	
Department:	Public Works	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Engagement Strategic Area: Responsive, Efficient Government	
Subject:	Public Hearing and Consideration of a Proposed Extension of Lease with TV6 Holdings LLC (dba SBA Communications Corporation) for Wireless Communications Facilities	

Background: On January 23, 2014, as authorized by an ordinance adopted by City Council on the same date, the City entered into a lease agreement with TV6-W, LLC, which authorized the company's construction, maintenance and operation of wireless communications facilities on property owned by the City, including the Shutterlee Mill water tank at the Public Works compound. (A copy of the lease is attached to this briefing.) TV6-W, LLC merged with and into TV6 Holdings LLC. The initial term of the lease expired on January 22, 2019 and was renewed for the first five-year extension period commencing January 23, 2019 and ending January 22, 2024.

The lease, in section 2, provides an option to extend its term for five 5-year periods, each extension requiring a public hearing and authorization by City Council. TV6 Holdings LLC has communicated to the City its desire to renew the lease for a second 5-year extension period. Consistent with the terms of the lease, TV6 Holdings LLC will pay rent for the first year of the extension period lease in the amount of \$10,657.75, with such amount to be increased annually during the extension period at the rate of 4%.

A draft ordinance, with a draft lease amendment annexed to the ordinance, is attached for

Council's review, together with the requisite notice published in *The News Leader*.

Attachments:

Attachment 1—Lease Agreement

Attachment 2—Lease Renewal Request

Attachment 3—Draft Ordinance

Attachment 4—Draft Lease Amendment

Attachment 5—*The News Leader* Public Notice

City Manager's Recommendation: Recommend the ordinance be introduced, that City Council conduct a public hearing and that Council adopt the ordinance, as presented.

Suggested Motion (to be made after the public hearing): I move to adopt an ordinance, as presented, authorizing an extension of the lease between the City and TV6 Holdings LLC, for the second 5-year extension period, as set forth in the ordinance and further authorize the City Manager to execute an amendment to the lease for such new five-year term in a final form approved by the City Attorney.

City Manager: Leslie M. Beauregard

LEASE AGREEMENT

THIS LEASE ("Lease"), dated this 23rd day of January, 2014 for identification, is made by and between the City of Staunton, Virginia, a municipal corporation of the Commonwealth of Virginia ("Lessor") and TV6-W, LLC, , a Delaware limited liability company ("Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of a parcel of land (the Owned Premises) situate in the City of Staunton, Virginia, legally referenced in the deed annexed and incorporated by reference as **Exhibit A-1**; and

WHEREAS, Lessee is developer of communications towers used by telecommunications carriers, as defined in Section 3 of the Communications Act of 1934 (47 U.S.C. §153) licensed to provide personal wireless telecommunications service to the general public within the City of Staunton, and is authorized to do business in the Commonwealth of Virginia by the Virginia State Corporation Commission which recognizes Lessee with identifier TO469256;

WHEREAS, as the merger predecessor in interest to Lessee, Tower Assets Newco VIII, LLC became the assignee from a succession of leasehold interests which originated by ordinance adopted January 24, 1991 by the Council of the City of Staunton, Virginia, to authorize a franchise lease from Lessor to Charles R. Braley, III, and then to Virginia Cellular, LLC, then to WWC License, LLC (a subsidiary of Alltel Communications, Inc.), then to Alltel Corporation and then to Verizon Wireless;

WHEREAS, the lease franchise was reflected in the February 6, 1991 lease between Lessor and Charles R. Braley, III, trading as CellularOne, as may have been amended;

WHEREAS, Lessee ultimately succeeded to the prior leasehold interests of Tower Assets Newco VIII, LLC, by virtue of a December 31, 2014 merger of Tower Assets Newco, LLC, into TV6-W, LLC, evidenced by a certificate of merger filed with Lessee and annexed and incorporated into this Lease as **Exhibit A-2**;

WHEREAS, Lessor and Lessee desire to terminate the prior leasehold interests, together with any amendments, by terminating the underlying lease franchise ordinance and lease agreement and then also through this Lease entering into a new lease agreement in consideration of the mutual promises contained herein, including provision for payment of rent ("Rent") and other consideration; and

WHEREAS, these recitals are an integral part of this Lease.

NOW, THEREFORE, for good and valuable consideration as recited, the parties do hereby agree as follows:

1. Termination of prior lease franchise ordinance and lease agreement; new lease.

(a) Lessor and Lessee agree that the prior lease franchise ordinance, adopted by City Council on January 24, 1991, and the corresponding lease agreement dated February 6, 1991 shall be deemed terminated, with Council having adopted an ordinance ("Ordinance") on January 23, 2014 for such termination and for authorization of this Lease.

(b) Lessor leases to Lessee, and Lessee leases from Lessor, for the purpose of constructing, maintaining, and operating a communications tower, antennas, connecting cables, guy wires and appurtenances equipment shelters and cabinets (collectively, the Antenna Facilities), and a portion of the aforesaid parcel, together with such assignable easements as the City may possess for vehicular and pedestrian access and the installation, maintenance and replacement of necessary utilities, wiring, cables, fiber and other conduits, for the construction, maintenance and operation of the Antennae Facilities and accessory buildings housing equipment to be used in conjunction with the Antenna Facilities (the Ground Facilities) in the areas as more fully described herein.

(c) The Lease area that includes the current configuration of the Antenna Facilities and the Ground Facilities, including determinable access and utility license and guy wire license subject to this Lease, are as shown on "VA 8093 Staunton, VA Site Survey Exhibit" prepared by Bryan V. Crutchfield, Timmons Group, dated April 5, 2013 annexed to and incorporated by reference into this Lease as **Exhibit B-1**. Subject to requirements elsewhere in this Lease including but not limited to sections 6 and 7, Lessee shall have the right to increase the number of antennas on the tower and the footprint of its Accessory Building corresponding to that as shown on **Exhibit B-2**, "VA 8093 Staunton, VA Site Existing Conditions Site Survey of Lease Area" prepared by Paul N. Huber, Timmons Group, and dated December 10, 2013 with no corresponding increase in Rent; however, no additional service or other cables and lines over, on or under the Owned Premises or Leased Premises shall be installed or placed otherwise without the prior written consent of Lessor, not to be unreasonably withheld, conditioned or delayed. As to any additional service or other cables or lines licensed for location, the Lessee shall furnish Lessor with a detailed survey plat that shows, relative to other installations and improvements on the Owned Premises, the proposed location and identifies the nature, the purpose, and the names and contact of any person or entity with which it is or may be associated. The space where the Antenna Facilities and the Ground Facilities are located shall be referred to as the Leased Premises. The Antenna

Facilities and the Ground Facilities shall be jointly referred to as the Lessee's Facilities.

2. Term. The term of this Lease shall be five (5) years, commencing on the date first written (the Commencement Date), and ending on January 22, 2019 (the Term); provided, however, that Lessee shall have the right and option to extend the term of this lease for five (5) five-year periods ("Extension Period"), subject to and conditioned upon for each such term a public hearing and authorization by City Council in accordance with Virginia law. The first Extension Period shall commence on the fifth (5th) anniversary date of the Commencement Date. The second through the fifth Extension Period shall commence on the fifth (5th) anniversary of the prior Extension Period. The payment by Lessee to Lessor of rental for the first month of any Extension Period, in accordance with Paragraph 3(a) below, shall constitute the exercise by Lessee of its right and option to so extend the term of this Lease for such Extension Period, subject to and conditioned upon a public hearing and authorization by City Council in accordance with Virginia law.

3. Rent.

(a) Lessee shall pay to Lessor as rent for the Leased Premises the lump sum of \$25,000.00 within 10 days of Council action to adopt the Ordinance, and the sum of \$7,200.00 per year as Rent, due on the first day of each year of the term in advance, subject to the annual increase provided herein.

(b) The Rent shall be increased annually effective as of each anniversary of the Commencement Date by an amount equal to 4 percent of the previous year's rent.

(c) Lessee shall pay to Lessor all actual and reasonable increased costs of maintenance of the Leased Premises directly attributable to Lessee's use and occupancy thereof within thirty (30) days of presentation to Lessee of an itemized statement delineating such increased costs, accompanied by reasonable documentation supporting such costs.

(d) All sums due by Lessee hereunder shall be paid within (5) days of the due date or the notice of payment due sent by Lessor to Lessee. Payments not made within said time shall incur a late payment fee of 5 percent (5%) of the amount due and, in addition, shall incur interest at the rate of 1 percent (1%) per month measured from the due date. Lessee may elect to pay Rent electronically or by direct deposit methods (i.e., ACH), if such method is elected by Lessee, then Lessor shall

provide Lessee, at Lessee's request, the necessary account information to facilitate such direct deposit or electronic payment to Lessor.

(f) Subject to the provisions of Paragraph 6(d) and Paragraph 10(b) hereof, in the event of termination of this Lease, all annually prepaid Rent shall be refunded to Lessee, without interest, within sixty (60) days of the effective date of such termination.

4. Contingencies.

(a) Lessor may hire a consulting engineer who will review the plans and the proposed installation of Lessee's equipment and antenna facilities upon the Leased Premises within thirty (30) days of the receipt of the plans by the consultant. Such consultant shall provide Lessor with a report of the proposed installation and use as to whether or not any adverse effect to Lessor's or others' property and/or other transmission and reception facilities exists. Lessee agrees that it will reimburse Lessor for the actual fees and costs of said consulting engineer not to exceed the sum of \$5,000.00. Such charges shall be paid by Lessee thirty (30) days after Lessor bills Lessee.

(b) If the report made pursuant to (a) above reveals an adverse effect upon Lessor, as determined by Lessor in Lessor's sole and absolute discretion, Lessee shall be notified and given sixty (60) days to correct the problem. If the problem cannot be corrected by Lessee, then Lessor may terminate this lease by written notice to Lessee. Upon such termination, the rights, duties, privileges and obligations assumed by the parties hereto (with exception as to the reimbursement by Lessee of the consulting engineer fees and costs which shall remain the obligation of Lessee) shall be null and void.

5. Removal. If Lessor removes Lessee's Facilities or any portion thereof in accordance with 10(c) hereof, Lessor must give written notice to Lessee that Lessee's Facilities or portion thereof, have been removed and will be deemed abandoned if not claimed by Lessee and the storage fees and other reasonable costs paid within thirty (30) days.

6. Governmental Approval.

(a) Lessor represents and warrants that upon signature of this agreement, but subject to satisfaction of the contingencies in Paragraphs 4 and 5 hereof, the use of Lessee's Facilities in accordance with applicable City ordinances for the purposes contemplated by this Agreement is authorized.

(b) Lessee's right to use the Leased Premises is contingent upon Lessee's ability to obtain and maintain any and all certificates, permits, licenses, zoning, and other approvals (whether discretionary or ministerial), that may be required by any federal, state, or local authority, for Lessee's continued use of the Leased Premises (Governmental Approvals). It shall be the sole and entire responsibility of Lessee to determine what Governmental Approvals are needed for the operation of Lessee's Facilities. Lessor agrees to reasonably cooperate with Lessee (at no cost to Lessor) in its efforts to obtain and maintain such approvals; provided, however, that Lessor's agreement to cooperate shall not in any way limit or otherwise affect the authority or discretion of Lessor's governing body, or any department, division, officer or employee of Lessor, in the conduct of its or his duties with respect to any such Governmental Approval and provided further, that Lessor shall not be required to join, be joined, or otherwise participate as a party in any judicial or administrative action brought by Lessee, or any person or entity claiming under Lessee, in which the denial of, revocation of, or imposition of conditions on any Governmental Approval is in issue. Lessee hereby expressly acknowledges and agrees that neither the execution of this Lease by Lessor nor any act by Lessor or any of Lessor's officers, agents or employees or its governing body in anticipation or in furtherance of the execution of this Lease, shall entitle Lessee to any Governmental Approval, whether discretionary or ministerial, and Lessee shall not be entitled to reimbursement of any costs or expenses of any kind or nature made or incurred in expectation of, or preparation for, the continued use of the Leased Premises.

(c) Lessee warrants that it has performed, or caused to be performed, a radio frequency emissions study (RF Study) showing that Lessee's intended use (and any of Lessee's assignee's or sublessee's intended use) will not interfere whatsoever with any existing communications facilities of the Lessor, other lessees of the Lessor, any other adjacent property owner or user, or of any other person, and that such RF Study was conducted by an independent, qualified engineer licensed to practice in the Commonwealth of Virginia . Lessee shall, not less than fifteen (15) days prior to the issuance of a building permit for any of Lessee's Facilities, deliver a copy of such RF study to Lessor without cost to the Lessor. Lessor shall, upon request of Lessee, provide such information regarding Lessor's communications facilities as is necessary for Lessee to avoid interference with such facilities. Lessee represents and warrants that it will at all times operate and maintain the Lessee Facilities in accordance with all applicable laws, rules, regulations and ordinances, including but not limited to, FCC regulations pertaining to RF emissions. Lessee shall provide, at its expense, training for Lessor's personnel with respect to working on said tower and the RF radiation component.

(d) If any Governmental Approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Lessee will be unable to continue to use the Leased Premises for Lessee's intended purpose, and all administrative and judicial appeals of such action have been exhausted, or the time for filing of such appeals has expired, both Lessor and Lessee shall have the right to terminate this Lease by written notice to the other, and upon such termination, this Lease shall become null and void.

(e) Notwithstanding the provisions of subparagraph (d), in the event of termination by Lessee pursuant to subparagraph (d), Lessee shall be liable to Lessor for Rent for a period of 120 days from the date of such termination, unless such termination is by reason of the denial of a conditional use permit or other approval of a discretionary nature by Lessor's governing body. Lessee shall nevertheless be responsible for removal of any of Lessee's property from the premises pursuant to Paragraph 10 hereof and the restoration of Lessor's premises accordingly. Nothing in this subparagraph shall relieve Lessor of its duty to mitigate its damages in the event of termination by Lessee.

(f) Lessee has the right to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Lessee or Lessor as long as (i) the equipment and its use does not interfere whatsoever with any other then existing communications facilities; and (ii) Lessee has paid the Additional Security Deposit.

7. Use of Premises.

(a) Lessee may use the Leased Premises for the construction, installation, operation, maintenance, repair and replacement of the Antenna Facilities and the Ground Facilities for the transmission, reception and operation of a communications system and uses incidental thereto, and for the storage of related equipment, together with such other equipment and facilities as may be necessary or convenient to Lessee's use of the Leased Premises, in accordance with the terms of this Lease. Storage of items shall only be inside the Accessory Building. In connection therewith, Lessee shall have the right to do all work necessary to prepare and maintain the Leased Premises for Lessee's business operations under this Lease and to install transmission lines connecting the antennas to the transmitters and receivers.

(b) Lessee shall, at its sole cost and expense, construct, operate and maintain the Antenna Facilities and Ground Facilities in accordance with the standards and specifications of City of Staunton, all applicable City ordinances, permits and other

requirements, and all applicable FCC rules and regulations. Any modification of Lessee's Facilities shall be in accordance with plans approved by Lessor, which approval shall not be unreasonably withheld, denied or conditioned. Any damage done to the Owned Premises or any other property of Lessor during modification or operation of Lessee's Facilities shall be repaired at Lessee's expense within thirty (30) days after notification of damage. Title to Lessee's Facilities shall be held by Lessee, and Lessee's Facilities shall be deemed to be the personal property of Lessee and not fixtures. Lessee shall have the right to remove Lessee's Facilities at its sole expense on or before the expiration or earlier termination of this Lease, provided that Lessee shall be required to repair any damage and to restore the Leased Premises to their original condition, ordinary wear and tear, casualty and the acts or omissions of Lessor or third parties excepted.

(c) All modifications or improvements of the Leased Premises made for Lessee's benefit shall be at the Lessee's expense, and such improvements shall be maintained in a good state of repair by Lessee at Lessee's expense. Except for emergency or routine and regular maintenance, Lessee shall provide written notice to Lessor not less than seventy-two (72) hours before commencing modification of the Antenna Facilities. The Antenna Facilities shall not be painted without Lessor's approval, not to be unreasonably withheld, conditioned or delayed.

(d) Lessee shall provide Lessor with as-built drawings of the additional equipment and improvements installed on the Leased Premises showing the actual location of all Antenna Facilities and Ground Facilities and for all other improvements installed on Lessor's property by Lessee in connection with this Lease. The drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, Ground Facilities and Antenna Facilities to be placed on the Leased Premises or other property of Lessor in connection with this Lease. At Lessor's option, such as-built drawings and inventory may be attached to this Lease as **Exhibit C**.

(e) Lessee shall, at its expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner reasonably suitable to Lessor so as not to conflict with the use of the other property of Lessor, Lessor's lessees, or of any other person, subject to the provisions of Paragraph 8 of this Lease. Lessor shall maintain, at its sole expense, access roadways to the Leased Premises in a condition which will allow existing pedestrian and vehicular access under normal weather conditions; provided, however, that Lessee shall be responsible for the repair of any damage or deterioration caused by Lessee's particular use of such roadways.

(f) Lessee, at all times during this Lease, shall have reasonable access during normal working hours to the Leased Premises in order to install, operate, maintain repair and replace its Antenna Facilities and Ground Facilities. If it is necessary for Lessee to have access to the Leased Premises at some time other than the normal working hours of Lessor, Lessee, or its agent, shall contact Lessor in advance for such access. Lessor may be contacted by verbal notification to Lessor's water treatment staff operator at the phone number provided by Lessor. For purposes of this Paragraph, "normal working hours" are Monday through Friday from 8:00 a.m. to 5:00 p.m., except for holidays.

(g) Lessee has installed utilities to serve the Antenna Facilities and Ground Facilities in the location shown on Exhibit B-1 at Lessee's sole expense. Lessee shall separately meter all utilities associated with its use of the Leased Premises and shall promptly pay all costs for such utility services. Lessor shall, without charge to Lessee, sign such reasonable documents as may be required by utility providers to provide such service to the Leased Premises, including the grant of permits required by Lessor or a utility provider to provide service as provided herein.

(h) Lessor warrants and agrees that: (i) Lessor owns the Owned Premises and has rights of access thereto. (ii) Lessor has full right to make and perform this Lease; and (iii) Lessee, upon paying rent and performing the covenants herein provided, shall peaceably and quietly have and enjoy the Leased Premises for the purposes herein contemplated. Lessor shall not cause or permit any use of the Owned Premises which materially and unreasonably interferes with or impairs the operation of the Lessee's Facilities or the quality of the communications services being rendered by Lessee from the Leased Premises, nor shall Lessor have unsupervised access to the Leased Premises, except in the event of an emergency or a need to perform an essential function or task requiring immediate access to the Leased Premises.

8. Equipment Upgrade. Lessee may update or replace the Lessee's Facilities, or expand Lessee's Facilities in accordance with paragraph 1(c) from time to time with the prior written approval of Lessor, which approval shall not be unreasonably withheld, delayed or conditioned. Lessee shall submit to Lessor a detailed proposal for any such replacement facilities and any supplemental materials as may be requested for Lessor's evaluation and approval. Lessor may hire consultants as to such upgrade regarding structure or RF at Lessee's expense.

9. Interference.

(a) Lessee's installation, operation, and maintenance of the Lessee Facilities shall not damage or interfere in any way with Lessor's operations. If Lessee's

Facilities cause interference to such operations, Lessee shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Lessee shall immediately cease operating Lessee's Facilities to the extent necessary to stop the interference. If the interference cannot be eliminated within thirty (30) days, Lessor may terminate this Lease.

(b) Lessee's use and operation of Lessee's Facilities shall not interfere with the use and operation of other communication facilities on the Owned Premises which pre-existed Lessee's Facilities. If Lessee's Facilities cause interference, Lessee shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Lessee shall immediately cease operating Lessee's Facilities to the extent necessary to stop the interference. If the interference cannot be eliminated within thirty (30) days, Lessor may terminate this lease.

(c) Lessor's use and operation of the Owned Premises shall not interfere with the use and operation of Lessee's Facilities on the Leased Premises. If Lessor's use and operation of the Owned Premises interferes with Lessee's use of the Leased Premises or Lessee's Facilities, Lessee shall provide written notice to Lessor and Lessor shall take all measures reasonably necessary to correct and eliminate such interference. If the interference cannot be eliminated within thirty (30) days, Lessee shall have the right to terminate this Lease.

10. Termination.

(a) Except as otherwise provided herein, this Lease may be terminated upon not less than sixty (60) days written notice to the other party as follows:

(i) by either party upon a default in the performance of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of the default (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);

(ii) subject to the provisions of Paragraph (6)d of this Lease, by Lessee if it is unable to obtain or maintain any Governmental Approval necessary to the operation of Lessee's Facilities or of Lessee's business;

(iii) by Lessee if Lessee's Facilities are destroyed or damaged by an act of God so as to, in the Lessee's judgment, substantially impair Lessee's effective use of Lessee's Facilities, upon thirty (30) days' written notice to Lessor, which notice must be given within thirty (30) days of the date of such destruction or damage. If Lessee so terminates this Lease, Lessee

shall be entitled to reimbursement of prepaid Rent covering the period subsequent to the date of destruction or damage;

(iv) by Lessor upon twelve (12) months' notice, if it determines that a potential user which is a public safety agency of the federal or state government or of the City of Staunton cannot obtain another adequate location; notwithstanding Lessor's right to terminate, Lessor shall use its best efforts to identify and make available other Lessor's property to which Lessee may relocate Lessee's Leased Premises to another mutually agreed upon location at Lessee's expense, pursuant to terms similar to the terms of this Agreement;

(v) by Lessor, if the Staunton City Council determines that Lessee's use of the Leased Premises is not in compliance with any applicable ordinance, or state or federal law, or any conditions of any Governmental Approval, and Lessee fails to cure such non-compliance within thirty (30) days after such determination is rendered. Such failure shall be a default of Lessee's obligations under the terms of this Lease;

(vi) by Lessee, if Lessee is unable to continue to occupy and utilize the Leased Premises due to an action of the FCC, including, without limitation, a take-back of channels or change or reallocation of the frequencies at which Lessee may operate its communications facilities which renders Lessee's operation of its communications facilities at the Leased Premises obsolete; or

(vii) by Lessee upon sixty (60) days written notice for any reason, so long as Lessee pays Landlord a termination fee equal to one half the then current annual Rent. The parties acknowledge that such termination fee shall be required only in the event of termination by Lessee for reasons other than those described here in Subparagraphs 10(a)(i) through 10(a)(vi), Paragraph 9 (a) and (b) or Paragraph 14 of this Lease, but only if caused by Lessee and Lessee does not take steps to remediate.

(viii) by Lessee, if Lessee is unable to obtain or maintain access to the Leased Premises.

(ix) by Lessor or Lessee pursuant to the provisions of Paragraph 9 or pursuant to the provisions of Paragraph 14.

(b) Notice of any termination pursuant to this Paragraph shall be in writing and provided pursuant to the provisions of Paragraph 17. Lessee shall be liable to Lessor for all Rent and other consideration under Paragraph 3 of this Lease for the period of this Lease prior to said termination date except as otherwise provided herein.

(c) Upon termination or expiration of this Lease, Lessee shall have sixty (60) days from the date of termination or expiration to remove Lessee's Facilities and related equipment from the Leased Premises and to restore to surface level of the Leased Premises to their condition prior to installation of Lessee's Facilities, ordinary wear and tear and damage caused by casualty, Lessor or third parties excepted. If Lessee fails to remove its facilities from the Leased Premises within the time allowed, Lessor may (i) declare the facilities abandoned and title to the facilities shall be transferred to the Lessor, (ii) have such facilities removed and stored for thirty (30) days in which case Lessee shall pay to Lessor the costs incurred for such removal and storage, or (iii) obtain an injunction to require Lessee to remove the facilities for which the Lessee hereby stipulates the Lessor would absent such injunction suffer irreparable harm and have no adequate remedy at law. Lessor shall provide written notice to Lessee prior to taking the actions outlined in this subparagraph (c).

11. Default.

(a) The following will be deemed a default by Lessee and a breach of this Agreement:

(i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Lessor of such failure to pay; or

(ii) Lessee's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Lessor specifying the failure. No such failure, however, will be deemed to exist if Lessee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessee. In the event of any default of this Lease by Lessee not cured by Lessee within the applicable cure period, Lessor may at any time, after notice, cure the default for the account of and at the expense of Lessee. If Lessor is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney and other professional fees in instituting, prosecuting, or defending any

action to enforce the Lessor's rights under this Lease, the sums so paid by Lessor, with all interest, costs and damages shall be deemed to be additional Rent and shall be due from the Lessee to Lessor on the first day of the month following ten (10) day's written notice by Lessor and submission by Lessor to Lessee of an itemized statement, with supporting evidence, of Lessor's costs and expenses.

(b) The following shall be deemed a default by Lessor and a breach of this Agreement: Lessor's failure to perform any term, condition or cure breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Lessee specifying the failure. No such failure, however, will be deemed to exist if Lessor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessor. If Lessor remains in default beyond any applicable cure period, after notice from Lessee, Lessee will have the right to cure Lessor's default and to deduct the reasonable costs of such cure from any monies due to Lessor from Lessee. In the event Lessee deducts such costs from monies due Lessor, Lessee will provide Lessor with an itemized statement and supporting documentation.

12. Condemnation. In the event the Leased Premises is taken by eminent domain by the state or federal government, or any instrumentality thereof, or by the City of Staunton, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In the event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer by giving thirty (30) days' written notice to the other party. In the event this Lease is not thereby terminated, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Leased Premises. Lessor and Lessee shall each be entitled to pursue its own separate awards in the event of a taking of the Leased Premises.

13. Defense and Indemnification.

(a) Lessee agrees to defend, indemnify and hold harmless Lessor and its elected officials, officers, employees, agents, and representatives from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, arising from the negligence, willful misconduct, or other fault of Lessee. Lessee shall defend all claims arising out of Lessee's use of the Leased Premises and out of the installation, operation, use, maintenance, repair, removal, or presence of Lessee's Antenna Facilities, equipment and related facilities on the Leased Premises.

(b) Notwithstanding anything to the contrary contained in this Lease, Lessor and Lessee each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

14. Environmental.

(a) Lessor represents and warrants to the best of its knowledge that the Owned Premises is free of hazardous substances as of the date of this Agreement and to the best of Lessor's knowledge, the Owned Premises has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Lessor and Lessee agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guideline, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Owned Property

(b) Lessee agrees to defend, hold harmless and indemnify Lessor from and to assume all duties, responsibilities and liabilities at the sole cost and expense of Lessee for payment of penalties, sanctions, forfeitures, losses, costs or damages and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) Lessee's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the activities conducted thereon by Lessee, unless the environmental conditions are caused by Lessor.

(c) The indemnifications of this Paragraph 14 Environmental specifically include reasonable costs, expenses and fees incurred in connection with any investigation of the Owned Premises conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 14 Environmental will survive the expiration or termination of this Lease.

(d) In the event Lessee becomes aware of any hazardous materials on the Owned Premises, or any environmental or industrial hygiene condition or matter relating to the Owned Premises that, in Lessee's sole determination, renders the

condition of the Premises or Owned Property unsuitable for Lessee's use, or if Lessee believes that the leasing or continued leasing of the Premises would expose Lessee to undue risks of government action, intervention or third-party liability, Lessee will have the right, in addition to any other rights it may have at law or in equity, to terminate the Lease upon notice to Lessor.

15. Insurance.

(a) During the Term of this Lease, Lessee shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the types and limits of insurance as set forth on Lessee's form certificate of insurance annexed as **Exhibit D**. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims-made basis.

(b) Certificates of insurance for each insurance policy required to be obtained by Lessee in compliance with this paragraph shall be filed with Lessor annually and as Lessor may request during the term of the Lease and shall include notice provisions consistent with annexed **Exhibit D**. Lessee shall immediately advise Lessor of any claim or litigation that may result in any demand upon or possible liability to Lessor.

(c) All insurance shall be written by insurers licensed to conduct the business of insurance in the Commonwealth of Virginia.

(d) Lessee shall require that each and every one of its contractors and their subcontractors who perform work on the Leased Premises carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverages of the type which Lessee is required to obtain under the terms of this paragraph with like limits of insurance.

16. Assignment and Sublease.

(a) Without Lessor's consent but with prior written notice to Lessor, Lessee may assign this Lease or, subject to the restrictions of Section 1(b), sublet the Leased Premises in whole or in part to any person which is (a) in the same or a substantially similar business as Lessee or is otherwise licensed by the FCC to operate wireless communications facilities or systems, (b) is a parent, subsidiary or affiliate of Lessee or otherwise controls, is controlled by or is under common control with Lessee, (c) purchases a majority or controlling interest in the ownership or assets of Lessee, or (d) is merged or consolidated with Lessee. Such

prior written notice shall, at a minimum, provide: the identity of the person; current background information on the nature of the person's business and full contact information, including street address, of the person and status to do business and history in doing business in the Commonwealth of Virginia; the purpose of the assignment or sub-let; and complete information sufficient for the Lessor to evaluate whether the person has the capability, in all respects, to perform fully this Agreement and the moral and business integrity and reliability that will assure good faith performance at all times. Lessee may not otherwise assign this Lease or sublet the Leased Premises in whole or in part without Lessor's prior written consent, not to be unreasonably withheld, conditioned or delayed. Provided that Lessee demonstrates to Lessor's reasonable satisfaction that any permitted assignee of this Lease has a net worth equal to or greater than the net worth of Lessee as of the date of this Agreement, Lessee shall be relieved of liability for future performance of the obligations expressly assumed by such assignee but Lessee shall not otherwise be released or relieved of any liability hereunder.

(b) Notwithstanding anything to the contrary contained in this Lease, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

(c) This Lease shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns.

(d) Lessee understands and agrees that Lessor may rent tower space upon the water tower to another person, firm, or corporation as long as the equipment placed on the tower by such other entity does not interfere with the operation of Lessee hereunder.

17. Intentionally deleted.

18. Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed as follows or if sent by facsimile to the facsimile number set forth below, with a hard copy contemporaneously mailed as previously specified:

If to Lessor to: City Manager
116 W. Beverley St.
P.O. Box 58
Staunton, VA 24402-0058

With a copy to: City Attorney
P.O. Box 58
Staunton, VA 24402-0058

Public Works Director
116 W. Beverley St.
P.O. Box 58
Staunton, VA 24402-0058

If to Lessee to: TV6-W,LLC
Tower Ventures REIT, Inc.
4091 Viscount Avenue
Memphis, TN 38118

Lessor and Lessee may from time to time designate any other address for this purpose by written notice to the other party.

19. Miscellaneous Provisions.

(a) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease shall be effective only if made in writing and executed and acknowledged by both parties.

(b) Each party agrees to cooperate with the other in executing or having executed any documents (including a Memorandum of Lease in a form acceptable to both parties, Non-Disturbance Agreements, or other documents) necessary to protect its rights or use of the Leased Premises. Either party may record a Memorandum of Lease but neither party may record this Lease.

(c) This Lease shall be construed in accordance with the laws of the Commonwealth of Virginia. Any court action relating to this Lease may be maintained only in the Circuit Court of the City of Staunton.

(d) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties intend that the provisions of this Lease be enforced to the fullest extent permitted by applicable law. Accordingly, the parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

(e) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their representative capacities as indicated.

(f) The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Leased Premises and shall become effective only upon execution by both parties.

(g) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(h) Intentionally deleted.

(i) This Lease shall be governed as to all matters, whether of validity, interpretation, obligations, performance or otherwise, exclusively by the laws of Virginia without reference to conflict of law rules or principles, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Lease shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

(j) During the performance of this Lease, the Lessee agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, veteran status or national origin, except where religion, sex, handicap, or national origin is a bona fide occupational qualification or consideration reasonably necessary to the normal operation of the Lessee. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Lessee, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, will state that such Lessee is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements herein.

(k) Lessee hereby certifies that it did not, directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any

agreement, participate in any collusion, or otherwise take any action in restraint of free, competitive bidding for this Lease in violation of any of the laws of the United States or the Commonwealth of Virginia.

20. Tests and Constructions. Lessee shall have the right following the full execution of this Lease, upon the giving of forty-eight (48) hours advance notice to Lessor, to enter upon the Owned Premises for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings or other reasonably necessary tests. In the event of any inconsistency between this Lease and any survey performed, Lessor shall make such amendments to this Lease and adjustments in the location of Leased Premises as shall be reasonably for Lessee's use and satisfactory to Lessee. If the title search or the survey discloses any matters which Lessee deems unsuitable or which interfere with Lessee's use and enjoyment of the Leased Premises, Lessor shall cure such defects within sixty (60) days. If Lessor does not or cannot cure such defect within such sixty (60) days, Lessee shall have the right, without obligation, to terminate this Lease and render it null and void from the date of termination.

21. RF Compliance. Subsequent to the installation of Lessee's Facilities, Lessor shall not knowingly permit itself, its lessees or licensees to install new equipment on the Owned Premises or property contiguous thereto owned or controlled by Lessor, if such equipment will cause the Owned Premises to exceed the FCC radiated power density maximum permissible exposure (AMPE) limits for workers and the general public. Such excess radiated power densities shall be deemed a material breach by Lessor. In the event excess radiated power densities occur, Lessor agrees to take or to cause any subsequent lessee or licensee whose use of the Owned Premises results in the FCC specified MPE limits being exceeded to promptly take all mitigation action necessary to eliminate such excess radiated power densities within thirty (30) days. In the event Lessor fails to comply with this paragraph, Lessee may terminate this Lease and/or pursue any other remedies available under this Lease, at law, and/or at equity, including injunctive relief.

22. Marking and Lighting Requirements.

(a) Lessee shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC in the event those requirements are the result of the presence of Lessee's Facilities on the Leased Premises. Further, Lessee shall pay for such reasonable costs and expenses (including for any lighting automated alarm system), provided that the requirement for compliance results from the presence of Lessee's Facilities on the Leased Premises. Should Lessor be cited because the Owned Premises is not in compliance due to the presence of Lessee's Facilities on the Leased Premises, and should Lessee fail to cure the conditions of noncompliance, Lessor may either terminate this Lease or proceed to cure the conditions of noncompliance at Lessee's

expense. All sums so paid by Lessor, with all interest, costs, and damages shall be deemed to be additional Rent and shall be due from the Lessee to Lessor on the first day of the month following ten (10) day's written notice by Lessor and submission by Lessor to Lessee of an itemized statement, with supporting evidence, of Lessor's costs and expenses.

(b) If lighting requirements apply and a lighting automatic alarm system has been installed by Lessor, Lessor shall allow Lessee to bridge in to the system to permit a parallel alarm or to install a second alarm if a bridge would interfere with Lessor's alarm. Lessee shall be responsible for the cost and expense of maintaining the bridge or parallel alarm. Notwithstanding anything in this Paragraph 21(b), the responsibility for compliance with FAA and FCC requirements shall remain with Lessor as provided in Paragraph 21 above.

23. Waiver of Lessor's Lien.

(a) Lessor waives any lien rights it may have concerning Lessee's Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Intentionally deleted.

24. Brokers. Lessor and Lessee represent to each other that they have not negotiated with any real estate broker in connection with this Lease. Lessor and Lessee agree that, should any claim be made against the other for a real estate broker's commission, finder's fee or the like by reason of the acts of such party, the party upon whose acts such claim is based shall indemnify and hold the other party free and harmless from all losses, damages, claims and expenses in connection therewith.

25. Taxes. Lessee shall be responsible for paying all personal property taxes assessed upon Lessee's Facilities and for paying taxes on its leasehold interest pursuant to Virginia Code Section 58.1-3203, or any successor statute.

26. Appropriations. The obligations of the Lessor are contingent upon and subject to sufficient funds appropriated for purposes of this Agreement.

27. Lessor's Equipment on the Tower. During the term of this Agreement, Lessor shall be permitted to install, upgrade, repair and remove the equipment as may be listed on **Exhibit C** on the tower. Such equipment shall be installed at the height as may be described on **Exhibit C**. Lessee shall not charge Lessor rent for using space on the tower or Leased Premises

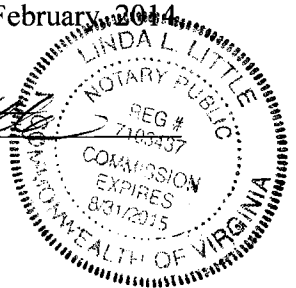
LESSOR: CITY OF STAUNTON, VIRGINIA,
a municipal corporation of the Commonwealth of
Virginia

By: [Signature]
Stephen F. Owen, City Manager

STATE OF VIRGINIA
CITY OF STAUNTON

The foregoing instrument was acknowledged before me this 11 day of February, 2014,
by Stephen F. Owen, City Manager of the City of Staunton, Virginia.

[Signature]
Notary Public



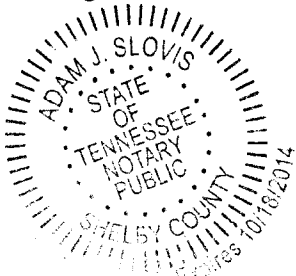
My commission expires: 8-31-2015

LESSEE: TV6-W, LLC, a Delaware limited
liability company

By: [Signature]
Bill Orgel, President

STATE OF Tennessee
CITY/COUNTY OF Shelby

The foregoing instrument was acknowledged before me this 24 day of February, 2014,
by Bill Orgel, President, TV6-W, LLC.



[Signature]
Notary Public

My commission expires: 10/18/14

70778

(43592)

THIS DEED, made and entered into this 4th day of November, 1968, by and between Mack W. Harper, widower, party of the first part and City of Staunton, a municipal corporation of the Commonwealth of Virginia, party of the second part,

WITNESSETH:

That for and in consideration of four (4) negotiable promissory notes made by City of Staunton dated November 4, 1968, and payable to the order of Mack W. Harper one, two, three and four years after date in the principal sum of \$4750.00 each with interest thereon at the rate of 5% per annum payable annually, secured by a Vendor's Lien hereby expressly reserved and other consideration hereinafter set forth, the said Mack W. Harper, widower, does hereby grant, bargain, sell and convey with GENERAL WARRANTY OF TITLE, unto the said City of Staunton all that certain tract or parcel of land with all improvements thereon and appurtenances thereto belonging situate for the most part in Beverley Manor District, Augusta County, Virginia, but a small portion of which is situate in the City of Staunton, containing 19.05 acres and described by plat and survey of the Engineering Department of the City of Staunton, dated October 25, 1968, as follows:

Beginning at (1) a fence post, the north-eastern corner of lands of the City of Staunton and in the western line of lands of the Church of God; thence with said line N. 23° 20' E. 118.66 ft. to (2) an iron pin, northwest corner of lands of the Church of God; thence S. 56° 15' E. 544.50 ft. to (3), being the eastern corner of lands of the church and in the western line of Shutterlee Mill Road; thence N. 31° 00' E. 50.06 ft. to (4) a new corner in lands of the grantor and the western line of Shutterlee Mill Road; thence leaving the western line of the aforementioned road with three new lines thru lands of

LAW OFFICES
COCHRAN, LOYE & BLACK
STAUNTON, VIRGINIA 22401

Noted to
Clerk of Court
City Hall
Staunton, Va.
Nov. 9, 1968
J. S.
District S.
Staunton, Va.
C.C.

First plat due one year after date
 In the Deed recorded opposite hereto has been paid in full, and the vendors lien is hereby released.

July 26, 1973

Mack W. Harper

State:

Frances H. Sutton, sp. clk.

2nd
 In the Deed recorded opposite hereto has been paid in full, and the vendors lien is hereby released.

State:

See affidavit filed in this office in lieu of this presentation of the above note.

July 26, 1973

Frances H. Sutton, sp. clk.

Notes 2, 3 & 4 due 2, 3 & 4 years after date
 In the Deed recorded opposite hereto has been paid in full, and the vendors lien is hereby released.

July 26, 1973

Mack W. Harper

State:

Frances H. Sutton, sp. clk.

Notes 1, 2 & 3 due 1, 2 & 3 years

These notes, secured in the Deed recorded opposite hereto, have been produced to me marked paid and cancelled.

July 26, 1973

Frances H. Sutton, sp. clk.

LAW OFFICE
 COCHRAN, LOTT & BLACK
 STAUNTON, VIRGINIA 24401

the grantor N. 56° 15' W. 555.51 ft. to (5) a corner; thence N. 18° 44' E. 183.23 ft. to (6) a corner; thence N. 45° 14' E. 253.00 feet to (7) a post in Vincent's line, thence leaving lands of the grantor with two lines of said Vincent N. 11° 36' 34" W. 152.41 ft. to (8) a post; thence N. 16° 23' 26" W. 916.67 ft. to (9) a post; thence leaving said Vincent with a new line thru lands of the grantor S. 58° 43' 12" W. 477.35 ft. to (10) a post, being a corner in lands of the grantor and R. S. Harper; thence with R. S. Harper S. 7° 09' 52" W. 1069.52 ft. to (11) a post, being a corner in lands of the City of Staunton; thence with five lines of said City of Staunton S. 66° 36' 13" E. 73.00 ft. to (12) a post; thence N. 29° 21' 47" E. 150.00 ft. to (13) a post; thence S. 66° 36' 13" E. 150.00 ft. to (14) a post; thence S. 29° 21' 47" W. 150.00 ft. to (15) a post; thence S. 66° 36' 13" E. 351.98 ft. to the beginning; containing 19.05 acres more or less.

A copy of said plat is attached hereto and made a part of this deed.

The property hereby conveyed is a portion of certain property conveyed to Pearle V. Harper by deed of Mack W. Harper dated September 2, 1944, and recorded in the Clerk's Office of the Circuit Court of Augusta County, Virginia, in Deed Book 126, Page 99, the said Pearle V. Harper, whose name was spelled Pearl G. Harper, having subsequently died leaving her Will dated April 17, 1956, and probated in said Clerk's Office on April 21, 1956, in Will Book 117, Page 323, a copy thereof being recorded in the Clerk's Office of the Circuit Court of the City of Staunton, Virginia in Will Book 13, Page 470 under which said property was devised to her husband, the said Mack W. Harper.

Reference to said plat, Will and deed and the references therein contained is hereby made for a derivation of title and for a full and more particular description of the property hereby conveyed.

As a part of the consideration for this conveyance it is understood and agreed by and between the parties as follows:

1. The said Mack W. Harper shall be entitled to one free 3/4" water line connection with the water line of the City of Staunton and one free sewer connection with the sewer main of the City of Staunton near the present barn on the remaining property of said party of the first part adjoining the property hereby conveyed.

2. The portion of the property hereby conveyed which consists of a strip approximately 50 feet wide extending from the Schutterlee Mill Road into the residue of the tract hereby conveyed shall be graded and paved and included in the street system of the City of Staunton to the extent that the same may be so included.

3. The said Mack W. Harper expressly reserves a right of way across the property hereby conveyed as a means of ingress and egress to and from the residue of his lands north of the property hereby conveyed, said right of way to be in a location specified by said City of Staunton, it being understood that a gate will be provided by said City of Staunton on the common property line between the property hereby conveyed and the residue of the lands of said Mack W. Harper.

4. The said City of Staunton will install and maintain all necessary fencing around the property hereby conveyed.

5. The said Mack W. Harper shall have the personal privilege of paying for water used by him through the 3/4" water line connection at the same rates charged residents of the City of Staunton but this privilege shall continue only so long as said water is used by the said Mack W. Harper and this personal privilege shall terminate when his use thereof terminates by death, conveyance or otherwise.

LAW OFFICES
COCHRAN, LOYE & BLACK
STAUNTON, VIRGINIA 22401

WITNESS the following signature and seal.

Mack W. Harper (SEAL)
Mack W. Harper

STATE OF VIRGINIA,

COUNTY OF AUGUSTA, to-wit:

I, WAYNE D. CLARK, a Notary Public in and for the County of Augusta, in the State of Virginia, do hereby certify that Mack W. Harper, whose name is signed to the foregoing deed bearing date on the 4th day of November, 1968, has this day personally appeared before me, and acknowledged the same in my State and County aforesaid.

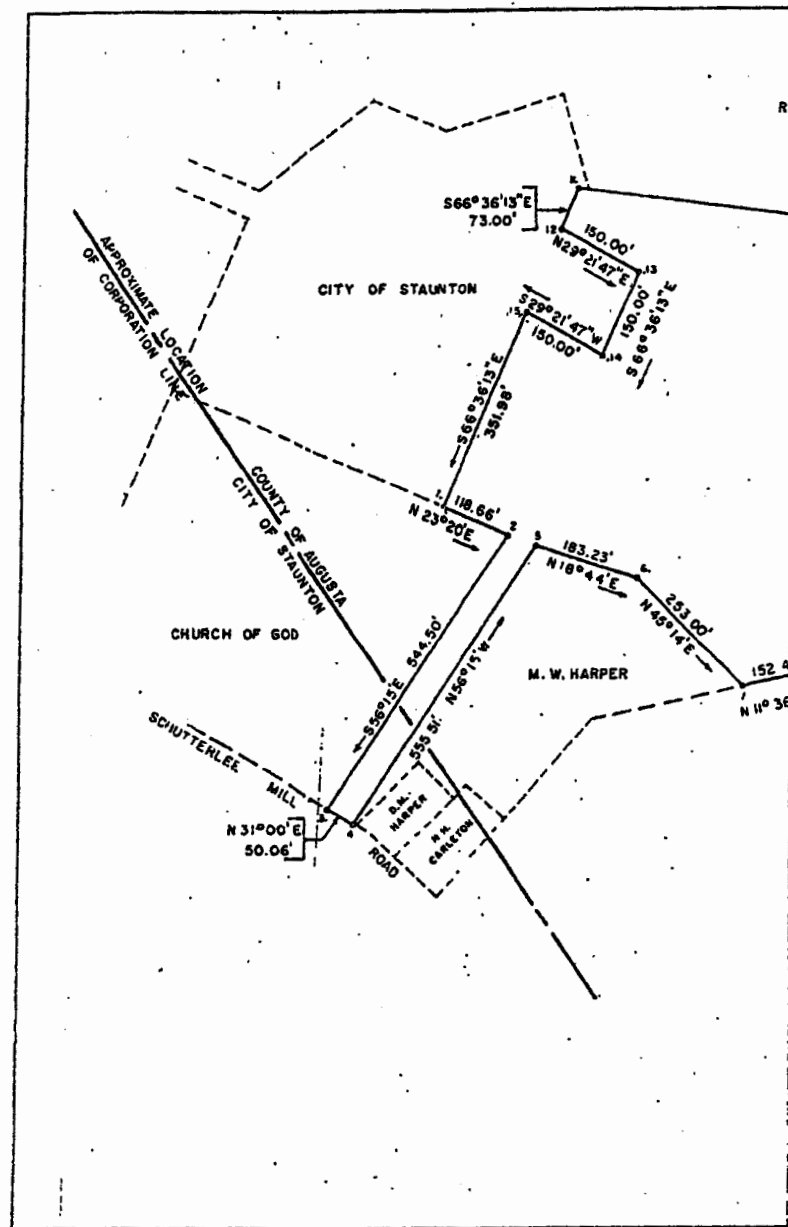
Given under my hand this 5TH day of November, 1968.

My commission expires 24TH MARCH 1970

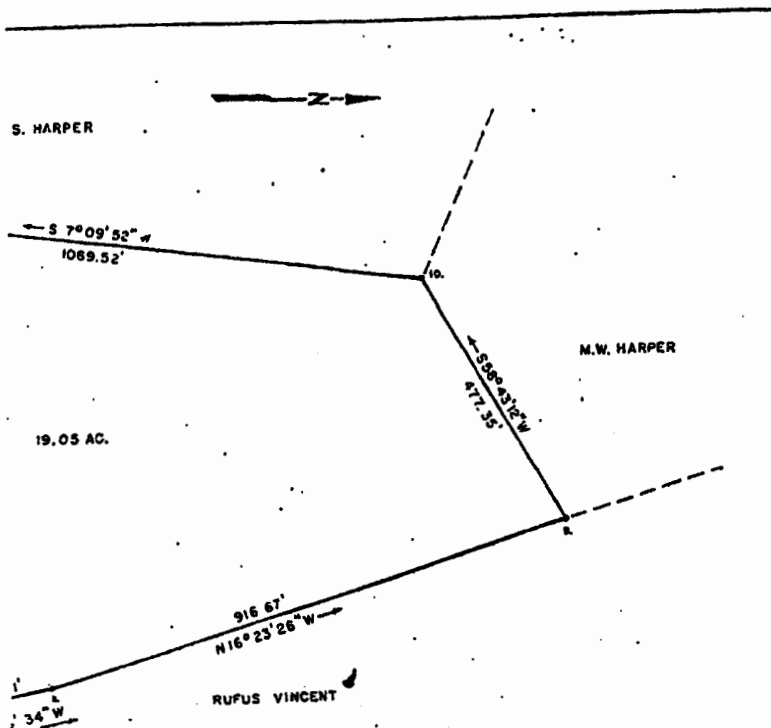
Wayne D. Clark
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of the City of Staunton. This instrument, with the certificate of acknowledgment thereto ~~and plat~~ annexed, is admitted to record at 2:15 p.m. on 11/21/68.

Teste: Edith H. Patton, Clerk



78778



PLAT SHOWING A TRACT OF LAND
TO BE CONVEYED TO
THE CITY OF STAUNTON, VA.
BY :

MACK W. HARPER

OCT. 25, 1969 . SCALE 1"=200'
ENGINEERING DEPT. CITY OF STAUNTON

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF
AUGUSTA COUNTY. THIS INSTRUMENT, WITH THE CERTIFICATE
OF ACKNOWLEDGMENT THERE TO ANNEXED IS ADMITTED TO RECORD
AT 2:15 O'CLOCK P M., November 21 1968
THE STATE TAX OF \$ ----- PAID.
TAX - SEC. 58 & 5A (b) \$ ----- PAID.
TESTE: Rudolph L. Be CLERK

CERTIFICATE OF MERGER

EXHIBIT A-2

STATE OF DELAWARE

CERTIFICATE OF MERGER OF DOMESTIC LIMITED LIABILITY COMPANIES

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Act, the undersigned limited liability company executed the following Certificate of Merger:

ARTICLE I
NAME

The name of the surviving limited liability company is TV6-W, LLC and the name of the limited liability company being merged into this surviving limited liability company TOWER ASSETS NEWCO VIII, LLC.

ARTICLE II
AGREEMENT OF MERGER

The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent limited liability companies, is on file at 4091 Viscount Avenue, Memphis, TN 38108, and will be furnished by the surviving limited liability company on request, without cost, to any member of the constituent limited liability company.

ARTICLE III
SURVIVING LIMITED LIABILITY COMPANY

The name of the surviving limited liability company is TV6-W, LLC.

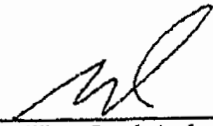
ARTICLE IV
EFFECTIVE DATE

The merger shall become effective on the 31st day of December, 2013 at 11:59p.m.

IN WITNESS WHEREOF, said surviving limited liability company has caused this certificate to be signed by an authorized person, the 26 day of December, 2013.

Surviving Entity:

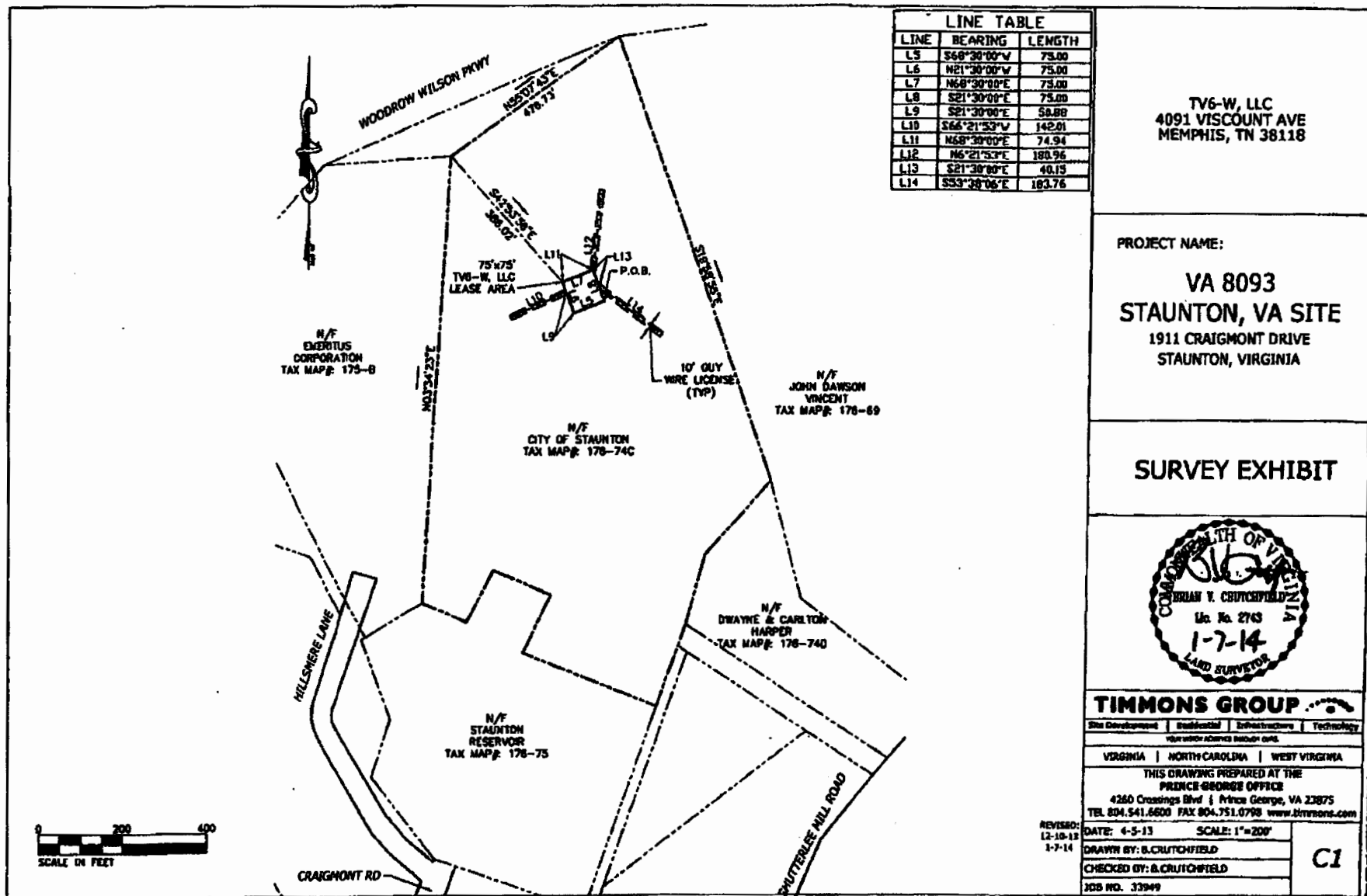
TV6-W, LLC.
TV 6 HOLDINGS, LLC, Sole Member


William Orgel, Authorized Member of TV 6 HOLDINGS, LLC

Merged Entity:

TOWER ASSETS NEWCO VIII, LLC
TV 6 HOLDINGS, LLC, Sole Member


William Orgel, Authorized Member of TV 6 HOLDINGS, LLC



POST – AS-BUILT DRAWINGS AND INVENTORY

[AT LESSOR'S OPTION]

EXHIBIT C

LESSEE'S CERTIFICATE OF INSURANCE

EXHIBIT D



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MENARD, GATES & MATHIS, INC. 6401 Poplar Ave Suite 250 Memphis TN 38119		CONTACT NAME: Marcheta Harper PHONE (A/C No. Ext): (901) 761-3100 FAX (A/C No.): (901) 763-0229 E-MAIL ADDRESS: mharper@mgm-ins.com	
INSURED TV6-W, LLC 4091 Viscount Avenue Memphis TN 38118		INSURER(S) AFFORDING COVERAGE INSURER A: Pacific Indemnity Co NAIC # 20346 INSURER B: Federal Insurance Co 20281 INSURER C: Fireman's Fund 21873 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 13-14 TV6-W, LLC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	☒ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	X	35808780ECE	6/21/2013	6/21/2014	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 1,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC					\$
	AUTOMOBILE LIABILITY					
	☐ ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
B	☒ UMBRELLA LIAB ☒ OCCUR					EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$ 5,000,000
	☐ DED ☐ RETENTION \$		79825810ECE	6/21/2013	6/21/2014	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A			WC STATUTORY LIMITS ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
C	Excess Over Primary Umbrella		SBX57875999	6/21/2013	6/21/2014	E.L. DISEASE - POLICY LIMIT \$
						Each Occurrence: \$5,000,000 Aggregate: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Staunton, Virginia and its officers and employees are named Additional Insured with regard to the General Liability as per form 80-02-2000 per written contract. 30 days notice of cancellation applies except for non-payment of premium which 10 day notice applies. Site: 1911 Craigmont Drive Staunton, VA 24401

CERTIFICATE HOLDER**CANCELLATION**

City Of Staunton, Virginia
City Attorney
PO Box 58
Staunton, VA 24402-0058

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Evans/MARC

ACORD 25 (2010/05)

INS025 (2010/05) 01

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The ACORD name and logo are registered marks of ACORD

Attachment 2



SBA Communications Corporation
8051 Congress Avenue
Boca Raton, FL 33487-1307

T + 561.995.7670
F + 561.995.7626

sbsite.com

Via Certified Mail
9314 8699 0430 0108 8658 88

June 13, 2023

City of Staunton, Virginia
Attn: City Manager
P.O. Box 58
116 W. Beverley St.
Staunton, VA 24402-0058/24401

Re: SBA Site Name: Staunton
SBA Site ID: VA17211-A-0

Renewal Notice of Lease Agreement dated January 23, 2014 (the "Agreement")

Dear Lessor:

This letter shall serve as written notice that TV6 Holdings LLC ("SBA") has elected its right to exercise its option to renew the above-noted Agreement for one (1) additional Five (5) year term as outlined in Section 2 of the Agreement.

The next renewal term of the Agreement will run from January 23, 2024 through January 22, 2029.

It is required that you provide consent to the renewal of this term by acknowledging below and returning back to my attention via email at GPerdigao@sbsite.com or by regular mail to address noted above.

If you have any questions regarding what is stated herein, please feel free to contact me directly at (800) 487-7483 ext. 7520 or via email.

SBA looks forward to a continued and pleasant working relationship with you.

Sincerely,

Gleydston Perdigao
Site Administrator I

Consented and Acknowledged By:

Lessor on behalf of the City of Staunton, Virginia

Name: _____

Title: _____

cc: Attn: City Attorney, P.O. Box 58, 116 W. Beverley St., Staunton, VA 24402-0058/24401
cc: Attn: Director of Public Works, P.O. Box 58, 1911 Craigmont Dr., Staunton, VA 24402-0058/24401

DRAFT 07.05.23

Ordinance No. 2023 -**AN ORDINANCE****TO AUTHORIZE EXTENSION OF THE LEASE AGREEMENT BETWEEN
THE CITY OF STAUNTON AND TV6 HOLDINGS LLC****Recitals**

A. The Council of the City of Staunton, at its January 23, 2014 regular meeting, conducted a public hearing regarding a proposed Lease Agreement between the City of Staunton and TV6-W, LLC, and voted to approve the Lease Agreement for lease of City property at 1911 Craigmont Drive, Staunton, VA 24401, for “Antenna Facilities” and “Ground Facilities” (an excerpt of the meeting minutes is annexed and incorporated by reference);

B. TV6-W LLC merged into TV6 Holdings LLC (TV6);

C. The Lease Agreement allows for extensions of the lease term for five (5) five-year periods;

D. The Lease Agreement’s original term commenced on January 23, 2014 and ended January 22, 2019, and TV6 requested an additional five-year lease term which was approved by City Council at its February 14, 2019 regular meeting for a term commencing January 23, 2019, and ending January 22, 2024, as evidenced by the First Amendment to Lease Agreement (a copy of which is annexed and incorporated by reference);

E. TV6 has requested an additional five-year term to the Lease Agreement the term of which would commence January 23, 2024 and end January 22, 2029 (a copy of the request is annexed and incorporated by reference);

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STAUNTON that the term of the Lease Agreement term is extended for another five-year term with the term to commence January 23, 2024 and end January 22, 2029, and the City Manager is authorized to execute an amendment to the Lease Agreement for such new five-year term in a final form approved by the City Attorney.

Introduced:

Adopted:

Effective Date:

Stephen W. Claffey, Mayor

48 ATTEST: _____
49 Kiley A. Kesecker
50 Clerk of Council

DRAFT

1 SECOND AMENDMENT TO LEASE AGREEMENT

2
3 THIS SECOND AMENDMENT TO LEASE AGREEMENT (Amendment), dated
4 this ____ day of _____, 2023, for identification, is made by and between the
5 City of Staunton, a municipal corporation of the Commonwealth of Virginia ("Lessor") and
6 TV6 Holdings LLC, a Delaware limited liability company, authorized to do business in Virginia
7 (SCC #T078531-3) ("Lessee").
8

9 WHEREAS, Lessor and Lessee, successor to TV6-W, LLC, a Delaware limited liability
10 company, entered into a Lease Agreement, dated January 23, 2014 ("Agreement"), whereby
11 Lessor leased to Lessee certain Leased Premises, that are a portion of the Owned Premises located
12 at 1911 Craigmont Drive, Staunton, VA 24401, more particularly described in Exhibit "A"
13 attached hereto;

14 WHEREAS, Lessor and Lessee desire to extend the term of the Agreement for the second
15 of five (5) Extension Periods for which provision is made in Paragraph 2 of the Agreement;

16 WHEREAS, Lessor and Lessee, in their mutual interest, further wish to amend the
17 Agreement as set forth below; and

18 WHEREAS, the Council of the City of Staunton ("City Council") adopted an ordinance
19 on _____, 2023, to authorize such extension.

20 NOW THEREFORE, in consideration of the foregoing and other good and valuable
21 consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee
22 agree as follows:
23

24 1. **Term.** The term of the Agreement is extended for the second five-year
25 Extension Period, commencing on January 23, 2024, and ending on January 22,
26 2029.
27

28 2. **Rent.** Lessee shall pay to Lessor as rent for the Leased Premises the sum of
29 \$10,657.75 per year, due on the first day of each year of the term in advance, increasing annually
30 by an amount equal to four percent (4%) of the previous year's rent.
31

32 3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between
33 the Agreement and this Amendment, the terms of this Amendment shall control. Except as
34 expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in
35 full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to
36 this Amendment.
37

38 4. **Capitalized Terms.** All capitalized terms used but not defined herein shall
39 have the same meanings as defined in the Agreement.
40
41

42 IN WITNESS WHEREOF, the parties have caused their properly authorized

SBA Site Name: Staunton
SBA Site ID: VA17211-A-0

representatives to execute and seal this Amendment on the date and year below.

LESSOR:

City of Staunton, a municipal corporation of
the Commonwealth of Virginia

By: _____

Print Name: _____

Its: City Manager

Date: _____

LESSOR ACKNOWLEDGMENT

CITY / COUNTY OF _____
COMMONWEALTH OF VIRGINIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2023,
by the undersigned.

Notary Public's Signature

(Notary Seal)

Notary Registration Number

My commission expires:

SBA Site Name: Staunton
SBA Site ID: VA17211-A-0

LESSEE:

TV6 Holdings LLC, a Delaware limited liability company

By: _____

Print Name: _____

Its: _____

Date: _____

LESSEE ACKNOWLEDGMENT

COUNTY OF PALM BEACH
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this _____ day of _____, 2023,
by the undersigned on behalf of the limited liability company.

Notary Public's Signature (Notary Seal)

Notary Registration Number

My commission expires:

AFFIDAVIT

AFFIANT, first being duly sworn, states as follows:

1. I am the _____ of TV6 Holdings LLC, a Delaware limited liability company (the "LLC").

2. I make this affidavit in support of my execution of a term extension amendment to the Lease Agreement with the City of Staunton on behalf of the LLC.

3. The Articles of Organization of the LLC that are in effect on the date of this affidavit are incorporated herein by reference and have not been amended.

4. There are no limitations on the Vice Presidents authority in the current Operating Agreement or otherwise that would prohibit, nullify, void, or otherwise invalidate the execution, any provision or binding effect of the deed of easement and maintenance agreement.

5. As of the date hereof, the LLC continues to exist and has not been dissolved for any reason, including but not limited to the bankruptcy of any Member of the LLC or the LLC itself, or the death, resignation, or expulsion of any LLC Member.

6. I acknowledge that this statement is under oath and subject to the full penalties of law.

Affiant

STATE OF FLORIDA

COUNTY OF PALM BEACH, TO-WIT:

SWORN AND SUBSCRIBED TO before me in my jurisdiction aforesaid this ____ day of _____, 2023, by _____, _____, of TV6 Holdings LLC, a Delaware limited liability company

(Notary Seal)

Notary Public

My Commission expires: _____

Notary Registration No.: _____

EXHIBIT "A"

An interest in land, said interest being over a portion of the following described parent parcel:

All that certain tract or parcel of land with all improvements thereon and appurtenances thereto belonging situate for the most part in Beverley Manor District, Augusta County, Virginia, but a small portion of which is situate in the City of Staunton, containing 19.05 acres and described by plat and survey of the Engineering Department of the City of Staunton, dated October 25, 1968, as follows:

Beginning at (1) a fence post, the north-eastern corner of lands of the City of Staunton and in the western line of lands of the Church of God; thence with said line N. 23° 20' E. 118.66 ft. to (2) an iron pin, northwest corner of lands of the Church of God; thence S. 56° 15' E. 544.50 ft. to (3), being the eastern corner of lands of the church and in the western line of Shutterlee Mill Road; thence N. 31° 00' E. 50.06 ft. to (4) a new corner in lands of the grantor and the western line of Shutterlee Mill Road; thence leaving the western line of the aforementioned road with three new lines thru lands of the grantor N. 56° 15' W. 555.51 ft. to (5) a corner; thence N. 18° 44' E. 183.23 ft. to (6) a corner; thence N. 45° 14' E. 253.00 feet to (7) a post in Vincent's line, thence leaving lands of the grantor with two lines of said Vincent N. 11° 36' 34" W. 152.41 ft. to (8) a post; thence N. 16° 23' 26" W. 916.67 ft. to (9) a post; thence leaving said Vincent with a new line thru lands of the grantor S. 58° 43' 12" W. 477.35 ft. to (10) a post, being a corner in lands of the grantor and R. S. Harper; thence with R. S. Harper S. 7° 09' 52" W. 1069.52 ft. to (11) a post, being a corner in lands of the City of Staunton; thence with five lines of said City of Staunton S. 66° 36' 13" E. 73.00 ft. to (12) a post; thence N. 29° 21' 47" E. 150.00 ft. to (13) a post; thence S. 66° 36' 13" E. 150.00 ft. to (14) a post; thence S. 29° 21' 47" W. 150.00 ft. to (15) a post; thence S. 66° 36' 13" E. 351.98 ft. to the beginning; containing 19.05 acres more or less.

LESS AND EXCEPT that portion of property conveyed to Commonwealth of Virginia from City of Staunton, Virginia, a municipality by Deed dated September 29, 1988 and recorded February 22, 1989 in Deed Book 292, Page 458.

AND BEING a portion of the same property conveyed to City of Staunton, a Virginia municipal corporation from Mack W. Harper by Deed dated November 04, 1968 and recorded November 21, 1968 in Deed Book 543, Page 17.

Tax Parcel No. 10121

**NOTICE OF PUBLIC HEARING
REGARDING PROPOSED LEASE RENEWAL
BETWEEN THE CITY OF STAUNTON
AND TV6 HOLDINGS LLC**

A public hearing will be held during the regular meeting of Staunton City Council at 7:00 p.m. on Thursday, September 28, 2023, in the Rita S. Wilson Council Chambers, located on the first floor of City Hall, 116 West Beverley Street, Staunton, Virginia, to consider authorizing the City Manager to enter into an agreement with TV6 Holdings LLC, to renew an existing lease for another five-year term to be used for “Antenna Facilities” and “Ground Facilities” at 1911 Craigmont Drive, Staunton, VA (PID 10121) where the City’s Public Works Department and Water Treatment Plant are located.

The proposed lease renewal is authorized by City Charter Section 11, Second, and Virginia Code § 15.2-1800.

A copy of the proposed lease agreement is available for inspection and review during normal working hours at the office of the Clerk of Council and at the office of the City Manager.

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

Kiley A. Kesecker
Clerk of Council

Ad to be published in The News Leader as a boxed legal notice on Wednesday, September 13, 2023 and Wednesday, September 20, 2023.

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	September 28, 2023	Amanda Kaufman Assistant City Manager
Item #	D	
Department:	City Manager’s Office	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Area: Responsive, Efficient Government Values: Integrity Inclusion & Equity	
Subject:	Presentation from Valley Community Services Board Regarding Proposed Crisis Receiving Center & Crisis Stabilization Unit Project	

Background: The Valley Community Services Board (VCSB) has developed a preliminary plan for a regional Crisis Receiving Center and Crisis Stabilization Unit. The VCSB has submitted a grant application to the State in the amount of \$26M for this project. Dr. Kimberly McClanahan, Executive Director of the VCSB will provide an overview of the project to City Council and answer any associated questions.

Attachment: Valley Community Services Board's Power Point presentation regarding the proposed Crisis Receiving Center & Crisis Stabilization Unit project.

City Manager's Recommendation: Not Applicable

Suggested Motion: Not Applicable

City Manager: Leslie Beauregard



Valley Community Services Board
(VCSB)

Crisis Services: Meeting Needs Saving Lives

Presentation to Staunton City Council

Kimberly K. McClanahan, Ph.D.

Executive Director

September 28, 2023

Who Are We

A Brief History

- Your friendly neighborhood publicly funded behavioral health organization serving Augusta and Highland counties and Staunton and Waynesboro cities established June 15, 1971 per 37.2-500 of the Code of Virginia
- By statute, CSBs are the single point of entry into publicly funded mental health, developmental, and substance use disorder services
- There are 40 CSBs in Virginia divided into five (5) regions. VCSB is one of nine (9) CSBs in Region 1 which is considered rural; the other CSBs in the region are Alleghany Highlands, Harrisonburg-Rockingham, Horizon, Northwestern, Rappahannock Area, Rappahannock-Rapidan, Region 10, Rockbridge
- VCSB is considered a rural CSB with a medium-sized budget at approximately 22 – 24 million dollars



VCSB

OUR MISSION

- VCSB's mission is to provide community-based behavioral health, developmental disability, and substance use services to the citizens in the counties of Augusta and Highland and the cities of Staunton and Waynesboro
- In FY'22, VCSB served 5689 unduplicated individuals from its catchment area and 882 from across the Commonwealth, with a total number of clients served: 6571
- 1809 of those individuals were residents of Staunton



Glossary of Acronyms

- CRC: Crisis Receiving Center
- CSU-D: Crisis Stabilization/Detox Unit
- ECO: Emergency Custody Order
- TDO: Temporary Detention Order
- ED: Emergency Department
- LEO: Law Enforcement Officer
- VCSB: Valley Community Services Board
- DBHDS: Department of Behavioral Health and Developmental Services



Brief Definitions

- A CRC is a 23-hour intervention and observation program used to help the consumer stabilize to the point where inpatient hospitalization is no longer required.
- A CSU-D is a short-term, i.e., generally 5-7 days, but may be up to 15 days, where a client can become stabilized through assessment, treatment, and medication. It can be a “step-up” from the CRC or, potentially, a “step-down” from hospitalization.

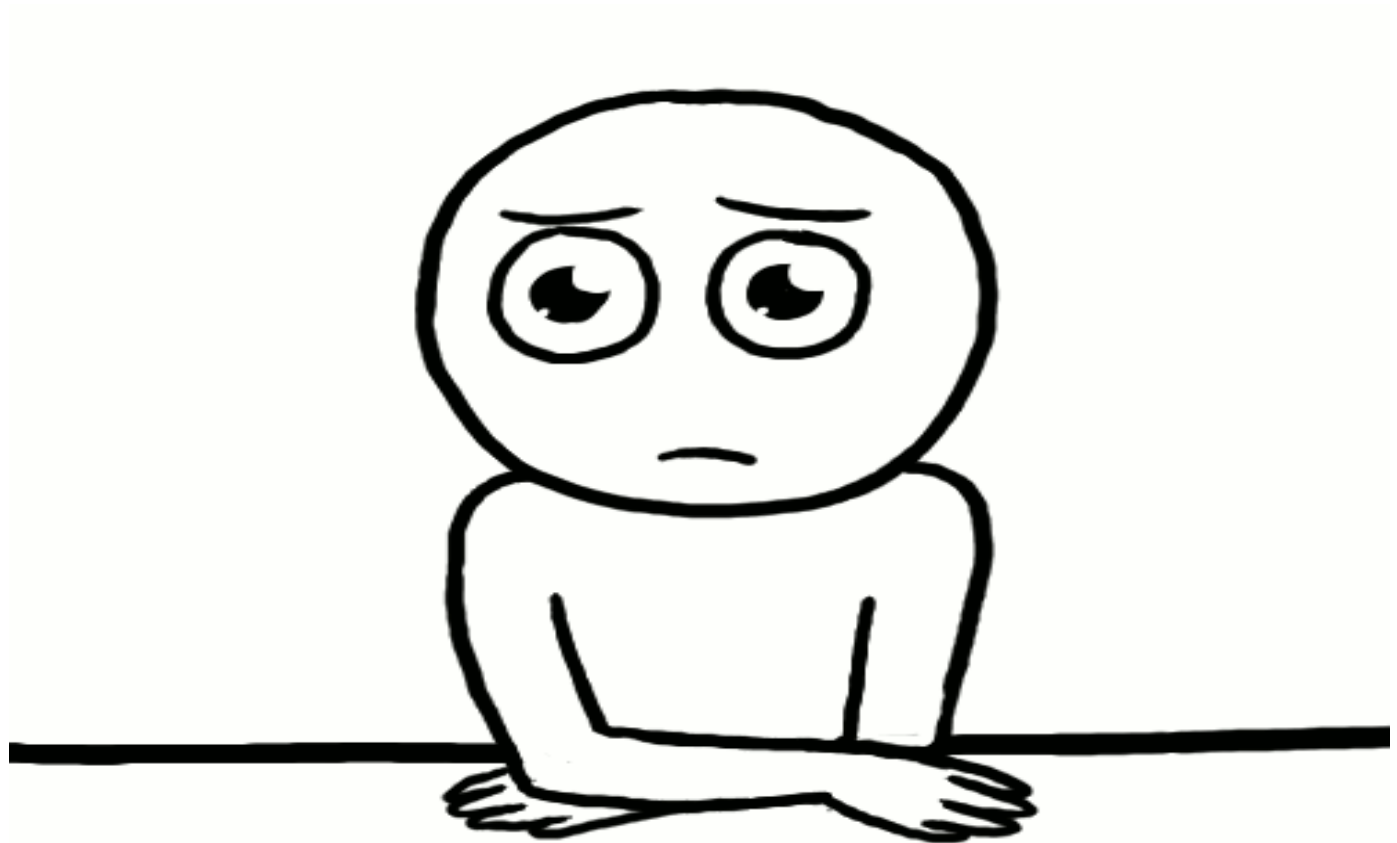


COMPREHENSIVE CRISIS CONTINUUM

- Emergency services
- Limited Crisis Support Services
- 24/7 telephone support 988
- Regional Mobile crisis
- ECO/TDO

❖ What's Missing?

- Emergency Department
- Hospital



A CRC/CSU-D

16 beds

Flex beds for both crisis intervention and detoxification serving all genders

Dedicated drop-off space for first responders and will accept TDOs

16 Observation Chairs for up to 23 hours located in a combined but separate space

Capacity to perform medical clearance in most cases

Group space with other services that can be used for crisis stabilization treatment



The Counties of Augusta and Highland, and the Cities of Staunton and Waynesboro

CRISIS RECEIVING CENTER CRISIS STABILIZATION UNIT/DETOX

Feasibility Analysis and Study of a Crisis Stabilization
and Detoxification Center as a Coordinated
Behavioral Health Service Line within Augusta County
and Surrounding Service Area

A study spearheaded by Augusta Health

2018



CRISIS RECEIVING CENTER CRISIS STABILIZATION UNIT/DETOX

National Guidelines for Behavioral Health Crisis Care- A Best Practice Toolkit (SAMHSA, 2020)

Minimum Expectations to Operate a Crisis Receiving and Stabilization Service

- Accept all referrals, i.e., anyone, anywhere and anytime
- Medical clearance not needed prior to admission
- Services should address mental health and substance use crisis issues
- Capacity to assess physical health and deliver care for minor challenges
- Offer walk-in and first responder drop-off options



CRISIS RECEIVING CENTER CRISIS STABILIZATION UNIT/DETOX

National Guidelines for Behavioral Health Crisis Care- A Best Practice Toolkit (SAMHSA, 2020)

Minimum Expectations to Operate a Crisis Receiving and Stabilization Service (cont.)

- Be staffed at all times (24/7/365) with a multidisciplinary team, i.e., psychiatry, nursing, licensed clinicians, peers
- Have capacity to accept all referrals at least 90% of the time with a no rejection policy for first responders
- Screen for suicide and violence risk and complete more comprehensive assessments when clinically indicated



Community Health Needs Assessment (2022)



- Prioritization of Health Needs by 95 Community Stakeholders
 - 1) Mental Health
 - 5) Substance Abuse

Assessment sponsored by Augusta Health

CRISIS STATISTICS

STATISTICS IN OUR SERVICE AREA
Community Health Needs Assessment (2022)

Category	United States	Virginia	Our Area*
Suicides per 100,000	13.9	13.4	22.7
Drug-Induced Deaths per 100,000	21.0	19.0	14.8
Deaths associated with Cirrhosis/Liver Disease per 100,000	11.9	10.4	14.5
Adults Currently Receiving help for a Mental or Emotional problem	16.8%	-	22.9%
Adults Diagnosed with Depression	20.6%	17.2%	28.6%

*As of 2020

Issues with Placement at the ED and Hospital

- Higher potential for incarceration
- Crowding of EDs
- Higher rates of referral to expensive inpatient treatment when unnecessary
- LEOs are spending their time in EDs rather than performing the jobs for which they trained
- Access to immediate treatment is limited



DO CRCs/CSU-Ds WORK TO SAVE LIVES AND MONEY

National Guidelines for Behavioral Health Crisis Care- A Best Practice Toolkit (SAMHSA, 2020)

- Studies as far back as 1989 suggest that CRCs and CSU-Ds work, save money, and provide much needed treatment for acutely psychiatrically ill individuals.



DO CRCs/CSU-Ds WORK TO SAVE LIVES AND MONEY

National Guidelines for Behavioral Health Crisis Care- A Best Practice Toolkit (SAMHSA, 2020)

HOW ABOUT VIRGINIA?

Research strongly suggests that a significant number of criminal justice and emergency department diversions can take place at receiving centers in Virginia. In addition, a significant percentage of consumers who would have been detained for 72 hours under the current system may be released into their local community with a lower acuity level and linkage to lesser restrictive services. The goal of 23-hour intervention and observation is to help the consumer stabilize to the point where inpatient hospitalization is no longer required. **Aside from FUNDING, there are few roadblocks to making this type of critical service available to a great number of residents of Virginia** (DBHDS Vision: A Life of Possibilities for All Virginians (2020)).



Crisis Stabilization Centers nearest to VCSB service area

Center and Location	Mileage One Way	Bed Capacity	License Type
Harrisonburg-Rockingham CSB Arbor House Harrisonburg, VA	29 miles	7 Beds	Psychiatric/ TDO
Region 10 CSB Wellness Recovery Charlottesville, VA	40 miles	14 Beds	Psychiatric/TDO and Co-occurring SUD
Horizon BH Courtland Center Lynchburg, VA	75 miles	10 Beds	Psychiatric/Detox and TDO
Blue Ridge CSB Roanoke, VA	88 miles	16 Beds	Psychiatric/TDO and Co-occurring

Who Benefits from a CRC/CSU-D

First and Foremost, Our Citizens in Need

- VCSB completed 742 TDOs in FY'22, approximately 61 per month.
- How many of those would have been appropriate to be served in a CRC/CSU-D?



Who Benefits from a CRC/CSU-D

- **Law Enforcement:** LEOs can drop-off the consumer and go about their business instead of staying with the consumer in the ED, which can be as many as 4-5 days
- **Augusta Health:** The ED can return to using most of its resources for physical health emergencies (this does not mean that consumers will never need to be seen at the ED even if there is a CRC/CSU-D)
- **Economy:** The CRC/CSU-D will create around 100 jobs for the area



What's Happened Since March

- The Department of Behavioral Health and Developmental Services (DBHDS) sent a call for proposals to CSBs wanting to stand up CRCs and CSU-Ds.
- VCSB sent a proposal asking for funds for both a CRC and CSU-D.
- The proposal was submitted June 15, 2023.
- To date, we do not know the outcome for our proposal, at least in part due to the fact that the state budget for the fiscal year has not yet been signed.
- If approved, architects familiar with these types of projects estimate a 24-month turn-around time before opening.



What's Happened Since March

- 27-page Proposal with costs included, **thanks to our Augusta Health partners.**
- Total Capital Costs estimated at \$26,461,472 for a 25,000 square foot building
- Total Personnel Costs for CRC: \$2,206,514 for 26 staff
- Total Personnel Costs for CSU-D: \$2,237,114 for 26 staff
- Approximately 1 – 1.5 million dollars in additional operating expenses over a 5-year period



VCSB Crisis Receiving Center / Crisis Stabilization Unit

CRC/CSU-D New Build Pro Forma - DEMAND MODEL

		Year 1	Year 2	Year 3	Year 4	Year 5
Incremental Volume						
CRC Days		1,684	1,976	2,397	2,689	2,981
CSU-D Days		2,580	2,838	3,709	3,870	4,031
Total Incremental Days		4,264	4,814	6,106	6,559	7,012
Operating Revenue						
CRC Net Revenue		1,285,902	1,508,874	1,830,349	2,053,320	2,276,292
CSU-D Net Revenue		1,656,360	1,821,996	2,381,018	2,484,540	2,588,063
Other Funding		1,734,722	1,734,722	984,722	984,722	984,722
Locality Match		684,722	684,722	684,722	684,722	684,722
VCSB		300,000	300,000	300,000	300,000	300,000
DBHDS Funds (CRC/CSU-D)		750,000	750,000			
DBHDS Funds (Security Expenses/CITAC)		217,260	217,260	217,260	217,260	217,260
Revenue Deduction for Unreimbursed Days (15%)		(441,339.36)	(499,630)	(631,705)	(680,679)	(729,653)
TOTAL OPERATING REVENUE		4,235,645	4,565,961	4,564,384	4,841,903	5,119,423
TOTAL OPERATING EXPENSES		3,408,161	4,167,146	4,754,010	5,002,273	5,250,619
INCOME (LOSS) FROM OPERATIONS		827,484	398,815	(189,626)	(160,369)	(131,196)
Less Depreciation		858,488	858,488	858,488	858,488	858,488
CASH FLOW	(26,461,472)	1,685,972	1,257,303	668,862	698,119	727,292
CAPITAL INVESTMENT	26,461,472					

Volume Assumptions

- Augusta Health based volume assumptions upon their calculations of ED visits, as appropriate, i.e., those patients who could have been served in a CRC/CSU-D rather than the ED.
- ED visits Years 1-2: 516
- ED visits Years 3-5: 645
- To be conservative, only 40% of those visits were used to calculate potential volume.



Volume Assumptions

- CRC
- Each CRC 'Visit' is 0-23 hours, which will be referred to as an average length of stay (ALOS) of 1 day. Of the 'AH Offset Visit's' each of these is multiplied by the ALOS to arrive at a number of 'Days' to match the payment per diem. In addition to the AH Offset Cases, there is an additional Non-AH Visits target that is calculated on 100% occupancy of the 16-chair model (16 chairs x 365 days/year = 5,840 total available occupancy). The percent capture for this target is ramped up over the 5-year projections (Yr1-20%, Yr2-25%, Yr3-30%, Yr4- 35%, Yr5-40%). The Non-AH Visits are estimated to come from referral sources other than the local ED, like walk-ins, law enforcement, other regional medical facilities, court-ordered



Volume Assumptions

- CSU-D
- Each CSU-D 'Visit' is estimated to be an ALOS of 5 days. Of the 'AH Offset Visits' each of these is multiplied by the ALOS to arrive at a number of 'Days' to match payment per diem. In addition to the AH Offset Case Days, there is an additional Non-AH Visits target that is a capture percentage of the AH Offset Visits. This capture percentage is ramped up over the 5- year projections (Yr1-0%, Yr2-10%, Yr3-15%, Yr4-20%, Yr5-25%). The Non-AH Visits are estimated to come from referral sources other than the local ED, like walk-ins, law enforcement, other regional medical facilities, court-ordered.



Funding Sources

- Currently, 1 million from DBHDS through ARPA funds
- 1.5 million from DBHDS allocated in state general funds for FY'24
- Have submitted a Department of Justice grant for \$550,000
- Locality match funds \$684,722 for FY'24
- Working on a 501c3 which can be used for fundraising in the future
- Looking for additional grants
- Potential for Congressionally Directed Spending in FY'25
- Hope for full funding or mostly full funding from DBHDS in response to VCSB's grant proposal
- 1.5 million committed from VCSB over 5 years for operating expenses
- VCSB's localities have been granted a planning grant for the use of Opioid Abatement funds so it is unclear as to whether any of the actual funds could be used toward a detox center

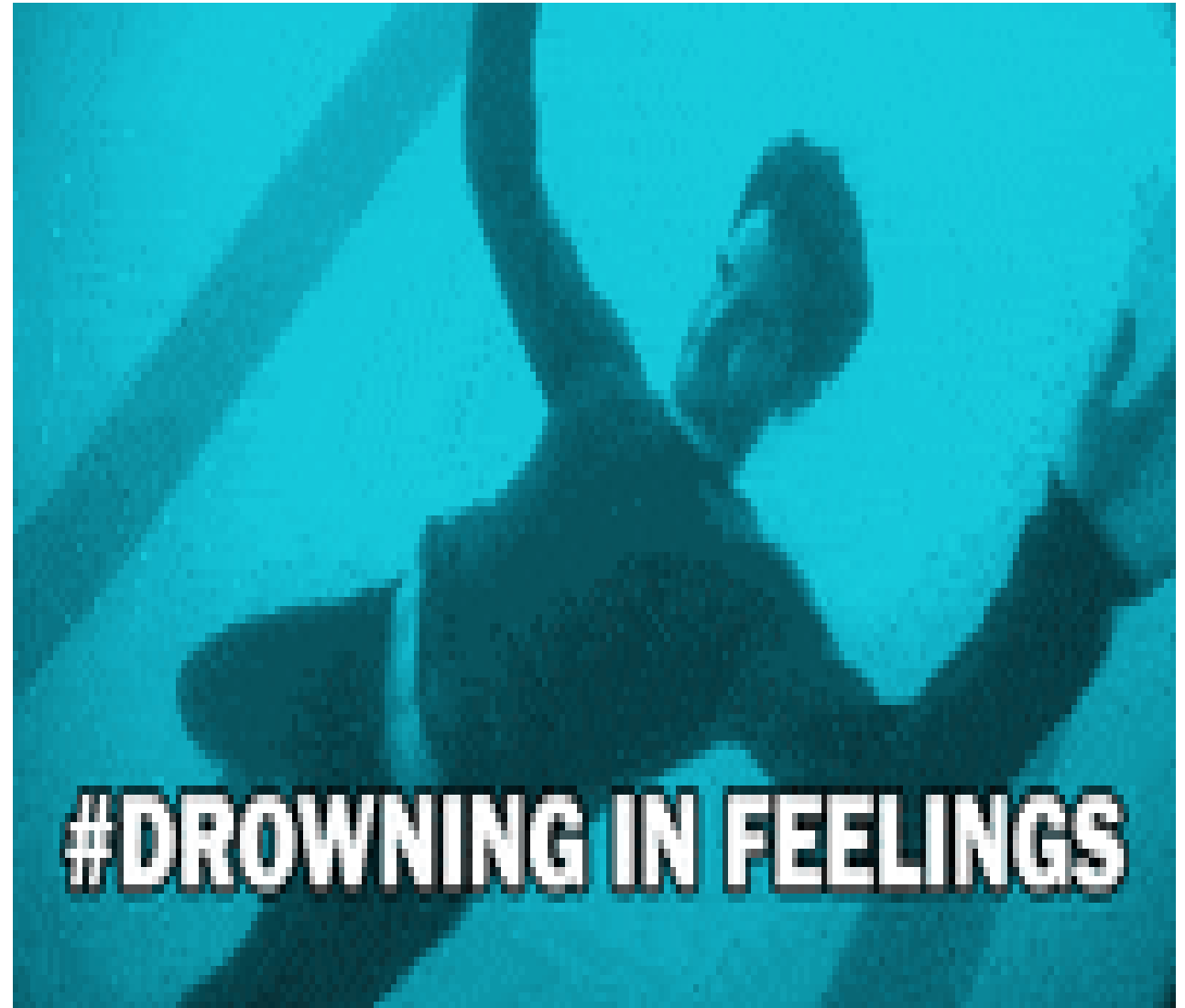


LEOs Need Help Before 2025



BARRIERS

- Money, money, money
- Staff
- Lack of understanding regarding the need
- Lack of community engagement and commitment



Letters of Support

- Emmet Hanger, 24th Senatorial District
- Mark D. Obenshain, 26th Senatorial District
- Chris Runion, 25th House of Delegates District
- John Avoli, 20th House of Delegates District
- Ellen Campbell, 24th House of Delegates District

Letters of Support

- County Administrator, Augusta County
- Sheriff, Augusta County
- Chief of Police, Staunton
- City Manager, Waynesboro
- Chief of Police, Waynesboro
- * President and CEO, Augusta Health

Letters of Support

- Chair, Blue Ridge Criminal Justice Board
- Coordinator, Blue Ridge Crisis Intervention Team
- Superintendent, Middle River Regional Jail
- Assistant Director, Service Programs, DSS, Shenandoah Valley
- * Chair, VCSB Board of Directors



*Thank
You*



Kimberly K McClanahan, Ph.D.

Email: kmcclanahan@vesb.org

Phone: 540-213-7554

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	September 28, 2023	Staff Member: Rodney Rhodes
Item #	E	
Department:	Community Development – Planning and Zoning	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Responsive, Efficient Government Strategic Area: Infrastructure; Built Environment	
Subject:	Resolution of Support for Revenue Sharing Grant Application to extend the Churchville Avenue Streetscape, from Albemarle Avenue to Thornrose Avenue	

Background: The Virginia Department of Transportation (VDOT) has notified localities that applications may now be submitted to VDOT for revenue sharing projects to be funded in fiscal year 2027-2028. Under the revenue sharing program, VDOT will reimburse localities for 50% of eligible costs for projects accepted into the program. The deadline for submitting applications in the current funding round is October 2, 2023.

The Planning Division of the Community Development Department is recommending that City Council consider approving a revenue sharing application to VDOT to complete the streetscape along Churchville Avenue, from Albemarle Avenue to Thornrose Avenue. The project includes milling and repaving the street, a new brick sidewalk, moving overhead utilities underground, new street lights and additional landscaping. The project was included in the Capital Improvement Plan FY2024-FY2028 and the Staunton Greenways Plan, adopted by City Council in December 2020. Implementing the streetscape plan along this block will complete an enhanced pedestrian route from downtown, by way of Central Avenue, along Churchville Avenue to Gypsy Hill Park.

The preliminary cost estimate for the project is \$2,209,506. Staff recommends that the City request \$1,104,753 in VDOT revenue sharing funds for the project with the remainder of the funds coming from City's reserves. Approximately \$283,000 of the City's matching funds would come from left over funding from the Central Avenue streetscape project, with the remainder most likely coming out of the New Sidewalk Reserve.

Attachments:

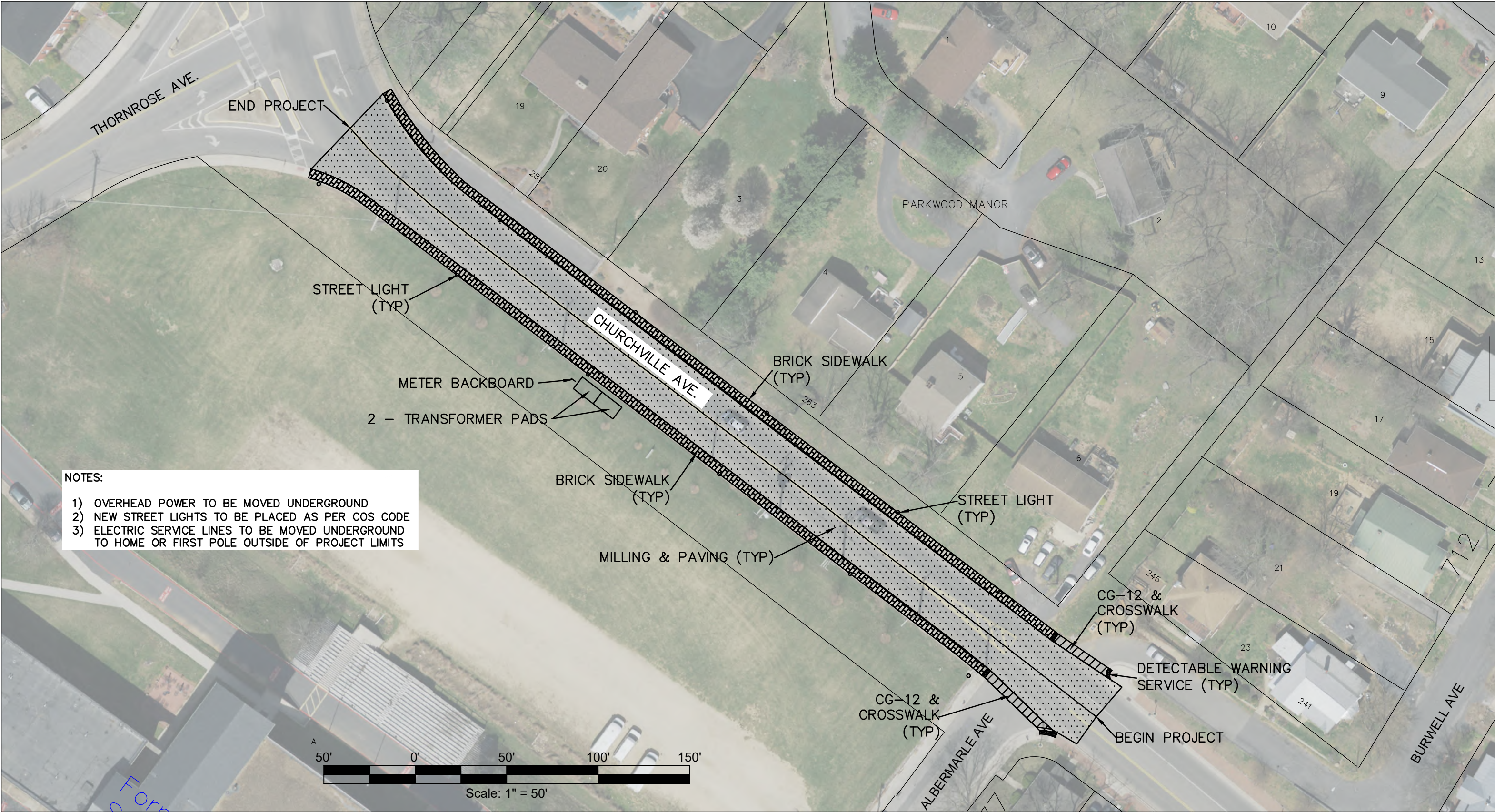
Attachment 1—Preliminary Project Sketch

Attachment 2—Draft Resolution

City Manager's Recommendation: Recommend the resolution be adopted as presented.

Suggested Motion: I move to adopt the resolution as presented approving submittal of an application to the Virginia Department of Transportation for revenue sharing funds to pay for eligible costs of extending the streetscape along Churchville Avenue, from Albemarle Avenue to Thornrose Avenue.

City Manager: Leslie Beauregard



CITY OF STAUNTON

Engineering Division
116 W. Beverley St., P.O. Box 58, Staunton, VA 24402
540-332-3858

CHURCHVILLE AVE STREETScape

JUNE 30, 2023

SH. 1 OF 1

**RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
APPLYING FOR \$1,104,753 IN VIRGINIA DEPARTMENT OF
TRANSPORTATION REVENUE SHARING FUNDS**

At a regularly scheduled meeting of the Staunton City Council held on September 28, 2023, the following resolution was adopted:

WHEREAS, the Staunton City Council desires to submit an application for an allocation of funds of up to \$1,104,753 through the Virginia Department of Transportation Fiscal Year 2025, Revenue Sharing Program, with funding anticipated in FY2027-2028; and,

WHEREAS, \$1,104,753 of these funds are requested to fund streetscape improvements along Churchville Avenue, from Albemarle Avenue to Thornrose Avenue; and,

WHEREAS: The Staunton City Council hereby supports this application for an allocation of \$1,104,753 through the Virginia Department of Transportation Fiscal Year 2025 Revenue Sharing Program.

NOW THEREFORE BE IT RESOLVED, that the Council of the City of Staunton hereby commits to fund its local share of preliminary engineering, right-of-way and construction (as applicable) of the project(s) under agreement with the Virginia Department of Transportation in accordance with the project financial document(s).

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute all agreements and/or addendums for any approved projects with the Virginia Department of Transportation.

ADOPTED this 28 day of September 2023.

Introduced:

Adopted:

Effective:

Stephen W. Claffey, Mayor

Attest: _____
Kiley A. Kesecker, Clerk of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	September 28, 2023	Staff Members: Billy Vaughn Amanda DiMeo
Item #	F	
Department:	Economic Development	
Alignment with Staunton Plan (Value /Strategic Area):	Strategic Area: Economic Development	
Subject:	Consideration of a Resolution Approving an Application to the Virginia Economic Development Partnership for a Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund Remediation Grant for the Arcadia Project	

Background: The Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund (VBAF) was established pursuant to § 10.1-1237 of the Code of Virginia of 1950, as amended (the Code), to provide either grants or loans to local governments to promote the restoration and redevelopment of brownfield sites and to address environmental problems or obstacles to reuse so that these sites can be effectively marketed to new economic development prospects.

VBAF Site Assessment and Planning Grants (Grant) are to be used to help fill a financing gap for projects or phases of work for such restoration and redevelopment that have not already commenced. The grant is not available to reimburse for costs already incurred for a project or a phase of work that has begun or is already completed. Grants, in amounts of up to \$50,000, are available to assist with the costs of:

- environmental and cultural resource site assessments;
- development of remediation and reuse plans;
- the necessary removal of human remains, the appropriate treatment of grave sites, and the appropriate and necessary treatment of significant archaeological resources, or the stabilization or restoration of structures listed on or eligible for the Virginia Historic Landmarks Register; or the

- demolition and removal of existing structures, or other site work necessary to make a site or certain real property usable for new economic development.

Project Description: The proposed project will transform the long vacant historic Dixie Movie Theater into an entertainment and educational center with a mission of connecting people through culture and creativity. This project expects to remit more than \$750,000 in new state and local tax revenue over 10 years. It will also provide needed space for Staunton's lively creative arts scene. The redevelopment will create four spaces: a movie theater/lecture hall; an event space that will host conferences and live performances; two classrooms; and a small specialty food café. Proposed work under this VBAF grant will address previously recognized environmental conditions (REC's).

Scope of Work Description: A study conducted by *Palmer Asbestest Company* identified areas of asbestos contamination throughout the facility. Notably, all the acoustical ceiling and wall plaster (Kalite Plaster) contains asbestos and lead paint exists on a wall in the basement as well as on the fire escape stairs. Proposed work under this VBAF grant would: remediate remaining contaminated ceiling plaster beneath right and left balconies; demolish and remediate several walls in contact with asbestos laden ceilings; affix additional horizontal wall girts to contaminated exterior auditorium walls to enable subsequent entombment of at a later phase of redevelopment, remove lead-based paint on wall in basement, and on the exterior fire stairs.

Budget: The total budget for this phase of the project is \$50,000. Additional investments will be made by private donations, bank loans, and subsequent grant funding for full redevelopment of the site, which is estimated at \$3 million and includes final design and engineering, and building improvements for the new community arts center. During the project's most recent phase, the Arcadia Project raised over \$1 million from local donors and real estate proceeds. The Industrial Revitalization Fund (IRF), through the Virginia Department of Housing and Community Development, awarded a \$1.5 million grant in August 2023.

Local Match: The Arcadia Project will provide the required local match. The project will utilize previously expended funds from its 2022 IRF Planning Grant totaling \$98,456. The total local project match for this phase of the project is \$98,456.

Request: Staff is recommending that the City, on behalf of the Arcadia Project, submit an application to the Virginia Economic Development Partnership (VEDP) for a Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund (VBAF) Remediation Grant. The maximum grant award is \$50,000 and requires a dollar-for-dollar match. The Arcadia Project will utilize previously expended funds as the required match.

To proceed with the application a resolution of support is required, evidencing the City's support for this project, and the Arcadia Project commitment to fund the local match. Such a resolution is attached for Council's consideration.

Fiscal Impact: No direct cash match is required of the City for this grant. The grant implementation process would, however, require staff time for grant administration, monitoring, and reporting.

Pamela Mason Wagner, Executive Director, Arcadia Project and/or Elaine Echols, Grant Coordinator will provide a brief overview of the grant application.

Attachments:

Attachment 1—The Arcadia Project - Site Assessment & Planning Grant Application and supporting documentation

Attachment 2—Resolution Approving an Application to The Virginia Economic Development Partnership for A Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund Remediation Grant for the Arcadia Project

City Manager's Recommendation: Recommend that Council authorize that the City apply for and accept, if awarded, a Virginia Economic Development Partnership Grant through the Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund on behalf of The Arcadia project.

Suggested Motion: I move to adopt a resolution approving an application to the Virginia Economic Development Partnership for a Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund Remediation Grant, and to authorize the City Manager or designee to sign and submit appropriate documents, and to take such actions as she deems necessary in connection with the proposed grant application.

City Manager: Leslie M. Beauregard

Virginia Brownfields Restoration & Economic Redevelopment Assistance Fund

Site Assessment & Planning Grant
Application

FY 2023

City of Staunton, Virginia
Former Dixie Theater
123-125 E. Beverley Street,
Staunton, Virginia

***Virginia Brownfields Restoration and Economic Redevelopment
Assistance Fund (VBAF)***

Site Assessment & Planning Grant Application

***City of Staunton, Virginia
Former Dixie Theater
123-125 E. Beverley Street,
Staunton, Virginia***

September 28, 2023

Attention:

Leah Harrison
Incentives Coordinator
Virginia Economic Development Partnership
901 E. Cary Street, Suite 900
Richmond, VA 23219
804.545.5654
lharrison@vedp.org
J. Meade R. Anderson, CPG
Brownfields & Voluntary Remediation

Program Manager
Dept. of Environmental Quality
P.O. Box 1105
Richmond, VA 23218
804.698.4179
J.Meade.Anderson@deq.virginia.gov

Part I – Applicant

- 1. Applicant:** City of Staunton, Virginia
- 2. Site:** Former Dixie Theater
123-125 E. Beverley St,
Staunton, VA, 24401

3. Prior VBAF Program Grants:

Staunton was awarded \$50,000 in FY 2021 (VBAF #3) for the Arcadia Project. This project included the remediation work associated with the renovation of the Old Dixie Theater in Staunton, VA. The work included the proper removal & disposal of the acoustical ceilings panels and fiberglass insulation below the asbestos plaster in the theaters; the floor tiles and mastic in the lobby; the cementitious ceiling/ panels in the lobby; the roof flashing and roof decking on the rear roof of the building; and the installation of wall girts in the asbestos plaster walls of the theaters.

Staunton was awarded \$431,200 in FY 2019 (VBAF #2) for Staunton Crossing. The funds will support the removal and disposal of hazardous materials at the former Western State Hospital property on Richmond Avenue, a critical step in preparing the development for potential investors.

Staunton was awarded a \$50,000 VBAF assessment grant in FY2012 (VBAF #1) for the former Robert E Lee High School property, which was subsequently renovated and converted to a senior housing facility. Environmental studies associated with the project included Phase I and II Environmental Site Assessments (ESAs) for approximately 3 acres, formerly used as an athletic field, of the nearly 6-acre property. The ESAs evaluated the environmental conditions of the site and provided recommendations for management of impacted fill material near Peyton Creek prior to handling and removal. The environmental assessments were completed in August 2012. The property, purchased in 2008 by Octagon Partners of Charlottesville, has been preserved and its former classrooms have been transformed into 62 apartments, community spaces, and an epicenter of activity for the senior population.

4. Primary Contact: **Billy Vaughn**
Director, Community and Economic Development
Departments
City of Staunton
116 W. Beverley St #3
Staunton, VA 24401
(540) 332-3869 (phone)
vaughnwl@ci.staunton.va.us

Secondary Contact: Pamela Mason Wagner, Executive Director,
Arcadia Project
P.O. Box 571
Staunton, VA 24402 info@thearcadiaproject.org
(540) 885-3211 work, (917) 621-7660 cell

5. Grant Request: **\$50,000**

6. Certification:
To the best of my knowledge and belief, the information contained in this application is true and correct and the application has been duly authorized by the governing body of the applicant.

William L. Vaughn
Director, Community and Economic Development
Departments, City of Staunton, VA
(Date)

Part II – Site

1. Site identification:

Tax Lot 3 Blk U, Parcel ID # 3367 is a two-story historic movie theater (formerly the Dixie). The 10,741 sq. foot building occupies the entire lot. The site is privately owned by New Theatre, LLC, a wholly owned subsidiary of the non-profit Arcadia Project, tax ID no. 54-2003615. In 2022 this property received a \$100,000 IRF Planning Grant to prepare for rehabilitation and in 2023, the property was awarded a \$1.5M IRF grant.

2. Site Description:

The vacant historic theater at 123-125 E. Beverley Street anchors the east end of Staunton's downtown Business District. It lies within a designated Virginia Main Street District, a Tourism Zone, and a nationally registered historic preservation district. Its 1936 façade featuring theatrical faces, and colorful terra cotta tile windows is a unique example of Art Moderne design. Steps away from American Shakespeare Center, and Woodrow Wilson Museum and Library, the theater contributes to the ambience that brings Staunton "best downtown" awards from publications like Wall Street Journal, USA Today and Smithsonian. The site's current assessed value is \$325,400.

3. Community:

(a) Based on the U.S. Census Bureau Quick Facts for July 1, 2022 the population of Staunton was 25,904. The percentage of residents living in poverty in 2022 was 12.3%, and is significantly higher than the statewide average of 10.2% and surrounding Augusta County average of 8.5%. Median household income stands at \$53,041, only 65.8% of the state median of \$80,615 and also lower than the county median of \$69,082.

(b) Local and state entities' support for the project include: Schnitzhofer & Associates, LLC of Charlottesville & Staunton prepared a Structural Condition Survey in November of 2019 and found the building sound; Summit Design & Engineering Services of Richmond conducted a Market Analysis in December of 2019 that proved viability. Virginia Dept. of Housing and Community Development (DHCD) awarded a \$100,000 planning grant in 2022 to support architectural drawings and fundraising support for a capital campaign which yielded over \$1M. DHCD awarded a \$1.5M IRF grant in August 2023.

4. Infrastructure:

(a) This former movie theater contains the necessary infrastructure for a community cultural center, and repurposing will make use of those existing connections. The site is served by three-phase power, large capacity water (8-inch and 12-inch), sanitary sewer (24-inch), natural gas, and high-speed telecommunications/fiber optic services to the building. (48 words)

(b) The site is well served by existing transportation options. Staunton's Downtown Trolley provides transportation in the City's historic and scenic downtown area passing directly in front of the historic theater. The adjacent Hardy Parking lot affords 62 metered parking spots and nearby garages and lots offer 887 additional off street parking spots. The theater's convenient

access to major thoroughfares (US Route 11) and the City of Staunton's location adjacent to the northernmost junction of I-81 and I-64 **provide ideal access to travelers from all directions.**

5. *Environmental Concerns:*

(a) There is no known or suspected soil contamination or water contamination at the site which has only ever operated as a theater since its initial construction in 1912. However, a 2001 Asbestos Study conducted by Palmer Asbestest Company collected 102 bulk samples which were tested at Scientific Laboratories in Midlothian, VA. Significant friable asbestos contamination was identified in three areas: Boiler Room, Attic, and Acoustical Ceiling and Wall plaster (Kalite) along with non-friable asbestos contamination in vinyl floor tiles & associated mastic. The Boiler Room and Attic were addressed in a previous remediation. In 2021, the rear roof deck and auditorium ceilings were addressed along with portions of the lobby floor and ceiling.

(b) This property is not currently subject to any federal or state environmental regulatory program.

6. *Virginia Voluntary Remediation Program (VRP):*

This property is not currently enrolled in the VRP. This project addresses only asbestos, and VELAP certification is not available for sampling for Asbestos Containing Materials (ACM). However, the project is prepared to meet state and federal remediation and risk standards for reuse. The project will also maintain records facilitating future property revitalization to demonstrate appropriate care and to assist potential VRP enrollment, if appropriate.

Part III – Project

1. *Project Description:*

The proposed project will transform the long vacant historic Dixie Movie Theater into an entertainment and educational center with a mission of connecting people through culture and creativity. This project expects to remit more than \$750,000 in new state and local taxes over 10 years. It will also provide needed space for Staunton's lively creative arts scene. The redevelopment will create four spaces: a movie theater/lecture hall; an event space that will host conferences and live performances; two classrooms; and a small specialty food café. Proposed work under this VBAF grant will address previously recognized environmental conditions (REC's).

2. *Scope of Work Description:*

A study conducted by Palmer Asbestest Company identified areas of asbestos contamination throughout. Notably, all the acoustical ceiling and wall plaster (Kalite Plaster) contains asbestos and lead paint exists on a wall in the basement as well as on the fire escape stairs. Proposed work under this VBAF grant would: remediate remaining contaminated ceiling plaster beneath right and left balconies; demolish and remediate several walls in contact with asbestos laden ceilings; affix additional horizontal wall girts to contaminated exterior auditorium walls to enable subsequent entombment of at a

later phase of redevelopment, remove lead-based paint on wall in basement, and on the exterior fire stairs.

3. Budget:

The total budget for this phase of the project is \$50,000. Additional investment to be made by private donation, bank loan, and subsequent grant funding for full redevelopment of the site is estimated at \$3.0 million, which includes final design and engineering, and building improvements for the new community arts center. During the project's most recent phase the Arcadia Project, raised over \$1M from local donors and real estate proceeds. The IRF awarded a \$1.5M grant in August of 2023.

4. Local Match:

The project will utilize previously expended funds from its 2022 IRF Planning Grant totaling \$98,456. The total local project match for this phase of the project is \$98,456.

5. Time-Frame:

The project is committed to completing this phase of the project within the current fiscal year, or by March 2024 assuming funds are unfrozen. A project timeline has been developed. Future redevelopment of the site for reuse as a community arts center is anticipated to be accomplished within the next three fiscal years. (61 words)

6. Virginia Environmental Laboratory Accreditation Program (VELAP)

Given VELAP certification is not available for sampling for Asbestos Containing Materials (ACM) we are providing evidence that the data was analyzed appropriately by an accredited Laboratory.

Part IV – Potential Redevelopment and Reuse

1. Potential Redevelopment and Reuse Plans:

The former Dixie Theater will serve the City of Staunton as a 21st Century cultural center focused on four key areas of educational and entertainment programming: film, food, technology and music. This program is designed to reach a regional audience, but some of the programming will be more specifically targeted at young adult, youth and minority populations within the city, which are underserved by other local cultural venues. Finally, the historic theater, which sits on the eastern end of Beverley Street, Staunton's principal downtown street, has been a blighting influence on this block and has negatively affected the surrounding properties. Moreover, the vacant historic theater's dark and deteriorated façade has effectively acted as a gap between the rest of downtown to the west and some of Staunton's major tourist destinations, the Woodrow Wilson Museum, the Blackfriars Theater, and the (former) Stonewall Jackson Hotel, all of which lie just a block to the east. The renovation of the historic theater will effectively pull these other attractions into the downtown area. There will be a deed restriction applied to the building upon completion of the IRF contract which will put use limitations on the property for ten years.

2. Economic Impact:

The project anticipates creating at least 9 full-time or full-time equivalent positions at the outset. In terms of secondary impacts, Staunton has a vibrant tourist economy and has spent the past two decades investing in its downtown core. The Arcadia Project expects to remit more than \$750,000 in new state and local taxes over 10 years. It will improve the attractiveness of downtown to potential businesses, and increase downtown property values. By stabilizing and securing an important and long vacant historical landmark we anticipate more direct secondary benefits to the business and restaurants immediately surrounding the Arcadia Project.

3. Strategic or Comprehensive Plans:

Staunton's Comprehensive Plan states the goal: "Aggressively pursue an economic development program that strengthens and broadens the City's economic base." Arcadia Project's educational offerings are designed for youth seeking music, technology, and media skill sets that could lead to careers in film, music, or technology. Other City goals supported by this project include:

- Encourage a demographically diverse and growing population
- Promote rehabilitation and conservation throughout the City by reuse of existing infrastructure and buildings
- Continue development of a vibrant, active downtown
- Continue to support the primary efforts of organizations that are enhancing arts and culture in Staunton

4. Zoning:

The project is currently zoned B-2 Zoning which permits "amusement and recreational establishments." There is no need to change any zoning for the site.

5. Prospects:

After an earlier attempt in the 2000's to revitalize the theater failed to achieve its vision, a new non-profit, the Arcadia Project, coalesced in 2018 and led to the formation of a board of directors. Their accomplishments to date include:

- Retired the debt on the building (\$350,000)
- Obsolete HVAC and seat removal and disposal (\$24,099)
- Remediated asbestos and mold (2021 Brownfields Grant \$50,000)
- Repaired the marquee and made and façade improvements (\$12,054)
- Replaced the rear roof (\$38,129)
- Conducted a Feasibility Study & a Market Study (2020 Main Street Grant \$25,000)
- Created a Business & Operations Plan (2020) and Update (2023 \$11,200)
- Developed final architectural and engineering drawings (2022 IRF Planning Grant \$75,000)
- Created and implemented a fundraising plan (2022 IRF Planning Grant \$25,000)
- Marketed and sold the adjacent property (owned by the non-profit) at 119 E. Beverley (amount upon request)
- Launched a \$1.5M matching grant capital campaign

- Applied for and received a \$1.5M IRF grant

All of the above points toward a successful new chapter in the life of this historic theater. The timeline for opening is in the first quarter of 2025.

**RESOLUTION APPROVING AN APPLICATION TO THE VIRGINIA ECONOMIC
DEVELOPMENT PARTNERSHIP FOR A VIRGINIA BROWNFIELDS
RESTORATION AND ECONOMIC REDEVELOPMENT ASSISTANCE FUND
REMEDATION GRANT FOR THE ARCADIA PROJECT**

WHEREAS, the Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund (VBAF) was established pursuant to § 10.1-1237 of the Code of Virginia of 1950, as amended, to provide either grants or loans to local governments to promote the restoration and redevelopment of brownfield sites and to address environmental problems or obstacles to reuse so that these sites can be effectively marketed to new economic development prospects; and

WHEREAS, the Virginia Economic Development Partnership (VEDP) directs the distribution of grants or loans from the VBAF to grant or loan recipients; and

WHEREAS, VBAF Remediation Grants are to be used to help fill a financing gap for projects or phases of work for such restoration and redevelopment that have not already commenced and are not available to reimburse for costs already incurred for a project or phase of work that has begun or is already completed; and

WHEREAS, the City of Staunton (City) has a vibrant tourist economy and has spent numerous decades investing in its downtown core, and the historic theater, which sits on the eastern end of the downtown portion of Beverley Street, has been a blighting influence on this block and has negatively affected the surrounding properties; and

WHEREAS, the Arcadia Project will help improve the attractiveness of downtown by stabilizing and renovating an important and longtime vacant historical landmark in the eastern portion of the downtown; and

WHEREAS, the City desires to apply for a VBAF Remediation Grant on behalf of the Arcadia Project to address their potential shortfall; and

WHEREAS, the maximum grant award is \$50,000, which requires a dollar-for-dollar match, which will be provided by the Arcadia Project by utilizing previously expended funds on the project.

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

1. The submittal of an application to VEDP by the City for a VBAF Remediation Grant, in an amount not to exceed \$50,000, to be used for the remediation and renovation of the former Dixie Theatre, is hereby authorized.

2. The City Manager or her designee is hereby authorized to sign and submit appropriate documents, and to take such other action as she deems necessary, in connection with the proposed VBAF Remediation Grant.

38 Adopted this 28th of September, 2023.

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Steven W. Claffey, Mayor

43 Attest: _____

44 Kiley A. Kesecker, Clerk of Council

DRAFT

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	September 28, 2023	Staff Members: Billy Vaughn Amanda DiMeo
Item #	G	
Department:	Economic Development	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Area: Economic Development	
Subject:	Resolution for an Application to the Virginia Department of Rail and Public Transportation for Rail Industrial Access Program Funds for the Queen City Logistics Center, LLC	

Background: The Virginia Department of Rail and Public Transportation (DRPT) through its Rail Industrial Access (RIA) Program promotes truck diversion by providing financial assistance to connect new or expanding businesses to the freight railroad network. DRPT realizes that rail transport is a cost-effective, efficient, and environmentally sustainable way to move goods over long distances, and industrial rail access is essential for businesses to compete in the global economy.

Queen City Logistics Center, LLC., located at 600 Hays Avenue in Staunton (Formerly Livia Properties) is planning to lease space to Tri-Star DEF LLC, a wholly owned subsidiary of the Pilot Company for a diesel exhaust fluid blending facility. The proposed business tenant requires a new railroad track extension on site to serve the company's needs. The new facility will receive inbound rail tank car shipments, and then distribute the product to area Pilot Company stores to reduce harmful diesel engine emissions.

Buckingham Branch Railroad will construct 1,475 feet of the proposed track, The construction has an estimated cost of \$430,000. To help offset this cost, Queen City Logistics, LLC intends to apply for a \$301,000 Industrial Access Railroad Track Funds. Including rail costs, the approximate

capital outlay to construct and equip the proposed new facility is around \$2,900,000. No direct cash match is required of the city for this grant.

According to the RIA application guidelines, a resolution of support from the local government is required. A proposed resolution is attached for consideration.

Attachments:

Attachment 1 – Department of Rail and Public Transportation Grant Application

Attachment 2 - Resolution of Local Support

City Manager's Recommendation: Recommend that Council support the resolution for the applicant to apply for funds through the Department of Rail and Public Transportation's Industrial Access Railroad Tracks Program.

Suggested Motion: I move to adopt a resolution of support approving an application to the Virginia Department of Rail and Public Transportation for an Industrial Access Railroad Tracks Program Grant, and to authorize the City Manager or her designee to sign and submit appropriate documents, and to take such actions as she deems necessary in connection with the proposed grant application.

City Manager: Leslie M. Beauregard

Virginia Department of Rail and Public Transportation

Industrial Access Railroad Tracks Program Application

Application Date: September 28, 2023

Applicant: Queen City Logistics Center, LLC., 600 Hays Ave, Staunton, VA 24401

Description of Applicant's Organization: Queen City Logistics Center, LLC.

Industry/Business to be served by the proposed Industrial Access Track: Tri-Star DEF LLC, a wholly owned subsidiary of the Pilot Company

Contact Person

Name: David Cruz-Palmer

Title: Owner

Phone Number: 434-465-6681

Email Address: david@corridorcapitalpartners.com

Address: 108 5th Street SE, Suite 303, Charlottesville, VA 22902

Tax Map Parcel Number of Property where spur will be located: 8523

Proposed or Existing Location: Proposed

Project Description: Pilot Company is considering the development of a diesel exhaust fluid (DEF) blending facility on property owned by Queen City Logistics Center, LLC. The new facility will receive inbound tank car shipments of 50% water and 50% urea, and will blend that with water to produce a 67.5% water and 32.5% urea product that will then be distributed to Pilot Company stores as DEF that is used to reduce harmful diesel engine emissions.

Length of proposed Track: 1475 feet (360 feet of new construction and 1115 feet of existing track repairs) Estimated Cost: \$430,000

Requested amount of Industrial Rail Access Funds: \$301,000

The approximate capital outlay to construct and equip the proposed new facility (to include rail costs): \$2,900,000?

The approximate capital outlay to construct and equip the proposed expansion (to include rail costs): N/A

Annual number of rail carloads currently handled on existing tracks: N/A (Breakdown by number inbound N/A and number outbound N/A)

Estimated annual number of new rail carloads to be handled on the proposed new track (do not include current annual rail carloads): 208

(Breakdown by number inbound 208 and number outbound 0)

Annual number of current truck trips: 1664

(Breakdown by number inbound 832 and number outbound 832)

Estimated annual number of future truck trips due to new rail spur: 832

(Breakdown by number inbound 0 and number outbound 832)

Rail carloads ratio of overall inbound/outbound traffic (current plus estimated new railcars and trucks): Ratio 1:4 = Number of railcars 320 divided by number of trucks 1280

Tonnage of shipments by railcar 100

(or use State average of 70.2 tons per railcar)

Tonnage of shipments by truck 25

(or use State average of 20.59 tons per truck)

Average trip length of inbound and outbound Rail shipments 157

(or use State average of 157 miles multiplied by number of railcars)

Average trip length of inbound and outbound Truck shipments 157

(or use State average of 157 miles multiplied by number of trucks)

If a new industry, the estimated number of people to be employed: 1

If an existing industry, the number of people currently employed: N/A

And the estimated additional employment to be created by the expansion: N/A

Railroad that will serve the business/industry: Buckingham Branch Railroad

Planning, Design, and Engineering Completion: November 1, 2023

Construction Start Date: February 1, 2024

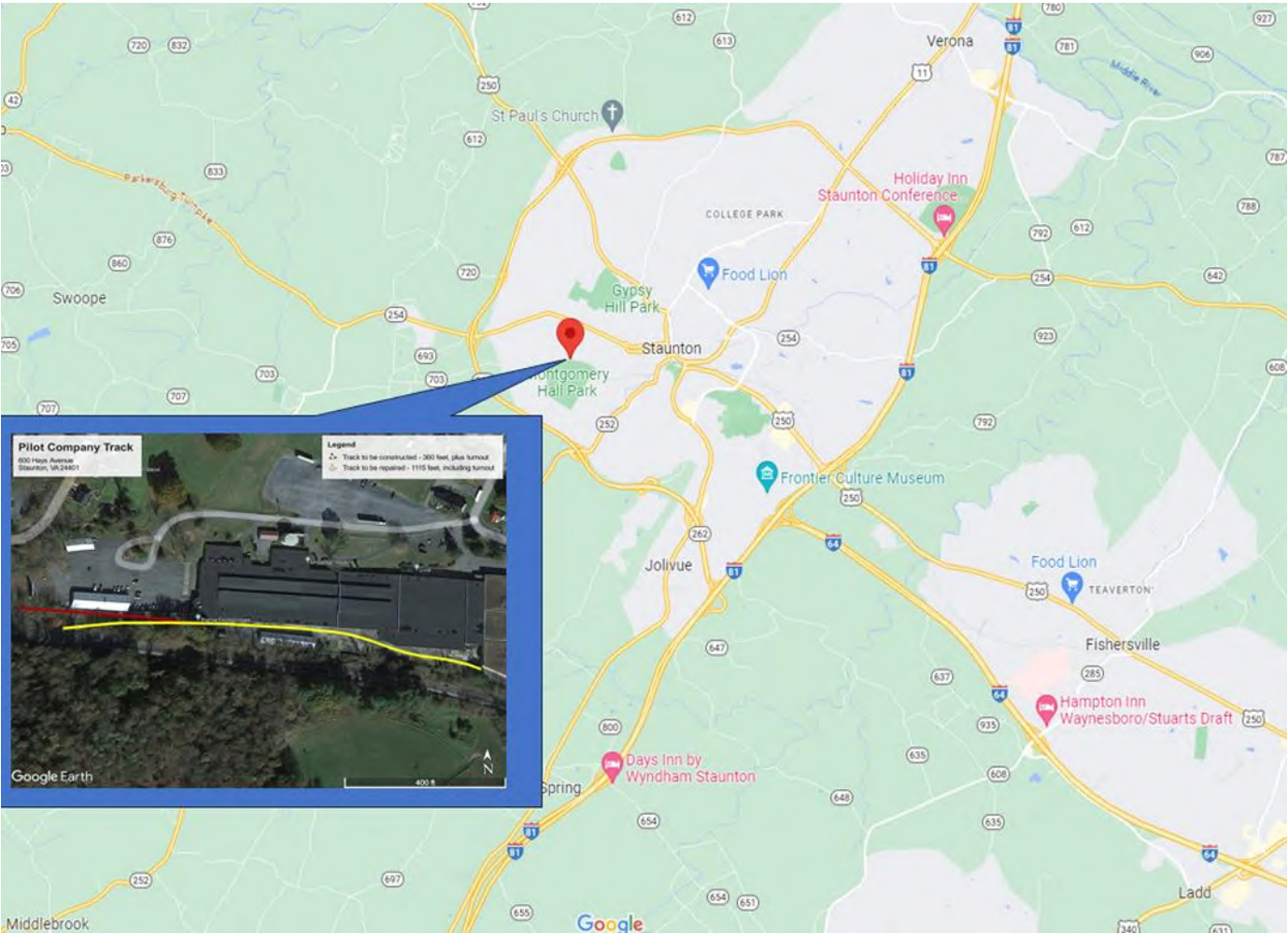
Construction Completion Date: March 1, 2024

Will this grant be used as matching funds for any other grant (state or federal):

 Yes X No (If yes, indicate type of grant)

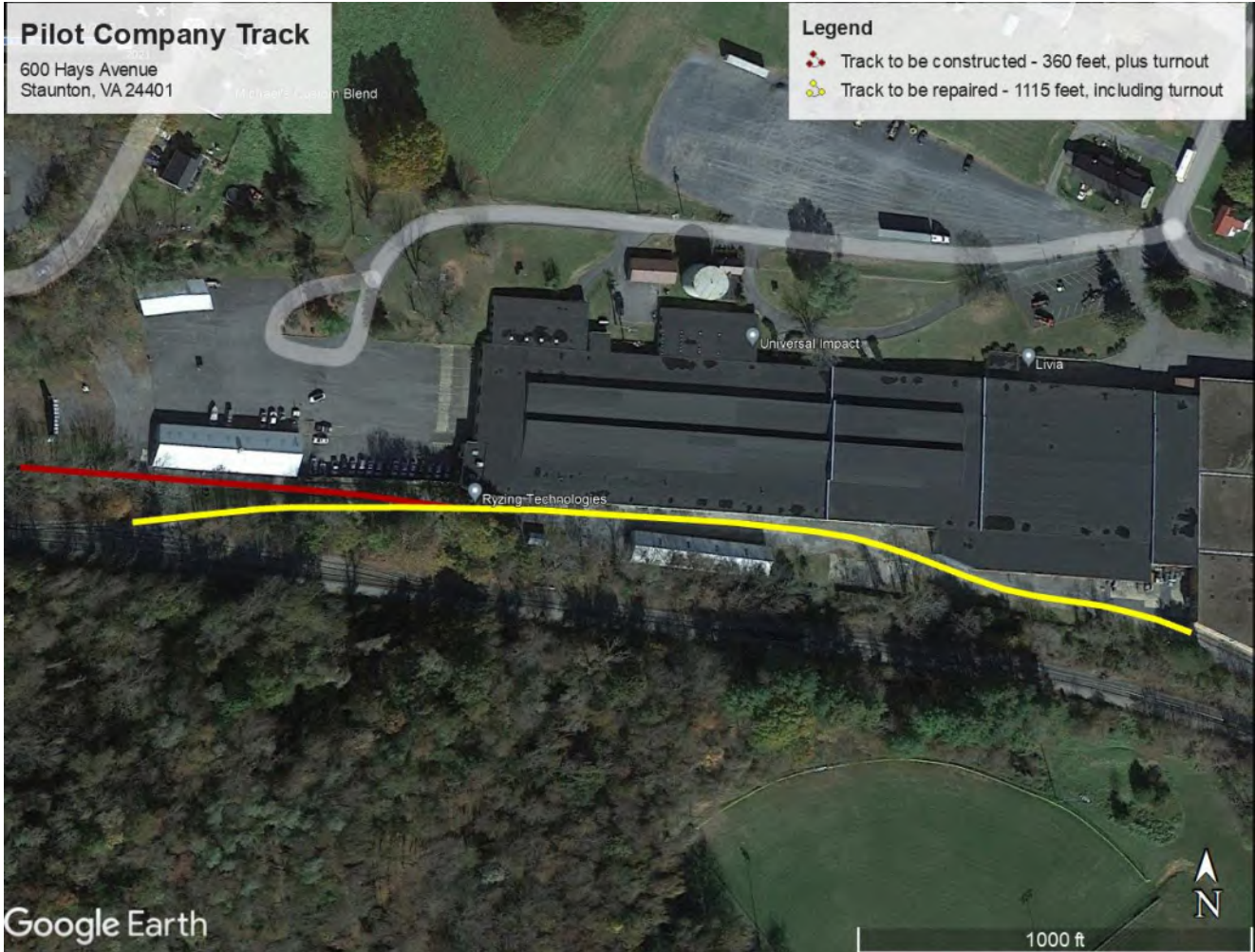
Attachment 2

Location Sketch and Site Map



Attachment 3

Drawing of Proposed Track Project



Attachment 4

Signed Applicant / Industry Certification

Queen City Logistics Center, LLC.
600 Hays Ave, Staunton, VA 24401

Queen City Logistics Center, LLC., hereby certifies to the Commonwealth of Virginia that the Applicant will provide the Right-of-Way for and assume liability of any railroad tracks and associated facilities, financed by the Railroad Industrial Access Fund, that are built on its Staunton, Virginia plant site and subsequent operations. This includes any claims or attempts to hold liable the Commonwealth of Virginia, for any matter concerning the tracks, as a result of the Commonwealth's Ownership Interest in the tracks.

Also, Queen City Logistics Center, LLC., agrees to assume sole responsibility for the continuous maintenance of tracks financed by the Railroad Industrial Access Fund.

Signature

Printed Name

Date

Title

Attachment 5

Virginia Substitute W-9 and Questionnaire

Form W-9 Commonwealth of Virginia Substitute W-9 Form Revised March 2022	Request for Taxpayer Identification Number and Certification			
Section 1 - Taxpayer Identification	☐ Social Security Number (SSN) ☐ Employer Identification Number (EIN) 		Please select the appropriate Taxpayer Identification Number (EIN or SSN) type and enter your 9 digit ID number. The EIN or SSN provided must match the name given on the "Legal Name" line to avoid backup withholding. If you do not have a Tax ID number, please reference "Specific Instructions - Section 1." If the account is in more than one name, provide the name of the individual who is recognized with the IRS as the responsible party.	
	Unique Entity Identifier (UEI) (see instructions) 		Legal Name: _____ Business Name: _____	
	Entity Type ☐ Individual ☐ Corporation ☐ Sole Proprietorship ☐ S-Corporation ☐ Partnership ☐ C-Corporation ☐ Trust ☐ Disregarded Entity ☐ Estate ☐ Limited Liability Company ☐ Government ☐ Partnership ☐ Non-Profit ☐ Corporation		Entity Classification ☐ Professional Services ☐ Medical Services ☐ Political Subdivision ☐ Legal Services ☐ Real Estate Agent ☐ Joint Venture ☐ VA Local Government ☐ Tax Exempt Organization ☐ Federal Government ☐ OTH Government ☐ VA State Agency ☐ Other	
			Exemptions (see instructions) Exempt payee code (if any): _____ (from backup withholding) _____ Exemption from FATCA reporting code (if any): _____ _____	
	Contact Information			
	Legal Address: _____ City: _____ State: _____ Zip Code: _____		Name: _____ Email Address: _____ Business Phone: _____	
	Remittance Address: _____ City: _____ State: _____ Zip Code: _____		Fax Number: _____ Mobile Phone: _____ Alternate Phone: _____	
	Section 2 - Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See instructions titled Certification			
	Printed Name: _____		Date: _____	
	Authorized U.S. Signature: _____			

Attachment 5 (Continued)

Vendor Questionnaire

To be filed with Virginia Substitute W-9

The below information is used for internal report classifications by DRPT Staff.
Please check all items below that you know apply to your organization.
Please use a question mark for items that may apply but for which you are not sure.

- ☐ Small Business – Registered with Virginia
- ☐ Woman Owned Business – Registered with Virginia
- ☐ Minority Owned Business – Registered with Virginia
- ☒ DRPT Grant Recipient
- ☐ Human Services Transportation Provider
- ☐ Disadvantaged Business Enterprises (DBE) – Federal Registration
- ☐ MPO or PDC
- ☐ Rail
- ☐ Rideshare Provider
- ☐ Public Transportation Provider
- ☐ Consultant

Attachment 6

Railroad Support Letter

August 7, 2023

Linda Balderson
Rail Preservation and Access Programs Manager
Virginia Department of Rail and Public Transportation
600 E. Main Street, Suite 2102
Richmond, Virginia 23219

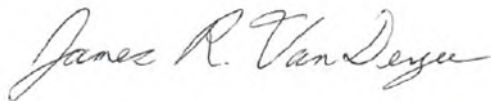
Dear Ms. Balderson:

Queen City Logistics Center will apply for Industrial Access Railroad Track Funds for the construction of a siding at their proposed facility in Staunton, Virginia. A preliminary design has been discussed, and when the final drawings are submitted and approved by the Buckingham Branch Railroad, a sidetrack agreement between Queen City Logistics Center and the Buckingham Branch Railroad will be executed.

The Buckingham Branch Railroad is aware of the provision of the Code of Virginia, Section 33.2-1600.F which provides for common carrier access of tracks constructed or rehabilitated with Industrial Access Railroad Funds. Currently, the Buckingham Branch Railroad will be the only railroad connecting with the track to serve Queen City Logistics. However, it is understood that if, in the future, another common carrier constructs trackage to connect with the sidetrack or obtains trackage rights over the Buckingham Branch Railroad's mainline tracks that would enable it to provide service to Queen City Logistics Center's facility, it will have access to and be entitled to use the access tracks.

The Buckingham Branch Railroad recommends the use of Industrial Access Railroad funds for the construction of the access tracks to serve Queen City Logistics Center's facility. The railroad will serve Queen City Logistics Center on this access track once the site plan is approved, constructed, inspected, and a sidetrack agreement is duly executed.

Sincerely,



Attachment 7

Applicant Background Information

Insert a narrative here of background information on the applicant business.

Narrative must include:

- A. Background information about the business.
- B. A statement of need describing how the grant will support rail service as a part of the project.
- C. Why did you choose Virginia for your location / expansion?
- D. Are you growing existing business with the rail spur or seeking new markets (or both)?
- E. How does rail change your imports and exports?
- F. Where are your products / materials coming from / going to?
- G. What do you ship today? How will rail access change this in the future?
- H. Coordination efforts with economic development (local, regional, or state). *A letter from the Virginia Economic Development Partnership or a local or regional economic development agency will receive added points.*
- I. Information regarding a partnership with the Port of Virginia, if applicable.

Attachment 8

Business Plan

Insert the Business Plan for new or “start-up” businesses.

**RESOLUTION APPROVING AN APPLICATION TO THE VIRGINIA DEPARTMENT OF
RAIL AND PUBLIC TRANSPORTATION FOR A RAIL INDUSTRIAL ACCESS PROGRAM
FUNDS FOR THE QUEEN CITY LOGISTICS CENTER, LLC**

WHEREAS, The Virginia Department of Rail and Public Transportation (DRPT) through its Rail Industrial Access Program promotes truck diversion by providing financial assistance to connect new or expanding businesses to the freight railroad network; and

WHEREAS, DRPT realizes that rail transport is a cost-effective, efficient, and environmentally sustainable way to move goods over long distances, and industrial rail access is essential for businesses to compete in the global economy; and

WHEREAS, Queen City Logistics Center, LLC (QCLC) has expressed its intent and desire to locate the operations of a new tenant, Pilot Flying J, in the City, and this operation requires rail access, and QCLC intends to apply for Industrial Access Railroad Track Funds from DRPT in the amount of \$301,000; and

WHEREAS, the City of Staunton promotes economic development and the reuse of vacant industrial sites, and supports methods to reduce potential harmful diesel engine emissions; and

WHEREAS, Queen City Logistics Center, LLC, has requested that the City provide a resolution of support for the submission of an application for above referenced funds which are administered by DRPT.

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

1. Endorses and supports the submission of an application to the Virginia Department of Rail and Public Transportation for Rail Industrial Access funding to the Queen City Logistics Center, LLC in the amount of \$301,000.
2. Desires to support the Commonwealth Transportation Board in providing the maximum financial assistance to Queen City Logistics Center, LLC, for the purpose of locating its Pilot Flying J operation in Staunton.
3. Authorizes the City Manager or designee to sign and submit appropriate documents, and to take such other actions as deemed necessary, in a form approved by the City Attorney, in connection with the proposed grant.

Adopted this 28th of September, 2023.

Steven W. Claffey, Mayor

Attest: _____
Kiley A. Kesecker, Clerk of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	September 28, 2023	Staff Member: Rebecca Joyce
Item #	H	
Department:	Community Development	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Areas: Economic Development, Infrastructure Values: Excellence	
Subject:	Update on the City of Staunton’s Community Development Block Grant Timeliness Workout Plan as Mandated by the U.S. Department of Housing and Urban Development	

Background: On August 30, 2023, the City received notification from the Department of Housing and Urban Development (HUD) that it is not in compliance with the Community Development Block Grant (CDBG) timely expenditure requirements for a second consecutive year. Because of this, HUD is requiring that the City prepare a workout plan that describes the steps that will be taken to finish outstanding projects before August 2024. This plan must be submitted to HUD by September 30, 2023. City staff and M&L Associates, the City's HUD/CDBG consultant, have completed the workout plan. On September 22, 2023, the workout plan was submitted to HUD.

During the September 28, 2023 regular meeting, Rebecca Joyce, Housing Planner, will present an update on the CDBG program's Timeliness Workout Plan to City Council. The presentation will highlight the actions staff will take between October 2023 and July 2024 to complete existing projects funded through previous CDBG yearly allocations and review the schedule of projects for the upcoming year.

Attachment: CDBG Workout Plan Response Letter

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.



WILLIAM L. VAUGHN
DIRECTOR

Email Transmission

Ronnie J. Legette, Sr.
Director
Community Planning and Development
US Department of Housing and Urban Development
Richmond Field Office – Region III
600 E Broad St; Ste 300
Richmond, VA 23219-1800
Sent via email P.A.Brinkman@hud.gov

Dear Mr. Legette,

Please accept this response to your letter dated August 30, 2023, in which you notified the City of its untimely CDBG expenditure. Enclosed with this response is a Timeliness Workout Plan, which demonstrates the City's efforts and plans to be timely by August 2, 2024. This Plan includes the anticipated receipt of 2023 CDBG funds. The narrative below details the reasons for the City's untimely expenditure, actions already taken to achieve compliance, and proposed action for moving forward to avoid untimeliness in the future.

The City of Staunton, became a HUD entitlement in 2019. The City spent the first 6 months of its 2019 program year developing policies and procedures and learning the programs to ensure timely, compliant implementation. In March 2020, at the onset of the coronavirus pandemic, the City was awarded supplemental CDBG-CV funding. With limited staff capacity, the City focused its CDBG efforts on responding to the more immediate needs resulting from the pandemic. The pandemic also forced nationwide delays in projected construction projects. Specifically in Staunton, these included the Rockway Waterline, Beverly Street sidewalk, and Habitat for Humanity A Street Aging in Place projects.

The City also prioritizes funding for homeowner rehabilitation programs; during the pandemic these programs were placed on hold due to lack of interest and reluctance from homeowners (generally high-risk elderly) to allow people in their homes. However, the program is picking up speed and the City has expanded the allowable activities to include other code-related rehabilitation items instead of exclusively roofs. This has helped to expedite expenditures as the project costs are higher than anticipated.

Recognizing that the City was on track to be untimely, the City reprogrammed funding from slower moving projects such as Beverly Street sidewalk to improvements at the Montgomery Hall Park and Rockway Waterline project in an effort to spend funds on truly shovel-ready projects.

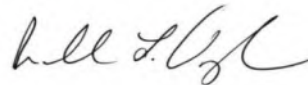
Since the last timeliness test conducted in 2022, the City has completed the Rockway Waterline project and has prepared bid specifications for the Beverly Street sidewalk project, which is anticipated to be completed in the spring of 2024.

The Habitat for Humanity A Street Aging in Place project now has site control and is currently in the land development process (the City Planning Commission has provided comments on an initial submission). In addition, Re-Roofing Staunton currently has four projects either underway or in the process of getting quotes from contractors.

Also in 2023, the City hired a Housing Planner, whose primary focus is administering the CDBG program. Having a dedicated staff person, with the assistance of a consultant, will assist in spending down the City's backlog of CDBG funding. The City will continue to work with subrecipients to emphasize the need to complete their projects and submit timely invoices for processing. Subrecipient training is a potential need in order to assist in these efforts. The City will continue to monitor expenditures monthly; projects not implemented in a timely manner will be cancelled and the funds will be re-programmed to projects that can be implemented immediately.

Should you have any questions, please do not hesitate to contact Rebecca Joyce, Housing Planner and Grants Coordinator at joycerl@ci.staunton.va.us or (540) 213-6699. Thank you for your continued support of the City's CDBG program.

Sincerely,

A handwritten signature in dark ink, appearing to read "William L. Vaughn", written in a cursive style.

William L. Vaughn