

**Work Session Agenda
Staunton City Council
Rita S. Wilson Council Chambers
September 11, 2025
5:45 p.m.**

- | | | |
|------------------|-----------|--|
| 5:45 p.m. | 1. | Consideration of Work Session and Regular Meeting Agendas |
| 5:50 p.m. | 2. | Update from General Registrar Christi Linhoss Regarding Early Voting and the November Election |
| 6:00 p.m. | 3. | Presentation by Waynesboro Area Refuge Ministry for the Establishment of Day Center for Unsheltered Persons |
| 6:20 p.m. | 4. | Closed Meeting for the Consideration of the Potential Acquisition of Real Property (Includes Dinner Break Until Regular Meeting at 7:00 p.m.) |

**Regular Meeting Agenda
Staunton City Council
Rita S. Wilson Council Chambers
September 11, 2025
7:00 p.m.**

Call to Order

Pledge of Allegiance

Invocation/Moment of Silence—Arrowood

Proclamation—Ovarian Cancer Awareness Month

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 August 28, 2025

A.2. Consideration of Resolution of Support for Revenue Sharing Grant Application to Construct New Sidewalk and Pedestrian Improvements Along Edgewood Road, from North Augusta Street to North Coalter Street

A.3. Consideration of Resolution of Support for Revenue Sharing Grant Application to Construct New Sidewalk and Pedestrian Improvements Along North Augusta Street, from Lambert Street to Terry Court Shopping Center

A.4. Consideration of Resolution for Temporary Easement at 222 Crossing Way

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 Amendment to Title 18, Zoning, of the Staunton City Code, to Add Chapter 18.156, Residential Apiaries

C. Public Hearing and Consideration of Comprehensive Mass Rezoning of Existing, Legally Non-Conforming, Residential Properties in the City's Historic Districts and South Side

**D. Public Hearing and Consideration of Ordinance for Lease Renewal
with New Cingular Wireless**

Matters from the City Manager

Matters from the Public*

Adjournment

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

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	September 11, 2025	City Council
Item #	1	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Values: Integrity Engagement	
Subject:	Work Session and Regular Meeting Agendas	

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

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

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	September 11, 2025	Christi Linhoss General Registrar
Item #	2	
Department:	General Registrar	
Alignment with Staunton Plan (Value/Strategic Area):	Values: Integrity; Inclusion & Equity; Excellence; Engagement Strategic Area: Responsive, Efficient Government	
Subject:	Update from General Registrar Christi Linhoss Regarding Early Voting and the November Election	

Background: City of Staunton General Registrar Christ Linhoss will provide an update to City Council regarding early voting and the November Election.

Attachment: Not applicable.

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	September 11, 2025	City Council
Item #	3	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Values: Environmentally Conscious; Excellence Strategic Areas: Responsive, Efficient Government	
Subject:	Presentation by Waynesboro Area Refuge Ministry for the Establishment of Day Center for Unsheltered Persons	

Background: At the request of Mayor Michele Edwards, the March 27, 2025 City Council Work Session included an agenda item to discuss the establishment of a day center in the City of Staunton to provide services and resources to unsheltered persons in our community.

The proposed day center, to be located in the annex at First Presbyterian Church on Frederick St., has been in the planning stages for many months and hopes to open this fall. Church leaders have been working in partnership with WARM, or Waynesboro Area Refuge Ministry. WARM provides emergency and temporary housing to individuals and families who lack the financial resources to maintain stable housing. WARM is comprised of a group of community leaders, pastors, congregations, volunteers, referral agencies, and professionals who are committed to providing quality homeless services to our community's neediest citizens.

A part of this discussion has been focused on the city financially support the day center with some start up money. Alec Gunn, Executive Director of WARM, will provide more information about the day center and present a budget proposal to City Council.

Attachment: Not applicable.

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	September 11, 2025	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 Consideration of the Potential Acquisition of Real Property	

Suggested Motion: I move to enter a closed meeting for discussion or consideration of the acquisition of real property located on Johnson Street within the City of Staunton for a public purpose where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.

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 M. Beauregard



CITY OF STAUNTON, VIRGINIA

Proclamation

Ovarian Cancer Awareness Month September, 2025

- WHEREAS,** ovarian cancer is one of the most common forms of cancer among women and is responsible for more deaths than any other type of female reproductive cancer; and
- WHEREAS,** it is estimated that more than 20,000 women in the United States will be diagnosed with ovarian cancer in 2025, and nearly 13,000 women will die from this disease in 2025; and
- WHEREAS,** in the Commonwealth of Virginia, it is estimated that 490 women will be diagnosed with ovarian cancer in 2025 and approximately 340 women in the Commonwealth will die of this disease in 2025; and
- WHEREAS,** increasing public understanding of ovarian cancer, including risk factors, signs and symptoms is essential to improving early detection, enhancing outcomes, and supporting women throughout their journey with this disease.

NOW, THEREFORE, BE IT PROCLAIMED by Staunton City Council that September, 2025 is hereby designated as:

Ovarian Cancer Awareness Month

in the City of Staunton, and we encourage the citizens of our community to honor the strength of the survivors, support those currently undergoing treatment, and remember the lives lost fighting this disease.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City to be affixed, adopted this 11th day of September, 2025.

MICHELE D. EDWARDS, MAYOR

ATTEST: _____
CLERK OF COUNCIL

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	September 11, 2025	City Council
Item #:	A	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Area: Responsive, Efficient Government	
Subject:	Consent Agenda	

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

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

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

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

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	September 11, 2025	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 August 28, 2025

Suggested Motions: I move to approve the work session and regular meeting minutes of August 28, 2025 [as presented] [with the following changes: _____].]

City Manager: Leslie Beauregard



City Council
WORK SESSION
August 28, 2025
5:00 p.m.

Council Members present: Mayor Edwards, Vice Mayor Arrowood, and Councilors Campbell, Overholtzer, Park, and Shepherd. Councilor Woods arrived at approximately 5:10 p.m.

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

1. Appointing John Blair as Acting Clerk of Council

Councilor Overholtzer moved to appoint John Blair as Acting Clerk of Council for the Work Session and Regular Meeting.

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

Ms. Park	aye	Mr. Shepherd	aye
Mr. Overholtzer	aye	Vice Mayor Arrowood	aye
Ms. Woods	Absent	Mayor Edwards	aye
Mr. Campbell	aye		

2. Consideration of Work Session and Regular Meeting Agendas

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

Vice-Mayor Arrowood moved to approve the work session and regular meeting agendas as presented.

The motion was seconded by Councilor Park and carried as follows:

Ms. Park	aye	Mr. Shepherd	aye
Mr. Overholtzer	aye	Vice Mayor Arrowood	aye
Ms. Woods	Absent	Mayor Edwards	aye
Mr. Campbell	aye		

50 **3. Update on Staunton Public Library**

51
52 Sarah Skrobis, the Director of Library Services for the City of Staunton, provided her annual
53 update on the Staunton Public Library. She discussed circulation statistics including an overview
54 of digital versus physical circulation of materials. She pointed out that the summer reading
55 program experienced a 46% increase from the summer of 2024. She also highlighted staff training
56 improvements including a dementia-friendly training. She praised the work of the Friends of the
57 Staunton Library and expressed excitement about a new Community Gear Library.

58
59 Mayor Edwards and Vice-Mayor Arrowood discussed the Hoopla program with Ms. Skrobis.
60 Councilor Overholtzer inquired about ebook circulation and praised the library for keeping its
61 physical item circulation statistics even with 2024.

62
63
64 **4. Report on August 14-18 Water Main Break and Boil Water Advisory**

65
66 Dave Irvin, the Director of Public Works, provided the Council with an after action report on an
67 August 14 water main break and subsequent boil water advisory.

68
69 A 16 inch water main experienced a break during the evening of August 14 behind Stocker Street.
70 On the morning of August 15, the City, in consultation with the Virginia Department of Health,
71 issues a boil water advisory notice. In response to the boil water advisory, the City established a
72 water distribution program at schools and Gypsy Hill Park that distributed over 100,000 bottles of
73 water thanks to the work of over 140 volunteers. After two successful tests, the boil water advisory
74 was lifted on the morning of August 18, 2025.

75
76 Mr. Irvin stated that he wanted to work on training more employees on sampling methods. He
77 also mentioned potential improvements to the alert notification provided to residents.

78
79 Councilor Overholtzer inquired about the age of the water main and whether this break could have
80 been anticipated. Mr. Irvin said it could not have been anticipated.

81
82 Councilor Campbell inquired about Richmond Road infrastructure.

83
84 Vice-Mayor Arrowood and Councilor Woods inquired about improvements to public notification
85 of boil water advisories.

86
87 Councilor Overholtzer inquired about whether anyone in the City completely lost water during the
88 event. Mr. Irvin stated that some households did lose water during the event.

89
90 The discussion concluded with Mayor Edwards and the City Manager complimenting staff for its
91 efforts during this event.

92
93
94 **4. Closed Meeting for the Discussion of Disposition of Real Property, Discussion of the**
95 **City Manager's Performance, and Discussion of a Public Contract for Police**
96 **Department Equipment**
97

Councilor Overholtzer moved to enter a closed meeting for (i) discussion of the disposition of publicly held real property located in the Staunton Crossing development related to transportation purposes where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the City of Staunton pursuant to Virginia Code Section 2.2-3711(A)(3); (ii) discussion of the performance of a specific City employee, namely the City Manager pursuant to Virginia Code Section 2.2-3711(A)(1); and (iii) discussion of the potential award of a public contract for Police Department equipment where discussion in an open meeting could adversely affect the bargaining position or negotiating strategy of the City of Staunton pursuant to Virginia Code Section 2.2-3711(A)(29).

The motion was seconded by Councilor Woods and carried as follows:

Mr. Shepherd	aye	Ms. Woods	aye
Ms. Park	aye	Vice Mayor Arrowood	aye
Mr. Overholtzer	aye	Mayor Edwards	aye
Mr. Campbell	aye		

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

The motion was seconded by Councilor Woods and carried as follows:

Mr. Overholtzer	aye	Ms. Park	aye
Ms. Woods	aye	Vice Mayor Arrowood	aye
Mr. Shepherd	aye	Mayor Edwards	aye
Mr. Campbell	aye		

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

John Blair
Acting Clerk of Council

**REGULAR MEETING OF STAUNTON CITY COUNCIL****Thursday, August 28, 2025****7:00 p.m.****Rita S. Wilson Council Chambers**

PRESENT: Mayor Michele D. Edwards
Vice Mayor Brad D. Arrowood
Adam F. Campbell
Jeff L. Overholtzer
Corrie R. Park
Blake N. Shepherd
Alice L. Woods

ALSO PRESENT: Leslie Beauregard, City Manager
John Blair, City Attorney
Amanda Kaufman, Assistant City Manager

Mayor Edwards called the meeting to order: Mayor Edwards 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 Councilor Woods.

MAYOR'S REPORT

Mayor Edwards highlighted that August is Black Business Month and that the Augusta County Library would be hosting a Black business showcase on August 30.

Mayor Edwards also mentioned that the Woodrow Wilson Presidential Library Museum invites the public to its Education Station program each Friday.

ADDITIONAL ITEMS BY MEMBERS OF COUNCIL

Councilor Overholtzer stated that he attended the recent Staunton Music Festival and he was impressed with the quality of the performances at such a reasonable cost. He highlighted the importance of the arts to the community and his appreciation of arts organizations in the community such as the Blackfriars Theater and the Arcadia Project.

Vice-Mayor Arrowood stated that he recently attended a meeting to discuss a housing trust fund for the area.

Councilor Campbell stated that he attended the same housing trust fund meeting and was impressed to see representatives from Waynesboro and Augusta County in attendance. Councilor Campbell also stated that he participated with Councilor Woods and City Manager Beauregard in recent water distribution efforts at Staunton High School. He praised members of Staunton High School's National Honor Society for participating in the water distribution effort.

Councilor Woods stated that the Staunton Redevelopment and Housing Authority has hired Susan Venable as a Needs Assessment and Self Sufficiency Coordinator. Councilor Woods also stated that the Diversity Equity and Inclusion Commission is continuing its work on behalf of Staunton and that the Community Connections Committee will be conducting outreach efforts on behalf of the Commission in the near future.

REGULAR MEETING

A. Consent Agenda

Mayor Edwards 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 Minutes

Work Session and Regular Meeting of August 14, 2025

A.2. Consideration of Approval of Opioid Settlement Claim with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus

A.3. Approval of an Operational Agreement for a Cooperative Partnership Pursuant to Funds Received from the Opioid Abatement Authority

A.4. Consideration of Resolutions Confirming and Ending the August 15, 2025 Declaration of Emergency

A.5. Consideration of Appointments to the Industrial Development Authority of the County of Stafford and the City of Staunton—Dr. Chandra Mason, Zachary Long, and Jeremy Vogel

A.6. Consideration of Proclamation to be Presented in Council Chambers at the September 11, 2025 City Council Meeting—Ovarian Cancer Awareness Month

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

Councilor Woods moved to approve the Consent Agenda as presented.

The motion was seconded by Councilor Park and carried as follows:

Ms. Woods	aye	Ms. Park	aye
Mr. Shepherd	aye	Vice Mayor Arrowood	aye
Mr. Campbell	aye	Mayor Edwards	aye
Mr. Overholtzer	aye		

A RESOLUTION OF THE STAUNTON CITY COUNCIL APPROVING OF THE CITY'S PARTICIPATION IN THE PROPOSED DIRECT SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS, AND DIRECTING THE CITY ATTORNEY TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE CITY'S PARTICIPATION IN THE SETTLEMENT

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its counties and cities, including the City of Staunton, by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services by Staunton's various departments and agencies; and

WHEREAS, the Commonwealth of Virginia and its counties and cities, including the City of Staunton, have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of the Commonwealth and Staunton; and

WHEREAS, a settlement proposal has been negotiated that will cause the following manufacturers of opioids to pay an aggregate of 720 million dollars nationwide to resolve opioid-related claims against them: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus; and

WHEREAS, the City of Staunton has approved and adopted the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (the "Virginia MOU"), and affirms that this pending settlement with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus shall be considered a "Settlement" that is subject to the Virginia MOU, and shall be administered and allocated in the same manner as the opioid settlements entered into previously with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen, opioid manufacturers Janssen Pharmaceuticals, Teva Pharmaceuticals, and Allergan, and retail pharmacy chains CVS, Walgreens, Walmart, and Kroger;

136
137 **WHEREAS**, the City Attorney has reviewed the available information about the proposed
138 settlement with Alvogen, Amneal, Apotex, Hikma, Indivor, Mylan, Sun, and Zydus and has
139 recommended that the City participate in the settlement in order to recover its share of the funds
140 that the settlement would provide;

141
142 **NOW THEREFORE BE IT RESOLVED** that the Staunton City Council, this 28th day
143 of August, 2025, approves of the City's participation in the proposed settlement of opioid-related
144 claims against Alvogen, Amneal, Apotex, Hikma, Indivor, Mylan, Sun, and Zydus, and directs the
145 City Attorney to execute the documents necessary to effectuate the City's participation in the
146 settlement, including the required release of claims against Alvogen, Amneal, Apotex, Hikma,
147 Indivor, Mylan, Sun, and Zydus.

148
149 This Resolution shall be immediately effective.

150
151
152 _____
Michele D. Edwards, Mayor

153 ATTEST: _____
154 Clerk of Council

155
156 Operational Agreement for Cooperative Partnerships for Opioid Abatement Authority Award
157 number COOP015103-0A01

158
159 This Operational Agreement for Cooperative Partnerships for Opioid Abatement Authority
160 Awards ("Agreement") is entered into on the 1st day of July, 2025, for convenience of reference,
161 however the Agreement is not effective until the latest date of the Agreement signatories, by the
162 City of Staunton, County of Augusta and City of Waynesboro (the "Partners").

163
164 WHEREAS, the Partners developed and jointly submitted an application for cooperative
165 partnership funding from the Virginia Opioid Abatement Authority (OAA), Regional Prevention,
166 Education, and Harm Reduction Services which includes the following objectives (hereinafter "the
167 Objectives"):

- 168 • The coordination of regional opioid abatement and prevention services through a new
169 Substance Abuse Prevention Coordinator housed in the City of Waynesboro under the Office on
170 Youth.
171 • Development of mobile healthcare clinic, Nurse Navigator, and Community Health
172 Worker through the Central Shenandoah Health District.

173
174
175 WHEREAS, the OAA approved the Partners' application for this cooperative partnership project;
176 and

177 WHEREAS, the Partners now intend to formalize the Cooperative Partnership; NOW
178 THEREFORE, the Partners hereto do mutually agree as follows:

179
180 1. TERM

The Term of this Agreement shall begin on the date on which this Agreement has been executed and finalized by the Partners and shall remain in full force and effect until June 30, 2026. Should the OAA renew the award for the Cooperative Partnership for fiscal year 2027, this Agreement shall automatically renew on July 1, 2026 for an additional one-year term. Automatic renewals shall continue on an annual basis with each OAA award renewal until June 30, 2030, unless or until the Partners agree not to request a renewal of the award, or the OAA declines to renew the award.

2. FISCAL AGENT

The Partners agree that Augusta County shall serve as the fiscal agent for the Cooperative Partnership. The fiscal agent shall receive and manage all funding awarded by the OAA directly to the Cooperative Partnership. The Partners agree to transmit to the fiscal agent all portions of their direct distributions of funds from the settlement administrator and/or individual distributions awarded by the OAA that have been pledged to the Cooperative Partnership, and the fiscal agent shall receive and manage those funds as well. The fiscal agent shall be responsible for assuring proper fiscal management of and accounting for all grant money awarded to the Cooperative Partnership. The fiscal agent shall also be responsible for submitting all reports required by the OAA, including but not limited to, financial reports, performance reports, budget amendments, and grant closeout final reports, on behalf of the Cooperative Partnership.

3. USE OF GRANT FUNDS

The Partners agree that all funds distributed to the Cooperative Partnership from the OAA shall only be used in compliance with Virginia Code § 2.2-2370 and any guidance issued by the OAA regarding the foregoing code section. The Partners also agree that all funds distributed to the Cooperative Partnership from the OAA shall only be used in compliance with the Virginia Opioid Abatement Authority Grant Awards Terms and Conditions for Awards to Cooperative Projects Involving Multiple Cities and/or Counties. Additionally, the Partners agree that the primary mission of the Cooperative Partnership shall not conflict with the OAA's mission as it is defined in Virginia Code § 2.2-2366.

Specifically, the Partners agree that all funds awarded to the Cooperative Partnership from the OAA shall be used only for costs related to the Objectives . All funds awarded to the Cooperative Partnership shall be used only for direct costs that can be specifically identified and attributed to the Cooperative Project and/or the Cooperative Project's measurable activities.

4. STANDARDS OF PARTNERSHIP EFFORTS

The Partners agree that they shall collaborate to establish policies, guidelines, and standards for implementation of any and all parts of the Cooperative Partnership. Such policies, guidelines, and standards shall be documented and revised by agreement of the Partners as necessary. The Partners further agree to follow all policies, guidelines, and standards established by the Cooperative Partnership when undertaking any action related to or to implement any and all parts of the Cooperative Partnership.

5. BUDGET FOR COOPERATIVE PARTNERSHIP

The Partners agree that no purchase or expenditure made by a participating locality in furtherance of the Cooperative Partnership shall exceed the budget and revenue matches outlined in the Partners' cooperative partnership application, which is included herein as Exhibit 1. Should the budget or revenue matches for the Cooperative Partnership be modified or amended through future renewal applications to the OAA, such modified or amended budget and revenue matches shall supersede previous budget and/or revenue matches.

The Partners agree to present any proposed budget or revenue match modification or amendment to the fiscal agent. No modification or amendment shall be made to the Cooperative Partnership's proposed budget or revenue matches without full agreement of the participating localities.

6. STAFFING (if applicable)

The Partners agree that other individuals may be hired and employed as part of the Cooperative Partnership by any of the participating jurisdictions, as outlined in Exhibit 1. The Partners shall collaborate to develop written hiring criteria and performance standards for each job position developed as part of the Collaborative Partnership, which shall be adhered to by the Partners in their hiring, supervision, and evaluation of any employee. The Partners shall be solely responsible for the actions of their respective employees.

Requests for reimbursement or payment of any salary, benefits, or other expenses related to the hiring and employment of individuals as part of the Cooperative Partnership from the funds distributed by the OAA shall be submitted to the fiscal agent. Only those staffing

positions and their related costs outlined in Exhibit 1 shall be eligible for reimbursement or payment from funding awarded for the Cooperative Partnership. Such requests for reimbursement shall not exceed the budgeted agreement as outlined in Exhibit 1. The fiscal agent in collaboration with the Partners, shall determine the necessary documentation that must be submitted in support of any reimbursement request. Whether any request for reimbursement or payment is a direct cost and therefore reimbursable under the terms of the OAA grant shall be determined by the fiscal agent. Only those positions outlined in Exhibit 1 shall be eligible.

7. PURCHASES

The Partnership agrees that any jurisdiction participating in the Cooperative Partnership may make purchases in furtherance or in relation to the Cooperative Partnership, including, but not limited to, labor, services and materials for the programs. Requests for reimbursement or payment of such purchases from the funds distributed by the OAA shall be submitted to the fiscal agent within thirty (30) days of the payment or purchase. Only those purchases that fall within the described costs in Exhibit 1 shall be eligible for reimbursement or payment from funding awarded for the Cooperative Partnership. Such requests for reimbursement shall not exceed the budgeted agreement as outlined in Exhibit 1. The fiscal agent, in collaboration with the Partnership, shall determine the necessary documentation that must be submitted in support of any reimbursement request. Whether any request for reimbursement or payment is a direct cost and therefore reimbursable under the terms of the OAA grant shall be determined by the fiscal agent.

The Partnership shall agree in advance to the use of a competitive grant or bid process for purchasing any goods or services in furtherance of the Cooperative Partnership. Should the

Partnership agree to the use of a competitive grant or bid process, the fiscal agent shall be responsible for pursuing such process on behalf of the Partnership and shall ensure that any procurement contract is consistent with the procurement standards set forth in the Virginia Public Procurement Act, Virginia Code § 2.2-4300 et seq.

8. REPORTING

The Partnership agrees to provide all performance data, financial data, and any other data and information related to the Cooperative Partnership at the request of the fiscal agent in furtherance of reporting obligations for the Cooperative Partnership. Should a Partner fail to provide any data or information requested, the fiscal agent reserves the right to withhold payment of any reimbursement requests for costs or expenditures made in furtherance of the Cooperative Partnership until such information is provided.

9. AUDITS

The Partnership shall maintain full and accurate records with respect to all matters covered under this Agreement and any terms or conditions imposed by the OAA in relation to the Cooperative Partnership. Upon reasonable notice in writing, the fiscal agent, or a representative thereof, shall have the right to inspect and audit each Partner's records, and each Partner shall provide the fiscal agent access to all its records which relate directly or indirectly to this Agreement and the Cooperative Partnership at each Partner's place of business during regular business hours. The Partnership agrees to retain all records

pertaining to this Agreement and the Cooperative Partnership and shall make them available to the fiscal agent upon request for five (5) complete calendar years following expiration of this Agreement. The Partnership agrees to provide such assistance as may be necessary to facilitate the fiscal agent's inspection or audit to ensure compliance with applicable standards.

If an inspection or audit pursuant to this section discloses that services provided or purchases made by a Partner were not consistent with the objectives of the Cooperative Partnership, not in compliance with Virginia Code § 2.2-2370 and any guidance issued by the OAA, or not in compliance with the terms and conditions of this Agreement, the Partner shall refund any reimbursement received for any such services or purchases within thirty (30) days of the fiscal agent's request. If the Partner disagrees with the fiscal agent's determination, the Partner may request in writing reconsideration by all Partners to the Cooperative Partnership within thirty (30) days of the fiscal agent's decision. Cooperative Partnership shall review and respond to the reconsideration request within 30 days of receipt of request to reconsider.

Any individual Partner shall, upon reasonable notice in writing, shall be able to view, copy, and inspect all Partnership records.

10. COMPLIANCE WITH LAW AND POLICY

The Partnership shall at all times comply with all applicable laws, rules, regulations, and ordinances. Each Partner shall work within its jurisdiction's policies and mandates. Nothing contained in this Agreement shall supersede the statutes, rules, employer policies, and regulations that govern each Partner. To the extent that any provision of this

Agreement is inconsistent with any such statute, rule, employer policy, or regulation, the statute, rule, employer policy, or regulation shall prevail.

11. WAIVER

The failure of any Partner to enforce any of the provisions of this Agreement, or any rights with respect hereto, will in no way be considered a waiver of such provisions or rights, and in no way will it affect the validity of this Agreement. The failure of any Partner to enforce any of such provisions or rights will not prejudice such Partner from later enforcing or exercising the same or any other provisions or rights which it may have under this Agreement.

12. INSURANCE/RISK MANAGEMENT

The Partnership agrees that they each shall be responsible for maintaining all insurance policies from and after the date on which this Agreement is finalized that are necessary to provide sufficient coverage for their employees and property related to the Cooperative Partnership. The Partnership further agrees that they each shall be responsible for their own risk management of their employees and property related to the Cooperative Partnership.

13. ENFORCEMENT

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to its conflict of law provisions. Exclusive jurisdiction and venue for any litigation arising out of or involving this Agreement shall be in the Circuit Court of Augusta County.

14. NOTIFICATION

All notices required by this Agreement shall be directed to the following for each Partner:

Name of City/County Name of City/County

Name: Timothy Fitzgerald Name: Leslie Beauregard

Title: Augusta County Administrator Title: City Manager, Staunton

Address: 18 Government Center Lane, Verona, VA 24481 Address: 116 W

Beverley Street, Staunton VA 24401

Phone: 540-245-5600 Phone: 540-332-3812

Email: tfitzgerald@co.augusta.va.us

Email: beauregardlm@ci.staunton.va.us

Name of City/County Name of City/County

Name: Michael Hamp Name: Anna Leavitt (City of Waynesboro)

Title: City Manager, Waynesboro Title: CAPSAW Executive Director

Address: 503 West Main Street, Suite 210,

Waynesboro, VA 22980 Address: 900 Nelson Street

Staunton, VA 24401

Phone: 540-942-6600 Phone: 540-292-0017

Email: HampMG@ci.waynesboro.va.us

Email: valleycapsaw@gmail.com

360
361
362 15. TRANSFER AND ASSIGNMENT
363

364 The Partnership shall not, voluntarily or involuntarily, by operation of law or otherwise, transfer
365 or assign this Agreement or any rights hereunder.

366 16. COUNTERPARTS
367

368 This Agreement may be executed in one or more counterparts each of which shall be deemed an
369 original but all of which together shall constitute one and the same instrument. Signed signature
370 pages may be transmitted as an attachment to an email, and any such signature shall have the same
371 legal effect as an original.
372

373 17. ENTIRE AGREEMENT
374

375 The terms of this Agreement constitute the entire agreement of the Partnership relating to the
376 subject matter hereof. All prior negotiations, representations and agreements relating to the subject
377 matter hereof between the Partners are merged herein. This Agreement may be modified or
378 amended only by written instrument executed by all Partners.

379 This Agreement is not intended to amend any existing contracts or other agreements between the
380 Partners.

381 IN WITNESS WHEREOF, the Partnership has executed this Agreement effective as of the date
382 of execution.

383 Augusta County, City of Waynesboro,
384 VIRGINIA VIRGINIA
385

386 By: By:

387
388 Name: _Timothy Fitzgerald Name: Michael Hamp
389

390 Title: County Administrator Title: City Manager
391

392 Date: Date:
393
394

395 City of Staunton,
396 VIRGINIA
397

397 By:
398

399 Name: _Leslie Beauregard
400

401 Title: _City Manager
402

403 Date:
404

**RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
CONSENTING TO AND CONFIRMING DECLARATION OF A LOCAL
EMERGENCY BEGINNING AUGUST 14, 2025**

Recitals

- A. Virginia Code § 44-146.21 authorizes the declaration of a local emergency;
- B. Section 11 of the Charter of the City of Staunton also grants broad powers to City Council;
- C. Retroactive to August 14, 2025, Leslie M. Beauregard, City Manager and Emergency Management Director of the City of Staunton, Virginia declared a local emergency on August 15, 2025; and
- D. These recitals are an integral part of this resolution.

NOW, THEREFORE, the Council of the City of Staunton, Virginia:

1. **CONFIRMS, RESOLVES, AND DECLARES**, pursuant to Virginia Code § 44-146.21 and such other applicable laws, including, but not limited to, the powers granted by the Charter of the City of Staunton, Virginia, that on August 15, 2025, the Council of the City of Staunton, Virginia, could not and did not convene due to the exigent circumstances and that a local emergency did exist throughout the City of Staunton, Virginia, and
2. **RESOLVES** that now and retroactively to and including August 14, 2025, Council **CONSENTS** to and **CONFIRMS** such declaration of local emergency, and **RATIFIES** and **AFFIRMS** that all City officials are granted such authority, pursuant to extant law, in such circumstances to take all actions, to the fullest extent permitted by law, to prevent or alleviate the damage, loss, hardship or suffering threatened or caused or being caused by such local emergency; and

Introduced: August 28, 2025

Adopted: August 28, 2025

Effective: Retroactively as provided

Michele D. Edwards, Mayor

Attest: _____

Clerk of Council

**RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
ENDING THE AUGUST 15, 2025 DECLARATION
OF A LOCAL EMERGENCY**

The Council of the City of Staunton, Virginia:

RESOLVES AND DECLARES, pursuant to Virginia Code § 44-146.21 and such other applicable laws, including, but not limited to, the powers granted by the Charter of the City of Staunton, Virginia, that the August 15, 2025 declaration of local emergency is ended.

Introduced: August 28, 2025

Adopted: August 28, 2025

Effective: August 28, 2025

Michele D. Edwards, Mayor

Attest: _____
Clerk of Council

B. Public Hearing and Consideration of a Request by John and Juliette Swenson for a Special use Permit at 950 W Beverley Street Under the Provisions of Staunton City Code Section 18.55.060(3)

Planning Manager Tim Hartless stated that John and Juliette Swenson are requesting a Special Use Permit at 950 W Beverley Street for living and sleeping quarters on the ground floor. The property is located on the south side of W Beverley Street in the block between Stafford St and Montgomery Ave. The property was developed in 2008 and the building was formerly used for various business uses including a small hotel and a tea room.

The applicant proposes to use the entire structure as one single-family residence. The property is zoned B-1, Local Business District, and residential use on the ground floor of the building is

permitted only through the special use permit process. The B-1 zoning will not change, and in the future, the property could revert back to business use with no special use permit needed.

City staff has reviewed the request and has identified no issues. Surrounding zoning to the north and south is R-4, High Density Residential, to the east is B-1, Local Business, and to the west is R-2, Low Density Residential. Surrounding uses include single-family, multi-family, and the former Newtown Bakery.

The *City of Staunton, Virginia, Comprehensive Plan 2018-2040*, Future Land Use Map, designates this area as Neighborhood Residential. This designation consists of areas where existing conditions dictate the need for careful consideration of the types and densities of future residential development. The area is characterized as large housing units on small lots. The proposed use as a single-family dwelling is consistent with this designation.

At its July 17, 2025 meeting, the Planning Commission conducted a public hearing on the request. During the public hearing no one spoke in opposition and on a 4-0 vote, the Planning Commission unanimously recommended approval of the request with the following conditions:

1. Residential use of the property shall be limited to one single-family dwelling.
2. A building permit will be required for a change to building code use group. All work must comply with the provisions of the Virginia Uniform Statewide Building Code.

Mayor Edwards 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 matter. 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 from the Public. Please keep your comments to five minutes. 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 else wishing to speak, the public hearing was closed.

Mayor Edwards then asked if the applicant would like to speak.

John Swenson stated that he and his wife, Juliette developed the cottage on the property and that approval of the special use permit would help them broaden the potential uses of the property.

Councilor Park moved that Council adopt the resolution and approve the special use permit with conditions as recommended by the Planning Commission.

The motion was seconded by Councilor Overholtzer and carried as follows:

Ms. Park	aye	Ms. Woods	aye
Mr. Campbell	aye	Vice Mayor Arrowood	aye
Mr. Shepherd	aye	Mayor Edwards	aye
Mr. Overholtzer	aye		

**RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
GRANTING A SPECIAL USE PERMIT FOR
LIVING AND SLEEPING QUARTERS ON THE GROUND FLOOR
AT 5 E FREDERICK STREET (PIN 5736)**

Recitals

E. SEB MEB, LLC, (Applicant), has requested a Special Use Permit at 5 E Frederick Street, identified as parcel identification number (PIN) 5736, in the City of Staunton, Virginia (the Property), to use the ground floor of the existing building located on the Property for living and sleeping quarters (the Project);

F. The Applicant seeks a Special Use Permit pursuant to Staunton City Code (SCC) Section 18.60.070(3) to establish the project;

G. The Property is located within a B-2, General Business District, which, according to SCC Section 18.60.070(3) living and/or sleeping quarters in detached accessory buildings and on the ground and basement floors of main buildings may be permitted on review;

H. The Staunton Planning Commission conducted a public hearing on the request, after notice and advertisement as required by law on July 17, 2025 and recommended approval of the Special Use Permit;

I. Upon consideration of comments received at the public hearing, as well as the factors set forth within Section 18.60.070 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

J. 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:

3. No more than one residential dwelling unit is permitted on the ground floor of the building.
4. A building permit will be required for a change to building code use group. All work must comply with the provisions of the Virginia Uniform Statewide Building Code.

Introduced:

Adopted:

Effective:

Michele D. Edwards, Mayor

Attest: _____

Kiley A. Kesecker, Clerk of Council

C. Public Hearing and Consideration of a Request by SEB MEB, LLC, for a Special Use Permit at 5 E Frederick Street Under the Provisions of Staunton City Code Section 18.60.070(3)(a)

Mr. Hartless stated that SEB MEB, LLC, is requesting a Special Use Permit at 5 E Frederick Street for living and sleeping quarters on the ground floor. The property is located on the north side of E Frederick Street in the block between N New Street and N Augusta Street. The space was formerly used as part of Rask Florist. Rask Florist was located in an adjacent building at 101 N Augusta Street but also utilized the first floor of this building. Rask ceased operations here after a fire at 101 N Augusta Street in February, 2022. Since that time, the first floor of the building has been vacant.

The applicant proposes to use all of the first floor of the building as one residential unit. The property is zoned B-2, General Business, District and residential use of the ground floor of the building is permitted only through the special use permit process. The B-2 zoning will not change, and in the future, the property could revert back to business use with no special use permit needed.

City staff has reviewed the request and has identified no issues. The building is located in a block of E Frederick Street between Mary Baldwin University and the downtown area. This area has

626 limited on-street parking. The limited parking is located on the north side of the street, just as the
627 building is, which limits visibility of the first floor. There is limited pedestrian activity in this block
628 of E Frederick. These factors combined create a difficult environment for business use. This
629 property is located within the central business district parking exempt area and no parking is
630 required for either business or residential uses.

631
632 Surrounding zoning is all B-2, General Business, District. Surrounding uses include the Old
633 YMCA Condominiums, the Frederick House Hotel, Eric Stamer Catering, and a small radio
634 station.

635
636 The *City of Staunton, Virginia, Comprehensive Plan 2018-2040*, Future Land Use Map, designates
637 this area as Neighborhood Residential. This designation consists of areas where existing
638 conditions dictate the need for careful consideration of the types and densities of future residential
639 development. The area is characterized as large housing units on small lots. This designation does
640 not fit well with this block of W Frederick Street and should be evaluated in the current
641 Comprehensive Plan update for a potential designation change. Given the surrounding residential
642 uses (Old YMCA Condos and the Frederick House) as well as the limited on-street parking and
643 pedestrian activity, the proposed use appears to be in character with the surrounding area.

644
645 At its July 17, 2025 meeting, the Planning Commission conducted a public hearing on the request.
646 During the public hearing no one spoke in opposition and on a 4-0 vote, the Planning Commission
647 unanimously recommended approval of the request with the following conditions:

- 648
649 1. Residential use of the property shall be limited to one single-family dwelling.
650 2. A building permit will be required for a change to building code use group. All work must
651 comply with the provisions of the Virginia Uniform Statewide Building Code.

652 Mayor Edwards stated the following:

653
654 “In a moment, I will open the Public Hearing. It is a time that Council sets aside to hear from
655 citizens and others about a specific topic.

656
657 We ask that you please give your name, your address, and then keep your remarks at five minutes
658 or less. When you reach the five-minute time limit, I will let you know that your time limit has
659 expired.

660
661 For our Zoom participants, please raise your hand now if you wish to speak on this particular
662 matter. If you raise your hand during this Public Hearing, you will also be able to raise your hand
663 during this Council meeting for other Public Hearings and Matters from the Public. Please keep
664 your comments to five minutes. Once everyone who wishes to speak has had an opportunity, I will
665 then close the Public Hearing.

666
667 I will now open the Public Hearing, so if you wish to speak, please approach the podium. We will
668 alternate between individuals physically present and those that have their hands raised via the
669 Zoom platform.”

The public hearing was opened.

David Bottenfield, 310 Valley View Dr., stated that the proposed residential use would compliment that portion of downtown. He stated that there is little demand for business space in that portion of downtown.

Conrad Dandridge, owner of 911 E Frederick St. and 1517 E Frederick St., spoke in opposition to the special use permit and stated that he believed that portion of downtown was more active. He also mentioned his plans to re-open the Frederick Street Café and a laundromat in that portion of downtown.

Mr. Bottenfield stated that he disagreed with Mr. Dandridge and stated that there are existing first floor residential units in downtown.

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

Councilor Campbell moved that Council adopt the resolution and approve the special use permit with conditions as recommended by the Planning Commission.

The motion was seconded by Councilor Park and carried as follows:

Mr. Shepherd	aye	Ms. Park	aye
Mr. Campbell	aye	Vice Mayor Arrowood	aye
Ms. Woods	aye	Mayor Edwards	aye
Mr. Overholtzer	aye		

**RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
GRANTING A SPECIAL USE PERMIT FOR
LIVING AND SLEEPING QUARTERS ON THE GROUND FLOOR
AT 950 W BEVERLEY STREET (PIN 1784)**

Recitals

K. John and Juliette Swenson, (Applicant), have requested a Special Use Permit at 950 W Beverley Street, identified as parcel identification number (PIN) 1784, in the City of Staunton, Virginia (the Property), to use the ground floor of the existing building located on the Property for living and sleeping quarters (the Project);

L. The Applicant seeks a Special Use Permit pursuant to Staunton City Code (SCC) Section 18.55.060(3) to establish the project;

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

N. The Staunton Planning Commission conducted a public hearing on the request, after notice and advertisement as required by law on July 17, 2025 and recommended approval of the Special Use Permit;

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

P. 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:

5. Residential use of the property shall be limited to one single-family dwelling.
6. A building permit will be required for a change to building code use group. All work must comply with the provisions of the Virginia Uniform Statewide Building Code.

Introduced:

Adopted:

Effective:

Michele D. Edwards, Mayor

Attest: _____

Kiley A. Kesecker, Clerk of Council

MATTERS FROM THE CITY MANAGER

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

- Shop N Dine Out would be extended an extra day due to the Labor Day holiday.
- The waste pick-up, recycling, and library schedules would change due to the Labor Day holiday.
- The library would begin season Sunday hours starting September 7.

759
760
761 **MATTERS FROM THE PUBLIC**
762

763 Mayor Edwards read the following statement:
764

765 “This part of City Council’s agenda is entitled matters from the public. It is a time that Council
766 sets aside to hear from citizens and others about a wide variety of subjects. A copy of the Staunton
767 City Council's ‘Matters from the Public’ rules is available in paper form at the Clerk’s desk and
768 online at the City of Staunton webpage. You are asked to familiarize yourself with those rules
769 before commenting. Please come to the podium or raise your hand, identify yourself, and complete
770 your remarks within five minutes.”
771

772 Constance Birch, 319 Mary Gray Lane, spoke in opposition to a residential beekeeping zoning
773 ordinance.
774

775 Randy Laird, owner of 23 Middlebrook Ave., thanked the City Council for its service and urged
776 the Council to conduct a geothermal assessment of the Wharf district and to prioritize the Byers
777 Street reopening.
778

779 Eric Milnes, 30 Oak Lane, asked the City Council if it was aware of what was occurring at public
780 facilities. He also inquired about the Staunton Police Department’s ability to require federal agents
781 to identify themselves.
782

783 Deborah Kushner, 1311 N Augusta St., stated that she is concerned about recent arrests in
784 Charlottesville and Harrisonburg. She also stated that she foresees hard times in the future and
785 expressed concerns about the Flock camera system.
786

787
788 There was no one else present wishing to speak.
789

790 **ADJOURNMENT**
791

792 There being no further business to come before Council, the meeting adjourned at 7:50 p.m.
793
794
795

796
797

John C. Blair, II
Acting Clerk of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	September 11, 2025	Susan Wilson Transportation Planner
Item #	A.2	
Department:	Public Works Engineering	
Alignment with Staunton Plan (Value/Strategic Area):	Values: Excellence; Environmentally Conscious Strategic Area: Infrastructure	
Subject:	Consideration of Resolution of Support for Revenue Sharing Grant Application to Construct New Sidewalk and Pedestrian Improvements Along Edgewood Road, from North Augusta Street to North Coalter Street	

Background: The Virginia Department of Transportation (VDOT) has notified localities that applications may now be submitted to VDOT for revenue sharing projects to be funded under VDOT fiscal year 2027. Under the Revenue Sharing program, VDOT will reimburse localities for typically 50% of eligible costs for projects accepted into the program. The deadline for submitting applications in the current funding round is September 15, 2025.

The Engineering Division of the Public Works Department is recommending that City Council consider approving a Revenue Sharing application to VDOT to construct new sidewalk and pedestrian improvements along Edgewood Road, from North Augusta Street to North Coalter Street. The project was included in the Capital Improvement Plan FY2026-FY2030, amended in August 2025, and in the Staunton Comprehensive Plan 2018-2040, adopted by City Council in July 2019.

Additionally, VDOT SMARTSCALE funding was awarded for the project; however, more recent cost estimates identified that the anticipated cost increased beyond the available SMARTSCALE funding. Thus, any Revenue Sharing funding secured will help supplement the cost to the City for the shortfall. The project is currently in design phase.

If Revenue Sharing funds are awarded, the Implementation of the sidewalk and other pedestrian

improvements in this area will provide a much needed pedestrian connection and accessibility between North Augusta and North Coalter Streets.

The most recent cost estimate for the project is \$4,946,463.72 total, with \$3,633,653.00 of VDOT SMARTSCALE funding available; this leaves a shortfall of \$1,312,810.72. Staff recommends that the City request \$656,406 in VDOT Revenue Sharing funds for the project with the remainder of the shortfall funds coming from the City's reserves.

Attachment: Draft Resolution

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

Suggested Motion: I move to adopt the resolution as presented approving submittal of an application to the Virginia Department of Transportation for Revenue Sharing funds to pay for eligible costs of constructing a sidewalk and other pedestrian improvements along Edgewood Road, from North Augusta Street to North Coalter Street.

City Manager: Leslie M. Beauregard

**RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
APPLYING FOR \$656,406 IN VIRGINIA DEPARTMENT OF
TRANSPORTATION REVENUE SHARING FUNDS**

At a regularly scheduled meeting of the Staunton City Council held on September 11, 2025, the following resolution was adopted:

WHEREAS, the Staunton City Council desires to submit an application for an allocation of funds of up to \$656,406 through the Virginia Department of Transportation (VDOT) Fiscal Year 2027, Revenue Sharing Program, with funding anticipated in the City's FY2029-2030; and,

WHEREAS, \$656,406 of these funds are requested to fund a sidewalk and pedestrian improvements along Edgewood Road, from North Augusta Street to North Coalter Street; and,

WHEREAS: The Staunton City Council hereby supports this application for an allocation of \$656,406 through the Virginia Department of Transportation Fiscal Year 2027 Revenue Sharing Program; and,

WHEREAS: If awarded the VDOT Revenue Sharing funds, the City of Staunton will use this funding to supplement the VDOT SMARTSCALE funding already awarded for the Edgewood Road Sidewalk Project.

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

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

ADOPTED this 11 day of September 2025.

Introduced: September 11, 2025

Adopted: September 11, 2025

Effective: September 11, 2025

Michele Edwards, Mayor

Attest: _____

John Blair, Acting Clerk of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	September 11, 2025	Susan Wilson Transportation Planner
Item #	A.3	
Department:	Public Works Engineering	
Alignment with Staunton Plan (Value/Strategic Area):	Values: Excellence ; Environmentally Conscious Strategic Area: Infrastructure	
Subject:	Consideration of Resolution of Support for Revenue Sharing Grant Application to Construct New Sidewalk and Pedestrian Improvements Along North Augusta Street, from Lambert Street to Terry Court Shopping Center	

Background: The Virginia Department of Transportation (VDOT) has notified localities that applications may now be submitted to VDOT for revenue sharing projects to be funded under VDOT fiscal year 2027. Under the Revenue Sharing program, VDOT will reimburse localities for typically 50% of eligible costs for projects accepted into the program. The deadline for submitting applications in the current funding round is September 15, 2025.

The Engineering Division of the Public Works Department is recommending that City Council consider approving a Revenue Sharing application to VDOT to construct new sidewalk and pedestrian improvements along North Augusta Street, from Lambert Street to Terry Court Shopping Center. The project was included in the Capital Improvement Plan FY2026-FY2030, amended in August 2025, and in the Staunton Comprehensive Plan 2018-2040, adopted by City Council in July 2019. Implementation of the sidewalk and other pedestrian improvements along this section of North Augusta Street will greatly improve accessibility in this area.

The most recent cost estimate for the project is \$5,811,676. Staff recommends that the City request \$2,905,838 in VDOT revenue sharing funds for the project with the remainder of the funds coming from the City's reserves.

Attachment: Draft Resolution

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

Suggested Motion: I move to adopt the resolution as presented approving submittal of an application to the Virginia Department of Transportation for Revenue Sharing funds to pay for eligible costs of constructing a sidewalk and other pedestrian improvements along North Augusta Street, from Lambert Street to Terry Court Shopping Center.

City Manager: Leslie M. Beauregard

**RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
APPLYING FOR \$2,905,838 IN VIRGINIA DEPARTMENT OF
TRANSPORTATION REVENUE SHARING FUNDS**

At a regularly scheduled meeting of the Staunton City Council held on September 11, 2025, the following resolution was adopted:

WHEREAS, the Staunton City Council desires to submit an application for an allocation of funds of up to \$2,905,838 through the Virginia Department of Transportation Fiscal Year 2027, Revenue Sharing Program, with funding anticipated in the City's FY2029-2030; and,

WHEREAS, \$2,905,838 of these funds are requested to fund sidewalk and pedestrian improvements along North Augusta Street, from Lambert Street to Terry Court Shopping Center; and,

WHEREAS: The Staunton City Council hereby supports this application for an allocation of \$2,905,838 through the Virginia Department of Transportation Fiscal Year 2027 Revenue Sharing Program.

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

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

ADOPTED this 11 day of September 2025.

Introduced: September 11, 2025

Adopted: September 11, 2025

Effective: September 11, 2025

Michele Edwards, Mayor

Attest: _____

John Blair, Acting Clerk of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	September 11, 2025	Amanda DiMeo Director of Economic Development John C. Blair, II City Attorney
Item #	A.4	
Department:	Economic Development City Attorney	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Economic Development; Infrastructure	
Subject:	Consideration of Resolution for Temporary Easement at 222 Crossing Way	

Background: On November 11, 2010, the Staunton City Council and the Staunton Economic Development Authority entered into a Contribution Agreement. This document memorialized that the City of Staunton provided \$15,000,000 to the Virginia Department of Behavioral Health and Developmental Services for the former Western State Hospital campus.

The property of the former Western State Hospital campus was deeded to the Staunton Economic Development Authority.

In recognition of the \$15,000,000 investment, the Staunton Economic Development Authority agreed not to convey any of the property without the express consent of the Staunton City Council.

The Virginia Department of Transportation (VDOT) is requesting a temporary easement to perform improvements for a shared use trail at 222 Crossing Way which is part of the property subject to the 2010 Contribution Agreement. The temporary easement encompasses approximately sixty-four (64) square feet.

The Staunton Economic Development Authority approved the temporary easement at its June 26, 2025 meeting.

Attachments:

Attachment 1—Proposed Temporary Easement

Attachment 2—2010 Contribution Agreement

Attachment 3—Resolution

City Manager's Recommendation: Approve the resolution as presented.

Suggested Motion: I move to approve the resolution as presented.

City Manager: Leslie M. Beauregard

TAX MAP # 12412

UPC 005
PARCEL 119651

**PREPARED BY VDOT
UNDER SUPERVISION OF THE
OFFICE OF THE ATTORNEY GENERAL**

Exempted from recordation taxes
and fees under Sections 58.1-811(A)(3),
58.1-811(C)(5), 58.1-3315, 25.1-418,
42.1-70, 17.1-266, 17.1-279(E), and 58.1-811(D)

THIS AGREEMENT, made this _____ day of _____ 2025, by and
between **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF STAUNTON, VIRGINIA**
(Successor to the Industrial Development Authority of the City of Staunton, Virginia) "Grantor",
and the **COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION**, "Grantee",

WITNESSETH:

In consideration of the good will and public benefit to be derived from this donation including the improvement of the roads of the Commonwealth, and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor grants and conveys to the Grantee the temporary right and easement to use the area located in the City of Staunton, Virginia from opposite Station 127+11.74 to opposite Station 127+35.31, containing 64 square feet, (0.002 acre), more or less, and as shown outlined in ORANGE on a photocopy of Sheet Nos. 6 and 6RW for the proper execution of the work, a copy of which is hereto attached as a part hereof to be recorded simultaneously herewith and in the State Highway Plat Book _____, Page _____, said temporary easement to terminate at such time as the construction of the project is completed.

And being a part of the same land acquired by the Grantor from the Commonwealth of Virginia, Department of Behavioral Health and Development Service (formerly Department of Mental Health, Mental Retardation and Substance Abuse Services, by Deed dated April 23, 2010

and recorded in the Clerk's Office of the Circuit Court of the City of Staunton as Instrument Number 100000926.

The Grantor by the execution of this instrument acknowledges that the plans for the project as they affect the Grantor's property have been fully explained to the Grantor or the Grantor's authorized representative.

The Grantor by the execution of this instrument acknowledges that the easement being conveyed hereunder is being donated to the Commonwealth of Virginia for highway use or associated uses. The Grantor also acknowledges that the Grantor is entitled to be compensated for the easement hereby conveyed and, pursuant to Virginia Code Section 25.1-417 and by this donation, hereby waives Grantor's right to an appraisal and compensation.

The Grantor covenants and agrees for the Grantor their heirs, successors and assigns, that the consideration hereinabove mentioned shall be in lieu of any and all claims to compensation for said easement, and for damages, if any, to the value of the lands of the Grantor which may result by reason of the use to which the Grantee will put the easement being conveyed. This paragraph, however, does not apply to any physical damages caused by the Grantee, its agents and contractors done to the Grantor's remaining property during construction of the aforesaid project.

By accepting and recording this deed, the Grantee accepts the donation of the before described real estate.

SIGNATURE(S) AND NOTARY CERTIFICATE(S) ON FOLLOWING PAGE(S)

WITNESS the following signature(s) and seal(s)

Economic Development Authority of The City of Staunton, Virginia

_____(SEAL)
William Vaughn, Economic Development Authority Chair

STATE OF _____)
CITY/COUNTY OF _____) to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by William Vaughn, Economic Development Authority Chair, on behalf of the Economic Development Authority of the City of Staunton, Virginia.

Notary Public

Registration #: _____

My commission expires: _____

GRANTEE'S MAILING ADDRESS:

Virginia Department of Transportation
Right of Way and Utilities Section
(INSERT DISTRICT ADDRESS

PROJECT _____
UPC _____
PARCEL _____

Project No.0250-132-371, R201
 UPC No. 119651
 Parcel No. 005

Landowner: Economic Development Authority of the City of Staunton, Virginia
 Property Address: 222 Crossing Way, Staunton, VA 24401
 Landowner Address: P.O. Box 58, Staunton, VA, 24402

Name of Bank/Mortgage Co.: _____

Property Address: _____

Property Owner(s)/Mortgagee(s): _____

Loan No.: _____

Lender's Mailing Address: _____

Contact Person at Lender: _____ Phone No.: _____

Are you currently in bankruptcy? (Circle one) Yes No

To Whom It May Concern:

The above described property is currently encumbered by an existing mortgage that is held by your institution. We, the undersigned property owners, hereby authorize the Virginia Department of Transportation ("VDOT") and its employees to seek, obtain and review any and all information in your possession or under your control pertaining to the above referenced mortgage.

Please consider this letter as our official request and authorization for you to disclose and provide all requested information (including copies) concerning this mortgage transaction to VDOT as they may request. Copies of this authorization shall be valid as if an original.

Economic Development Authority of
 The City of Staunton, Virginia

By: _____(SEAL)
 William Vaughn

Title: Economic Development Chair

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,

2025, by William Vaughn, Economic Development Chair, on behalf of the Economic Development Authority of the City of Staunton, Virginia.

 Notary Public

Registration Number: _____

My Commission expires: _____

AFFIDAVIT OF AUTHORITY

I, William Vaughn, first being duly sworn, do swear or affirm that the following statements are true to the best of my knowledge, information and belief:

1. That the property, depicted in the attached plan sheet or plat, is owned by **Economic Development Authority of the City of Staunton, Virginia** (the "Business Entity.")
2. That I am the Economic Development Director of said Business Entity.
3. That I warrant and represent that by virtue of my position I have the full and unrestricted authority to execute all documents binding upon the Business Entity described and to waive or claim any rights to which it may be entitled

Economic Development Authority of the
City of Staunton

By: _____ (SEAL)
William Vaughn

Title: Economic Development Chair

Commonwealth of _____

City/County of _____

Subscribed and sworn to before me this _____ day of _____, 2025 by

William Vaughn, Economic Development Chair for Economic Development Authority of the
City of Staunton, Virginia.

Notary Public

Registration #: _____

My commission expires: _____

CONTRIBUTION AGREEMENT

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

1. Recitals.

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

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

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

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

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

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

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

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

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

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

2. City Commitments.

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

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

3. Authority Commitments.

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

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

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

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

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

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

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

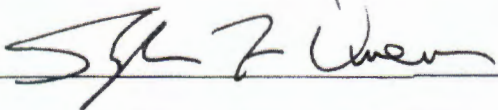
If to the Authority: Economic Development Authority of the City of Staunton,
 Virginia
 P. O. Box 58
 Staunton, Virginia 24402-0058
 Attn: Chairman

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

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

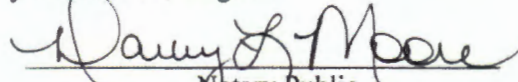
6. **No Third-Party Beneficiary.** This agreement shall not create and shall not be construed, interpreted, or applied in any way to create or give rise to the existence or claim of existence of third-party beneficiary status

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

By: 
Stephen F. Owen, City Manager

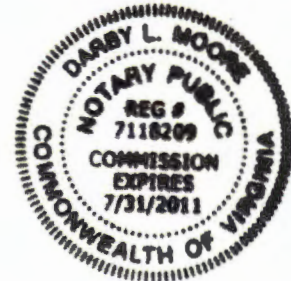
COMMONWEALTH OF VIRGINIA
In the City of Staunton

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


Notary Public

7118209
Registration Number

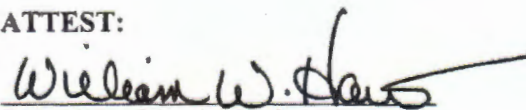
My commission expires: 7/31/2011



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

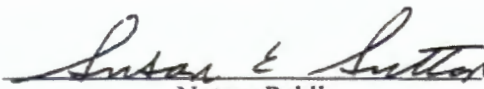
By: 
Don Wilson, Chairman

ATTEST:


Secretary of the Authority

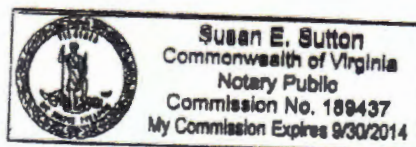
COMMONWEALTH OF VIRGINIA
In the City of STAUNTON

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


Notary Public

189437
Registration Number

My commission expires: 9-30-2014



**RESOLUTION
OF THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
CONSENTING TO PROPOSED TEMPORARY CONVEYANCE BY ECONOMIC
DEVELOPMENT AUTHORITY OF A PORTION OF STAUNTON CROSSING PROPERTY
TO THE VIRGINIA DEPARTMENT OF TRANSPORTATION, CONSISTING OF .0002 ACRES
AND IDENTIFIED AS PARCEL IDENTIFICATION NUMBER 12412**

RECITALS

A. The City of Staunton, Virginia (City), a municipal corporation of the Commonwealth of Virginia, and its Economic Development Authority (EDA), a separate entity and political subdivision of the Commonwealth of Virginia, entered into an agreement dated November 11, 2010 (Contribution Agreement) under which the City essentially would make available the funding contemplated for the EDA to acquire for economic development purposes what was then known as the "WSH" property from the Commonwealth of Virginia, totaling approximately 278 acres, now known as Staunton Crossing (Crossing Property), located in the City of Staunton, Virginia near U.S. Route 250, Interstate 81 and Interstate 64;

B. Under Section 3.3 of the Contribution Agreement, the City and the EDA stated and agreed, in part, as follows: "The Authority shall not license, lease, sell, encumber, alienate, grant or convey or relinquish all or any portion or interest or use, including but not limited to an easement of any type, or authorize any letter or memorandum of intent for such, of the WSH property without the express consent of City Council;"

C. The EDA has approved a temporary easement over .0002 acres of 222 Crossing Way, Staunton, Virginia, identified as Parcel Identification Number 12412, to the Virginia Department of Transportation for improvements to a shared use path;

D. The Council of the City of Staunton, Virginia, after briefing and review and further consideration and reliance upon the information provided to it, has concluded that on its behalf and on behalf of the City, by this resolution, gives its consent to the proposed conveyance to the Virginia Department of Transportation; and

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Staunton, Virginia, that consistent with the provisions of section 3.3 of the Contribution Agreement, the City gives its consent, to the EDA's temporary conveyance of a portion of 222 Crossing Way, Staunton, and identified as Parcel Identification Number 12412, to the Virginia Department of Transportation.

Adopted this 11th day of September, 2025.

Michele D. Edwards, Mayor

ATTEST: _____
John C. Blair, Acting Clerk of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	September 11, 2025	Tim Hartless Planning Manager Meggie Taylor Long Range Planner
Item #	B	
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 an Amendment to Title 18, Zoning, of the Staunton City Code, to Add Chapter 18.156, Residential Apiaries	

Background: At the June 19, 2024, Planning Commission meeting, staff introduced a new Residential Apiary chapter to Title 18 of the Staunton City Code. The proposal allowed beekeeping as an accessory use for single or two-family dwellings in residential and professional zoning districts. Since that meeting, staff has incorporated additional input from local beekeepers, resulting in minor revisions to the proposed ordinance, primarily to the fly zone barrier requirements. These changes are redlined in the attached document for Council's review.

Planning commissioners raised the following questions and, City staff offers the following explanations:

Is the definition of "Bee" sufficient? The definition provided in the draft – "Bee" means the honeybee, *Apis mellifera* and genetic variations thereof; and may include other hymenopterous insects that depend on pollen and nectar for food – is directly from the Virginia State Code.

Staff is hesitant to deviate from the state code's definition. Maintaining consistency with state law provides a clear, established legal framework and avoids potential conflicts or ambiguities that could arise from a different definition. The state code's definition is intended to encompass the specific insects related to beekeeping for regulatory purposes.

Will allowing a temporary increase be difficult to enforce? At the last meeting, a concern was raised regarding the enforceability and necessity of Section 18.156.030(2)(e), which allows for a temporary increase in the number of bee colonies for queen mating or swarm control.

While acknowledging the enforcement challenges, it's worth providing clarification on why this provision is considered a vital component of responsible beekeeping practices, based on input from local beekeeping experts. Honeybee colonies naturally experience significant population growth, or "booms," particularly during the spring months, typically around March and April, which is a natural trigger for a colony to swarm. A "swarm" occurs when a portion of the bee colony, including the old queen, leaves the original hive to establish a new one elsewhere; while a natural process, swarms can be perceived as a nuisance or cause concern for neighbors if they land in undesirable locations.

To proactively manage this natural swarming instinct and prevent unwanted swarms, responsible beekeepers employ a technique called "splitting" hives, which involves dividing an existing, strong colony into two or more smaller, new colonies, thereby creating additional hives for a temporary period. The purpose of splitting is to mimic the natural swarming process in a controlled manner, significantly reducing the likelihood of the original colony swarming naturally and unpredictably.

While a responsible beekeeper intends to rehome or relocate these newly created splits, the process of finding suitable new locations and safely moving the bees takes time, and the sixty-day period proposed in the draft amendment provides a reasonable window for beekeepers to manage these temporary increases, allowing them to prevent uncontrolled swarms, support colony health, and allow for rehoming. While enforceability remains a consideration, the inclusion of this "temporary increase" provision is crucial for promoting responsible and effective beekeeping within an urban residential environment, ultimately helping to mitigate potential issues related to uncontrolled swarming.

Attachments:

Attachment 1—Draft SCC 18.156, Residential Apiaries

Attachment 2—Draft Ordinance of Zoning Text Amendment

Planning Commission Recommendation:

At its August 21, 2025 meeting, the Planning Commission conducted a public hearing on residential apiaries. During the public hearing no one spoke in opposition; however, one speaker did urge the commission to consider a less dense vegetative requirement during the winter months and to shorten the height of the fly zone barrier. On a 5-0 vote, the Planning Commission unanimously recommended approval of the amendment as proposed.

Suggested Motion: I move that Council adopt the ordinance and approve the amendment as recommended by the Planning Commission.

City Manager: Leslie M. Beauregard

Attachment 1

Chapter 18.156

RESIDENTIAL APIARIES

Sections:

- 18.156.010 Purpose.
- 18.156.020 Definitions.
- 18.156.030 General standards.
- 18.156.040 Administration.
- 18.156.050 Existing use at the time of enactment.
- 18.156.060 Fee.

18.156.010 Purpose.

This chapter authorizes the use in the city of Staunton of what is commonly referred to as hobbyist beekeeping and prescribes the conditions for the keeping of such honeybee colonies (hives) within an urban residential environment. It also seeks to protect the residential integrity of the surrounding neighborhood and health and safety of the honeybee which is a vital part of the agribusiness economy of the Shenandoah Valley of Virginia. The promotion of the agribusiness economy of Virginia's Shenandoah Valley is a public purpose that fosters economic development and environmental stewardship.

18.156.020 Definitions.

The following words and phrases, as used in this chapter, shall have the following meanings:

"Adequate Water Source" means a supply of water provided by the apiary operator for bees, which meets the following criteria:

(a) It is located within 15 (fifteen) feet of any beehive.

(b) It is maintained in a way that provides a consistent and reliable supply of water that is useable and accessible for bees, sufficient to meet the colony's needs and to discourage bees from seeking water from unintended or nuisance locations. The beekeeper shall ensure the source does not run dry, especially during periods of peak demand such as during periods of time in which the temperature exceeds seventy-five degrees Fahrenheit.

(c) It is managed so as not to become a breeding ground for mosquitoes.

"Apiary" means any place where one or more colonies of bees are kept.

"Bee" means the honeybee, *Apis mellifera* and genetic variations thereof, at any living stage; and may include other hymenopterous insects that depend on pollen and nectar for food.

"Colony" means a queenright assemblage of social bees capable of reproducing.

"Dense vegetation" means a continuous, hedge-like barrier comprised of evergreen shrubs or other plants that are planted and maintained so as to form a solid, uninterrupted screen year round. "Hive" means a box, skep, barrel, log gum, or other container used as a domicile for bees.

"Person" means the term as defined in Virginia State Code § 1-230. The term also means any society or collective of persons dedicated to beekeeping.

18.156.030 General standards.

Beekeeping shall be permitted as an accessory use to a single-family or two-family dwelling on property zoned residential or professional, provided any person keeping bees thereon adheres to the following conditions:

(1) Location of Hives:

(a) All hives shall be located in the rear yard only.

(b) All hives shall be located not less than 15 feet from the rear and side line.

(c) All hives that are less than 40 feet from a property line must have an entrance at least 6 feet above ground level or be placed behind a fly zone barrier. The fly zone barrier shall be at least 6 feet in height and located within 10 feet of the hive entrance, extending at least 5 feet on either side of the hive. Barriers shall consist of solid wall, fence, or dense vegetation.

(2) Area Requirements & Number of Colonies

The number of colonies permitted on a property shall be limited based on the size of the lot or parcel as follows:

(a) For lots 7,500 square feet or smaller, no colonies shall be permitted.

(b) For lots larger than 7,500 square feet but smaller than 10,000 square feet, no more than two (2) colonies shall be permitted.

(c) For lots 10,000 square feet or larger but smaller than 15,000 square feet no more than four (4) colonies shall be permitted.

(d) For lots 15,000 square feet or larger, one (1) additional colony shall be permitted for each additional 5,000 square feet.

(e) Temporary Increase: For the purpose of queen mating or swarm control, the number of colonies permitted in subsections (a) through (d) may be temporarily increased for a period not to exceed sixty (60) consecutive days.

(3) An adequate water source must be provided within 15 feet of any beehive. An adequate water source shall consist of an accessible and useable supply of water for the bees maintained so as not to harbor mosquitoes.

(4) The property owner shall conspicuously post a sign warning individuals of the presence of bees. This sign shall be located near the apiary and positioned so it is clearly visible to any person approaching the area where the hives are located.

(5) Bees must be acquired and beehives constructed and maintained in accordance with Title 3.2, Chapter 44 of the Code of Virginia, as amended, as determined by the state apiarist.

18.156.040 Administration.

The following pertains to the permit process for keeping bees and, when necessary, the revocation of such permit:

(1) It shall be unlawful for any persons to keep one or more bee hives on property unless the person has been issued a permit for such by the zoning administrator. The application, which the zoning administrator is authorized to promulgate, must, at a minimum, identify the property by address and parcel ID; include a sketch showing the apiary location; and show all property dimensions, setbacks and fly zone barrier, if required. Once a one-time zoning permit fee has been paid as provided in SCC 18.156.060 and the site and enclosures have been inspected and approved by the city's zoning administrator, and the application approved, a permit may be issued. No permit shall be issued to any person or as to any property as to which taxes, fees or other charges owed to the city have not been paid and are in arrears.

(2) The permit applicant must be the owner of the property or must have and submit written consent of the owner of the property as part of the permit application to keep bees on the property. Upon written notice of the property owner's withdrawal or cancellation or termination of such approval, the permit shall be revoked by the zoning administrator.

(3) If the permit holder is convicted of any city or state code violation associated with the keeping of bees, the permit shall be revoked.

(4) In the event of the zoning administrator receiving and verifying three substantial and credible complaints of violation of any provision of this chapter and after notice given of such to the permit holder, the permit shall be revoked unless the permit holder, by a preponderance of the evidence, demonstrates good cause for a violation. The zoning administrator shall be permitted to collect evidence from any individual to make a determination of whether good cause has been demonstrated.

(5) Upon revocation of the permit, bees must be removed within 30 days of notification or be subject to removal. Any person(s) so having a permit revoked shall not be allowed, at any time, to make application for another residential apiary permit for five years.

18.156.050 Existing use at the time of enactment.

Notwithstanding the foregoing provisions of this chapter, a person whose use of property involves bees being kept at the time of enactment of the provisions of this chapter shall have a period of 60 days from such date of enactment to comply with the requirements of this chapter.

18.156.060 Fee.

The one-time fee for application for a permit to beekeeping shall be as provided under SCC 18.220.020 (zoning permit fee). If the use is discontinued by the applicant for a period of more than two years, a new permit process, as provided in SCC 18.156.040, and a new permit fee will be required.

Ordinance No. 2025-____

AN ORDINANCE AMENDING
TITLE 18, ZONING, OF THE STAUNTON CITY CODE,
TO ADD CHAPTER 18.56, RESIDENTIAL APIARIES

Recitals

A. Title 18, Zoning, of the Staunton City Code regulates the use of land within the City of Staunton;

B. Currently, Title 18, Zoning, does not permit residential apiaries, also known as hobbyist beekeeping, in any zoning district as a principal use nor as an accessory use;

C. The City of Staunton recognizes that the health and safety of the honeybee is a vital part of the agribusiness economy of the Shenandoah Valley of Virginia;

D. The City of Staunton also recognizes that the promotion of the agribusiness economy of Virginia's Shenandoah Valley is a public purpose that fosters economic development and environmental stewardship.

E. Staff believes that residential apiaries can be operated in residential and professional districts without creating conflict or unnecessary impacts with other uses;

F. It is necessary to amend Title 18, Zoning, by adding Chapter 18.56, Residential Apiaries;

G. At its September 19, 2024 meeting, the Planning Commission took action to authorize staff to proceed with drafting the necessary zoning text amendment;

H. The Staunton Planning Commission conducted a public hearing on the request, after notice and advertisement as required by law on August 21, 2025;

I. The Planning Commission considered the matter and after study, review, and consideration of comments received during the public hearing has unanimously recommended approval of the amendment;

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

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that Title 18, Zoning, of the Staunton City Code, is **HEREBY AMENDED, RESTATED, AND REORDAINED** as follows:

Chapter 18.156

RESIDENTIAL APIARIES

Sections:

- 18.156.010 Purpose.
- 18.156.020 Definitions.
- 18.156.030 General standards.
- 18.156.040 Administration.
- 18.156.050 Existing use at the time of enactment.
- 18.156.060 Fee.

18.156.010 Purpose.

This chapter authorizes the use in the city of Staunton of what is commonly referred to as hobbyist beekeeping and prescribes the conditions for the keeping of such honeybee colonies (hives) within an urban residential environment. It also seeks to protect the residential integrity of the surrounding neighborhood and health and safety of the honeybee which is a vital part of the agribusiness economy of the Shenandoah Valley of Virginia. The promotion of the agribusiness economy of Virginia's Shenandoah Valley is a public purpose that fosters economic development and environmental stewardship.

18.156.020 Definitions.

The following words and phrases, as used in this chapter, shall have the following meanings:

"Adequate Water Source" means a supply of water provided by the apiary operator for bees, which meets the following criteria:

- (a) It is located within 15 (fifteen) feet of any beehive.
- (b) It is maintained in a way that provides a consistent and reliable supply of water that is useable and accessible for bees, sufficient to meet the colony's needs and to discourage bees from seeking water from unintended or nuisance locations. The beekeeper shall ensure the source does not run dry, especially during periods of peak demand such as during periods of time in which the temperature exceeds seventy-five degrees Fahrenheit.
- (c) It is managed so as not to become a breeding ground for mosquitoes.

"Apiary" means any place where one or more colonies of bees are kept.

"Bee" means the honeybee, *Apis mellifera* and genetic variations thereof, at any living stage; and may include other hymenopterous insects that depend on pollen and nectar for food.

"Colony" means a queenright assemblage of social bees capable of reproducing.

"Dense vegetation" means a continuous, hedge-like barrier comprised of evergreen shrubs or other plants that are planted and maintained so as to form a solid, uninterrupted screen year round.

"Hive" means a box, skep, barrel, log gum, or other container used as a domicile for bees.

"Person" means the term as defined in Virginia State Code § 1-230. The term also means any society or collective of persons dedicated to beekeeping.

18.156.030 General standards.

Beekeeping shall be permitted as an accessory use to a single-family or two-family dwelling on property zoned residential or professional, provided any person keeping bees thereon adheres to the following conditions:

(1) Location of Hives:

(a) All hives shall be located in the rear yard only.

(b) All hives shall be located not less than 15 feet from the rear and side line.

(c) All hives that are less than 40 feet from a property line must have an entrance at least 6 feet above ground level or be placed behind a fly zone barrier. The fly zone barrier shall be at least 6 feet in height and located within 10 feet of the hive entrance, extending at least 5 feet on either side of the hive. Barriers shall consist of solid wall, fence, or dense vegetation.

(2) Area Requirements & Number of Colonies

The number of colonies permitted on a property shall be limited based on the size of the lot or parcel as follows:

(a) For lots 7,500 square feet or smaller, no colonies shall be permitted.

(b) For lots larger than 7,500 square feet but smaller than 10,000 square feet, no more than two (2) colonies shall be permitted.

(c) For lots 10,000 square feet or larger but smaller than 15,000 square feet no more than four (4) colonies shall be permitted.

(d) For lots 15,000 square feet or larger, one (1) additional colony shall be permitted for each additional 5,000 square feet.

(e) Temporary Increase: For the purpose of queen mating or swarm control, the number of colonies permitted in subsections (a) through (d) may be temporarily increased for a period not to exceed sixty (60) consecutive days.

(3) An adequate water source must be provided within 15 feet of any beehive. An adequate water source shall consist of an accessible and useable supply of water for the bees maintained so as not to harbor mosquitoes.

(4) The property owner shall conspicuously post a sign warning individuals of the presence of bees. This sign shall be located near the apiary and positioned so it is clearly visible to any person approaching the area where the hives are located.

(5) Bees must be acquired and beehives constructed and maintained in accordance with Title 3.2, Chapter 44 of the Code of Virginia, as amended, as determined by the state apiarist.

18.156.040 Administration.

The following pertains to the permit process for keeping bees and, when necessary, the revocation of such permit:

(1) It shall be unlawful for any persons to keep one or more bee hives on property unless the person has been issued a permit for such by the zoning administrator. The application, which the zoning administrator is authorized to promulgate, must, at a minimum, identify the property by address and parcel ID; include a sketch showing the apiary location; and show all property dimensions, setbacks and fly zone barrier, if required. Once a one-time zoning permit fee has been paid as provided in SCC 18.156.060 and the site and enclosures have been inspected and approved by the city's zoning administrator, and the application approved, a permit may be issued. No permit shall be issued to any person or as to any property as to which taxes, fees or other charges owed to the city have not been paid and are in arrears.

(2) The permit applicant must be the owner of the property or must have and submit written consent of the owner of the property as part of the permit application to keep bees on the property. Upon written notice of the property owner's withdrawal or cancellation or termination of such approval, the permit shall be revoked by the zoning administrator.

(3) If the permit holder is convicted of any city or state code violation associated with the keeping of bees, the permit shall be revoked.

(4) In the event of the zoning administrator receiving and verifying three substantial and credible complaints of violation of any provision of this chapter and after notice given of such to the permit holder, the permit shall be revoked unless the permit holder, by a preponderance of the evidence, demonstrates good cause for a violation. The zoning administrator shall be permitted to collect evidence from any individual to make a determination of whether good cause has been demonstrated.

(5) Upon revocation of the permit, bees must be removed within 30 days of notification or be subject to removal. Any person(s) so having a permit revoked shall not be allowed, at any time, to make application for another residential apiary permit for five years.

18.156.050 Existing use at the time of enactment.

Notwithstanding the foregoing provisions of this chapter, a person whose use of property involves bees being kept at the time of enactment of the provisions of this chapter shall have a period of 60 days from such date of enactment to comply with the requirements of this chapter.

18.156.060 Fee.

The one-time fee for application for a permit to beekeeping shall be as provided under SCC 18.220.020 (zoning permit fee). If the use is discontinued by the applicant for a period of more than two years, a new permit process, as provided in SCC 18.156.040, and a new permit fee will be required.

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

Introduced:

Adopted:

Effective Date:

Michele D. Edwards, Mayor

ATTEST: _____

John C. Blair II,
Acting Clerk of Council

CITY COUNCIL



Staunton, VA

AGENDA BRIEFING

Meeting Date:	September 11, 2025	Tim Hartless Planning Manager Meggie Roche Long Range Planner
Item #	C	
Department:	Community Development—Planning and Zoning	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Areas: Infrastructure; Responsive, Efficient Government	
Subject:	Public Hearing and Consideration of Comprehensive Mass Rezoning of Existing, Legally Non-Conforming, Residential Properties in the City’s Historic Districts and South Side	

Background: Historically, many properties in Staunton have been used for residential purposes despite being zoned for business or industrial uses. This has created regulatory challenges for owners wishing to renovate, add on, or even buy and sell properties. The city has previously addressed these inconsistencies between zoning and actual use through targeted rezoning initiatives:

- 2012-2017: Areas including West Beverley Street, Churchville Avenue, Springhill Road, N Augusta Street, N Coalter Street, and Winchester Avenue saw rezonings to various residential and professional districts.
- 2024: Sixty-three properties in Uniontown were rezoned from Industrial to the new Traditional Residential Development (TRD-1) district.

At the Planning Commission's request, staff has been focusing on historic districts and other areas not included in previous mass rezonings. The Commission conducted field trips to these properties, and staff has revised the property list based on their feedback.

A Public Information Meeting was held on June 11, 2025, and was attended by approximately 25 residents. Property owners were provided the option to opt out of the rezoning. City staff's initial list comprised 88 properties; three property owners have since opted out, bringing our current total to **85 properties**.

A list of properties and interactive map is available to the public on the City's website: <https://www.ci.staunton.va.us/departments/community-development/planning-zoning-division/2025-mass-rezoning>

Planning Commission Recommendation

At its August 21, 2025 meeting, the Planning Commission conducted a public hearing on the mass rezoning. During the public hearing no one spoke in opposition and on a 5-0 vote, the Planning Commission unanimously recommended approval of the mass rezoning.

Attachments:

Attachment 1—List of Properties for Potential Rezoning

Attachment 2—Draft Ordinance of Rezoning

Suggested motion: I move that Council adopt the ordinance and approve the rezoning of 85 properties as recommended by the Planning Commission.

City Manager: Leslie M. Beauregard

LIST OF PROPERTIES TO BE REZONED

PID #	Street #	Street Name	Current Zoning	Proposed Zoning
5912	7	Academy St	B2	R4
8899	10	Academy St	B2	R4
5894	12	Academy St	B2	R4
5895	12A	Academy St	B2	R4
2661	941	Anderson St	B1	R4
7930	945	Anderson St	B1	R4
2716	949	Anderson St	B1	R4
7928	951	Anderson St	B1	R4
1928	953	Anderson St	B1	R4
10987	955	Anderson St	B1	R4
1591	5	Bessie Weller Dr	B2	R2
1332	421	Bridge St	I2	R3
5573	427	Bridge St	I2	R3
1293	523	Calvert St	B2	R2
4245	543	Calvert St	B2	R2
4105	553	Calvert St	B2	R2
6293	554	Calvert St	B2	R2
5021	560	Calvert St	B2	R2
8481	10	Church St	B1	R4
4867	1118	Churchville Ave	B1C	R3
11554	1848	Churchville Ave	B1C	R2
3916	26	E Gay St	B2	R2
7523	30	E Gay St	B2	R2
7293	34	E Gay St	B2	R2
1261	40	E Gay St	B2	R2
1835	44	E Gay St	B2	R2
554	46	E Gay St	B2	R2
555	48	E Gay St	B2	R2
9222	1736	Englewood Dr	B1	R4
101881	6	Fayette St	B1	R4
1211	9	Fayette St	B1	R4
3783	10	Fayette St	B1	R4
1810	804	Maple St	I2	R3
145	708	Middlebrook Ave	I1	R3
1684	712	Middlebrook Ave	I1	R3
1683	716	Middlebrook Ave	I1	R3
2607	138	N Coalter St	HE-1	R4
3597	146	N Coalter St	HE-1	R4
101908	204	N Coalter St	HE-1	R4
627	379	N Coalter St	B1	R3
4817	10	N Jefferson St	B1	R4
3774	210	N New St	B2	R4
3720	218	N New St	B2	R4
4390	220	N New St	B2	R4
7880	302	N New St	B2	R4

4392	306	N New St	B2	R4
4361	316	N New St	B2	R4
7098	320	N New St	B2	R4
2112	322	N New St	B2	R4
4275	412	N New St	B2	R4
8686	416	N New St	B2	R4
7960	510	N New St	B2	R4
4542	514	N New St	B2	R4
1744	6	N Washington St	B1	R4
6649	10	N Washington St	B1	R4
3303	614	Randolph St	B1	R2
178	318	Sterling St	B2	R3C
8573	233	Sycamore St	HE-1	R4
4695	237	Sycamore St	HE-1	R4
1913	245	Sycamore St	HE-1	R4
3117	301	W Beverley St	B1	R4
622	305	W Beverley St	B1	R4
3618	501	W Beverley St	B1	R4
1120	605	W Beverley St	B1	R4
1121	607	W Beverley St	B1	R4
771	609	W Beverley St	B1	R4
1900	806	W Beverley St	B1	R4
4919	808	W Beverley St	B1	R4
9002	815	W Beverley St	B1	R4
8907	928	W Beverley St	B1	R4
2535	932	W Beverley St	B1	R4
8767	934	W Beverley St	B1	R4
4269	936	W Beverley St	B1	R4
4918	938	W Beverley St	B1	R4
4274	940	W Beverley St	B1	R4
1717	942	W Beverley St	B1	R4
433	944	W Beverley St	B1	R4
2625	1056	W Beverley St	B1	R2
4172	107	W Hampton St	B1	R3
4696	109	W Hampton St	B1	R3
4088	111	W Hampton St	B1	R3
8289	315	West Liberty St	I1	R3
2006	602	Winthrop St	B1	R3
8083	606	Winthrop St	B1	R3
7700	608	Winthrop St	B1	R3

Ordinance No. 2025-____

**AN ORDINANCE TO REZONE
FROM B-1, LOCAL BUSIENSS, B-1C, LOCAL BUSIENSS CONDITIONAL, B-2,
GENERAL BUSINESS, I-1, LIGHT INDUSTRIAL, I-2, HEAVY INDUSTRIAL, AND HE-
1, HIGHER EDUCATION,
TO R-2, LOW DENSITY RESIDENTIAL, R-3, MEDIUM DENSITY
RESIDENTIAL, R-3, MEDIUM DENSITY RESIDENTIAL CONDITIONAL, AND R-4,
HIGH DENSITY RESIDENTIAL,
THOSE PARCELS DESIGNATED IN THE TABLE BELOW**

Recitals

A. Upon review, the staff of the City's Community Development Department ascertained that as part of the 1969 comprehensive rezoning of the City, the zoning of certain designated Parcels (hereinafter "the Parcels") were changed from residential to either business or industrial;

B. Upon further review, staff also ascertained that the Parcels actually are currently developed and used for residential purposes, constituting a non-conforming use under the parcels' current business and industrial zoning designations;

C. The current non-conforming designation of the Parcels has caused or may cause property owners and/or their prospective purchasers complications in obtaining mortgage financing or building permits for modification of the buildings;

D. The current zoning and the proposed rezoning as to each designated parcel are as follows:

PID #	Street #	Street Name	Current Zoning	Proposed Zoning
5912	7	Academy St	B2	R4
8899	10	Academy St	B2	R4
5894	12	Academy St	B2	R4
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6293	554	Calvert St	B2	R2

DRAFT 8.20.25

5021	560	Calvert St	B2	R2
8481	10	Church St	B1	R4
4867	1118	Churchville Ave	B1C	R3
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8686	416	N New St	B2	R4
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4542	514	N New St	B2	R4
1744	6	N Washington St	B1	R4
6649	10	N Washington St	B1	R4
3303	614	Randolph St	B1	R2
178	318	Sterling St	B2	R3C
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DRAFT 8.20.25

3117	301	W Beverley St	B1	R4
622	305	W Beverley St	B1	R4
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1120	605	W Beverley St	B1	R4
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2006	602	Winthrop St	B1	R3
8083	606	Winthrop St	B1	R3
7700	608	Winthrop St	B1	R3

E. The City of Staunton, Virginia, Comprehensive Plan, 2018-2040, recommends re-zoning of the Parcels to Residential;

F. The Staunton Planning Commission conducted a public hearing on the requested rezonings, after notice and advertisement as required by law on August 21, 2025;

G. The Planning Commission considered the matter and after study, review, and consideration of comments received during the public hearing has unanimously recommended approval of the rezonings;

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 each of the DESIGNATED Parcels shall be and are **HEREBY REZONED** according to the table included above.

BE IT FURTHER ORDAINED that the R-3, Medium Density Conditional, zoning of parcel identification number 178 with street number of 318 Sterling Street, shall be the same R-3, Medium Density Conditional, zoning enacted by Staunton City Council and adopted by ordinance number 2002-26 approved on August 22, 2002 a copy of which is annexed and incorporated herein by reference.

Introduced:
Adopted:
Effective Date:

Michele D. Edwards, Mayor

ATTEST: _____
John C. Blair II,
Acting Clerk of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	September 11, 2025	John C. Blair, II City Attorney
Item #	D	
Department:	City Attorney	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Responsive, Efficient Government	
Subject:	Public Hearing and Consideration of Ordinance for Lease Renewal with New Cingular Wireless	

Background:

The City currently leases space to New Cingular Wireless PCS, LLC for wireless communications equipment on the Shutterlee Mill water tank at Public Works (located behind the water treatment plant), pursuant to a five-year written lease, last extended for an additional five-year term on January 28, 2021, and expiring December 13, 2025. Staff proposes to extend the term of the lease for a third five-year extension term.

In 2025, New Cingular Wireless PCS, LLC made a lump sum lease payment of \$46,595.86 and, if the lease extension is approved, the lump sum payment will escalate in accordance with the terms of the lease in an amount equal to 1.5% annually consistent with the 2021 Lease Amendment.

Attachments:

Attachment 1—2005 Lease
Attachment 2—2021 Third Amendment to Lease
Attachment 3—Fourth Amendment to Lease
Attachment 4—Proposed Ordinance

City Manager's Recommendation: Conduct public hearing on the ordinance authorizing the Fourth Amendment to Lease Agreement. After the public hearing, recommend the ordinance be adopted as presented.

Suggested Motion (to be made after the public hearing is conducted): I move that City Council adopt an ordinance authorizing the execution of the Fourth Amendment to Lease Agreement, extending the term of the existing lease with New Cingular Wireless PCS, LLC, for an additional five years.

City Manager: Leslie M. Beauregard

LEASE AGREEMENT

THIS LEASE, dated this 14th day of December, 2005 for identification, is made by and between the City of Staunton, a municipal corporation of the Commonwealth of Virginia ("Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having its principal place of business at 6100 Atlantic Boulevard, Norcross, GA, 30071, ("Lessee"),

WITNESSETH:

WHEREAS, Lessor is the owner of a parcel of land (the Owned Premises) situated in the City of Staunton, Virginia, legally described on the attached Exhibit A, on which a municipal water tower (the "Water Tower") is located; and

WHEREAS, Lessee is a telecommunications carrier, as defined in Section 3 of the Communications Act of 1934 (47 U.S.C. 153) and is licensed to provide personal wireless telecommunications service to the general public within the City of Staunton; and

WHEREAS, on the 17th day of April, 2000, Lessor entered into an agreement with Triton PCS Property Company, LLC ("Triton") which allowed Triton to install a circumferential ring or "halo" around the main body of the Water Tower along with certain equipment necessary for the operation of a personal wireless telecommunications facility (the "Initial Contract"); and

WHEREAS, Triton subsequently assigned the Initial Contract to Triton Network SMLLC, LLC; and

WHEREAS, Lessee subsequently purchased Triton Network SMLLC, LLC from Triton thereby becoming successor-in-interest to Triton under the Initial Contract; and

WHEREAS, the Initial Contract is due to expire December 13, 2005; and

WHEREAS, Lessee desires to continue to lease the space on the Water Tower, and to continue to lease a portion of the aforesaid parcel for the purpose of constructing, operating and maintaining certain facilities for the purpose of providing personal wireless telecommunications service to the general public;

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

1. **Leased Premises.** (a) Lessor leases to Lessee, and Lessee leases from Lessor, space on the Water Tower for the purpose of constructing, maintaining, and operating antennas, connecting cables and appurtenances (collectively, the Antenna Facilities), and a portion of the aforesaid parcel, together with such assignable easements as the City may possess for vehicular and pedestrian access and the installation, maintenance and replacement of necessary utilities, wiring, cables and other conduits, for the construction, maintenance and operation of an Accessory Building housing equipment to be used in conjunction with the Antenna Facilities (the Ground Facilities) as more fully described herein.

(b) The current configuration of the Antenna Facilities and the Ground Facilities is shown on the attached Exhibit B-1. Subject to requirements outlined in elsewhere in this agreement, including but not limited to sections 6 and 7, Lessee shall have the right to increase

the number of antennas on the tank and the footprint of its Accessory Building to the number and dimensions shown in Exhibit B-2 with no corresponding increase in Rent. The space where the Antenna Facilities and the Ground Facilities are located shall be referred to as the Leased Premises. The Antenna Facilities and the Ground Facilities shall be jointly referred to as the Lessee's Facilities.

2. **Term.** The term of this Lease shall be five (5) years, commencing on December 14, 2005 (the Commencement Date), and ending on December 13, 2010 (the Term).

3. **Rent.** (a) Lessee shall pay to Lessor as rent for the Leased Premises the sum of \$30,240 per year, due on the first day of each year of the term in advance.

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

(c) Intentionally deleted.

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

(e) All sums due by Lessee hereunder shall be paid within (5) days of the due date or the notice of payment due sent by Lessor to Lessee. Payments not made within said time shall incur a late payment fee of 5 percent (5%) of the amount due and, in addition, shall incur interest at the rate of 1 percent (1%) per month measured from the due date.

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

4. **Contingencies.** (a) Lessor may hire a consulting engineer who will review the plans and the proposed installation of Lessee's equipment and antenna facilities upon the Leased Premises within thirty (30) days of the receipt of the plans by the consultant. Such consultant shall provide Lessor with a report of the proposed installation and use as to whether or not any adverse effect to Lessor's or others' property and/or other transmission and reception facilities exists. Lessee agrees that it will reimburse Lessor for the actual fees and costs of said consulting engineer not to exceed the sum of Ten Thousand Dollars (\$10,000). Such charges shall be paid by Lessee thirty (30) days after Lessor bills Lessee.

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

5. **Security Deposit.** Pursuant to the Initial Contract, Triton deposited the sum of Seven Thousand Dollars (\$7000) with Lessor as a security deposit (the "Security Deposit"). If Lessee expands the Lessee's Facilities as outlined in 1(b) or 6(f), Lessee shall place on deposit

with Lessor an additional Three Thousand Dollars (\$3,000) (the "Additional Security Deposit"), bringing the total deposited pursuant to this Lease to Ten Thousand Dollars (\$10,000). The Security Deposit and the Additional Security Deposit, if applicable, shall be fully refundable to Lessee without interest upon the timely removal of every aspect of Lessee's Facilities, and the complete repair and restoration of the Leased Premises and the payment of any sums owed to or on behalf of Lessor in accordance with the terms of this Lease.

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

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

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

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

training for Lessor's personnel with respect to working on said tower and the RF Radiation component. :

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

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

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

7. **Use of Premises.** (a) Lessee may use the Leased Premises for the installation, operation, and maintenance of the Antenna Facilities and the Ground Facilities for the transmission, reception and operation of a communications system and uses incidental thereto, and for the storage of related equipment, in accordance with the terms of this Lease. Storage of items shall only be inside the Accessory Building. Lessee may erect and operate such Antenna Facilities and Ground Facilities only with Lessor's consent. In connection therewith, Lessee shall have the right to do all work necessary to prepare and maintain the Leased Premises for Lessee's business operations under this Lease and to install transmission lines connecting the antennas to the transmitters and receivers. In this regard, all welding cutting, and coating work required for the installation of antennae anchors, brackets, supports, etc., shall conform to the applicable AWWA standards and requirements. Any cutting of the tank will require Lessor's advance approval. All protective coatings and surface preparations used for the repair of existing coatings shall be approved by Lessor. The existing coatings shall be tested for the presence of lead and other hazardous substances. The cost of all lead abatement and containment procedures shall be borne by the Lessee as part of the installation cost. Any installation, maintenance, or operations work on the tank that requires placing the tank out of service shall be coordinated in advance and be undertaken only with the prior approval of the Lessor. The costs involved in placing the tank out of service including, but not limited to, the cost of labor, the cost to drain the tank, to disinfect the tank and to refill the tank, shall be borne by the Lessee. Any electrical work to be preformed on the property or tank shall be in accordance with the National Electric Code and all applicable local codes. All wiring outside of the tank shall be installed in rigid steel conduit.

(b) Lessee shall, at its sole cost and expense, construct, operate and maintain the Antenna Facilities and Ground Facilities in accordance with the standards and specifications of City of Staunton, all applicable City ordinances, permits and other requirements, and all applicable FCC rules and regulations. Any modification of Lessee's Facilities shall be in accordance with plans

approved by Lessor, which approval shall not be unreasonably withheld, denied or conditioned. Any damage done to the Owned Premises or any other property of Lessor during modification or operation of Lessee's Facilities shall be repaired at Lessee's expense within thirty (30) days after notification of damage. Title to Lessee's Facilities shall be held by Lessee, and Lessee's Facilities shall be deemed to be the personal property of Lessee and not fixtures. Lessee shall have the right to remove Lessee's Facilities at its sole expense on or before the expiration or earlier termination of this Lease, provided that Lessee shall be required to repair any damage and to restore the Leased Premises to their original condition, ordinary wear and tear, casualty and the acts or omissions of Lessor or third parties excepted. Notwithstanding the foregoing, Lessee understands and agrees that the circumferential ring or "halo" to which the Antenna Facilities are attached is the sole property of Lessor and shall not be removed by Lessee upon the termination of this lease.

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

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

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

(f) Lessee, at all times during this Lease, shall have reasonable access during normal working hours to the Leased Premises in order to install, operate, and maintain its Ground Facilities, provided, however, that Lessee shall be required to notify Lessor seventy-two (72) hours in advance of accessing the Antenna Facilities. If it is necessary for Lessee to have access to the Leased Premises at some time other than the normal working hours of Lessor, Lessor may require that Lessee contact Lessor in advance for such access. For purposes of this Paragraph, "normal working hours" are Monday through Friday from 8:00 a.m. to 5:00 p.m., except for holidays.

(g) Lessee has installed utilities to serve the Antenna Facilities and Ground Facilities in the location shown on Exhibit B-1 at Lessee's sole expense. Lessee shall separately meter all utilities associated with its use of the Leased Premises and shall promptly pay all costs for such utility services. Lessor shall, without charge to Lessee, sign such reasonable documents as may

be required by utility providers to provide such service to the Leased Premises, including the grant of permits required by Lessor or a utility provider to provide service as provided herein.

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

8. **Equipment Upgrade.** Lessee may update or replace the Lessee's Facilities, or expand Lessee's Facilities in accordance with paragraph 1(b) from time to time with the prior written approval of Lessor, which approval shall not be unreasonably withheld, delayed or conditioned, provided that any change in location of the Lessee Facilities is satisfactory to Lessor. Lessee shall submit to Lessor a detailed proposal for any such replacement facilities and any supplemental materials as may be requested for Lessor's evaluation and approval. Lessor may hire consultants as to such upgrade regarding structure, RF, or maintenance at Lessee's expense. Lessee shall provide training for Lessor's employees with respect to working on the tower in light of the new facilities.

9. **Interference.** (a) Lessee's installation, operation, and maintenance of the Lessee Facilities shall not damage or interfere in any way with Lessor's operations. If Lessee's Facilities cause interference to such operations, Lessee shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Lessee shall immediately cease operating Lessee's Facilities to the extent necessary to stop the interference. If the interference cannot be eliminated within thirty (30) days, Lessor may terminate this Lease.

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

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

(d) Lessee understands and agrees that Lessor may permit the installation of other antennae upon said tower attached to the circumferential ring or "halo" either for its own use or by leasing such space to others. Subsequent to the installation of Lessee's Facilities, Lessor shall not permit itself, its lessees or licensees to install new equipment on the Owned Premises or property contiguous thereto owned or controlled by Lessor, if it knows such equipment will cause

interference with Lessee's operations. In the event interference occurs, Lessor agrees to take all action necessary to eliminate such interference within thirty (30) days. If the interference cannot be eliminated within thirty (30) days, Lessee may terminate this Lease.

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

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

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

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

(iv) by Lessor upon twelve (12) months' notice, if it determines that a potential user which is a public safety agency of the federal or state government or of the City of Staunton cannot obtain another adequate location;

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

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

(vii) by Lessee upon sixty (60) days written notice for any reason, so long as Lessee pays Landlord a termination fee equal to one half the then current annual rent. The parties acknowledge that such termination fee shall be required only in the event of termination by Lessee for reasons other than those described here in Subparagraphs 10(a)(i) through 10(a)(vi), Paragraph 9 or Paragraph 14 of this Lease.

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

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

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

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

11. **Default:** (a) The following will be deemed a default by Lessee and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Lessor of such failure to pay; or (ii) Lessee's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Lessor specifying the failure. No such failure, however, will be deemed to exist if Lessee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessee. In the event of any default of this Lease by Lessee not cured by Lessee within the applicable cure period, Lessor may at any time, after notice, cure the default for the account of and at the expense of Lessee. If Lessor is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney and other professional fees in instituting, prosecuting, or defending any action to enforce the Lessor's rights under this Lease, the sums so paid by Lessor, with all interest, costs and damages shall be deemed to be additional Rent and shall be due from the Lessee to Lessor on the first day of the month following ten (10) day's written notice by Lessor and submission by Lessor to Lessee of an itemized statement, with supporting evidence, of Lessor's costs and expenses.

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

12. **Condemnation.** In the event the Leased Premises is taken by eminent domain by the state or federal government, or any instrumentality thereof, or by the City of Staunton, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning

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

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

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

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

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

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

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

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

15. **Insurance.** (a) During the Term of this Lease, Lessee shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims-made basis. The coverage amounts set forth below may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of Two Hundred Thousand Dollars (\$200,000.00) for each accident.

ii. Commercial general liability insurance with minimum limits of Two Million Dollars (\$2,000,000.00) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; and broad form property damage coverage. Lessor shall be named as an additional insured under such policy.

iii. Automobile liability insurance covering all owned, hired and non-owned vehicles in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limits.

(b) Certificates of insurance for each insurance policy required to be obtained by Lessee in compliance with this paragraph shall be filed with Lessor annually during the term of the Lease and shall include a requirement that Lessor shall be notified in writing not less than ten (10) days prior to any modification or cancellation of any insurance. Lessee shall immediately advise Lessor of any claim or litigation that may result in any demand upon or possible liability to Lessor.

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

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

16. **Assignment and Sublease.** (a) This Lease, and the rights hereunder, may not be sold, assigned, or transferred at any time by Lessee except upon prior written notice to Lessor and with Lessor's written consent, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity

acquiring of its assets, or to entity controlling, controlled by or under common control with Lessee, without Lessor's consent. Lessee shall be relieved of all future performance, liabilities and obligations under this Lease upon such assignment. Subject to the other provisions of this Lease, Lessee shall have the right to sublet all or a portion of the Leased Premises without Lessor's consent, but shall remain liable to Lessor for the payment of Rent and all other payments from and other obligations of Lessee required or contemplated by this Lease unless otherwise consented to, in writing, by Lessor. Notwithstanding anything to the contrary contained in this Lease, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

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

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

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

If to Lessor to: City Manager
 PO Box 58
 Staunton, VA 24402-0058

With a copy to: City Attorney
 PO Box 58
 Staunton, VA 24402-0058

If to Lessee to: New Cingular Wireless PCS, LLC
 c/o Cingular Wireless LLC
 Attn: Network Real Estate Administration
 Re: Cell Site # SW-R-801; City Water Tank
 6100 Atlantic Boulevard
 Norcross, GA 30071

With a copy to: Cingular Wireless LLC
 Attn: Legal Department
 Re: Cell Site # SW-R-801; City Water Tank
 15 E Midland Avenue
 Paramus, NJ 07652

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

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

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

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

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

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

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

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

(h) Intentionally deleted.

(i) This Lease shall be governed as to all matters, whether of validity, interpretation, obligations, performance or otherwise, exclusively by the laws of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Lease shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

(j) During the performance of this Lease, the Lessee agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, veteran status or national origin, except where religion, sex, handicap, or national origin is a bona fide occupational qualification or consideration reasonably necessary to the normal operation of the Lessee. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Lessee, in all solicitations or advertisements for employees placed

by or on behalf of the Lessee, will state that such Lessee is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements herein.

(k) Lessee hereby certifies that it did not, directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free, competitive bidding for this Lease in violation of any of the laws of the United States or the Commonwealth of Virginia.

(l) Lessee represents and warrants that, as of the date of its execution of this Lease, it is the holder of a valid license issued by the Federal Communications Commission to construct and operate radio transmitting facilities within a territory including the City of Staunton pursuant to Section 309 (h) of the Communications Act of 1934 (47 U.S.C. 309 (h)). Lessee hereby agrees that, if for any reason such license is revoked or otherwise terminated, it will immediately so notify Lessor, and Lessee shall have the right to terminate this Lease pursuant to Paragraph 10(a)(vi) of this Lease.

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

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

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

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

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

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

(b) Intentionally deleted.

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

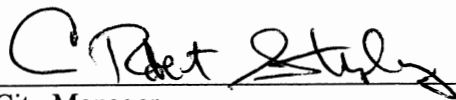
24. **Taxes.** Lessee shall be responsible for paying all personal property taxes assessed upon Lessee's Facilities and for paying taxes on its leasehold interest pursuant to Virginia Code Section 58.1-3203, or any successor statute.

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

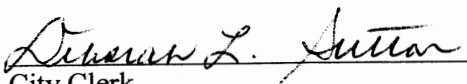
IN WITNESS WHEREOF, the parties hereto have respectively executed this Lease to be effective as of the date hereinabove stated.

Lessor:
CITY OF STAUNTON

by:


City Manager

ATTEST:

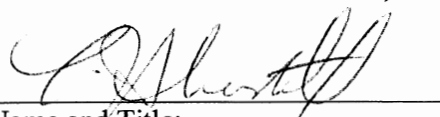

City Clerk

APPROVED AS TO LEGAL:
FORM.


Department of Law

Lessee:
NEW CINGULAR WIRELESS PCS, LLC

by:


Name and Title:
Frank J. Shortall
Manager, Real Estate
and Construction

Acknowledgements appear on the following page.

COMMONWEALTH OF VIRGINIA

CITY OF STAUNTON

I, Deborah L. Sutton, a Notary Public of the City and State aforesaid, do hereby certify that C. Robert Stripling of the City of Staunton whose name as such is signed to the foregoing Lease Agreement, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this 27th day of February, 2006.

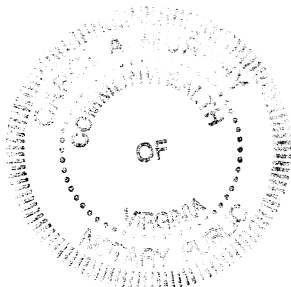
Deborah L. Sutton
Notary Public

My Commission Expires: 2-28-2010

COMMONWEALTH OF VIRGINIA

COUNTY OF HENRICO

I, Carol A. Murphy, a Notary Public of the County and State aforesaid, certify that Frank J. Shortall personally came before me this day and acknowledged that he is Mgr, RE & CONSTRUCTION for New Cingular Wireless PCS, LLC, and that by authority duly given and as an act of the Company, he signed the foregoing instrument. Witness my hand and official stamp or seal, this 23rd day of January, 2006.



Carol A. Murphy
Notary Public

My Commission Expires: **Carol A. Murphy**
My Commission Expires
December 31, 2009

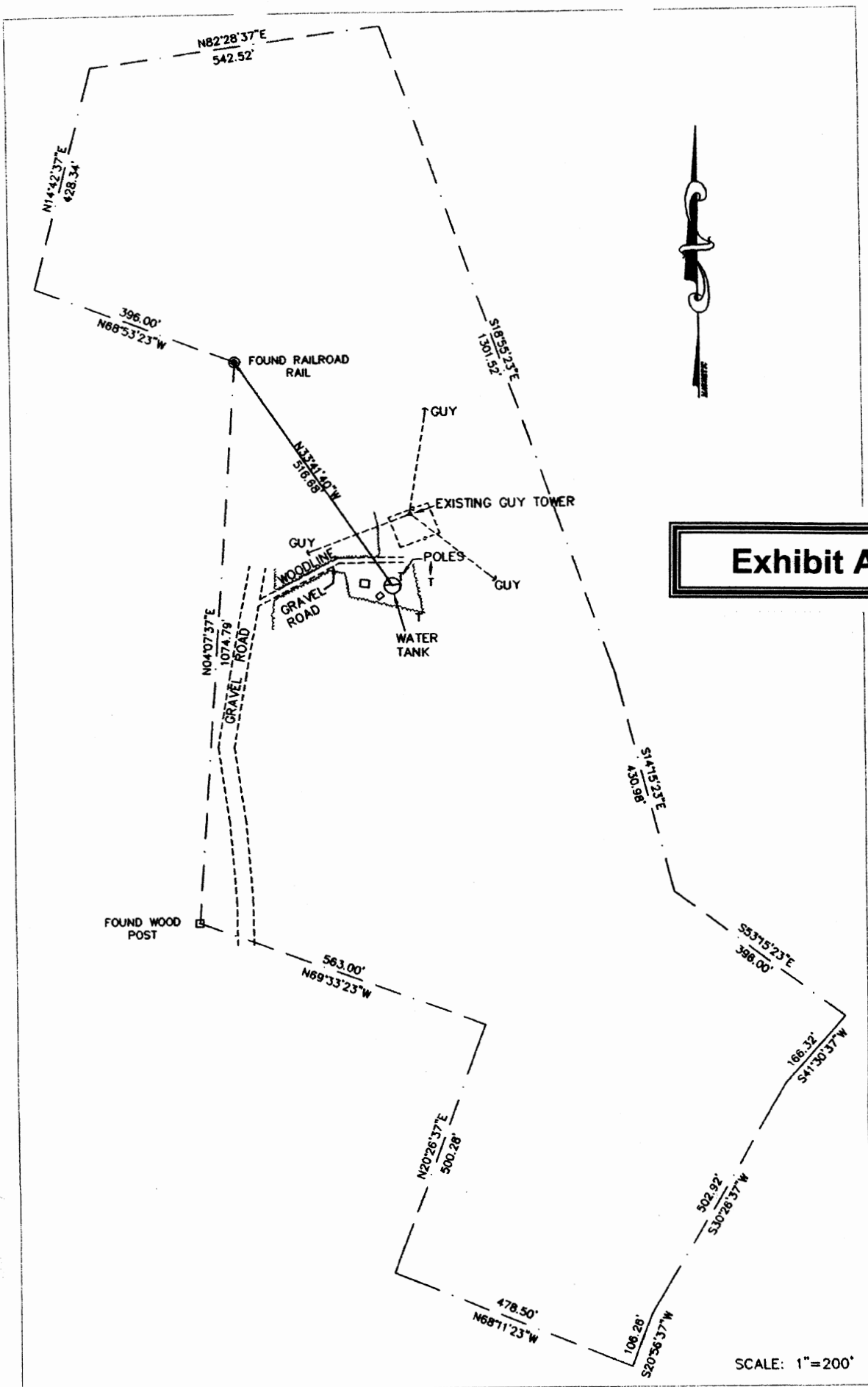
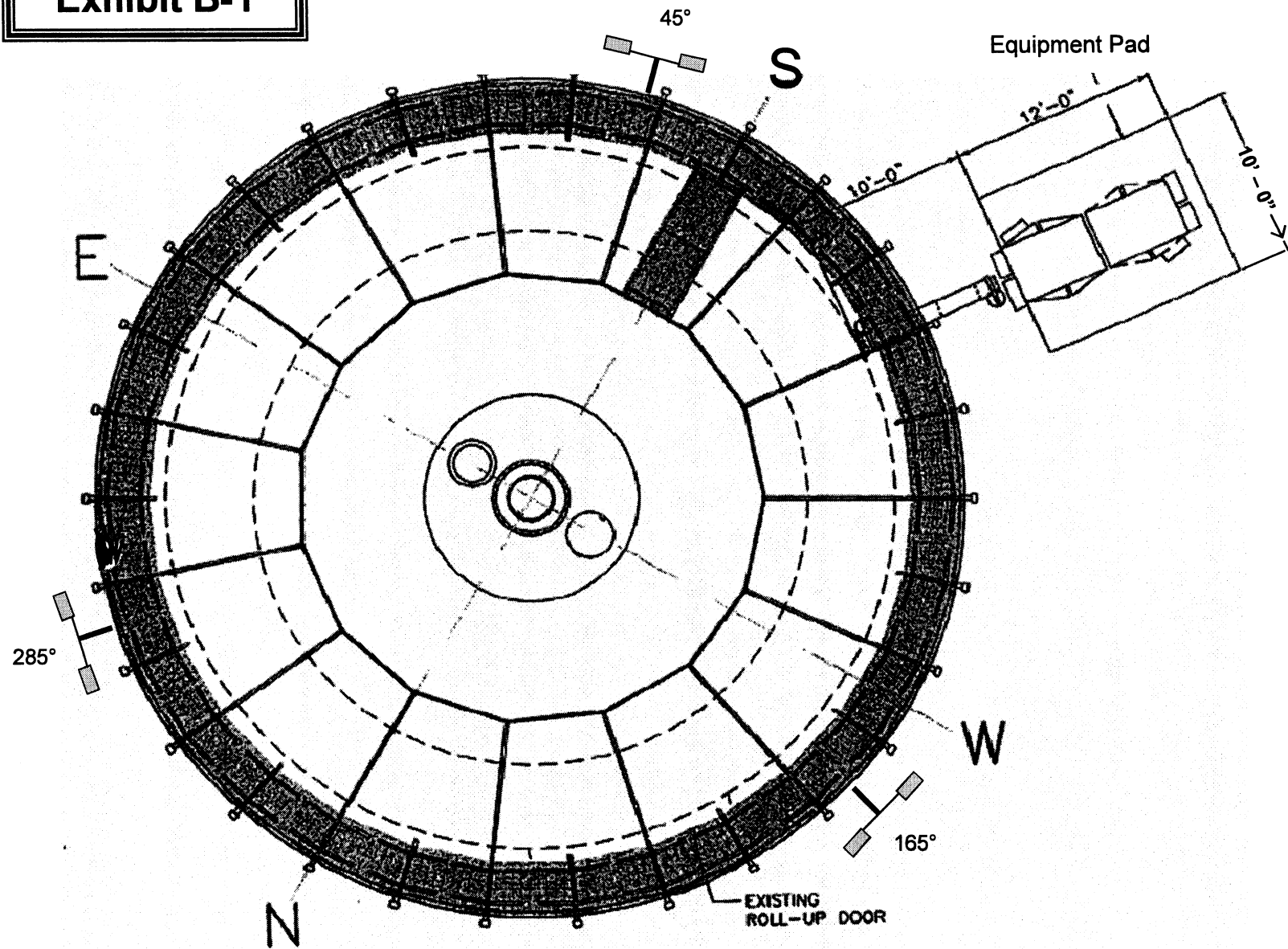


Exhibit A

Exhibit B-1



Note: Antennas are not drawn to scale

CURRENT CONFIGURATION:

Six Panel Antennas (Three Sectors with Two Antennas Per Sector)

Exhibit B-2

Maximum Total Loading:

12 panel antennas

12 feed lines

6 amplifiers

Maximum Ground Space:

12' x 20'

Cell Site No.: SW801
Cell Site Name: City Water Tank Staunton (VA)
Fixed Asset No.: 10067599
Market: VA/WVA
Address: 1876 Shutterlee Mill Road, Staunton, VA 24401

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT ("Third Amendment") dated as of the later date below ("Effective Date") is by and between City of Staunton, a municipal corporation of the Commonwealth of Virginia, having a mailing address of 116 West Beverley Street, P.O. Box 58, Staunton, VA 24402 (hereinafter referred to as "Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, authorized to do business and in good standing in the Commonwealth of Virginia (SCC# T0165094) having a mailing address at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "Lessee").

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated December 14, 2005, as amended by First Amendment to Lease Agreement dated April 29, 2011, and as amended by Second Amendment to Lease Agreement dated January 29, 2016, (hereinafter, collectively, the "Agreement"), whereby Lessor leased to Lessee certain Leased Premises, that are a portion of the Owned Premises identified in the records of Lessee as located at 1876 Shutterlee Mill Road, Staunton, VA 24401, and having a current address in the City of Staunton's addressing system of 1911 Craigmont Road; and

WHEREAS, the Term of the Agreement will expire on December 13, 2020, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Lessor and Lessee desire to extend the Term of the Agreement; and

WHEREAS, Lessor and Lessee desire to modify, as set forth herein, the Rent (as defined below) payable under the Agreement; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to clarify the scope of Lessee's permitted use of the Leased Premises; and

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

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

- 1. Extension of Term.** The Term of the Agreement shall be extended to provide that the Agreement shall have one (1) additional term of five (5) years ("Term") commencing on December 14, 2020 and expiring on December 13, 2025.
- 2. Acknowledgement.** Lessor acknowledges that: 1) this Third Amendment is entered into of the Lessor's free will and volition; 2) Lessor has read and understands this Third Amendment and the underlying Agreement and, prior to execution of the Third Amendment, was free to

Cell Site No.: SW801
Cell Site Name: City Water Tank Staunton (VA)
Fixed Asset No.: 10067599
Market: VA/WVA
Address: 1876 Shutterlee Mill Road, Staunton, VA 24401

consult with counsel of its choosing regarding Lessor's decision to enter into this Third Amendment and to have counsel review the terms and conditions of the Amendment;

3. **Modification of Rent.** Commencing on December 14, 2020, the current Rent payable under the Agreement shall be Forty-Three Thousand Nine Hundred One and 88/100 (\$43,901.88) per year, and shall continue during the Term, subject to adjustment as provided herein.
4. **Future Rent Increase Annual Payments.** The Agreement is amended to provide that commencing on December 14, 2021, Rent shall increase by one- and one-half percent (1.5%) over the Rent paid during the previous year and every year thereafter on December 14th.
5. **Notices.** Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following: "**NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

As to Lessee:

New Cingular Wireless PCS, LLC,
Attn: AT&T Network Real Estate Administration,
Cell Site #: SW801; Cell Site Name: City Water Tank Staunton (VA)
Fixed Asset No.: 10067599
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a required copy to:

New Cingular Wireless PCS, LLC
Attn.: AT&T Legal Department,
Re: Cell Site #: SW801; Cell Site Name: City Water Tank Staunton (VA)
Fixed Asset No.: 10067599
208 S. Akard Street
Dallas, TX 75202-4206

A copy sent to the AT&T Legal Department is an administrative step which alone does not constitute legal notice.

As to Landlord:

City of Staunton
Attn: City Manager, City Attorney, Finance Director and Public Works Director
116 West Beverley Street
P.O. Box 58 Staunton, VA 24402
Re: New Cingular Wireless PCS, LLC Lease Agreement

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein."

Cell Site No.: SW801
Cell Site Name: City Water Tank Staunton (VA)
Fixed Asset No.: 10067599
Market: VA/WVA
Address: 1876 Shutterlee Mill Road, Staunton, VA 24401

6. **Permitted Use.** In addition to the Lessee's rights set forth in the Agreement, and notwithstanding anything in the Agreement to the contrary, Lessee, its personnel, invitees, contractors, agents, subtenant/licensors, or its authorized sublessee, or assigns, may use the Leased Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon, or relocate the same within the Leased Premises at any time during the Term of this Agreement for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason, without the Lessor's consent or approval. Lessor shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Lessor does not comply with the terms of this section, in addition to any other rights it may have at law or equity, Lessee may terminate this Agreement and shall have no further liability to Lessor.
7. **Hearing Notice Expense.** Lessee, upon receipt of documentation of the Lessor's payment of an invoice for such, shall reimburse Lessor for the expense of newspaper publication of the public hearing notice related to the Staunton City Council's consideration of this Third Amendment.
8. Upon the Effective Date, Section 7(c) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(c) All modifications or improvements of the Leased Premises made for Lessee's benefit shall be at the Lessee's expense, and such improvements shall be maintained in a good state of repair by Lessee at Lessee's expense. The Antenna Facilities shall not be painted without Lessor's approval.”
9. **24/7 Access.** Upon the Effective Date, Section 7(f) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(f) At all times throughout the Term of this Agreement, and at no additional charge to Lessee, the Lessee, its employees, agents, and subcontractors, will have access to and over the Owned Premises to the Leased Premises, for the installation, maintenance and operation of the Lessee's Facilities and any utilities serving the Leased Premises (“Access”), and Lessor hereby grants to Lessee a license for such Access. Lessor agrees to allow Lessee Access to the Owned Premises and Leased Premises during ordinary business hours (8:00 am - 5:00 pm Monday through Friday) for regular maintenance and repairs, and twenty-four (24) hours a day, seven (7) days a week for unscheduled repairs and other emergency purposes. In the event of an emergency, an emergency being defined as an event where Lessee's equipment is out of service, or there is an immediate risk that Lessee's Equipment will suffer a partial or full outage that will result in a disruption to Lessee's customers, Lessee will contact Lessor prior to arriving to the Owned Premises, to which Access will not be denied.”

Cell Site No.: SW801
Cell Site Name: City Water Tank Staunton (VA)
Fixed Asset No.: 10067599
Market: VA/WVA
Address: 1876 Shutterlee Mill Road, Staunton, VA 24401

- 10. Sublease Rights.** Lessee may sublease all or any portion of the Leased Property to any person or entity licensed by the FCC to operate wireless communications services (hereinafter, a "Sublessee") upon such terms and conditions as Lessee and Sublessee shall agree (each such agreement a "Sublease"), upon notice to Lessor. From and after the Effective Date hereof, provided a Sublease is subject to the terms and conditions of the Agreement as amended hereby and in consideration of the amended terms herein, Lessor's consent to a Sublessee or Sublease will not be required. Notwithstanding any terms in the Agreement to the contrary, no revenue sharing from Sublessees shall be due to Lessor nor shall Lessor be responsible to review plans from Lessee or its Sublessees.
- 11. Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Third Amendment.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: SW801
Cell Site Name: City Water Tank Staunton (VA)
Fixed Asset No.: 10067599
Market: VA/WVA
Address: 1876 Shutterlee Mill Road, Staunton, VA 24401

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Third Amendment on the date and year below.

LESSOR:

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

By: 

Print Name: Steven C. Rosenberg

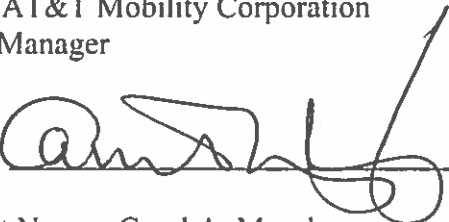
Title: City Manager

Date: March 10, 2021

LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 

Print Name: Carol A. Murphy

Title: Sr. Manager, RE & Construction

Date: 2/16/2021

Cell Site No.: SW801
Cell Site Name: City Water Tank Staunton (VA)
Fixed Asset No.: 10067599
Market: VA/WVA
Address: 1876 Shutterlee Mill Road, Staunton, VA 24401

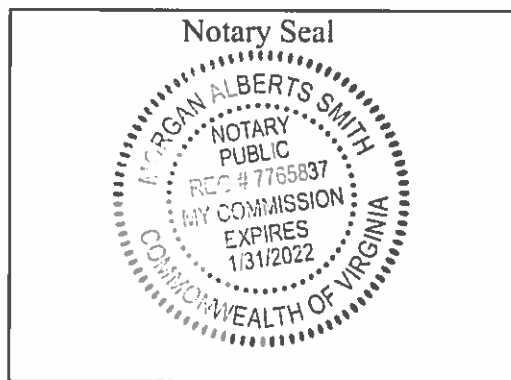
LESSOR ACKNOWLEDGEMENT

REPRESENTATIVE CAPACITY

COMMONWEALTH OF VIRGINIA
CITY OF STAUNTON

I certify that I know or have satisfactory evidence that Steven L. Rosenberg is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the City Manager of City of Staunton, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 10, 2021.



Morgan Alberts Smith
(Signature of Notary)

Morgan Alberts Smith
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of
VA

My appointment expires: 1/31/2022

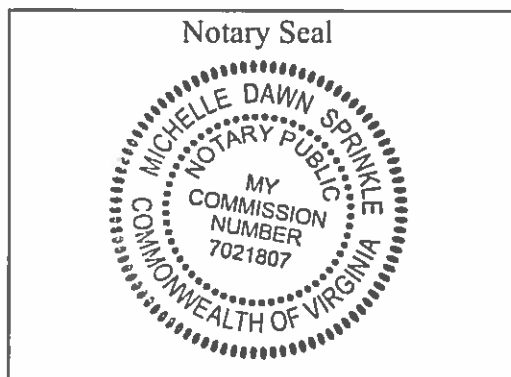
Cell Site No.: SW801
Cell Site Name: City Water Tank Staunton (VA)
Fixed Asset No.: 10067599
Market: VA/WVA
Address: 1876 Shutterlee Mill Road, Staunton, VA 24401

LESSEE ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA)
) SS.
COUNTY OF HENRICO)

I certify that I know or have satisfactory evidence that Carol A. Murphy is the person who appeared before me, and acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Sr. Manager, RE & Construction of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 2/16/2021.



Michelle Dawn Sprinkle
(Signature of Notary)
Michelle Dawn Sprinkle
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of

Virginia

My appointment expires: October 31, 2024

Cell Site: SW801
Fixed Asset No.: 10067599
Market: VA/WVA
Address: 1876 Shutterlee Mill Road, Staunton, VA 24401

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT ("Fourth Amendment") dated as of the later date below is by and between City of Staunton, a municipal corporation of the Commonwealth of Virginia, having a mailing address at 116 West Beverley Street, P.O. Box 58, Staunton, VA 24402 (hereinafter referred to as "Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "Lessee").

WHEREAS, Lessor and Lessee (or their predecessors in interest) entered into a Lease Agreement dated December 14, 2005,, as amended by First Amendment to Lease Agreement dated April 29, 2011, as amended by the Second Amendment to Lease Agreement dated January 29, 2016, and as amended by the Third Amendment to Lease Agreement dated March 10, 2021 (hereinafter, collectively, the "Agreement"), whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 1876 Shutterlee Mill Road, Staunton, VA 24401, and having a current address in the City of Staunton's addressing system of 1911 Craigmont Road; and

WHEREAS, the term of the Agreement will expire on December 13, 2025, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Lessor and Lessee desire to extend the term of the Agreement; and

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

WHEREAS, Lessor and Lessee, in their mutual interest, further wish for all of the terms and conditions of the Agreement to remain in effect except those amendments set forth below.

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

- 1. Extension of Term.** The Term of the Agreement shall be extended to provide that the Agreement shall have one (1) additional term of five (5) years ("Term") commencing on December 14, 2025, and expiring on December 13, 2030. Rent and escalation shall continue in accordance with the Agreement.
- 2. Acknowledgement.** Lessor acknowledges that: 1) this Fourth Amendment is entered into of the Lessor's free will and volition; 2) Lessor has read and understands this Fourth Amendment and the underlying Agreement and, prior to execution of the Fourth Amendment, was free to consult with counsel of its choosing regarding Lessor's decision to enter into this Fourth Amendment and to have counsel review the terms and conditions of the Fourth Amendment;

Cell Site: SW801
Fixed Asset No.: 10067599
Market: VA/WVA
Address: 1876 Shutterlee Mill Road, Staunton, VA 24401

3) Lessor has been advised and is informed that should Lessor not enter into this Fourth Amendment, the underlying Agreement between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

3. Hearing Notice Expense. Lessee, upon receipt of documentation of the Lessor's payment of an invoice for such, shall reimburse Lessor for the expense of newspaper publication of the public hearing notice related to the Staunton City Council's consideration of this Fourth Amendment.

4. Notices. Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

All notices, requests, payments of Rent, demands, and other communications required or permitted hereunder shall be given as follows:

For Notices of Default to Lessee:

- a) To Lessee's Lease Administration Department at NoticeIntake@att.com; and
- b) To Lessee's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Site No.: SW801; Cell Site Name: SW801 (VA)
Fixed Asset: 10067599
208 S. Akard Street
Dallas, TX 75202-4206

For Notices of Default to Lessor:

- a) To Lessor at ([insert Lessor email address](#)); and
- b) To Lessor's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

City of Staunton
Attn: City Manager, City Attorney, Finance Director and Public Works
Director
116 West Beverley Street
P.O. Box 58
Staunton, VA 24402

Cell Site: SW801
Fixed Asset No.: 10067599
Market: VA/WVA
Address: 1876 Shutterlee Mill Road, Staunton, VA 24401

Re: New Cingular Wireless PCS, LLC Lease Agreement

All other Notices will be sent:

- c) To Lessee's Lease Administration Department at NoticeIntake@att.com; and
- d) To Lessor at ([insert Lessor email address](#));

Notices by email will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other Notices shall be effective when received unless returned undelivered. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site: SW801
Fixed Asset No.: 10067599
Market: VA/WVA
Address: 1876 Shutterlee Mill Road, Staunton, VA 24401

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Fourth Amendment on the date and year below.

LESSOR:

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

LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT 8.25.25

Ordinance No. 2025 - __

**AN ORDINANCE AUTHORIZING FOURTH EXTENSION OF 5-YEAR LEASE
AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, AS LESSEE
FOR WIRELESS COMMUNICATIONS FACILITIES**

A. Lessor and Lessee (or its respective predecessor-in-interest) entered into a Lease Agreement dated December 14, 2005, as amended by First Amendment to Lease Agreement dated April 29, 2011, and as further amended by Second Amendment to Lease Agreement dated January 29, 2016, and as further amended by Third Amendment to Lease on January 28, 2021 (hereinafter, collectively, the “**Agreement**”, whereby the City of Staunton as Lessor leased to New Cingular Wireless, LLC as Lessee certain leased premises (“Leased Premises”), therein described, that are a portion of the Owned Premises, as defined in the Agreement, located at 1911 Craigmont Drive, Staunton, Virginia 24401 (Parcel # 10121); and

B. The term of the Agreement expires on December 13, 2025, and the parties mutually desire to renew the Agreement and memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions reflected in a proposed Third Amendment to Lease Agreement (“Fourth Amendment”); and

C. Staunton City Council held a public hearing regarding this proposed Lease on September 11, 2025;

D. This matter involving the proposed Fourth Amendment has been properly advertised, heard and considered; and

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that the City Manager is authorized on behalf of the City of Staunton, Virginia, to execute a Fourth Amendment to Lease Agreement, as proposed, with New Cingular Wireless PCS, LLC, and to make minor modifications to such instrument prior to execution, upon advice of the City Attorney, and to take such further reasonable actions related to execution and implementation.

Introduced: September 11, 2025

Adopted: September 11, 2025

Effective Date: December 14, 2025

Michele D. Edwards, Mayor

ATTEST: _____
Clerk of Council