

**Work Session Agenda
Staunton City Council
Rita S. Wilson Council Chambers
May 9, 2024
5:30 p.m.**

- | | | |
|------------------|-----------|--|
| 5:30 p.m. | 1. | Consideration of Work Session and Regular Meeting Agendas |
| 5:35 p.m. | 2. | Introduction of Staunton Redevelopment and Housing Authority's Executive Director, Nehemias Velez |
| 5:55 p.m. | 3. | Discussion about Nominations Committee Process |
| 6:10 p.m. | 4. | Closed Meeting for the Discussion or Consideration of the Disposition of Publicly Held Real Property within Staunton Crossing (Includes Break Until Regular Meeting at 7:00 p.m.) |

**Regular Meeting Agenda
Staunton City Council
Rita S. Wilson Council Chambers
May 9, 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 April 25, 2024

A.2. Consideration of Resolution Approving City Council Summer Meeting Schedule for 2024

A.3 Council Procedure Memorandum 21: City Residency for City Boards and Commissions

A.4 Consideration of Proclamation to be Presented in Council Chambers at the May 23, 2024 Meeting— LGBTQ+ Pride Month and the Shenandoah LGBTQ Center

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

B. Public Hearing and Consideration of an Ordinance Authorizing the Lease Agreement between City of Staunton and Staunton Baseball, Inc. for the Limited Use of Baseball Field and Operation of Concession Rights

- C. Public Hearing and Consideration of an Ordinance Authorizing a Lease Agreement between City of Staunton and Happy Birthday America, Inc.**
- D. Public Hearing and Consideration of a Request by Christi Crittenden for a Special Use Permit at 208 North Market Street for an Accessory Dwelling Unit**
- E. Public Hearing and Consideration of a Request by the City of Staunton to Rezone Properties on National Avenue, Patton Street, Jones Street, and Anthony Street from R-2, Low Density Residential, I-1, Light Industrial, and I-2, Heavy Industrial, to TRD-1, Traditional Residential Development District**
- F. Public Hearing and Consideration of a Request by the City of Staunton to Amend Title 18, Zoning, of the Staunton City Code, to Change the Minimum Required Setback for Freestanding Signs in all Professional, Business, and Industrial Districts to Five Feet from any Property Line**

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:	May 9, 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:	May 9, 2024	Staff Member: Rebecca Joyce
Item #	2	
Department:	Community Development	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Area: Economic Development Values: Excellence	
Subject:	Introduction of Staunton Redevelopment and Housing Authority’s Executive Director, Nehemias Velez	

Background: Nehemias Velez joined the Staunton Redevelopment and Housing Authority (SRHA) in May 2023, as Executive Director. He will attend the City Council Work Session to introduce himself and provide an update on the organization's current activities.

The SRHA provides safe and affordable housing to members of the community to enhance quality of life, promote economic opportunity, and offer a suitable living environment free from discrimination, treating all they serve with dignity and respect. The SRHA is a political subdivision of the Commonwealth of Virginia under Title 36 of the Code of Virginia. The SRHA has been continually in operation since March 9th, 1961.

As its name implies, the Staunton Redevelopment and Housing Authority does community development and redevelopment, as well as administering two separate U.S. Department of Housing and Urban Development (HUD) programs, the Multi-family Housing Program and the Housing Choice Voucher Program. City staff have been working closely with Mr. Velez and the SRHA to develop more affordable and workforce housing opportunities over the past year.

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	May 9, 2024	City Council
Item #	3	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Responsive, Efficient Government	
Subject:	Discussion about Nominations Committee Process	

Background: At the request of Councilmember Arrowood, this item has been added to the work session agenda.

City Manager's Recommendation: Not Applicable.

Suggested Motion: Not Applicable

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	May 9, 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 the Discussion or Consideration of the Disposition of Publicly Held Real Property within Staunton Crossing	

Suggested Motion: I move to enter a closed meeting for: (i) discussion or consideration of the disposition of publicly held real property located at Staunton Crossing where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A)(3).

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:	May 9, 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:	May 9, 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 April 25, 2024

Suggested Motions: I move to approve the work session and regular meeting minutes of April 25, 2024 [as presented] [with the following changes: _____.]

City Manager: Leslie Beauregard



City Council
WORK SESSION
April 25, 2024
6:00 p.m.

Council Members present: Mayor Claffey, Vice Mayor Darby, and Councilors Arrowood, Campbell, Edwards, Robertson, and Woods.

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

1. Consideration of Work Session and Regular Meeting Agendas

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

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

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

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

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

Acting City Manager John Blair stated that for the past several years, City Council has cancelled one or more meetings during the summer months in reflection of less business to be attended to and to permit staff to schedule vacations and other activities. These have historically been the first meeting in July and/or the first meeting in August. Should an item of business become critical during this time period, the City Manager would alert Council and if necessary, a special meeting can be called.

A discussion took place, and councilmembers agreed that the preferred dates to cancel would be determined by an informal poll, as in years past.

Assistant City Manager Amanda Kaufman was instructed to conduct the poll via email the following week.

50 **3. Update on Sister Cities Partnership**

51
52 Virginia State Representative with Sister Cities International Fred Blanton and Clerk of Council
53 Kiley Kesecker provided an update and outlined the options for potentially revitalizing and
54 sustaining some on Staunton's past Sister City partnerships. Mr. Blanton noted that Staunton is
55 officially a member of Sister Cities International and shared some information on current sister
56 cities and their connections, including the potential for establishing new sister city connections in
57 Nigeria, Ireland, and Germany.

58
59 Mayor Claffey asked if Councilmembers had any questions.

60
61 Ms. Edwards stated that the program should focus on deeper connections rather than wider ones.

62
63 Council Member Claffey suggested updating the signage in the city to reflect the city's SCI
64 membership status.

65
66 Councilmembers expressed general support and interest in exploring new connections and
67 reestablishing past sister city relationships.

68
69 **4. Discussion of Nominations Committee Process**

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71 Mr. Arrowood discussed formalizing the timeline and agenda procedures for the Nominations
72 Committee to provide Councilmembers more time for review of materials and potential
73 appointments.

74
75 Discussion ensued about interviews, the application process, meeting schedule, and appointing an
76 alternate Nominations Committee member to fill in if another member is unable to attend a
77 meeting.

78
79 Councilmembers agreed to continue discussing the matter at a later meeting.

80
81 **5. Discussion of City Residency for City Boards and Commissions**

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83 Mr. Blair stated that at the April 11, 2024 work session, during the discussion on the city's
84 Diversity, Equity, and Inclusion Commission, City Council inquired about a city residency
85 requirement for boards and commissions. State law in Virginia does take precedence over local
86 law. Four city boards and commissions already have a residency requirement: Planning
87 Commission, Board of Zoning Appeals, Board of Equalization, and Electoral Board. Every one of
88 those members has to be a resident of the City of Staunton. For the Agricultural-Forestry Advisory
89 Committee, the State Code does not say members have to be residents, only that four of them have
90 to be landowners. There is no residency requirement in the State Code for the Economic
91 Development Authority, only that members have to be a resident of the locality or an adjoining
92 locality. If Council desires to have a residency requirement, there are several considerations,
93 including working in the city, owning a business, full or part-time work, and the status of the
94 appointee at the time of appointment.

95
96 A brief discussion took place, and Councilmembers were in agreement that city board and
97 commission members should be either Staunton residents or the owner of a business in Staunton
98 at the time they are appointed.

99 Mr. Blair stated he would prepare a policy in accordance with Council’s wishes for consideration
100 at the next meeting.

101
102 The work session adjourned at 6:51 p.m.

103
104
105
106
107

Kiley A. Kesecker
Clerk of Council

DRAFT

**REGULAR MEETING OF STAUNTON CITY COUNCIL****Thursday, April 25, 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
Michele D. Edwards
Mark A. Robertson
Alice L. Woods

ABSENT: Leslie Beauregard, City Manager

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

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

The Pledge of Allegiance was recited in unison.

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

PROCLAMATIONS**Arbor Day 2024**

Received by City Horticulturalist Matthew Sensabaugh.

Letter Carriers' Stamp Out Hunger Food Drive

Received by National Association of Letter Carriers Branch 513 President Stoney Caricofe and Food Drive Co-Coordinator Megan Vernon

Blue Ridge Area Food Bank Volunteer Emily Brown, BRAFB Senior and Child Nutrition Programs Coordinator Allie Henning.

MAYOR'S REPORT

Mayor Claffey introduced and welcomed the new Director of Tourism Samantha Johnson. He also provided a brief update from the Economic Development Authority meeting and added that he recently spoke about local government to Staunton High School students during their recent visit to City Hall.

ADDITIONAL ITEMS BY MEMBERS OF COUNCIL

Mr. Arrowood stated that he had a chance to meet the new director of the American Shakespeare Center and attended a Shelburne Middle School band concert.

Ms. Edwards shared some facts and figures about the Staunton Library and congratulated Staunton High School's graduating seniors.

Ms. Woods announced that her cousin, Kevin Madden, accepted a position as head basketball coach at Staunton High.

Vice Mayor Darby briefly shared information about the upcoming fishing derby at Lake Tams.

Mr. Campbell stated that he and several Councilmembers attended the Augusta Health Government Social event and added that construction of the new J&DR court facility is officially underway after the recent groundbreaking ceremony.

Mr. Robertson stated that federal funding for the Valley Children's Advocacy Center is being cut by 65% this year, and 100% next year, and urged those who are able to donate.

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**Budget Work Session of April 4, 2024****Work Session and Regular Meeting of April 11, 2024****A.2. Consideration of Resolution to Establish the Diversity, Equity, and Inclusion Commission****A.3. Consideration of Resolution to Appoint Linda Nesselrodt as Zoning Administrator**

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. Edwards moved to approve the Consent Agenda as presented.

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

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

**RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON, VIRGINIA,
TO ESTABLISH A DIVERSITY, EQUITY, AND INCLUSION COMMISSION**

Recitals

A. The provisions of Virginia Code Section 15.2-1411 and Staunton City Charter, Chapter II, Section 11, Paragraph Twenty-First, authorize the Staunton City Council ("Council") to establish advisory boards and commissions.

B. The Council unanimously adopted a motion at its August 12, 2021 meeting to establish the City of Staunton Equity and Diversity Commission ("Commission").

C. The Equity and Diversity Commission, now known as the Diversity, Equity and Inclusion (DEI) Commission, presented their complete report and recommendations to City Council in December 2023.

D. City Council held a public hearing on the Commission's recommendations in February 2024 and authorized staff to proceed with implementation of the recommendations, including establishment of a permanent DEI Commission, all subject to the City's budget process.

E. City Council now desires to memorialize the establishment of the Commission, as a public body, and outlines the parameters for its membership, function, and expected work that will benefit Council and the City of Staunton as the City seeks to understand and implement policies, programs, and procedures to address social and racial equity within the City.

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

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

1. The Commission is established and will be composed of 9-11 members, one of whom will be elected by the constituent members as the Chair and another of whom as the Vice Chair to help lead the Commission. The Commission will be a public body subject to the applicable requirements of the Virginia Freedom of Information Act and members of the Commission should be aware of those requirements.

2. Members of the Commission shall serve terms of three years commencing upon the date of their appointment by City Council. For the purposes of establishing staggered terms, initial appointments of two-thirds of commission members may be for terms of one (1) year or two (2) years if City Council so determines.

a. The application process shall be designed to ensure that commission membership composition supports diversity and inclusivity.

3. The Commission shall have the following duties:

- a. Partner with the City's efforts to move the Commission Report recommendations and strategies forward.
- b. Provide expertise and guidance to the City Council and city leaders on the ways in which the City engages with the community.
- c. Create a sense of DEI permanence by partnering with the City to better incorporate DEI within City events, language, and interactions.
- d. Advise City Council and city leadership about points of impact affecting current and future Commission recommendations and suggest accountability measures to achieve those recommendations.
- e. For those recommendations that are outside the role of city government provided services, advise City Council and city leadership about the best path for acting on the recommendations, including ways to coordinate with small businesses, corporations, nonprofit leaders, and citizens.
- f. Communicate concerns of community members related to Diversity, Equity, and Inclusion to the City Council and city leadership.
- g. Conduct periodic reviews of relevant DEI strategies and recommendations based on current research and potential changes in the Staunton community.
- h. Provide (at a minimum) an annual written report to City Council.
- i. To perform such additional functions or duties as may be so identified as to specific matters by the City Council or City Manager or designee.

4. The City Manager shall be responsible for the assignment of staff support to the commission in the exercise of its functions, powers, and duties.

5. All meetings of the Commission shall be open to the public and otherwise held in accordance with the Virginia Freedom of Information Act.

6. Nothing in this resolution shall modify or curtail the functions, duties, or authority of other public bodies.

Adopted this 25th day of April, 2024.

Signed: STEPHEN W. CLAFFEY, MAYOR

Attest: KILEY A. KESECKER

Clerk of Council

**RESOLUTION
OF THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
TO APPOINT A ZONING ADMINISTRATOR, PURSUANT TO
VIRGINIA CODE § 15.2-2286**

Recitals

A. Pursuant to Virginia Code § 15.2-2286, a governing body may appoint or designate a zoning administrator who shall have the authority to administer and enforce the zoning ordinance;

B. Section 18.195.010 of Title 18, Zoning, of the Staunton City Code states that the provisions of the title shall be administered by the zoning administrator or designee as zoning administrator who shall be appointed by City Council;

C. The Director of Community Development wishes to vest the authorities and responsibilities of the zoning administrator with Linda Nesselrodt, of the Office of Planning & Zoning within the City's Community Development Department. Ms. Nesselrodt obtained her Virginia Certified Zoning Administrator certification in 2015;

D. It is appropriate for Staunton City Council to formally appoint Linda Nesselrodt as the City's Zoning Administrator, and for Ms. Nesselrodt to appoint a designee as acting zoning administrator as may be necessary; and

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

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

1. Linda Nesselrodt is appointed as Zoning Administrator for the City of Staunton and vested with the powers and authorities pursuant to Virginia Code § 15.2-2286 and Staunton City Code Section 18.195.010; and

2. Linda Nesselrodt is authorized to appoint a designee as acting zoning administrator as may be necessary. Any such appointment of designee shall be in writing.

Adopted this 25th day of April, 2024.

Signed: STEPHEN W. CLAFFEY, MAYOR

Attest: KILEY A. KESECKER

Clerk of Council

B. Recognition of Aiswarya Vinu, Shelburne Middle School Student, for Virginia Municipal League “If I Were Mayor Contest” Region 3 Winning Essay

Mayor Claffey stated that the annual “If I were Mayor Contest” invites seventh graders from throughout Virginia to submit essays describing what they would do if they were mayor of their hometown. The essay contest is a key component of VML’s civic education programming, which seeks to teach school children and adults how local government works, and how they can become involved in making their communities better places to live, work, and play. This year’s contest was expanded to include eighth graders and there was even more competition from a wider variety of localities.

On April 9, 2024, VML announced the statewide winner and seven regional winners. The Region 3 winner is Shelburne Middle School student Aiswarya Vinu. Ms. Vinu received a gift card and a plaque in celebration of her winning essay. City Council, along with VML Representative Janet Areson, presented these items.

C. Public Hearing and Consideration of a Request by Kolby Shover to Rezone 531 Calvert Street from B-2, General Business District to R-2, Low Density Residential District

Director of Community Development Rodney Rhodes stated that Kolby Shover is requesting a rezoning of 531 Calvert Street from B-2, General Business District, to R-2, Low Density Residential District. The property contains a 1,404 square foot detached single-family dwelling on a 0.68-acre parcel on the east side of Calvert Street. The city records do not indicate the age of the structure, but the house appears on the Sanborn Insurance Maps in 1909. The area was annexed into the city in 1905.

The structure appears to have been built as a single-family dwelling and has been zoned B-2, General Business District since the city’s comprehensive rezoning of the late 1960s. This is not an area that was identified by the Planning Commission for a comprehensive rezoning during the update to the Comprehensive Plan in 2010. As a result, this area is not scheduled for any city initiated rezonings. Mr. Shover purchased the property in 2023 and is now in the process of selling the property and the requested rezoning will help the purchasers obtain financing.

City staff conducted a review of the proposed rezoning, during which it did not identify any issues.

Calvert Street is a short street beginning at its intersection with E Gay Street and ending with its terminus in a cul-de-sac. The street was previously part of Greenville Avenue until improvements were made in the 1940s and a new Greenville Avenue was built slightly to the west of the original alignment.

The majority of properties in the area are zoned B-2, General Business District. The area contains several other non-conforming dwellings.

The “Generalized Land Use and Development Guide, Future Land Use Map” Staunton, Virginia, Comprehensive Plan 2018–2040, designates this area as Medium Density Residential. The

proposed rezoning is for R-2, Low Density Residential District. This area includes mostly detached single-family dwellings and the R-2, Low Density Residential zoning is more consistent with the actual use of the area. In 2020, the Planning Commission recommended, and City Council approved a rezoning of 550 Calvert Street to R-2, Low Density Residential District and in 2023, the same occurred for 537 Calvert Street. Staff recommends that this area be evaluated in the future for a mass rezoning to R-2, Low Density Residential District.

Mr. Rhodes concluded by stating that at its March 21, 2024 meeting, the Planning Commission conducted a public hearing, during which no one spoke in opposition to the request. The Commission unanimously voted to recommend approval of the rezoning.

Mayor Claffey asked if Councilmembers had any questions.

Councilmembers had no questions.

Mayor Claffey stated the following:

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

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

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

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

The public hearing was opened.

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

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

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

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

Ordinance No. 2024-05

**AN ORDINANCE REZONING
FROM B-2, GENERAL BUSINESS DISTRICT,
TO R-2, LOW DENSITY RESIDENTIAL DISTRICT,
ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND
LOCATED AT 531 CALVERT STREET
(PARCEL IDENTIFICATION NUMBER 8428),
STAUNTON, VIRGINIA**

Recitals

A. It appears by deed dated June 27, 2023, recorded in the Clerk's Office of the Circuit Court of the City of Staunton, Virginia, as Instrument Number 230001439, that Kolby Shover, acquired from Christine M. Vonahnen and All Wall Drywall LLC, real property that is known by present numbering as 531 Calvert Street ("the property") with further description provided in the deed, a copy of which is annexed and incorporated herein by reference (Exhibit A);

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

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that the property known as 531 Calvert Street (Parcel Identification Number 8428), in the City of Staunton, Virginia, is **HEREBY REZONED** from B-2, General Business District, to R-2, Low Density Residential District, on the basis that the rezoning would serve the interests of public necessity, convenience, general welfare, and good zoning practice.

Introduced: April 25, 2024

Adopted: April 25, 2024

Effective Date: April 25, 2024

Signed: STEPHEN W. CLAFFEY, MAYOR

Attest: KILEY A. KESECKER
Clerk of Council

D. Consideration of an Ordinance to Establish a Budget for Fiscal Year 2025, July 1, 2024—June 30, 2025, totaling \$148,627,141 and of Adoption of the FY 2025-FY2029 Capital Improvement Plan

Chief Finance Officer Jessie Moyers stated that the City Manager presented the Fiscal Year (FY) 2025 budget at the March 28, 2024 Council meeting. The proposed real estate tax rate in the budget presented to Council remained at \$.89 per \$100 of assessed value.

Since the initial budget presentation, modifications have been made to the General Fund budget in the amount of \$273,096. The current updated proposed FY 2025 General Fund budget is \$73,503,384. The modifications to the proposed budget include:

Additional Revenues of \$273,096

\$121,465 – Payment in Lieu of Taxes from Enterprise Funds
\$121,313 – Additional comp board funds from the Commonwealth of Virginia
\$30,318 – Additional library funds from the Commonwealth of Virginia

Additional Expenditures of \$273,096

\$85,000 – Increase in General Fund transfer to the Debt Service Sinking Fund
\$77,445 – Additional position in the Commissioner of the Revenue's Office
\$70,000 – Increase in economic development agreements
\$17,760 – Structural payroll adjustments relating to the Pay and Compensation Plan
\$49,678 – Upgrade part-time librarian position to a full-time position
\$ 2,257 – Increase in Animal Shelter's proposed budget
(19,360) – Library operational savings
(9,684) – Reduction in Shenandoah Valley Juvenile Detention Center proposed budget

The FY 2025 Budget Ordinance Based upon the City Manager's Proposed Budget:

- Totals \$148,627,141 (City Budget = \$100,217,902 and School Budget = \$48,409,239).
- Provides \$17,256,610 in local funding to Staunton City Schools, an increase of \$1,286,439 over FY 2024's Adopted Budget.
- Provides \$6,838,119 for all annual debt service payments for all funds.
- Provides \$861,783 as a transfer to the City Capital Improvement Fund.
- Maintains the real estate tax to \$0.89/\$100, effective January 1, 2024.
- Maintains the current personal property tax rate at \$2.90, effective January 1, 2024.

- Maintains the current machinery and tools tax rate at \$1.24.
- Adds five full-time positions for the Sheriff's office (with staggering start dates), one full-time Deputy City Engineer, one full-time Deputy II position in the Commissioner of the Revenue Office, a shared Radio Communications Manager, and one part-time position for a Registrar Office Services Assistant to the General Fund. In addition, one part-time librarian position will be increased to a full-time librarian position.
- Adds two full-time positions to the Water Treatment Plant in the Water fund.
- Provides \$1,154,956 in funding to outside agencies, an increase of \$134,519.
- Provides \$5,428,236 in funding for capital projects for all funds.
- Provides a 5% water rate increase to \$4.06 per hundred cubic feet.
- Provides a 15% sewer rate increase to \$5.60 per hundred cubic feet.
- Provides a storm water rate increase from \$3.20 to \$5.00 for tier one, other tiers to increase proportionately. In addition, the crediting system will be reduced from a maximum six tier reduction to a maximum of a two-tier reduction.
- Provides no increase in residential or commercial refuse collection fees.

Ms. Moyers concluded by stating that the scheduled FY 2025-2029 Capital Improvement Plan totals \$74,299,153 for all city and school funds.

Mayor Claffey asked if Councilmembers had any questions.

Councilmembers had no questions.

Mr. Robertson moved to adopt the proposed ordinance as presented establishing and approving a budget for the City of Staunton for fiscal year 2025, totaling \$148,627,141, and fixing other tax rates and fees as proposed, advertised, and considered for public hearing, and adopt the FY 2025-2029 Capital Improvement Plan, as presented.

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

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

Ordinance No. 2024-06

**AN ORDINANCE ESTABLISHING A BUDGET FOR THE
CITY OF STAUNTON, VIRGINIA, FOR THE FISCAL YEAR
BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025,
APPROPRIATING FUNDS FOR PUBLIC PURPOSES FOR SUCH FISCAL YEAR,
SUBJECT TO FUTURE APPROPRIATION AMENDMENT;
ESTABLISHING A TAX RATE ON TAXABLE PERSONAL PROPERTY,
REAL ESTATE AND PROPERTY OF PUBLIC SERVICE CORPORATIONS;
ESTABLISHING AND IMPOSING A SERVICE CHARGE ON
CERTAIN REAL PROPERTY EXEMPT FROM TAXATION;
AND CONTINUING IN EFFECT ALL ORDINANCES OF THE
CITY OF STAUNTON, VIRGINIA, RELATING TO TAXES, LICENSES,
FEES, SERVICE CHARGES, COSTS AND OTHER CHARGES AND
ALL ORDINANCES RELATING TO THE TIME OF
PAYMENT THEREOF AND COLLECTION THEREOF, EXCEPT AS HEREIN
SPECIFICALLY MODIFIED**

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

SECTION 1. The following budget, annexed and incorporated by reference, totaling **\$148,627,141** for the City of Staunton, Virginia for the fiscal year beginning July 1, 2024 and ending June 30, 2025 is hereby proposed, approved and adopted:

(SEE ATTACHED BUDGET, incorporated by reference)

SECTION 2. Public revenues of the City of Staunton, Virginia are hereby appropriated for public purposes for the fiscal year beginning July 1, 2024, and ending June 30, 2025, as set forth in the appropriate Section of such budget.

SECTION 3.

3.1. The tax rate for all real estate, including real estate owned by public service corporations, subject to tax for the calendar year beginning January 1, 2024, shall be and is fixed at \$0.89 per \$100.00 of assessed value of such property per year, with assessed values being established through biennial reassessments pursuant to Section 58.1-3253 of the Code of Virginia, as amended, as of January of every odd numbered year.

3.2. The tax rate for all real property and improvements located in the Downtown Service District is subject to an additional tax for the calendar year beginning January 1, 2024, which shall be and is fixed at \$0.15 (fifteen cents) per \$100.00 of assessed value of such property for calendar year 2024. Assessed values for the Downtown Service District shall be established through biennial reassessments pursuant to Section 58.1-3253 of the Code of Virginia, as amended, as of January 1 of every odd numbered year. These rates shall continue until modified by action of the Council of the City of Staunton, Virginia.

SECTION 4.

4.1. The tax rate for all personal property, including vehicles owned by public service corporations (but excluding machinery and tools, referenced and defined in Section 58.1-3507 of the Code of Virginia, as amended), subject to tax for the calendar year beginning January 1, 2024, shall be fixed at \$2.90 per \$100.00 of assessed value per year.

4.2. The tax rate for machinery and tools as defined in Section 58.1-3507 of the Code of Virginia, as amended, subject to tax for the calendar year beginning January 1, 2024 shall be and is fixed at \$1.24 per \$100.00 of assessed value per year.

SECTION 5. For the period of July 1, 2024, through June 30, 2025, certain categories of property exempted from taxation under Section 58.1-3600 et seq. of the Code of Virginia, as amended, shall be assessed and have imposed a fee or service charge based on the assessed value of the real estate and the amount which the City of Staunton expended in the year preceding for police and fire protection and, in the case of faculty and staff housing of an educational institution, the cost of public school education. The categories of property eligible for such assessment, and the method for calculating the assessment, are prescribed in Section 58.1-3400 et seq. of the Code of Virginia, as amended.

SECTION 6. The rate of service charge or fee imposed for property subject to such charge or fee under Section 5 of this ordinance shall be and is fixed and imposed at \$0.19 per annum per \$100.00 of assessed value and \$0.49 per annum per \$100.00 of assessed value for faculty and staff housing of an educational institution for the 2024 calendar year. The service charge shall be and is payable in one installment on December 15, 2024. Any service charge not paid when due shall bear interest computed at the rate of 10% per annum from the due date until paid.

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

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

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

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

SECTION 10.

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

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

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

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

This ordinance shall be effective July 1, 2024.

Signed: STEPHEN W. CLAFFEY, MAYOR

Attest: KILEY A. KESECKER
Clerk of Council

(ATTACHMENT A)

E. Consideration of an Ordinance to Increase Water User Fee Rates

Ms. Moyers stated that the FY 2025 budget proposal includes a 5% increase in water user fee rates, effective July 1, 2024, to provide sufficient revenue for operating expenses, debt service, and capital expenses for the Water Fund.

The 5% water user fee increase will increase the current rate of \$3.86 per 100 cubic feet (HCF) to \$4.06 per HCF, which will provide \$155,200 in additional revenue for FY 2025. The water user fee rate was last increased effective July 1, 2020, for fiscal year 2021.

Bi-monthly customers will be billed at the new rate beginning with utility bills issued on September 10, 2024. The proposed increase for the minimum bill for water is \$.50 per month, or \$1.00 per bi-monthly billing cycle for a total of \$20.30. The bulk water rate to miscellaneous water customers will increase from \$10.00 to \$10.50 per HCF. The minimum charge will be \$21.00 for bulk water purchases during a month of less than 1,500 gallons for the month.

Mayor Claffey asked if Councilmembers had any questions.

Councilmembers had no questions.

Mr. Campbell moved that Council adopt an ordinance amending, restarting and reordaining Section 13.20.020 Rates Generally, of the Staunton City Code to increase the water user fee 5%, from \$3.86 per 100 cubic feet to \$4.06 per 100 cubic feet, and to increase the bulk water rate to \$10.50 per 100 cubic feet, effective July 1, 2024, as presented.

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

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

Ordinance No. 2024 - 07

AN ORDINANCE AMENDING, RESTATING AND REORDAINING SECTION 13.20.020, RATES GENERALLY, OF CHAPTER 13.20, USE CHARGES, OF TITLE 13, ENVIRONMENT, OF THE STAUNTON CITY CODE

BE IT ORDAINED by the Council of the City of Staunton, Virginia, that Section 13.20.020 of the Staunton City Code is hereby amended to read as follows:

13.20.020 Rates generally.

(1) Except as hereinafter set forth, for the use of water through a connection with meter attachment, the rate and method of assessment shall be according to meter measurement, as follows:

The user fee shall be ~~\$3.86~~~~\$4.06~~ per 100 cubic feet of metered water entering the premises.

(2) There shall be paid each two months, as prescribed, by each regular user of city water a minimum charge per two months of ~~\$19.30~~~~\$20.30~~.

(3) For a fractional part of a two-month period, a bill will be rendered for the actual consumption of water, as indicated by the meter. Where deemed necessary by the chief finance officer, rates may be computed on a monthly basis equal to one-half of the above rates.

(4) The rate at which water will be sold outside the corporate limits of the city shall be one and one-half times the rate at which water is sold inside the corporate limits, with the exception of any contracts in effect specifying a different rate.

(5) The bulk water rate to miscellaneous water customers will be ~~\$10.00~~~~\$10.50~~ per 750 gallons of water purchased.

(6) There shall be paid a minimum charge of ~~\$19.30~~~~\$21.00~~ for bulk water purchases during the month of less than 1,500 gallons for the month.

In all other respects, the provisions of Chapter 13.20 of the Staunton City Code remain the same and are hereby restated, confirmed and reordained.

This ordinance shall be effective July 1, 2024.

Public Hearing Advertisement Dates: March 28, 2024 and April 4, 2024

Introduction and Public Hearing: April 11, 2024

Proposed Adoption: April 25, 2024

Effective: July 1, 2024

Signed: STEPHEN W. CLAFFEY, MAYOR

Attest: KILEY A. KESECKER
Clerk of Council

F. Consideration of an Ordinance to Increase Sewer User Fee Rates

Ms. Moyers stated that the FY 2025 budget proposal includes a 15% increase in sewer user fee rates, effective July 1, 2024, to provide sufficient revenue for operating expenses, debt service, and capital expenses for the Sewer Fund. The increase of 15% in sewer user fee rates will increase the current rate of \$4.88 per 100 cubic feet (HCF) to \$5.60 per HCF, which will provide \$555,000 in additional revenue for FY2025. The sewer user fee rate was last increased effective July 1, 2012, for fiscal year 2013.

Bi-monthly customers will be billed at the new rates beginning with utility bills issued on September 10, 2024. The proposed increase for sewer user fee rates will increase the minimum utility bill by \$1.80 per month, or \$3.60 per bi-monthly billing cycle for a total of \$28.00 for minimum sewer charges.

Mayor Claffey asked if Councilmembers had any questions.

Councilmembers had no questions.

Ms. Woods moved that Council adopt an ordinance amending, restarting and reordaining Section 13.45.030 Amount, of the Staunton City Code to increase the sewer user fee 15% to \$5.60 per 100 cubic feet, effective July 1, 2024, as presented.

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

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

Ordinance No. 2024 - 08

**AN ORDINANCE
AMENDING, RESTATING AND REORDAINING
SECTION 13.45.030, AMOUNT,
OF CHAPTER 13.45, SEWER USER FEE,
OF TITLE 13, ENVIRONMENT,
OF THE STAUNTON CITY CODE**

BE IT ORDAINED by the Council of the City of Staunton, Virginia, that Section 13.45.030 of the Staunton City Code is hereby amended to read as follows:

13.45.030 Amount.

(1) The user fee shall be ~~\$4.88~~\$5.60 per each 100 cubic feet of metered water entering the premises. The owner of any premises may, at his option and expense, install a separate meter designed to measure the wastewater actually entering the city system of sanitary sewers. Subject to the inspection and approval of the separate meter by the city, the rate of ~~\$4.88~~\$5.60 per 100 cubic feet will be applied to the metered flow of wastewater into the sewer system. There shall be paid each two months, as prescribed, by each user of the city sewer system a minimum charge per two months of ~~\$24.40~~\$28.00.

(2) Users of the city sewer system within the corporate limits of the city who do not have city water service shall be charged a flat rate of ~~\$48.80~~\$56.00 each two months, with the exception of any existing contracts in effect specifying a different rate.

(3) The rate at which wastewater disposal services will be provided outside the corporate limits of the city shall be one and one-half the regular city rate, with the exception of any existing contracts in effect specifying a different rate.

(4) No sewer user fee will be charged for metered water supplies through an outside and separate water service which has been installed at the owner's expense for the exclusive use of construction, lawn irrigation, and plant watering, and from which water cannot be reasonably expected to enter the sanitary sewer system. Refer to SCC 13.15.040(3).

(5) No sewer user fee will be charged for a portion of metered water entering the premises under the following conditions:

(a) Whenever the owner or occupant of a lot or premises is installing a new lawn or a new landscaping scheme upon the lot or premises and watering of the same is necessary for the initial gestation and growth of the same, the owner or occupant may obtain relief from the sewer user fee under the following conditions:

(i) The project must be the establishment of a new lawn of at least 1,800 square feet, the cost of which exceeds \$1,500; or

(ii) The complete renovation of a previously established lawn of at least 1,800 square feet, the cost of which exceeds \$1,500; or

(iii) A new landscaping plan or a renovation of an existing landscaping plan, the cost of which exceeds \$2,000.

(b) An owner or occupant seeking relief under this section shall make application therefor at the water billing department of the city of Staunton and present to the water billing department such evidence, including receipts for seeding, plantings, etc., as requested by the water billing department to determine whether or not the applicant qualifies for relief. Upon approval by the water billing department of the request, the water used during the time concerned, to the extent that it exceeds the average amount of water used by the premises for the immediate past 12 months (or such lesser period of time that the premises were used or occupied), shall not be used in computing the sewer user fee set forth herein. In the event there is no past history available with regard to water usage for the subject premises, the water billing department shall determine an average water bill for the subject premises based on estimations for similarly sized dwellings or buildings in making its computations hereunder.

(c) No such relief shall be issued for the watering of vegetable gardens or for any other use except as set forth herein, and the relief granted hereunder shall be granted only for a period of time not to exceed 60 days and such relief shall not be granted with respect to the same premises more than once in each calendar year.

(6) For any premises used exclusively as an industrial laundry for which it is impractical to separately measure the wastewater by meter, as determined by the city manager or designee, the user fee charge for an account shall be reduced by credit equal to 15 percent of the charge otherwise applicable. For purposes solely of this provision, an "industrial laundry" shall mean an establishment engaged on a non-retail contract basis in operating a mechanical laundry, with steam as a significant processing byproduct, for cleaning by washing with water various clothing, fabrics, and other similar items, when during a bimonthly billing period metered water on the premises for the particular account exceeds 1,000 hundred cubic feet.

(7) Upon prior written request and certification submitted by the owner to the city's finance department, for a period of 90 days after connection of service or until the issuance of a certificate of occupancy, whichever is earlier, no sewer user fee shall be charged as to any premises on which a new dwelling is being constructed on an unimproved lot.

In all other respects, the provisions of Chapter 13.45 of the Staunton City Code remain the same and are hereby restated, confirmed and reordained.

This ordinance shall be effective July 1, 2024.

Public Hearing Advertisement: March 28, 2024 and April 4, 2024

Introduction and Public Hearing: April 11, 2024

Proposed Adoption: April 25, 2024

Effective: July 1, 2024

Signed: STEPHEN W. CLAFFEY, MAYOR

Attest: KILEY A. KESECKER

Clerk of Council

G. Consideration of an Ordinance to Increase Stormwater Control Program Fees and to Reduce Tier Credits to a Maximum of Two-Tier Credits Total for Both Quantity and Quality Credits

Ms. Moyers stated that the FY 2025 budget proposal includes an increase in the minimum monthly stormwater control program fee based on an equivalent residential unit (ERU) from \$3.20 to \$5.00 per ERU. All other tier levels will increase proportionately, effective July 1, 2024, to provide sufficient revenue for operating and capital expenses for the Stormwater Fund. The stormwater control program fee was last increased effective April 1, 2010. Bi-monthly customers will be billed at the new rates beginning with utility bills issued on September 10, 2024. The proposed increase for the minimum bill for a tier one customer is \$1.80 per month, or \$3.60 per bi-monthly billing cycle.

The proposed budget also includes a proposed change to the annual tier reduction credits. The proposed storm drainage and stormwater quantity control credit is being reduced from three tiers to one tier. In addition, the proposed storm drainage and stormwater quality control credit is being reduced from three tiers to one tier. The combined maximum tier reduction is being reduced from six to a possible total of two-tier reduction. The proposed rate change and the proposed changes to the crediting system will result in \$576,000 in additional annual operating revenue for the Stormwater Fund beginning in FY 2025. This additional revenue will fully fund operating expenses and allow for additional funds to be put aside for future capital projects related to reducing Staunton's Total Maximum Daily Load.

Councilmembers had no questions.

Mr. Arrowood moved that Council adopt an ordinance amending, restarting and reordaining Section 13.05.055 Stormwater control program fee, of the Staunton City Code to increase the minimum monthly stormwater control program fee based on an equivalent residential unit (ERU) from \$3.20 to \$5.00 per ERU with other tiers increasing proportionately, effective July 1, 2024, and to reduce the possible maximum tier credits from six to two, as presented.

The motion was seconded by Ms. Edwards.

Mr. Robertson stated that the water, sewer, and stormwater utility fees have not changed in many years, and the increases are simply to keep those utilities maintained and staffed.

The motion carried as follows:

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

Ordinance No. 2024 - 09

**AN ORDINANCE
AMENDING, RESTATING AND REORDAINING
SECTION 13.05.055, STORMWATER PROGRAM FEE,
OF CHAPTER 13.05, IN GENERAL,
OF TITLE 13, ENVIRONMENT,
OF THE STAUNTON CITY CODE**

BE IT ORDAINED by the Council of the City of Staunton, Virginia, that Section 13.05.055 of the Staunton City Code is hereby amended to read as follows:

13.05.055 Stormwater control program fee.

(1) Each owner of property, including but not limited to condominium or unit owners' associations, homeowners' associations and townhouse associations, or condominium unit owners or leaseholders, within the corporate limits of the city shall be charged a monthly stormwater control program fee as provided in this section, and such funds derived shall be used only to pay or recover costs as authorized by law for the city's stormwater control program, including but not limited to:

- (a) The cost of administration of such programs;
- (b) Acquisition of real and personal property, and interest therein, necessary to construct, operate and maintain stormwater control facilities;
- (c) Engineering and design;
- (d) Debt retirement;
- (e) Construction costs for new facilities and enlargement or improvement of existing facilities;
- (f) Facility maintenance, enlargement or improvement of existing facilities;
- (g) Monitoring of stormwater control devices;
- (h) Pollution control and abatement, consistent with state and federal regulations for water pollution control and abatement; and
- (i) Planning, design, land acquisition, construction, operation and maintenance activities.

(2) Each owner of property, except as provided otherwise, within the corporate limits of the city shall be charged a monthly stormwater control program fee based on an equivalent residential unit (ERU) equal to ~~\$3.20~~\$5.00 per ERU and square footage (sq. ft.) of impervious area deemed attributable to the property as follows for each applicable tier:

Tier	Impervious Area (sq. ft.)		Charge
1	<	3,400	~~\$3.20~~ \$5.00
2	3,401	6,800	~~\$6.28~~ \$9.80
3	6,801	10,000	~~\$10.34~~ \$16.16
4	10,001	20,000	~~\$18.46~~ \$28.84
5	20,001	30,000	~~\$30.77~~ \$48.08
6	30,001	40,000	~~\$43.08~~ \$67.30
7	40,001	50,000	~~\$55.38~~ \$86.52
8	50,001	60,000	~~\$67.69~~ \$105.76
9	60,001	70,000	~~\$80.00~~ \$125.00
10	70,001	80,000	~~\$92.31~~ \$144.22
11	80,001	90,000	~~\$104.62~~ \$163.46
12	90,001	100,000	~~\$116.92~~ \$182.68
13	100,001	200,000	~~\$184.62~~ \$288.46
14	200,001	300,000	~~\$307.69~~ \$480.76
15	300,001	400,000	~~\$430.77~~ \$673.08
16	400,001	500,000	~~\$553.85~~ \$865.38
17	500,001	1,000,000	~~\$923.08~~ \$1,442.30
18	>	1,000,000	~~\$1,230.77~~ \$1,923.08

(3) To encourage the proper maintenance of private storm drainage and stormwater control facilities that would reduce the polluting and other adverse effects of stormwater, the stormwater control program fee tier credit specified in subsection (3)(f) of this section shall apply to qualifying property as follows:

(a) The owner shall apply for and demonstrate to the satisfaction of the city engineer or designee that a credit is warranted.

(b) The total fee, after credits, shall not be less than the applicable fee for Tier 1.

(c) The storm drainage and stormwater control facilities must be privately constructed, owned, operated, and maintained.

(d) The storm drainage and stormwater control facilities shall be continuously operated in strict accordance with a documented private inspection and maintenance program approved by the city engineer or designee.

(e) The storm drainage and stormwater control facilities shall have been designed to meet or exceed the minimum written criteria established by the city engineer or designee, including a requirement to treat all stormwater from all impervious surfaces on the parcel.

913 (f) The following tier credit reduction, not to exceed six tier credits as a reduction to the stormwater
 914 utility fee otherwise applicable, shall apply annually upon approval by the city engineer or
 915 designee:

Facility	Annual Tier Reduction Credit
Storm drainage and stormwater quantity controls (detention with controlled outfall)	~~Three~~ One tiers
Storm drainage and stormwater quality controls (low impact development and bioretention)	~~Three~~ One tiers

916 (g) Such credit is subject to annual review by the city engineer or designee to ensure that the facility
 917 is in continuous operation, and that it is being properly operated and maintained consistent with
 918 the intent of the stormwater control program.

919
 920 (4) Should any owner of property dispute the impervious area deemed attributable to a parcel, such
 921 owner may appeal by filing a written appeal in the office of the city engineer no later than 10
 922 calendar days after the date of the first billing of the stormwater control program fee. If the city
 923 engineer or designee denies the appeal, at the owner's sole expense, the owner may retain a
 924 Virginia-licensed land surveyor or professional engineer to perform and render an on-site, certified
 925 field measurement of the impervious area, and such certified descriptive and platted measurement
 926 filed with the office of the city engineer shall constitute the deemed impervious area for purposes
 927 of the stormwater control program fee and shall remain in effect until other physical changes occur
 928 as to any impervious area on the property.

929
 930 (5) Exceptions – Waivers – Contiguous Lots.

931
 932 (a) Exceptions. Solely for the purpose of this section, "property" shall include only property which
 933 has been altered from its natural state by the addition of impervious area in a manner reducing the
 934 rate of infiltration of stormwater into the earth.

935
 936 (b) Waivers. The stormwater control program fee shall be waived for the following:

937
 938 (i) Federal, state, or local government agencies when the agency owns and provides for
 939 maintenance of storm drainage and stormwater control facilities or is a unit of the locality
 940 administering the program;

941
 942 (ii) Roads and public street rights-of-way that are owned and maintained by state or local agencies;
 943 and

944
 945 (iii) Cemeteries, which shall solely include any land or structure used or intended to be used for
 946 the interment of human remains.

947
 948 (c) Contiguous Lots. As to any two contiguous lots over which a single-family residential structure
 949 is erected as of June 1, 2010, such lots shall be deemed one property and only one stormwater
 950 control program fee shall be charged and collected.

(6) To the fullest extent permitted by law, the stormwater control program fee shall be charged to owners of property including those as defined and as referenced in subsection (1) of this section and collected as part of the bimonthly city user fees billing for water, sewer, and refuse, or charged and collected not less than every six months, with interest to accrue for any amounts remaining unpaid for 30 days after the date of the bill, or the final date on which it becomes payable, to equal to an annual rate of 10 percent, or such other maximum rate allowed by law, of the outstanding amounts, including accrued interest, or \$1.50, whichever is greater, and with discontinuance and/or denial of city water and/or sewer service at any location of property of the owner after such charges and accrued interest have been delinquent after two months, with the charges and interest to constitute a lien against the property, ranking on a parity with liens for unpaid taxes.

In all other respects, the provisions of Chapter 13.05 of the Staunton City Code remain the same and are hereby restated, confirmed and reordained.

This ordinance shall be effective July 1, 2024.

Public Hearing Advertisement: March 28, 2024 and April 4, 2024

Introduction and Public Hearing: April 11, 2024

Proposed Adoption: April 25, 2024

Effective: July 1, 2024

Signed: STEPHEN W. CLAFFEY, MAYOR

Attest: KILEY A. KESECKER
Clerk of Council

MATTERS FROM THE ACTING CITY MANAGER

Mr. Blair stated that based on the adoption of the FY 2025 budget, staff will be in contact with the Children's Advocacy Center in the coming weeks.

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 is 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."

Kenneth Case, 904 Blue Ridge Drive, spoke on the health risks associated with drinking fluoridated water over long periods of time.

Randolph Bertin, 211 Hendren Avenue, thanked City Council for including the Talking Book Center in the FY 2025 budget and shared comments from Talking Book Center users about its importance in their lives.

There was no one else present wishing to speak.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 8:05 p.m.

Kiley A. Kesecker
Clerk of Council

(ATTACHMENT A)

CITY OF STAUNTON, VIRGINIA FY 2025 ADOPTED BUDGET

Ordinance No. 2024-

GENERAL FUND

ANTICIPATED REVENUE

	BUDGET
General Property Taxes	\$ 34,407,774
Other Local Taxes	\$ 20,219,522
Commonwealth of Virginia	\$ 13,407,833
Current Service Charges	\$ 1,753,889
Federal Revenue	\$ 1,179,557
Recovered Costs	\$ 1,404,109
Licenses and Permits	\$ 269,200
Use of Money and Property	\$ 615,000
Fines and Forfeitures	\$ 197,500
Miscellaneous	\$ 49,000
Total Revenue	\$ 73,503,384

APPROPRIATIONS

Transfer to Education Fund	\$ 17,256,610
Public Safety	\$ 16,528,351
Health and Welfare	\$ 7,470,044
Public Works	\$ 6,905,910
General Government Administration	\$ 7,941,303
Transfer to Debt Service Sinking Fund	\$ 5,676,903
Parks, Recreation, Library, and Cultural	\$ 4,525,525
Judicial Administration	\$ 3,545,290
Community Development	\$ 3,050,865
Transfer to the City CIP Fund	\$ 861,783
Nondepartmental	\$ (268,200)
Educational Agency Contributions	\$ 9,000
Total Appropriations	\$ 73,503,384

DEBT SERVICE SINKING FUND

ANTICIPATED REVENUE

Transfer from the General Fund	\$ 5,676,903
General Revenues	\$ 1,161,216
Total Revenue	\$ 6,838,119

APPROPRIATIONS

Debt	\$ 6,838,119
Total Appropriations	\$ 6,838,119

CAPITAL IMPROVEMENTS PROJECT FUND

ANTICIPATED REVENUE

Transfer from the General Fund	\$ 861,783
Total Revenue	\$ 861,783

APPROPRIATIONS

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

BLUE RIDGE COURT SERVICES FUND

ANTICIPATED REVENUE

Non Capital Grants/ Contributions	\$ 1,160,474
Miscellaneous	155,500
Charges for Services	140,000
Total Revenue	\$ 1,455,974

APPROPRIATIONS

Operations	\$ 1,455,974
Total Appropriations	\$ 1,455,974

WATER FUND**ANTICIPATED REVENUE**

Charges for Service	\$	4,736,333
General Revenues		185,000
Grant Contributions		-
Total Revenue	\$	4,921,333

APPROPRIATIONS

Operations	\$	3,451,936
Debt		943,397
Capital		526,000
Total Appropriations	\$	4,921,333

SEWER FUND**ANTICIPATED REVENUE**

Charges for Services	\$	4,409,296
General Revenues		1,277,795
Total Revenue	\$	5,687,091

APPROPRIATIONS

Operations	\$	3,179,717
Debt		868,034
Capital		1,639,340
Total Appropriations	\$	5,687,091

PARKING FUND**ANTICIPATED REVENUE**

Charges for Services	\$	274,500
General Revenues		185,989
Total Revenue	\$	460,489

APPROPRIATIONS

Operations	\$	283,598
Debt		176,891
Total Appropriations	\$	460,489

STORMWATER FUND**ANTICIPATED REVENUE**

Charges for Services	\$	1,350,500
General Revenues		30,000
Total Revenue	\$	1,380,500

APPROPRIATIONS

Operations	\$	1,030,500
Capital		350,000
Total Appropriations	\$	1,380,500

ENVIRONMENTAL FUND**ANTICIPATED REVENUE**

Charges for Services	\$	3,629,900
General Revenues		1,465,329
Non Capital Grants/ Contributions		14,000
Total Revenue	\$	5,109,229

APPROPRIATIONS

Operations	\$	3,208,116
Capital		1,901,113
Total Appropriations	\$	5,109,229

EDUCATION FUND**ANTICIPATED REVENUE**

Commonwealth of Virginia	\$	23,686,599 (1)
Transfer from the General Fund		17,256,610
Federal Government		1,862,054
Charges for Services		10,000
General Revenues		56,292
Total Revenue	\$	42,871,555

APPROPRIATIONS

Administration and Operation of Schools	\$	42,871,555
Total Appropriations	\$	42,871,555

(1) This revenue figure is estimated and will be adjusted on the first budget amendment of FY2025.

CAFETERIA FUND

ANTICIPATED REVENUE

Operating Grants	\$ 1,841,677
Charges for Service	5,350
General Revenues	<u>394,946</u>
Total Revenue	\$ 2,241,973

APPROPRIATIONS

Operations	\$ 2,241,973
Total Appropriations	\$ 2,241,973

SCHOOL TEXTBOOK FUND

ANTICIPATED REVENUE

Commonwealth of Virginia	\$ 251,534
General Revenues	<u>152,018</u>
Total Revenue	\$ 403,552

APPROPRIATIONS

Operations	\$ 403,552
Total Appropriations	\$ 403,552

SCHOOL CAPITAL IMPROVEMENTS PROJECT FUND

ANTICIPATED REVENUE

General Revenues	\$ 150,000
Total Revenue	\$ 150,000

APPROPRIATIONS

Capital Improvements	\$ 150,000
Total Appropriations	\$ 150,000

STATE OPERATED PROGRAMS

ANTICIPATED REVENUE

Operating Grants	\$ 2,742,159
Total Revenue	\$ 2,742,159

APPROPRIATIONS

Operations	\$ 2,742,159
Total Appropriations	\$ 2,742,159

Grand Total Revenues	\$ 148,627,141
Grand Total Expenditures	\$ 148,627,141
Balance	\$0

Approved this 25th day of April 2024

Effective Date: July 1, 2024

ATTEST: _____
Kiley A. Kesecker
Clerk of Council

CERTIFIED: _____
Stephen W. Claffey
Mayor of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	May 9, 2024	Leslie Beauregard City Manager John C. Blair, II City Attorney
Item #	A.2	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Area: Responsive, Efficient Government	
Subject:	Resolution Approving City Council Summer Meeting Schedule for 2024	

Background: Based on a discussion about City Council's summer meeting schedule during the work session on April 25, the City Manager, at Council's direction, polled the members of Council to determine if they were interested in cancelling one or more meetings during the months of June, July, and/or August.

The majority of Councilors desired to cancel one meeting in June as well as one meeting in July. The attached resolution cancels the first Council meetings in June and July. This is consistent with a majority of Council's wishes when asked by the City Manager.

Attachment: Proposed resolution

City Manager's Recommendation: Adopt the proposed resolution

Suggested Motion: I move that City Council adopt the proposed resolution cancelling the following City Council meetings: June 13, 2024 and July 11, 2024.

City Manager: Leslie Beauregard

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**RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON
ESTABLISHING DATES FOR
REGULAR MEETINGS OF THE
COUNCIL OF THE CITY OF STAUNTON
FOR THE PERIOD OF
MAY, 2024 THROUGH
DECEMBER, 2024**

RECITALS

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

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

C. For the months of June and July 2024, City Council has determined that it will not meet on the second Thursday, and for the months of November and December 2024, City Council has determined that it will not meet on the fourth Thursday due to the Thanksgiving and Christmas holidays, respectively, which Council recognizes as holidays observed by the City;

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

1. Regular meetings of the Council shall be held on the second and fourth Thursdays of each month for the period of May, 2024 through December, 2024, at City Hall, 116 West Beverley Street, Staunton, Virginia, at 7:00 p.m. or at such earlier or other time or place as may be designated by the published agenda for any meeting or session of Council, except Council shall only meet on the fourth Thursday of June and July, 2024, and only meet on the second Thursday of November and December, 2024

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

Adopted this 9th day of May, 2024.

Stephen W. Claffey, Mayor

ATTEST: _____
Kiley A. Kesecker, Clerk of Council

CITY COUNCIL



Staunton, VA

AGENDA BRIEFING

Meeting Date:	May 9, 2024	John C. Blair, II City Attorney
Item #	A.3	
Department:	City Attorney	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Responsible, Efficient Government	
Subject:	Council Procedure Memorandum 21: City Residency for City Boards and Commissions	

Background: At its April 25, 2024 meeting, the Council discussed the possibility of a residency requirement for members of City boards and commissions.

Mayor Claffey proposed requiring that boards and commissions members either reside in the city or that they own a business located within the city. The business ownership requirement would apply at the time the individual is appointed to the board or commission.

The Council unanimously agreed with Mayor Claffey's proposal. The attached document would make this a Council policy.

Attachment: Proposed Council Procedure Memorandum 21

City Manager's Recommendation: Adopt Council Procedure Memorandum 21

Suggested Motion: I move to adopt Council Procedure Memorandum 21 as Presented.

City Manager: Leslie Beauregard

COUNCIL PROCEDURE MEMORANDUM NO. 21

SUBJECT: Boards and Commissions Residency/Ownership Requirements

Unless otherwise provided by federal or state law, the Staunton City Council shall appoint City residents or individuals who own businesses located within the City of Staunton to boards and commissions.

The business ownership requirement shall apply at the time of an individual's appointment to the board or commission.

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	May 9, 2024	City Council
Item #	A.4	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Engagement Strategic Area: Responsive, Efficient Government	
Subject:	Consideration of Proclamation to be Presented in Council Chambers at the May 23, 2024 City Council Meeting— LGBTQ+ Pride Month and the Shenandoah LGBTQ Center	

Background: Per [City Council Procedure Memorandum No. 19](#), all proclamations presented in Council Chambers must be approved by City Council at the preceding regular meeting.

The item before City Council is the approval of a request for a proclamation to be presented in Council Chambers at the May 23, 2024 Council meeting. The proclamation is in recognition of June **LGBTQ+ Pride Month and the Shenandoah LGBTQ Center**. Should City Council approve this proclamation, it will be prepared for presentation at the beginning of the Regular Meeting on May 23.

Attachment: Not applicable

City Manager's Recommendation: Not applicable

Suggested Motion: I move to approve the requested proclamation in recognition of LGBTQ+ Pride Month for presentation at the May 23, 2024 City Council meeting.

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	May 9, 2024	John C. Blair City Attorney Chris Tuttle Parks and Recreation Director
Item #	B	
Department:	Parks and Recreation	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Engagement	
Subject:	Public Hearing and Consideration of an Ordinance Authorizing the Lease Agreement between City of Staunton and Staunton Baseball, Inc. for the Limited Use of Baseball Field, and Operation of Concession Rights	

Background: The City intends to enter into a lease agreement with Staunton Baseball, Inc. for the lease of John Moxie Memorial Baseball Stadium and related facilities for the purposes of the 2024 Valley League baseball season and the operation of the concession stand at the stadium. Staunton Baseball, Inc. also wants to hold promotional music events immediately preceding the homes games on May 31st, June 7th, 15th, 22nd, 28th, and July 20th. Staunton Baseball, Inc. staff have requested access to office facilities beginning May 20, 2024. No field activity will take place until after May 20, 2024. The proposed lease agreement has been reviewed by the City Attorney with staff (Attachment 1). A public hearing is required, as properly noticed in *The News Leader* (Attachment 2). Subsequent to the public hearing, Council may consider the proposed lease agreement and proposed ordinance (Attachment 3).

Attachments:

Attachment 1—Proposed Lease Agreement
Attachment 2—Public Hearing Notice
Attachment 3—Proposed Ordinance

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

Suggested Motion: I move that City Council adopt the ordinance authorizing approval of the lease agreement between the City of Staunton and Staunton Baseball, Inc. for the limited use of the baseball field and operation of concession rights beginning May 20, 2024, and further authorizing the City Manager be authorized to execute the lease agreement with such modifications and in final form as approved by the City Attorney.

City Manager: Leslie Beauregard

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

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

THIS LEASE AGREEMENT (Agreement), dated _____, 2024 for identification, is made by and between THE CITY OF STAUNTON, VIRGINIA (the City), a municipal corporation of the Commonwealth of Virginia, and STAUNTON BASEBALL, INC. (Staunton Baseball) a Virginia corporation (SCC ID: 0732260-5).

1. Recitals.

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

1.2. Staunton Baseball has requested the use of John Moxie Memorial Baseball Stadium (Stadium) for the purposes, during summer months, of playing baseball at night during the Valley League Baseball Season. Staunton Baseball also wants to hold promotional music events immediately preceding the homes games on May 31st, June 7th, 15th, 22nd, 28th, and July 20th. A copy of a sketch of the stadium area is attached as **Exhibit A.**

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

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

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

2. **Property.** The City hereby leases to Staunton Baseball and Staunton Baseball hereby leases from the City, for the term of this Agreement, the Facilities. Furthermore, the City also hereby grants unto Staunton Baseball, for the term of this Agreement, the sole and exclusive privilege to concession rights at the Stadium.

3. **Term.** The term of this Agreement shall be from May 20, 2024, to and including August 10, 2024, and rent shall be the sum of \$1.00 paid by Staunton Baseball to the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.2. Staunton Baseball will provide the City with a schedule for the season on or before June 1, 2024. After the schedule is submitted to the City, all changes of dates and times must be submitted for approval by the City at least twenty-four (24) hours prior to such changes being made.

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

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

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

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

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

baseball games or events will be scheduled by Staunton Baseball which will conflict with or distract from, in the sole discretion of the City, such events in or adjacent to such park, baseball field, or other recreational or transportation near the Stadium. No games will be scheduled during the period of June 30, 2024 through July 5, 2024, without prior permission of the City.

8. **Environmental Indemnification.**

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

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

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

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

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

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

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

10. **Insurance.**

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

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

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

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

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

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

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

To the City:

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

With a copy to:

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

Fax: 540-851-4001

To Staunton Baseball:

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

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

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

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

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

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

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

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

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

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

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

WITNESS the following signatures and seals.

The City of Staunton

Leslie M. Beauregard, City Manager

Date: _____

Staunton Baseball, Inc.

Lance Mauck, President

Date: _____



Exhibit A

1 inch = 169 feet



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

4/12/2018



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

Exhibit B

1 inch = 200 feet



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

4/12/2018

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

At the regular meeting of Staunton City Council to be held at **7:00 p.m. on May 09, 2024**, in the Rita S. Wilson Council Chambers, located on the first floor of City Hall, 116 West Beverley Street, Staunton, Virginia, Council will hold public hearings for the following:

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

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

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

Copies of the proposed agreements and ordinances are available for inspection during normal working hours at the office of the Clerk of Council and at the office of the City Manager. It also will be part of the Council's meeting agenda material posted at <https://www.ci.staunton.va.us/agendas-minutes>.

All persons wishing to be heard at the public hearings are invited to attend. The public may also participate in the public hearings by Zoom, or by phone. Specific instructions to participate by Zoom or by phone can be found at: <https://www.ci.staunton.va.us/government/city-council/access-city-council-meetings>.

Those interested in listening to the meeting may do so via live stream from the City's website or by listening to the public access television Channel (Comcast Channel 7).

Hearing impaired persons desiring to participate in the public hearings should contact the Clerk of Council by email at keseckerka@ci.staunton.va.us, to request an interpreter.

Kiley A. Kesecker
Clerk of Council

Please publish on Wednesday, May 1, 2024 as a boxed ad in the “Legal Notice” section of the paper.

DRAFT 03.28.24

Ordinance No. 2024 - _____

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

Recitals

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

B. Staunton Baseball, Inc. is a privately organized and operated organization that has requested a lease agreement for the use of John Moxie Memorial Baseball Stadium for the purposes, during summer months, of playing baseball during the Valley League Baseball Season, including the operation of a concession stand, and to hold promotional music events immediately preceding the homes games on May 31st, June 7th, 15th, 22nd, 28th, and July 20th;

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA that it authorizes the lease agreement between the City of Staunton and Staunton Baseball, Inc. for the limited use of the baseball field and operation of concession rights retroactively to and including _____, 2024; and it is

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

Introduced:

Adopted:

Effective Date:

ATTACHMENT 3

DRAFT 03.28.24

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Stephen W. Claffey, Mayor

ATTEST: _____

Kiley A. Kesecker

Clerk of Council

DRAFT

CITY COUNCIL



Staunton, VA

AGENDA BRIEFING

Meeting Date:	May 9, 2024	John C. Blair City Attorney Chris Tuttle Parks and Recreation Director
Item #	C	
Department:	Parks and Recreation	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Engagement	
Subject:	Public Hearing and Consideration of an Ordinance Authorizing a Lease Agreement between City of Staunton and Happy Birthday America, Inc.	

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

Attachments:

Attachment 1—Proposed Lease Agreement

Attachment 2—Public Hearing Notice

Attachment 3—Proposed Ordinance

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

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

City Manager: Leslie Beauregard

**LEASE AGREEMENT FOR
HAPPY BIRTHDAY AMERICA'S
2024 FOURTH OF JULY HOLIDAY ACTIVITIES**

THIS LEASE AGREEMENT (Agreement), dated _____, 2024, for identification, is made by and between the CITY OF STAUNTON, VIRGINIA (the City), a municipal corporation of the Commonwealth of Virginia, and HAPPY BIRTHDAY AMERICA, INC. (HBA), a Virginia non-profit corporation (SCC ID: 08246308) and independent contractor.

1. Recitals.

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

1.2. HBA is a privately organized and operated organization that for charitable and educational purposes desires to sponsor and conduct Fourth of July-related activities for the year 2024.

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

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

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

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

3. Term and Rent. The term of this Agreement shall be from June 30, 2024, to and including July 5, 2024, and the rent shall be the sum of \$1.00 paid by HBA to the City. Notwithstanding the foregoing, HBA shall be permitted to use Gypsy Hill Gymnasium on June 30, 2024, to prepare for and to conduct a pageant. HBA's use of

Gypsy Hill Gymnasium is a limited duration license of the property and shall expire at the conclusion of pageant activities in June 2024.

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

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

6. **Uses by HBA.** HBA will be permitted to conduct a general celebration of the birth of the United States of America upon the Property in accordance with a general schedule of events reviewed by the City for the purpose of avoiding scheduling conflicts. In this regard, HBA shall submit to the City’s Director of Recreation and Parks by July 1, 2024, a written schedule of proposed events solely for the City to plan public safety and traffic logistics. Any events or activities shall be concluded and crowds dispersed by not later than 11:30 p.m. local time on each day that HBA leases the Property.

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

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

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

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

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

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

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

13. **Environmental Indemnification.**

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

13.2. In the event the City or HBA becomes aware of the presence of any Hazardous Wastes or Toxic Substances affecting the Property in violation of any federal,

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

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

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

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

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

15. **Insurance.**

15.1. At its expense and prior to _____, 2024, HBA shall provide the City with satisfactory evidence, as determined by the City in its sole discretion, that HBA has obtained and paid for a general policy of public liability insurance (with the City as an additional named insured therein) insuring HBA and the City for injuries or damage to persons or property occurring by reason of HBA's, its agents', sublessees' or invitees' use of the Property. Such policy shall be in an amount not less than \$1,000,000.00 for any single event occurrence, or injury. The insurance policy shall also have not less than a \$2,000,000.00 aggregate policy limit and "non-owned" automobile liability coverage provisions. HBA shall require each parade participant to have a policy of automobile insurance in force at the time of parade participation that includes the following minimum limits: bodily injury/death, \$300,000, and property damage, \$100,000. The insurance required by this section shall be carried with an insurance company licensed to do business in the Commonwealth of Virginia and rated no less than A- by A.M. Best.

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

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

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

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

To the City:

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

With a copy to:

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

To HBA:

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

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

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

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

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

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

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

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

24. **Termination.** The City reserves the right to terminate this Agreement at any time on twenty-four (24) hours' written notice to HBA upon default of HBA on any

condition herein set forth, or upon violation by HBA of any ordinances of the City or any laws of the Commonwealth of Virginia or of the United States. It is expressly understood that the City shall have the right, but not the obligation, to terminate this Agreement if it reasonably believes HBA to be in violation of any ordinances or laws as aforesaid, and HBA hereby waives any claim for any damages resulting from termination of this Agreement as aforesaid even though it should subsequently be shown that HBA was not, in fact, in violation.

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

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

City of Staunton, Virginia

By: _____
Leslie M. Beauregard, City Manager

Date: _____

Happy Birthday America, Inc.

By: _____
Andrew Deitz, President

Date: _____

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

At the regular meeting of Staunton City Council to be held at **7:00 p.m. on May 09, 2024**, in the Rita S. Wilson Council Chambers, located on the first floor of City Hall, 116 West Beverley Street, Staunton, Virginia, Council will hold public hearings for the following:

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

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

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

Copies of the proposed agreements and ordinances are available for inspection during normal working hours at the office of the Clerk of Council and at the office of the City Manager. It also will be part of the Council's meeting agenda material posted at <https://www.ci.staunton.va.us/agendas-minutes>.

All persons wishing to be heard at the public hearings are invited to attend. The public may also participate in the public hearings by Zoom, or by phone. Specific instructions to participate by Zoom or by phone can be found at: <https://www.ci.staunton.va.us/government/city-council/access-city-council-meetings>.

Those interested in listening to the meeting may do so via live stream from the City's website or by listening to the public access television Channel (Comcast Channel 7).

Hearing impaired persons desiring to participate in the public hearings should contact the Clerk of Council by email at keseckerka@ci.staunton.va.us, to request an interpreter.

Kiley A. Kesecker
Clerk of Council

Please publish on Wednesday, May 1, 2024 as a boxed ad in the “Legal Notice” section of the paper.

DRAFT 03.26.24
Ordinance No. 2024 -

AN ORDINANCE
AUTHORIZING THE APPROVAL
OF A LEASE AGREEMENT
BETWEEN THE CITY OF STAUNTON AND
HAPPY BIRTHDAY AMERICA, INC. FOR
HAPPY BIRTHDAY AMERICA'S BIRTHDAY CELEBRATION
2024 FOURTH OF JULY HOLIDAY ACTIVITIES

Recitals

- A. The City of Staunton (City) owns and operates what is commonly known as Gypsy Hill Park;
- B. Happy Birthday America, Inc. (HBA) is a privately organized and operated organization that has requested a lease agreement for charitable and educational purposes to sponsor and conduct Fourth of July-related activities for the year 2024;
- C. HBA's Fourth of July activities provide the City and its residents with valuable civic, educational, and recreational opportunities;
- D. The Council of the City of Staunton has conducted a public hearing regarding the proposed lease agreement;
- E. This matter has been properly advertised, heard, and considered; and
- F. These recitals are an integral part of this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA that it authorizes the lease agreement between the City of Staunton and Happy Birthday America, Inc. to sponsor and conduct Fourth of July-related activities for the year 2024; and it is

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

Introduced:
Adopted:
Effective Date:

Stephen W. Claffey, Mayor

ATTACHMENT 3

DRAFT 03.26.24

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

DRAFT

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	May 9, 2024	Staff Members: Rodney Rhodes Tim Hartless
Item #	D	
Department:	Community Development— Planning and Zoning	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Areas: Infrastructure, Responsive, Efficient Government	
Subject:	Public Hearing and Consideration of a Request by Christi Crittenden for a Special Use Permit Under the Provisions of Staunton City Code 18.30.030(8) for an Additional Dwelling Unit at 208 North Market Street	

Background: Christi Crittenden is requesting a Special Use Permit at 208 North Market Street to have an apartment unit in the basement of the existing building. The property is located on the west side of North Market Street in the block between Academy and Prospect Streets. This area is part of the Stuart Addition Historic District. According to the City's real estate records, the existing structure was built in 1891 and appears to have been built as a single-family home. There is an existing apartment in the basement which appears to have existed since at least 1992.

The zoning is R-4, High Density Residential District, which would allow a two-family dwelling; although, the lot is only 5,227 square feet in size so "by right" uses are limited to single-family only. (The minimum lot size for a two-family dwelling is 9,000 square feet.) The existing apartment does not appear to have ever been approved by the City by issuance of a Special Use Permit.

The Crittendens acquired the property in February, 2019. Now, they wish to construct an

addition on the rear of the home which City staff cannot approve because of the non-permitted apartment. As a result, the Crittendens have applied for a Special Use Permit for an additional dwelling unit, as permitted under Staunton City Code 18.30.030(8). If the Special Use Permit is approved, the basement apartment would be a permitted use and the City could approve a building permit for the rear addition.

Analysis: Staff has conducted a review of the request and has not identified any issues. Staunton City Code Section 18.30.030(8) establishes criteria to be used in determining if a property is eligible for an additional dwelling unit. To qualify for one additional unit, a property must have a minimum of 3,001 square feet of net floor area. 208 North Market Street meets this criterion as evidenced by this chart:

208 N Market Street Net Floor Area	
First Floor	1,129
Second Floor	1,081
Basement	953
Total	3,163

Staunton City Code Section 18.30.030(8) further states that parking for two-family uses shall be the same as those for single-family. Therefore, no additional parking is required. This property does not have off-street parking, so both homeowners and tenants will have to park on the street. The unit is accessed directly from outside. There are multiple access points from the side and rear of the home.

Surrounding zoning is shown on the attached map (Attachment 3). Zoning to the north, south, and west is R-4, High Density Residential District. Zoning to the east is HE-1, Higher Education District.

In May of 2021, Mary Baldwin University was granted a Special Use Permit for a property at 221 North Market Street (across the street and slightly north of 208 North Market Street) to house up to 10 students.

The *City of Staunton, Virginia, Comprehensive Plan 2018-2040*, Future Land Use Map, designates this area as Neighborhood Residential. These areas are typically characterized as large housing units on smaller lots. One of the policies of this designation is to provide flexibility in the use of a dwelling while protecting the single-family character of the area. The proposed Special Use Permit is in general conformity with this designation.

Planning Commission Recommendation:

At its April 18, 2024 meeting, the Planning Commission conducted a public hearing. During the public hearing no one spoke in opposition to the request. On a 5-0 vote, the Commission unanimously voted to recommend approval of the request with the following conditions:

1. The total number of residential units, including the primary dwelling unit, may not exceed two.
2. The property is in the Stuart Addition Historic District and a Certificate of Appropriateness is required prior to issuance of any building permits.

3. Building and trade permits will be required and all work must be done in accordance with the provisions of the Virginia Uniform Statewide Building Code.
4. Access to the basement apartment unit will be from the rear and/or side of the building where it is less visible from the street. Access shall not be permitted from the front of the building.

Attachments:

Attachment 1—Application and Supporting Documents

Attachment 2—Vicinity Map: 208 N Market St

Attachment 3—Current Zoning Map: 208 N Market St

Attachment 4—2018 Future Land Use Map: 208 N Market St

Attachment 5—Draft Resolution

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

City Manager: Leslie Beauregard



DEPARTMENT OF PLANNING &
INSPECTIONS
116 W. BEVERLEY STREET | P.O. BOX
58 | STAUNTON, VA 24402
540.332.3862 (OFFICE)
540.332.3807 (FAX)

APPLICATION FOR SPECIAL USE PERMIT

DATE: 3/6/24

NAME OF APPLICANT: Christi Crittenden

ADDRESS OF APPLICANT: 208 N Market St

PHONE #: 850-294-1122

E-MAIL ADDRESS: Christiannacritte@gmail.com

IF APPLICANT IS **NOT** THE OWNER OF THE PROPERTY IN QUESTION, EXPLAIN. A COPY OF A PENDING CONTRACT OR OPTION AGREEMENT MUST BE ATTACHED HERETO AND MADE A PART OF THIS APPLICATION.

LOCATION OF PROPERTY: 208 N Market St

MAP PROVIDED: YES ☐ NO ☐

SITE PLAN PROVIDED: YES ☐ NO ☐

FEE PAID: YES ☒ NO ☐ *check or cash only Ch# 3328

PRESENT ZONING OF THE PROPERTY: R4

APPLICABLE SECTION OF ZONING CODE STATING USE IS PERMITTED ON REVIEW:
18.30.030.8

ARE PUBLIC UTILITIES AVAILABLE AND ADEQUATE FOR PROPOSED USE? IF **NO**, EXPLAIN HOW UTILITIES WILL BE PROVIDED:

Yes

LEGAL DESCRIPTION OF PROPERTY: Dwelling - 1 Family

DETAILED DESCRIPTION OF PROPOSED USE (DRAWINGS MUST BE INCLUDED IF NEW CONSTRUCTION, ADDITIONS, OR CHANGES TO THE EXTERIOR OF THE PROPERTY ARE PROPOSED).

SIGNATURE: Christi Crittenden

208 North Market Street, Staunton, VA 24401

Christi and Tom Crittenden

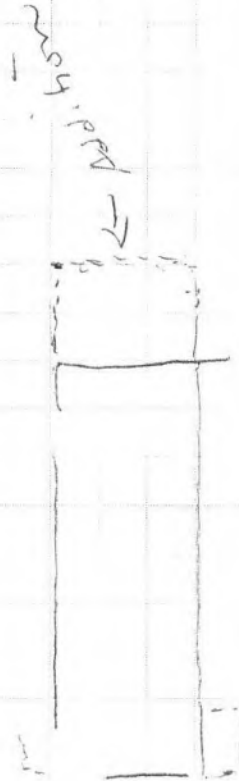
We plan to demolish the exiting porches/laundry room/1/2 bath and then add three stories to match the style of the current home to rebuild and create additional space. It will include a bedroom on the top floor and some storage, a bedroom and expanded bath and a remodel of the laundry room on the middle floor and the basement will include an addition of a laundry room, some storage and some stairs from the middle floor to the back yard. We will also add a porch to the back of this level to match what is currently in place. This addition will give us a bedroom on the main floor allowing us to live in place for as long as possible in our home. Jonathan Kuntz of Blue Ridge Green LLC will be the contractor.

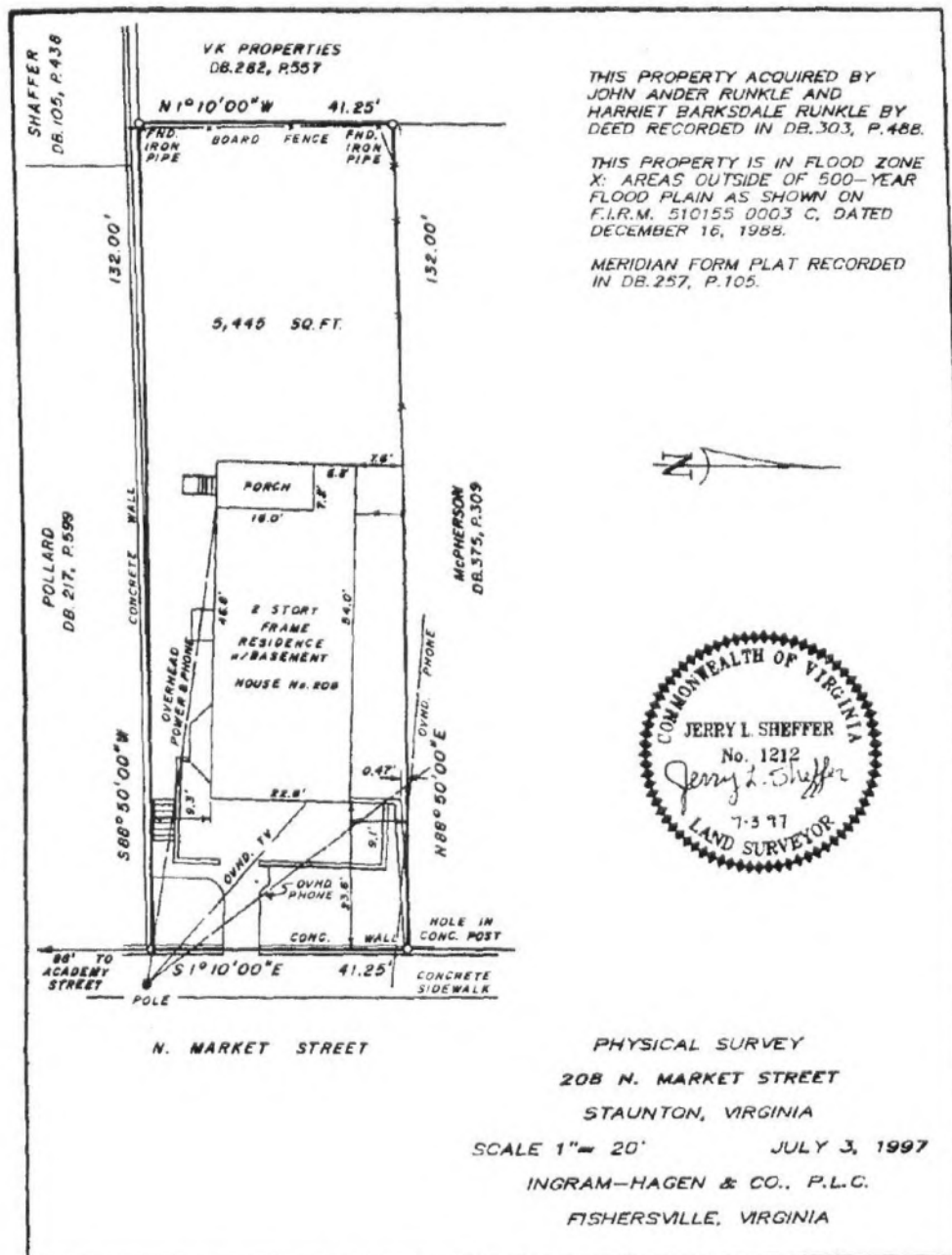


PROJECT: Addition Proposal
SUBJECT: Contactor
BY: 208 N Market

DATE: 2024

SHEET NO. _____ OF _____



See original plat in plat drawn

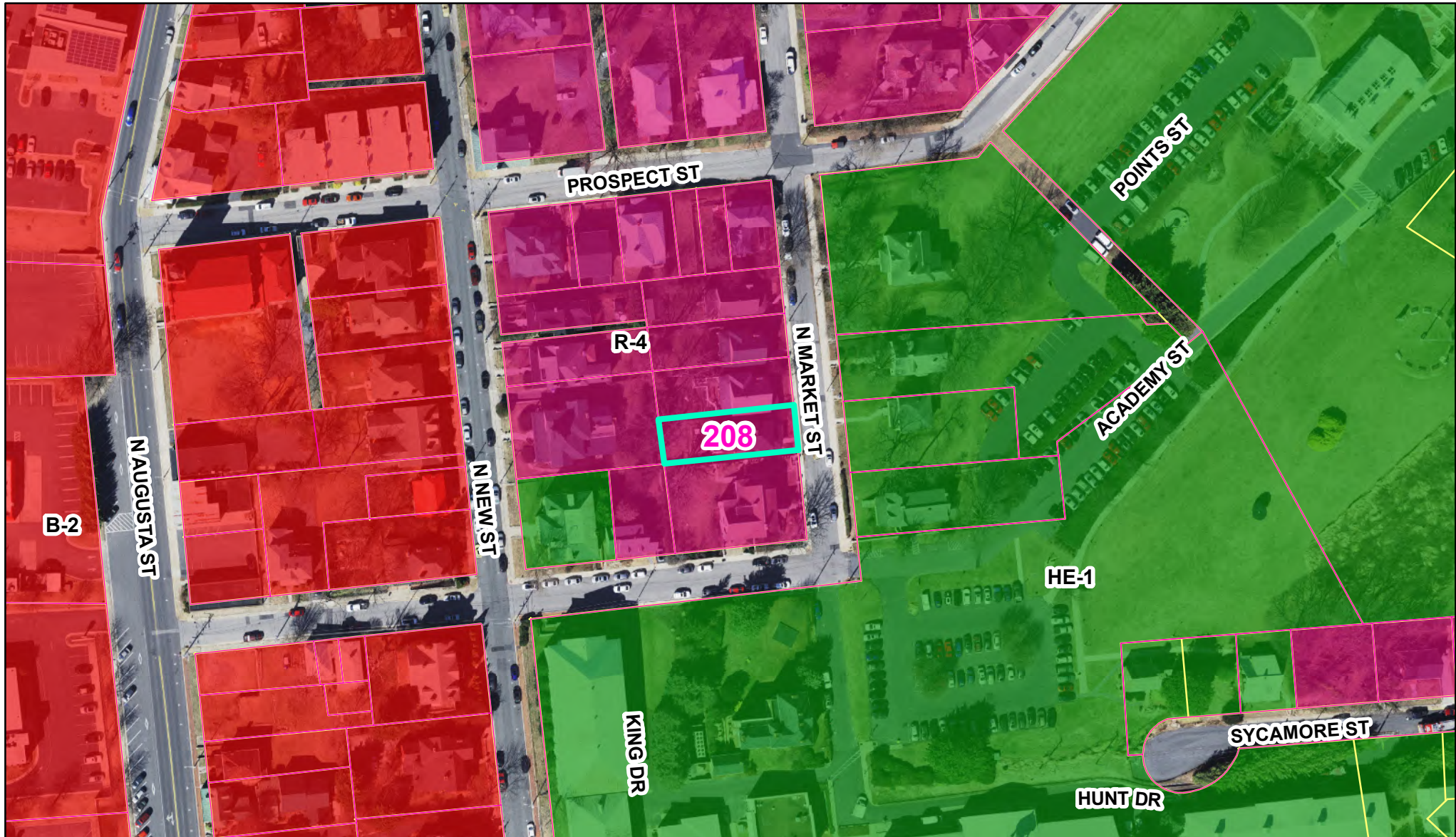
Vicinity Map - 208 N Market St

Attachment 2



Current Zoning - 208 N Market St

Attachment 3



Zoning

- B-1
- B-1(conditional)
- B-2
- B-2(conditional)

- B-3
- B-5
- HE-1
- I-1

- I-1(conditional)
- I-2
- I-2(conditional)
- I-3(conditional)
- P-1

- P-1(conditional)
- R-1
- R-2
- R-2(conditional)
- R-3

- R-3(conditional)
- R-4
- R-4(conditional)
- TRD-1 (Traditional Residential Development District)

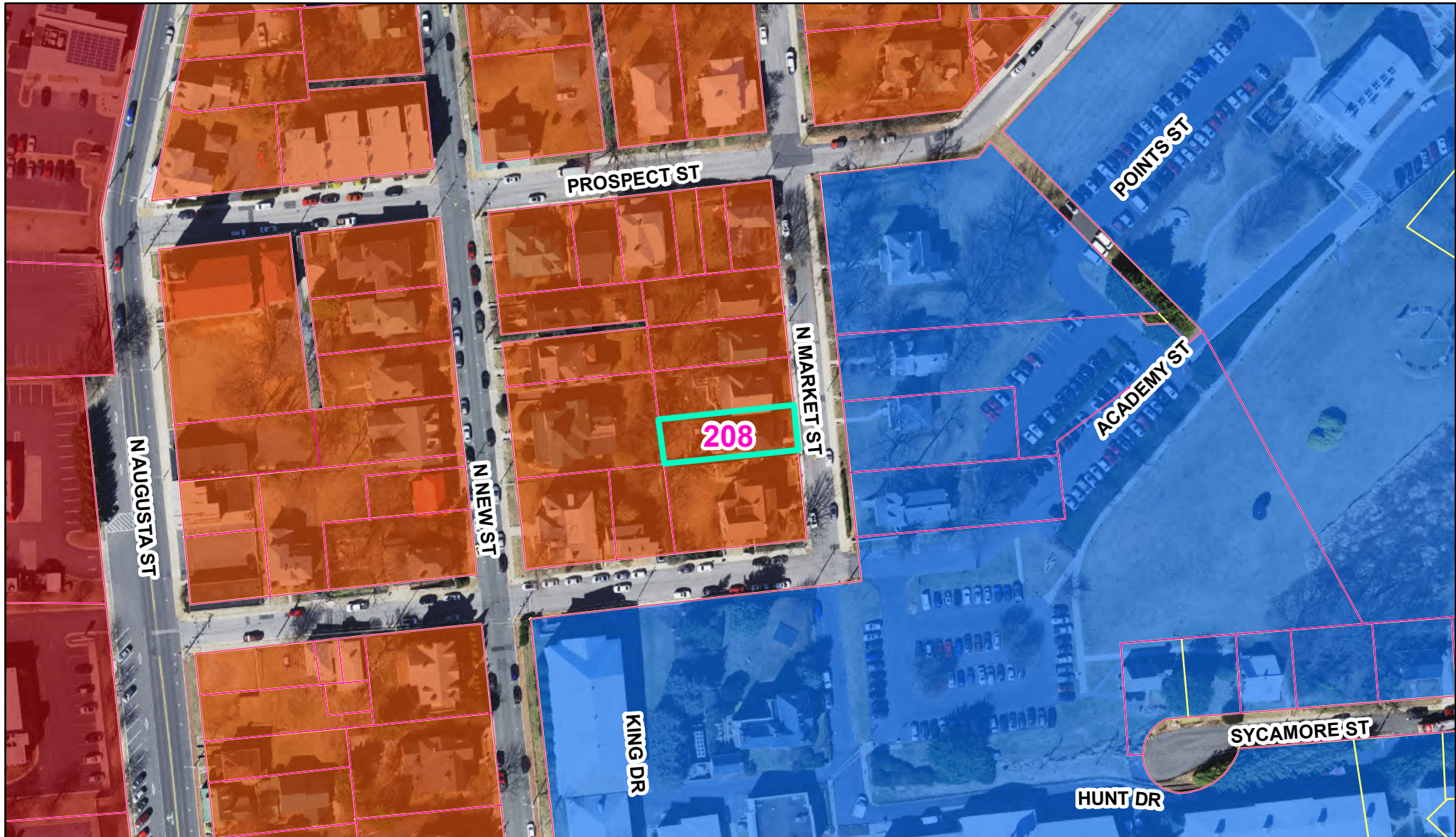
Additional Layers

- Selected Property
- Parcels
- Lot_Lines



0 60 120 240 Feet

Future Land Use - 208 N Market St Attachment 4



Future Land Use



0 60 120 240 Feet

- CONSERVATION/RECREATION/OPEN SPACE
- PLANNED FARM DEVELOPMENT
- PUBLIC/SEMI-PUBLIC

- LOW DENSITY PLANNED RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- MEDIUM DENSITY PLANNED RESIDENTIAL
- HIGH DENSITY RESIDENTIAL

- TRADITIONAL NEIGHBORHOOD DEVELOPMENT
- LOW DENSITY PLANNED RESIDENTIAL
- NEIGHBORHOOD RESIDENTIAL
- PROFESSIONAL

- PLANNED BUSINESS
- BUSINESS
- PLANNED INDUSTRIAL
- LIGHT INDUSTRIAL
- HEAVY INDUSTRIAL

Additional Layers

- Selected Property
- Parcels
- Lot_Lines

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**RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
GRANTING A SPECIAL USE PERMIT FOR PROPERTY LOCATED AT
208 N. MARKET STREET (PARCEL IDENTIFICATION NUMBER: 581)**

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Recitals

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A. Christinna H. Crittenden (Owner), owner of certain land identified as parcel identification number (PID) 581, currently addressed as 208 N. Market Street, Staunton (the Property), having acquired the land through a deed dated February 22, 2019 and recorded in the Clerk's Office of the Circuit Court of the City of Staunton as Instrument Number 190000420, is requesting a Special Use Permit to allow one additional residential unit to be constructed on the basement floor of the existing single-family dwelling (the Project);

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B. The Owner seeks a Special Use Permit under Staunton City Code (SCC) Section 18.30.030(8) to allow one additional dwelling unit;

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C. The Property is located within a R-4, High Density Residential District, which, according to SCC Sections 18.35.030(1) and 18.30.030(8), in an existing dwelling with more than 3,001 Square feet of net floor area, one additional dwelling unit may be permitted on review;

D. The request was evaluated using the criteria established in SCC Section 18.30.030(8) as a guide;

E. The Staunton Planning Commission conducted a public hearing concerning the Project, after notice and advertisement as required by law on April 18, 2024 and recommended approval of the Special Use Permit;

F. Upon consideration of comments received at the public hearing, as well as the factors set forth within Section 18.30.030(8) and Chapter 18.210 of the SCC, Staunton City Council finds and determines that granting the proposed Special Use Permit would serve the public necessity, convenience, general welfare and good zoning practice; and

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

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

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1. The total number of residential units, including the primary dwelling unit, may not exceed two.
 2. The property is in the Stuart Addition Historic District and a Certificate of Appropriateness is required prior to issuance of any building permits.

3. Building and trade permits will be required and all work must be done in accordance with the provisions of the Virginia Uniform Statewide Building Code.
4. Access to the basement dwelling unit will be from the rear and/or side of the building where it is less visible from the street. Access shall not be permitted from the front of the building.

Introduced:

Adopted:

Effective:

Stephen W. Claffey, Mayor

Attest: _____
Kiley A. Kesecker, Clerk of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	May 9, 2024	Staff Members: Rodney Rhodes Tim Hartless
Item #	E	
Department:	Community Development— Planning and Zoning	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Areas: Infrastructure, Responsive, Efficient Government	
Subject:	Public Hearing and Consideration of a Request by the City of Staunton to Rezone Properties on National Avenue, Patton Street, Jones Street, and Anthony Street from R-2, Low Density Residential, I-1, Light Industrial, and I-2, Heavy Industrial, to TRD-1, Traditional Residential Development District	

Background: In December of 2023, City Council approved the Uniontown Neighborhood Action Plan as an addendum to the City of Staunton, Virginia, Comprehensive Plan 2018-2040. One of the action items recommended in the plan was to create a zoning district that is specific to the needs of Uniontown which would aid in the redevelopment of the area for single-family homes. In February 2024, the Planning Commission recommended approval of the new Traditional Residential Development District, TRD-1, and in February, City Council voted unanimously to adopt the new district. Since that time, the Planning Commission and staff have been working to finalize a list of properties to be rezoned to the new TRD-1, zoning classification. On Wednesday, March 13, the Planning Commission held a public meeting at the Staunton Public Library to gather community input on the rezoning. Three properties were removed from the rezoning list and one property was added. Staff has made the necessary changes, and a final list of properties is included as Attachment 1. There are 63 parcels of land including 73 lots. One property is currently zoned R-2, Low Density Residential, 11 properties

are currently zoned I-1, Light Industrial, and the remaining 51 properties are zoned I-2, Heavy Industrial. All 63 properties would be rezoned to the TRD-1, Traditional Residential Development District.

Planning Commission Recommendation:

At its April 18, 2024 meeting, the Planning Commission conducted a public hearing. During the public hearing no one spoke in opposition and five individuals spoke in favor of the request. On a 5-0 vote, the Commission unanimously voted to recommend approval of the rezoning.

Attachments:

Attachment 1—List of the 63 properties to be rezoned
Attachment 2—Regulations for the TRD-1 Zoning District
Attachment 3—Map of Current Zoning
Attachment 4—Map of Proposed Zoning
Attachment 5—Future Land Use Map
Attachment 6—Draft Ordinance of Rezoning

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

City Manager: Leslie Beauregard

Attachment 1

Uniontown Rezoning List
Properties to be Rezoned to TRD-1, Traditional Residential Development District
63 Parcels of Land Including 73 Lots

Street #	Street Name	Owner Name
ANTHONY ST		
101	ANTHONY ST	ELAINE D CRAWFORD FAMILY LLC
102	ANTHONY ST	ELAINE D CRAWFORD FAMILY LLC
103	ANTHONY ST	MICHAEL, LARRY W & VICKY H
104	ANTHONY ST	ELAINE D CRAWFORD FAMILY LLC
105	ANTHONY ST	MICHAEL, LARRY W & MICHAEL, VICKY H
107	ANTHONY ST	ELAINE D CRAWFORD FAMILY LLC
109	ANTHONY ST	KEISER, ROBERT
200	ANTHONY ST	GILMER, ROGER A AND DIANE S
201	ANTHONY ST	ELAINE D CRAWFORD FAMILY LLC
203	ANTHONY ST	ELAINE D CRAWFORD FAMILY LLC
205	ANTHONY ST	ELAINE D CRAWFORD FAMILY LLC
209	ANTHONY ST	KEISER, ROBERT
211	ANTHONY ST	TURNER, WILLIAM F
213	ANTHONY ST	ELAINE D CRAWFORD FAMILY LLC
215	ANTHONY ST	BURRESS, NATHANIEL E SR ETAL
217	ANTHONY ST	TURNER, ROBERT
219	ANTHONY ST	ELAINE D CRAWFORD FAMILY LLC
221	ANTHONY ST	ELAINE D CRAWFORD FAMILY LLC
101 A	ANTHONY ST	ELAINE D CRAWFORD FAMILY LLC
JONES ST		
809	JONES ST	HERNDON, RICHARD; JR & ETAL
811	JONES ST	GAINES, STUART A
878	JONES ST	GAINES, JOSEPH M & BROWNIE C
880	JONES ST	NDEP LLC
881	JONES ST	ELAINE D CRAWFORD FAMILY LLC
882	JONES ST	GAINES, STUART A SR & CLAUDIA M
883	JONES ST	MORGAN, ADRINE YVONNE
884	JONES ST	STAUNTON MACHINE WORKS, INC
885	JONES ST	ADAMS, RICHARD C
886	JONES ST	NDEP LLC
887	JONES ST	STUART, MANDREL
891	JONES ST	DUNNINGS, LORETTA M
895	JONES ST	MARQUEZ, JOSE M & MARQUEZ, MARIA J
897	JONES ST	BRYANT, DEREK O'NEIL
901	JONES ST	WATSON, LILIA
905	JONES ST	POWELL, LELIA
NATIONAL AVE		

33	NATIONAL AVE	CRAWFORD, ABRAHAM WRIGHT
37	NATIONAL AVE	CRAWFORD, EBENEZER G & BETTY P
40	NATIONAL AVE	BURRESS, NATHANIEL E
43	NATIONAL AVE	CRAWFORD, EBENEZER G & BETTY P
99	NATIONAL AVE	AREHART FAMILY INVESTMENTS, L.L.C.
104	NATIONAL AVE	ELAINE D CRAWFORD FAMILY LLC
105	NATIONAL AVE	HINEGARDNER, PEGGY G
204	NATIONAL AVE	TAP INVESTMENTS LLC
208	NATIONAL AVE	TAP INVESTMENTS LLC
897	NATIONAL AVE	BURRESS, NATHANIEL E
43 A	NATIONAL AVE	CRAWFORD, EBENEZER G & BETTY P
PATTON ST		
802	PATTON ST	ELAINE D CRAWFORD FAMILY LLC
806	PATTON ST	WORMSLEY, DENISE M. ET AL
808	PATTON ST	WILLIAMS, JOHN H ETAL
810	PATTON ST	GAINES, STUART A & GAINES, STUART A; JR
812	PATTON ST	ZIMMERMAN DAVID A & ZIMMERMAN DAVID ALLEN
813	PATTON ST	LYMAN, ANGELA M
814	PATTON ST	WHITE, ROBERT T
815	PATTON ST	ELAINE D CRAWFORD FAMILY LLC
816	PATTON ST	SMITH, KATRINA L
880	PATTON ST	JOHNSON, MICHAEL S
882	PATTON ST	JOHNSON, MICHAEL S
884	PATTON ST	WHITE, ROBERT T JR
RICHMOND AVE		
803	RICMOND AVE	WRAY, PETER H ETAL
813	RICMOND AVE	STAUNTON MACHINE WORKS, INC
813 A	RICMOND AVE	STAUNTON MACHINE WORKS, INC
YOUNG ST		
78	YOUNG ST	ELAINE D CRAWFORD FAMILY LLC
82	YOUNG ST	CRUMBLY, AMOS

Chapter 18.47

TRD-1 TRADITIONAL RESIDENTIAL DEVELOPMENT DISTRICT

Sections:

- 18.47.010 General description.
- 18.47.020 Permitted principal and accessory uses and structures.
- 18.47.030 Uses permitted on review.
- 18.47.040 Area regulations.
- 18.47.050 Height regulations.
- 18.47.060 Off-street parking.
- 18.47.070 Occupancy limitations.

18.47.010 General description.

These districts are intended to be located in areas of the City that have existing lots which were platted in the nineteenth or early twentieth century with small lot area where modern zoning requirements would be impractical or would make the lots unbuildable. The districts are intended to be used for single-family residential development with low to moderate population densities. Additional permitted uses, by review of the planning commission, include educational facilities normally required to provide the basic elements of a balanced and attractive residential area.

18.47.020 Permitted principal and accessory uses and structures.

Property and buildings in an TRD-1 district shall be used only for the following purposes:

- (1) Detached single-family dwellings, but not including trailer houses or mobile homes.
- (2) Temporary buildings for uses incidental to construction work, which buildings shall be immediately adjacent to said construction work and which buildings shall be removed upon completion or abandonment of the construction work.
- (3) Transportation and utility easements, alleys, and rights-of-way.
- (4) Accessory uses and structures, provided such uses are incidental to the principal use and do not include any activity commonly conducted as a business. Any accessory structure shall be located on the same lot with the principal building and located behind the front building line.
- (5) Signs as regulated in Chapter 18.140 SCC.
- (6) Agricultural crops (not to be sold), and not the raising of farm animals or poultry except for keeping of chickens, as defined and provided in Chapter 18.153 SCC.
- (7) The keeping of less than three boarders or roomers by a resident family with parking as required by Chapter 18.125 SCC, Table of Parking Spaces Required, boarding or rooming house.
- (8) Home occupations as regulated in Chapter 18.150 SCC.

(9) Co-location of telecommunication antenna and related equipment as regulated in SCC 18.185.020(4). (Ord. 2017-17; Ord. 2015-11.

18.47.030 Uses permitted on review.

The following uses may be permitted on review by the city council in accordance with provisions contained in Chapter 18.210 SCC:

- (1) Churches or similar places of worship, with accessory structures but not including missions or revival tents.
- (2) Elementary or high schools, public or private.
- (3) Public parks, playgrounds and playfields, and neighborhood and municipal buildings and uses in keeping with the character and requirements of the district.
- (4) Libraries, museums, and historical monuments or structures.
- (5) Utility substations.
- (6) Plant nursery in which no building or structure is maintained in connection therewith.
- (7) Golf courses, or country clubs, with adjoining grounds of not less than 60 acres, but not including miniature courses and driving tees operated for commercial purposes.
- (8) Cemeteries.
- (9) Social and recreational uses not operated for gain.
- (10) A planned residential development as regulated in SCC 18.105.020.

18.47.040 Area regulations.

All buildings shall be set back from street right-of-way lines and lot lines to comply with the following yard requirements:

(1) Front Yard.

- (a) For dwellings, the minimum depth of the front yard shall be 15 feet from the lot line and in no case shall an accessory building be located or extend into the front yard.
- (b) All other permitted use shall have a front yard setback of 35 feet.

(2) Side Yard.

- (a) For all dwellings, located on interior lots, side yard setbacks shall be not less than five feet.
- (b) For unattached buildings of accessory use, there shall be a side yard of not less than five feet.
- (c) Main and accessory buildings, other than dwellings, and buildings accessory to dwellings, shall set back from all side lot lines a distance of not less than 35 feet.

(3) Rear Yard.

(a) For main buildings there shall be a rear yard of not less than 20 feet.

(b) Unattached buildings of accessory use there shall be a rear yard of not less than five feet.

(4) Lot Width.

(a) There shall be a minimum lot width of 50 feet at the front building line, such lot shall abut on a public street for a distance of not less than 30 feet subject to the exceptions provided in **SCC 18.120.010(4)**.

(i) For lots having a width of not more than 150 feet, the lot length shall be not greater than three times the lot width.

(5) Intensity of Use.

(a) For each dwelling and building accessory thereto, there shall be a lot area of not less than 5,000 square feet.

(b) For churches and other main and accessory buildings, other than dwellings, and buildings accessory to dwellings, the lot area shall be adequate to provide the yard areas required by this chapter and the off-street parking areas required in Chapter 18.125 SCC; provided, however, that the lot area for a church shall be not less than 30,000 square feet.

(c) There shall be no more than one dwelling unit on each lot.

18.47.050 Height regulations.

No main building shall exceed two and one-half stories or 35 feet in height, except as provided in Chapter 18.115 SCC. Accessory buildings shall not exceed 15 feet in height.

18.47.060 Off-street parking.

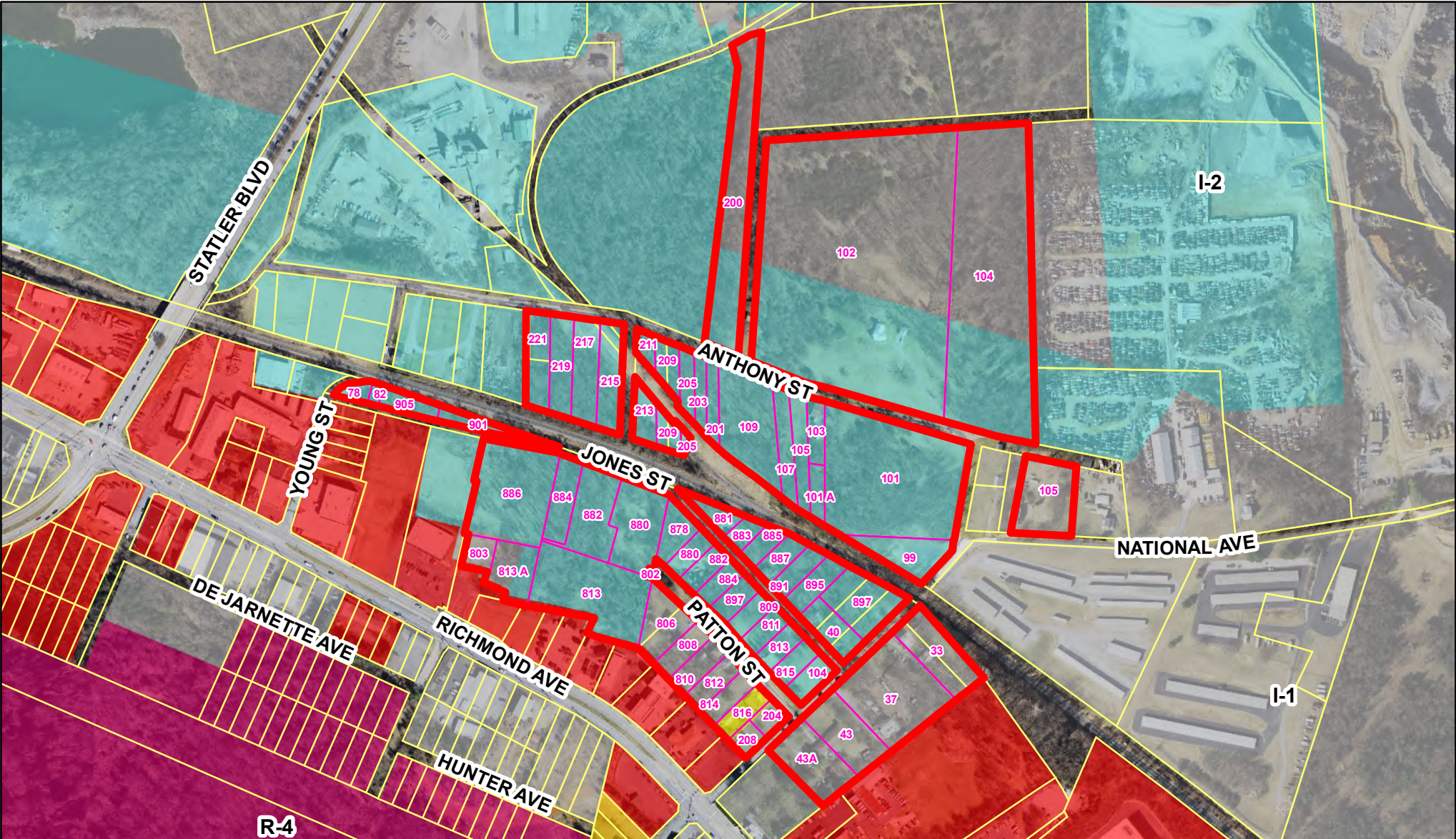
Off-street parking is as regulated in Chapter 18.125 SCC.

18.47.070 Occupancy limitations.

Occupancy limitations are as regulated in Chapter 18.180 SCC.

Uniontown Current Zoning

Attachment 3



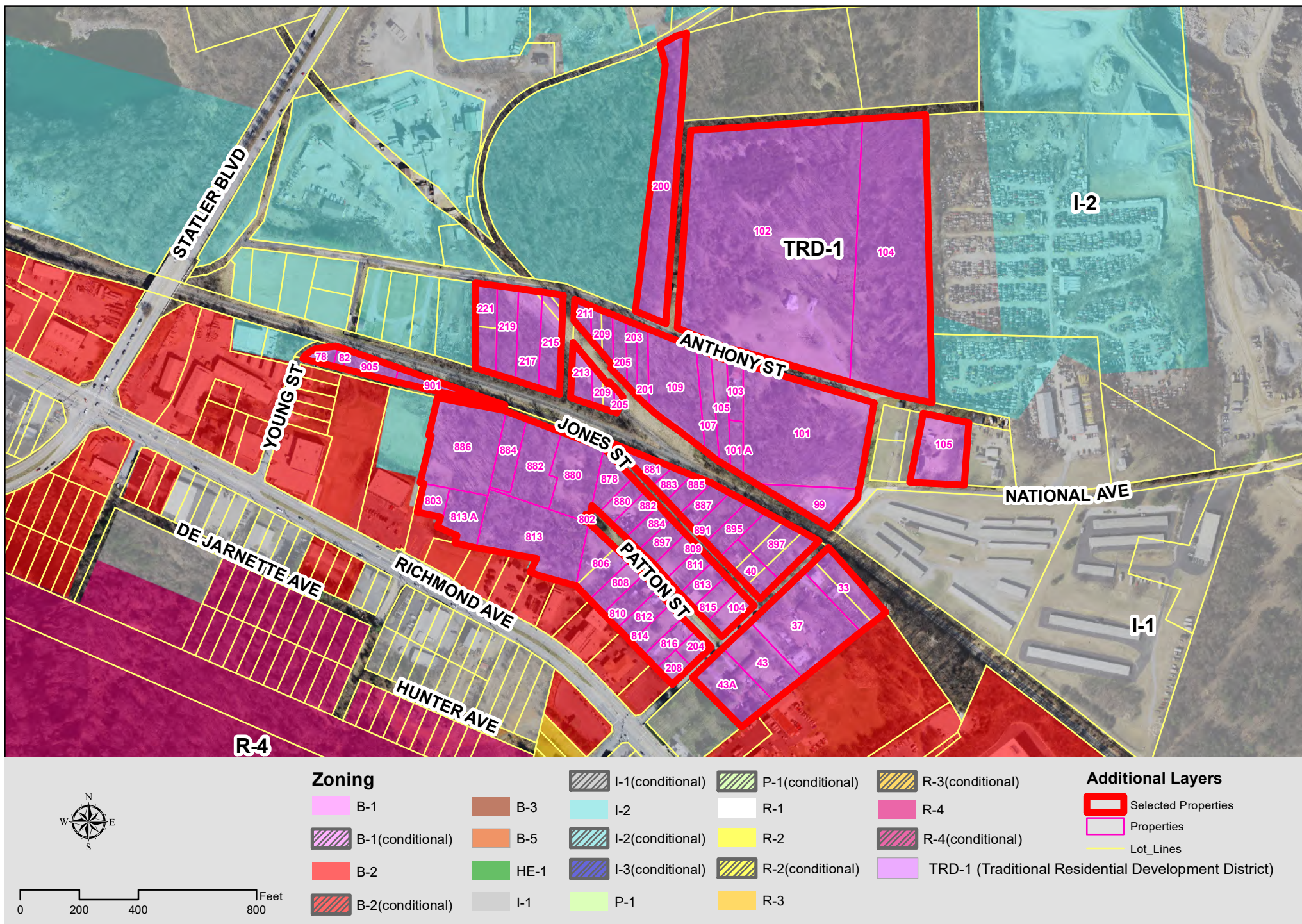
Zoning

B-1	B-3	I-2	R-1
B-1(conditional)	B-5	I-2(conditional)	R-2
B-2	HE-1	I-3(conditional)	R-2(conditional)
B-2(conditional)	I-1	P-1	R-3
		P-1(conditional)	R-4
		R-4(conditional)	TRD-1 (Traditional Residential Development District)

Additional Layers

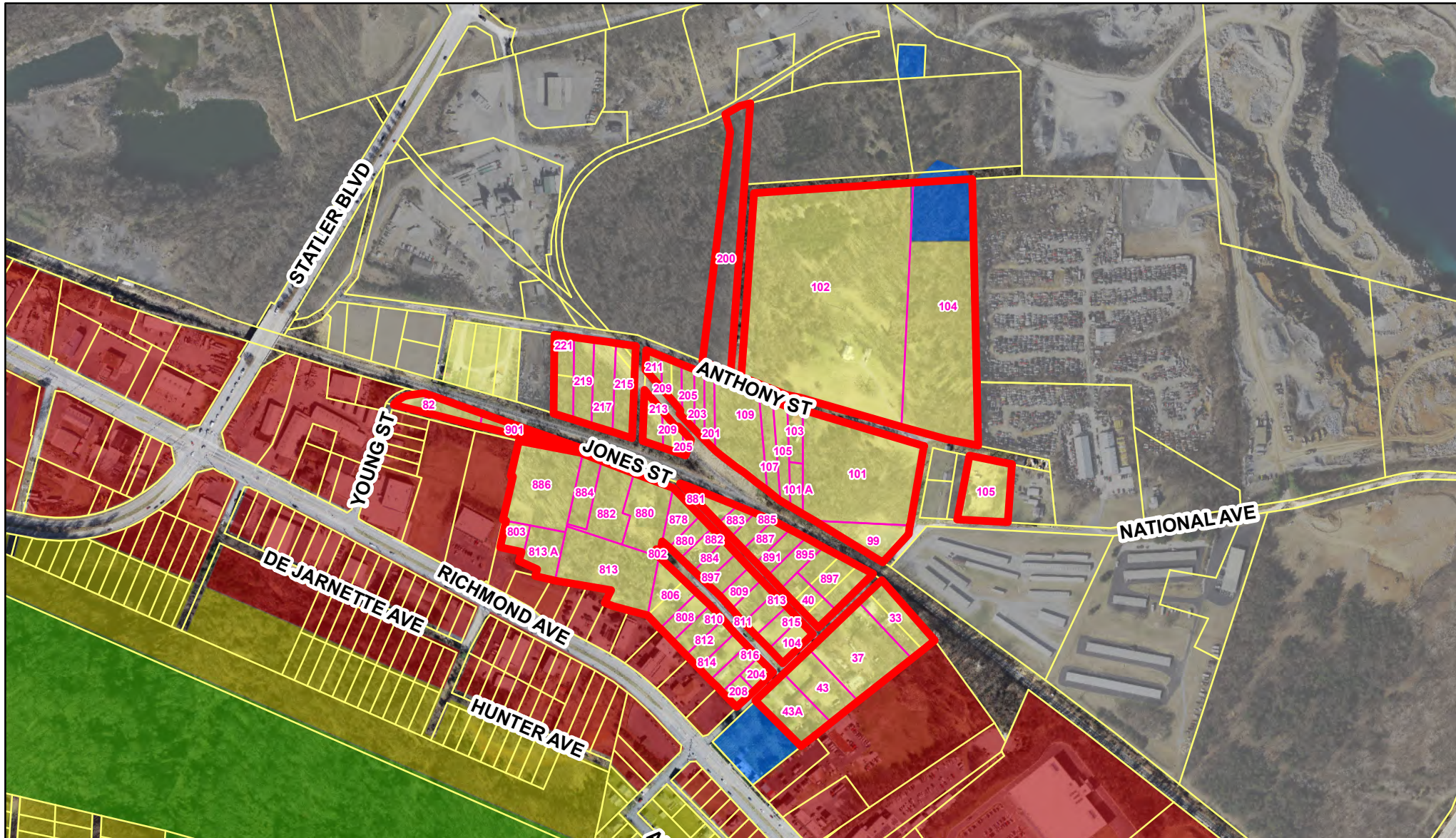
- Selected Properties
- Properties
- Lot_Lines

Attachment 4



Uniontown Future Land Use

Attachment 5



Future Land Use

- CONSERVATION/RECREATION/OPEN SPACE
- PLANNED FARM DEVELOPMENT
- PUBLIC/SEMI-PUBLIC

- LOW DENSITY RESIDENTIAL
- LOW DENSITY PLANNED RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- MEDIUM DENSITY PLANNED RESIDENTIAL
- HIGH DENSITY RESIDENTIAL

- TRADITIONAL NEIGHBORHOOD DEVELOPMENT
- LOW DENSITY PLANNED RESIDENTIAL
- NEIGHBORHOOD RESIDENTIAL
- PROFESSIONAL

- PLANNED BUSINESS
- BUSINESS
- PLANNED INDUSTRIAL
- LIGHT INDUSTRIAL
- HEAVY INDUSTRIAL

Additional Layers

- Selected Properties
- Properties
- Lot_Lines



0 225 450 900 Feet

Ordinance No. 2024-____

**AN ORDINANCE REZONING
FROM I-1, LIGHT INDUSTRIAL, I-2, HEAVY INDUSTRIAL, AND
R-2, LOW DENSITY RESIDENTIAL DISTRICT,
TO TRD-1, TRADITIONAL RESIDENTIAL DEVELOPMENT DISTRICT,
ALL OF THOSE CERTAIN TRACTS OR PARCELS OF LAND IDENTIFIED BELOW
AND LOCATED ALONG ANTHONY STREET, JONES STREET, PATTON STREET,
AND NATIONAL AVENUE IN THE CITY OF STAUNTON, VIRGINIA**

Recitals

A. Portions of the historic African American community known as Uniontown were annexed from Augusta County into the City in 1948 and 1986;

B. The zoning of the properties at the time of annexation is unknown but the City either continued the industrial zoning assigned by Augusta County or rezoned the area to industrial without regard to its historic and longstanding use as a residential community;

C. The current I-1, Light Industrial, and I-2, Heavy Industrial, zoning has caused hardships for property owners in the area wishing to continue the residential use;

D. The City of Staunton wishes to rezone the area to TRD-1, Traditional Residential Development District, to allow and encourage the redevelopment of Uniontown with single-family homes;

E. The City of Staunton, Virginia, 2018 – 2040 Comprehensive Plan, Land Use Development Guide, Future Land Use Map, recommends Low Density Planned Residential Use of the area and the proposed TRD-1, Traditional Residential Development District, is consistent with that designation;

F. The specific properties to be rezoned include:

Parcel Identification Number	Address
1865	101 ANTHONY ST
1848	102 ANTHONY ST
8135	103 ANTHONY ST
1876	104 ANTHONY ST
1284	105 ANTHONY ST
1879	107 ANTHONY ST
1097	109 ANTHONY ST
1098	200 ANTHONY ST
1863	201 ANTHONY ST
8860	203 ANTHONY ST
1867	205 ANTHONY ST
1096	209 ANTHONY ST
8138	211 ANTHONY ST

DRAFT 4.30.24

1864	213	ANTHONY ST
1095	215	ANTHONY ST
8136	217	ANTHONY ST
1847	219	ANTHONY ST
1851	221	ANTHONY ST
1880	101 A	ANTHONY ST
11556	809	JONES ST
2916	811	JONES ST
2912	878	JONES ST
8839	880	JONES ST
1882	881	JONES ST
2914	882	JONES ST
5599	883	JONES ST
100	884	JONES ST
5151	885	JONES ST
1877	886	JONES ST
809	887	JONES ST
2319	891	JONES ST
3104	895	JONES ST
2318	897	JONES ST
8458	901	JONES ST
6243	905	JONES ST
1845	33	NATIONAL AVE
1842	37	NATIONAL AVE
1094	40	NATIONAL AVE
1840	43	NATIONAL AVE
7712	99	NATIONAL AVE
1883	104	NATIONAL AVE
8496	105	NATIONAL AVE
3577	204	NATIONAL AVE
3578	208	NATIONAL AVE
5149	897	NATIONAL AVE
1843	43 A	NATIONAL AVE
1875	802	PATTON ST
8843	806	PATTON ST
8678	808	PATTON ST
2913	810	PATTON ST
626	812	PATTON ST
5481	813	PATTON ST
8582	814	PATTON ST
1884	815	PATTON ST
3576	816	PATTON ST
1376	880	PATTON ST
786	882	PATTON ST
8581	884	PATTON ST
3074	803	RICMOND AVE

7608	813	RICMOND AVE
7612	813 A	RICMOND AVE
1846	78	YOUNG ST
6238	82	YOUNG ST

G. The Planning Commission of the City of Staunton, after study, review, and consideration of the comments received during the public hearing, has properly heard the matter and recommended approval;

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

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that the properties listed above, in the City of Staunton, Virginia, are **HEREBY REZONED** from I-1, Light Industrial, I-2, Heavy Industrial, and R-2, Low Density Residential, to TRD-1, Traditional Residential Development District, on the basis that the rezoning would serve the interests of public necessity, convenience, general welfare, and good zoning practice.

Introduced:

Adopted:

Effective Date:

Stephen W. Claffey, Mayor

ATTEST: _____
Kiley A. Kesecker,
Clerk of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	May 9, 2024	Staff Members: Rodney Rhodes Tim Hartless
Item #	F	
Department:	Community Development—Planning and Zoning	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Areas: Infrastructure, Responsive, Efficient Government	
Subject:	Public Hearing and Consideration of Amendments to Staunton City Code (SCC) Chapters 18.140, Signs, Billboards, and Other Advertising Structures, 18.65, B-3, Planned Business District, 18.70, B-4, Cultural and Recreational Planned Business District, 18.71, B-5, Mixed-Use Business District, and 18.100, I-3, Planned Industrial District, of Title 18, Zoning, of the Staunton City Code, Establishing a Standard Minimum Required Setback of Five-Foot for Freestanding Signs in all Business, Professional, and Industrial Districts	

Background: Currently, the Staunton Zoning Code establishes a minimum required setback for freestanding signs based upon the zoning district in which the sign is located. This creates a system of various sign setbacks throughout the City which is complex and can be confusing to business owners, designers, and developers. The minimum setbacks include:

- P-1 – 12 and ½ feet (half the required front setback for a principal structure)
- B-1 – 10 feet
- B-2 – 2 and ½ feet (half the required front setback for a principal structure)
- B-3 – 10 feet

B-4 – Not specified (district is not currently in use)

B-5 – Not specified

I-1 – 12 and ½ feet (half the required front setback for a principal structure)

I-2 – 17 and ½ feet (half the required front setback for a principal structure)

I-3 – 17 and ½ feet (half the required front setback for a principal structure)

The minimum required setback for a parking lot is 5 feet. In many cases the parking lot setback is less than the sign setback. This can create a situation where a freestanding sign must be placed within a parking lot which can result in a reduction of available parking spaces or the sign can become a hazard to traffic flow within the parking lot.

To simplify the setback requirements for signs, staff proposes a standard 5-foot minimum setback for signs in all Business, Professional, and Industrial Districts. At its March 21, 2024 meeting, Planning Commission authorized staff to proceed with drafting an amendment. At that time, the Planning Commission expressed concerns with sign placement and proximity to commercial entrances and travel lanes. To address these concerns, staff proposes a five-foot minimum setback from all vehicular entrances and exits to the public right-of-way (SCC18.140.010(18)).

Other changes to SCC Section 18.140 include:

SCC 18.140, Signs, Billboards, and Other Advertising Structures – Replaced the terms “ground sign” and “pole sign” with “freestanding sign.”

18.140.010(18) creates a five-foot minimum setback from all vehicular entrances or exits to the public right-of-way. By placing this under 18.140.010, general regulations, it will apply to all zoning districts.

18.140.040(4)(a) – creates a five-foot minimum setback in all P-1 districts

18.140.040(4)(b) – creates a five-foot minimum setback in all B-1 districts

18.140.040(4)(c) – creates a five-foot minimum setback in all B-2 districts

18.140.050(1) – creates a five-foot minimum setback in all industrial districts.

As additional zoning districts have been created over the years, some sign regulations specific to those districts have been included in each new chapter. As a result, simply amending SCC Chapter 18.140 will not completely accomplish our stated goal. Some additional amendments to other chapters are necessary.

Additional changes include:

SCC 18.65, B-3, Planned Business –

18.65.040(1) establish a five-foot minimum setback from all property lines.

SCC 18.70, B-4, Cultural and Recreational Planned Business District –

create a subsection specific to signs, 18.70.050.

SCC 18.71, B-5, Mixed Use Business District –

Create a subsection specific to signs, 18.71.070. Signs shall be regulated the same as in the B-2, General Business Districts.

SCC 18.100 I-3, Planned Industrial District –

18.100.060 to clarify that signs are to be regulated the same as other industrial districts.

In the future, staff would like to do a comprehensive rewrite of the entire Zoning Code. When that rewrite occurs, we would like to consolidate all sign requirements into one central location.

Planning Commission Recommendation:

At its April 18, 2024 meeting, the Planning Commission conducted a public hearing. During the public hearing no one spoke in opposition to the request. On a 5-0 vote, the Commission unanimously voted to recommend approval of the proposed amendments:

Attachments: Draft Ordinance

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

City Manager: Leslie Beauregard

Ordinance No. 2024-____

**AN ORDINANCE AMENDING CHAPTERS 18.140, SIGNS, BILLBOARDS, AND OTHER
ADVERTISING STRUCTURES,
18.65, B-3, PLANNED BUSIENSS DISTRICT,
18.70, B-4, CULTURAL AND RECREATIONAL PLANNED BUSIENSS DISTRICT,
18.71, B-5, MIXED USE BUSINESS DISTRICT,
AND
18.100, I-3, PLANNED INDUSTRIAL DISTRICT,
OF TITLE 18, ZONING, OF THE STAUNTON CITY CODE**

Recitals

A. Currently, the Zoning Code of the City of Staunton establishes a minimum required setback for freestanding signs based upon the zoning district in which the sign is located;

B. This creates a system of various freestanding sign setbacks throughout the City which is complex and can be confusing to business owners, sign designers, and developers;

C. To simplify setback requirements for freestanding signs, City Staff has proposed amendments to Title 18, Zoning, of the Staunton City Code (SCC) to establish a standard five-foot minimum setback for all freestanding signs in all business, industrial, and professional districts.

D. At its March 21, 2024 meeting, the Planning Commission gave authorization for staff to proceed with drafting the amendments;

E. The Planning Commission of the City of Staunton, after study, review, and consideration of the comments received during the public hearing, has properly heard the matter and recommended approval;

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

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that Chapters 18.140, Signs, Billboards, and Other Advertising Structures, 18.65, B-3, Planned Business District, 18.70, B-4, Cultural and Recreational Planned Business District, 18.71, B-5, Mixed Use Business District, and 18.100, I-3, Planned Industrial District, of Title 18, Zoning, of the Staunton City Code are **HEREBY AMENDED, RESTATED, AND REORDAINED** as follows:

Chapter 18.140**SIGNS, BILLBOARDS, AND OTHER ADVERTISING STRUCTURES**

Sections:

18.140.010 General provisions.

- 48 18.140.020 General regulations.
- 49 18.140.030 Residential district regulations.
- 50 18.140.040 Business district regulations.
- 51 18.140.050 Industrial district regulations.
- 52 18.140.060 Permitted signs.
- 53 18.140.070 Unsafe and unlawful signs.
- 54 18.140.080 Permits and fees.

55 **18.140.010 General provisions.**

56 These conditions are established as a reasonable and impartial method of regulating advertising
57 structures in order to ensure safe construction, light, air, and open space, to reduce hazards at
58 intersections, to prevent the accumulation of trash, to preclude the establishment of structures which
59 would afford hiding places for immoral or criminal activities, and to protect property values of the entire
60 community.

61 The regulations for signs, billboards, and other advertising structures are indicated below. The
62 interpretation of nomenclature in this chapter shall be as defined in Chapter 18.10 SCC. (Zoning
63 ordinance Art. 5, § 8).

64 **18.140.020 General regulations.**

65 In any zoning district where signs are permitted, the following general regulations shall apply:

66 (1) No sign shall be erected or maintained at any location where by reason of its position, wording,
67 illumination, size, shape, or color it may obstruct, impair, obscure, interfere with the view of, or be
68 confused with any authorized traffic control sign, signal, or device.

69 (2) No sign shall contain or make use of any word, phrase, symbol, shape, form, or character in such
70 manner as to interfere with, mislead, or confuse traffic.

71 (3) No sign having flashing, intermittent, or animated illumination shall be permitted.

72 (4) No illumination sign shall be permitted within 50 feet of property in any residential district unless
73 the illumination of such sign is so designed that it does not shine or reflect light onto such property.

74 (5) No billboard or groundfreestanding sign shall be erected to exceed 20 feet above the ground level or
75 50 feet in length. The bottom coping of every groundfreestanding sign shall be at least three feet above
76 the ground or street level.

77 (6) All roof signs shall be so constructed as to leave a clear space of not less than six feet between the
78 roof level and the lowest part of the sign. No portion of any roof sign structure shall project beyond an
79 exterior wall. No roof sign shall be at any point over 24 feet above the roof level. Roof signs shall not
80 exceed the height limit of the zoning district.

81 (7) No part of any wall or projecting sign that is attached to a building shall be erected to a height
82 greater than such building, unless the building and sign are architecturally integrated and designed as a
83 unit.

84 (8) Billboards and other similar outdoor advertising structures shall be erected or placed in conformity
85 with the side and rear yard requirements of the district in which located. However, no billboard shall be
86 erected or placed closer than within 100 feet of any residential district, and it shall be set back from the
87 established right-of-way line of any street or highway at least as far as the required front yard depth for a
88 principal use in such district; and for every square foot by which such billboard exceeds 100 square feet
89 such setbacks shall be increased by one-half foot, but not to exceed 300 feet.

(9) No advertising sign shall be located in any area designated by the planning commission as one of scenic beauty or historical interest.

(10) No building walls shall be used for display of advertising, except that pertaining to the use on the premises.

(11) Temporary Signs.

(a) All temporary signs must be mounted on a building, with the exception of sandwich board signs, which are further regulated in this chapter.

(b) Temporary signs shall be included when determining the total area of signs erected or displayed on a property.

(c) In no case shall more than one temporary sign be located on any building storefront.

(d) No temporary signs may exceed 30 square feet in area, with the exception of sandwich board signs, which are further regulated in this chapter.

(e) Temporary signs shall not be erected or otherwise fixed on any pole, tree, stone, fence, building, structure, or any object within the right-of-way of any street. No temporary sign shall be erected at the intersection of any street in such a manner as to obstruct free and clear vision, or be confused with any authorized traffic sign, signal, or device.

(f) A temporary sign shall not be suspended across public streets or other public places, except as permitted by the planning commission.

(g) With the exception of sandwich board signs which are further regulated in this chapter, no sign shall be placed in any public right-of-way, except publicly owned signs, such as traffic control signs, directional signs, and subdivision identification signs.

(12) Motor Vehicle Signs. Signs displayed on motor vehicles operated or parked on public or private property when visible from any public street shall be permitted, provided the following requirements are met:

(a) The motor vehicle is primarily used for purposes other than the display of advertising;

(b) Motor vehicle signs may not include any illumination, including flashing, pulsating, rotation, or blinking signs;

(c) Motor vehicle signs may not include electronic changeable copy signs, including signs containing light emitting diodes (LEDs), fiber optics, light bulbs or other illumination devices used to change the advertising displayed by such signs.

(13) Signs erected and overhanging any sidewalk must be placed at least 10 feet above the sidewalk and may extend over the sidewalk a distance equal to one-half the width of the sidewalk, but in no case exceeding 10 feet.

(14) ~~Pole~~Freestanding signs shall be not over 30 square feet in area and shall be located not closer than ~~10 feet to any street right-of-way line and~~ five feet from any ~~other~~ property line.

(15) Professional signs for home occupations, where permitted, shall not exceed two square feet in area, provided, such sign is either a wall or ground sign located not closer than 20 feet to the street right-of-way.

(16) The area of a sign shall be determined by the smallest circle, triangle, or rectangle that can be used to enclose the sign, exclusive of supporting members that bear no message. A sign designed to be viewed from two opposite directions shall be considered as one sign; provided, that the two sign faces shall not be more than two feet apart if parallel, nor form an angle of more than 90 degrees if angular. When more than one sign is permitted on a lot, the net sign area shall be the sum of those signs designed to be viewed from one direction, and such signs shall not be less than 20 feet apart.

(17) Automobile sales lot entrance portals may be permitted. If the portal is internally illuminated it will be considered as a sign. Entrance portal illumination may not exceed five foot-candles measured at any point in front of or to either side of the portal. The entrance portal will be treated as a building-mounted sign if any portion of the portal is located within five feet of the building. If all portions of the portal are located more than five feet from the building, the portal shall be treated as a freestanding sign.

(18) Freestanding signs shall be setback a minimum distance of five feet from any vehicular entrance or exit to a public right-of-way.

(189) A zoning permit is required prior to erecting any permanent sign.

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18.140.040 Business district regulations.

In business districts, the following regulations shall apply:

(1) Sandwich Board Signs.

(a) In any district zoned for business or professional use one sandwich board sign is permitted per storefront and shall be exempt from the provisions of Chapters 18.83 and 18.85 SCC. A sandwich board sign shall be considered to be a type of temporary sign and no sign permit is required. Sandwich board signs in the downtown business district shall be regulated as provided in subsection (4)(d) of this section.

(b) Location.

(i) A sandwich board sign shall be located within the same parcel boundaries as the business it advertises;

(ii) Sandwich boards may be located in a pedestrian right-of-way only when the primary face of the building is less than five feet from the pedestrian right-of-way and must provide at least a 36-inch wide clearance for pedestrian travel;

(iii) Sandwich boards located on any public pedestrian right-of-way shall be placed with the base of the sign perpendicular to and in full contact with the building face.

(c) Size. Sandwich boards shall be no larger overall than four feet in height and two feet in width.

(d) Such sign shall have no illumination of any kind and may be displayed only during the hours the business is open to the public.

(e) Sandwich board signs may advertise products, sales, grand openings, or address any other advertising purpose solely for the business in front of which the sign is located.

(2) For Public Recreation Uses, Community Facilities, Hospitals, and Clinics. Bulletin boards or identification signs shall not exceed 20 square feet in area.

(3) For Gasoline Service Stations. Two pole signs not exceeding 30 square feet each in surface area. Other business signs, the aggregate area of which does not exceed one square foot for each one linear foot of lot adjoining a public street.

(4) For other permitted principal uses, business signs shall be permitted as incidental uses, not to exceed the number of signs nor to exceed the net area for all such signs permitted as follows:

(a) P-1 Professional District. For any use, bulletin boards or identification signs shall not exceed 20 square feet in area. Only one sign per street frontage shall be permitted. Flashing or intermittent illumination is prohibited. Such sign shall be attached to the building or located not closer than ~~one-half the required setback from the street right-of-way~~ five feet from any property line and may have indirect illumination.

(b) B-1 Local Business District. Business signs not to exceed one square foot per five square feet of usable floor area or two square feet per one linear foot of street frontage, whichever is the greater. No sign or portion of any sign shall be erected upon or overhang any public property. No ~~ground~~ freestanding signs shall be located within ~~10~~ five feet of any property line.

(c) B-2 General Business District. Business signs not to exceed two square feet of surface for each one linear foot of lot fronting on a public street, but in no case shall the surface area be limited to less than 50 square feet. All signs shall be mounted either on buildings or on sign display devices affixed permanently to the ground. All ~~ground~~ freestanding signs shall be located not closer than five feet to any property line ~~than one-half the required setbacks~~.

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18.140.050 Industrial district regulations.

In any industrial district, the following regulations shall apply:

(1) Business signs not exceeding one square foot per one linear foot of street frontage. Such sign shall be located not closer than ~~one-half the required setback~~ five feet from ~~all~~ any property lines.

(2) Flashing to intermittent illumination is prohibited.

(3) Billboards and other advertising structures are prohibited. (Zoning ordinance Art. 5, § 8).

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Chapter 18.65

203 B-3 PLANNED BUSINESS DISTRICT

204 Sections:
205 18.65.010 General description.
206 18.65.020 Uses permitted on review.
207 18.65.030 Area regulations.
208 18.65.040 Signs.
209 18.65.050 *Repealed.*

210 18.65.010 General description.

211 The B-3 planned business district is intended to permit the development of neighborhood business areas
212 by one developer in those areas of the city where there are areas of sufficient size in heavily populated
213 sections and where sanitary sewers, street access, and public water supply are adequately provided.
214 Upon completion of development, the ownership and control of the exterior of the buildings, structures,
215 and grounds shall remain under one ownership or control. Within this district, the location of buildings,
216 design of buildings, parking areas, and other open spaces shall be controlled in such a manner that it will
217 not be a detriment to the adjoining residential property or to the neighborhood in general. (Zoning
218 ordinance Art. 4, § 10).

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223 18.65.040 Signs.

224 (1) For each shopping center, one ground sign having a maximum area of 100 square feet, maximum
225 overall height of 30 feet, minimum distance from ~~street~~all property lines of ~~10~~five feet indicating the
226 name of the shopping center. In lieu of the shopping center name, the one sign may designate a business
227 use or a combination of business uses within the center.

228 (2) For each individual business, one sign attached to the building having a maximum area of one square
229 foot for each linear foot of building frontage occupied by a single permitted use.

230 (3) All other regulations of Chapter 18.140 SCC shall apply. (Zoning ordinance Art. 4, § 10).

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235 Chapter 18.70

236 B-4 CULTURAL AND RECREATIONAL PLANNED BUSINESS DISTRICT

237 Sections:
238 18.70.010 General description.

18.70.020 Uses.
 18.70.030 Buildings and improvements.
 18.70.040 Area regulations.

18.70.050 Signs

18.70.0560 Procedure.
 18.70.0670 Existing businesses and projects under construction.
 18.70.0780 Creation of B-4 district advisory board.
 18.70.0890 Building permit required.

18.70.010 General description.

The B-4 cultural and recreational planned business district is intended to promote and permit the development of businesses within certain areas of the city which will be in harmony with the special cultural and recreational uses of the property within the district. Within the district, the location of the buildings, design of buildings, parking areas, and screening, either natural or as designed, shall be controlled in such a manner that the uses will be compatible with each other and be harmonious so as to be nondetrimental to the existing cultural and recreational uses within the district, or to other property within the district developed hereunder. This chapter should not be interpreted as mandating nor attempting to mandate any particular style or architecture or development, but, for the public welfare, is intended to provide for orderly and harmonious development to preserve the character of the district and enhance the value of the property herein. (Zoning ordinance Art. 4, § 11).

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18.70.040 Area regulations.

(1) Lot Area. The minimum lot size shall be sufficient for compliance with all provisions of this district, including but not limited to adequate emergency access, screening required, parking requirements, health and safety requirements, and to enhance and maintain the character of the district.

(2) Front Lot Line. No structure shall be built closer than 35 feet of the front lot line of the lot.

(3) Lot Width, Side Yards, and Rear Yard. No minimum lot width is required and no side or rear yard requirements, except to comply with subsection (1) of this section.

(4) Height Restriction. No building or structures of any type shall be erected within the district that exceed 35 feet in height above the average finished ground elevation adjacent to the front of such building or structure; provided, however, that the city council may, because of unique topographical features, permit a greater maximum height in order to promote the orderly and harmonious development of the district.

(5) Parking. Off-street parking shall be as regulated by Chapter 18.125 SCC. Notwithstanding the foregoing, the planning commission may recommend and council may approve a lesser requirement due to the special nature of the district.

(6) Off-Street Loading and Unloading. Off-street loading and unloading shall be as required by Chapter 18.135 SCC.

18.70.050 ~~(7)~~ Signs.

(a1) For each individual business, one wall sign attached to the building having a maximum area of one and one-half square feet for each linear foot of building frontage occupied by a single permitted use.

(b2) For each individual business, one freestanding sign for each street frontage, which sign shall not exceed 30 square feet, nor exceed the height of 30 feet. Freestanding signs shall be setback a minimum or five feet from all property lines.

(c3) Signs permitted in SCC 18.140.060.

(d4) All other regulations of Chapter 18.115 SCC, as applicable, shall apply. (Zoning ordinance Art. 4, § 11).

18.70.0560 Procedure.

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18.70.0670 Existing businesses and projects under construction.

Businesses in existence or projects under construction (pursuant to the authority of the zoning law applicable to the area at the beginning of such construction) within an area subsequently zoned under this B-4 classification shall not be subject to the requirements hereof unless an alteration or expansion of such use of construction is later requested. (Zoning ordinance Art. 4, § 11).

18.70.0780 Creation of B-4 district advisory board.

There is created hereby a B-4 district advisory board whose membership, term of office, and duties are as follows:

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18.70.0890 Building permit required.

Before a building or structure is constructed or any improvement made within this B-4 district, a building permit shall be obtained from the building official. (Zoning ordinance Art. 4, § 11).

Chapter 18.71

B-5 MIXED-USE BUSINESS DISTRICT

Sections:

18.71.010 General description.

18.71.020 Permitted principal and accessory uses.

18.71.030 Area regulations.

18.71.040 Height regulations.

- 319 18.71.050 Off-street parking.
320 18.71.060 Off-street loading and unloading regulations.
321 18.71.070 Reserved Signs.
322 18.71.080 Requirements for areas devoted to parking or circulation of vehicles.
323 18.71.090 Building facade fenestration.
324 18.71.100 Bicycle parking requirements.

325 **18.71.010 General description.**

326 Pursuant to the general purposes of this chapter, the intent of the B-5 district is to encourage
327 development of mixed land uses and to promote enhancement of the character of development along
328 principal corridors and in other areas. The district regulations are intended to encourage appropriate
329 infill development on undeveloped land, promote adaptive reuse of underutilized buildings or enable
330 redevelopment of properties where continuation of current uses or adaptive reuse is not feasible,
331 depending on the character and needs of particular areas. The district regulations are also intended to
332 safeguard the character of adjoining properties, to maintain existing streetscape character by providing
333 continuity of building setbacks and heights, to enhance public safety and encourage an active pedestrian
334 environment appropriate to the mixed-use character of the district by providing for windows in building
335 facades along street frontages, and to promote an environment that is conducive to preservation of
336 important historic, architectural and cultural features that may exist within the district. Finally, the
337 district regulations are intended to ensure adequate accessible parking and safe vehicular and pedestrian
338 circulation, to facilitate a streetscape with minimum setbacks along principal street frontages and to
339 provide for limited interruption by driveways and vehicular traffic across public sidewalk areas along
340 principal street frontages. (Ord. 2021-25).

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347 **18.71.070 Reserved Signs.**

348 (1) Signs as regulated in Chapter 18.140 SCC and shall be the same as those for B-2, General Business
349 Districts.

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357 **Chapter 18.100**

358 **I-3 PLANNED INDUSTRIAL DISTRICT**

359 Sections:

360 18.100.010 General description.

- 361 18.100.020 Uses permitted.
- 362 18.100.030 Area regulations.
- 363 18.100.040 Height regulations.
- 364 18.100.050 Minimum off-street parking and loading requirements.
- 365 18.100.060 Signage.
- 366 18.100.070 Screening of outdoor storage.
- 367 18.100.080 Uses prohibited.

368 **18.100.010 General description.**

369 The I-3 district is intended to permit industrial development where the use and its operation do not
370 directly adversely affect nearby residential and business uses. The district regulations are designed to
371 allow a wide range of industrial activities subject to limitations designed to protect nearby residential
372 and business districts. (Zoning ordinance Art. 4, § 17).

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379 **8.100.060 Signage.**

380 Signage is as regulated in Chapter 18.140 SCC and shall be the same as those for Industrial Districts.

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

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390 Introduced:

391 Adopted:

392 Effective Date:

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ATTEST: _____

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Kiley A. Kesecker,
Clerk of Council

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Stephen W. Claffey, Mayor