Work Session Agenda
Staunton City Council
Rita S. Wilson Council Chambers
November 13, 2025
5:00 p.m.

5:00 p.m.	**1.**	**Consideration of Work Session and Regular Meeting Agendas**
5:05 p.m.	**2.**	**Update on Juvenile & Domestic Relations District Courthouse**
5:20 p.m.	**3.**	**Discussion of City Council Strategic Plan Areas, Goals and Strategies (Staunton Plan)**
5:40 p.m.	**4.**	**Closed Meeting for Discussion of the Performance of the City Manager and Consultation With Legal Counsel Concerning a Public Contract (Includes Dinner Break Until Regular Meeting at 7:00 p.m.)**

Regular Meeting Agenda
Staunton City Council
Rita S. Wilson Council Chambers
November 13, 2025
7:00 p.m.

Call to Order

Pledge of Allegiance

Invocation/Moment of Silence—Park

Mayor's Report

Recognition of Staunton Citizen University Graduates

Additional Items by Members of Council

REGULAR MEETING

A.	**Consent Agenda** **A.1. Approval of Minutes** **Work Session and Regular Meeting of October 23, 2025** **A.2. Consideration of Resolution Establishing the City of Staunton's 2026 Legislative Program** **A.3. Consideration of Proclamation to be Presented in Council Chambers in honor of President Wilson's 1919 Pierce-Arrow, Celebrating 100 Years in Staunton** **A.4. Consideration of Appointment of City Manager and Transportation Planner as Representative to Select Public Bodies and Authorization for City Manager to Designate an Alternate Representative to Select Public Bodies** **A.5. Consideration of Resolution in Support of Central Shenandoah Emergency Services Council Obtaining an Advanced Life Support Designation** **A.6. Consideration of Ordinance and Agreements for Commercial Property Assessed Clean Energy Program** **A.7. Consideration of a Resolution Approving an Application to the Virginia Economic Development Partnership for a Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund Site Assessment and Planning Grant for the Arcadia Project**

	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.	**Proclamation and Key to the City for Kathy and Bill Frazier**

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:	**November 13, 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:	**November 13, 2025**	**John Keene Project Manager**
Item #	**2**	
Department:	**City Manager's Office**	
Alignment with Staunton Plan (Value/Strategic Area):	**Values: Engagement; Excellence; Inclusion & Equity** **Strategic Areas: Comprehensive Economic Development**	
Subject:	**Update on Juvenile & Domestic Relations District Courthouse**	

Background: Staff will provide an update on the Juvenile & Domestic Relations District Courthouse, which will be fully functional by mid December.

Information on the project can be found at
https://www.ci.staunton.va.us/government/projects/courthouse

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:	**November 13, 2025**	**City Council** **Leslie Beauregard** **City Manager**
Item #	**3**	
Department:	**City Council** **City Manager's Office**	
Alignment with Staunton Plan (Value/Strategic Area):	**Values: Integrity; Inclusion & Equity; Excellence, Engagement; Environmentally Conscious** **Strategic Areas: Comprehensive Economic Development; Advanced Environmental Sustainability and Infrastructure; Improved Quality of Life through Recreation; Effective Communication with Citizens**	
Subject:	**Discussion of City Council Strategic Plan Areas, Goals and Strategies (Staunton Plan)**	

Background: On September 13, 2025, City Council conducted a retreat facilitated by Dr. Stephanie Davis. At the October 9, 2025 City Council meeting, City Council adopted the retreat report and the City Manager reviewed the strategic areas, goals, strategies and timelines, with a few recommended changes. City Council also made some recommendations that have been incorporated into the attached report.

The City Manager will review the Staunton Plan with City Council.

The Staunton Plan can be found on the City's website **Here** .

Attachments:

Attachment 1—Staunton Plan One Pager
Attachment 2—Proposed Staunton Plan Reporting

City Manager's Recommendation: Provide input to the City Manager.

Suggested Motion: Not applicable.

City Manager: Leslie Beauregard

The Staunton Plan

OUR VALUES

Integrity ~ Inclusion & Equity ~
Excellence ~ Engagement ~
Environmentally Conscious

Strategic Areas

Comprehensive Economic Development

This strategy focuses on strengthening Staunton's economic vitality by attracting new industries, supporting existing businesses, fostering a vibrant downtown, and promoting housing affordability. It emphasizes responsible, sustainable growth through thoughtful planning and development processes.

Advanced Environmental Sustainability and Infrastructure

This strategy enhances the city's livability by addressing aging infrastructure and promoting sustainable practices. It prioritizes reducing energy use, managing costs, minimizing waste going to the landfill, and advancing long-term environmental resilience.

Improved Quality of Life through Recreation

This strategy aims to enrich the community's quality of life by investing in parks, recreation, and public art. It supports planning for future recreational needs and incorporates environmentally conscious practices to create welcoming, vibrant spaces.

Effective Communication with Citizens

This strategy ensures residents have timely, accurate, and meaningful information about city programs and services. It focuses on building strong communication channels, enhancing digital access, improving emergency alerts, and fostering community engagement.

OUR VISION

A culturally rich, historic city with an exciting future of innovation, growth and resilience.

You belong here!

STAUNTON™ PLAN

Our Values

Integrity

The City of Staunton will be courteous and polite, and we will work to cultivate trust and a sense of integrity between each other and the public.

Inclusion & Equity

The City of Staunton will work hard to be inclusive in our thoughts, words and deeds. We will strive to achieve diversity in representation, respect and seek various perspectives and opinions, and endeavor to achieve equitable outcomes for everyone in our community.

Excellence

The City of Staunton is committed to excellence with a focus on ongoing training and continuing education for elected officials and staff, fiscal responsibility, proactive communication, and effective government and governance, and inspiring trust.

Engagement

The City of Staunton will strive to involve residents and stakeholders in the decision-making process, to listen, and have open, honest communications with each other and the community.

Environmentally Conscious

The City of Staunton will seek to understand and consider the short- and long-term impacts our decisions have on the environment and the community.

Status Key

Ahead of Schedule/Complete
On Schedule
Behind Schedule/Needs Attention

November 2025 Report

Strategic Area	Goal		Adopted Strategies	Timeline	Departments/ Partners	Status
Comprehensive Economic Development	**1. Attract new industries and support the expansion and retention of existing businesses**	1.a.	Provide update on Enterprise Zones	Nov. 30, 2025	Economic Dev.	
		1.b.	Provide update on the Economic Development website	Dec. 31, 2025	Economic Dev.	
		1.c.	Provide ~~quarterly~~ **monthly** updates on Economic Development activities, including RFI's.	To start in November 2025 and then monthly	Economic Dev.	
	Actions Taken: **1.a.** - City Council held a work session on September 25, 2025 to discuss changes to the Enterprise Zone program; on October 9, 2025, City Council adopted an ordinance finalizing those changes. **1.b.-** Website status and anticipated launch date shared during work session presentation on September 25, 2025. Updates to be included in Updates to Council following EDA meeting November 6, 2025. **1.c.-** Full update will be provided to City Council in November, including wholistic updates on department efforts and priorities (including information/update on RFI's)					
		2.a.	In partnership with Staunton Downtown Development Association (SDDA), evaluate DORA events for implementation by 2026 spring/summer outdoor events.	Initiate discussion early 2026	SDDA/City Manager's Office/Tourism/ Police Department	

Strategic Area	Goal		Adopted Strategies	Timeline	Departments/ Partners	Status
Comprehensive Economic Development	**2. Develop a thriving, vibrant and safe downtown**	2.b.	Develop a holistic plan for the downtown area to include, but not limited to: ** Assessment of parking demands ** Creation of green space, seating and shaded areas, ** Improved wayfinding throughout downtown ** Consideration of expanding Shop and Dine Out by closing Beverley Street permanently or additional days of the week ** Improve integration of Mary Baldwin University ** Consideration of changes related to move of Augusta County Courts ** Evaluate opportunities and partnerships to encourage reinvestment in the train station ** Wharf infrastructure improvements including daylighting streams	Upcoming FY 2027-2031 CIP Discussion	City Manager's Office/Tourism/ Economic Dev./SDDA/ Public Works Engineering/ External Partners (i.e., VA Main Street; Planning District Commission)	
	Actions Taken: **2.a. -** SDDA has new Board leadership that was elected in September 2025; the SDDA Board has also started to initiate discussions around hiring a new permanent Executive Director. Conversations around implementing DORA have already commenced. **2.b. -** At an upcoming City Council meeting, City staff will bring forward VDOT funded improvements to Beverley St. that will lend itself when considering a holistic plan to make changes and improvements to downtown. Staff is also in the process of identifying a champion for each of the opportunities listed for the downtown area.					
	3. Support responsible growth through effective and efficient planning and land use processes	3.a.	As part of the Comprehensive Plan update: **Evaluate opportunities to update the zoning ordinance to further support, encourage and incentivize mixed-use development **Consider expansion of infill development, adaptative reuse, and further city investments to promote community growth and resilience	During 2026	Community Development	
		3.b.	Evaluate the implementation of a permit submission, tracking and management program.	During 2026	Community Development	
		3.c.	Reexamine lighting ordinances, engage with Dominion and other key stakeholders, provide draft ordinance for consideration by Council.	During 2026	Community Development/ Public Works	
		3.d.	Conduct proactive review of development standards currently in place and ensure standards are consistent with development goals of the Council.	During 2026	Community Development	

Strategic Area	Goal		Adopted Strategies	Timeline	Departments/ Partners	Status
Comprehensive Economic Development		3.e.	Evaluate the City's options on regulation including evaluation of other local governments' policies on short-term rentals (Airbnb's), State Code Authority, enforcement of occupancy tax and other related policies and programs.	Early 2026	Community Development/ Commissioner of Revenue/City Manager's Office	
	Actions Taken: **3.a. -** Comprehensive Plan update is underway; next community engagement opportunity is Monday, November 10, 2025. **3.b. -** This is funded and in progress. City Council was provided an update at the October 23, 2025 work session. **3.c.** - City staff is exploring options and meeting with stakeholders. **3.e.** - City staff will be meeting internally about this soon and will schedule a work session with City Council at an upcoming meeting.					
	4. Support affordable housing initiatives within the city	4.a.	Put a Staunton Housing Commission in place, that moves the Housing Strategy's goals and strategies forward and provide expertise and guidance regarding the amount and quality of affordable and workforce housing in the City.	March 31, 2026	Community Development/ Housing/City Manager's Office	
			Housing Programs Initiatives			
	Actions Taken: **4.a. -** City Council approved the creation of a Staunton Housing Commission on October 9, 2025. The six members that are transitioning from the Housing Workgroup to the Commission have been identified; the remaining three members will go through the Nominations Committee for appointment in the near future. The Housing Commission meeting scheduled has been determined and will meet quarterly on the first Thursday of the first month of the quarter (January, April, July, and October) from 5:30 p.m. – 7:00 p.m. in the Caucus Room at City Hall. The first meeting of the Housing Commission will be on Tuesday, January 6, 2026 (which is due to the New Year's holiday on the first Thursday). Quarterly meetings for 2026 will be 01.06.26, 04.02.26, 07.02.26, and 10.01.2026.					

Status Key

Ahead of Schedule/Complete
On Schedule
Behind Schedule/Needs Attention

November 2025 Report

Strategic Area	Goal		Adopted Strategies	Timeline	Departments/ Partners	Status
Advanced Environmental Sustainability and Infrastructure	**1. Support programs that enhance the city's livability and serve as a model of environmental sustainability**	1.a.	Develop a plan for solar solutions, reducing city energy usage and transportation costs that includes, but is not limited to: **JDR General District Court Building and other city facilities **City Fleet considerations, electric and hybrid vehicles **Building insulation **LEED Certification **Minimum standards for energy efficiency **Repaving of parking lots (Moxie Lot) to include options for green islands, stormwater infrastructure, etc. ***Efforts will be aligned with the sustainability goals in the updated Comprehensive Plan***	Upcoming FY 2027-2031 CIP Discussion	TBD	
	Actions Taken: Staff is starting to identify chamions and partners.					
	2. Proactively address aging infrastructure with a focus on environmental sustainability	2.a.	Create timeline to execute a contract for Uniontown water and sewer Infrastructure improvements including funding sources	Early 2026	Public Works	
		2.b.	Provide an update and progress on the Flood Resiliency Plan	Early 2026	Community Development	
		2.c.	Provide an update to Council on the ability to transition to native plants in appropriate locations in the city, including inventory of landscaping in the city and evaluate memorial funding.	FY 2027 Budget discussions	Parks and Recreation	
	Actions Taken: **2.a.** -Preliminary design of water & sewer improvements are already underway. An anticipated timeline could be created by the end of the year, but actual construction contract would not be until FY 2028.					

Strategic Area	Goal		Adopted Strategies	Timeline	Departments/ Partners	Status
Advanced Environmental Sustainability and Infrastructure	**3. Increase sustainability and manage costs by reducing landfill usage and encouraging environmentally friendly practices**	3.a.	As part of the FY 2027 budget process, provide data on current state of solid waste management options and practices in the city.	FY 2027 Budget discussions	Public Works/Augusta Water (Landfill)	
		3.b.	As part of the FY 2027 budget process, evaluate data from other localities on plastic bag tax implementation.	FY 2027 Budget discussions	Commissioner of Revenue/ Finance	
		3.c.	Increase education program for citizens regarding all solid waste and recycling options.	Ongoing	Public Works/City Manager's Office	
		3.d.	Update City Council on the Trash Modernization program, including yard waste and recycling programs.	By March 2026	Public Works	
	Actions Taken: **3.d. -** Efforts are already being made to improve signage at the recycling center.					

Status Key

Ahead of Schedule/Complete
On Schedule
Behind Schedule/Needs Attention

November 2025 Report

Strategic Area	Goal		Adopted Strategies	Timeline	Departments/ Partners	Status
Improved Quality of Life through Recreation	**1. Enhance the quality of life for citizens through investment and innovation in parks and recreation and cultural amenities**	1.a.	Create a Parks and Recreation Master Plan that includes **School Athletic Facilities **Expansion of Pocket Parks **All City parks and recreation centers (Booker T. Washington School, GHP, MHP, Betsy Bell, etc.) **Basketball/Tennis Courts/Parking lot Realignment **School properties	Upcoming FY 2027-2031 CIP Discussion	Parks and Recreation/City Manager's Office/Finance Department	
		1.b.	City staff to provide an update on the Moxie Stadium Plan Review	Upcoming FY 2027-2031 CIP Discussion	Parks and Recreation/City Manager's Office/Finance Department	
		1.c.	~~Provide an update on a Bike-Pedestrian Plan and Greenway Plan~~ **Create a comprehensive Multimodal Transportation Plan for the city, which will include bike-pedestrian and greenways.**	During 2026	Community Development/ Transportation Planning/Public Works	
		1.d.	Ongoing - initiatives related to establishing partnerships to build a Public Arts Program	During 2026	City Manager's Office/Outside Arts Agencies	
	Actions Taken: 1.a. - Parks and Recreation has submitted CIP project to address a Master Plan. **1.b**. - "Moxie Stadium Improvements" is still in the current CIP. Parks and Recreation has made some minor improvements "in-house" to the infield by adding new sod to areas of concern and adding new sod down the base paths at the request of the High School and Staunton Braves. These are temporary repairs that addresses some safety issues until City Council decides the path moving forward. **1.c. -** Community Development and Transportation will be pursuing the creation of a comprehensive multimodal transportation plan. Using sidewalk and greenways CIP reserve funds, an RFP will be issued early 2026.					

Status Key	
	Ahead of Schedule/Complete
	On Schedule
	Behind Schedule/Needs Attention

November 2025 Report

Strategic Area	Goal		Adopted Strategies	Timeline	Departments/ Partners	Status
Effective Communication with Citizens	**1. Build a communication strategy to ensure citizens are informed about their local government**	**1.a.**	Publish resource library of Staunton Citizen University for all citizen access	2025 Citizen University	Engagement & Communications	
			Citizen University Videos			
		1.b.	Establish a protocol for updating the city's website	During 2026	Engagement & Communications	
		1.c.	Revise/revamp website to personalize the citizen experience including mobile versus desktop compatibility. Examples include: **Online community hub for all digital city services (tax and bill payment, community/survey input, city news/updates, Public Works requests). **Online GIS platform for information/status/schedule of city infrastructure projects (utilities, street projects, closures, sidewalks, paving).	During 2026	Engagement & Communicationsto coordinate with approroprirate city departments	
		1.d.	Evaluate an emergency communication update system for citizens (alerts)	During 2026	Fire & Rescue; Engagement & Communications	
		1.e.	Encourage staff participation in artificial intelligence conferences/workshops to support efficient use of technology in delivery of services in local government and develop an AI citywide usage policy	Ongoing	City Manager's Office to coordinate with departments.	
	Actions Taken: 1.a. Videos are being added as time and tech allow. Several recordings already available. **1.c. -** Some is this is more challenging and possibly costly. Continuing to explore options and see what upgrades are available. Need to consider User Experience Study/Testing. Meeting WCAG standards (accessibility) really needs to be part of this one. **1.d.** - In the process of working with our vendor, Everbridge to update our sign up process, including the option to "Text to sign up." Also setting up the city for IPAWS giving us the ability to send wireless emergency alerts, like an Amber Alert.					

Status Key

Ahead of Schedule/Complete
On Schedule
Behind Schedule/Needs Attention

November 2025 Report - Other Tasks

Strategic Area	Goal		Adopted Tasks/Action Items	Timeline	Status
N/A	N/A	1	Provide update to City Council on city grants obtained by the city, amounts and purpose (to start in January 2026)	By January 2026	
		2	Make improvements to the city's Activity Report, such as inclusion of more year over year trend data from departments and making it more of a feature on the city's website	Ongoing	
		3	With the opening of the new pool house next summer at Gypsy Hill Park, expand the pool season into Labor Day, and purchase a new pool clock	Spring 2026	
		4	As part of the FY 2027 and future budget processes, continually review the following: **Taxes, fees and other strategic revenue generation to ensure that city services and capital needs can be adequately planned and funded **Focus on long term for city infrastructure needs and communicate those to the community often **City service efficiencies and cost savings **Opportunities to provide services and develop initiatives at a regional level (including an update on regional partnerships)	Ongoing	
	Actions Taken: 1. Staff has been working on the reporting of grants, which will be rolled out in early 2026. **3.** Parks and Recreation staff has had several staff discussions on how to extend the pool season. This will be addressed during the Lifeguard interview process to determine the number of staff that can be available until Labor Day. They have also discussed and hope to implement some weekly programming when School Starts, some ideas are extending the adult lap swim, toddler swim lessons, senior swim, etc. We will make every effort to increase programming and hours of operations depending on staff available. This will also be a discussion during the FY 2027 budget, to also include possible changes to fees.				

CITY COUNCIL

AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	**November 13, 2025**	**City Council** **John C. Blair, II** **City Attorney**
Item #	4	
Department:	**City Council**	
Alignment with Staunton Plan (Value/Strategic Area):	**Value: Excellence**	
Subject:	**Closed Meeting for Discussion of the Performance of the City Manager and Consultation With Legal Counsel Concerning a Public Contract**	

Suggested Motion: I move to enter a closed meeting for (i) discussion of the performance of the Staunton City Manager pursuant to Virginia Code Section 2.2-3711(A)(1); and (2) consultation with legal counsel, the Staunton City Attorney, for a specific matter related to a contractual provision of a public contract and its conformity with the Code of Virginia requiring the provision of legal advice pursuant to Virginia Code Section 2.2-3711(A)(8).

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 COUNCIL AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	**November 13, 2025**	**City Council**
Item #:	**A**	
Department:	**City Council**	
Alignment with Staunton Plan (Value/Strategic Area):	**Value: Excellence**	
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:	**November 13, 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 October 23, 2025

Suggested Motions: I move to approve the work session and regular meeting minutes of October 23, 2025 [as presented] [with the following changes: _____.]

City Manager: Leslie Beauregard

City Council
WORK SESSION
October 23, 2025
5:45 p.m.

Council Members present: Vice Mayor Arrowood, and Councilors Campbell, Overholtzer, Park, Shepherd, and Woods.

Council Member absent: Mayor Edwards.

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

Councilor Overholtzer moved to approve John Blair as Acting City Clerk.

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

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

1. Consideration of Work Session and Regular Meeting Agendas

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

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

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

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

2. Discussion of Resolution Establishing the City of Staunton 2026 Legislative Program

City Attorney John Blair presented the proposed 2026 Legislative Program.

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The proposed 2026 Legislative Program consists of four items. The first item is the Virginia Municipal League's 2026 Legislative Program.

The second item is a proposed amendment to the Virginia Freedom of Information Act that would permit localities to not release the locality's utility account number. The City Attorney has worked with the Virginia Coalition for Open Government to provide a narrow exception to the Act's public records disclosure requirement. The Act already authorizes localities to withhold banking account numbers. The purpose of the proposed amendment is to prevent possible fraud.

The third item is a proposed amendment to a scrivener's error in Virginia Code Section 58.1-3221. The City Assessor is requesting this change.

The fourth item is the 2026 Legislative Program document to be presented to Staunton's representatives in the 2026 General Assembly. In addition to the proposed code amendments, it contains Council's support for a sales tax referendum to support school division capital projects as well as a request for a study to examine expanding the authority of all cities and towns in Virginia to require dedication of land for sidewalk, curb, and gutter improvements as a component of the subdivision approval process. Currently, the authority is limited to towns in the Northern Virginia Transportation District. Councilor Overholtzer has proposed adding a position statement to the 2026 Legislative Program concerning the use of recyclable packaging materials due to potential landfill fiscal considerations

Councilor Campbell asked if the current state of the law permitted the City to require curb, gutter, and sidewalk improvements.

Mr. Blair said that the current state subdivision law only provided direct authorization to towns located in one Planning District. Otherwise, the law was ambiguous for cities like Staunton when a "sidewalk to nowhere" scenario arose.

3. Presentation to Council on Comprehensive Plan Update Progress

Rodney Rhodes, Director of the Community Development, stated the following:

Following the initial phase of public engagement and data collection presented in May 2025, the Comprehensive Plan 2045 update has progressed into its next phase, focusing on goal setting and recommended actions. A successful Community Workshop was held in June, and subsequent rounds of stakeholder meetings have helped refine goals and actions. This work has led to the development of initial recommendations, including a key proposal to simplify the Future Land Use Map to create a more user-friendly and effective guide for future development.

Progress Since May 2025:

- Community Workshop: On June 25, 2025, the City hosted a well-attended Community Workshop at Staunton High School. The event used an interactive, open-house format with stations centered on key themes, allowing for direct public input on visioning, goal setting, and brainstorming "big ideas" for Staunton's future.
- Stakeholder Meetings (Rounds 2 & 3): The project team conducted a second and third round of engagement with the 10 stakeholder groups. The second round consisted of

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an online survey to gather feedback on the overarching goals for each focus area. The third round involved in-person meetings to discuss and refine specific, actionable recommendations for the plan.

- Draft Recommendations: Feedback from the initial engagement, the June Community Workshop, and the recent stakeholder meetings has been analyzed to develop a community vision and begin drafting recommendations. A significant proposal is the consolidation of the Future Land Use Map (FLUM), reducing the land use categories from 17 to 10 to better align with the community's desired development patterns.

Next Steps:

- Evaluate and Prioritize Recommendations (Fall 2025): Through the remainder of Fall 2025, the Citizen Steering Committee and project team will continue to evaluate and prioritize the draft recommendations.
- Community Review and Feedback (Winter 2025-2026): The next phase of public engagement will include a third Open House on November 10 at Bessie Weller Elementary School from 5:30–7:00 p.m. for the community to review elements of the draft plan.
- Online survey: A survey will be launched in early 2026 to collect comments from the general public on the draft materials and recommendations.
- Draft Plan and Adoption (Spring 2026): The project team will draft the final plan, which will then be brought before the Planning Commission and City Council for public hearings and consideration for adoption.

Long Range Planner Meggie Taylor said there will be a Comprehensive Plan workshop on November 10 at Bessie Weller Elementary School from 5:30 p.m. to 7:00 p.m.

Vice-Mayor Arrowood asked if there will be specific recommendations for the ag-forestal land use category. Ms. Taylor said there would be.

Councilor Woods thanked Ms. Taylor and staff for all of their hard work.

Councilor Campbell asked if the workshop on November 10 would provide goals, strategies, and tactics. Ms. Taylor said that it would.

Councilor Campbell added that it's important to use this workshop and other avenues to explain that there is a difference between zoning and planning.

4. Implementation Update on Community Development Department Permitting Software

Linda Nesselrodt, Zoning Administrator, presented the following:

In April 2024, the City of Staunton procured the Enterprise Permitting and Licensing (EPL) software from Tyler Technologies to modernize and streamline operations within the Community Development Department.

Project Goals: The EPL system is being implemented to:

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- Provide citizens, developers, and contractors with an easy-to-use online platform for submitting documents, requesting inspections, and participating in electronic plan reviews.
- Offer City staff a user-friendly interface to efficiently process permit applications and reduce paper usage.
- Expedite the overall permitting process from submittal to issuance.

Next Steps:

City staff will provide Council with an update on:

- The current status of the EPL implementation
- Progress toward system launch
- Key milestones and anticipated go-live timeline
- Training and outreach efforts for both internal users and the public

This initiative marks a meaningful advancement in how the City of Staunton serves its residents and development community. By improving transparency, streamlining workflows, and expanding digital access to permitting services, the EPL system supports a more efficient and responsive government.

Vice-Mayor Arrowood said that this is an exciting development. He also appreciates that there will still be in-person assistance for those that need it.

Councilor Overholtzer asked if this is an off-the-shelf product. Ms. Nesselrodt said that it is off-the-shelf, but that the City needed to configure specific tasks.

Councilor Overholtzer asked if there are others in the stakeholder testing group aside from contractors. Ms. Nesselrodt said only contractors were in the stakeholder testing group.

Councilor Overholtzer asked if users would be required to create accounts. Ms. Nesselrodt said that they would.

Councilor Campbell asked if the system would be able to assist users with their needs or would a user need experience. Ms. Nesselrodt stated that staff is working on producing online manuals to assist users.

Councilor Campbell asked if there is a mapping component. Ms. Nesselrodt said there is a public facing mapping component of the system.

The work session adjourned at 6:19 p.m.

_____

John Blair
Acting Clerk of Council

DRAFT

REGULAR MEETING OF STAUNTON CITY COUNCIL
Thursday, October 23, 2025
7:00 p.m.
Rita S. Wilson Council Chambers

PRESENT:	**Vice Mayor Brad D. Arrowood**
	Adam F. Campbell
	Jeff L. Overholtzer
	Corrie R. Park
	Blake N. Shepherd
	Alice L. Woods
ABSENT:	**Mayor Michele D. Edwards**
ALSO PRESENT:	**Leslie Beauregard, City Manager**
	Amanda Kaufman, Assistant City Manager
	John Blair, City Attorney

Vice-Mayor Arrowood called the meeting to order: Vice-Mayor Arrowood 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 Rabbi Randi Nagel.

VICE MAYOR'S REPORT

Vice-Mayor Arrowood stated that he attended the Pride Festival and NAACP banquet and both were great events.

He also attended a recent Building Bridges event that focused on teen homelessness in local schools.

He also stated that the Staunton West End Business Association (SWEBA) will have a meeting next month to celebrate the 100th anniversary of Braden and VanFossen Ironworks.

Finally, he stated that October is Kindness Month and the entire Council is wearing Kindness Matters t-shirts.

DRAFT

ADDITIONAL ITEMS BY MEMBERS OF COUNCIL

Councilors Park and Campbell praised the recent opening of the new Animal Shelter.

Councilor Campbell stated that it was an excellent example of reusing an existing building.

Councilor Overholtzer stated that he recently attended an event celebrating the 85th anniversary of the Staunton First Church of the Nazarene.

Councilor Overholtzer also stated that he joined SWEBA to pick up trash as part of the Adopt-A-Spot program. He thanked all Adopt-A-Spot participants for helping to make Staunton a green and clean city.

Councilor Campbell announced the Comprehensive Plan workshop at Bessie Weller Elementary School on November 10th from 5:30 to 7:00 p.m.

Councilor Woods made the following nominations out of the Nominations Committee:

To appoint Liliana DiMeo to the Youth Commission for a 3-year term beginning November 1, 2025 and ending October 31, 2028.

To appoint Natalie Slater to the Diversity, Equity, and Inclusion Commission to fill the unexpired term of Raven Moore, ending September 30, 2027.

To reappoint Chris Okay and Jonathan Mason to the Staunton Redevelopment and Housing Authority for a 4-year term beginning November 1, 2025 and ending October 31, 2029.

As the motion was out of committee, a second was not necessary.

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

REGULAR MEETING

A. Consent Agenda

A.1. Approval of Minutes
Work Session and Regular Meeting of October 9, 2025

A.2. FY 2026 1st Quarter Financial Report- (Found at the End of the Minutes)

A.3. Considerations of Appointments of City of Staunton Fire Marshals

DRAFT

RESOLUTION APPOINTING
JEREMY A. DOLAN AND JOSEPH A. AYERS
AS FIRE MARSHALS OF THE CITY OF STAUNTON

WHEREAS, Staunton City Fire Chief, Jason Ball, is recommending the appointment of Jeremy A. Dolan and Joseph A. Ayers as Fire Marshals for the City of Staunton; and

WHEREAS, Staunton City Manager, Leslie M. Beauregard, concurs in Chief Ball's recommendation; and

WHEREAS, the Staunton City Council is required to approve the appointment of Fire Marshals pursuant to Staunton City Code Section 2.70.030 and Virginia Code Section 27-30; and

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

NOW, THEREFORE, the Staunton City Council approves the appointment of Jeremy A. Dolan and Joseph A. Ayers as Fire Marshals of the City of Staunton to serve an indefinite term in accord with Virginia Code Section 15.2-1503.

_____
Brad Arrowood,
Vice Mayor

ATTEST:_____
John Blair
Acting City Clerk

A.4. Consideration of Resolution to Establish City of Staunton Housing Commission

RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
TO ESTABLISH A HOUSING COMMISSION

Recitals

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

B. Formation of a Housing Commission is included in the Action Plan of the City of Staunton's Housing Strategy.

DRAFT

C. The City's Housing Planner and Grants Coordinator presented the Goals, Strategies, and Action Plan of the Housing Strategy including the formation of a Housing Commission to Council at their meeting on July 24, 2025.

D. Council now desires to memorialize the establishment of the Housing Commission, as a public body, and outlines the parameters for its membership, function, and expected work that will benefit Council and the City of Staunton as the City seeks to understand and implement policies, programs, and procedures to address affordable and workforce housing.

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

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

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

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

   a. The application process shall be designed to ensure that Commission membership composition supports the housing goals of the City as included in the City of Staunton's Housing Strategy.

   b. Commission members will meet on a quarterly basis throughout the calendar year beginning in 2026.

   c. Six of the nine members appointed to Commission for terms beginning in 2026 shall be members of the Staunton Housing Strategy Work Group. These six members shall be appointed to one (1) year or two (2) year terms. The other three appointees shall be individuals who did not serve on the Staunton Housing Work Group. Subsequent appointments to the Commission shall not require Staunton Housing Strategy Work Group membership.

   d. The City Council shall give strong consideration to appointing an individual who is a for-profit developer of multifamily residential units.

3. The Commission shall have the following duties:

   a. Partner with the City's efforts to move the goals and strategies of the City of Staunton's Housing Strategy forward.

DRAFT

b. Provide expertise and guidance to the City Council and City leaders on ways to increase the amount and quality of affordable and workforce housing in the City.

c. Participate in an advisory role in creation of the City's Community Block Grant Program's Annual Action Plan that is submitted to the U.S. Department of Housing and Urban Development every August. Up to two members of the Housing Commission, who don't have a direct conflict of applying for or receiving CDBG funding, may participate in this advisory role.

d. Communicate concerns of community members related to housing to the City Council and city leadership.

e. Conduct periodic reviews of the City's Housing Strategy and recommendations based on current research and potential changes in the Staunton community.

f. Provide an annual written report to City Council about the Commission's activities for the previous calendar year.

g. Perform additional functions or duties as may be so identified by the City Council or City Manager or Designee.

4. The Director of the Community Development Department shall be responsible for the assignment of staff support to the Commission in the exercise of its functions, powers, and duties.

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

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

Adopted this ___ day of _____ 2025.

_____
Brad Arrowood, Vice Mayor

Attest: _____
John Blair
Acting City Clerk

DRAFT

Vice-Mayor Arrowood 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."

Vice-Mayor Arrowood 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 Overholtzer moved to approve the Consent Agenda as presented.

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

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

B. <u>Oaths of Office—Deputy Chief Adam Dolan, Captain Justin Siron, Lieutenant Jordan Taylor, and Lieutenant Bradley Goodbar</u>

Vice-Mayor Arrowood administered the oaths of office to the following Fire Department members to recognize their promotions: Deputy Chief Adam Dolan, Captain Justin Siron, Lieutenant Jordan Taylor, and Lieutenant Bradley Goodbar.

C. <u>Update on Wharf Daylighting Feasibility Study</u>

Willow Hughes, Environmental Programs Administrator, provided an update on the Wharf Daylighting Feasibility Study Scope of Work.

She stated that at the September 25 Work Session, the Council made two requests to amend the scope of a study to examine daylighting portions of Peyton and Lewis Creeks near the Wharf district.

The first modification requested was to remove options that daylight concrete channels.

The second modification requested was to compare the maintenance costs of a confined tunnel versus an open channel.

Both modifications have been added to the Wharf Daylighting Feasibility Study Scope of Work, and the new cost of the study will be approximately $159,000.00.

Councilor Overholtzer asked what the next step would be after completion of the study.

DRAFT

Ms. Hughes stated that the completed study would be presented to Council to choose a scenario and then design work would commence.

Councilor Campbell asked if the consultant would look at the maximum amount of daylighting possible and work backwards from that assumption. Ms. Hughes said that would be the assumption the consultant started from in conducting the study.

Councilor Shepherd asked if these potential options could mitigate potential flooding hazards. Ms. Hughes stated that the Wharf could not currently withstand a ten-year flooding event storm. She stated that hopefully these options could increase the storm bearing capacity to a ten-year flooding event storm.

Councilor Campbell asked if the City has a good idea about possible effects of a ten-year flooding event storm on the Wharf. Ms. Hughes stated that the City does not. The City does know that the Lewis Creek tunnel can not hold water from a ten-year flooding event storm. The Peyton Creek tunnel can hold water during a ten-year flooding event storm until its juncture with Lewis Creek.

Councilor Overholtzer asked if options such as curving or meandering will be considered in terms of flood control. Ms. Hughes said she's had high level discussions with the consultant and options such as curving will be considered during the study.

Councilor Campbell congratulated Ms. Hughes on graduating from the Virginia Women's Municipal Leadership Institute.

Councilor Woods moved that City Council proceed with the scope, as presented, for the Wharf Daylighting Feasibility Study.

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

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

MATTERS FROM THE CITY MANAGER

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

- This coming weekend will be the final weekend of Shop and Dine Out for 2025.
- Early voting is occurring at City Hall from 9:00 a.m. to 5:00 p.m. on weekdays. Additionally, there will be early voting at City Hall on Saturday October 25 and Saturday November 1 from 9:00 a.m. to 5:00 p.m.
- Leaf collection will begin on November 3.

DRAFT

- City officers will be closed on November 11 in observance of Veterans Day. Trash collection scheduled for November 11 will occur on November 12.

MATTERS FROM THE PUBLIC

Vice Mayor Arrowood read the following statement:

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

Mark Hopp addressed the City's contract with Flock concerning license plate readers. He highlighted that section 5.3 of the contract permitted Flock to access the City's data during an emergency and that emergency is a broad term. He pointed out that Google and AT&T recently had large data breaches. He also highlighted that the Warrenton Town Council recently decided to terminate any further discussion of contracting with Flock.

Keyan Aliaskari asked to make the City's sidewalks cleaner. He suggested that the City not use chemical-based sidewalk salts.

Constance Birch also urged the City to maintain cleaner sidewalks including on Greenville Avenue.

Deborah Kushner highlighted the growing network of Flock cameras and technologies such as drones and artificial intelligence profiles. She also highlighted the relationship of Flock with venture capitalists such as Peter Thiel. She stated that the ACLU opposes the use of camera technology such as Flock. She also stated that there are a growing number of lawsuits related to Flock's use of data including a settlement in Denver.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 7:56 p.m.

_____

John C. Blair, II
Acting Clerk of Council

DRAFT

CITY COUNCIL AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	**November 13, 2025**	**City Council** **John C. Blair, II** **City Attorney**
Item #	**A.2**	
Department:	**City Council** **City Attorney**	
Alignment with Staunton Plan (Value/Strategic Area):	**Value: Engagement** **Strategic Area: Effective Communication with Citizens**	
Subject:	**Consideration of Resolution Establishing the City of Staunton's 2026 Legislative Program**	

Background: The proposed 2026 Legislative Program consists of four items. The first item is the Virginia Municipal League's 2026 Legislative Program.

The second item is a proposed amendment to the Virginia Freedom of Information Act that would permit localities to not release the locality's utility account number. The City Attorney has worked with the Virginia Coalition for Open Government to provide a narrow exception to the Act's public records disclosure requirement. The Act already authorizes localities to withhold banking account numbers. The purpose of the proposed amendment is to prevent possible fraud.

The third item is a proposed amendment to a scrivener's error in Virginia Code Section 58.1-3221. The City Assessor is requesting this change.

The fourth item is the 2026 Legislative Program document to be presented to Staunton's representatives in the 2026 General Assembly. In addition to the proposed code amendments, it contains Council's support for a sales tax referendum to support school division capital projects as well as a request for a study to examine expanding the authority of all cities and towns in Virginia to require dedication of land for sidewalk, curb, and gutter improvements as a component of the subdivision approval process. Currently, the authority is limited to towns in

the Northern Virginia Transportation District. Councilor Overholtzer has proposed adding a position statement to the 2026 Legislative Program concerning the use of recyclable packaging materials due to potential landfill fiscal considerations.

The Council considered the proposed Legislative Program at its October 23, 2025 meeting and indicated its approval of the Program.

City Manager's Recommendation: Adopt the City's 2026 Legislative Program.

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

Attachments:

Attachment 1—VML Legislative Program
Attachment 2—Proposed Amendment to Virginia Code Section 2.2-3705.1
Attachment 3—Proposed Amendment to Virginia Code Section 58.1-3221
Attachment 4—2026 Legislative Program
Attachment 5—Resolution Adopting the Legislative Program

City Manager: Leslie Beauregard

VML Legislative Committee
Proposed 2026 Legislative Program and Priorities
As Amended and Approved by VML Legislative Committee
October 12, 2025

DRAFT

Priorities

Local Land Use

Localities must maintain control of local land use decisions. Neither the state nor the federal government should usurp or pre-empt a locality's authority to make such decisions; nor should they impose requirements that weaken planning and land use functions. This includes all types of housing, including but not limited to short-term rentals.

VML also supports local government authority to promote affordable and mixed-income housing as well as the required infrastructure to facility.

Local Revenue Sources

Local tax revenues are primarily derived from real estate, personal property (i.e., car tax), local sales and uses, Business, Professional, Occupational Licensing (BPOL), meals and transient occupancy taxes. These revenues are used to fund each locality's priorities that tend to focus on K-12 education and public safety. VML cannot support initiatives that phase out or eliminate sources of revenue to cities, counties, and towns without a firm commitment of ongoing general fund resources to offset local revenue losses.

Support for Public Education

A General Assembly joint subcommittee continues examining recommendations from the 2023 Joint Legislative Audit and Review Commission (JLARC) report on the Standards of Quality (SOQ), including recommendations on updating the SOQ in the short- and long-run. VML encourages the General Assembly to expeditiously implement and fund the JLARC recommendations to more equitably share the costs of K-12 public education with local governments and to ensure the overall success of students across the Commonwealth.

VML supports solutions to address school construction and renovation needs (estimated at $25.0 billion), including statewide local authority for a local one percent sales tax for school construction by referendum.

VML supports innovation in public schools but opposes efforts to limit local authority or to divert state funds from the public education system.

Legislative Program Items

Accessory Dwelling Units (ADUs)

Localities should retain local land use control when regulating accessory dwelling units.

Assistance to Local Police Departments (HB 599 Program)

Almost 70 percent of Virginians live in communities served by police departments. The State created a program of financial assistance to local police departments (HB 599) when it imposed an annexation moratorium on cities more than 30 years ago. It has increasingly de-emphasized this funding obligation as a priority but has never compromised on the annexation moratorium.

VML calls for the state to honor its commitment to local governments and public safety by funding the program as stipulated in the Code of Virginia or lift the moratorium on annexation.

Authority for Retired Law Enforcement to Handle Temporary Detention Orders

Allow retired law enforcement officers to handle Temporary Detention Orders (TDO's).

Cannabis Retail Sales – Local Referenda, Land Use, and Revenue Authority

VML urges the Virginia General Assembly to authorize local governments – cities, towns, and counties – to regulate land use and zoning, hold a referendum on retail sales, and tax recreational cannabis retailers.

Clarification of Franchise Fees: Non-monetary Benefits

Clarify that the Code of Virginia's prohibition of franchise fees refers only to monetary fees and does not prevent local governments from negotiating for non-monetary benefits.

Compensation for Wrongful Incarceration for Certain Intentional Acts

VML urges the General Assembly to reconsider recent legislation (H.B. 1914, 2025 General Assembly) related to compensation for wrongful incarceration. Specifically, we urge the General Assembly to provide localities with the same discretion given to the Commonwealth regarding compensation in wrongful incarceration cases in which the person has been declared innocent or received an absolute pardon for a crime the person did not commit. We also request removal of language regarding withholding of state funding to a locality in such cases.

CSA State and Local Funding Partnership

Local governments administer the Children's Services Act (CSA) program on behalf of the state, and local governments share in the funding responsibilities with the state. Local governments have consistently supported efforts to contain costs for the program, particularly the private day special education program. VML adamantly opposes the capping of state funding responsibility for this and any other component of the CSA program, which simply shifts the funding burden for mandated services onto local governments.

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Deed Fraud

VML supports legislation that will assist in reducing the number of fraudulent deed transactions in the Commonwealth.

Local and Regional Juvenile Detention Facilities

Local and regional juvenile detention facilities play an integral role in the continuum of Virginia's juvenile justice system. A major consideration in maintaining the system of local and regional detention facilities is to serve youth closer to their families, their community support systems, the courts with which they are involved, and their legal counsel.

Any state-level discussion of the future of this system, including efforts involving closures or consolidations, must involve the major stakeholders involved in the system, such as members of the juvenile and domestic relations courts system, detention facility managers, and youth/family advocates.

Discussions should also consider regions looking to open facilities to serve their communities and avoid sending youth long distances for placement; include examination of ways the state can improve investments in facilities to update key infrastructure; address behavioral health needs of youth and their families to improve outcomes; and find ways to effectively address state requirements for educational services.

Local Excise Taxes

VML supports the statewide authority for local governments to establish an excise tax on the sale of vaping products. VML also supports the statewide authority for local governments to establish an excise tax on the sale of cannabis products.

Referendum Authority for Towns

VML supports inclusion of towns in any legislation authorizing referenda by local governments, including but not limited to skill games legislation.

Sovereign Immunity

Expanding liability and eroding immunities at the state level across the nation have had a chilling effect on the actions of local government officials contributing to local government insurance problems, creating immense financial risks (particularly for legal costs), and posing a substantial obstacle to the provision of needed public services. The Virginia General Assembly should strengthen and must maintain the principles of sovereign immunity for local governments and their officials.

State-mandated Tax Policy Changes and Local Revenues

Locally elected officials understand the needs of their community as well as the burden of taxation on their constituents. The Commonwealth should refrain from encroaching upon the responsibility of local officials by imposing additional exemptions from locally generated revenues or imposing additional red tape that make it more difficult to raise revenue in their communities.

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Further, VML opposes any state-mandated exemptions to the local option sales tax or to the real estate tax unless the General Assembly can establish a viable revenue replacement to local governments.

Stormwater Local Assistance Funding (SLAF) and Water Quality Improvement Fund (WQIF)

VML Supports the addition of $50 million to the Stormwater Local Assistance Fund (SLAF) in Fiscal Year 2026 to meet documented needs. VML Supports continued full state funding for the Water Quality Improvement Fund (WQIF).

Study of Mandatory Property Tax Exemptions

Real property tax revenues are the mainstay of local government budgets, and state mandates that reduce these revenues place pressure on other local government budget priorities, such as property tax relief for the elderly and disabled, funding for K-12 education, and the appropriate level of taxation for each locality. VML supports the Commonwealth convening a work group (i.e., JLARC or TAX) to analyze the rising cost of mandatory property tax exemptions for disabled veterans and their families, which has increased from $8 million in 2011 to an estimated $284 million in 2025, and make recommendations to address the loss of local revenue.

The Changing Federal Funding Situation

As the federal government fundamentally changes its funding relationship with states, localities, and organizations that serve communities, VML asks that the state prioritize its resources for vital services to help protect and serve children, families, and the most vulnerable in our communities.

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PROPOSED AMENDMENT TO
VIRGINIA CODE SECTION 2.2-3705.1

§ 2.2-3705.1. Exclusions to application of chapter; exclusions of general application to public bodies.

The following information contained in a public record is excluded from the mandatory disclosure provisions of this chapter but may be disclosed by the custodian in his discretion, except where such disclosure is prohibited by law. Redaction of information excluded under this section from a public record shall be conducted in accordance with § 2.2-3704.01.

…

13. Account numbers or routing information for any credit card, debit card, or other account with a public utility or financial institution of any person or public body. However, access shall not be denied to the person who is the subject of the information. For the purposes of this subdivision, "financial institution" means any organization authorized to do business under state or federal laws relating to financial institutions, including, without limitation, banks and trust companies, savings banks, savings and loan companies or associations, and credit unions and "public utility" shall have the same meaning as found in Virginia Code Section 56-265.1 but "other account" shall not include those accounts furnishing telephone services. As used in this subdivision, "account numbers or routing information" shall not include any telephone number of a public body.

PROPOSED AMENDMENT TO
VIRGINIA CODE SECTION 58.1-3221

§ 58.1-3221. Partial exemption for certain rehabilitated, renovated or replacement commercial or industrial structures.

…

E. Where rehabilitation is achieved through demolition and replacement of an existing structure, the exemption provided in subsection A shall not apply when any structure demolished is a registered Virginia landmark or is determined by the Department of Historic Resources to contribute to the significance of a registered historic district ~~landmark~~.

EXHIBIT A

STAUNTON CITY COUNCIL
2026 LEGISLATIVE PROGRAM

1. The Staunton City Council endorses the 2026 Virginia Municipal League Legislative Program.

2. The Staunton City Council respectfully requests that the 2026 Session of the Virginia General Assembly enacts legislation that authorizes localities to conduct binding referenda to support an up to one percent increase in the sales and use tax to be used only for capital projects for the construction or renovation of school facilities.

3. The Staunton City Council respectfully requests that the 2026 Session of the Virginia General Assembly enacts an amendment to Virginia Code Section 58.1-3221 to correct what appears to be a scrivener's error. A copy of a proposed amendment is attached to this Legislative Program.

4. The Staunton City Council respectfully requests that the 2026 Session of the Virginia General Assembly enacts an amendment to Virginia Code Section 2.2-3705.1 to exempt municipal utility account numbers from disclosure pursuant to the Virginia Freedom of Information Act. A copy of a proposed amendment, drafted in consultation with the Virginia Coalition for Open Government, is attached to this Legislative Program.

5. The Staunton City Council respectfully requests that the 2026 Session of the Virginia General Assembly authorize a study to determine if all cities and towns within the Commonwealth of Virginia should be provided the authority to require dedication of land for sidewalk, curb, and gutter improvements as provided to towns in the Northern Virginia Transportation District pursuant to Virginia Code Section 15.2-2242(12).

6. The Staunton City Council respectfully requests that its representatives in the 2026 Session of the Virginia General Assembly support any legislation introduced which requires or encourages manufacturers to use packaging materials that can be easily recyclable.

RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON
APPROVING THE 2026 LEGISLATIVE PROGRAM

WHEREAS, the Staunton City Council has determined that it is necessary and proper to present a Legislative Program to its representatives in the Virginia General Assembly;

NOW, THEREFORE, BE IT RESOLVED that the Staunton City Council adopts the 2026 Legislative Program attached to this Resolution as Exhibit A.

BE IT FURTHER RESOLVED that the 2026 Legislative Program shall be presented to the City of Staunton's representatives in the 2026 Session of the Virginia General Assembly.

Adopted this_____ day of _____, 2025.

_____
Michele D. Edwards, Mayor

ATTEST: _____
John Blair
Acting Clerk of Council

DRAFT

CITY COUNCIL AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	**November 13, 2025**	**City Council**
Item #	**A.3**	
Department:	**City Council**	
Alignment with Staunton Plan (Value/Strategic Area):	**Value: Engagement**	
Subject:	**Consideration of Proclamation to be Presented in Council Chambers in honor of President Wilson's 1919 Pierce-Arrow, Celebrating 100 Years in Staunton**	

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

The item before City Council is the approval of a request for a proclamation to be presented in Council Chambers at the December 11, 2025 Council meeting. The proclamation is in recognition of **President Wilson's 1919 Pierce-Arrow, Celebrating 100 Years in Staunton**. Should Council approve this proclamation, it will be prepared for presentation at the beginning of the Regular Meeting on December 11, 2025.

Attachment: Not applicable

City Manager's Recommendation: Not applicable

Suggested Motion: I move to approve the requested proclamation in recognition of **President Wilson's 1919 Pierce-Arrow, Celebrating 100 Years in Staunton,** for presentation at the December 11, 2025 City Council meeting.

City Manager: Leslie Beauregard

CITY COUNCIL AGENDA BRIEFING

Staunton, VA

Meeting Date:	**November 13, 2025**	**Leslie Beauregard City Manager John Blair City Attorney**
Item #	**A.4**	
Department:	**City Manager**	
Alignment with Staunton Plan (Value/Strategic Area):	**Value: Integrity; Inclusion & Equity; Excellence**	
Subject:	**Appointment of City Manager and Transportation Planner as Representative to Select Public Bodies and Authorization for City Manager to Designate an Alternate Representative to Select Public Bodies**	

Background: The City of Staunton is a member locality of several regional agencies including: BRITE Transit Advisory Committee (BTAC), Staunton Augusta Waynesboro Metropolitan Planning Organization (SAWMPO), and Blue Ridge Criminal Justice Board (BRCJB).

The organizational documents of each organization authorize the appointment of a City of Staunton representative to each body. The organizational documents of BTAC and SAWMPO allow for the appointment of an alternate representative of the City to participate in meetings in the event the City's primary representative is unable to attend.

With the pending departure of Ms. Amanda Kaufman as the City's Assistant City Manager, it is appropriate for City Council to appoint new individuals as the City's representative member on the bodies.

The attached Resolutions appoint the City Manager to serve as the City's representative to BRCJB and SAWMPO and the Transportation Planner to serve as the City's representative to BTAC. Additionally, for those bodies which permit the appointment of an alternate representative in the event that the City Manager or Transportation Planner is unable to attend those bodies' meetings, the resolutions grant the City Manager such authority.

Attachments:

Attachment 1—Resolutions appointing Leslie Beauregard as the City of Staunton's representative on the following regional agencies:

- Staunton Augusta Waynesboro Metropolitan Planning Organization
- Blue Ridge Criminal Justice Board

Attachment 2—Resolution appointing Susan Wilson as the City of Staunton's representative to BRITE.

City Manager's Recommendation: Approve the resolutions as presented

Suggested Motion: I move to adopt the resolutions as presented.

City Manager: Leslie M. Beauregard

DRAFT 10.21.2025

RESOLUTION
OF THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA TO TERMINATE THE APPOINTMENT OF ASSISTANT CITY MANAGER, AMANDA KAUFMAN, AS A MEMBER OF THE STAUNTON AUGUSTA WAYNESBORO METROPOLITAN PLANNING ORGANIZATION POLICY BOARD AND CONCURRENTLY APPOINT THE CITY MANAGER, LESLIE M. BEAUREGARD, AS THE CITY'S REPRESENTATIVE MEMBER ON THE BOARD; AND AUTHORIZING THE CITY MANAGER TO APPOINT AN ALTERNATE MEMBER ON THE BOARD AS MAY BE NECESSARY

Recitals

A. The Staunton-Augusta-Waynesboro Metropolitan Planning Organization (SAWMPO) was established as a result of the designation of the Staunton-Augusta-Waynesboro Urbanized Area by the U.S. Census on March 26, 2012. Federal regulations require an urbanized area to create and maintain an ongoing transportation planning process that is overseen by representatives of the local jurisdictions as well as state and federal transportation officials;

B. SAWMPO was created through a Memorandum of Understanding between the local jurisdictions in the urbanized area, including the Cities of Staunton and Waynesboro, Augusta County, and the Secretary of Transportation for the Commonwealth of Virginia. The MOU was adopted by SAWMPO at its first meeting, held on August 13, 2012, circulated to the local governments for adoption, and was executed on November 7, 2012. SAWMPO designated the Central Shenandoah Planning District Commission to serve as the staff to the SAWMPO;

C. Under the June 2016 Bylaws of SAWMPO, the voting membership of the SAWMPO shall be composed of two (2) voting representatives for the City of Staunton, and one (1) alternate member to serve in the absence of the regular representative. City Council designates the respective representatives;

D. Amanda Kaufman was designated as the City's representative member of SAWMPO pursuant to a resolution adopted by City Council at its regular meeting on February 23, 2023;

E. Amanda Kaufman has announced her resignation from the City of Staunton effective December 1, 2025 to accept another local government management position;

F. It is Ms. Beauregard's recommendation for Staunton City Council to terminate Amanda Kaufman's appointment to SAWMPO and concurrently appoint Leslie M. Beauregard, City Manager, as a representative SAWMPO member, and for the City Manager to appoint an alternate SAWMPO member as may be necessary; and

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

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

1. To the extent necessary, the appointment of Amanda Kaufman to the Staunton-Augusta-Waynesboro Metropolitan Planning Organization policy board is terminated and Leslie M. Beauregard, City Manager, is appointed as a City representative on the board;

2. The City Manager is authorized to appoint an alternate member to the policy board as may be necessary; and

3. It directs the Clerk of Council to transmit immediately an attested copy of this Resolution to the Board.

Adopted: November 13, 2025

_____
Michele D. Edwards, Mayor

ATTEST:_____
John Blair
Acting Clerk of Council

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RESOLUTION
OF THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA TO TERMINATE THE APPOINTMENT OF ASSISTANT CITY MANAGER, AMANDA KAUFMAN, AS THE BLUE RIDGE CRIMINAL JUSTICE BOARD MEMBER AND CONCURRENTLY APPOINT THE CITY MANAGER, LESLIE M. BEAUREGARD, AS THE CITY'S REPRESENTATIVE MEMBER ON THE BOARD

Recitals

A. The Blue Ridge Criminal Justice Board (BRCJB) was duly formed under the provisions of Virginia Code Section 9.1-178 et seq. to provide and support a broad range of community-oriented justice options in an effort to reduce jail overcrowding, enhance public safety, and offer remedial and rehabilitative opportunities to pretrial defendants and post conviction offenders;

B. The City of Staunton, Virginia, is a participating locality of BRCJB;

C. Under the November 19, 2013 Bylaws of BRCJB (the Bylaws), BRCJB shall include "a person appointed by each governing body to represent the governing body;"

D. Assistant City Manager, Amanda Kaufman, currently serves as the City of Staunton's government representative to BRCJB, pursuant to a resolution adopted by City Council at its regular meeting on February 23, 2023;

E. Amanda Kaufman has announced her resignation from the City of Staunton effective December 1, 2025 to accept another local government management position;

F. It is Ms. Beauregard's recommendation for Staunton City Council to terminate Amanda Kaufman's appointment to BRCJB and concurrently appoint Leslie M. Beauregard, City Manager, as the City's BRCJB representative; and

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

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

1. To the extent necessary, the appointment of Amanda Kaufman to the Blue Ridge Criminal Justice Board is terminated and Leslie M. Beauregard, City Manager, is appointed as the City's government representative; and

2. It directs the Clerk of Council to transmit immediately an attested copy of this Resolution to the BRCJB.

Adopted: November 13, 2025

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Michele D. Edwards, Mayor

ATTEST: _____
John Blair
Acting Clerk of Council

DRAFT

RESOLUTION
OF THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA TO TERMINATE THE APPOINTMENT OF THE ASSISTANT CITY MANAGER, AMANDA KAUFMAN, AS A MEMBER OF THE BLUE RIDGE INTER CITY TRANSIT EXPRESS ADVISORY COMMITTEE AND CONCURRENTLY APPOINT TRANSPORTATION PLANNER, SUSAN WILSON, AS THE CITY'S REPRESENTATIVE MEMBER ON THE BOARD, AND AUTHORIZING THE CITY MANAGER TO APPOINT AN ALTERNATE MEMBER ON THE BOARD AS MAY BE NECESSARY

Recitals

A. The Central Shenandoah Planning District Commission is responsible for the operation of the Blue Ridge Inter City Transit Express (BRITE) which provides transportation in the areas of Staunton, Waynesboro, and Augusta County;

B. The BRITE funding partners and stakeholders consist of the City of Staunton, Virginia, the City of Waynesboro, Virginia, the County of Augusta, Virginia, Augusta Health, Blue Ridge Community College, Shenandoah Valley Social Services, Wilson Workforce Rehabilitation Center, and Staunton Downtown Development Association;

C. The BRITE Transit Advisory Committee (BTAC) consists of one (1) member from each of the funding partners;

D. Amanda Kaufman was designated as the City's representative member of BTAC pursuant to a resolution adopted by City Council at its regular meeting on February 23, 2023;

E. Amanda Kaufman has resigned from the City of Staunton effective December 1, 2025 to accept another position in local government management;

F. It is Ms. Beauregard's recommendation for Staunton City Council to terminate Ms. Kaufman's appointment to BTAC and concurrently appoint Susan Wilson, Transportation Planner, as the representative BTAC member, and for the City Manager to be authorized to appoint an alternate BTAC member as may be necessary; and

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

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

1. To the extent necessary, the appointment of Amanda Kaufman, Assistant City Manager, is terminated and Susan Wilson, Transportation Planner, is appointed as the City representative on the Board;

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2. The City Manager is authorized to appoint an alternate member to the board as may be necessary; and

3. It directs the Clerk of Council to transmit immediately an attested copy of this Resolution to the Board.

Adopted: November 13, 2025

_____
Michele D. Edwards, Mayor

ATTEST:_____
John Blair
Acting Clerk of Council

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CITY COUNCIL

AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	**November 13, 2025**	**Jason Ball, Fire Chief** **John Blair, City Attorney**
Item #	**A.5**	
Department:	**City Manager** **Fire & Rescue**	
Alignment with Staunton Plan (Value/Strategic Area):	**Value: Excellence** **Strategic Area: Responsive, Efficient Government**	
Subject:	**Resolution in Support of Central Shenandoah Emergency Services Council Obtaining an Advanced Life Support Designation**	

Background: In late 2023, the Food and Drug Administration announced its intent to enforce provisions of the Drug Supply Chain Security Act. This announcement prompted many hospitals to discontinue their provision of drugs to EMS agencies pursuant to "drug kit" programs.

In order to comply with the new regulatory changes to the Drug Supply Chain Security Act and the Protecting Patient Access to Emergency Medications Act, the Central Shenandoah Emergency Services Council will need to obtain a Virginia Emergency Medical Services Agency License as an Advanced Life Support non-transport, non-designated Agency. This license will permit the Council to participate in a "hub and spoke" model for drug distribution to EMS agencies in Staunton and surrounding jurisdictions. Virginia Code Section 15.2-955 requires the Staunton City Council to approve the attached Resolution in order for the Central Shenandoah Emergency Services Council to apply for the License.

Attachment: Resolution approving the Advance Life Support Agency License

City Manager's Recommendation: Adopt the Resolution as presented.

Suggested Motion: I move to adopt the Resolution as presented.

City Manager: Leslie M. Beauregard

RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
APPROVING CENTRAL SHENANDOAH EMERGENCY MEDICAL SERVICES COUNCIL TO OPERATE AS A NON-TRANSPORT NON-DESIGNATED EMERGENCY RESPONSE AGENCY WITHIN THE CITY

Recitals

WHEREAS, the Central Shenandoah Emergency Medical Services Council has served Staunton, Virginia, and the surrounding area since December 10, 1979; and

WHEREAS, since its founding, the Central Shenandoah Emergency Medical Services Council has supported Emergency Medical Services (EMS) agencies throughout the region; and

WHEREAS, the Central Shenandoah Emergency Medical Services Council provides essential services, including a critical medication exchange program, in support of EMS agencies in the area;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Staunton, Virginia, that it hereby grants approval for the Central Shenandoah Emergency Medical Services Council to obtain a Virginia Emergency Medical Services Agency License as an Advanced Life Support, non-transport, non-Designated Emergency Response Agency; and

BE IT FURTHER RESOLVED that the Council authorizes the Central Shenandoah Emergency Medical Services Council to operate within the City of Staunton for the continued support of local EMS agencies; and

BE IT FINALLY RESOLVED that the Council recognizes the beneficial work of the Central Shenandoah Emergency Medical Services Council in support of the regional Emergency Medical Services system.

Adopted this 13th day of November, 2025.

_____
Michele D. Edwards, Mayor

_____
John Blair, Acting City Clerk

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CITY COUNCIL AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	**November 13, 2025**	**Amanda DiMeo Economic Development Director John C. Blair, II City Attorney**
Item #	**A.6**	
Department:	**Economic Development**	
Alignment with Staunton Plan (Value/Strategic Area):	**Values: Excellence; Environmentally Conscious Strategic Areas: Comprehensive Economic Development; Advanced Environmental Sustainability and Infrastructure**	
Subject:	**Consideration of Ordinance and Agreements for Commercial Property Assessed Clean Energy Program**	

Background: At its September 25, 2025 Work Session, the Council received a presentation regarding the Commercial Property Assessed Clean Energy program in Virginia.

Commercial Property Assessed Clean Energy (C-PACE) is an alternative source of financing available for commercial properties (i.e., all properties excluding 1- to 4-unit residential dwellings). Property owners can use C-PACE financing to cover 100% of the costs of projects for energy efficiency, water conservation, renewable energy generation, and resiliency upgrades. C-PACE financing includes all equipment, materials and labor costs, as well as indirect services and fees. No public dollars or taxpayer funds are used in C-PACE financing. Property owners repay the financing through a special assessment that is added to their property tax bill. If the property owner sells the property, the balance of the assessment remains with the property and seamlessly transfers to the new owner. C-PACE financing makes it easy for property owners to make improvements by eliminating upfront capital costs, providing competitive long-term financing for long-term capital improvements, and allowing property owners to transfer repayment obligations to a new owner upon sale.

At the conclusion of the presentation, all Councilmembers indicated their desire for the City of Staunton to participate in the C-PACE program.
In order to participate in the C-PACE Program, the Council will need to adopt an ordinance, an agreement with the Virginia Department of Energy to participate in the statewide C-PACE program, and a sample program agreement between the City, the Treasurer, and the property owner.

Attachments:

Attachment 1—CPACE Ordinance
Attachment 2—CPACE Agreement with the Virginia Department of Energy
Attachment 3—CPACE Program Agreement Sample

City Manager Recommendation: Adopt the ordinance and agreements as presented.

Suggested Motion: I move to adopt the CPACE ordinance, sample program agreement, and agreement with the Virginia Department of Energy as presented.

City Manager: Leslie M. Beauregard

DRAFT 10.1.2025

AN ORDINANCE AMENDING TITLE 13 OF THE STAUNTON CITY CODE TO ADD CHAPTER 13.85 COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY FINANCING PROGRAM

Recitals

A. The Staunton City Council received a presentation about the Commonwealth of Virginia's Commercial Property Assessed Clean Energy (CPACE) Financing Program on September 25, 2025;

B. The Staunton City Council desires to have the City participate in the CPACE Financing Program in accord with Virginia Code Section 15.2-958.3;

C. This matter has been property advertised, heard, and considered; and

D. 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 13 of the Staunton City Code is **HEREBY AMENDED, RESTATED, AND REORDAINED** as follows and indicated by the underlined text:

Chapter 13.85 COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY FINANCING PROGRAM

3.85.010 Purpose.

The purpose of this chapter is to create a "The City of Staunton Commercial Property Assessed Clean Energy (C-PACE) Financing Program," to operate in coordination with the statewide C-PACE program, all in accordance with Va. Code §15.2-958.3 as amended (hereinafter, the "C-PACE Act"). The local and statewide C-PACE programs, working together, will facilitate Loans made by Capital Providers to Property Owners of Eligible Properties to finance Eligible Improvements thereon. Subject to the limitations set forth in this chapter, the C-PACE Act, or other applicable law, each C-PACE Loan, inclusive of principal, interest, and any financed fees, costs, or expenses, will be secured by a voluntary special assessment lien on the Property that is the subject of such Loan.

3.85.020 Definitions.

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Assessment Payment Schedule means the schedule of installments of C-PACE Payments to be made in the repayment of the C-PACE Loan, which shall be attached as Exhibit B to the C-PACE Program Agreement.

Capital Provider means (i) a private lending institution that has been approved by the Program Administrator in accordance with the Program Guidelines to originate a C-PACE Loan and its successors and assigns; or (ii) the current holder of a C-PACE Loan.

City means the City of Staunton, Virginia.

Clerk's office means the Office of the Clerk of the Circuit Court of the City of Staunton, Virginia.

Commonwealth means the Commonwealth of Virginia.

Council means the Council of the City of Staunton, Virginia.

C-PACE means Commercial Property Assessed Clean Energy.

C-PACE Act means Virginia's "Commercial Property Assessed Clean Energy (C-PACE) financing programs" law, codified at Va. Code §15.2-958.3, and as that code section may be amended.

C-PACE Amendment means an amendment of the C-PACE Lien executed by the Capital Provider, the Property Owner and the Program Manager, as permitted in the C-PACE Documents, which C-PACE Amendment shall be recorded in the Clerk's Office to evidence each amendment to the C-PACE Loan and the C-PACE Lien.

C-PACE Assignment (CP) means a written assignment by one Capital Provider to another Capital Provider of the C-PACE Payments and/or C-PACE Lien pursuant to the terms of the assignment document.

C-PACE Assignment (Locality) means a written assignment by the City to the Capital Provider to whom the C-PACE Loan is then due, wherein the City relinquishes and assigns its right to enforce the C-PACE Lien to the Capital Provider, substantially in the form attached as Addendum 1 to the C-PACE Lien Certificate.

C-PACE Documents means the C-PACE Program Agreement, Financing Agreement, C-PACE Lien Certificate, C-PACE Assignment (CP) (if any), C-PACE Assignment (Locality) (if any), C-PACE Amendment (if any), and any other document, agreement, or instrument executed in connection with a C-PACE Loan.

C-PACE Lien or *Lien* means the voluntary special assessment lien levied against the Property as security for the C-PACE Loan.

C-PACE Lien Certificate means the voluntary special assessment lien document duly recorded among the Land Records against an Eligible Property to secure a C-PACE Loan.

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C-PACE Loan or *Loan* means a loan from a Capital Provider to finance a Project, in accordance with the Program Guidelines.

C-PACE Payment means the periodic installment payments of the C-PACE Loan by a Property Owner, due and payable to the Capital Provider or Program Administrator as permitted by the C-PACE Act in such amounts and at such times as described in the Assessment Payment Schedule.

C-PACE Program means the program established by the City through this chapter, in accordance with the C-PACE Act, that in coordination with the Statewide Program facilitates the financing of Eligible Improvements and provides for a C-PACE Lien to be levied and recorded against the Property to secure the C-PACE Loan.

C-PACE Program Agreement means the agreement executed among the Property Owner, the City, the Treasurer and the Capital Provider, and their respective successors and assigns, which includes the terms and conditions for participation in the C-PACE Program and the Property Owner's acknowledgment and consent for the City to impose a voluntary special assessment, record a C-PACE Lien Certificate against the Property Owner's Eligible Property and, if the City so determines, assign the rights to enforce the C-PACE Lien and C-PACE Lien Certificate to the Capital Provider (and if so assigned, also a consent of the Treasurer to such assignment). The C-PACE Program Agreement shall be substantially in the form attached hereto as Appendix A.

Delinquent Payment means any C-PACE Payment that was not paid by a Property Owner in accordance with the C-PACE Documents.

Eligible Improvements means the initial acquisition and installation of any of the following improvements made to Eligible Properties:

(1) Energy efficiency improvements;
(2) Water efficiency and safe drinking water improvements;
(3) Renewable energy improvements;
(4) Resiliency improvements;
(5) Stormwater management improvements;
(6) Environmental remediation improvements; and
(7) Electric vehicle infrastructure improvements.

Eligible Improvements may be made to both existing Properties and new construction, as further prescribed in this chapter and the Program Guidelines. Eligible Improvements shall include types of authorized improvements added by the General Assembly to the C-PACE Act after the date of adoption of this chapter, without need for a conforming amendment of this chapter. In addition to the elaboration on the types of Eligible Improvements provided in Section 3.85.030, below, a Program Administrator may include in its Program Guidelines or other administrative documentation definitions, interpretations, and examples of these categories of Eligible Improvements.

Eligible Property or Property means all assessable commercial real estate located within the City, with all buildings located or to be located thereon, whether vacant or occupied, whether improved or unimproved, and regardless of whether such real estate is currently subject to

taxation by the City. Eligible Property or Property may include multifamily properties with no fewer than five (5) units, common areas of real estate owned by a cooperative or a property owners' association that have a separate real property tax identification number, and commercial condominiums as defined in § 55.1-1900. Residential real estate with fewer than five units is not eligible for the C-PACE loan program.

Financing Agreement means the written agreement, as may be amended, modified, or supplemented from time to time, between a Property Owner and a Capital Provider, regarding matters related to the extension and repayment of a C-PACE Loan to finance Eligible Improvements. The Financing Agreement may contain any lawful terms agreed to by the Capital Provider and the Property Owner.

Land Records means the Land Records of the Staunton Circuit Court Clerk's Office.

Lender Consent means a written subordination agreement executed by each mortgage or deed of trust lienholder with a lien on the Property that is the subject of a C-PACE Loan, which allows the C-PACE Lien to have senior priority over the mortgage or deed of trust liens.

Loan Amount means the original principal amount of a C-PACE Loan.

Locality Agreement means the Virginia Energy – Locality Commercial Property Assessed Clean Energy Agreement between Virginia Energy and the City, pursuant to which the City elects to participate in the Statewide Program. The Locality Agreement shall be substantially in the form attached hereto as Appendix B. In order to participate in the Statewide Program, the Locality agrees to execute the Locality Agreement within 30 days after the adoption or amendment of its C-PACE ordinance.

Program Administrator means the private third party retained by Virginia Energy to provide professional services to administer the Statewide Program in accordance with the requirements of the C-PACE Act, this chapter, the Locality Agreement and the Program Guidelines.

Program Fee(s) means the fee(s) authorized by the C-PACE Act and charged to participating Property Owners to cover the costs to design and administer the Statewide Program, including, without limitation, compensation of the Program Administrator. While Capital Providers are required to service their C-PACE Loans, if a Capital Provider does not do so and the Program Administrator assumes the servicing responsibility and charges a servicing fee, the servicing fee shall also be included among the Program Fees.

Program Guidelines means a comprehensive document setting forth the procedures, eligibility rules, restrictions, Program Fee(s), responsibilities, and other requirements applicable to the governance and administration of the Statewide Program.

Program Manager means the City Manager or such person designated in writing by the City Manager to (i) supervise the City's C-PACE Program and participation in the Statewide Program, (ii) act as liaison with the Program Administrator and (iii) advise the Program Administrator as to who will sign the C-PACE Documents to which the Locality is a party on the Locality's behalf.

If the employee of the City who customarily signs agreements for the Locality is not the person designated as Program Manager, then references in this Ordinance and in the C-PACE Documents to the Program Manager signing certain C-PACE Documents on behalf of the Locality shall be construed to also authorize such customary signatory for the City to execute such C-PACE Documents.

Project means the construction or installation of Eligible Improvements on Eligible Property.

Property Owner means the fee simple owner of eligible property or the lessee under a long-term ground lease of eligible property, including a property that is owned by a public or private entity. To be eligible for a C-PACE loan (i) the term of the C-PACE loan shall not exceed the remaining term of the ground lease, (ii) there shall be no ground lease provisions or other circumstances that would prevent the property owner from participating in the C-PACE loan program, (iii) the fee simple owner shall consent to the C-PACE loan, and (iv) the fee simple owner and the lessee under a long-term ground lease shall comply with the requirements of the C-PACE loan program, including the program guide.

Property Owner Certification means a notarized certificate from Property Owner, certifying that (i) Property Owner is current on payments on Loans secured by a mortgage or deed of trust lien on the Property and on real estate tax payments, (ii) that the Property Owner is not insolvent or in bankruptcy proceedings, and (iii) that the title of the Property is not in dispute, as evidenced by a title report or title insurance commitment from a title insurance company acceptable to the Program Administrator and Capital Provider.

Statewide Program means the statewide C-PACE financing program sponsored by Virginia Energy, established to provide C-PACE Loans to Property Owners in accordance with the C-PACE Act, this chapter, the Locality Agreement, the C-PACE Documents and the Program Guidelines.

Treasurer means the Treasurer of the City.

Useful Life means the normal operating life of the fixed asset.

Virginia Code or Va. Code means the Code of Virginia of 1950, as amended.

Virginia Energy means the Virginia Department of Energy.

3.85.030 C-PACE Program; Eligible Improvements.

C-PACE Program. The C-PACE Program shall be available throughout the City, provided that the Property Owner, the Property, the proposed Eligible Improvements, the Capital Provider and the principal contractors all qualify for the Statewide Program. The following types of Eligible Improvements may be financed with a C-PACE Loan:

(1) Energy usage efficiency systems (e.g., high efficiency lighting and building systems, heating, ventilation, and air conditioning (HVAC) upgrades, air duct

sealing, high efficiency hot water heating systems, building shell or envelope improvements, reflective roof, cool roof, or green roof systems, and/or weather-stripping), or other capital improvements or systems which result in the reduction of consumption of energy over a baseline established in accordance with the Program Guidelines;

(2) Water usage efficiency and safe drinking water improvements (e.g., recovery, purification, recycling, and other forms of water conservation), or other capital improvements or systems which result in the reduction of consumption of water over a baseline established in accordance with the Program Guidelines;

(3) Renewable energy production facilities (e.g., solar photovoltaic, fiber optic solar, solar thermal, wind, wave and/or tidal energy, biomass, combined heat and power, geothermal and fuel cells), whether attached to a building or sited on the ground, and the storage and/or distribution of the energy produced thereby, whether for use on-site or sale or export to a utility or pursuant to a power purchase agreement with a non-utility purchaser;

(4) Resiliency improvements which increase the capacity of a structure or infrastructure to withstand or recover from natural disasters, the effects of climate change, and attacks and accidents, including, but not limited to:

a. Flood mitigation or the mitigation of the impacts of flooding;
b. Inundation adaptation;
c. Natural or nature-based features and living shorelines, as defined in Va. Code § 28.2-104.1;
d. Enhancement of fire or wind resistance, including but not limited to reinforcement and insulation of a building envelope to reduce the impacts of excessive heat or wind;
e. Microgrids;
f. Energy storage; and
g. Enhancement of the resilience capacity of a natural system, structure, or infrastructure;

(5) Stormwater management improvements that reduce onsite stormwater runoff into a stormwater system, such as reduction in the quantity of impervious surfaces or providing for the onsite filtering of stormwater;

(6) Environmental remediation improvements, including but not limited to:

a. Improvements that promote indoor air and water quality;
b. Asbestos remediation;
c. Lead paint removal;
d. Mold remediation; and
e. Soil or groundwater remediation;

(7) Electric vehicle infrastructure improvements, such as charging stations;

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(8) Construction, renovation, or retrofitting of a Property directly related to the accomplishment of any purpose listed in subsections (1) – (7) above, whether such Eligible Improvement was erected or installed in or on a building or on the ground; it being the express intention of the City to allow Eligible Improvements that constitute, or are a part of, the construction of a new structure or building to be financed with a C-PACE Loan; and

(9) Any other category of improvement (i) approved by the Program Administrator with the consent of the Program Manager as qualifying for financing under the Statewide Program, in accordance with the C-PACE Act (including amendments thereto which authorize additional types of Eligible Improvements), or (ii) added by the General Assembly to the C-PACE Act after the date of adoption of this chapter, without need for a conforming amendment of this chapter. In addition, a Program Administrator may include in its Program Guidelines or other administrative documentation definitions, interpretations and examples of these categories of Eligible Improvements.

(b) *Use of C-PACE Loan proceeds.* The proceeds of a C-PACE Loan may be used to pay for the construction, development, and consulting costs directly related to Eligible Improvements, including without limitation, the cost of labor, materials, machinery, equipment, plans, specifications, due diligence studies, consulting services (e.g., engineering, energy, financial, and legal), program fees, C-PACE Loan fees, capitalized interest, interest reserves, and C-PACE transaction underwriting and closing costs.

(c) *Program applications; prioritization.* The Program Administrator shall make available the Statewide Program's program application process, to provide for the review and approval of proposed Eligible Improvements and C-PACE Documents. Program applications will be processed by the Statewide Program in accordance with the eligibility requirements and procedures set forth in the Program Guidelines.

3.85.040 C-PACE Loan requirements; Program Fees; reporting; Program Administrator; Program Guidelines.

(a) *Source of Loans.* C-PACE Loans shall be originated by Capital Providers. The City and/or its respective governmental entities shall have no obligation to originate or guarantee any C-PACE Loans.

(b) *C-PACE Loan Amount thresholds.* The minimum Loan Amount that may be financed for each Project is fifty thousand dollars ($50,000.00). There is no maximum aggregate amount that may be financed with respect to an Eligible Property, except as stipulated in the Program Guidelines. There shall be no limit on the total value of all C-PACE Loans issued under the C-PACE Program.

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(c) *C-PACE Loan refinancing or reimbursement.* The Program Administrator may approve a Loan application submitted within three (3) years of the City's issuance of a certificate of occupancy or other evidence that the Eligible Improvements comply substantially with the plans and specifications previously approved by the City and that such Loan may refinance or reimburse the Property Owner for the total costs of such Eligible Improvements.

(d) *C-PACE Loan interest.* The interest rate of a C-PACE Loan shall be as set forth in the C-PACE Documents.

(e) *C-PACE Loan term.* The term of a C-PACE Loan shall not exceed the weighted average Useful Life of the Eligible Improvements, as determined by the Program Administrator.

(f) *Apportionment of costs.* All of the costs incidental to the financing, administration, collection, and/or enforcement of the C-PACE Loan shall be borne by the Property Owner.

(g) *Financing Agreements.* Capital Providers may use their own Financing Agreements for C-PACE Loans, but the Financing Agreement may not conflict with the provisions of this chapter, the C-PACE Act, or the C-PACE Program Agreement. To the extent of any conflict, this chapter, the C-PACE Act, and the C-PACE Program Agreement shall prevail.

(h) *C-PACE Program Agreement.* In order to participate in the C-PACE Program, Property Owner and Capital Provider shall enter into a C-PACE Program Agreement, which sets forth certain terms and conditions for participation in the C-PACE Program. The Program Manager is authorized to approve the C-PACE Loan and execute the C-PACE Program Agreement on behalf of the City without further action by the City Council. The Treasurer is also authorized to execute the C-PACE Program Agreement without further action by the City Council. The C-PACE Program Agreement shall be binding upon the parties thereto and their respective successors and assigns until the C-PACE Loan is paid in full. The Program Administrator may modify the C-PACE Program Agreement as necessary to further the Statewide Program's purpose and to encourage Program participation, so long as such modifications do not conflict with the Program Guidelines, this chapter, the Locality Agreement or the C-PACE Act.

(i) *Repayment of C-PACE Loan; collection of C-PACE Payments.* C-PACE Loans will be repaid by the Property Owner through C-PACE Payments made in the amounts and at such times as set forth in the Assessment Payment Schedule, the C-PACE Documents and Program Guidelines. The Capital Provider shall be responsible, subject to and in accordance with the terms of the C-PACE Program Agreement and other C-PACE Documents, for the servicing of the C-PACE Loans and the collection of C-PACE Payments. If a Capital Provider fails to service a C-PACE Loan, such C-PACE Loan shall be serviced by the Program Administrator. Nothing herein shall prevent the Capital Provider or the Program Administrator from directly billing and collecting

the C-PACE Payments from the Property Owner to the extent permitted by the C-PACE Act or other applicable law. The enforcement of C-PACE Loans and their C-PACE Documents during an event of default thereunder is governed by Section 3.85.050.

(j) *C-PACE Loan assumed.* A party which acquires a Property which is subject to a C-PACE Lien, whether it obtained ownership of the Property voluntarily or involuntarily, becomes the Property Owner under the C-PACE Documents and, by virtue of the C-PACE Lien running with the land, assumes the obligation to repay all remaining unpaid C-PACE Payments which are due and which accrue during such successor Property Owner's period of ownership. Only the current C-PACE Payment and any Delinquent Payments, together with any penalties, fees and costs of collection, shall be payable at the settlement of a Property upon sale or transfer, unless otherwise agreed to by the Capital Provider.

(k) *Transfer of C-PACE Loans.* C-PACE Loans may be transferred, assigned, or sold by a Capital Provider to another Capital Provider at any time until the C-PACE Loan is paid in full provided that the Capital Provider shall (i) notify the Property Owner and the Program Administrator of the transfer prior to the billing date of the next C-PACE Payment due (and within thirty (30) days if the C-PACE Loan is serviced by the Program Administrator), (ii) record a C-PACE Assignment (CP) among the Land Records, and (iii) deliver a copy of the recorded C-PACE Assignment (CP) to the Property Owner, the City, and the Program Administrator. Recordation of the C-PACE Assignment (CP) shall constitute an assumption by the new Capital Provider of the rights and obligations of the original Capital Provider contained in the C-PACE Documents.

(l) *Program Fees.* The Statewide Program is self-financed through the Program Fees charged to participating Property Owners, together with any funds budgeted by the General Assembly to support the Statewide Program. The Program Fees are established to cover the actual and reasonable costs to design and administer the Statewide Program, including the compensation of a third-party Program Administrator. The amount(s) of the Program Fees shall be set forth in the Program Guidelines. Program Fees may be changed by the Program Administrator from time to time and shall only apply to C-PACE Loans executed after the date the revised fees are adopted.

(m) *Locality Agreement*. The City shall opt into the Statewide Program by entering into the Locality Agreement, adopting the Statewide Program as the City's own C-PACE Program. In accordance with the C-PACE Act, opting into the C-PACE Program shall not require the City to conduct a competitive procurement process. The Program Manager is authorized to execute the Locality Agreement on behalf of the City without further action by the City Council.

(n) *Program Guidelines.* The Program Administrator, under the direction of and in consultation with Virginia Energy, has designed the Program Guidelines to create an open, competitive and efficient C-PACE Program. The Program Administrator may modify the Program Guidelines

from time to time, provided such amendments are (i) consistent with the C-PACE Act and (ii) approved by Virginia Energy before taking effect.

(o) *Indemnification*. The Program Administrator shall indemnify, defend and hold the City harmless against any claim brought against the City or any liability imposed on the City as a result of any action or omission to act by the Program Administrator.

3.85.050 Levy of assessment; recordation; priority; amendment; enforcement and collection costs.

(a) Levy of voluntary special assessment lien. Each C-PACE Loan made under the C-PACE Program shall be secured by a voluntary special assessment lien (i.e., a C-PACE Lien) levied by the City against each Property benefitting from the Eligible Improvements financed by such C-PACE Loan. The C-PACE Lien shall be in the Loan Amount, but shall secure not only the principal of the C-PACE Loan, but also all interest, delinquent interest, late fees, penalties, Program Fees and collection costs (including attorneys' fees and costs) payable in connection therewith.

(b) Recordation of C-PACE Lien Certificate. Each C-PACE Lien shall be evidenced by a C-PACE Lien Certificate in the Loan Amount, but shall also expressly state that it also secures all interest, delinquent interest, late fees, other types of fees, penalties and collection costs (including attorneys' fees and costs) payable in connection therewith, and a copy of the Assessment Payment Schedule shall be attached thereto as an exhibit. The Program Manager is hereby authorized to, and shall promptly, execute the C-PACE Lien Certificate on behalf of the City and deliver it to the Capital Provider, without any further action by the City Council. Upon the full execution of the C-PACE Documents and funding of the C-PACE Loan, the Capital Provider shall cause the recordation of the C-PACE Lien Certificate in the Land Records.

(c) Priority. The C-PACE Lien shall have the same priority as a real property tax lien against real property, except that it shall have priority over any previously recorded mortgage or deed of trust lien on the Property only if prior to the recording of the C-PACE Lien, (i) Property Owner has obtained a written Lender Consent, in a form and substance acceptable to the holder of such prior mortgage or deed of trust in its sole and exclusive discretion, executed by such lienholder and recorded with the C-PACE Lien Certificate in the Land Records; and (ii) prior to the recording of the C-PACE Lien Certificate, Property Owner has delivered an executed Property Owner Certification to the City in connection with the C-PACE Loan closing. Only the current C-PACE Payment and any Delinquent Payments shall constitute a first lien on the Property. The C-PACE Lien shall run with the land and that portion of the C-PACE Lien under the C-PACE Program Agreement that has not yet become due shall not be eliminated by foreclosure of a real property tax lien.

(d) Amendment of lien. Upon written request by a Capital Provider in accordance with the Program Guidelines, the Program Manager, without any further action by the City Council, shall join with the Capital Provider and the Property Owner in executing a C-PACE Amendment of the C-PACE Loan and the C-PACE Lien after the closing of a C-PACE Loan. The C-PACE Amendment shall be recorded in the Land Records.

(e) Enforcement and collection costs. In the event of Property Owner's default under the terms of the C-PACE Documents, the City, acting by and through the Treasurer, may enforce the C-PACE Lien for the amount of the Delinquent Payments, late fees, penalties, interest, and any costs of collection in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39, Article 4 of the Virginia Code. Va. Code Sec. 58.1-3965.1 shall be applied to the sale of any Property to enforce a C-PACE Lien to collect Delinquent Payments. If the City elects not to enforce the C-PACE Lien, which election shall be made within thirty (30) days of receipt by the City from the Capital Provider of notice of the Property Owner's default under the terms of the C-PACE Documents, then the City, acting by and through the Treasurer, shall, within fifteen (15) days of the City's determination not to enforce the C-PACE Lien, assign the right to enforce the C-PACE Lien in accordance with the terms of the C-PACE Documents to the Capital Provider by executing a C-PACE Assignment (Locality) and delivering such instrument to the Capital Provider for recordation in the Land Records. The preceding sentence notwithstanding, a C-PACE Assignment (Locality) may be executed and recorded at any time during the term of the C-PACE Loan, including at the C-PACE Loan's closing, regardless of whether the C-PACE Loan is then in default. Upon such assignment and recordation, the Capital Provider is authorized to, and shall, enforce the C-PACE Lien according to the terms of the C-PACE Documents, in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39 of the Virginia Code, including the institution of suit in the name of the City and its Treasurer, and this right to enforce expressly includes authorization for the Capital Provider to engage legal counsel to advise the Capital Provider and conduct all aspects of such enforcement. Such legal counsel, being authorized to institute suit in the name of the City and its Treasurer, shall have the status of "Special Counsel to the City and its Treasurer" and an "attorney employed by the governing body," and possess all the rights and powers of an attorney employed under Va. Code Secs. 58.1-3966 and 58.1-3969, with the express authority to exercise for the benefit of the Capital Provider every power granted to a local government and/or its Treasurer and its or their attorneys for the enforcement of a property tax lien under, or in connection with, any provision contained in Title 58.1, Chapter 39, Article 4 of the Virginia Code. The City, on its behalf and on behalf of the Treasurer, waives its right to require such legal counsel to post the optional bond described in Va. Code Sec. 58.1-3966. All collection and enforcement costs and expenses (including legal fees and costs), interest, late fees, other types of fees, and penalties charged by the City or Capital Provider, as applicable and consistent with the C-PACE Act and the Virginia Code, shall (i) be added to the Delinquent Payments being collected, (ii) become part of the aggregate amount sued for and collected, (iii) be added to the C-PACE Loan, and (iv) be secured by the C-PACE Lien. Nothing herein shall prevent the Capital Provider to which the C-PACE Lien has been assigned from enforcing the C-PACE Lien to the fullest extent permitted by the C-PACE Documents, the C-PACE Act or general law. The Property Owner of a Property being sold to pay Delinquent Payments, or other interested party, may redeem the Property at any time prior to the Property's sale, in accordance with Va. Code Secs. 58.1-3974 and 58.1-3975.

3.85.060 Role of the City; limitation of liability.

Property Owners and Capital Providers participate in the C-PACE Program and the Statewide Program at their own risk. By executing the C-PACE Documents, including the C-PACE

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Program Agreement, or by otherwise participating in the C-PACE Program and the Statewide Program, the Property Owner, Capital Provider, contractor, or other party or participant acknowledge and agree, for the benefit of the City and as a condition of participation in the C-PACE Program and the Statewide Program, that: (i) the City undertakes no obligations under the C-PACE Program and the Statewide Program except as expressly stated herein or in the C-PACE Program Agreement; (ii) in the event of a default by a Property Owner, the City has no obligation to use City funds to make C-PACE Payments to any Capital Provider including, without limitation, any fees, expenses, and other charges and penalties, pursuant to a Financing Agreement between the Property Owner and Capital Provider; (iii) no C-PACE Loan, C-PACE Payment, C-PACE Lien, or other obligation arising from any C-PACE Document, the C-PACE Act, or this chapter shall be backed by the credit of the City, the Commonwealth, or its political subdivisions, including, without limitation, City taxes or other City funds; (iv) no C-PACE Loan, C-PACE Payment, C-PACE Lien or other obligation arising from any C-PACE Document, the C-PACE Act, or this chapter shall constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction; (v) the City has not made any representations or warranties, financial or otherwise, concerning a Property Owner, Eligible Property, Project, Capital Provider, or C-PACE Loan; (vi) the City makes no representation or warranty as to, and assumes no responsibility with respect to, the accuracy or completeness of any C-PACE Document, or any assignment or amendment thereof; (vii) the City assumes no responsibility or liability in regard to any Project, or the planning, construction, or operation thereof; (viii) each Property Owner or Capital Provider shall, upon request, provide the City with any information associated with a Project or a C-PACE Loan that is reasonably necessary to confirm that the Project or C-PACE Loan satisfies the requirements of the Program Guidelines; and (ix) each Property Owner, Capital Provider, or other participant under the C-PACE Program, shall comply with all applicable requirements of the Program Guidelines.

3.85.070 Severability.

As provided by Section 1.05.040 of the Staunton City Code, the provisions of this chapter are severable. If a court of competent jurisdiction determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid, or that the application of any part of the chapter or provision to any person or circumstance is invalid, the remaining provisions of this chapter shall not be affected by that decision and continue in full force and effect.

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Introduced:
Adopted:
Effective Date:

_____
Michele D. Edwards, Mayor

ATTEST: _____
John Blair,
Acting Clerk of Council

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VIRGINIA ENERGY – LOCALITY
COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2025, between the City of Staunton**,** Virginia, a political subdivision of the Commonwealth of Virginia (the "Locality"), and the Virginia Department of Energy ("Virginia Energy"), a public agency of the Commonwealth of Virginia.

RECITALS

1. Pursuant to § 15.2-958.3. of the Code of Virginia, entitled "Financing clean energy, resiliency, and stormwater management programs" ("C-PACE Act"), Locality has exercised its right to authorize contracts to provide C-PACE loans through the adoption of a C-PACE ordinance ("Ordinance"), attached hereto as Exhibit 1.

2. Pursuant to the C-PACE Act and Ordinance, Locality has agreed to opt into the statewide C-PACE loan program sponsored by Virginia Energy ("Virginia C-PACE Program") and administered by a competitively selected private program administrator ("Program Administrator"). The current Program Administrator and its contact information are set forth on Exhibit 2 attached hereto.

3. The Virginia C-PACE Program provides the Locality with a uniform process for the application, approval, closing and servicing of C-PACE loans and with outreach and training support to promote the program to property owners. A Locality participating in the Virginia C-PACE Program agrees to adopt the set of legal and administrative documents and to abide by the requirements of the statewide C-PACE Program Guidelines ("Program Guidelines") attached hereto as Exhibit 3.

NOW THEREFORE, to implement the local C-PACE Ordinance, the Locality hereby opts into the Virginia C-PACE Program sponsored by Virginia Energy and managed and operated by Virginia Energy's Program Administrator, on the terms set forth hereinbelow and in accordance with the program design detailed in the Program Guidelines.

ARTICLE 1

(a) Term. The term of this Agreement shall commence upon the date the last party executes the Agreement. This Agreement shall remain in full force and effect until either Virginia Energy terminates the Virginia C-PACE Program or the Locality opts out of the Virginia C-PACE Program. Either party may terminate this Agreement at any time upon ninety (90) days' advance written notice to the other party, provided that the collection of C-PACE Lien payments for C-PACE loans made prior to the termination date shall continue until all C-PACE Lien payments (including the interest, penalties, and fees thereon) have been collected and all such C-PACE loans have been paid in full.

(b) Servicing of C-PACE Loans. C-PACE Loans shall be serviced by their respective capital provider, in accordance with the Ordinance and the Program Guidelines.

(c) Enforcement of C-PACE Liens. The Locality has agreed to decide whether to enforce or delegate on a project-by-project basis in accordance with the C-PACE Act, the obligations of which are described in the Ordinance and the Program Guidelines.

(d) Cooperation in Operating C-PACE Program. The Locality shall cooperate with the Program Administrator in the latter's operation of the C-PACE Program in the Locality. This cooperation shall include, but not be limited to the Locality:

(i) designating (A) an employee of the Locality to serve as Program Manager, and if the Program Manager wishes to delegate some or all of the duties assigned to the Program Manager, identifying the Program Manager's designee and promptly communicating the contact information for the Program Manager and any designee to the Program Administrator and (B) which employee(s) of the Locality will sign documents requiring the Locality's signature for C-PACE Loan closings;

(ii) complying with the review and other periods of time prescribed for the Locality to take a required action specified in the Program Guidelines;

(iii) taking reasonable steps to procure the timely participation of the Locality's Treasurer in the processes and procedures described in the Program Guidelines and the Ordinance as involving the Treasurer, it being understood that such processes and procedures are based on the collection of C-PACE Payments in the same manner as real property taxes; and

(iv) in the discretion of the Locality, providing reasonable assistance in jointly promoting the Locality's C-PACE Program to lenders, contractors and businesses located in, or considering locating in, the Locality.

ARTICLE 2

MISCELLANEOUS PROVISIONS

(a) Model Ordinance. The Locality represents and warrants to Virginia Energy and its Program Administrator that the Ordinance substantially conforms to model ordinance adopted by the Program Administrator for use in the Virginia C-PACE Program and furnished to the Locality.

(b) Non-Assignability. The Locality may not assign or transfer its rights or obligations under this Agreement without prior written consent of Virginia Energy; provided, however, that this paragraph shall not be construed to apply to, or restrict, the assignment of C-PACE Liens in accordance with the Locality's Ordinance and related C-PACE Documents.

(c) Locality Acknowledgments. The Locality acknowledges and agrees that: (i) Virginia Energy has employed the Program Administrator to carry out Virginia Energy's obligations under this Agreement and the Virginia C-PACE Program generally; (ii) if Virginia Energy replaces the Program Administrator listed on Exhibit 2, then the successor Program

Administrator will succeed to the rights, duties and obligations of the Program Administrator, except to the extent specified in Virginia Energy's agreements with such Program Administrators; (iii) for purposes of this Agreement and the Locality's C-PACE program, the Program Administrator shall speak and act for Virginia Energy and that any notices required under the terms of this Agreement to be sent to Virginia Energy shall also be sent to the Program Administrator; (iv) the Program Administrator is made a third party beneficiary of this Agreement, and by accepting the benefits of such status, shall be deemed to have covenanted with the Locality to adhere to and comply with its obligations under the Program Guidelines in administering the Locality's C-PACE Program; and (v) the Program Administrator is entitled to be paid by Property Owners (the Locality having no liability therefor) the Program Fees set forth from time in the Program Guidelines.

(d) Non-waiver; Amendment. Any waiver of any provision of this Agreement must be in writing and mutually agreed to by Virginia Energy and the Locality. Except for a specific provision of this Agreement which is amended, this Agreement shall remain in full force and effect after such amendment and is subject to the same laws, obligations, conditions, provisions, rules, and regulations as it was before the amendment.

(e) Severability. If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

(f) Counterparts; Scanned and Digital Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument. Scanned signatures (e.g., a "PDF" document) and digital signatures (e.g., DocuSign) shall have the same force, effect and validity as an original signature.

(g) Notices. All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, hand delivered, or overnight delivery service, to the parties, as follows:

If to the Locality:

City of Staunton
116 West Beverley Street
Staunton, Virginia 22402
Attention: City Manager

If to Virginia Energy:

817 Washington Building
1100 Bank Street
Richmond, Virginia 23219
Attention: Energy Efficiency and Financing Programs Manager

With a copy to the Program Administrator at the address on Exhibit 2.

Any party may change its notice address by providing the new notice address to the other parties in accordance with this paragraph (g).

(h) Jurisdiction and Venue. This Agreement shall be construed, interpreted, and enforced according to the laws of the Commonwealth of Virginia. Any claim brought in connection with this Agreement must be brought in the Circuit Court of the City of Richmond and the parties consent to its jurisdiction.

(i) Definitions and Captions. Capitalized terms not defined in this Agreement shall have the meaning ascribed to them in the Ordinance attached hereto in Exhibit A. The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement, and do not affect its meaning or construction.

(j) Integration. This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement.

(j) No Joint Venture, etc. Nothing in this Agreement, and no act of the Locality, Virginia Energy or the Program Administrator, shall be deemed to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, joint venture, or any other relationship between the Locality and Virginia Energy.

[*Remainder of the page intentionally left blank*]

IN WITNESS WHEREOF, the Locality and Virginia Energy have each caused this Agreement to be executed and delivered as of the date set forth above:

[INSERT LOCALITY NAME]

By: _____
Name: _____
Title : _____
Date:_____

[*Remainder of the page intentionally left blank;*
Signature pages continue]

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF ENERGY

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT 1

COPY OF LOCALITY ORDINANCE

(See attached)

EXHIBIT 2

NAME AND ADDRESS OF PROGRAM ADMINISTRATOR

Virginia PACE Authority
8604 Kenilworth Drive
Springfield, VA 22151

Attention: Abigail C. Johnson
Executive Director
Tel: 757-603-3555
abby@virginiapace.com

EXHIBIT 3

PROGRAM GUIDELINES

(See attached)

COMMERICAL PROPERTY ASSESSED
CLEAN ENERGY (C-PACE) FINANCING PROGRAM

C-PACE PROGRAM AGREEMENT

THIS C-PACE PROGRAM AGREEMENT (the "Agreement") is made and entered into as of the date it is fully executed (the "Effective Date"), by and among the **CITY OF STAUNTON, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "City"); the **TREASURER OF THE** City (the "Treasurer"); _____, a [*state of organization*] [*type of business entity*] (the "Property Owner"); and _____, a [*state of organization*] [*type of business entity*] (the "Capital Provider"), and their respective successors and assigns (collectively, the "Parties").

RECITALS:

WHEREAS, §15.2-958.3 of the Virginia Code (the "C-PACE Act"), authorizes the creation of a statewide Commercial Property Assessed Clean Energy ("C-PACE") Program (the "Statewide Program"), sponsored by Virginia Energy and managed by the Virginia PACE Authority, its selected program administrator (the "Program Administrator"), and authorizes Virginia localities to opt into the Statewide Program instead of establishing a stand-alone C-PACE Program for the locality; and

WHEREAS, the Statewide Program facilitates Capital Providers making C-PACE Loans to Property Owners to enable the Property Owners to make Eligible Improvements to Eligible Properties; and

WHEREAS, each C-PACE Loan is secured by a Property Owner's voluntary grant of a C-PACE Lien on an Eligible Property to the locality in which the Eligible Property is located; and

WHEREAS, the City has determined to enable Property Owners to obtain C-PACE Loans for Eligible Improvements located on Eligible Properties in the City by causing the City to opt into the Statewide Program, adopting the Statewide Program as the City's own C-PACE Program, and to implement such determination, the Council of the City has adopted Chapter 3.85 of the Code of the City (the "Ordinance"); and

WHEREAS, pursuant to the C-PACE Act, the Ordinance, a Locality Agreement between Virginia Energy and the City and the Program Guidelines, the Parties are required to enter into a written agreement specifying the terms and conditions for participating in the Statewide Program;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and to implement the purposes of the C-PACE Act and the Ordinance, the Parties hereby agree as follows:

Section 1 - Definitions.

Unless otherwise defined herein, capitalized terms in this Agreement shall have the meanings given them in the Ordinance.

Section 2 – Representations and Covenants.

(a) Property Owner represents and covenants that it is the fee simple record owner of the Eligible Property or the lessee under a long-term ground lease of eligible property, including a property that is owned by a public or private entity more particularly described in Exhibit A hereto (the "Property").

(b) Property Owner represents and covenants that (i) it has applied to participate in the Statewide Program, (ii) the Program Administrator has given notice to the City of its approval of Property Owner's application for C-PACE financing and (iii) desires to obtain a C-PACE Loan to construct or install certain Eligible Improvements on the Property.

(c) Property Owner represents and covenants that it has entered or will enter into a Financing Agreement with the Capital Provider that sets forth the terms of the C-PACE Loan. The Assessment Payment Schedule for the C-PACE Loan is set forth in Exhibit B hereto. Property Owner and Capital Provider acknowledge and agree that the Financing Agreement shall include only those costs and fees (including Program Fees) for which a C-PACE Lien may be imposed under the C-PACE Act and the Ordinance.

(d) The Parties acknowledge and agree that should Property Owner default on the C-PACE Loan, the City, acting through its Treasurer, may enforce the C-PACE Lien for the benefit of Capital Provider according to the C-PACE Documents, the C-PACE Act, the Locality Agreement and the Ordinance. If the City, acting through its Treasurer, determines not to enforce the C-PACE Lien, which determination shall be made within thirty (30) days of receipt by the City from the Capital Provider of notice of the Property Owner's default under the terms of the C-PACE Documents, then the City shall, within fifteen (15) days of the City's determination not to enforce the C-PACE Lien, assign the right to enforce the C-PACE Lien in accordance with the terms of the C-PACE Documents to the Capital Provider by executing a C-PACE Assignment (Locality) and deliver such instrument to the Capital Provider for recordation in the Land Records. The preceding sentence notwithstanding, a C-PACE Assignment (Locality) may be executed and recorded at any time during the term of the C-PACE Loan, including at the C-PACE Loan's closing, regardless of whether the C-PACE Loan is then in default.

(e) Property Owner and Capital Provider confirm that they have obtained Lender Consents for each deed of trust or mortgage lien against the Property.

Section 3 – Program Terms and Conditions.

(a) C-PACE Loan. The Capital Provider will provide financing for the Property Owner's Eligible Improvements in accordance with the C-PACE Documents.

(b) Program Fee(s): Property Owner agrees that Program Fee(s) will be [paid directly by Property Owner to the Program Administrator][deducted from C-PACE Loan proceeds at funding and remitted by Capital Provider to the Program Administrator][deducted from C-PACE Payments and remitted by Capital Provider to the Program Administrator] in accordance with the C-PACE Documents and the Program Guidelines and in the amount of $_____, as follows:

_____
_____.

(c) Imposition of C-PACE Lien. In consideration for the C-PACE Loan provided to Property Owner under the Program, Property Owner hereby requests and authorizes the City to levy a C-PACE Lien against the Property in the Loan Amount, together with all interest, delinquent interest, late fees, other types of fees, penalties and collection costs (including attorneys' fees and costs) payable in connection therewith. To evidence the C-PACE Lien, Property Owner requests that the City execute a C-PACE Lien Certificate that will be recorded in the Land Records of the City, which C-PACE Lien Certificate shall state that it secures both the Loan Amount and also all interest, delinquent interest, late fees, other types of fees, penalties, Program Fees and collection costs (including attorneys' fees and costs) payable in connection therewith, and a copy of the Assessment Payment Schedule shall be attached thereto as an exhibit.

(d) C-PACE Payments. The C-PACE Loan is due and payable to the Capital Provider as set forth in the Assessment Payment Schedule and remitted as follows: _____
_____
_____
_____
_____.
Once the C-PACE Loan, including all accrued interest (both current and delinquent), late fees, other types of fees, penalties, collection costs and Program Fees, has been satisfied and paid in full, Capital Provider and the City, acting at the request and direction of Capital Provider (which shall certify such payment in full to the City), shall execute a joint release of the C-PACE Lien Certificate, and the Capital Provider shall record the release in the Land Records and deliver a copy of the recorded release to Property Owner and the City.

(e) Remittance of C-PACE Payments to Capital Provider: The C-PACE Loan shall be serviced by the Capital Provider, and Property Owner's C-PACE Payments shall be paid directly to its Capital Provider. The foregoing notwithstanding, if for any reason Property Owner's C-PACE Payments are payable to the Program Administrator or the City or its Treasurer, then the party receiving such C-PACE Payments shall remit all such payments to the Capital Provider within thirty (30) days of receipt, subject, if applicable, to the deduction and remittance of the Program Fees to the Program Administrator as set forth in Section 3(b), above, the C-PACE Documents and the Program Guidelines.

(f) Maintenance of Assessment. The City agrees to maintain and continue the C-PACE Lien on the Property for the benefit of Capital Provider until the C-PACE Loan, including all principal, interest, fees, other types of fees, penalties, collection costs and Program Fees and other sums due, is paid in full.

(g) Assignment. Capital Provider shall have the right to assign the C-PACE Loan and C-PACE Lien to a successor Capital Provider by the execution, delivery and recordation of a C-PACE Assignment (CP) in the Land Records, provided all of the following conditions are met:

(1) The C-PACE Assignment (CP) is made pursuant to the requirements of the Ordinance and the Program Guidelines;

(2) The Program Administrator and Property Owner are notified in writing of the assignment or transfer and provided the address where future C-PACE Payments should be mailed, either at closing, if the assignment occurs then, or at least thirty (30) days before the next Payment is due according to the Assessment Payment Schedule; and

(3) The assignee or transferee, by operation of the C-PACE Assignment (CP) or otherwise, assumes Capital Provider's obligations under the C-PACE Documents.

(4) If for any reason C-PACE Payments are being paid to the City or its Treasurer, neither of them shall be obligated to remit C-PACE Payments to a new Capital Provider to which the C-PACE Loan is being assigned until a recorded copy of the C-PACE Assignment (CP) has been provided to the City and its Treasurer at the following address[es]:

City:

_____
_____
_____

Treasurer:

_____
_____
_____

Upon written notice to the Program Administrator and Property Owner of an assignment or transfer of the right to receive the C-PACE Payments that meets all of these conditions, the assignor shall be released of all of the obligations of the Capital Provider under the C-PACE Documents accruing after the date of the assignment. Any attempt to assign or transfer the C-PACE Loan or C-PACE Lien that does not meet all of these conditions is void.

(h) Lien Priority and Enforcement. Pursuant to the C-PACE Act, the Ordinance and the Program Guidelines:

(1) Delinquent Payments on the C-PACE Loan will incur interest and penalties as set forth in the C-PACE Documents.

(2) The C-PACE Lien, together with any penalties and interest thereon:

(i) has the same priority status as a lien for City real estate taxes;

(ii) has superior lien status to all subordinated liens against the Property

from the date on which the C-PACE Lien Certificate is filed in the Land Records until the financing secured by the C-PACE Lien and any penalties and interest are paid in full;

(iii) shall run with the land, and notwithstanding Va. Code Sec. 58.1-3967, any portion of the C-PACE Lien that has not yet become due under the C-PACE Documents is not eliminated by the foreclosure of: (i) a City property tax lien, or (ii) the lien for any past due portion of the C-PACE Loan.

(iv) In the event of a sale or transfer of the Property by Property Owner, the obligation for the C-PACE Lien and Property Owner's obligations under the C-PACE Documents will be assumed by and transferred to the succeeding owner.

(3) In the event of Property Owner's default under the terms of the C-PACE Documents, the City, acting by and through the Treasurer, may enforce the C-PACE Lien for the amount of the Delinquent Payments, late fees, penalties, interest, and any costs of collection in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39, Article 4 of the Virginia Code. Va. Code Sec. 58.1-3965.1 shall be applied to the sale of any Property to enforce a C-PACE Lien to collect Delinquent Payments. Capital Provider agrees to cooperate with the City and its Treasurer in its enforcement of the C-PACE Lien by providing all necessary documents and information concerning the delinquent C-PACE Loan as requested by the City Attorney's Office. If the City, acting through its Treasurer, determines not to enforce the C-PACE Lien itself, which determination shall be made within thirty (30) days of receipt by the City from the Capital Provider of notice of the Property Owner's default under the terms of the C-PACE Documents, then the City, acting by and through the Treasurer, shall, within fifteen (15) days of the City's determination not to enforce the C-PACE lien, assign the right to enforce the C-PACE Lien in accordance with the terms of the C-PACE Documents to the Capital Provider by executing a C-PACE Assignment (Locality) and deliver such instrument to the Capital Provider for recordation in the Land Records. The preceding sentence notwithstanding, a C-PACE Assignment (Locality) may be executed and recorded at any time during the term of the C-PACE Loan, including at the C-PACE Loan's closing, regardless of whether the C-PACE Loan is then in default. Upon such assignment and recordation, the Capital Provider is authorized to, and shall, enforce the C-PACE Lien according to the terms of the C-PACE Documents, in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39 of the Virginia Code, including the institution of suit in the name of the City and its Treasurer, and this right to enforce expressly includes authorization for the Capital Provider to engage legal counsel to advise the Capital Provider and conduct all aspects of such enforcement. Such legal counsel, being authorized to institute suit in the name of the City and its Treasurer, shall have the status of "Special Counsel to the City and its Treasurer" and an

"attorney employed by the governing body," and possess all the rights and powers of an attorney employed under Va. Code Secs. 58.1-3966 and 58.1-3969, with the express authority to exercise for the benefit of the Capital Provider every power granted to a local government or its Treasurer and its or their attorneys for the enforcement of a property tax lien under, or in connection with, any provision contained in Title 58.1, Chapter 39, Article 4 of the Virginia Code. The City, on its behalf and on behalf of the Treasurer, waives its right to require such legal counsel to post the optional bond described in Va. Code Sec. 58.1-3966. All collection and enforcement costs and expenses (including legal fees and costs), interest, late fees, other types of fees, and penalties charged by the City or Capital Provider, as applicable and consistent with the C-PACE Act and the Virginia Code, shall (i) be added to the Delinquent Payments being collected, (ii) become part of the aggregate amount sued for and collected, (iii) be added to the C-PACE Loan, and (iv) be secured by the C-PACE Lien. Nothing herein shall prevent the Capital Provider to which the C-PACE Lien has been assigned from enforcing the C-PACE Lien to the fullest extent permitted by the C-PACE Documents, the C-PACE Act or general law. The Property Owner of a Property being sold to pay Delinquent Payments, or other interested party, may redeem the Property at any time prior to the Property's sale, in accordance with Va. Code Secs. 58.1-3974 and 58.1-3975.

(4) In a bill in equity for sale of a Property to collect Delinquent Payments, the City will be entitled to recover the Delinquent Payments, late fees, other types of fees, penalties, Program Fees, interest due, and the costs and expenses of collection, including attorney's fees and costs, all as set forth in the C-PACE Documents.

(i) Property Owner's Waiver of Certain Defenses; Confession of Judgment: By executing this Agreement, Property Owner acknowledges and agrees as follows:

(1) After the C-PACE Lien Certificate is recorded, Property Owner waives the right to contest the Lien on the basis that the improvements funded with the C-PACE Loan are not Eligible Improvements;

(2) Property Owner waives all defenses, affirmative or otherwise, to any enforcement or collection action brought as a result of Property Owner's default in the payment of the C-PACE Payments due pursuant to the C-PACE Documents;

(3) To the extent permitted by the Financing Agreement, Property Owner waives all defenses to the imposition of personal liability for corporate officers as permitted under Section 58.1-3965(F) of the Virginia Code;

(4) Property Owner shall provide a confession of judgment if requested by the Capital Provider.

(j) Written Contract Required by the C-PACE Act and Ordinance. This C-PACE Program Agreement constitutes the written contract specifying the terms and conditions for C-

PACE Program participation as required by §15.2-958.3(A)(7) of the C-PACE Act.

(k) Transfer of C-PACE Funded Improvements. Property Owner agrees that all Improvements purchased, constructed, or installed through financing obtained pursuant to the C-PACE Program shall be permanently affixed to the Property and will transfer with the Property to the transferee in the event of and sale or assignment of the Property; provided, however, that if Improvements become obsolete or the Property Owner otherwise determines they need to be replaced with other Improvements of equal or greater value, such Improvements may be removed and other Improvements of equal or greater value installed.

(l) No Cost to City. No provision of this Agreement requires the City to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

(m) Term of the Agreement. The term of this Agreement shall commence upon the Effective Date and shall be in full force and effect until the C-PACE Loan has been irrevocably paid in full.

Section 4 - Indemnification.

Without limiting any other obligation or liability of the Property Owner, or any right or remedy of the Capital Provider or the City, Property Owner agrees to indemnify and hold harmless the Capital Provider and the City, their councilors, directors, officers, employees, agents, subsidiaries, and affiliates (each, an "Indemnified Party"), from and against all damages, losses, settlement payments, obligations, liabilities, claims, suits, penalties, assessments, citations, directives, demands, judgments, actions or causes of action, whether created by statute or common law, including all costs and expenses, including attorneys' fees, arising from or associated with this C-PACE Loan transaction. This section shall survive the expiration of the Term of this Agreement.

Section 5 - Miscellaneous Provisions.

(a) Construction. This Agreement is to be construed in accordance with and with reference to the C-PACE Act, the Ordinance, the Locality Agreement and the Program Guidelines.

(b) Further Assurances. Property Owner further covenants and agrees to do, execute and deliver, or cause to be done, executed and delivered all such further acts for implementing the intention of this Agreement as may be reasonably necessary or required.

(c) Severability. If the C-PACE Act, the Ordinance, the Locality Agreement or any clause, provision, or section of this Agreement, is challenged and held by a court of competent jurisdiction to be unenforceable by the City or Capital Provider, Property Owner agrees to continue to make the C-PACE Payments required under the C-PACE Documents and agrees to execute any and all documentation to perfect and enforce the C-PACE Loan as required by the City or Capital Provider. The invalidity of any clause, provision, or section of this Agreement shall not affect any remaining clauses, provisions, or sections of this Agreement, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision, or section had not been included herein.

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument. Electronically transmitted and digitally signed signatures shall have the same force and effect as, and shall be treated as, a "wet ink" original signature.

(e) Notices. All notices, requests, consents and other communications (collectively, "Notices") shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

If to the City:

Leslie M. Beauregard
City Manager
116 West Beverley Street
Staunton, Virginia 22902

If to the Property Owner:

[Address]

If to the Capital Provider:

[Address]

If to the Program Administrator:

Virginia PACE Authority
c/o Gather Newport News
700 Tech Center Pkwy, Suite 200
Newport News, VA 23606

Attention: Abigail C. Johnson
Executive Director
Tel: 757-603-3555
abby@virginiapace.com

Notice by e-mail under this paragraph is only permitted if each party listed above has furnished its respective e-mail address as part of its notice address above. By doing so, each such party agrees, for itself and its successors and assigns, to supply to each of the other Parties any replacement e-mail address within two (2) business days of its adoption, by a permitted means other than e-mail. All Notices are effective when received.

(f) Amendment and Waivers. Except as otherwise set forth in this Agreement, any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed by the Parties.

(g) Applicable Law and Venue. This Agreement and its provisions shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. In any action, in equity or at law, with respect to the enforcement or interpretation of this Agreement, venue shall be in the [County/City].

(h) Successors and Assigns. This Agreement is binding upon and made for the benefit of the Property Owner, the Capital Provider, the City and its Treasurer, and their respective successors and permitted assigns.

(i) Entire Agreement. This instrument constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and agreements between the Parties relating to the subject matter of this Agreement.

(j) Headings. The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the City, its Treasurer, the Property Owner and the Capital Provider have each caused this Agreement to be executed on the date(s) entered below:

City of Staunton, VIRGINIA

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

TREASURER OF City

By: _____
Name: _____
Title: _____
Date: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES CONTINUE ON NEXT PAGE]

PROPERTY OWNER:
[insert Property Owner's name]

By: _____
Name: _____
Title: _____
Date: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES CONTINUE ON NEXT PAGE]

CAPITAL PROVIDER:
[insert Capital Provider's name]

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Property Description

Exhibit B

Assessment Payment Schedule

(100508678.8)

CITY COUNCIL AGENDA BRIEFING

Staunton, VA

Meeting Date:	**November 13, 2025**	**Rodney Rhodes Community Development Director** **Amanda DiMeo Economic Development Director**
Item #	**A.7**	
Department:	**Community Development & Economic Development**	
Alignment with Staunton Plan (Value /Strategic Area):	**Values: Inclusion & Equity; Environmentally Conscious** **Strategic Area: Comprehensive Economic Development**	
Subject:	**Consideration of a Resolution Approving an Application to the Virginia Economic Development Partnership for a Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund Site Assessment and Planning Grant for the Arcadia Project**	

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

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

- environmental and cultural resource site assessments;

- development of remediation and reuse plans;
- the necessary removal of human remains, the appropriate treatment of grave sites, and the appropriate and necessary treatment of significant archaeological resources, or the stabilization or restoration of structures listed on or eligible for the Virginia Historic Landmarks Register; or the
- demolition and removal of existing structures, or other site work necessary to make a site or certain real property usable for new economic development.

Project Description: The proposed project will transform the long vacant historic Dixie Movie Theater into an entertainment and educational center with a mission of connecting people through culture and creativity. This project expects to remit more than $500,000 in new state and local tax revenue over 10 years. It will also provide needed space for Staunton's lively creative arts scene. The redevelopment will create four spaces: a movie theater/lecture hall; an event space that will host conferences and live performances; two classrooms; and a small specialty food café. Proposed work under this VBAF grant will address previously recognized environmental conditions (REC's).

Scope of Work Description: A study conducted by *Palmer Asbestest Company* identified areas of asbestos contamination throughout the facility. Notably, all the acoustical ceiling and wall plaster (Kalite Plaster) contains asbestos and lead paint exists on a wall in the basement as well as on the fire escape stairs. Proposed work to be done by Paragon Solutions Environmental Remediation and Contracting under this VBAF grant would remediate contaminated ceiling plaster in both downstairs auditoriums and affix additional horizontal wall girts to contaminated exterior auditorium walls to enable subsequent entombment of at a later phase of redevelopment.

Budget: The total budget for this phase of the project is $66,213. Additional investments will be made by private donations, bank loans, and subsequent grant funding for full redevelopment of the site, which is estimated at $3,263,132 which includes final design and engineering, and building improvements for the new community arts center. During the project's most recent phase, the Arcadia Project raised $1,692,524 from local donors and real estate proceeds, and a grant from the City of Staunton. The Industrial Revitalization Fund (IRF), through the Virginia Department of Housing and Community Development, awarded a $1.5 million grant in August 2023 and an additional $100,000 in 2024.

Local Match: The Arcadia Project will provide the required local match. The project will utilize previously expended funds from 2024-to its contractor Harman Construction totaling $102,921.00.

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

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

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

Attachments:

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

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

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

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

City Manager: Leslie M. Beauregard

Virginia Brownfields Restoration & Economic Redevelopment Assistance Fund

Site Assessment & Planning Grant Application

FY 2026

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

Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund (VBAF)

Site Assessment & Planning Grant Application

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

November 13, 2025

Attention:

Michelle Mende
Sites and Buildings Specialist
Virginia Economic Development Partnership
901 E. Cary Street, Suite 900
Richmond, VA 23219
804.545.5654
mmende@vedp.org

Brownfields & Voluntary Remediation
Program Manager
Dept. of Environmental Quality
P.O. Box 1105
Richmond, VA 23218
804.698.4179
karen.weber@deq.virginia.gov

Karen Weber

Part I – Applicant

1. ***Applicant:*** City of Staunton, Virginia

2. ***Site:*** Former Dixie Theater
123-125 E. Beverley St,
Staunton, VA, 24401
38°08’59” N and 79°04’14”

3. Prior VBAF Program Grants:

Staunton was awarded $50,000 in FY2023 (VBAF#4) for the Arcadia Project. This project was to remediate remaining contaminated ceiling plaster beneath right and left balconies; demolish and remediate several walls in contact with asbestos laden ceilings; affix additional horizontal wall girts to contaminated exterior auditorium walls to enable subsequent entombment of at a later phase of redevelopment, remove lead-based paint on wall in basement, and on the exterior fire stairs. A change in scope was approved for a final lead paint inspection and administrative costs. This grant was completed in conformity with all of the agreements. To

date, the site has not generated any job creation; however, once the theater renovation has been completed, the site will be used as part of downtown revitalization and will generate additional private investment.

Staunton was awarded $50,000 in FY 2021 (VBAF #3) for the Arcadia Project. This project included the remediation work associated with the renovation of the Old Dixie Theater in Staunton, VA. The work included the proper removal & disposal of the acoustical ceilings panels and fiberglass insulation below the asbestos plaster in the theaters; the floor tiles and mastic in the lobby; the cementitious ceiling/ panels in the lobby; the roof flashing and roof decking on the rear roof of the building; and the installation of wall girts in the asbestos plaster walls of the theaters.To date, the site has not generated any job creation; however, once the theater renovation has been completed, the site will be used as part of downtown revitalization and will generate additional private investment.

Staunton was awarded $431,200 in FY 2019 (VBAF #2) for Staunton Crossing. The funds were used to support the removal and disposal of hazardous materials at the former Western State Hospital property on Richmond Avenue, a critical step in preparing the development for potential investors. This project was successfully completed. The industrial zoned portions of the site are actively marketed by the state and regional economic development partnerships in addition to the City of Staunton's own internal marketing. The strategic marketing plan includes paid advertisements on social media platforms in addition to a site specific, Staunton Crossing, website geared towards national site location consultants.

The significant investment in infrastructure improvements primarily from VDOT and VEDP's Virginia Business Ready Site Program continues to put Staunton Crossing at the top of many inquiry lists. The City also has a real estate team focused specifically on the business zoned portions looking for development opportunities through multiple channels. Last year Columbia Gas purchased land within the site and is building their new, expanded operations center set to open in 2026.

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

See ***Attachment I.3, Exhibit A*** for list of prior VBAF Program Grants.

4. Primary Contact: Rodney Rhodes

Director, Community Development
City of Staunton
116 W. Beverley St 3rd floor
Staunton, VA 24401
(540) 332-3862 (phone)

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

Grant Request: ***$50,000***

5. Certification:

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

_____

Rodney Rhodes
Director, Community Development
City of Staunton, VA
(Date)

Part II – Site

1. Site identification:

Tax Lot 3 Blk U, Parcel ID # 3367 is a two-story historic movie theater (formerly the Dixie). The 10,741 sq. foot building occupies the entire lot. The site is privately owned by New Theatre, LLC, a wholly owned subsidiary of the non-profit Arcadia Project, tax ID no. 54-2003615. In 2022 this property received a $100,000 IRF Planning Grant to prepare for rehabilitation and in August of 2023, the property was awarded a $1.5M IRF grant and an additional $100,000 supplementary ARPA grant in 2024.

2. ***Site Description:***

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

downtown" awards from publications like Wall Street Journal, USA Today and Smithsonian. The site's current assessed value is $417,400.

See ***Attachment II.2*** for photographs of the current building and site location maps.

3. Community:

(a) Staunton had a population of 25,669 in 2023 according to the Weldon Cooper Center for Public Service. According to the American Community Survey (ACS) in 2023, approximately 12.6% of City residents live in poverty. This is higher than the City of Waynesboro which is 11.7%. The statewide average is average of 9.9% and surrounding Augusta County average of 8.5% according to ACS. Median household income stands at $62,586 (ACS), only 69.5% of the state median of $90,974 (Data USA) and also lower than the county median of $79,972 (Data USA).

(b) The theater building is walkable from some of Staunton's major tourist destinations: Blackfriars Theater, Woodrow Wilson Presidential Library and Mary Baldwin University. This location is ideal for the activities that are planned for the redeveloped property. Recruitment and workforce training is described in our business plan. Other local and state support for the project included funding for a 2019 Market Analysis that proved viability. DHCD awarded a $100K planning grant in 2022 to support architectural drawings and capital campaign planning which yielded over $.5 1M. DHCD also awarded a $1.5M IRF grant in 2023 and an additional $100,000 in 2024.

4. Infrastructure:

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

See ***Attachment II.4*** for photographs of existing public water and sewer utilities at the site.

(b) The site is well served by existing transportation options. Staunton's Downtown Trolley provides transportation in the City's historic and scenic downtown area passing directly in front of the historic theater. The adjacent Hardy Parking lot affords 62 metered parking spots and nearby garages and lots offer 887 additional off street parking spots. The theater's convenient access to major thoroughfares (US Route 11) and the City of Staunton's location adjacent to the northernmost junction of I-81 and I-**64 provide ideal access to travelers from all directions**.

See ***Attachment II.2*** for a map showing existing transportation infrastructure in relation to the property.

5. Environmental Concerns:

(a) No known or suspected soil contamination or water contamination exists at the site. However, a 2001 Asbestos Study conducted by Palmer Asbestest collected 102 bulk samples which were tested at Scientific Laboratories in Midlothian, VA. Significant friable asbestos contamination was identified in the Boiler Room, Attic, and Acoustical Ceiling and Wall plaster (Kalite) along with non-friable asbestos contamination in vinyl floor tiles & associated mastic. The Boiler Room and Attic were addressed in a previous remediation. In 2021, the rear roof deck and auditorium ceilings were addressed along with portions of the lobby floor and ceiling. Lead paint was identified by Diversified Environmental Services, one of Arcadia's remediation consultants.

See ***Attachment II.5 Asbestos Study.***

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

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

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

Part III – Project

1. Project Description:

The proposed project will transform the long vacant historic Dixie Movie Theater into an entertainment and educational center with a mission of connecting people through culture and creativity. This project expects to remit more than $500,000 in new state and local taxes over 10 years. It will also provide needed space for Staunton's lively creative arts scene. The redevelopment will create four spaces: a movie theater/lecture hall; an event space that will host conferences and live performances; two classrooms; and a small specialty food café. Proposed work under this VBAF grant will address previously recognized environmental conditions (REC's).

2. Scope of Work Description:

A study conducted by Palmer Asbestest Company in 2001 identified areas of asbestos contamination throughout. Notably, all the acoustical ceiling and wall plaster (Kalite Plaster) contains asbestos and lead paint exists on a wall in the basement as well as on the fire escape stairs. Proposed work to be done by Paragon Solutions Environmental Remediation and Contracting under this VBAF grant would remediate contaminated ceiling plaster in both downstairs auditoriums and affix additional horizontal wall girts to contaminated exterior auditorium walls to enable subsequent entombment at a later phase of development.

See ***Attachment III.2(a)*** for scope of work and ***Attachment III.2(b)*** for ceiling abatement work area.

3. ***Budget:***
   The total budget for this phase of the project is $66,213 as outlined on Exhibit B (***Attachment III.3***). Additional investment to be made by private donation, bank loan, and subsequent grant funding for full redevelopment of the site is estimated at $3,263,132 which includes final design and engineering, and building improvements for the new community arts center. During the project's most recent phase the Arcadia Project, raised over $1,692,524 from local donors and real estate proceeds, and a grant from the city of Staunton. The IRF awarded a $1.5M grant in August of 2023 and an additional $100,000 in 2024.

4. ***Local Match*:**
   The project will utilize previously expended funds from 2024-to its contractor Harman Construction totalling $102,921.00. The total local project match for this phase of the project is $102,921.00.

   See ***Attachment III.4*** **for invoices.**

5. ***Time-Frame:***
   The project is committed to completing this phase of the project within the current fiscal year, or by March 2026 assuming funds are made available. A project timeline has been developed and is included as ***Attachment III.5 (Exhibit C***). Future redevelopment of the site for reuse as a community arts center is anticipated to be accomplished within the next fiscal year.

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

   See ***Attachment II.5 Asbestos Study.***

Part IV – Potential Redevelopment and Reuse

1. Potential Redevelopment and Reuse Plans:

The former Dixie Theater will serve the City of Staunton as a 21st Century cultural center focused on four key areas of educational and entertainment programming: film, food, technology and music. This program is designed to reach a regional audience, but some of the programming will be more specifically targeted at young adult, youth and minority populations within the city, which are underserved by other local cultural venues. Finally, the historic theater, which sits on the eastern end of Beverley Street, Staunton's principal downtown street, has been a blighting influence on this block and has negatively affected the surrounding properties. Moreover, the vacant historic theater's dark and deteriorated

façade has effectively acted as a gap between the rest of downtown to the west and some of Staunton's major tourist destinations, the Woodrow Wilson Museum, the Blackfriars Theater, and Hotel 24 South, all of which lie just a block to the east or south. The renovation of the historic theater will effectively pull these other attractions into the downtown area. There will be a deed restriction applied to the building upon completion of the IRF contract which will put use limitations on the property for ten years.

2. **Economic Impact:**
The project anticipates creating at least 6 full-time or full-time equivalent positions at the outset. In terms of secondary impacts, Staunton has a vibrant tourist economy and has spent the past two decades investing in its downtown core. The Arcadia Project expects to remit more than $500,000 in new state and local taxes over 10 years. It will improve the attractiveness of downtown to potential businesses, and increase downtown property values. By stabilizing and securing an important and long vacant historical landmark we anticipate more direct secondary benefits to the business and restaurants immediately surrounding the Arcadia Project.

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

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

See *Attachment IV.3* for link to Staunton's Comprehensive Plan.

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

5. Prospects:
Since 2021, Arcadia has repaired the marquee, improved the facade, and replaced the rear roof, conducted a Feasibility & Market Study, created a Business & Operations Plan, developed final engineering and architectural drawings, created a fundraising plan, marketed and sold the adjacent property, applied for and received $1.6M in grants. After launching a capital campaign they have raised over $1,081,042 from local donors and real estate proceeds, and a grant from

the city of Staunton plus $613,482 in outstanding pledges. These items point toward a successful new life for the building. Opening is expected in first quarter 2027.

END

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

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

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

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

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

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

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

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

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

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

Adopted this 13th of November, 2025

CITY COUNCIL AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	**November 13, 2025**	**City Council**
Item #:	**B**	
Department:	**City Council**	
Alignment with Staunton Plan (Value/Strategic Area):	**Values: Excellence; Engagement; Inclusion & Equity** **Strategic Area: Comprehensive Economic Development; Improved Quality of Life through Recreation**	
Subject:	**Proclamation and Key to the City for Kathy and Bill Frazier**	

Background: City Council is honored and proud to recognize Kathy and Bill Frazier, with a proclamation and a Key to the City, for their contributions to the City, particularly in the historic preservation of Downtown Staunton.

Attachment: Proclamation—Kathy and Bill Frazier

Suggested Motion: Not applicable

City Manager: Leslie Beauregard

CITY OF STAUNTON, VIRGINIA

Proclamation

Kathy and Bill Frazier

WHEREAS, working together, Kathy and Bill Frazier participated in and led many transformational efforts to protect and improve Staunton's historic fabric by developing the public signage system for the historic districts, transforming Staunton from "anywhere, USA" to a coordinated historically compatible system throughout the downtown; and

WHEREAS, they assisted the city in applying for and receiving Main Street designation and served on the design committee for decades, as well as developed the Façade Improvement Program for Historic Staunton Foundation that offered free design services to downtown business owners; and

WHEREAS, Bill, as the first executive director of Historic Staunton Foundation, oversaw the creation of four of the historic districts in Staunton; and

WHEREAS, Kathy designed the R.R. Smith Center, Old Y Lofts, Staunton Hub, the award-winning New Street Parking Garage, and many of the façades on downtown Beverely Street, among many other local projects; and

WHEREAS, they led the effort to create and implement a plan and raise funds to upgrade various elements of the Gypsy Hill Park entrance, including the new gateway sign, restoration of the existing gates and brick piers, reconstruction of three historic spring boxes, installation of historically-styled streetlights, repairs to the Garden Center, and installation of interpretive signage throughout; and

WHEREAS, the many honors and recognitions that Staunton has received for its vibrant downtown and top-quality historic preservation would not have happened without the talent, professionalism, and dedication of Kathy and Bill Frazier, who have contributed to Staunton since the late 1970s; and

WHEREAS, without Kathy and Bill Frazier there would not be a thriving, historic Staunton and Staunton would not be able to take its rightful place as the gem of the Shenandoah Valley.

NOW, THEREFORE, BE IT PROCLAIMED by Staunton City Council, that the City of Staunton honors

Kathy and Bill Frazier

with the key to the City of Staunton and that the city recognizes the legacy of Kathy and Bill Frazier as the "*First Family of Preservation*."

Adopted this 13th day of November, 2025

_____
MICHELE D. EDWARDS, MAYOR

ATTEST: _____
CLERK OF COUNCIL

The Key to the City of Staunton is a beloved symbol of civic recognition and gratitude reserved for individuals who service to the public and common good rises to the highest level of achievement.