

**Work Session Agenda
Staunton City Council
Rita S. Wilson Council Chambers
January 11, 2024
5:00 p.m.**

- | | | |
|------------------|-----------|--|
| 5:00 p.m. | 1. | Consideration of Work Session and Regular Meeting Agendas |
| 5:05 p.m. | 2. | Friends of the Library Presentation |
| 5:15 p.m. | 3. | Overview of Conflict of Interests Act and Statement of Economic Interests |
| 5:30 p.m. | 4. | Closed Meeting for Discussion of the Award of a Public Contract Involving the Expenditure of Public Funds Where Discussion in an Open Session Would Adversely Affect the City of Staunton's Bargaining Position (Includes Break Until Regular Meeting at 7:00 p.m.) |

**Regular Meeting Agenda
Staunton City Council
Rita S. Wilson Council Chambers
January 11, 2024
7:00 p.m.**

Call to Order

Pledge of Allegiance

Invocation/Moment of Silence – Campbell

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 December 14, 2023**
- **Special Meeting of December 20, 2023**

A.2. Consideration of Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing

A.3. Authorization to Submit an Application to the Virginia Economic Development Partnership for a Virginia Business Ready Sites Program Grant for Staunton Crossing

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

C. Public Hearing of Ordinance to Amend the FY2024 Budget Ordinance for the City of Staunton by Adding Budget Amendment Number Two

D. Consideration of Disposition of Staunton Crossing Property

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:	January 11, 2024	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:	January 11, 2024	Amanda Kaufman Assistant City Manager Sarah Skrobis Library Director
Item #:	2	
Department:	Library	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Area: Infrastructure & Built Environment	
Subject:	Friends of the Staunton Library Proposed Library Terrace Project	

Background: The Friends of the Staunton Library is interested in designing and constructing a public terrace on the lawn of the Staunton Public Library to be used for a variety of outdoor programming needs. The Friends have begun to have preliminary discussions about this project with the City Manager's Office and Community Development.

During this presentation, the Friends of the Staunton Library will share the preliminary visual design concepts that have been developed and answer questions from City Council. No financial support for this project is being requested from the City, but the Friends are seeking support of the project concept from City Council.

Members of the Friends of the Staunton Library who will be present at this meeting include:
Howard Kator—President
Joyce Shelenberger –Secretary
Kennon Bowen, Jerry Bryant, and Bonnie Goff – Committee Members

Attachment: Friends of the Staunton Library conceptual designs (to be provided prior to the meeting)

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	January 11, 2024	City Council John C. Blair, II City Attorney
Item #	3	
Department:	City Council City Attorney	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Responsive, Efficient Government	
Subject:	Overview of Conflict of Interests Act and Statement of Economic Interests	

Background: The City Attorney will provide City Council with a brief overview of the Conflict of Interests Act as well as Councilmember requirements regarding the completion of a Statement of Economic Interests.

Attachment: Not applicable.

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	January 11, 2024	City Council
Item #	4	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Area: Responsive, Efficient Government	
Subject:	Closed Meeting for Discussion of the Award of a Public Contract Involving the Expenditure of Public Funds Where Discussion in an Open Session Would Adversely Affect the City of Staunton’s Bargaining Position	

Suggested Motion: I move to enter a closed meeting for: the discussion of the award of a public contract for architectural and engineering services involving the expenditure of public funds where the discussion in an open session would adversely affect the City of Staunton's bargaining position pursuant to Virginia Code §2.2-3711(A)(29).

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:	January 11, 2024	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:	January 11, 2024	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.

Attachment:

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

Attachment 2 – Special Meeting Minutes of December 20, 2023

Suggested Motions: I move to approve the work session and regular meeting minutes of December 14, 2023, and the special meeting minutes of December 20, 2023 [as presented] [with the following changes: _____.]

City Manager: Leslie Beauregard



City Council
WORK SESSION
December 14, 2023
5:00 p.m.

Council Members present: Mayor Claffey, Vice Mayor Darby, and Councilors Arrowood, Campbell, Edwards, 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 approve the work session and regular meeting agendas as presented.

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. Campbell	aye		

2. Discussion of 2024 Legislative Program with Delegate Ellen Campbell

Delegate Ellen Campbell was present virtually. A discussion took place regarding Council's 2024 Legislative Program adopted at the October 26, 2023 meeting.

Councilmembers expressed desire to see increased funding in several areas, including school capital projects and state parks.

3. Diversity, Equity and Inclusion Commission Final Report and Recommendations

DEI Commission Chair Sabrina Burress and Vice Chair Lindsey Lennon presented the final report and recommendations to Council.

Members of Council commended the commission for the thorough and well-researched report.

4. **Closed Meeting for: Discussion of the Performance of the City Manager and Discussion of the Award of a Public Contract Involving the Expenditure of Public Funds Where Discussion in an Open Session Would Adversely Affect the City of Staunton's Bargaining Position**

Mr. Arrowood moved to enter a closed meeting for: (i) the discussion of the performance of a specific Council-appointed city employee, the Staunton City Manager, pursuant to Virginia Code § 2.2-3711(A)(1); and (ii) the discussion of a public contract for architectural and engineering services involving the expenditure of public funds where the discussion in an open session would adversely affect the City of Staunton's bargaining position pursuant to Virginia Code §2.2-3711(A)(29).

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

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

Ms. Woods 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 Vice Mayor Darby and carried as follows:

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

The work session adjourned at 7:02 p.m.

Kiley A. Kesecker
Clerk of Council

**REGULAR MEETING OF STAUNTON CITY COUNCIL****Thursday, December 14, 2023****7:00 p.m.****Rita S. Wilson Council Chambers**

PRESENT: Mayor Stephen W. Claffey
Vice Mayor Amy G. Darby
Brad D. Arrowood
Adam F. Campbell
Michele D. Edwards
Mark A. Robertson
Alice L. Woods

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

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

The Pledge of Allegiance was recited in unison.

The invocation/moment of silence was given by Mr. Arrowood.

MAYOR'S REPORT

Mayor Claffey recognized and welcomed Mr. Campbell to his first meeting. He also stated that he had attended the Legislative Breakfast, Veterans Day Parade, Christmas Parade, and the farewell party for Director of Tourism Sheryl Wagner.

ADDITIONAL ITEMS BY MEMBERS OF COUNCIL

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

To appoint Scott Kesecker to the Planning Commission to fill the unexpired term of Adam Campbell ending January 31, 2026.

To reappoint Daniel Hansen to the Planning Commission for a 4-year term beginning January 1, 2024 and ending December 31, 2027.

To reappoint Greg Beam to the Tourism Advisory Board for a 3-year term beginning January 1, 2024 and ending December 31, 2026.

To reappoint Steve Garon to the Bicycle and Pedestrian Advisory Committee for a 2-year term beginning January 1, 2024 and ending December 31, 2025.

Needing no second, the motion carried as follows:

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

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

Mr. Campbell stated that he had attended a meeting of the Staunton West End Business Association.

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, non-controversial 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 November 9, 2023

Special Meeting of November 30, 2023

A.2 Quarterly Financial Report

A.3 Authorization of Virginia Resources Authority Spring 2024 Application for the Juvenile and Domestic Relations District Court Construction

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

Mr. Robertson moved to approve the Consent Agenda as presented

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

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

B. Public Hearing and Consideration of a Request by LGP Realty Holdings, LP, and Quick Properties, LLC, to Vacate that Portion of Undeveloped Public Right-Of-Way Identified as 4,236 Square Feet Lying in an Area Between 1200 Churchville Avenue and 1210 Churchville Avenue

Senior Planner Rodney Rhodes stated that LGP Realty Holdings, LP, and Quick Properties, LLC, are seeking to vacate an undeveloped portion of Churchville Avenue public right-of-way. The portion of undeveloped right-of-way lies between 1200 and 1210 Churchville Avenue. The area was platted in Augusta County in 1917 as part the Staunton Park Addition and was annexed into the city in 1948. In 2011, a similar vacation was approved for a portion of undeveloped right-of-way in front of the, then proposed, CVS Pharmacy located in the next block at 1310 Churchville Avenue. Staff has reviewed the request and has identified no issues. There is a public sewer line located within the area proposed for vacation. In the ordinance, the city is retaining an easement for that utility. This portion of right-of-way is not used by the city and there are no future plans to ever utilize this area as part of Churchville Avenue. The property was developed with a Shell fueling station and the fuel canopy encroaches into the undeveloped right-of-way. By vacating the portion of undeveloped right-of-way, the encroachment issue would be resolved.

Mr. Rhodes concluded by stating that at its November 16, 2023 meeting, the Planning Commission conducted a public hearing on the request during which no one spoke in opposition. On a 4-0 vote, the Commission recommended approval of the vacation.

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 wishing to speak, the public hearing was closed.

Ms. Woods moved that Council adopt the ordinance and approve the right-of-way vacation as recommended by the Planning Commission.

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

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

Ordinance No. 2023- 38

AN ORDINANCE

**CONDITIONALLY VACATING AND ABANDONING THAT PORTION OF
UNDEVELOPED PUBLIC RIGHT-OF-WAY IDENTIFIED AS 4,236 SQUARE FEET
LYING IN AN AREA BETWEEN CHURCHVILLE AVENUE AND 1210
CHURCHVILLE AVENUE (PARCEL ID 6077) AND 1200 CHURCHVILLE AVENUE
(PARCEL ID 6078)**

Recitals

A. An application for public right-of-way vacation has been filed by Jason Brost, Esq., on behalf of LGP Realty Holdings LP and Quick Properties LLC, pursuant to § 15.2-2006 of the Code of Virginia, 1950, as amended, to have all of that certain portion of the public right-of-way as hereinafter described, vacated and abandoned by the City of Staunton, Virginia (“City”);

B. The subject portion of the public right-of-way was initially platted, yet was never developed or accepted by the City as part of its public street system;

C. LGP Realty Holdings LP is the owner of 1210 Churchville Avenue, identified as City of Staunton PID 6077, and Quick Properties LLC is the owner of 1200 Churchville Avenue, identified as City of Staunton PID 6078, and seek to close the portion of the undeveloped public right-of-way containing 4,236 square feet being designated as: 1) "979 Sq. Ft. Quit Claim" and 2) "3,257 Sq. Ft. Area Between Lots and Churchville Avenue" on plat titled "PLAT OF LOTS 5, 6, 7, 8 AND 13 FEET OF LOT 4, BLOCK 26, CORRECTED MAP OF STAUNTON PARK

185 ADDITION," dated October 25,2021, and revised February 22, 2022, made by Thomas W. Dorr,
186 Land Surveyor for EGS & Associates, Inc., recorded in the Clerk's Office of the Circuit Court of
187 the City of Staunton, Virginia as Instrument No. 220003114;

188 **D.** A plat showing the aforesaid portion of the public right-of-way to be vacated and
189 abandoned is annexed and incorporated by reference as Exhibit A;

190
191 **E.** City staff has determined that the subject portion of the public right-of-way is not
192 needed to serve any future street development needs;

193
194 **F.** The requirements of § 15.2-2006 of the Code of Virginia have been met along with
195 those of § 15.2-2204 of the Code of Virginia;

196
197 **G.** At its regular meeting on November 16, 2023, the Planning Commission of the City
198 of Staunton, Virginia, after study and review, properly heard the matter and recommended
199 approval of vacating said portion of the right-of-way;

200
201 **H.** This matter has been properly advertised, heard, and considered; and,

202
203 **I.** These recitals are an integral part of this ordinance.

204
205 **NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Staunton,
206 Virginia, that the rights of the public in the 4,236 square feet portion of the right-of-way as shown
207 on the attached plat being designated as: 1) "979 Sq. Ft. Quit Claim" and 2) "3,257 Sq. Ft. Area
208 Between Lots and Churchville Avenue" on plat titled "PLAT OF LOTS 5, 6, 7, 8 AND 13 FEET
209 OF LOT 4, BLOCK 26, CORRECTED MAP OF STAUNTON PARK ADDITION," dated
210 October 25, 2021, and revised February 22, 2022, made by Thomas W. Dorr, Land Surveyor for
211 EGS & Associates, Inc., recorded in the Clerk's Office of the Circuit Court of the City of Staunton,
212 Virginia as Instrument No. 220003114, are hereby **VACATED AND ABANDONED** and all the
213 City's right, title and interest otherwise, if any, is relinquished and to the extent permitted by law,
214 is conveyed, transferred and assigned to LGP Realty Holdings LP and Quick Properties LLC, with
215 reservation to the City of Staunton of any existing utility lines located within the vacated right-of-
216 way, with ownership of the area of the vacated street determined in accordance with applicable
217 law.

218
219 **NOW, THEREFORE, BE IT FURTHER ORDAINED** that such vacation of the right-
220 of-way is conditioned upon tendered payment to the City of Staunton of Three Thousand Five
221 Hundred Dollars (\$3,500.00), plus the costs of public hearing advertisements prior to the adoption
222 of this ordinance, pursuant to the provisions of § 15.2-2008 and § 15.2-2006 of the Code of
223 Virginia; and that a certified copy of the ordinance of vacation shall be recorded in the Clerk's
224 Office of the Circuit Court for the City of Staunton, Virginia.

225
226 Introduced: December 14, 2023

227 Adopted: December 14, 2023

228 Effective Date: December 14, 2023

229
230 Signed: STEPHEN W. CLAFFEY, MAYOR

Attest: KILEY A. KESECKER
Clerk of Council

C. Public Hearing and Consideration of a Request by Labrehab at Windy Oaks, LLC, to Add Six Parcels Totaling 45.56 Acres to the M. O. Carr Agricultural-Forestal District

Mr. Rhodes stated that Labrehab at Windy Oaks, LLC, has requested to add 45.56 acres of land to the city's Agricultural-Forestal Districts. The property consists of six parcels and is located on the southwest quadrant of the intersection of VA Route 262 and US Route 250. The properties were acquired over a period between 2021 and 2022 and are contiguous to other properties in Augusta County, which the applicant owns and uses for agricultural purposes.

City staff conducted a review of the proposed addition and found no issues. Section 15.2-4305 of the Code of Virginia requires that land to be added to an Agricultural- Forestal District must be within one mile of the existing district. The distance from the nearest parcel of land to be added to the district to the nearest point of the existing M. O. Carr District is less than one mile. When it was created in 1997, the M. O. Carr District contained over 200 acres, but in September 2003 and January 2004, lands were withdrawn from the district to create the Carrsbrook Planned Residential Development. As a result, the M. O. Carr District no longer has a core of 200 acres; however, the district was properly created and may continue, even though it no longer meets the 200 acre core requirement. During its review, staff examined how the area could develop under the current zoning with current conditions. The following areas of concern were identified that would hinder development:

Water and Sewer

The area is not served by City of Staunton water or sewer. Water and sewer would need to be extended approximately 1,350 feet and 850 feet respectively, along Churchville Avenue in order to serve these properties. The extension of public water and sewer is typically done by, and at the expense of, the developer.

Streets

Churchville Avenue (Route 250) – The property has approximately 350 feet of frontage on Churchville Avenue; however, the frontage is adjacent to the Route 262 south bound entrance ramp. It would be challenging, if not impossible, to obtain an entrance permit for a new street entrance onto Route 250.

Woodrow Wilson Parkway (Route 262) – is a limited access highway owned and maintained by the Virginia Department of Transportation (VDOT). VDOT does not allow private driveways on Route 262 and it would be extremely difficult to get approval for a new entrance and exit ramp this close to Churchville Avenue.

Zoning

One parcel (PID 11554 consisting of 0.93 acres) is residual land left from the construction of Route 262 and is zoned B-1, Local Business District Conditional, while the remaining 44+ acres are

zoned R-2, Low Density Residential. The R-2 District allows for development of single-family homes with a maximum density of 4.9 units per acre. The B-1 Conditional District is a special zoning given to John Jackson in 2000 so that he could relocate his auto repair shop due to the construction of Route 262. Parcel 11554 is residual land from the parcel that was split by the right-of-way acquisition for construction of Route 262.

Potential by-right Development

Option 1 - Currently, the six parcels could be developed with one single-family dwelling on each parcel, accessed from Churchville Avenue via an access easement. Each dwelling must have its own individual easement and may not share an easement with another property, which would result in six dwellings with six separate driveways all terminating at Churchville Avenue.

Option 2 - A developer could build a new public street through the properties and replat the property into new lots. Each lot would need to be at least 8,750 square feet. Water and sewer would need to be extended (water 1,350 feet and sewer 850 feet) west along Churchville Avenue, under the bridge where Route 262 crosses Route 250, and then extended down the new street to serve each lot. These improvements would be borne by the developer.

Comprehensive Plan

The City of Staunton, Virginia, Comprehensive Plan 2018-2040, Land Use and Development Guide, Future Land Use map, designates the northern portion of this property as planned business and the southern portion as low density residential. Both designations create challenges given the lack of water and sewer, and minimal street frontage.

Surrounding Uses

Uses to the east within the City of Staunton are the J & D Automotive property, vacant residentially zoned land, and some single-family dwellings that are part of the Crosscrest Development.

The Agricultural-Forestral Advisory Committee met on September 27, 2023 to consider the request. Based on criteria contained in 15.2-4306 of the Code of Virginia, the Committee unanimously voted to recommend approval of the request on a 5-0 vote.

Mr. Rhodes concluded by stating that at its November 16, 2023 meeting, the Planning Commission conducted a public hearing on the request, during which no one spoke in opposition. On a 4-0 vote, the Commission recommended approval of the addition.

Mayor Claffey asked if Councilmembers had any questions or comments.

Ms. Edwards asked how long the property will remain in the district. Mr. Rhodes stated that every 10 years they will need to reapply.

Councilmembers had no further 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.

Eric Obaugh, property owner and applicant, thanked Council for their time and briefly outlined the property uses.

Brenda Mead, 342 Sherwood Avenue, asked a question about tax revenue loss from adding property to the Ag-Forestal districts.

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

Mr. Robertson moved that Council adopt the ordinance and approve the addition to the M. O. Carr Agricultural-Forestal District as recommended by the Planning Commission.

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

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

Ordinance No. 2023- 39

AN ORDINANCE AMENDING SECTION 18.95.020, DISTRICTS DESIGNATED AND DESCRIBED – ADDITIONS TO DISTRICT, OF CHAPTER 18.95, A-1 AGRICULTURAL-FORESTAL DISTRICT OF TITLE 18, ZONING, OF THE STAUNTON CITY CODE TO ADD 45.56 ACRES OF LAND TO THE M.O. CARR AGRICULTURAL-FORESTAL DISTRICT

Recitals

A. On July 28, 2023 LABREHB AT WINDY OAKS, LLC, made application to the City of Staunton to add 45.56 acres of land to the M. O. Carr Agricultural-Forestal District;

B. The Program Administrator referred the application to the Agricultural- Forestal Advisory Committee and the Committee reviewed the application and recommended approval;

C. The City of Staunton Planning Commission after study and review conducted a public hearing at its November 16, 2023 meeting, has properly heard the matter, and has recommended approval of the application;

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

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that section 18.95.020 of Chapter 18.95, A-1 Agricultural-Forestal District, of Title 18, Zoning, of the Staunton City Code, is **HEREBY AMENDED, RESTATED, AND REORDAINED** as follows:

Chapter 18.95

A-1 AGRICULTURAL-FORESTAL DISTRICT

Sections:

18.95.005	Definitions.
18.95.010	Districts continued.
18.95.020	Districts designated and described – Additions to districts.
18.95.030	Required and permitted uses.
18.95.040	Overlay.
18.95.050	Private roads.
18.95.060	Other conditions.
18.95.070	Term review.
18.95.080	Severability.

18.95.005 Definitions.

For purposes of this chapter, the following definitions apply unless otherwise provided herein:

.....
.....
.....
.....

18.95.020 Districts designated and described – Additions to districts.

(1) Districts. The agricultural, or sometimes referred to as agricultural and forestal or agricultural-forestal, districts designated and the land included within the districts are the following:

(a) The Bell's Lane Agricultural and Forestal District shall consist of the following land, to wit:

(i) 1,662.34 acres of land, more or less, situated in the city of Staunton, Virginia, bounded generally on the west by Commerce Road, on the north by State Route 262 (formerly State Route 275), on the east by Interstate 81, and on the south by Route 254, which includes the land identified by the city of Staunton assessor as parcel numbers 10140, 10143, 10146, 10149, 10152, 10169, 10176, 10182, 10187, 10369, 10375, 10410, 10413, 10418, 10420, 10423, 10430, 10438, 10442 and 11121, and as further shown on the map entitled "Ag-Forestal Districts" made by the engineering department of the city of Staunton, dated October 25, 2004,

a copy of which map shall be on file with the department of planning and inspection and the city assessor's office.

(ii) 26.19 acres of land, more or less, situated in the city of Staunton, Virginia, bounded generally on the east by Interstate 81 and on the south, west and north by the land of Lewis W. Moore, lying along the southeastern margin of Lewis Creek and encompassing the land identified by the city of Staunton as parcel number 10484.

(b) The Merrifield Agricultural and Forestal District shall consist of the following land, to wit:

(i) 218.441 acres of land, more or less, situated in the city of Staunton, Virginia, at the northwest quadrant of the intersection of U.S. Route 11 and State Route 262 (formerly State Route 275), and identified by the city of Staunton assessor as parcel number 10329 and shown on the aforementioned map as "Hereford," and more particularly shown and described as Parcel A-2 on the "Survey Plat of Property of E. Monroe Bonfoey and Sarah D. Witz Bonfoey," a copy of which plat is recorded in the clerk's office of the circuit court of the city of Staunton, Virginia, in Deed Book 305, Page 858.

(ii) 147.202 acres of land, more or less, situated in the city of Staunton, Virginia, adjoining the land described in subsection (1)(b)(i) of this section and shown on the map aforementioned as "Bonfoey," and more particularly shown and described on the plat, aforesaid, as Parcel A-1 (excluding 2.999 acres shown on said plat as Parcel B) and identified by the city of Staunton assessor as parcel number 10881.

(iii) 196.13 acres of land, more or less, situated in the city of Staunton, Virginia, known as "Cobble Hill," identified by the city of Staunton assessor as parcel numbers 10007, 10008 and 10010 and shown on the map aforementioned as "Craske."

(c) The M.O. Carr Agricultural and Forestal District shall consist of the following land, to wit:

(i) 40.67 acres of land, more or less, and shown on the map aforementioned as "Hardy" and identified by the city of Staunton assessor as parcel number 10012.

(ii) 35.167 acres of land, more or less, and shown on the map aforementioned as "Johnson" and identified by the city of Staunton assessor as parcel number 10472.

(iii) 10.54 acres of land, more or less, known as the "Thompson" property and consisting of two parcels identified and shown by the city as parcel number 9996, containing approximately 0.950 acres, and parcel number 10824, containing approximately 9.404 acres.

(iv) 45.56 acres of land, more or less, known as the "Labrehab at Windy Oaks, LLC" property and consisting of six parcels identified and shown by the City as parcel identification numbers 11544, containing approximately 0.931 acres, parcel number 10046, containing approximately 10.869 acres, parcel number 10047, containing approximately 13.389 acres, parcel number 9975, containing approximately 7.464 acres, parcel number 101897, containing approximately 8.715 acres, and parcel number 101898, containing approximately 4.19 acres.

(d) The Middlebrook Agricultural and Forestal District shall consist of the following land, to wit:

221.266 acres of land, more or less, situated in the city of Staunton, Virginia, fronting approximately 6,500 feet along the southwestern city limits at the northwest corner of the intersection of Middlebrook Avenue and State Route 262 (formerly State Route 275), adjoining Montgomery Hall Park on the northeast, Augusta County on the southwest, CSX Railroad on the northwest and Middlebrook Avenue on the southeast, which includes the lands identified by the city of Staunton assessor as parcel numbers 10098, 10126, 10311, 10099, 10103, 10510 and 10097, and as further shown on the map entitled "Exhibit D.1. – Boundary Map," a copy of which map shall be on file with the department of planning and inspection and the city assessor's office.

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

Introduced: December 14, 2023

Adopted: December 14, 2023

Effective Date: December 14, 2023

Signed: STEPHEN W. CLAFFEY, MAYOR

Attest: KILEY A. KESECKER

Clerk of Council

D. Public Hearing and Consideration of a Request by the City of Staunton to Amend the City of Staunton, Virginia, Comprehensive Plan 2018-2040, to Include Changes that are Necessary to Reflect the Recently Completed Uniontown Neighborhood Action Plan

Mr. Rhodes stated that in 2022, Staunton City Council appropriated funding from the American Rescue Plan Act (ARPA) to pay the cost associated with creating a Neighborhood Action Plan for the community of Uniontown. The planning firm of EPR, P.C. was chosen as the consultant for the project and the city began working with them in February of 2023. A steering committee consisting of residents, property owners and other interested stakeholders created a Neighborhood Action Plan for the historic community of Uniontown. The planning process included six steering committee meetings and a community survey that identified concerns, vetted goal statements, and asked for specific ideas for moving Uniontown forward. Additional information on the community's past and vision for the future was received at a Building Bridges event honoring Uniontown's past. Staff and the steering committee reviewed multiple revisions of the Neighborhood Action Plan. The plan was presented at the Planning Commission's August 17, 2023 meeting and City Council's August 24, 2023 meeting. Upon receiving the presentation, City Council directed the Planning Commission to conduct a public hearing on the Uniontown

Neighborhood Action Plan to be included as an addendum to the City of Staunton Comprehensive Plan. Staff has also prepared an update to the Future Land Use Map and incorporated various objectives into Chapter 1 – *Goals and Objectives* to address the action items noted in the Uniontown Neighborhood Action Plan.

Mr. Rhodes concluded by stating that at its November 16, 2023 meeting, the Planning Commission conducted a public hearing on the request, during which no one spoke in opposition. On a 4-0 vote, the Commission recommended approval of adopting the changes.

Mayor Claffey asked if Councilmembers had any questions.

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.

Barbara Lee, 904 Rockway Street, stated that Building Bridges has worked hard on the project and she hopes Council will approve the amendments.

Brenda Mead, 342 Sherwood Avenue, spoke in support of the proposed amendments to the Comprehensive Plan.

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

Vice Mayor Darby moved that Council adopt the resolution and approve the amendments to the Comprehensive Plan as recommended by the Planning Commission.

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

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

**RESOLUTION
OF THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
MEMORIALIZING AMENDMENTS
TO THE CITY OF STAUNTON, VIRGINIA,
COMPREHENSIVE PLAN 2018 – 2040**

Recitals

552
553 A. The provisions of Virginia Code Section 15.2-2223 (A), require the Staunton
554 Planning Commission to prepare and recommend a comprehensive plan to City Council for the
555 physical development of the territory within its jurisdiction and the Staunton City Council must
556 adopt a comprehensive plan for the territory under its jurisdiction;

557
558 B. The Staunton City Council adopted the current *City of Staunton, Virginia,*
559 *Comprehensive Plan 2018–2040* at its July 11, 2019 meeting;

560
561 C. At its August 24, 2023 meeting and pursuant to the provisions of Virginia Code
562 Section 15.2-2229, Staunton City Council directed the Planning Commission to prepare an
563 amendment to the *Comprehensive Plan* to add as an addendum *The Uniontown Neighborhood*
564 *Action Plan*;

565
566 D. The Staunton Planning Commission has reviewed the existing *2018-2040*
567 *Comprehensive Plan* and determined, that further amendments are merited, including amendments
568 to General Land Use and Development Guide, Future Land Use Map, and Additions to Chapter 1,
569 Goals and Objectives, to address the action items noted within *The Uniontown Neighborhood*
570 *Action Plan*;

571
572 E. The Staunton Planning Commission also conducted a properly advertised public
573 hearing at its November 16, 2023 meeting regarding the recommended changes and, after that
574 hearing, voted and recommended approval of the proposed amendments to the *2018-2040*
575 *Comprehensive Plan* to City Council, consistent with the provisions of Virginia Code Section 15.2-
576 2225;

577
578 F. The Staunton City Council conducted a properly advertised public hearing at its
579 December 14, 2023 meeting;

580
581 G. The Staunton City Council finds that, consistent with the provisions of Virginia
582 Code Section 15.2-2223(A), the *2018-2040 Comprehensive Plan* continues to serve to guide and
583 accomplish a coordinated, adjusted and harmonious development of the City which will, in
584 accordance with present and probable future needs and resources, best promote the health, safety,
585 morals, order, convenience, prosperity and general welfare of the community;

586
587 H. These matters have been properly advertised, heard, and considered; and

588
589 I. These recitals are an integral part of this resolution.

590
591 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE**
592 **CITY OF STAUNTON, VIRGINIA** that it formally adopts the amendments to the *City of*
593 *Staunton, Virginia, Comprehensive Plan 2018 – 2040* as proposed and recommended by the
594 Staunton Planning Commission.

595
596 Adopted: December 14, 2023

597

Signed: STEPHEN W. CLAFFEY, MAYOR

Attest: KILEY A. KESECKER
Clerk of Council

E. Consideration of a Final Plat for Winnbrook, Section 6

Mr. Rhodes stated that Winnbrook is a single-family residential development located on New Hope Road near the city's eastern border and Interstate 81. In April 2003, City Council approved a rezoning of the property from R-1, Low Density Residential District to R-2, Low Density Residential District Conditional. The conditional zoning retained the same density as the previous zoning for the overall tract.

The proffered items from the rezoning included:

1. Minimum lot width of 85 feet at front setback.
2. Minimum lot depth of 135 feet.
3. Minimum lot area of 12,000 sq. ft.
4. There shall be no more than 76 single family lots.
5. Several uses in standard R-2 have been removed, such as housing boarders and upon review, golf courses, plant nurseries, cemeteries, and not for profit social uses.

A preliminary plat for the development was approved in August 2003. The preliminary plat contains 76 single-family lots with a minimum lot area of 12,000 square feet. The proposed Section 6 contains the final nine lots of the development and includes an extension of Wexford Street. The new lots will all have frontage on the Wexford Street extension which has not yet been constructed. Public water and sewer for this section have already been constructed but have not yet been accepted by the City Engineer. The developer has submitted a bond for \$200,000 to cover the cost of the public infrastructure improvements which will allow the final plat to be approved, and the lots created, prior to construction of the public street and acceptance of all infrastructure.

The *City of Staunton, Virginia, Comprehensive Plan 2018-2040*, Future Land Use Map, designates this area as Low Density Residential and the approved Winnbrook single-family development is consistent with this designation.

The final plat is in general conformance with the approved preliminary plat from 2003, the proffered conditions and all requirements of the zoning and subdivision ordinances in place in 2003.

Mr. Rhodes concluded by stating that at its November 16, 2023 meeting, the Planning Commission considered the request. On a 3-0 vote, the Commission recommended approval of the final plat.

Mayor Claffey asked if Councilmembers had any questions.

Councilmembers had no comments or questions.

Vice Mayor Darby moved that Council approve the final plat for Winnbrook, Section 6, as recommended by the Planning Commission.

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

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

F. Presentation by City Auditors on the FY2023 Annual Comprehensive Financial Report

Chief Finance Officer Jessie Moyers introduced Kristen Holland of Brown Edwards & Company, L.L.P., the city's auditor, who presented the FY2023 Annual Comprehensive Financial Report (ACFR) and findings to Council.

Mayor Claffey asked if Councilmembers had any questions.

Councilmembers had no questions.

Mr. Arrowood moved that Council accept the FY2023 Annual Comprehensive Financial Report as presented.

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

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

G. Update on Municipal Separate Storm Sewer System Permit, Chesapeake Bay Total Maximum Daily Load Action Plan and Stormwater Utility Fee

Environmental Programs Administrator Pete Kesecker stated that the city is required to develop, implement, and enforce a Municipal Separate Storm Sewer System (MS4) Program to comply with coverage under General Permit No. VAR04, issued by the Virginia Department of Environmental Quality.

Mr. Kesecker introduced Keith Thompson of Wiley|Wilson, who along with city staff, has previously provided updates to City Council, during their September 22, 2022 and February 9, 2023 work sessions on the status of the MS4/TMDL programs and Stormwater Utility Fee Program. Following the work session on February 9, 2023, one of the next steps identified was to perform a study on the city's stormwater fee enterprise and bring that back to City Council for discussion as staff begins to prepare the FY 2025 Budget. That work was completed by Wiley|Wilson, and Mr. Thompson presented the report to City Council.

690
691 Mayor Claffey asked if Councilmembers had any questions.
692

693 Mayor Claffey asked when Staunton last raised the stormwater utility fee. Mr. Kesecker answered
694 2010. Mr. Thompson added that they recommend reviewing the fee every five years.
695

696 Mr. Campbell asked if there is a best management practices inspection program in the city. Mr.
697 Thompson stated that there is currently no BMP inspection program for the private sector.
698

699 Councilmembers had no further questions.
700

701 **H. Discussion of FY2023 End of Year General Fund Financial Overview and Fund**
702 **Analysis**
703

704 Ms. Moyers stated that the FY2023 year-end process has been completed. Recommendations for
705 the use of the unassigned fund balance will be introduced at the January 11, 2024 council meeting
706 as part of fiscal year 2024 budget amendment #2. The unassigned general fund balance as of June
707 30, 2023 is \$9,554,873, of which \$250,000 is a contingency reserve that is not available to be
708 spent. In addition, \$1,200,000 was proposed in Budget Amendment #1 for the Regional Animal
709 Shelter (\$776,000) and the JDR Courthouse/West End Complex (\$424,000). The \$1,200,000 was
710 carried over from FY2022 and not related to FY2023. This leaves \$8,104,873 available from the
711 FY2023 carry over. Ms. Moyers made the following recommendations for use:
712

713 Proposed for Budget Amendment #2
714

- 715 • \$765,000 be transferred to the Capital Improvements Fund in accordance with approved
716 first year of the FY2024-2028 Capital Improvement Plan to fund additional funds for GHP
717 bathrooms, MHP practice field lights, library study, and the three information technology
718 projects;
719
- 720 • \$3,000,000 set aside for the JDR Courthouse/West End Complex Project;
721
- 722 • \$1,250,000 be transferred into the Environmental fund to support the FY2025 Landfill
723 Capital;
724
- 725 • \$450,000 set aside to fund the shortfall on the West Beverley St. paving and sidewalk
726 improvements;
727
- 728 • \$100,000 to fund the Comprehensive Plan;
729

730 Mayor Claffey asked if Councilmembers had any questions.
731

732 Councilmembers had no questions.
733
734
735

I. Consideration of an Ordinance Dissolving the Valley Alcohol Safety Action Program

City Attorney John Blair stated that in 1987, the city formed the Valley Alcohol Safety Action Program (VASAP) in conjunction with Augusta County and the City of Waynesboro. In 2013, Rockbridge County and the Cities of Lexington and Buena Vista became members of VASAP. Over the summer of 2023, the State-level Commission on the Alcohol Safety Action Program (Commission) assumed responsibility for VASAP after the Executive Director and other staff members resigned. After several board meetings, the VASAP Policy Board determined that it would be in the best interest of member localities to dissolve the organization, and adopted a resolution to dissolve VASAP. The Commission will administer the program on a temporary basis until it determines which other Alcohol Safety Action Program would best absorb VASAP's former member localities. The proposed ordinance will formally dissolve VASAP and provide a wrap-up process for the organization's outstanding assets and liabilities. At the conclusion of twelve months after the enactment of the ordinance, any remaining VASAP funds will be distributed to the former VASAP localities in equal shares.

Mayor Claffey asked if Councilmembers had any questions or comments.

Mr. Robertson stated that in essence, the state is going to take over administering the VASAP program. Mr. Blair agreed.

Councilmembers had no further questions or comments.

Ms. Woods moved that Council adopt the ordinance dissolving the Valley Alcohol Safety Action Program as presented.

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

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

Ordinance No. 2023- 40**AN ORDINANCE AUTHORIZING THE DISSOLUTION OF THE VALLEY ALCOHOL SAFETY ACTION PROGRAM**

WHEREAS, the City of Staunton is a member of the Valley Alcohol Safety Action Program (VASAP), a joint exercise of powers among Augusta and Rockbridge Counties and the Cities of Buena Vista, Lexington, Staunton, and Waynesboro pursuant to Sections 15.2-1300 and 18.2-271.2 of the Code of Virginia; and

WHEREAS, the Policy Board of VASAP resolved on November 1, 2023, to dissolve and begin windup of its affairs, and has communicated to this locality its request that its Council authorize the dissolution of VASAP in accordance with its governing documents.

782
783 **NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Staunton,
784 Virginia, that:

785
786 1. Its ordinance establishing the Valley Alcohol Safety Action Program (VASAP) is repealed;

787
788 2. That the City Manager is authorized to confer with the chief administrative officers of the
789 other member localities of VASAP, and to equitably divide the personal property of VASAP
790 among its member localities, or, if such personal property is no longer needed by any member
791 locality, sell such property as surplus in the manner provided by law;

792
793 3. That the Chair of VASAP is authorized and directed to obtain its release from its lease on
794 its office space in Staunton, provided, however, that only such funds as are held in the name of
795 VASAP or in trust for VASAP shall be spent on such resolution or on rent until such resolution,
796 and no funds of this locality shall be spent therefor; and

797
798 4. The City of Staunton is authorized to hold, in trust as fiscal agent of VASAP, VASAP's
799 funds for a period of 12 months following the effective date of this ordinance in order to defray
800 any remaining invoices that may come due from VASAP after the date of its dissolution, after
801 which time such funds shall be distributed to the member jurisdictions in equal shares.

802
803 ADOPTED: December 14, 2023

804
805
806 Signed: STEPHEN W. CLAFFEY, MAYOR

807
808 Attest: KILEY A. KESECKER
809 Clerk of Council

810
811
812 **MATTERS FROM THE CITY MANAGER**

813
814 Ms. Beauregard presented updates and information on the following items:

- 815
816
 - The trash survey will be closed on December 15
 - A workshop for property owners and residents of the West End on January 9, 2024
 - The city's holiday schedule
 - A new citizen survey coming out in January 2024.

820
821 **MATTERS FROM THE PUBLIC**

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823 Mayor Claffey read the following statement:

824
825 "This part of City Council's agenda is entitled matters from the public. It is a time that Council
826 sets aside to hear from citizens and others about a wide variety of subjects. A copy of the Staunton
827 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.”

Terry Leonard, 331 Old Greenville Road and Olga Sandy, 330 Old Greenville Road, described issues with excessive speeding and safety on Old Greenville Road and asked that a traffic survey be conducted.

Mary Miller, 471 Albemarle Avenue, shared an article from the New England Journal of Medicine.

Pam Wagner, 164 North Coalter Street, thanked Council and asked about nitrogen and phosphorous runoff from the stormwater presentation.

Cindy Connors, 106A Skyline Avenue, discussed the West End and the revitalization project.

Brenda Mead, 342 Sherwood Avenue, thanked the Planning commission and the city’s planning department for their work on the Commerce Road solar project.

Emily Edwards from August County 4-H gave a brief presentation and provided updates on the programs offered by 4-H in the area.

Randolph Bertin, 211 Hendren Avenue, discussed the problems caused by single-use plastic grocery bags and encouraged everyone to use recyclable bags when shopping.

Stephen Poulson, 315 Sherwood Avenue, thanked Council for approving the Comprehensive Plan amendments regarding Uniontown and stated that any excess funds should go towards that project.

Charlie Bishop, 38 Woodlee Road, thanks those responsible for fixing the traffic signal at Edgewood and Augusta.

There was no one else present wishing to speak.

Ms. Woods moved to enter a closed meeting for: (i) the discussion of the performance of a specific Council-appointed city employee, the Staunton City Manager, pursuant to Virginia Code § 2.2-3711(A)(1); and (ii) the discussion of a public contract for architectural and engineering services involving the expenditure of public funds where the discussion in an open session would adversely affect the City of Staunton’s bargaining position pursuant to Virginia Code §2.2-3711(A)(29).

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

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

Mayor Claffey 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 Vice Mayor Darby and carried as follows:

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

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 10:33 p.m.

Kiley A. Kesecker
Clerk of Council

SPECIAL MEETING OF STAUNTON CITY COUNCIL
Wednesday, December 20, 2023
3:00 p.m.
Caucus Room

PRESENT: **Mayor Stephen W. Claffey**
 Vice Mayor Amy G. Darby
 Brad D. Arrowood
 Adam F. Campbell
 Michele D. Edwards
 Mark A. Robertson
 Alice L. Woods

ALSO PRESENT: **Leslie Beauregard, City Manager**
 John Blair, City Attorney
 Lyle Hartt, City Engineer
 John Keene, Project Manager/Owner Representative
 Kiley Kesecker, Clerk of Council

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

Closed Meeting

Mr. Robertson moved to enter a closed meeting for the discussion of the award of a public contract for architectural and engineering services involving the expenditure of public funds, where the discussion in an open session would adversely affect the City of Staunton's bargaining position pursuant to Virginia Code §2.2-3711(A)(29).

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

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

Ms. Woods 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 Vice Mayor Darby and carried as follows:

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

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ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 4:31 p.m.

Kiley A. Kesecker
Clerk of Council

DRAFT

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	January 11, 2024	Jessie Moyers Chief Finance Officer
Item #	A.2	
Department:	Finance	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Responsible, Efficient Government	
Subject:	Consideration of Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing	

Background: The City of Staunton will be applying to the Virginia Resource Authority's (VRA) Virginia Pooled Financing Program (VPFP) spring pool to fund the construction of a Juvenile and Domestic Relations District Court courthouse. The city has been advised by bond counsel to have a reimbursement resolution in place. At this present time, there is no plan for the city to reimburse itself for the purchase of the parcel or the design services of the courthouse. The reimbursement resolution, however, will allow the city to have the flexibility to do so, if the need arises.

Attachment: Draft Resolution

City Manager's Recommendation: Adopt the Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing.

Suggestion Motion: I move that Council adopt the Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing.

City Manager: Leslie Beauregard

**RESOLUTION OF OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF A BORROWING**

WHEREAS, the City of Staunton, Virginia (the “City”), intends to undertake capital improvements for a new juvenile and domestic courthouse and related facilities (collectively, the “Project”) and to finance all or a portion of such costs; and

WHEREAS, plans for the Project have advanced and the City expects to advance its own funds to pay expenditures related to the Project (the “Expenditures”) prior to incurring indebtedness and to receive reimbursement for such Expenditures from proceeds of tax-exempt bonds or taxable debt (the “Obligations”), or both;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STAUNTON, VIRGINIA:

1. The City intends to utilize a portion of the proceeds of the Obligations in an aggregate amount not currently expected to exceed \$5,000,000 to pay or reimburse Expenditures.

2. The City intends that the proceeds of the Obligations be used to reimburse the City for Expenditures made with respect to the Project on or after the date that is no more than 60 days prior to the date of this Resolution. As of the date hereof, the City reasonably expects that it will reimburse the Expenditures with the proceeds of the Obligations.

3. Each Expenditure was or will be, unless otherwise approved by bond counsel, either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to the Obligations, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the City so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the City.

4. The City intends to make a reimbursement allocation, which is a written allocation by the City that evidences the City’s use of proceeds of the Obligations to reimburse an Expenditure, no later than 18 months *after the later of* (a) the date on which the Expenditure is paid or (b) the Project is placed in service or abandoned, but in no event more than three (3) years after the date on which the Expenditure is paid; provided, however, that such timing limitations are subject to the applicability of (x) Treasury Regulations Section 1.150-2(d)(2)(ii) related to expenditures by “small issuers” (based on the year of issuance and not the year of expenditure), and (y) Treasury Regulations Section 1.150-(d)(2)(iii) related to expenditures for “long-term” construction projects requiring at least five years to complete.

5. The City recognizes that the limitations set forth in the foregoing paragraphs 2 and 4 do not apply to:

(a) “preliminary expenditures” (as such term is used in Treasury Regulations Section 1.150-2(f)(2)) up to an amount not in excess of 20% of the aggregate issue price of the Obligations that finance or are reasonably expected to finance the Project for which the preliminary expenditures were incurred;

(b) costs of issuance of any Obligations; and

(c) “de minimis” amounts (which shall not in the aggregate exceed the lesser of \$100,000 or 5% of the proceeds of the Obligations).

6. The City intends that the adoption of this resolution confirms the “official intent” within the meaning of Treasury Regulations Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.

7. This resolution shall take effect immediately upon its passage.

Introduced:

Adopted:

Effective Date:

Stephen W. Claffey, Mayor

ATTEST:_____

Kiley A. Kesecker,
Clerk of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	January 11, 2024	Staff Members: Billy Vaughn Amanda DiMeo
Item #	A.3	
Department:	Economic Development	
Alignment with Staunton Plan (Value /Strategic Area):	Strategic Area: Economic Development	
Subject:	Authorization to Submit an Application to the Virginia Economic Development Partnership for a Virginia Business Ready Sites Program Grant for Staunton Crossing	

Background: The purpose of the Virginia Economic Development Partnership's (VEDP) Virginia Business Ready Sites Program (VBRSP) is to establish a portfolio of potential sites across the Commonwealth that are well-prepared and positioned for selection and development by economic development projects that seek to construct new industrial or commercial facilities. The goal of the VBRSP is to further business attraction in the Commonwealth of Virginia through site development, by preparing more competitive project-ready sites, industrial end-users will be more likely to select Virginia for investment. To accomplish this mission, VEDP awards available funds to site development projects to assist with the costs necessary to advance sites from their current Tier Level to higher Tier Levels. VBRSP funds are awarded to site development projects based on VBRSP Program Priorities and the merits of the project. This year's FY2024 VBRSP grant is the third round of funding in as many years. Over the past 2 years, the city has received \$5.4 million through this program.

Project Description: In support of VEDP's mission to establish project-ready sites, the City is requesting FY2024 grant funding to undertake the necessary installation/extension of the water systems to serve Staunton Crossing. The request also includes funding to upgrade Columbia Gas services to the entire site.

Scope of Work: The proposed project includes the installation of 7,700 linear feet of 16" onsite waterline, and the construction of a 1.0 MG composite elevated water storage tank, site work, and an access road. Regarding the gas line upgrade, the project includes replacing 2,500 Linear Feet of 6" line with 10" steel pipeline.

Funding Request: The total budget for this phase of the project is \$ 16,280,000. The FY2024 grant request is for \$11,780,000. Details are as follows:

Project Details	Amount
7,700 linear feet of 16" waterline and associated costs	\$3,390,000
1.0 million-gallon composite elevated water storage tank, site work, access road, and associated costs	\$6,890,000
2,500 linear feet of 10" steel pipeline	\$6,000,000
TOTAL	\$16,280,000

Local Match: The City is required to provide at least a 2:1 local match to the grant requested funds. Although, the city has ample capacity to again provide an in-kind match, the City proposes to also provide a cash match for the water facilities with hopes of making our application more competitive. The source of the cash match is the result of funds that were originally earmarked for the replacement of a pump station for one of the City's two main water sources. The City was initially awarded an American Rescue Plan Act (ARPA) Grant through the Virginia Department of Health (VDH) to fund the pump station replacement project.

The local match details are as follows:

FY2024 VBRSP GRANT FUNDING REQUEST	\$11,780,000
Required 2:1 Match for the Grant Request	\$3,926,667
CASH Match (Water Facilities <u>Only</u>)	\$1,500,000
In-Kind Match (Water Facilities)	\$1,426,667
In-Kind Match (Gas Line Upgrade)	\$1,000,000

City Manager's Recommendation: Recommend that Council authorize the City to apply for and accept, if awarded, a Virginia Economic Development Partnership grant through the Virginia Business Ready Sites Program for funding for the installation water system facilities at Staunton Crossing.

Suggested Motion: I move to authorize the submission an application to the Virginia Economic Development Partnership for a Virginia Business Ready Sites Program, 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

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	January 11, 2024	John C. Blair, II City Attorney Chris Tuttle Parks and Recreation Director
Item #	B	
Department:	City Attorney	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Engagement	
Subject:	Consideration of Resolution Authorizing Stadium License Agreement Between the City and Mary Baldwin University	

Background: 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. At the September 14, 2023 City Council meeting, City Council adopted a resolution that authorized a license agreement through December 31, 2023. The attached draft resolution authorizes a license agreement which sets forth the terms and conditions for MBU's use of the stadium during its 2024 spring season.

Attachments:

Attachment 1—Draft Resolution

Attachment 2—Draft License Agreement

City Manager's Recommendation: Authorize the license agreement between the City and Mary Baldwin University for the use of John Moxie Memorial Baseball Stadium as noted in the license agreement and further authorize and direct the City Manager to sign the license agreement with such modifications in final form as approved by the City Attorney.

Suggested Motion: I move 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 license agreement and further authorize and direct the City Manager to sign the license agreement with such modifications in final form as approved by the City Attorney.

City Manager: Leslie Beauregard

**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 spring baseball season; 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 beginning February 1, 2024 to and including May 13, 2024; 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 _____ day of January, 2024.

Stephen W. Claffey, Mayor

ATTEST: _____
Kiley A. Kesecker,
Clerk of Council

STADIUM NON-EXCLUSIVE LICENSE AGREEMENT

This **NON-EXCLUSIVE STADIUM LICENSE AGREEMENT** (the Agreement) dated as of _____, 2024, for identification, is made by and between **CITY OF STAUNTON, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the City), and **MARY BALDWIN UNIVERSITY**, a Virginia corporation (the Licensee) (SCC #00243162).

1. Recitals.

- 1.1 The City owns and operates John Moxie Memorial Baseball Stadium (“Stadium”) in Gypsy Hill Park.
- 1.2 Licensee has requested the use of the Stadium for the purposes of playing baseball in preparation for and during collegiate baseball seasons. A sketch of the stadium area is attached as Exhibit A.
- 1.3 After approval action of the Council of the City of Staunton, Virginia, the City authorizes that the City facilities shown on Exhibit B (“Facilities”) be made available for such use in anticipation of the valued recreational and entertainment opportunities to be provided to the City and its residents by a collegiate baseball program in the City. Nonetheless, it is stipulated that Licensee’s activities, including but not limited to scheduling, programming, and participation, are not sponsored, not directed, and not managed by the City, instead being solely and completely controlled by Licensee. It is also stipulated that any decision-making is within the sole and private, independent control and exercise of discretion of Licensee and any role of the City is minimal, providing merely neutral logistical assistance, with no role whatsoever as to making agreements or adopting or enforcing any requirements.
- 1.4 These recitals are an integral part of this Agreement.

2. License. City grants to Licensee a license for the non-exclusive use of the Facilities.

3. Term. The term of this Agreement shall be from February 1, 2024, to and including May 13, 2024. Licensee shall not be required to pay to City a fee for use of the Facilities.

4. Obligations of Licensee.

- 4.1 Licensee is required to perform all restroom cleaning within twelve (12) hours of the conclusion of any use of Facilities by Licensee. The City will provide cleaning supplies and materials for this purpose. Only the restrooms located between the Stadium and the Winston Wine Memorial Stadium will be available for use during Licensee’s use of the Facilities.

4.2 Licensee will have total responsibility for immediate trash pickup during and after each use by Licensee of the Facilities through each season. All trash shall be properly deposited into containers to be readily accessible to the City's refuse service.

4.3 Licensee shall be responsible for the maintenance of the playing field (including, without limitation, marking and dragging the field and provision of marking dust and drying agent), at its sole expense, with the exception that the City shall (a.) paint and maintain outfield boundary lines, and (b.) mow the field, including the infield, at least one (1) time each week during each season. If Licensee reasonably requests additional mowing, the City will complete such additional mowing and invoice Licensee for all costs associated with the use and operation of equipment, the materials and the labor. Such invoice shall be paid within ten (10) days by Licensee, and if not paid within such period, shall bear interest at the rate of 9% per annum.

4.4 Any other special requests by Licensee for the City to provide equipment and services will be invoiced to Licensee for all costs associated with the use and operation of the equipment, materials and labor. Such invoice shall be paid within ten (10) days by Licensee, and if not paid within such period, shall bear interest at the rate of 9% per annum. Notwithstanding the foregoing, Licensee shall have use of the batting net and batting cage owned by the City and stored in the Facilities, at no additional cost.

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

5. Water and Electricity. The City will furnish at the City's cost and expense water and electricity from the presently installed hookups for the use of Licensee. The water will be turned on for use by the Licensee as soon as is practicable, weather permitting.

6. Use and Restrictions. Licensee's use of the Facilities during each season is subject to the following additional conditions:

6.1 The City hereby expressly reserves and excepts the use of the Facilities during each season when, in the sole discretion of the City, the Facilities are needed for civic purposes, scheduled community recreation events, or other purposes. Staunton City Schools and youth league teams shall have the right, as a matter of priority, to practice and play games during their respective seasons. The City shall, when practicable, give at least twenty-four (24) hours' notice to Licensee of any conflict of events. In case of emergency or necessity, to be determined in the City's sole discretion, the City may take control of and use the Facilities without Licensee receiving notice.

6.2 Licensee will provide the City with a fixed schedule for each season at least ninety (90) days prior to the commencement of such season. After the schedule is submitted to the City, Licensee must make reasonable effort to submit all changes of dates and times for approval by the City at least twenty-four (24) hours prior to such changes being made. Licensee acknowledges that rescheduling of rainouts cannot conflict with scheduled Staunton High School games or practices.

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

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

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

7. Concessions. Licensee's sale of concessions shall be subject to the following conditions:

7.1 Licensee, its students, and affiliated clubs and organizations, shall be permitted to sell concessions and shall supply, at their expense, all equipment necessary for the sale and operation of concessions as well as food and drink items used as concessions.

7.2 Licensee shall be responsible for the cleaning of any part of the Facilities where concessions are conducted or used, to the sole satisfaction of the City's designee, such cleaning to be completed immediately following each game.

7.3 Licensee shall be permitted to display temporary Mary Baldwin University/National Collegiate Athletic Association signage/banners. Licensee shall remove all temporary banners at the end of each Fall and Spring season. No advertising will be displayed on the exterior of any Facilities' Building. Licensee Shall not sell advertising or marketing space to or for the benefit of third parties or for licensee.

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

8. Environmental Indemnification.

8.1 Subject to the terms of subsections 7.1 through 7.5 of this Agreement, Licensee shall, at all times, indemnify, defend and hold harmless the City, its members of Council,

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

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

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

8.4 "Hazardous Wastes" shall have the same meaning as set forth in the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq. and the regulations promulgated thereunder and in the Virginia Hazardous Waste Management Regulations, all as amended from time to time. The term "Toxic Substances" shall include all substances defined pursuant to Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601(14),

as amended from time to time, without limitation, however, as to the quantity of substances released. Further, the term "Toxic Substances" shall also include petroleum as defined at 42 U.S.C. § 6991(8), whether contained above or below ground, and shall include asbestos contained in or comprising building materials or building components. The term "Release" shall have the same meaning as set forth at 42 U.S.C. § 9601(22).

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

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

10. Insurance.

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

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

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

11. Damage or Destruction of Facilities.

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

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

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

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

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

To Licensee: Mary Baldwin University
 101 East Frederick Street
 Staunton, VA 24401

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

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of successors in interest and permitted assigns of the City and Licensee. Licensee assures the City that this transaction is authorized. This Agreement may not be assigned, nor any

performance of any duty hereunder be delegated by either the City or Licensee, without the prior written consent of the other.

15. Severability. If any provision, clause or part of this Agreement or the application hereof under certain circumstances is held invalid or unenforceable for any reason, the remainder of this Agreement, or the application of such provision, clause or part under other circumstances, shall not be affected thereby.
16. Immunity. Nothing in this Agreement shall be construed or interpreted to be a waiver of any sovereign or other immunity of the City, its members of Council, officials, employees, agents or responsible parties or of Licensee.
17. No Third-Party Beneficiary. This Agreement is not intended to and shall not be construed to create any third-party beneficiary.
18. Waiver of Trial by Jury. The City and Licensee each hereby waive any and all right to trial by jury in any matter arising out of or in any way connected with this Agreement.
19. Appropriations. The obligations of the City are subject to and contingent upon sufficient annual appropriations of funds by the City Council for the purpose of this Agreement.
20. Governing Law and Forum Selection. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, without reference to its conflicts of laws rules or principles. The City and Licensee agree that any proceeding connected with the subject matter of this Agreement or otherwise related to the rights of either party, contractual or extra-contractual, shall be instituted or filed and maintained by each and both of them, unless required otherwise by law, solely in the General District or Circuit Court of the City of Staunton, Virginia.
21. Applications, Construction and Interpretation; Captions. This Agreement will be applied, construed and interpreted without any regard to any rule or principle of construction concerning the drafting or authorship of the Agreement. The headings or captions in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of the provisions.
22. Entire Agreement; Amendments. The City and Licensee acknowledge that no representation, promise, inducement or agreement not herein expressed has been made in connection with this Agreement. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. They acknowledge that this Agreement and any documents which are to be executed in connection herewith pursuant to the terms of this Agreement contain the entire agreement between them regarding the subject matter hereof and supersede and replace any and all prior oral and written agreements, arrangements or understandings between them hereto relating to the subject matter hereof. This Agreement may be amended only by a written instrument signed on behalf of the City, as duly authorized, and by Licensee.

WITNESS the following signatures:

CITY:

CITY OF STAUNTON, VIRGINIA

By: _____
Leslie M. Beauregard
City Manager

LICENSEE:

MARY BALDWIN UNIVERSITY

By: _____
_____ Name
_____ Title



Attachment 2, Exhibit A

1 inch = 169 feet



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

4/12/2018



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

Attachment 2, Exhibit B

1 inch = 200 feet



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

4/12/2018

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	January 11, 2024	Jessie L. Moyers Chief Finance Officer
Item #	C	
Department:	Finance	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Responsible, Efficient Government	
Subject:	Ordinance to Amend the FY2024 Budget Ordinance for the City of Staunton by Adding Budget Amendment Number Two	

Background: The second budget amendment for fiscal year 2024 has been prepared for review and discussion. The total budget amendment equals \$30,374,811. This budget amendment does require a public hearing, which was properly advertised on January 4, 2024 in the *News Leader* and will be conducted after staff's summary of the amendment. Consideration of the ordinance is scheduled for January 25, 2024.

City Budget Amendment—\$22,643,657

1. General Fund amendment of \$7,108,961.
 - \$24,222 – Opioid Settlement Funds
 - \$369,500 – Interest Income
 - \$3,000 – IT Grant for GIS Software
 - (547) – Adjust Clerk of the Court Trust Funds
 - \$11,314 – Insurance Recoveries

- \$4,750 – Safety Grant
 - \$15,200 – DMV Grant
 - \$6,000 – Library Grant
 - \$57,734 – Additional State Aid for Library
 - \$23,270 – Reappropriate ARPA funds
 - \$944,518 – Appropriate Fund Balance-Designated/Restricted Funds
 - \$131,158 – Opioid Funds
 - \$20,342 – State Forfeited Assets
 - \$111,185 – PD State/Fed Forfeited Assets
 - \$77,090 – Four for Life and Fire Program Funds
 - \$595,552 – VDOT Reimbursable Funds
 - \$9,191 – Parks & Rec and Horticulture
 - \$5,650,000 – Appropriate Fund Balance-Undesignated Funds
 - \$85,000 – Appropriate funds for back taxes (three years) for Valley Supportive Housing
 - \$4,315,000 – Transfer to CIP Fund
 - \$1,250,000 – Landfill Capital Funding
2. Capital Improvements Fund amendment of \$6,189,859.
 - \$3,000,000 – Transfer from the General Fund: JDR Courthouse/West End Complex
 - \$765,000 – Transfer from the General Fund: FY2024 CIP (not including reserves)
 - \$450,000 – Transfer from the General Funds: VDOT Paving and HUD Sidewalk Project Overages
 - \$100,000 – Transfer from the General Fund: Comprehensive Plan
 - \$1,732,332 – Appropriate VDOT Grant Revenue
 - \$142,527 – Appropriate Recovered Costs
 3. Bond Fund amendment of \$94,793 - transfer to School CIP.
 4. Grants Fund amendment of \$5,244 - appropriate federal DMV grant.
 5. Water Fund amendment of \$5,930,000 - appropriate VDH ARPA Grant funding.
 6. Sewer Fund amendment of \$198,275 - appropriate additional funds for the Clarifier #3 project.
 7. Environmental Fund amendment of \$2,122,813.
 - \$2,949 – Adjust DEQ grant funds
 - \$869,864 – Reappropriate ARPA Funds
 - \$1,250,000 – Transfer from General Fund for Landfill Capital

8. Stormwater Fund amendment of \$950,000 - reappropriate ARPA funds.
9. HUD Fund amendment of \$43,712 - local share of W. Beverley Sidewalk project.
10. Education Fund amendment of \$2,994,891:
 - \$2,293,395 – Appropriate federal operating grants
 - \$30,000 – Appropriate Recruitment and Retention Grant
 - \$192,360 – Appropriate Virginia All In Initiative
 - \$83,234 – Appropriate restricted amounts from fund balance
 - \$116,544 – Appropriate prior year fund balance for SVRP
 - \$275,000 – Fund CIP from prior year fund balance
 - \$4,000 – Appropriate VRSA Grant
 - \$358 – Appropriate Salvage and Surplus income
11. School CIP Fund amendment of \$4,464,356:
 - \$374,600 – Appropriate School Security Equipment grant for prior years
 - \$26,051 – Appropriate HVAC ARP grant
 - \$190,446 – Appropriate Interest/Refunds
 - \$94,792 – Transfer from bond fund
 - \$3,258,962 – Transfer from city CIP funds designated for schools
 - \$275,000 – Transfer from Education for FY2024 CIP
 - \$244,505 – Appropriate School Security Equipment grant
12. SOP Fund amendment of \$3,687 - appropriate additional grant funds.
13. School Cafeteria Fund amendment of \$268,220.
 - \$41,667 – Appropriate restricted donations/grants from fund balances
 - \$214,599 – Appropriate USDA Equipment grant
 - \$2,500 – Appropriate Chef Ann grant
 - \$3,256 – Appropriate EBT Admin funds
 - \$6,198 – Appropriate prior year EBT Admin funds

Attachments:

Attachment 1 – Budget Amendment Number One

Attachment 2 – Notice of Public Hearing

City Manager's Recommendation: Discuss the proposed budget ordinance and conduct the public hearing.

Suggested Motion: Not Applicable.

City Manager: Leslie Beauregard

Ordinance No. 2024-
AN ORDINANCE TO AMEND
THE FY2024 BUDGET ORDINANCE
FOR THE CITY OF STAUNTON
BY ADDING BUDGET AMENDMENT NUMBER TWO

Attachment 1

BE IT ORDAINED, by the City Council of the City of Staunton, Virginia, that the FY2024 Budget is amended as follows:

GENERAL FUND - 110

Anticipated Revenue

General Revenue	\$ 6,594,518
Recovered Costs	11,314
Miscellaneous Revenue	393,722
Capital Grants and Contributions	<u>109,407</u>
Total Revenue	\$ 7,108,961

Appropriations

General Government	\$ 612,880
Judicial Administration	19,795
Public Safety	212,432
Public Works	595,552
Parks, Recreation, Cultural	80,032
Community Development	23,270
Transfers to Other Funds	<u>5,565,000</u>
Total Appropriations	\$ 7,108,961

GRANTS FUND - 215

Anticipated Revenue

Capital Grants and Contributions	\$ 5,244
Total Revenue	\$ 5,244

Appropriations

Public Safety	\$ 5,244
Total Appropriations	\$ 5,244

HUD FUND - 225

Anticipated Revenue

Transfer from the General Fund	\$ 43,712
Total Revenue	\$ 43,712

Appropriations

Public Works	\$ 43,712
Total Appropriations	\$ 43,712

CITY CAPITAL IMPROVEMENTS FUND - 390

Anticipated Revenue

Transfer from the General Fund	\$ 4,315,000
Recovered Costs	\$ 142,527
Operating Grants and Contributions	<u>\$ 1,732,332</u>
Total Revenue	\$ 6,189,859

Appropriations

Capital Projects	\$ 6,189,859
Total Appropriations	\$ 6,189,859

BOND FUND - 395

Anticipated Revenue

General Revenues	\$	94,793
Total Revenue	\$	94,793

Appropriations

Capital Projects	\$	94,793
Total Appropriations	\$	94,793

WATER FUND - 530

Anticipated Revenue

Debt	\$	-
Appropriation of Prior Year Unassigned Fund Balance	\$	5,930,000
Total Revenue	\$	5,930,000

Appropriations

Capital	\$	5,930,000
Total Appropriations	\$	5,930,000

SEWER FUND - 540

Anticipated Revenue

Appropriation of Prior Year Fund Balance	\$	198,275
Total Revenue	\$	198,275

Appropriations

Capital	\$	198,275
Total Appropriations	\$	198,275

STORMWATER FUND - 570

Anticipated Revenue

Capital Grants and Contributions	\$	950,000
Total Revenue	\$	950,000

Appropriations

Capital		950,000
Total Appropriations	\$	950,000

ENVIRONMENTAL FUND - 580

Anticipated Revenue

Environmental Fund Balance / Capital Grants and Contributions	\$	2,122,813
Total Revenue	\$	2,122,813

Appropriations

Operations	\$	2,122,813
Total Appropriations	\$	2,122,813

EDUCATION FUND - 900**Anticipated Revenue**

General Revenue	\$	479,136
Capital Grants and Contributions		<u>2,515,755</u>
Total Revenue	\$	2,994,891

Appropriations

Operations	\$	<u>2,994,891</u>
Total Appropriations	\$	2,994,891

EDUCATION SOP FUND - 920**Anticipated Revenue**

Capital Grants and Contributions	\$	<u>3,687</u>
Total Revenue	\$	3,687

Appropriations

Operations	\$	<u>3,687</u>
Total Appropriations	\$	3,687

CAFETERIA FUND - 930**Anticipated Revenue**

Capital Grants and Contributions	\$	214,599
Operating Grants and Contributions	\$	5,756
Transfer from Cafeteria Fund Balance	\$	<u>47,865</u>
Total Revenue	\$	268,220

Appropriations

Operations	\$	<u>268,220</u>
Total Appropriations	\$	268,220

SCHOOL CIP FUND- 966**Anticipated Revenue**

Transfer from the Education Fund	\$	<u>4,464,356</u>
Capital Grants and Contributions		-
Total Revenue	\$	4,464,356

Appropriations

Capital Projects	\$	<u>4,464,356</u>
Total Appropriations	\$	4,464,356

GRAND TOTAL BUDGET AMENDMENT NO 2	\$	30,374,811
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INTRODUCED: January 11, 2024

PUBLIC HEARING: January 11, 2024

Public Hearing Advertisement Date: January 4, 2024

Approved this _____ day of _____ 2024

Effective Date: _____

CERTIFIED: _____

ATTEST: _____

Kiley Kesecker

Clerk of Council

Stephen W. Claffey

Mayor of Council

CITY OF STAUNTON			
FY 2024 BUDGET AMENDMENT NO. 2			
		AMOUNT	
	LEDGER CODE	REVENUE	EXPENDITURE
GENERAL FUND			
GENERAL GOVERNMENTAL ADMINISTRATION			
<u>GENERAL GOVERNMENT</u>			
Misc Revenue	11001-41750-40257	\$ 24,222	
Other Expense	11099800-55670-40257		\$ 24,222
To appropriate Opioid Settlement Funds			
Appropriation of prior year reserves	11001-41930	\$ 85,000	
Contingency	11099800-56997		\$ 85,000
To appropriate funds to cover Valley Supportive Housing back taxes			
Appropriation of prior year reserves	11001-41930	\$ 131,158	
Other Expenses-Opioid Funds	11099800-55670-40257		\$ 131,158
To appropriate carry over balance for Opioid Funds			
Interest Income	11001-41510	\$ 369,500	
Professional Services	11088150-53010		\$ 41,500
Auto Equipment	11033110-58316		\$ 225,000
Contracted Maint-Special Equipment	11022170-53166		\$ 8,000
Tree Care	11077120-53040		\$ 50,000
Professional Services	11088110-53010		\$ 45,000
To appropriate additional interest income			
<u>INFORMATION TECHNOLOGY</u>			
PS Non Capital Grant	11013-45551	\$ 3,000	
Rental of Software	11011510-55498		\$ 3,000
To appropriate grant for GIS Software			
JUDICIAL ADMINISTRATION			
<u>COMMONWEALTH ATTORNEY</u>			
Appropriation of Prior Year Fund Balance	11001-41930	\$ 20,342	
State forfeited assets	11022210-55472		\$ 20,342
To carry forward the balance of the state forfeited assets confiscated as a result of criminal drug operations, as mandated by state requirements			
<u>CLERK OF THE CIRCUIT COURT</u>			
Circuit Court Technology trust funds	11023-45318-40310	\$ (547)	
Technology Trust Funds for records management/indexing	11022160-55429-40310		\$ (547)
To adjust appropriate additional Comm of VA funds from the Supreme Court of Virginia			
PUBLIC SAFETY			
<u>POLICE DEPARTMENT</u>			
Appropriation of Prior Year Fund Balance	11001-41930	\$ 111,185	
State forfeited asset expenditures	11033110-55472		\$ 97,491
Federal forfeited asset expenditures	11033110-55473		\$ 13,694
To carry forward the balance of the state and federal forfeited asset funds. Carry forward is mandated by state and federal regulations.			
Insurance recovery	11031-41928	\$ 390	
Police Maintenance and Repairs-vehicles	11033110-53105		\$ 390
To appropriate insurance proceeds for vehicle repairs			

CITY OF STAUNTON			
FY 2024 BUDGET AMENDMENT NO. 2			
		AMOUNT	
	LEDGER CODE	REVENUE	EXPENDITURE
Insurance recovery	11031-41928	\$ 3,236	
Police Maintenance and Repairs-vehicles	11033110-55411		\$ 3,236
To appropriate insurance proceeds for drone repairs			
Insurance recovery	11031-41928	\$ 581	
Police Maintenance and Repairs-vehicles	11033110-55305		\$ 581
To appropriate insurance proceeds for vehicle repairs			
Other Grants	11033-41737	\$ 4,750	
Materials/Supplies	11033110-55415		\$ 4,750
To appropriate safety grant			
DMV grant	11033-46206-52900	\$ 15,200	
Police Overtime	11033110-51530-52900		\$ 14,400
Police Training	11033110-55005-52900		\$ 800
To appropriate Selective Enforcement Grant from the National Highway Traffic Safety Administration			
<u>FIRE DEPARTMENT</u>			
Appropriation of Prior Year Fund Balance	11001-41930	\$ 77,090	
Four for Life funds expenditures	11033290-55602		\$ 36,001
Fire Programs funds expenditures	11033290-55639		\$ 41,089
To carry forward the balance of state funds received, as mandated by state requirements.			
PUBLIC WORKS			
<u>ADMINISTRATION</u>			
Appropriation of prior year fund balance	11001-41930	\$ 595,552	
Maint/Street Paving	11044130-53225-18300		\$ 595,552
To appropriate carry over balance for VDOT reimburseable funds			
PARKS AND RECREATION			
<u>PARKS AND RECREATION</u>			
Appropriation of prior year reserves	11001-41930	\$ 1,056	
Materials and Supplies	11077110-55415-31200		\$ 1,056
To carry forward the balance of donated funds to build a nature park.			
Appropriation of prior year reserves	11001-41930	\$ 2,876	
Building improvements/ capital outlay.	11077110-58385-34400		\$ 2,876
To carry forward the balance of donated funds for the Booker T. Washington facility kitchen.			
Insurance Recovery	11071-41928	\$ 7,107	
Maint of Facilities	11077210-53165		\$ 7,107
To appropriate insurance recovery for damage merry go round			

CITY OF STAUNTON			
FY 2024 BUDGET AMENDMENT NO. 2			
		AMOUNT	
	LEDGER CODE	REVENUE	EXPENDITURE
<u>LIBRARY</u>			
Other Grants	11073-44122-40305	\$ 6,000	
Non-Capital Equipment	11077510-55486-40305		\$ 6,000
To appropriate additional grant funds			
Non-Capital State Revenue	11073-45550	\$ 57,734	
Books-State Revenue	11077510-55423		\$ 57,734
To appropriate additional state aid for library			
<u>HORTICULTURE</u>			
Appropriation of prior year reserves	11001-41930	\$ 5,259	
Materials and Supplies	11077120-55415-33200		\$ 5,259
To appropriate Susan Blackley grant funds (Community Foundation) and FY22 carry over			
COMMUNITY DEVELOPMENT			
<u>COMMUNITY DEVELOPMENT</u>			
Misc Federal Revenue	11001-46250-ARPA	\$ 23,270	
Professional Services	11088120-53010-ARPA		\$ 23,270
To appropriate remaining ARPA Funding			
TRANSFERS TO OTHER FUNDS			
<u>CAPITAL IMPROVEMENTS</u>			
Appropriation of Prior Year Unassigned Fund Balance	11001-41930	\$ 4,315,000	
Transfer to the City Capital Improvements Fund	11099600-59339		\$ 4,315,000
To record transfer to CIP from prior year reserves			
Appropriation of Prior Year Unassigned Fund Balance	11001-41930	\$ 1,250,000	
Transfer to the Environmental Fund for Landfill	11099600-59358		\$ 1,250,000
To transfer funds from prior year reserves for Landfill capital			
TOTAL GENERAL FUND		\$ 7,108,961	\$ 7,108,961

CITY OF STAUNTON			
FY 2024 BUDGET AMENDMENT NO. 2			
		AMOUNT	
	LEDGER CODE	REVENUE	EXPENDITURE

BUDGET AMENDMENT NO. 2 GENERAL FUND SUMMARY

GENERAL FUND REVENUE SUMMARY

General Revenues

<u>Appropriation of Prior Year Fund Balance</u>		\$	6,594,518
Operational Contingency	\$	85,000	
Opioid Settlement		131,158	
Forfeited Assets for Police - State		97,491	
Forfeited Assets for Comm Attorney		20,342	
Forfeited Assets for Police - Federal		13,694	
EMS Four for Life Funds for Fire Department		36,001	
Fire Programs Fund		41,089	
Recreation- Nature Park Donations		1,056	
Recreation-Donations- Booker T. Community Center		2,876	
Horticulture		5,259	
Public Works - Streets		595,552	
Transfer to the Capital Improvements Fund		4,315,000	
Transfer to Environmental Fund for Landfill Capital		1,250,000	
<u>Recovered Costs</u>			11,314
Public Safety - Insurance Proceeds		4,207	
Parks & Recreation - Insurance Proceeds/Restitution		7,107	
<u>Miscellaneous Revenue</u>			393,722
General government - Opioid Settlement		24,222	
Interest Income		369,500	
<u>Non-Capital Grants and Contributions</u>			109,407
General Government		3,000	
Police Department		19,950	
Judicial		(547)	
Parks and Rec		63,734	
Community Development		23,270	
			<u>19,403</u>
Total General Fund Revenues		\$	7,128,364

GENERAL FUND EXPENDITURE SUMMARY

General Government	\$	612,880
Judicial Administration		19,795
Public Safety		212,432
Public Works		595,552
Parks, Recreation, Cultural		80,032
Community Development		23,270
Transfer to Other Funds	\$	<u>5,565,000</u>
Total General Fund Expenditures	\$	7,108,961

CITY OF STAUNTON			
FY 2024 BUDGET AMENDMENT NO. 2			
		AMOUNT	
	LEDGER CODE	REVENUE	EXPENDITURE
CITY CAPITAL IMPROVEMENTS FUND			
Transfer from the General Fund	39001-49211	\$ 3,865,000	
Additional for GHP Bathrooms	39077210-58511		\$ 90,000.00
Lights at MHP Soccer field	39077110-58405		\$ 160,000.00
Library Study	39044210-58474		\$ 65,000.00
IT Equipment Reserve	39011510-58423		\$ 350,000.00
Extend Fiber at MHP	39011510-58472		\$ 100,000.00
JDR Courthouse/West End Complex	39044210-58529-???		\$ 3,000,000.00
Comprehensive Plan	39088110-58536		\$ 100,000.00
To appropriate funds transferred from the General Fund per CIP			
Transfer from the General Fund	39001-49211	\$ 450,000	
VDOT UPC 121201 (NEW HOPE ROAD)	39044130-58499-73711		209,877.00
VDOT UPC 121203 (WEST BEV EAST)	39044130-58499-73811		199,947.00
VDOT UPC 121204 (WEST FREDERICK ST)	39044130-58499-73911		80,767.00
VDOT UPC 121205 (WEST BEV WEST)	39044130-58499-74211		348,064.00
VDOT UPC 116962 (NEW STREET)	39044130-58499-74311		84,124.00
LOCAL SHARE OF HUD SIDEWALK PROJECT-TRANSFER TO HUD	39099600-59324		43,712.00
ADA SIDEWALKS FOR VDOT PAVING	39044130-58521		(329,366.41)
2% URBAN ST CONSTRUCTION	39044130-58456		(187,124.59)
To fund local share of VDOT paving, crosswalks, and sidewalk with carry over and CIP balances			
Federal Aid-VDOT Funds (CFDA# 20.205)	39073-46250	\$ 1,732,332.00	
VDOT UPC 121201 (NEW HOPE ROAD)	39044130-58499-73730		\$ 241,963.00
VDOT UPC 121203 (WEST BEV EAST)	39044130-58499-73830		\$ 630,951.00
VDOT UPC 121204 (WEST FREDERICK ST)	39044130-58499-73930		\$ 185,938.00
VDOT UPC 121205 (WEST BEV WEST)	39044130-58499-74230		\$ 388,480.00
VDOT UPC 116962 (NEW STREET)	39044130-58499-74330		\$ 285,000.00
To appropriate VDOT SGR Funds			
Recovered Costs-Augusta Co	39001-41901-73612	\$ 102,327.33	
Recovered Costs-Waynesboro	39001-41901-73613	\$ 40,200.02	
E911 Telephone	39033140-58467		\$ 142,527.35
Appropriate recovered costs for radio project			
TOTAL CAPITAL IMPROVEMENTS FUND		\$ 6,189,859	\$ 6,189,859
SHS BOND FUND			
Appropriate from Fund Balance	39501-41930	\$ 94,792.50	
Transfer to School CIP	39569404-59394-73211		\$ 94,792.50
To appropriate remaining funds from the SHS Bond Fund			
TOTAL SHS BOND FUND		\$ 94,792.50	\$ 94,792.50

CITY OF STAUNTON			
FY 2024 BUDGET AMENDMENT NO. 2			
		AMOUNT	
	LEDGER CODE	REVENUE	EXPENDITURE
GRANTS FUND			
Police Department			
Federal DMV Grant	21533-46206-52900	\$ 5,244	
Non-Capital Equipment	21533110-55486-52900		\$ 5,244
To appropriate DMV Grant			
TOTAL GRANTS FUND		\$ 5,244	\$ 5,244
HUD FUND			
Transfer from CIP	22501-49239	\$ 43,712	
Sidewalks	22588535-58379		\$ 43,712
Local Share of W Beverley Sidewalk			
TOTAL HUD FUND		\$ 43,712	\$ 43,712
WATER FUND			
Misc Federal Aid	53003-46250-73530	\$ 5,930,000	
Gardener Springs Pump Station-VDH ARPA	53004399-58367-73530		\$ 5,930,000
To appropriate VDH ARPA Grant Funds for Gardner Spring			
TOTAL WATER FUND		\$ 5,930,000	\$ 5,930,000
SEWER FUND			
Appropriate Prior Year Fund Balance	54001-41932	\$ 198,275	
Plant Equipment-MRWWT	54004423-58331		\$ 198,275
To appropriate funds to cover rebid of Clarifier #3 project			
TOTAL SEWER FUND		\$ 198,275	\$ 198,275
ENVIRONMENTAL FUND			
Litter Prevention and Recycling Program			
Comm of VA grant funds	58003-45540	\$ 2,949	
Recycling Charges	58004822-53038		\$ 2,949
To adjust Comm of VA grant funds from the Department of Environmental Quality			
Misc Federal Aid	58001-46250-ARPA	\$ 869,864	
Special Equipment	58004820-58341-ARPA		\$ 850,000
Relocation Expenses	58004821-58387-ARPA		\$ 19,864
To reappropriate left over ARPA funds from FY2023			
Transfer from General Fund	58001-49211	\$ 1,250,000	
Landfill Site Improvement	58004823-58399		\$ 1,250,000
To appropriate transfer from General Fund for Landill Capital			

CITY OF STAUNTON			
FY 2024 BUDGET AMENDMENT NO. 2			
		AMOUNT	
	LEDGER CODE	REVENUE	EXPENDITURE
TOTAL ENVIRONMENTAL FUND		\$ 2,122,813	\$ 2,122,813
STORMWATER FUND			
<u>STORMWATER PROJECTS</u>			
Misc Federal Aid	57001-46250-ARPA	\$ 950,000	
ARPA Grants for Flood Shields	57004725-55683-ARPA		\$ 300,000
Storm Drain Construction	57004725-58364-ARPA		\$ 650,000
To reappropriate ARPA funds not spent in FY2023			
TOTAL STORMWATER FUND		\$ 950,000	\$ 950,000

FY 2024 BUDGET AMENDMENT NO. 2 SUMMARY			
CITY GOVERNMENT FUNDS			
GENERAL FUND		\$	7,108,961
CAPITAL IMPROVEMENTS FUND		\$	6,189,859
BOND FUND		\$	94,793
GRANTS FUND		\$	5,244
WATER FUND		\$	5,930,000
SEWER FUND		\$	198,275
ENVIRONMENTAL FUND		\$	2,122,813
STORMWATER FUND		\$	950,000
HUD FUND		\$	43,712
TOTAL CITY GOVERNMENT FUNDS		\$	22,643,657
EDUCATION FUNDS			
EDUCATION FUND		\$	2,994,891
SCHOOL CIP FUND 966		\$	4,464,356
CAFETERIA FUND		\$	268,220
SOP FUND		\$	3,687
TOTAL EDUCATION FUNDS		\$	7,731,154
TOTAL FY2024 BUDGET AMENDMENT NO. 2		\$	30,374,811

**STAUNTON CITY SCHOOLS
FY 2024 BUDGET AMENDMENT
AMENDMENT NO. 2**

EDUCATION FUND 900		REVENUES	EXPENDITURES
STATE AND FEDERAL GRANT REVENUE/PROGRAMS			
TITLE III Part A- Limited English Proficient			
To appropriate additional Title III funding Educational supplies	900300-43375-T3-00 91102195-56013-T3-00	\$ 5,796	\$ 5,796
TITLE I Part D Neglected and Delinquent delinquent students			
TITLE I Part D Neglected and Delinquent Contingency	900300-43015-T1D00 91101100-59100-T1D00	\$ 128,397	\$ 128,397
Special Education Preschool Program			
2023 federal award for the preschool program Special Education Preschool 619 Funds PRESCHOOL Contingency-Grant Balance	900300-43173-PRE00 91101100-59100-PRE00	\$ 26,884	\$ 26,884
To appropriate School Improvement Grant School Improvement Grant Other Purchase Services	900300-43040-SIG00 91312195-53569-SIG00	\$ 64,674	\$ 64,674
TITLE VIB Federal Grant			
To appropriate remaining grant funds from prior year grant funds awarded for T6B00			
Federal Revenue	900300-43027-T6B00	\$ 1,184,618	
Appropriation for Prior Year Encumbrance	900100-41931	\$ (1,200)	
T6B00 Contingency	91101100-59100-T6B00		\$ 1,183,418

**STAUNTON CITY SCHOOLS
FY 2024 BUDGET AMENDMENT
AMENDMENT NO. 2**

EDUCATION FUND 900		REVENUES	EXPENDITURES
STATE AND FEDERAL GRANT PROGRAMS cont.			
To appropriate remaining grant funds from prior years for TITLE I			
TITLE I Revenue	900300-43010-T1-00	\$ 154,736	
TITLE 1 Contingency -Grant Balances	91101100-59100-T1-00		\$ 154,736
To appropriate remaining grant funds from prior year for TITLE II			
Title II Grant Revenue	900300-43345-RT-00	\$ 42,673	
Teacher Salaries	91102187-51120-RT-00		\$ 42,673
To adjust prior year and new grant funds for TITLE IV			
Title IV Revenue	900300-43378-T4-00	\$ 26,845	
TITLE IV Contingency	91102195-56013-T4-00		\$ 26,845
To appropriate PERKINS V - TITLE 1			
To appropriate additional federal grants for Perkins	900400-43243-PRK00		\$ 5,061
Replace - Computers / Technology	91103395-58107-PRK00	\$ 5,061	
To appropriate ESSR2 funds			
Federal ESSR II Funds	900300-43999-ESSR2	\$ 127,660	
Appropriation for Prior Year Encumbrance	900100-41931	\$ (59,486)	
Contingency	91101100-59100-ESSR2		\$ 68,174
To appropriate ARP Homeless Grant			
ARP Homeless Grant	900300-43995-ARHCY	\$ 12,246	
Other Purchased Services	91221195-53569-ARHCY		\$ 5,039
Other Operating Supplies	91221195-56014-ARHCY		\$ 7,207
To appropriate ESSR SUMMER SCHOOL			
Federal Grant Revenue	900300-43999-ESSRS	\$ 74,858	
Contingency	91101100-59100-ESSRS		\$ 74,858

STAUNTON CITY SCHOOLS
FY 2024 BUDGET AMENDMENT
AMENDMENT NO. 2

EDUCATION FUND 900		REVENUES	EXPENDITURES
STATE AND FEDERAL GRANT PROGRAMS cont.			
To record ESSR3 Education Fund Appropriation			
Other Federal Funds	900300-43999-ESSR3	\$ 499,633	
Contingency - ESSR3	91101100-59100-ESSR3		\$ 499,633
To appropriate Recruitment and Retention Grant			
Federal grant funds	900300-43999-RRSG	\$ 30,000	
Tuition Assistance	91311195-52820-RRSG		\$ 10,000
Tuition Assistance	91312195-52820-RRSG		\$ 10,000
Tuition Assistance	91313195-52820-RRSG		\$ 10,000
To appropriate the Virginia All In Initiative			
State Grant Revenue	900300-42270-ALLIN	\$ 192,360	
Supplemental Salaries	91313195-51620-ALLIN		\$ 120,000
Benefits	91313195-52010-ALLIN		\$ 9,600
Contracted Subs	91313195-53578-ALLIN		\$ 46,760
Educational Supplies	91313195-56013-ALLIN		\$ 8,000
Purchase Services-Grants	91313195-53570-ALLIN		\$ 5,000
Fuel	93209096-56008-ALLIN		\$ 3,000
To adjust State Revenues			
Basic Aid Entitlement	900300-42202	\$ (372,585)	
Gifted SOQ	900300-42207	\$ (1,858)	
Remedial SOQ	900300-42208	\$ (7,532)	
SPED SOQ	900300-42212	\$ (13,671)	
Vocational SOQ	900300-42217	\$ (11,979)	
FICA Instruction	900300-42221	\$ (14,256)	
VRS Instruction	900300-42223	\$ (30,675)	
GLI Instruction	900300-42241	\$ (796)	
Salary Supplemental	900300-42258	\$ 122,044	
At Risk Regular	900300-42265	\$ 981	
Prior Year Fund Balance	900100-49302	\$ 330,327	
TOTAL STATE AND FEDERAL GRANT PROGRAMS		\$ 2,515,755	\$ 2,515,755
LOCAL GENERAL REVENUE/PROGRAMS			
To appropriate prior year balance of Equity Funds			
Prior Year Fund Balance	900100-49302	\$ 48,078	
Contingency	91101100-59100-EQUIT		\$ 48,078
To appropriate private donation for school libraries			
Donations Private Gifts	900300-40580	\$ 500	
Books and Subscriptions	91321181-56012		\$ 100
Books and Subscriptions	91321182-56012		\$ 100
Books and Subscriptions	91321183-56012		\$ 100
Books and Subscriptions	91321187-56012		\$ 100
Books and Subscriptions	91321188-56012		\$ 100

STAUNTON CITY SCHOOLS
FY 2024 BUDGET AMENDMENT
AMENDMENT NO. 2

EDUCATION FUND 900		REVENUES	EXPENDITURES
Thacker Fund for Bessie Weller Elementary School			
Prior Year Fund Balance	900100-49302	\$ 29,718	
Bessie Weller Elementary Thacker Fund	91101181-56109-THACK		\$ 29,718
To Appropriate Remaining SHS Future Garden			
Prior Year Fund Balance	900100-49302	\$ 313	
Repair/Maint SHS	94209099-53688-SHS21		\$ 313
To Appropriate Remaining SMS Outdoor Learning			
Prior Year Fund Balance	900100-49302	\$ 1,945	
Repair/Maint SHELBURNE	94209099-53687-SMS21		\$ 1,945
To reappropriate T Alden Arts Grant			
Prior Year Fund Balance	900100-49302	\$ 1,184	
Educational Supplies	91101181-56013		\$ 592
Educational Supplies	91101183-56013		\$ 592
To appropriate VAE Grant			
Other Grant Revenue	900384-40587-VAE	\$ 1,496	
Other Grant Expense	91104184-55679-VAE		\$ 1,496
To appropriate funds for SVRP expenditures			
Prior Year Fund Balance	900100-49302	\$ 116,544	
Joint Services	91103295-57810-SVRP		\$ 3,301
Interpreting Services	91103295-53511-SVRP		\$ 99,956
Regional Admin	91311295-53569-SVRP		\$ (1,604)
OT/PT Health Services	92229095-53522-SVRP		\$ 14,891
To appropriate carryover for FY24 School CIP			
Prior Year Fund Balance	900100-49302	\$ 275,000	
Transfer to CIP	98909095-59394		\$ 275,000
To appropriate VRSA Grant			
Other Grants	900300-40587	\$ 4,000	
Repair / Main Services	94209099-56007		\$ 4,000

STAUNTON CITY SCHOOLS
FY 2024 BUDGET AMENDMENT
AMENDMENT NO. 2

EDUCATION FUND 900		REVENUES	EXPENDITURES
To appropriate Recycling Income			
Sale of Salvage and Surplus	900100-40515	\$ 358	
Contingency	91101100-59100		\$ 358
TOTAL LOCAL GENERAL REVENUE/PROGRAMS		\$ 479,136	\$ 479,136
TOTAL EDUCATION FUND		\$ 2,994,891	\$ 2,994,891
STATE OPERATED PROGRAMS FUND 920		REVENUES	EXPENDITURES
To appropriate additional federal grant funds for neglected and delinquent students			
Federal T1D00 Grant Revenue	920391-43015-T1D00	\$ 3,687	
Other Salaries	S1109991-51120-T1D00		\$ 3,687
TOTAL STATE OPERATED PROGRAMS FUND 920		\$ 3,687	\$ 3,687
SCHOOL CIP FUND 966		REVENUES	EXPENDITURES
To appropriate School Security Equipment Grant 2023			
Other State Funds	966400-42999-SSE23	\$ 144,244.46	
Non Capital Equipment	K6609087-56486-SSE23		\$ (4,390.00)
Equipment	K6609087-58215-SSE23		\$ 158,144.54
CIP Undesignated	K9009000-58100		\$ (9,510.08)
To appropriate School Security Equipment Grant 2022			
Other State Funds	966400-42999-SSE22	\$ 238,440.00	
Equipment	K6609083-58215-SSE22		\$ 19,791.03
Equipment	K6609084-58215-SSE22		\$ 50,585.82
Equipment	K6609088-58215-SSE22		\$ 175,739.90
CIP Undesignated	K9009000-58100		\$ (7,676.75)
To appropriate School Security Equipment Grant 2018			
Other State Funds	966400-42999-SSE18	\$ (8,084.48)	
CIP Undesignated	K9009000-58100		\$ (8,084.48)
To correct the appropriation for ESSR			
Other Federal Funds	966100-43999-ESSR2	\$ 38,356.50	
Other Federal Funds	966100-43999-ESSR3	\$ (38,356.50)	

STAUNTON CITY SCHOOLS
FY 2024 BUDGET AMENDMENT
AMENDMENT NO. 2

SCHOOL CIP FUND 966		REVENUES	EXPENDITURES
Appropriate funds for non-capital equipment			
Non Capital Equipment	K6609087-56486		\$ 3,054.72
Furniture and Fixtures	K6609087-58102		\$ (3,054.72)
To appropriate HVAC ARP			
Federal Revenue	966100-43999-CSLFR	\$ 26,050.50	
Replace HVAC/Chiller	K6609087-58104-CSLFR		\$ 22,407.50
Replace HVAC/Chiller	K6609095-58104-CSLFR		\$ 3,643.00
Appropriate revenue for Interest and Refunds			
Interest	966100-40102	\$ 180,000.00	
Refunds	966100-40400	\$ 10,446.50	
Activity buses	K6009096-58205		\$ 190,446.50
To appropriate transfer from city CIP			
Transfer from City CIP	966100-49239	\$ 2,500,000.00	
Construction	K6609087-58360		\$ 2,500,000.00
Transfer from City CIP	966100-49239	\$ 400,000.00	
Construction	K6609087-58360		\$ 400,000.00
Transfer from Bond Fund	966100-49298	\$ 94,792.20	
Replace-Furniture and Fixtures	K6209088-58102		\$ 17,321.33
Replace-Site Improvement	K6209088-58199		\$ 77,470.87
Transfer from City CIP	966100-49239	\$ 358,962.00	
CIP Undesignated	K9009000-58100		\$ 25,271.31
Replace-Building Renovations	K6609087-58360		\$ 333,690.69
To appropriate FY24 school capital per plan			
Transfer from Education	966100-49290	\$ 275,000.00	
Parking Lot Paving	K6209095-58113		\$ 100,000.00
Techonology Infrastructure	K6809095-58120		\$ 100,000.00
Replace School Bus	K6009096-58110		\$ 50,000.00
Replace School Bus (redirect from furniture)	K6009096-58110		\$ 25,000.00
Transfer CIP Funds for Shelburne Generator			
CIP Undesignated	K9009000-58100		\$ (125,000.00)
Replace Machinery & Equipment (Generator)	K6609087-58101		\$ 125,000.00
Transfer CIP Funds for School Bus Replacement			
Replace HVAC/Chiller	K6609095-58104		\$ (60,000.00)
Replace School Bus	K6009096-58110		\$ 60,000.00
Appropriate School Security Equipment Grant			
Other State Grant	966400-42999-SSE24	\$ 244,505.00	
Undesignated CIP	K9009000-58100		\$ (61,126.00)
Security Equipment-SHS	K6609088-58215-SSE24		\$ 90,540.00
Security Equipment-Ware	K6609083-58215-SSE24		\$ 140,159.00
Security Equipment-Shelburne	K6609087-58215-SSE24		\$ 20,440.00
Security Equipment-Dixon	K6609084-58215-SSE24		\$ 54,492.00
TOTAL SCHOOL CIP FUND 966		\$ 4,464,356.18	\$ 4,464,356.18

**STAUNTON CITY SCHOOLS
FY 2024 BUDGET AMENDMENT
AMENDMENT NO. 2**

CAFETERIA FUND 930		REVENUES	EXPENDITURES
Appropriation from fund balance	930100-49302	\$ 41,667	
Contingency	H5109000-59100-SSO		\$ 15,210
Other Operating Supplies	H5109081-56014-SOSB		\$ 200
Other Operating Supplies	H5109000-56014-NKHVA		\$ 2,683
Paper Supplies	H5109000-56003-MM5K		\$ 3,489
Contingency	H5109000-59100-EQUIT		\$ 2,000
Contingency	H5109000-56002-GIANT		\$ 16,142
Other Operating Supplies	H5109000-56014-KIWA		\$ 24
Contingency	H5109000-59100		\$ 1,919
To appropriate USDA Equipment Grant			
Federal Grant Revenue	930381-40587-NSLEQ	\$ 41,299	
Federal Grant Revenue	930384-40587-NSLEQ	\$ 45,351	
Federal Grant Revenue	930382-40587-NSLEQ	\$ 41,299	
Federal Grant Revenue	930387-40587-NSLEQ	\$ 41,299	
Federal Grant Revenue	930388-40587-NSLEQ	\$ 45,351	
Equipment-BW	H5109081-58102-NSLEQ		\$ 41,299
Equipment-Dixon	H5109084-58102-NSLEQ		\$ 45,351
Equipment-McSwain	H5109082-58102-NSLEQ		\$ 41,299
Equipment-Shelburne	H5109087-58102-NSLEQ		\$ 41,299
Equipment-SHS	H5109088-58102-NSLEQ		\$ 45,351
To appropriate Chef Ann Grant			
Other Grants	930300-40587-SFSI	\$ 2,500	
Supplemental Pay	H5109095-51620-SFSI		\$ 2,200
Other Expenses	H5209095-55670-SFSI		\$ 300
To appropriate EBT Admin Funds			
Other Federal Funding	930300-43999	\$ 3,256	
Other Expenses	H5209095-55670		\$ 3,256
To appropriate prior year EBT Admin Funds			
Appropriation from prior year fund balance	930100-49302	\$ 6,198	
Other Expenses	H5209095-55670		\$ 6,198
TOTAL SCHOOL CAFETERIA FUND 930		\$ 268,220	\$ 268,220
GRAND TOTAL BUDGET AMENDMENT NO. 2		\$ 7,731,154.18	\$ 7,731,154.18

\$ -

NOTICE OF PUBLIC HEARING

TO THE CITIZENS OF THE CITY OF STAUNTON, VIRGINIA

TAKE NOTICE that on Thursday, January 11, 2024, at the regular meeting of City Council at 7:00 p.m., to be held in the Rita S. Wilson Council Chambers, First Floor, City Hall, 116 West Beverley Street, Staunton, Virginia, the City Council intends to amend the Fiscal Year 2024 budget and will consider the adoption of the following:

An Ordinance to amend the FY 2024 Budget Ordinance for the City of Staunton, by adding Budget Amendment Number 2

A brief synopsis of the proposed budget amendment is stated below:

General Fund	\$ 7,108,961
Capital Improvements Fund	\$ 6,189,859
Bond Fund	\$ 94,793
Education Fund	\$ 2,994,891
Water Fund	\$ 5,930,000
Sewer Fund	\$ 198,275
Stormwater Fund	\$ 950,000
Environmental Fund	\$ 2,122,813
School SOP Fund	\$ 3,687
Grants Fund	\$ 5,244
HUD Fund	\$ 43,712
School Cafeteria Fund	\$ 268,220
School CIP Fund	\$ 4,464,356
Total FY2024 Budget Amendment No. 2	\$ 30,374,811

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: www.staunton.va.us/council.

Those interested in listening to the meeting may do so via live stream from the City's website or by listening to the public access television Channel (Comcast Channel 7). The public may also provide comments to City Council by (i) emailing the Clerk of Council at: keseckerka@ci.staunton.va.us, or (ii) calling 540.332.3810. Voice mail messages are acceptable. Hearing impaired persons desiring to participate in the public hearings should contact the Clerk of Council by email at keseckerka@ci.staunton.va.us, to request an interpreter.

Kiley A. Kesecker
Clerk of Council

Please run this advertisement on Wednesday, January 4, 2024.

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	January 11, 2024	City Council Billy Vaughn Director of Economic Development John C. Blair, II City Attorney
Item #	D	
Department:	City Council Economic Development City Attorney	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Economic Development, Responsive, Efficient Government	
Subject:	Disposition of Staunton Crossing Property	

Background: In 2010, the City of Staunton and the Staunton Economic Development Authority (EDA) entered into a Contribution Agreement. This Agreement permitted the EDA to purchase the Staunton Crossing property with \$15,000,000.00 provided by the City. As part of the Contribution Agreement, the EDA agreed that it would not sell any portion of the Staunton Crossing property without the “express consent of City Council.

In 2016, the EDA, with Council’s consent, signed a deed granting 24.5 acres within Staunton Crossing to Staunton Crossing Partners, LLC.

The deed contained an option for Staunton Crossing Partners, LLC to acquire additional land within Staunton Crossing contingent upon the extension of Crossing Way. Specifically, Staunton Crossing Partners, LLC may acquire a parcel with 900 feet of continuous road frontage on the west side of Crossing Way and immediately north of the existing Crossing Way roundabout at a cost of \$65,000.00 per acre. In order to fulfill the option obligations, City staff and counsel for Staunton Crossing Partners, LLC agreed to a proposed sale of 4.904 acres for \$318,760.00.

The EDA approved of the property's sale at its November 30, 2023 meeting. As the property being sold is owned by the EDA, a public hearing is not required.

Attachments:

Attachment 1—2010 Contribution Agreement

Attachment 2—2016 Deed

Attachment 3—Proposed Real Estate Contract

City Manager's Recommendation: Adopt the proposed motion as presented.

Recommended Motion: I move to approve of the Staunton Economic Development Authority's sale of 4.904 acres of the property at Staunton Crossing as presented.

City Manager: Leslie Beauregard

COPY

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement"), dated the 11th day of November, 2010 for identification, is by and between the CITY OF STAUNTON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (the "City") and the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF STAUNTON, VIRGINIA, formerly known as the Industrial Development Authority of the City of Staunton, Virginia, a political subdivision of the Commonwealth of Virginia (the "Authority").

1. Recitals.

1.1. The City is authorized pursuant to § 15.2-953 of the Code of Virginia, 1950, as amended, to make gifts, donations and appropriations of money to economic development authorities for the purposes of promoting economic development in the City of Staunton, Virginia (Staunton).

1.2. The Virginia Department of Behavioral Health and Developmental Services (DBHDS) operates the Western State Hospital on a campus of approximately 278 acres in the City of Staunton located at Interstate Highway 81 and U.S. Highway 250. More than one-half of the land formerly owned by DBHDS is undeveloped, the buildings comprising the hospital are outdated, and 12 of the existing buildings are vacated as well.

1.3. The Authority and the City frequently receive inquiries for the potential location of new businesses in the City of Staunton that specify the intersection of Interstate Highway 81 and U.S. Highway 250 as the preferred location because of the proximity of Interstate Highways 81 and 64 and of U.S. Highway 250 to that vicinity.

1.4. In December 2008, the Commonwealth of Virginia announced plans for construction of a new Western State Hospital. Since that time, the City and the Authority have worked cooperatively to facilitate the relocation of the new Western State Hospital project on land owned by the Authority at 310 National Avenue in the City of Staunton and for the Authority to acquire the existing Western State Hospital campus as an economic development asset for the Staunton community.

1.5. The City and the Authority entered into an Agreement with the Virginia Department of Behavioral Health and Developmental Services (DBHDS) and the Virginia Department of General Services (DGS) dated October 22, 2009 (the "Agreement"), by which the City agreed to contribute, in exchange for 278 acres of the existing Western State Hospital campus (WSH Property) for future development, \$15 million to DBHDS for construction of the new Western State Hospital, and the Authority agreed to deed approximately 66 acres at 310 National Avenue to DBHDS as the site for construction of the new Western State Hospital.

1.6. On May 10, 2010, the Authority acquired title to the WSH property by Deed dated April 23, 2010, recorded in the Clerk's Office of the Circuit Court of the City of Staunton, Virginia, as Instrument No. 100000926 and the Authority conveyed to DBHDS the real estate for the new Western State Hospital property by Deed dated February 23, 2010, recorded in the Clerk's Office of the Circuit Court of the City of Staunton, Virginia, as Instrument No. 100000933.

1.7. As part of the consideration for the transfer, the City delivered to DBHDS an irrevocable standby letter of credit issued by StellarOne Bank in the amount of Fifteen Million Dollars (\$15,000,000.00) in accordance with the Agreement.

1.8. The City and Authority wish to memorialize their understanding implicit in the Agreement that the Authority will market the WSH property, with the proceeds to be paid to the City to satisfy the obligation to DBHDS.

1.9. The City finds and acknowledges that private acquisition and redevelopment of the WSH Property would foster and promote economic development in Staunton for the benefit of the public.

1.10. The recitations set forth in these recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement and constitute the representations and understandings of the City and the Authority.

2. City Commitments.

2.1. **Payment of Purchase Price to DBHDS.** The City is committed to pay to DBHDS the sum of Fifteen Million Dollars (\$15,000,000.00) at the time and amounts as set forth in the Agreement, subject to any amendment to the Agreement.

2.2. **Annual Appropriations Contingency.** Any of the City's obligations to the Authority shall be subject to and dependent upon such annual appropriations being made by City Council for such purpose. Nothing in this Agreement shall constitute any additional pledge of the full faith and credit of the City beyond the constitutionally permitted appropriations.

3. Authority Commitments.

3.1 **Marketing of WSH Property.** The Authority will proceed to develop and market the WSH property with the advice and consent of City Council.

3.2 **Disbursement of Sale Proceeds.** The Authority shall disburse to the City the proceeds from any sale or lease of all or any portion of the WSH property, less any amounts that the Authority and the City agree to have deducted.

3.3 **Limitation.** The Authority shall not license, lease, sell, encumber, alienate, grant or convey or relinquish all or any portion or interest or use, including but not limited to an

easement of any type, or authorize any letter or memorandum of intent for such, of the WSH property without the express consent of City Council.

4. Notices. Any notice, request, demand, instruction or other document required or permitted by the provisions of this Agreement to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and sent by certified mail, return receipt requested, personally delivered, or sent by a recognized overnight courier service to the Authority, or the City, at the following addresses, or at such other addresses as the Authority, or the City, may designate:

If to the City: City of Staunton, Virginia
 Office of the City Manager
 P. O. Box 58
 Staunton, Virginia 24402-0058
 Attn: City Manager

With copy to: City of Staunton
 Attention: City Attorney
 P. O. Box 58
 Staunton, VA 24402-0058
 Fax: (540) 851-4001

If to the Authority: Economic Development Authority of the City of Staunton,
 Virginia
 P. O. Box 58
 Staunton, Virginia 24402-0058
 Attn: Chairman

With a copy to: N. Douglas Noland, Jr., Esq.
 P. O. Box 1206
 Staunton, VA 24402-1206
 Fax: (540) 885-0890

5. Amendment. This Agreement may be amended only by the mutual written consent of the Authority and the City.

6. No Third-Party Beneficiary. ~~This agreement shall not create and shall not be construed, interpreted, or applied in any way to create or give rise to the existence or claim of existence of third-party beneficiary status~~

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

By: Stephen F. Owen

Stephen F. Owen, City Manager

COMMONWEALTH OF VIRGINIA
In the City of Staunton

The foregoing instrument was acknowledged before me this 29th day of November
2010 by Stephen F. Owen, City Manager of the City of Staunton, Virginia.

Darryl L. Moore
Notary Public

7118209

Registration Number

My commission expires: 7/31/2011



**ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF STAUNTON, VIRGINIA, a
political subdivision of the Commonwealth of
Virginia**

By: [Signature]
Don Wilson, Chairman

ATTEST:

William W. Davis
Secretary of the Authority

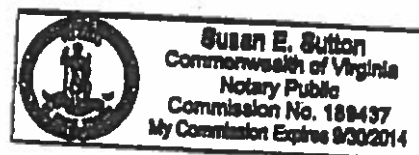
COMMONWEALTH OF VIRGINIA
In the City of STAUNTON

The foregoing instrument was acknowledged before me this 17th day of NOVEMBER,
2010 by Don Wilson, Chair of the Economic Development Authority for the City of Staunton,
Virginia.

[Signature]
Notary Public

189437
Registration Number

My commission expires: 9-30-2014



Consideration and Actual Value: \$1,250,000.00

THIS TRANSACTION IS EXEMPT FROM TAXES IMPOSED BY VIRGINIA CODE SECTION 58.1-802 PURSUANT TO THE VIRGINIA CODE SECTION 58.1-811C4

After recordation, please return to:
Miller Levin PC
11 Terry Court
Staunton, VA 24401

Prepared by: N. Douglas Noland, Jr., (VSB#18673)

The title insurance underwriting this property is Fidelity National Title Insurance Company.

PIN. 10265 and portion PIN 12412

THIS DEED is made and entered into this 29th day of August, 2016, by and between **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF STAUNTON, VIRGINIA**, formerly known as the Industrial Development Authority of the City of Staunton, Virginia, a political subdivision of the Commonwealth of Virginia, hereafter called Grantor, and **STAUNTON CROSSING PARTNERS, LLC**, a Virginia Limited Liability Company, hereafter called Grantee, whose address is 2815 N. Augusta Street, Suite B, Staunton, VA 24401,

WITNESSETH:

WHEREAS, Grantor is the owner of a tract of land which it acquired as the Industrial Development Authority of the City of Staunton, Virginia, from the Commonwealth of Virginia containing approximately 277 acres, more or less, which it acquired by deed dated April 23, 2010, recorded in the Clerk's Office of the Circuit Court of the City of Staunton, Virginia as Instrument 100000926 (herein called "Staunton Crossing" or "Staunton Crossing Property").

WHEREAS, Grantor's name was changed to the Economic Development Authority of the City of Staunton, Virginia by Ordinance No. 2010-18 of Staunton City Council recorded in the aforesaid Clerk's Office as Instrument 100001615.

WHEREAS, the Grantor acquired a parcel containing 0.957 acres by deed dated August 9, 2016 from the Commonwealth of Virginia Department of State Police, which deed is recorded in the aforesaid Clerk's Office as Instrument 160001864.

WHEREAS, the 0.957 acre parcel is sometimes referred to as the Former State Police Property.

WHEREAS, a portion of PIN 12412 is combined with the Former State Police Property by the below-referenced Plat to be known as PIN 10265 and shown as Lot A on such Plat.

WHEREAS, by this conveyance, the Grantor is conveying to the Grantee a portion of the Staunton Crossing Property consisting of Lot A containing 8.215 acres and Lot B containing 16.286 acres as more particularly shown on a plat of survey entitled "Plat Showing a Boundary Line Adjustment Between Prop #10265 & Prop #12412 And The Division of Prop #12412, City of Staunton, Virginia," dated August 19, 2016, made by Daniel E. Hansen a copy of which plat is attached to and made a part of this Deed (herein referred to as the Plat).

NOW THEREFORE, for and in consideration of the premises, the sum of Ten Dollars (\$10.00) cash in hand, and other good and valuable consideration, paid by

Grantee to Grantor, the receipt of all of which is hereby acknowledged, the said Economic Development Authority of the City of Staunton, Virginia does hereby grant, bargain, sell, and convey with SPECIAL WARRANTY OF TITLE unto Staunton Crossing Partners, LLC, a Virginia Limited Liability Company, Grantee the following described real estate, to-wit:

All of those two certain parcels of land together with all improvements thereon and all appurtenances thereto belonging situated in the City of Staunton, Virginia, designated as Lot A containing 8.215 acres and Lot B containing 16.286 acres as more particularly shown on the Plat (the "Property").

TOGETHER WITH rights granted to the Grantee to use fill material necessary to fill the Property for development from a borrow site on the residue of the Staunton Crossing Property at no cost to Grantor at a location to be designated by Grantor. Purchaser shall determine the total cubic yards of material desired and be solely responsible for all costs associated with moving such material. Prior to removing said fill material, Grantee shall prepare, request and receive City approved erosion and sediment control plans and rough grading plans for the borrow site. All topsoil is to be removed and stock piled for site restoration. All tree and brush removal shall be complete and offsite. Finish grading shall be uniform, tie in flush with adjacent land and shall not exceed the slope of immediate adjacent land. Any damage to existing access road shall be restored to the original condition by Grantee. Grantor hereby grants to Grantee the temporary easements necessary to allow Grantee to complete the borrowing of fill material and grading as set forth in this Paragraph.

Additionally, Grantor and Grantee shall grant to each other at no cost to the other party the permanent and temporary easements for both public and private utilities, access and grading, reasonably necessary for the development of the Property that do not have a material adverse effect on each party's property.

Additionally, for and in consideration of the premises and the same consideration, Grantor hereby grants to Grantee an option to acquire additional land between the eastern boundary of Lot B and any future road (the "Option Property") if a road is constructed by either party or any third party, including but not limited to the City of Staunton, which extends Crossing Way as shown on the Plat north from its existing location so as to provide approximately 900' of continuous road frontage to Lot B along the future road north of the existing roundabout. It is estimated that the acreage in this option will be 1.0 to 1.5 acres, the exact amount to be determined by survey mutually agreeable to the parties at the time the option is exercised. If more than 1.0 to 1.5 acres is required to provide the requisite road frontage to Lot B because the future road extends in an eastward direction, then the potential increased acreage shall be included in and remain subject to the option at the price identified below. The price for the Option Property is \$65,000.00 per acre payable on closing of the Option Property. If a future road is built with the road frontage already on Lot B of at least 900' north of the existing roundabout, then this option shall expire automatically and the parties shall cooperate to record a release of the option in the Staunton Circuit Court Clerk's Office. The option shall continue until the new road is built without regard to the development of Lot B as a single tract or separate parcels or whether it has been combined with other tracts. Nothing contained in this option shall obligate either party to build a new road, and the option shall be exercisable if and only if either party or a third party builds an extension of Crossing Way without

the requisite road frontage for Lot B. The option described herein shall be binding on the each party's successors and assigns.

Grantor, for itself, its successors and assigns, agrees that the remaining property in Staunton Crossing shall be subject to a restrictive covenant restricting all transient lodging, including but not limited to hotels, motels, lodges, inns and bed and breakfasts on any portion of the residue of Staunton Crossing for a period of five years from the date this deed is recorded, but specifically excluding housing for students in the event of development of educational facilities on the residue of Staunton Crossing. This restriction shall automatically expire on the fifth anniversary of the date of recording this deed.

The Property is a portion of the property acquired by the Economic Development Authority of the City of Staunton, Virginia as the Industrial Development Authority of the City of Staunton, Virginia, by Deed dated April 23, 2010, recorded in the aforesaid Clerk's Office as Instrument No.100000926 and all of the property acquired by the Grantor from the Commonwealth of Virginia Department of State Police by Deed dated August 9, 2016 recorded in the aforesaid Clerk's Office as Instrument No. 160001864.

Reference is hereby made to the aforesaid deeds, plat and the references therein contained for further description and derivation of title.

This conveyance is made expressly subject to all easements shown on the Plat as well as, covenants, conditions, restrictions, or reservations contained in any

duly recorded instruments or plats in the chain of title to the Property which have not expired by limitation of time contained therein or otherwise have become ineffective.

IN WITNESS thereof, the parties have executed this Deed pursuant to duly authorized authority.

ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF STAUNTON, VIRGINIA

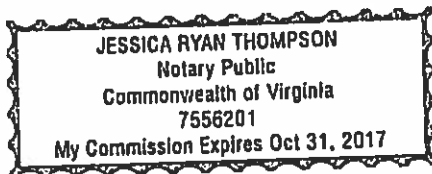
By: Robert S. Baldygo

Title: Chairman

COMMONWEALTH OF VIRGINIA
CITY OF STAUNTON, to-wit:

The foregoing instrument was acknowledged before me this 31st day of August, 2016, by, Robert S. Baldygo, Chairman of the Economic Development Authority of the City of Staunton, Virginia on behalf of the Economic Development Authority of the City of Staunton, Virginia.

My Commission expires: 10/31/17



Jessica R. Thompson
Notary Public
Registration No. 7556201

STAUNTON CROSSING PARTNERS, LLC

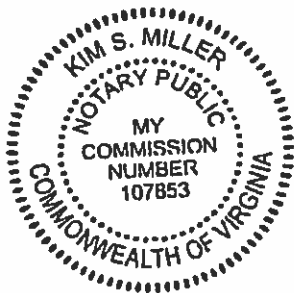
By: SA Golding

Title: Manager

COMMONWEALTH OF VIRGINIA
CITY OF STAUNTON, to-wit:

The foregoing instrument was acknowledged before me this 31st day of August, 2016, by, SCOTT A. GOLDING, MANAGER of Staunton Crossing Partners, LLC on behalf of Staunton Crossing Partners, LLC.

My Commission expires: 3/31/2017



Kim S. Miller
Notary Public
Registration No. 107853

NOTES:

- 1) THIS PLAT REPRESENTS A CURRENT FIELD SURVEY.
- 2) TITLE REPORT FURNISHED BY:
FIDELITY NATIONAL TITLE INSURANCE COMPANY
CASE NO: 16-F26021
EFFECTIVE DATE: FEBRUARY 23, 2016
- 3) PROPERTY IS LOCATED IN FEMA DEFINED ZONE "X"
COMMUNITY PANEL NO.: 51015C0343D
EFFECTIVE DATE: SEPTEMBER 28, 2007
- 4) IT IS THE INTENTION OF THIS PLAT TO ADJUST 7.258 ACRES FROM
PROP# 12412 INTO PROP# 10265. THE RESULTANT IS TO BE TREATED
AS ONE PARCEL AND IS SHOWN HEREON AS LOT "A".
- 5) IT IS FURTHER THE INTENTION OF THIS PLAT TO DIVIDE LOT "B" FROM
PROP #12412.

LEGEND	
■	M/F MONUMENT FOUND
○	R/F ROD FOUND
●	R/S ROD SET

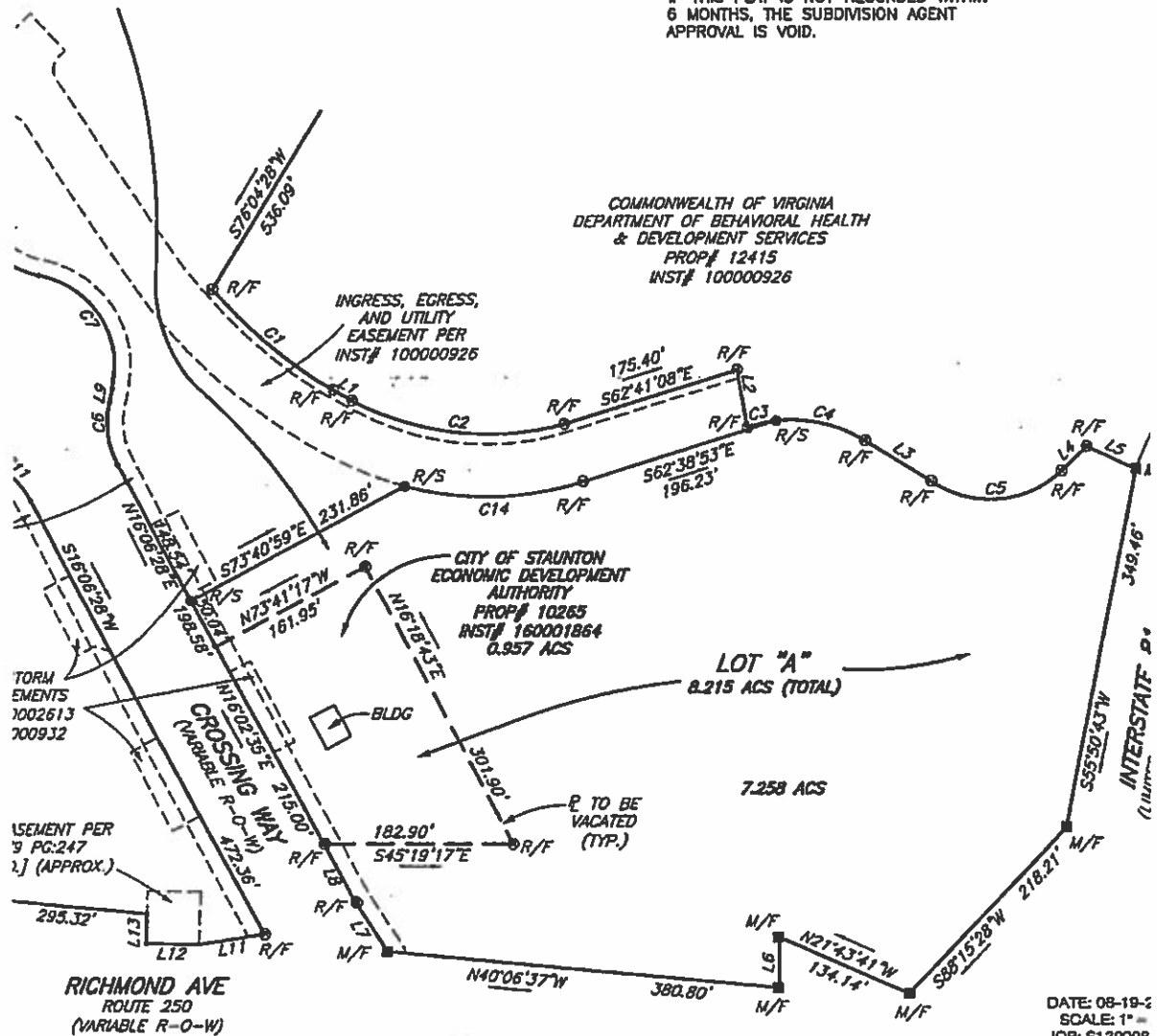
STANTON ECONOMIC
DEVELOPMENT AUTHORITY
PROP# 12412
INST# 100000926

Shawn E. Chugla 8/22/16

CITY OF STAUNTON
SUBDIVISION AGENT

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

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF BEHAVIORAL HEALTH
& DEVELOPMENT SERVICES
PROP# 12415
INST# 100000926



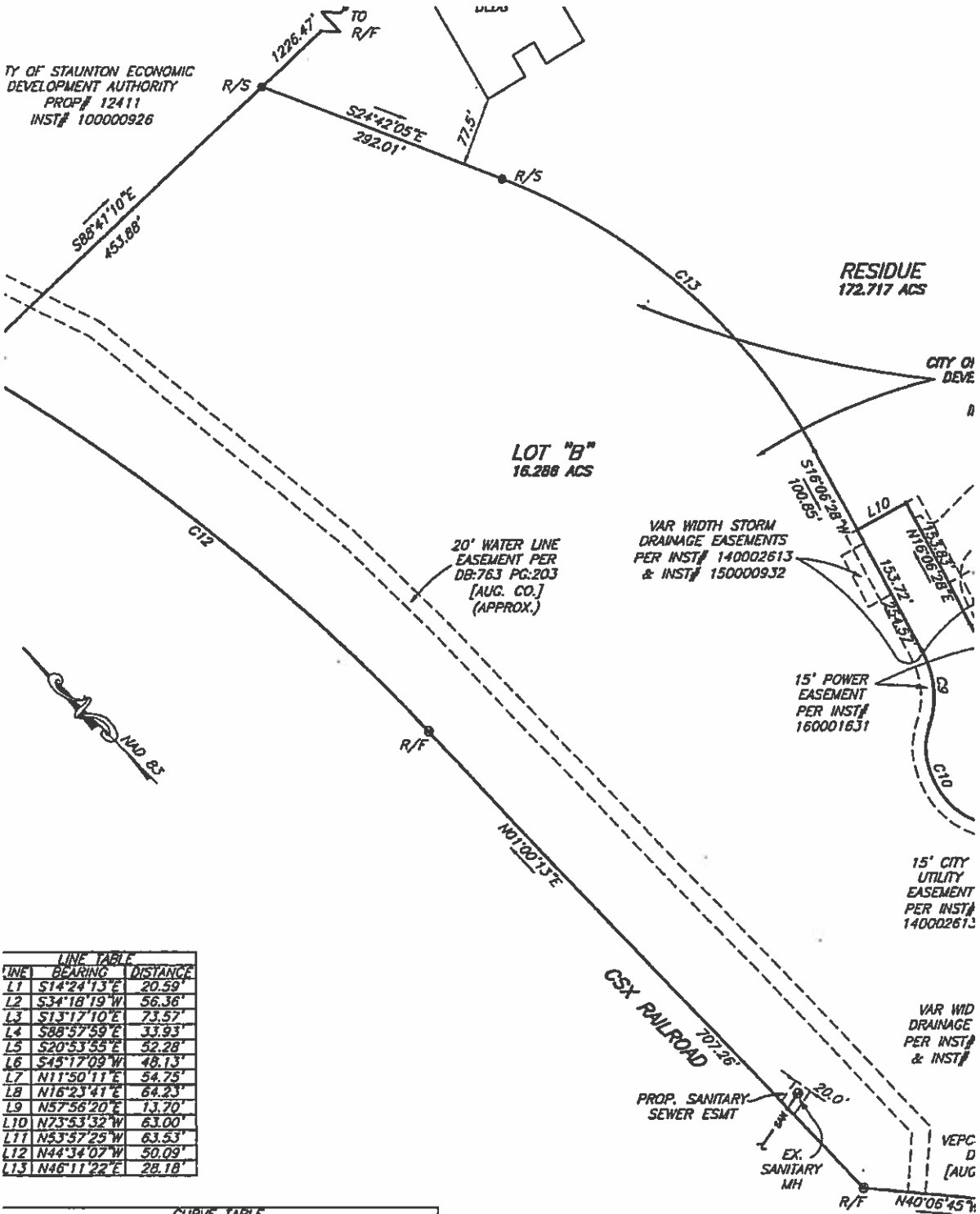
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PLAT SHOWING
A BOUNDARY LINE ADJUSTMENT BETWEEN
PROP #10265 & PROP #12412 AND
THE DIVISION OF PROP #12412

CITY OF STAUNTON, VIRGINIA
PLANNERS • ARCHITECTS • ENGINEERS • SURVEYORS

BALZE
AND ASSOCIATES
BY

TY OF STAUNTON ECONOMIC
DEVELOPMENT AUTHORITY
PROP# 12411
INST# 100000926



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S14°24'13\"E	20.59'
L2	S34°18'19\"W	56.36'
L3	S13°17'10\"E	73.57'
L4	S88°57'59\"E	33.93'
L5	S20°53'55\"E	52.28'
L6	S45°17'09\"W	48.13'
L7	N11°50'11\"E	54.75'
L8	N16°23'41\"E	64.23'
L9	N57°56'20\"E	13.70'
L10	N73°53'32\"W	63.00'
L11	N53°57'25\"W	63.53'
L12	N44°34'07\"W	50.09'
L13	N46°11'22\"E	28.18'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	490.99'	151.57'	S05°25'02\"E	150.97'
C2	286.24'	211.56'	S39°01'09\"E	206.78'
C3	131.92'	29.12'	S57°58'54\"E	29.06'
C4	131.92'	88.35'	S32°28'18\"E	86.71'
C5	97.79'	134.44'	S49°34'54\"E	124.10'
C6	85.00'	62.06'	N37°01'24\"E	60.69'
C7	90.00'	146.47'	N11°18'53\"E	130.83'
C8	90.00'	80.77'	N09°36'02\"W	78.08'
C9	105.00'	84.96'	S39°17'17\"W	82.66'
C10	87.00'	134.19'	S18°16'47\"W	121.28'
C11	90.00'	66.00'	S04°54'01\"E	64.53'
C12	2390.00'	663.77'	N06°57'10\"W	661.64'
C13	668.50'	476.14'	S04°17'48\"E	466.14'
C14	316.72'	176.00'	S46°43'46\"E	173.74'



Scale 1" =

THIS REAL ESTATE CONTRACT ("Contract"), is dated this ____ day of _____, 2023 for identification purposes, by and between Staunton Crossing Partners, LLC, a Virginia limited liability company, ("Purchaser") and The Economic Development Authority Of The City Of Staunton, Virginia, successor to the Industrial Development Authority of the City of Staunton, Virginia (herein called "Seller"), a political subdivision of the Commonwealth of Virginia.

RECITALS

1. The Seller has been created to promote industry and develop trade by inducing manufacturing, industrial, governmental, non-profit and commercial enterprises and institutions of higher education, to locate to or remain in the Commonwealth and to exercise its powers for the benefit of the inhabitants of the Commonwealth of Virginia and the City of Staunton, Virginia (the "City"), either through the increase of their commerce or through the promotion of their safety, health, welfare, convenience or prosperity.
2. Seller is the owner of a tract of land containing approximately 172 acres, more or less, which is the residue of the property it acquired from the Commonwealth of Virginia by Deed dated April 23, 2010, recorded in the Clerk's Office of the Circuit Court of the City of Staunton, Virginia, as Instrument 100000926 (the "WSH Property") and henceforth referenced as "Staunton Crossing".
3. Purchaser is the owner of a tract of land that it acquired from Seller containing approximately 13.619 acres, more or less, which is the residue of Lot B originally containing 16.286 acres as more particularly shown on a plat of survey entitled "Plat Showing Boundary Line Adjustment Between Prop #10265 & Prop #12412 and the Division of Prop #12412, City of Staunton, Virginia," dated August 19, 2016, made by Daniel E. Hansen recorded with that certain Deed from Seller to Purchaser dated August 29, 2016, recorded in the aforesaid Clerk's Office as Instrument No. 160002043 ("Deed").
4. As further described in such Deed, Purchaser was granted to the option to acquire additional land between the eastern boundary of Lot B and any future road, if a road is constructed by either party or any third party, including but not limited to the City of Staunton, which extends Crossing Way north from its existing location so as to provide approximately 900' continuous road frontage to Lot B along the future road north of the existing roundabout. The purchase price for such additional land is \$65,000.00 per acre.
5. The City of Staunton has constructed the road north of the existing roundabout, and Purchaser desires to exercise its right to purchase additional acreage from Seller so that Purchaser's property will have 900' of road frontage on the extended Crossing Way. The additional acreage that Purchaser requires to have at least 900' of road frontage is 4.904 acres as further described on Exhibit A (the "Property").

6. The parties desire to enter into this Agreement for the purchase and sale of the Property.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Recitals to this Agreement are material and are incorporated by reference into the Agreement.

2. Property. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the real property with any improvements thereon and appurtenances thereto belonging, containing approximately 4.904 acres, more or less, the exact acreage to be determined by current survey, to be obtained by Purchaser, and approved by Seller (the "Current Survey"), located north of Richmond Road on Crossing Way in Staunton, Virginia, as shown on the sketch attached as "Exhibit A".

3. Purchase Price. The purchase price of the parcel shall be Three Hundred Eighteen Thousand Seven Hundred Sixty Dollars (\$318,760.00). The purchase price shall be payable all in cash, by wire transfer, to the Seller at Closing. The parties acknowledge and understand that the amount of the purchase price is in lieu of Purchaser requesting any amount of incentives with respect to the development of the Property.

4. Deposit. Simultaneous with the execution of this Contract, Purchaser shall deposit with an escrow agent mutually acceptable to the parties, the sum of Ten Thousand Dollars (\$10,000.00) (the "Deposit"), to be applied to the purchase price or returned to Purchaser if the transaction fails to close as a result of the exercise of due diligence during the Contingency Period contained in Paragraph 9 of this Contract or as otherwise set forth herein. If the Purchaser has not terminated the Contract by the end of the Contingency Period, the Deposit shall be nonrefundable and retained by the Seller, subject to the conditions in Paragraphs 8 and 10) or as otherwise set forth herein.

5. Due Diligence Items. Seller shall deliver to Purchaser within ten (10) days following its execution of this Contract the following items (known, to the best knowledge of Seller, to be in its possession) (collectively, the "Due Diligence Items"):

- a. Any engineering, wetland/environmental, and traffic studies of the Property.
- b. All information, surveys, title searches/policies and studies regarding the Property and such additional information which may come into Seller's possession during the Contingency Period (as defined below).
- c. All relevant information with respect to the Property and past uses thereof and such relevant additional information which may come into Seller's possession during the Contingency Period.

- d. Any leases, easements, licenses, contracts or other encumbrances or obligations which affect the Property, including but not limited to any road and utility as-built plans related to the Seller's Obligations set forth in Paragraph 13. The parties anticipate that the road and utility as-builts shall not be available until a later date, and therefore, Seller shall provide them as soon as they are available.

Seller expressly disclaims any representation or warranty with respect to the Due Diligence Items, to the extent that Seller represents that it has no knowledge of any material inaccuracy set forth in such Due Diligence Items. Purchaser relies on such items at Purchaser's sole risk and agrees to release Seller from any liability that Purchaser may incur as a result of its reliance thereon.

6. Conveyance. Seller shall convey to Purchaser marketable title (insurable at regular rates) to the Property by Special Warranty deed, free and clear of all liens and encumbrances, recorded restrictions, easements, agreements, and conditions now affecting the Property excepting those which (i) do not render the title unmarketable, and (ii) do not adversely affect Purchaser's intended use of the Property for retail/office development purposes (the "Intended Use"). The conveyance also includes any right of Seller to any unpaid amount by reason of any taking by condemnation. Seller will deliver at no additional cost to Purchaser, at Closing, or thereafter, on demand, any documents that Purchaser may require to collect the award and damages. This provision shall survive the Closing. Seller covenants to deliver to Purchaser at Closing an affidavit acceptable to Purchaser and the title company stating that Seller has sole and exclusive possession of the Property, and stating that either (i) there have been no improvements, additions, alterations, repairs or any changes of any kind whatsoever made to the Property during such period as may give rise to liens under applicable law, or (ii) if there have been any such improvements or repairs, that all lienors or potential lienors in connection with such improvements or repairs have been paid in full. Seller shall supply to Purchaser at or prior to closing such other documentation as may be reasonably required by Purchaser, including, without limitation, certificate re-affirming as of the Closing Date the representations, warranties and covenants set forth herein, all in form and substance acceptable to Purchaser. Seller shall also execute and deliver such other documentation as Purchaser may reasonably require, including without limitation, affidavits, certificates and other information sufficient to satisfy requirements of the Internal Revenue Code (including Sections 1445 and 6045 thereof).

7. Condition of Property. Seller shall convey the Property "AS IS" without any representations expressed or implied as to the condition of the Property, except as expressly set forth herein.

8. Title/Survey Examination. Purchaser shall have until the end of the Contingency Period to obtain a title examination and Current Survey of the Property. If the title examination or Current Survey reveals defects rendering title unmarketable or adversely affecting Purchaser's intended use of the Property, Purchaser shall give Seller written notice by the expiration of the Contingency Period and Seller may attempt to cure such defects at its expense. If the Seller is unable or unwilling to correct the title or survey

objections within a reasonable time (not to exceed thirty (30) days after delivery of notice of defects to Seller), Purchaser may, at its option, either (i) terminate this Contract, and all rights and liabilities hereunder shall cease and the Deposit shall be refunded to Purchaser, or (ii) waive the foregoing right and proceed to close on the purchase of the Property in accordance with the other terms of this Contract without reduction of the purchase price. At closing the condition of the title to the Property shall not have changed from that approved by Purchaser.

9. Contingency Period. It is specifically understood that Purchaser presently contemplates construction on the Property and it is, therefore, specifically agreed that Purchaser's obligations hereunder are conditioned upon the satisfaction in Purchaser's sole discretion of each of the following conditions set forth in (a) through (h) below, within sixty (60) days from the date this Contract is executed by both Purchaser and Seller ("Contingency Period") (any of which conditions may be waived by Purchaser upon giving written notice of such waiver to Seller). Purchaser shall have the sole option, at its absolute discretion, of cancelling the Contract by written notice to Seller prior to the expiration of the Contingency Period, and both parties shall be released from all obligations and liabilities hereunder and the Deposit refunded to the Purchaser.

(a) Purchaser shall have the right to conduct any and all financial studies, physical tests, evaluations, and investigations, including but not limited to feasibility, geotechnical, survey, and environmental studies, it may desire of the Property.

(b) Purchaser and its agents and consultants may take samples of soils, surface waters, groundwater, or other environmental media, on, in or under the Property. If Hazardous Materials, as hereinafter defined, or other environmental hazards are located, discovered, or suspected to be on the Property, Purchaser may take samples of such Hazardous Materials or other environmental hazards. Purchaser agrees that if any Hazardous Materials or other environmental hazard is discovered on the Property, or in samples taken from the Property during this timeframe, it will immediately notify Seller of such discovery.

(c) Purchaser shall indemnify, defend and hold harmless Seller and City from and against any and all loss, cost, damage, claims, cause of actions or expense (including reasonable attorneys' fees) (collectively, the "Claims") arising from any Investigations conducted by or on behalf of Purchaser, except to the extent that such Claims are caused by the negligent act or omission of Seller, City, or agents, or the present condition of the Property.

(d) Prior to entry, Purchaser shall deliver to Seller evidence of general liability insurance during the Contingency Period issued by a company reasonably acceptable to Seller, licensed to do business in the Commonwealth of Virginia, providing public liability insurance with minimum limits of \$1,000,000 on account of bodily injury to or death of one person and \$1,000,000 on account of bodily injury or death of more than one person as a result of any one accident or disaster and property damage insurance with minimum limits of \$100,000.

(e) Governmental Approval. Purchaser determining that it can obtain all necessary permits or approvals upon submission of applications for permits or approvals.

(f) Purchaser platting or replatting, including completion of a subdivision plat at Purchaser's expense, for the Property. Purchaser shall not record any approved replatting until the Closing Date with the simultaneous recordation of the Deed.

(g) Reserved.

(h) If the contingencies set forth in this Paragraph 9 are satisfied within the Contingency Period, but then such satisfaction or approval expires before the Closing due to the fact that Seller has not completed its obligations under this Contract, including but not limited to the Seller's Obligations, as defined below, then Purchaser shall have an additional sixty (60) days from the date that Seller gives Purchaser written notice that Seller has completed its obligations pursuant to the Contract and is ready to close to satisfy such contingency or obtain such approval. If Purchaser cannot obtain such approval within the additional sixty (60) day period, then Purchaser may terminate this Contract by giving written notice to Seller prior to the expiration of the sixty (60) day period and the Deposit shall be refunded to Purchaser.

10. Purchaser's Conditions Precedent. Purchaser's obligation to close shall at all times be conditioned upon the following (unless Purchaser waives such conditions):

(a) Seller's performance of all of its obligations under this Agreement in accordance with the provisions hereof, including but not limited to Seller's Obligations (as defined below);

(b) The truth and accuracy of Seller's warranties and representations hereunder; and

(c) The absence of any material change in the status of the use, title, occupancy or physical condition of the Property (including, without limitation, any such change caused by casualty or condemnation), unless caused by Purchaser or its consultants or contractors, between the ratification of this Contract and the Closing (inclusive), that has not been approved in writing by Purchaser; and

Should any one or more of the contingencies set forth in clauses (a), (b) and (c) above not be satisfied or waived in writing by Purchaser on or before the Closing Date, then Purchaser may terminate this Agreement by giving written notice to Seller, which termination shall be in addition to exercising any other remedy available to Purchaser hereunder in the event of a failure of a contingency due to Seller's default hereunder and the Deposit shall be refunded to Purchaser in full.

11. Seller's Conditions Precedent. Seller's obligation to close shall at times be conditioned upon the following (unless Seller waives such conditions):

(a) Purchaser's performance of all of its obligations under this Agreement in accordance with the provisions hereof.

12. Risk of Loss. Risk of loss damage to the Property shall be Seller's until such time as closing has occurred. In the event of loss or damage from condemnation, fire, windstorm, casualty or other cause occurs prior to closing, Seller shall have no obligation to restore the Property, but Purchaser may either (i) terminate the Contract, or (ii) proceed to close without reduction in purchase price but with any condemnation awards or insurance proceeds assigned to it.

13. Seller's Obligations. The items set forth below in subsections (a) through (d) shall be condition precedents to Purchaser's obligation to close this transaction, and the Seller shall cause, prior to the Closing Date (as hereinafter defined), the completion and satisfaction of such obligations and commitments ("Seller's Obligations"). Purchaser may in its discretion extend the Closing Date to provide sufficient time for Seller to complete or cause the completion of such obligations and commitments.

(a) Obtain approval from the appropriate governmental authority for the Property to be legally divided from Seller's parent tract so that the Property exists as a separate tax map parcel consisting of 4.904 acres, more or less.

(b) Intentionally deleted.

(c) The Seller's current site plan for the extension of Crossing Way shows an entrance to the Property off of Crossing Way shown as 24 feet in width to be constructed by Seller as part of its current plan. The current code requirement for such an entrance is 28 feet in width. Seller agrees to construct the entrance off of Crossing Way to the Property at a width of 28 feet (24' asphalt width and 2' concrete gutter on either side of the asphalt). Purchaser acknowledges that the dedication of the right of way for the extension of Crossing Way along the eastern boundary of the Property will not occur until after the Closing.

(d) To cooperate with Purchaser post-closing to provide adequate drainage easements for the development of such property and temporary constructions easements across Seller's residual property to accommodate the development of the Property. The terms of this paragraph shall survive the Closing.

14. Condition of Property. Except for Seller's improvements set forth in Paragraph 13, the Seller covenants that the Property will be in substantially the same condition at closing as of the date of this Contract.

15. Closing. Closing shall take place at the office of Purchaser's attorney on or before thirty (30) days after the expiration or earlier termination of the Contingency Period

(the "Closing Date"), or as may be mutually agreed in writing between the parties. Possession shall be given at closing unless otherwise agreed in writing by Purchaser and Seller. If Seller fails to close by sixty (60) days after the expiration or earlier termination of the Contingency Period and the parties have not mutually agreed in writing to extend the Closing Date, then Purchaser may terminate this Contract, and the Deposit refunded to Purchaser.

16. Closing Costs. Seller shall pay the cost of obtaining and recording any documents to cure title, and the preparation of the deed. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with this purchase, including without limitation title examination, insurance premiums, survey costs, recording costs and taxes shall be borne by the Purchaser. Each party shall pay its own attorney's fees incurred in this transaction.

17. Seller's Representations. Seller represents, covenants and warrants to Purchaser as of the date of this Contract, and as of the date of settlement, which representations and warranties shall survive closing, as follows:

- (a) Seller has marketable fee simple title to the Property.
- (b) There are no proceedings pending and to the best of Seller's knowledge none is threatened against or relating to the Property.
- (c) To the best of Seller's knowledge, there are no special assessments against the Property or any planned public improvements which may result in a special assessment against the Property.
- (d) No bankruptcy or insolvency proceedings are pending or contemplated by or against Seller.
- (e) (1) To the best of Seller's knowledge, (a) there are no Hazardous Materials (defined below) on the Property other than those customarily used for routine upkeep, maintenance, repair and cleaning of the Property and equipment thereon; (b) there have been no releases, spills, discharges, emissions or dumping of Hazardous Materials onto, in or from the Property, reportable or not under the applicable environmental laws; (c) Seller and the Property currently have all required and necessary permits, authorizations and certifications called for under the applicable environmental laws as applicable to the Property; (d) the Property contains no remains or improvements of any archeological or historic significance; and (e) there are no endangered or threatened species on the Property.
- (2) For the purposes of this Contract, "Hazardous Materials" shall mean any (a) petroleum products or used or waste petroleum products, flammables, explosives, radioactive materials, asbestos in any form, urea formaldehyde insulation, lead or lead-based paint, polychlorinated biphenyls, radon gas, discarded tires, discarded batteries or parts thereof, or construction or demolition debris, (b) any chemicals, emissions,

materials, substances, pollutants, discharges or wastes which are defined or characterized as "solid" "hazardous" "toxic" "special" "medical" "biohazard" or other words of similar import, pursuant to any applicable environmental laws; and (c) any other chemical, material, substance, waste, emission, discharge, or pollutant, exposure to which is prohibited, limited, or regulated by any governmental authority, or shows to be a carcinogen, mutagen, or otherwise is adverse to human health or the environment.

(f) To the best knowledge of the Seller, the Property and all operation thereof have been and are in full compliance with all environmental laws, and there is no litigation nor any demand, claim, hearing or notice of violations or other administrative or third party action pending, or to the best knowledge of Seller, threatened against the Seller relating in any way to or based in whole or in part on the applicable environmental laws or Hazardous Materials. There are no underground and above-ground storage tanks on the Property. Prior to closing, Seller shall take no actions which would adversely affect the environmental condition of the Property.

(g) The Property is not subject to any prior contracts or agreements which would limit Seller's right to perform its obligation under this Contract.

(h) To the best of Seller's knowledge: (I) there are no adverse or other parties in possession of the Property, or any part thereof, and (ii) no party has been granted any license, lease or other right relating to the use or possession of the Property, or any part thereof, other than easements, agreements and matters appearing of record.

(i) Seller has not received notices, written or otherwise, from any governmental or quasi-governmental agency requiring the correction of any condition with respect to the Property, or any part thereof, by reason of a violation of any regulation imposed by such governmental authority relating to the zoning and the current use or condition of the Property.

(j) This Contract has been duly executed and delivered by Seller and Seller has the power and authority to complete the closing contemplated hereby.

(k) While this Contract is in effect and prior to Closing, Seller shall (I) promptly furnish to Purchaser copies of any all notices that it receives or have been received by Seller with respect to the existence of any Hazardous Materials on the Property, or any default, violation or delinquency regarding the use, occupancy or physical conditions of the Property, (ii) take no actions that would encumber the Property after closing with any lease, lien, covenant, condition or restriction, and (3) not seek any zoning change or other governmental approval with respect to the Property, without, in each case, prior written approval of the Purchaser.

18. Seller's Closing Documents. At closing, Seller shall provide the Deed, a standard form owner's affidavit as to mechanics' liens and possession, and other such documents as may reasonably be required by Purchaser and its title insurance company.

19. Taxes and Prorations. Seller is exempt from real estate taxation. Purchaser shall be responsible for real estate taxes assessed subsequent to closing.

20. Assignment. This Contract may be assigned by Purchaser to an entity owned, controlled or managed by Purchaser.

21. Default. If either Seller or Purchaser defaults under this Contract, the defaulting party, in addition to all other remedies at law or in equity, shall be responsible for any damages and all expenses incurred by the non-defaulting party in connection with this transaction and the enforcement of this Contract, including, without limitation, attorneys' fees and costs, if any, at the trial or appellate level.

22. Notice. Whenever notice is to be given pursuant to any of the provisions of this Contract, such notice shall be in writing and shall be deemed to have been given upon (i) delivery by hand, (ii) three days after deposit in the U.S. Mail with postage prepaid, for delivery by certified mail, return receipt requested, or (iii) one day after delivery to a nationally recognized courier for overnight delivery to:

Seller: Economic Development Authority of the City of Staunton,
Virginia
PO BOX 58
Staunton, VA 24402-0058

With copy to:

Purchaser: Staunton Crossing Partners, LLC
2815 North Augusta Street; Suite B
Staunton, VA 24401
ATTN: Scott Goldenberg

With copy to:

Miller Levin, PC
128 West Beverley Street
Staunton, VA 24401
Attn: Whitney Jackson Levin

or to such new address of Purchaser and Seller, written notice of which is given to the other party as required by this Paragraph.

23. Forum. In the event of any litigation, pertaining to this Contract, the exclusive forum for any dispute shall be the federal or state court in the jurisdiction in which the Property is located.

24. Brokers. Seller and Purchaser represent unto each other that no real estate broker, finder, agent, or other person has acted for or on behalf of either of them in bringing about this Contract, and there are no fees or commissions payable to any other person or firm on account of this Contract or the closing contemplated herein. If any claim for any commission or fee be asserted as a result of the Contract or the closing contemplated herein, the same shall be the full responsibility of the party whose actions resulted in such a claim for commission or fee and such party shall hold the other party harmless and indemnify such party as to any payment with respect thereto. The parties acknowledge that some of the members of Purchaser are licensed real estate brokers in the Commonwealth of Virginia.

25. Time. Any time provided for herein which shall end on Saturday, Sunday or legal holiday, shall extend to 5:00 p.m. of the next business day.

26. Signatures. This Contract may be executed in any number of counterparts, each of which will constitute an executed original. Signatures to this Contract transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

27. Entire Agreement. This Contract constitutes the entire agreement between the parties and may not be modified or changed except by written instrument executed by all of the parties. The Contract shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Contract.

28. This Contract is contingent on the Seller and the Staunton City Council passing resolutions to approve this sale.

WITNESS the following signatures and seals.

This offer is valid until _____ at 5:00 p.m. EST. If not accepted by Seller by such time, it shall automatically expire and become null and void.

PURCHASER

Staunton Crossing Partners, LLC,
a Virginia limited liability company

Date of Execution

By: _____

_____, Manager

SELLER:

Economic Development Authority of the City of
Staunton, Virginia

Date of Execution

By: _____

Name: _____

Title: _____

EXHIBIT A

Property