

**Work Session Agenda
Staunton City Council
Rita S. Wilson Council Chambers
January 25, 2024
5:00 p.m.**

5:00 p.m.	1.	Consideration of Work Session and Regular Meeting Agendas
5:05 p.m.	2.	Joint City Council/School Board Budget Work Session
5:40 p.m.	3.	Discussion of The Pathways Program of the Augusta County Commonwealth's Attorney's Office
6:00 p.m.	4.	Closed Meeting for (i) Discussion or Consideration of the Disposition of Publicly-Held Real Property within Staunton Crossing and on Peck Street; and (ii) Discussion of the Award of a Public Contract Involving the Expenditure of Public Funds for the Purchase of Surveying Services Where Discussion in an Open Session Would Adversely Affect the Bargaining Position or Negotiating Strategy of the Public Body (To Include Break Until Regular Meeting at 7:00 p.m.)

**Regular Meeting Agenda
Staunton City Council
Rita S. Wilson Council Chambers
January 25, 2024
7:00 p.m.**

Call to Order

Pledge of Allegiance

Invocation/Moment of Silence—Claffey

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 January 11, 2024 A.2. Consideration of Ordinance to Amend the FY2024 Budget Ordinance for the City of Staunton by Adding Budget Amendment Number Two 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.	Consideration of a Final Plat for Red Oaks, Section 7
C.	Modification of Contract for Architectural, Engineering and Related Services for Design and Construction Administration of the City of Staunton Juvenile & Domestic Relations District Court Facility

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 25, 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, VA

Meeting Date:	January 25, 2024	Dr. Garrett Smith School Superintendent Leslie Beauregard City Manager
Item #	2	
Department:	School Board City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Area: Responsive, Efficient Government	
Subject:	Joint Budget Work Session—City Council and School Board	

Background: Staunton City School Board and City Council will meet in a joint work session, as in prior years, to discuss general items of mutual interest, such as capital improvement projects and budget development.

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	January 25, 2024	Leslie Beauregard City Manager
Item #	3	
Department:	City Manager’s Office	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Engagement Strategic Area: Responsive, Efficient Government	
Subject:	Discussion of The Pathways Program of the Augusta County Commonwealth’s Attorney’s Office	

Background: First presented to City Council at their September 14, 2023 work session, staff will now provide additional information to continue the discussion and receive direction from City Council regarding The Pathways Program of the Augusta County Commonwealth's Attorney's Office.

Attachments: 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 25, 2024	City Council John C. Blair, II City Attorney
Item #	4	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Responsive, Efficient Government	
Subject:	Closed Meeting for (i) Discussion or Consideration of the Disposition of Publicly-Held Real Property within Staunton Crossing and on Peck Street; and (ii) Discussion of the Award of a Public Contract Involving the Expenditure of Public Funds for the Purchase of Surveying Services Where Discussion in an Open Session Would Adversely Affect the Bargaining Position or Negotiating Strategy of the Public Body	

Suggested Motion: I move to enter a closed meeting for: (i) Discussion or consideration of the disposition of publicly-held real property located at Staunton Crossing and Peck Street where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A)(3); and (ii) Discussion of the award of a public contract involving the expenditure of public funds for surveying services where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body 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 25, 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 25, 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 January 11, 2024

Suggested Motions: I move to approve the work session and regular meeting minutes of January 11, 2024 [as presented] [with the following changes: _____.]

City Manager: Leslie Beauregard



City Council
WORK SESSION
January 11, 2024
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.

Ms. Woods moved that Morgan Smith be appointed as acting Clerk of Council for the recordation of the proceedings of City Council in its work session and regular meeting of January 11, 2023, and that she be authorized and directed to sign and execute such documents as are necessary and proper regarding the presence of Council members, a quorum, consideration, and voting.

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

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

1. Consideration of Work Session and Regular Meeting Agendas

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

Mr. Arrowood moved to approve the work session and regular meeting agendas as presented.

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

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

Mr. Robertson arrived at 5:03 p.m.

50 **2. Friends of the Staunton Library Proposed Library Terrace Project**

51
52 The Friends of the Staunton Library is interested in designing and constructing a public terrace on
53 the lawn of the Staunton Public Library to be used for a variety of outdoor programming needs.
54 The Friends have begun to have preliminary discussions about this project with the City Manager's
55 Office and Community Development.

56
57 Friends of the Staunton Library project committee members Howard Kator, Kennon Bowen, Jerry
58 Brant and Bonnie Goff shared the preliminary visual design concepts that have been developed.
59 No financial support for this project is being requested from the City, but the Friends are seeking
60 support of the project concept from City Council.

61
62 Mayor Claffey asked if Councilmembers had any questions or comments.

63
64 Ms. Edwards asked when the project would start. Ms. Goff stated that the committee would hold
65 interviews with interested contractors as soon as possible, but that the project start depended on
66 the chosen contractor's schedule.

67
68 Mayor Claffey asked how many could the terrace seat. Director of the Library Sarah Skrobis stated
69 that there would be seating for 50, but also designed so that participants can bring chairs.

70
71 Councilmembers had no further questions.

72
73 Vice Mayor Darby arrived at 5:11 p.m.

74
75 **3. Overview of Conflict of Interests Act and Statement of Economic Interests**

76
77 City Attorney John Blair provided a brief overview of the Conflict of Interests Act as well as
78 Councilmember requirements regarding the completion of a Statement of Economic Interests.

79
80 Mayor Claffey asked if Councilmembers had any questions or comments.

81
82 Ms. Edwards asked a question regarding dining, to which Mr. Blair stated there are a lot of
83 questions that needed to be asked to determine whether the event would be considered a gift and
84 suggested that she reach out to him for more detail in a one-on-one conversation.

85
86 Councilmembers had no further questions.

87
88 **4. Closed Meeting for Discussion of the Award of a Public Contract Involving the**
89 **Expenditure of Public Funds Where Discussion in an Open Session Would Adversely**
90 **Affect the City of Staunton's Bargaining Position**

91
92 Mr. Campbell moved to enter a closed meeting for: the discussion of the award of a public contract
93 for architectural and engineering services involving the expenditure of public funds where the
94 discussion in an open session would adversely affect the City of Staunton's bargaining position
95 pursuant to Virginia Code §2.2-3711(A)(29).

96
97 The motion was seconded by Mr. Arrowood and carried as follows:
98

99	Mr. Campbell	aye	Mr. Arrowood	aye
100	Mr. Robertson	aye	Vice Mayor Darby	aye
101	Ms. Edwards	aye	Mayor Claffey	aye
102	Ms. Woods	aye		

103

104 Ms. Woods moved that Council reconvene in an open meeting and certify to the best of each
105 member's knowledge that only lawfully exempted public business matters were discussed, and
106 that only public business matters as identified in the closed meeting motion were heard, discussed,
107 or considered in the meeting.

108

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

110

111	Mr. Robertson	aye	Ms. Edwards	absent*
112	Mr. Campbell	aye	Vice Mayor Darby	aye
113	Ms. Woods	aye	Mayor Claffey	aye
114	Mr. Arrowood	aye		

115

116 *Ms. Edwards left at 6:59 p.m. due to illness.

117

118 The work session adjourned at 7:01 p.m.

119

120

121

Morgan A. Smith
Acting Clerk of Council

**REGULAR MEETING OF STAUNTON CITY COUNCIL****Thursday, January 11, 2024****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
Mark A. Robertson
Alice L. Woods

ABSENT: Michele D. Edwards

ALSO PRESENT: Leslie Beauregard, City Manager
Amanda Kaufman, Assistant City Manager
John Blair, City Attorney
Morgan Smith, Acting 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. Campbell.

MAYOR'S REPORT

Mayor Claffey shared that Staunton citizen and long-time attendee of City Council meetings Baldwin Jennings passed before Christmas and that former president of Mary Baldwin College (now University) Cynthia Tyson died. He also stated that he attended the Economic Development Authority meeting and the Tourism Advisory Board meeting. At the TAB meeting he learned that from Jan. 17–19 the Staunton Downtown Development Association would be hosting the Virginia Main Street Association conference. Mayor Claffey invited the public and council to join him at the Martin Luther King program at Central United Methodist on Monday, Jan. 15.

City Manager Leslie Beauregard introduced Josh Knight, the City's new Engagement and Communications Manager.

ADDITIONAL ITEMS BY MEMBERS OF COUNCIL

Mr. Arrowood shared that he, and other councilmembers, attended the West End open house on Tuesday, Jan. 9 and a continuation of the local housing summit this morning.

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 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**

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.

Ms. Woods moved to approve the Consent Agenda as presented.

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

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

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

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 proposed 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.

Mayor Claffey asked if Councilmembers had any questions.

Mr. Robertson asked if MBU was willing to provide any funds toward the renovation. Director of Parks and Recreation Chris Tuttle stated that the University had not agreed to a financial commitment. Mr. Robertson stated that he would be voting not to support the license.

Mayor Claffey asked if Thompson & Litton had begun analyzing the field and the needs. Mr. Tuttle confirmed that they had, and that the report would come to staff in March.

Councilmembers had no further 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.

Brenda Mead, 342 Sherwood Avenue, stated that she agreed with granting MBU a license to use Moxie Stadium, but that she was against any renovations.

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

Ms. Woods moved that City Council approve the resolution authorizing a license agreement between the City and Mary Baldwin University for the use of John Moxie Memorial Baseball Stadium as noted in the 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.

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

142	Mr. Arrowood	aye	Mr. Campbell	aye
143	Ms. Edwards	absent	Vice Mayor Darby	aye
144	Ms. Woods	aye	Mayor Claffey	aye
145	Mr. Robertson	no		

146

147 **C. Public Hearing of Ordinance to Amend the FY2024 Budget Ordinance for the City of**

148 **Staunton by Adding Budget Amendment Number Two**

149

150 Chief Finance Officer Jessie Moyers stated that the second budget amendment for fiscal year 2024

151 has been prepared for review and discussion. The total budget amendment equals \$30,374,811 and

152 was presented as follows:

153

154 **City Budget Amendment—\$22,643,657**

155

156 1. General Fund amendment of \$7,108,961.

157

- 158 • \$24,222 – Opioid Settlement Funds
 - 159 • \$369,500 – Interest Income
 - 160 • \$3,000 – IT Grant for GIS Software
 - 161 • (547) – Adjust Clerk of the Court Trust Funds
 - 162 • \$11,314 – Insurance Recoveries
 - 163 • \$4,750 – Safety Grant
 - 164 • \$15,200 – DMV Grant
 - 165 • \$6,000 – Library Grant
 - 166 • \$57,734 – Additional State Aid for Library
 - 167 • \$23,270 – Reappropriate ARPA funds
 - 168 • \$944,518 – Appropriate Fund Balance-Designated/Restricted Funds
 - 169 ○ \$131,158 – Opioid Funds
 - 170 ○ \$20,342 – State Forfeited Assets
 - 171 ○ \$111,185 – PD State/Fed Forfeited Assets
 - 172 ○ \$77,090 – Four for Life and Fire Program Funds
 - 173 ○ \$595,552 – VDOT Reimbursable Funds
 - 174 ○ \$9,191 – Parks & Rec and Horticulture
 - 175 • \$5,650,000 – Appropriate Fund Balance-Undesignated Funds
 - 176 ○ \$85,000 – Appropriate funds for back taxes (three years) for Valley Supportive
 - 177 Housing
 - 178 ○ \$4,315,000 – Transfer to CIP Fund
 - 179 ○ \$1,250,000 – Landfill Capital Funding
- 180
- 181

182 2. Capital Improvements Fund amendment of \$6,189,859.

183

- 184 • \$3,000,000 – Transfer from the General Fund: JDR Courthouse/West End Complex
- 185 • \$765,000 – Transfer from the General Fund: FY2024 CIP (not including reserves)
- 186 • \$450,000 – Transfer from the General Funds: VDOT Paving and HUD Sidewalk
- 187 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

Mayor Claffey asked if Councilmembers had any questions or comments.

Councilmembers had no 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.

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

D. Consideration of Disposition of Staunton Crossing Property

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 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 per acre. 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.

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.

Mayor Claffey asked if Councilmembers had any questions.

Councilmembers had no questions.

Mr. Robertson moved to approve of the Staunton Economic Development Authority’s sale of 4.904 acres of the property at Staunton Crossing as presented.

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

Mr. Campbell
Ms. Woods

aye
aye

Mr. Arrowood
Vice Mayor Darby

aye
aye

Mr. Robertson

aye

Mayor Claffey

aye

Ms. Edwards

absent

MATTERS FROM THE CITY MANAGER

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

- The West End Revitalization Strategy survey is open through Jan. 31 and is featured on the City's webpage.
- The national community survey has hit the mailboxes of 3,000 randomly selected households. There is an online version, a paper copy, and then the survey will open to the public in early February.
- The Green Street redesignation will be held at 1 p.m. on Jan. 26 in Council Chambers.
- The Office on Youth has partnered with Staunton, Waynesboro and Augusta County to expand their Check and Connect Truancy Prevention program, and through grants are funding a full-time mentor to work with homeless and truant youth in the area.
- City offices and facilities will be closed on Monday, Jan. 15 in observance of Martin Luther King, Jr. Day.

MATTERS FROM THE PUBLIC

Mayor Claffey read the following statement:

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

Leslie Kipp, 16 Church Street, provided a history of the Civil Rights movement and shared his angst regarding diversity, equity and inclusion.

Brenda Mead, 342 Sherwood Avenue, paid tribute to Baldwin Jennings.

There was no one else present wishing to speak.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 7:50 p.m.

Morgan A. Smith
Acting Clerk of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	January 25, 2024	Jessie L. Moyers Chief Finance Officer
Item #	A.2	
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 was introduced at the January 11, 2024 council meeting. The total budget amendment equals \$30,374,811. This budget amendment did require a public hearing, which was properly advertised on January 4, 2024 in the *News Leader* and was conducted at the January 11, 2024 meeting. The second budget amendment of FY2024 is being brought back for your consideration.

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. State Operated Programs 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

Attachment: Budget Amendment Number Two

City Manager's Recommendation: Approve the proposed budget ordinance as presented.

Suggested Motion: I move to approve budget amendment number two for FY2024.

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

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		109,407
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		5,565,000
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	\$	1,732,332
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	900100-40515	\$ 358	
Sale of Salvage and Surplus	91101100-59100		\$ 358
Contingency			
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 Thursday, January 4, 2024.

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	January 25, 2024	Staff Members: Rodney Rhodes Tim Hartless
Item #	B	
Department:	Community Development— Planning and Zoning	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Areas: Infrastructure, Responsive, Efficient Government	
Subject:	Consideration of a Final Plat for Red Oaks, Section 7	

Background: S & H Associates of Staunton, represented by Mr. Rupen Shah, has submitted a final plat for Section 7 of the Red Oaks Subdivision. This section consists of the final 19 building lots, lots 15 – 33, and the creation of a new street to be named River Oak Drive.

In 2001, City Council approved the Red Oaks Development. Mr. Rupen Shah and the late Mr. Robert Haggerty were the owners/developers. This development is located between Frontier Drive and the intersection of Berry and Sterling Streets. The rear of the development is zoned R-3, Medium Density Residential District, with the entrance portion zoned B-2, General Business District. The developers received Council approval through a Special Use Permit for a Planned Residential Development (PRD) consisting of 77 lots. The concept of this PRD is a “contained exclusive retirement village.” There were to be a mixture of housing types and the units would be offered for sale. A homeowner’s association was created as part of this development.

Analysis: An infrastructure construction plan has been approved for Section 7; however, the construction of the infrastructure has not been completed. Therefore, a bond for \$670,000 is required to cover the proposed public improvements: water line (700 LF), sanitary sewer (747

LF), stormwater (204 LF), and street (727 LF). The City has received the bond which has been reviewed and accepted by the City's Engineer.

The zoning of the affected area is R-3, Medium Density Residential District. The use of the new lots will be for single-family dwellings. The Staunton Virginia Comprehensive Plan 2018 – 2040, General Land Use Development Guide, Future Land Use Map, designates this area as Low Density Residential and the approved Red Oaks PRD is consistent with this designation. The proposed layout meets the requirements of Title 17 "Subdivision" and Title 18 "Zoning" of the Staunton City Code and the final plat is in general conformance with the layout shown on the preliminary plat.

Planning Commission Recommendation:

At its December 21, 2023 meeting, the Planning Commission considered the request. On a 4-0 vote, with one abstention, the Commission voted to recommend approval, contingent upon the City receiving a bond for the public infrastructure. As previously noted, the City has now received the bond.

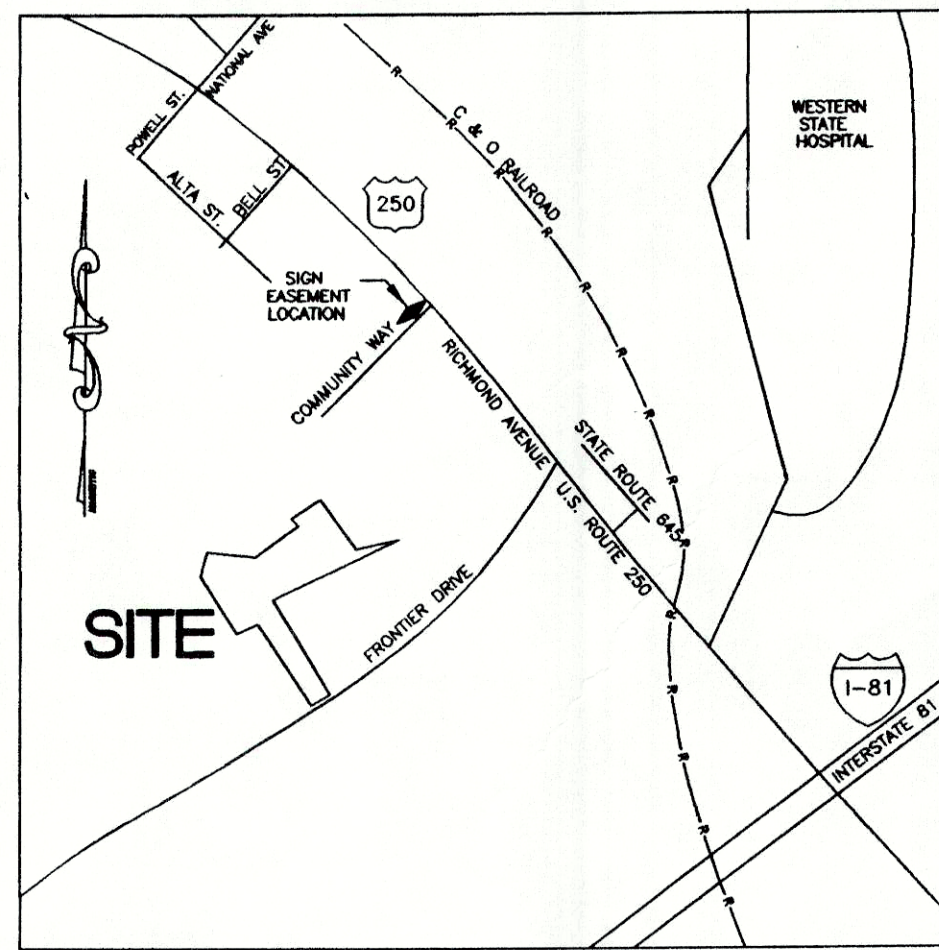
Attachments:

Attachment 1—Preliminary Plat, Red Oaks

Attachment 2—Final Plat, Red Oaks, Section 7

Suggested Motion: I move that Council approve the final plat for Red Oaks, Section 7, as recommended by the Planning Commission.

City Manager: Leslie Beauregard

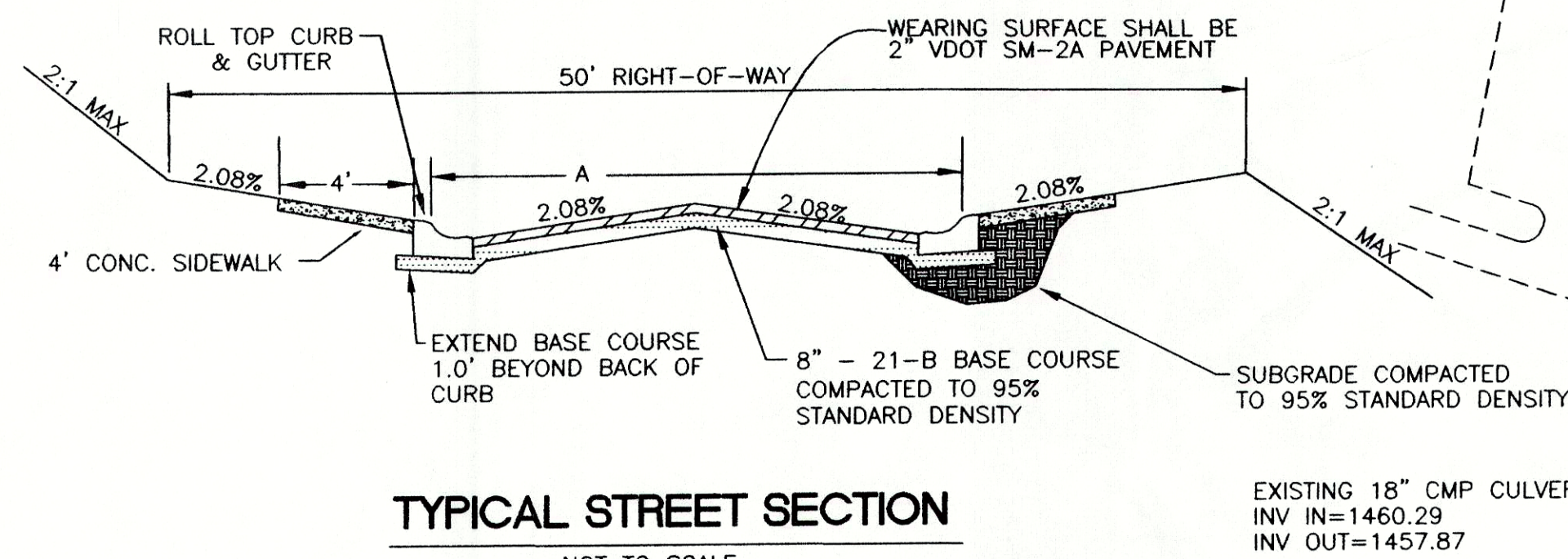


VICINITY MAP

OWNER/DEVELOPER
WATKINS ENGINEERING, P.C.
1710 W. BROAD STREET, SUITE 100
STAUNTON, VIRGINIA 22401

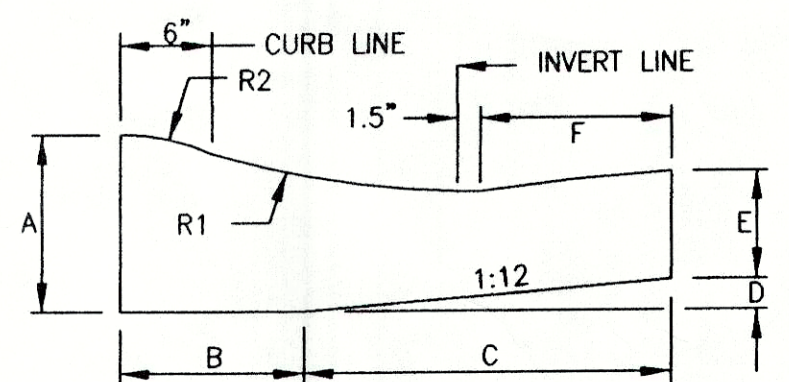
NOTES: ALL STREETS WILL BE DESIGNED AND CONSTRUCTED TO THE STANDARDS OF THE CITY OF STAUNTON W/ THE EXCEPTION OF WIDTH WHICH SHALL BE AS NOTED ON THE TYPICAL STREET SECTION.
ALL DRAINAGE WILL BE DESIGNED AND CONSTRUCTED PER THE STANDARDS OF VDOT & CITY OF STAUNTON.
ALL EROSION CONTROL MEASURES INCLUDING STORMWATER MANAGEMENT WILL BE DESIGNED AND CONSTRUCTED PER THE REQUIREMENTS OF THE VIRGINIA EROSION CONTROL MANUAL AND THE CITY OF STAUNTON.
ALL WATER AND SEWER MAINS WILL BE DESIGNED AND CONSTRUCTED PER THE STANDARDS OF THE CITY OF STAUNTON.
BENCHES SHALL BE PROVIDED IN THE OPEN AREAS AS AGREEABLE TO THE CITY OF STAUNTON.

DIMENSION A
RED OAK DRIVE A = 30'
RIVER OAK DRIVE A = 28'
SCARLET OAK DRIVE A = 28'
ALL CUL-DE-SACS SHALL BE 45' DIAMETER



TYPICAL STREET SECTION
NOT TO SCALE

DESIGN SPEED: 25MPH
STREET GRADES: MAXIMUM = 12.0%
MINIMUM = 1.40%



TYPICAL ROLL TOP CURB SECTION
NOT TO SCALE

DIMENSIONS	
A	11.5 IN
B	1 FT 0 IN
C	2 FT 0 IN
D	2 IN
E	7 IN
F	1 FT 6 IN
R1	1 FT 6 IN
R2	1 FT 3 IN

C-1
RADIUS = 2311.83'
LENGTH = 58.65'
DELTA = 1°27'13"
CHORD = 58.65'
CHORD BRC. = S 44°08'23" W

CENTER ISLAND TO BE A RAISED BRICK-PLANTER 3.0' HIGH WITH THE NAME OF DEVELOPMENT "RED OAKS" ON EACH SIDE OF THE PLANTER

PLEASANT MILES, L.L.C.
D.B. 399, PG. 907
TAX MAP 509, PARCEL 77B

VETERANS OF FOREIGN
WARS OF THE U.S. INC.
D.B. 285, PG. 249
TAX MAP 509, PARCEL 78B

AUGUSTA STAUNTON POST
No. 2216 VETERANS OF
FOREIGN WARS OF THE U.S.
D.B. 702, PG. 65
(AUGUSTA COUNTY)
TAX MAP 509, PARCEL 78B

EX MH
TOP=1478.17
INV IN=1469.83
INV OUT=1469.78

EXISTING 15" CMP CULVERT
INV IN=1484.80
INV OUT=1481.85

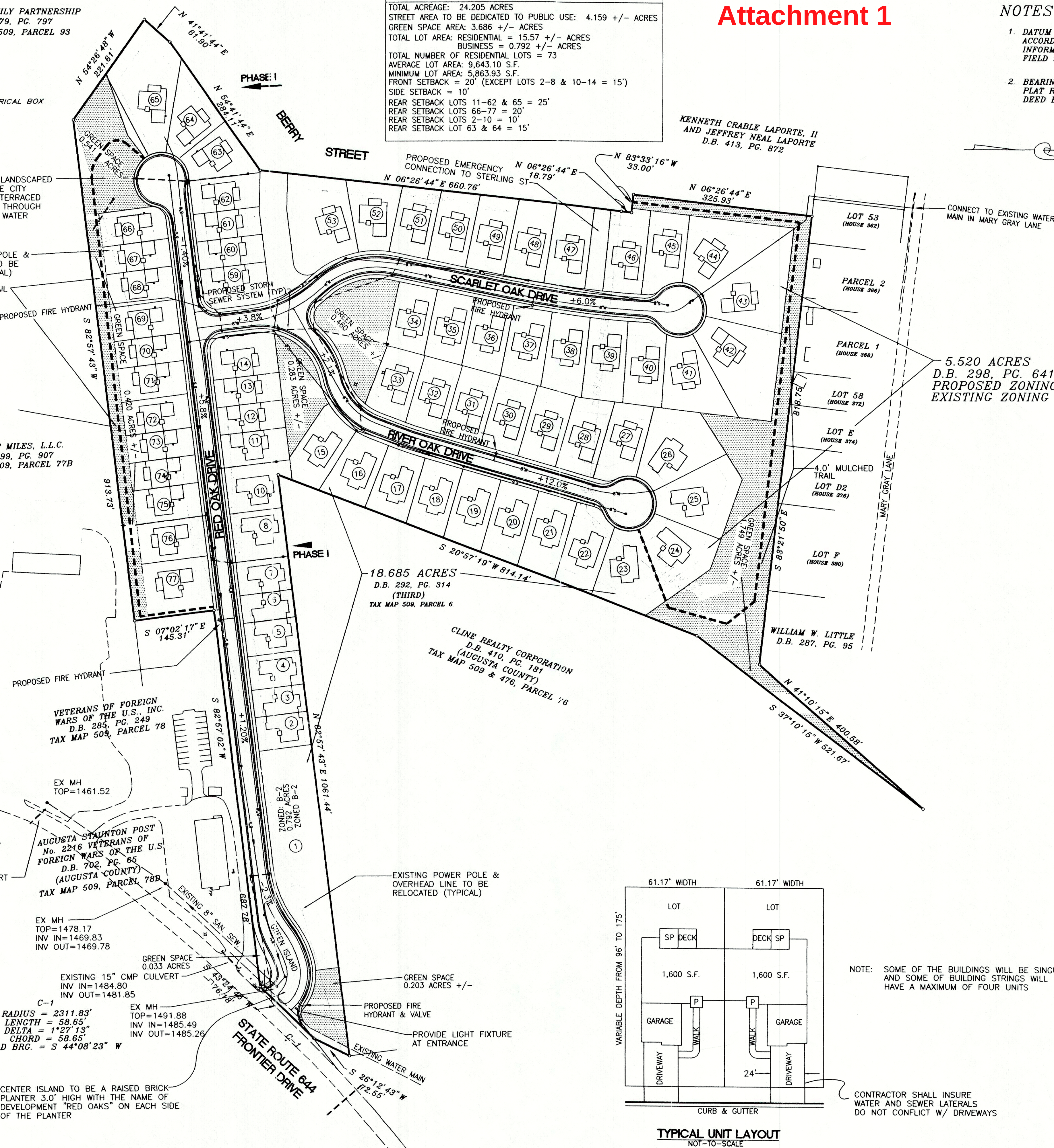
EX MH
TOP=1491.88
INV IN=1485.49
INV OUT=1485.26

SITE STATISTICS	
TOTAL ACREAGE:	24.205 ACRES
STREET AREA TO BE DEDICATED TO PUBLIC USE:	4.159 +/- ACRES
GREEN SPACE AREA:	3.686 +/- ACRES
TOTAL LOT AREA: RESIDENTIAL	= 15.57 +/- ACRES
BUSINESS	= 0.792 +/- ACRES
TOTAL NUMBER OF RESIDENTIAL LOTS	= 73
AVERAGE LOT AREA:	9,643.10 S.F.
MINIMUM LOT AREA:	5,863.93 S.F.
FRONT SETBACK	= 20' (EXCEPT LOTS 2-8 & 10-14 = 15')
SIDE SETBACK	= 10'
REAR SETBACK LOTS 11-62 & 65	= 25'
REAR SETBACK LOTS 66-77	= 20'
REAR SETBACK LOTS 2-10	= 10'
REAR SETBACK LOT 63 & 64	= 15'

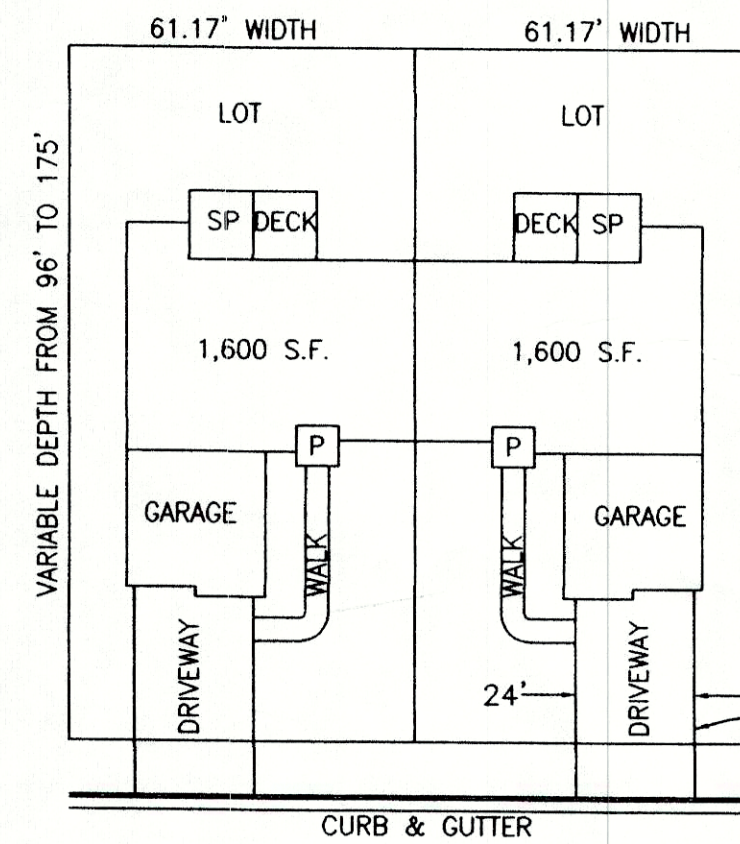
Attachment 1

NOTES:

- DATUM AS SHOWN HEREON IS ACCORDING TO RECORDED INFORMATION AND A CURRENT FIELD SURVEY.
- BEARINGS ARE ROTATED TO PLAT RECORDED IN DEED BOOK 556, PAGE 296



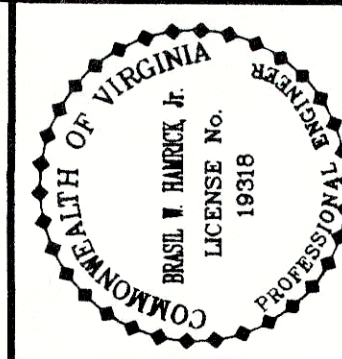
5.520 ACRES
D.B. 298, PG. 641
PROPOSED ZONING R-3
EXISTING ZONING R-2



TYPICAL UNIT LAYOUT
NOT-TO-SCALE

NOTE: SOME OF THE BUILDINGS WILL BE SINGULAR AND SOME OF BUILDING STRINGS WILL HAVE A MAXIMUM OF FOUR UNITS

CONTRACTOR SHALL INSURE WATER AND SEWER LATERALS DO NOT CONFLICT W/ DRIVEWAYS



DATE	REV. NO.	DESCRIPTION
05/07/07	2	REVISE PER OWNER, CHANGE TO SINGLE UNITS

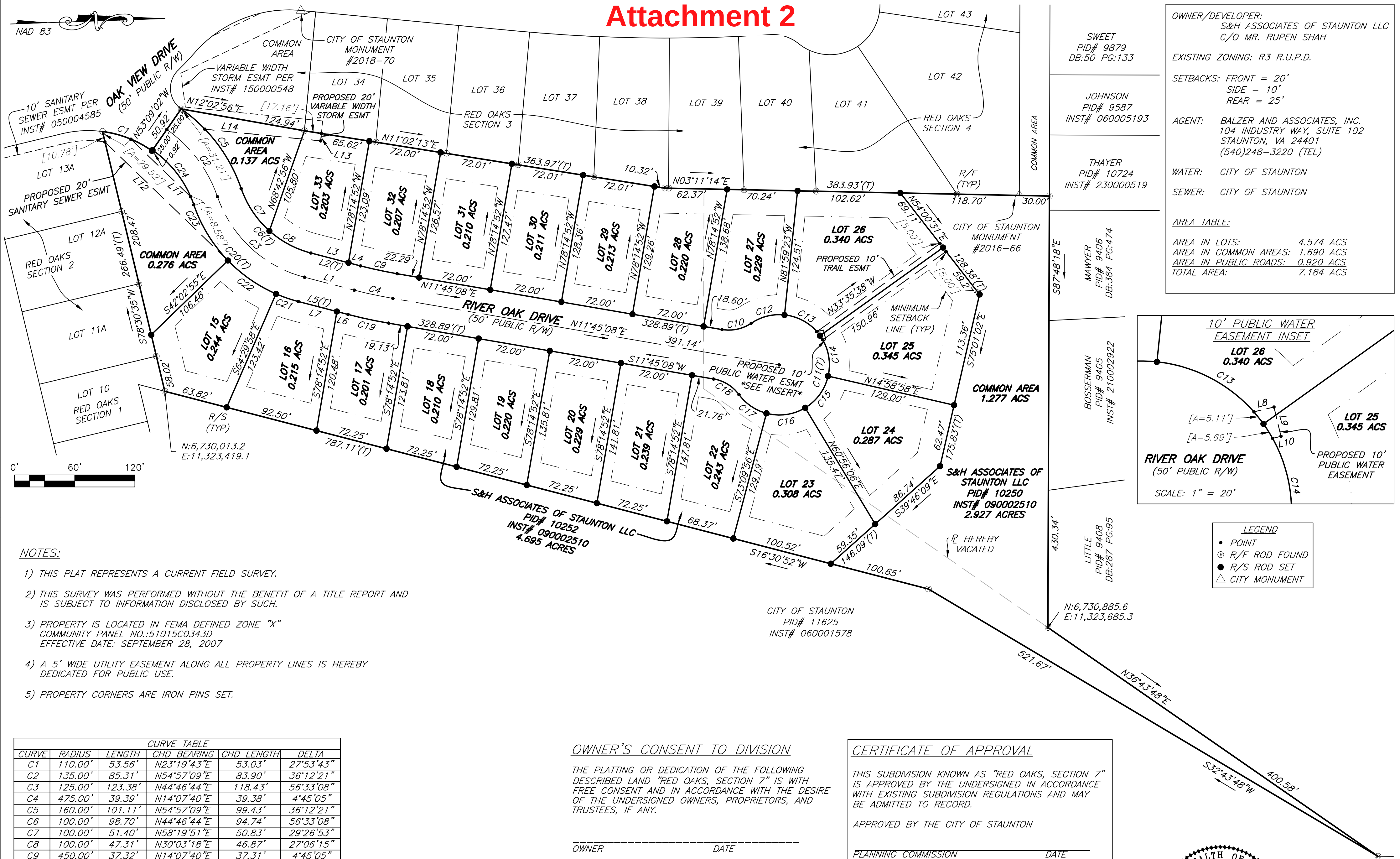
HE ENGINEERING, P.C.
Land Planning • Public Works • Environmental
Brasel W. Hamrick, Jr., P.E.
156 Laurel Hill Road
Route 617, Box 1442
Staunton, VA 22402
540-248-7407
Fax 540-248-7408
hengineering@comcast.net

PRELIMINARY PLAT

RED OAKS
CITY OF STAUNTON
AUGUSTA COUNTY, VIRGINIA

JOB No. 99-1118	SCALE 1" = 100'
DATE JANUARY 3, 2001	SHEET No. 2R OF 11

Attachment 2



OWNER/DEVELOPER:
S&H ASSOCIATES OF STAUNTON LLC
C/O MR. RUPEN SHAH

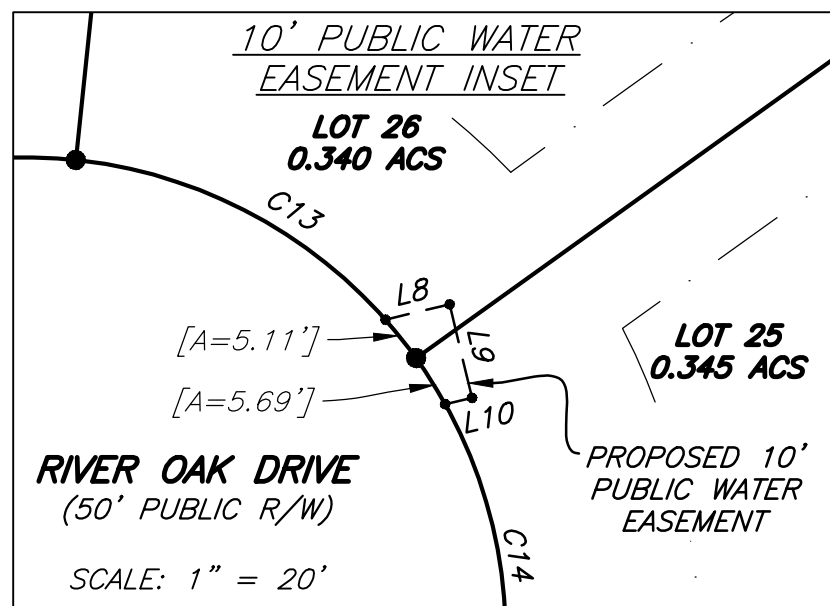
EXISTING ZONING: R3 R.U.P.D.

SETBACKS: FRONT = 20'
SIDE = 10'
REAR = 25'

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

WATER: CITY OF STAUNTON
SEWER: CITY OF STAUNTON

AREA TABLE:
AREA IN LOTS: 4.574 ACS
AREA IN COMMON AREAS: 1.690 ACS
AREA IN PUBLIC ROADS: 0.920 ACS
TOTAL AREA: 7.184 ACS



- NOTES:
- 1) THIS PLAT REPRESENTS A CURRENT FIELD SURVEY.
 - 2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO INFORMATION DISCLOSED BY SUCH.
 - 3) PROPERTY IS LOCATED IN FEMA DEFINED ZONE "X" COMMUNITY PANEL NO.:51015C0343D EFFECTIVE DATE: SEPTEMBER 28, 2007
 - 4) A 5' WIDE UTILITY EASEMENT ALONG ALL PROPERTY LINES IS HEREBY DEDICATED FOR PUBLIC USE.
 - 5) PROPERTY CORNERS ARE IRON PINS SET.

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHD BEARING	CHD LENGTH	DELTA
C1	110.00'	53.56'	N23°19'43"E	53.03'	27°53'43"
C2	135.00'	85.31'	N54°57'09"E	83.90'	36°12'21"
C3	125.00'	123.38'	N44°46'44"E	118.43'	56°33'08"
C4	475.00'	39.39'	N14°07'40"E	39.38'	4°45'05"
C5	160.00'	101.11'	N54°57'09"E	99.43'	36°12'21"
C6	100.00'	98.70'	N44°46'44"E	94.74'	56°33'08"
C7	100.00'	51.40'	N58°19'51"E	50.83'	29°26'53"
C8	100.00'	47.31'	N30°03'18"E	46.87'	27°06'15"
C9	450.00'	37.32'	N14°07'40"E	37.31'	4°45'05"
C10	40.00'	30.55'	N10°07'44"W	29.81'	43°45'41"
C11	50.00'	233.46'	S78°14'52"E	72.22'	267°31'25"
C12	50.00'	34.92'	N11°59'59"W	34.22'	40°01'12"
C13	50.00'	42.23'	N32°12'30"E	40.99'	48°23'45"
C14	50.00'	42.39'	N80°41'40"E	41.13'	48°34'36"
C15	50.00'	40.10'	S52°02'28"E	39.03'	45°57'08"
C16	50.00'	40.05'	S06°06'55"E	38.99'	45°53'59"
C17	50.00'	33.75'	S36°10'27"W	33.12'	38°40'46"
C18	40.00'	30.55'	S33°38'00"W	29.81'	43°45'40"
C19	500.00'	41.46'	S14°07'40"W	41.45'	4°45'05"
C20	150.00'	148.05'	S44°46'44"W	142.12'	56°33'08"
C21	150.00'	23.56'	S21°00'06"W	23.53'	8°59'51"
C22	150.00'	58.78'	S36°43'33"W	58.40'	22°27'03"
C23	150.00'	65.72'	S60°30'11"W	65.20'	25°06'13"
C24	110.00'	69.51'	S54°57'09"W	68.36'	36°12'22"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N16°30'11"E	51.25'
L2	N16°30'11"E	51.25'
L3	N16°30'11"E	38.78'
L4	N16°30'11"E	12.47'
L5	S16°30'11"W	51.25'
L6	S16°30'11"W	11.49'
L7	S16°30'11"W	39.76'
L8	N11°23'58"W	6.87'
L9	N78°36'02"E	10.00'
L10	S11°23'58"E	2.86'
L11	N45°57'16"E	82.73'
L12	S45°56'30"W	170.34'
L13	S82°14'22"E	7.41'
L14	S07°45'38"W	116.10'

OWNER'S CONSENT TO DIVISION

THE PLATTING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND "RED OAKS, SECTION 7" IS WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

OWNER _____ DATE _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, TO WIT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED

BEFORE ME THIS _____ DAY OF _____, 2023.

BY: _____

NOTARY: _____

CERTIFICATE OF APPROVAL

THIS SUBDIVISION KNOWN AS "RED OAKS, SECTION 7" IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE ADMITTED TO RECORD.

APPROVED BY THE CITY OF STAUNTON

PLANNING COMMISSION _____ DATE _____

CITY COUNCIL _____ DATE _____

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

RED OAKS, SECTION 7
FINAL PLAT

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



DATE: 10-27-2023
SCALE: 1" = 60'
JOB: S1400011.00
DRAWN BY: BSR



CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	January 25, 2024	Jessie Moyers Chief Finance Officer John Keene Project Manager
Item #	C	
Department:	Finance	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Built Environment; West End; Economic Development; Responsible, Efficient Government	
Subject:	Modification of Contract for Architectural, Engineering and Related Services for Design and Construction Administration of the City of Staunton Juvenile & Domestic Relations District Court Facility	

Background: The City of Staunton currently has a contract with Moseley Architects PC for architectural, engineering and related services for design and construction administration of the City of Staunton Juvenile & Domestic Relations District Court Facility for \$1,456,000. The proposed contract change before Council is for an increase of \$499,786 for additional design services. The Virginia Public Procurement Act allows contracts of this nature to be increased more than 25% over the original contract value only when authorized in writing by the governing body. City Council is requested to authorize this increase by a motion which authorizes the City Manager to execute the writing on behalf of the Council. No additional funding is being requested as funding for these services has been identified in the CIP fund.

Attachments:

Attachment 1—Original Contract
Attachment 2—Modified Contract
Attachment 3—Code of Virginia Section 2.2-4309

City Manager's Recommendation: Approve the additional services contract as presented.

Suggested Motion: I move to authorize the City Manager to sign the Moseley Architects' contract for additional services relating to the design of the J&DR Courthouse.

City Manager: Leslie Beauregard

**AGREEMENT
FOR
ARCHITECTURAL, ENGINEERING AND RELATED SERVICES FOR DESIGN AND
CONSTRUCTION ADMINISTRATION OF THE CITY OF STAUNTON JUVENILE &
DOMESTIC RELATIONS DISTRICT COURT FACILITY**

THIS AGREEMENT (Agreement), dated this 27th day of JULY, 2023 for identification, is made by and between the CITY OF STAUNTON, VIRGINIA (City), a municipal corporation of the Commonwealth of Virginia, and MOSELEY ARCHITECTS (Contractor), a Virginia corporation authorized to do business and validly existing in the Commonwealth of Virginia (SCC # 01356971).

Wherever used herein, the term Contractor shall mean Moseley Architects, a professional corporation rendering professional architectural and engineering services. The term Contractor does not imply that Moseley Architects is engaged in providing construction contracting work, nor is Moseley Architects responsible in any way for the construction means, methods, procedures, techniques or sequences nor for any aspect of jobsite safety. Provisions herein that customarily pertain to a contractor, including but may not be limited to, bids, payment bonds, performance bonds, warranties, guarantees, responsibilities for construction subcontractors, liquidated damages, etc., shall not apply to Moseley Architects and shall apply to the appropriate construction-related party. These duties are and shall remain the sole responsibility of the construction General Contractor.

The City recognizes that the General Contractor and its Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, jobsite safety and compliance with all Construction Documents and directions from City or building officials.

1. Recitals.

- 1.1. The City issued its May 31, 2023 Request for Proposal (RFP) to retain a Contractor to provide architectural, engineering, and related services for design and construction administration of the City of Staunton Juvenile & Domestic Relations District Court Facility.
- 1.2. Following a competitive process in which the City considered the Contractor's June 20, 2023 Proposal (Proposal), the City ranked the Contractor as the firm with which it preferred to negotiate for an engagement for services. This Agreement reflects the results of the successful negotiations.
- 1.3. To the extent that there is any conflict between or among the provisions of the RFP, including any addendum, and the Proposal and the Contractor's Cost of Services Proposal dated July 21, 2023; Revised July 26, 2023 and this Agreement, the order of control shall be: this Agreement, RFP, Cost of Services Proposal (Exhibit B) and Proposal.
- 1.4. Exhibit A is annexed and incorporated herein and shall be considered a part of this Agreement, except that in the event of any conflict between any of the provisions of the

Exhibit and the provisions of this Agreement, the provisions of this Agreement shall prevail.

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

2. Basic Services of the Contractor.

2.1. The Contractor will provide architectural, engineering, and related services for design and construction administration of the City of Staunton Juvenile & Domestic Relations District Court Facility.

2.2. In addition to the key milestones in the Contractor's Cost of Services Proposal the Contractor shall provide:

2.2.1. Schematic drawings to the City for review by August 17, 2023 and to the Commonwealth by August 18, 2023.

2.2.2. Final Design Development drawings to the City for review by November 16, 2023 and to the Commonwealth by November 22, 2023.

2.2.3. Final Construction Drawings to the City for review by January 9, 2024 and to the Commonwealth by January 15, 2024.

2.3. Contractor will professionally and satisfactorily complete all services in strict accordance with the RFP, Proposal, and Contractor's Cost of Services Proposal in a timely manner understanding the importance of the Court Order milestone dates.

3. Total Price; Payment to the Contractor.

3.1. For timely completion of its services in strict accordance with this Agreement, the Contractor shall be paid by the City the Total Price of \$1,456,000 inclusive of all travel and expenses, the Contractor shall invoice the City in accordance with this Agreement.

3.2. The Contractor will invoice the City monthly based on work completed to date in strict accordance with this Agreement per the Contractor's Cost of Services Proposal.

3.3. The City will pay the Contractor, after it has received a satisfactory invoice; payment is due thirty (30) days from the date of the City's receipt of the Contractor's invoice and after which for any late payment interest shall accrue at the rate of 5% per annum.

4. General Indemnity and Hold Harmless. The Contractor shall indemnify, and hold harmless the City, its members of Council, officers, directors, agents and employees, against any and all claims, liabilities, losses, damages, costs 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 damage to property by reason of negligent services performed hereunder or negligent or intentional acts or omissions arising out of, or resulting from the Contractor, its officers, representatives, employees, agents or subcontractors as permissible by law. The

provisions of this section, of this Agreement shall survive completion by the Contractor and expiration or termination of this Agreement.

5. Drug-Free Workplace/Discrimination Statement.

5.1. During the performance of this Agreement, the Contractor shall provide a drug-free workplace for the Contractor's employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations and such prohibition; state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that such provisions will be binding upon each subcontractor or vendor.

5.2. During the performance of this Agreement, the Contractor agrees as follows:

5.2.1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age, disability or veteran status and as otherwise required by applicable law, except where the law authorizes such as a basis for a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

5.2.2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

5.2.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

5.2.4. The Contractor will include the foregoing provisions of 6.2.1, 6.2.2 and 6.2.3 in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

6. Immigration Reform. During the performance of this Agreement, the Contractor will not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

7. Outside Services. The City reserves the right to use other contractors for services if it is in the best interest of the City as determined in its sole discretion. These services will be acquired through the standard Invitation to Bid format, Request for Proposals format, or as otherwise permitted by law. The Contractor will be permitted to submit its own bid for such services.

8. **Forum Selection.** Any action, proceeding, or claim in any way related to this Agreement of the relationship between the parties shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.
9. **Waiver of Trial by Jury; Mediation; Claim Process.** The City and Contractor each hereby waive all right to trial by jury in any matter arising out of or in any way connected with this Agreement or their relationship, whether contractual or extra-contractual. They agree that prior to the assertion of any claim against the other, they will endeavor to resolve the claim through discussion, including the optional use of non-binding mediation. Absent agreed resolution, the process to assert a claim against the City is to present it in writing to the Director of Public Works; and absent the Contractor's acceptance of the decision of the Director of Public Works, then appeal in turn to the City Manager or designee and ultimately to Council, with each such appeal to be submitted by the Contractor in writing within 10 calendar days of the prior decision, identifying in writing on what specific basis, with citation to controlling and supporting documentation and legal authority, the appeal is sought and challenge made to the prior decision and the resolution or remedy which would be acceptable. With any claim that reaches City Council, the City Council shall decide the claim within 60 days of when it was submitted to the City Manager or designee.
10. **Contract Extensions.** This is a term contract with no extensions.
11. **Controlling Law.** This Agreement, and all obligations and rights of the City and the Contractor, shall be governed by the laws of the Commonwealth of Virginia.
12. **Ownership Of Intellectual Property.** All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Agreement shall become the sole property of the City. On request, the Contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the City to evidence the City's sole ownership of specifically identified intellectual property created or developed in the performance of the Agreement. The provisions of this section, of this Agreement shall survive completion by the Contractor and expiration or termination of this Agreement.
13. **Entire Agreement; Amendments.** The City and the Contractor acknowledge that no representation, promise, inducement or agreement not herein expressed has been made in connection with this Agreement. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. They acknowledge that this Agreement and any documents which are to be executed in connection herewith pursuant to the terms of the Agreement contain the entire agreement between them regarding the subject matter 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 the Contractor.
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 the Contractor. This Agreement

may not be assigned, nor may performance of any duty hereunder be delegated by either the City or the Contractor without the prior written consent of the other.

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

16. 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 email 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
116 W. Beverley St. 24401
P. O. Box 58
Staunton, VA 24402-0058
beauregardlm@ci.staunton.va.us

With a copy to:

Chad Horvat
Finance Business Manager
116 W. Beverley St. 24401
P. O. Box 58
Staunton, VA 24402-0058
horvatcm@ci.staunton.va.us

To Contractor:

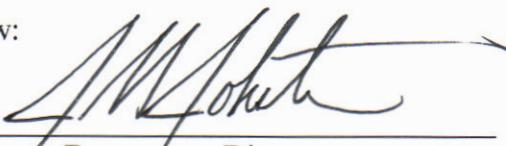
Anthony J. Bell III, AIA
Moseley Architects
3200 Norfolk Street
Richmond, VA 23230
tbell@moseleyarchitects.com

17. Liability and Immunity. Nothing in this Agreement shall be construed or interpreted to be a waiver of any sovereign or other immunity of the City, its Council members, officials, employees, agents or of the Contractor.

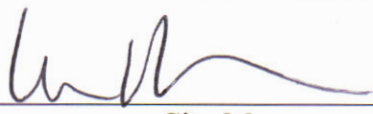
18. Appropriations. The obligations of the City are subject to and contingent upon sufficient annual appropriation of funds by City Council for the purpose of this Agreement.

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

Review:



Department Director



City Manager

Jessie S. Moyers
Finance Director

John C. Blair, II
City Attorney

Moseley Architects

BY:

Anthony Bell III
Signature

Vice President

Title

Moseley Architects, 3200 Norfolk Street

Address

Richmond, Virginia, 23230

City

State

Zip

Exhibit A

2 CFR Part 200 Contract Requirements for Federal Compliance

- A. Contracts for more than the simplified acquisition threshold currently set at \$250,000.00, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, **must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
1. The City may, by written notice to the Consultant effective, upon written notice to and receipt by the Consultant, terminate this Agreement in whole or in part at any time (1) for the City's convenience, (2) upon the failure of Consultant to comply with any of the terms or conditions of this Agreement, or (3) upon the Consultant becoming insolvent or bankrupt.
 2. In the event the City terminates this Agreement, in whole or in part, the City may procure upon such terms and in such manner as deemed appropriate, services similar to those so terminated, and the Consultant shall continue the performance of this Agreement to the extent not terminated hereby.
- C. **Equal Employment Opportunity.** (Applicable to all construction contracts over \$10,000)
- During the performance of this Contract, the Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Body setting forth the provisions of this nondiscrimination clause.
 2. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

consideration for employment without regard to race, religion, color, sex, or national origin.

3. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contract or subcontracts for standard commercial supplies or raw materials.

- D. **Title VI of the Civil Rights Act of 1964.** No person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal funds.
- E. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- F. **Davis-Bacon Act, as amended (40 U.S.C. 3141- 3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Attach HUD form 4010 Federal Labor Standards Provisions
- G. **Contract Work Hours and Safety Standards Act.** applicable to contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- H. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small

Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

I. Clean Air Act (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended -

1. Compliance with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) is required for all contracts, subcontracts and subgrants of amounts in excess of \$150,000. For all such Contracts, all Contractors and subcontractors agree to the following requirements:
2. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
3. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
4. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
5. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.
6. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

J. Debarment and Suspension (Executive Orders 12549 and 12689)

1. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Use www.SAM.gov

- K. Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Attachment 10B – Certification
- L. Compliance with Federal Law, Regulations, and Executive Orders**
- Upon execution of the contract, the contractor acknowledges that federal financial assistance may be used to fund the contract only. The contractor shall comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.
- M. Access to Records and Reports.**
1. Access to Records: The following access to records requirements apply to this Contract:
 2. The contractor agrees to provide City of Staunton, VA and any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
 3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 4. The Contractor agrees to provide City of Staunton, VA and any of their authorized representatives access to construction or other work sites pertaining to the work under the contract.
- N. Adjustments for Change in Scope.** City of Staunton, VA may order additions, deletions and other revisions in the Work within the general scope of the project. If the Contractor believes that any change is not within the scope of the project or warrants additional compensation or additional time, the Contractor must notify City of Staunton, VA as soon as City of Staunton, VA requests the change; and the Contractor must then provide written notice of its position to the Project Officer within ten calendar days. The Contractor's notice must detail and document the basis for the claimed amount of additional compensation or time. The Contractor will not receive any additional compensation or time pursuant to this paragraph unless the parties execute a written Contract amendment and City of Staunton, VA issues a purchase order consistent with the amendment.
- O. Procurement of recovered materials.** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR

part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**P. Section 3 of the Housing and Urban Development Act of 1968
(12 U.S.C. 1801 u).**

This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. The Section 3 clause provides:

Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
3. The Contractor agrees send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the sections 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the

subcontractor has been found in violation of the regulations in 24 CFR Part 135.

5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Q. Program Fraud and False or Fraudulent Statements or Related Acts. Upon execution of the contract, the contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Reference: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

AMENDMENT

THIS AMENDMENT (Amendment), dated January 26, 2024, for identification, is made by and between the CITY OF STAUNTON, VIRGINIA (City), a municipal corporation of the Commonwealth of Virginia, and MOSELEY ARCHITECTS (Contractor), a Virginia corporation authorized to do business and validly existing under the laws of the Commonwealth of Virginia (SCC #01356971).

1. Recitals.

- 1.1 The City is required to relocate and build a new Juvenile & Domestic Relations District Court Facility.
- 1.1. The City entered into a July 27, 2023 agreement (Agreement) with the Contractor to provide architectural, engineering, and related services for the design and construction administration of the City of Staunton Juvenile & Domestic Relations District Court Facility.
- 1.2 The City desires to amend the Agreement to modify the scope of services for the Contractor to provide additional services to assist the City in the design and construction administration of the City of Staunton Juvenile & Domestic Relations District Court Facility
- 1.3 These recitals are an integral part of this Agreement.

2. Other Services of the Contractor.

- 2.1 The Contractor will complete the design and construction administration for the City of Staunton Juvenile & Domestic Relations District Court Facility with an increased footprint from the original agreement.
- 2.2 The Contractor will increase its scope of services to include additional required utility site work for the entire property.
- 2.3 The Contractor will add to its scope of services audio-visual design services.
- 2.4 The Contractor will professionally and satisfactorily complete all work in strict accordance with this Amendment and law, with time being of the essence.

3. Total Price: Payment to the Contractor.

- 3.1 For timely completion of its services in strict accordance with this Amendment, the Contractor shall be paid according to the annexed and incorporated Cost of Additional Services (Exhibit A), with total fees and expenses not to exceed \$499,786.00.
- 3.2 The Contractor will invoice the City monthly based on work completed to date in strict accordance with this Amendment and applicable law.
- 3.3 The City shall pay the Contractor after it has received detailed invoices for work satisfactorily and timely completed; payment is due thirty (30) days from the date of the City's receipt of the Contractor's invoice.

All other terms and conditions of the Agreement remain unchanged.

Attachment 2

BY: _____
Leslie Beauregard
City Manager

Review:

Department Director

Finance Director

City Attorney

MOSELEY ARCHITECTS

BY: _____
Name Title
3200 Norfolk Street
Richmond, VA 23230

Code of Virginia
 Title 2.2. Administration of Government
 Subtitle II. Administration of State Government
 Part B. Transaction of Public Business
 Chapter 43. Virginia Public Procurement Act
 Article 2. Contract Formation and Administration

§ 2.2-4309. Modification of the contract

A. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the Governor or his designee, in the case of state agencies, or the governing body, in the case of political subdivisions. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.

B. Any public body may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.

C. Nothing in this section shall prevent any public body from placing greater restrictions on contract modifications.

D. The provisions of this section shall not limit the amount a party to a public contract may claim or recover against a public body pursuant to § 2.2-4363 or any other applicable statute or regulation. Modifications made by a political subdivision that fail to comply with this section are voidable at the discretion of the governing body, and the unauthorized approval of a modification cannot be the basis of a contractual claim as set forth in § 2.2-4363.

1982, c. 647, §§ 11-45, 11-55; 1984, c. 764; 1985, c. 286; 1987, cc. 194, 248; 1989, c. 235; 1990, c. 395; 1991, c. 175; 1993, cc. 110, 505, 638, 971; 1996, cc. 145, 897, 902, 950, 1038; 1998, cc. 222, 619, 666, 697, 791; 1999, cc. 160, 194, 1021, 1024; 2000, cc. 242, 637, 664, 696, 927; 2001, c. 844; 2015, c. 569.

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