

William "Billy" Vaughn, Chair
Terry Holmes, Vice Chair
Don Bosserman
Mary "Suzie" Dull
Issac Grant
William "Billy" Sowers
Kristina Arbogast



STAUNTON ECONOMIC
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MEMORANDUM

To: Members, Staunton Economic Development Authority
Billy Vaughn, Chair
Terry Holmes, Vice-Chair
Billy Sowers
Don Bosserman
Issac Grant
Suzie Dull
Kristina Arbogast

From: Amanda DiMeo, Executive Director, Staunton EDA

Re: Meeting of the Economic Development Authority, May 7, 2026 at **8:30 a.m.**

Date: May 1, 2026

The Staunton Economic Development Authority will hold a meeting on Thursday, May 7, 2026 at **8:30 a.m. in the City Manager's Conference Room, City Hall, 3rd Floor.** The agenda and briefing materials are attached.

Please RSVP to Kim Cormier at cormierkb@ci.staunton.va.us.

Please contact me at 332-3869 if you have questions before the meeting.

We look forward to seeing you next Thursday.

Amanda

cc: Leslie Beauregard, City Manager ICMA-CM
John Blair, EDA Attorney
Jessica Blythe, EDA Secretary
Jeff Overholtzer, City Council EDA Liaison
Jessie Moyers, EDA Treasurer

MEETING AGENDA
Staunton Economic Development Authority
City Manager's Conference Room, 3rd Floor, City Hall
Thursday, May 7, 2026
8:30 am

Call to Order

1. Election of Officers
2. Meeting Date Resolution 2026-2027
3. Consideration of Minutes from the EDA Meeting on April 16, 2026
4. Dr. Eric Irizarry, Superintendent, Staunton City Schools
5. Executive Director's Report
6. Other Business
 - A. Potential License for Staging and Storage at Staunton Crossing
 - B. MGW Fiber Lease
 - C. SAW Facts/Figures 2025 Attached
7. Adjournment

Agenda Item No. 1

MEMORANDUM

TO: Staunton Economic Development Authority Directors

FROM: John C. Blair, II, Staunton Economic Development Authority Counsel

RE: Election of Officers

DATE: May 7, 2026

According to *Section 9. Annual Meeting* of the amended and restated by-laws of Economic Development Authority as approved on July 23, 2015, the EDA shall elect its officers in May. As outlined in *Section 3. Officers*, the directors shall elect from their membership a chairman and a vice-chairman, and from their membership or not, as they desire, an executive director, a secretary and a treasurer, or a secretary-treasurer. The following is the current slate of officers:

Board Members

- Chair – William Vaughn
- Vice-Chair – Terry Holmes

City Staff

- Executive Director – Amanda DiMeo, Director of Economic Development
- Secretary – Jessica Blythe, Assistant Director of Economic Development
- Treasurer – Jessie Moyers, Chief Financial Officer

Mr. Blair will conduct the elections for Chair and Vice-Chair. After the conclusion of those elections, the newly elected Chair will conduct the elections for Executive Director, Secretary, and Treasurer.

Agenda Item No. 2

MEMORANDUM

TO: Staunton Economic Development Authority Directors

FROM: John C. Blair, II, Staunton Economic Development Authority Counsel

RE: Establishment of Meeting Dates

DATE: May 7, 2026

According to *Section 10. Regular Meetings* of the amended and restated by-laws of Economic Development Authority as approved on July 23, 2015, the EDA shall establish its regular meeting dates by resolution.

The resolution before the Board of Directors establishes the regular meeting date of the EDA as the first Thursday of each month.

Recommended Motion: I move to adopt the regular meeting Resolution as presented.

**RESOLUTION
OF THE
ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF STAUNTON,
VIRGINIA
ESTABLISHING DATES FOR
REGULAR MEETINGS
FOR THE PERIOD OF
JUNE 2026 THROUGH MAY 2027**

RECITALS

A. The Economic Development Authority of the City of Staunton, Virginia (EDA) was created in 1984 as a political subdivision of the Commonwealth of Virginia with such public and corporate powers as are set forth in the Industrial Development and Revenue Bond Act, constituting Chapter 49 of Title 15.2 of the Code of Virginia, 1950, as amended;

B. The EDA is governed by a Board of Directors of seven directors which meets monthly to conduct the affairs and any other business of the EDA;

C. Section 10 of the Amended and Restated By-laws of the EDA provides that regular meetings of the EDA may be held at such times and places as the directors determine by resolution;

D. The EDA desires to establish the dates, times, and places of its regular monthly meetings for the period of June 2026 through May 2027; and

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

NOW, THEREFORE, BE IT RESOLVED by the Economic Development Authority of the City of Staunton, Virginia, that:

1. Regular meetings of the Economic Development Authority of the City of Staunton, Virginia (EDA) shall be held on the first Thursday of each month for the period of June 2026 through May 2027, at City Hall, 116 West Beverley Street, Staunton, Virginia, at 8:30 a.m. or at such other date, time, place or other alternative means, such as through an electronic communications meeting, as may be designated by the published agenda for any meeting or session of the EDA.

Adopted this ____ day of May, 2026.

Chair

ATTEST: _____
Jessica Blythe, Secretary

Agenda Item No. 3

MEMORANDUM

TO: Members, Staunton Economic Development Authority

FROM: Amanda DiMeo, Staunton EDA Executive Director

RE: Consideration of Minutes

DATE: May 1, 2026

This item on your agenda is consideration of the minutes from the EDA Meeting on April 16, 2026.

**MINUTES OF THE ECONOMIC DEVELOPMENT AUTHORITY MEETING
CITY OF STAUNTON, VIRGINIA**

**Thursday, April 16, 2026 8:30 a.m.
Caucus Room, City Hall, First Floor**

Members Present: Billy Vaughn, Chair
Terry Holmes, Vice-Chair
Billy Sowers
Don Bosserman
Isaac Grant
Kristina Arbogast

Members Absent: Suzie Dull

Others Present: Amanda DiMeo, Director of Economic Development
Jessica Blythe, Assistant Director of Economic Development
John Blair, City Attorney
Jeff Overholtzer, City Council Liaison
Jessie Moyers, CFO City of Staunton
Rodney Rhodes, Community Development Director
Samantha Johnson, Director of Tourism
Sheena Logan, Sales and Marketing Manager, Tourism

Mr. Vaughn called the meeting to order.

1) Consideration of Meeting Minutes from February 5, 2026.

Motion: A motion was made by Mr. Sowers, and seconded by Mr. Bosserman to approve the minutes as presented. The motion carried unanimously by the members present.

2) Treasurer's Financial Report

The report was attached to the packet and opportunity was given for questions. No significant changes were reported and only slightly more interest income was noted. On April 7, the remaining amount held in escrow was received. Thanks were extended to Mr. Blair for his work on this matter.

Motion: A motion was made by Mr. Bosserman, and seconded by Mr. Holmes, to approve the financial report. The motion carried unanimously by the members present.

3) Executive Director Report

Ms. DiMeo and Ms. Blythe updated the group on the items below:

Staunton Crossing Business Plan Update

Ms. Dimeo provided an update on the EDA's desire to move forward with an update to the Staunton Crossing Business Plan. Key discussion points included:

- The EDA shared its direction with City Council at the April 9 Council Work Session.
- Media coverage created some confusion regarding a potential data center at Staunton Crossing; members clarified this is not currently planned.
- Consultant Tim Davey is awaiting direction from the EDA regarding the scope of the business plan revision.

- Initial estimate: 90-day timeline and approximately \$25,000 for a straightforward revision; additional community/stakeholder engagement sessions would increase both cost and timeline.

Discussion:

- Members agreed that community involvement is important, particularly following public comments raised at the Council meeting.
- It was noted that data center information had been included in plans since at least 2019 but appeared to catch the public by surprise.
- Discussion included the need to educate the public about the \$300 million in unfunded capital needs and the role of Staunton Crossing tax revenue in addressing those needs.
- Members emphasized that the EDA, as the property owner, is responsible for developing and approving a plan before submitting it to City Council for consideration.
- Topics identified for further discussion: appropriate uses for Staunton Crossing; community concerns about data centers (electricity, power grid, solar); and types of development the EDA wishes to pursue.

No formal action taken; further discussion and scope development to follow.

Fiber Lease Agreement – Dark Fiber / MGW Networks

John Blair presented background on a fiber lease agreement between the EDA and MGW Networks:

- During the City's 'Big Dig,' dark fiber was laid on Beverley and Augusta Streets. Ownership was not fully transferred to the EDA, but a lifetime grant of rights was provided to the EDA to lease the fiber.
- MGW Networks has leased 8 of approximately 45 fiber strands. The lease was last approved by the EDA on March 2, 2023, with a one-year renewal term.
- MGW Networks failed to send the required 90-day notice of intent to renew and subsequently appeared at the Economic Development office requesting renewal.
- There has been no other interest in the dark fiber for over a decade; the annual lease amount is approximately \$6,000 (\$500/month).
- Barriers to broader use include the original intent for the city to serve as an internet service provider (ultimately not pursued), and subsequent state legislation preventing municipalities from operating as ISPs.

Motion: A motion was made by Mr. Sowers, and seconded by Mr. Grant, to direct Mr. Blair to revise the lease agreement to a five-year renewal term and bring it back for consideration at the next meeting. The motion carried unanimously by the members present.

Other updates:

- Shop & Dine Out campaign has launched with favorable weather and strong results.
- The Farmers' Market has relocated to the West End / JDR lot and is performing well. Opening day was reported as the second-highest revenue in 33 years. Nearby businesses (Stella Mia, Mi Rancho, Suzy Q Crafts) are seeing increased foot traffic.
- Economic Development Week is May 4–8
- EDA officer elections will be held at next month's meeting.

- May meeting will include a presentation by Superintendent Dr. Eric Irizarry on CTE space at Shelburne Middle School (to be held at EDA offices due to student testing).
- Legislation that would have required public hearings and 30-day notice for economic development incentives was defeated at the General Assembly.

SDDA

- Adam Greenbaum (former owner of The Visulite) has been named Executive Director of SDDA.
- SDDA has restarted its Economic Vitality Committee; regular meetings with the EDA to follow.

GoTech CTE Initiative (Jessica)

- GoVirginia initiative to bring CTE curriculum (GoTech) to middle schools was presented.
- The program is active in 70+ middle schools in Virginia and originated in Pennsylvania.
- Nine career pathways available; curriculum covers grades 6–8.
- Augusta County and Shenandoah County are spearheading regional participation; Staunton has been invited to join.
- A mobile workshop is being scheduled; EDA members are welcome to attend.

Tourism Update (Samantha)

- Tourism numbers rebounded after the January/February ice storm and are trending up; summer projections are strong.
- The Governor attended a Virginia Tourism event in Charlottesville to unveil a new statewide strategic plan; regional plans to follow.
- Jones Garden is expanding into the Newtown Bakery property (West End).
- Art Hive is curating a West End Arts Festival later this month, including new murals.
- Hotel 24 South commended: the Virginia Aviation Council (12-year returning conference, 100+ attendees) praised Staunton's hospitality and logistics.
- The Virginia Association for College Employees will be in town the following week.
- A VSDB student is interested in connecting visually/hearing impaired students with business mentors and employment opportunities.
- Steam Engine Train: Returning in June (two weekends, June 12 and the following weekend). Approximately 1,100 seats per run, three runs per day (Fri/Sat/Sun). Train will load and disembark at the downtown station. Police coordinating traffic management. Tickets expected to sell out.
- Elizabeth Abudakar purchased Sweet Addies and the Anne Hathaway's Cottage.

Community Development Update (Rodney)

- Comprehensive Plan is under steering committee review; available to the public May 4. City Council presentation scheduled for June 3 at a special meeting at the library.
- McIntosh Development proposal (267 homes on Middlebrook with Ritchie access) is returning to the Planning Commission; may proceed to City Council next month.
- Fisher Auto Parks is requesting rezoning of 855 Statler Boulevard from Industrial to General Business for former strip mall space (old Walmart shopping center area); public hearing before Planning Commission.

- New permitting software goes live May 5, enabling electronic permit applications, status tracking, and public project visibility online.
- City project dashboard (presented by Josh Knight Communications) will be available on the city website, showing status of infrastructure and paving projects.

4) Enterprise Zone Grants/Wharf Grants

Jessica Blythe presented the results of the first year of the Enterprise Zone local incentive grant program:

- 18 applications received — significantly more than in recent years.
- Total funding requested: over \$90,000. Available budget: \$20,000.
- Total private investment represented: over \$300,000.
- Most popular incentive: Facade Improvement Grant; followed by Marketing Support Grant and Technology Grant. No applications for Job Creation or Large Business Incentive.

Options Presented

Three funding options were presented:

- Option A: Fully fund three applicants (Jones Garden, Staunton Augusta Art Center, Mike & Mario's).
- Option C: Fund those three plus Art Hive, with slightly reduced awards across all four.
- Option D: Spread \$20,000 across all moderately-to-highly aligned applicants (not recommended by staff due to diluted impact).

Applicant Summaries (Options A & C)

Jones Garden (Facade Improvement Grant):

- Expanding into the former Newtown Bakery property on the West End.
- Plans include a cafe, prepared meals, market/grocery space, and plantings.
- Aligns with West End revitalization priority.

Staunton Augusta Art Center (Technology Grant):

- Funding for digital equipment (cameras, recorders, monitors).
- Will allow in-house production and expanded course offerings including photography.

Mike & Mario's (Facade Improvement Grant):

- Located on the West End near the old Tasty Freeze on Churchville Ave.
- Requesting funding for new entrance/egress door; owner has already made significant property investments.

Art Hive (Facade Improvement Grant – Option C only):

- Located on Spring Hill Road
- Application includes: ADA-accessible ramp, mural (West End Arts Festival), landscaping, lighting, and hardscaping.
- Strong alignment with public art, ADA accessibility, and beautification priorities.

Discussion

- Members discussed the importance of making meaningful awards rather than spreading funds too thin.

- Budget will increase from \$20,000 to \$50,000 starting July 1 (new fiscal year).
- Discussion of carrying over current-year funds or adjusting the application window to allow grantees more time to complete projects within the fiscal year. Staff to follow up with Finance.
- Reimbursement-based grants have a 12-month term; carryover and multi-year tracking concerns raised.

Motion: A motion was made by Mr. Sowers, and seconded by Ms. Arbogast, to approve Option A: Full funding for Jones Garden, Staunton Augusta Art Center, and Mike & Mario's. The motion carried unanimously by the members present.

Note: Staff will follow up with Finance regarding grant disbursement timing, fiscal year carryover, and whether the application window should be adjusted for future cycles.

Wharf Marketing Grant – Business Impact Program

Jessica Blythe provided an update on the Wharf Marketing Grant program, established to support businesses impacted by the tunnel construction project:

- Grant range: \$1,000–\$5,000. Total program budget: \$100,000. This is an upfront award (not reimbursement-based) to reduce barriers for impacted businesses.
- Two workshops have been completed: one led by SBDC (8 attendees) and one marketing workshop with Katie Campbell and Courtney Thompson from the Chamber (4 attendees). Attendance at one workshop and a one-on-one SBDC session are requirements for eligibility.

Applicant: Ciders from Mars

- Total proposed marketing investment: \$7,896.
- Plan includes: digital and traditional advertising, graphic design (\$1,000), print (\$300), radio ads, and content creation (video, photo library, storytelling around construction) during spring and summer.
- All requirements have been met.
- Recommended award: \$5,000 (maximum).

Motion: A motion was made by Mr. Holmes, and seconded by Mr. Bosserman, to approve a \$5,000 Wharf Marketing Grant award to Ciders from Mars. The motion carried unanimously by the members present.

Additional Note: Well Balanced Paw

- Well Balanced Paw is expanding from the Wharf to a new space on Central Avenue (near Pizza Luca), which will affect her eligibility for the Wharf Marketing Grant (requirement: must remain at the Wharf).
- She also applied for the Enterprise Zone grant but was not selected in the current funding round.
- Staff will follow up with Mr. Blair to discuss whether a program amendment should be brought to Council to address her situation, given the impact of tunnel construction on her business.

Tunnel Project Status

- Project completion targeted for Spring 2027.
- Phase 1 (Buyer Street weak spot): Nearing completion.
- Phase 2 (Johnson Street): Beginning late June/July.

- Phase 3 (New Street): To follow.
- The parking lot at the Wharf is not part of the current project scope; limited parking access will continue after construction until a future project addresses remaining weak spots.
- A daylighting feasibility study (led by Willow in Engineering) is expected to be presented to Council in June.
- Communications Manager Josh Knight is updating the project website regularly.

5) Other Business

There was no other business

6) Meeting Adjournment

With no further business, the meeting was adjourned at 9:38 am.

APPROVED:

Chairperson

DATE: May 7, 2026

Secretary

DATE: May 7, 2026

Agenda Item No. 4

MEMORANDUM

TO: Members, Staunton Economic Development Authority

FROM: Amanda DiMeo, Executive Director, Staunton EDA

RE: Dr. Eric Irizarry, Superintendent, Staunton City Schools

DATE: May 1, 2026

Agenda Item No. 5

MEMORANDUM

TO: Members, Staunton Economic Development Authority

FROM: Amanda DiMeo, Executive Director, Staunton EDA

RE: Executive Director Report

DATE: May 1, 2026

Amanda DiMeo and Jessica Blythe will provide an update on recent activity. In support of their report, attached are activity reports from the City's Community and Economic Development departments.

Economic Development Monthly Report

March 2026

Staunton Crossing

March brought continued momentum for Staunton Crossing, with both Ms. DiMeo and Ms. Blythe actively engaged in prospect and site development activities. On March 25th, the team participated in a Staunton Crossing discussion to advance planning for the Certified Business Ready Site.

The department submitted a Request for Information (RFI) to VEDP on March 12th as well as the 16th, followed by a third submission on March 18th, reflecting the team's sustained outreach efforts to state partners in support of site marketing and prospect development. These submissions continued work begun in prior months to position Staunton Crossing competitively for industrial recruitment targets.

Business Retention and Expansion (BRE) Efforts

The department engaged in a range of business retention and expansion activities throughout March. On March 11th, the team addressed a Commerce Road property inquiry and responded to a Cottonwood Commercial inquiry for a quick service use, demonstrating ongoing responsiveness to incoming development interest. Additionally, an Arcadia project update meeting on March 23rd continued oversight of that development at the site.

A Development Review meeting on March 18th provided the department the opportunity to weigh in on active development proposals alongside city staff. The JLV marketing team update, also on March 18th, continued coordination with that development project. Ms. DiMeo joined the SVP Lead Generation meeting on March 20th, maintaining the department's regular engagement with Shenandoah Valley Partnership to track and pursue regional prospects.

Ms. Blythe & Ms. DiMeo participated in the SVP Spring Connect event at Waynesboro iHub on March 24th, representing Staunton in regional business development and networking activities. The ribbon cutting at Serenity First Hospice on March 4th marked an important milestone for a new Staunton business. The team also fielded a Dominion Energy contact on March 11th and participated in the Chamber Voice of Business meeting on March 10th, which included a Virginia Blueprint presentation.

Enterprise Zone (EZ) Efforts

Enterprise Zone activity in March centered on program outreach and stakeholder coordination. Ms. Blythe met with the City Assessor on March 12th to discuss the Tax Abatement Program and implications on the EZ incentives. The TAB meeting, also on March 12th, provided a venue for ongoing program coordination. These conversations build on the streamlined five-program Enterprise Zone structure launched in January 2026. Ms. Blythe met with several businesses and property owners to discuss the local incentives prior to the April 1 deadline for the program.

Wharf District Infrastructure Project

The Wharf District program remained active in March with multiple touchpoints across stakeholders and internal teams. The monthly Wharf Stakeholder Meeting took place on March 4th, continuing the established first-Wednesday meeting cadence that keeps business owners, city staff, and project partners informed on construction progress and program updates.

An internal Wharf team meeting on March 18th allowed staff to coordinate on immediate operational needs and program execution. Ms. Blythe met with the Converge team on March 6th to discuss toll booth vinyl wrap designs, advancing the construction-period placemaking initiative that supports wayfinding and visual identity for businesses affected by the tunnel project.

A wayfinding signage meeting on March 16th further advanced the department's efforts to maintain visibility and accessibility for Wharf District businesses during construction.

Partnerships & Regional Engagement

March featured a full slate of regional and interagency engagement. Ms. Blythe traveled to Richmond on March 3rd for General Assembly meetings. Ms. Blythe also participated in the Virginia Rural Leadership Institute Reception (VRLI) on March 2nd, advancing her cohort work and statewide peer connections.

Significant groundwork was laid in March around the GoVA grant opportunity. On March 6th, Ms. DiMeo participated in a GoTec partnership discussion focused on the GoVA grant, exploring how the program could support workforce pipeline development in Staunton. A GoVA Brainstorming Session at the Virginia Career and Technical Center (VCTC) on March 11th brought together regional partners to develop a collaborative framework for the grant application. Ms. DiMeo also met with Leigh Evans of JMU on March 12th for a GoVA grant discussion, building the higher education partnership component of the initiative.

The monthly ED/Tourism/SDDA meeting on March 18th maintained the collaborative relationship between economic development, tourism, and the downtown development authority. Ms. DiMeo attended the SDDA Economic Vitality Meeting on March 16th following a conversation with Sarah Lynch on March 12th to discuss the committee's direction, and attended the SDDA Board Retreat on March 19th for broader strategic alignment.

On March 10th, the team met with the Farmers Market team on site at JDR to discuss coordination ahead of the market's season. The department participated in a VSDB Community Input Session on March 13th and engaged in a Public Art / Storm Drains meeting on March 24th. A Star Party check-in on March 24th continued community programming coordination. Ms. DiMeo also attended a VWAI meeting on March 17th and Women's Weekend events on March 7-8.

Ms. Blythe and Ms. DiMeo met with a Mary Baldwin University student on March 25th, reflecting the department's commitment to building connections with local higher education and supporting career pathways in economic development.

Brownfields Program

Brownfields planning advanced meaningfully in March. A Brownfields Planning Meeting on March 13th continued coordination on the program's strategic framework. On March 26th, the team conducted a follow-up meeting to plan a Brownfields Walking Tour as part of the upcoming state conference to be hosted in the City.

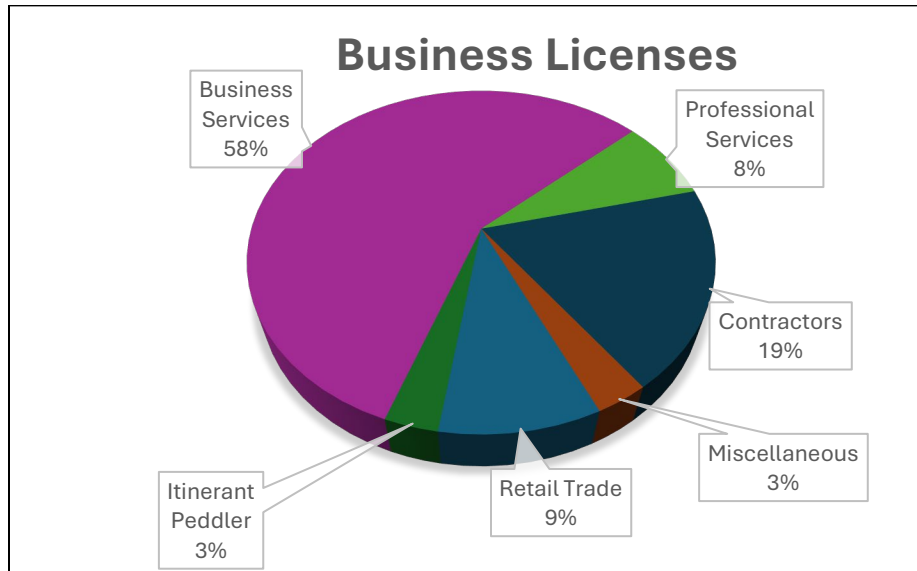
Business License Activity

During the month of March 2026, the Commissioner's office issued 64 business licenses, compared to 33 the previous month (February), representing a 93.9% increase. This month a year ago, 27 business licenses were issued.

The Business Services sector accounted for 58% of the of the total licenses issued in March 2026, and the Retail Trade sector accounted for 9%, Contractors accounted for 19%. Professional Services accounted for 8% and 3% each for Itinerant Peddlers and Miscellaneous categorized licenses.

Year to date licenses issued: 122

Licenses issued previous year for same period: 79



Unemployment Data

Updated unemployment information has not been reported at the locality levels in 2026. The most recent data available for state unemployment indicates state unemployment at 3.9% for January 2026.



Community Development

March 2026 Activity Report

Key Construction Project Updates

Columbia Gas Administrative Headquarters

Final inspections are being scheduled for the new Columbia Gas Administrative Headquarters located at 102 Valley Center Drive. The newly constructed facility totals 22,355 square feet.



Pictured above: Exterior of the new administrative headquarters building.

Gypsy Hill Park Pool House

Construction is moving forward at the Gypsy Hill Park pool house. Inspections are ongoing, and the facility is scheduled to open for the 2026 pool season.



Pictured above: Exterior of the new pool house.

New Site Plans Under Review:

- None.

Approved Site Plans:

- 103 W Village Dr- Revised Site Plan for parking lot

Reports

Environmental Division



Inspections Report

The Environmental Programs Division of Community Development completed erosion and sediment control inspections on residential and commercial construction sites throughout the city as follows:

- Residential Construction – 46 active sites with 104 inspections in March 2026
- Commercial Construction – 13 active sites with 36 inspections in March 2026

Adopt-A-Spot Signs Are Up!

New Adopt-A-Spot signs were recently installed for participating groups throughout the city. With Earth Day around the corner, it's a great time to apply for the Adopt-A-Spot program. More information about how to get involved is available on the city's website.

Pictured left: New Adopt-A-Spot sign on Lacy B King Hwy for the Shenandoah Valley Club of the Deaf.

Planning & Zoning Division

Planning Commission

At its March 19 meeting, the Planning Commission held a second public hearing and once again tabled a request for McIntosh Village, a 267-unit single-family Planned Residential Development. The Commission also formally appointed Zoning Administrator, Linda Nesselrodt, to serve as Clerk of the Planning Commission. Kendrick Kier took his seat as the newest member of Planning Commission and participated in his first meeting.

The April 16, 2026, Planning Commission agenda will feature further consideration of McIntosh Village. The Commission will consider additional conditions associated with the connections to Green Spring Valley and Shenandoah Heights and a possible buffer requirement between the new development and existing neighborhoods. The Commission will also hold a public hearing on a rezoning request by Fisher Auto Parts, to rezone a portion of 855 Statler Blvd from I-1, Light Industrial to B-2, General Business.

Comprehensive Plan

The Comprehensive Plan is entering its final stages of refinement as the steering committee and staff complete a thorough review of the draft to ensure it meets our community goals. Once this review is finalized, the draft plan will be posted online for public comment during the month of May, offering residents an important opportunity to provide direct feedback. Following the public review period, the City Council will hold a work session to discuss the plan on **June 3rd at 6 pm at the Staunton Public Library.**



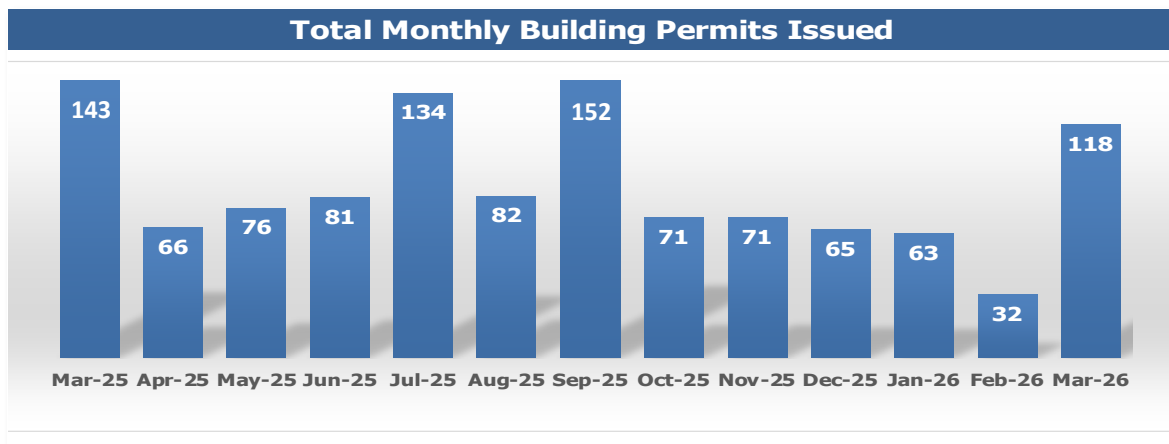
Housing Division

City's Housing Commission Has First Meeting

On March 5th, the City's new Housing Commission met for the first time. The nine-member commission was appointed by City Council to advise staff and elected officials on improving the quality and quantity of affordable and workforce housing. Commission members expertise covers a wide array of housing areas including market-rate housing development, affordable housing rental and ownership, and citizen housing advocacy. One of the first activities the Commission will tackle is completing Action Plan tasks in the City's Housing Strategy.

Building Construction and Related Activity

Permits Issued	Mar-26	Mar-25	# Chg	% Chg
New Residential	11	12	-1	-8.3%
Residential Renovations	16	17	-1	-5.9%
Electrical Permits	40	34	6	17.6%
Mechanical Permits	21	36	-15	-41.7%
Plumbing Permits	19	25	-6	-24.0%
Commercial New-Renovations	3	4	-1	-25.0%
Miscellaneous	8	16	-8	-50.0%
Total	118	144	-26	-18.1%



Permit Fees Collected	Mar-26	Mar-25	# Chg	% Chg
New Residential	\$5,624	\$6,020	-\$396	-6.6%
Residential Renovations	\$1,747	\$2,295	-\$548	-23.9%
Electrical Permits	\$3,689	\$3,137	\$552	17.6%
Mechanical Permits	\$2,280	\$3,432	-\$1,153	-33.6%
Plumbing Permits	\$1,754	\$2,366	-\$612	-25.9%
Commercial New-Renovations	\$611	\$835	-\$224	-26.9%
Miscellaneous	\$0	\$328	-\$328	-100.0%
Total	\$15,705	\$18,414	-\$2,709	-14.7%

Agenda Item No. 6

MEMORANDUM

TO: Members, Staunton Economic Development Authority

FROM: Amanda DiMeo, Staunton EDA Executive Director

RE: Other Business

DATE: May 1 , 2026

- A. Staunton Crossing Potential License
- B. MGW Fiber Lease
- C. SAW Facts/Figures 2025 (attached)

Agenda Item No. 6A

MEMORANDUM

TO: Directors, Staunton Economic Development Authority (EDA)

FROM: John C. Blair, II, Counsel to the Staunton EDA

RE: Potential License for Staging and Storage Area at Staunton Crossing

DATE: May 7, 2026

Background: The EDA acquired the Staunton Crossing property in 2010.

Currently, there is a vacant building on the Staunton Crossing property, addressed as 222 Crossing Way, as indicated in Exhibit A of this Briefing.

The City of Staunton's Department of Public Works has approached the Department of Economic Development about use of this building.

Seth Hoilman, the City's Utilities Superintendent, stated, "It would be a valuable place for Public Works to keep some materials and supplies out of the weather, on that side of town. Currently, when we have a water break or sewer issue on or near Richmond Ave., we have to come all the way back to Public Works on the other side of town to get the necessary supplies to repair the issue. This takes extra time, that could be saved, by having a small store of common items that we could access on that side of the city."

In order to permit the City of Staunton to use the building, the EDA would need to grant a license to the City. If granted, the license should be revocable with thirty days' notice by the EDA. This revocability provision will insure that there is no impediment to the sell of the property if a prospective buyer comes forward to purchase the parcel.

Recommended Motion: I move to grant the City of Staunton a license to use a portion of the Staunton Crossing property, addressed as 222 Crossing Way, for a storage area until the property is sold. The license shall be revocable by the EDA with thirty days notice to the City of Staunton. I further move that the license agreement be prepared by the Staunton City Attorney and executed by the EDA Chair.

Agenda Item No. 6B

MEMORANDUM

TO: Staunton Economic Development Authority Directors

FROM: John C. Blair, II, Staunton EDA Counsel

RE: Fiber Use Agreement between EDA and MGW Networks, LLC

DATE: May 7, 2026

In 2011, the City of Staunton leased 63,120 fiber feet of dark fibers to the Staunton Economic Development Authority (EDA).

The purpose of the City's lease of the fiber was to enable the EDA to sublease the fiber to private telecommunications providers. These telecommunications providers would activate the fiber to provide service to downtown Staunton businesses.

The City needed to lease the fiber to the EDA because only the EDA is legally authorized by the Code of Virginia to provide fiber for economic development purposes.

In 2011, the EDA executed a Fiber Use Agreement with MGW Networks, LLC.

In 2023, the EDA executed a new Fiber Use Agreement with MGW Networks, LLC.

In order to continue with the existing arrangement, the EDA will need to approve a new Fiber Use Agreement. The proposed Fiber Use Agreement is attached to this Memorandum.

The proposed Fiber Use Agreement has been reviewed by the Directors of the Economic Development and Information Technology Departments as well as Counsel for the EDA. These individuals do not have an objection to the proposed Fiber Use Agreement.

It is staff's recommendation that the EDA approve the Fiber Use Agreement as presented.

FIBER USE AGREEMENT

This Fiber Use Agreement (the “Agreement”) is made and entered into as of the ____ day of _____, 2026, by and between THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF STAUNTON, VIRGINIA (“EDA”), a political subdivision of the Commonwealth of Virginia, and MGW Networks, L.L.C. a Virginia limited liability company, having its principal office at 29 North Central Avenue, Staunton, Virginia 24401.

RECITALS

EDA leases and manages certain fiber optic facilities from the City of Staunton, Virginia (the “City”) and desires to make available six (6) of its fiber pair miles, defined as 2,600 single strand feet on the Beverley Street loop and 2,600 single strand feet on the Augusta Street loop, in downtown Staunton, Virginia, for a total of 31,560 fiber feet (3 pair on each loop) of dark fibers (hereinafter referred to as “Fibers”) on its wide area fiber optic communications network (the “EDA Network”) to MGW Networks, L.L.C. In addition, the EDA leases and manages certain fiber optic facilities from the City and desires to make available dark fibers running laterally from the Fibers to business premises located in the City (“Laterals”).

EDA and MGW Networks, L.L.C. originally entered into a Fiber Use Agreement dated August 11, 2011.

EDA and MGW Networks, L.L.C. entered into a subsequent Fiber Use Agreement on March 2, 2023, and both parties desire to renew and affirm the use of the Fibers and Laterals with this updated Agreement.

EDA and MGW Networks, L.L.C. believe that the interests of the public and the parties will be well served by MGW Networks, L.L.C.’s continued use of the Fibers and Laterals in accordance with the terms and conditions contained herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the covenants, agreements and undertakings contained herein, EDA and MGW Networks, L.L.C. (the Parties”) agree as follows, subject to ratification by the City Council of the City:

Article 1. Incorporation of Recitals

1.1 The foregoing recitals are hereby incorporated into and are integral to this Agreement.

Article 2. Grant of Use

2.1 EDA hereby grants to MGW Networks, L.L.C. an indefeasible non-exclusive right to use the Fibers along the EDA Network. No use of any portion of the facilities (the “EDA Facilities”) that constitute the EDA Network nor payment of any charges required under this Agreement shall create a vested interest by MGW Networks, L.L.C. in any easement

or other ownership or property rights of any nature in EDA's Network or in any other of the EDA Facilities.

Non-Exclusive Use: EDA reserves the right to access to the Fibers along the EDA Network for use by the City of Staunton's own governmental purposes, so long as EDA's use does not materially interfere with MGW Networks, L.L.C's use of those fibers. The EDA also reserves the right to lease access to the Fiber along the EDA Network for use by other telecommunications companies.

2.2 EDA hereby grants to MGW Networks, L.L.C an indefeasible non-exclusive right to use the Laterals in order to install fiber optic facilities in said Laterals in order to provide services to business customers in the City. The Parties agree that EDA may grant others similar indefeasible non-exclusive rights to use the Laterals for similar purposes.

2.3 Access Points Material and Installation: MGW Networks, L.L.C will be responsible for all cost of material and installation of the fiber splicing tray or optical patch panel at the Access Points, and shall designate to EDA the identity of the MGW Networks, L.L.C Fibers to be spliced within the Access Points. EDA will bill MGW Networks, L.L.C for material and labor involved in the splicing and testing of Fibers at the Access Points after work is completed and accepted by MGW Networks, L.L.C. MGW Networks, L.L.C shall be responsible at MGW Networks, L.L.C's cost for managing its own fiber to the Access Points and causing the connection to be made between that fiber and the EDA Fibers. MGW Networks, L.L.C shall retain ownership of the connecting fiber introduced by it, shall maintain it and any ancillary materials and equipment placed by MGW Networks, L.L.C, and shall remove same at the end of the Term (as defined below) or extensions to the Term unless the EDA provides permission for another arrangement.

Article 3. Term

3.1 Unless sooner terminated pursuant to the provisions of this Agreement, the term ("Term") of this Agreement shall be for a period of five (5) years from the date of this Agreement, with one-year renewal options, as set forth herein.

3.2 The Agreement shall terminate at the end of the five (5) year term unless MGW Networks, L.L.C provides to EDA written notice of an intention to extend the Agreement for one (1) year at least ninety (90) calendar days prior to the end of the Term ("End of Term"). Upon failure to give such notice, this Agreement shall terminate. If MGW Networks, L.L.C provides such written notice, the Agreement shall continue in force for one (1) year from the End of Term ("End of First Year Extension"). The Agreement shall terminate at the end of the End of First Year Extension unless MGW Networks, L.L.C provides to EDA written notice of an intention to extend the Agreement for one (1) more year at least ninety (90) calendar days prior to the End of First Year Extension. Upon failure to give such notice, this Agreement shall terminate. If MGW Networks, L.L.C provides such written notice, the Agreement shall continue in force for one (1) year from the End of First Year Extension. This Agreement's term shall not extend beyond a total of seven years.

- 3.3 Immediately upon termination of this Agreement by the expiration of the Term hereof or otherwise, MGW Networks, L.L.C shall peaceably quit and surrender the EDA Fibers and Laterals to EDA in their original condition, as described herein, reasonable wear and tear excepted.

Article 4. Compensation

- 4.1 MGW Networks, L.L.C shall pay to EDA for the Fibers and Laterals a monthly rental fee of Five Hundred Dollars (\$500.00), payable in advance on the first day of each month during the Term, commencing on the first day of the first full month after the date of this Agreement. If a monthly rental fee is not received by EDA by the fifth (5th) day of a month, then MGW Networks, L.L.C shall pay a ten percent (10%) penalty of Fifty Dollars (\$50.00) for said payment.

Article 5. Emergency Restoration Services

- 5.1 EDA shall provide, at no additional cost to MGW Networks, L.L.C, standby emergency restoration services for the fiber optic network, in the same manner in which the City of Staunton provides emergency restoration services to its owned facilities. In no event shall EDA be liable to MGW Networks, L.L.C for any damages on account of its failure to provide emergency restoration services.

Article 6. Taxes, Licenses, Liens

- 6.1. During the Term hereof, as well as any extensions to the Term as provided herein, MGW Networks, L.L.C shall pay, when due, all taxes, including premise or property taxes, sales and use taxes, or any other fees required by law assessed upon the use of the EDA Fibers by MGW Networks, L.L.C, which are directly assessed on MGW Networks, L.L.C's activities involving the Fibers and Laterals, as well as MGW Networks, L.L.C's use of any ancillary EDA Facilities. MGW Networks, L.L.C shall keep EDA's Facilities and the Fibers and Laterals free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use of the Fibers and Laterals by MGW Networks, L.L.C. If MGW Networks, L.L.C shall fail to pay the above mentioned taxes, assessments, or other fees when due, and such failure continues after ten (10) days written notice, EDA shall have the right, but not the obligation, to pay the same and charge the amount thereof to MGW Networks, L.L.C, who shall pay the same within thirty (30) days after invoice. EDA's right to pay the same does not change the fact that MGW Networks, L.L.C's failure to pay such is a breach of this Agreement.

- 6.2 Should any such tax or taxes be levied and/or assessed, EDA shall notify MGW Networks, L.L.C accordingly as soon as is reasonably practical. EDA shall also provide MGW Networks, L.L.C with copies of any and all notices, bills, and other pertinent documentation. MGW Networks, L.L.C shall, within forty-five (45) days of receipt of such written notification(s), pay all such amounts or shall lawfully contest same, provided that MGW Networks, L.L.C shall indemnify, defend and hold EDA harmless from any liabilities arising out of such contest.

Article 7. Maintenance

- 7.1 EDA and its contractors or subcontractors shall, at all times hereunder, maintain the EDA Network, in proper working conditions and in compliance with industry standards for maintaining fiber optic facilities and in accordance with all applicable ordinances, statutes, regulations, laws, tariffs, and codes. EDA shall, at no cost to MGW Networks, L.L.C., supply labor, tools and equipment necessary to perform such maintenance provided, however, that MGW Networks, L.L.C. shall cooperate with, and assist, as may reasonably be required and requested by EDA.
- 7.2 MGW Networks, L.L.C. agrees to pay all direct, actual and reasonable costs (labor and material) of maintenance of the EDA Fibers if the required maintenance is caused by MGW Networks, L.L.C.'s improper connection to or use of the Fibers.
- 7.3 EDA agrees to use reasonable efforts to perform such maintenance if required, subject to Force Majeure conditions (Section 15.8). EDA shall notify MGW Networks, L.L.C. of any outages by telephone call to (540) 925-2255. MGW Networks, L.L.C. shall notify EDA of any outages at (540) 332-3823. Scheduled outages shall be those outages of which MGW Networks, L.L.C. has at least a fourteen (14) day advance written or electronic notice.
- 7.4 Except in emergency situations, if EDA needs to repair or replace any of the EDA Fibers, EDA shall notify MGW Networks, L.L.C. in writing or electronically not less than twenty-one (21) days prior to the time that the work will take place, when MGW Networks, L.L.C.'s use of the fibers will be interrupted. To the extent possible, EDA and MGW Networks, L.L.C. shall agree upon the times when scheduled maintenance will be performed so as not to interfere with MGW Networks, L.L.C.'s business, however, EDA retains the right to perform maintenance on fibers upon proper notification to MGW Networks, L.L.C. without a mutual agreement between Parties.
- 7.5 MGW Networks, L.L.C. shall be solely responsible for the maintenance of any facilities it constructs in conjunction with the Laterals.

Article 8. Relocation

- 8.1 If EDA desires, for any reason, to relocate any of the EDA Facilities used or required in providing the EDA Fibers, such relocation shall be undertaken at EDA's sole cost and expense. EDA shall make no changes in the location of the EDA Fibers without at least sixty (60) days written notification to MGW Networks, L.L.C.
- 8.2 If for any reason, EDA is required by any third party, including, but not limited to a government entity, to relocate any of the facilities used or required in providing the EDA Fibers, EDA shall give MGW Networks, L.L.C. at least sixty (60) days, or as much time as circumstances permit, prior written notice of any such relocation. Such relocation shall be undertaken without expense to MGW Networks, L.L.C.
- 8.3 MGW Networks, L.L.C. shall be responsible for the cost of relocating any of its facilities it constructs in conjunction with the Laterals.

Article 9. Representations and Warranties

9.1 EDA represents that, to its knowledge, after due inquiry, it has the right and authority to enter into this Agreement and grant the rights and uses contained herein.

9.2 MGW Networks, L.L.C represents that, to its knowledge, after due inquiry, it has all licenses, permits and rights authorizing it to enter into this Agreement.

Article 10. Assignment and Transfer

10.1 MGW Networks, L.L.C shall not assign, transfer or sublet any of the privileges described in this Agreement without prior written consent of EDA, said consent not to be unreasonably withheld.

Article 11. Liability and Indemnification

11.1 Liability. MGW Networks, L.L.C agrees to reimburse EDA for all reasonable costs incurred by EDA for the physical repair of such facilities damaged by the negligence or misconduct of MGW Networks, L.L.C, its employees, agents or contractors.

11.2 Indemnification. MGW Networks, L.L.C, and any agent, contractor or subcontractor of MGW Networks, L.L.C, shall defend, indemnify and hold harmless EDA and its officials, officers, board members, representatives, employees, agents, and contractors, against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments and expenses (including reasonable attorney fees of EDA and all other costs and expenses of litigation) ("Covered Claims") arising in any way, including any act, omission, failure, negligence or misconduct, in connection with the construction, maintenance, repair, presence, use, relocation, transfer, removal or operation by MGW Networks, L.L.C, or by MGW Networks, L.L.C's officers, directors, employees, agents, and contractors, of MGW Networks, L.L.C's facilities.

11.2.1. Procedure for Indemnification.

11.2.1.a. EDA shall give notice promptly to MGW Networks, L.L.C of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit or proceeding filed by a third party against EDA, the notice shall be given to MGW Networks, L.L.C by EDA no later than ten (10) calendar days after written notice of the action, suit or proceeding was received by EDA.

11.2.1.b. Failure to timely give the required notice will not relieve MGW Networks, L.L.C from its obligation to indemnify EDA unless MGW Networks, L.L.C is materially prejudiced by such failure.

- 238 11.2.1.c. MGW Networks, L.L.C will have the right at any time, by notice
 239 to EDA, to participate in or assume control of the defense of the
 240 claim with counsel of its choice, which counsel must be reasonably
 241 acceptable to EDA. EDA agrees to cooperate fully with MGW
 242 Networks, L.L.C. If MGW Networks, L.L.C so assumes control of
 243 the defense of any third-party claim, EDA shall have the right to
 244 participate in the defense at its own expense. If MGW Networks,
 245 L.L.C does not so assume control or otherwise participate in the
 246 defense of any third-party claim, it shall be bound by the results
 247 obtained by EDA with respect to the claim.
 248
- 249 11.2.1.d. If MGW Networks, L.L.C assumes the defense of a third-party
 250 claim as described above, then in no event will EDA admit any
 251 liability with respect to, or settle, compromise or discharge, any
 252 third party claim without MGW Networks, L.L.C's prior written
 253 consent, and EDA will agree to any settlement, compromise or
 254 discharge of any third-party claim which MGW Networks, L.L.C
 255 may recommend which releases EDA completely from such claim.
 256
- 257 11.3 Environmental Hazards. MGW Networks, L.L.C represents and warrants that its use of
 258 the Fibers or its facilities used in conjunction with the Laterals will not generate any
 259 hazardous substances, that it will not store or dispose on or about the EDA Facilities or
 260 transport to the EDA Facilities any hazardous substances and that MGW Networks,
 261 L.L.C's facilities will not constitute or contain and will not generate any hazardous
 262 substance in violation of federal, state or local law now or hereafter in effect including
 263 any amendments. "Hazardous substance" shall be interpreted broadly to mean any
 264 substance or material designated or defined as hazardous or toxic waste, hazardous or
 265 toxic material, hazardous or toxic or radioactive substance, or other similar term by any
 266 federal, state, or local laws, regulations or rules now or hereafter in effect including any
 267 amendments. MGW Networks, L.L.C further represents and warrants that in the event of
 268 breakage, leakage, incineration or other disaster, its facilities would not release such
 269 hazardous wastes or substances. MGW Networks, L.L.C, and its agents, contractors and
 270 subcontractors, shall defend, indemnify and hold harmless EDA and its respective
 271 officials, officers, board members, representatives, employees, agents, and contractors
 272 against any all liability, costs, damages, fines, taxes, special charges by others, penalties,
 273 punitive damages, expenses (including reasonable attorney's fees and all other costs and
 274 expenses of litigation) arising from or due to the release, threatened release, storage or
 275 discovery of any such hazardous wastes or hazardous substances on, under or adjacent to
 276 the EDA Facilities attributable to MGW Networks, L.L.C's use of the EDA Facilities.
 277
- 278 11.4 In any suit against MGW Networks, L.L.C, there shall be no indemnity by EDA of MGW
 279 Networks, L.L.C, and in such case MGW Networks, L.L.C shall be obligated to present
 280 and pay for its own defense.
 281
 282

Article 12. Insurance

12.1 MGW Networks, L.L.C agrees to obtain and maintain throughout the Term and any extensions to the Term a commercial general liability insurance policy, including public liability, contractual liability, premises liability, and property damage covering bodily injury and property damage, premises, operations described hereunder and products therein, in amounts as follows: \$3,000,000 per individual; \$3,000,000 per occurrence. EDA shall be named as additional insured. All insurance coverages shall be written by companies licensed to do business in Virginia, shall be administered by a Virginia registered agent, and shall ensure prior written notification to EDA prior to cancellation of the policy. The EDA shall be named as an additional insured on the certificate of insurance.

12.2 Excess liability/umbrella coverage, or such other insurance as is satisfactory and may be approved by EDA for limits of not less than \$1,000,000. EDA shall be named as additional insured.

12.3 MGW Networks, L.L.C further shall at all times maintain adequate Workers' Compensation Insurance as required by Commonwealth of Virginia statutes.

12.4 At all times during the Term of this Agreement, as well as extensions to the Term, MGW Networks, L.L.C shall maintain and shall require its contractor and subcontractors which do any work in connection with this Agreement to maintain insurance coverages described herein.

Article 13. Default

13.1 In the event either Party shall fail to observe or perform any of the terms and provisions of this Agreement and such failure shall continue for a period of thirty (30) days after receipt of written notice from the non-defaulting party ("Default"), then the non-defaulting party may terminate this Agreement, provided however, that where such Default cannot reasonably be cured within such period, and the defaulting party has proceeded promptly to cure the same and is prosecuting such cure with diligence, the time for curing such Default shall be extended for an amount of time, not to exceed sixty (60) days, as may be necessary under the circumstances to complete such cure.

Article 14. Termination

14.1 Termination for Default: EDA may terminate this Agreement and may repossess the Fibers and facilities used in conjunction with the Laterals in the event that any payment or amount due under this Agreement is not received by EDA when due and MGW Networks, L.L.C fails to cure such default within thirty (30) days after receiving written notice of the default.

14.2 Upon termination of this Agreement by the expiration of the Term hereof or otherwise the EDA shall have the option to require MGW Networks, L.L.C to remove any or all of the facilities it has constructed in conjunction with its use of the Laterals.

Article 15. General Provisions

- 15.1 Confidentiality: If either Party provides confidential information to the other in writing and is identified as such, the receiving Party shall protect confidential information from disclosure to third parties with the same degree of care afforded its own confidential and proprietary information. Neither Party shall, however, be required to hold confidential any information which becomes publicly available other than through the recipient, which is required to be disclosed by a governmental or judicial order, by statute, is independently developed by the receiving Party, or which becomes available to the receiving Party without known restrictions from a third party entitled to communicate same without restrictions.
- 15.2 Attorney's Fees and Costs: The prevailing party in any action arising from this Agreement shall be entitled, in addition to all other remedies, to recover from the other its reasonable attorney's fees and costs.
- 15.3 No Third Party Beneficiaries: None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than EDA and MGW Networks, L.L.C receiving services or benefits under this Agreement shall be only an incidental beneficiary.
- 15.4 No partnership: The Parties acknowledge and agree that this Agreement does not create a partnership between, or a joint venture of, EDA and MGW Networks, L.L.C.
- 15.5 Binding Effect: This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.
- 15.6 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to the principles of conflicts of laws.
- 15.7 Severability: In the event any term, covenant or condition of this Agreement, or the application of such term covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms covenants and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the invalid term, covenant or condition is not separable from all other terms, covenants and conditions of this Agreement.
- 15.8 Force Majeure: Neither Party shall be liable to the other for any failure of performance under this Agreement due to causes beyond its control, including, but not limited to: acts of God, fire, flood or other catastrophes, adverse weather conditions, material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefore, lack of transportation, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, national emergencies, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties.
- 15.9 Waiver: No delay or omission by either Party to exercise any right or power occurring upon non-compliance or failure of performance by the other Party shall impair that right

or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions or agreements to be performed by the other Party shall not be construed to be a general waiver of any such covenants, conditions or agreements, but the same shall be and remain at all times in full force and effect.

15.10 Headings: The Article headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

15.11 Notices: All notices, requests or other communications (other than those normally required during the installation process) under this Agreement or required by law shall be in writing and shall be hand-delivered, sent overnight delivery service, mailed by first-class, registered or certified mail, postage prepaid and return receipt requested, or transmitted by telegram or facsimile, and shall be effective upon actual receipt or refusal of delivery, as the case may be, as shown on the return receipt or other record of delivery. Any notice or payment pursuant to this lease agreement may be hand delivered to EDA, or to MGW Networks, L.L.C., or may be mailed to the parties at the following addresses:

City of Staunton
Economic Development Authority
P.O. Box 58
Staunton, VA 24401

MGW Networks, L.L.C.,
R. Craig Smith
29 North Central Avenue
Staunton, Virginia 24401

15.12 No Implied Representations: No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Agreement.

15.13 Integrated Agreement and Amendments: This Agreement is an integration of the entire understanding of the Parties with respect to the matters set forth herein. The Parties shall only amend this Agreement in writing with the proper official signatures attached thereto.

[Signatures on separate pages]

IN WITNESS WHEREOF, the parties have hereunto placed their hand and seals this
day of _____, 2026.

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

By: _____
William Vaughn, Chair

ATTEST:

Secretary of the Economic Development Authority

COMMONWEALTH OF VIRGINIA

In the City of _____

The foregoing instrument was acknowledged before me this _____ day of _____,
2026 by William Vaughn, Chair of the Economic Development Authority for the City of
Staunton, Virginia.

Notary Public

Registration Number

My commission expires: _____

MGW Networks, L.L.C

By: _____

Title

COMMONWEALTH OF VIRGINIA

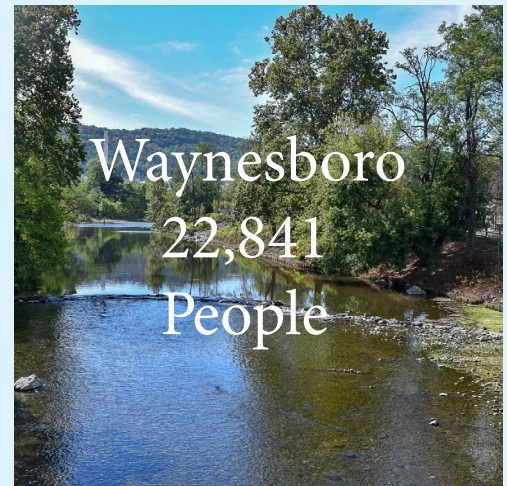
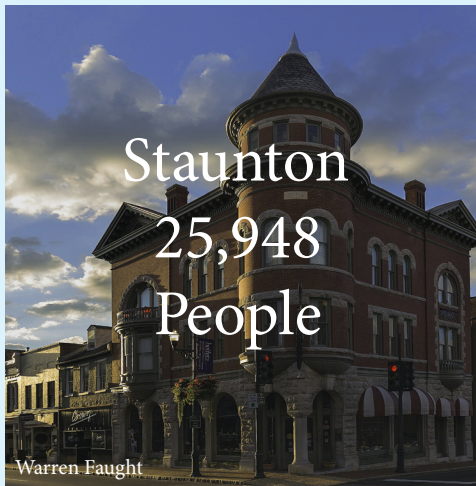
In the City of _____

The foregoing instrument was acknowledged before me this _____ day of _____,
2026 by _____ (name), _____ (title)

Notary Public

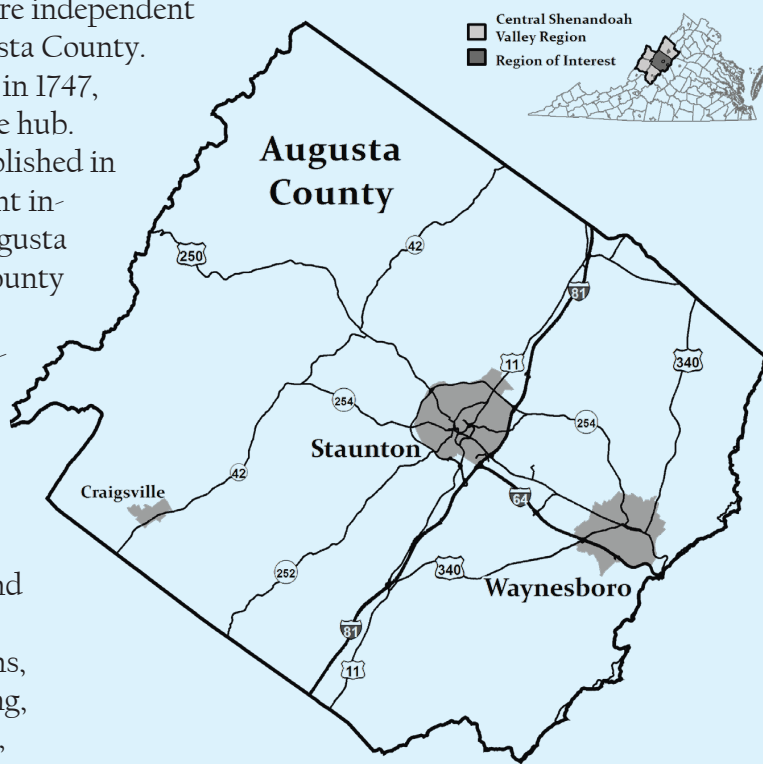
Registration Number

My commission expires: _____



The Staunton-Augusta-Waynesboro Metropolitan Statistical Area, home to over 126,000 people, is located in the heart of the Shenandoah Valley. Staunton and Waynesboro are independent cities within Augusta County.

Staunton, founded in 1747, is a arts and culture hub. Waynesboro, established in 1801, is an important industrial center. Augusta County is the County seat and Virginia's second largest agricultural producing county and has one incorporated town, Craigsville. The area is recognized for its arts and cultural offerings, historic downtowns, farm-to-table dining, outdoor recreation, and the scenic Blue Ridge Parkway and Skyline Drive.



Recreation:

Blue Ridge Parkway, George Washington and Jefferson National Forests, Skyline Drive, Shenandoah National Park, Appalachian Trail, Natural Chimneys Park, South River Greenway, Grand Caverns, and the Blue Ridge Tunnel.

Attractions:

Frontier Culture Museum of Virginia, Woodrow Wilson Presidential Library and Museum, American Shakespeare Center, Heifetz Music Institute, Shenandoah Valley Art Center, R.R. Smith Center for History and Art, ShenanArts, Waynesboro Players, Oak Grove Theater, Wayne Theatre, Gypsy Hill Park, and the Russell Museum.

2025 Facts & Figures Staunton - Augusta County - Waynesboro



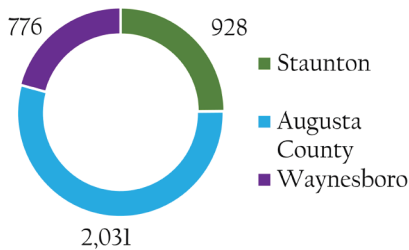
Jobs People Region

Median Household Income, 2024

Staunton	\$65,581
Augusta County	\$82,049
Waynesboro	\$59,994

Top 3 Employment Sectors

- Education, Health Care & Social Assistance
- Manufacturing
- Retail Trade



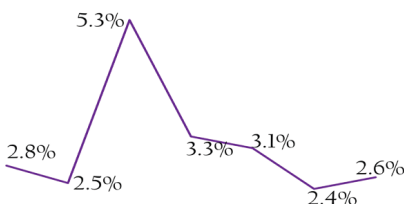
Higher Education

- Mary Baldwin University, including Murphy Deming College of Health Sciences
- Blue Ridge Community College

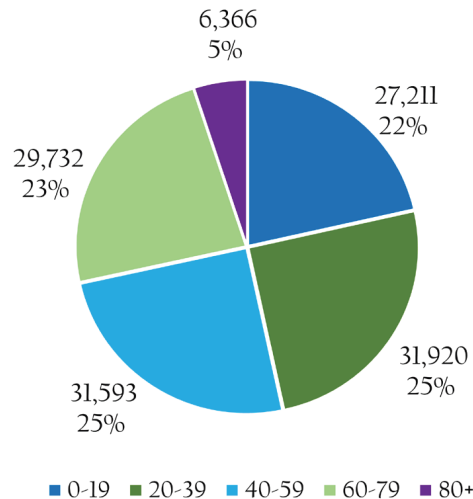
Labor Force, 2024



Unemployment Rate, 2018-2024



Age of Population, 2024



Population Growth, 2014-2024



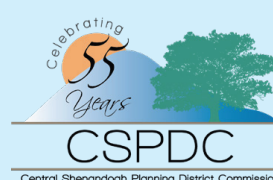
Highest Level Education Attainment, 2024

Locality	High School	Some College/ Associate's	Bachelor's or Higher
Staunton	27.7%	28.5%	37.7%
Augusta County	39.9%	27.0%	25.1%
Waynesboro	35.0%	28.4%	25.7%

Public Schools, 2024-2025

K-12 Student Enrollment	15,870
High School Graduation Rate	92.4%
Total Graduates and Completers	1,163
Percent of Continuing Education	61.1%

Central Shenandoah Planning District Commission
www.cspdc.org
(540) 885-5174
Staunton VA 24401



Median Home Value, 2024

Staunton	\$259,200
Augusta County	\$306,100
Waynesboro	\$245,500

Total Housing Units, 2024

56,018

Number of Households, 2024

52,233

Transportation

- Road: Interstates 81 and 64
- Rail: CSX, Norfolk Southern, Shenandoah Valley Railroad, and Amtrak
- Air: Shenandoah Valley Regional Airport and Eagle's Nest Airport
- Port: Virginia Inland Port (85 miles north)

Augusta Health provides healthcare services

800 miles of River
45 miles of Interstate
1,729 Farms

Local Government

www.ci.staunton.va.us
www.co.augusta.va.us
www.waynesboro.va.us

Data Sources:
Weldon Cooper Center, United States Bureau of Labor Statistics, United States Census Bureau, United States Department of Agriculture, Virginia Department of Education, & Virginia Works