

**Work Session Agenda
Staunton City Council
Caucus Room
February 14, 2019
5:30 p.m.**

Invocation/Moment of Silence—Dull

- | | | |
|------------------|-------------------|---|
| 5:30 p.m. | 1. | Consideration of Work Session and Regular Meeting Agendas |
| 5:35 p.m. | 2. | Joint Budget Work Session with Staunton School Board |
| 6:05 p.m. | 3. & C | Discussion of an Ordinance to Authorize Extension of the Lease Agreement between the City of Staunton and TV6 Holdings LLC |
| 6:10 p.m. | | Break |
| 6:30 p.m. | 4. & D | Discussion of Non-Exclusive Franchise Ordinance for Fiber Optic Telecommunications Equipment and Other Facilities in the City |
| 6:35 p.m. | 5. & E | Discussion of Resolution Designating Gypsy Hill Place, LLC Property as Revitalization Area to Qualify Property for Virginia Housing Development Authority Workforce Housing Loan Program |
| 6:45 p.m. | 6. | Annual Report of Blue Ridge Court Services |
| 7:00 p.m. | 7. & F | Discussion of the Proposed Capital Improvement Plan FY2019—FY2023 |
| 7:10 p.m. | 8. & G | Discussion of Resolution to Dissolve Trolley Advisory Board |
| 7:15 p.m. | | Break |

**Regular Meeting Agenda
Staunton City Council
Council Chambers
February 14, 2019
7:30 p.m.**

Call to Order

Pledge of Allegiance

Mayor's Report

Additional Items by Members of Council

Approval of Minutes

Work Session and Regular Meeting of January 24, 2019

REGULAR MEETING

- A. Public Hearing and Consideration of a Request by Anthony and Karen Smith to Rezone 129 Middlebrook Avenue from I-2, Heavy Industrial District, to R-4, High Density Residential District**
- B. Public Hearing and Consideration of Ordinance Authorizing the Issuance of General Obligation School Bonds of the City of Staunton, Virginia, in the Maximum Principal Amount of \$46,000,000**
- C. Public Hearing and Consideration of an Ordinance to Authorize Extension of Lease Agreement between the City of Staunton and TV6 Holdings LLC**
- D. Public Hearing and Consideration of Non-Exclusive Franchise Ordinance for Fiber Optic Telecommunications Equipment and Other Facilities in the City**
- E. Consideration of Resolution Designating Gypsy Hill Place, LLC Property as Revitalization Area to Qualify Property for Virginia Housing Development Authority Workforce Housing Loan Program**
- F. Consideration of the Proposed Capital Improvement Plan FY2019—FY2023**

G. Consideration of Resolution to Dissolve Trolley Advisory Board

Matters from the City Manager

Matters from the Public

Adjournment

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	February 14, 2019	City Council
Item #	1	
Ordinance #		
Department:	City Council	
Council Vision:	Responsive, Efficient Government	
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 Session, the addition/deletion of _____].

City Manager: Stephen F. Owen

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Matters from the City Manager

Matters from the Public

Adjournment

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	February 14, 2019	Dr. Garrett Smith Superintendent Steve Owen City Manager
Item #	2	
Ordinance #		
Department:	City Council and School Board Members	
Council Vision:	Education Responsive, Efficient Government	
Subject:	Joint Work Session—City Council and School Board	

Background: City Council and Staunton City School Board will meet in an informal joint work session, as in prior years, to discuss general items of mutual interest, such as capital improvement projects and current legislative issues. As budget deliberations commence, this will present a good opportunity to maintain open lines of communication for the betterment of Staunton's citizens, students and employees.

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Stephen F. Owen

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	February 14, 2019	Staff Member: Tom Sliwoski
Item #	3 & C	
Ordinance #		
Department:	Public Works	
Council Vision:	Responsive, Efficient Government	
Subject:	Proposed Extension of Lease with TV6 Holdings LLC (dba SBA Communications Corporation) for Wireless Communications Facilities	

Background: On January 23, 2014, as authorized by an ordinance adopted by City Council on the same date, the City entered into a lease agreement with TV6-W, LLC, which authorized the company's construction, maintenance and operation of wireless communications facilities on property owned by the City, including the Shutterlee Mill water tank at the Public Works compound. (A copy of the lease is attached to this briefing.) The City has been advised that TV6 Holdings LLC has succeeded by merger to the interests of TV6-W, LLC. The initial term of the lease expired on January 22, 2019.

The lease, in paragraph 2, provides an option to extend its term for five 5-year periods, each extension requiring a public hearing and authorization by City Council. TV6 Holdings LLC has communicated to the City its desire to renew the lease for the first 5-year extension period. Consistent with the terms of the lease, TV6 Holdings LLC will pay rent for the first year of the extension period lease in the amount of \$8,759.90, with such amount to be increased annually during the extension period at the rate of 4%.

A draft ordinance, with a draft lease amendment annexed to the ordinance, is attached for Council's review, together with the requisite notice published in *The News Leader*.

City Manager's Recommendation: Recommend the ordinance be introduced, that City Council conduct a public hearing and that Council adopt the ordinance, as presented.

Suggested Motions:

To be made before the public hearing: I move to introduce an ordinance authorizing an extension of the lease between the City and TV6 Holdings LLC, for the first 5-year extension period, and that Council conduct a public hearing of the ordinance.

To be made after the public hearing: I move to adopt an ordinance, as presented, authorizing an extension of the lease between the City and TV6 Holdings LLC, for the first 5-year extension period, as set forth in the ordinance.

City Manager: Stephen F. Owen

LEASE AGREEMENT

THIS LEASE ("Lease"), dated this 23rd day of January, 2014 for identification, is made by and between the City of Staunton, Virginia, a municipal corporation of the Commonwealth of Virginia ("Lessor") and TV6-W, LLC, , a Delaware limited liability company ("Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of a parcel of land (the Owned Premises) situate in the City of Staunton, Virginia, legally referenced in the deed annexed and incorporated by reference as **Exhibit A-1**; and

WHEREAS, Lessee is developer of communications towers used by telecommunications carriers, as defined in Section 3 of the Communications Act of 1934 (47 U.S.C. §153) licensed to provide personal wireless telecommunications service to the general public within the City of Staunton, and is authorized to do business in the Commonwealth of Virginia by the Virginia State Corporation Commission which recognizes Lessee with identifier TO469256;

WHEREAS, as the merger predecessor in interest to Lessee, Tower Assets Newco VIII, LLC became the assignee from a succession of leasehold interests which originated by ordinance adopted January 24, 1991 by the Council of the City of Staunton, Virginia, to authorize a franchise lease from Lessor to Charles R. Braley, III, and then to Virginia Cellular, LLC, then to WWC License, LLC (a subsidiary of Alltel Communications, Inc.), then to Alltel Corporation and then to Verizon Wireless;

WHEREAS, the lease franchise was reflected in the February 6, 1991 lease between Lessor and Charles R. Braley, III, trading as CellularOne, as may have been amended;

WHEREAS, Lessee ultimately succeeded to the prior leasehold interests of Tower Assets Newco VIII, LLC, by virtue of a December 31, 2014 merger of Tower Assets Newco, LLC, into TV6-W, LLC, evidenced by a certificate of merger filed with Lessee and annexed and incorporated into this Lease as **Exhibit A-2**;

WHEREAS, Lessor and Lessee desire to terminate the prior leasehold interests, together with any amendments, by terminating the underlying lease franchise ordinance and lease agreement and then also through this Lease entering into a new lease agreement in consideration of the mutual promises contained herein, including provision for payment of rent ("Rent") and other consideration; and

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

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

1. Termination of prior lease franchise ordinance and lease agreement; new lease.

(a) Lessor and Lessee agree that the prior lease franchise ordinance, adopted by City Council on January 24, 1991, and the corresponding lease agreement dated February 6, 1991 shall be deemed terminated, with Council having adopted an ordinance ("Ordinance") on January 23, 2014 for such termination and for authorization of this Lease.

(b) Lessor leases to Lessee, and Lessee leases from Lessor, for the purpose of constructing, maintaining, and operating a communications tower, antennas, connecting cables, guy wires and appurtenances equipment shelters and cabinets (collectively, the Antenna Facilities), and a portion of the aforesaid parcel, together with such assignable easements as the City may possess for vehicular and pedestrian access and the installation, maintenance and replacement of necessary utilities, wiring, cables, fiber and other conduits, for the construction, maintenance and operation of the Antennae Facilities and accessory buildings housing equipment to be used in conjunction with the Antenna Facilities (the Ground Facilities) in the areas as more fully described herein.

(c) The Lease area that includes the current configuration of the Antenna Facilities and the Ground Facilities, including determinable access and utility license and guy wire license subject to this Lease, are as shown on "VA 8093 Staunton, VA Site Survey Exhibit" prepared by Bryan V. Crutchfield, Timmons Group, dated April 5, 2013 annexed to and incorporated by reference into this Lease as **Exhibit B-1**. Subject to requirements elsewhere in this Lease including but not limited to sections 6 and 7, Lessee shall have the right to increase the number of antennas on the tower and the footprint of its Accessory Building corresponding to that as shown on **Exhibit B-2**, "VA 8093 Staunton, VA Site Existing Conditions Site Survey of Lease Area" prepared by Paul N. Huber, Timmons Group, and dated December 10, 2013 with no corresponding increase in Rent; however, no additional service or other cables and lines over, on or under the Owned Premises or Leased Premises shall be installed or placed otherwise without the prior written consent of Lessor, not to be unreasonably withheld, conditioned or delayed. As to any additional service or other cables or lines licensed for location, the Lessee shall furnish Lessor with a detailed survey plat that shows, relative to other installations and improvements on the Owned Premises, the proposed location and identifies the nature, the purpose, and the names and contact of any person or entity with which it is or may be associated. The space where the Antenna Facilities and the Ground Facilities are located shall be referred to as the Leased Premises. The Antenna

Facilities and the Ground Facilities shall be jointly referred to as the Lessee's Facilities.

2. Term. The term of this Lease shall be five (5) years, commencing on the date first written (the Commencement Date), and ending on January 22, 2019 (the Term); provided, however, that Lessee shall have the right and option to extend the term of this lease for five (5) five-year periods ("Extension Period"), subject to and conditioned upon for each such term a public hearing and authorization by City Council in accordance with Virginia law. The first Extension Period shall commence on the fifth (5th) anniversary date of the Commencement Date. The second through the fifth Extension Period shall commence on the fifth (5th) anniversary of the prior Extension Period. The payment by Lessee to Lessor of rental for the first month of any Extension Period, in accordance with Paragraph 3(a) below, shall constitute the exercise by Lessee of its right and option to so extend the term of this Lease for such Extension Period, subject to and conditioned upon a public hearing and authorization by City Council in accordance with Virginia law.

3. Rent.

(a) Lessee shall pay to Lessor as rent for the Leased Premises the lump sum of \$25,000.00 within 10 days of Council action to adopt the Ordinance, and the sum of \$7,200.00 per year as Rent, due on the first day of each year of the term in advance, subject to the annual increase provided herein.

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

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

(d) All sums due by Lessee hereunder shall be paid within (5) days of the due date or the notice of payment due sent by Lessor to Lessee. Payments not made within said time shall incur a late payment fee of 5 percent (5%) of the amount due and, in addition, shall incur interest at the rate of 1 percent (1%) per month measured from the due date. Lessee may elect to pay Rent electronically or by direct deposit methods (i.e., ACH), if such method is elected by Lessee, then Lessor shall

provide Lessee, at Lessee's request, the necessary account information to facilitate such direct deposit or electronic payment to Lessor.

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

4. Contingencies.

(a) Lessor may hire a consulting engineer who will review the plans and the proposed installation of Lessee's equipment and antenna facilities upon the Leased Premises within thirty (30) days of the receipt of the plans by the consultant. Such consultant shall provide Lessor with a report of the proposed installation and use as to whether or not any adverse effect to Lessor's or others' property and/or other transmission and reception facilities exists. Lessee agrees that it will reimburse Lessor for the actual fees and costs of said consulting engineer not to exceed the sum of \$5,000.00. Such charges shall be paid by Lessee thirty (30) days after Lessor bills Lessee.

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

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

6. Governmental Approval.

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

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

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

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

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

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

7. Use of Premises.

(a) Lessee may use the Leased Premises for the construction, installation, operation, maintenance, repair and replacement of the Antenna Facilities and the Ground Facilities for the transmission, reception and operation of a communications system and uses incidental thereto, and for the storage of related equipment, together with such other equipment and facilities as may be necessary or convenient to Lessee's use of the Leased Premises, in accordance with the terms of this Lease. Storage of items shall only be inside the Accessory Building. In connection therewith, Lessee shall have the right to do all work necessary to prepare and maintain the Leased Premises for Lessee's business operations under this Lease and to install transmission lines connecting the antennas to the transmitters and receivers.

(b) Lessee shall, at its sole cost and expense, construct, operate and maintain the Antenna Facilities and Ground Facilities in accordance with the standards and specifications of City of Staunton, all applicable City ordinances, permits and other

requirements, and all applicable FCC rules and regulations. Any modification of Lessee's Facilities shall be in accordance with plans approved by Lessor, which approval shall not be unreasonably withheld, denied or conditioned. Any damage done to the Owned Premises or any other property of Lessor during modification or operation of Lessee's Facilities shall be repaired at Lessee's expense within thirty (30) days after notification of damage. Title to Lessee's Facilities shall be held by Lessee, and Lessee's Facilities shall be deemed to be the personal property of Lessee and not fixtures. Lessee shall have the right to remove Lessee's Facilities at its sole expense on or before the expiration or earlier termination of this Lease, provided that Lessee shall be required to repair any damage and to restore the Leased Premises to their original condition, ordinary wear and tear, casualty and the acts or omissions of Lessor or third parties excepted.

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

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

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

(f) Lessee, at all times during this Lease, shall have reasonable access during normal working hours to the Leased Premises in order to install, operate, maintain repair and replace its Antenna Facilities and Ground Facilities. If it is necessary for Lessee to have access to the Leased Premises at some time other than the normal working hours of Lessor, Lessee, or its agent, shall contact Lessor in advance for such access. Lessor may be contacted by verbal notification to Lessor's water treatment staff operator at the phone number provided by Lessor. For purposes of this Paragraph, "normal working hours" are Monday through Friday from 8:00 a.m. to 5:00 p.m., except for holidays.

(g) Lessee has installed utilities to serve the Antenna Facilities and Ground Facilities in the location shown on Exhibit B-1 at Lessee's sole expense. Lessee shall separately meter all utilities associated with its use of the Leased Premises and shall promptly pay all costs for such utility services. Lessor shall, without charge to Lessee, sign such reasonable documents as may be required by utility providers to provide such service to the Leased Premises, including the grant of permits required by Lessor or a utility provider to provide service as provided herein.

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

8. Equipment Upgrade. Lessee may update or replace the Lessee's Facilities, or expand Lessee's Facilities in accordance with paragraph 1(c) from time to time with the prior written approval of Lessor, which approval shall not be unreasonably withheld, delayed or conditioned. Lessee shall submit to Lessor a detailed proposal for any such replacement facilities and any supplemental materials as may be requested for Lessor's evaluation and approval. Lessor may hire consultants as to such upgrade regarding structure or RF at Lessee's expense.

9. Interference.

(a) Lessee's installation, operation, and maintenance of the Lessee Facilities shall not damage or interfere in any way with Lessor's operations. If Lessee's

Facilities cause interference to such operations, Lessee shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Lessee shall immediately cease operating Lessee's Facilities to the extent necessary to stop the interference. If the interference cannot be eliminated within thirty (30) days, Lessor may terminate this Lease.

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

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

10. Termination.

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

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

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

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

shall be entitled to reimbursement of prepaid Rent covering the period subsequent to the date of destruction or damage;

(iv) by Lessor upon twelve (12) months' notice, if it determines that a potential user which is a public safety agency of the federal or state government or of the City of Staunton cannot obtain another adequate location; notwithstanding Lessor's right to terminate, Lessor shall use its best efforts to identify and make available other Lessor's property to which Lessee may relocate Lessee's Leased Premises to another mutually agreed upon location at Lessee's expense, pursuant to terms similar to the terms of this Agreement;

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

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

(vii) by Lessee upon sixty (60) days written notice for any reason, so long as Lessee pays Landlord a termination fee equal to one half the then current annual Rent. The parties acknowledge that such termination fee shall be required only in the event of termination by Lessee for reasons other than those described here in Subparagraphs 10(a)(i) through 10(a)(vi), Paragraph 9 (a) and (b) or Paragraph 14 of this Lease, but only if caused by Lessee and Lessee does not take steps to remediate.

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

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

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

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

11. Default.

(a) The following will be deemed a default by Lessee and a breach of this Agreement:

(i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Lessor of such failure to pay; or

(ii) Lessee's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Lessor specifying the failure. No such failure, however, will be deemed to exist if Lessee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessee. In the event of any default of this Lease by Lessee not cured by Lessee within the applicable cure period, Lessor may at any time, after notice, cure the default for the account of and at the expense of Lessee. If Lessor is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney and other professional fees in instituting, prosecuting, or defending any

action to enforce the Lessor's rights under this Lease, the sums so paid by Lessor, with all interest, costs and damages shall be deemed to be additional Rent and shall be due from the Lessee to Lessor on the first day of the month following ten (10) day's written notice by Lessor and submission by Lessor to Lessee of an itemized statement, with supporting evidence, of Lessor's costs and expenses.

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

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

13. Defense and Indemnification.

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

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

14. Environmental.

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

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

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

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

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

15. Insurance.

(a) During the Term of this Lease, Lessee shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the types and limits of insurance as set forth on Lessee's form certificate of insurance annexed as **Exhibit D**. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims-made basis.

(b) Certificates of insurance for each insurance policy required to be obtained by Lessee in compliance with this paragraph shall be filed with Lessor annually and as Lessor may request during the term of the Lease and shall include notice provisions consistent with annexed **Exhibit D**. Lessee shall immediately advise Lessor of any claim or litigation that may result in any demand upon or possible liability to Lessor.

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

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

16. Assignment and Sublease.

(a) Without Lessor's consent but with prior written notice to Lessor, Lessee may assign this Lease or, subject to the restrictions of Section 1(b), sublet the Leased Premises in whole or in part to any person which is (a) in the same or a substantially similar business as Lessee or is otherwise licensed by the FCC to operate wireless communications facilities or systems, (b) is a parent, subsidiary or affiliate of Lessee or otherwise controls, is controlled by or is under common control with Lessee, (c) purchases a majority or controlling interest in the ownership or assets of Lessee, or (d) is merged or consolidated with Lessee. Such

prior written notice shall, at a minimum, provide: the identity of the person; current background information on the nature of the person's business and full contact information, including street address, of the person and status to do business and history in doing business in the Commonwealth of Virginia; the purpose of the assignment or sub-let; and complete information sufficient for the Lessor to evaluate whether the person has the capability, in all respects, to perform fully this Agreement and the moral and business integrity and reliability that will assure good faith performance at all times. Lessee may not otherwise assign this Lease or sublet the Leased Premises in whole or in part without Lessor's prior written consent, not to be unreasonably withheld, conditioned or delayed. Provided that Lessee demonstrates to Lessor's reasonable satisfaction that any permitted assignee of this Lease has a net worth equal to or greater than the net worth of Lessee as of the date of this Agreement, Lessee shall be relieved of liability for future performance of the obligations expressly assumed by such assignee but Lessee shall not otherwise be released or relieved of any liability hereunder.

(b) Notwithstanding anything to the contrary contained in this Lease, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

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

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

17. Intentionally deleted.

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

If to Lessor to: City Manager
116 W. Beverley St.
P.O. Box 58
Staunton, VA 24402-0058

With a copy to: City Attorney
P.O. Box 58
Staunton, VA 24402-0058

Public Works Director
116 W. Beverley St.
P.O. Box 58
Staunton, VA 24402-0058

If to Lessee to: TV6-W,LLC
Tower Ventures REIT, Inc.
4091 Viscount Avenue
Memphis, TN 38118

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

19. Miscellaneous Provisions.

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

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

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

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

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

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

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

(h) Intentionally deleted.

(i) This Lease shall be governed as to all matters, whether of validity, interpretation, obligations, performance or otherwise, exclusively by the laws of Virginia without reference to conflict of law rules or principles, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Lease shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

(j) During the performance of this Lease, the Lessee agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, veteran status or national origin, except where religion, sex, handicap, or national origin is a bona fide occupational qualification or consideration reasonably necessary to the normal operation of the Lessee. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Lessee, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, will state that such Lessee is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements herein.

(k) Lessee hereby certifies that it did not, directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any

agreement, participate in any collusion, or otherwise take any action in restraint of free, competitive bidding for this Lease in violation of any of the laws of the United States or the Commonwealth of Virginia.

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

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

22. Marking and Lighting Requirements.

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

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

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

23. Waiver of Lessor's Lien.

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

(b) Intentionally deleted.

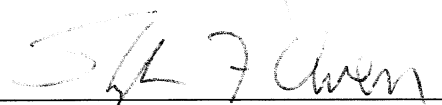
24. Brokers. Lessor and Lessee represent to each other that they have not negotiated with any real estate broker in connection with this Lease. Lessor and Lessee agree that, should any claim be made against the other for a real estate broker's commission, finder's fee or the like by reason of the acts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

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

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

27. Lessor's Equipment on the Tower. During the term of this Agreement, Lessor shall be permitted to install, upgrade, repair and remove the equipment as may be listed on **Exhibit C** on the tower. Such equipment shall be installed at the height as may be described on **Exhibit C**. Lessee shall not charge Lessor rent for using space on the tower or Leased Premises

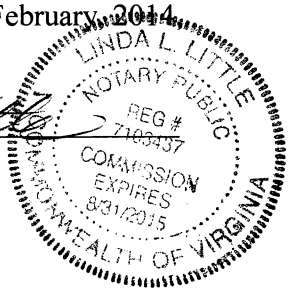
LESSOR: CITY OF STAUNTON, VIRGINIA,
a municipal corporation of the Commonwealth of
Virginia

By: 
Stephen F. Owen, City Manager

STATE OF VIRGINIA
CITY OF STAUNTON

The foregoing instrument was acknowledged before me this 11 day of February, ~~2014~~
by Stephen F. Owen, City Manager of the City of Staunton, Virginia.


Notary Public



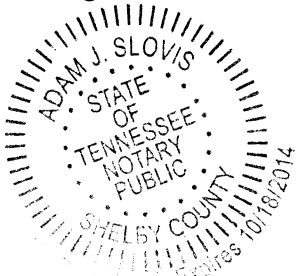
My commission expires: 8-31-2015

LESSEE: TV6-W, LLC, a Delaware limited
liability company

By: 
Bill Orgel, President

STATE OF Tennessee
CITY/COUNTY OF Shelby

The foregoing instrument was acknowledged before me this 24 day of February, 2014,
by Bill Orgel, President, TV6-W, LLC.




Notary Public

My commission expires: 10/18/14

70778

(43592)

THIS DEED, made and entered into this 4th day of November, 1968, by and between Mack W. Harper, widower, party of the first part and City of Staunton, a municipal corporation of the Commonwealth of Virginia, party of the second part,

WITNESSETH:

That for and in consideration of four (4) negotiable promissory notes made by City of Staunton dated November 4, 1968, and payable to the order of Mack W. Harper one, two, three and four years after date in the principal sum of \$4750.00 each with interest thereon at the rate of 5% per annum payable annually, secured by a Vendor's Lien hereby expressly reserved and other consideration hereinafter set forth, the said Mack W. Harper, widower, does hereby grant, bargain, sell and convey with GENERAL WARRANTY OF TITLE, unto the said City of Staunton all that certain tract or parcel of land with all improvements thereon and appurtenances thereto belonging situate for the most part in Beverley Manor District, Augusta County, Virginia, but a small portion of which is situate in the City of Staunton, containing 19.05 acres and described by plat and survey of the Engineering Department of the City of Staunton, dated October 25, 1968, as follows:

Beginning at (1) a fence post, the north-eastern corner of lands of the City of Staunton and in the western line of lands of the Church of God; thence with said line N. 23° 20' E. 118.66 ft. to (2) an iron pin, northwest corner of lands of the Church of God; thence S. 56° 15' E. 544.50 ft. to (3), being the eastern corner of lands of the church and in the western line of Shutterlee Mill Road; thence N. 31° 00' E. 50.06 ft. to (4) a new corner in lands of the grantor and the western line of Shutterlee Mill Road; thence leaving the western line of the aforementioned road with three new lines thru lands of

LAW OFFICES
COCHRAN, LOYE & BLACK
STAUNTON, VIRGINIA 24401

Noted to
Clerk of Court
City Hall
Staunton, Va.
Nov. 9, 1968
J. S.
District S.
Staunton, Va.
C.C.

First Plat due one year after date
 In the Deed recorded opposite hereto has been paid in full, and the vendors lien is hereby released.

July 26, 1973

Mack W. Harper

Teste:

Frances H. Sutton, sp. clk.

Second Plat due one year after date
 In the Deed recorded opposite hereto has been paid in full, and the vendors lien is hereby released.

Teste:

See affidavit filed in this Office in lieu of the presentation of the above note.

July 26, 1973

Frances H. Sutton, sp. clk.

Notes 2, 3 & 4 due 2, 3 & 4 years after date
 In the Deed recorded opposite hereto has been paid in full, and the vendors lien is hereby released.

July 26, 1973

Mack W. Harper

Teste:

Frances H. Sutton, sp. clk.

Notes 5, 6 & 7 due 5, 6 & 7 years after date
 In the Deed recorded opposite hereto has been paid in full, and the vendors lien is hereby released.

July 26, 1973

Frances H. Sutton, sp. clk.

the grantor N. 56° 15' W. 555.51 ft. to (5) a corner; thence N. 18° 44' E. 183.23 ft. to (6) a corner; thence N. 45° 14' E. 253.00 feet to (7) a post in Vincent's line, thence leaving lands of the grantor with two lines of said Vincent N. 11° 36' 34" W. 152.41 ft. to (8) a post; thence N. 16° 23' 26" W. 916.67 ft. to (9) a post; thence leaving said Vincent with a new line thru lands of the grantor S. 58° 43' 12" W. 477.35 ft. to (10) a post, being a corner in lands of the grantor and R. S. Harper; thence with R. S. Harper S. 7° 09' 52" W. 1069.52 ft. to (11) a post, being a corner in lands of the City of Staunton; thence with five lines of said City of Staunton S. 66° 36' 13" E. 73.00 ft. to (12) a post; thence N. 29° 21' 47" E. 150.00 ft. to (13) a post; thence S. 66° 36' 13" E. 150.00 ft. to (14) a post; thence S. 29° 21' 47" W. 150.00 ft. to (15) a post; thence S. 66° 36' 13" E. 351.98 ft. to the beginning; containing 19.05 acres more or less.

A copy of said plat is attached hereto and made a part of this deed.

The property hereby conveyed is a portion of certain property conveyed to Pearle V. Harper by deed of Mack W. Harper dated September 2, 1944, and recorded in the Clerk's Office of the Circuit Court of Augusta County, Virginia, in Deed Book 326, Page 99, the said Pearle V. Harper, whose name was spelled Pearl G. Harper, having subsequently died leaving her Will dated April 17, 1956, and probated in said Clerk's Office on April 21, 1956, in Will Book 117, Page 323, a copy thereof being recorded in the Clerk's Office of the Circuit Court of the City of Staunton, Virginia in Will Book 13, Page 470 under which said property was devised to her husband, the said Mack W. Harper.

Reference to said plat, Will and deed and the references therein contained is hereby made for a derivation of title and for a full and more particular description of the property hereby conveyed.

As a part of the consideration for this conveyance it is understood and agreed by and between the parties as follows:

1. The said Mack W. Harper shall be entitled to one free 3/4" water line connection with the water line of the City of Staunton and one free sewer connection with the sewer main of the City of Staunton near the present barn on the remaining property of said party of the first part adjoining the property hereby conveyed.

2. The portion of the property hereby conveyed which consists of a strip approximately 50 feet wide extending from the Schutterlee Mill Road into the residue of the tract hereby conveyed shall be graded and paved and included in the street system of the City of Staunton to the extent that the same may be so included.

3. The said Mack W. Harper expressly reserves a right of way across the property hereby conveyed as a means of ingress and egress to and from the residue of his lands north of the property hereby conveyed, said right of way to be in a location specified by said City of Staunton, it being understood that a gate will be provided by said City of Staunton on the common property line between the property hereby conveyed and the residue of the lands of said Mack W. Harper.

4. The said City of Staunton will install and maintain all necessary fencing around the property hereby conveyed.

5. The said Mack W. Harper shall have the personal privilege of paying for water used by him through the 3/4" water line connection at the same rates charged residents of the City of Staunton but this privilege shall continue only so long as said water is used by the said Mack W. Harper and this personal privilege shall terminate when his use thereof terminates by death, conveyance or otherwise.

LAW OFFICES
COCHRAN, LOTT & BLACK
STAUNTON, VIRGINIA 22401

WITNESS the following signature and seal.

Mack W. Harper (SEAL)
Mack W. Harper

STATE OF VIRGINIA,

COUNTY OF AUGUSTA, to-wit:

I, WAYNE D. CLARK, a Notary Public in and for the County of Augusta, in the State of Virginia, do hereby certify that Mack W. Harper, whose name is signed to the foregoing deed bearing date on the 4th day of November, 1968, has this day personally appeared before me, and acknowledged the same in my State and County aforesaid.

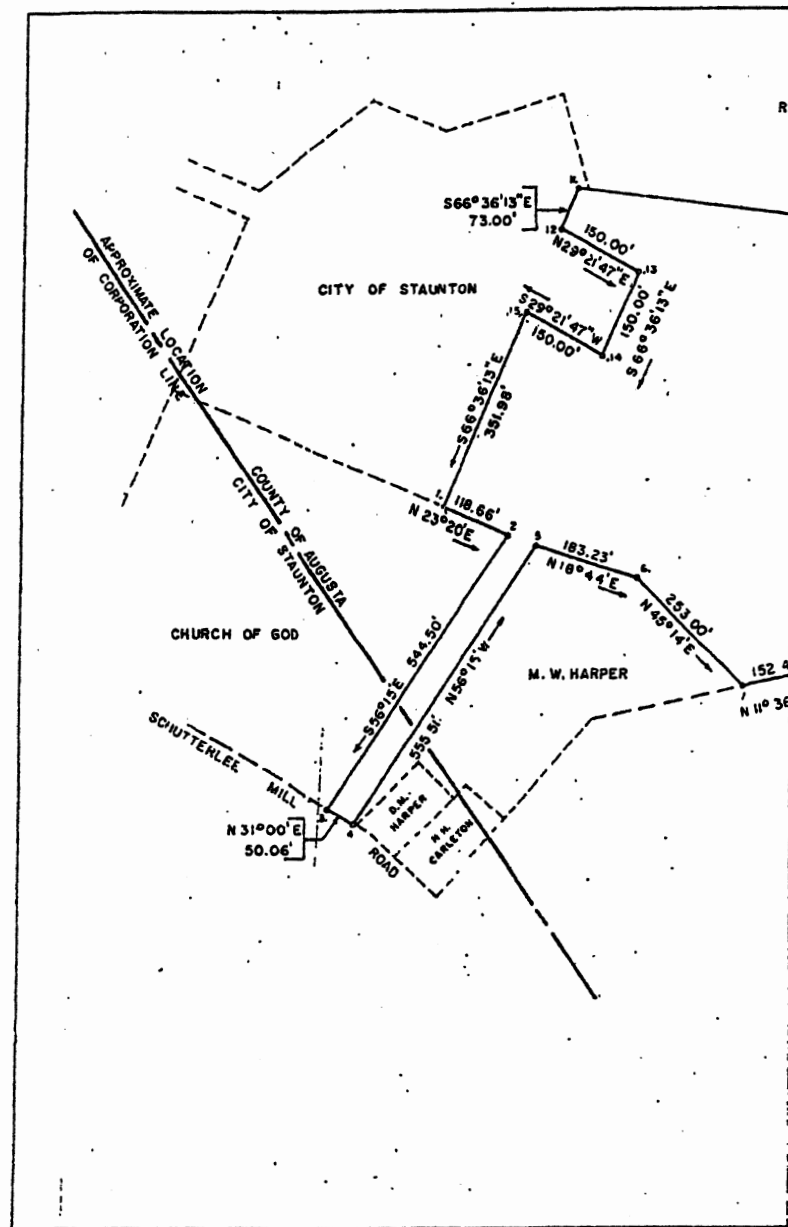
Given under my hand this 5TH day of November, 1968.

My commission expires 24TH MARCH 1970

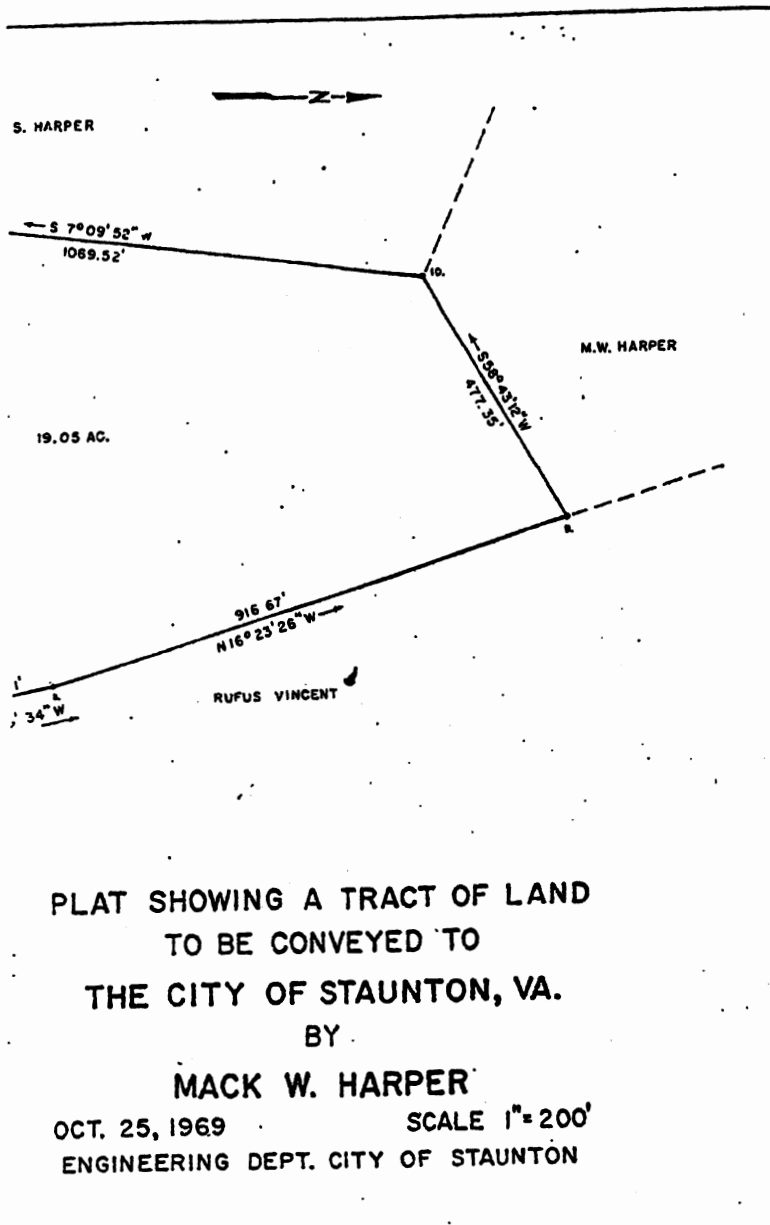
Wayne D. Clark
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of the City of Staunton. This instrument, with the certificate of acknowledgment thereto annexed, is admitted to record at 4:15 p.m. Book 543 Page 20 on 11/21/1968.

Teste: Edith H. Patton, Clerk



78778



PLAT SHOWING A TRACT OF LAND
TO BE CONVEYED TO
THE CITY OF STAUNTON, VA.

BY

MACK W. HARPER

OCT. 25, 1969 SCALE 1"=200'
ENGINEERING DEPT. CITY OF STAUNTON

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF
AUGUSTA COUNTY. THIS INSTRUMENT, WITH THE CERTIFICATE
OF ACKNOWLEDGMENT THERE TO ANNEXED IS ADMITTED TO RECORD
AT 2:15 O'CLOCK P. M. November 21 1968
THE STATE TAX OF \$ _____ PAID.
TAX - SEC. 58 (b) \$ _____ PAID.
TESTE: Rudolph L. Shaw CLERK

CERTIFICATE OF MERGER

EXHIBIT A-2

STATE OF DELAWARE

CERTIFICATE OF MERGER OF DOMESTIC LIMITED LIABILITY COMPANIES

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Act, the undersigned limited liability company executed the following Certificate of Merger:

ARTICLE I
NAME

The name of the surviving limited liability company is TV6-W, LLC and the name of the limited liability company being merged into this surviving limited liability company TOWER ASSETS NEWCO VIII, LLC.

ARTICLE II
AGREEMENT OF MERGER

The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent limited liability companies, is on file at 4091 Viscount Avenue, Memphis, TN 38108, and will be furnished by the surviving limited liability company on request, without cost, to any member of the constituent limited liability company.

ARTICLE III
SURVIVING LIMITED LIABILITY COMPANY

The name of the surviving limited liability company is TV6-W, LLC.

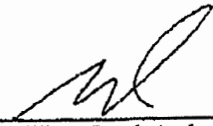
ARTICLE IV
EFFECTIVE DATE

The merger shall become effective on the 31st day of December, 2013 at 11:59p.m.

IN WITNESS WHEREOF, said surviving limited liability company has caused this certificate to be signed by an authorized person, the 26 day of December, 2013.

Surviving Entity:

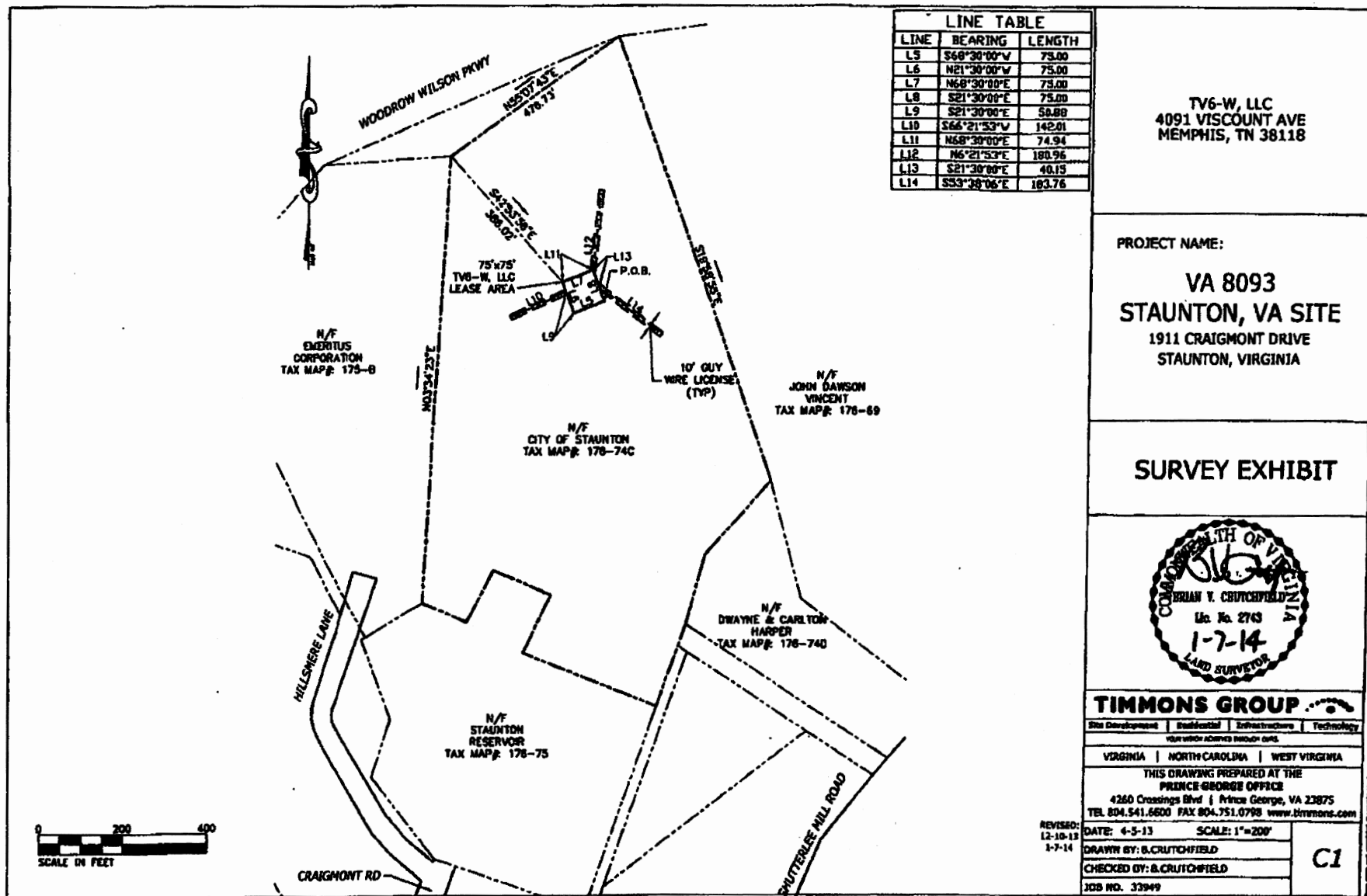
TV6-W, LLC.
TV 6 HOLDINGS, LLC, Sole Member

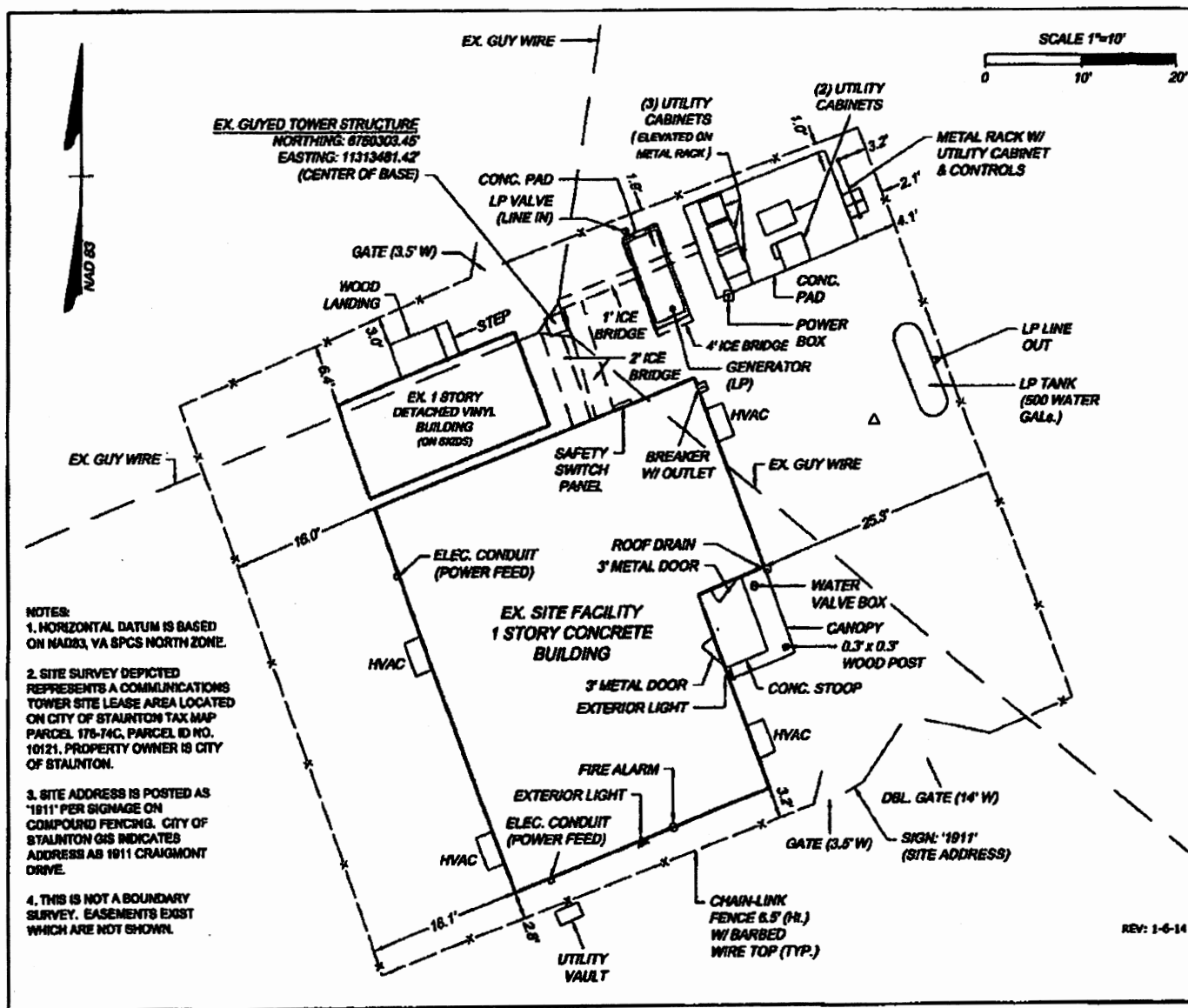

William Orgel, Authorized Member of TV 6 HOLDINGS, LLC

Merged Entity:

TOWER ASSETS NEWCO VIII, LLC
TV 6 HOLDINGS, LLC, Sole Member


William Orgel, Authorized Member of TV 6 HOLDINGS, LLC





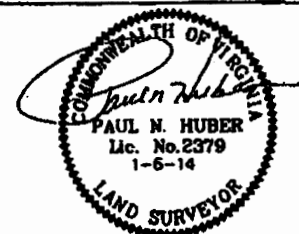
TV6-W, LLC
4091 VISCOUNT AVE
MEMPHIS, TN 38118

PROJECT NAME:

VA 8093
STAUNTON, VA SITE
1911 CRAIGMONT DRIVE
STAUNTON, VIRGINIA

EXISTING CONDITIONS

SITE SURVEY OF LEASE AREA

**TIMMONS GROUP**

State	Year	Population	Area	Population Density
Alabama	1990	3,000,000	52,400	57
Alaska	1990	600,000	663,300	0.9
Arizona	1990	2,500,000	113,900	22
Arkansas	1990	2,000,000	53,100	38
California	1990	29,000,000	163,600	177
Colorado	1990	3,000,000	104,000	29
Connecticut	1990	3,000,000	5,500	545
Delaware	1990	700,000	2,400	292
Florida	1990	15,000,000	57,900	260
Georgia	1990	7,000,000	59,700	117
Hawaii	1990	1,000,000	10,900	92
Idaho	1990	1,500,000	83,700	18
Illinois	1990	12,000,000	149,900	80
Indiana	1990	6,000,000	37,300	161
Iowa	1990	3,000,000	72,600	41
Kansas	1990	3,000,000	82,200	37
Kentucky	1990	4,000,000	40,300	99
Louisiana	1990	4,000,000	52,400	76
Maine	1990	1,000,000	9,300	108
Maryland	1990	5,000,000	10,400	481
Massachusetts	1990	6,000,000	8,000	750
Michigan	1990	10,000,000	96,800	103
Minnesota	1990	5,000,000	225,300	22
Mississippi	1990	3,000,000	47,800	63
Missouri	1990	5,000,000	69,700	72
Montana	1990	1,000,000	117,100	9
Nebraska	1990	2,000,000	77,300	26
Nevada	1990	2,000,000	110,600	18
New Hampshire	1990	1,000,000	9,300	108
New Jersey	1990	9,000,000	14,100	638
New Mexico	1990	2,000,000	121,700	17
New York	1990	19,000,000	54,500	349
North Carolina	1990	8,000,000	51,900	154
North Dakota	1990	1,000,000	70,600	14
Ohio	1990	11,000,000	44,800	246
Oklahoma	1990	3,000,000	69,600	43
Oregon	1990	3,000,000	98,300	31
Pennsylvania	1990	12,000,000	46,000	261
Rhode Island	1990	1,000,000	1,500	667
South Carolina	1990	4,000,000	32,200	124
South Dakota	1990	1,000,000	77,100	13
Tennessee	1990	5,000,000	42,300	118
Texas	1990	17,000,000	695,600	24
Utah	1990	2,000,000	84,900	24
Vermont	1990	600,000	9,400	64
Virginia	1990	6,000,000	40,800	147
Washington	1990	5,000,000	71,300	70
West Virginia	1990	1,500,000	62,700	24
Wisconsin	1990	5,000,000	65,400	77
Wyoming	1990	1,000,000	97,800	10

THE WAY ACROSS THROUGH BURL

VIRGINIA | NORTH CAROLINA | WEST VIRGINIA

THIS DRAWING PREPARED AT THE
CHARLOTTESVILLE OFFICE

919 Second Street, SE | Charlottesville, VA 22902
TEL 434.327.1689 FAX 434.295.8317 www.dimensions.com

DATE: 12-10-13 SCALE: 1"=10'

DRAWN BY: J Medley

CHECKED BY: P Huber

JOB NO. 34876

C2

POST – AS-BUILT DRAWINGS AND INVENTORY

[AT LESSOR'S OPTION]

EXHIBIT C

LESSEE'S CERTIFICATE OF INSURANCE

EXHIBIT D



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MENARD, GATES & MATHIS, INC. 6401 Poplar Ave Suite 250 Memphis TN 38119	CONTACT NAME: Marcheta Harper PHONE (A/C No. Ext): (901) 761-3100 FAX (A/C No.): (901) 763-0229 E-MAIL ADDRESS: mharper@mgm-ins.com														
INSURED TV6-W, LLC 4091 Viscount Avenue Memphis TN 38118	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Pacific Indemnity Co</td><td>20346</td></tr><tr><td>INSURER B: Federal Insurance Co</td><td>20281</td></tr><tr><td>INSURER C: Fireman's Fund</td><td>21873</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Pacific Indemnity Co	20346	INSURER B: Federal Insurance Co	20281	INSURER C: Fireman's Fund	21873	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 13-14 TV6-W, LLC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION INSURER WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	☒ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	X	35808780ECE	6/21/2013	6/21/2014	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 1,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC					\$
B	AUTOMOBILE LIABILITY					
	☐ ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
						\$
C	☒ UMBRELLA LIAB ☒ OCCUR					EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$ 5,000,000
	☐ DED ☐ RETENTION \$		79825810ECE	6/21/2013	6/21/2014	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS ☐ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
C	Excess Over Primary Umbrella		SHX57875999	6/21/2013	6/21/2014	Each Occurrence: \$5,000,000 Aggregate: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Staunton, Virginia and its officers and employees are named Additional Insured with regard to the General Liability as per form 80-02-2000 per written contract. 30 days notice of cancellation applies except for non-payment of premium which 10 day notice applies. Site: 1911 Craigmont Drive Staunton, VA 24401

CERTIFICATE HOLDER**CANCELLATION**

City Of Staunton, Virginia
City Attorney
PO Box 58
Staunton, VA 24402-0058

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Evans/MARC

ACORD 25 (2010/05)

INS025 (2010/05) 01

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Ordinance No. 2019 -

**AN ORDINANCE
TO AUTHORIZE EXTENSION OF THE LEASE AGREEMENT BETWEEN
THE CITY OF STAUNTON AND TV6 HOLDINGS LLC**

WHEREAS, the Council of the City of Staunton, at its January 23, 2014 regular meeting, conducted a public hearing regarding the proposed Lease Agreement between the City of Staunton and TV6-W, LLC, and voted to approve the Lease Agreement for lease of City property at 1911 Craigmont Drive, Staunton, VA 24401, for “Antenna Facilities” and “Ground Facilities” (an excerpt of the meeting minutes is annexed and incorporated by reference);

WHEREAS, the Lease Agreement’s original term commenced on January 23, 2014 and ended on January 22, 2019;

WHEREAS, the Lease Agreement allows for extensions of the lease term for five (5) five-year periods;

WHEREAS, according to information provided to the City, TV6-W LLC has since merged into TV6 Holdings LLC (a copy of the merger certificate is annexed and incorporated by reference);

WHEREAS, TV6 Holdings LLC has requested an additional five-year term to the Lease Agreement (a copy of the First Amendment to Lease Agreement is annexed and incorporated by reference);

WHEREAS, this matter has been properly advertised, heard, and considered; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STAUNTON that the term of the Lease Agreement term is extended for another five-year term retroactively with the term to commence January 23, 2019 and end January 22, 2024, and the City Manager is authorized to execute an amendment to the Lease Agreement for such new five-year term in a final form approved by the City Attorney.

Introduced:

Adopted:

Effective Date:

Carolyn W. Dull, Mayor

ATTEST: _____
Suzanne F. Simmons
Clerk of Council

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that the Property is HEREBY REZONED from B-1, Local Business District, to R-2, Low Density Residential District, as set forth in the Staunton City Code.

INTRODUCED: January 23, 2014

ADOPTED: January 23, 2014

EFFECTIVE DATE: January 23, 2014

s/Lacy B. King, Jr.
Lacy B. King, Jr., Mayor

ATTEST: s/Linda L. Little
Linda L. Little, Clerk

C. Public hearing and consideration of an ordinance terminating an existing cell site lease agreement and authorizing a new lease between TV6 – W, LLC and the City of Staunton

Mr. Owen, City Manager, stated that on February 8, 1991, as authorized by an ordinance adopted by City Council on January 24, 1991, the City entered into a cell site lease agreement with Charles Braley, trading as CellularOne. The lease permitted CellularOne to occupy City-owned real estate adjacent to the Shutterlee Mill water storage tank, for the purposes of constructing a tower and ground facilities for cellular telephone service. The initial term of the lease was 20 years, with four successive renewal periods of five years each. The rent provisions of the lease required, in part, that CellularOne (a) provide to the City five free cell phones and a 7.5% discount on the City's bills for cellular telephone service, and (b) occupy retail and office space in the City.

The lease was subsequently assigned by Braley to Virginia Cellular (wholly owned by Braley). Over time, through various transactions, the lease has been further assigned, in succession, to Alltel, to Verizon, to Tower Assets Newco VIII, LLC and, most recently, to TV6 – W, LLC. The only equipment currently on the tower belongs to nTelos and Staunton Fire and Rescue.

City staff has been in discussions with representatives of TV6 – W, LLC concerning another cell provider's desire to access this site and occupy space on the tower. Staff's consideration of the proposed additional use led to questions about the fulfillment of the rent obligations under the lease in recent years, especially since CellularOne had long since ceased to exist. Staff shared those concerns with company representatives, who acknowledged that TV6 – W, LLC essentially currently occupies this site rent free. Discussions commenced concerning appropriate compensation to the City, given the current market, and the parties agreed to enter into a new, updated lease arrangement. Company representatives have been very cooperative and willing to work with the City. As mutually agreed, the terms of the new lease provide for (i) a five-year term, (ii) an initial lump sum payment of \$25,000 to the City, and (iii) annual rent to the City of \$7,200 (paid in full at the beginning of each year), escalated at the rate of 4% annually.

The attached Ordinance provides for the termination of the existing cell site lease agreement and authorizes a new lease between TV6 – W, LLC and the City, on the terms described above.

Under the applicable state code provision, a public hearing is required concerning the proposed lease.

The public hearing was opened. Speaking in favor of this matter was Baldwin Jennings stating that he was for technology but felt that cell providers should pay more. He further stated that it should be in the lease that when the tower is obsolete, the tower should come down and the land repaired.

There being no one to speak in opposition, the public hearing was closed.

Dr. Harrington moved that City Council adopt an ordinance terminating the existing cell site lease agreement and authorizing a new lease between TV6 – W, LLC and the City.

Seconded by Vice Mayor Dull, the motion carried as follows:

Dr. Curren	aye
Dr. Harrington	aye
Mrs. Oakes	aye
Vice Mayor Dull	aye
Mayor King	aye
Mr. Kier	aye

Ordinance No. 2014 - 06

ORDINANCE TO TERMINATE CELL SITE LEASE FRANCHISE AND TO AUTHORIZE NEW LEASE WITH TV6-W, LLC REGARDING A PORTION OF THE PROPERTY KNOWN AS THE CITY PUBLIC WORKS SITE

WHEREAS, by ordinance introduced and adopted January 24, 1991 (“Ordinance”), the Council of the City of Staunton awarded a lease franchise to Charles R. Braley, III (“Braley”), trading as CellularOne;

WHEREAS, in furtherance of and consistent with the Ordinance, the City of Staunton and Charles R. Braley, III, entered into a cell site lease agreement, dated February 6, 1991 for identification (“Lease”).

WHEREAS, other entities by assignment or otherwise have succeeded Braley as Lessee under the Lease through a series of transactions since 1991, and the last of such entities that has asserted such interests is TV6-W, LLC, the entity into which Tower Assets Newco, VIII, merged effective December 31, 2013, according to the representations of their authorized representatives;

WHEREAS, TV6-W, LLC, as the Lessee under the lease franchise and Lease, and the City of Staunton, Virginia, mutually desire to terminate the Lease franchise and enter into a new lease; and

WHEREAS, the Council of the City of Staunton conducted a public hearing regarding the proposed new lease, which in draft form included historical recitals and other provisions.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, with the consent of TV6-W, LLC, that the lease franchise originally awarded and memorialized by the Ordinance and reflected in the Lease, together with any amendments, are hereby terminated and a new lease, dated January 23, 2014 for identification, is hereby authorized for execution by the City Manager on behalf of the City of Staunton, Virginia, with further authorization for the City Manager to make changes, as approved by the City Attorney, to the lease that are substantially consistent with the terms presented and considered during the public hearing conducted prior to the adoption of this ordinance.

Introduced: January 23, 2014

Adopted: January 23, 2014

Effective Date: January 23, 2014

s/Lacy B. King, Jr.
Lacy B. King, Jr., Mayor

ATTEST: s/Linda L. Little
Linda L. Little, Clerk of Council

D. Consideration of the Comprehensive Annual Financial Report.

Ms. Colvin, Director of Finance, stated that the audit was completed and she was pleased to present the audit to Council, along with the management letter and the auditors' comments. She noted that this was the first year that Staunton has had no facts or findings on the audit report and no corrections need to be made.

Ms. Megan Argenbright, of Brown, Edwards and Company, LLP, the City's auditors, presented the FY2013 Comprehensive Annual Financial Report (CAFR) and findings to City Council.

She stated that the CAFR is prepared by the Finance Department and reviewed by the auditors. The auditors expressed an unmodified opinion on the financial statements for FY2013. An unmodified opinion basically means that the City's financial procedures and records are in accordance with generally accepted accounting principles.

The CAFR is divided into four sections: (1) Introductory Section, (2) Financial Section, (3) Statistical Section, and (4) Compliance Section.

The Financial Section contains Management's Discussion and Analysis of the City's financial performance during FY2013 with some comparisons to FY2012. This analysis summarizes financial statements of the City's general operating funds and the enterprise funds for the year.

Statement of Activities

The Statement of Activities is presented on pages 6 and 7 of the CAFR. The statement basically displays all of the operating revenues and expenditures for the entire City government.



8051 Congress Ave.
Boca Raton, FL 33487-1307

sbsite.com

June 29, 2015

City of Staunton, Virginia
Attn: Finance Department
P.O. Box 58
Staunton, VA 24402-0058

Re: SBA Site ID#: VA17211-A
Site Address: 1911 Craigmont Dr , Augusta, VA

SBA Site Name: Staunton

Dear Lessor:

TV6 Holdings, LLC ("SBA") is pleased to announce its recent acquisition of the communication tower in connection with the above noted lease, which was previously owned by TV6-W, LLC. Enclosed, please find all necessary documentation as proof of this transaction.

Effective immediately, all rental payments related to this lease will now be issued by SBA. Please complete the enclosed W-9 form and return it in the envelope provided to the address below. Failure to complete, sign and return the W-9 form may result in SBA garnishing a portion of your rent due to IRS requirements:

TV6 Holdings, LLC
8051 Congress Ave.
Boca Raton, FL 33487-1307
Re: VA17211-A
Attn: Site Administration

We have also enclosed an *ACH Deposit Enrollment Authorization* form if you choose to have your checks directly deposited into one of your bank accounts.

Please also find enclosed an address confirmation form. Please review the information on the form, and make any corrections if necessary, and sign and return to SBA in the enclosed self-addressed, stamped envelope.

In addition, an original Certificate of Insurance, naming you as the certificate holder and additional insured will be sent to you directly from our insurance carrier for your file.

In the event of a tower operation emergency or if assistance is required to access the site, please contact our Network Operations Center, which is open 24 hours a day, 7 days a week, at (888) 950-7483. SBA's Regional Site Manager for this tower is John Martin, who may be contacted at 757-570-6661 or jmartin@sbsite.com.

If you have any questions regarding this transaction, please contact Augusto DeOliveira, Site Administration Specialist, at (800) 487-7483 x7366 or adeoliveira@sbsite.com. If you have any questions regarding your rental payments please contact Lanee Safai, Accounts Payable Specialist, at (800) 487-7483 x9511 or lsafai@sbsite.com.

We look forward to having a pleasant working relationship with you.

Sincerely,

Vickie Schaffer

Vickie Schaffer
Administrative Assistant

Enclosures

Delaware

PAGE 1

The First State

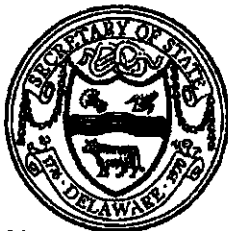
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"TV6-W, LLC", A DELAWARE LIMITED LIABILITY COMPANY,
WITH AND INTO "TV6 HOLDINGS LLC" UNDER THE NAME OF "TV6 HOLDINGS LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE EIGHTH DAY OF JUNE, A.D. 2015, AT 1:49 O'CLOCK P.M.

4354321 8100M

150892627

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2446709

DATE: 06-08-15

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:49 PM 06/08/2015
FILED 01:49 PM 06/08/2015
SRV 150892627 - 4354321 FILE

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC LIMITED LIABILITY COMPANIES**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Act, the undersigned limited liability company executed the following Certificate of Merger:

FIRST: The name of the surviving limited liability company is

TV6 Holdings LLC

and the name of the limited liability company being merged into this surviving limited liability company is TV6-W, LLC.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent limited liability companies.

THIRD: The name of the surviving limited liability company is

TV6 Holdings LLC

FOURTH: The merger is to become effective on upon filing.

FIFTH: The Agreement of Merger is on file at 8051 Congress Avenue,
Boca Raton, FL 33487

the place of business of the surviving limited liability company.

SIXTH: A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the constituent limited liability companies.

IN WITNESS WHEREOF, said surviving limited liability company has caused this certificate to be signed by an authorized person, the 8th day of June, A.D., 2015.

By:
Authorized Person

Name: Thomas P. Hunt
Print or Type

Title: Secretary

DRAFT 02.06.19

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (Amendment), dated this ____ day of _____, 2019, for identification, is made by and between the City of Staunton, a municipal corporation of the Commonwealth of Virginia (“Lessor”) and TV6 Holdings LLC, a Delaware limited liability company, authorized to do business in Virginia (SCC #T078531-3) (“Lessee”).

WHEREAS, Lessor and Lessee, successor to TV6-W, LLC, a Delaware limited liability company, entered into a Lease Agreement, dated January 23, 2014 (Agreement), whereby Lessor leased to Lessee certain Leased Premises, that are a portion of the Owned Premises located at 1911 Craigmont Drive, Staunton, VA 24401, more particularly described in Exhibit “A” attached hereto;

WHEREAS, Lessor and Lessee desire to extend the term of the Agreement for the first of five (5) Extension Periods for which provision is made in Paragraph 2 of the Agreement;

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

WHEREAS, the Council of the City of Staunton (“City Council”) adopted an ordinance on _____, 2019, to authorize such extension.

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

1. **Term.** The term of the Agreement is extended for the first five-year Extension Period, commencing on January 23, 2019, and ending on January 22, 2024, effective retroactively.

2. **Rent.** Lessee shall pay to Lessor as rent for the Leased Premises the sum of \$8,759.90 per year, due on the first day of each year of the term in advance, increasing annually by an amount equal to four percent (4%) of the previous year’s rent.

3. **Notices.** Paragraph 18 of the Agreement is hereby deleted in its entirety and replaced with the following:

18. **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused, or returned undelivered and Notices will be addressed to the parties and others as follows:

DRAFT 02.06.19

If to Lessee sent via certified or registered mail or courier:

TV 6 Holdings LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307
Attn: Site Administration
Re: VA17211-A Staunton

If to Lessor sent via certified or registered mail or courier:

City Manager
City of Staunton
P.O. Box 58
116 W. Beverley St.
Staunton, VA 24402-0058/24401

With a copy to:

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

And a copy to:

Director of Public Works
City of Staunton
P.O. Box 58
1911 Craigmont Dr.
Staunton, VA 24402-0058/24401

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

4. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

DRAFT 02.06.19

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

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

LESSOR:

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

By: _____

Print Name: _____

Its: City Manager

Date: _____

LESSOR ACKNOWLEDGMENT

CITY / COUNTY OF _____
COMMONWEALTH OF VIRGINIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by the undersigned.

Notary Public's Signature

(Notary Seal)

Notary Registration Number

My commission expires:

LESSEE:

TV6 Holdings LLC, a Delaware limited liability company

SBA Site Name: Staunton
SBA Site ID: VA17211-A-0

DRAFT 02.06.19

By: _____

Print Name: Alyssa Houlihan

Its: Vice President Site Leasing

Date: _____

LESSEE ACKNOWLEDGMENT

COUNTY OF PALM BEACH
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019,
by the undersigned on behalf of the limited liability company.

Notary Public's Signature (Notary Seal)

Notary Registration Number

My commission expires:

DRAFT 02.06.19

AFFIDAVIT

AFFIANT, first being duly sworn, states as follows:

1. I am the Vice President – Site Leasing of TV6 Holdings LLC, a Delaware limited liability company (the "LLC").
2. I make this affidavit in support of my execution of a term extension amendment to the Lease Agreement with the City of Staunton on behalf of the LLC.
3. The Articles of Organization of the LLC that are in effect on the date of this affidavit are incorporated herein by reference and have not been amended.
4. There are no limitations on the Vice Presidents authority in the current Operating Agreement or otherwise that would prohibit, nullify, void, or otherwise invalidate the execution, any provision or binding effect of the deed of easement and maintenance agreement.
5. As of the date hereof, the LLC continues to exist and has not been dissolved for any reason, including but not limited to the bankruptcy of any Member of the LLC or the LLC itself, or the death, resignation, or expulsion of any LLC Member.
6. I acknowledge that this statement is under oath and subject to the full penalties of law.

Affiant

STATE OF FLORIDA

COUNTY OF PALM BEACH, TO-WIT:

SWORN AND SUBSCRIBED TO before me in my jurisdiction aforesaid this ____ day of _____, 2019, by Alyssa Houlihan, Vice President – Site Leasing, of TV6 Holdings LLC, a Delaware limited liability company

(Notary Seal)

Notary Public

My Commission expires: _____

Notary Registration No.: _____

DRAFT 02.06.19

EXHIBIT "A"

An interest in land, said interest being over a portion of the following described parent parcel:

All that certain tract or parcel of land with all improvements thereon and appurtenances thereto belonging situate for the most part in Beverley Manor District, Augusta County, Virginia, but a small portion of which is situate in the City of Staunton, containing 19.05 acres and described by plat and survey of the Engineering Department of the City of Staunton, dated October 25, 1968, as follows:

Beginning at (1) a fence post, the north-eastern corner of lands of the City of Staunton and in the western line of lands of the Church of God; thence with said line N. 23° 20' E. 118.66 ft. to (2) an iron pin, northwest corner of lands of the Church of God; thence S. 56° 15' E. 544.50 ft. to (3), being the eastern corner of lands of the church and in the western line of Shutterlee Mill Road; thence N. 31° 00' E. 50.06 ft. to (4) a new corner in lands of the grantor and the western line of Shutterlee Mill Road; thence leaving the western line of the aforementioned road with three new lines thru lands of the grantor N. 56° 15' W. 555.51 ft. to (5) a corner; thence N. 18° 44' E. 183.23 ft. to (6) a corner; thence N. 45° 14' E. 253.00 feet to (7) a post in Vincent's line, thence leaving lands of the grantor with two lines of said Vincent N. 11° 36' 34" W. 152.41 ft. to (8) a post; thence N. 16° 23' 26" W. 916.67 ft. to (9) a post; thence leaving said Vincent with a new line thru lands of the grantor S. 58° 43' 12" W. 477.35 ft. to (10) a post, being a corner in lands of the grantor and R. S. Harper; thence with R. S. Harper S. 7° 09' 52" W. 1069.52 ft. to (11) a post, being a corner in lands of the City of Staunton; thence with five lines of said City of Staunton S. 66° 36' 13" E. 73.00 ft. to (12) a post; thence N. 29° 21' 47" E. 150.00 ft. to (13) a post; thence S. 66° 36' 13" E. 150.00 ft. to (14) a post; thence S. 29° 21' 47" W. 150.00 ft. to (15) a post; thence S. 66° 36' 13" E. 351.98 ft. to the beginning; containing 19.05 acres more or less.

LESS AND EXCEPT that portion of property conveyed to Commonwealth of Virginia from City of Staunton, Virginia, a municipality by Deed dated September 29, 1988 and recorded February 22, 1989 in Deed Book 292, Page 458.

AND BEING a portion of the same property conveyed to City of Staunton, a Virginia municipal corporation from Mack W. Harper by Deed dated November 04, 1968 and recorded November 21, 1968 in Deed Book 543, Page 17.

Tax Parcel No. 10121



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to bet on the Super Bowl, including whether the Rams and Patriots would each net a field goal of 35 or more yards and whether Rams running back Todd Gurley would gain at least 3.5 yards in his first carry.

NFL executive vice president Jocelyn Moore told a congressional committee in September such bets "are significantly more susceptible to match-fixing."

"I can't speak for their motivations," Asher said.

from 2014 when everyone got stuck," Wales said as she toured Super Bowl exhibits at the Georgia World Congress Center Monday afternoon.

Tennessee stays No. 1 for 2nd week in AP Top 25 poll

RALEIGH, N.C. – Tennessee handled its first week at No. 1 in more than a decade well enough to stay on its AP Top 25 perch. The Volunteers received 48 of 64 first-place votes in Monday's poll.

— Wire services

TUESDAY'S TV LISTINGS

COLLEGE BASKETBALL (MEN'S)

6:30 p.m.

SEC — Tennessee at South Carolina

7 p.m.

ESPN — Kansas at Texas

ESPN2 — Virginia at N.C. State

ESPNU — Georgia at Arkansas

FS1 — Northwestern at Maryland

8 p.m.

BTN — Wisconsin at Nebraska

CBSSN — Saint Joseph's at Dayton

8:30 p.m.

SEC — Mississippi State at Alabama

9 p.m.

ESPN — Kentucky at Vanderbilt

ESPN2 — Ohio State at Michigan

ESPNU — Pittsburgh at Clemson

11 p.m.

ESPN2 — Nevada at UNLV

NBA BASKETBALL

8 p.m.

TNT — New Orleans at Houston

10:30 p.m.

TNT — Philadelphia at LA Lakers

NHL HOCKEY

7:30 p.m.

NBCSN — Philadelphia at NY Rangers

SOCCER

2:55 p.m.

NBCSN — Premier League: Manchester United vs.

Burnley

SKIING

11 p.m.

NBCSN — FIS Alpine World Cup: men's slalom, Austria

"We have already seen three other jurisdictions (Arkansas, Oregon and Washington, D.C.) authorize it ... and another 14 that have introduced bills or begun the process to move forward legislation in their states," Miller said. "My anticipation is that we will see well into the mid-teens, if not 20 states with sports betting, in 2020."

Staunton News Leader, January 29, 2019



Legal Notices

NOTICE OF INVITATION FOR AND PUBLIC OPENING OF BIDS AND PUBLIC HEARING FOR GRANT OF NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE IN THE CITY OF STAUNTON TO PLACE FIBER OPTIC TELECOMMUNICATIONS EQUIPMENT AND OTHER FACILITIES WITHIN THE PUBLIC WAY FOR TELECOMMUNICATIONS SERVICES

Notice is hereby given of the invitation for and the receipt and for the opening of bids and public hearing on the potentially 25-year, non-exclusive franchise to be granted by the following referenced ordinance to be considered by the Staunton City Council at its regular meeting, in the Council Chambers on Thursday, February 14, 2019 at 7:30 p.m. After the Mayor or other presiding officer of City Council receives and opens and reads aloud such bids, the Council will proceed with the continued consideration of the granting of the proposed franchise in the mode prescribed by law and will conduct a public hearing. All bids must be in writing and shall include reference to the City's preferred form of any proposed agreement. All bids must be submitted by not later than 5:00 p.m., local time, February 12, 2019, to the office of the Clerk of Council, 116 W. Beverley St., 1st Floor, Staunton, VA 24401. The right is hereby expressly reserved to reject any and all bids and to proceed as prescribed by law, as may be permitted by law. A descriptive notice of the proposed franchise ordinance, including the full text of this advertised notice, includes the foregoing and following:

AN ORDINANCE

To grant to _____, a telecommunications company doing business in the Commonwealth of Virginia, its successors and assigns, the right, for the term and upon the conditions stated in this ordinance and incorporated agreement, to use as a provider of telecommunications services the public rights-of-way of the City of Staunton, Virginia, and to acquire, construct, install, operate, maintain, and use, and to the extent now constructed or installed to operate, maintain, and use, poles, towers, structures, attachments, wires, cables, conduits, ductways, manholes, handholes, meters, appliances, and other equipment necessary or useful in the distribution, transmission, or sale of telecommunications services in, over, along, on, and under the public rights-of-way of the City, for the purpose of conducting, distributing, transmitting, and selling telecommunications services at any points within the corporate limits of the City as the same now exist or may hereafter be extended or altered.

The proposed ordinance is authorized by, among other considerations, the Staunton City Charter, Chapter II, Section 11; Staunton City Code § 2.10.180; and by Virginia Code Sections §§ 15.2-2100, 15.2-2101, and 56-462.

A true and complete copy of the proposed ordinance and form of agreement, including all of its terms and conditions, is on file and available for inspection during normal working hours at the office of the Clerk of Council.

All persons wishing to be heard at the public hearing are invited to attend. Persons with hearing loss or speech impairment desiring to attend the public hearing may contact the Clerk of Council by email at simmonsSF@ci.staunton.va.us to request an interpreter.

Suzanne F. Simmons
Clerk of Council

0003355981-01

NOTICE OF PUBLIC HEARING REGARDING PROPOSED LEASE RENEWAL BY THE CITY OF STAUNTON: LEASE TO TV6 HOLDINGS LLC

At the regular meeting of Staunton City Council to be held at 7:30 p.m. on Thursday, February 14, 2019, in Council Chambers, first floor of City Hall, 116 West Beverley Street, Staunton, Virginia, Council will hold a public hearing for the following:

To consider authorizing the City Manager to enter into an agreement with TV6 Holdings LLC (sometimes trading as SBA Communications Corporation), to renew an existing lease for another five-year term to be used for "Antenna Facilities" and "Ground Facilities" at 1911 Craigmont Drive, Staunton, VA (PID 10121) where the City's Public Works Department and Water Treatment Plant are located.

The proposed lease renewal is authorized by City Charter Section 11, Second, and Virginia Code § 15.2-1800.

A copy of the proposed lease agreement is available for inspection and review during normal working hours at the office of the Clerk of Council and at the office of the City Manager.

All persons wishing to be heard at the public hearing are invited to attend. Hearing impaired persons desiring to attend the public hearing should contact the Clerk of Council at simmonsSF@ci.staunton.va.us to request an interpreter.

Suzanne F. Simmons
Clerk of Council

0003355949-01

five AP courses. d geospatial in- henandoah Val- ent and English ect at the gover- s. demic schedule, urricular activ- ness Leaders of onged since his of the National

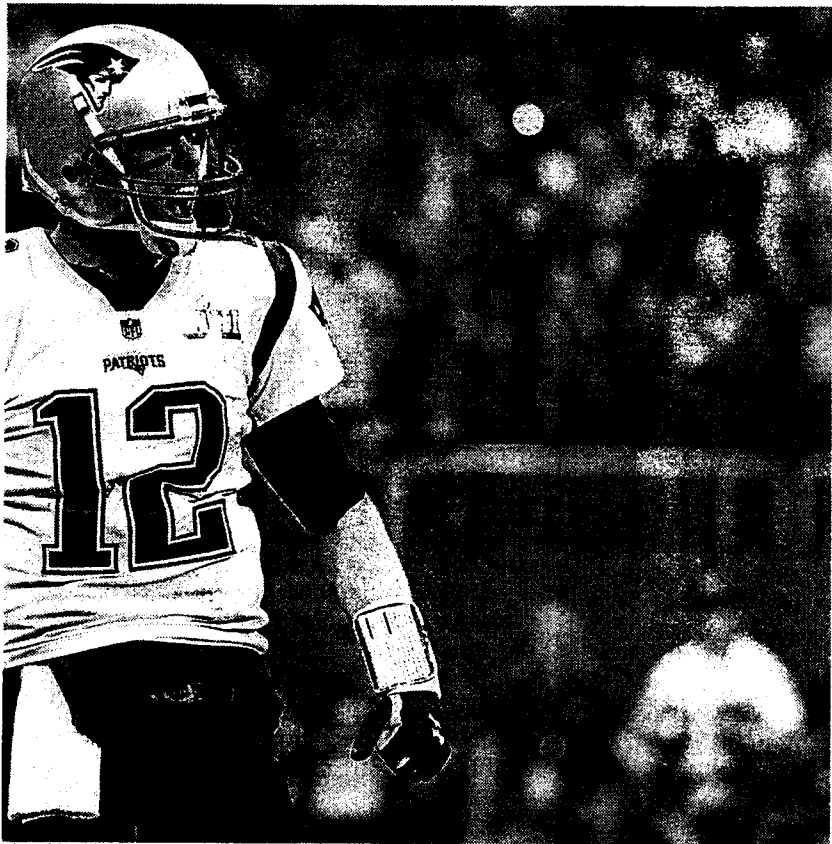
maintenance.

Future plans include college. He is currently considering the University of Virginia, Virginia Tech, Clemson and Penn State with the field of engineering being his major.

There, he plans to play club or intramural sports.

Meanwhile, Bond never dreamed that when he came to Riverheads it would be three years of football with three state championship rings.

"It's crazy. Most people don't even get one," he said. "I've been lucky enough to get three."



touchdown during the second half of Super Bowl LIII against the Rams

more balance. Rookie Sony Michel ran for 931 yards and six touchdowns in the regular season, and 336 yards and six more TDs in the playoffs. He can be even better next season.

It's possible the Patriots may lose one of their key players if four-time All-Pro tight end Rob Gronkowski decides to retire. Gronkowski, who had a 29-yard catch to set up Michel's TD run, isn't certain of his future.

"I haven't thought about that," he said. "That'll be decided in a few weeks or so."

The Patriots can stock up on talent in the upcoming draft. They have 12 picks, including six in the first three rounds. And they have a history of making key free agent signings and trading for veterans who play key roles.

"We have a lot of great people in the organization," Belichick said.

2007. UConn moved into the top five a week earlier and has remained there every poll since – a span of 232 consecutive weeks. That is more than double the next-longest streak, which is held by Louisiana Tech. The Lady Techsters had a 96-week run in the top five from 1979-84.

– Wire services

Staunton News Leader, February 5, 2019

Legal Notices

NOTICE OF INVITATION FOR AND PUBLIC OPENING OF BIDS AND PUBLIC HEARING FOR GRANT OF NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE IN THE CITY OF STAUNTON TO PLACE FIBER OPTIC TELECOMMUNICATIONS EQUIPMENT AND OTHER FACILITIES WITHIN THE PUBLIC WAY FOR TELECOMMUNICATIONS SERVICES

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AN ORDINANCE

To grant to _____ a telecommunications company doing business in the Commonwealth of Virginia _____ its successors and assigns, the right, for the term and upon the conditions stated in this ordinance and incorporated agreement, to use as a provider of telecommunications services the public rights-of-way of the City of Staunton, Virginia, and to acquire, construct, install, operate, maintain, and use, and to the extent now constructed or installed to operate, maintain, and use, poles, towers, structures, attachments, wires, cables, conduits, ductways, manholes, handholes, meters, appliances, and other equipment necessary or useful in the distribution, transmission, or sale of telecommunications services in, over, along, on, and under the public rights-of-way of the City, for the purpose of conducting, distributing, transmitting, and selling telecommunications services at any points within the corporate limits of the City as the same now exist or may hereafter be extended or altered.

The proposed ordinance is authorized by, among other considerations, the Staunton City Charter, Chapter II, Section 11; Staunton City Code § 2.10.180; and by Virginia Code Sections §§ 15.2-2100, 15.2-2101, and 56-462.

A true and complete copy of the proposed ordinance and form of agreement, including all of its terms and conditions, is on file and available for inspection during normal working hours at the office of the Clerk of Council.

All persons wishing to be heard at the public hearing are invited to attend. Persons with hearing loss or speech impairment desiring to attend the public hearing may contact the Clerk of Council by email at simmonsSF@ci.staunton.va.us to request an interpreter.

Suzanne F. Simmons
Clerk of Council

0003355981-01

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To consider authorizing the City Manager to enter into an agreement with TV6 Holdings LLC (sometimes trading as SBA Communications Corporation), to renew an existing lease for another five-year term to be used for "Antenna Facilities" and "Ground Facilities" at 1911 Craigmont Drive, Staunton, VA (PID 10121) where the City's Public Works Department and Water Treatment Plant are located.

The proposed lease renewal is authorized by City Charter Section 11, Second, and Virginia Code § 15.2-1800.

A copy of the proposed lease agreement is available for inspection and review during normal working hours at the office of the Clerk of Council and at the office of the City Manager.

All persons wishing to be heard at the public hearing are invited to attend. Hearing impaired persons desiring to attend the public hearing should contact the Clerk of Council at simmonsSF@ci.staunton.va.us to request an interpreter.

Suzanne F. Simmons
Clerk of Council

0003355949-01

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	February 14, 2019	Staff Member: Tom Sliwoski
Item #	4 & D	
Ordinance #		
Department:	Public Works	
Council Vision:	Resilience Responsive, Efficient Government	
Subject:	Non-Exclusive Franchise Ordinance for Fiber Optic Telecommunications Equipment and Other Facilities in the City	

Background: The City has advertised and solicited bids for a potentially 20-year non-exclusive franchise to place fiber optic telecommunications equipment and other facilities on the public rights-of-way within the corporate limits of the City of Staunton, as detailed in the attached forms of franchise ordinance and franchise agreement (Attachment 1).

At Council's regular meeting, it is anticipated that, consistent with the provisions of Virginia Code §§ 15.2-2100, 15.2-2101 and 15.2-2102 (Attachment 2), the Mayor will open all bids, read them or a summary aloud, and conduct a public hearing, as properly noticed in *The News Leader* (Attachment 3). Council will then receive any preliminary recommendations from the staff relative to any bids. Bids will be further reviewed by staff subsequent to the regular meeting or as otherwise directed by Council. Council could adopt an ordinance, authorizing a franchise to the successful bidder, at the regular meeting or the next scheduled regular meeting.

City Manager's Recommendation: Recommend that, at the regular meeting, the Mayor (i) open all bids received for the telecommunications facilities franchise, (ii) read the bids or a

summary of them, (iii) inquire if any other bids are offered, (iv) receive further bids if offered, (v) declare the bidding closed, (vi) conduct a public hearing, and (vii) award the franchise if only one bid is received or, alternatively, if more than one bid is received, take the matter under advisement until Council's next meeting on February 28, 2019.

Alternative Motions (to be made after the public hearing):

If only one bid is received:

I move that City Council adopt the franchise ordinance, as presented, granting to _____ a non-exclusive franchise to place telecommunications equipment and other facilities within the corporate limits of the City of Staunton, as set forth in the ordinance and annexed franchise agreement.

If more than one bid is received: I move that Council continue this matter until its February 28, 2019 regular meeting, with staff to review the matter further in the meantime for any other recommendations to Council to be made at that time when Council may adopt a proposed ordinance to grant the franchise under the conditions reflected in a finalized form of franchise agreement.

City Manager: Stephen F. Owen

Ordinance No. 2019 - _____

AN ORDINANCE

To grant to _____, a telecommunications company doing business in the Commonwealth of Virginia _____, its successors and assigns, under the Code of Virginia and the Telecommunications Act, the right, for the term and upon the conditions stated in this ordinance and incorporated agreement, a non-exclusive Franchise authorizing the Franchisee to place and maintain its Telecommunications Facilities in the Public Ways within the Franchise Area, and for that purpose to use, erect, install, construct, repair, alter, add to, inspect, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, underground conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and, including but not limited to, above ground enclosures, markers, and concrete pads, or other related property, equipment, or fixtures as may be necessary, useful, or appurtenant to the Telecommunications Facilities, and to provide such services over the Telecommunications Facilities as may be lawfully allowed.

WHEREAS, Lingo Networks, LLC has asked that it be granted a franchise to place its fiber optic telecommunications equipment and facilities within the Public Way, as defined in a form of franchise agreement as drafted and annexed and incorporated into this ordinance;

WHEREAS, consistent with Chapter II, Section 11, of the City Charter and the provisions of Virginia Code Sections §§ 15.2-2100, 15.2-2101, and 56-462, the City may grant a telecommunications franchise;

WHEREAS, pursuant to § 15.2-2101(A) of the Code of Virginia, before granting any franchise, privilege, lease or right of any kind to use any public property described in § 15.2-2100 or easement of any description, for a term in excess of five years, except in the case of and for a trunk railway, the city or town proposing to make the grant shall advertise a descriptive notice of the ordinance proposing to make the grant once a week for two successive weeks in a newspaper having general circulation in the city or town;

WHEREAS, this matter was properly advertised once a week for two successive weeks in the *Staunton News Leader* on January 29, 2019 and February 5, 2019;

WHEREAS, Staunton City Council was briefed by staff on the franchise agreement at Council's February 14, 2019 work session;

WHEREAS, the Staunton City Council, at its February 14, 2019 meeting, conducted an opening of any bid(s);

WHEREAS, the Staunton City Council conducted a public hearing on February

44 14, 2019 on the proposed ordinance and franchise agreement and any bid(s);

45
46 **WHEREAS**, the provisions of Virginia Code § 15.2-2100 and Staunton City
47 Code § 2.10.180 require a recorded affirmative vote of three-fourths of all the members
48 elected to Council to grant a franchise;

49
50 **WHEREAS**, these recitals are deemed an integral part of this ordinance.

51
52 **NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of
53 Staunton, Virginia that it **HEREBY FINDS** the public welfare will be enhanced by the
54 grant of the franchise requested by Lingo Networks, LLC and it is in the best interest of
55 the City to grant and **HEREBY GRANTS** a franchise on the conditions contained in the
56 telecommunications franchise agreement, a copy of which is annexed and incorporated
57 hereto, between the City and Lingo Networks, LLC; and it is

58
59 **FURTHER ORDAINED** that the Staunton City Manager is authorized to sign
60 such Telecommunications Franchise Agreement and any other documents embodying
61 the terms approved herein on behalf of the City, upon approval of the City Attorney; and
62 it is

63
64 **FURTHER ORDAINED** that such Franchise shall be effective upon the date
65 upon which it is signed by the City and Lingo Networks, LLC and shall extend for a
66 term(s) as provided in the agreement.

67
68
69 Introduced:

70 Adopted:

71 Effective:

72
73
74
75 _____
76 Carolyn W. Dull, Mayor

77 ATTEST: _____
78 Suzanne F. Simmons
79 Clerk of Council
80

DRAFT 01.04.19

TELECOMMUNICATIONS FRANCHISE AGREEMENT

BETWEEN

THE CITY OF STAUNTON

AND

LINGO NETWORKS LLC

NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE AGREEMENT

This Telecommunications Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the City of Staunton, a political subdivision of the Commonwealth of Virginia, and municipal corporation (hereinafter, “City” or “Franchise Authority”) and Lingo Networks LLC (hereinafter, “Franchisee”).

Franchisee desires to place its fiber optic telecommunications equipment and facilities (the “Telecommunications Facilities”) within the Public Way (as defined below), and the City is willing to permit such placement of the Telecommunications Facilities on the terms and conditions set forth herein.

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Code of Virginia, Article 1.2, §15.2-2108.19, and the Telecommunications Act of 1996, as amended (Pub. L. No. 104-104) (the “Telecommunications Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words used to refer to the masculine include the feminine, words in the plural number include the singular number, and likewise, words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined in the Code of Virginia, Article 1.2, §15.2-2108.19, the Telecommunications Act, or herein shall be given their common and ordinary meaning.

1.1. “City” shall mean the City of Staunton, Virginia, or the lawful successor, transferee, designee, or assignee thereof.

1.2. “Effective Date” shall mean _____ 2019.

1.3. “FCC” shall mean the Federal Communications Commission, or successor governmental entity thereto.

1.4. “Franchise” shall mean the initial authorization, or renewal thereof, issued by the Franchise Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Telecommunications Facilities within the Public Way.

1.5. “Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

1.6. “Franchise Area” shall mean the present legal boundaries of the City of Staunton, Virginia, as of the Effective Date, and shall also include any additions thereto,

by annexation or other legal means during the term of the Franchise, as per the requirements set forth herein.

1.7. “Franchise Authority” shall mean the City of Staunton, Virginia, or the lawful successor, transferee, designee, or assignee thereof.

1.8. “Franchisee” shall mean Lingo Networks LLC.

1.9. “Person” shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchise Authority.

1.10. “Public Way” means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle, park, bridge, waterway, dock, bulkhead, wharf, pier, other public ground or water subject to the jurisdiction and control of the City, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in the Franchise Area, which shall entitle the Franchisee to the non-exclusive use thereof for the purpose of installing, operating, repairing, and maintaining the Telecommunications Facilities. Public Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchisee to the use thereof for the purposes of installing, operating, and maintaining the Franchisee’s Telecommunications Facilities over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and appurtenant to the Telecommunications Facilities; except, it shall not include: easements held separately by the City’s Economic Development Authority (“EDA”) or any other city authority or similar City affiliated entity through agreements to which the City is not a party or any indefeasible right to use agreement as to fiber optic facilities which the City or the EDA may be party. Notwithstanding the exceptions above, the City shall not discriminate against Franchisee by restricting access to public rights-of-way or public easements dedicated for compatible public uses, where other utilities and/or wireline communication facilities are allowed access.

Reference herein to "Public Way" shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Franchisee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.

1.11 “Relocation Costs” means only those out-of-pocket expenses directly attributable to material and labor, without markup and net of direct or indirect rebate or discount of any kind, that is required for one or more tasks, as approved in advance by the

City, for payment from available funds, if any at all under the provisions of Section 3 of this Franchise Agreement.

SECTION 2 - Grant of Authority

2.1. Franchise Grant. The Franchise Authority hereby grants to the Franchisee under the Code of Virginia and the Telecommunications Act a non-exclusive Franchise authorizing the Franchisee to place and maintain its Telecommunications Facilities in the Public Ways within the Franchise Area, and for that purpose to use, erect, install, construct, repair, alter, add to, inspect, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, underground conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and, including but not limited to, above ground enclosures, markers, and concrete pads, or other related property, equipment, or fixtures as may be necessary, useful, or appurtenant to the Telecommunications Facilities, and to provide such services over the Telecommunications Facilities as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement, the Code of Virginia, and the Telecommunications Act. This Franchise shall be automatically extended for three (3) additional terms of five (5) years each unless either party notifies the other in writing of its desire to terminate the Franchise at least one (1) year before the expiration date of then-current term.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Article 1.2 of the Code of Virginia and the Telecommunications Act, as amended.

SECTION 3 - Construction and Maintenance of the Telecommunications Facilities

3.1. Location of Telecommunications Facilities; Permits. The placement of the Telecommunications Facilities authorized by Section 2.1 shall be at reasonably suitable and convenient points in the Public Ways as jointly determined by the Franchisee and the Franchise Authority. Franchisee shall file with the Director of Public Works of the City plans showing the location of new, additional, or relocated Telecommunications Facilities. Except as otherwise provided in this Section 3.1, the Franchisee shall be responsible for obtaining all generally applicable permits, licenses, or other forms of approval or authorization prior to the commencement of any activity that materially disturbs the surface of any street, curb, sidewalk or other public improvement in the Public Way, or impedes vehicular traffic. Any work performed by Franchisee in, over, along, on or under the Public Way without first obtaining required permits, licenses or other forms of approval or authorization shall be a violation of this Agreement. The issuance of such permits shall not be unreasonably withheld, conditioned, or delayed; however, the issuance of local

permits shall be determined by City officials and employees as they determine to be merited in the discharge of their duties. The location of the proposed Telecommunications Facilities shall be subject to review by the City Manager or the City Manager's designee, with the right on the part of the Franchisee to appeal from that decision to the City Council. Any decision of the City Council on such appeal shall be subject to judicial review. Notwithstanding any provision to the contrary in this Agreement, during an emergency situation, the Franchisee may perform all reasonable work to restore, service and alter its Telecommunications Facilities to ensure the safety of all citizens of the City, and need not file plans with the Director of Public Works of the City or obtain a permit before commencing the work; provided, however, that the Franchisee shall notify the Director of Public Works of the City of any such work within a reasonable time (not to exceed 10 days) after such work is completed. In providing such notice, the Franchisee shall describe the specific location and nature of all such work. As used in this section, an "emergency situation" is an event that is beyond the ability of the Franchisee to control and that creates an imminent threat of danger to public safety or interruption of telecommunications services service, including but not necessarily limited to, severe weather conditions, strikes, labor disturbances, war or acts of war, insurrection, riots, act of public enemy, fire, flood, or other acts of God.

3.2 General Obligations for Construction, Installation and Maintenance. Construction, installation, and maintenance of the Telecommunications Facilities shall be performed in a safe, thorough and reliable manner using materials of good and durable quality and shall not damage or interfere with other uses, structure, infrastructure, or equipment or otherwise compromise or make more expensive or difficult the City's work or maintenance of the Public Way. All work shall be done by the Franchisee in accordance with FCC regulations and generally applicable provisions of the Staunton City Code. The rights and privileges set forth herein are granted and conferred upon the Franchisee upon the express condition and understanding on the part of the Franchisee that it will maintain its Telecommunications Facilities in good order throughout the term of this Franchise. By accepting this Franchise, Franchisee expressly agrees that the City shall have jurisdiction, to the full extent and in the manner now or hereafter provided by law, to require the Franchisee to maintain its Telecommunications Facilities in good order throughout the term of this Agreement. Notwithstanding the requirements herein, Franchisee shall not be required to obtain a permit for individual drop connections to Subscribers, servicing or installing pedestals or other similar facilities, or other instances of routine maintenance or repair to its Telecommunications Facilities. All transmission and distribution structures, poles, other lines, and equipment installed by the Franchisee for use in the Telecommunications Facilities in accordance with the terms and conditions of this Franchise Agreement shall be located so as not to interfere with the proper use of the Public Way and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

3.3. Conditions of Street Occupancy.

3.3.1. Relocation of Telecommunications Facilities.

3.3.1.1 New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Franchisee shall, upon reasonable advance written notice from the City (which shall not be less than 30 business days) and at the Franchisee's own cost or expense, protect or promptly alter or relocate the Telecommunications Facilities, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any other user of the Public Way for the purpose of defraying the cost or expense of any of the foregoing, the City shall notify Franchisee of such funding and make available such funds to the Franchisee within a reasonable timeframe. There is no guarantee by the City that any public funds will be available to help defray the cost or expense of altering or relocating the Telecommunications Facilities to conform to new grades or lines. In the event that funds are not available, Franchisee reserves the right to pass its costs through to its Subscribers in accordance with applicable law.

3.3.1.2 Relocation at Request of Third Party. The Franchisee shall, upon reasonable prior written request of any Person holding a permit issued by the City to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Franchisee may impose a reasonable relocation cost on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Franchisee is given not less than thirty (30) business days advance written notice to arrange for such temporary relocation.

3.3.1.3 Right of City to Remove or Relocate. If the Franchisee does not complete removal or relocation within the period of time required by the Franchise, then the City may, after giving at least fifteen (15) days' written notice to the Franchisee, take such actions at the Franchisee's expense as are necessary to effect such removal or relocation. In the event the City effects the removal or relocation of any Telecommunications Facilities pursuant to this section, the City shall not be liable to the Franchisee for any damages incurred by Franchisee that result from such removal or relocation, unless such damages are the result of gross negligence or recklessness or willful misconduct on the part of the City or its agents, contractors, or employees. In addition, in the event the City effects the removal or relocation of any Telecommunications Facilities pursuant to this section, the Franchisee shall indemnify the City for, and hold the City harmless from, any and all losses, damages, judgments, liabilities, costs, and expenses arising from or based upon the claims of third parties who allege personal injury, property damage, or other loss caused, in whole or in part, by the removal or relocation; provided, that the Franchisee shall not be required to indemnify and hold the City harmless to the extent that the loss incurred by a third party is caused by gross negligence or recklessness or willful misconduct on the part of the City or its agents, contractors, or employees.

3.3.2 Installation of Additional Facilities. The Franchisee shall install any new or additional Telecommunications Facilities on a like-for-like or better basis. As used in this section, “like-for-like” means the installation or relocation of Telecommunications Facilities in a like or similar manner of construction when compared to previously installed Telecommunications Facilities. For example, placement of Telecommunications Facilities above-ground using aerial construction in locations where existing Telecommunications Facilities are constructed above-ground (aerial-to-aerial), or the placement of Telecommunications Facilities underground in locations where existing Telecommunications Facilities are constructed underground, are “like-for-like”; as to underground Telecommunications Facilities, conduit installations are to be replaced by conduit, and direct burial installations (where permitted) are to be replaced by direct burial. As used in this section, “better” Telecommunications Facilities include Telecommunications Facilities which the Franchisee, in its discretion, favors better over like-for-like Telecommunications Facilities. For example, as a general matter the City prefers underground Telecommunications Facilities to overhead Telecommunications Facilities. If the Franchisee decides that it would also prefer to place certain overhead Telecommunications Facilities underground, its work will be performed on a “better” basis. As another example, if the Franchisee decides to replace existing poles with poles that are more aesthetically pleasing, its work will be performed on a “better” basis. In the event that the City specifically requests that the Franchisee install Telecommunications Facilities that are more expensive than like-for-like Telecommunications Facilities, as reflected in a good-faith written estimate to be provided by the Franchisee to the City in advance, the City shall bear the costs, but only by the amount by which the directly attributable cost of the more expensive Telecommunications Facilities exceeds such comparable cost of like-for-like Telecommunications Facilities.

3.3.3. Restoration of Public Ways. In the event the Franchisee shall injure or otherwise cause damage to any pavement, sidewalk, sewer, water, or other pipe or works of the City, or any other property of the City, the Franchisee shall immediately notify the Director of Public Works of the City and promptly repair or replace the same at its own cost and expense in accordance with provisions of the Staunton City Code and applicable standards of the City. In the event the Franchisee has not completed the repair or replacement work, identified in a notice provided by the City, within thirty (30) days of the date of the damage, the City may undertake the repair or replacement work, and the Franchisee shall thereafter reimburse the City for any and all costs incurred by the City in performing the work. In the event the City undertakes repair or replacement work pursuant to this section, the City shall not be liable for any damages incurred by the Franchisee that result from such work. In addition, in the event the City undertakes repair or replacement work pursuant to this section, the Franchisee shall indemnify the City for, and hold the City harmless from, any and all losses, damages, judgments, liabilities, costs, and expenses arising from or based upon the claims of third parties who allege personal injury, property damage, or other loss caused, in whole or in part, by the work; provided, that the Franchisee shall not be required to indemnify and hold the City harmless to the extent that the loss incurred by a third party is caused by gross negligence or recklessness or willful misconduct on the part of the City or its agents, contractors, or employees.

3.3.4. Safety Requirements. The Franchisee shall undertake all necessary and appropriate commercial efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Telecommunications Facilities shall be performed in substantial accordance with applicable FCC and other federal and state regulations. The Telecommunications Facilities shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.3.5. Trimming of Trees and Shrubbery. The Franchisee shall have the authority to trim trees or other natural vegetative growth encroaching or overhanging any of its Telecommunications Facilities in the Franchise Area so as to prevent contact with the Franchisee's wires, cables, or other equipment. All such trimming shall be done at the Franchisee's sole cost and expense in accordance with ANSI A300 pruning standards. Except in emergency situations, the Franchisee shall provide the City not less than ten (10) business days' notice in advance of any planned tree trimming. The Franchisee shall be responsible for any collateral, direct real property damage caused by such trimming.

3.3.6. Aerial and Underground Construction. At the time of Telecommunications Facilities construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Franchisee shall place its Telecommunications Facilities transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Franchisee's cable and other equipment without technical degradation of the Telecommunications Facilities' signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground except where City ordinances of general applicability require undergrounding of all similarly situated utilities and in such case all City ordinances of general applicability shall be complied with by the Franchisee. Nothing in this Section shall be construed to require the Franchisee to construct, operate or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment. The Franchisee shall follow all general requirements applicable in the City Code in the construction of the Franchisee's facilities in the Public Way, including permitting and traffic control measures. If the City requests that Franchisee's Telecommunications Facilities be placed underground and at the City's expense constructs and installs to Franchisee's specifications the conduits, ductways, manholes, handholes, and appliances and devices (including but not limited to switches, taps, transformers, and the like) necessary to facilitate the undergrounding of the Franchisee's existing or proposed overhead Telecommunications Facilities, the Franchisee shall, at its sole expense, design, remove, and relocate such portions of its existing or proposed overhead Telecommunications Facilities underground. The City will obtain or cause to be obtained, without charge to the Franchisee, suitable public or private easements or comparable rights as may be required by the Franchisee for such underground Telecommunications Facilities. The extent of undergrounding that shall be required of the Franchisee pursuant to this section shall not exceed two hundred (200)

feet annually, and six hundred (600) feet shall be the maximum extent of undergrounding cumulatively that may be aggregated pursuant to this section by the City and required to be installed by the Franchisee in any one year; provided, that the City shall have given advance written notice to the Franchisee, which the Franchisee shall have received no later than June 30 of the previous calendar year, of the extent and general location of the undergrounding that the City desires to undertake in any calendar year, and the Franchisee's annual obligations under this section shall be contingent on such notice. The extent of undergrounding that shall be required of the Franchisee pursuant to this section during the maximum potential twenty-five (25) year term of this Agreement shall in all events not exceed three thousand (3,000) feet. The Franchisee shall not be responsible for any costs required for relocation of any Telecommunications Facilities that have been placed underground pursuant to this section during the term of this Agreement. Any undergrounding of the Franchisee's Telecommunications Facilities requested by the City that is in excess of that required by this section will be at the City's expense. In such event, the Franchisee will openly and fully disclose the detailed cost of such work, with supporting invoices and other records, to the City within sixty (60) days of the City's request. In the event that the Franchisee undertakes any undergrounding of its Telecommunications Facilities, without regard to whether the undergrounding will occur pursuant to this section, the Franchisee shall cooperate with the City and other utilities whose Telecommunications Facilities are collocated on existing poles or other structures to ensure that those Telecommunications Facilities are properly removed and relocated. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Franchisee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Franchisee's Relocation Costs shall be included in any computation of necessary project funding by the City or private parties. Franchisee shall be given reasonable notice and access to the public utilities' facilities at the time that such are placed underground and shall be entitled to reimbursement of its Relocation Costs from public or private funds raised for the project and made available to other users of the Public Way. It is understood that there is no guarantee by the City that any public or private funds will be available to help defray the expense of such Relocation Costs. In the event that public and/or private funds are not available or do not cover the entire direct and actual cost of the relocation, Franchisee reserves the right to pass its costs, or in the case of partial reimbursement from public and/or private funds its incremental Relocation Costs, through to its Subscribers in accordance with applicable law.

3.3.7 Excavation in the Public Way. All excavation and reconstruction or other work or activity by Franchisee in the Public Way must be in compliance with the requirements of the City Code, including all of the standards referenced therein, and applicable VDOT standards. It shall be the responsibility of Franchisee to obtain any required permits, to review all applicable excavation, reconstruction, restoration, repair and permitting requirements, and to become familiar with such requirements before beginning any excavation, reconstruction, restoration or repair work in the Public Way or private property.

3.3.8 Installation in Public Way. Any equipment or facilities installed by Franchisee in the Public Way shall be installed, located, erected, constructed, reconstructed, replaced, restored, removed, repaired, maintained and operated in accordance with good engineering practices, performed and supervised by experienced maintenance and construction personnel so as not (i) to endanger or interfere in any manner with improvements the City or VDOT may deem appropriate to make; or (ii) to interfere with the rights of any private property owner; or (iii) to hinder or obstruct pedestrian or vehicular traffic.

3.3.9 Relocation and Reimbursement. Whenever the City or VDOT shall determine that it is necessary in connection with the repair, relocation or improvement of the Public Way, the City or VDOT may require written notification that any properties or facilities of the Franchisee be removed or relocated. Within sixty (60) days after receipt of notification, unless the City or VDOT extends such period for good cause shown, the Franchisee shall remove or relocate its facilities to such place and under such terms and conditions as specified by the City or VDOT. The Franchisee shall bear all costs and expenses associated with removal and relocation except that the City or VDOT will issue, without charge to the Franchisee, whatever local permits are required for the relocation of Franchisee's facilities. If the Franchisee does not complete its removal or relocation within sixty (60) days or such other period as authorized by the City or VDOT, the City or VDOT may take such actions as necessary to effect such removal or relocation at the Franchisee's expense. Franchisee shall be entitled to reimbursement of its Relocation Costs from the public or private funds raised for the project and made available to other users of the Public Way. It is understood that there is no guarantee by the City that any public or private funds will be available to help defray the expense of such Relocation Costs. In the event that public or private funds are not available, or do not cover all Relocation Costs, Franchisee reserves the right to pass its Relocation Costs, or incremental Relocation Costs, through to its Subscribers in accordance with applicable law.

3.3.10. Use of Franchisee Telecommunications Facilities by the City. The Franchisee shall, when so requested by the Director of Public Works or designee, allow its poles and other overhead structures to be used by the City, free of rental or similar charge, for the purpose of placing thereon any traffic lighting, cable for traffic lighting, signs, fire and police alarms, telephone wires, fiber optic cable, and other appliances which may be necessary for the exclusive use of the City; provided that the City shall follow all reasonable practices and procedures of the Franchisee with respect to attachment of Telecommunications Facilities to the Franchisee's property, including but not limited to obtaining all necessary permits from the Franchisee; and provided further that such use by the City shall not interfere with the proper use of such poles and other overhead structures by the Franchisee. The location and character of the City's traffic lighting, cable for traffic lighting, signs, fire and police alarms, telephone wires, fiber optic cable, and other appliances shall be subject to the approval of the Franchisee. The City shall provide to the Franchisee, as reasonably requested periodically by the Franchisee, a certificate or other proof of insurance as to the City's insurance program. The City also shall use reasonable efforts to require its future third-party contractor(s) engaged in installation or maintenance solely for the City's use of the the Franchisee's Telecommunications Facilities to

indemnify the Franchisee against the negligent acts of such contractor(s); absent such indemnification, the City shall require its future third-party contractor(s) to provide a certificate or other proof of insurance that includes coverage and limits customarily required of other third-party contractors of the City. Attachments used for the purpose of providing services to third parties shall be subject to the then-prevailing telecommunications attachment rental rate.

3.3.11 Use of Franchisee Telecommunications Facilities by Third Parties. Prior to allowing any third party to place any Telecommunications Facilities or equipment on or otherwise use the Franchisee's Telecommunications Facilities located in the Public Way, the Franchisee shall in its agreement with the third party require that the third party obtain all legally required authority and consent from the City to occupy and use the Public Way and to notify the City in writing of the nature, location and timing of such placement or use.

3.3.12 Protection of Property of Other Utility Services. The Franchisee shall take all prudent action to avoid damage or injury to pipes, cables, fixtures, infrastructure of any kind, including, without limitation, streets and sidewalks, and installations of other utility services, particularly those installations whose disruption can cause hazards or danger to persons or property. In the event such damage or injury occurs, the Franchisee shall immediately notify such other affected utilities and the Director of Public Works or designee and shall cooperate and contribute its capabilities to the extent necessary to remove any hazards and repair any damage.

3.3.13 Maintenance. The rights and privileges set forth herein are granted and conferred upon the Franchisee upon the express condition and understanding on the part of the Franchisee that it will maintain its Telecommunications Facilities located within the City in good order throughout the term of this grant, and the Franchisee by accepting this Agreement expressly agrees that the Commonwealth of Virginia or the City, as applicable, shall have jurisdiction, to the full extent and in the manner now or hereafter during the life of this Agreement provided by law, to require the Franchisee to render reasonably adequate telecommunications services and to maintain its Telecommunications Facilities in good order throughout the term of this grant.

SECTION 4 - Insurance and Indemnity

4.1. Insurance. Throughout the term of this Franchise Agreement, the Franchisee shall, at its own cost and expense, maintain Commercial General Liability Insurance and provide the City certificates of insurance designating the City and its officers, boards, commissions, councils, elected officials, and employees as additional insureds and demonstrating that the Franchisee has obtained the insurance required in this Section. All policies shall be placed with companies qualified to write insurance in the Commonwealth of Virginia and which maintain throughout the policy term a general rating of A-VII. The Commercial General Liability insurance policies provided for herein shall name the City, its officers, and employees as additional insureds, and shall be primary to

any insurance or self-insurance carried by the City with respect to Franchisee's liabilities hereunder. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury or property damage. The Franchisee shall provide workers' compensation coverage in accordance with applicable law. In addition to the requirements of section 4.2, the Franchisee shall indemnify, defend and hold harmless the City from any workers compensation claims to which the Franchisee may become subject during the term of this Franchise Agreement. Upon written request of the City, the Franchisee shall deliver certificates of insurance of the above-required insurance within 30 days of the receipt of the request. The provisions of this section shall survive the termination or expiration of this Agreement.

4.2. Indemnification. The Franchisee shall indemnify, defend and hold harmless the City, its officers and employees and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that directly or indirectly arise out of the Franchisee's design, construction, operation, modification, maintenance, or removal of the Telecommunications Facilities, including, but not limited to, reasonable attorneys' and other professional fees and expenses, provided that the City shall give the Franchisee timely written notice of its obligation to indemnify and defend and hold harmless the City within 10 business days of receipt of a claim or action pursuant to this section. The City agrees that it will take all reasonable action to avoid a default judgment and not prejudice the Franchisee's ability to defend the claim or action. If the City determines that it is necessary for it to employ separate counsel, the expense for such separate counsel shall be the responsibility of the City. Franchisee shall not be required to indemnify the City for gross negligence or gross misconduct on the part of the City or its officials, boards, commissions, agents, or employees, including any loss or claims related to Telecommunications Facilities in which the City or its designee participates, subject to applicable law. The provisions of this section shall survive the termination or expiration of this Agreement.

4.3 Surety Bond. This Agreement and the rights and privileges hereby granted and conferred shall not become effective unless and until Franchisee shall file with the Clerk of Council its written acceptance thereof, in form satisfactory to the City, and shall enter into a bond in the sum of Fifty Thousand and No/100 Dollars (\$50,000.00), with surety satisfactory to the City, conditioned to the effect that the Franchisee will construct and maintain, or if constructed, will maintain, the Telecommunications Facilities provided for herein and reasonably necessary for the exercise of the rights and privileges granted in and by this Agreement, and will maintain the same in good order throughout the term of this grant, and will comply with the terms, provisions, and conditions of this Agreement in all respects. The bond will be in the form of Exhibit 1, a copy of which is annexed and incorporated.

SECTION 5 - Miscellaneous Provisions

5.1. Force Majeure. The Franchisee shall not be held in default under, or in non-compliance with, the provisions of the Franchise, nor suffer any enforcement or penalty

relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such non-compliance or alleged defaults occurred or were caused by lightning strike, earthquake, flood, tidal wave, unusually severe rain, ice or snow storm, hurricane, tornado, or other catastrophic act of nature; riot, war, labor disputes, environmental restrictions, failure of utility service or the failure of equipment or facilities not belonging to Franchisee, denial of access to facilities or rights-of-way essential to serving the Franchise Area necessary to operate the Telecommunications Facilities, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Franchisee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Franchisee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

5.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchise Authority:

City of Staunton
City Hall
116 West Beverley Street
Staunton, VA 24401
Attention: City Manager

With a copy to:
City Attorney
City of Staunton
City Hall
116 West Beverley Street
Staunton, VA 24401

To the Franchisee:

Lingo Networks LLC

5.3. Entire Agreement. This Franchise Agreement and any exhibits or addendums hereto constitute the entire agreement between the Franchise Authority and the Franchisee and supersedes all prior or contemporaneous agreements, ordinances, representations, or understandings, whether written or oral, of the parties regarding the

subject matter hereof. Any agreements, ordinances, representations, promises or understandings or parts of such measures that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

5.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

5.5. Governing Law. This Franchise Agreement shall be deemed to be executed and performed in the Commonwealth of Virginia, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the Commonwealth of Virginia, as applicable to contracts entered into and performed entirely within the State, without reference to conflict of laws principles.

5.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchise Authority and the Franchisee, which amendment shall be authorized on behalf of the Franchise Authority through the adoption of an appropriate resolution or order by the Franchise Authority, as required by applicable law.

5.7. No Third-Party Beneficiaries. No Third-Party Beneficiaries; Immunity Preserved. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement and nothing waives or modifies the City's and its officials' sovereign or other immunity, to the maximum extent applicable.

5.8. Captions. Captions to sections throughout this Franchise Agreement are solely to facilitate the reading and reference to the sections and provisions of this Franchise Agreement. Such captions shall not affect the meaning or interpretation of this Franchise Agreement.

5.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, which Franchisee may have under federal or state law unless such waiver is expressly stated herein.

5.10. Incorporation by Reference

5.10.1. All presently and hereafter applicable conditions and requirements of federal, State and generally applicable local laws, including but not limited to the rules and regulations of the FCC and the Commonwealth of Virginia, as they may be amended from time to time, are incorporated herein by reference to the extent not enumerated herein.

However, no such general laws, rules, regulations and codes, as amended, may alter the obligations, interpretation and performance of this Franchise to the extent that any provision of this Franchise conflicts with or is inconsistent with such laws, rules or regulations.

5.10.2. Should the State, the federal government or the FCC require Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchise Authority and Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

5.11. Calculation of Time. Where the performance or doing of any act, duty, matter, payment, or operation is required hereunder and the period of time or duration for the performance or doing thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first day and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation.

5.12. Annexation. Upon ninety (90) days written notice, any additions of territory to the Franchise Authority, by annexation or other legal means, contiguous to the Franchise Area, shall thereafter be subject to all the terms of this Agreement as though it were an extension made hereunder related to the Telecommunications Facilities located or operated within said territory.

5.13. Authority to Execute. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

5.14 Other Agreements. The rights and privileges granted herein to use the Public Way are expressly subject to the conditions, limitations, and provisions contained in the general agreements and ordinances of the City of Staunton, Virginia, in force, or that may be hereafter approved by the City, relative to the use of the Public Way so far as they may be applicable to the rights and privileges herein granted, provided such that may be approved will not place any unreasonable or impracticable burden upon the Franchisee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the last date set forth below:

City of Staunton:

By: _____

Print Name: _____

Title: _____

Date: _____

Lingo Networks LLC:

By: _____

Print Name: _____

Title: _____

Date: _____

§ 15.2-2100. Restrictions on selling certain municipal public property and granting franchises

A. No rights of a city or town in and to its waterfront, wharf property, public landings, wharves, docks, streets, avenues, parks, bridges, or other public places, or its gas, water, or electric works shall be sold except by an ordinance passed by a recorded affirmative vote of three-fourths of all the members elected to the council, notwithstanding any contrary provision of law, general or special, and under such other restrictions as may be imposed by law. Notwithstanding any contrary provision of law, general or special, in case of a veto by the mayor of such an ordinance, it shall require a recorded affirmative vote of three-fourths of all the members elected to the council to override the veto.

B. No franchise, lease or right of any kind to use any such public property or any other public property or easement of any description, in a manner not permitted to the general public, shall be granted for a period longer than forty years, except for air rights together with easements for columns for support, which may be granted for a period not exceeding sixty years.

Before granting any such franchise or privilege for a term in excess of five years, except for a trunk railway, the city or town shall, after due advertisement, publicly receive bids therefor, in such manner as is provided by § [15.2-2102](#), and shall then act as may be required by law.

Such grant, and any contract in pursuance thereof, may provide that, upon the termination of the grant, the plant as well as the property, if any, of the grantee in the streets, avenues and other public places shall thereupon, without compensation to the grantee, or upon the payment of a fair valuation become the property of the city or town; but the grantee shall be entitled to no payment by reason of the value of the franchise. Any such plant or property acquired by a city or town may be sold or leased or, if authorized by general law, maintained, controlled, and operated by such city or town. Every such grant shall specify the mode of determining any valuation therein provided for and shall make adequate provisions by way of forfeiture of the grant, or otherwise, to secure efficiency of public service at reasonable rates and the maintenance of the property in good order throughout the term of the grant.

C. Any additional restriction now required in any existing municipal charter relating to the powers of cities and towns in selling or granting franchises or leasing any of their property is hereby superseded; however, nothing herein contained shall be construed as affecting the term of any existing franchise, lease or right. The requirement of an affirmative three-fourths vote of council shall apply only to the sale of the listed properties and not to their franchise, lease or use.

D. The provisions of this section shall only apply to cities or towns and shall not apply to counties or other political subdivisions.

Code 1950, § 15-727; 1962, c. 623, § 15.1-307; 1971, Ex. Sess., c. 64; 1997, c. 587; 2001, c. [498](#).

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

§ 15.2-2101. Ordinance proposing grant of franchise, etc., to be advertised

A. Before granting any franchise, privilege, lease or right of any kind to use any public property described in § [15.2-2100](#) or easement of any description, for a term in excess of five years, except in the case of and for a trunk railway, the city or town proposing to make the grant shall advertise a descriptive notice of the ordinance proposing to make the grant once a week for two successive weeks in a newspaper having general circulation in the city or town. The descriptive notice of the ordinance may also be advertised as many times in such other newspaper or newspapers, published outside the city, town or Commonwealth, as the council may determine. The advertisement shall include a statement that a copy of the full text of the ordinance is on file in the office of the clerk of the city or town council.

B. The advertisement shall invite bids for the franchise, privilege, lease or right proposed to be granted in the ordinance. The bids shall be in writing and delivered upon the day and hour named in the advertisement and shall be opened in public session and marked for identification by the person designated in the advertisement to receive such bids. The cost of the required advertisement shall be paid by the city or town which shall be reimbursed by the person to whom the grant is made. The city or town shall have the right to reject any and all bids and shall reserve this right in the advertisement.

Code 1950, §§ 15-728, 15-729; 1962, c. 623, §§ 15.1-308, 15.1-309; 1971, Ex. Sess., c. 64; 1983, c. 138; 1997, c. 587; 2001, c. [498](#).

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

§ 15.2-2102. How bids received and to whom franchise awarded

The presiding officer shall read aloud, or cause to be read aloud, a brief summary of each of the bids that have been received, for public information, and shall then inquire if any further bids are offered. If further bids are offered, they shall be received. The presiding officer shall thereafter declare the bidding closed. The presiding officer shall receive recommendations from the staff relative to any bids received in advance and staff's recommendations, if any, on any bids received at the advertised council meeting. After such other investigation as the council sees fit to make, the council shall accept the highest bid from a responsible bidder and shall adopt the ordinance as advertised, without substantial variation, except to insert the name of the accepted bidder. However, the council, by a recorded vote of a majority of the members elected to the council, may reject a higher bid and accept a lower bid from a responsible bidder and award the franchise, right, lease or privilege to the lower bidder, if, in its opinion, some reason affecting the interest of the city or town makes it advisable to do so, which reason shall be expressed in the body of the subsequent ordinance granting the franchise, right, lease or privilege. The process described in this section may run concurrently with any other advertisement or public ordinance requirements of this title, or such requirements as may be contained in charters of such cities or towns.

Code 1950, § 15-730; 1962, c. 623, § 15.1-310; 1997, c. 587; 2001, c. [498](#).

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

The News Leader

Classified Ad Receipt (For Info Only - NOT A BILL)

Customer: STAUNTON CITY OF

Ad No.: 0003355981

Address: 116 W BEVERLEY ST
STAUNTON VA 24401
USA

Pymt Method Invoice

Net Amt: \$994.04

Run Times: 2

No. of Affidavits: 1

Run Dates: 01/29/19, 02/05/19

Text of Ad:

NOTICE OF INVITATION FOR AND PUBLIC OPENING OF BIDS AND
PUBLIC HEARING FOR GRANT OF NON-EXCLUSIVE
TELECOMMUNICATIONS FRANCHISE
IN THE CITY OF STAUNTON
TO PLACE FIBER OPTIC TELECOMMUNICATIONS EQUIPMENT
AND OTHER FACILITIES WITHIN THE PUBLIC WAY
FOR TELECOMMUNICATIONS SERVICES

Notice is hereby given of the invitation for and the receipt and for the opening of bids and public hearing on the potentially 25-year, non-exclusive franchise to be granted by the following referenced ordinance to be considered by the Staunton City Council at its regular meeting, in the Council Chambers on Thursday, February 14, 2019 at 7:30 p.m. After the Mayor or other presiding officer of City Council receives and opens and reads aloud such bids, the Council will proceed with the continued consideration of the granting of the proposed franchise in the mode prescribed by law and will conduct a public hearing.

All bids must be in writing and shall include reference to the City's preferred form of any proposed agreement. All bids must be submitted by not later than 5:00 p.m., local time, February 12, 2019, to the office of the Clerk of Council, 116 W. Beverley St., 1st Floor, Staunton, VA 24401. The right is hereby expressly reserved to reject any and all bids and to proceed as prescribed by law, as may be permitted by law. A descriptive notice of the proposed franchise ordinance, including the full text of this advertised notice, includes the foregoing and following:

AN ORDINANCE

To grant to _____, a telecommunications company doing business in the Commonwealth of Virginia _____, its successors and assigns, the right, for the term and upon the conditions stated in this ordinance and incorporated agreement, to use as a provider of telecommunications services the public rights-of-way of the City of Staunton, Virginia, and to acquire, construct, install, operate, maintain, and use, and to the extent now constructed or installed to operate, maintain, and use, poles, towers, structures, attachments, wires, cables, conduits, ductways, manholes, handholes, meters, appliances, and other equipment necessary or useful in the distribution, transmission, or sale of telecommunications services in, over, along, on, and under the public rights-of-way of the City, for the purpose of conducting, distributing, transmitting, and selling telecommunications services at any points within the corporate limits of the City as the same now exist or may hereafter be extended or altered.

The proposed ordinance is authorized by, among other considerations, the Staunton City Charter, Chapter II, Section 11; Staunton City Code § 2.10.180; and by Virginia Code Sections §§ 15.2-2100, 15.2-2101, and 56-462.

A true and complete copy of the proposed ordinance and form of agreement, including all of its terms and conditions, is on file and available for inspection during normal working hours at the office of the Clerk of Council.

All persons wishing to be heard at the public hearing are invited to attend. Persons with hearing loss or speech impairment desiring to attend the public hearing may contact the Clerk of Council by email at simmonssf@ci.staunton.va.us to request an interpreter.

Suzanne F. Simmons
Clerk of Council

0003355981-01

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	February 14, 2019	Staff Member: Billy Vaughn
Item #	5 & E	
Ordinance #		
Department:	Economic Development	
Council Vision:	Economic Development	
Subject:	Resolution Designating Gypsy Hill Place, LLC Property as Revitalization Area to Qualify Property for Virginia Housing Development Authority Workforce Housing Loan Program	

Background: Beginning in 2008, Octagon Partners, LLC redeveloped the shuttered former public high school at 300 Churchville Avenue and 503 Dupont Avenue, now known as Gypsy Hill Place, utilizing historic and other tax credits. With the expiration of tax credits and the sunset of other incentives approaching, Gypsy Hill Place, LLC (the "Company"), the current owner of the property, is working to refinance the project. Currently, a significant amount of the building's square footage is leased to non-profit organizations that provide community services, including senior housing, services for the aging, arts and education. These entities are housed at below-market rates. In the absence of an incentivized refinancing option, the Company asserts it will be necessary to increase the rents for the non-profit tenants to a level commensurate with current market rates.

Given these considerations and to maintain the senior living component, the Company is pursuing a loan through the Virginia Housing Development Authority (VHDA) Workforce Housing Loan Program. As a prerequisite to securing such a loan, the Company's property must be situated within a designated housing revitalization area, for purposes of Virginia Code § 36-55.30:2(A) (a copy of which is attached). Under the code section, City Council has the authority to designate portions of the City as revitalization areas, provided the requirements set forth in the code section

are satisfied, and the Company has requested that Council adopt a resolution to so designate the Company's property. VHDA staff advises that the Company's property is eligible for such a designation, and the requested VHDA loan, based on the application of the applicable requirements. A proposed resolution is attached for Council's consideration.

It should be noted that the Company is pursuing the revitalization area designation only as a requirement of participating in the VHDA loan program, that there are no expectations or requirements that the City of Staunton contribute financially or provide other incentives or consideration for the project as set forth in the attached resolution, and that the Company has represented that no such request will be made. Further, for Council's information, the Company has scheduled and advertised an auction of its property for next month, in the event it is unable to secure funding from VHDA.

Sean Dougherty, a representative of Octagon Partners, LLC, an affiliate of the Company, will attend Council's meeting and provide a brief overview of the designation request.

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

Suggested Motion: I move to adopt the resolution designating the property owned by Gypsy Hill Place, LLC in the City of Staunton as a revitalization area for the purpose of qualifying for a loan through the Virginia Housing Development Authority Workforce Housing Loan Program, as presented.

City Manager: Stephen F. Owen

§ 36-55.30:2. Housing revitalization areas; economically mixed projects

A. For the sole purpose of empowering the HDA to provide financing in accordance with this chapter, the governing body of any city or county may by resolution designate an area within such city or county as a revitalization area if such governing body shall in such resolution make the following determinations with respect to such area: (i) either (a) the area is blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions: dilapidation; obsolescence; overcrowding; inadequate ventilation, light or sanitation; excessive land coverage; deleterious land use; or faulty or inadequate design, quality or condition; or (b) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area. Any redevelopment area, conservation area, or rehabilitation area created or designated by the city or county pursuant to Chapter 1 (§ 36-1 et seq.) of this title, any census tract in which 70 percent or more of the families have incomes which are 80 percent or less of the statewide median income as determined by the federal government pursuant to Section 143 of the United States Internal Revenue Code or any successor code provision on the basis of the most recent decennial census for which data are available, and any census tract which is designated by the United States Department of Housing and Urban Development and, for the most recent year for which census data are available on household income in such tract, either in which 50 percent or more of the households have an income which is less than 60 percent of the area median gross income for such year or which has a poverty rate of at least 25 percent shall be deemed to be designated as a revitalization area without adoption of the above described resolution of the city or county. In any revitalization area, the HDA may provide financing for one or more economically mixed projects and, in conjunction therewith, any nonhousing buildings that are incidental to such project or projects or are determined by the governing body of the city or county to be necessary or appropriate for the revitalization of such area or for the industrial, commercial or other economic development thereof.

B. The HDA may finance an economically mixed project that is not within a revitalization area if the governing body of the city or county in which such project is or will be located shall by resolution determine (i) either (a) that the ability to provide residential housing and supporting facilities that serve persons or families of lower or moderate income will be enhanced if a portion of the units therein are occupied or held available for occupancy by persons and families who are not of low and moderate income or (b) that the surrounding area of such project is, or is expected in the future to be, inhabited predominantly by lower income persons and families and will benefit from an economic mix of residents in such project and (ii) private enterprise and

investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

C. In any economically mixed project financed under this section, the percentage of units occupied or held available for occupancy by persons and families who are not of low and moderate income, as determined as of the date of their initial occupancy of such units, shall not exceed 80 percent.

1979, c. 374; 1996, cc. [77](#), [498](#); 2004, c. [187](#); 2006, c. [784](#).

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

**RESOLUTION
OF THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
TO MAKE DETERMINATIONS AND A
CONSIDERATION OF A REVITALIZATION AREA DESIGNATION AS A
REVITALIZATION AREA ENCOMPASSING GYPSY HILL PLACE, LLC PROPERTY
FOR QUALIFYING FOR A LOAN THROUGH THE VIRGINIA HOUSING
DEVELOPMENT AUTHORITY WORKFORCE HOUSING LOAN PROGRAM**

Recitals

A. Beginning in 2008, Octagon Partners, LLC redeveloped the shuttered former public high school at 300 Churchville Avenue (PID 9134) and 503 Dupont Avenue (PID 9155), now known as Gypsy Hill Place, utilizing historic and other tax credits;

B. With the expiration of historic tax credits and the sunset of other incentives approaching, Gypsy Hill Place, LLC (the “Company”), the current owner of the property, is working to refinance the project (the “Project”), essentially given that a significant amount of square footage is currently leased to non-profit organizations at below-market rates, including the senior living component, which, according to the Company, has operated at a loss;

C. The Project's reportedly various components provide senior housing, services for the aging, arts and education, which represents a significant improvement to the former high school prior to rehabilitation;

D. In the absence of an incentivized refinancing option, the Company asserts it will be necessary to increase the rents for the non-profit tenants to a level commensurate with current market rates;

E. Given these considerations and to maintain the senior living component, the Company is pursuing a loan through the Virginia Housing Development Authority (VHDA) Workforce Housing Loan Program;

F. As a prerequisite to securing such a loan, the Company's property must be situated within a designated housing revitalization area, for purposes of Virginia Code § 36-55.30:2(A);

G. Under the referenced code section, City Council has the authority to designate portions of the City as revitalization areas, provided the requirements set forth in the code section are satisfied, and the Company has requested that Council adopt a resolution to so designate the Company's property;

H. VHDA staff advises that Company's property is eligible for such a designation and the requested VHDA loan based on the application of such requirements;

I. City Council considers the continuation of the original revitalization of the Project a priority in the community's economic development effort;

47 J. This matter has been properly heard and considered; and

48
49 K. These recitals are an integral part of this resolution.

50
51 **NOW, THEREFORE, BE IT DETERMINED FURTHER AND RESOLVED BY THE**
52 **COUNCIL OF THE CITY OF STAUNTON, VIRGINIA, THAT:**
53

54 1. Pursuant to Virginia Code § 36-55.30:2(A), the City Council of the City of Staunton,
55 Virginia, designates the area (the “Area”) at 300 Churchville Avenue (PID 9134) and 503 DuPont
56 Avenue (PID 9155), and described on **Exhibit A** attached hereto, as a revitalization area.

57
58 2. The industrial, commercial or other economic development of the Area will benefit
59 the City of Staunton, but the Area lacks the housing needed to induce manufacturing, industrial,
60 commercial, governmental, educational, entertainment, community development, healthcare or
61 nonprofit enterprises or undertakings to locate or remain in the Area.

62
63 3. Private enterprise and investment are not reasonably expected, without assistance, to
64 produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities
65 that will meet the needs of low and moderate income persons and families in the Area and will induce
66 other persons and families to live within the Area and thereby create a desirable economic mix of
67 residents in the Area.

68
69 4. The non-housing portions of the building located or to be located in the Area are
70 necessary or appropriate for the industrial, commercial or other economic development of the Area;
71 such as, the Staunton Senior Center, ShenanArts, Valley Program for Aging Services Meals on
72 Wheels Kitchen, The Presbury Theatrical Training Program, Wintergarden Event Room, and Now
73 You’re Cooking Catering.

74
75 5. The Company is pursuing the revitalization area designation only as a requirement of
76 participating in the VHDA loan program; there are no expectations or requirements that the City of
77 Staunton contribute financially or provide other incentives or consideration for the Project as set forth
78 in this resolution; and the Company has represented that no such request will be made.

79
80 6. The City Manager or designee is hereby authorized to sign and submit appropriate
81 documents for the designation of a revitalization area as now determined by the City Council.

82
83 Adopted this 14th day of February, 2019.

84
85
86
87 _____
88 Carolyn W. Dull, Mayor

89
90 ATTEST: _____

91 Suzanne F. Simmons
92 Clerk of Council

93
94
95

EXHIBIT A
GYPSY HILL PLACE, LLC PROPERTY



CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	February 14, 2019	Staff Member: David Pastors
Item #	6	
Ordinance #		
Department:	Blue Ridge Court Services	
Council Vision:	Responsive, Efficient Government	
Subject:	Annual Report	

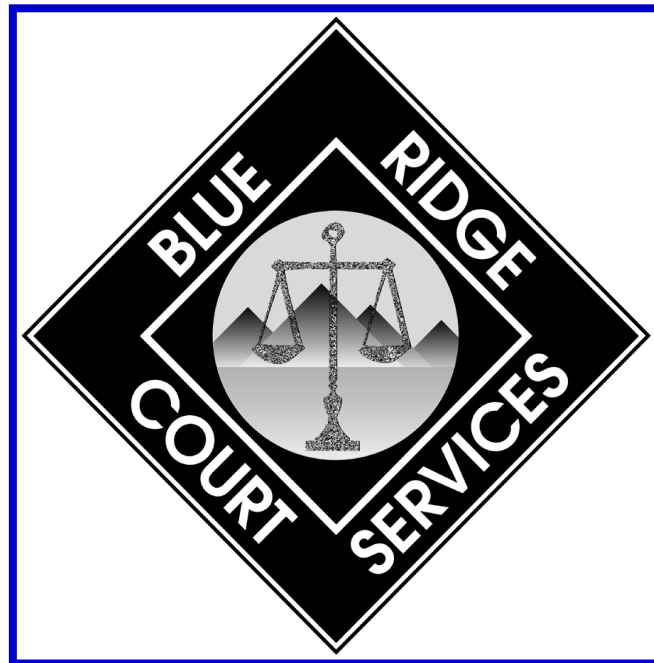
Background: David Pastors will discuss the highlights of the Blue Ridge Court Services FY 2018 Annual Report. The annual report is attached for Council's review.

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Stephen F. Owen

FY 2018 ANNUAL REPORT



The mission of Blue Ridge Court Services is to provide research proven sentencing alternatives for the local criminal justice system in an effort to reduce jail overcrowding, enhance public safety and offer rehabilitative opportunities to local offender and pretrial populations in the Cities of Staunton, Waynesboro, Lexington and Buena Vista and the Counties of Augusta, Rockbridge and Highland.

From the Director

2018 proved to be a year of harvest from seeds sown by the previous collaborative efforts of our local criminal justice system. Our 2011 Cross-Systems Mapping exercise brought together 36 criminal justice and mental health stakeholders to lay the foundation for future collaborations to address those in our justice system with serious mental illnesses. This area's participation in the National Institute of Corrections' Evidence Based Decision Making (EBDM) Initiative in 2015 established a core commitment to make effective use of local criminal justice data to forge more effective criminal justice planning for our region.

An over-arching emphasis in each of BRCS's programs has been to increase access to mental health services to those who have been referred. Our local criminal justice and mental health partners are unified in the need to better identify and explore treatment options for those non-violent defendants entering the justice system. The development of our Pretrial Initiative on Mental Illness and the Staunton-Augusta Therapeutic Docket Program has paved the way for the implementation of increased mental health services at the Middle River Regional Jail with their mental health pods, additional clinical staff and therapeutic services.

A grant received this past year from Augusta Health has provided broadened access for local probation, pretrial, drug court, therapeutic docket and re-entry clients to individual and group mental health services. These clients participate in community based dialectical behavioral groups, moral recognition therapy groups and individual therapy. In addition, this grant has provided an opportunity to bring on a second therapist to provide individual therapy to our clients and has allowed us to develop a new Commitment to Recovery (C2R) group targeting clients with co-occurring substance use disorders and mental health issues.

As an extension of the Staunton, Augusta and Waynesboro area's participation in the EBDM initiative, this past Spring the Augusta County Commonwealth's Attorney's office developed a pre-charge diversion program for low-risk, non-violent offenders. In lieu of being arrested for offenses such as underage possession of alcohol or misdemeanor possession of marijuana charges, eligible defendants are given the opportunity to participate in the Augusta County Litter Control Program. This innovative approach is the first of its kind in Virginia, and benefits our community by keeping our streets and highways litter-free. Additionally this program also offers first offenders an opportunity to avoid a criminal charge on their records by participating in these services. Kudos to Augusta County Commonwealth's Attorney Tim Martin and program coordinator Caleb Kramer for their willingness to initiate what will likely be a model program for Virginia.

Since the 238 placements received in our inaugural year of 1995, referrals to Blue Ridge Court Services have continued to grow each year. The trend continues in 2018 with a total of 2,300 client receiving services across our eight program areas. A large part of Blue Ridge Court Services' success in 2018 is due to the collaborative efforts of our local criminal justice partners. As an agency, we are fortunate to have a progressive criminal justice community of judges, prosecutors, magistrates, defense attorneys and court personnel who are willing to explore new approaches to address long-standing criminal justice issues. We are a more effective criminal justice community through their collective efforts.

We are also thankful for the guidance and support of the Blue Ridge Criminal Justice Board as well as the support we receive from the City of Staunton, which serves as our fiscal agent, providing us with much of our IT, financial and human resources support.

The staff at BRCS looks forward to working with all of our criminal justice partners for another productive year in 2019!

Dave Pastors

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Drug Court	6
Finances	7
Criminal Justice Board	7
BRCS Staff	8

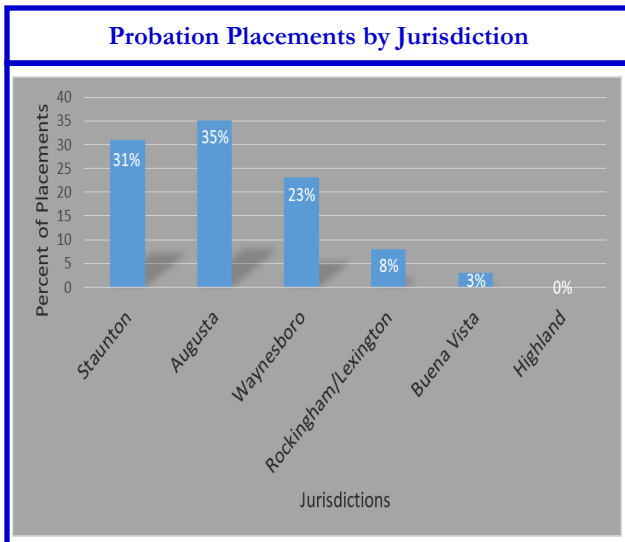


Blue Ridge Court Services
White Star Mill Building
125 South New Street
Staunton, VA 24401
540-886-1008

www.staunton.va.us/brcs

Probation Services

Blue Ridge Court Services was established in 1995 with the goal of providing probation services to the General District Courts of Staunton, Augusta and Waynesboro. Over the past 23 years our catchment area has expanded to cover Highland County, Rockbridge County, Lexington and Buena Vista. Blue Ridge Court Services received 1,015 probation placements in FY 2018. The chart below represents the distribution of probations cases received by jurisdiction:



Traditionally, the majority of placements arise from the General District courts. The trend continues this year with 86% coming from these lower courts and 14% from the Circuit Courts. These

felon referrals are mainly first offender possession of illegal drug cases that are targeted for our entry level educational and treatment services.

Demographic analyses revealed the following trends in probation placements for FY 2018:

- 65% were male, 35% female.
- 83% were Caucasian, 15% African-American and 2% were Hispanic/Other.
- 24% had less than a high school diploma, 61% either graduated or had a GED certificate, 11% had some college & 4% were college graduates.
- 32% of probation placements were between 18 and 25, 35% were between 26 and 35 and 33% were 36 and older.

All individuals placed on supervised probation undergo initial assessments to ascertain their level of risk and criminogenic needs:

- 72% were assessed to be low risk
- 26% were assessed to be medium risk
- 2% were assessed to be high risk

BRCS probation clients enjoyed a 78% success rate (completing all of the court ordered requirements) in 2018.

For FY 2018 the average daily cost of probation services was calculated by \$349,845 of probation funding / 118,509 supervision days, totaling an average of \$2.95 each day. In contrast, the Virginia Compensation Board reports the average daily cost of a jail bed in Virginia of \$85.47.

Re-entry Services

National research demonstrates that offenders benefit from re-entry efforts focusing on employment, housing and connection to services prior to release from incarceration. Individuals participating in re-entry programming have significantly lower recidivism rates than those who do not.

Since 2012 BRCS has been fortunate to receive an annual grant from CAPSAW, the Community Action Partnership for Staunton, Augusta and Waynesboro, to target those key elements of assistance for recently released offenders. BRCS staff present a monthly re-entry seminar with soon-to-be-released inmates at the Middle River Regional Jail. Working in partnership with the Re-entry Council of the Central Shenandoah Valley, the BRCS Offender Re-entry staff provides a wide range of re-entry services for recently released offenders from state, federal and local institutions.

BRCS re-entry efforts target five areas of assistance:

- Employment Readiness Skills/Securing a Job
- Securing emergency and permanent housing
- Accessing Food/Clothing/Transportation

- Accessing Community Services for training/counseling
- Assistance in obtaining photo identification and birth certificates

For 2018 our re-entry staff worked with 181 clients seeking a broad range of services. At the year's end:

- 98 recently released clients participated in the employment readiness skills sessions
- 77 clients received transportation assistance such as train tickets, bus tickets and local bus and trolley tokens
- 57 clients received assistance for improved housing
- 28 clients received gainful employment
- 34 clients received photo identification and birth certificates to make them eligible for legal employment
- 19 clients received clothing and food assistance
- 15 clients were referred to training and education resources

Pretrial Services

The Blue Ridge Court Services Pretrial Services Program provides assistance to the Middle River Regional Jail and the local courts in managing the pretrial population in two ways:

- I. Pretrial staff report to the Middle River Regional Jail each morning to interview those defendants who have been arrested and detained in the previous 24 hours. Based on those interviews they prepare a pretrial investigation report and the Virginia Pretrial Risk Assessment Instrument (VPRAI) to assist judges in making a better informed bond decision. During FY 2018, BRCS pretrial staff performed a total of 1,147 pretrial investigations yielding the following defendant risk profiles:

• Low Risk	7%
• Below Average Risk	11%
• Average Risk	24%
• Above Average Risk	25%
• High Risk	32%

- II. BRCS pretrial staff also provide intensive supervision for pretrial defendants who the magistrates and judges release pending trial. Pretrial staff ensure that these defendants adhere to the conditions of bond imposed by judicial officers and that they appear in court on their appointed date of trial. These defendants are often required by the court to maintain employment, refrain from contact with the victim and/or be subject to random drug testing. For FY 2018, a total of 839 pretrial defendants, 275 (33%) misdemeanants, 434 (52%) felons and 122 (15%) misdemeanants/felons combined were placed under pretrial supervision. Risk profiles for those pretrial defendants on supervision were:

• Low Risk	11%
• Below Average Risk	15%
• Average Risk	29%
• Above Average Risk	23%
• High Risk	23%

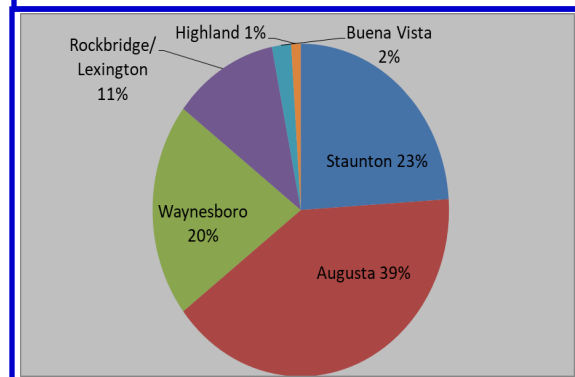
Pretrial defendants for 2018 enjoyed a 78% program success rate along with a 95% appearance rate and a 91 % public safety rate while under supervision.

The average daily cost of pretrial supervision for FY 2018 was \$268,192 / 101,992 supervision days = \$2.62, compared to the average daily cost of a jail bed in Virginia of \$85.47.

2018 Demographic studies indicate that our pretrial clients were:

- 567 (68%) Men and 272 (32%) Women
- 80% Caucasian, 18% African American and 2% Hispanic/Other
- 20% had less than a high school diploma, 64% were high school graduates or had GED's, 14% had some college and 2% had an undergraduate or graduate degree
- 20% were ages 18 to 25, 38% were ages 26 to 35 and 42% were 36 years or older

Source of Pretrial Placements by Locality



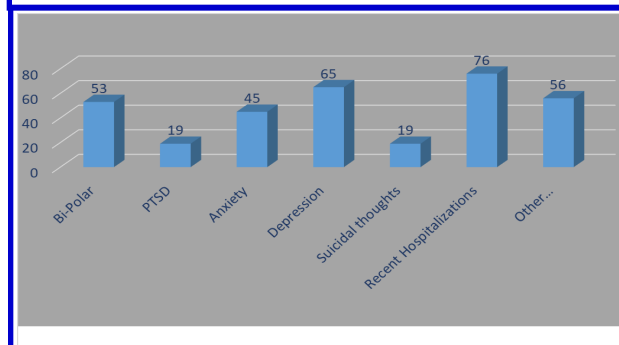
Pretrial Initiative on Mental Illness

The Pretrial Initiative for Mental Illness (PIMI) is a collaborative effort between Blue Ridge Court Services, the Middle River Regional Jail (MRRJ) and the Valley Community Services Board, designed to target recently arrested defendants at the jail with significant mental health issues. Each defendant who is arrested and detained at MRRJ is screened by pretrial and jail staff using the Brief Jail Mental Health Screen (BJMHS). After identifying those defendants who may benefit from intervention, there are three major objectives for those targeted for the PIMI:

- I. Swiftly move appropriate pretrial defendants from jail into community-based therapeutic treatment
- II. Assist those defendants that remain incarcerated to obtain jail based mental health services through weekly therapeutic groups
- III. For those defendants released into the community, provide intensive pretrial supervision, assessments, and weekly therapeutic groups for more intensive outpatient treatment

In 2018, a total of 667 defendants were administered the BJMHS. 191 (or 28.6%) qualified as having a serious mental illness and 94 of those were placed into the PIMI. These clients receive intensive supervision, attend weekly dialectical behavioral therapy (DBT) groups and are assessed to be candidates for diversion into the Staunton-Augusta Therapeutic Docket Program.

Summary of Participant Diagnoses

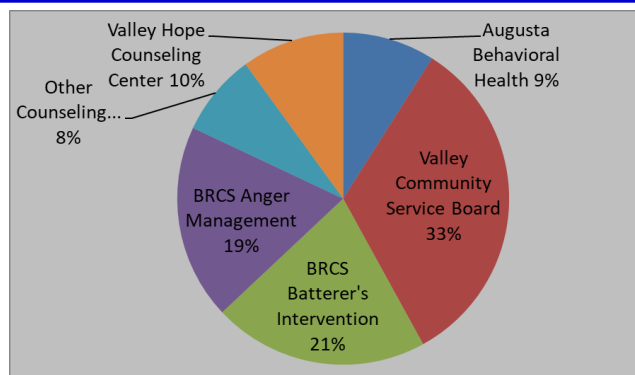


Domestic Violence Program

Defendants who have been charged with assault on a family member are often referred to the Blue Ridge Court Services Domestic Violence Program for assessment and possible treatment by the local Juvenile and Domestic Relations Courts. These individuals participate in an initial assessment to determine the appropriate level of treatment. The client's prior criminal history coupled with risk level as determined by the Modified Offender Screening Tool (MOST) and the Domestic Violence Inventory (DVI-R), play an important role in the level and duration of treatment. Treatment options include placement into anger management and batterer's intervention group therapy, or individual therapy at one of six treatment providers in our community.

For FY 2018 a total of 204 domestic violence clients were referred to the domestic violence program. 22% were female and 78% male. Demographically, 80% were Caucasian, 17% African American and 3% Hispanic. This year the largest number of domestic violence cases were referred from the Augusta County JDR Court at 42%, followed by 26% from Staun-

FY 2018 Domestic Violence Treatment Services Providers



ton, 24% from Waynesboro, 18% from Rockbridge. 84% of the domestic violence cases closed in 2018 successfully completed their court ordered requirements.

Staunton-Augusta Therapeutic Docket

The Staunton-Augusta Therapeutic Docket Program has been in operation for four full years, having received the first referral on September 24, 2014. The primary focus of the therapeutic docket is misdemeanor offenders who have a diagnosed major mental illness, which has played a role in their arrest. Potential therapeutic docket participants are identified early in the process by the mental health screening at the local jail. These participants are reviewed within days of their arrest and referred to the docket for formal evaluation. Those defendants who are eligible and agree to participate, receive comprehensive mental health services during this twelve-month program. Successful participants, those who remain in treatment, remain on prescribed medicines and have no further contact with law enforcement, are eligible for favorable disposition of their cases upon graduation.

Since inception, the Staunton-Augusta Therapeutic Docket has received a total of 168 referrals. Of that total, 103 were not eligible or declined to participate. 23 have dropped out or been removed for non-compliance and the balance are active or pending review. Our docket has had a total of 22 graduates since inception. Several of our graduates have pursued certification to become peer support advocates and many of our program participants have made huge strides...starting new businesses, reconnecting with estranged family members, going back to college and leading stable and productive lives. Our local docket continues to have strong support among our judges, prosecutors and public defenders. The Department of Behavioral Health and Development Services

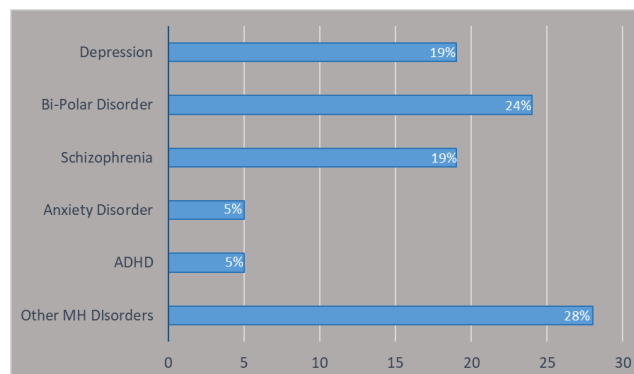
(DBHDS) and the Supreme Court of Virginia have supported our docket with grant funding.

For FY 2018, 22 therapeutic dockets were held and 28 individuals were reviewed for induction. 7 therapeutic docket participants graduated.

Demographic characteristics of the 2018 participants include the following:

- 19 Males vs 13 Females
- 13 from Staunton Courts
- 18 from Augusta County Courts
- 1 from Waynesboro Courts
- 29 Caucasians vs 3 African Americans
- 6 in the 18 to 25 age group
- 10 in the 26 to 35 age group
- 16 in the 36 and over age range

Participant Diagnoses - 2018



Home Electronic Monitoring

In keeping with the trend, over the past four years a larger portion of our HEM clients are pretrial defendants. In FY 2018, 34 (or 65%) of HEM participants held pretrial status and 18 (or 35%) were post-conviction. A significant portion of these pretrial cases involve offenses such as DUI-2nd and DUI-3rd where the courts are interested in closely monitoring the defendants to ensure no use of alcohol. Recent innovation in HEM technology has allowed our agency to provide 24/7 mobile alcohol monitoring through the use of a hand-held device the size of a cell phone which vibrates randomly up to six times daily requiring the participant to provide instant alcohol monitoring with simultaneous photographic and GPS verification.

For FY 2018, Blue Ridge Court Services received a total of 52 HEM placements, down from 75 in FY 2017. Participation was higher for males than females (67% male, 33% female), and higher for Caucasian participants than African American participants (83% Caucasian, 17% African American). Of the 40 HEM cases closed in 2018, 37 (93%) of the participants successfully completed the program. Of

the 3 (7%) HEM participants who failed, each was returned to court for using alcohol or an illegal drug while under supervision.

Multiple studies have shown that HEM benefits both the offender and the community in that the participant has the opportunity to be confined to their own home, with the option to work and support themselves and their families, while simultaneously paying the monitoring costs in full.

Localities lower costs also by having low-risk defendants and offenders be supervised in the community, saving jail bed space for high risk individuals. For each day an offender is on HEM, each locality reduces their jail per diem costs. The current average per diem jail bed cost reported by the Virginia Compensation Board is \$85.47.

The table below illustrates locality participation and the accompanying jail bed savings by using HEM during FY 2018.

Jail Bed Savings Utilizing HEM in FY 2018

	Staunton	Augusta	Waynesboro	Rockbridge/	Buena Vista	Other	Total
# of HEM Clients	7	24	6	6	1	8	52
# of HEM Days	669	3,325	435	549	66	859	5,903
Jail Savings @ \$85.47/ day	\$57,180	\$284,188	\$37,180	\$46,923	\$5,641	\$73,418	\$504,530

Staunton-Augusta-Waynesboro Drug Court

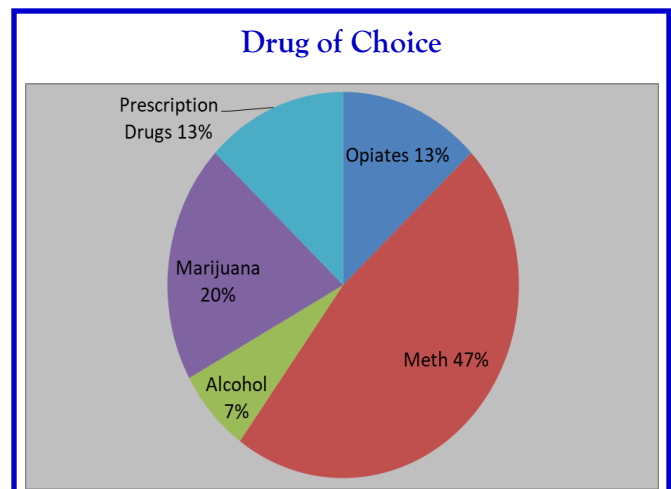
The Staunton, Augusta and Waynesboro drug court focuses on defendants who have been involved in criminal activity arising from their addiction to alcohol or illegal substances. Drug court participants are closely monitored by their probation officer as well as their therapist and return weekly before the drug court judge to report on their progress. Through the effective use of incentives and sanctions, this multi-disciplinary approach has proven to be quite effective in reducing recidivism among this population.

Since the drug court was established in July 2002, a total of 183 individuals have participated in the program and there have been 85 graduates. This is a rigorous program, as evidenced by the retention rate for all participants (those who graduated vs. being unsuccessfully terminated) of 54.64%. At the close of 2018 we had 20 active drug court participants. The profiles for our 2018 inductees include 5 females and 5 males, an average age of 29 years along with an average education of 12.1 years. Four participants were referred from Staunton and six from Augusta County.

Quarterly recidivism studies are conducted to ascertain new arrests or convictions within two years of graduation. At the end of 2018 the recidivism study indicated that of our 85 graduates, 7.2% had new criminal convictions within two years of graduation and that 14.4% had been rearrested within two years.

With our original target of providing services to a minimum of 20 drug court clients, our participation rate has leveled out over this past year and we have the capacity to serve more clients with substance use disorders.

In terms of drugs of choice by drug court participants we continue to see methamphetamines as dominating the drug of choice followed by marijuana.



FY 2018 Finances

Financial support for Blue Ridge Court Services is provided from the following sources:

- **The Virginia Department of Criminal Justice Services (DCJS)** for local probation and pretrial services
- **The Virginia Supreme Court** for the Drug Court
- **The Virginia Department of Behavioral Health and Development Services (DBHDS)** for the Therapeutic Docket
- **Augusta Health** for therapy groups and individual counseling services
- **CAPSAW** for the offender re-entry program
- **Participant Fees** - These include supervision fees for probation clients, home electronic monitoring fees and fees for the various treatment groups (anger management, batterer's intervention, substance abuse and shoplifters intervention) offered weekly in our office

FINANCIAL REPORT - FY 2018 -

INCOME \$1,022,799

DCJS CCCA Grant	618,037
Drug Court Grant	90,000
Ther. Docket Grant	54,102
Augusta Health	16,750
CAPSAW	20,886
Participant Fees	146,686
Interest	35
Reserve	76,303

EXPENSES \$1,022,799

Personnel	884,566
Supplies/Rent	121,994
Travel/Training	5,310
Equipment	10,929

FUND BALANCE - 0 -

Blue Ridge Criminal Justice Board

The Blue Ridge Criminal Justice Board was established on July 1, 1995 in response to the Comprehensive Community Corrections Act and Pretrial Services Act. This advisory board is comprised of the region's principal criminal justice stakeholders who represent each of the seven localities served by Blue Ridge Court Services. The Board meets quarterly to receive updates and discuss local issues and set policy relating to local criminal justice. At its inception BRCS provided only local probation services to the region. Over the past 23 years the BRCJB has guided the planning and implementation of the Pretrial Services Program, the Staunton-Augusta-Waynesboro Drug Court, the Home Electronic Monitoring Program, the Offender Re-entry Program and the Staunton-Augusta Therapeutic Docket Program.

<u>Staunton</u>	<u>Waynesboro</u>	<u>Augusta</u>	<u>Highland</u>	<u>Rockbridge</u>	<u>Lexington</u>	<u>Buena Vista</u>
Peter Boatner	Don McCown	Tim Martin	Roberta Lambert	Spencer Suter	Mark Riley	TBA
Matt Robertson	Joe Harris	Linda Jones	David Neil	John Higgins	Jared Moon	TBA
James Cooke	Bud Levin	Donald Smith	Humes Franklin	Robyn Wilhelm		
Steve Rosenberg	Charles Ricketts	Miles Bobbitt				
Jeff Gaines	David Ledbetter	Jack Lee				
Rupen Shah	Bob Tucker	Joseph Rader				

Blue Ridge Court Services Staff

- FY 2018 -

David Pastors — Mr. Pastors became the Program Director in September, 1996. Dave is a graduate of the University of Virginia with a BA in Psychology. He previously served as the Executive Director of the Jefferson Area Community Diversion Program in Charlottesville before coming to BRCS.

Megan Roane — Ms. Roane graduated from Bridgewater College and began her career with BRCS in 1999 as a court services technician. Megan was promoted to be a local probation officer in 2002 and has provided probation services to the Waynesboro courts. In May 2015 she was promoted to be Assistant Director.

Tasha Harner— Ms. Harner provides probation services to the local Juvenile and Domestic Relations Courts. She joined BRCS as a court services technician in July 2005 and was promoted to be our domestic violence probation officer in May 2006. In 2015 she was promoted to be our BRCS Probation Manager. Tasha graduated from Bridgewater College with a BS in Psychology.

Samantha Honig— Ms. Honig joined BRCS in August 2009 to expand our pretrial efforts in the Waynesboro Courts. Samantha is a 2004 graduate of the University of Richmond with a Bachelors Degree in Criminal Justice and received a Masters Degree in Criminal Justice Administration in 2016 from the Johnson and Wales University. She provides pretrial services and HEM in Rockbridge and Waynesboro.

Martin Schmid - Mr. Schmid started as our court services technician in September 2009. He was promoted to be a pretrial officer specializing in mental health cases and our HEM Coordinator in 2012. He is a 1996 graduate of Virginia Commonwealth University with a BS in Psychology and a BA in English.

Lynn Murphey—Ms. Murphey joined our staff in 2007 and is a graduate of James Madison University where she received her Bachelors and Masters Degree in Counseling. Lynn provides probation services to the Rockbridge courts.



Luther Hite— Mr. Hite came to Blue Ridge Court Services in January 2009. He had previously worked at the Shenandoah Valley Juvenile Detention center as a residential counselor. Luther is a 2008 graduate of Liberty University with a Bachelors Degree in Criminal Justice and provides probation services to the Rockbridge area courts.

Andrew Lightner — Mr. Lightner joined BRCS in 2013 as graduate of Liberty University with a BA in Criminal Justice. He supervises probation cases in the Waynesboro courts, Drug Court and the BRCS Restorative Justice Program.

Diana Fetterer - Ms. Fetterer joined our pretrial staff in July 2015 and is the Coordinator of the Staunton-Augusta Therapeutic Docket Program. Diana is a graduate of Christopher Newport University with a BA in Sociology and a Masters Degree in Forensic Psychology from Marymount University.

Alayna Sensabaugh — Ms. Sensabaugh came to BRCS in 2016 first as an intern and then as a Post Baccalaureate Fellow. Alayna now serves as our principal pretrial investigator. Alayna is a 2016 graduate of Bridgewater College with a BA degree in Sociology.

Wendy Dodge - Ms. Dodge joined our staff in 2017 having had extensive experience in probation at District 12 Probation and Parole. She serves as the Staunton-Augusta-Waynesboro Drug Court Coordinator. She has a BA in Psychology from West Virginia University and a MS in Psychology from Angelo State University.

Alison Schofield— Ms. Schofield began her career with BRCS as our post baccalaureate fellow in June 2014. Alison is a 2014 graduate of James Madison University with a BA in Sociology. She briefly left BRCS to relocate in Alexandria where she worked as a pretrial officer. She returned to

BRCS in 2018 and now provides pretrial services to the Augusta County Courts.

Brittany Rohrer - Ms. Rohrer is a 2018 Graduate of James Madison University with a BA in Criminal Justice. She is participating in our Post Baccalaureate Fellowship in Criminal Justice and serves as the coordinator of the BRCS Offender Re-entry Program where she assists recently released inmates in making a smooth transition back into the community. She also assists with probation services in the City of Staunton courts.

Haley Cornwell — Ms. Cornwell joined our staff in July 2018 to participate in the Post Baccalaureate Fellowship. She is a 2018 JMU graduate with a BA in Justice Studies. Haley assists in the BRCS Offender Re-entry Services program and serves as our drug court technician for the Staunton-Augusta-Waynesboro Drug Treatment Court.

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	February 14, 2019	Staff Members: Steve Owen Jeanne Colvin
Item #	7 & F	
Ordinance #		
Department:	City Manager Budget Office	
Council Vision:	Responsive, Efficient Government	
Subject:	Capital Improvement Plan FY2019-FY2023	

Background: Jeanne Colvin, Budget Manager, has previously provided a review of the annual update to the Capital Improvement Plan for all City funds and the Education Fund. City and School Board staff updated the plan to review existing projects and revise projects, and to include new projects.

The plan was presented initially to City Council at its work session on January 10, 2019. It was presented again for additional review and discussion at Council's work session on January 24, 2019.

The School Board reviewed the school capital projects on December 10, 2018, and adopted the Education Fund CIP on January 14, 2019.

An overview of the plan was presented to the Planning Commission on December 20, 2018. At its meeting on January 17, 2019, the Planning Commission conducted a public hearing on the plan. Subsequent to the public hearing, the Planning Commission approved the CIP, on a unanimous vote.

During City Council's discussion on January 24, 2019, Council agreed to move forward with the purchase of an aerial ladder truck to replace the current 2002 model truck. The estimated cost of the new truck is \$1.8 million. The CIP fund will cash flow the purchase of the truck.

Final consideration of the CIP is scheduled for City Council's meeting on February 14, 2019. The total CIP is \$189,425,666.

Attachment: Capital Improvement Plan

City Manager's Recommendation: Recommend that City Council adopt the Capital Improvement Plan, as presented.

Suggested Motion: I move that City Council adopt the FY2019-FY2023 Capital Improvement Plan, totaling \$189,425,666.

City Manager: Stephen F. Owen

CITY OF STAUNTON, VA CAPITAL IMPROVEMENT PLAN FY2019 - FY2023

DRAFT PLAN December 20, 2018



**CITY OF STAUNTON
CAPITAL IMPROVEMENT PLAN
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**CITY OF STAUNTON, VIRGINIA
and
STAUNTON CITY SCHOOLS**

**CAPITAL IMPROVEMENT PLAN
FY 2019 - FY 2023**

STAUNTON PLANNING COMMISSION

CHAIRMAN _____

APPROVAL DATE _____

Attest: _____

Suzanne F. Simmons
Clerk of Council

CITY COUNCIL

MAYOR _____

APPROVAL DATE _____

Attest: _____

Suzanne F. Simmons
Clerk of Council

**DRAFT
DECEMBER 20, 2018**

**CITY OF STAUNTON, VIRGINIA
and
STAUNTON CITY SCHOOLS
CAPITAL IMPROVEMENT PLAN**

TOTAL CIP PLAN		FY2019	FY2020	FY2021	FY2022	FY2023	PROJECTS NOT SCHEDULED/NOT FUNDED
GENERAL FUND	\$ 43,144,250	\$ 1,041,050	\$ 4,620,050	\$ 14,846,050	\$ 2,641,050	\$ 4,927,050	\$ 15,069,000
STAUNTON CITY SCHOOLS	\$ 62,375,000	\$ 41,625,000	\$ 450,000	\$ 725,000	\$ 3,125,000	\$ 650,000	\$ 15,800,000
WATER FUND	\$ 49,865,000	\$ 650,000	\$ 150,000	\$ 250,000	\$ 6,245,000	\$ 525,000	\$ 42,045,000
SEWER FUND	\$ 5,918,100	\$ 258,100	\$ 700,000	\$ 325,000	\$ 375,000	\$ 375,000	\$ 3,885,000
STORMWATER FUND	\$ 24,155,291	\$ 650,000	\$ 1,200,000	\$ 50,000	\$ 995,375	\$ 1,300,000	\$ 19,959,916
PARKING FUND	\$ 3,968,025	\$ 2,618,025	\$ 250,000	\$ 500,000	\$ -	\$ 600,000	
TOTAL CIP PLAN		\$ 46,842,175	\$ 7,370,050	\$ 16,696,050	\$ 13,381,425	\$ 8,377,050	\$ 96,758,916

5 YEAR PLAN= \$ 92,666,750

OVERVIEW

The City of Staunton's Capital Improvement Plan (CIP) is a comprehensive five-year plan that identifies the City's capital and infrastructure needs for all City operations to include the General Fund, Education Fund, and all proprietary funds that include the Water Fund, Sewer Fund, Environmental Fund, Parking Fund, and Stormwater Fund. The plan provides for the planning of the acquisition of new physical assets and/or the replacement/repair of existing capital assets. The CIP provides a plan and funding for the renovation of public buildings, school buildings, street repairs/additions, water and sewer lines, recreational facilities, community development projects that promote the economic growth and vitality of the City, and the construction of major new facilities. The adoption of the Capital Improvement Plan by City Council indicates their support and commitment for the projects and commitment towards the anticipated funding required to maintain facilities and provide new facilities for the community.

By definition, a capital project is primarily a project to construct/renovate major facilities such as school buildings, office buildings, park facilities, infrastructure needs -water, sewer and other utilities- roads, bridges, major equipment, etc. Capital projects have a useful life to the citizens of at least ten years and are projects that usually require multiple years to complete. These projects, once completed, provide for a quality of life in the City and benefit all citizens in the community.

CAPITAL IMPROVEMENT PLAN REVENUE SOURCES:

- Cash transferred from the General Fund Budget from the Adopted Operating Budget
- General Fund Unassigned Balance
- General Obligation Bonds
- State and Federal Grants/Cost Share Agreements

Fund Balance/Reserve Policy, Adopted May 26, 2011

Funds in excess of the Safety Net Reserve, the General Contingency amount, and carry forward appropriations unexpended at fiscal year end, shall be given first consideration for appropriation in the City's Capital Improvement Fund. Such appropriation shall be in the form of a budget amendment to the subsequent year's budget.

Any funds in the Education Fund in excess of the annual expenditures for any year ending June 30 shall be given first consideration for appropriation to the Education Fund Capital Improvement Fund. Such appropriation shall be in the form of a budget amendment to the subsequent year's budget or approved through the annual budget adoption procedures.

City Council Policy #5, Adopted October 12, 1989

Any budget savings in debt obligation/lease payments shall be transferred to the Capital Improvement Fund for future capital projects and equipment.

CAPITAL IMPROVEMENT PLAN BUDGET POLICY

The City will consider all capital improvements in accordance with the Adopted Capital Improvement Plan.

The City will develop a five-year plan for capital improvements and review and update the plan annually.

The City will determine the least costly and most flexible financing method for all projects requiring debt financing.

The City will coordinate the development of the capital improvement plan budget with the development of the operating budget.

The City will maintain all its assets at a level adequate to protect the City's capital investment in order to minimize future maintenance and replacement costs.

The City will schedule its major equipment acquisitions and/or replacement of major equipment as part of the capital investment plan process.

The City will identify projects and estimated costs and a potential funding source for each project as part of the capital investment plan process.

The City will identify capital projects that require annual budget funds to maintain the capital asset requiring personnel and operational costs, and any debt payments for bond financing.

FINANCIAL MANAGEMENT POLICY

City of Staunton, Virginia

Capital Improvement Plan Policy

Adopted: January 25, 2018



The Capital Improvement Plan—the CIP—is the City’s five-year plan for projecting the capital needs of the City. It provides for maintenance and funding of present and future buildings, facilities, major equipment, and infrastructure for the City. The CIP also serves as a planning and programming guide for long-term financial planning, and a plan to promote (i) public and private development for the future community growth, and (ii) effective service delivery to citizens of the City.

The overall strategy of the CIP is to plan for land acquisition, construction and maintenance of public facilities necessary for the safe and efficient provision of public services in accordance with the policies and objectives adopted in the City’s Comprehensive Plan. A critical element of a balanced CIP is the provision of funds to both preserve or enhance existing facilities and provide new assets to respond to changing service needs and community growth. The plan is reviewed and revised annually based on priorities, current circumstances, and economic opportunities.

The adoption of the CIP is not a formal financial commitment to any particular project. The CIP serves as a financial planning tool to provide estimated costs for projects, and a schedule for anticipated capital projects and capital financing. The CIP is a key element in planning and controlling the City’s future debt service requirements. The CIP includes some projects where needs have been defined, but specific financial resources have not been identified to advance the project to a scheduled completion year.

THE LEGAL BASIS FOR THE CIP

The CIP is prepared pursuant to Virginia Code § 15.2-2239, which provides, in relevant part:

A local planning commission may, and at the direction of the governing body shall, prepare and revise annually a capital improvement program based on the comprehensive plan of the locality for a period not to exceed the ensuing five years. The commission shall submit the program annually to the governing body, or to the chief administrative officer or other official charged with preparation of the budget for the locality, at such time as it or he shall direct. The capital improvement program shall include the commission's recommendations, and estimates of cost of the facilities and life cycle costs, including any road improvement and any transportation improvement the locality chooses to include in its capital improvement plan and as provided for in the comprehensive plan, and the means of financing them, to be undertaken in the ensuing fiscal year and in a period not to exceed the next four years, as the basis of the capital budget for the locality. In the preparation of its capital budget recommendations, the commission shall consult with the chief administrative officer or other executive head of the government of the locality, the heads of departments and interested citizens and organizations and shall hold such public hearings as it deems necessary.

ANNUAL CAPITAL BUDGET

The Capital Budget appropriates funds for specific facilities, major equipment, infrastructure, and improvements approved in the CIP by City Council through the annual budget process or a budget amendment for all governmental and proprietary funds. The first year included in the CIP reflects the approved annual capital budget funding level. Financial resources for projects in subsequent years in the plan are included for planning purposes only for scheduling and financial planning.

The City funds a portion of the CIP with current revenues in the annual Operating Budget. The long-term goal is to dedicate a minimum of 2.5% of the total current General Fund revenues less General Fund Transfers to Other Funds to finance General Fund capital projects. Other available financial resources include Undesignated Fund Balance, General Obligation Bonds, state and federal grants, and private development contributions, which are appropriated through a budget amendment upon approval of a project.

Proprietary Fund revenues are used to finance Proprietary Fund capital improvement projects. General Fund transfers may be used to finance Proprietary Fund capital projects.

The General Fund Capital Budget is appropriated in the City's multi-year CIP Fund. A financial analysis of the fund shall be conducted quarterly to analyze the status of the funding sources, and to review the project-to-date expenditures. Any project balances shall be re-programmed for other capital projects through a budget amendment process.

THE CIP REVIEW TEAM

A CIP Review Team (CIP Team) is responsible for reviewing capital project requests and providing recommendations annually to the City Manager and Planning Commission. This team is comprised of staff from the Office of the City Manager, the Department of Finance, the Department of Community Development, the Department of Public Works, the Department of Information Technology, the Police Department, the Fire-Rescue Department, the Parks and Recreation, and School Board staff from the office of the Director of Operations and the Technology Department. The Chief Financial Officer is responsible for the coordination of the CIP process, including the annual review, presentation to the Planning Commission, and the final adoption of the CIP by City Council.

THE CIP PROCESS

The overall goal of the CIP process is to develop CIP recommendations that:

1. preserve the City's past by investing in the upgrade of assets and infrastructure;
2. protect the present with improvements to City facilities, based on an analysis of costs of repair versus costs of replacement;
3. plan for future facilities and infrastructure that considers the annual cost for new service demands as a result of community growth or facilities and services that provide new or improved quality of life for all citizens; and
4. allow for flexibility to take advantage of economic opportunities that provide for public or private capital investment.

The CIP Team meets in October each year to update existing projects, remove projects, and add new projects. Capital projects are forwarded to the CIP Team by departments responsible for their implementation. In proposing a five-year capital plan, the CIP Team considers the feasibility of all proposed capital projects by evaluating their necessity, priority, location, cost, method of financing, availability of federal and state aid, and the necessary investment in the City's infrastructure. The CIP results from an annual review and a systematic process that advances subsequent years' items each fiscal year.

In December, the CIP is presented to the Planning Commission for review and discussion. A public hearing is held at a subsequent Planning Commission meeting in January to receive public comment. After the public hearing, the Planning Commission makes a recommendation concerning the CIP to City Council.

In January, the CIP, with the Planning Commission's recommendation, is presented to City Council, for additional review and discussion, and eventual consideration by Council.

CRITERIA FOR EVALUATING CAPITAL PROJECTS

The CIP Team uses the evaluation criteria stated below as a guide and assessment tool to determine the immediate, near-term, or long-term timing for scheduling capital projects:

1. The CIP shall execute the goals and objectives of the Comprehensive Plan adopted by City Council.
2. The development of the CIP shall be guided by the principles of lifecycle planning to ensure that long-term maintenance, renewal and replacement requirements are adequately addressed to protect the City's investment and maximize the useful life of facilities.
3. The CIP shall include major equipment and facilities, defined as, all fixed installations constructed and/or maintained with public funds, including buildings and structures, utilities and related improvements that have a useful life greater than 10 years.
4. The CIP shall include the fiscal impact of each project to include the total cost of the project and the annual maintenance and operating costs.
5. The CIP shall support the City's efforts to promote economic vitality and a high quality of life.
6. The CIP shall support the City's efforts to encourage the development of affordable and effective multi-use public facilities, as feasible.
7. The CIP shall be developed to provide facilities that are cost-effective, consistent with appropriate best practice standards, community standards, feasibility, and expectations of useful life.
8. The City shall endeavor to execute the projects as approved and scheduled in the CIP. Value engineering principles shall continue to be applied to appropriate capital projects. Changes in project scope, cost and scheduling shall be subject to close scrutiny.

CRITERIA FOR SCHEDULING CAPITAL PROJECTS

The following criteria shall be considered for purposes of scheduling projects in the CIP:

1. Project Urgency
 - a. Is the project required due to state or federal mandates?
 - b. Will the project improve unsatisfactory environmental, health and safety conditions?
 - c. What are the implications if the project is not built?
 - d. Does the project accommodate increases in demand for service?
2. Project Readiness
 - a. Are project-related research and planning completed?
 - b. Are the appropriate departments prepared to execute the project?
3. Project Phasing
 - a. Can the project be phased over multiple fiscal years?
 - b. Are funds readily available to finance the project?
 - c. Does the project have a net impact on the operating budget?
 - d. Does the project preserve previous capital investments or restore a capital facility to adequate operating condition?
4. Planning Questions
 - a. Is the project consistent with the Comprehensive Plan?
 - b. Can projects of similar use or purpose be co-located at one location?
 - c. Does the project increase the efficiency of the service delivery?
 - d. What are the number and types of citizens likely to benefit from the project?

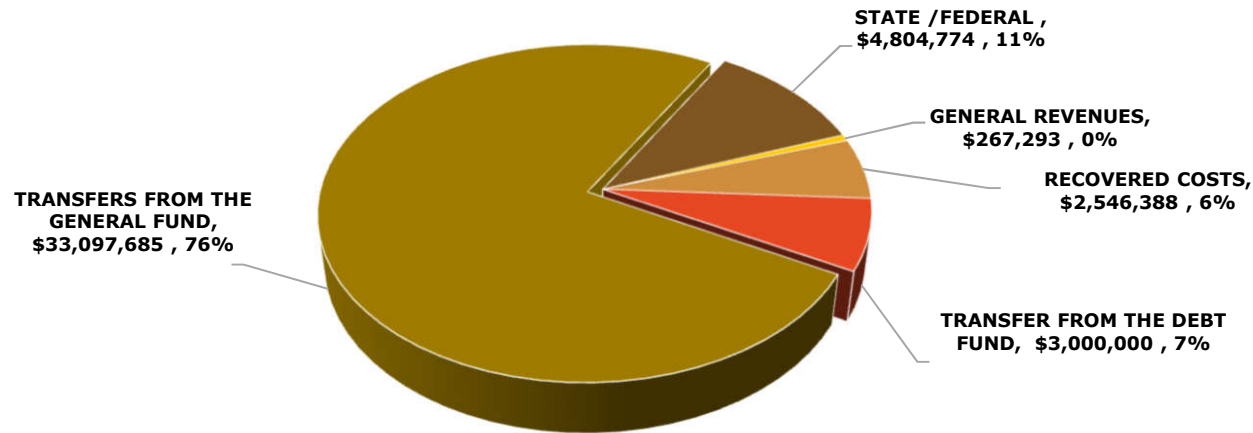
CAPITAL IMPROVEMENT PLAN SCHEDULE

October 22, 2018 @ 2:00 pm	CIP Committee meeting, Planning Conference Room
October - December 2018	Staff review and development of the proposed Capital Improvement Plan. All existing projects to be analyzed, estimated costs updated, and new proposed projects prioritized based on City needs or anticipated changes in the City's needs based on population changes, economic changes, infrastructure projects, etc.
December 10, 2018	Presentation and discussion of the DRAFT School Capital Improvement Plan -School Board worksession.
December 20, 2018	Presentation and introduction of the DRAFT Capital Improvement Plan to the City Planning Commission.
January 10, 2019	Presentation and discussion of the DRAFT Capital Improvement Plan with City Council of any project, funding proposal, priority of any project, changes to the plan.
January 14, 2019	Adoption of the School Capital Improvement Plan by the School Board.
January 17, 2019	Public hearing and consideration and adoption of the CIP by the Planning Commission.
January 24, 2019	Discussion and continued review with City Council of any project, funding proposal, priority of any project, changes to the plan.
February 14, 2019	Adoption of the Capital Improvement Plan by City Council.

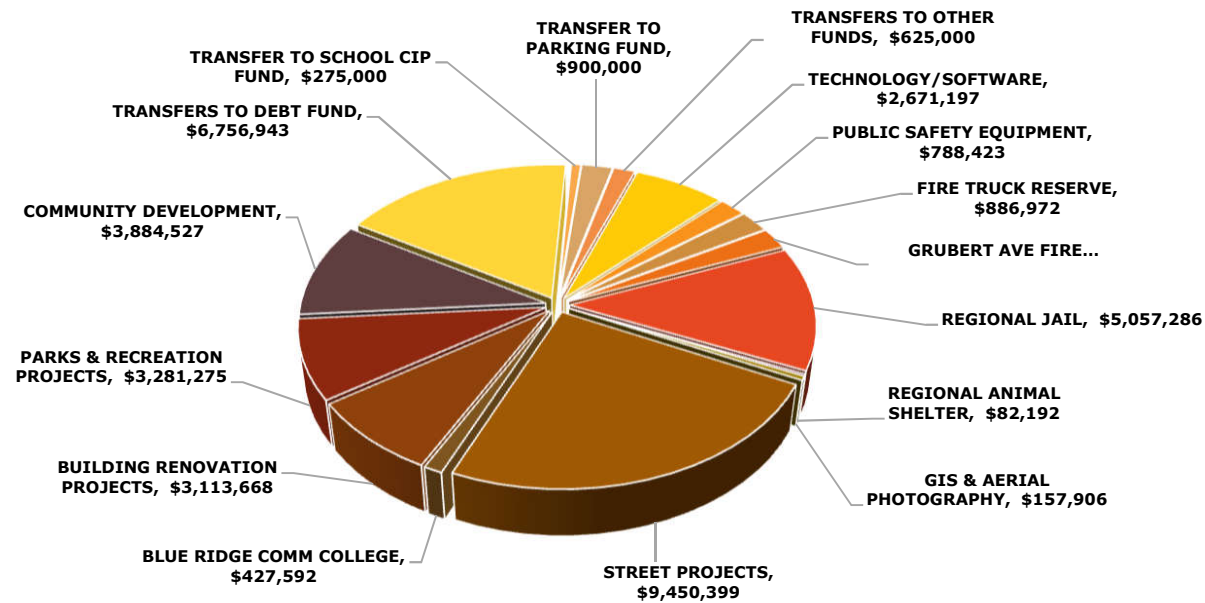
CIP COMMITTEE

Jeanne Colvin	Budget Manager
Cameron McCormick	Interim Director of Finance
Nickie Mills	City Engineer
Tom Sliwoski	Director of Public Works
Chris Tuttle	Director of Recreation
Rodney Rhodes	Senior Planner
Jim Williams	Police Chief
Scott Garber	Fire Chief
Kurt Plowman	Chief Technology Officer
William Vaughn	Director of Economic Development
Steven Rosenberg	Deputy City Manager
Earl McCray	Staunton City Schools-Director of Operations
Tom Lundquist	Staunton City Schools-Director of Technology

**CITY OF STAUNTON GENERAL FUND CIP ACTUAL REVENUES
FY2004 - FY2019
\$43,716,140**



**CITY OF STAUNTON GENERAL FUND CIP ACTUAL EXPENDITURES
FY2004 - FY2019
\$39,216,158**



CITY OF STAUNTON
GENERAL FUND CIP REVENUES - FINANCIAL UPDATE (OCTOBER 31,2018)

FY 2004 - FY2019			
	BUDGET	REVENUES TO DATE	BALANCE
CIP GENERAL REVENUE			
INTEREST INCOME	\$ 5,314	\$ 261,660	\$ (256,346)
MISCELLANEOUS REVENUE	4,950	5,633	(683)
RECOVERED COSTS-OPERATIONS	397,148	506,160	(109,012)
APPROPRIATION OF PRIOR YEAR FUND BALANCE	2,268,470	-	2,268,470
TRANSFER FROM DEBT SERVICE FUND	3,000,000	3,000,000	-
TRANSFER FROM THE GENERAL FUND	33,788,735	33,097,685	691,050
TOTAL GENERAL GOVERNMENT REVENUES	\$ 39,464,617	\$ 36,871,138	\$ 2,593,479
CIP CAPITAL GRANTS AND CONTRIBUTIONS			
RECOVERED COSTS- HEALTH DEPARTMENT BUILDING	\$ 24,530	\$ 17,840	\$ 6,690
TOTAL CIP CAPITAL GRANTS	\$ 24,530	\$ 17,840	\$ 6,690
PUBLIC WORKS- CAPITAL/NON-CAPITAL GRANTS			
COMMONWEALTH OF VIRGINIA-TRANSPORTATION	\$ 2,741,946	\$ 2,682,756	\$ 59,190
RECOVERED COSTS-MONTGOMERY AVENUE	11,333	11,333	-
RECOVERED COSTS- SEARS HILL BRIDGE	150,168	150,168	-
COMM OF VA- PRIMARY EXTENSION PAVING	455,673	455,673	-
COMMONWEALTH OF VIRGINIA- MISCELLANEOUS AID	102,273	97,299	4,974
RECOVERED COSTS- COCHRAN PARKWAY	1,883,747	1,860,887	22,860
FEDERAL GOV'T- MISCELLANEOUS	105,931	105,931	-
FEDERAL - SAFE ROUTES TO SCHOOL GRANTS	756,995	473,349	283,646
STATE/ FEDERAL GOV'T -CENTRAL AVENUE	1,418,345	195,402	1,222,943
TOTAL PUBLIC WORKS CAPITAL/NON-CAPITAL GRANTS	\$ 7,626,411	\$ 6,032,798	\$ 1,593,613
PARKS & RECREATION NON-CAPITAL GRANTS			
STATE AID-VDOT FUNDS	\$ 25,000	\$ 24,219	\$ 781
STATE AID-MISCELLANEOUS SLAF LAKE TAMS	210,978	210,978	-
TOTAL PARKS & RECREATION GRANTS	\$ 235,978	\$ 235,197	\$ 781
COMMUNITY DEVELOPMENT CAPITAL GRANTS			
COMM OF VA FRONTIER CENTER	\$ 100,000	\$ 100,000	\$ -
COMM OF VA- RR SMITH CENTER FUNDS	459,167	459,167	-
TOTAL COMMUNITY DEVELOPMENT GRANTS	\$ 559,167	\$ 559,167	\$ -
TOTAL CIP FUND REVENUES	\$ 47,910,703	\$ 43,716,140	\$ 4,194,563
TRANSFERS FROM THE GENERAL FUND			
FISCAL YEAR 2003	\$ 479,317		
FISCAL YEAR 2004	\$ 545,747		
FISCAL YEAR 2005	\$ 1,387,431		
FISCAL YEAR 2006	\$ 2,935,405		
FISCAL YEAR 2007	\$ 3,047,527		
FISCAL YEAR 2008	\$ 841,518		
FISCAL YEAR 2009	\$ 3,033,591		
FISCAL YEAR 2010	\$ 2,736,358		
FISCAL YEAR 2011	\$ 3,513,820		
FISCAL YEAR 2012	\$ 2,210,000		
FISCAL YEAR 2013	\$ 2,452,004		
FISCAL YEAR 2014	\$ 3,052,170		
FISCAL YEAR 2015	\$ 2,557,305		
FISCAL YEAR 2016	\$ 1,873,392		
FISCAL YEAR 2017	\$ 1,641,050		
FISCAL YEAR 2018	\$ 791,050		
FISCAL YEAR 2019	\$ 691,050		
TOTAL TRANSFERS FROM THE GENERAL FUND	\$ 33,788,735		

CITY OF STAUNTON
GENERAL FUND CIP PROJECTS - FINANCIAL UPDATE- October 31, 2018
FY 2004 - FY2019

	BUDGET	EXPENDITURES	BALANCE
GENERAL GOVERNMENT ADMINISTRATION			
FINANCIAL SOFTWARE	\$ 1,332,482	\$ 1,229,729	\$ 102,753
INFORMATION TECHNOLOGY EQUIPMENT	265,210	252,877	12,333
FIBER LOOP PROJECT	1,188,591	1,188,591	-
TOTAL GENERAL GOVERNMENT ADMINISTRATION	\$ 2,786,283	\$ 2,671,197	\$ 115,086
PUBLIC SAFETY EQUIPMENT/PROJECTS			
E911 TELEPHONE EQUIPMENT	\$ 102,166	\$ 102,166	\$ -
E911 CALL HANDLING EQUIPMENT	102,273	97,299	4,974
E911 RECORDING EQUIPMENT	150,000	150,011	(11)
FIRE STATION -GRUBERT AVENUE	857,778	857,778	-
FIRE TRUCK RESERVE	1,454,383	886,972	567,411
RADIO NARROWBAND PROJECT	500,000	438,947	61,053
REGIONAL JAIL RESERVE	5,376,286	5,057,286	319,000
REGIONAL ANIMAL SHELTER	125,000	82,192	42,808
TOTAL PUBLIC SAFETY PROJECTS	\$ 8,667,886	\$ 7,672,651	\$ 995,235
ENGINEERING PROJECTS			
ENGINEERING AERIAL PHOTOGRAPHY	\$ 141,440	\$ 141,440	\$ -
GIS SYSTEM	16,468	16,466	2
TOTAL ENGINEERING PROJECTS	\$ 157,908	\$ 157,906	\$ 2
STREET PROJECTS			
STREET IMPROVEMENT PROJECTS	\$ 1,569,559	\$ 1,350,308	\$ 219,251
URBAN STREET CONSTRUCTION 2% MATCH RESERVE ACCOUNT	407,185	1,057	406,128
URBAN STREET CONSTR 2% MATCH-CHURCHVILLE AVE	479,293	464,338	14,955
KALORAMA ST PROJECT	109,194	109,194	-
BOWLING STREET BRIDGE	335,592	335,592	-
HAILE STREET BRIDGE	322,955	322,955	-
MONTGOMERY AVENUE ROAD EXTENSION PROJECT	813,729	813,729	-
SEARS HILL BRIDGE COMMUNITY FOUNDATION ACCOUNT	170,875	170,875	-
SAFE ROUTES TO SCHOOL - SHELBURNE/ WARE SCHOOL	100,362	100,361	1
SAFE ROUTES TO SCHOOL- MCSWAIN SCHOOL	353,440	353,440	-
STATLER /RICHMOND RD -VDOT PROJECT GRANT-CITY MATCH	50,000	-	50,000
RICHMOND RD /GREENVILLE-VDOT PROJECT GRANT-CITY MATCH	35,000	-	35,000
CENTRAL AVENUE STREETScape-FEDERAL PROJECT	1,633,349	120,402	1,512,947
CENTRAL AVENUE STREETScape-CHESAPEAKE BAY GRANT	75,000	75,000	-
NEW SIDEWALKS	600,000	-	600,000
STATE ROUTE 1426 VDOT REVENUE SHARING PROJECT	2,110,000	1,789,303	320,697
BESSIE WELLER SAFE ROUTE TO SCHOOL GRANT	459,838	1,192	458,646
RICHMOND RD/COCHRAN PARKWAY	2,883,747	2,860,887	22,860
BRICK SIDEWALK PROJECTS	400,000	85,162	314,838
VDOT PRIMARY EXTENSION PAVING	455,673	455,664	9

CITY OF STAUNTON
GENERAL FUND CIP PROJECTS - FINANCIAL UPDATE- October 31, 2018
FY 2004 - FY2019

	BUDGET	EXPENDITURES	BALANCE
MARTIN LUTHER KING JR MEMORIAL SIGN	41,450	40,940	510
PUBLIC WORKS EQUIPMENT RESERVE	300,000	-	300,000
RT 11 / COMMERCE ROAD INTERSECTION	50,000	-	50,000
TOTAL STREET PROJECTS	\$ 13,756,241	\$ 9,450,399	\$ 4,305,842
EDUCATION			
BLUE RIDGE COMMUNITY COLLEGE	\$ 468,648	\$ 427,592	\$ 41,056
LEE HIGH SCHOOL PROJECT	1,300,000	-	1,300,000
TOTAL EDUCATION	\$ 1,768,648	\$ 427,592	\$ 1,341,056
BUILDING MAINTENANCE PROJECTS			
CITY HALL ROOF REPLACEMENT	\$ 85,306	\$ 85,306	\$ -
ART CENTER WALL REPAIR	196,481	196,481	-
CITY HALL FLOOR REPAIR	36,140	36,140	-
ENERGY SAVINGS PROJECT	1,480,181	1,480,181	-
MHP MOLD REMEDIATION	69,200	69,200	-
BUILDING MECHANICAL SYSTEMS	241,981	242,361	(380)
HEALTH DEPARTMENT BUILDING RENOVATIONS	169,841	169,840	1
BOOKER T BUILDING	266,818	262,603	4,215
LIBRARY FACILITY STUDY	40,000	40,000	-
FIRE STATION ROOF REPLACEMENT	845,000	185,035	659,965
PUBLIC SAFETY BUILDING/SCHOOL STORAGE BUILDING	40,000	39,339	661
COCHRAN JUDICIAL CENTER	256,682	256,682	-
PUBLIC WORKS BUILDING MAINTENANCE RESERVE	300,000	50,500	249,500
TOTAL PUBLIC WORKS BUILDING PROJECTS	\$ 4,027,630	\$ 3,113,668	\$ 913,962
PARKS, RECREATION, CULTURAL			
FOOTBALL STADIUM IMPROVEMENTS	\$ 60,578	\$ 60,578	\$ -
MHP SOCCER FIELDS	166,272	165,878	394
SKATEBOARD PARK	84,275	84,275	-
BOOKER T PLAYGROUND EQUIPMENT	20,209	20,209	-
GHP PLAYGROUND EQUIPMENT	93,402	93,402	-
MHP POOL BATHHOUSE REPAIRS	37,763	37,763	-
GHP QUARTERBACK CLUB RESTROOMS	70,000	70,000	-
MHP PLAYGROUND EQUIPMENT	90,000	90,000	-
GOLF COURSE IRRIGATION PROJECT	635,491	635,491	-
MONTGOMERY HALL PARK FIELD IMPROVEMENT	15,000	15,000	-
LANDSCAPE PLAN	153,069	153,069	-
GYPSY HILL PARK BANDSTAND REPAIRS	30,000	30,000	-
FIELDHOUSE PROJECT-FOOTBALL STADIUM	32,606	32,606	-
GHP POOL RENOVATIONS	500,000	492,565	7,435
LAKE TAMS PROJECT	382,637	382,637	-
LAKE TAMS PROJECT - SLAF	210,978	210,978	-

CITY OF STAUNTON
GENERAL FUND CIP PROJECTS - FINANCIAL UPDATE- October 31, 2018
FY 2004 - FY2019

	BUDGET	EXPENDITURES	BALANCE
GHP DUCK POND	76,106	76,106	-
MHP BATHROOM/ POOL	275,000	274,317	683
MOXIE STADIUM LIGHTING	52,055	52,055	-
STATLER BROTHERS TRIBUTE	29,030	29,030	-
GHP FENCE	71,115	71,115	-
BETSY BELL PICNIC SHELTER	75,000	-	75,000
GREENWAYS PROJECT	200,000	-	200,000
FOOTBALL STADIUM ADA IMPROVEMENTS	100,000	-	100,000
TOTAL PARKS, RECREATION, CULTURAL	\$ 3,460,586	\$ 3,077,074	\$ 383,512
LIBRARY			
LIBRARY AUTOMATION SYSTEM	\$ 204,201	\$ 204,201	\$ -
COMMUNITY DEVELOPMENT PROJECTS			
RR SMITH CENTER PROJECT	\$ 609,167	609,167	\$ -
PERFORMING ARTS CENTER	100,000	100,000	-
WOODROW WILSON PRESIDENTIAL LIBRARY	100,000	100,000	-
SHENANARTS	8,333	8,333	-
COUNTY COURTS PROJECT	127,453	99,060	28,393
CORRIDOR OVERLAY INCENTIVES	25,000	1,350	23,650
ECONOMIC DEVELOPMENT RESERVE	1,243,811	1,219,609	24,202
WESTERN STATE HOSPITAL DEVELOPMENT	595,434	595,434	-
STAUNTON CROSSING DEVELOPMENT	1,025,000	800,689	224,311
ENTERPRISE ZONE PROGRAM	55,000	21,823	33,177
ENTERPRISE ZONE PROGRAM- CADENCE	175,000	141,011	33,989
ENTERPRISE ZONE PROGRAM- CARDED GRAPHICS	130,521	100,000	30,521
FRONTIER CULTURE GRANT PROJECT	100,000	88,051	11,949
TOTAL COMMUNITY DEVELOPMENT	\$ 4,294,719	\$ 3,884,527	\$ 410,192
TRANSFERS TO OTHER FUNDS			
TRANSFER TO THE GENERAL FUND -HOTEL DEBT	\$ 600,000	\$ 600,000	\$ -
TRANSFER TO THE TROLLEY FUND -TROLLEY PURCHASE	25,000	25,000	-
TRANSFER TO DEBT SERVICE SINKING FUND	6,756,943	6,756,943	-
TRANSFER TO THE PARKING FUND	900,000	900,000	-
TRANSFER TO SCHOOL CIP FUND	275,000	275,000	-
TOTAL TRANSERS TO OTHER FUNDS	\$ 8,556,943	\$ 8,556,943	\$ -
CIP PROJECTS RESERVE -UNDESIGNATED PROJECTS	\$ 229,657	-	\$ 229,657
TOTAL GENERAL FUND CIP EXPENDITURES	\$ 47,910,703	\$ 39,216,158	\$ 8,694,544

City of Staunton
Comprehensive Plan - Priority Initiatives
(In No Particular Order)

Adopted 02-23-2012

A. OPEN SPACE/ENVIRONMENT

- 1. Conserve open space and protect the remaining environmentally sensitive areas in the Staunton-Augusta-Waynesboro region before they are faced with development pressures.**
 - a. Encourage developers to designate open space and environmentally sensitive areas first and then design developments around those elements.
 - b. Encourage and/or provide incentives for useable open space to be included in all existing and new developments.
 - c. Encourage appropriate use of agricultural-forestal districts.
 - d. Support efforts to preserve Betsy Bell and Mary Grey mountains. Enhance use of the public area at Betsy Bell and look into the feasibility of conservation easements for both Betsy Bell and Mary Grey.
 - e. Limit water and sewer access in areas slated for preservation and open space.
 - f. Support development of greenways in the City (especially along streams and creeks).
 - g. Work with organizations, agencies, and neighboring localities within the Staunton- Augusta-Waynesboro Region to:
 - i. Develop a regional inventory of environmentally sensitive areas which includes recovery or mitigation of environmentally sensitive areas already affected by development.
 - ii. Promote strong land conservation and direct development towards existing developed or designated growth areas through creation of compatible ordinances within the region.
 - iii. Continue efforts to address stormwater management.
 - iv. Begin planning for conservation of viewsheds and open space along both sides of Rt. 262.
 - v. Promote practices that preserve Lewis Creek as a natural asset to the region.
 - h. Discourage further development in the floodplains.
 - i. Follow the suggestions and implement the recommendations of the Central Shenandoah Valley's Regional All Hazards Mitigation Plan, paying particular attention to those elements directly related to Staunton.

City of Staunton
Comprehensive Plan - Priority Initiatives
(In No Particular Order)

Adopted 02-23-2012

- j. Protect and enhance streams and creeks in and around the City, including Lewis Creek, Asylum Creek, Gum Springs Branch, and Poague Run. Activities may include:
 - i. Monitor and improve the water quality. Utilize both public sector and volunteer resources.
 - ii. Organize volunteer litter clean-ups and encourage participation in the "Adopt- a-Stream" program.
 - iii. Educate public officials and the citizenry as to the roles that streams and creeks have played in the historical and economic development of the City and surrounding area. Examine ways to embrace them as economic and physical assets.
 - iv. Pursue potential development of nature observation stations along the stream and creek corridors.
 - v. Undertake riparian restoration where needed. Also encourage landowners to take advantage of cost-share programs for native tree and shrubs plantings along stream and creek corridors running through private lands.
 - vi. Work with Lewis Creek Watershed Advisory Committee to develop a citywide watershed recognizability program. Such as a standard "guard rail" at all stream crossings to draw residents attention to the presence of the streams passing below the road.
- k. Identify environmentally sensitive areas and assets for Staunton and develop plans for protecting these areas.
- l. Encourage identification and remediation of environmentally compromised areas of the City.

2. Encourage sustainability and conservation practices.

- a. Promote and support energy conservation.
- b. Seek alternative energy sources for buildings such as geothermal, green roofs, and water turbines.

B. COMMUNITY CHARACTER

- 1. Enhance the physical attractiveness of the City through a broad program addressing lighting, signage, and litter control; tree plantings and landscaping; and architecturally appropriate design standards for buildings or structures fronting corridors and thoroughfares.**
 - a. Support enhancement and priority implementation of the City's Master Landscaping Plan - especially along entrance corridors and the pedestrian network.

City of Staunton
Comprehensive Plan - Priority Initiatives
(In No Particular Order)

Adopted 02-23-2012

- b. Support increased landscaping of school grounds.
- c. Develop a homeowner landscaping and stormwater management education program to demonstrate the potential for beautification of neighborhoods, as well as environmental and financial advantages of landscaping. Along with education, provide planning assistance, design advice, and incentives for property owners' landscaping improvements.
- d. Work aggressively to prevent and control litter, through an extensive public education campaign demonstrating the environmental, health, and financial costs to taxpayers caused by littering.
- e. Seek ways to control light pollution. Examples may include, but are not limited to:
 - i. Developing education and incentive programs that highlight the environmental, health, and financial benefits of controlling light pollution and encourage appropriate light design and fixtures.
 - ii. Conducting an assessment of all City-owned facilities, schools, parks, and sports facilities to develop a plan for shielding and/or retro-fitting inappropriate lighting fixtures in order to reduce light trespass, up-lighting, and glare. Promote more energy efficient light sources. Begin shielding city street drop lighting fixtures until they can be retro-fitted with appropriate fixtures.
 - iii. Restricting light trespass from commercial and non-residential establishments onto residential properties. Encourage the shielding of commercial drop lighting until lighting can be retro-fitted with appropriate fixtures.
 - iv. Working with Dominion Virginia Power to supply more efficient, shielded dusk-to-dawn security lights for their customers.
 - v. Requiring appropriate lighting fixtures for all newly developed, redeveloped, or renovated commercial and public facilities. Working with lighting suppliers, contractors, and architects to use more energy efficient and appropriately designed lighting fixtures for their customers.
- f. Seek ways to control excessive pigeon, vulture, vermin, and deer populations.
- g. Continue to support, implement, and maintain an entryways and corridors overlay zone.

2. Preserve and capitalize on the City's rich historic and architectural character.

- a. Continue support for and cooperative efforts with the Historic Staunton Foundation.
- b. Continue City's emphasis on historic preservation and compliance with the historic preservation ordinance.

City of Staunton
Comprehensive Plan - Priority Initiatives
(In No Particular Order)

Adopted 02-23-2012

- c. Educate the public on the long-term importance (quality of life, financial, etc.) of maintaining historic standards, despite the added levels of review and requirements.
- d. Assess performance, strengths, and weaknesses of the current historic districts ordinance. Identify opportunities for improvements in achieving desired goals in the most effective manner with the least burden for property owners and developers.
- e. Look to areas beyond the boundaries of the current historic districts for opportunities to add to the districts or to create new districts.
- f. The City, working with neighborhoods and the Historic Staunton Foundation, should identify properties throughout the City of historic or architectural significance - especially those along entrance corridors, thoroughfares, and in transitional neighborhoods.
- g. Support historic preservation and tourism efforts in the City's historic districts. The five historic districts are the Beverley Historic District, the Wharf Historic District, the Stuart Addition Historic District, the Gospel Hill Historic District, and the Newtown Historic District.
- h. Support research into the historic structures in the traditional black community of the Johnson Street Area and possible eligibility as a historic district.
- i. Study potential for a Valley Museum of African-American History to be located at the Booker T. Washington Community Center.
- j. Develop a revolving loan fund (publicly funded, privately funded by the community, or a public-private partnership) to purchase, rehabilitate, and/or resell historic properties whose owners are unwilling or unable to properly maintain the properties.
- k. Take steps to preserve the architectural character of older neighborhoods that may not be included under the "historical" category, but are equally important to the look and feel of the city, especially pre- and post-WWII neighborhoods.
- l. When developed, redeveloped, or renovated, require commercial and retail structures that adjoin residential areas to utilize architectural facades and site features that are consistent with and/or complementary to the surrounding neighborhood(s).

C. PLANNING

1. Encourage appropriate new development that is well-planned, compatible, and contributes to the resource base of the City.

- a. Promote the development of Planned Unit Developments and Planned Business Developments with mixed uses, higher densities, more compact designs, usable open space, and protection of viewsheds and environmental features.
- b. Provide incentives for infill development.

City of Staunton
Comprehensive Plan - Priority Initiatives
(In No Particular Order)

Adopted 02-23-2012

- c. Require utilities in all new developments to be underground rather than overhead, where appropriate.
- d. Promote return of front porches and useable front yards. Examples may include, but are not limited to:
 - i. Encourage new residential parking structures and garages to be located to the side or rear of the home.
 - ii. Limit the number of houses in subdivisions with garages that protrude beyond the front building line.
 - iii. Encourage driveways and parking areas for single-family residential dwellings to terminate on the side or at the rear of houses, not in front (except on-street parking, where applicable).
- e. Educate the public, development community, local officials and staff on the principles and advantages of smart/good development (environmental, health, and financial) and of density and compact building options when properly planned in concert with public and private entities.
- f. Re-evaluate land use and zoning at Richmond Road and Frontier Drive extended to incorporate a mix of commercial, retail and light industrial uses.
- g. Work with the Frontier Culture Museum to encourage that the DeJarnette Property is developed in a manner compatible with Staunton's overall goals and objectives (i.e., architecturally appropriate designs and uses that complement the downtown efforts).
- h. Work with Augusta County to jointly plan the land uses along the Rt. 262 Loop, so that they are consistent with the goals and objectives of both localities; to minimize sprawl; to maintain limited access; and to ensure that residential areas adjoining the Loop do not become over-commercialized.
- i. Develop appropriate neighborhood-commercial service zones at the planned Springhill fly-over and at the Morris Mill Road interchange.
- j. Examine potential planned business uses for properties to the south and north of Rt. 250 West, where they meet Rt. 262.
- k. Work with the Virginia Department of Transportation to determine the appropriate location of additional access off Rt. 262.
- l. Develop a master plan for properties adjoining Rt. 262 both between I-81 and Rt.11 and between Rt. 11 and Springhill Road, including street access, utilities extensions, and appropriate land uses.
- m. Coordinate planning on corridors with efforts to promote quality of life and architectural character.

City of Staunton
Comprehensive Plan - Priority Initiatives
(In No Particular Order)

Adopted 02-23-2012

2. Develop compatible mixed uses as the norm, rather than the exception.

- a. Use zoning tools, design guidelines, and neighborhood and stakeholder input to encourage a balanced mix of uses within neighborhoods, especially transition areas.
- b. Encourage appropriate at-home businesses in residential areas and small business owners "living where you work" in commercial and transitional mixed-use zones.
- c. Encourage residential use of upper floors in downtown and in commercial areas that adjoin neighborhoods.

D. NEIGHBORHOODS AND HOUSING

1. Create walkable neighborhoods with emphasis on pedestrian safety and reducing the need for short vehicle trips by residents of high density neighborhoods adjoining major destinations such as the parks, schools, downtown, library, and neighborhood commercial areas.

- a. Make restoration and development of a quality pedestrian network a key priority for capital project funding and implementation. Also, initiate an extensive maintenance and enhancement program for existing sidewalks (including repair, landscaping, weed control, street trees, planting strips, and appropriate lighting) and encourage the City to include sidewalk improvements as part of the annual Public Works budget.
- b. Require appropriately landscaped and sized sidewalks within all new developments or major redevelopments with established design, performance, and maintenance standards for sidewalks based on area density and proximity to primary pedestrian destinations.
- c. Create a Pedestrian Access Plan and expand the City's Sidewalk Plan;
 - i. Map the current location of all existing sidewalks and identify widths, conditions, maintenance needs, and access to destinations.
 - ii. Create an implementation schedule for the development of an interconnected pedestrian network.
 - iii. Encourage other types of access beyond pedestrian access.
 - iv. Improve the continuity of sidewalks, pedestrian, and other forms of access throughout the City to improve the transition through neighborhoods and other parts of the City.

City of Staunton
Comprehensive Plan - Priority Initiatives
(In No Particular Order)

Adopted 02-23-2012

- d. Include "walkability" as a primary design criteria for all new public and private development and redevelopment projects.
- e. Begin a program to make existing, high-density neighborhoods that surround primary destinations more "pedestrian friendly" and make the destinations more accessible to residents of those neighborhoods.
- f. Maximize the safety of students utilizing the school "walk-zone" and encourage and enable walking to school through such programs as "Safe Routes To School".
- g. Complete the pedestrian corridor on Churchville Avenue to connect Downtown to Gypsy Hill Park.
- h. Pursue public safety efforts that ensure neighborhood streets along the pedestrian network are as safe as possible from high speed traffic and crime.
- i. New developments should be integrated into the surrounding neighborhood by requiring the connection of new roads to existing roads of the adjoining neighborhood if at all possible. Avoid cul-de-sacs & isolated neighborhoods if at all possible.
- j. Promote a mix of apartment houses, townhouses, duplexes with shops, small parks, offices, etc.

2. Ensure that Staunton's housing stock is an adequate mix to support the citizenry and the City's tax base.

- a. Work with agencies and the development community to identify ways to best maintain ample housing choices and affordability without concentrating lowest and highest income levels in one area.
- b. Limit the further breaking up of existing single family homes into multi-unit structures, while also promoting the development and use of accessory dwelling units (such as separate entrance basements, attics, over garages) where the owner lives on premises in the primary dwelling unit.
- c. Encourage and facilitate development of apartments, condominiums, and townhouses for upper floors of downtown commercial buildings.
- d. Develop a city-wide housing plan that addresses housing issues at all levels, including affordable housing, blighted areas, historic restoration, and housing for the elderly.
- e. Encourage the City and the Redevelopment and Housing Authority to take a more active role in addressing housing needs throughout the city.
- f. Seek ways to encourage potential homebuilders to choose established neighborhoods for appropriate infill projects where infrastructure and services already exist.

City of Staunton
Comprehensive Plan - Priority Initiatives
(In No Particular Order)

Adopted 02-23-2012

- g. Work with real estate agents and other groups to promote the attraction and distinctiveness of living in older neighborhoods.

E. REHABILITATION AND RE-USE

1. Promote the conservation and reuse of existing infrastructure and buildings.

- a. Provide tools and incentives for private rehabilitation of all older structures, not just those in historical or blighted neighborhoods (e.g., grants, low interest loans, planning and design, environmental hazard abatement advice and assistance, rehab strategy, tax abatement).
- b. Review the Rehab Abatement Program to see how it could be revised to allow for less extensive rehabilitation (than is currently required) for the homeowner to benefit.
- c. Educate the public on how to economically and safely address potential environmental hazards (lead paint, asbestos, and mold).
- d. Develop a revolving loan fund (publicly funded, privately funded by the community, or a public-private partnership) to rehabilitate and/or redevelop properties that do not fit the criteria for the Block-By-Block or Habitat For Humanity programs.
- e. Work with faith-based and community organizations to provide for general upkeep of homes where residents are physically or financially unable to maintain the property.
- f. Maintain a prioritized inventory of potential projects that organizations or volunteers could perform for the benefit of a neighborhood or the City in general.
- g. Continue to apply for funding from state, federal, private, and non-profit programs for neighborhood improvements throughout the City.
- h. Emphasize proactive maintenance of existing structures and properties.

2. Revitalize blighted and vacant properties.

- a. Continue support for and expansion of rehabilitation programs.
For example:
 - 1. Block By Block
 - 2. Habitat For Humanity

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(In No Particular Order)

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- b. Inventory vacant properties and buildings throughout the City and identify potential uses that could or would be viable with appropriate zoning changes.
- c. Encourage the City Treasurer to aggressively pursue the auction of tax delinquent or abandoned properties.
- d. Seek ways to address the issue of absentee landlords in blighted areas and aggressively encourage or require maintenance and upgrades of deteriorating properties.
- e. Develop a community partnership between public safety officials and residents to address issues of crime (particularly, drug dealing) in blighted neighborhood areas.

3. Redevelop older, high density areas where utilities and infrastructure already exist.

- a. Make neighborhood revitalization a high priority of the City.
- b. Develop plans and programs for retro-fitting existing single-use developments into walkable, mixed-use viable neighborhoods.
- c. Examine lot size, setback, and parking requirements for opportunities to improve flexibility in older neighborhoods and redevelopment areas.
- d. Encourage compatible, in-fill development on vacant lots.
- e. Encourage continued redevelopment of commercial brownfields areas.
- f. Develop a prioritized list of potential redevelopment opportunities. Provide planning and design assistance for potential investors and developers, as well as opportunities for public-private partnerships.
- g. Encourage compatible local businesses to locate within residential neighborhoods.
- h. Support efforts to improve and revitalize the business strip along West Beverley Street from Lewis Street to the intersection of West Beverley Street and Frederick Street at Thornrose Cemetery (Including mixed uses, where appropriate, on West Beverley from Jefferson to Thornrose).
- i. Support continued revitalization and redevelopment of the Johnson Street area.
- j. Support efforts to improve and revitalize the Central Avenue business corridor bounded by Lewis Street, Churchville Avenue, Augusta Street, and Frederick Street.

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(In No Particular Order)

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- k. Support efforts to improve and revitalize the business strip along West Beverley Street from Thornrose Cemetery to the city limits.
- l. Encourage appropriate reuse of the large vacant structures throughout the City such as the Staunton Manor property on Rt. 250 west.

F. TRANSPORTATION AND PARKING

1. Reduce the emphasis of parking quantity and increase the importance of parking design and use.

- a. Scale commercial parking requirements to typical use, rather than capacity use, by lowering the minimum level of parking required and limiting the total amount of hard surface parking permitted.
- b. Reduce parking requirements by allowing and promoting shared parking and dual use - especially for redevelopment, transitional areas, and planned mixed-use development.
- c. Require landscaping and a safe, user-friendly pedestrian network with designated walkways and crossings within commercial and public parking areas.
- d. Maintain incentives for retro-fitting excess hard surface commercial parking areas to landscaped areas.
- e. Where appropriate, move parking to side and rear of commercial and public buildings rather than the front.
- f. Examine ways to ensure maximum utilization of downtown parking garages and public lots.
- g. Consider extending local parking zones for neighborhoods adjoining Downtown. Minimize the cost and inconvenience of obtaining and using residential passes.
- h. Consider additional parking garages in the City.

2. Provide for a variety of transportation options and designs that balance pedestrian, bicycle, auto, and public transportation within the City and among key destinations.

- a. Develop alternative approaches to street designs in order to ensure that the roads and intersections are scaled to the neighborhoods.

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- b. Evaluate each new VDOT project from the standpoint of sidewalks, pedestrian safety, bicycle access, and the impact on existing neighborhoods before final design.
- c. Install traffic calming devices for heavily traveled thoroughfare streets that go through neighborhoods (example: Donaghe Street, Springhill Road, Grubert Avenue, Stuart Street, North Augusta) and streets going through school "walk-zones."
- d. Develop safe, designated street crossings and ingress/egress points so that pedestrians from adjoining high-density neighborhoods can walk to and from primary destinations (parks, schools, library, downtown, neighborhood commercial areas, etc.) without the need for short vehicle trips.
- e. Re-examine traffic routing patterns for opportunities in which through traffic might be dispersed or re-routed, rather than being concentrated through older, established neighborhoods.
- f. Maintain ways to provide tourists with easier access from Interstates 81 and 64 to downtown and traffic routing in and around the downtown area to ensure the best possible viewsheds for those entering the City's core.
- g. Collaborate with employers and neighboring localities to promote ride-sharing and at-home work options.
- h. Develop the Montgomery Avenue Connector Road.
- i. Maintain strong opposition to the Virginia Department of Transportation's proposed plan for a Service/Access Road Exit off I-81 for Staunton.
- j. Extend trolley routes and provide better information on schedules.
- k. Continue to make Staunton more bike-friendly by adding more bike racks, especially at trolley stops, creating more bike lanes especially as streets are built or widened, linking greenways with bike trails and paths, and reorienting sewer grates to make it easier for bikes to ride across.
- l. Pursue safe pedestrian networks in and between all neighborhoods.

G. PUBLIC SERVICE AND GOVERNMENT

- 1. Ensure quality and effective public services that meet the needs of residents and businesses while being proportionate to the City's economic base and resources.**

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a. Recreation:

- i. Provide appropriate facilities and programs to adequately meet the recreational needs of the general community.
- ii. Continue to support and provide facilities for active and passive recreation activities that provide opportunities for social interaction, including soccer, baseball, softball, football, basketball, swimming, skateboarding, rollerblading, crafts, knitting, and birdwatching.
- iii. Work with the local YMCA and similar organizations to provide joint programs and to supplement each other's offerings.
- iv. Maintain a wide variety of recreation programs for seniors.
- v. Continue to support the network of parks; small and large.

b. Public Safety:

- i. Closely monitor personnel and equipment needs of the public safety departments (police, fire, rescue) to ensure that an optimum level of public safety and protection is maintained for Staunton's citizens, homes, and businesses.
- ii. Continue and promote public safety education and prevention programs for police, fire, and rescue services in schools, neighborhoods, and other settings.
- iii. Develop a volunteer "Crime Watch" program for parks, public areas, and along the pedestrian network leading to and from destinations.
- iv. Develop a "Fire Watch" program for any areas of the city that border forested lands and have high potential for wildfires.
- v. Continue support for "closest to call" joint response agreement with Augusta County Fire Department.
- vi. Ensure that the City is prepared in the event of a natural disaster or terrorism here or in neighboring regions where it could significantly affect the City or its residents.

c. Schools:

- i. Support efforts to maintain a quality school system, but recognize the constraints of the City's entire budget.

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- ii. Encourage the continued renovation and upgrade of existing, neighborhood-based schools.
- iii. Encourage more utilization of schools as neighborhood focal points and gathering centers for after hours and community activities when schools are not in session.
- iv. Study potential for utilizing school grounds and playgrounds as neighborhood "miniparks" on weekends and during summers when schools are out of session.
- v. Continue to capitalize on the excellent schools, colleges, and universities in the region to assist with the implementation of planning objectives. Utilize student interns and classes to conduct research; and seek input from professors and students in developing innovative options and in evaluating alternative approaches.

d. Library:

- i. Support continued maintenance/enhancement of the Library facilities and encourage family-friendly programs and services.

e. Social Services:

- i. Ensure that Staunton only has responsibility for a proportionate number of social service clients for its size and capabilities.

f. Utilities and Infrastructure:

- i. Discourage extension of water and sewer utilities into areas where they might promote the development of identified environmentally critical areas.
- ii. Continue to fund and seek funding for critical stormwater control facilities and flood mitigation activities.
- iii. Continue to require sidewalks and curb and guttering for all new developments and major renovations, but allow for flexibility in design, so long as the edge of the street is maintained and stormwater is controlled.
- iv. Make the City of Staunton a model of energy efficiency and renewable energy utilization. Encourage green initiatives and integrate emerging technologies.

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- 2. Ensure that the regulatory and approval processes make it easier and more profitable to attract and maintain the type of development the community desires.**
 - a. Work with stakeholders (including developers, contractors, investors, real estate agents, architects, land surveyors, and bankers) to evaluate the regulatory and approval processes.
 - b. Develop zoning regulations and design goals in a graphical / pictorial format.

H. ECONOMIC DEVELOPMENT/TOURISM

- 1. Continue development of a vibrant and active downtown area with enhanced business and residential opportunities.**
 - a. Continue to support the Staunton Downtown Development Association and the downtown revitalization efforts.
 - b. Support efforts of Staunton Cultural Development Alliance, American Shakespeare Center, Woodrow Wilson Presidential Library, R.R. Smith Center for History and Art, Staunton Performing Arts Center, Frontier Culture Museum, and others to expand arts and cultural opportunities for Staunton's residents and visitors.
 - c. Encourage development and redevelopment that stimulates increased pedestrian activity in the downtown and adjoining transitional areas.
 - d. Promote outdoor dining, outdoor sales by downtown businesses, festivals, community gatherings, and other activities that encourage pedestrian activity and increase social interaction in the downtown area.
 - e. Pursue the establishment of more "basic services" businesses such as a grocery store, laundry, and pharmacy for residents of downtown and adjoining neighborhoods.
 - f. Pursue the establishment of more downtown businesses that cater to children and families.
 - g. Continue to educate commercial owners and potential business operators on the benefits available within enterprise zones.
 - h. Continue to work with the County of Augusta to pursue alternatives to maintain the Augusta County Court facilities in Downtown Staunton.
- 2. Aggressively pursue an economic development program that strengthens and broadens the City's economic base, with an emphasis on living wage opportunities desirable to the local citizenry.**
 - a. Support the goals of the City's Economic Development Plan, including:

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- i. Short Term Priorities:
 - Destination retail
 - Tourism
 - White collar service businesses
 - Manufacturing (for industrial parks)
- ii. Long Term Priorities:
 - Workforce skill development
 - Development of higher paying jobs
 - Small business development
- b. Promote and fill the Green Hills Industrial Park and the Staunton Gateway.
- c. Work cooperatively with Augusta County and Waynesboro to achieve joint economic development goals.
- d. Continue to endorse the Central Shenandoah Valley's Regional Strategic Initiatives.
- e. Actively participate in the Shenandoah Valley Partnership, the Shenandoah Valley Technology Council, the Shenandoah Valley Workforce Investment Board, the Central Shenandoah Planning District Commission, and similar organizations that promote the economic health and well-being of Central Shenandoah Valley residents and businesses.
- f. Support the efforts of the Staunton Convention and Visitors Bureau, American Shakespeare Center, Woodrow Wilson Presidential Library, R. R. Smith Center for History and Art, Staunton Performing Arts Center, Frontier Culture Museum, and others to make Staunton and the surrounding area a tourism destination.
- g. Pursue development of key special projects including the Globe Theater, and the Staunton Performing Arts Center.
- h. Work cooperatively with Augusta County and Waynesboro, as well as the Shenandoah Valley Travel Association to achieve joint tourism goals.
- i. Support an agricultural processing plant in the area to give farmers a way to market and process farm products locally.
- j. Encourage medical and educational uses in the downtown area.
- k. Maintain support for a "green business" incubator located in Staunton.

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3. Encourage a demographically diverse and growing population.

- a. Recruit a mix of young professionals, families, and recent retirees to Staunton.
- b. Develop incentives for young adults to return to the city after completing college or after starting a family.
- c. Capitalize on the financial resources and life experiences that new retirees bring to the City.
- d. Ensure adequate facilities and programs are available to support the City's older citizens.
- e. Empower Staunton's older citizens to remain active in the community. Encourage volunteerism, promote the hiring of seniors, and foster an Advisors Guild or Mentor Program in which retired persons share their knowledge and talents with young people.

4. Actively encourage public and stakeholder participation and input for land use and development decisions.

- a. Promote and help groups like Community Involvement and Awareness, Rebuilding Augusta, Habitat for Humanity, as well as faith-based, civic, and service organizations to play key roles in neighborhood improvement and revitalization efforts - especially in older, established neighborhoods. Strongly encourage development of neighborhood and commercial associations, such as the Newtown Neighborhood Association and the Newtown Center Business Guild.
- b. Assist neighborhood groups in conducting "neighborhood visioning" exercises to design specific goals for neighborhoods and to identify area needs and desires.
- c. Bring the development community (including developers, investors, contractors, architects, real estate agents, bankers, and business owners), as well as other key stakeholders, into the neighborhood visioning processes for a private sector perspective on how neighborhoods might be developed, redeveloped, or rehabilitated.
- d. Hold joint meetings at least annually, or more often as needed, between Staunton, Augusta County, and Waynesboro Planning Commissions to identify regional solutions to common issues and objectives.

**CITY OF STAUNTON
CAPITAL IMPROVEMENT PLAN
GENERAL FUND
FY2017- 2018**

DEPARTMENT		PROPOSED FUNDING SOURCE	PROJECT DESCRIPTION	PROJECT ESTIMATE	COMPREHENSIVE PLAN PRIORITY INITIATIVE	OPERATIONS/ MAINTENANCE COSTS
PUBLIC SAFETY						
FIRE DEPARTMENT	* *	GF 2018 & CIP FUNDS	Fire Truck Replacement Reserve - \$150,000 GF Budget, and \$50,000 CIP Funds (Radio Project Balance 39044210-58479)	\$ 200,000	Public Service and Government (Sec. G.1.b.i)	Annual Preventive Maintenance
FIRE DEPARTMENT	*	CIP FUNDS	Phase I. Architectural study services for the renovation / expansion of Station 1- use Fire Station Roof Project funds already appropriated -CIP account (39044210-58479)	\$ 20,000	Public Service and Government (Sec. G.1.b.i)	Annual Preventive Maintenance
PUBLIC WORKS						
<u>PUBLIC WORKS - STREET PROJECTS</u>						
URBAN STREET PROGRAM	*	GF 2018	VDOT Street Construction Projects -City Match Funds	\$ 50,000	Transportation and Parking (Sec. F.2.a and F.2.b)	N/A
BRICK SIDEWALKS	*	GF 2018	Annual funding source for sidewalk replacement projects to replace concrete sidewalks with brick	\$ 100,000	Transportation and Parking (Sec. F.2.a)	Annual Maintenance
NEW SIDEWALKS	*	GF 2018	Annual funding source for new sidewalk projects and match funds for VDOT grant programs for sidewalks	\$ 100,000	Transportation and Parking (Sec. F.2.a)	Annual Maintenance
PUBLIC WORKS EQUIPMENT FUND	*	BA 2017	Annual funding source for acquisition of major equipment for General Fund Streets Division > \$100,000	\$ 100,000	NA	Annual Preventive Maintenance
CENTRAL AVENUE PROJECT	*	VDOT- TAP GRANT	Central Avenue Streetscape - Install brick sidewalks, ornamental lighting, crosswalks, and underground utilities in this area as the next phase of streetscape improvements. A Federal Grant of \$1,022,826 has been awarded to the City for this project. Additional City funds of \$190,004, plus an additional \$100,000 added FY2016-2017. TOTAL = \$1,312,830. PROJECT UPDATE: OCTOBER 27, 2016 -COST ESTIMATE = \$1,712,830- VDOT TAP Grant was awarded for the balance of funding-\$480,295.	\$ 480,295	Rehabilitation and Reuse (Sec. E.3.h)	Annual Maintenance
STAUNTON CROSSING ROAD EXTENSION	*	VDOT- SYIP AND SMARTSCALE GRANT PROJECT	Extend Crossing Way through the Staunton Crossing development site and connect to Valley Center Drive. Project elements include 3,960 LF of street with a roundabout, a 100 space Park and Ride Facility and Transit Stop, electric car charging station, bus shelter, and a shared use path. Funding from \$1.9 million excess Staunton Six Year Improvement Plan (SYIP) funds and a Proposed \$6,865,000 VDOT Smartscale Grant-	\$ 8,765,000	Economic Development/ Tourism (Sec. H.2.b)	Annual Maintenance
RT 262/ COMMERCE ROAD INTERSECTION IMPROVEMENTS	*	CIP FUNDS	Improve left turn lane by removing median barrier to eliminate truck traffic stacking at intersection -CIP account (39044130-58456)	\$ 50,000	Transportation and Parking (Sec. F.2.b)	Annual Maintenance
<u>PUBLIC WORKS- BUILDINGS</u>						
PUBLIC WORKS BUILDING FUND	*	BA 2017	Annual funding source for major repairs to City buildings to include replacement of HVAC systems, roof, structural repairs, etc.	\$ 100,000	NA	Annual Preventive Maintenance
<u>RECREATION</u>						
GREENWAYS PROJECT	*	BA 2017	Paved bike and pedestrian paths, landscaping, purchase of properties and easements to implement first phase of the Staunton Greenways Plan	\$ 100,000	Transportation and Parking (Sec. F.2.k and F.2.i)	Annual Maintenance

**CITY OF STAUNTON
CAPITAL INVESTMENT PROGRAM
GENERAL FUND
FY2017- 2018**

DEPARTMENT	PROPOSED FUNDING SOURCE	PROJECT DESCRIPTION	COST	COMPREHENSIVE PLAN PRIORITY INITIATIVE	OPERATIONS/ MAINTENANCE COSTS
EDUCATION					
BLUE RIDGE COMMUNITY COLLEGE *	GF 2018	Annual Share of BRCC Capital Building Fund	\$ 41,050	NA	N/A to City
TRANSFER TO DEBT SERVICE FUND					
LEE HIGH SCHOOL *	BA 2017	Transfer to the Debt Service Fund for the Lee High School project	\$ 750,000	Public Service and Government (Sec. G.1.c.i and G.1.c.ii)	N/A to City
TOTAL FY2018 CIP PLAN			\$ 10,856,345		
FUNDING SOURCES:					
	GF 2018	General Fund Budget Transfer - FY2018 Budget	\$ 441,050		
	VDOT GRANT	VDOT TAP Grant	\$ 480,295		
	VDOT GRANT	VDOT Excess Project Funds and a Smartscale Grant	\$ 8,765,000		
	CIP FUND	Balance of Appropriated CIP Funds (39044210-58479 / 39033210-58473 / 39044130-58456)	\$ 120,000		
	BA 2017	FY2017 Budget Amendment from FY2016 End of Year Balance- Transfer to CIP Fund	\$ 1,050,000		
TOTAL FUNDING SOURCES			\$ 10,856,345		

**CITY OF STAUNTON
CAPITAL IMPROVEMENT PLAN
GENERAL FUND
FY2018 - 2019**

DEPARTMENT	PROPOSED FUNDING SOURCE	PROJECT DESCRIPTION	PROJECT ESTIMATE	COMPREHENSIVE PLAN PRIORITY INITIATIVE	OPERATIONS/ MAINTENANCE COSTS
PUBLIC SAFETY					
FIRE DEPARTMENT	* GF 2019	Fire Truck Replacement Reserve	\$ 200,000	Public Service and Government (Sec. G.1.b.i)	Annual Preventive Maintenance
PUBLIC WORKS					
<u>PUBLIC WORKS - STREET PROJECTS</u>					
URBAN STREET PROGRAM	* GF 2019	VDOT Street Construction Projects -City Match Funds	\$ 50,000	Transportation and Parking (Sec. F.2.a and F.2.b)	Annual Maintenance
STREETS	* GF 2019	City ineligible streets and/or City parking lots- improvements/slurry seal/re-paving	\$ 150,000	Transportation and Parking (Sec.F.2.a)	Annual Maintenance
BRICK SIDEWALKS	* GF 2019	Annual funding source for sidewalk replacement projects to replace concrete sidewalks with brick	\$ 100,000	Transportation and Parking (Sec.F.2.a)	Annual Maintenance
NEW SIDEWALKS	* GF 2019	Annual funding source for new sidewalk projects and match funds for VDOT grant programs for sidewalks	\$ 100,000	Transportation and Parking (Sec.F.2.a)	Annual Maintenance
PUBLIC WORKS EQUIPMENT FUND	* GF 2019	Annual funding source for acquisition of major equipment for General Fund Streets Department > \$100,000	\$ 100,000	NA	Annual Preventive Maintenance
<u>PUBLIC WORKS- BUILDINGS</u>					
PUBLIC WORKS BUILDING FUND	* GF 2019	Annual funding source for major repairs to City buildings to include replacement of HVAC systems, roof, structural repairs, etc.	\$ 100,000	NA	Annual Preventive Maintenance
RECREATION					
GREENWAYS PROJECT	* BA 2018	Paved bike and pedestrian paths, landscaping, purchase of properties and easements	\$ 100,000	Transportation and Parking (Sec. F.2.k and F.2.l)	Annual Maintenance
FOOTBALL STADIUM	* BA 2018	Improvements to the football stadium to provide ADA handicap access	\$ 100,000	Public Service and Government (Sec. G.1.a.i)	Annual Maintenance
EDUCATION					
BLUE RIDGE COMMUNITY COLLEGE	* GF 2019	Annual Share of BRCC Capital Building Fund	\$ 41,050	NA	N/A to City
TOTAL FY2019 CIP PLAN			\$ 1,041,050		
FUNDING SOURCES:					
	GF 2019	General Fund Budget Transfer - FY2019 Budget	\$ 691,050		
	BA 2018	FY2018 Budget Amendment from FY2017 Prior Year Fund Balance-Transfer to CIP Fund	\$ 350,000		
TOTAL FUNDING SOURCES			\$ 1,041,050		

**CITY OF STAUNTON
CAPITAL IMPROVEMENT PLAN
GENERAL FUND
FY2019 - 2020**

DEPARTMENT		PROPOSED FUNDING SOURCE	PROJECT DESCRIPTION	PROJECT ESTIMATE	COMPREHENSIVE PLAN PRIORITY INITIATIVE	OPERATIONS/ MAINTENANCE COST
PUBLIC SAFETY						
FIRE DEPARTMENT	*	GF 2020 / BA 2019	Fire Truck Replacement Reserve	\$ 250,000	Public Service and Government (Sec. G.1.b.i)	Annual preventive maintenance
PUBLIC WORKS						
URBAN STREET PROGRAM	*	GF 2020	VDOT Urban Street Construction Projects -City Match Funds	\$ 50,000	Transportation and Parking (Sec. F.2.a and F.2.b)	Annual maintenance
STREETS	*	GF 2020	City ineligible streets and/or City parking lots- improvements/slurry seal/re-paving	\$ 150,000	Transportation and Parking (Sec. F.2.a)	Annual maintenance
RICHMOND AVENUE- STATLER BOULEVARD INTERSECTION		VDOT SMARTSCALE PROJECT	Improvements for traffic congestion and pedestrian safety. Improvements include the addition of a second southbound left turn lane from Statler Boulevard onto Richmond Avenue by converting the southbound through lane to a through-left combination. Also includes median modifications on Richmond Avenue to include reconstruction of median on Richmond Avenue to accommodate the dual left turn movement from Statler Boulevard.	\$ 579,000	Public Service and Government (Sec. F.2.a, F.2.b)	Annual maintenance
BRICK SIDEWALKS	*	GF 2020	Annual funding source for sidewalk replacement projects to replace concrete sidewalks with brick	\$ 100,000	Transportation and Parking (Sec. F.2.a)	Annual maintenance
NEW SIDEWALKS	*	GF 2020	Annual funding source for new sidewalk projects and match funds for VDOT grant programs for sidewalks	\$ 100,000	Transportation and Parking (Sec. F.2.a)	Annual maintenance
PUBLIC WORKS EQUIPMENT FUND	*	GF 2020	Annual funding source for acquisition of major equipment for General Fund Streets Department > \$100,000	\$ 100,000	NA	Annual preventive maintenance
PUBLIC WORKS BUILDING FUND	*	GF 2020	Annual funding source for major repairs to City buildings to include replacement of HVAC systems, roof, structural repairs, etc.	\$ 100,000	NA	Annual preventive maintenance
ECONOMIC DEVELOPMENT						
STAUNTON CROSSING- DEMOLITION OF BUILDINGS	*	BA 2019 / PROPOSED GRANT	Staunton Crossing development- demolition of old WSH buildings. Move to FY2019/2020 from FY2018. Funding proposed in FY2019 Budget Amendment and a proposed \$500,000 grant from the Virginia Economic Development Partnership for a Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund Remediation Grant. City Council approved the grant application October 25, 2018.	\$ 2,500,000	Economic Development/Tourism (Sec. H.2.b)	Annual maintenance of fields and lawn
RECREATION						
GREENWAYS PROJECT	*	BA 2019	Paved bike and pedestrian paths, landscaping, purchase of properties and easements	\$ 100,000	Transportation and Parking (Sec. F.2.k and F.2.l)	Annual maintenance
GYPSY HILL PARK	*	BA 2019	Replace two bathrooms at west end of park	\$ 350,000	Public Service and Government (Sec G.1.a.i)	Annual preventive maintenance

**CITY OF STAUNTON
CAPITAL IMPROVEMENT PLAN
GENERAL FUND
FY2019 - 2020**

DEPARTMENT	PROPOSED FUNDING SOURCE	PROJECT DESCRIPTION	COST	COMPREHENSIVE PLAN PRIORITY INITIATIVE	OPERATIONS/ MAINTENANCE COST
EDUCATION					
BLUE RIDGE COMMUNITY COLLEGE *	GF 2020	Annual Share of BRCC Capital Building Fund	\$ 41,050	NA	N/A to City
EDUCATION-STAUNTON CITY SCHOOLS					
BUILDING MAINTENANCE REPAIRS *	BA 2019	Transfer to City Schools CIP Fund for Building Maintenance Repairs-roofs, HVAC systems, Technology	\$ 200,000	Public Service and Government (Sec. G.1.c.i and G.1.c.ii)	N/A to City
TOTAL FY2020 CIP PLAN			\$ 4,620,050		
FUNDING SOURCES:					
	GF 2020	General Fund Budget Transfer - FY2020 Budget	\$ 841,050		
	VDOT GRANT	VDOT SmartScale Grant Project - Richmond Road/Statler Boulevard	\$ 579,000		
	BROWNFIELDS GRANT	Proposed Virginia Economic Development Partnership Brownfields Grant	\$ 500,000		
	BA 2019	Proposed FY2019 Budget Amendment from FY2018 Year Fund Balance-Transfer to CIP Fund	\$ 2,700,000		
TOTAL FUNDING SOURCES			\$ 4,620,050		

**CITY OF STAUNTON
CAPITAL IMPROVEMENT PLAN
GENERAL FUND
FY2020- 2021**

DEPARTMENT		PROPOSED FUNDING SOURCE	PROJECT DESCRIPTION	PROJECT ESTIMATE	COMPREHENSIVE PLAN PRIORITY INITIATIVES	OPERATIONS/ MAINTENANCE COSTS
PUBLIC SAFETY						
FIRE DEPARTMENT	*	GF 2021	Fire Truck Replacement Reserve	\$ 250,000	Public Service and Government (Sec. G.1.b.i)	Annual preventive maintenance
POLICE DEPARTMENT RADIOS	*	BA2020	Replace police department radio equipment	\$ 500,000	Public Service and Government (Sec G.1.b.i)	Annual maintenance contract fees
PUBLIC WORKS						
URBAN STREET PROGRAM	*	GF 2021	VDOT Urban Street Construction Projects -City Match Funds	\$ 100,000	Transportation and Parking (Sec. F.2.a and F.2.b)	Annual Maintenance
STREETS	*	GF 2021	City ineligible streets and/or City parking lots- improvements/slurry seal/re-paving	\$ 150,000	Transportation and Parking (Sec. F.2.a)	Annual Maintenance
STREETS	*	GF 2021	Adaptive traffic control system for Downtown Corridors	\$ 115,000	Transportation and Parking (Sec. F.2.a)	Annual Maintenance
STREETS- STATLER/COALTER ADA COMPLIANT SIGNALS/ CROSSWALK	*	GF 2021 STREET MNTCE FUNDS	Upgrade existing traffic signal at Statler / Coalter Streets to add handicap crosswalks and pedestrian signals- MOVED FROM FY2018 UPDATED COST TO \$80,000 from \$60,000	\$ 80,000	Transportation and Parking (Sec. F.2.a)	Annual Maintenance
BRICK SIDEWALKS	*	GF 2021	Annual funding source for sidewalk replacement projects to replace concrete sidewalks with brick	\$ 100,000	Transportation and Parking (Sec. F.2.a)	Annual maintenance
NEW SIDEWALKS	*	GF 2021	Annual funding source for new sidewalk projects and match funds for VDOT grant programs for sidewalks	\$ 100,000	Transportation and Parking (Sec. F.2.a)	Annual maintenance
PUBLIC WORKS EQUIPMENT FUND	*	GF 2021	Annual funding source for acquisition of major equipment for General Fund Streets Department > \$100,000	\$ 100,000	NA	Annual preventive maintenance
PUBLIC WORKS BUILDING FUND	*	GF 2021	Annual funding source for major repairs to City buildings to include replacement of HVAC systems, roof, structural repairs, etc.	\$ 100,000	NA	Annual preventive maintenance
BESSIE WELLER ELEM SCHOOL	*	VDOT GRANT / LOCAL MATCH	Phase 2. Bessie Weller Elementary School - Safe Routes to Schools Infrastructure Grant Match. Project to include road and entrance improvements for safety to reduce traffic congestion, traffic separation of school buses and parent transportation vehicles, and expansion of the parking lot for staff, visitors, parent/school events. Proposed VDOT Grant = \$800,000 and City match funds = \$200,000. MOVE PROJECT TO FY2021 FROM FY2020	\$ 1,000,000	Transportation and Parking (Sec. F.2.a, F.2.b and F.2.d)	Annual maintenance
POLICE DEPARTMENT BUILDING	*	BONDS	Purchase a building and re-locate the Police Department to another site- MOVE PROJECT TO FY2021 FROM FY2020	\$ 7,000,000	Public Service and Government (Sec. G.1.b.i)	Annual maintenance/ Debt payments
FIRE STATION #1	*	BONDS	Renovate Station #1 on Central Avenue, interior renovations and install a new roof structure- MOVE PROJECT TO FY2021 FROM FY2020	\$ 4,500,000	Public Service and Government (Sec. G.1.b.i)	Annual maintenance/ Debt payments
BUILDING MAINTENANCE- GHP PUMPHOUSE	*	BA 2020	Restore old pumphouse in GHP. Renovate bathroom and upgrade building to modern building codes, building is not ADA compliant. MOVE PROJECT TO FY2021 FROM FY2020.	\$ 225,000	Public Service and Government (Sec G.1.a.i)	Annual preventive maintenance
STREET IMPROVEMENTS FOR BICYCLE & PEDESTRIAN PLAN	*	BA 2020	Staunton Bicycle & Pedestrian Plan- May 2018. Install signalized crossings at various intersections for pedestrian safety.	\$ 100,000	Transportation and Parking (Sec. F.2.a)	Annual maintenance

**CITY OF STAUNTON
CAPITAL IMPROVEMENT PLAN
GENERAL FUND
FY2020- 2021**

DEPARTMENT		PROPOSED FUNDING SOURCE	PROJECT DESCRIPTION	PROJECT ESTIMATE	COMPREHENSIVE PLAN PRIORITY INITIATIVES	OPERATIONS/ MAINTENANCE COSTS
RECREATION						
GREENWAYS PROJECT	*	BA 2020	Paved bike and pedestrian paths, landscaping, purchase of properties and easements	\$ 100,000	Transportation and Parking (Sec. F.2.k and F.2.l)	Annual maintenance
MONTGOMERY HALL PARK	*	BA 2020	Construct a new picnic shelter at the 1st tee on the disc golf course. MOVE PROJECT TO FY2021 FROM FY2020	\$ 85,000	Public Service and Government (Sec G.1.a.i and G.1.a.ii))	Annual maintenance
EDUCATION						
BLUE RIDGE COMMUNITY COLLEGE	*	GF 2021	Annual Share of BRCC Capital Building Fund	\$ 41,050	N/A	N/A to City
EDUCATION-STAUNTON CITY SCHOOLS						
BUILDING MAINTENANCE REPAIRS	*	GF 2021	Transfer to City Schools CIP Fund for Building Maintenance Repairs-roofs, HVAC systems, technology	\$ 200,000	Public Service and Government (Sec. G.2.c.i and G.1.c.ii)	N/A to City
TOTAL FY2021 CIP PLAN				\$ 14,846,050		
FUNDING SOURCES:						
		GF 2021	General Fund Budget Transfer - FY2021 Budget	\$ 1,256,050		
		VDOT GRANT	Proposed VDOT Safe Route to Schools Grant- Bessie Weller Project	\$ 800,000		
		BONDS	General Obligation Bonds- Police and Fire Buildings	\$ 11,500,000		
		BA 2020	Proposed FY2020 Budget Amendment from FY2019 Year Fund Balance- Transfer to CIP Fund	\$ 1,210,000		
		STREET MNTC FUNDS	FY2021 General Fund Budget- Street Maintenance Funds	\$ 80,000		
TOTAL FUNDING SOURCES				\$ 14,846,050		

**CITY OF STAUNTON
CAPITAL IMPROVEMENT PLAN
GENERAL FUND
FY2021- 2022**

DEPARTMENT		PROPOSED FUNDING SOURCE	PROJECT DESCRIPTION	PROJECT ESTIMATE	COMPREHENSIVE PLAN PRIORITY INITIATIVES	OPERATIONS/ MAINTENANCE
GENERAL GOVERNMENT						
INFORMATION TECHNOLOGY	*	BA 2021	Replace the City and School telephone system	\$ 1,000,000	Public Service and Government (Sec. G.1.b.i)	Annual maintenance
PUBLIC SAFETY						
FIRE DEPARTMENT	*	GF 2022	Fire Truck Replacement Reserve	\$ 350,000	Public Service and Government (Sec. G.1.b.i)	Annual preventive
PLANNING & INSPECTION	*	BA 2021	Building Inspection and Plan Review software package. Replace the current software program to provide more capabilities for inspection services and plan review.	\$ 100,000	Public Service and Government (Sec. G.1.b.i)	Annual license fees
PUBLIC WORKS						
URBAN STREET PROGRAM	*	GF 2022	VDOT Urban Street Construction Projects -City Match Funds	\$ 100,000	Transportation and Parking (Sec. F.2.a and F.2.b)	Annual maintenance
STREETS	*	GF 2022	City ineligible streets and/or City parking lots- improvements/slurry seal/re-paving	\$ 150,000	Transportation and Parking (Sec. F.2.a)	Annual maintenance
STREETS	*	GF 2022	Adaptive traffic control system for Churchville Corridor - Augusta to Springhill Road	\$ 100,000	Transportation and Parking (Sec. F.2.a)	Annual maintenance
BRICK SIDEWALKS	*	GF 2022	Annual funding source for sidewalk replacement projects to replace concrete sidewalks with brick	\$ 100,000	Transportation and Parking (Sec. F.2.a)	Annual maintenance
NEW SIDEWALKS	*	GF 2022	Annual funding source for new sidewalk projects and match funds for VDOT grant programs for sidewalks	\$ 100,000	Transportation and Parking (Sec. F.2.a)	Annual maintenance
PUBLIC WORKS EQUIPMENT FUND	*	GF 2022	Annual funding source for acquisition of major road equipment for General Fund Streets Department > \$100,000	\$ 100,000	NA	Annual preventive maintenance
PUBLIC WORKS BUILDING FUND	*	GF 2022	Annual funding source for major repairs to City buildings to include replacement of HVAC systems, roof, structural repairs, etc.	\$ 100,000	NA	Annual preventive maintenance
STREET IMPROVEMENTS FOR BICYCLE & PEDESTRIAN PLAN	*	BA 2021	Staunton Bicycle & Pedestrian Plan- May 2018. Install signalized crossings at various intersections for pedestrian safety.	\$ 100,000	Transportation and Parking (Sec. F.2.a)	Annual maintenance
RECREATION						
GREENWAYS PROJECT	*	BA 2021	Paved bike and pedestrian paths, landscaping, purchase of properties and easements	\$ 100,000	Transportation and Parking (Sec F.2.k and F.2.l)	Annual maintenance
EDUCATION						
BLUE RIDGE COMMUNITY COLLEGE	*	GF 2022	Annual Share of BRCC Capital Building Fund	\$ 41,050	NA	N/A to City
EDUCATION-STAUNTON CITY SCHOOLS						
BUILDING MAINTENANCE REPAIRS	*	GF 2022	Transfer to City Schools CIP Fund for Building Maintenance Repairs-roofs, HVAC systems, technology	\$ 200,000	Public Service and Government (Sec. G.1.c.i and G.1.c.ii)	N/A to City
TOTAL FY2022 CIP PLAN				\$ 2,641,050		
FUNDING SOURCES:						
	GF 2022	General Fund Budget Transfer - FY2022 Budget		\$ 1,341,050		
	BA 2021	Proposed FY2021 Budget Amendment from FY2020 Year Fund Balance-Transfer to CIP Fund		\$ 1,300,000		
TOTAL FUNDING SOURCES				\$ 2,641,050		

**CITY OF STAUNTON
CAPITAL IMPROVEMENT PLAN
GENERAL FUND
FY2022- 2023**

DEPARTMENT		PROPOSED FUNDING SOURCE	PROJECT DESCRIPTION	PROJECT ESTIMATE	COMPREHENSIVE PLAN PRIORITY INITIATIVES	OPERATIONS/ MAINTENANCE
PUBLIC SAFETY						
FIRE DEPARTMENT	*	GF 2023	Fire Truck Replacement Reserve	\$ 350,000	Public Service and Government (Sec. G.1.b.i)	Annual preventive maintenance
PUBLIC WORKS						
URBAN STREET PROGRAM	*	GF 2023	VDOT Urban Street Construction Projects -City Match Funds	\$ 100,000	Transportation and Parking (Sec. F.2.a and F.2.b)	Annual maintenance
STREETS	*	GF 2023	City ineligible streets and/or City parking lots- improvements/slurry seal/re-paving	\$ 150,000	Transportation and Parking (Sec. F.2.a)	Annual maintenance
STREETS	*	GF 2023	Adaptive traffic control systems for Greenville & Statler and Greenville and Barterbrook Road	\$ 140,000	Transportation and Parking (Sec. F.2.a)	Annual maintenance
BRICK SIDEWALKS	*	GF 2023	Annual funding source for sidewalk replacement projects to replace concrete sidewalks with brick	\$ 100,000	Transportation and Parking (Sec. F.2.a)	Annual maintenance
NEW SIDEWALKS	*	GF 2023	Annual funding source for new sidewalk projects and match funds for VDOT grant programs for sidewalks	\$ 100,000	Transportation and Parking (Sec. F.2.a)	Annual maintenance
PUBLIC WORKS EQUIPMENT FUND	*	GF 2023	Annual funding source for acquisition of major equipment for General Fund Streets Department > \$100,000	\$ 100,000	Public Service and Government (Sec. G.1.b.i)	Annual preventive maintenance
PUBLIC WORKS BUILDING FUND	*	GF 2023	Annual funding source for major repairs to City buildings to include replacement of HVAC systems, roof, structural repairs, etc.	\$ 100,000	Public Service and Government (Sec. G.1.b.i)	Annual preventive maintenance
PUBLIC WORKS BUILDING MAINTENANCE	*	BA 2022	Re-locate the Building Maintenance department/shop from the Nelson Street Center to the Public Works building site after the re-location of the Police Department and School storage space is vacated/re-located. MOVED FROM THE UNFUNDED PROJECTS TO FY2023 AND UPDATED COSTS TO \$250,000.	\$ 250,000	Public Service and Government (Sec. G.1.b.i)	Annual preventive maintenance
RICHMOND AVENUE ROAD DIET AND ROUNDABOUT		VDOT SMARTSCALE PROJECT	Creation of an urban boulevard with a new roundabout to reinforce the transition calm traffic near the Villages into Downtown. Improvements include a reduction of existing travel lanes along portions of Richmond Road and Greenville Avenue. Construction includes several 12' shared use path with 5' grass buffer, sidewalks, and pedestrian signal heads and crosswalks. Project funded by VDOT Smartscale Funding- \$2,246,000. Construction to begin FY2026.	\$ 2,246,000	Transportation and Parking (Sec F.2.a, F.2.b, F.2.c)	Annual maintenance
ENGLEWOOD DRIVE STREET AND DRAINAGE IMPROVEMENTS	*	VDOT PROJECT-REVENUE SHARING	Install storm drain improvements, addition of curb, gutter and sidewalk, and reconstruction of the pavement system. Project includes area from intersection of Churchville Avenue and Englewood Drive to the intersection of Englewood Drive and Shutterlee Mill Road. City Council adopted a Resolution to support the application to VDOT for a 50% Revenue Sharing grant in September 2015. VDOT Revenue Sharing Grant approved June 15, 2016 - \$725,003 -to be used for the storm drain project. Additional VDOT Revenue Sharing Grant Application Proposed to complete this project.	\$ 500,000	Public Service and Government (Sec. G.1.f.ii)	Annual maintenance
CITY HALL	*	BA 2022	Re-locate the Information Technology Department and Building Inspection/ Planning Department to the basement level of City Hall after Police Department re-locates to a new Police Department building. MOVED FROM THE UNFUNDED PROJECTS TO FY2023	\$ 350,000	Public Service and Government (Sec. G.1.b.i)	Annual maintenance
STREET IMPROVEMENTS FOR BICYCLE & PEDESTRIAN PLAN	*	BA 2022	Staunton Bicycle & Pedestrian Plan- May 2018. Install signalized crossings at various intersections for pedestrian safety.	\$ 100,000	Transportation and Parking (Sec. F.2.a)	Annual maintenance

**CITY OF STAUNTON
CAPITAL IMPROVEMENT PLAN
GENERAL FUND
FY2022- 2023**

DEPARTMENT	PROPOSED FUNDING SOURCE	PROJECT DESCRIPTION	PROJECT ESTIMATE	COMPREHENSIVE PLAN PRIORITY INITIATIVES	OPERATIONS/ MAINTENANCE
RECREATION					
GREENWAYS PROJECT *	BA 2022	Paved bike and pedestrian paths, landscaping, purchase of properties and easements	\$ 100,000	Transportation and Parking (Sec F.2.k and F.2.l)	Annual maintenance
EDUCATION					
BLUE RIDGE COMMUNITY COLLEGE *	GF 2023	Annual Share of BRCC Capital Building Fund	\$ 41,050	NA	N/A to City
EDUCATION-STAUNTON CITY SCHOOLS					
BUILDING MAINTENANCE REPAIRS *	GF 2023	Transfer to City Schools CIP Fund for Building Maintenance Repairs-roofs, HVAC systems, technology	\$ 200,000	Public Service and Government (Sec. G.1.c.i and G.1.c.ii)	N/A to City
TOTAL FY2023 CIP PLAN			\$ 4,927,050		
FUNDING SOURCES:					
	GF 2023	General Fund Budget Transfer - FY2023 Budget	\$ 1,381,050		
	VDOT GRANT	VDOT SmartScale Grant Project- Richmond Road Diet and Roundabout	\$ 2,246,000		
	VDOT GRANT	Proposed VDOT Revenue Sharing Grant- Englewood Drive Project	\$ 500,000		
	BA 2022	Proposed FY2022 Budget Amendment from FY2021 Year Fund Balance- Transfer to CIP Fund	\$ 800,000		
TOTAL FUNDING SOURCES			\$ 4,927,050		

**CITY OF STAUNTON
CAPITAL IMPROVEMENT PLAN
GENERAL FUND**

Projects Not Scheduled In The Five-Year Plan (NS/NF)

	PROJECT DESCRIPTION	PROJECT ESTIMATE
STREETS - RICHMOND ROAD /STATLER BOULEVARD INTERSECTION/ TURNING LANE IMPROVEMENTS	Richmond Road/Statler Boulevard - Traffic signal modifications/ upgrades to improve traffic congestion and flow. Intersection approaches capacity at peak hours. VDOT Six Year Improvement Program, 50% funding from VDOT, 50% from the City.	\$ 623,000
ENGLEWOOD DRIVE STORM DRAIN PHASE IV-B	Installation and improvements for streets Revenue Sharing project -	\$ 650,000
SIDEWALK- AUGUSTA STREET- LAMBERT STREET AND BALDWIN DRIVE	New sidewalk construction/ Revenue Sharing Project	\$ 1,026,000
SIDEWALK- MONTGOMERY AVENUE- W. BEVERLEY STREET AND STUART STREET	New sidewalk construction/ Revenue Sharing Project	\$ 290,000
SIDEWALK- DONAGHE STREET- CHURCHVILLE AVENUE AND BAYLOR STREET	New sidewalk construction/ Revenue Sharing Project	\$ 580,000
SIDEWALK- SPRINGHILL ROAD- CHURCHVILLE AVENUE AND DONAGHE STREET	New sidewalk construction/ Revenue Sharing Project	\$ 750,000
SIDEWALK- EDGEWOOD ROAD- NORTH COALTER TO NORTH AUGUSTA	New sidewalk construction/ Revenue Sharing Project	\$ 500,000
SIDEWALK- WEST BEVERLEY STREET/GRUBERT INTERSECTION TO MORRIS MILL ROAD	New sidewalk construction/ Revenue Sharing Project	\$ 50,000
CENTRAL BUSINESS DISTRICT- ADAPTIVE TRAFFIC CONTROL SYSTEM	Traffic control system for the Central Business District for 14 intersections	\$ 1,100,000
LIBRARY	Library renovations to include interior renovations for program space reallocation, modernization of furniture & fixtures, addition of a technology room, and addition of private study room space based on programming and design study completed in December 2014	\$ 8,000,000
MIDDLE RIVER REGIONAL JAIL	Expand the Middle River Regional Jail (MRRJ) due to increase in inmate population. Jail facility built in 2006 for 402 beds. Average Daily Population for FY2019 = 1,000 inmates. Expansion expected by FY2021 to hold 400-450 beds. Preliminary expansion plans include building a work release center building and/or expand the original jail facility. Estimated cost = \$6,000,000, City share approximately 25% = \$1,500,000. Architect/ Engineering study to be completed by October 2019. City share of debt payments and additional operating costs to be paid annually to MRRJ in annual budget. \$6.0 million in General Obligation Bonds to be issued by MRRJ.	\$ 1,500,000
TOTAL		\$ 15,069,000

STAUNTON CITY SCHOOLS
CAPITAL IMPROVEMENT PLAN
FY2019 - FY2023
SCHOOL CIP FUND 966

FY2019		PROPOSED FUNDING SOURCE	PROJECT DESCRIPTION	PROJECT ESTIMATE	OPERATIONS/ MAINTENANCE
1. COMMUNICATION SYSTEM FOR OUTSIDE SECURITY	FY2019	FY2019 BA1	Installation of communication/intercom system/equipment to provide communication to students and staff for safety and security of the building for Bessie Weller, McSwain, Ware, Shelburne, and Dixon school buildings. Funding includes \$26,667 from Education Fund, and a School Security Equipment Grant = \$98,333. Move project from FY2018 to FY2019.	\$ 125,000	Annual maintenance
2. SCHOOL TRANSPORTATION RESERVE	FY2019	FY2019 BUDGET	Annual contribution to the school transportation reserve	\$ 50,000	Annual maintenance
3. STAUNTON HIGH SCHOOL	FY2019	FY2018 BA2	Furniture and equipment for the high school	\$ 200,000	Annual maintenance
4. STAUNTON HIGH SCHOOL	FY2019	VPSA BONDS	Renovate/re-build the high school to modern standards for instruction space, technology, class size, renovate the existing gym, and add an additional gym	\$ 40,000,000	Annual maintenance Annual debt payment
5. SCHOOL FURNITURE/EQUIPMENT	FY2019	FY2018 BA2	Annual funding to purchase/replace school furniture/equipment	\$ 50,000	Annual maintenance
6. SCHOOL MAINTENANCE/MECHANICAL EQUIPMENT	FY2019	FY2018 BA2	Annual funding to replace school building mechanical systems/ roofs / generators	\$ 100,000	Annual preventive maintenance
7. TECHNOLOGY RESERVE	FY2019	FY2018 BA2	Annual funding to replace technology infrastructure/network equipment	\$ 50,000	Annual maintenance
8. VEHICLE RESERVE	FY2019	FY2018 BA2	Annual funding to replace maintenance vehicles/grounds equipment	\$ 50,000	Annual preventive maintenance
9. CIP SCHOOL CONTINGENCY ACCOUNT	FY2019	FY2019 BA1	Appropriation of prior year Unassigned Fund Balance from the Education Fund for capital projects	\$ 1,000,000	N/A
FY2020			TOTAL FY2019	\$ 41,625,000	
10. SCHOOL TRANSPORTATION RESERVE	FY2020	FY2020 BUDGET	Annual contribution to school transportation reserve	\$ 50,000	Annual maintenance
11. SCHOOL FURNITURE/EQUIPMENT	FY2020	FY2020 BUDGET	Annual funding to purchase/replace school furniture/equipment	\$ 25,000	Annual maintenance
12. SCHOOL MAINTENANCE/MECHANICAL EQUIPMENT	FY2020	FY2020 BA2	Annual funding to replace school building mechanical systems/ roofs / generators	\$ 100,000	Annual preventive maintenance
13. TECHNOLOGY RESERVE	FY2020	FY2020 BA2	Annual funding to replace technology infrastructure/network equipment	\$ 50,000	Annual maintenance
14. VEHICLE RESERVE	FY2020	FY2020 BA2	Annual funding to replace maintenance vehicles/ grounds equipment	\$ 50,000	Annual preventive maintenance
15. BESSIE WELLER SCHOOL	FY2020	FY2020 BA2	Additional parking is needed due to increased enrollment- Move Project to FY2020 from FY2019- Project needs to wait on the VDOT SRTS Grant project to be completed.	\$ 75,000	Annual maintenance
16. PARKING LOTS /ROADWAYS	FY2020	FY2020 BA2	Repave all school parking lots and roadways. Annual funding \$100,000	\$ 100,000	Annual maintenance
FY2021			TOTAL FY2020	\$ 450,000	
17. SCHOOL TRANSPORTATION RESERVE	FY2021	FY2021 BUDGET	Annual contribution to school transportation reserve	\$ 50,000	Annual maintenance
18. SCHOOL FURNITURE/EQUIPMENT	FY2021	FY2021 BUDGET	Annual funding to purchase/replace school furniture/equipment	\$ 50,000	Annual maintenance
19. TECHNOLOGY RESERVE	FY2021	FY2021 BUDGET	Annual funding to replace technology infrastructure/network equipment	\$ 50,000	Annual maintenance
20. VEHICLE RESERVE	FY2021	FY2021 BUDGET	Annual funding to replace maintenance vehicles/ grounds equipment	\$ 50,000	Annual preventive maintenance
21. SCHOOL MAINTENANCE/MECHANICAL EQUIPMENT	FY2021	FY2021 BA2	Annual funding to replace school building mechanical systems/ roofs / generators	\$ 100,000	Annual preventive maintenance
22. A R WARE SCHOOL	FY2021	FY2021 BA2	Additional parking is needed for school events	\$ 75,000	Annual maintenance
23. PARKING LOTS /ROADWAYS	FY2021	FY2021 BA2	Repave all school parking lots and roadways. Annual funding \$100,000	\$ 100,000	Annual maintenance
24. CTE- CAREER/TECHNICAL EDUCATION CLASSROOMS	FY2021	FY2021 BA2	Annual funding to provide funds to renovate Dixon Education Center to provide classrooms for specialized career and technical education classrooms for middle school and high school students	\$ 250,000	Annual maintenance
			TOTAL FY2021	\$ 725,000	

STAUNTON CITY SCHOOLS
CAPITAL IMPROVEMENT PLAN
FY2019 - FY2023
SCHOOL CIP FUND 966

FY2022		PROPOSED FUNDING SOURCE	PROJECT DESCRIPTION	PROJECT ESTIMATE	OPERATIONS / MAINTENANCE
25. SCHOOL TRANSPORTATION RESERVE	FY2022	FY2022 BUDGET	Annual contribution to school transportation reserve	\$ 50,000	Annual maintenance
26. SCHOOL FURNITURE/EQUIPMENT RESERVE	FY2022	FY2022 BUDGET	Annual funding to purchase/ replace school furniture/equipment	\$ 25,000	Annual maintenance
27. VEHICLE RESERVE	FY2022	FY2022 BUDGET	Annual funding to replace maintenance vehicles/ grounds equipment	\$ 50,000	Annual preventive maintenance
28. SCHOOL MAINTENANCE/MECHANICAL EQUIPMENT	FY2022	FY2022 BUDGET	Annual funding to replace school building mechanical systems/ roofs / generators	\$ 100,000	Annual preventive maintenance
29. TECHNOLOGY RESERVE	FY2022	FY2022 BUDGET	Annual funding to replace technology infrastructure / network equipment	\$ 50,000	Annual maintenance
30. PARKING LOTS /ROADWAYS	FY2022	FY2022 BA2	Repave all school parking lots and roadways. Annual funding \$100,000	\$ 100,000	Annual maintenance
31. CTE- CAREER/TECHNICAL EDUCATION CLASSROOMS	FY2022	FY2022 BA2	Annual funding to provide funds to renovate Dixon Education Center to provide classrooms for specialized career and technical education classrooms for middle school and high school students	\$ 250,000	Annual maintenance
32. STORAGE BUILDING	FY2022	GO BONDS	Purchase land and build a multi-purpose building for surplus equipment/furniture storage, cafeteria food storage for frozen foods and dry food storage, technology workspace and storage, and maintenance shop- MOVE PROJECT FROM FY2019 TO FY2022	\$ 2,500,000	Annual preventive maintenance
FY2023			TOTAL FY2022	\$ 3,125,000	
33. SCHOOL TRANSPORTATION RESERVE	FY2023	FY2023 BUDGET	Annual contribution to school transportation reserve	\$ 50,000	Annual maintenance
34. SCHOOL FURNITURE/EQUIPMENT RESERVE	FY2023	FY2023 BUDGET	Annual funding to purchase/ replace school furniture/equipment	\$ 50,000	Annual maintenance
35. VEHICLE RESERVE	FY2023	FY2023 BUDGET	Annual funding to replace maintenance vehicles/ grounds equipment	\$ 50,000	Annual preventive maintenance
36. SCHOOL MAINTENANCE/MECHANICAL EQUIPMENT	FY2023	FY2023 BUDGET	Annual funding to replace school building mechanical systems/ roofs / generators	\$ 100,000	Annual preventive maintenance
37. TECHNOLOGY RESERVE	FY2023	FY2023 BUDGET	Annual funding to replace technology infrastructure / network equipment	\$ 50,000	Annual maintenance
38. PARKING LOTS /ROADWAYS	FY2023	FY2023 BA2	Repave all school parking lots and roadways. Annual funding \$100,000	\$ 100,000	Annual maintenance
39. CTE- CAREER/TECHNICAL EDUCATION CLASSROOMS	FY2023	FY2023 BA2	Annual funding to provide funds to renovate Dixon Education Center to provide classrooms for specialized career and technical education classrooms for middle school and high school students	\$ 250,000	Annual maintenance
			TOTAL FY2023	\$ 650,000	
NOT SCHEDULED / NOT FUNDED PROJECTS					
40. DIXON EDUCATIONAL CENTER	NS/NF		Renovate and upgrade Dixon Educational Center to modern standards for technology, class size, gym, etc.	\$ 15,000,000	
41. STAUNTON HIGH SCHOOL	NS/NF		Construct six tennis courts off-site for high school athletics	\$ 450,000	
42. STAUNTON HIGH SCHOOL	NS/NF		Resurface the high school track	\$ 350,000	
TOTAL PROJECTS NOT SCHEDULED / NOT FUNDED				\$ 15,800,000	
TOTAL CIP				\$ 62,375,000	

**STAUNTON CITY SCHOOLS
CAPITAL IMPROVEMENT PLAN
FY2019 - FY2023
SCHOOL CIP FUND 966**

			FY2019 -FY2023 CIP PLAN	
FY2018 BA2 = FY2018 BUDGET AMENDMENT # 2-APPROVED MAY 2018				
FY2019 BA1 = FY2019 BUDGET AMENDMENT #1- SCHEDULED FOR JANUARY 2019				
			FY2019	\$ 41,625,000
			FY2020	\$ 450,000
			FY2021	\$ 725,000
			FY2022	\$ 3,125,000
			FY2023	\$ 650,000
			Unscheduled Projects	\$ 15,800,000
TOTAL FY2019 - FY2023 + UNSCHEDULED PROJECTS CIP PLAN				\$ 62,375,000
SOURCE OF FUNDS- FY2019 CIP PROJECTS				
FY2019	FY2019 BUDGET	Transfer from Education Fund for Student Transportation Reserve		\$ 50,000
FY2019	DOE SSE GRANT	School Security Equipment Grant -Communication Project		\$ 98,333
FY2019	FY2018 BA2	FY2018 Budget Amendment No. 2 (Appropriation of FY2017 Unassigned Fund Balance)		\$ 450,000
FY2019	VPSA BONDS	Virginia Public School Authority- \$40 million General Obligation Bonds		\$ 40,000,000
FY2019	FY2019 BA1	FY2019 Budget Amendment No. 1 (Appropriation of FY2018 Unassigned Fund Balance)		\$ 1,026,667
TOTAL FY2019				\$ 41,625,000
SOURCE OF FUNDS- FY2020 CIP PROJECTS				
FY2020	FY2020 BUDGET	Transfer from Education Fund for Student Transportation Reserve		\$ 50,000
FY2020	FY2020 BA2	FY2020 Budget Amendment No. 2 (Appropriation of FY2019 Unassigned Fund Balance)		\$ 400,000
TOTAL FY2020				\$ 450,000
SOURCE OF FUNDS- FY2021 CIP PROJECTS				
FY2021	FY2021 BUDGET	Transfer from Education Fund		\$ 200,000
FY2021	FY2021 BA2	FY2021 Budget Amendment No. 2 (Appropriation of FY2020 Unassigned Fund Balance)		\$ 525,000
TOTAL FY2021				\$ 725,000
SOURCE OF FUNDS- FY2022 CIP PROJECTS				
FY2022	FY2022 BUDGET	Transfer from Education Fund		\$ 275,000
FY2022	FY2022 BA2	FY2022 Budget Amendment No. 2 (Appropriation of FY2021 Unassigned Fund Balance)		\$ 350,000
FY2022	GO BONDS	General Obligation Bonds		\$ 2,500,000
TOTAL FY2022				\$ 3,125,000
SOURCE OF FUNDS- FY2023 CIP PROJECTS				
FY2023	FY2023 BUDGET	Transfer from Education Fund		\$ 300,000
FY2023	FY2023 BA2	FY2022 Budget Amendment No. 2 (Appropriation of FY2021 Unassigned Fund Balance)		\$ 350,000
TOTAL FY2023				\$ 650,000

**CITY OF STAUNTON
CAPITAL IMPROVEMENT PLAN
STORM WATER FUND**

		PROPOSED FUNDING SOURCE	PROJECT DESCRIPTION	PROJECT ESTIMATE
FY2019				
MISCELLANEOUS STORM DRAIN IMPROVEMENTS	FY2019	SW FUND BUDGET	Storm drain improvements.	\$ 50,000
TAMS-CAROLINE-AUGUSTA	FY2019	SW FUND BUDGET	Improvements to the area include removing water from yards and some minor improvement to street drainage. Includes cost of easements and engineering fees.	\$ 600,000
			TOTAL STORM WATER PROJECTS FY2019	\$ 650,000
FY2020				
TMDL PERMIT MANDATE IMPROVEMENT PROJECT- PEYTON CREEK (GYPSY HILL) STREAM RESTORATION	FY2020	SW FUND BUDGET	Annual projects to improve storm water quality by reducing pollutant discharge of sediment, nitrogen, and phosphorus to meet TMDL requirements- total maximum daily load. Project includes restoring approximately 1,200 LF of Peyton Creek in Gypsy Hill Park including daylighting 300 LF of stream by removing existing culvert	\$ 1,200,000
			TOTAL STORM WATER PROJECTS FY2020	\$ 1,200,000
FY2021				
MISCELLANEOUS STORM DRAIN IMPROVEMENTS	FY2021	SW FUND BUDGET	526 Robin Street, Albermarle Avenue/Churchville Avenue	\$ 50,000
			TOTAL STORM WATER PROJECTS FY2021	\$ 50,000
FY2022				
POCAHONTAS-CAMPBELL	FY2022	SW FUND BUDGET	Higgs Drainage Study identified this project to mitigate runoff into buildings and yards of 10-15 properties/yards	\$ 995,375
			TOTAL STORM WATER PROJECTS FY2022	\$ 995,375
FY2023				
GREEN HILLS INDUSTRIAL PARK-BASIN RETROFITS- TMDL MANDATE PERMIT IMPROVEMENT PROJECT	FY2023	SW FUND BUDGET	Annual projects to improve storm water quality by reducing pollutant discharge of sediment, nitrogen, and phosphorus to meet TMDL requirements- total maximum daily load. Project includes converting two existing dry detention basins into wet ponds with sediment forebays	\$ 1,300,000
			TOTAL STORM WATER PROJECTS FY2023	\$ 1,300,000
STORM DRAIN PROJECTS NOT SCHEDULED OR FUNDED				
ARMSTRONG AVE- JIFFY MART- GRUBERT	NS/NF		Project is necessary to eliminate street drainage from discharging into rear yards and washing out gravel parking lot behind Jiffy Mart; project includes installation of new inlets on Armstrong Avenue and new storm piping from Armstrong Avenue down to Grubert Avenue	\$ 150,000
ENGLEWOOD DRIVE	NS/NF		Project includes large diameter piping from Churchville- Englewood out Englewood and Shutterlee Mill past Crestwood. Plans are complete. Revenue Sharing Grant awarded = \$725,000 to pay for stormwater, \$308,762 from StormWater Fund to pay for balance of project or apply for an additional Revenue Sharing Grant to complete this project	\$ 1,033,762

**CITY OF STAUNTON
CAPITAL IMPROVEMENT PLAN
STORM WATER FUND**

STORM DRAIN PROJECTS NOT SCHEDULED OR FUNDED cont'd

HILLCREST STORM SEWER	NS/NF	Improve the storm drainage system in the area of Craig Drive, Audubon and Thomas Street as well as overland drainage in yard areas.	\$ 1,663,425
BAYLOR / GLEN / HENDREN	NS/NF	Construction of a storm drainage system from the Woodlee Terrace Apartments, down Baylor Street to tie into the existing Springhill Road System	\$ 2,264,960
202 YARDLEY SQUARE	NS/NF	Build up one side of the ditch along Augusta Street and extend it towards Baldwin Place Road to prevent runoff into yards at Yardley and Smithleigh	\$ 67,624
906 GREENVILLE AVENUE / KLINE'S ICE CREAM	NS/NF	Install drainage system to collect runoff at Grandon and Commodore and pipe to Greenville Avenue to prevent runoff and flooding	\$ 114,000
TAMS /WESTMORELAND	NS/NF	Install drainage system to collect runoff to prevent runoff flowing into residential yards	\$ 173,000
STOCKER / BELMORE /CHURCHVILLE	NS/NF	Replace existing undersized drains and put above ground drainage below ground	\$ 551,700
UPPER COLLEGE PARK	NS/NF	Project will incorporate a number of smaller drainage problems and remove water from properties that are routinely wet	\$ 1,975,665
EDGEWOOD / PARKWOOD	NS/NF	Storm drain to mitigate runoff into 10 properties' yards. Project is necessary before Tams/Westmoreland project can be built	\$ 461,175
CHESAPEAKE /ARMENTROUT / WEST BEVERLEY	NS/NF	Improve overland drainage in the area and eliminate a very bad ditch system along Birch Street	\$ 754,535
LIVIA PROPERTIES #2	NS/NF	Replace and reroute storm drain from its present location under the Livia Properties building to the northern side of the building	\$ 360,000
NEW STREET at the BEVERLEY	NS/NF	Flooding in the Beverley Building basement: Owner to install backflow preventer in floor drains and City to re-line storm drain and inlets	\$ 40,000
LEWIS STREET - BEARS AND BLANKETS	NS/NF	Install concrete retaining wall as a levee to prevent flood water from Peyton Creek from entering building	\$ 88,455
RED OAKS /FRONTIER	NS/NF	Install drainage system to prevent runoff into Frontier Museum and parking lot of Dice's Inn	\$ 98,170
MARKET / NEW / AUGUSTA	NS/NF	Install drainage system to collect runoff on Market Street	\$ 136,500
ORCHARD LANE 1808	NS/NF	Install inlet at LP of North Drive, 2 inlets in Orchard Lane and install connecting storm drains to existing MH to the east	\$ 99,000
SHEETS /BLAIR	NS/NF	Re-direct runoff into wooded area to prevent pooling of water in street	\$ 36,755
DRISCOLL	NS/NF	Collect and pipe runoff down Driscoll to Greenville Avenue	\$ 228,650
LIVIA PROPERTIES #1	NS/NF	Install drainage system to collect runoff from Pierce Street to prevent washout of aggregate drive/parking area	\$ 66,000
OAK RIDGE / COMMERCE	NS/NF	Install drainage system to collect runoff on Oak Ridge Circle and pipe runoff through 4 lots across Meadowbrook through 2 more lots and on to Commerce Road	\$ 130,000
VALLEY VIEW /COLLEGE CIRCLE	NS/NF	Install drainage system to release water runoff into College Park Storm Sewer	\$ 156,880
NORTH AUGUSTA ST 1603	NS/NF	Extend the storm sewer to an adequately sized storm drain near the intersection of Woodrow and Dogwood	\$ 100,000

**CITY OF STAUNTON
CAPITAL INVESTMENT PLAN
STORM WATER FUND**

STORM DRAIN PROJECTS NOT SCHEDULED OR FUNDED cont'd			
403 MARSHALL ROAD	NS/NF	Construct earth berm to prevent runoff from Crosscrest Section 2	\$ 27,000
GUY STREET	NS/NF	Install inlet and storm drain and connect to existing system at Guy & Plunkett	\$ 191,565
MULBERRY ST APARTMENTS	NS/NF	Install multiple drop inlets along Mulberry St at apartment entrance to eliminate ponding, construct storm pipe down along side apartment complex and connect to existing storm inlet on Miller St Apartments	\$ 78,500
1011 E BEVERLEY ST	NS/NF	Replace/relocate existing storm drain in front yard and construct storm pipe down to existing storm system at 1005 E Beverley St	\$ 50,000
307 ELM STREET	NS/NF	Install inlet at corner of parking lot and connect to existing storm system in Elm St	\$ 46,440
108 BAYLOR STREET	NS/NF	Install inlet at low point in street to eliminate ponding, construct storm pipe between 106 & 108 Baylor St and outfall in rear yard	\$ 30,345
77 WOODLEE ROAD	NS/NF	Convert existing storm manhole into drop inlet to eliminate ponding along street shoulder, regrade shoulder to provide positive drainage to inlet	\$ 13,400
10 WESTON DRIVE	NS/NF	Construct asphalt berm along Weston Dr to Lambert St, install drop inlet at Lynnhaven/Lambert and connect to existing storm system just west of Lynnhaven/Lambert	\$ 50,885
ALPINE ROAD/NORTH DRIVE	NS/NF	Construct storm culvert across Alpine Rd from northeast corner of intersection to southwest corner of the intersection	\$ 20,145
MEADOWBROOK ROAD/N AUGUSTA STREET	NS/NF	Replace existing storm pipe crossing N Coalter St at 200 Meadowbrook Rd	\$ 12,000
315 COLLEGE CIRCLE	NS/NF	Install inlet at low point in street to eliminate ponding, construct storm pipe between 313 & 315 College Cr and outfall in rear yard	\$ 42,000
2704 KNOLLWOOD DRIVE	NS/NF	Reconstruct existing ditch through rear yard and remove existing concrete slab obstructing ditch flow	\$ 19,000
1617 BUICK STREET	NS/NF	Construct storm pipe from existing storm outfall in rear of house through rear yards and alleys to Packard St, install reverse drop inlet in Hays Ave	\$ 87,075
1023 RIDGEMONT DRIVE	NS/NF	Install curb and gutter along Ridgemont Dr, install drop inlets to capture street drainage, construct storm pipe down thru rear yards to existing storm system at 1007 E Beverley St	\$ 198,015
563 HILLTOP DRIVE	NS/NF	Install inlets upstream 563 Hilltop Dr, construct storm beyond curve in road and install reverse inlet	\$ 39,270
415 G STREET	NS/NF	Install drop inlet at 415 G St and storm pipe down G St to Fourth St	\$ 50,820
BURBANK STREET	NS/NF	Reconstruct entrance at Burbank St/Richmond Rd to provide positive drainage to existing inlets	\$ 30,000
MASON ST - RANDOLPH STREET	NS/NF	Install multiple drop inlets in yard areas to eliminate wet areas; install underdrains to capture springs	\$ 92,000
TOTAL STORMWATER PROJECTS NOT SCHEDULED / NOT FUNDED			\$ 11,828,716

**CITY OF STAUNTON
CAPITAL INVESTMENT PLAN
STORM WATER FUND**

TMDL PERMIT MANDATE IMPROVEMENT PROJECTS NOT SCHEDULED OR FUNDED			
GYPSY HILL PARK GOLF COURSE	NS/NF	Install gravel filter & filter strip	\$ 1,600
STAUNTON CROSSING STREAM RESTORATIONS	NS/NF	Restore approximately 4,000 LF of stream segments throughout the Staunton Crossing development	\$ 4,000,000
VILLAGES - ASYLUM CREEK STREAM RESTORATION	NS/NF	Restore approximately 1,400 LF of Asylum Creek through the Villages at Staunton development	\$ 1,400,000
GREENVILLE AVE & E HAMPTON ST (ADJACENT TO ASYLUM CREEK)	NS/NF	Construct a riparian buffer along Asylum Creek at Greenville/Hampton	\$ 3,000
ROBERT E LEE HIGH SCHOOL STREAM RESTORATION	NS/NF	Restore approximately 1,000 LF of stream adjacent to Lee High School on N Coalter St	\$ 1,000,000
CITY LIBRARY	NS/NF	Install filter strip and permeable pavers at City Library on Churchville Ave	\$ 71,400
FIRE STATION 2	NS/NF	Convert existing extended detention basin at Fire Station 2 on Grubert St into a bio retention basin	\$ 33,500
FIREHOUSE PARKING LOT	NS/NF	Construct bio retention basins and permeable pavers	\$ 65,500
GYPSY HILL PARK	NS/NF	Construct vegetated swale, two bio retention basins and grass swale	\$ 147,700
NEW STREET PARKING LOT	NS/NF	Installing three filterra units and permeable pavers	\$ 110,600
WHARF PARKING LOT	NS/NF	Install permeable pavers	\$ 83,800
WATER FOUNTAIN PARK	NS/NF	Construct bio retention basin	\$ 39,400
FIRE STATION 1	NS/NF	Installing a filterra unit, tree box, bio retention area and permeable pavers at Fire Station 1 on N Augusta St	\$ 50,700
SALT STORAGE	NS/NF	Construct bio retention basin	\$ 33,800
MONTGOMERY HALL PARK	NS/NF	Construct vegetated swale and bio retention basin	\$ 143,700
THOMAS DIXON ELEMENTARY SCHOOL	NS/NF	Construct rainwater harvesting system on school building and two bio retention basins	\$ 153,200
BESSIE WELLER ELEMENTARY SCHOOL	NS/NF	Construct two bio retention basins and upgrade existing bio retention basin	\$ 155,800
HARDY PARKING LOT	NS/NF	Install permeable pavers	\$ 68,000
GYPSY HILL GOLF COURSE (ADJACENT TO CANAAN STREET)	NS/NF	Construct infiltration basin	\$ 13,000
SHELBURNE MIDDLE SCHOOL	NS/NF	Convert existing dry detention basin into a bio retention basin	\$ 87,200
ROBERT E LEE HIGH SCHOOL	NS/NF	Construct two bio retention basins and install a rainwater harvesting system	\$ 330,000
AUGUSTA STREET PARKING LOT	NS/NF	Install permeable pavers	\$ 13,800
MCSWAIN ELEMENTARY SCHOOL	NS/NF	Install a rainwater harvesting system	\$ 125,500
TOTAL TMDL PROJECTS NOT SCHEDULED / NOT FUNDED			\$ 8,131,200
FY2019-FY2023			\$ 4,195,375
STORM WATER PROJECTS NOT SCHEDULED OR FUNDED			\$ 11,828,716
TMDL PERMIT MANDATE IMPROVEMENT PROJECTS NOT SCHEDULED / NOT FUNDED			\$ 8,131,200
TOTAL STORM WATER FUND PROJECTS	FY2019-FY2023 + NS/NF PROJECTS		\$ 24,155,291

**CITY OF STAUNTON
CAPITAL IMPROVEMENT PLAN
WATER FUND**

		PROPOSED FUNDING SOURCE	PROJECT DESCRIPTION	PROJECT ESTIMATE
FY2019				
WATER TREATMENT PLANT CHEMICAL STORAGE TANK	FY2019	WF BUDGET	Repair 3 large plastic chemical storage tanks and piping inside WTP Chemical Building- MOVED FROM FY2018 TO FY2019	\$ 50,000
WATER LINES	FY2019	WF BUDGET	Construction of 3,200 LF of waterline for Sterling Street extension and loop with Red Oak Drive to improve service to Staunton Crossing and Frontier Center development on east side of City, and replacement of C Street waterline. Recommended in Draper Aden 2016 Richmond Avenue Study- UNDER CONSTRUCTION.	\$ 600,000
			TOTAL WATER PROJECTS FY2019	\$ 650,000
FY2020				
GARDNER SPRINGS PUMP STATION	FY2020	WF BUDGET	Preliminary Engineering Report (PER) for upgrade to Gardner Spring Pump Station, based on 2018 Wiley Wilson Engineering Report.	\$ 150,000
			TOTAL WATER PROJECTS FY2020	\$ 150,000
FY2021				
GARDNER SPRING PUMP STATION DESIGN	FY2021	WF BUDGET	Engineering design of upgrade to Gardner Spring Pump Station, based on 2018 Wiley Wilson Report.	\$ 250,000
			TOTAL WATER PROJECTS FY2021	\$ 250,000
FY2022				
GARDNER SPRINGS - UPGRADE PUMPS AND PARALLEL 16" LINE FROM GARDNER SPRINGS - MOVE TO FY2022	FY2022	BOND FUNDS	Construction of upgrade to Gardner Spring Pump Station and section of 20" parallel waterline from Gardner Spring to the Middle River. Bond financed project. Debt Payment = \$578,000, \$6.0 million @ 5%, 15 years.	\$ 6,000,000
GROUNDWATER WATER SOURCE EVALUATION STUDY	FY2020	WF BUDGET	Includes the study of select areas from the 2018 Wiley Wilson Report and 1994 EGGI Report for possible new groundwater water supply source. MOVED FROM FY2020.	\$ 245,000
			TOTAL WATER PROJECTS FY2022	\$ 6,245,000
FY2023				
WATER LINES	FY2022	WF BUDGET	Annual replacement of old/undersized water lines throughout the City -- 1990 DRAPER ADEN STUDY RECOMMENDATION	\$ 300,000
GROUNDWATER SUPPLY SOURCE (WELL)	FY2022	WF BUDGET	Exploratory groundwater water source well to include drilling and testing from the studied area based on the 2018 Wiley Wilson Report.	\$ 225,000
			TOTAL WATER PROJECTS FY2023	\$ 525,000

**CITY OF STAUNTON
CAPITAL IMPROVEMENT PLAN
WATER FUND**

PROJECTS NOT SCHEDULED OR NOT FUNDED (NS/NF)		PROJECT DESCRIPTION	PROJECT ESTIMATE
COMMERCE ROAD WATER LINE EXTENSION (ROUTE 11)	NS/NF	Extend approximately 2300 ft of 12" water line from Rt 262 along the west side of Commerce Road in front of Ingleside to Technology Drive to increase water pressure for the remainder of the Olde South subdivision. Funding expected from private developer. UNDER CONSTRUCTION BY DEVELOPER.	\$ 225,000
RICHMOND AVENUE WATERLINE UPGRADE	NS/NF	Replace 8,400 LF of existing aged 6" waterline with new 8" waterline in Richmond Avenue from Greenville Avenue to Frontier Drive. COST UPDATED from 2016 Draper Aden Study	\$ 2,200,000
GARDNER SPRING WATERLINE DESIGN AND CONSTRUCTION	NS/NF	Design and construction of the 20" parallel waterline from the Middle River (including crossing the river) to the Water Treatment Plant, based on the 2018 Wiley Wilson Report.	\$ 6,900,000
RAW WATER SYSTEM EVALUATION: TASK 2- NORTH RIVER RESERVOIR TUNNEL EVALUATION-	NS/NF	Engineering study for nearly 100 year old partially collapsed tunnel that carries water source transmission main from dam to WTP to evaluate condition and identify alternatives for repair/upgrade.	\$ 100,000
RAW WATER SYSTEM EVALUATION: TASK 3- NORTH RIVER RESERVOIR RAW WATER PIPELINE EVALUATION	NS/NF	Engineering study for North River raw water line from Staunton Dam to WTP for alternatives to upgrade 16 miles of nearly 100 year old water source transmission main.	\$ 100,000
NORTH RIVER RAW WATER LINE	NS/NF	Construction for repair, reline, replacement or new parallel raw water line from the Staunton Dam to the Water Treatment Plant. COST UPDATED FROM 2018 Wiley Wilson Report (previous \$20 million).	\$ 24,000,000
GROUNDWATER WATER SUPPLY SOURCE (WELL) IMPLEMENTATION	NS/NF	Full development of new groundwater water supply source (well) for redundancy with water supply to Water Treatment Plant, based on 2018 Wiley Wilson Report.	\$ 4,000,000
ENGLEWOOD DRIVE-PHASE IVB -MOVED TO NS/NF	NS/NF	Replace water line on Englewood Drive from Churchville Avenue to Shutterlee Mill Road during construction of storm drain project- UPDATED COST TO \$260,000.	\$ 260,000
WATER TREATMENT PLANT- SEDIMENTATION BASIN 1 RELINING	NS/NF	Reline, reseal/repair sedimentation basins #1 at Water Treatment Plant. Moved from FY2022.	\$ 200,000
WATER TREATMENT PLANT- CLEARWELL RELINING	NS/NF	Reline, reseal, and /or repair 4.3 MG concrete clearwell at the Water Treatment Plant.	\$ 500,000
GROUNDWATER MONITORING PROGRAM	NS/NF	Installation of a groundwater monitoring well at GS to monitor water quality and conditions. 2018 Wiley Wilson Report. (Project will require an annual cost for well sampling, testing, and reporting estimated at \$44,000 /year.	\$ 110,000
MIDDLE RIVER INTAKE	NS/NF	Design and construction of improvements to the Middle River intake to improve the water supply source.	\$ 1,500,000
FRANKLIN HILL ZONE BOOSTER PUMP STATION	NS/NF	Installation of a booster pump in the Franklin Hill Zone to serve West Beverley Street (and adjacent street) west of Van Fossen Lane. Project is necessary should ACSA demand increase in Blackburn	\$ 900,000
STATLER BLVD WATERLINE LOOP	NS/NF	Construct approximately 3,220 LF of waterline in Statler Blvd to create loop between Greenville Avenue and Richmond Road to improve service to development on east side of City for Staunton Crossing and Frontier Center. Recommended in Draper Aden 2016 Richmond Road Study	\$ 900,000
NORTH RIVER RAW WATER LINE PIGGING	NS/NF	Cleaning (pigging) of North River raw waterline to restore capacity. Will be required by 2028.	\$ 150,000
TOTAL PROJECTS NOT SCHEDULED / NOT FUNDED			\$ 42,045,000
TOTAL WATER FUND CIP			\$ 49,865,000

**CITY OF STAUNTON
CAPITAL IMPROVEMENT PLAN
SEWER FUND**

		PROPOSED FUNDING SOURCE	PROJECT DESCRIPTION	PROJECT ESTIMATE
FY2019				
FILMORE STREET	FY2019	SF BUDGET	Replace sewer line- UNDER CONSTRUCTION.	\$ 258,100
			TOTAL SEWER PROJECTS FY2019	\$ 258,100
FY2020				
OLD WWTP-NEW HOPE ROAD	FY 2020	SF BUDGET	Replace open channel with 30" and 36" pipe and close channel. Engineering and design to be completed with City staff.	\$ 700,000
			TOTAL SEWER PROJECTS FY2020	\$ 700,000
FY2021				
SEWER INTERCEPTOR CAPACITY STUDY	FY2021	SF BUDGET	Engineering Study to determine full-flow capacities of major sewer interceptors (12" and larger) to identify future sewer upgrade projects.	\$ 150,000
COMMERCE ROAD SEWER LINE - PHASE 2	FY2021	SF BUDGET	Survey and Design of Commerce Road Sewer Line - Phase 2	\$ 100,000
SEWER LINES	FY2021	SF BUDGET	Manhole Rehabilitation - 75 each	\$ 75,000
			TOTAL SEWER PROJECTS FY2021	\$ 325,000
FY2022				
COMMERCE ROAD SEWER LINE - PHASE 2	FY2022	SF BUDGET	Phase 2 - Replacement of the Commerce Road sewer line from end of Kalorama Street to Dominion Substation at Greenville Avenue sewer discharge point (old MH Nos. L190-L197). 2008 Draper Aden Study. UPDATED COST. FIRST YEAR FUNDING.	\$ 375,000
			TOTAL SEWER PROJECTS FY2022	\$ 375,000
FY2023				
COMMERCE ROAD SEWER LINE - PHASE 2	FY2023	SF BUDGET	Phase 2 - Replacement of the Commerce Road sewer line from end of Kalorama Street to Dominion Substation at Greenville Avenue sewer discharge point (old MH Nos. L190-L197). 2008 Draper Aden Study. UPDATED COST. SECOND YEAR FUNDING.	\$ 375,000
			TOTAL SEWER PROJECTS FY2023	\$ 375,000
NOT SCHEDULED/ NOT FUNDED PROJECTS (NS/NF)				
LEWIS CREEK SEWER LINE PER (FORMERLY COMMERCE ROAD SEWER PHASES 3 AND 4)	NS/NF		Preliminary Engineering Report (PER) to re-evaluate Lewis Creek sewer - Greenville Avenue and Johnson Street Sections (formerly Commerce Road Sewer Line Phases 3 and 4) for possible alternatives to 2008 Draper Aden Study.	\$100,000
LEWIS CREEK SEWER UPGRADE - GREENVILLE AVENUE SECTION (FORMERLY COMMERCE ROAD SEWER LINE - PHASE 3)	NS/NF		Upgrade of the Lewis Creek sewer - Greenville Avenue Section (formerly Commerce Road sewer - Phase 3) from Dominion Substation to South New Street (old MH Nos. L197-L243). 2008 Draper Aden Study. UPDATED COST.	\$2,000,000
LEWIS CREEK SEWER UPGRADE - JOHNSON STREET SECTION (FORMERLY COMMERCE ROAD SEWER LINE - PHASE 4)	NS/NF		Upgrade of the Lewis Creek sewer - Johnson Street Section (formerly Commerce Road sewer - Phase 4) from South New Street to Wharf Parking Lot at Central Avenue sewer discharge point (old MH Nos. L243-L265). 2008 Draper Aden Study. UPDATED COST.	\$800,000
ENGLEWOOD DRIVE SEWER PHASE IV-B	NS/NF		Replace sewer line during construction of storm drain project - UPDATED COST.	\$500,000
ROSE HILL CIRCLE SEWER LINE	NS/NF		Install sanitary sewer in the 100 and 200 blocks to provide City sewer service to multiple homes currently being served by septic systems. 2014 COS Engineering Dept Study.	\$350,000
GUY STREET SEWER EXTENSION	NS/NF		Sewer line extension to remove six homes from septic tanks. MOVED FROM FY2020 TO NS/NF	\$135,000
			TOTAL PROJECTS NOT SCHEDULED / NOT FUNDED	\$ 3,885,000
TOTAL SEWER FUND CIP			FY2019-FY2023 + NS/NF PROJECTS	\$ 5,918,100

**CITY OF STAUNTON
CAPITAL IMPROVEMENT PLAN
PARKING FUND**

		PROPOSED FUNDING SOURCE	PROJECT DESCRIPTION	PROJECT ESTIMATE
FY2019				
JOHNSON STREET GARAGE and NEW STREET GARAGE	FY2018	CIP TRANSFER/ VRA BOND	Concrete and structural repairs to the decking and support system for the Johnson Street Garage and New Street Parking Garages. Engineering study completed January 2018. FY2017 -Transfer \$900,000 from the CIP Undesignated Account. Bond Issue 2018A VRA \$2,191,025 issued May 2018. Engineering Fees = \$227,000. Replace/ paint railings on Johnson Street Garage - FY2019- \$200,000. Project completion estimate June 2019.	\$ 2,618,025
			FY2019 TOTAL PARKING FUND PROJECTS	\$ 2,618,025
FY2020				
NEW STREET GARAGE	FY2020	PF BUDGET	Replace and upgrade New Street Parking Garage access and control equipment.	\$ 250,000
			FY2020 TOTAL PARKING FUND PROJECTS	\$ 250,000
FY2021				
JOHNSON STREET GARAGE	FY2021	PF BUDGET	Replace and upgrade Johnson Street Parking Garage access and control equipment.	\$ 250,000
WHARF PARKING LOT	FY2021	PF BUDGET	Replace and upgrade Wharf Parking Lot access and control equipment.	\$ 250,000
			FY2021 TOTAL PARKING FUND PROJECTS	\$ 500,000
FY2023				
JOHNSON STREET GARAGE	FY2023	PF BUDGET	Seal/ repair concrete deck surfaces. Paint railings and other surfaces.	\$ 300,000
NEW STREET GARAGE	FY2023	PF BUDGET	Seal/ repair concrete deck surfaces. Paint railings and other surfaces.	\$ 300,000
			FY2023 TOTAL PARKING FUND PROJECTS	\$ 600,000
TOTAL PARKING FUND CIP				\$ 3,968,025

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	February 14, 2019	Staff Member: Steve Rosenberg
Item #	8 & G	
Ordinance #		
Department:	City Manager	
Council Vision:	Responsive, Efficient Government	
Subject:	Dissolution of Trolley Advisory Board	

Background: At Council's September 14, 2000 meeting, Council adopted a resolution establishing the Trolley Advisory Board to assist in the development of the City's trolley service operations. A copy of the adopted resolution is attached to this briefing. Since January 1, 2014, public transit services in the City, including the routes known as the Downtown Trolley and the Saturday Night Trolley, have been administered by the Central Shenandoah Planning District Commission. Given the CSPDC's administration of such services, the Trolley Advisory Board suspended its activities. It is legal counsel's recommendation that the Trolley Advisory Board be officially dissolved.

City Manager's Recommendation: Recommend City Council adopt the proposed resolution dissolving the Trolley Advisory Board.

Suggested Motion: I move that Council adopt the proposed resolution dissolving the Trolley Advisory Board, as presented.

City Manager: Stephen F. Owen

III. Approval of a bid for landfill construction.

The Acting City Manager reported that the Augusta Service Authority recently requested bids for the construction of phases 2 and 3 of the landfill. Bids came in significantly under the projected estimate. The three jurisdictions are being asked to award the bid to the low bidder.

Mr. Robinson moved to approve and award a bid for landfill construction to Clary-Hood, Inc. of Spartanburg, SC in the amount of \$3,275,670. Seconded by Mr. Manning, the motion carried as follows: Mr. Avoli, aye; Mr. Bell, aye; Dr. Donovan, aye; Mr. Manning, aye; Mr. Metz, aye; Mr. Robinson, aye; Mrs. Wilson, aye.

IV. Consideration of the adoption of a resolution authorizing the Trolley Project Agreement and establishing a Trolley Advisory Board.

Mr. Halasz reported that staff recommends the adoption of this resolution and the formation of the Trolley Advisory Board. Mr. Manning moved to adopt a resolution authorizing the Trolley Project Agreement and establishing a Trolley Advisory Board. Seconded by Mr. Robinson, the motion carried as follows: Mr. Avoli, aye; Mr. Bell, aye; Dr. Donovan, aye; Mr. Manning, aye; Mr. Metz, aye; Mr. Robinson, aye; Mrs. Wilson, aye.

The Clerk of Council will publicize the two openings for citizen representatives. Once applications are submitted, the Nominations Committee will conduct interviews and make a recommendation for appointments to the Trolley Advisory Board.

RESOLUTION

WHEREAS, The City of Staunton wishes to establish a public Trolley Bus Service for Staunton's historic downtown in order to ease chronic parking shortages in the downtown, to reduce private vehicular traffic on the major arteries serving the downtown, to contribute to Staunton's development as a major tourist destination, and to stimulate interest in the City's history and transportation heritage, and

WHEREAS, The City has been awarded Commonwealth Mass Transit Funds from the Commonwealth of Virginia in support of this goal, and

WHEREAS, the establishment of this trolley service should be undertaken with due consideration for the valuable advice of our citizens, this being the surest guarantee of its success.

BE IT RESOLVED by the City Council of the City of Staunton, Virginia that it does hereby create a Trolley Advisory Board to hold public hearings, propose trolley routes, schedules, user fees and other items related to the trolleys' operations, to evaluate the continuing operation of the trolleys, and to report their findings and recommendations to City Council. Such reports shall be made at the earliest convenient date after the formation of such Board, and at other times as conditions may dictate; however, such reports shall be made at least annually in the month of December. The Board shall consist of five members, including one representative of the Staunton Downtown Development Association, one representative of the Tourism Advisory Board, one member of city staff selected by the City Manager, and two At-Large members selected by City Council. The At-Large members shall be

appointed for an initial term of three years. After the initial appointment, At-Large members shall serve three-year terms.

Adopted on the 14th day of September, 2000.

CERTIFIED: /s/ G. John Avoli

Mayor

ATTEST: /s/ Deborah L. Sutton

Clerk of Council

V. Consideration of a request for funding by Shenandoah Valley Railroad for an improved crossing on Route 275.

The Acting City Manager advised Council that it was necessary to bring this item back to Council as VDOT will not pay the 10% local share. SVRR is requesting that the City pay \$15,444. Mr. Halasz noted that the City has a very tight budget this year, and that this request was not presented in time for the budget deliberations. He advised that he and the Finance Director have been able to identify funds for half of the local share. He opined that this is an appropriate amount under the circumstances, and that SVRR is okay with this scenario.

Mr. Manning moved to appropriate 2.5% of the funding that is requested by SVRR for an improved crossing on Route 275. Seconded by Mrs. Wilson, the motion carried as follows: Mr. Avoli, aye; Mr. Bell, aye; Dr. Donovan, aye; Mr. Manning, aye; Mr. Metz, aye; Mr. Robinson, aye; Mrs. Wilson, aye.

VI. Matters from the Acting City Manager

Mr. Halasz advised that the Staunton Downtown Development Association will be holding a parking forum on October 3rd at 5:00 p.m. to discuss issues that the businesses and individuals that use the downtown might have regarding parking concerns.

The Acting City Manager will be leaving Saturday, September 16th to attend the ICMA conference in Cincinnati. The Police Chief will be the acting manager in his absence.

The Veterans Parade will be held in downtown Staunton on November 11th.

Mayor Avoli urged everyone to attend the African American Festival being held this weekend in Gypsy Hill Park.

The City Attorney asked the Mayor if it is implicit in Council's approval of accepting the bids for the landfill that Council is also authorizing the Acting City Manager to sign the contract. Council advised the City Attorney that the Acting City Manager is authorized to sign landfill contract on behalf of the City of Staunton.

**A RESOLUTION
OF THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
TO DISSOLVE THE TROLLEY ADVISORY BOARD**

Recitals

A. The City of Staunton established a Trolley Advisory Board by Resolution of this Council dated September 14, 2000, to assist and advise on matters related to the City's trolley service operations;

B. Since, January 1, 2014, public transit services in the City, including the routes known as the Downtown Trolley and the Saturday Night Trolley, have been administered by the Central Shenandoah Planning District Commission;

C. Given the Central Shenandoah Planning District Commission's administration of such services, the Trolley Advisory Board for the City of Staunton suspended its activities;

D. This matter has been properly heard, and considered; and

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

Action

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Staunton that the Trolley Advisory Board is officially dissolved and no longer exists as one of the City's boards and commissions.

BE IT FURTHER RESOLVED that Council, on behalf of the City, extends its grateful thanks to those citizens of the City who served previously as members of the board for their services.

Adopted:

Carolyn W. Dull, Mayor

ATTEST: _____

Suzanne F. Simmons
Clerk of Council

City Council
WORK SESSION
January 24, 2019
6:15 p.m.

Council Members Present: Mayor Dull, Vice Mayor Kier, Council Members Curren, Harrington, Oakes, and Mead.

Council Members Absent: Council Member Holmes.

The Mayor called the meeting to order at 6:15 p.m. and the invocation/moment of silence was given by Dr. Curren.

1. Consideration of Work Session and Regular Meeting Agendas

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

Ms. Mead moved to approve the Work Session agenda and the Regular Meeting agenda as presented.

The motion was seconded by Dr. Curren and carried unanimously as follows:

Mayor Dull	aye	Dr. Curren	aye
Vice Mayor Kier	aye	Dr. Harrington	aye
Ms. Mead	aye	Ms. Oakes	aye

2. Discussion of FY2020 Holiday Schedule

Jon Venn, Director of Human Resources, stated the City of Staunton observes 10 paid holidays annually, plus other holidays as designated by City Council, pursuant to Personnel Policy 5.3. Mr. Venn requested that Friday, July 5, 2019, and Tuesday, December 24, 2019, be designated as additional holidays. He noted for the two additional days there was a precedent from 2013, where July 4th and Christmas fell on the exact same day.

The holiday schedule is planned in advance to allow employees and departments time to plan and coordinate operations. Staff scheduled to work essential services on a holiday are provided an alternate holiday. In case of emergency, employees called in to work during a holiday are paid for time worked and receive an alternate holiday.

Vice Mayor Kier clarified that this proposed schedule is for City of Staunton employees only.

This will be Item E on the Regular meeting agenda.

47 **3. Discussion of Non-Exclusive Franchise Ordinance to Place Natural Gas Transmission**
48 **Facilities within the City Public Rights-of-Way**
49

50 Tom Sliwoski, Director of Public Works, stated the City has advertised and solicited bids for a
51 potentially 25-year non-exclusive franchise to provide natural gas service facilities and public
52 rights-of-way.
53

54 Mr. Sliwoski stated this item was originally on Council's December 13, 2018 regular meeting
55 agenda; however, no bids had been submitted at that time. Council did not conduct the public
56 hearing and agreed to postpone this matter until tonight's meeting.
57

58 Mr. Sliwoski stated Columbia Gas or its predecessor company has provided natural gas service in
59 the City for well over 95 years. In more recent years, they've made a substantial investment in the
60 number of projects and the dollar volume of projects done in the City. He noted it is part of a
61 multiyear and millions of dollars investment program to improve their facilities. Mr. Sliwoski
62 stated the work has not been without disruption and inconvenience, but it has been a fundamental
63 part of Columbia Gas's commitment to provide long term, reliable, safe service to the citizens.
64

65 Mr. Sliwoski stated at Council's regular meeting, the Mayor will open all bids, read them aloud,
66 inquire if there are any other bids to be received, declare the bidding closed, and conduct a public
67 hearing, as properly noticed in *The News Leader*. Mr Sliwoski stated if only one bid has been
68 submitted, Council may elect to award the franchise at tonight's meeting. If another bid is
69 received, Council may take this under advisement and consider the award of the franchise at the
70 next meeting on February 14, 2019.
71

72 Mr. Sliwoski introduced Karl Brack, from Columbia Gas' Chesterfield headquarters, as well as
73 local representatives from Columbia Gas. Mr. Brack stated Columbia Gas was proud to have
74 provided natural gas service to Staunton for over 95 years. He then gave a summary of their
75 services and investments that Columbia Gas has made in the City, most notably since 2011, with
76 modernization investments.
77

78 This will be Item A on the Regular meeting agenda.
79

80 **4. Presentation of Quarterly Financial Report**
81

82 Cindy Fitzgerald, Interim Director of Finance, presented the quarterly financial report for the
83 second quarter of fiscal year 2019. She stated the City had received approximately \$23.5 million
84 of the expected \$57.3 million in the budget, which is 41% of expected revenue.
85

86 Ms. Fitzgerald stated most of the revenues collected on a monthly basis are tracking with close to
87 50% of expected revenue. Real estate taxes are 26% with the largest part collected in June for the
88 2019 assessment. On the expenditure side, the City has spent \$23.3 million of expected
89 expenditures. She noted most departments are on track showing at or below 50% expended. Ms.
90 Fitzgerald stated that total includes \$6.6 million transferred to the School Board, which is half of
91 the appropriated transfer for this year.
92

93 Ms. Fitzgerald stated, compared to last year, the City had received 42% of the revenue budget and
94 spent approximately 51%.
95

Regarding sales, meals, and lodging taxes, Ms. Fitzgerald stated all were showing increases. She noted this is possibly due to Frontier Center and Staunton Crossing developments.

Dr. Harrington asked if it was possible to identify increases in revenue from the Queen City Mischief & Magic event. Ms. Fitzgerald noted she could obtain specific figures from the Commissioner of Revenue.

Mayor Dull noted an increase when comparing September and October from previous years. She stated that all of those taxes are reflecting the good economy and new businesses.

5. Discussion of the Capital Improvement Plan

Jeanne Colvin, Budget Manager, provided a review of the annual update to the Capital Improvement Plan for all City funds and the Education Fund. She stated she had two items to discuss that involved the high school project and purchase of a new fire truck.

Regarding the high school project, Ms. Colvin stated funds are being borrowed from the Virginia Public School Authority. In February, the School Board and City Council will need to adopt a resolution to initiate the bond process. Ms. Colvin stated the School Board meets on February 11, 2019, and Council meets on February 14, 2019. She noted there will be a vote for a resolution, and bids will be received on March 26, 2019. She stated there is a City Council meeting scheduled for March 28, 2019, and did not feel there is enough time to evaluate the bids. Ms. Colvin stated there is a budget work session scheduled for April 4, 2019, and Council will most likely be asked to conduct a special meeting that night to adopt the authorizing bond ordinance that will give the exact dollar amount to be funded for the project. Ms. Colvin explained that she had spoken to the state office, and that the ordinance will need to be submitted by April 5, 2019.

Ms. Colvin stated \$200,000 has been set aside per year for the purchase of new fire trucks. She noted the ladder truck is in line to be replaced, and the new cost is approximately \$1.6-1.8 million. Ms. Colvin stated there is approximately \$580,000 in the CIP. She noted Council would need to give their approval in order to proceed. Ms. Colvin stated a pumper truck is scheduled to be purchased within the next three years.

Ms. Oakes asked what becomes of the old fire truck once the new one is in place. Scott Garber, Fire and Rescue Chief, stated the old truck could be sold to a smaller department for \$200,000-300,000, which would offset the overall purchase costs of the new truck.

Dr. Harrington asked what features or capabilities the new truck would have. Chief Garber presented pictures of the truck's design and explained its capabilities. He noted the current truck is 17 years old with 120,000 miles.

Ms. Mead asked what the expected useful life was for the new truck. Mr. Garber stated it was approximately 15 years on average.

Discussion ensued on maintenance for the new fire truck as well as the design.

Ms. Colvin stated if Council gives their verbal approval, then a purchase order would be placed in the system. She explained there was adequate money in the CIP for cash flow. She noted no money would be transferred from any project.

Mayor Dull and Council members unanimously gave their approval.

Ms. Colvin stated there is an additional work session scheduled for February 14, 2019, with final consideration scheduled for the regular meeting that evening. She stated there have been no changes made.

Ms. Colvin stated a public hearing was conducted at the Planning Commission meeting on January 17, 2019, with no one speaking. She noted that, subsequent to the public hearing, the Planning Commission approved the CIP on a unanimous vote.

The School Board reviewed the school capital projects on December 10, 2018, and adopted the Education Fund CIP on January 14, 2019.

Mayor Dull asked about money to be received from the Community Development Block Grant program. Mr. Owen explained that it has still not been approved by Congress.

6. Review and Approval of FY2020 Budget Calendar

Ms. Colvin presented the budget calendar for both the City and the School Board. She noted the process was started in October, 2018. She plans to present the budget on March 28, 2019. Ms. Colvin stated a public hearing would also be held on March 28, 2019, regarding the reassessment. She noted this year's reassessment is up over 5% and noted a separate public hearing would need to be conducted. Ms. Colvin stated that that public hearing would require a 30-day advertisement. She noted the other stipulation is if Council does not adopt the budget by April 30, 2019, then the public hearing would need to be conducted again with another 14-day advertisement.

Ms. Colvin stated on April 4, 2019, there is a budget work session scheduled, but a formal session would also need to be held so that Council may consider the bond ordinance for the high school project. She noted the budget is scheduled to be adopted on April 25, 2019.

The work session adjourned at 6:43 p.m.

Suzanne F. Simmons
Clerk of Council

REGULAR MEETING OF STAUNTON CITY COUNCIL**Thursday, January 24, 2019****7:30 p.m.****Council Chambers**

PRESENT: Mayor Carolyn W. Dull
Ophie A. Kier, Vice Mayor
James L. Harrington
Erik D. Curren
Andrea Oakes
Brenda O. Mead

ABSENT: R. Terry Holmes
Steven Rosenberg, Deputy City Manager

ALSO PRESENT: Stephen F. Owen, City Manager
Douglas L. Guynn, City Attorney
Suzanne F. Simmons, Clerk of Council

Mayor Dull called the meeting to order. The Pledge of Allegiance was recited in unison.

MAYOR'S REPORT

Mayor Dull stated she had recently traveled to Cuba. She noted she'd had a speaking event at a luncheon held by the Welcome Ladies group at Covenant Presbyterian Church. That group asked that the sanitation workers and snow removal employees in the Public Works Department be recognized for their dedication and hard work.

ADDITIONAL ITEMS BY MEMBERS OF COUNCIL

Vice Mayor Kier stated he'd attended a meeting of the Shenandoah Valley Workforce Development Board and was impressed with what they do with business and industry. He noted that the IT field will experience a great demand for workers in the future.

APPROVAL OF MINUTES

Mayor Dull noted she would abstain as she was not present at Council's meeting on January 10, 2019.

Ms. Oakes moved to approve the work session and regular meeting minutes of January 10, 2019.

The motion was seconded by Dr. Harrington and carried as follows:

Ms. Mead	aye	Vice Mayor Kier	aye
Dr. Harrington	aye	Ms. Oakes	aye
Dr. Curren	aye	Mayor Dull	abstain

REGULAR MEETING**A. Public Hearing and Consideration of Non-Exclusive Franchise Ordinance to Place Natural Gas Transmission Facilities within the City Public Rights-of-Way**

Tom Sliwoski, Director of Public Works, stated Columbia Gas of Virginia and its predecessor companies have been providing natural gas service in the City for over 95 years. He noted in more recent years Columbia Gas has made a substantial number of infrastructure investments and system improvements in the City with over \$22 million spent in Staunton alone.

Mr. Sliwoski stated Mayor Dull would open all bids for this 25-year non-exclusive franchise agreement, read them aloud, inquire if there are any other bids from the audience and receive them if offered, and then declare the bidding closed. Mr. Sliwoski stated a public hearing would then be conducted. He noted if only one bid is received, Council may award the franchise agreement at tonight's meeting. However, if more than one bid is received, then Council may take the matter under advisement and bring it back at the February 14, 2019 meeting.

Mr. Sliwoski stated Karl Brack, representative for Columbia Gas, was present to answer any questions Council might have.

Mayor Dull stated only one bid had been received, which was from Columbia Gas. She read the company's proposed bid, which also include Columbia Gas' check in the amount of \$100 as its bid amount. It was noted that Columbia Gas agreed to reimburse the City for its costs in connection with the required public notice.

Mayor Dull asked if there was anyone in the audience who wished to submit a bid. There were no one in the audience that submitted a bid. Mayor Dull then declared the bidding closed.

The Public Hearing was opened.

Baldwin Jennings, 332 Sharon Lane, stated Columbia Gas had provided good service over the years, and he had never experienced any problems with the company.

There being no one else wishing to speak, the Public Hearing was closed.

Dr. Curren moved that City Council adopt the franchise ordinance, as presented, granting to Columbia Gas of Virginia a non-exclusive franchise to provide natural gas service within the corporate limits of the City of Staunton, as set forth in the ordinance.

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

Mayor Dull	aye	Vice Mayor Kier	aye
Dr. Harrington	aye	Ms. Mead	aye
Dr. Curren	aye	Ms. Oakes	aye

Ordinance No. 2019 - 06**AN ORDINANCE**

Granting to Columbia Gas of Virginia, Inc., a Virginia Corporation, ("Grantee"), its successors and assigns, upon the express written approval of the City of Staunton and pursuant to the Code of Virginia, a non-exclusive franchise to use the streets, alleys, and right-of-ways, of the City of Staunton, for the purposes of laying, constructing, operating, using, extending, repairing, replacing, renewing, and maintaining along and under the same, pipes, appurtenances, and such other facilities as may be necessary or desirable for the maintenance, distribution, and transmission of natural gas within and through the City of Staunton, Virginia.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA:

Section 1. Scope.

(a) A non-exclusive franchise ("Franchise") is hereby granted to Columbia Gas of Virginia, Inc., a corporation organized and existing under the laws of the Commonwealth of Virginia, its successors and assigns, to use and occupy the public rights-of-way meaning streets, alleys, roads, bridges, sidewalks, lanes, courts, ways and boulevards, including utility easements, waterways, or other public places actually used as public rights-of-ways dedicated to public use for travel (hereinafter, "Streets"/"Public Right-of-Way") in the City of Staunton, Virginia, (the "City") as now existing or hereafter extended (including by any annexation), for the construction, maintenance and operation, in, under, along and through said Streets of a system of pipes, mains, manholes, connections, meters and other equipment, facilities and appliances (collectively, the "Facilities") necessary or convenient for the transmission, distribution and sale of natural gas in, through, or to any part of the City upon the express written approval of the appropriate agency or authority within the City of Staunton. In addition, subject to the indemnification provision of Section 6 of this Franchise, Grantee shall have the right to use any City-owned utility easements which grant the City the right to lay and maintain facilities.

(b) Nothing in this Ordinance waives or releases the rights of the City in and to the Streets. The City is free to realign, re-grade, otherwise alter, close and/or vacate the Streets and require Grantee to alter its Facilities as a result, under the conditions set forth in Section 4 of this Ordinance.

(c) This Franchise does not grant to the Grantee use of City-owned structures or City-held fee property that is not part of the Streets. The terms and conditions of the Grantee's use of any City-owned Structure or property shall be set forth in a separate ordinance, agreement, lease or other document, as appropriate.

(d) Nothing in this Ordinance affects the right of the City to grant any other person a franchise to occupy and use the Streets to install, construct, maintain, upgrade, repair and remove such person's pipes, mains, manholes, connections, meters and other equipment, facilities and appliances for the purpose of providing natural gas distribution or to engage in any other activity in

the Streets, provided that the exercise of such right will not require Grantee's Facilities to be unreasonably interfered with or, except as otherwise provided by this Ordinance, by other law, or by agreement, relocated. Nothing in this Ordinance affects the right of the City to occupy and use the Streets to install, construct, maintain, operate, upgrade, repair and remove its water lines, sewer lines, storm water pipes, associated appurtenances, manholes, or to engage in any other activity in the Streets, provided that the exercise of such right will not require Grantee's Facilities to be unreasonably interfered with or, except as otherwise provided by this Ordinance, by other law, or by agreement, relocated.

Section 2. Legal Compliance.

(a) The materials to be used and the manner of construction and repair to be followed under this Franchise shall be such as are commonly used in comparable circumstances and shall conform substantially to the Minimum Federal Safety Standards for the Transportation of Natural and Other Gas by Pipeline, 49 Code of Federal Regulations Part 192.1 et seq., or successor regulations ("49 CFR 192").

(b) The Grantee shall comply with all local laws, rules, regulations, orders, or other directives of the City issued pursuant to this Ordinance or with respect to the City's management of its Streets or other exercises of its police power. The Grantee shall have the sole responsibility for obtaining all permits, licenses and other forms of approval or authorization necessary to install, maintain, upgrade, repair and remove Facilities within, on, over and under the Streets.

(c) This Franchise is granted under the express condition that the Grantee, its successors and assigns, shall maintain its system for the transmission, distribution and sale of natural gas in the City of Staunton subject to (a) the rules, regulations, orders and directives of the State Corporation Commission of the Commonwealth of Virginia, ("Commission"), (b) the rates, and general terms and conditions of service contained in the Grantee's tariff, as modified from time to time, on file with the Commission, and (3) the rules, regulations and orders of the City Council of the City of Staunton and its designee(s), including terms and conditions contained in written approvals given by the City Council for the construction, maintenance and operation of Grantee's Facilities. In addition, to avoid accidental damage to Grantee's Facilities, Grantee agrees promptly to comply with any request from the City, its agents, employees, or its contractors that Grantee locate the position of specific portion(s) of Grantee's Facilities in accordance with the Virginia Underground Utility Damage Prevention Act (Va Code §56-265.14)

(d) This Franchise and the rights and privileges hereby granted and conferred are conditioned upon the Grantee maintaining or obtaining from the Commission such certificates of public convenience and necessity as may be requisite for operations hereunder.

Section 3. Safety.

(a) The work to be done under this Franchise shall be done in accordance with Virginia Code Section 56-265.14 et seq. (Virginia Underground Utility Damage Prevention Act, "Miss Utility Requirements") and in such manner as not to damage any other underground construction of any other entity holding a franchise from the City or any construction that complies with Miss Utility Requirements performed by the City itself, or unnecessarily interfere with the making of connections by the City or by the citizens thereof with water lines, sewer lines, or storm water pipes, which may now or hereafter be laid or constructed by the City or by any other entity holding a franchise from the City that comply with Miss Utility requirements. When the Streets are used for any underground construction, unless otherwise agreed to by the City, the surface thereof shall be restored within ten (10) business days from completion of the work to, as nearly as possible, the same condition as existed prior to such construction. All repair work will be done so as to have a one (1) year warranty on workmanship and materials. If workmanship and/or materials fail, corrective work will be

187 accomplished within ten (10) business days of first report. For purposes of this Subsection 3(a),
188 requests for extensions by the Grantee for more than 10 business days to complete work and
189 restoration will not be unreasonably denied by the City. All work done under this Ordinance shall
190 be done in such a manner as to not needlessly interfere with or impede free and proper use of the
191 Streets by the public, or obstruct the travel thereof except with the advance, express permission of the
192 City, which may be granted or withheld in the City's sole discretion, not to be unreasonably withheld,
193 or in the case of an emergency related to the safety, health and welfare of the public. The Department
194 of Fire and Rescue Chief or other officer in charge as designated by the City Manager, shall have the
195 sole right to determine whether an emergency related to the safety, health and welfare of the public
196 exists. For avoidance of doubt, Grantee may treat a situation as an emergency if the Department of
197 Fire and Rescue Chief or other officer in charge or other designated representative has declared it to
198 be an emergency.

199 (b) The locations of all mains, conduits, pipes and other appurtenances in the Streets that
200 are laid or constructed pursuant to this Ordinance shall be subject to the approval of the Director of
201 Public Works or other designated representative of the City of Staunton, not to be unreasonably
202 withheld. Grantee shall, promptly after the award of this Franchise, develop a protocol with the City
203 to provide the City with the opportunity to view complete mapping information of its distribution
204 system, which shall be timely maintained to show all subsequent additions and/or deletions to such
205 distribution system. Such mapping shall not be made available for public dissemination, except as
206 otherwise required by law and with the prior consultation or approval of Grantee.

207 (c) The Grantee shall, at its own cost and expense, undertake to prevent accidents at its
208 work sites in, at or on the Streets, including the placing and maintenance of proper guards, fences,
209 barricades, flagmen and suitable and sufficient lighting, in accordance with federal, state and City
210 laws. No excavations will be allowed to remain open, unless protected by steel plates or secured in
211 another manner approved in advance by the city.

212 Section 4. Relocation.

213 (a) Whenever any of Grantee's Facilities shall unnecessarily interfere with public Street
214 improvements or sidewalks actually being constructed in the City, whether such improvements be
215 new or in the nature of changing any location of or repairing existing Streets, the City may, upon
216 reasonable notice commensurate with the size of the project but in no case less than one-hundred
217 twenty (120) days, require the Grantee at its cost to move so much of its Facilities as may
218 unreasonably interfere with the progress of such improvements, and upon the failure of the Grantee
219 to do so in a timely manner, the City may, after thirty (30) days' written notice to the Grantee, itself
220 make or cause to be made such necessary changes in the Facilities of the Grantee at the cost and
221 expense of the Grantee in accordance with the terms of Section 4 (c) below.

222 (b) Whenever the City or any of its departments, agencies, and/or agents, servants, or
223 employees shall grade, re-grade, construct, reconstruct, widen, or alter any Street or shall construct,
224 reconstruct, repair, maintain, or alter any other municipal public works therein (including but not
225 limited to water lines, sewer lines, storm sewer pipes), and except where such reconstruction or
226 alteration is for the exclusive benefit of a third party, it shall be the duty of the Grantee, when provided
227 a notice to proceed by the City, within a reasonable time commensurate with the size of the project
228 but in no case less than one-hundred twenty (120) days, to alter or relocate at Grantee's expense its
229 Facilities in the Street so as to conform to the established grade or line of such Street so as not to
230 unreasonably interfere with such municipal public works so constructed, reconstructed, or altered.
231 The City shall reimburse the Grantee for the cost of alteration, relocation, removal or break through
232 of Facilities to the extent and only in an amount required by the Code of Virginia, as amended;
233 otherwise, Grantee shall bear the cost of such alteration, relocation, removal, or breakthrough. In the

event the Grantee must relocate Facilities pursuant to this Section 4, the City shall make available, at no cost to Grantee, permits and alternative space in the Streets for such relocation of Facilities, provided that (i) such alternative space need not be in the exact same Streets but shall be in reasonable proximity to the previous location; and (ii) such alternative space is reasonably available elsewhere in the Streets.

(c) If the Grantee neglects to alter or relocate Facilities within the time frame of the reasonable notice provided in section 4(a) or 4(b) above, the City shall send a second notice notifying Grantee that in thirty (30) days the City may elect to place on hold the issuing of all permits for the Grantee's work in the City, except permits required to address emergencies endangering public health, safety or welfare. The existence of an emergency shall be determined by the same parties and under the same criteria set out in section 3 (a) above.

(d) The Grantee shall be entitled to an apportioned amount of any state or federal funds made available to the City in conjunction with the relocation or protection of work, provided such funds, or a portion thereof, are designated for utility relocation costs. If two or more utility service providers in the City are eligible for relocation cost reimbursement, then available funds shall be shared by those eligible providers in the manner required by the state or federal fund-granting agency and, if that agency does not set forth requirements for sharing, then by prorating the reimbursement based on the total relocation costs of each provider.

(e) Quarterly, the City and Grantee shall meet to discuss the timing of future projects requiring coordination of construction work.

Section 5. Restoration of Right-of-Way.

The Grantee shall be liable, at its own cost and expense, to reasonably replace or repair, within a reasonable time not to exceed the same day for passable portions of Streets (unless otherwise agreed to by the City) and not to exceed ten (10) working/business days for all other replacements or repairs, and complete restoration of the site to the condition that existed prior to the commencement of Grantee's activities, any Street or structure thereon, thereunder or there over that may become disturbed or damaged as a direct result of the Grantee's activities (unless otherwise agreed to by the Director of Public Works, or designee). Restoration of hard surface Streets requires a comparable hard surface. All provisions of Staunton City Code Section 12.10.070 and successor provisions shall apply to all implicated new and restoration work. If Grantee does not commence such replacement or repair within such reasonable time period as aforementioned or otherwise agreed to by the parties and after notice by the City to the Grantee, the City may make such replacement or repair, and the Grantee shall pay the reasonable cost of the same. No acceptance of any payment by the City shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount, nor shall such acceptance of any payment be construed as a release of any claim that the City may have for further or additional sums payable under the provisions of this Ordinance. Any damage done by the Grantee to any pavement, sidewalk, or pipe, to include water, sanitary sewer or storm sewer pipes, of the City, the Grantee shall immediately notify the Director of Public Works and promptly repair or replace the same at its own cost and expense in accordance with the provisions of the Staunton City Code and applicable engineering standards of the City.

Section 6. Indemnification.

By accepting this Ordinance and Franchise, the Grantee, its successors and assigns, hereby agrees to indemnify, defend and hold harmless the City of Staunton from any and all claims, damages, losses, costs, expenses, or judgments which may be awarded in any legal action, and to pay all expenses including, but not limited to, reasonable attorney's fees, reasonable investigative costs and court costs, due to personal injuries, property damage, or property right acquisition arising from the construction, operation or maintenance of the works herein authorized, the exercise of any right or

privilege granted by this Franchise, or the performance of any duty hereby imposed, provided, Grantee has received actual notice of such claim or loss, or received lawful service of process in any legal action or proceeding for which Grantee may be obligated under the terms of this provision, and provided further that the Grantee has control of the defense of any such claim or suit. However, no provision of this Ordinance shall be construed to render the Grantee liable for the negligence or willful misconduct of the City, its agents or employees, its contractors, or any other persons. The Grantee, its successors and assigns, shall obtain and keep in full force and effect during the life of this Franchise a policy or policies of liability insurance issued by surplus lines insurer(s), in an adequate amount or amounts to be approved by the City (approval not to be unreasonably withheld) and file proof thereof in the office of the City Clerk. This indemnification provision shall survive the expiration or termination of this franchise.

Section 7. Taxation.

The right of the City to impose and collect any other lawful license, property or other tax upon the Franchise herein granted and upon properties constructed or installed by the Grantee hereunder shall not be deemed to be waived, abridged or in any way affected by this Ordinance.

Section 8. Bid Bond.

Any person, firm or corporation bidding for this Franchise shall deposit with the bid his or its certified check in the sum of \$10,000.00, payable to the Treasurer of the City of Staunton, Virginia, which check, on the part of the Grantee awarded this Franchise, shall be security to the City that said Grantee will accept the Franchise within thirty (30) days after the adoption of the Ordinance granting the same. Such acceptance shall be in writing, signed by an officer of the Grantee duly authorized so to do. Upon the failure of the Grantee to accept this Franchise pursuant to the provisions of this section, such Grantee shall forfeit to the City the said sum of \$10,000.00 required to be deposited with the bid. The checks of all other bidders shall be returned to them upon the award of this Franchise to the Grantee.

Section 9. Performance Guarantees.

(a) This Ordinance and the grant of the rights and privileges hereby conferred shall not become effective unless and until the Grantee shall file with the City Manager of the City of Staunton its written acceptance hereof in form satisfactory to the City, and enter into a bond in the initial sum of \$50,000, with good and sufficient security and which shall be in such form as may be satisfactory to the City Attorney, with the condition that the Grantee will construct the works provided herein, which may be reasonably necessary for the exercise of the rights and privileges granted by this Franchise, will maintain the same in good order throughout the term of this grant, and will comply in all respects with the terms, provisions, and conditions of this Ordinance. Such acceptance and the said bond shall be filed within thirty (30) days from the passage of this Ordinance. Said bond shall not in any way be considered as the limit of Grantee's obligations or possible liabilities hereunder. The City may require Grantee, within thirty (30) days of written notice, to increase the amount of the Surety Bond by the percentage increase in the most recently published Consumer Price Index (CPI-U, all products) since the posting of the Surety Bond or any prior increase of the Surety Bond. Whenever the City draws upon the Surety Bond, Grantee shall replenish the bond within thirty (30) days thereafter. The City may use any lawful collection method to recover costs due to it under the terms of this Franchise. Grantee shall be liable to the City for all costs of collection, including a reasonable attorney's fee. This fee-shifting provision shall survive the expiration or termination of this Franchise.

(b) To the extent necessary to determine the Grantee's compliance with this Franchise or to carry out the City's authority to manage the Streets, the Grantee shall make available to the City for inspection, examination and/or audit within thirty (30) business days' notice to the Grantee, such

complete and accurate books of account, records, documents and other information, as maintained by Grantee in accordance with Grantee's record retention policy, as the City may reasonably need with respect to the Facilities or the transmission, distribution and sale of gas in, through, or to any part of the City, including, without limitation, books of account, records, documents and other information adequate to enable the Grantee to demonstrate, at all times throughout the Term that it is, and has been, in compliance with each term and condition of this Franchise.

(c) The City may conduct compliance audits concerning Grantee's compliance with the terms and conditions of this Ordinance at any time during the Term, provided that the City gives the Grantee written notice thirty (30) days in advance of the commencement of compliance audits, and such audit has not taken place within the previous twelve (12) months. If the compliance audit finds underpayments or other non-performance not remedied within thirty (30) days of the date the payment or performance was due, Grantee shall reimburse the City the cost of performing the compliance audit upon presentation of an invoice for that expense.

Section 10. Term and Hold-over.

The privileges hereby granted shall continue for a period of ten (10) years from the date of the approval of this Ordinance ("Initial Term"). Upon the expiration of the Initial Term or any subsequent Additional Term(s) (as defined below), this Franchise shall be automatically renewed for additional five (5) year term(s) (each an "Additional Term") (for a total "Term," Initial Term plus any Additional Terms not to exceed twenty-five (25) years), unless either City or Grantee has submitted written notice of its intent to terminate this Franchise at least one-hundred twenty (120) days prior to the expiration of the then-current term. If the Grantee continues to use Facilities in the Streets after the Term, then the Grantee shall continue to comply with all applicable provisions of this Ordinance and other City laws and ordinances, throughout the period of such continued use, except as otherwise provided in Section 14 of this Ordinance.

Section 11. Effective Date.

This Ordinance shall be in force from its passage.

Section 12. Provision of Service.

(a) In accordance with Grantee's Gas Tariff approved by the Commission, Grantee shall provide and maintain an adequate and efficient and safe service of natural gas for light, heat, power and fuel and other practical uses thereof at reasonable rates in the City, to said City and residents thereof, and shall maintain its properties, works and structures located in the said City in good order throughout the term for which the Franchise is granted, except when prevented from doing so by fire, flood, labor strike, or similar causes beyond its control, which may temporarily prevent the maintenance of such services and such conditions of the property, that Grantee shall stand ready at all times to make service connections for supplying gas for light, heat, power, and fuel and other practical uses and purposes at any point within the corporate limits of the said City, upon the proper applications therefore in accordance with the standard terms and conditions of Grantee as approved by the Commission and in effect at the time such application was made; provided that Grantee shall not be required to make service connections, extensions, across private property.

(b) The adequacy and efficiency and safety of service under this Franchise and the reasonableness of the rate of charge to the public therefore and the reasonableness of the rules and regulations affecting such service to the public are to be determined by the Commission, or by such other legally constituted regulatory body as may have jurisdiction under the laws of the State of Virginia to determine such matters and Grantee in accepting this Franchise expressly agrees that the said Commission or other body shall have jurisdiction to the full extent and in the manner now or hereafter, during the life of this Franchise provided by law to enforce the provisions of this Franchise to the full extent provided by law.

(c) The City may, at any time, in case of fire, disaster, or other emergency, as determined by the City in its sole reasonable discretion, request the immediate support of the Grantee to secure Facilities to protect public safety and in accordance with the Virginia Underground Utility Damage Prevention Act.

(d) As soon as practicable, the Grantee shall notify the City Manager or Public Works Director or their designee of any emergency related to the distribution or provision of natural gas, and as necessary to protect the public safety, Grantee shall coordinate its activities in responding to the emergency with the City Manager or Public Works Director or their designee. Except during emergency situations related to the safety, health and welfare of the public, the Grantee will secure, prior to commencing construction activities, all necessary permits and licenses in connection with the installation, maintenance, upgrade, repair and removal of Facilities within, on, over, or under the Streets. During emergency situations related to the safety, health and welfare of the public, the Grantee shall take all reasonable measures to restore service and alter its Facilities as necessary to ensure the safety, health and welfare of the citizens of the City. Nothing in this Ordinance waives any of the City's ordinances or regulations or the City's right to require the Grantee to secure appropriate permits or approvals for use of the Streets.

(e) Grantee agrees that any natural gas distributed to consumers through natural gas mains or natural gas services or used for domestic purposes, which does not naturally possess a distinctive odor to the extent that its presence in the atmosphere is readily detectable at concentrations well below that required to produce an explosive mixture, shall have an odorant added to make it detectable in accordance with 49 CFR Part 192.

(f) Whenever it is necessary to shut off service for the purpose of making repairs or installations, Grantee shall do so at such times as will cause the least amount of inconvenience to its customers, and unless such repairs are unforeseen and immediately necessary, it shall give reasonable notice thereof to the consumers to as to minimize any inconvenience.

Section 13. Remedies.

If City chooses to terminate this Ordinance pursuant to Section 20 herein and the termination has not been set aside by the Commission, then the City may exercise its right of eminent domain and thus acquire all of the interests and property of Grantee of every nature and description which constitutes the City gas system and those things incident thereto. Possession and fee simple ownership shall vest upon the payment by the City to Grantee of the award in condemnation or as otherwise permitted by law. In such a condemnation proceeding the Franchise shall not constitute an asset of the Grantee but in all other respects such proceeding shall be in accordance with eminent domain procedure in Virginia. The City may enforce any provision of this Franchise by an action for mandamus or injunction or as otherwise permitted by law. If the City obtains a writ of mandamus or an injunction or other order to enforce any provision of this Franchise, Grantee shall pay the City its cost of litigation, including reasonable attorney's fees and expenses and expert witness or other professional fees and expenses.

Section 14. Right to Purchase; Removal of Facilities.

(a) At the expiration of the life of this Franchise, the City of Staunton shall have the right, at its option, to purchase at a fair valuation, to be determined in the manner hereinafter provided, all the Facilities of Grantee, its successor and assigns, lying and being within the corporate limits of the City. Should the City desire to avail itself of the privilege herein reserved, then the value of said property of Grantee shall be ascertained and arrived at between the City and Grantee, its successors or assigns, by agreement if possible; but in the event that the value thereof cannot be agreed upon, then the City of Staunton shall select an appraiser, Grantee, its successors or assigns, shall select an appraiser, and the two persons so selected shall select a third appraiser, and the three persons so

selected, or a majority of them, shall fix the value of Grantee's mains, pipes, conduits and other appurtenances lying and being within the corporate limits of the said City, which shall be accepted by the City of Staunton, and Grantee, its successors or assigns, as the correct value thereof, and if the City of Staunton then desires to purchase the property aforesaid at said valuation, it shall have the right to acquire the same at the price so fixed, and pay for the same at such time and in such manner and upon such terms and conditions as the City and Grantee, its successors or assigns, may agree upon.

(b) If the City declines to exercise its power to acquire the Facilities under this provision, then within a reasonable period of time not to exceed one hundred eighty (180) days after the City gives notice to Grantee of its choice not to purchase as discussed in Section 14(a) following termination of this Franchise, Grantee shall remove or abandon in place all of its Facilities from property of the City.

Section 15. Cost of Publication and Review and Negotiation.

Grantee shall assume the City's cost of publication and review and negotiation fees for this Franchise as such costs shall be presented to Grantee by the City Treasurer, upon Grantee's filing of acceptance and shall be paid at that time, not to exceed \$5,000.00.

Section 16. Authority to Reject Bids.

The Council of the City of Staunton expressly reserves the right to reject any and all bids and to accept any bid as permitted by law.

Section 17. Assignment.

This Franchise shall not be transferred, assigned, or sub-let without the prior written consent of the City. Such consent shall not be unreasonably withheld. However, Grantee may assign the entire Franchise to any entity which is successor to Grantee, after prior written notice to the City provided such assignee is a public service company subject to regulation by the Commission. For purposes of this Ordinance, Grantee's "successor" is an entity which provides the same services in the service territory covered by this Franchise in place of Grantee.

Section 18. Other Ordinances. The rights and privileges granted herein to use the Public Rights-of-Way/Streets are expressly subject to the conditions, limitations, and provisions contained in the general ordinances of the City of Staunton, Virginia, in force, or that may be hereafter passed by the City, relative to the use of the Public Rights-of-Way so far as they may be applicable to the rights and privileges herein granted, provided such ordinances that may be passed will not place any unreasonable or impracticable burden exclusively upon the Grantee.

Section 19. Severability. The sections, paragraphs, sentences, clauses, and phrases contained in this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional or otherwise invalid by a valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance.

Section 20. Enforcement and Termination.

(a) In the event that the City believes that the Grantee has failed to perform any material obligations under this Ordinance and that such failure is not the result of circumstances beyond the Grantee's control, the City Council may hold a public hearing no less than thirty (30) days after providing written notice thereof to the Grantee. The written notice shall specify the nature of the alleged default. Witnesses shall testify under oath and shall be subject to cross examination. If, at the conclusion of such hearing, the City Council determines that the Grantee is in breach of this Ordinance, the City Clerk shall give written notice thereof to the Grantee, which shall thereupon have two (2) months in which to remedy the condition(s) which were the subject of such determination. In the event that the Grantee fails to remedy such condition(s) within the two-month period, the City

Council may terminate this Ordinance and the Grantee shall have no further rights, privileges, or authority hereunder except as set forth in Section 13 herein; provided that a decision by the City Council to terminate the Ordinance shall be subject to Commission review.

(b) The availability of the remedy specified in Section 20(a) shall not preclude either party from seeking and enforcing a writ of mandamus in the Staunton Circuit Court pursuant to Section 15.2-2106 of the Code of Virginia, or any successor statute, or from bringing any other suit or action which such party would be entitled to bring at law or in equity, as provided by law.

(c) The failure of either party to at any time require performance by the other party of any provision hereof shall in no way affect the rights of such party thereafter to enforce the same. Nor shall the waiver by either party of any breach of any provision hereof be taken as a waiver of any succeeding breach of such provision or of the provision itself.

Section 21. No Joint Venture. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party shall be authorized to act toward third persons or the public in any manner which would indicate any such relationship with the other.

Section 22. Immunity. Nothing herein shall be deemed to waive, compromise or limit any sovereign and other immunity of the City under then-existing Virginia law.

Section 23. Entire Agreement.

(a) This Ordinance represents the entire franchise agreement between the parties and supersedes all prior franchise agreements, including course of performance, course of dealing, and usage of trade.

(b) Should any provision of this Ordinance require interpretation or construction, it is agreed by the parties that the court interpreting or construing this Ordinance shall not apply a presumption that the provision be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party which itself or through its agents prepared the same, it being agreed that the parties hereto and their respective attorneys and agents have fully participated in the preparation of all provisions hereof.

Section 24. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, designations, or other direction or communication hereunder by any party to another shall be in writing sent to the following address:

CITY OF STAUNTON:

Staunton City Manager
P.O. Box 58
Staunton, Virginia 24402

and

Director of Public Works
City of Staunton
P.O. Box 58
Staunton, Virginia 24402

and

Staunton City Attorney
P.O. Box 58
Staunton, Virginia 24402

COLUMBIA GAS OF VIRGINIA, INC:

Karl Brack, Vice President of External & Customer Affairs
Columbia Gas of Virginia
1809 Coyote Drive
Chester, Virginia 23836

Section 25. Interpretation.

(a) Nothing in this Franchise is intended to interfere with any tariffs, contracts or other arrangements between the Grantee and a third party or between the City and a third party, or to create any third party beneficiary rights.

(b) This Ordinance embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and merges and supersedes all prior representations, agreements and understandings, whether oral or written, between the City and Grantee with respect to the subject matter hereof, including, without limitation, all prior drafts of this Ordinance and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant or independent contractor of the City or the Grantee.

(c) This Ordinance shall be binding upon and inure to the benefit of the City and the Grantee and their respective permitted successors, transferees and assigns.

(d) The headings contained in this Ordinance are to facilitate reference only, do not form a part of this Ordinance, and shall not in any way affect the construction or interpretation hereof. Terms such as "hereby", "herein", "hereof", "hereinafter", "hereunder", and "hereto" refer to this Ordinance as a whole and not to the particular sentence or paragraph where they appear, unless the context otherwise requires. The term "may" is permissive; the terms "shall" and "will" are mandatory, not merely directive. All references to any gender shall be deemed to include all others, as the context may require. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires.

Introduced: January 24, 2019

Adopted: January 24, 2019

Effective: January 24, 2019

550 /s/ Carolyn W. Dull

551 Carolyn W. Dull, Mayor

552

553 ATTEST: /s/ Suzanne F. Simmons

554 Suzanne F. Simmons

555 Clerk of Council

556

557

558 **B. Public Hearing and Consideration of a Request by John McMahon to Rezone**

559 **531 Thornrose Avenue from B-1, Local Business District Conditional, to R-2,**

560 **Low Density Residential District**

561

562 Rodney Rhodes, Senior Planner, stated John P. McMahon is requesting a rezoning of 531

563 Thornrose Avenue from B-1, Local Business District Conditional, to R-2, Low Density Residential

564 District. The property is located on Thornrose Avenue across from Gypsy Hill Park. He noted the

565 current B-1 Conditional Zoning was approved in 1992, to facilitate the change in use of the

566 property from residential to a hotel. The conditional zoning limited the hotel use to no more than

567 12 guests. Mr. Rhodes stated the current owner has ceased using the property as a hotel and is

568 requesting a down-zoning to R-2 so that the single-family residential use may be reestablished.

569

570 Mr. Rhodes stated the “Generalized Land Use and Development Guide,” *Staunton, Virginia*

571 *Comprehensive Plan 2010 – 2030*, designates this area as Low Density Residential. The proposed

572 rezoning is consistent with the Low Density Residential designation of the property.

573

574 Mr. Rhodes stated at its meeting on December 20, 2018, the Planning Commission held a public

575 hearing on the matter. On a 5-0 vote, the Commission voted unanimously to recommend approval

576 of the rezoning, concurring with staff’s recommendation.

577

578 The Public Hearing was opened.

579

580 Janice McMahon, 531 Thornrose Avenue, stated they had enjoyed operating the B&B, but felt it

581 was time to retire. They are now requesting the rezoning to single-family residential use.

582

583 There being no one else wishing to speak, the Public Hearing was closed.

584

585 Dr. Harrington moved that Council approve the rezoning of 531 Thornrose Avenue, as

586 recommended by the Planning Commission.

587

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

589

590	Dr. Harrington	aye	Vice Mayor Kier	aye
591	Ms. Mead	aye	Ms. Oakes	aye
592	Dr. Curren	aye	Mayor Dull	aye

593

594

Ordinance No. 2019-07

**AN ORDINANCE REZONING
FROM B-1, LOCAL BUSINESS CONDITIONAL, TO R-2, LOW DENSITY
RESIDENTIAL,
THAT CERTAIN TRACT OR PARCEL OF LAND
LOCATED AT 531 THORNROSE AVENUE, STAUNTON, VIRGINIA
(PID 3800)**

Recitals

A. It appears by deed dated August 20, 2012, recorded in the Clerk's Office of the Circuit Court for the City of Staunton, Virginia, as instrument number 120002146, that John McMahon and Janice E. McMahon acquired from Otis W. Huston and Suzanne S. Huston what is referenced in such deed as "531 Thornrose Avenue" and as "Lots 1 and 2", with further description provided in the deed, a copy of which is annexed and incorporated by reference;

B. John P. McMahon has applied to the City of Staunton for a zoning classification change for such lot or parcel from B-1, Local Business Conditional, to R-2, Low Density Residential;

C. John P. McMahon wishes to reestablish a single-family use of the property although the current B-1, Local Business Conditional zoning limits the use of the property to a hotel with no more than 12 guests;

D. The Planning Commission of the City of Staunton has properly heard the matter and recommended the proposed rezoning;

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

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

Ordaining Action

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia that the above-described lot or parcel referenced and known with street address as 531 Thornrose Avenue (PID 3800), in the City of Staunton, Virginia, is **HEREBY REZONED** from B-1 Local Business Conditional to R-2 Low Density Residential, as provided in the Staunton City Code.

Introduced: January 24, 2019

Adopted: January 24, 2019

Effective Date: January 24, 2019

641 /s/ Carolyn W. Dull

642 Carolyn W. Dull, Mayor

643
644
645 ATTEST: /s/ Suzanne F. Simmons

646 Suzanne F. Simmons

647 Clerk of Council

648
649 **C. Public Hearing and Consideration of a Request by Helmuth Builders Supply, Inc.**
650 **to Rezone 805 Richmond Avenue, 807 Richmond Avenue, and 809 Richmond**
651 **Avenue from I-1, Light Industrial District, to B-2, General Business District**
652

653 Mr. Rhodes stated in March 2017, Staunton Machine Works Inc. requested a rezoning of 811
654 Richmond Avenue from I-1, Light Industrial District, to B-2, General Business District. The
655 rezoning was approved and permitted Helmuth Builders to locate at its current location. Helmuth
656 Builders now desires to expand its sales yard, which has prompted this rezoning request.

657
658 Mr. Rhodes stated the purpose of the rezoning is to allow for the expansion of Helmuth Builders,
659 the principal business of which is the sale of prefabricated utility buildings. The sale of such
660 structures is only permitted in a business district. The “Generalized Land Use and Development
661 Guide,” *Staunton, Virginia Comprehensive Plan 2010 – 2030*, designates this area as General
662 Commercial. The rezoning is consistent with the General Commercial designation of the property.

663
664 Mr. Rhodes stated when the business was first opened, due to its scale, it did not meet the threshold
665 for requiring a site plan. However, with this expansion, a site plan will now be required. He noted
666 the site plan will be reviewed to ensure compliance with requirements, including landscaping and
667 screening, adequate customer parking, stormwater management and erosion and sediment control.

668
669 Mr. Rhodes stated at its meeting on December 20, 2018, Planning Commission held a public
670 hearing on the matter. No one spoke in opposition to the request. On a 5-0 vote, the Commission
671 unanimously recommended approval of the rezoning, concurring with staff’s recommendation.

672
673 The Public Hearing was opened.

674
675 Wendell Hess, representative for Helmuth Builders, stated the company wishes to add more
676 display models to its sales yard. He noted a retaining wall would be installed.

677
678 There being no one else wishing to speak, the Public Hearing was closed.

679
680 Ms. Oakes moved that Council approve the rezoning of 805, 807, and 809 Richmond Avenue, as
681 recommended by the Planning Commission.

682
683 The motion was seconded by Vice Mayor Kier.

684
685 Ms. Mead stated this was a high profile, visible business on Richmond Avenue and felt the City
686 would benefit from the rezoning. She noted the company would now be required to meet
687 landscaping as well as other requirements.

The motion carried as follows:

Ms. Mead	aye	Ms. Oakes	aye
Dr. Curren	aye	Mayor Dull	aye
Vice Mayor Kier	aye	Dr. Harrington	aye

Ordinance No. 2019-08

AN ORDINANCE REZONING FROM I-1, LIGHT INDUSTRIAL TO B-2, GENERAL BUSINESS, THOSE CERTAIN TRACTS OR PARCELS OF LAND LOCATED AT 805 (PID 7611), 807 (PID 7607) AND 809 (PID 7609) RICHMOND AVENUE, STAUNTON, VIRGINIA

Recitals

A. Staunton Machine Works, Inc. (Owner) is the Owner of the real property located at 805 Richmond Avenue (PID 7611), 807 Richmond Avenue (PID 7607), and 809 Richmond Avenue (PID 7609), in the City of Staunton, Virginia, apparently having acquired all of such parcels by deed dated February 2, 1976, recorded in Deed Book 204 Page 547, in the Clerk's Office of the Circuit Court for the City of Staunton, Virginia, and by deed dated January 9, 1979, recorded in Deed Book 224 Page 525, in the Clerk's Office of the Circuit Court for the City of Staunton, Virginia, copies of which are annexed and incorporated by reference;

B. Helmuth Builders Supply Inc, on behalf and with the written authorization of the Owner, has applied to the City of Staunton for a zoning classification change for such lots or parcels from I-1 Light Industrial to B-2 General Business;

C. The Planning Commission of the City of Staunton has properly heard the matter and recommended the proposed rezoning;

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

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

Ordaining Action

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia that the above-described lots or parcels referenced and known with street addresses as 805 (PID 7611), 807 (PID 7607) and 809 (PID 7609) Richmond Avenue, in the City of Staunton, Virginia, are **HEREBY REZONED** from I-1 Light Industrial to B-2 General Business, as provided in the Staunton City Code.

Introduced: January 24, 2019

Adopted: January 24, 2019

Effective Date: January 24, 2019

/s/ Carolyn W. Dull
Carolyn W. Dull, Mayor

ATTEST: /s/ Suzanne F. Simmons
Suzanne F. Simmons
Clerk of Council

D. Public Hearing and Consideration of Amendments to Section 18.10.010(4) of Chapter 18.120, Yard, Building Setback, and Open Space Exceptions, of Title 18, Zoning, of the Staunton City Code

Mr. Rhodes stated this was a request to amend the ordinance regarding setback requirements under Section 18.10.010(4) of the Zoning Code of the City of Staunton. He noted this past year that Howard Vance of Balzer and Associates approached the City about a setback issue that a client was experiencing with a proposed single-family dwelling in the Bell Creek Subdivision. The proposed location for the dwelling met the setback requirements of the underlying zoning district; however, the proposed placement did not comply with the setback effectively established under Section 18.120.010 (4)(a).

Mr. Rhodes stated due to the topography of that particular lot it made it difficult to build on that site. The existing dwellings have effectively established an average front setback line of 28 feet. Due to the steepness of the proposed building lot the preferred location for the dwelling is 35+ feet from the right-of-way.

Mr. Rhodes stated he was familiar with other ordinances that allow some flexibility. Although the client could apply for a variance from the Zoning Code, it is unlikely that the application would meet the standards for granting a variance. Furthermore, as this situation is not an isolated case and other properties (including at least two others in Bell Creek Subdivision) are characterized by similar setback issues, the proper way to address the matter is through a text amendment.

Mr. Rhodes stated staff worked with Mr. Vance to develop the draft amendment, which provides setback flexibility in residential areas where the existing dwellings have effectively established an average front yard setback line which is less than the setback specified for that district. New dwellings may be placed at the average setback of the existing dwellings; however, they are not required to be so placed. This is a practical approach for addressing setbacks, especially in a city with varying lot configurations and topography. This also alleviates confusion over the required setbacks. The setback requirements will be noted in the provisions concerning the underlying zoning districts, without extensive exceptions found elsewhere in the ordinance. Setback requirements will not change based on the placement of other dwellings along the street.

Mr. Rhodes stated it had been brought to his attention that on line 57 of the proposed ordinance there was an unnecessary comma after "City" which should be removed.

Mr. Rhodes stated during the drafting of the text amendment, staff discussed with Mr. Vance the desire to address other issues in Section 18.120.010(4). It was noted that subsection (b) of the section is more restrictive for lots having frontage on more than one street. A significant portion of corner lots are undevelopable due to setback requirements; therefore, staff drafted the proposed text amendment to subsection (b), which provides reasonable accommodations for lots fronting on more than one street by reducing the setback requirements for corner lots.

Mr. Rhodes stated staff had also looked at addressing through lots where lots are parallel on two streets which have similar building constraints and will not allow for an accessory structure in the front yard. He noted after considerable discussion at the Planning Commission meeting on December 20, 2018, the Commission tabled action on that proposal.

Mr. Rhodes stated the two amendment proposals before Council tonight were voted on by the Planning Commission on December 20, 2018. On a 4-1 vote, the Commission voted to recommend approval of the amendment to Section 18.120.010(4)(a) which is for the front yard setback amendment. Mr. Rhodes stated on a 5-0 vote, the Commission voted to recommend approval of the amendment to Section 18.120.010(4)(b) which is for the corner side yard setback amendment.

Dr. Harrington asked if the Planning Commission held a hearing on these items. Mr. Rhodes stated a public hearing was held and no public comments were made against the proposal amendments.

Doug Guynn, City Attorney, stated there was an additional "maverick" comma after the word "streets" on line 49 which should also be considered omitted.

The Public Hearing was opened.

Daniel Hansen, representative of Balzer Associates, stated he was there to speak on behalf of their recommendations. He noted the goal was have the ordinance allow for some flexibility, but still be within the spirit of the ordinance and allow an owner to build on their lot and not be further restricted based on previous construction. Mr. Hansen stated corner lots which were previously considered unbuildable would now allow construction with this flexibility.

Tony Smith, 219 Church Street, stated his lot is on one of those corner properties mentioned. He thanked staff for anticipating this problem and informing him of the proposed amendment changes.

There being no one else wishing to speak, the Public Hearing was closed.

Ms. Mead moved that City Council adopt the proposed amendments to Section 18.120.010(4) of the Zoning Code, as recommended by the Planning Commission.

The motion was seconded by Dr. Harrington.

Ms. Oakes questioned if the two commas needing to be excluded should be included in the motion.

Mr. Guynn stated he had interpreted the motion as including the two "maverick" commas.

Ms. Oakes stated she would like to thank the Planning and Zoning staff for their flexibility for the City of Staunton.

Dr. Curren stated he would like to commend the City Attorney as an English major and appreciated his attention to punctuation.

Mayor Dull stated she would like to thank the Planning and Zoning staff for working proactively.

The motion carried as follows:

Dr. Curren	aye	Mayor Dull	aye
Vice Mayor Kier	aye	Ms. Mead	aye
Ms. Oakes	aye	Dr. Harrington	aye

Ordinance No. 2019 - 09

**AN ORDINANCE AMENDING, RESTATING, AND REORDAINING
SECTION 18.120.010, SETBACK EXCEPTIONS,
OF CHAPTER 18.120, YARD, BUILDING SETBACK, AND OPEN SPACE
EXCEPTIONS,
OF TITLE 18, ZONING,
OF THE STAUNTON CITY CODE
FOR FLEXIBILITY WHEN DETERMINING MINIMUM SETBACK REQUIREMENTS**

Recitals

A. It has been ascertained that Staunton City Code (SCC) Section 18.120.010 merits amendment to allow for greater flexibility in some respects when determining minimum setbacks in order to alleviate conditions that may be overly burdensome to citizens and developers;

B. The current provisions of SCC 18.120.010 require that any new dwelling be constructed within five feet of the average setback which has been established by the existing dwellings located on the street, limiting the ability to respond to special conditions such as topography;

C. The current provisions of SCC 18.120.010 require the full front setback to be provided from any street and for any yard facing a street to be treated as a front yard, restricting or prohibiting the development of corner lots;

D. It would serve the best interests of the City and its citizens to allow for greater flexibility when choosing a building site and for smaller setback requirements in secondary front yards on corner lots;

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

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

Ordaining Action

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that Staunton City Code Section 18.120.010 be and is hereby amended as follows:

18.120.010 Setback exceptions.

The following requirements ~~are intended to~~ provide exceptions or qualify and supplement, as the case may be, the specific district regulations set forth except in Division II of this title.

(1)

(2)

(3)

(4) The following ~~regulations~~ provisions also apply to certain conditions with respect to the use of lots and access points:

(a) If 25 percent or more of the lots on one side of the street, between two intersecting streets are improved with buildings all of which have effectively established an average ~~front~~ setback line which is ~~different from that which is less than the~~ specified setback for that district, then no building ~~on that side of the street shall be required erected unless the front of such building is within five feet of such established setback line to have a front yard greater than the average front yard of the existing buildings. However, when there are buildings on the adjacent lots on both sides, the front yard shall not be required to be greater than the average of the front yards of the buildings on the adjacent lots. Only front yards that are front facing based on the orientation of the principal structure, and the address assigned by the City shall be a factor in these calculations.~~

(b) Lots having frontage on more than one street shall provide the required front yards along those streets. On a corner lot in a residential district (R-1, R-2, R-3, R-4 and P-1), the front yard shall be designated by the orientation of the front or main door of the principal structure, as determined by the address assigned by the City unless the front yard is designated on the recorded subdivision plat. The rear yard shall be opposite the front yard. The other yard abutting street shall be a side yard and shall not be less than one-half of the front yard setback of the underlying district for single-family dwellings and accessory buildings, unless the lot meets the small lot exception granted under SCC 18.120.010 (4) (d) of this chapter. Terraces and porches shall not encroach into this side yard setback notwithstanding the exceptions on subsection (1) of this section.

In all other respects, the provisions of Staunton City Code Section 18.120.010, Setback exceptions, of Chapter 18.120, Yard, Building Setback, and Open Space Exceptions, of Title 18, Zoning, of the Staunton City Code remain the same and are hereby restated, confirmed and reordained.

Introduced: January 24, 2019

Adopted: January 24, 2019

Effective Date: January 24, 2019

/s/ Carolyn W. Dull
Carolyn W. Dull, Mayor

ATTEST: /s/ Suzanne F. Simmons
Suzanne F. Simmons
Clerk of Council

E. Consideration of FY2020 Holiday Schedule

Steve Owen, City Manager, stated every January the Human Resources Director brings forth the calendar for the coming fiscal year which begins on July 1, 2019, and runs to June 30, 2020. Mr. Owen stated the director presented the schedule at the work session earlier and recommended that Council approve the following schedule:

Holiday	Date Observed
Independence Day	Thursday, July 4, 2019
Labor Day	Monday, September 2, 2019
Thanksgiving Day	Thursday, November 28, 2019
Day After Thanksgiving	Friday, November 29, 2019
Christmas Day	Wednesday, December 25, 2019
New Year's Day	Wednesday, January 1, 2020
Martin Luther King, Jr. Day	Monday, January 20, 2020
Presidents Day	Monday, February 17, 2020
Memorial Day	Monday, May 25, 2020
Personal Holiday*	Discretionary

*Must be on payroll July 1, 2019 to receive the personal holiday.

The director also recommended that Council approve Friday, July 5, 2019, and Tuesday, December 24, 2019, as additional holidays.

Dr. Curren moved to adopt the fiscal year 2020 holiday schedule as presented.

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

Vice Mayor Kier	aye	Ms. Mead	aye
Ms. Oakes	aye	Dr. Harrington	aye
Mayor Dull	aye	Dr. Curren	aye

F. Consideration of an Ordinance to Amend the FY2019 Budget Ordinance for the City of Staunton by Adding Budget Amendment Number One

Jeanne Colvin, Budget Director, stated the first budget amendment for fiscal year 2019 has been prepared for City Council's review. It involves amendments for both the City and School funds. The total budget amendment equals \$10,459,114, with the City's portion in the amount of \$7,308,826 and the School Board's portion in the amount of \$3,150,288.

Ms. Colvin stated the total General Fund amendment is \$3.4 million, and explained further details of the General Fund amendment as well as amendments to other funds, as shown in the attached adopted ordinance.

Ms. Colvin stated that at Council's regular meeting on January 10, 2019, Council introduced the ordinance and conducted a public hearing.

Vice Mayor Kier moved to adopt an ordinance amending the fiscal year 2019 budget by adding Budget Amendment Number One, totaling \$10,459,114.

The motion was seconded by Dr. Harrington and carried as follows:

Ms. Oakes	aye	Dr. Harrington	aye
Mayor Dull	aye	Dr. Curren	aye
Ms. Mead	aye	Vice Mayor Kier	aye

(SEE ATTACHMENT 1)

Matters from the City Manager

Mr. Owen stated most Council members and senior staff traveled to Richmond today for the Virginia Municipal League Legislative Day. He noted briefings were heard on legislation being considered in the General Assembly. Mr. Owen stated approximately half of the 2,700 bills introduced per session have ties to local government.

Matters from the Public

Tamia Baker-Johnson, 318 Prospect Street, stated she was representing Mary Baldwin University. She noted their model City Council would be held on April 3, 2019.

Vice Mayor Kier stated he wanted to welcome Professor Christina Harrison and her students from Mary Baldwin University's Public Policy class. Professor Harrison stated they looked forward to having Council members visit her class.

One of the students stated she had concerns regarding lighting in pedestrian areas and inquired how her questions could be addressed. Mayor Dull stated any citizen having a problem or an issue is welcome to contact any Council member or City staff in the appropriate department. Mr. Owen stated he would be glad to speak with the student after the meeting.

998 There was no one else wishing to speak.

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1000 **Adjournment**

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1002 There being no further business to come before Council, the meeting adjourned at 8:13 p.m.

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Suzanne F. Simmons
Clerk of Council

DRAFT

**Ordinance No. 2019-01
AN ORDINANCE TO AMEND
THE FY 2019 BUDGET ORDINANCE
FOR THE CITY OF STAUNTON
BY ADDING BUDGET AMENDMENT NUMBER ONE**

BE IT ORDAINED, by the City Council of the City of Staunton, Virginia, that the FY2019 Budget is amended as follows:

GENERAL FUND

Anticipated Revenue

General Revenue	\$	3,209,571
Charges for Services		30,570
Recovered Costs		78,730
Miscellaneous Revenue		20,000
Capital Grants and Contributions		115,265
Total Revenue	\$	3,454,136

Appropriations

Judicial Administration	\$	45,476
Public Safety		260,694
Public Works		91,942
Parks, Recreation, Cultural		25,098
Community Development		5,926
Transfers to Other Funds		3,025,000
Total Appropriations	\$	3,454,136

GRANTS FUND

Anticipated Revenue

Capital Grants and Contributions	\$	34,280
Total Revenue	\$	34,280

Appropriations

Public Safety	\$	34,280
Total Appropriations	\$	34,280

BLUE RIDGE COURT SERVICES

Anticipated Revenue

Capital Grants and Contributions	\$	37,500
Total Revenue	\$	37,500

Appropriations

Public Safety	\$	37,500
Total Appropriations	\$	37,500

CITY CAPITAL IMPROVEMENTS FUND

Anticipated Revenue

Transfer from the General Fund	\$	2,700,000
Total Revenue	\$	2,700,000

Appropriations

Capital Projects	\$	2,700,000
Total Appropriations	\$	2,700,000

DEBT SERVICE SINKING FUND

Anticipated Revenue

Transfer from the General Fund	\$	325,000
Total Revenue	\$	325,000

Appropriations

Debt Service	\$	325,000
Total Appropriations	\$	325,000

COMMUNITY DEVELOPMENT FUND

Anticipated Revenue

Capital Grants and Contributions	\$	75,000
Appropriation of Prior Year Unassigned Fund Balance		76,000
Total Revenue	\$	151,000

Appropriations

Operations	\$	151,000
Total Appropriations	\$	151,000

WATER FUND

Anticipated Revenue

General Revenues	\$	12,086
Total Revenue	\$	12,086

Appropriations

Capital	\$	12,086
Total Appropriations	\$	12,086

SEWER FUND

Anticipated Revenue

Appropriation of Prior Year Fund Balance	\$	110,000
Total Revenue	\$	110,000

Appropriations

Capital	\$	110,000
Total Appropriations	\$	110,000

PARKING FUND

Anticipated Revenue

Appropriation of Prior Year Fund Balance	\$	384,465
Total Revenue	\$	384,465

Appropriations

Debt	\$	84,465
Capital		300,000
Total Appropriations	\$	384,465

ENVIRONMENTAL FUND

Anticipated Revenue

Capital Grants and Contributions	\$	359
Total Revenue	\$	359

Appropriations

Operations	\$	359
Total Appropriations	\$	359

STORMWATER FUND**Anticipated Revenue**

General Revenue	\$	100,000
Total Revenue	\$	100,000

Appropriations

Operations	\$	100,000
Total Appropriations	\$	100,000

EDUCATION FUND**Anticipated Revenue**

General Revenue	\$	1,265,832
Capital Grants and Contributions		755,123
Total Revenue	\$	2,020,955

Appropriations

Operations	\$	2,020,955
Total Appropriations	\$	2,020,955

TEXTBOOK FUND**Anticipated Revenue**

Appropriation of Prior Year Unassigned Balance	\$	31,000
Total Revenue	\$	31,000

Appropriations

Operations	\$	31,000
Total Appropriations	\$	31,000

SCHOOL CIP FUND- 966**Anticipated Revenue**

Transfer from the Education Fund	\$	1,000,000
Capital Grants and Contributions		98,333
Total Revenue	\$	1,098,333

Appropriations

Capital Projects	\$	1,098,333
Total Appropriations	\$	1,098,333

GRAND TOTAL BUDGET AMENDMENT NO 1	\$	10,459,114
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INTRODUCED: January 10, 2019

PUBLIC HEARING: January 10, 2019

Public Hearing Advertisement Date: January 1, 2019

Approved this 24th day of January 2019Effective Date: January 24, 2019

ATTEST: Suzanne F. Simmons
Suzanne F. Simmons
Clerk of Council

CERTIFIED:

Carolyn W. Dull

Carolyn W. Dull
Mayor of Council

FY 2019 BUDGET AMENDMENT NO. 1

GENERAL FUND		AMOUNT	
	LEDGER CODE	REVENUE	EXPENDITURE
JUDICIAL ADMINISTRATION			
<u>COMMONWEALTH ATTORNEY</u>			
Prior Year Fund Balance	11001-41930	\$ 13,756	
To carry forward the balance of the state forfeited assets confiscated as a result of criminal drug operations, as mandated by state requirements	11022210-55472		\$ 13,756
<u>CLERK OF THE CIRCUIT COURT</u>			
To appropriate additional Comm of VA funds from the Supreme Court of Virginia	11023-45318-40310	\$ 7,150	
Technology Trust Funds for records management/indexing	11022160-55429-40310		\$ 7,150
To reduce appropriations for recovered costs from grant sources for a part-time position funded from Blue Ridge Court Services Grant for the Clerk of the Circuit Court's office.	11023-41901	\$ (6,000)	
Part-time wages	11022160-51510		\$ (6,000)
To appropriate Court Reporting Fees to fund a full-time position for the Clerk of the Circuit Court. The existing part-time position will be eliminated and converted to a full-time position.	11022-	\$ 30,570	
Wages	11022160-51007		\$ 18,000
FICA	11022160-52010		\$ 1,377
VRS Life Insurance	11022160-52001		\$ 236
Health Insurance	11022160-52005		\$ 8,266
VRS Retirement	11022160-52020		\$ 2,448
VEC Unemployment	11022160-52030		\$ 25
Short-term Disability Insurance	11022160-52035		\$ 218
PUBLIC SAFETY			
<u>POLICE DEPARTMENT</u>			
Prior Year Fund Balance	11001-41930	\$ 108,986	
To carry forward the balance of the state forfeited asset funds. Carry forward is mandated by state regulations.	11033110-55472		\$ 95,350
To carry forward the balance of the federal forfeited asset funds. Carry forward is mandated by federal regulations.	11033110-55473		\$ 13,636
To appropriate additional federal and state funds from forfeited assets received in FY2018.			
State Forfeited Assets Revenue	11033-45427	\$ 17,313	
State Forfeited Assets Expenditures	11033110-55472		\$ 17,313
To appropriate recovered cost revenue for the Line of Duty Act payments for the Police Department reimbursed by VML Insurance.			
Recovered Costs- Public Safety	11033-41901	\$ 28,200	
Line of Duty Act- Police Department claims	11033110-52032		\$ 28,200

FY 2019 BUDGET AMENDMENT NO. 1

GENERAL FUND		AMOUNT	
	LEDGER CODE	REVENUE	EXPENDITURE
<u>FIRE DEPARTMENT</u>			
Prior Year Fund Balance	11001-41930	\$ 57,031	
FOUR for LIFE Funds -To carry forward the balance of state funds received, as mandated by state requirements.	11033290-55602		\$ 17,530
FIRE PROGRAMS FUND - To carry forward the balance of state funds received, as mandated by state requirements.	11033290-55639		\$ 39,501
To appropriate recovered costs insurance proceeds for damages to a fire truck from a citizen vehicle accident.	11033-41901	\$ 49,164	
Repair and maintenance for vehicles.	11033210-53105		\$ 49,164
<u>PUBLIC WORKS</u>			
<u>STREET MAINTENANCE</u>			
To appropriate additional state revenue for street maintenance.	11043-45530	\$ 90,502	
To appropriate additional paving expenditures for street maintenance.	11044130-53225-18300		\$ 90,502
To appropriate insurance proceeds to repair the wall at the Library.	11041-41928	\$ 1,440	
Street repairs to wall and sidewalk due to vehicle damage.	11044130-53250		\$ 1,440
<u>PARKS, RECREATION, CULTURAL</u>			
<u>RECREATION</u>			
To carry forward the balance of donated funds to build a nature park.	11001-41930	\$ 4,798	
Materials and Supplies	11077110-53011-31200		\$ 4,798
To appropriate donated funds for the Booker T. Washington facility kitchen.	11073-41730-34400	\$ 20,000	
Building improvements/ capital outlay.	11077110-58385-34400		\$ 20,000
<u>LIBRARY</u>			
To appropriate Commonwealth of Virginia grant funds from the Commission for the Arts for the Library.	11072-45547	\$ 300	
Special Program expenses.	11077510-55270		\$ 300
<u>COMMUNITY DEVELOPMENT</u>			
<u>TOURISM</u>			
Appropriation of recovered costs received from SDDA for the Queen City Mischief and Magic Festival for transportation costs.	11083-41901	\$ 5,926	
Contracted Services- Payment to Staunton City Schools	11088210-53011		\$ 5,926

FY 2019 BUDGET AMENDMENT NO. 1

GENERAL FUND		AMOUNT	
	LEDGER CODE	REVENUE	EXPENDITURE
TRANSFERS TO OTHER FUNDS			
<u>CAPITAL IMPROVEMENTS</u>			
Appropriation of Prior Year Unassigned Fund Balance	11001-41930	\$ 2,700,000	
Transfer to the City Capital Improvements Fund	11099600-59339		\$ 2,700,000
<u>DEBT SERVICE SINKING FUND</u>			
Appropriation of Prior Year Unassigned Fund Balance	11001-41930	\$ 325,000	
Transfer to the Debt Service Sinking Fund- Debt Reserve			\$ 277,750
Transfer to the Debt Service Sinking Fund-Staunton Crossing Land	11099600-59312		\$ 47,250
TOTAL GENERAL FUND		\$ 3,454,136	\$ 3,454,136

BUDGET AMENDMENT NO. 1 GENERAL FUND SUMMARY

GENERAL FUND REVENUE SUMMARY

General Revenues

<u>Appropriation of Prior Year Fund Balance</u>		\$ 3,209,571
Forfeited Assets for Police - State	95,350	
Forfeited Assets for Comm Attorney	13,756	
Forfeited Assets for Police - Federal	13,636	
EMS Four for Life Funds for Fire Department	17,530	
Fire Programs Fund	39,501	
Recreation- Nature Park Donations	4,798	
Transfer to the Capital Improvements Fund	2,700,000	
Transfer to the Debt Service Sinking Fund	325,000	
<u>Recovered Costs</u>		78,730
Clerk of the Circuit Court	(6,000)	
Public Works	1,440	
Public Safety- Line of Duty Act	28,200	
Public Safety- Insurance Proceeds	49,164	
Community Development- Tourism	5,926	
<u>Charges for Services</u>		30,570
Clerk of the Circuit Court	30,570	
<u>Miscellaneous Revenue</u>		20,000
Recreation-Donations- Booker T. Community Center	20,000	
<u>Capital Grants and Contributions</u>		115,265
Clerk of the Circuit Court-Supreme Court of Virginia	7,150	
Police Department	17,313	
Street Maintenance	90,502	
Library	300	
Total General Fund Revenues		\$ 3,454,136

GENERAL FUND EXPENDITURE SUMMARY

Judicial Administration	\$ 45,476
Public Safety	260,694
Public Works	91,942
Parks, Recreation, Cultural	25,098
Community Development	5,926
Transfer to Other Funds	\$ 3,025,000
Total General Fund Expenditures	\$ 3,454,136

FY 2019 BUDGET AMENDMENT NO. 1

	LEDGER CODE	REVENUE	EXPENDITURE
CITY CAPITAL IMPROVEMENTS FUND			
Appropriation for funds transferred from the General Fund	39001-49211	\$ 2,700,000	
CIP Contingency Account	3909800-58400		\$ 2,700,000
TOTAL CAPITAL IMPROVEMENTS FUND		\$ 2,700,000	\$ 2,700,000
DEBT SERVICE SINKING FUND			
Appropriation for funds transferred from the General Fund	11101-49211	\$ 325,000	
Debt Service Sinking Fund Reserve	11199500-59500		\$ 277,750
Staunton Crossing Debt Payments	11199500-59613		\$ 47,250
TOTAL DEBT SERVICE SINKING FUND		\$ 325,000	\$ 325,000
COMMUNITY DEVELOPMENT FUND			
To appropriate grant funds to complete the Flood Prevention and Protection Plan, Grant Number DSFP-43-18.			
Grant funds from Virginia Resources Authority Dam Safety, Flood Prevention and Protection Assistance Fund	22083-45560	\$ 75,000	
Appropriation of Prior Year Unassigned Fund Balance	22001-41930	\$ 76,000	
Professional Services- Flood Prevention Study	22088565-53010		\$ 151,000
TOTAL COMMUNITY DEVELOPMENT FUND		\$ 151,000	\$ 151,000
GRANTS FUND			
FIRE DEPARTMENT			
To appropriate federal grant funds awarded from the Virginia Department of Emergency Management for the 2018 Local Emergency Management Performance Grant (LEMPG) to purchase two thermal imaging cameras.	21534-46250-40104	\$ 7,500	
To appropriate federal funds for fire camera equipment.	21533210-58341-40104		\$ 7,500
POLICE DEPARTMENT			
To appropriate federal grant funds awarded from the Byrne Justice Assistance Grant Formula Funds to purchase public safety software and computer equipment.	21533-46252-40246	\$ 26,780	
Equipment and Technology.	21533110-55486-40246		\$ 26,780
TOTAL GRANTS FUND		\$ 34,280	\$ 34,280
BLUE RIDGE COURT SERVICES FUND			
To appropriate additional Comm of Va Supreme Court of Virginia grant funds for behavioral health programs.	21033-45553	\$ 37,500	
Wages	21033342-51302		\$ 18,000
FICA	21033342-52010		\$ 1,377
VRS Retirement	21033342-52020		\$ 2,446
VRS Life Insurance	21033342-52001		\$ 236
Health Insurance	21033342-52005		\$ 8,266
VEC Unemployment Insurance	21033342-52030		\$ 25
Short-term Disability Insurance	21033342-52035		\$ 130
Supplies	21033342-55415		\$ 7,020
TOTAL BLUE RIDGE COURT SERVICES FUND		\$ 37,500	\$ 37,500

FY 2019 BUDGET AMENDMENT NO. 1

	LEDGER CODE	REVENUE	EXPENDITURE
WATER FUND			
Appropriation of insurance proceeds for lightning damage to Gardner Springs pump motors.	53001-41928	\$ 12,086	
Capital equipment.	53004322-58331		\$ 12,086
TOTAL WATER FUND		\$ 12,086	\$ 12,086
SEWER FUND			
To carry forward funds from FY2018 to complete the Filmore Street Sewer Line Project.	54001-41930	\$ 110,000	
Capital sewer line replacement.	54004420-58366		\$ 110,000
TOTAL SEWER FUND		\$ 110,000	\$ 110,000
PARKING FUND			
Appropriation of Prior Year Funds.	56001-41930	\$ 384,465	
To appropriate prior year funds for the 2018A VRA Bond Debt Payment- Principal Payment.	56009500-59620		\$ 39,484
To appropriate prior year funds for the 2018A VRA Bond Debt Payment- Interest Payment.	56009500-59621		\$ 44,981
To appropriate prior year funds to complete the garage projects to replace/ repair/ paint railings at the Johnson Street Garage.	56004621-58385		\$ 300,000
TOTAL PARKING FUND		\$ 384,465	\$ 384,465
ENVIRONMENTAL FUND			
Litter Prevention and Recycling Program			
To appropriate additional Comm of VA grant funds from the Department of Environmental Quality			
Comm of VA grant funds	58003-45540	\$ 359	
Litter Control Grant materials & supplies	58004822-55415		\$ 359
TOTAL ENVIRONMENTAL FUND		\$ 359	\$ 359
STORMWATER FUND			
<u>STORMWATER PROJECTS</u>			
Appropriation of Prior Year Funds	57001-41930	\$ 100,000	
To appropriate prior year funds to complete preliminary engineering studies for quality and quantity stormwater projects.	57004799-58364-14300		\$ 100,000
TOTAL STORMWATER FUND		\$ 100,000	\$ 100,000

FY 2019 BUDGET AMENDMENT NUMBER ONE SUMMARY

CITY GOVERNMENT FUNDS

GENERAL FUND	\$ 3,454,136
CAPITAL IMPROVEMENTS FUND	\$ 2,700,000
DEBT SERVICE SINKING FUND	\$ 325,000
COMMUNITY DEVELOPMENT FUND	\$ 151,000
GRANTS FUND	\$ 34,280
BLUE RIDGE COURT SERVICES FUND	\$ 37,500
PARKING FUND	\$ 384,465
WATER FUND	\$ 12,086
SEWER FUND	\$ 110,000
ENVIRONMENTAL FUND	\$ 359
STORMWATER FUND	\$ 100,000

TOTAL CITY GOVERNMENT FUNDS	\$ 7,308,826
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EDUCATION FUNDS

EDUCATION FUND	\$ 2,020,955
SCHOOL CIP FUND 966	\$ 1,098,333
TEXTBOOK FUND	\$ 31,000

TOTAL EDUCATION FUNDS	\$ 3,150,288
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TOTAL FY2019 BUDGET AMENDMENT NO. 1	\$10,459,114
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**STAUNTON CITY SCHOOLS
FY 2019 BUDGET
AMENDMENT NO. 1**

EDUCATION FUND		REVENUES	EXPENDITURES
STATE AND FEDERAL GRANT REVENUE/PROGRAMS			
<u>TITLE III Part A- Limited English Proficient</u>			
To appropriate additional federal grants for the Limited English Proficient Program	900300-43375-T3-00	\$ 4,565	
Educational supplies	91103195-56013-T3-00		\$ 3,297
Educational supplies	91102195-56013-T3-00		\$ 1,268
<u>TITLE I Part D Neglected and Delinquent</u>			
To appropriate additional federal grant funds for neglected and delinquent students	900300-43010-T1D00	\$ 139,333	
Contingency account for grant program	900300-59100-T1D00		\$ 139,333
<u>Special Education Preschool Program</u>			
To appropriate the balance of grant funds from the 2017 federal award for the preschool program			
Special Education Preschool 619 Funds - 2017 award	900300-43173-PRE00	\$ 27,963	
PRESCHOOL Contingency-Grant Balance	91101100-59100-PRE00		\$ 27,963
<u>TITLE VIB Federal Grant</u>			
To appropriate remaining grant funds from prior year grant funds awarded for T6B00			
Federal Revenue	900300-43027-T6B00	\$ 200,000	
T6B00 Contingency	91101100-59100-T6B00		\$ 200,000
<u>TITLE 1 Federal Funds</u>			
To appropriate remaining grant funds from prior years for TITLE 1	900300-43010-T1-00	\$ 202,439	
TITLE 1 Contingency -Grant Balances	91101100-59100-T1-00		\$ 202,439
<u>TITLE II Federal Funds</u>			
To appropriate remaining grant funds from prior year for TITLE II		\$ 67,801	
TITLE II Contingency- Grant Balance			\$ 67,801
<u>TITLE IV Federal Funds- Student Support and Enrichment</u>			
To appropriate remaining grant funds from prior year and new grant funds for FY2019 for TITLE IV	900300-43378-T4-00	\$ 63,022	
Instructional Assistant Salary	91102195-51151-T4-00		\$ 15,540
FICA	91102195-52010-T4-00		\$ 1,185
Group Life Insurance	91102195-52001-T4-00		\$ 203
Health Insurance Credit	91102195-52023-T4-00		\$ 224
VRS	91102195-52020-T4-00		\$ 2,925
Workers Compensation	91102195-52025-T4-00		\$ 60
Unemployment	91102195-52030-T4-00		\$ 8
Instructional Assistant Salary	91103195-51151-T4-00		\$ 15,540
FICA	91103195-52010-T4-00		\$ 1,185
Group Life Insurance	91103195-52001-T4-00		\$ 203

STAUNTON CITY SCHOOLS

FY 2019 BUDGET

AMENDMENT NO. 1

EDUCATION FUND		REVENUES	EXPENDITURES
STATE AND FEDERAL GRANT PROGRAMS			
<u>TITLE IV Federal Funds- Student Support and Enrichment (con't)</u>			
Health Insurance Credit	91103195-52023-T4-00		\$ 224
VRS	91103195-52020-T4-00		\$ 2,925
Workers Compensation	91103195-52025-T4-00		\$ 60
Unemployment	91103195-52030-T4-00		\$ 8
TITLE IV Contingency- Grant Balance	91101100-59100-T4-00		\$ 22,732
<u>High School Innovation Grant</u>			
To appropriate new grant funds for FY2019	900300-42431-HSPI	\$ 50,000	
Technology Instruction Teacher Salary	97109095-51120-HSPI		\$ 26,000
FICA	97109095-52010-HSPI		\$ 14,000
Technology Instruction Other Purchased Services	97109095-53569-HSPI		\$ 6,000
Technology Instruction Travel	97109095-55210-HSPI		\$ 4,000
TOTAL STATE AND FEDERAL GRANT PROGRAMS		\$ 755,123	\$ 755,123
LOCAL GENERAL REVENUE/PROGRAMS			
<u>Recovered Costs- Transportation</u>			
Recovered Costs for transportation expenses for the Queen City Mischief & Magic Event	900100-40410	\$ 5,926	
Transportation services provided to the City	93209096-51182		\$ 5,926
<u>Appropriation of Prior Year Fund Balance</u>			
Appropriation of Prior Year Fund Balance	900100-49302	\$ 250,000	
Athletic supplies- purchase of new uniforms	91103588-56105		\$ 250,000
Appropriation of Prior Year Fund Balance	900100-49302	\$ 1,000,000	
Transfer to the School CIP Fund-Undesignated Account			\$ 1,000,000
LOCAL GENERAL REVENUE/PROGRAMS			
<u>Bessie Weller Elementary Thacker Fund</u>			
To appropriate the balance of donated funds received from the Thacker Fund for Bessie Weller Elementary School			
Prior Year Donated Funds	900100-49302	\$ 9,906	
Bessie Weller Elementary Thacker Fund	91101181-56109		\$ 9,906
TOTAL LOCAL GENERAL REVENUE/PROGRAMS		\$ 1,265,832	\$ 1,265,832
TOTAL EDUCATION FUND		\$ 2,020,955	\$ 2,020,955

STAUNTON CITY SCHOOLS

FY 2019 BUDGET

AMENDMENT NO. 1

			REVENUES	EXPENDITURES
SCHOOL CIP FUND 966				
<u>Capital Improvement Projects</u>				
Transfer from Education Fund	966100-49290	\$	1,000,000	
CIP Projects- Undesignated- Pending Approval of CIP Plan FY2019-2023	K9009000-58100			\$ 1,000,000
<u>School Security Grant FY2019</u>				
To appropriate grant funds from the Comm of VA Department of Education for the School Security Equipment Grant	966400-42999-SSE18	\$	98,333	
To transfer the 25% match for the SSE Grant from the CIP Undesignated Account	K9009000-58100-SSE			\$ (26,667)
School Security Grant -McSwain Elementary School	K6609082-58215-SSE19			\$ 12,670
School Security Grant- Bessie Weller Elementary School	K6609081-58215-SSE19			\$ 13,104
School Security Grant -Ware Elementary School	K6609083-58215-SSE19			\$ 18,129
School Security Grant -Dixon Education Center	K6609084-58215-SSE19			\$ 68,488
School Security Grant -Shelburne Middle School	K6609087-58215-SSE19			\$ 12,609
TOTAL SCHOOL CIP FUND 966		\$	1,098,333	\$ 1,098,333
TEXTBOOK FUND				
To appropriate prior year funds for textbook purchases	9100100-49302	\$	31,000	
Shelburne Middle School Chromebooks	B1103187-56020			\$ 31,000
TOTAL TEXTBOOK FUND		\$	31,000	\$ 31,000
GRAND TOTAL BUDGET AMENDMENT NO. 1			\$ 3,150,288	\$ 3,150,288

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	February 14, 2019	Staff Members: Rodney Rhodes Tim Hartless
Item #	A	
Ordinance #		
Department:	Community Development—Planning and Zoning	
Council Vision:	Built Environment	
Subject:	Public Hearing and Consideration of a Request by Anthony and Karen Smith to Rezone 129 Middlebrook Avenue from I-2, Heavy Industrial District, to R-4, High Density Residential District	

Background: Anthony and Karen Smith are requesting a rezoning of 129 Middlebrook Avenue from I-2, Heavy Industrial District, to R-4, High Density Residential District. The property is located in the Newtown Historic District at the intersection of Church Street and Middlebrook Avenue; a current zoning map, proposed rezoning map and recommended land use map of the requested area are attached. The property was purchased by the Commonwealth of Virginia in May of 1989, as part of the relocation and widening of Middlebrook Avenue. The Commonwealth sold the unused right-of-way to the Smiths' predecessor in title in February of 2002. The Smiths purchased the property in May of 2006, and have maintained the lot as part of their yard. The Smiths propose to construct an addition to their home at 219 Church Street and have consolidated the two lots to accommodate the expanded footprint of their residence. The rezoning is necessary for the addition to comply with the City's Zoning Code.

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

An attached map illustrates the current zoning of the area surrounding this site. Property to the north is zoned R-4, High Density Residential District. To the east, along Lewis Creek, the

zoning is I-2, Heavy Industrial District, while across Middlebrook Avenue the zoning is B-2, General Business District. To the south, across the railroad, is zoned I-2, Heavy Industrial District. To the west the zoning is R-4, High Density Residential District, I-2, Heavy Industrial District, and B-2, General Business Conditional District.

The “Generalized Land Use and Development Guide,” *Staunton, Virginia, Comprehensive Plan 2010 – 2030*, designates this area as Neighborhood Residential. This land use designation is characterized as large housing units located on small lots. The proposed rezoning is consistent with the Neighborhood Residential land use designation of the property.

Planning Commission Recommendation: At its meeting on January 17, 2019, the Planning Commission held a public hearing on the matter. No one spoke in opposition to the request. On a 5-0 vote, the Commission voted unanimously to recommend approval of the rezoning, concurring with staff’s recommendation.

Attachments:

Attachment 1—Application and Supporting Documents Submitted by Applicant

Attachment 2—Map of Current Zoning of 129 Middlebrook Ave

Attachment 3—Map of Proposed Rezoning of 129 Middlebrook Ave

Attachment 4—Recommended Land Use Map of 129 Middlebrook Ave

Attachment 5—Ordinance

Suggested Motion (to be made after the public hearing is conducted): I move that Council approve the rezoning and adopt the ordinance, as presented, rezoning 129 Middlebrook Avenue from I-2, Heavy Industrial District, to R-4, High Density Residential District, as recommended by the Planning Commission.

City Manager: Stephen F. Owen



APPLICATION FOR ZONING CLASSIFICATION CHANGE- REZONING

Applicant: Anthony & Karen Smith Date: 12/19/2018

Address: 219 Church St., Staunton, VA 24401

Telephone #s: Primary: (877) 333-3000 (w) Secondary: 540.255.1404 (cell)

Email address: tony@securefutures.solar

If the applicant is NOT the owner of the property in question, explain. A copy of a pending contract or option agreement shall be attached hereto and made a part of this application.

Name of person to be notified in addition to the applicant and/or property owner:

Name: Michael C. Brown / Architect

Address: 11 East Beverly St., Suite 5
Staunton, VA 24401

Phone #: 540.941.0121

Email address: mcb_arch@verizon.net

Location of property: 219 Church St.

Legal description of property: Lot 13, Block 1313

Purpose of request: CHANGE ZONING OF PARCEL COMBINED w/ HOME PARCEL
FROM INDUSTRIAL TO R-4

Map Provided: YES ☒ NO ☐

Ordinance provided: YES ☐ NO ☒

**An electronic copy, in word document format is required to be emailed to Planning Office.*

Present zoning classification of property: INDUSTRIAL I-2

Requested zoning classification: R-4

List permits pending approval of this rezoning: _____

Fee Paid (\$250) YES ☐ NO ☒ *check or cash only

Signature of applicant: _____

(Owner / Agent)

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

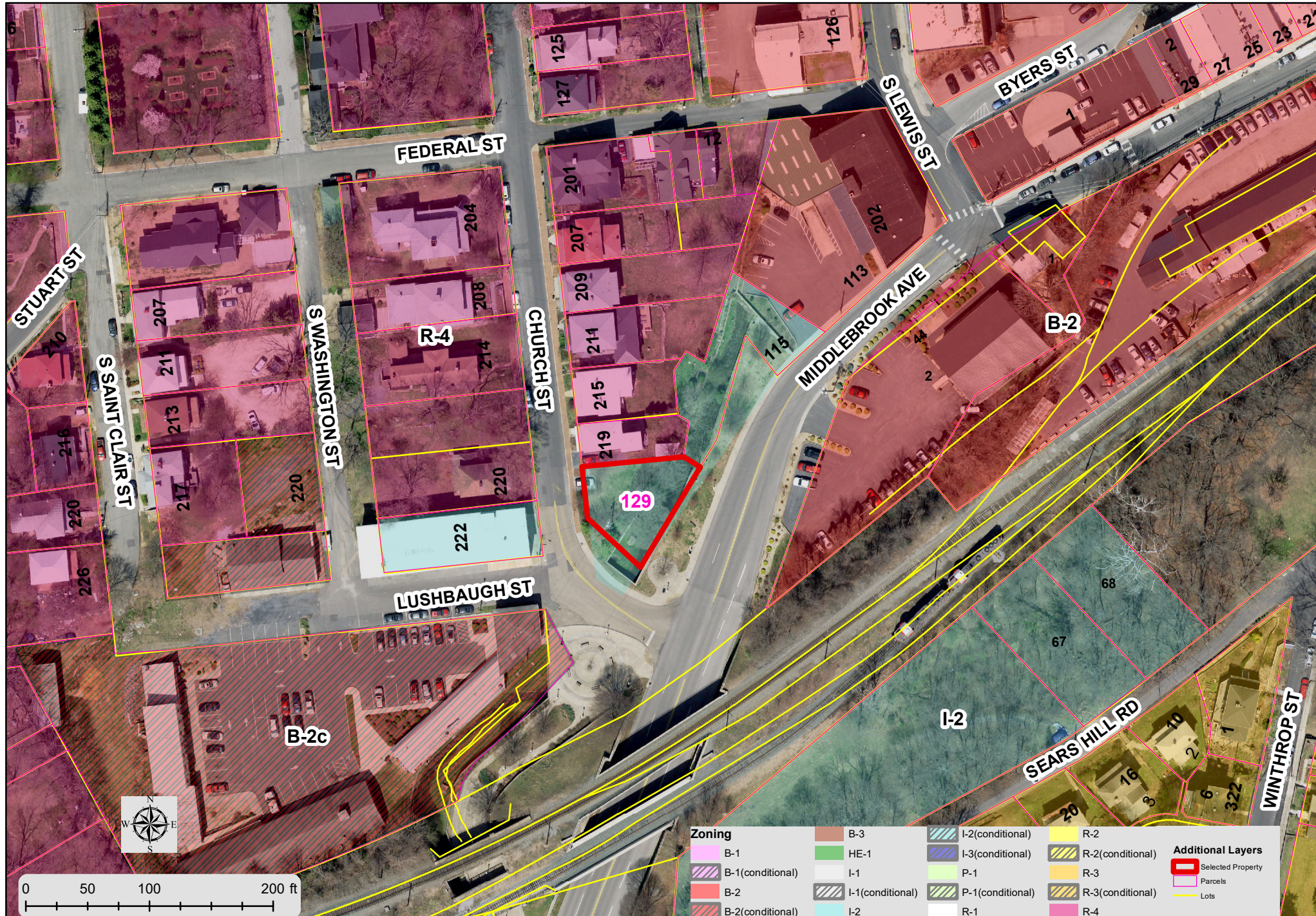
COMMONWEALTH OF VIRGINIA

Thomas W. Dorr
 Thomas W. Dorr
 Lic. No. 3052
11-28-18

LAND SURVEYOR

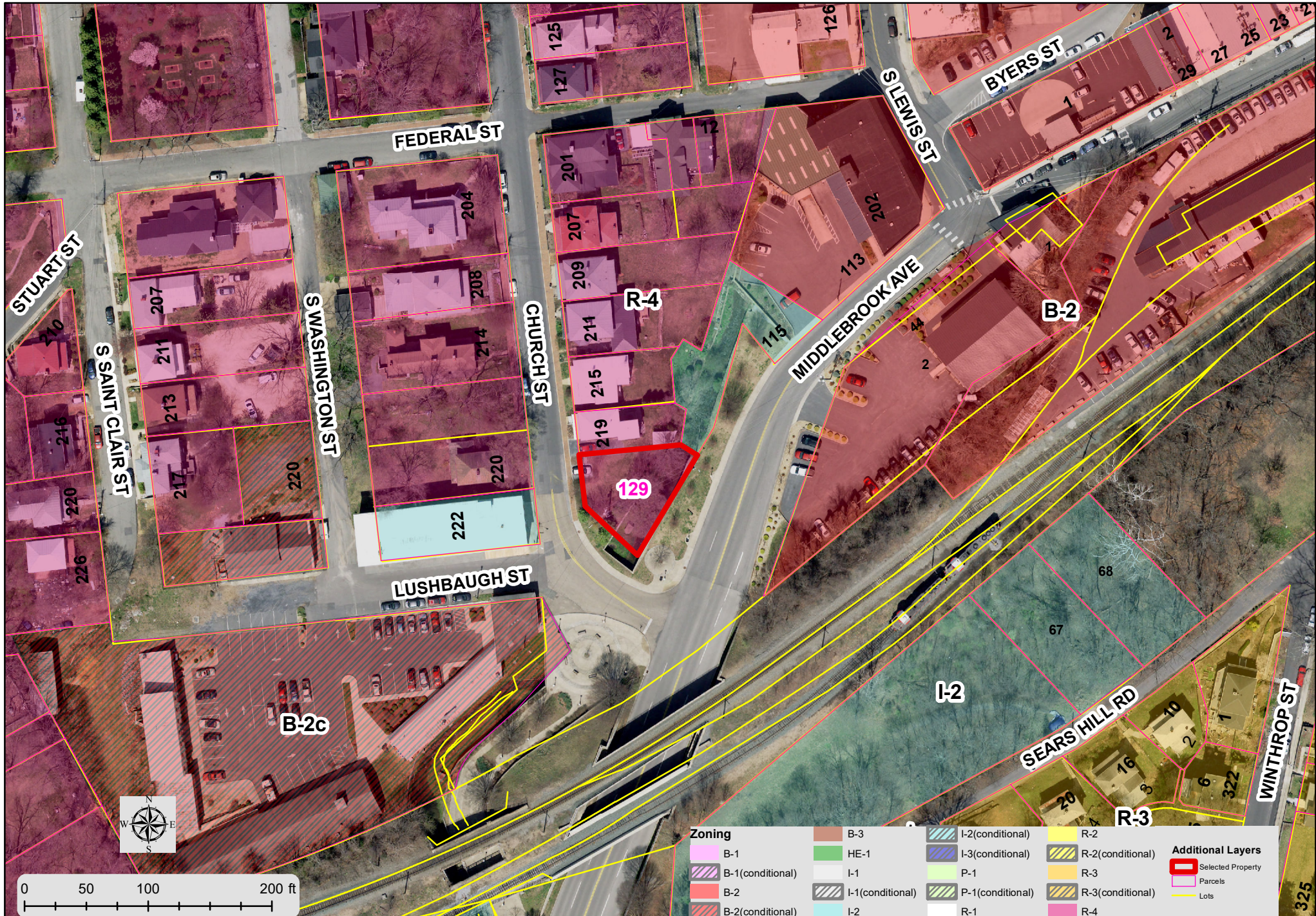
JOB # A33151118

Current Zoning of 129 Middlebrook Ave



Proposed Rezoning of 129 Middlebrook Ave

Attachment 3



Recommended Land Use of 129 Middlebrook Ave

Attachment 4



DISCUSSION DRAFT 2.7.19

Ordinance No. 2019-____

**AN ORDINANCE REZONING
FROM I-2, HEAVY INDUSTRIAL, TO R-4, HIGH DENSITY RESIDENTIAL,
A PORTION OF THAT CERTAIN TRACT OR PARCEL OF LAND
LOCATED AT 219 CHURCH STREET, STAUNTON, VIRGINIA
(PID 1311)**

Recitals

A. It appears by deed dated February 16, 2009, recorded in the Clerk's Office of the Circuit Court of the City of Staunton, Virginia, as instrument number 090000525, that Anthony E. Smith and Karen Madison Smith acquired from Anthony E. Smith and Karen L. Madison two parcels: one located at 129 Middlebrook Avenue (PID 201) and the other located at 219 Church Street (PID 1311), with further description provided in the deed, a copy of which is annexed and incorporated by reference (**Exhibit A**);

B. The parcels are zoned as follows: 129 Middlebrook Avenue (PID 201) is zoned I-2, Heavy Industrial, and 219 Church Street (PID 1311) is zoned R-4, High-Density Residential;

C. Anthony and Karen Smith have applied to the City of Staunton and received approval of a minor subdivision, pursuant to Staunton City Code § 17.10.070 combining 129 Middlebrook Avenue and 219 Church Street into one parcel as shown on a plat prepared by Thomas W. Dorr, Licensed Land Surveyor for EGS & Associates, Inc., dated November 28, 2018, and recorded in the Clerk's Office of the Circuit Court of the City of Staunton, Virginia, as instrument number 190000017, a copy of which is annexed and incorporated by reference (**Exhibit B**);

D. The resulting parcel from the combination of the two parcels (PID 1311), now has split zoning of R-4, High Density Residential and I-2, Heavy Industrial, and Anthony and Karen Smith wish to construct an addition to the existing single-family dwelling, however the current I-2 Heavy Industrial zoning does not allow for residential use;

E. Anthony and Karen Smith now have applied for a zoning classification change for the portion of the parcel known as 129 Middlebrook Avenue (PID 201), from I-2, Heavy Industrial to R-4, High Density Residential and a rezoning of the portion zoned I-2, Heavy Industrial, to residential zoning is required;

F. The *City of Staunton, Virginia, Comprehensive Plan 2010-2030*, "Generalized Land Use and Development Guide," designates this area as Neighborhood Residential and the proposed rezoning is consistent with this designation;

G. The Planning Commission of the City of Staunton has properly heard the matter and recommended the proposed rezoning;

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

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

DISCUSSION DRAFT 2.7.19

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that the above-described portion of the parcel referenced and known with street address as 129 Middlebrook Avenue (PID 201), in the City of Staunton, Virginia, is **HEREBY REZONED** from I-2, Heavy Industrial to R-4, High Density Residential. The resulting parcel, referenced and known with street address 219 Church Street (PID 1311), shall now have a uniform zoning of R-4, High Density Residential, as provided in the Staunton City Code.

Introduced:

Adopted:

Effective Date:

Carolyn W. Dull, Mayor

ATTEST: _____
Suzanne F. Simmons
Clerk of Council

Prepared by Bruce K. Tyler, P.C.
Return to Stewart Title,
1600 N. Coalter Street, Suite 17B
Staunton, VA 24401
Title Insurance Unknown

PIN# 1311

THIS DEED OF GIFT, Made this 16th day of February, 2009, by and between
ANTHONY E. SMITH and **KAREN MADISON SMITH** (formerly known as Karen L.
Madison), husband and wife, parties of the first part, hereinafter called the "Grantor", and
ANTHONY E. SMITH and **KAREN MADISON SMITH**, husband and wife, parties of the
second part, hereinafter call the "Grantee", whose address is 219 Church Street, Staunton,
VA 24401:

WITNESSETH

That for and in consideration of the mutual love and affection which the parties hereto
bear for each other, the said **Anthony E. Smith** and **Karen Madison Smith**, husband and
wife, parties of the first part, do hereby grant and convey with **GENERAL WARRANTY**
AND ENGLISH COVENANTS OF TITLE, unto the said **Anthony E. Smith** and **Karen**
Madison Smith, husband and wife, as tenants by the entireties with full rights of
survivorship as at common law and not as tenants in common, parties of the second part, the
following described real estate, to-wit:

FIRST: All that certain tract or parcel of land, together with all
improvements thereon and all rights, privileges and appurtenances thereto
belonging or in anywise appertaining, situate in the City of Staunton, Virginia,
known by present house numbering as 219 Church Street and being more
particularly designated and described on a plat entitled "Physical Survey House
No. 219 Church Street, Staunton, Virginia", dated July 7, 1999, and made by L.
W. Knighting, L.S., said plat being recorded in the Clerk's Office of the Circuit
Court of Staunton, Virginia, in Deed Book 429 at page 272; and,

SECOND: All that certain tract or parcel of land, together with all
improvements thereon and all rights, privileges and appurtenances thereto
belonging or in anywise appertaining, situate in the City of Staunton, Virginia,
being as shown on Sheet 6 of the plans for Route 252, State Highway Project

0252-132-101, RW-202 and lying northwest of and adjacent to the northwest revised proposed right of way line (12-26-01) of Route 252, from a point approximately 105 feet opposite approximate Station 176+12 (Route 252 Office Revised Centerline) to a point approximately 89 feet opposite Station 177+81.5 (Route 252 Office Revised Centerline), containing 0.053 acre, more or less, and.

For a more particular description of the land herein conveyed, reference is made to the photocopy of said Sheet 6, showing outlines in RED the said land, which photocopy is recorded in said City Clerk's Office in State Highway Plat Book 3; and,

Being the same real estate conveyed to Anthony E. Smith and Karen L. Madison, by deed dated May 18, 2006, of Edward F. Smith and Donna T. Smith, husband and wife, which deed is recorded in the City of Staunton Circuit Court Clerk's Office as Instrument Number 060001992, to which said deed, plat and to the references therein contained, reference is hereby made for a more particular description of the real estate hereby conveyed, as well as derivation of title.

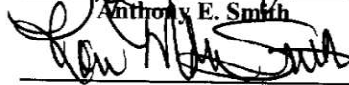
The above-described real estate is conveyed subject to all easements, reservations, restrictions, conditions and other encumbrances contained in duly recorded deed, plat and other instruments constituting constructive notice in the chain of title to the above described property which have not expired by a time limitation contained therein or otherwise become ineffective.

THIS DEED IS EXEMPT FROM TAXATION PURSUANT TO SECTION 58.1-811(D) OF THE CODE OF VIRGINIA (1950), AS AMENDED

WITNESS the following signatures and seals:



Anthony E. Smith (SEAL)



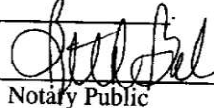
Karen Madison Smith (SEAL)

STATE OF VIRGINIA
AT LARGE

CITY/COUNTY OF Augusta, To-Wit:

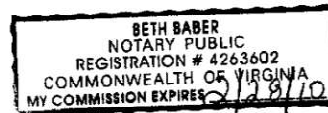
The foregoing deed of gift bearing date of February 16, 2009, was acknowledged before me this 19th day of February, 2009, by Anthony E. Smith and Karen Madison Smith.

My commission expires: _____



Notary Public

Registration Number: _____



INSTRUMENT #090000525
RECORDED IN THE CLERK'S OFFICE OF
STAUNTON ON
FEBRUARY 24, 2009 AT 12:42PM

THOMAS E. ROBERTS, CLERK
RECORDED BY: CGN

**VIRGINIA LAND RECORD COVER SHEET
FORM A - COVER SHEET CONTENT**

Instrument Date: 11/28/2018
 Instrument Type: PM
 Number of Parcels: 2 Number of Pages: 2
☒ City ☐ County

STAUNTON

TAX EXEMPT? VIRGINIA/FEDERAL LAW

☐ Grantor: _____

☐ Grantee: _____

Consideration: \$0.00

Existing Debt: \$0.00

Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00

Fair Market Value Increase: \$0.00

Original Book Number: _____ Original Page Number: _____ Original Instrument Number: _____

Prior Recording At: ☒ City ☐ County

090000525

Percentage In This Jurisdiction: 100%

BUSINESS / NAME

1 ☐ Grantor: SMITH, ANTHONY E

2 ☐ Grantor: SMITH, KAREN M

1 ☐ Grantee: SMITH, ANTHONY E

2 ☐ Grantee: SMITH, KAREN M

GRANTEE ADDRESS

Name: ANTHONY E SMITH

Address: _____

City: _____ State: VA Zip Code: _____

Book Number: _____ Page Number: _____ Instrument Number: _____

Parcel Identification Number (PIN): 1311 Tax Map Number: 375

Short Property Description: LOT 8 BLK BBB

Current Property Address: 219 CHURCH ST

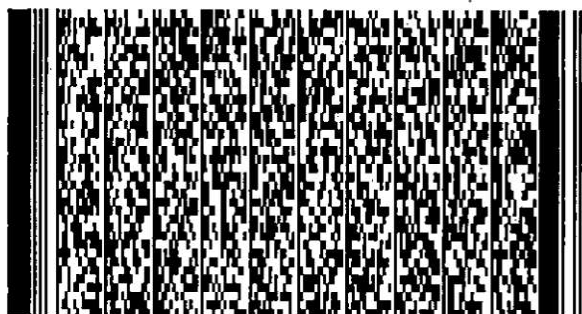
City: STAUNTON State: VA Zip Code: 24401

Instrument Prepared By: THOMAS W. DORR, LS Recording Paid By: ANTHONY E. SMITH

Recording Returned To: ANTHONY E. SMITH

Address: 219 CHURCH ST

City: STAUNTON State: VA Zip Code: 24401



VIRGINIA LAND RECORD COVER SHEET

FORM C – ADDITIONAL PARCELS

Instrument Date: 11/28/2018
Instrument Type: PM
Number of Parcels: 2 Number of Pages: 2
☒ City ☐ County
STAUNTON

PARCELS IDENTIFICATION OR TAX MAP

Prior Recording At: ☒ City ☐ County
090000525
Percentage In This Jurisdiction: 100%
Book Number: _____ Page Number: _____
Instrument Number: _____
Parcel Identification Number (PIN): 201
Tax Map Number: 375

(Area Above Reserved For Deed Stamp Only)

Short Property Description: RESIDUE LOT 7 BLK BBB

Current Property Address: 129 MIDDLEBROOK AVE
City: STAUNTON State: VA Zip Code: 24401

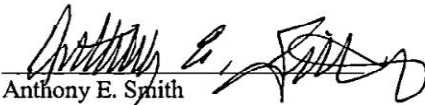
Prior Recording At: ☐ City ☐ County

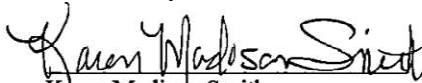
Percentage In This Jurisdiction: _____
Book Number: _____ Page Number: _____
Instrument Number: _____
Parcel Identification Number (PIN): _____
Tax Map Number: _____
Short Property Description: _____
Current Property Address: _____
City: _____ State: _____ Zip Code: _____



CERTIFICATE OF RECORDATION

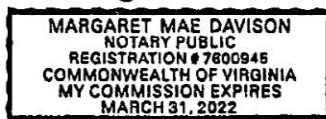
The attached plat titled "Plat Combining Two Parcels of the Anthony E. Smith, ETAL, Property", Tax Map #375 with courses and distance description made by Thomas W. Dorr, Licensed Land Surveyor for EGS & Associates, Inc. of Staunton, Virginia, dated November 28, 2018, of the lands of Anthony E. Smith and Karen Madison Smith situate in the City of Staunton, Virginia, and being the same land acquired from Anthony E. Smith and Karen Madison Smith (formerly known as Karen L. Madison) deed of record in the Clerk's office of the Circuit Court of the City of Staunton, Virginia as Instrument No. 090000525, is hereby submitted to record in the said Clerk's Office with the consent of and in accordance with the desire of the undersigned owners.

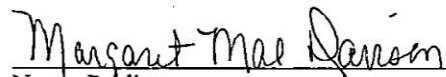

Anthony E. Smith


Karen Madison Smith

STATE OF VIRGINIA AT LARGE
CITY OF STAUNTON, to-wit: _____

The foregoing instrument was acknowledged before me this 2nd day of January, 2019, by Anthony E. Smith

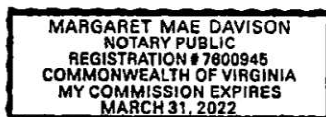


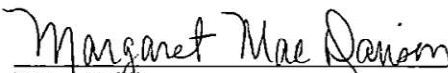

Notary Public

My commission expires March 31, 2022

STATE OF VIRGINIA AT LARGE
CITY OF STAUNTON, to-wit: _____

The foregoing instrument was acknowledged before me this 2nd day of January, 2019, by Karen Madison Smith




Notary Public

My commission expires March 31, 2022

MERIDIAN FROM
GRID NORTH, VA STATE
PLANE COORDINATE SYSTEM
NAD 83, NORTH ZONE

S.I.P. = SET IRON PIN
F.I.P. = FOUND IRON PIN

THE BOUNDARY SURVEY SHOWN HEREON IS BASED ON A CURRENT
FIELD SURVEY.

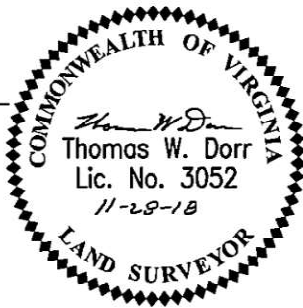
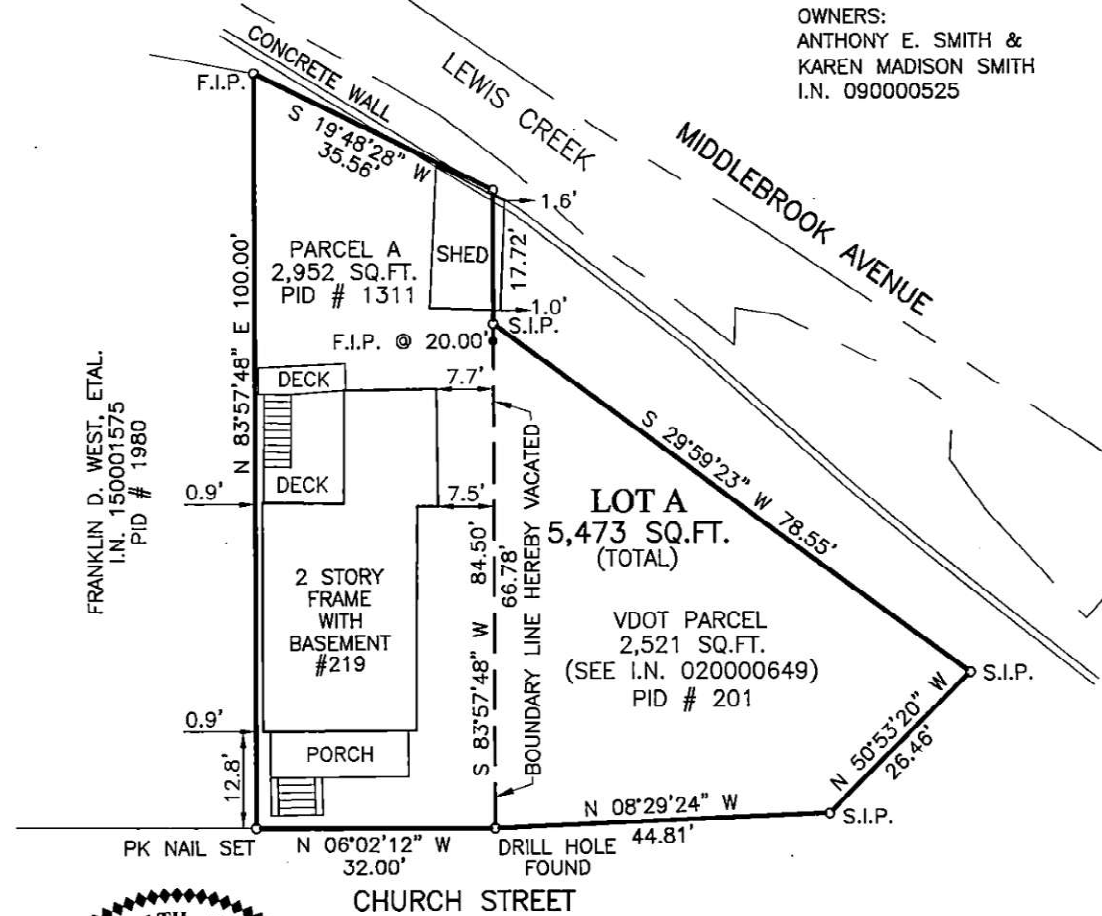
THIS SURVEY WAS PERFORMED WITHOUT A TITLE REPORT AND MAY NOT
INDICATE ALL ENCUMBRANCES UPON THE PROPERTY.

NO GRAVES OR PLACES OF BURIAL WERE NOTED DURING THIS SURVEY.

PARCEL A, 2,952 SQ.FT. (PID # 1311) AND THE VDOT PARCEL,
2,521 SQ.FT. (PID # 201), BOTH OWNED BY ANTHONY E. SMITH AND
KAREN MADISON SMITH, ARE TO BE COMBINED FOR THE PURPOSE OF
ADJUSTING THE BOUNDARY LINES OR ADDING LAND TO THE EXISTING
TRACT, WITH THE RESULTING COMBINED TRACT TO BE TREATED AS
ONE TRACT, CONTAINING 5,473 SQ.FT., LOT A

THE SURVEY PREMISES IS LOCATED WITHIN A SPECIAL FLOOD HAZARD
AREA, ZONE AE, BASE FLOOD ELEVATIONS DETERMINED, ACCORDING TO
FIRM FOR THE COUNTY OF AUGUSTA, VIRGINIA, COMMUNITY #510013
AND THE CITY OF STAUNTON, VIRGINIA, COMMUNITY #510155, MAP
NUMBER 51015C0339E, EFFECTIVE DATE 01-06-2010.

OWNERS:
ANTHONY E. SMITH &
KAREN MADISON SMITH
I.N. 090000525



PLAT COMBINING TWO PARCELS OF THE
ANTHONY E. SMITH, ETAL. PROPERTY
STAUNTON, VA

SCALE 1" = 20' NOVEMBER 28, 2018

EGS & ASSOCIATES, INC.
15 TERRY ST., STAUNTON, VA

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

Thomas W. Dorr 12-19-2018



CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	February 14, 2019	Staff Member: Jeanne Colvin
Item #	B	
Ordinance #		
Department:	Finance	
Council Vision:	Responsive, Efficient Government Education	
Subject:	Public Hearing and Consideration of an Ordinance Authorizing the Issuance of General Obligation Bonds for the High School Project	

Background: In anticipation of the issuance of general obligation bonds to finance capital improvements to the high school, state law requires that City Council adopt an Ordinance Authorizing the Issuance of General Obligation School Bonds. The general obligation bonds will be issued through Virginia Public School Authority (VPSA). State law also requires that Council conduct a public hearing prior to consideration of the ordinance. A hearing, properly noticed by publication in *The News Leader* on January 30 and February 6, 2019, has been scheduled for Council's regular meeting on February 14, 2019.

The proposed ordinance, prepared by the City's bond counsel, Hunton Andrews Kurth, is attached to this briefing, as is the published notice. As drafted, the ordinance authorizes the issuance of general obligation school bonds in the maximum principal amount of \$46,000,000.

On February 22, 2018, Council adopted a Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing in an amount not expected to exceed \$2 million, to allow the City to incur expenses in connection with the high school project for architectural fees, engineering fees, site surveys, geotechnical surveys and a traffic study. The VPSA application for the pending bond issue requests that the City be reimbursed for all expenses paid to date for the project from the proceeds of the general obligation bonds.

The bond proceeds are expected to finance all costs of construction of a new additional classroom building and a new auxiliary gym; costs of renovation of existing areas for the auditorium, gym, cafeteria; costs of construction of parking facilities; costs of site and excavation work and stormwater construction; costs of demolition of existing classrooms; all engineering and architectural expenses; and costs of issuing the bonds.

Prior to closing of the transaction, Council will be required to take further action at a future meeting to approve transaction documents, which will include the final amount of the bond issue.

City Manager's Recommendation: Recommend that City Council conduct the public hearing and adopt the proposed ordinance, as presented.

Suggested Motion (to be made after the public hearing is conducted): I move that Council adopt the proposed Ordinance Authorizing the Issuance of General Obligation School Bonds of the City of Staunton, Virginia, in the Maximum Principal Amount of \$46,000,000, for capital improvements for school purposes.

City Manager: Stephen F. Owen

COVERING CERTIFICATE FOR ORDINANCE

The undersigned Clerk of Council of the City of Staunton, Virginia (the “City”), certifies as follows:

1. At its regular meeting on February 14, 2019, the Council of the City (the “Council”) held a public hearing, duly noticed, in accordance with Section 15.2-2606 of the Code of Virginia of 1950, as amended.

2. Attached hereto is a true, correct and complete copy of an ordinance entitled “ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION SCHOOL BONDS OF THE CITY OF STAUNTON, VIRGINIA, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$46,000,000” (the “Ordinance”), as introduced at the regular meeting of the Council held following the public hearing on February 14, 2019. The Ordinance was adopted at such meeting by a majority of all members of the Council by a roll-call vote.

3. The Council meeting at which the Ordinance was adopted was held at the time and place established by the Council for its regular meetings. The minutes of such meeting reflect the attendance of the members and their votes on the Ordinance as follows:

Member	Attendance (Present/Absent)	Vote (Aye/Nay/Abstain)
Erik D. Curren		
Carolyn W. Dull		
James J. Harrington		
R. Terry Holmes		
Ophie A. Kier		
Brenda O. Mead		
Andrea Oakes		

4. The Ordinance has not been repealed, revoked, rescinded or amended and is in full force and effect on the date hereof.

WITNESS my signature and the seal of the City of Staunton, Virginia, this ____ day of February, 2019.

(SEAL)

Suzanne F. Simmons, Clerk of Council, City
of Staunton, Virginia

**ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL
OBLIGATION SCHOOL BONDS OF THE CITY OF STAUNTON,
VIRGINIA, IN THE MAXIMUM PRINCIPAL AMOUNT OF
\$46,000,000**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STAUNTON,
VIRGINIA:**

1. It is determined to be necessary and expedient for the City of Staunton, Virginia (the "City"), (a) to undertake capital improvements for public school purposes, including but not limited to renovation of the high school (collectively, the "Project"), (b) to borrow money for such purposes and (c) to issue the City's general obligation school bonds therefor.

2. Pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991, but without regard to the provisions of the City Charter, there are authorized to be issued general obligation school bonds of the City in the maximum principal amount of \$46,000,000 to finance the costs of the Project and to pay the costs of issuing such bonds.

3. The bonds shall bear such date or dates, mature at such time or times not exceeding 40 years from their dates, bear interest at such rate or rates, be in such denominations and form, be executed in such manner and be sold at such time or times and in such manner as the Council of the City may hereafter provide by appropriate resolution or resolutions.

4. The bonds shall be general obligations of the City, and its full faith and credit shall be irrevocably pledged to the payment of principal of and premium, if any, and interest on such bonds.

5. The Clerk of Council, in collaboration with the City Attorney, is authorized and directed to see to the immediate filing of a certified copy of this ordinance in the Circuit Court of the City of Staunton, Virginia.

6. This ordinance shall take effect immediately.

[Introduce: February 14; consider for adoption on February 14]

Experience with real estate preferred.
Call 540-887-3310

We are expanding
our staff **full-time**
and **part-time**
flexible hours for
Medication Aides,
Housekeepers,
and Cooks.
Apply in person at
Ritenour Rest Home.

403 N Coalter St
Staunton, VA 24401



GREENBRIER OFFICE PARK
Available Suites, 672 sq.ft.
\$795/mo. or 1344 sq.ft.
\$1395/mo. Includes all fees &
utilities. Call (540) 886-2021

the job network

jobs.newsleader.com

5 positions - Temporary/seasonal work harvesting trees/shrubs in a nursery, from 2/25/2019 to 5/3/2019 at Waynesboro Nurseries, Inc., Waynesboro, VA in Augusta county. Jobs offered are working in a commercial tree/shrub nursery, handling both manual and machine tasks associated with commodity production and harvest activities. Must be able to lift/carry 75 lbs. \$12.25/hr or current applicable AEWV. Raise/bonus at employer discretion. Workers are guaranteed 3/4 of work hours of total period. Work tools, supplies, equipment supplied by employer without charge to worker. Housing with kitchen facilities provided at no cost to only those workers who are not reasonably able to return same day to their place of residence at time of recruitment. Transportation and subsistence expenses to work site will be paid to nonresident workers not later than upon completion of 50% of the job contract. Interviews required. Apply for this job at nearest State Workforce Agency in state in which this ad appears, or Virginia Employment Commission-Winchester, 419 North Cameron Street, Winchester, VA 22601. Ph: (540) 722-3415. Provide copy of this ad. VA Job Order #1535780.



Legal Notices

NOTICE OF PUBLIC HEARING

On Thursday, the 14th day of February, 2019, the Council of the City of Staunton, Virginia (the "City"), will hold a public hearing on the proposed issuance of general obligation school bonds of the City in the estimated maximum principal amount of \$46,000,000. The purpose of the proposed bonds is to finance capital improvements for public school purposes, including but not limited to renovation of the high school, and to pay the costs of issuing such bonds.

The public hearing, which may be continued or adjourned, will be conducted at 7:30 p.m. in the Council Chambers of City Hall, 116 West Beverley Street, first floor, Staunton, Virginia 24401. Interested persons may appear at such time and place and present their views. Hearing impaired persons desiring to attend the public hearing should call TDD at 332-3968 or contact the Clerk of Council at simmons@ci.staunton.va.us or 332-3810 to request an interpreter.

Suzanne F. Simmons
Clerk of Council, City of Staunton, Virginia

0003358068-01

TRUSTEE'S SALE OF 209 S WAVERLEY STREET, STAUNTON, VA 24401. In execution of a certain Deed of Trust dated May 7, 2007, in the original principal amount of \$80,000.00 recorded in the Clerk's Office, Circuit Court for Staunton City, Virginia as Instrument No. 070001811. The undersigned Substitute Trustee will offer for sale at public auction in the front of the Circuit Court building for the City of Staunton, 113 East Beverly, Staunton, Virginia on February 22, 2019, at 1:15 PM, the property described in said Deed of Trust, located at the above address, and more particularly described as follows: ALL THAT CERTAIN LOT OR PARCEL OF LAND WITH ALL IMPROVEMENTS THEREON AND ALL RIGHTS, PRIVILEGES AND APPURTENANCES THERETO BELONGING, SITUATED IN THE CITY OF STAUNTON, VIRGINIA, KNOWN BY PRESENT HOUSE NUMBERING AS 209 SOUTH WAVERLEY STREET, DESIGNATED AND DESCRIBED AS LOT 4 IN BLOCK 2 ON THE MAP OF "EVERGREEN ACRES", MADE BY W. A. CRAWFORD, SAC, DATED JULY 15, 1954, WHICH MAP IS RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF STAUNTON IN DEED BOOK 83, PAGE 274. FOR FURTHER DESCRIPTION, REFERENCE IS MADE TO THE PLAT ENTITLED "PHYSICAL SURVEY, LOT 4, BLOCK 2, EVERGREEN ACRES, STAUNTON, VIRGINIA, DATED OCTOBER 27, 1995, PREPARED BY JERRY L. SHEFFER, LAND SURVEYOR, A COPY OF WHICH IS ATTACHED TO A DEED IN DEED BOOK 367, PAGE 499 IN THE AFOREMENTIONED COUNTY. TERMS OF SALE: ALL CASH. A bidder's deposit of ten percent (10%) of the sale price or ten percent (10%) of the original principal balance of the subject Deed of Trust, whichever is lower, in the form of cash or certified funds payable to the Substitute Trustee must be present at the time of the sale. The balance of the purchase price will be due within fifteen (15) days of sale, otherwise Purchaser's deposit may be forfeited to Trustee. Time is of the essence. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled to a return of the deposit paid. The Purchaser may, if provided by the terms of the Trustee's Memorandum of Foreclosure Sale, be entitled to a \$50 cancellation fee from the Substitute Trustee, but shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. Additional terms to be announced at the sale. A form copy of the Trustee's memorandum of foreclosure sale and contract to purchase real property is available for viewing at www.bwwsales.com. This is a communication from a debt collector and any information obtained will be used for that purpose. The sale is subject to seller confirmation. Substitute Trustee: Equity Trustees, LLC, 2101 Wilson Blvd., Suite 1004, Arlington, VA 22201. For more information contact: BWW Law Group, LLC, attorneys for Equity Trustees, LLC, 6003 Executive Blvd, Suite 101, Rockville, MD 20852, 301-961-6555, website: www.bwwsales.com, VA-334841-1.

000345310-01



Staunton News Leader
January 30, 2019

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NOTICE OF PUBLIC HEARING

On Thursday, the 14th day of February, 2019, the Council of the City of Staunton, Virginia (the "City"), will hold a public hearing on the proposed issuance of general obligation school bonds of the City in the estimated maximum principal amount of \$46,000,000. The purpose of the proposed bonds is to finance capital improvements for public school purposes, including but not limited to renovation of the high school, and to pay the costs of issuing such bonds.

The public hearing, which may be continued or adjourned, will be conducted at 7:30 p.m. in the Council Chambers of City Hall, 116 West Beverley Street, first floor, Staunton, Virginia 24401. Interested persons may appear at such time and place and present their views. Hearing impaired persons desiring to attend the public hearing should call TDD at 332-3968 or contact the Clerk of Council at simmonsfc@ci.staunton.va.us or 332-3810 to request an interpreter.

Suzanne F. Simmons
Clerk of Council, City of Staunton, Virginia

000335068-01

TRUSTEE SALE
1003 Spring Hill Road, Staunton, VA 24401

In execution of a Deed of Trust in the original principal amount of \$87,000.00, dated October 5, 2009 recorded in the Clerk's Office of the Circuit Court of the City of Staunton, Virginia, in Document No. 090003194, at Page 0009, default having occurred in the payment of the Note thereby secured and at the request of the holder of said Note, the undersigned Trustee will offer for sale at public auction at the entrance to the City Courts Building, 113 East Beverly Street, Staunton, on February 21, 2019 at 9:00 AM the property described in said deed, located at the above address and briefly described as: Lot 17, Section 1, Selma, with improvements thereon.

Subject to any and all covenants, conditions, restrictions, easements, and all other matters of record taking priority over the Deed of Trust, if any, affecting the aforesaid property.

TERMS OF SALE: CASH: A deposit of \$20,000.00 or 10% of the sales price, whichever is lower, cash or certified check will be required at the time of sale, but no more than \$10,000.00 of cash will be accepted, with settlement within fifteen (15) days from the date of sale. Sale is subject to post sale confirmation that the borrower did not file for protection under the U.S. Bankruptcy Code prior to the sale which affects the validity of the sale, as well as to post-sale confirmation of the status of the loan with the loan servicer including, but not limited to, determination of whether the borrower entered into any repayment agreement, reinstated or paid off the loan prior to the sale. In any such event, the sale shall be null and void, and the Purchaser's sole remedy, in law or equity, shall be the return of his deposit without interest. Additional terms may be announced at the time of sale. Pursuant to the Federal Fair Debt Collection Practices Act, we advise you that this firm is a debt collector attempting to collect the indebtedness referred to herein and any information we obtain will be used for that purpose.

SAMUEL I. WHITE, P.C., Trustee

This is a communication from a debt collector.

FOR INFORMATION CONTACT:

SAMUEL I. WHITE, P.C. (67891)

5040 Corporate Woods Drive, Suite 120

Virginia Beach, Virginia 23462

757-457-1460 - Call Between 9:00 a.m. and 5:00 p.m.

or visit our website at www.siwp.net

0003372620-01

Beer & Liquor License

Beer & Liquor License

ABC NOTICE FOR CIRCLE K STORES INC.
TRADING AS: CIRCLE K 2723713
Address: 313 SPRINGFIELD LANE
STAUNTON, VA 24401-5649
AUGUSTA COUNTY

The above establishment is applying to the VIRGINIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) AUTHORITY for a Wine and Beer OFF premises license to sell or manufacture alcoholic beverages.

Dated: 2/1/2019

MEREDITH W. RICE JR., VP OPERATIONS, COASTAL CAROLINA BU

NOTE : Objections to this license must be submitted to ABC no later than 30 days from the publishing date of the first of two required newspaper legal notices. Objections should be registered at www.abc.virginia.gov or 800-552-3200.

0003372620-01

ABC NOTICE FOR CIRCLE K STORES INC.
TRADING AS: KANGAROO EXPRESS 2723210
Address: 636 GREENVILLE AVE.
STAUNTON, VA 24401-4804

The above establishment is applying to the VIRGINIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) AUTHORITY for a Wine and Beer OFF premises license to sell or manufacture alcoholic beverages.

Dated: 2/1/2019

MEREDITH W. RICE JR., VP OPERATIONS, COASTAL CAROLINA BU

Days OTT; lift/carry up to 50lbs.
40hpw; 7a-5p; M-F/
wkends/extended hrs; higher of rtn
wkr wage or \$14.26/hr; \$21.39/OT
over 40hpw; raise/bonus; empl
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w/locating housing; trans/
subsistence/lodging reimbursed if
½ employment period completed.
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if emplmt period
completed/dismissed early. No chrg
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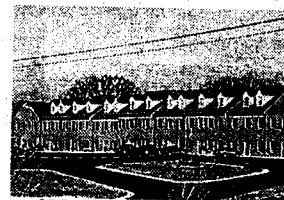
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