Work Session Agenda
Staunton City Council
Caucus Room
May 9, 2019
5:00 p.m.

Invocation/Moment of Silence—Harrington

5:00 p.m.	**1.**	**Annual Visit to Betsy Bell**
5:25 p.m.	**2.**	**Consideration of Work Session and Regular Meeting Agendas**
5:30 p.m.	**3.**	**Valley Community Services Board (VCSB) Performance Contract Update**
5:40 p.m.	**4.**	**Presentation of Quarterly Financial Report**
5:55 p.m.	**5. & C**	**Discussion of an Ordinance to Amend the FY2019 Budget Ordinance for the City of Staunton by Adding Budget Amendment Number Two**
6:05 p.m.		**Break**
6:20 p.m.	**6.**	**Discussion on the City's Federal Regulatory Requirements as a New HUD Entitlement Community**
6:50 p.m.	**7.**	**Closed Meeting for Consultation and Discussion with Legal Counsel for Necessary Legal Advice Regarding (a) a Claim Involving a Former Employee of One of the City's Departments or Agencies; and (b) Specific Land Use and Zoning Matter Involving Historic Preservation**
7:15 p.m.		**Break**

REVISED

Regular Meeting Agenda
Staunton City Council
Council Chambers
May 9, 2019
7:30 p.m.

Call to Order

Pledge of Allegiance

Mayor's Report

Proclamation—Bike and Walk to Work Day

Proclamation—Police Officers Memorial Day and National Police Week

Additional Items by Members of Council

Approval of Minutes

Work Session and Regular Meeting of April 11, 2019

Budget Work Session of April 18, 2019

<u>REGULAR MEETING</u>

A. Public Hearing and Consideration of a Request by JMB Investment Company LLC, for a Special Use Permit under the Provisions of Staunton City Code § 18.65.020(2), Uses, of the B-3, Planned Business District, of Title 18 Zoning, of the Staunton City Code

B. Public Hearing and Consideration of a Request by Victor A. Meyer, Belvedere Group LLC, to Amend Title 18.55.030(4), Maximum Lot Coverage, of Title 18, Zoning, of the Staunton City Code

C. Introduction and Public Hearing of an Ordinance to Amend the FY2019 Budget Ordinance for the City of Staunton by Adding Budget Amendment Number Two

D. Public Hearing and Consideration of an Ordinance Granting a Non-Exclusive Cable Television Franchise to Shenandoah Cable Television, LLC to Operate a Cable Television System within the City of Staunton

E. Consideration of a Resolution Further Memorializing the Continuing Authority of the City Attorney to Authorize Claims, Actions, Suits, Appeals, Challenges and All Other Proceedings of Any Nature in Any Court, Tribunal, or in Any Forum

Matters from the City Manager

Matters from the Public

Adjournment

CITY COUNCIL **AGENDA BRIEFING**

Staunton, VA

Meeting Date:	**May 9, 2019**	**Staff Member:** **Chris Tuttle**
Item #	**1**	
Ordinance #		
Department:	**Parks and Recreation**	
Council Vision:	**Culture** **Built Environment**	
Subject:	**Visit to Betsy Bell**	

Background: The deed conveying Betsy Bell Mountain to the City of Staunton for use as a City park requires that a majority of the elected members of Council shall "go in a body to the top of the mountain at some time each spring," and that each such visit shall be noted in the minutes. The annual visit to Betsy Bell has been scheduled for the work session. All members of Council are encouraged to make this annual visit, so that the City remains in compliance with the terms of the deed.

The Parks and Recreation Department van will be on Central Avenue adjacent to the Police Department entrance at 4:45 p.m. to transport members of Council to the park.

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Stephen F. Owen

CITY COUNCIL **AGENDA BRIEFING**

Staunton, VA

Meeting Date:	**May 9, 2019**	**City Council**
Item #	**2**	
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

Work Session Agenda
Staunton City Council
Caucus Room
May 9, 2019
5:00 p.m.

Invocation/Moment of Silence—Harrington

5:00 p.m.	**1.**	**Annual Visit to Betsy Bell**
5:25 p.m.	**2.**	**Consideration of Work Session and Regular Meeting Agendas**
5:30 p.m.	**3.**	**Valley Community Services Board (VCSB) Performance Contract Update**
5:40 p.m.	**4.**	**Presentation of Quarterly Financial Report**
5:55 p.m.	**5. & C**	**Discussion of an Ordinance to Amend the FY2019 Budget Ordinance for the City of Staunton by Adding Budget Amendment Number Two**
6:05 p.m.		**Break**
6:20 p.m.	**6.**	**Discussion on the City's Federal Regulatory Requirements as a New HUD Entitlement Community**
6:50 p.m.	**7.**	**Closed Meeting for Consultation and Discussion with Legal Counsel for Necessary Legal Advice Regarding (a) a Claim Involving a Former Employee of One of the City's Departments or Agencies; and (b) Specific Land Use and Zoning Matter Involving Historic Preservation**
7:15 p.m.		**Break**

REVISED

Regular Meeting Agenda
Staunton City Council
Council Chambers
May 9, 2019
7:30 p.m.

Call to Order

Pledge of Allegiance

Mayor's Report

Proclamation—Bike and Walk to Work Day

Proclamation—Police Officers Memorial Day and National Police Week

Additional Items by Members of Council

Approval of Minutes

Work Session and Regular Meeting of April 11, 2019

Budget Work Session of April 18, 2019

REGULAR MEETING

A. Public Hearing and Consideration of a Request by JMB Investment Company LLC, for a Special Use Permit under the Provisions of Staunton City Code § 18.65.020(2), Uses, of the B-3, Planned Business District, of Title 18 Zoning, of the Staunton City Code

B. Public Hearing and Consideration of a Request by Victor A. Meyer, Belvedere Group LLC, to Amend Title 18.55.030(4), Maximum Lot Coverage, of Title 18, Zoning, of the Staunton City Code

C. Introduction and Public Hearing of an Ordinance to Amend the FY2019 Budget Ordinance for the City of Staunton by Adding Budget Amendment Number Two

D. Public Hearing and Consideration of an Ordinance Granting a Non-Exclusive Cable Television Franchise to Shenandoah Cable Television, LLC to Operate a Cable Television System within the City of Staunton

E. **Consideration of a Resolution Further Memorializing the Continuing Authority of the City Attorney to Authorize Claims, Actions, Suits, Appeals, Challenges and All Other Proceedings of Any Nature in Any Court, Tribunal, or in Any Forum**

Matters from the City Manager

Matters from the Public

Adjournment

CITY COUNCIL **AGENDA BRIEFING**

Staunton, VA

Meeting Date:	**May 9, 2019**	**Staff Member:** **Steve Owen**
Item #	**3**	
Ordinance #		
Department:	**City Manager's Office**	
Council Vision:	**Responsive, Efficient Government**	
Subject:	**Valley Community Services Board (VCSB) Performance Contract Update**	

Background: David Deering, Executive Director of Valley Community Services Board (VCSB), will make a presentation to City Council concerning VCSB's performance contract with the Commonwealth of Virginia Department of Behavioral Health and Developmental Services. The current performance contract, approved last year by City Council and the governing bodies of Augusta County, Highland County and the City of Waynesboro, provides for a term of two years. Mr. Deering will provide a review of the activities of VCSB performed under the performance contract during CY2018, which includes six months of the first year of the term, and a brief overview of the challenges to be faced by VCSB in the remainder of CY2019 and CY2020.

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Stephen F. Owen

CITY COUNCIL AGENDA BRIEFING

Staunton, VA

Meeting Date:	**May 9, 2019**	**Staff Member:** **Cindy Fitzgerald**
Item #	**4**	
Ordinance #		
Department:	**Finance**	
Council Vision:	**Responsive, Efficient Government**	
Subject:	**Quarterly Financial Report** **Attachments:** **Financial Report** **Sales, Meals and Lodging Tax Reports**	

Background: Cindy Fitzgerald, Interim Director of Finance, will present a financial report for the third quarter of fiscal year 2019. The quarterly financial report and the sales, meals and lodging tax history reports are attached.

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Stephen F. Owen

FY 2019 FINANCIAL REPORT

MARCH 31, 2019

GENERAL FUND REVENUES	REVISED BUDGET	ACTUAL YTD	AVAILABLE BUDGET	% RECEIVED	Comment
PROPERTY TAXES					
Real Estate Taxes 2019 (75%) & 2018 (25%)	$ 17,375,000	$ 4,661,431	$ 12,713,569	27%	75% of 2019 Taxes due June 20, 2019
					25% of 2018 Taxes due Dec 5, 2018
Real Estate Taxes 2017-prior	850,000	260,541	589,459	31%	
Real Estate - Public Service	800,000	901,420	(101,420)	113%	100% of 2018 Taxes due Dec 5, 2018
Real Estate - Interest	150,000	106,531	43,469	71%	
Real Estate- Penalty	120,000	87,186	32,814	73%	
Real Estate Tax -Downtown Serv District	120,000	34,763	85,237	29%	25% due Dec 5; 75% due June 20
Personal Property Taxes 2018	4,850,000	4,843,333	6,667	100%	100% of 2018 PP Tax due December 5, 2018
Personal Property Taxes 2017-prior	165,000	249,040	(84,040)	151%	Delinquent Taxes due prior to December 5, 2018
Personal Property Taxes- Public Service	4,000	3,652	348	91%	
Personal Property -Interest	50,000	49,049	951	98%	
Personal Property - Penalty	80,000	72,078	7,922	90%	
Machinery & Tools Tax	520,635	514,722	5,913	99%	100% Tax Due December 5, 2018
TOTAL PROPERTY TAXES	**$ 25,084,635**	**$ 11,783,746**	**$ 13,300,889**	**47%**	
OTHER LOCAL TAXES					
Business & Occupational Licenses	$ 2,200,000	$ 2,207,523	$ (7,523)	100%	BPOL License due March 1, 2019
Water Utility Tax	275,000	180,606	94,394	66%	Paid Monthly w/ 1-2 months delay in collection
Gas Utility	300,000	197,032	102,968	66%	Paid Monthly w/ 1-2 months delay in collection
Electric Utility	575,000	396,191	178,809	69%	Paid Monthly w/ 1-2 months delay in collection
Local Sales Tax	4,015,000	2,532,042	1,482,958	63%	Paid Monthly w/ 2 months delay in payment from State
Bank Stock	425,000	5,503	419,497	1%	Paid in June
Recordation	180,000	134,472	45,528	75%	Paid Monthly w/ 1 month delay in collection
Cigarette Tax	400,000	316,331	83,669	79%	Paid at sale date, no delay in collection
Lodging Tax	890,000	497,489	392,511	56%	Paid Monthly w/ 1 month delay in collection
Meals Tax	4,112,500	2,995,912	1,116,588	73%	Paid Monthly w/ 1 month delay in collection
Probate Tax on Wills	7,000	11,171	(4,171)	160%	
Short Term Rental Tax	25,000	13,824	11,176	55%	
Local Communications Tax	1,320,000	704,254	615,746	53%	Paid Monthly w/ 1-2 months delay in collection
TOTAL OTHER LOCAL TAXES	**$ 14,724,500**	**$ 10,192,350**	**$ 4,532,151**	**69%**	

MARCH 31, 2019

GENERAL FUND REVENUES		REVISED BUDGET		ACTUAL YTD		AVAILABLE BUDGET	% RECEIVED
PERMITS							
General Charges for Services	$	-	$	650	$	(650)	#DIV/0!
Judicial Charges for Services		800		538		262	67%
Public Safety Charges for Services		252,000		174,967		77,033	69%
Planning and Development Charges for Services		14,500		11,625		2,875	80%
TOTAL PERMITS	**$**	**267,300**	**$**	**187,780**	**$**	**79,520**	**70%**
FINES & FORFEITURES							
Circuit Court Fines	$	105,570	$	121,557	$	(15,987)	115%
Courthouse Maintenance Fee		10,000		8,654		1,346	87%
Animal Control Fines		6,000		4,930		1,070	82%
TOTAL FINES & FORFEITURES	**$**	**121,570**	**$**	**135,141**	**$**	**(13,571)**	**111%**
REVENUE FROM USE OF PROPERTY							
Interest Revenue	$	165,000	$	166,553	$	(1,553)	101%
Rental of Real Property		41,100		48,347		(7,247)	118%
Rental of Real Property-Recreation		5,000		4,985		15	100%
TOTAL REVENUE FROM USE OF PROPERTY	**$**	**211,100**	**$**	**219,885**	**$**	**(8,785)**	**104%**
CHARGES FOR SERVICES							
Property Clean Up Fees	$	2,000	$	1,961	$	39	98%
Payment in Lieu of Tax from Other Funds		1,246,761		1,233,959		12,802	99%
DMV Stop Fees		5,000		4,788		212	96%
Administrative Fees		23,000		8,177		14,823	36%
Judicial Operations Charges for Services		52,117		48,349		3,768	93%
Public Safety Tax Exempt Service Charge		4,800		4,790		10	100%
Recreation Charges for Services		469,000		313,145		155,855	67%
Community Development Charges for Services		2,000		1,765		235	88%
TOTAL CHARGES FOR SERVICES	**$**	**1,804,678**	**$**	**1,616,934**	**$**	**187,744**	**89.60%**
MISCELLANEOUS							
Sale of Salvage & Surplus	$	15,000	$	2,775	$	12,225	19%
Sale of Land and Buildings		-		(3,700)		3,700	#DIV/0!
Payment in Lieu of Taxes SRHA		13,500		13,593		(93)	101%
Wellness Program Reimbursement		10,000		5,245		4,755	52%
Donations		20,000		21,195		(1,195)	106%
Other grants		-		3,227		(3,227)	#DIV/0!
Miscellaneous		-		7,479		(7,479)	#DIV/0!
TOTAL MISCELLANEOUS	**$**	**58,500**	**$**	**49,814**	**$**	**8,686**	**85%**

MARCH 31, 2019

GENERAL FUND REVENUES	REVISED BUDGET	ACTUAL YTD	AVAILABLE BUDGET	% RECEIVED	
COMMONWEALTH OF VIRGINIA REVENUE					
Public Facilities Tax	$ 120,000	$ 60,068	$ 59,932	50%	State sales tax revenue from Stonewall Jackson Hotel
Recordation	57,000	35,785	21,215	63%	
Rolling Stock Taxes	14,000	9,764	4,236	70%	
Motor Vehicle Rental Tax	75,000	59,277	15,723	79%	
HB599 Law Enforcement	886,250	689,283	196,967	78%	Quarterly Payments from State
Personal Property Tax Relief Act (PPTRA)	1,652,200	1,569,590	82,610	95%	
Recordation - Grantor's Tax	45,000	37,675	7,325	84%	
Juror/Witness Fees	7,000	21,745	(14,745)	311%	
State Crime Forfeited Assets- Comm Attorney	-	1,683	(1,683)	#DIV/0!	Revenue based on criminal drug activity; included in budget amendment
DCJS- Victim Witness Grant	14,500	12,000	2,500	83%	
DMV Four for Life Funds	20,000	22,255	(2,255)	111%	
DMV Animal License Plates	600	735	(135)	123%	
State Crime Forfeited Assets- Police	17,313	26,205	(8,892)	151%	Revenue based on criminal drug activity; included in budget amendment
Fire Programs Fund	75,000	83,987	(8,987)	112%	
E911 Wireless Funds	70,000	71,970	(1,970)	103%	Grants from the Wireless Board of Virginia
Street & Highway Maintenance	4,214,660	3,160,995	1,053,665	75%	Quarterly Payments from State
Public Assistance	1,482,472	805,169	677,303	54%	
CSA Administrative Fees	11,740	11,793	(53)	100%	
Comprehensive Services Act (CSA)	1,855,800	1,230,389	625,411	66%	
VA Comm for the Arts	4,800	4,800	-	100%	
Library	147,129	110,931	36,198	75%	Quarterly Payments from State
Commissioner of Revenue	122,485	81,161	41,324	66%	
Treasurer	111,792	72,730	39,062	65%	
Electoral Board & Registrar	37,000	-	37,000	0%	Revenue received in May
Commonwealth Attorney	415,000	269,751	145,249	65%	
Sheriff	292,800	191,213	101,587	65%	
Circuit Court Clerk	290,290	197,768	92,522	68%	
TOTAL COMMONWEALTH OF VIRGINIA	**$ 12,039,831**	**$ 8,838,722**	**$ 3,201,109**	**73.41%**	
FEDERAL REVENUES					
Victim Witness Federal Grant	$ 80,000	$ 35,000	$ 45,000	44%	
FEMA Fire SAFER Grant	132,676	114,344	18,332	86%	
Welfare Public Assistance	1,127,212	663,568	463,644	59%	
Miscellanous Federal Grant	-	5,105	(5,105)	#DIV/0!	Completion of Historic District Guidelines frm FY18
TOTAL FEDERAL REVENUE	**$ 1,339,888**	**$ 818,017**	**$ 521,871**	**61.05%**	

GENERAL FUND REVENUES	REVISED BUDGET	ACTUAL YTD	AVAILABLE BUDGET	% RECEIVED	
PRIOR YEAR APPROPRIATIONS					
Appropriation for Prior Year Fund Balace	$ 665,939	$ -	$ 665,939	0%	
Appropriation for Prior Year Encumbrances	3,209,571	-	3,209,571	0%	Outstanding Encumbrances at June 30, 2018
TOTAL PRIOR YEAR APPROPRIATIONS	**$ 3,875,510**	**$ -**	**$ 3,875,510**	**0%**	
RECOVERED COSTS					
Recovered Costs - General Government	$ 281,260	$ -	$ 281,260	0%	Shared HR services with Schools-entry made at year end
Recovered Costs - Courts	49,000	-	49,000	0%	Courts services shared with Waynesboro-billed in June
Recovered Costs- Public Safety	667,237	658,058	9,179	99%	Buy-In from Harrisonburg/Rockingham for Regional Jail; LODA payment from VML and Fire Truck insurance claim
Recovered Costs- Police Security	30,000	24,910	5,090	83%	
Recovered Costs- Public Works	26,440	26,072	368	99%	
Recovered Costs- Education	85,700	-	85,700	0%	Software Annual Costs and Bus Mechanic Services-entry made at year end
Recovered Costs- Recreation/ Library	42,000	41,258	742	98%	Talking Book Center Reimbursement
Recovered Costs- Community Development	5,926	5,926	-	100%	QCCM transport from SDDA; Reimbursed to schools
TOTAL RECOVERED COSTS	**$ 1,187,563**	**$ 756,224**	**$ 431,339**	**64%**	
TOTAL GENERAL FUND REVENUES	**$ 60,715,075**	**$ 34,598,613**	**$ 26,116,463**	**57%**	

FY 2019 FINANCIAL REPORT
MARCH 31, 2019

GENERAL FUND EXPENDITURES	REVISED BUDGET	ACTUAL YTD	ENCUMBRANCES	AVAILABLE BUDGET	% EXPENDED
GENERAL GOVERNMENT ADMINISTRATION					
CITY COUNCIL	$ 146,751	$ 106,474	$ -	$ 40,277	73%
CLERK OF COUNCIL	50,533	36,855	5,040	8,638	83%
CITY MANAGER	554,594	405,320	-	149,274	73%
HUMAN RESOURCES	626,422	440,496	14,148	171,778	73%
CITY ATTORNEY	363,038	221,654	33,523	107,861	70%
COMMUNICATIONS MANAGER	94,993	73,849	-	21,144	78%
PROFESSIONAL CONSULTANTS	70,000	55,400	-	14,600	79%
CITY MEMBERSHIPS	28,076	27,797	-	279	99%
FINANCE	1,291,773	696,697	93,246	501,830	61%
ASSESSOR	292,833	197,374	-	95,459	67%
COMMISSIONER OF REVENUE	318,492	229,808	154	88,530	72%
TREASURER	426,654	289,320	817	136,517	68%
REGISTRAR	132,181	83,251	85	48,845	63%
INFORMATION TECHNOLOGY	1,231,820	803,122	44,619	384,079	69%
RISK MANAGEMENT	771,000	433,605	-	337,395	56%
TOTAL GENERAL GOV'T ADMINISTRATION	**$ 6,399,160**	**$ 4,101,022**	**$ 191,632**	**$ 2,106,505**	**67%**
JUDICIAL ADMINISTRATION					
CIRCUIT COURT	$ 159,184	$ 109,565	$ 171	$ 49,448	69%
GENERAL DISTRICT COURT	10,800	4,170	461	6,169	43%
MAGISTRATES	2,000	100	-	1,900	5%
JUVENILE DOMESTIC RELATIONS COURT	73,292	-	-	73,292	0%
CLERK OF THE CIRCUIT COURT	523,342	375,317	769	147,256	72%
SHERIFF	584,648	408,872	629	175,147	70%
VICTIM/WITNESS GRANT	83,900	78,116	187	5,597	93%
COMMONWEALTH ATTORNEY	587,593	426,968	909	159,715	73%
TOTAL JUDICIAL ADMINISTRATION	**$ 2,024,759**	**$ 1,403,108**	**$ 3,126**	**$ 618,524**	**69%**
PUBLIC SAFETY					
POLICE	$ 5,369,058	$ 3,808,466	$ 28,702	$ 1,531,890	71%
E911 CENTER	826,555	538,854	2,446	285,255	65%
FIRE	3,058,996	2,353,302	25,447	680,247	78%
COMMUNITY PUBLIC SAFETY	152,031	38,495	8,732	104,805	31%
JUVENILE DETENTION HOME	114,186	85,641	-	28,545	75%
JAIL	1,575,231	1,256,423	-	318,808	80%
OFFICE ON YOUTH	150,500	67,920	509	82,072	45%
INSPECTIONS	385,850	268,375	3,854	113,621	71%
ANIMAL CONTROL	75,000	39,251	-	35,749	52%
MEDICAL EXAMINER	200	180	-	20	90%
TOTAL PUBLIC SAFETY	**$ 11,707,607**	**$ 8,456,905**	**$ 69,690**	**$ 3,181,011**	**73%**

MARCH 31, 2019

GENERAL FUND EXPENDITURES	REVISED BUDGET	ACTUAL YTD	ENCUMBRANCES	AVAILABLE BUDGET	% EXPENDED	
PUBLIC WORKS						
ENGINEERING	$ 338,296	$ 225,234	$ 10,126	$ 102,936	70%	
PUBLIC WORKS ADMINISTRATION	291,228	201,502	437	89,289	69%	
STREETS	3,356,489	1,441,250	255,604	1,659,635	51%	Spring paving starts in April
TRAFFIC ENGINEERING	232,042	156,823	360	74,859	68%	
TRAFFIC SIGNALS	311,018	130,628	46,462	133,928	57%	
BUILDING MAINTENANCE	1,391,472	1,028,708	63,874	298,891	79%	
EQUIPMENT MAINTENANCE	449,907	322,589	717	126,601	72%	
TOTAL PUBLIC WORKS	**$ 6,370,452**	**$ 3,506,733**	**$ 377,579**	**$ 2,486,140**	**61%**	
HEALTH AND WELFARE						
PUBLIC HEALTH	$ 277,813	$ 216,505	$ -	$ 61,308	78%	
VALLEY COMM SERVICES BOARD	162,771	122,078	-	40,693	75%	Quarterly Payments
COMMUNITY POLICY MGMNT TEAM (CSA)	2,670,000	2,110,441	-	559,559	79%	
DEPT OF SOCIAL SERVICES	3,365,376	1,999,567	-	1,365,809	59%	
TAX RELIEF FOR THE ELDERLY	205,000	-	-	205,000	0%	Real Estate Tax Relief- processed May each year
COMMUNITY WELFARE ASSISTANCE	96,692	96,692	-	-	100%	Outside Agency Contributions
TOTAL HEALTH AND WELFARE	**$ 6,777,652**	**$ 4,545,284**	**$ -**	**$ 2,232,368**	**67%**	
EDUCATION -OTHER						
EDUCATIONAL CONTRIBUTIONS-BRCC	$ 8,000	$ 8,000	$ -	$ -	100%	Contribution to Blue Ridge Comm College
TOTAL EDUCATION-OTHER	**$ 8,000**	**$ 8,000**	**$ -**	**$ -**	**100%**	
PARKS, RECREATION, LIBRARY, CULTURAL						
PARKS AND RECREATION ADMIN	$ 1,220,642	$ 761,111	$ 12,137	$ 447,394	63%	
HORTICULTURE	160,364	114,450	2,000	43,914	73%	
GOLF COURSE	108,343	72,135	222	35,986	67%	Golf now reported in the general fund
COMMUNITY RECREATION ASSISTANCE	20,000	20,000	-	-	100%	
PARK MAINTENANCE	1,190,247	746,091	12,709	431,448	64%	
COMMUNITY CULTURAL CONTRIBUTIONS	14,000	14,000	-	-	100%	Outside Agency Contributions
LIBRARY	1,163,756	818,181	43,229	302,346	74%	
TOTAL PARKS, RECREATION, LIBRARY, CULTURAL	**$ 3,877,353**	**$ 2,545,968**	**$ 70,297**	**$ 1,261,088**	**67%**	
PLANNING AND COMMUNITY DEVELOPMENT						
PLANNING	$ 316,928	$ 229,126	$ 6,792	$ 81,010	74%	
COMMUNITY DEVELOPMENT ASSISTANCE	327,421	238,550	-	88,871	73%	Outside Agency Contributions
ECONOMIC DEVELOPMENT	645,096	255,342	-	389,754	40%	
TOURISM	405,392	263,919	63,226	78,247	81%	
STAUNTON WELCOME CENTER	53,455	38,168	-	15,287	71%	
TROLLEY OPERATION	63,000	63,000	-	-	100%	
TOTAL PLANNING AND COMMUNITY DEVELOPMENT	**$ 1,811,292**	**$ 1,088,105**	**$ 70,018**	**$ 653,169**	**64%**	

MARCH 31, 2019

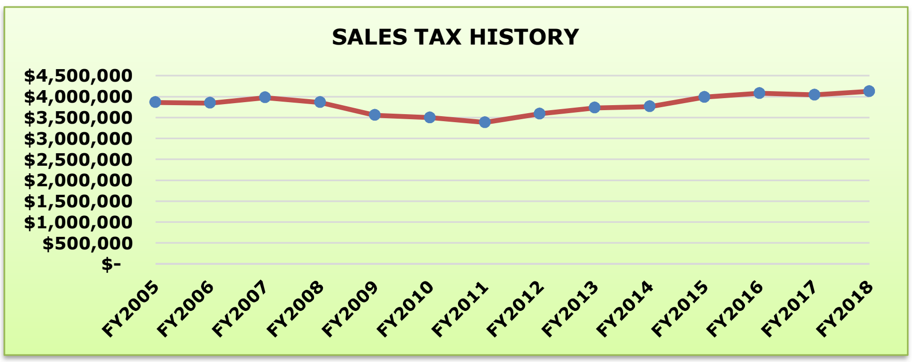
GENERAL FUND EXPENDITURES	REVISED BUDGET	ACTUAL YTD	ENCUMBRANCES	AVAILABLE BUDGET	% EXPENDED	
TRANSFERS TO OTHER FUNDS/NON-DEPARTMENTAL						
TRANSFER TO DEBT SERVICE FUND	$ 5,147,750	$ 4,822,750	$ -	$ 325,000	94%	Annual Debt Payments
TRANSFER TO CIP FUND	3,391,050	-	-	3,391,050	0%	
TRANSFER TO EDUCATION FUND	13,200,000	6,600,000	-	6,600,000	50%	Education Transfer to be completed in June
NON-DEPARTMENTAL EXPENDITURES	-	5,111		(5,111)	#DIV/0!	Distribution account-account equal to zero at year end
TOTAL TRANSFERS AND NON-DEPARTMENTAL	**$ 21,738,800**	**$ 11,427,861**	**$ -**	**$ 10,310,939**	**53%**	
TOTAL GENERAL FUND EXPENDITURES	**$ 60,715,075**	**$ 37,082,987**	**$ 782,342**	**$ 22,849,745**	**62%**	

FY2019 GENERAL FUND BUDGET

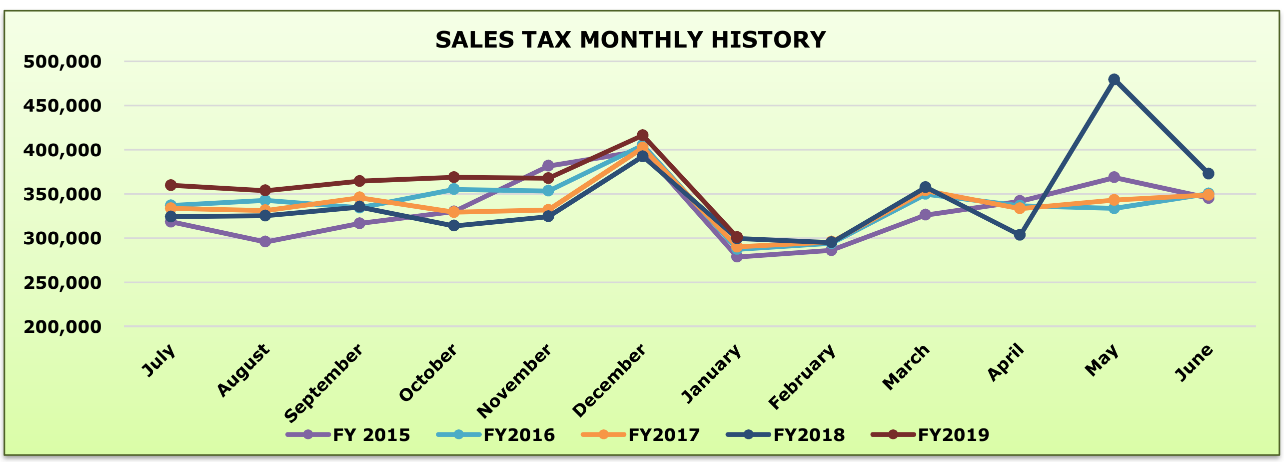
ADOPTED BUDGET	$ 56,595,000	July 1, 2018
ENCUMBRANCE CARRY FORWARDS	665,939	July 1, 2018
BUDGET AMENDMENT #1	$ 3,454,136	January 24, 2019
FY2019 REVISED BUDGET	$ 60,715,075	
FY2019 REVENUES	$ 34,598,613	
FY2019 EXPENDITURES	$ (37,082,987)	
FY2019 NET YTD	$ (2,484,374)	

LOCAL SALES TAX - FY2019 - 1% Tax Rate

	FY 2015	FY2016	FY2017	FY2018	FY2019	% Change	YTD Change
July	318,533.35	336,983.33	333,714.89	324,282.53	359,853.28	11.0%	$ 35,570.75
August	295,759.68	342,818.18	331,429.16	325,420.04	353,757.54	8.7%	$ 28,337.50
September	316,682.18	334,364.25	345,905.68	335,270.60	364,511.12	8.7%	$ 29,240.52
October	329,992.25	355,170.69	329,371.48	314,014.94	368,778.54	17.4%	$ 54,763.60
November	381,691.87	353,379.01	331,907.37	324,549.36	367,724.17	13.3%	$ 43,174.81
December	399,087.30	405,213.36	402,206.55	392,310.26	416,329.42	6.1%	$ 24,019.16
January	278,766.56	287,573.87	290,166.67	299,703.49	301,088.00	0.5%	$ 1,384.51
February	286,181.74	294,123.26	295,776.24	295,141.63			
March	326,350.71	349,737.11	353,757.64	357,635.60			
April	341,808.26	336,522.60	333,521.23	303,519.77			
May	368,629.61	333,614.68	343,047.36	479,377.67			
June	345,355.85	350,418.62	348,854.14	372,636.24			
Totals	$ 3,988,839.36	$ 4,079,918.96	$ 4,039,658.41	$ 4,123,862.13	$ 2,532,042.07		$ 216,490.85
Budget	$ 3,700,000.00	$ 3,900,000.00	$ 4,050,000.00	$ 4,100,400.00	$ 4,250,000.00		
Budget Variance	$ 288,839.36	$ 179,918.96	$ (10,341.59)	$ 23,462.13	$ (1,717,957.93)		
% OF BUDGET	108%	105%	99.7%	100.6%			
% CHANGE- YEAR	6.1%	2.3%	-1.0%	2.1%			

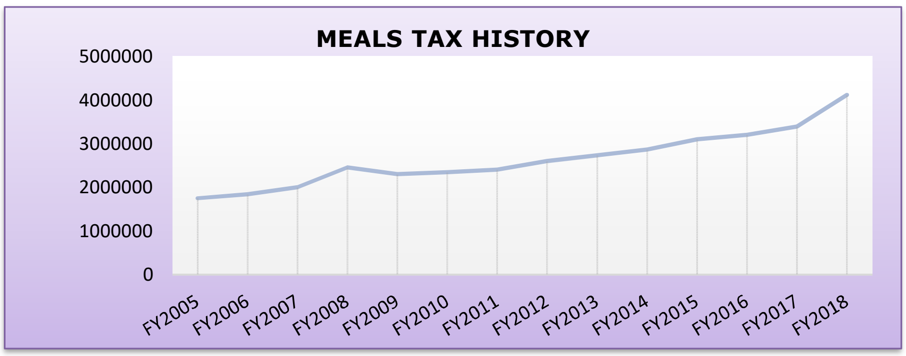


FY2005	$ 3,859,669	
FY2006	$ 3,847,115	-0.3%
FY2007	$ 3,975,958	3.3%
FY2008	$ 3,862,575	-2.9%
FY2009	$ 3,554,096	-8.0%
FY2010	$ 3,495,905	-1.6%
FY2011	$ 3,381,018	-3.3%
FY2012	$ 3,588,737	6.1%
FY2013	$ 3,729,201	3.9%
FY2014	$ 3,760,155	0.8%
FY2015	$ 3,988,839	6.1%
FY2016	$ 4,079,919	2.3%
FY2017	$ 4,039,658	-1.0%
FY2018	$ 4,123,862	2.1%

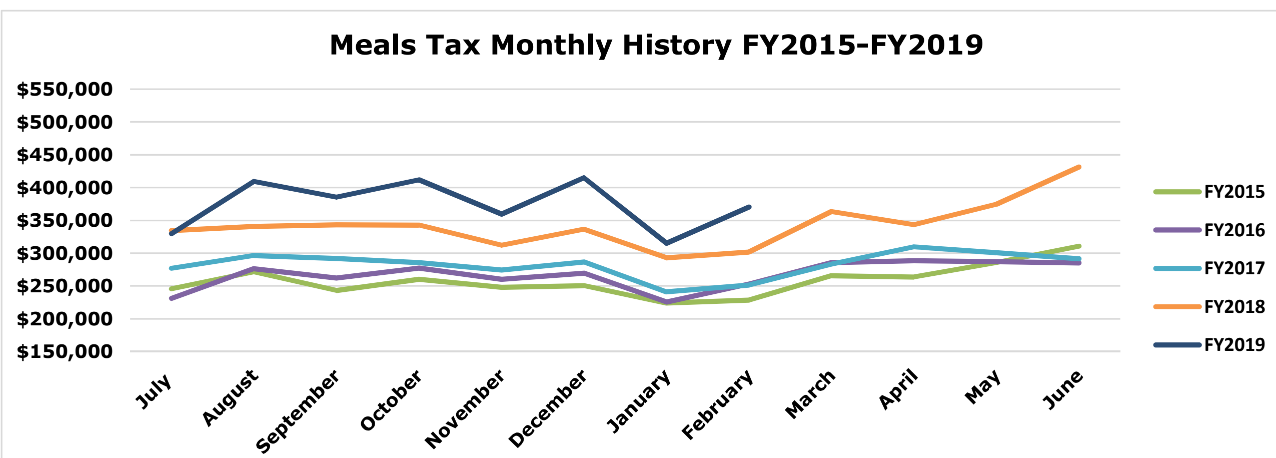


FY 2019 MEALS TAX - 7% Tax Rate

	6% TAX RATE	6% TAX RATE	6% TAX RATE	7% TAX RATE	7% TAX RATE		
	FY2015	**FY2016**	**FY2017**	**FY2018**	**FY2019**	**% Change**	**$ Change**
July	245,590.00	231,275.49	277,144.75	334,578.70	329,572.70	-1.5%	(5,006.00)
August	271,595.42	276,759.09	296,419.00	341,094.46	409,425.39	20.0%	68,330.93
September	243,479.62	262,272.64	292,135.16	343,277.21	385,385.11	12.3%	42,107.90
October	260,468.14	277,731.42	285,660.12	342,809.63	411,876.40	20.1%	69,066.77
November	248,037.55	260,344.43	274,337.57	312,114.40	359,315.82	15.1%	47,201.42
December	250,830.60	269,727.57	286,909.42	336,803.99	415,029.83	23.2%	78,225.84
January	223,920.50	225,700.89	240,970.03	293,064.10	315,041.00	7.5%	21,976.90
February	228,905.78	253,068.03	251,855.24	301,835.99	370,265.00	22.7%	68,429.01
March	265,661.67	285,566.17	283,281.51	363,206.78			
April	263,999.18	288,491.69	309,789.07	343,386.30			
May	285,876.82	287,234.01	300,966.20	374,830.10			
June	310,765.09	285,467.00	291,868.85	431,265.13			
Actuals	$ 3,099,130.37	$ 3,203,638.43	$ 3,391,336.92	$ 4,118,266.79	$ 2,995,911.25		$ 390,332.77
Budget	2,777,000.00	2,990,000.00	3,200,000.00	3,850,000.00	4,112,500.00		
Budget Variance	322,130	213,638	191,337	268,267	(1,116,589)		
% of BUDGET	111.6%	107.1%	106.0%	107.0%			



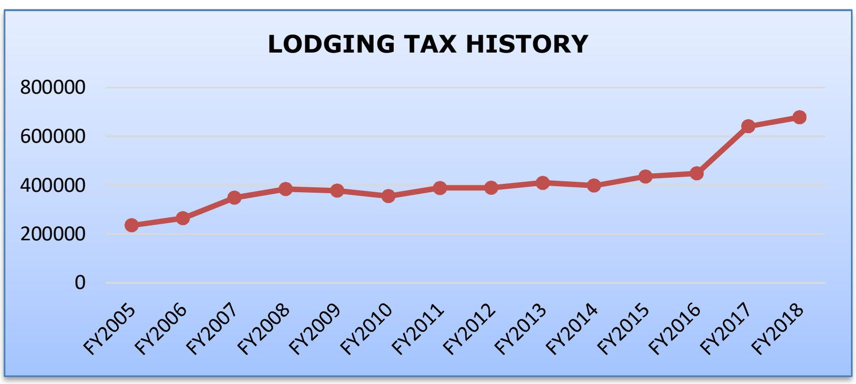
FY2005	$ 1,751,768	
FY2006	$ 1,841,936	5.1%
FY2007	$ 2,004,839	8.8%
FY2008	$ 2,456,629	22.5%
FY2009	$ 2,304,448	-6.2%
FY2010	$ 2,344,698	1.7%
FY2011	$ 2,406,577	2.6%
FY2012	$ 2,599,776	8.0%
FY2013	$ 2,732,598	5.1%
FY2014	$ 2,868,910	5.0%
FY2015	$ 3,099,130	8.0%
FY2016	$ 3,203,638	3.4%
FY2017	$ 3,391,337	5.9%
FY2018	$ 4,118,267	21.4%



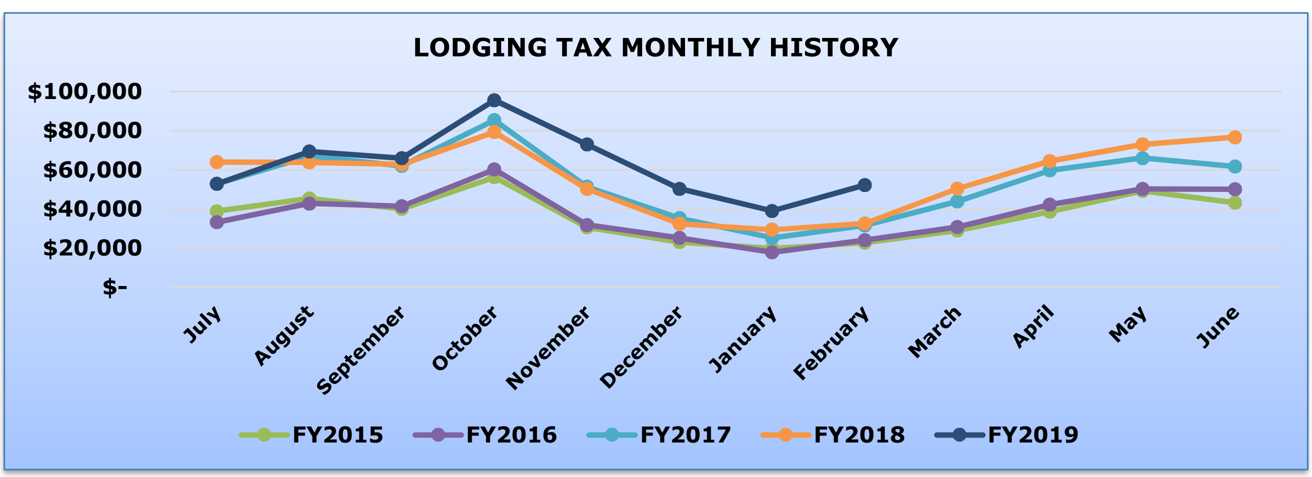
MEALS TAX HISTORY- RATE INCREASES		
JULY 1, 1986	3%	
JULY 1, 1994	4%	
SEPTEMBER 1, 1998	5%	NEW STREET PARKING GARAGE FUNDING
JULY 1, 2007	6%	CIP/ SCHOOL PROJECTS
JULY 1, 2017	7%	SCHOOL PROJECT - LEE HIGH RENOVATION

FY 2019 LODGING TAX - 6.7% Tax Rate

TAX RATE	5.00%	5.00%	6.70%	6.70%	6.70%		
	FY2015	**FY2016**	**FY2017**	**FY2018**	**FY2019**	**% CHANGE**	**$ Change**
July	$ 38,728	$ 33,008	$ 52,799	$ 63,907	$ 52,798	-17.4%	(11,109.12)
August	$ 45,280	$ 42,662	$ 67,072	$ 63,738	$ 69,287	8.7%	5,548.71
September	$ 39,890	$ 41,273	$ 61,866	$ 62,756	$ 65,785	4.8%	3,029.09
October	$ 56,121	$ 60,092	$ 85,289	$ 79,262	$ 95,600	20.6%	16,338.36
November	$ 30,438	$ 31,690	$ 51,208	$ 50,187	$ 72,869	45.2%	22,682.71
December	$ 22,993	$ 25,056	$ 35,136	$ 32,225	$ 50,208	55.8%	17,982.90
January	$ 19,576	$ 17,704	$ 25,091	$ 29,239	$ 38,856	32.9%	9,616.84
February	$ 22,611	$ 23,844	$ 31,475	$ 32,490	$ 52,085	60.3%	19,595.12
March	$ 28,815	$ 30,648	$ 43,728	$ 50,304			
April	$ 38,493	$ 42,095	$ 59,636	$ 64,326			
May	$ 49,149	$ 50,184	$ 65,931	$ 72,905			
June	$ 43,006	$ 49,921	$ 61,612	$ 76,577			
Actuals	$ 435,098	$ 448,175	$ 640,843	$ 677,917	$ 497,489		$ 83,684.61
Budget Totals	$ 395,000	$ 405,000	$ 540,000	$ 575,000	$ 890,000		
Budget Variance	$ 40,098	$ 43,175	$ 100,843	$ 102,917	$ (392,511)		
% of BUDGET	110%	111%	119%	118%	56%		
% CHANGE-YEAR	9.4%	3.0%	43.0%	5.8%			



	TOTAL REVENUE	% CHANGE
FY2005	$ 234,684	
FY2006	$ 263,920	12.5%
FY2007	$ 348,115	31.9%
FY2008	$ 383,716	10.2%
FY2009	$ 376,829	-1.8%
FY2010	$ 354,239	-6.0%
FY2011	$ 388,022	9.5%
FY2012	$ 388,721	0.2%
FY2013	$ 408,906	5.2%
FY2014	$ 397,786	-2.7%
FY2015	$ 435,098	9.4%
FY2016	$ 448,175	3.0%
FY2017	$ 640,843	43.0%
FY2018	$ 677,917	5.8%



CITY COUNCIL **AGENDA BRIEFING**

Staunton, VA

Meeting Date:	**May 9, 2019**	**Staff Member:** **Jeanne Colvin**
Item #	**5 & C**	
Ordinance #		
Department:	**Budget Office**	
Council Vision:	**Responsive, Efficient Government**	
Subject:	**Discussion, Introduction and Public Hearing of an Ordinance to Amend the FY2019 Budget Ordinance for the City of Staunton by Adding Budget Amendment Number Two** **Attachment: PDF Budget Amendment**	

Background: The second budget amendment for fiscal year 2019 has been prepared for your review and discussion. The total budget amendment equals $52,095,492. The introduction and public hearing of this ordinance is scheduled for this meeting, and consideration of the ordinance is scheduled for May 23, 2019.

City Budget Amendment—$ 51,699,356

The General Fund amendment totals $1,226,420 and includes donated funds, additional state revenues, and insurance proceeds. The amendment appropriates $835,800 from state funds and $250,000 from the operating reserve to fund additional expenditures for the Comprehensive Services Act program required for additional students served in the program for FY2019. Other state funds include $7,150 for Technology Trust Funds for the Clerk of the Circuit Court, and $26,200 for the police department for additional forfeited asset funds received this year. Donated funds include $45,000 for the Library project and $52,290 for entrance improvements to Gypsy Hill Park. An appropriation for insurance proceeds of $9,980 includes repairs to a signal pole.

The City Capital Improvements Fund appropriates $1,789,936 for additional funds from federal and state grants for various projects, including the demolition project at Staunton Crossing

Development, Central Avenue Improvements Project, and additional paving funds. The amendment allocates $2,700,000 from the CIP Undesignated Reserve Account for the projects approved in the FY2019-FY2023 Capital Improvement Plan, adopted February 14, 2019. The amendment also transfers $400,000 from the high school reserve to the City Bond Fund for the high school renovation project, and transfers $75,000 from the Betsy Bell Picnic Shelter project to the Gypsy Hill Park improvements for the tot playground and the sidewalk improvements at the pool to replace the equipment and allow for handicap access.

The Bond Fund appropriates $48,615,000 for the high school renovation project. Appropriations include $46 million in bond proceeds issued through Virginia Public School Authority, $1,915,000 transferred from the School CIP Fund, $400,000 transferred from the City CIP Fund, and $300,000 from interest income on the bond proceeds. The total project budget for the high school project is $48,715,000. The School Cafeteria appropriates $100,000 in the school budget amendment to purchase kitchen equipment. A supplemental budget amendment will be required at the completion of this project to account for all interest income on the bond proceeds and any expenditures as a result of the interest income. A reconcilement of the total project funds appropriated and expenditures should be completed and stored as part of the permanent debt files related to this bond issue.

The Community Development Fund appropriates $50,000 for federal grant funds from the U.S. Department of Housing and Urban Development to prepare a citizen participation plan for a new entitlement community program.

The Grants Fund appropriates $18,000 for a grant awarded to the Police Department for law enforcement training for officers to assist citizens with recommendations for mediation.

School Budget Amendment—$396,136

The Education Fund amendment totaling $81,136, appropriates $40,000 for additional state grant funds for instructional programs, and $41,136 for general revenues for recovered costs and other instructional supplies. Recovered costs include reimbursement from the high school project Bond Fund for the costs of construction managers, and insurance proceeds received for property damage. Additional funds for instructional programs were received for the Thacker Fund at Bessie Weller School, and the Seeds of Learning grant from Mary Baldwin University.

The School Capital Improvements Fund 966 amendment totaling $200,000 includes additional funds of $200,000 transferred from the City CIP Fund for the FY2019-FY2023 Capital Improvement Plan. The amendment also transfers $1,915,000 from the School CIP Fund to the City Bond Fund for the high school project. The total high school project budget is $48,715,000 with $46,000,000 from bond proceeds issued through Virginia Public School Authority, $300,000 from interest income on the bonds, $400,000 from the City CIP Fund, $1,915,000 transferred from the School CIP Fund and $100,000 from the Cafeteria Fund.

The State Operated Programs Fund amendment appropriates $15,000 from state funds to purchase a driver simulator for the students.

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

Suggested Motion (to be made before the public hearing is conducted): I move to introduce an ordinance amending the fiscal year 2019 budget by adding Budget Amendment Number Two, totaling $52,095,492, and that Council conduct a public hearing of the ordinance.

City Manager: Stephen F. Owen

Ordinance No. 2019-

AN ORDINANCE TO AMEND

THE FY 2019 BUDGET ORDINANCE

FOR THE CITY OF STAUNTON

BY ADDING BUDGET AMENDMENT NUMBER TWO

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	$	250,000
Recovered Costs		9,980
Miscellaneous Revenue		97,290
Capital Grants and Contributions		869,150
Total Revenue	$	1,226,420
Appropriations		
Judicial Administration	$	7,150
Public Safety		26,200
Public Works		9,980
Parks, Recreation, Cultural		97,290
Health & Welfare		1,085,800
Total Appropriations	$	1,226,420

GRANTS FUND

Anticipated Revenue		
Capital Grants and Contributions	$	18,000
Total Revenue	$	18,000
Appropriations		
Public Safety	$	18,000
Total Appropriations	$	18,000

CITY CAPITAL IMPROVEMENTS FUND

Anticipated Revenue		
Capital Grants and Contributions	$	1,789,936
Total Revenue	$	1,789,936
Appropriations		
Capital Projects	$	1,789,936
Total Appropriations	$	1,789,936

COMMUNITY DEVELOPMENT FUND

Anticipated Revenue		
Capital Grants and Contributions	$	50,000
Total Revenue	$	50,000
Appropriations		
Operations	$	50,000
Total Appropriations	$	50,000

BOND FUND

Anticipated Revenue		
General Revenues-Bond Proceeds	$	46,000,000
Interest Income on Proceeds		300,000
Transfer from the School CIP Fund		1,915,000
Transfer from the City CIP Fund		400,000
Total Revenue	$	48,615,000
Appropriations		
Capital Improvements	$	48,615,000
Total Appropriations	$	48,615,000

STATE OPERATED PROGRAMS FUND

Anticipated Revenue		
Capital Grants and Contributions	$	15,000
Total Revenue	$	15,000
Appropriations		
Capital	$	15,000
Total Appropriations	$	15,000

EDUCATION FUND

Anticipated Revenue		
General Revenue	$	41,136
Capital Grants and Contributions		40,000
Total Revenue	$	81,136
Appropriations		
Operations	$	81,136
Total Appropriations	$	81,136

CAFETERIA FUND

Anticipated Revenue		
Appropriation of Prior Year Unassigned Balance	$	100,000
Total Revenue	$	100,000
Appropriations		
Capital-High School Cafeteria Kitchen Equipment	$	100,000
Total Appropriations	$	100,000

SCHOOL CIP FUND- 966

Anticipated Revenue		
Transfer from the City CIP Fund	$	200,000
Total Revenue	$	200,000
Appropriations		
Capital Improvements	$	200,000
Total Appropriations	$	200,000

GRAND TOTAL BUDGET AMENDMENT NO 2	**$**	**52,095,492**

INTRODUCED: May 9, 2019

PUBLIC HEARING: May 9, 2019

Public Hearing Advertisement Date: April 30, 2019

Approved this ________________day of ________2019

Effective Date: ___________________

CERTIFIED: ____________________________

Carolyn W. Dull
Mayor of Council

ATTEST:__________________________

Suzanne F. Simmons
Clerk of Council

FY 2019 BUDGET AMENDMENT NO. 2

GENERAL FUND	LEDGER CODE	REVENUE	EXPENDITURE
JUDICIAL ADMINISTRATION			
CLERK OF THE CIRCUIT COURT			
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
PUBLIC SAFETY			
POLICE DEPARTMENT			
To appropriate additional state funds from forfeited assets received in FY2019			
State Forfeited Assets Revenue	11033-45427	$ 26,200	
State Forfeited Assets Expenditures	11033110-55472		$ 26,200
PUBLIC WORKS			
TRAFFIC SIGNALS			
To appropriate recovered costs from insurance proceeds for damages to a signal pole at West Johnson Street/ South Lewis Street.	11041-41928	$ 9,980	
Maintenance and repair to traffic signals	11044150-55348		$ 9,980
PARKS, RECREATION, CULTURAL			
RECREATION			
To appropriate donated funds for entrance improvements and other improvements to Gypsy Hill Park. Improvements include restoration of the historic central pier light fixture, new metal gateway sign, install new metal fencing, clean limestone walls, repaint the Garden Center, reconstruct the roof of several of the historic spring boxes, replace the street lights at the entrance with historic period lighting, repair the Purviance Tams plaque, and install a new sign describing the historic water system of Staunton. Total project estimate is $156,000. Only $52,290 will be spent in FY2019.	11073-41730	$ 52,290	
Building improvements/ capital outlay	11077110-58399-38300		$ 45,350
Building improvements/ capital outlay	11077110-58399-38700		$ 6,940
LIBRARY			
To appropriate donated funds from the Staunton Library Foundation and the Friends of the Library for the library renovation project.			
Donated funds	11071-41730-39100	$ 45,000	
Library renovation project	11077510-58311-39100		$ 45,000
HEALTH AND WELFARE			
COMPREHENSIVE SERVICES ACT			
To appropriate additional state and local funds for the Comprehensive Services Act			
Commonwealth of Virginia revenue		$ 835,800	
Appropriation of Operating Reserve		$ 250,000	
Transfer funds from the finance department salary savings			$ (50,000)
Transfer funds from risk management savings	11011520-55120		$ (29,200)
Transfer funds from risk management-self insurance collision	11011520-55125		$ (35,000)
Comprehensive Services Act	11055300-55530		$ 114,200
Comprehensive Services Act	11055300-55530		$ 1,085,800
TOTAL GENERAL FUND		**$ 1,226,420**	**$ 1,226,420**

BUDGET AMENDMENT NO. 1 GENERAL FUND SUMMARY

GENERAL FUND REVENUE SUMMARY

General Revenues		
Appropriation of Prior Year Fund Balance		$ 250,000
Operating Reserve	250,000	
Recovered Costs		9,980
Public Works	9,980	
Miscellaneous Revenue		97,290
Donations-Recreation	52,290	
Donations-Library	45,000	
Capital Grants and Contributions		869,150
Clerk of the Circuit Court-Supreme Court of Virginia	7,150	
Police Department	26,200	
Health & Welfare	835,800	
Total General Fund Revenues		**$ 1,226,420**

GENERAL FUND EXPENDITURE SUMMARY

Judicial Administration	$ 7,150
Public Safety	26,200
Public Works	9,980
Health & Welfare	1,085,800
Parks, Recreation, Cultural	97,290
Total General Fund Expenditures	**$ 1,226,420**

FY 2019 BUDGET AMENDMENT NO. 2

	LEDGER CODE	REVENUE	EXPENDITURE
CITY CAPITAL IMPROVEMENTS FUND			
FY2019-FY2023 CAPITAL IMPROVEMENT PLAN			
To allocate funds for the Capital Improvement Plan for FY2019-FY2023 adopted on February 14, 2019. $2,700,000 was approved in the FY2019 Budget Amendment Number 1 to be held in reserve until the CIP was completed.			
CIP Undesignated Reserve			$ (2,700,000)
Staunton Crossing Development Project -demolition	39088150-58470		$ 2,000,000
Gypsy Hill Park Restrooms Replacement Project	39077210-584**		$ 350,000
Transfer to the School CIP Fund	39099600-59394		$ 200,000
Greenways Project	39077210-58508		$ 100,000
Fire Truck Reserve	39033210-58463		$ 50,000
STAUNTON CROSSING/DEMOLITION PROJECT			
To appropriate grant funds from the Brownsfield Grant for the demolition project at Staunton Crossing	3908**-*****	$ 431,200	
Staunton Crossing Development Project-demolition	39088150-58470		$ 431,200
HIGH SCHOOL PROJECT			
High School Project Reserve	39066800-58490		$ (400,000)
Transfer $400,000 of the $1,300,000 reserve to the City Bond Fund for the high school project	39099600-*****		$ 400,000
VDOT PRIMARY PAVING PROJECTS			
To appropriate additional Commonwealth of Virginia Department of Transportation funds for paving projects	39043-45425	$ 974,500	
Statler Blvd and Staunton Crossing intersections	39044130-58499		$ 158,000
Resurface New Hope Road- Rte. 254	39044130-58499		$ 57,500
Resurface Statler Blvd	39044130-58499		$ 235,000
Resurface Middlebrook Ave	39044130-58499		$ 188,000
Resurface Statler Blvd- Rte. 261N	39044130-58499		$ 101,000
Resurface Statler Blvd- Rte. 261S	39044130-58499		$ 235,000
CENTRAL AVENUE IMPROVEMENTS PROJECT			
To appropriate additional federal transportation funds for the Central Avenue Improvements Project	39044-46250-70020	$ 384,236	
To transfer funds from the CIP Street Urban Reserve account for the local match	39044130-58456		$ (150,000)
Central Avenue Improvements Project	39044130-58483-70020		$ 150,000
Central Avenue Improvements Project	39044130-58483-70020		$ 384,236
GYPSY HILL PARK PLAYGROUND EQUIPMENT			
To reallocate funds for the Betsy Bell Picnic Shelter to replace the Gypsy Hill Park Tot playground equipment to allow for ADA improvements			
Betsy Bell Picnic Shelter	39077210-58507		$ (75,000)
Gypsy Hill Park Tot Playground	39077210-*****		$ 75,000
TOTAL CAPITAL IMPROVEMENTS FUND		**$ 1,789,936**	**$ 1,789,936**

FY 2019 BUDGET AMENDMENT NO. 2

	LEDGER CODE	REVENUE	EXPENDITURE
COMMUNITY DEVELOPMENT FUND			
HUD ENTITLEMENT COMMUNITY			
To appropriate grant funds from the U.S. Department of Housing and Urban Development for a new entitlement community program to prepare a citizen participation plan. Total program funds equal $354,433, the balance of program funds, $304,433, will be appropriated in FY2020.			
Federal grant revenue	22083-462**	$ 50,000	
Professional Services	22088***-*****		$ 50,000
TOTAL COMMUNITY DEVELOPMENT FUND		**$ 50,000**	**$ 50,000**
GRANTS FUND			
POLICE DEPARTMENT			
To appropriate federal grant funds awarded from the Byrne Justice Assistance Grant Formula Funds to provide training to law enforcement officers to assist citizens with mediation recommendations.	21533-46252-40247	$ 18,000	
Professional Services	21533110-53010-40247		$ 18,000
TOTAL GRANTS FUND		**$ 18,000**	**$ 18,000**
CITY BOND FUND			
To appropriate bond proceeds and other local funds for expenditures for the Staunton High School Renovation Project.			
Bond Proceeds	39501-41746-73214	$ 46,000,000	
Interest Income on Bond Proceeds	39501-41510-73214	$ 300,000	
Transfer from the School CIP Fund	39501-	$ 1,915,000	
Transfer from the City CIP Fund	39501-	$ 400,000	
Construction	39569404-58360-73214		$ 43,037,135
Architect & Engineering	39569404-58354-73214		$ 2,439,150
Project Contingency	39569404-58389-73214		$ 260,293
Construction Testing & Inspection	39569404-58356-73214		$ 563,422
Project Contingency	39569404-58389-73211		$ 1,039,707
Furniture & Fixtures	39569404-58311-73211		$ 980,293
Construction Administration/Management	39569404-58356-73211		$ 170,000
Geotechnical Engineer	39569404-58353-73211		$ 60,000
Asbestos Monitoring Consultant	39569404-58353-73211		$ 40,000
Bond Counsel Fees	39569404-59521-73211		$ 25,000
TOTAL CITY BOND FUND		**$48,615,000**	**$ 48,615,000**

FY 2019 BUDGET AMENDMENT NUMBER TWO SUMMARY

CITY GOVERNMENT FUNDS		
GENERAL FUND	$	1,226,420
CAPITAL IMPROVEMENTS FUND	$	1,789,936
COMMUNITY DEVELOPMENT FUND	$	50,000
GRANTS FUND	$	18,000
BOND FUND	$	48,615,000
TOTAL CITY GOVERNMENT FUNDS	**$**	**51,699,356**
EDUCATION FUNDS		
EDUCATION FUND	$	81,136
SCHOOL CIP FUND 966	$	200,000
CAFETERIA FUND	$	100,000
STATE OPERATED PROGRAMS FUND	$	15,000
TOTAL EDUCATION FUNDS	**$**	**396,136**
TOTAL FY2019 BUDGET AMENDMENT NO. 2	**$**	**52,095,492**

STAUNTON CITY SCHOOLS
FY 2019 BUDGET
AMENDMENT NO. 2

EDUCATION FUND					
			REVENUES		**EXPENDITURES**
STATE AND FEDERAL GRANT REVENUE/PROGRAMS					
COMPETITIVE INNOVATIVE EQUIPMENT GRANT					
To appropriate grant funds awarded from the Commonwealth of VA CTE Competitive Innovative Program Equipment Grants for High Demand Industry Sectors		$	37,500		
Computer equipment				$	37,500
VCU COMMUNITIES OF LEARNING GRANT					
To appropriate the balance of grant funds received in FY2018 for the Communities of Learning Grant	900300-40587-COL	$	1,500		
Education Supplies	91109884-56013-COL			$	1,500
STEM Grant					
To appropriate STEM grant funds for teacher recruitment and retention.	900300-	$	1,000		
Teacher Incentives	91102187-			$	1,000
TOTAL STATE AND FEDERAL GRANT PROGRAMS		**$**	**40,000**	**$**	**40,000**
LOCAL GENERAL REVENUE/PROGRAMS					
RECOVERED COSTS- CAPITAL PROJECTS					
To appropriate funds from the City Bond Fund to reimburse the Education Fund for the cost of construction management personnel for the high school project.					
Recovered Costs- Capital Projects	900100-40410-73211	$	18,000		
Wages	96509095-51130			$	8,000
Overtime	96509095-51182			$	5,931
Life Insurance	96509095-52001			$	131
Health Insurance	96509095-52005			$	1,300
FICA	96509095-52010			$	765
VRS Retirement	96509095-52020			$	1,568
Health Insurance Credit	96509095-52023			$	120
Workers Compensation	96509095-52025			$	100
VEC- Unemployment	96509095-52030			$	10
Disability Insurance	96509095-52035			$	75
BESSIE WELLER ELEMENTARY THACKER FUND					
To appropriate additional funds received from the Thacker Fund for Bessie Weller Elementary School	900100-49302	$	1,375		
Bessie Weller Elementary Thacker Fund	91101181-56109			$	1,375
MARY BALDWIN UNIVERSITY SEEDS OF LEARNING GRANT					
To appropriate funds received to purchase educational supplies	900300-40587	$	4,035		
Education supplies	91311195-56013			$	4,035
PROPERTY DAMAGE					
To appropriate insurance proceeds for damages to A.R. Ware school awning	900100-40510	$	15,765		
Building repair and maintenance	96609083-58298			$	15,765
To appropriate insurance proceeds for damages to a bus	900100-40510	$	1,961		
Vehicle repair and maintenance	93409096-53604			$	1,961
TOTAL LOCAL GENERAL REVENUE/PROGRAMS		$	41,136	$	41,136
TOTAL EDUCATION FUND		**$**	**81,136**	**$**	**81,136**

STAUNTON CITY SCHOOLS

FY 2019 BUDGET

AMENDMENT NO. 2

		REVENUES	EXPENDITURES
SCHOOL CIP FUND 966			
Capital Improvement Projects			
Transfer from the City CIP Fund- FY2019-FY2023 CIP Plan		$ 200,000	
Undesignated Reserve	K9009000-58100		$ 200,000
To reallocate project funds to be transferred to the City Bond Fund for the high school renovation project.			
Undesignated Reserve	K9009000-58100		$ (1,380,000)
McSwain Parking Lot	K6209082-58213		$ (65,000)
High School Furniture & Fixture Reserve	K6609088-58102		$ (400,000)
Furniture & Fixture Reserve	K9009000-58102		$ (70,000)
Transfer funds to the Bond Fund for the high school project	K8909095-593*		$ 1,915,000
TOTAL SCHOOL CIP FUND 966		**$ 200,000**	**$ 200,000**
CAFETERIA FUND			
To appropriate unreserved fund balance to purchase a dishwasher for the renovated high school cafeteria		$ 100,000	
Capital Equipment			$ 100,000
TOTAL CAFETERIA FUND		**$ 100,000**	**$ 100,000**
STATE OPERATED PROGRAMS FUND			
To appropriate Comm of VA Department of Education funds to purchase a driver simulator for the Shenandoah Valley Juvenile Detention Center students.	920391-42220	$ 15,000	
Capital Equipment	S1109991-58207		$ 15,000
TOTAL STATE OPERATED PROGRAMS FUND		**$ 15,000**	**$ 15,000**
GRAND TOTAL BUDGET AMENDMENT NO. 2		**$ 396,136**	**$ 396,136**

CITY COUNCIL **AGENDA BRIEFING**

Staunton, VA

Meeting Date:	**May 9, 2019**	**Staff Member:** **Billy Vaughn**
Item #	**6**	
Ordinance #		
Department:	**Economic Development**	
Council Vision:	**Built Environment; Responsive, Efficient Government; Inclusiveness**	
Subject:	**Discussion on the City's Federal Regulatory Requirements as a New HUD Entitlement Community**	

Background: On February 26, 2019, the City received official confirmation from the U.S. Department of Housing and Urban Development (HUD) that it has been designated as a new entitlement community starting with the federal fiscal year 2019. Under this program designation, the City will receive annual allocations from HUD if funded by Congress. In a letter dated April 15, the City was notified that Congress appropriated $354,433 for its FY 2019 allocation.

To comply with federal regulatory requirements, the City must prepare a Citizen Participation Plan that outlines policies and procedures to maximize citizen involvement in the development of a 5-Year Consolidation Plan, 2019 Annual Action Plan, and Impediments to Affordable Housing Plan. Low and moderate income persons must be encouraged to participate in this process, particularly those that reside in areas where HUD assistance may be targeted. The City must also encourage the participation of minorities, non-English speaking persons, and persons with disabilities. Participation by nonprofits, community based organizations, public housing agencies, businesses, developers, City departments, and faith based organizations should also be encouraged.

During the preparation and adoption of the Consolidation Plan, the City is required to commence the collection and assessment of specific information, as well as undertake the following tasks and actions:

- Conduct a housing and homeless needs assessment, which includes the jurisdiction's estimated housing needs, number and types of families in need of housing assistance for extremely low income, low-to-moderate income, moderate income, and middle income families, renters or owners, elderly persons, single persons, large families, persons with HIV/AIDS and their families, and persons with disabilities over the next five years;
- Conduct a homeless needs assessment which describes the nature and extent of homelessness: an estimate of the number of persons who are not homeless but require supportive housing; and the number of housing units occupied by low and moderate income families that contain lead paint hazards;
- Prepare a housing market analysis;
- Develop a strategic plan which addresses non-housing community development needs and barriers to affordable housing;
- Prepare an anti-poverty strategy;
- Confirm that the Citizen Participation Plan, Five Year Consolidation Plan and 2019 Annual Action Plan are on 30 day public display for comments;
- Prepare the 2019 Annual Action Plan for CDBG;
- Confirm that all CDBG funds are allocated and used on eligible CDBG activity per 24 CFR Part 570;
- Insure that all CDBG projects meets a National Objective per 24 CFR Part 570; and
- Adopt the Citizen Participation Plan, the Five Year Consolidation Plan and Annual Action Plan by City Council prior to submission of the plan to HUD on or before August 16, 2019.

It was recommended by HUD that the City engage with an experienced firm to ensure that the City meets federal regulatory requirements. Last month, utilizing appropriate procurement procedures, the City selected and contracted with Mullin & Lonergan Associates (M&L), to assist with the development of the FY2019-2023 Consolidation Plan and FY 2019 Annual Action Plan. M&L provides professional technical consulting services to communities that receive federal entitlement funding from HUD. In addition to the seven Virginia localities that they serve, they have assisted Harrisonburg and Waynesboro with their programs. William P. Wasielewski, Principal-in-Charge and Project Manager for M&L, will be in attendance at City Council’s May 9 work session to provide an overview of the required steps and actions for the City to meet HUD’s August 16, 2019 submission deadline.

City Manager’s Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Stephen F. Owen

CITY COUNCIL AGENDA BRIEFING

Staunton, VA

Meeting Date:	**May 9, 2019**	**Doug Guynn** **City Attorney**
Item #	**7**	
Ordinance #		
Department:	**City Attorney**	
Subject:	**Closed Meeting for Consultation and Discussion with Legal Counsel for Necessary Legal Advice Regarding (a) a Claim Involving a Former Employee of One of the City's Departments or Agencies; and (b) Specific Land Use and Zoning Matter Involving Historic Preservation**	

Suggested Motion:

Before the closed meeting: I move to enter a closed meeting for consultation and discussion with legal counsel for necessary legal advice regarding (a) a claim involving a former employee of one of the City's departments or agencies; and (b) specific land use and zoning matter involving historic preservation, pursuant to Virginia Code Section 2.2-3711(A)(8).

Second. Discussion. Vote – Clerk of Council to poll members of Council.

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

Second. Discussion. Vote – Clerk of Council to poll members of Council.

CITY OF STAUNTON, VIRGINIA

Proclamation

Bike and Walk to Work Day
May 17, 2019

WHEREAS, walking and bicycling have been important parts of the lives of many Americans for more than a century, and today City of Staunton residents of all ages engage in walking and bicycling for transportation, recreation, fitness, and fun; and

WHEREAS, walking and bicycling offer independent mobility for Stauntonians traveling between work, school, and home, and, when used as means of transportation, benefit all residents of Staunton by easing traffic congestion, reducing air pollution, and saving highway construction dollars; and

WHEREAS, walking and bicycling are recognized as activities that can reduce the onset of chronic disease and reduce childhood obesity, and their consideration in transportation and land use planning will help create a healthier and more active community in Staunton; and

WHEREAS, walking and bicycling offer a unique perspective from which residents and visitors may discover Staunton's natural beauty, history, and culture; and

WHEREAS, Bike and Walk to Work Day provides an opportunity to increase public awareness of the many benefits of walking and bicycling, to promote pedestrian and bicyclist safety, and to encourage walking and bicycling;

NOW, THEREFORE, BE IT PROCLAIMED by Staunton City Council that May 17, 2019, is hereby designated as

Bike and Walk to Work Day

in the City of Staunton, and Council recognizes, with great appreciation, the efforts of the Staunton Bicycle and Pedestrian Advisory Committee to foster a more bicycle and pedestrian friendly community.

Adopted this 9th day of May, 2019.

____

CAROLYN W. DULL, MAYOR

ATTEST: ____________________________

CLERK OF COUNCIL

CITY OF STAUNTON, VIRGINIA

Proclamation

Peace Officers Memorial Day and National Police Week

WHEREAS, in 1962, President John F. Kennedy signed the Joint Resolution entitled "Joint Resolution to authorize the President to proclaim May 15 of each year as Peace Officers Memorial Day and the calendar week of each year during which such May 15 occurs as Police Week;" and

WHEREAS, annually thereafter, the President of the United States has issued a proclamation designating May 15 as Peace Officers Memorial Day, in honor of those law enforcement officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty; and

WHEREAS, the President has further designated the calendar week during which May 15 occurs as Police Week, in recognition of the service given by the men and women who, night and day, protect us through enforcement of our laws;

WHEREAS, law enforcement officers, including the dedicated members of the Staunton Police Department, serve with distinction in communities across the United States;

WHEREAS, it is important that all citizens know and understand the duties, responsibilities and sacrifices of their law enforcement officers and the hazards that they encounter, and that those officers recognize their duty to serve by safeguarding life and property and protecting them against violence and disorder;

WHEREAS, the men and women of the City of Staunton Police Department unceasingly provide a vital public service;

NOW, THEREFORE, BE IT PROCLAIMED by Staunton City Council that May 15, 2019, is hereby designated as

Peace Officers Memorial Day

And the week of May12–18, 2019 is designated as

National Police Week

in the City of Staunton to recognize the honorable service of all law enforcement officers, including those who have lost their lives or have become disabled in the performance of duty, in our community and communities across the nation.

Adopted this 9th day of May, 2019.

____

CAROLYN W. DULL, MAYOR

ATTEST: ____________________________

CLERK OF COUNCIL

City Council
WORK SESSION
April 11, 2019
5:15 p.m.

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

School Board Members Present: Chairman Lobb, Members Boyle, McCurdy, Poulson, Venable, and Wratchford. Also present, Dr. Garett Smith, Division Superintendent.

Mayor Dull called the meeting of City Council to order. The invocation/moment of silence was given by Dr. Curren.

Chairman Lobb called the meeting of the Staunton City School Board to order.

1. <u>Consideration of Work Session and Regular Meeting Agendas</u>

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 Mr. Holmes and carried unanimously as follows:

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

2. <u>Budget Work Session-Discussion of Fiscal Year 2020 School Board Budget</u>

Steve Owen, City Manager, introduced Dr. Garett Smith, School Division Superintendent, who made a presentation.

Dr. Smith thanked City Council for their efforts in getting the high school renovation projection moving forward. He noted cuts in the final bid would not sacrifice quality for the project.

Dr. Smith highlighted the following regarding the FY2020 School Board budget:

- New Positions – 2 Assistant Principal positions at both secondary schools, 2 teachers at Genesis.
- Alternative Suspension Center.
- Career Pathways/CTE offerings – current and future class possibilities.

Discussion ensued among members of City Council and the School Board.

Mayor Dull thanked Dr. Smith and School Board Members for attending the work session. The meeting of the Staunton City School Board was adjourned.

Mayor Dull stated Council members could now discuss issues related to the City's budget. Ms. Oakes asked for several points of order, which were discussed by members of Council. Mayor Dull sought guidance from Doug Guynn, City Attorney, who advised Council concerning the ability to make changes to the agenda during the meeting.

Ms. Mead moved to withdraw her motion to approve the agenda of the Work Session to include a discussion of the general City budget.

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

Mayor Dull	aye	Dr. Curren	aye
Vice Mayor Kier	aye	Ms. Oakes	no
Dr. Harrington	aye	Ms. Mead	aye
Mr. Holmes	aye		

Mayor Dull called on Mr. Owen for remarks regarding the budget.

Mr. Owen stated he was filling in for Jeanne Colvin, Budget Manager. He referred to points relative to the proposed ordinances on the Regular Meeting agenda that he had discussed with Ms. Colvin.

Mr. Owen stated there is potentially another Budget Work Session scheduled for April 18, 2019. He noted Council would need to give direction to staff if there were changes to be made to the budget in order to have it prepared for its adoption on April 25, 2019.

Mr. Owen referred Council members to a handout which showed options for reducing the tax rate, if Council was inclined to do so. He noted Council had increased the real estate tax rate $0.02 several years ago to start building the reserve to renovate the high school. Mr. Owen stated with the reassessment done this year, the property values increased overall in the City by 7-8%. He noted the effective tax rate increase, which Council heard on March 28, 2019, was the equivalent of $0.06.

Discussion ensued among Council members and City staff regarding the proposed tax rate cuts, utility rate increases and recycling services. Also discussed were employee salary increases, hiring new employees in different positions, and the Parking Fund.

3. <u>Closed Meeting for Consultation with Legal Counsel for Necessary Legal-Related Advice and Discussion Pertaining to (a) Specific Land Use and Zoning Matters; and (b) a Claim Involving a Former Employee of One of the City's Departments or Agencies</u>

Ms. Oakes moved to enter a closed meeting for consultation with legal counsel for necessary legal-related advice and discussion pertaining to (a) specific land use and zoning matters; and (b) a claim involving a former employee of one of the City's departments or agencies, pursuant to Virginia Code § 2.2-3711(A)(8).

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

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

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

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

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

The work session adjourned at 7:07 p.m.

Suzanne F. Simmons
Clerk of Council

REGULAR MEETING OF STAUNTON CITY COUNCIL
Thursday, April 11, 2019
7:30 p.m.
Council Chambers

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

ALSO PRESENT: **Stephen F. Owen, City Manager**
Steven Rosenberg, Deputy 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 attended the ribbon cutting at the new location for the Children's Advocacy Center on Greenville Avenue. She also attended the groundbreaking ceremony at The Legacy Memory Care Neighborhood. Mayor Dull noted Earth Day is Saturday, April 13, and will be celebrated at Gypsy Hill Park. Also, Kites and Critters will be held on Sunday, April 14, 2019.

Mayor Dull read the following Proclamation and presented it to Ginny Newman, Executive Director of the Central Shenandoah Valley Office on Youth and two CASA representatives.

PROCLAMATION

WHEREAS, preventing child abuse and neglect is a solution that requires involvement among people throughout the community; and

WHEREAS, child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope; and

WHEREAS, in 2018 there were 281 investigations of child abuse or neglect in Staunton city; and

WHEREAS, there are 61 Staunton city children currently in foster care; and

WHEREAS, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

WHEREAS, all citizens should become involved in supporting families in raising their children in a safe, nurturing environment, and there are 45 foster/adoptive families in our area; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships created among Shenandoah Valley Social Services, the Children's Advocacy Center, the Office on Youth, schools, faith communities, civic organizations, law enforcement agencies and the business community; and

NOW, THEREFORE, BE IT PROCLAIMED by Staunton City Council that April, 2019, is hereby designated as

Child Abuse Prevention Month

in the City of Staunton, and Staunton City Council calls upon all citizens, individually and through organizations with which they are affiliated, to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

Adopted this 11th day of April, 2019.

/s/Carolyn W. Dull
CAROLYN W. DULL, MAYOR

ATTEST: /s/Suzanne F. Simmons
CLERK OF COUNCIL

ADDITIONAL ITEMS BY MEMBERS OF COUNCIL

Ms. Mead gave directions for the Kites and Critters event being held on Bells Lane.

Vice Mayor Kier stated the 3rd annual Breaking Bread would be held on Saturday, April 13, 2019. He invited the public to attend and talk about issues in today's society. He also spoke to the 4th grade class at A.R. Ware Elementary School and talked about Staunton during the 1950's and 1960's. He noted the students' questions were really phenomenal.

REGULAR MEETING

A. Public Hearing of an Ordinance to Establish a Budget for FY2020 (July 1, 2019 – June 30, 2020)

Steve Owen, City Manager, stated his proposed FY 2020 budget was presented at the regular meeting on March 28, 2019. He noted Council held a work session with the Staunton School Board earlier tonight.

Mr. Owen stated there would not be a vote on the budget at tonight's meeting. He noted Council would be receiving public comments on three ordinances to follow. Mr. Owen stated these are companion ordinances which go with the budget ordinance and together would implement the spending plan for the next fiscal year that begins July 1, 2019.

Mr. Owen stated the budget is $120,466,740 for all funds. He noted approximately half of that amount is the General Fund, and other miscellaneous funds, including Stormwater, Cafeteria, Parking, Environmental, Water and Sewer, and Textbook Funds, make up the other half of the proposed budget.

Mr. Owen stated $0.01 on the tax rate this year is the equivalent of $203,662. He noted there had been talks in the work sessions about the possibility of lowering the tax rate. He stated the budget that he has proposed has the tax rate staying the same. Mr. Owen stated the effect of the reassessment is equivalent to a $0.06 real estate tax increase since property values increased.

Mr. Owen stated the budget proposes 308 full-time employees, an increase of three, over the current fiscal year. He noted two of these employees are in the Water Fund, and one is in the General Fund. He stated a 3% raise for all City employees – full-time and part-time – is proposed.

Mr. Owen stated cuts over $2.2 million were made to balance the proposed budget. He noted equipment cost requests were $1.1 million, and $348,000 was funded and $707,075 worth of equipment was cut from the operational budget.

Mr. Owen stated Council is scheduled to consider this ordinance, as well as the other three ordinances, tonight, and another budget work session is scheduled for April 18, 2019. He stated Council would be voting on the proposed FY2020 budget at the April 25, 2019 meeting.

The Public Hearing was opened.

Baldwin Jennings, 332 Sharon Lane, stated he was in favor of the 3% pay raise for employees, but did not feel it should be offered to upper management employees.

Jim Palmer stated he was considering relocating to Staunton from Northern Virginia. He asked if the budget income matched expenditures. Mayor Dull stated it did and welcomed him to Staunton.

Richard Bolstein, 113 Oak Terrace, questioned the amount for the school renovation project and whether it had been finalized. Mayor Dull stated that involved the School Board's budget but negotiations continued. She further stated Council had voted to issue the bonds with a favorable interest rate of 3.38%. Mayor Dull noted this would not result in any additional debt service. Mr. Bolstein asked if 30-year bonds were being issued. Mayor Dull stated that was correct, and the debt would be paid off at the end of that time period. Mr. Bolstein commended Council for their hard work.

Tresania, resident of Staunton, asked how often the 3% salary increase was given. Mr. Owen stated Council has provided a raise in almost every budget year except for several years during the recession. He noted this is a one-year spending plan and included one raise with Council's approval. She asked whether it was the same percentage every year. Mr. Owen stated it was not and varies. She stated she did not agree that the raise should be for everyone.

Lance Barton, 252 Oak Hill Road, referred to salaries paid to the Mayor and Council members noting that members aren't compensated nearly enough for all that they do for the City.

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

B. Public Hearing of an Ordinance to Increase Water User Fee

Tom Sliwoski, Director of Public Works, stated the proposed FY2020 budget includes a 5% water rate increase, effective July 1, 2019, for water consumption. Under that proposal, water rates would increase to $3.68/100 cubic feet from $3.50/100 cubic feet. The bulk water rate is also proposed to increase from $8.75 to $9.20 per 750 gallons of water purchased in bulk quantities from the treatment plant. Mr. Sliwoski stated the water deposit, required under City Code for renters, would increase from $100 to $150 to cover balances on final bills.

Mr. Sliwoski stated the proposed increase would cost a family of four an additional $2.52 per bi-monthly billing cycle, based on an average bi-monthly consumption of 14/100 cubic feet, or $15.12 annually.

Mr. Sliwoski stated the increase is necessary to cover the increasing operating costs and capital costs and to replace/repair major water system infrastructure. He noted the main reason for this is to make improvements at Gardner Spring. He noted weather patterns are changing, and Gardner Spring is located in a flood plain and is approximately 70 years old.

Mr. Sliwoski stated the proposed budget includes capital expenditures of $762,000 for water line replacements, $250,000 to paint the Shutterlee Mill water storage tank and funding for one dump truck.

Mr. Sliwoski stated a draft ordinance to increase the water user fee, effective July 1, 2019, was introduced at Council's regular meeting on March 28, 2019. He noted the ordinance is scheduled for Council's consideration during the regular meeting on April 25, 2019. Mr. Sliwoski stated a public hearing is scheduled to be held during tonight's meeting.

Ms. Mead asked Mr. Sliwoski if the water deposit is only charged to rental customers and not homeowners. Mr. Sliwoski stated that was correct.

Mayor Dull asked for clarification on how much water Gardner Spring provided the City. Mr. Sliwoski stated the spring could produce as much as 7 million gallons per day. The dams typically bring in 2 million gallons a day by gravity. He noted if the pipeline should break, then the City would have to rely on Gardner Spring. Mr. Sliwoski stated if Gardner Spring were to go down and it was during summer for an extended period of time, then only 2 million gallons of water would be brought in from the dam, which could present a problem.

The Public Hearing was opened.

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

C. Public Hearing of an Ordinance to Increase Refuse and Recycling Rates

Mr. Sliwoski stated the FY2020 budget proposal includes a 15% increase in refuse and recycling rates, effective July 1, 2019, to provide sufficient revenue for operating and capital expenses for the Environmental Fund. He noted the proposed budget would use $350,000 from fund balance to cover the remaining deficit in revenues and to reduce the amount of the rate increase from the actual 20% needed to fund the operation to 15%.

Mr. Sliwoski stated the rate increase is driven by costs at the landfill. He noted over the next five years, under their Capital Improvement Plan, there is a $3 million cost to construct and open Phase 5 of the landfill. He stated there are also capital expenditures for new equipment of approximately $3 million.

Mr. Sliwoski stated the proposed increase for residential customers is $2.48 per month, or $4.96 per bi-monthly billing cycle.

Mr. Sliwoski stated the draft ordinance was introduced at Council's regular meeting on March 28, 2019. He noted the ordinance will be scheduled for Council's consideration during the meeting on April 25, 2019. He stated a public hearing is scheduled for tonight's meeting on the matter of the budget increase and the Environmental Fund.

The Public Hearing was opened.

Baldwin Jennings, 332 Sharon Lane, asked for clarification as to which items would be picked up curbside for recycling. Mayor Dull stated only plastic products would not longer be picked up. He wondered whether it would be cost effective to stop curbside pickup. Mayor Dull stated the rate increase was still necessary for other refuse pickup.

Richard Bolstein, 113 Oak Terrace, stated he felt recycling needed to be kept as much as possible and hopefully a solution to the plastic situation could be found. He noted consumers should try and reduce plastic consumption and educating the public might help.

Mayor Dull stated educational material on recycling would be presented at the Earth Day event being held on Saturday, April 13, 2019, at Gypsy Hill Park.

Eric Milnes, 30 Oak Lane, asked if there were any solutions to the plastic problem that the City could research.

Mr. Holmes stated he was trying to replace as many plastic items as possible at his business. He noted paper products are more expensive and cost prohibitive for business owners and consumers.

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

Mayor Dull again urged citizens to attend the Earth Day event.

Ms. Mead stated this is a national problem and solutions would come from everyone working together. She noted hemp production could play a big part in the future for replacing plastic products.

D. Public Hearing of an Ordinance to Increase Sewer Connection Fees

Mr. Sliwoski stated during its work session on March 28, 2019, he had briefed Council on utility connection fees and facility fees, and recommended an increase in sewer connection fees.

Mr. Sliwoski stated the City has a flat fee system for all utility connections. He noted the current sewer connection fee is $2,100 and was last adjusted in 2007.

Mr. Sliwoski stated in 2018 there were 11 sewer connections. He noted the average sewer connection cost was $3,855. The running average for the last three years has been $3,115.

Mr. Sliwoski stated staff is recommending that sewer connection fees be increased to $3,100, but over a course of a two-year period. For FY2020, sewer connection fees would increase by $500 to $2,600; in FY2021, sewer connection fees would increase by another $500 and ultimately reach $3,100. No increase in water connection fees is recommended.

Mr. Sliwoski stated a draft ordinance was introduced at Council's regular meeting on March 28, 2019. He noted the ordinance is scheduled for Council's consideration during the meeting on April 25, 2019. He stated a public hearing is scheduled to be held during tonight's meeting.

Mr. Sliwoski clarified that this is typically for new construction, if a resident has never had sewer connections or the line needs to be totally replaced.

Dr. Harrington asked how many connection fees are involved when a new apartment complex is built within the City. Mr. Sliwoski stated it's typically one connection based on the size of the meter with submeters possible. He noted it is up to the landlord.

The Public Hearing was opened.

Tresania, resident of Staunton, asked about the hookup fee for water and sewer. She wanted to know if the fees could be reduced for an existing property owner who currently does not have access. Mr. Sliwoski explained the facility fee and connection fee process to her. Mayor Dull noted if this was an issue about a specific property, then she suggested a one-on-one discussion be held. Mayor Dull stated she had recorded her concerns.

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

<u>Matters from the City Manager</u>

Mr. Owen stated he had nothing to report.

Matters from the Public

There was no one wishing to speak.

Adjournment

There being no further business to come before Council, the meeting adjourned at 8:20 p.m.

Suzanne F. Simmons
Clerk of Council

City Council
BUDGET WORK SESSION
April 18, 2019
5:30 p.m.

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

The Mayor called the meeting of City Council to order.

A motion was properly made and seconded to appoint Steven L. Rosenberg as Acting Clerk of Council for this work session, and that Mr. Rosenberg be authorized to take, prepare and sign minutes of the session.

The motion carried as follows:

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

Steve Rosenberg, Deputy City Manager, recognized Jeanne Colvin, Budget Manager, to review matters related to the proposed budget for FY2020.

Ms. Colvin briefly reviewed responses to questions posed previously by Ms. Mead in an email to staff.

Council members and staff engaged in a discussion concerning the possible closure of Gypsy Hill Golf Course. A consensus was reached to explore the possibility during FY2020, with any closure to occur in a subsequent fiscal year.

Ms. Colvin reviewed with Council options available to achieve a reduction of the real estate tax rate. Council members indicated preliminary their desire to reduce the rate by .02/100, funding the cut, as further detailed in Attachment 1, by:

- reducing debt service transfer due to low interest rate ($50,000);
- cutting the school budget ($100,000)
- cutting recreation playground equipment ($50,000)
- cutting assessor's office software upgrade ($88,100)
- cutting public works brine machine/salt spreader kits ($88,000)
- reducing city manager compensation package ($10,000);
- reducing city council special expenses ($10,000); and
- cutting another $3,900 to be identified by Ms. Colvin.

Council members posed questions about and discussed additional positions requested by the Clerk of the Circuit Court and the Sheriff.

The work session adjourned at 6:25 p.m.

Steven L. Rosenberg,
Acting Clerk of Council

FY2020 BUDGET

APRIL 18, 2019 BUDGET WORKSESSION

TAX RATE CUT OPTIONS:

A.	**1 CENT TAX RATE CUT:**		
1)	**REDUCE DEBT SERVICE TRANSFER DUE TO LOW INTEREST RATE**	**$**	**50,000**
2)	**SCHOOL BUDGET CUT**	**$**	**100,000**
3)	**CUT RECREATION PLAYGROUND EQUIP/USE CIP BETSY BELL PICNIC SHELTER**	**$**	**50,000**
		$	**200,000**
B.	**1 CENT TAX RATE CUT:**		
	OPTIONS TO CUT = $200,000		
1)	**ASSESSOR'S OFFICE SOFTWARE UPGRADE-USE CIP SOFTWARE RESERVE**	**$**	**88,100**
2)	**PUBLIC WORKS BRINE MACHINE/SALT SPREADER KITS**	**$**	**88,000**
3)	**BUILDING MAINTENANCE- CUT CARPET REPLACEMENT $38,000 -BALANCE = $14,100**	**$**	**23,900**
4)	**DELAY CITY PAY INCREASE TO OCTOBER 1, 2019 ($30,875/MONTH)**	**$**	**92,625**
5)	**GOLF COURSE- CLOSE COURSE/OPERATIONS**	**$**	**113,137**
6)	**PLANNING-ZONING ORDINANCE REVISIONS- PROFESSIONAL SERVICES**	**$**	**50,500**
7)	**MANAGEMENT STAFF RETREAT**	**$**	**5,000**
8)	**REDUCE CITY MANAGER COMPENSATION PACKAGE**	**$**	**10,000**
9)	**CITY COUNCIL SPECIAL EXPENSES- $30,000 -CUT $10,000 - BALANCE = $20,000**	**$**	**10,000**
		$	**481,262**
	TOTAL OPTIONS	**$**	**681,262**

CITY COUNCIL **AGENDA BRIEFING**

Staunton, VA

Meeting Date:	**May 9, 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 JMB Investment Company LLC, for a Special use Permit under the provisions of SCC 18.65.020(2), Uses, of the B-3 Planned Business District, of Title 18 Zoning, of the Staunton City Code.**	

Background: JMB Investment Company LLC, is requesting a Special Use Permit to construct a retail store (Dollar General) at 1930 and 1932 Springhill Road. In 2006, both of these properties were rezoned from R-1, Low Density Residential, to B-3, Planned Business. In a B-3, Planned Business District, all uses of the property must be approved by Special Use Permit. The property was most recently used as a business office for Premiere Movers and a Special Use Permit was recommended by Planning Commission and approved by City Council in July of 2017**.**

Review: The property is located on Springhill Road near the intersection of VA Route 262, Woodrow Wilson Parkway, which is a Virginia Department of Transportation (VDOT) owned and maintained highway, and the City's border with Augusta County. As a courtesy, staff has shared the application with both Augusta County staff and VDOT staff.

The *City of Staunton, Virginia, Comprehensive Plan 2010 – 2030* designates this area as Planned Business. It describes Planned Business as follows:

These areas are suitable for commercial development but need careful controls to ensure compatibility with adjacent land uses.

Policies

The maintenance of functional and aesthetic integrity should be emphasized in review of applications for development and should address such matters as: control of access; use of service roads or reverse frontage development; landscaping and buffering; parking; setback; signage; lighting; and aesthetics of exterior features including building mass and height; architectural facades, and site orientation.

Section 18.65.020(2) of the Staunton City Code notes the following requirements for a Special Use Permit in the B-3 District:

There shall have been filed with the Planning Commission a written application for approval of a contemplated use within said district, which application shall be accompanied with the following information:

(a) A plot plan indicating the location of present and proposed buildings, driveways, parking lots, landscaping, screening, and other necessary uses.

(b) Preliminary architectural plans for the proposed building or buildings.

(c) A description of the business operations proposed in sufficient detail to indicate the effects of those operations in producing excessive auto or traffic congestion or problems of noise, glare, odor, fire, or safety hazards, or other factors detrimental to the health, safety, and welfare of the area.

(d) Engineering or architectural plans for the handling of any of the problems of the type outlined in subsection (2)(c) of this section, including the handling of storm water and sewers and necessary plans for the controlling of smoke or other nuisances such as those enumerated under subsection (2)(c) of this section.

(e) Any other information the planning commission or city council may need to adequately consider the effect that the proposed uses may have upon the area, and/or the cost of providing municipal services to the area.

A plot plan was submitted and is included in your packet. Public sewer is not available for this site and the applicant is working with the Virginia Department of Health and the Virginia Department of Environmental Quality to obtain approval of a private sewage disposal system. Staff reviewed a preliminary lighting plan for and requested changes be made to reduce light levels at the property line along Springhill Road. A revised lighting plan was submitted and staff has conducted a preliminary review and at it appears that lighting levels are acceptable. A floor plan was provided as well as exterior building elevations and photographs of a façade similar to what the applicant is proposing to use. Initially, the applicant proposed to use the standard Dollar General façade similar to their West Beverley Street and Greenville Avenue stores; however, they have now submitted revised elevations and photographs of a brick façade. All of these revised plans have been included as attachments.

Staff recommended conditions for the Planning Commission's consideration that were intended to reduce the impacts of the commercial development and make it more compatible with the surrounding residential uses. The conditions would also help to implement the policies established in the Comprehensive Plan for the Planned Business Districts. The recommended conditions were:

1. The exterior façade should be primarily composed of traditional red brick that corresponds with the brick used in nearby residential structures.
2. Site lighting shall be wholly contained within the site and at the property line adjacent to Springhill Road shall not exceed 0.5 foot-candles
3. All exterior lighting fixtures shall be full-cutoff or equivalent style and mounted 90 degrees to the ground.
4. Light poles shall not exceed 24 feet in height.
5. There shall be no up lighting of any portion of the building façade.
6. Parking shall not be provided in excess of the minimum number of spaces that are required in SCC 18.125.
7. The buffer areas adjacent to residential districts shall be completely landscaped to provide dense screening between the use and the surrounding residential uses. Utility easements shall not be included in the landscape buffer unless the utility company will allow plantings within the easement.
8. There shall be no outside noise creating devices such as, but not limited to, loudspeakers, amplifiers, or intercom systems.
9. One freestanding sign shall be permitted for the property and shall not exceed 15 feet in height and 30 square feet in area. If illumination is provided, it shall be external illuminating only. The sign shall be a monument sign and shall be subject to a minimum setback from all property lines of five feet. The sign may not be placed where it may create a site line obstruction for motorists entering or exiting the site.
10. Hours of operation shall be no earlier than 8 a.m. or later than 10 p.m.
11. Failure to comply with any condition of approval shall result in immediate revocation of the Special Use Permit.

Planning Commission Action: At its meeting of April 18, 2019, the Planning Commission held a public hearing on the matter. Sixteen people spoke in opposition to the request stating concerns with traffic at the intersection of Springhill Road and Route 262, potential light pollution, noise, and general opposition to a commercial building in their neighborhood. A letter of opposition and a petition were submitted to the Commission. On a 3-1-1 vote, the Commission, noting their concerns with safety and changing the character of the area, recommend denial of the Special Use Permit.

Attachments:

Attachment 1—Application and Documents Submitted by the Applicant
Attachment 2—Location Map-1930 and 1932 Springhill Road
Attachment 3—Additional Comments from applicant regarding the operation of the business
Attachment 4—Revised Lighting Plan showing lower light levels at the property line along Springhill Road
Attachment 5—Letter from Charles Bishop opposing the Special Use Permit (presented at the Planning Commission meeting)
Attachment 6—Petition opposing the Special Use Permit (presented at the Planning Commission meeting)

Submitted after the Planning Commission meeting by the applicant to address staff comment:
Attachment 7—Revised Elevations to Show Brick on All Sides

Suggested Motion (to be made after the public hearing is conducted): I move that Council deny the request for Special Use Permit for 1930 and 1932 Springhill Road as recommended by the Planning Commission.

City Manager: Stephen F. Owen

Attachment 1

STAUNTON VIRGINIA

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

APPLICATION FOR SPECIAL USE PERMIT

DATE: 3/4/19

NAME OF APPLICANT: JMB Investment Company LLC

ADDRESS OF APPLICANT: 325 Erin Drive Knoxville, TN 37919

PHONE #: 865-200-4770

E-MAIL ADDRESS: aaron@schaadbrown.com

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

LOCATION OF PROPERTY: Spring Hill Rd. @ Woodrow Wilson Pkwy

MAP PROVIDED: YES ✓ NO ____ SITE PLAN PROVIDED: YES ✓ NO ____

FEE PAID: YES ✓ NO ____ *check or cash only

PRESENT ZONING OF THE PROPERTY: B-3

APPLICABLE SECTION OF ZONING CODE STATING USE IS PERMITTED ON REVIEW:
18.65.020, 18.55.020

ARE PUBLIC UTILITIES AVAILABLE AND ADEQUATE FOR PROPOSED USE? IF ***NO***, EXPLAIN HOW UTILITIES WILL BE PROVIDED:
WATER IS AVAILABLE, SEPTIC SYSTEM WILL BE UTILIZED FOR SEWER.

LEGAL DESCRIPTION OF PROPERTY: SEE ATTACHED

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

SIGNATURE: ____

ALL OF THAT CERTAIN LOT OR PARCEL OF LAND, TOGETHER WITH IMPROVEMENTS THEREON, SITUATE IN THE CITY OF STAUNTON, VIRGINIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON REBAR FOUND IN THE WESTERLY RIGHT OF WAY OF SPRINGHILL ROAD; THENCE N 82-30-21 W, 214.47 FEET TO AN EXISTING FENCE POST FOUND; THENCE N 07-32-32 E, 209.65 FEET TO AN EXISTING IRON REBAR FOUND; THENCE S 82-31-32 E, 201.67 FEET TO AN EXISTING IRON REBAR FOUND IN THE WESTERLY RIGHT OF WAY OF SPRINGHILL ROAD; THENCE S 03-14-17 W, 86.64 FEET TO AN EXISTING IRON REBAR FOUND IN THE WESTERLY RIGHT OF WAY OF SPRINGHILL ROAD; THENCE S 06-26-25 W, 87.60 TO A NEW IRON REBAR SET IN THE WESTERLY RIGHT OF WAY OF SPRINGHILL ROAD; THENCE S 00-11-22 W, 36.02 FEET TO THE POINT AND PLACE OF BEGINNING; CONTAINING 43,586.408 SQ FT, 1.001 AC. MORE OR LESS AND BEING CITY OF STAUNTON PARCEL IDENTIFICATION NUMBERS 10392 AND 10374.


Penrose Ln
Spring Hill Rd
Parkway
Wesleyan Church
613
Woodrow Wilson Pkwy
262
Subject Property
Woodrow Wilson Pkwy
262
Springhill Rd
Springhill Rd

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is made by Charles M. and Robin T. Kehoe, their heirs and assigns (hereinafter referred to as "Seller"), and JMB Acquisition Company, LLC, its successors and assigns (hereinafter referred to as "Buyer").

WITNESSETH:

WHEREAS, Seller is the fee simple owner of a certain tract or parcel of real property located at 1932 Springhill Road in Staunton, Virginia and is more particularly described on the map attached as Exhibit "A" (said property is hereinafter referred to as the "Land").

WHEREAS, Buyer desires to purchase and acquire, and Seller desire to sell, transfer and convey the Property (as defined below);

NOW, THEREFORE, in consideration of the property and the mutual promises and covenants herein contained, the parties hereby agree as follows:

Section 1. Agreement to Sell and Purchase.

Seller hereby agrees to sell, transfer and convey and Buyer hereby agrees to purchase, acquire and receive, subject to the terms and conditions set forth herein, the Land; TOGETHER WITH (a) any and all buildings, improvements, fixtures and structures located on the Land, if any; (b) any and all appurtenances, advantages, privileges, rights, minerals, privileges and easements benefiting, belonging or appertaining to the Land, (c) any right, title and interest of Seller in and to any land lying in the bed of any street, road, alley or highway in front of or adjoining the Land, and (d) any strips and gores relating to the Land (all the foregoing being hereinafter referred to as the "Property").

Section 2. Purchase Price.

The purchase price for the Property shall be ı 00/100 Dollars
?.. S. ("Purchase Price") which shall be paid as follows:

A. Within five (5) business days after the execution of this Agreement by all parties, Buyer shall deliver the sum of One Thousand and 00/100 Dollars ($1,000.00) U.S. ("Earnest Money Deposit") to the order of Covenant Real Estate Services in Roanoke, Virginia (hereinafter sometimes "Escrow Agent") which shall be held and disbursed as provided by this Agreement and, in the event the Closing occurs, paid to the Seller and applied as a credit to the Purchase Price; and

B. On the date of Closing, Buyer shall pay the balance of the Purchase Price (i.e., the Purchase Price less the Earnest Money Deposit) by federal bank wire, check, or cashier's check to the order of Seller.

C. The Purchase Price shall be subject to adjustment as set forth in this Agreement.

Section 3. Closing and Apportionment of Costs.

The consummation of the transaction contemplated herein ("Closing") shall be conducted by Covenant Real Estate Services or by such other entity as Buyer shall choose (hereinafter "Title Company"). The Closing shall be held at a mutually acceptable time and place within thirty (30) days after Buyer notifies Seller that it is ready to close, but, except as expressly set forth in this Agreement, in no event shall the Closing take place later than 60 days following the expiration of the due diligence or any extensions provided for in this agreement.

The costs associated with this transaction shall be apportioned as follows:

A. Buyer shall pay:

(i) the fees and expenses of Buyer's counsel, if any;
(ii) the costs of a title examination of the Property and a title insurance commitment;
(iii) ½ of any settlement or closing fee;
(iv) except as set forth in this Agreement, any costs associated with Buyer's due diligence;
(v) such other fees, expenses, and costs as may be expressly provided by this Agreement.

B. Seller shall pay:
   (i) the fees and expenses of Seller's counsel, if any;
   (ii) the costs associated with preparation of the General Warranty Deed;
   (iii) any and all real property taxes for the Property for any years prior to the year in which the Closing occurs;
   (iv) ½ of any settlement or closing fee;
   (v) a fee to Triangle Realtors, as per separate agreement; and
   (vi) such other fees, expenses, and costs as may be expressly provided by this Agreement.

C. The following items shall be prorated between the parties as of the date of Closing:
   (i) The real property taxes for Property for the year in which the Closing takes place.

<u>Section 4</u>. <u>Deed and Possession</u>.

At Closing, Seller shall convey the title to the Property to Buyer by General Warranty Deed, in a form acceptable to Buyer and Title Company, free of all liens, claims, encroachments, conditions, encumbrances, and obligations except, in the event the same are not due and payable, real property taxes for the year in which the Closing occurs. The legal description of the Property in the General Warranty Deed shall conform to the survey commissioned by Buyer, but, failing that, shall be the same as the deed vesting title to the Property in Seller.

Seller shall deliver possession of the Property to Buyer no later than Closing, and Buyer agrees to accept the same in its "AS IS, WHERE IS" condition.

<u>Section 5</u>. <u>Seller's Warranties and Representations</u>.

For the purpose of inducing Buyer to enter into this Agreement and to acquire the Property, Seller hereby represents and warrants to Buyer the following as of the date of this Agreement:

A. This Agreement constitutes the legal, valid, and binding obligation of Seller enforceable in accordance with its terms; Seller has full power and authority to enter into and perform the terms and conditions of this Agreement; and Seller has obtained all necessary approvals and consents necessary to sell the Property as contemplated by this Agreement.

B. Seller shall proceed to the Closing as scheduled, and shall perform all the obligations required of them under this Agreement.

C. The compliance with or fulfillment of the terms and conditions of this Agreement will not conflict with, violate, constitute a default under, or result in a breach of the terms, conditions, or provisions of any contract or agreement to which Seller is a party, or by which Seller or the Property is otherwise bound.

D. There are no pending or, to the knowledge of Seller, threatened actions or proceedings against Seller or the Property, which actions or proceedings concern, without limitation, the boundaries, ownership, condemnation, or access to the Property.

E. Seller hold good and defensible record title to the Property which is free and clear of all liens and encumbrances other than real property taxes for the current year.

F. There are no parties in possession of the Property other than Seller.

G. There are no pending or, to the knowledge of Seller, threatened claims for labor performed, materials furnished, or services rendered in connection with the construction, improving, or repairing of the Property with respect to which liens have been, may be, or could be filed against the Property.

H. No materials, except in the ordinary course of business, have been delivered to the Property, nor has any construction or other similar activities taken place on the Property within the last one hundred twenty (120) days.

I. Seller is not in breach of any law or regulation, or the order of any court or federal, state, municipal, or other governmental authority, in connection with the Property or the present use or operation of the Property.

J. To the best knowledge of Seller after due investigation, the Property is not contaminated with, nor threatened with contamination from outside sources by any Hazardous Materials (as defined below), and the Property has never been used for a landfill, dump site, storage of hazardous substances, or by a manufacturer of any product or for any other industrial use.

K. There are no contracts, agreements, reversionary provisions, options, or leases which affect the Property other than this Agreement.

L. Seller and its agents, representatives, or employees have not done anything to materially effect or change the condition of the Property within one (1) month prior to the execution of this Agreement.

M. Seller and its agents, representatives or employees will refrain from doing anything to materially change or affect the condition of or the title to the Property (other than correcting defects with the title as directed by the title company or Buyer) through the day of Closing without the prior written consent of Buyer.

N. Seller is not a "foreign person" as that term is defined in the Internal Revenue Code and they will execute an Affidavit at Closing certifying the same to Buyer.

O. None of the representations of Seller in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make any representation contained herein not misleading in light of the circumstances in which such representation is made.

P. Seller shall cooperate with Buyer in obtaining any needed permits and approvals from all applicable governmental authorities.

Q. The representations set forth in this Section 5 are true and correct as of the date of this Agreement and shall survive the Closing.

Seller covenants and agrees that it shall immediately notify Buyer in the event of a change in the accuracy of any of the representations and warranties made in this Section 5 prior to Closing. In the event said warranties and representations shall become false due to a circumstance other than a misrepresentation, act, or omission of Seller, Buyer shall have the right to immediately terminate this Agreement and receive a full refund of the Earnest Money Deposit together with all interest accrued thereon. In the event said warranties and representations shall be false at the time of the execution of this Agreement or shall subsequently become false due to an act or omission of Seller, then, in that event, Buyer shall be entitled to pursue any and all remedies available at equity or in law including, but not limited to, a reduction in the Purchase Price and the recovery of any and all damages sustained by Buyer occurred in reliance on said warranties and representations in an amount not to exceed Buyer's actual costs incurred for due diligence. To this end, Seller agrees that it shall indemnify and hold Buyer harmless from any and all lawsuits, liability, causes of action, damages, judgments, or other costs and fees, including Buyer's attorneys' fees, which Buyer incurs as a result of these warranties and representations being false. This indemnity shall survive the Closing for a period of one year.

Section 6. Conditions Precedent to Buyer's Obligation to Close.

Buyer's obligation to close this transaction shall be subject to the following conditions being satisfied prior to the Due Diligence Date (as defined below), all of which may be waived by Buyer in its sole and absolute discretion:

A. Buyer, at Buyer's sole cost and expense, shall have obtained a commitment for title insurance for the Property issued by a national title insurance company selected and engaged by Buyer committing it to issue a standard ALTA Owner's Title Insurance Policy insuring that (i) fee simple title is vested in Seller; (ii) title is good and defensible of record; (iii) title is free of all liens, encumbrances, easements, restrictions, claims of title, leases, adverse possession, condemnation, and other matters except ad valorem real estate taxes owing but not due and payable for the year in which the Closing occurs and such other matters as Buyer shall deem acceptable in its sole and absolute discretion (hereinafter collectively the "Permitted Encumbrances"); and (iv) the Property has direct access to an open public right of way;

B. The Property is properly zoned to allow Buyer's intended use and that the Seller shall cooperate with all rezoning requests from the Buyer provided that all fees and costs associated with rezoning shall be paid by the Buyer;

C. Buyer shall have received either (i) all permits necessary to develop the Property for Buyer's intended commercial purposes; or (ii) written assurances from the applicable governmental authorities exercising authority over the Property that all such permits will be issued in the ordinary course;

D. Seller are able to convey fee simple title to the Property to Buyer which is defensible and free and clear of all liens, leases, conditions, covenants, restrictions, encumbrances and other matters other than the Permitted Encumbrances;

E. All of Buyer's soil, engineering, geologic and other tests reveal that the Property is suitable for the construction and maintenance of a commercial building for a reasonable price and which is sufficient for Buyer's intended use;

F. Buyer shall have received, prior to the expiration of the due diligence period (as defined below), an ALTA/ACSM survey of the Property ("Survey") prepared by a surveyor chosen by Buyer and paid for by Buyer which:

(i) is certified to Buyer and Title Company;
(ii) does not reveal any deficiencies in access, encroachments, easements, encumbrances or conditions which are not acceptable to Buyer in its sole and absolute discretion;
(iii) shows and identifies the boundaries of the Property;
(iv) locates all present and future easements, rights-of-way, building lines, utility lines, roadways, and encroachments on or abutting the Property, which are contemplated by this Agreement and the plans of the Virginia Department of Transportation and the City of Staunton;
(v) contains an accurate metes and bounds description of the Property;
(vi) shows the location of any and all temporary construction easements, if any; and
(vii) contains the certification of the surveyor as to the acreage and number of square feet of the Property.

G. Buyer, at Buyer's sole cost and expense, shall have obtained an environmental site assessment report of the Property by a consultant selected and engaged by Buyer which does not reveal, in Buyer's reasonable discretion, any unsatisfactory environmental conditions at, on or around the Property, including but not limited to the presence of any Hazardous Materials (as defined below).

As used in this Agreement, the term "Hazardous Materials" shall mean gasoline, motor oil, fuel oil, waste oil, other petroleum or petroleum-based products, asbestos, polychlorinated biphenyls, medical and infectious wastes, and any other chemical, substance or material defined or designated as a "hazardous substance," "hazardous waste," "pollutant," "contaminant," "hazardous material," or "toxic substance" under any Environmental Law (as defined below).

As used in this Agreement, the term "Environmental Law" means any and all federal, state, regional, county or local laws, statutes, rules, regulations or ordinances, now or hereafter in effect, relating to the generation, recycling, use, reuse, sale, storage, handling, transport, treatment or disposal of Hazardous Materials, including but not limited to the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended by Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. § 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Clean Water Act of 1977, 33 U.S.C. § 1251 et seq., and any rules, regulations, and guidance documents promulgated or published thereunder, and any federal, state, regional, county, or local statue, law, rule, regulation or ordinance now or hereafter in effect that relates to the discharge, emission or disposal of Hazardous Materials in or to land or groundwater, to the withdrawal or use of groundwater, to the use, handling or disposal of asbestos, polychlorinated biphenyls, petroleum, petroleum derivatives or by-products, other hydrocarbons or urea formaldehyde, to the treatment, storage, disposal, management or release of gaseous or liquid substances, and any regulation, order, injunction, judgment, opinion, declaration, notice or demand issued thereunder.

All of the documents and other items required to be delivered by Seller to Buyer or the Title Company, as appropriate, as provided for in this Agreement, have been delivered in a timely fashion and in form and substance reasonably acceptable to Buyer and Title Company;

H. Seller shall have complied with, fulfilled, and performed, in each case in all material respects, each of the covenants, terms, and conditions to be complied with, fulfilled, or performed by Seller under this Agreement;

I. Buyer has confirmed prior to Closing that no portion of the Property is a "wetland" or other protected natural feature, nor is there any endangered or threatened species occupying or likely occupying any portion of the Property;

J. Public water, storm water management and sewer service, electric service, gas service, television cable service, telephone service and internet shall (i) be available at the boundaries of the Property, and (ii) be subject to connection by Buyer for a reasonable fee.

K. All of the representations and warranties of Seller set forth in Section 5 shall be true at the time of Closing.

Section 7. Due Diligence Period; Right of Entry.

A. Up to and including the date of one hundred fifty (150) days, commencing on the date of full execution of this agreement by all parties, Buyer may review all matters relating to the Property, including but not limited to appraisal, engineering, leases, traffic studies, market study, zoning, title, subdivision, environmental, and financial statements, to determine if Buyer desires to purchase the Property. During the Due Diligence Period, (i) Seller shall make available to Buyer all existing reports, statements, test results, studies, and other items and documents in Seller' possession or control with respect to such matters; and (ii) Buyer and its contractors, employees, and agents shall have the right at any time and from time to time to enter upon the Property and make such tests, studies, and investigations while thereon as it shall desire; provided that Buyer shall, in the exercise this right of entry, use reasonable efforts not to unnecessarily damage the Property or unreasonably interfere with Seller's operations thereon.

B. Buyer shall indemnify and hold Seller harmless for and from all costs, claims, damages, or liability of any kind resulting solely from the acts or omissions of Buyer, its contractors, employees, or agents arising out of or relating to the exercise of the right of entry set forth in Section7.A.

C. If, before the expiration of the Due Diligence Period, Buyer determines, in Buyer's sole and absolute subjective discretion, not to purchase the Property for any reason or no reason, Buyer shall notify Seller of the same before the expiration of the Due Diligence Period. If Buyer elects to terminate this Agreement as provided by this Section 7.C., the Escrow Agent shall promptly thereafter pay the Earnest Money Deposit to Buyer and this Agreement shall thereupon terminate and be of no further force or effect, except as otherwise expressly provided by this Agreement. If Buyer does not give Seller such notice before the expiration of the Due Diligence Period, then Buyer shall be deemed to have waived Buyer's right to terminate this Agreement as provided by this Section 7.C.

Notwithstanding the provisions of Section 3 above, in the event all the conditions set forth in Section 6 and Section 7 cannot be satisfied prior to the expiration of the due diligence period referenced in Section 7 and Buyer has not waived its right to require the same, Buyer shall have the right to either: (1) cancel this Agreement and obtain a full refund of the Earnest Money Deposit, or (2) extend this Agreement and the due diligence period outlined in Section 7 for an additional ninety (90) day period; provided, that in the event the conditions contained in Section 6 and Section 7 cannot be satisfied within said additional ninety (90) day period, this Agreement shall be null and void, Escrow Agent shall refund the Earnest Money Deposit to Buyer, and all other obligations of the parties to this Agreement shall terminate except for those matters intended to survive the termination of this Agreement.

Section 8. Notices.

All notices contemplated by this Agreement shall be in writing and shall be (i) personally delivered, (ii) sent by facsimile, (iii) mailed by certified mail, return receipt requested, or (iii) sent via a reliable commercial courier (e.g., Federal Express, DHL, UPS, Airborne, etc.) and marked for next day delivery, in all events with all charges and postage prepaid, to the parties at the following addresses:

If to Seller:

Charles and Robin Kehoe
101 Shelley Lane
Staunton, VA 24401
Email: Terrastables @yahoo.com
Phone: 540-849-0849

If to Buyer:

JMB Acquisition Company, LLC
325 Erin Drive
Knoxville, TN 37919
Attn: Jason A. Brown
Email: jason@schaadbrown.com
Phone: 865-200-4770

Section 9. Condemnation.

If, before Closing, all or any part of the Property is taken by the exercise of eminent domain, or under threat of or in lieu of the exercise of eminent domain (a "Taking"), both Seller and Buyer shall each have the right to cancel this Agreement pursuant to this Section 10; provided, that Buyer may nullify any cancellation by Seller (within ten (10) business days of receipt of the same) and take title to the Property subject to such Taking, without any reduction in the Purchase Price, and Seller shall pay to Buyer all amounts paid to them on account of the Taking and assign to Buyer at the time of Closing all of their rights, title and interests in and to any future awards arising out of the Taking. Each party hereto shall notify the other in writing of its election not more than ten (10) business days after receipt by Buyer of written notice from Seller of the occurrence of the Taking and the extent thereof. If Buyer elects to terminate this Agreement as provided above, the Earnest Money Deposit shall be returned to Buyer, and neither party shall thereafter have any further rights or obligations under this Agreement, other than those expressly stated in this Agreement. If Seller elects to terminate this Agreement and Buyer does not nullify the same as provided above, the Earnest Money Deposit shall be returned to Buyer, and neither party shall have any further rights or obligations under this Agreement, other than those expressly stated to survive the Closing or earlier termination of this Agreement.

Section 10. Disclosure of Relationship.

BUYER HEREBY DISCLOSES TO SELLER THAT THE PRINCIPALS IN BUYER ARE LICENSED REAL ESTATE AGENTS IN THE STATE OF TENNESSEE.

Section 11. Defaults.

In the event Seller fail or refuse to close the transactions contemplated herein after notice from Buyer that all of the conditions precedent have been satisfied or waived, Buyer may seek any and all remedies available at law or equity including but not limited to (i) canceling this Agreement and obtaining a full refund of the Earnest Money Deposit, in which event the parties shall thereafter be relieved of all other duties and obligations hereunder except for those matters intended to survive the early termination hereof, or (ii) obtaining specific performance by an action in Virginia, and, in the event of such a suit, Buyer shall also be entitled to recover its damages, including its reasonable attorneys' fees.

In the event Buyer refuses to close the transaction for a reason other than specified herein, Seller may retain the Earnest Money Deposit as its sole and exclusive remedy.

Section 12. Miscellaneous.

A. This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing which is signed by all the parties hereto.

B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

C. The captions used herein are for the purpose of convenience only and shall not be construed to limit the contents of the paragraphs contained therein.

D. Whenever used in this Agreement, as necessary to effectuate its purposes, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

E. In the event any portion of this Agreement is determined to be unenforceable by a court of competent jurisdiction, all other provisions hereof shall remain in full force and effect.

F. This Agreement shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Virginia.

G. Time is expressly declared to be of the essence with this Agreement.

H. This Agreement shall not be a binding on either party until such time as the last party hereto has executed the same ("Effective Date").

I. This Agreement may be executed in multiple counterparts, the combination of which shall constitute a single binding agreement.

J. In the event of a dispute involving the interpretation or construction of this Agreement involving Buyer, Seller, or any other party or parties, it shall be deemed that this document was jointly drafted by all parties to the dispute, and no rule of construction or presumption shall be asserted in favor or to the detriment of either Buyer, Seller, or any other party based upon the identity of the party actually drafting this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement written beneath their signatures below.

SELLER:

Charles M. and Robin T. Kehoe

By: Charles M Kehoe By: Robin T. Kehoe

Date: 1-3-19 Date: 1-3-2019

BUYER:

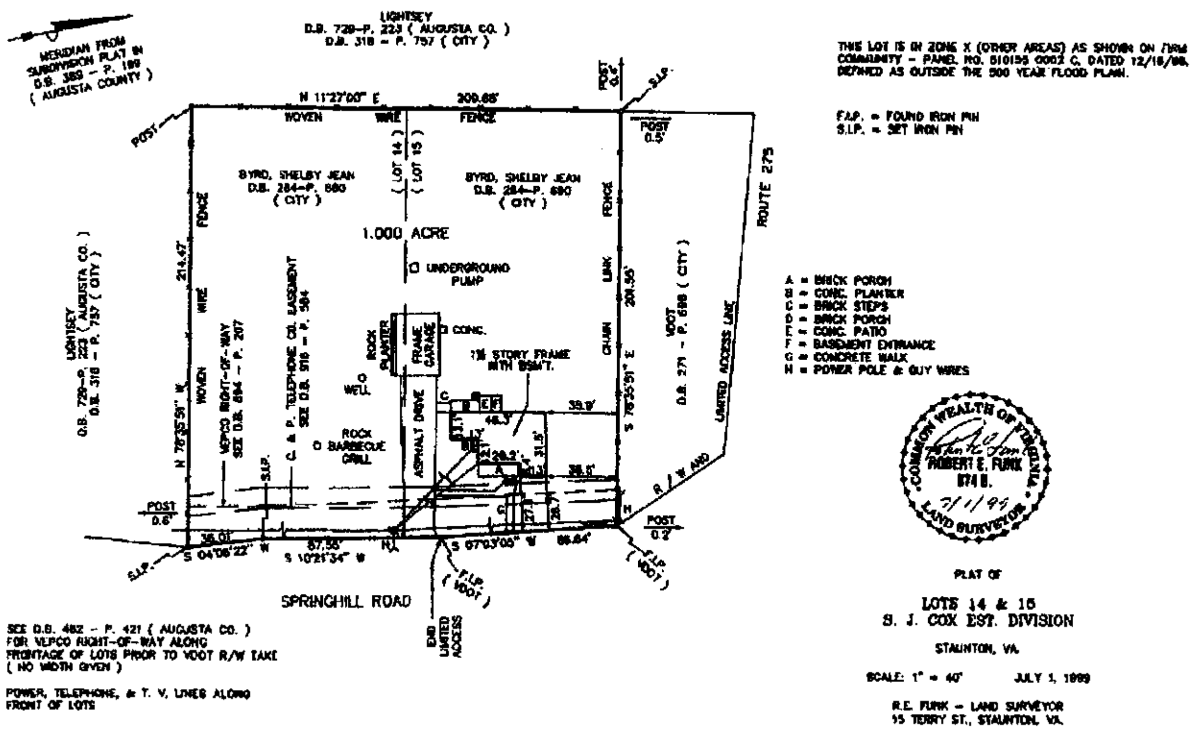
JMB Acquisition Company, LLC

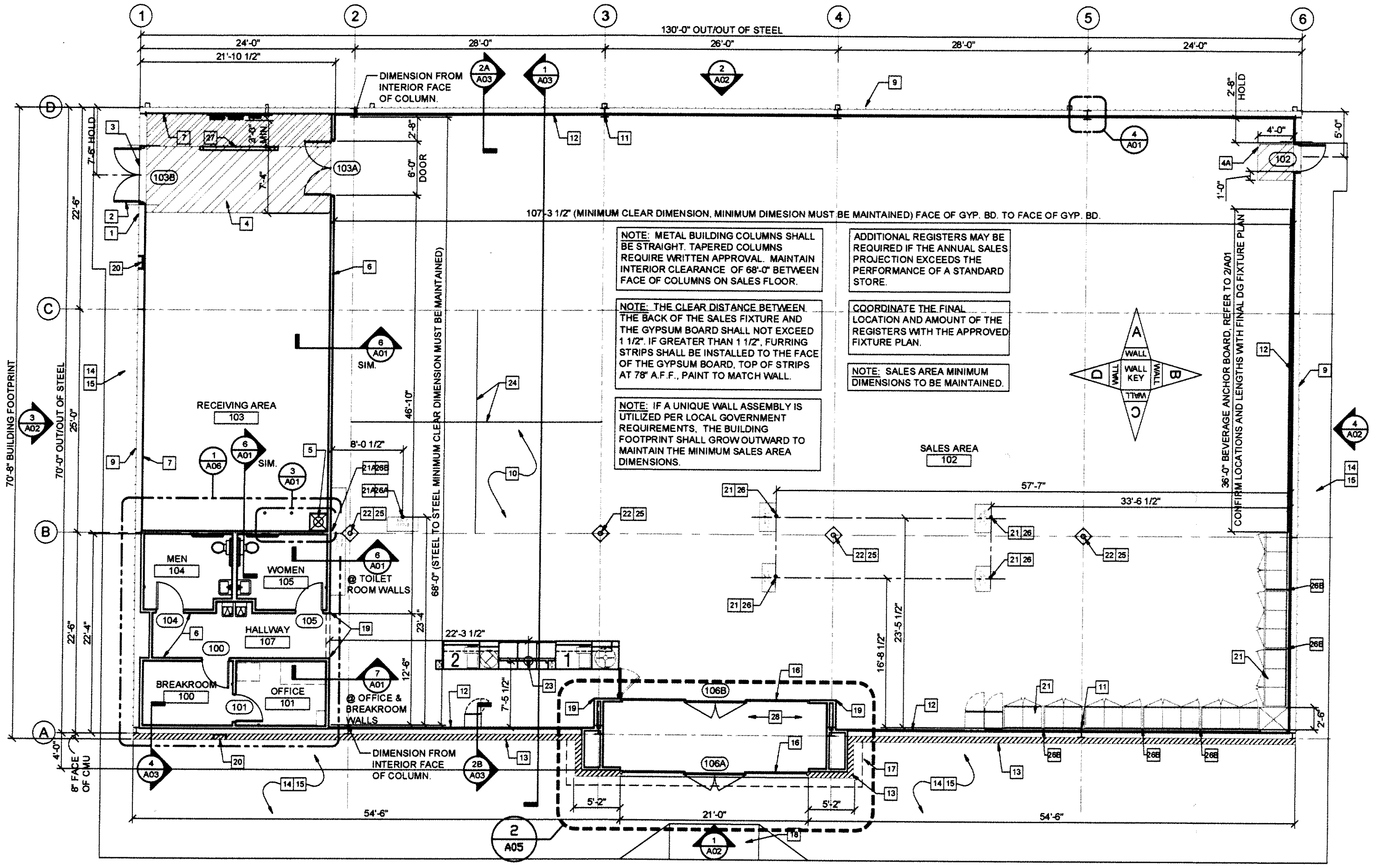
By: ______________________

Michael E. Schaad

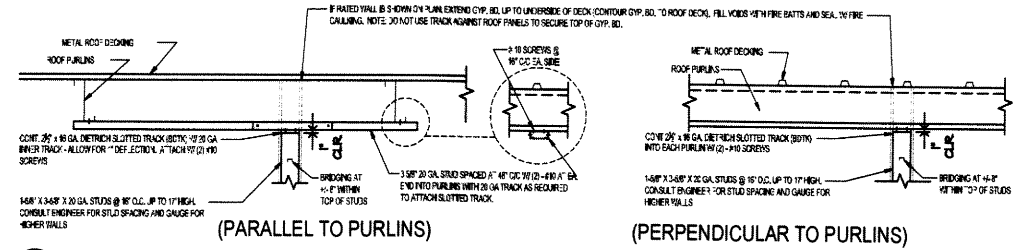
Date: 12/28/18

Exhibit "A"

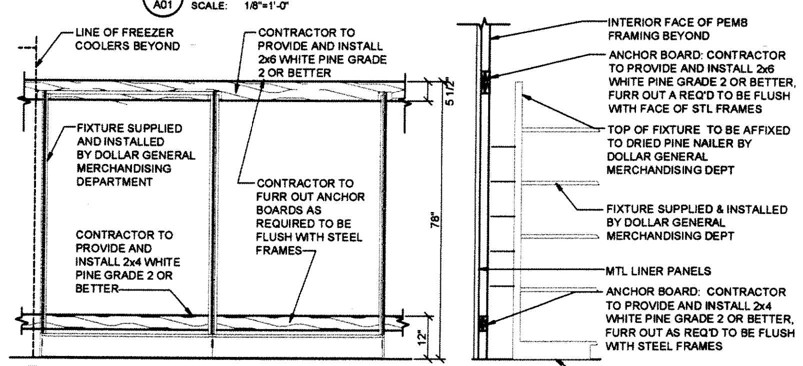

MERIDIAN FROM SUBDIVISION PLAT IN D.B. 389 - P. 189 (AUGUSTA COUNTY)
LIGHTSEY
D.B. 729-P. 223 (AUGUSTA CO.)
D.B. 318 - P. 757 (CITY)
N 11°27'00" E
209.68'
WOVEN WIRE FENCE
BYRD, SHELBY JEAN
D.B. 284-P. 880
(CITY)
(LOT 14)
(LOT 15)
1.000 ACRE
UNDERGROUND PUMP
ROCK PLANTER
FRAME GARAGE
CONC.
1½ STORY FRAME WITH BSM'T.
WELL
ROCK BARBECUE GRILL
ASPHALT DRIVE
214.47'
N 78°35'51" W
209.95'
S 78°35'51" E
CHAIN LINK FENCE
VEPCO RIGHT-OF-WAY SEE D.B. 894 - P. 207
C. & P. TELEPHONE CO. EASEMENT SEE D.B. 916 - P. 584
VDOT
D.B. 271 - P. 698 (CITY)
LIMITED ACCESS LINE
ROUTE 275
R / W AND
POST
S.I.P.
F.I.P.
(VDOT)
36.01'
S 04°06'22" W
87.55'
S 10°21'34" W
S 07°03'05" W
86.64'
SPRINGHILL ROAD
END LIMITED ACCESS
THIS LOT IS IN ZONE X (OTHER AREAS) AS SHOWN ON FIRM COMMUNITY - PANEL NO. 510155 0002 C, DATED 12/16/88, DEFINED AS OUTSIDE THE 500 YEAR FLOOD PLAIN.
F.I.P. = FOUND IRON PIN
S.I.P. = SET IRON PIN
A = BRICK PORCH
B = CONC. PLANTER
C = BRICK STEPS
D = BRICK PORCH
E = CONC. PATIO
F = BASEMENT ENTRANCE
G = CONCRETE WALK
H = POWER POLE & GUY WIRES
COMMONWEALTH OF VIRGINIA
ROBERT E. FUNK
LAND SURVEYOR
SEE D.B. 482 - P. 421 (AUGUSTA CO.)
FOR VEPCO RIGHT-OF-WAY ALONG
FRONTAGE OF LOTS PRIOR TO VDOT R/W TAKE
(NO WIDTH GIVEN)
POWER, TELEPHONE, & T. V. LINES ALONG
FRONT OF LOTS
PLAT OF
LOTS 14 & 15
S. J. COX EST. DIVISION
STAUNTON, VA.
SCALE: 1" = 40'
JULY 1, 1999
R.E. FUNK - LAND SURVEYOR
55 TERRY ST., STAUNTON, VA.



1 / A01 FLOOR PLAN SCALE: 1/8"=1'-0"



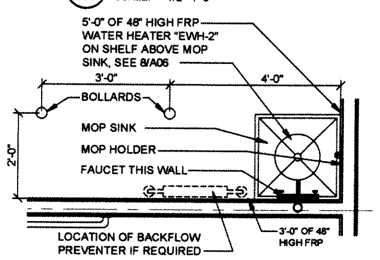
8 / A01 WALL BRACING DETAILS SCALE: 3/4"=1'-0"



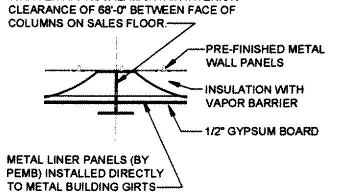
DRINK FIXTURE WALL MOUNTING SUPPORT NOTES:

1. PROVIDE AND INSTALL 2X6 WHITE PINE - GRADE 2 OR BETTER.
2. PROVIDE AND INSTALL 2X4 WHITE PINE - GRADE 2 OR BETTER.
3. FASTEN THE 2X6 TO THE WALL WITH THE TOP EDGE OF THE BOARD AT 78" A.F.F., REFER TO FINAL DG FIXTURE PLAN FOR LENGTH AND LOCATION OF BOARD.
4. FASTEN THE 2X4 TO THE WALL WITH THE TOP EDGE OF THE BOARD AT 12" A.F.F., REFER TO FIXTURE PLAN FOR LENGTH AND LOCATION OF BOARD.
5. PRE-DRILL PILOT HOLES IN ALL BOARDS PRIOR TO INSTALLATION TO PREVENT WOOD SPLITS.
6. SECURE THE 2X6 WITH TWO SELF-TAPPING SCREWS. MINIMUM SCREW SIZE IS 4"x 1/4".
7. FASTEN THE 2X4 WITH WITH SELF-TAPPING SCREW PER WALL STUD. MINIMUM SCREW SIZE IS 4"x 1/4".
8. CAULK THE EDGES OF THE 2X6 AT THE TOP AND BOTTOM WHERE IT MEETS THE WALL PRIOR TO PAINTING.
9. PRIME AND PAINT BOTH BOARDS TO MATCH WALL COLOR.

2 / A01 ANCHOR BOARD DETAIL SCALE: 1/2"=1'-0"

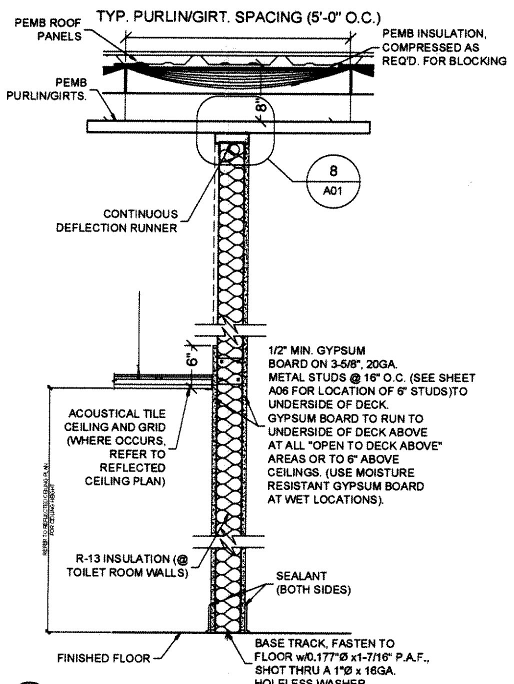


3 / A01 ENLARGED MOP SINK PLAN SCALE: 1/2"=1'-0"

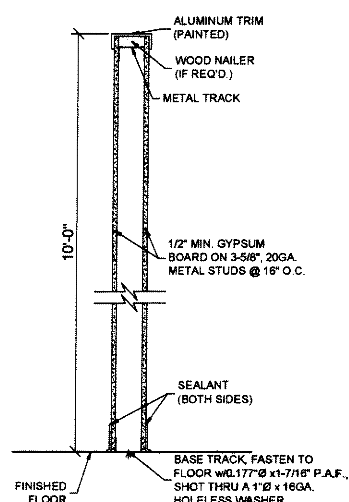


4 / A01 DETAIL AT COLUMN SCALE: 1/2"=1'-0"

5 / A01 NOT USED SCALE:



6 / A01 TYPICAL PARTITION SCALE: 1"=1'-0"



7 / A01 PARTITION-OFFICE & BREAKROOM SCALE: 1"=1'-0"

FLOOR PLAN KEYED NOTES

1. RECEIVING DOOR BUZZER - TORK MDL.#TA725 OR EQUAL
2. DOOR SCOPE. REFER TO DOOR SCHEDULE.
3. WEATHER STRIP & LOW PROFILE THRESHOLD. SEE DOOR SCHEDULE.
4. STRIPE FLOOR FOR DESIGNATED EGRESS PATH (PAINT YELLOW) AND 3'-0" DESIGNATED EMS PANEL CLEARANCE (PAINT RED).
4A. STRIPE FLOOR FOR DESIGNATED ADA EGRESS PATH (PAINT YELLOW).
5. PROVIDE AND INSTALL A TEN GALLON WATER HEATER (OR LARGER IF REQUIRED BY CODE) ABOVE THE MOP SINK. SEE DETAIL 8/A06
6. 3 5/8" METAL STUD WITH 1/2" MINIMUM GYPSUM BOARD (BOTH SIDES). REFER TO NOTED WALL SECTION. REFER TO ROOM FINISH SCHEDULE FOR GYPSUM BOARD HEIGHT AT ANY PARTICULAR WALL.
7. METAL LINER PANELS TO 8'-0" A.F.F. (BY PRE-ENGINEERED BUILDING MANUFACTURER).
8. NOT USED.
9. METAL BUILDING PANELS (BY PEMB). PROVIDE TAMPER-RESISTANT FASTENERS FOR BOTTOM 8'-0". REFER TO ELEVATIONS FOR COLOR.
10. CONCRETE SLAB WITH STRUCTURAL MIN. 6x6xW1.4 WELDED WIRE MESH OVER POLYETHYLENE VAPOR BARRIER (MIN. 10 MM THICK) OVER CRUSHED STONE BASE, TYPICAL, OR EQUIVALENT. SEE STRUCTURAL DWGS. PROVIDE CONTROL JOINTS AS SHOWN ON S03.
11. METAL BUILDING FRAME. REFER TO NOTED WALL SECTION FOR ADDITIONAL INFORMATION.
12. 1/2" GYPSUM BOARD (TO 10'-0" A.F.F.) OVER METAL LINER PANELS AND INSULATION WITH VAPOR BARRIER.
13. 8" SPLIT-FACED CMU PAINTED TO MATCH SIDE WALL PANELS. ALIGN FACE OF BLOCK WITH STEEL GIRT. PROVIDE PROPER ANCHORAGE TO STRUCTURE.
14. SLOPE CONCRETE 1/8" PER FOOT AWAY FROM BUILDING.
15. COORDINATE CONCRETE SIDEWALK WITH CIIVL AND BROOM FINISH, TYPICAL.
16. BRONZE STOREFRONT SYSTEM. REFER TO NOTED WALL SECTION FOR ADDITIONAL INFORMATION. CONTINUE GYPSUM BOARD ABOVE STOREFRONT TO DECK.
17. LINE OF SOFFIT OR CANOPY ABOVE.
18. A.D.A. COMPLIANT ACCESSIBLE RAMP WITH YELLOW PAINTED SIDES TO ACCESSIBLE PARKING STALLS. SEE CIVIL FOR LOCATION. ENSURE LOCATION ALLOWS MIN. 5'-0" FLAT ACCESS AREA @ ALL DOOR LOCATIONS.
19. MC CUE CART AND BUMPER GUARDS. TOP INSTALLED @ 3'-5" A.F.F. ORDER TRIM KIT FOR THIS PROTOTYPE.
20. WALL HYDRANT. REFER TO PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
21. REFRIGERATION BY DOLLAR GENERAL.
21A. BEAUTY AND COSMETICS SHELVING AND EQUIPMENT.
22. ROUND PIPE STEEL COLUMN WITH RECESSED BASE PLATE. PAINT SW7005 PURE WHITE. WRAP COLUMN WITH TIGHT LOOP CARPET (BLACK) FROM BASE TO 48" A.F.F.
23. POWER POLE. COORDINATE FINAL LOCATION WITH FINAL DOLLAR GENERAL FIXTURE PLAN (F01).
24. CONTROL JOINTS SHOWN FOR REFERENCE ONLY. PROVIDE CONTROL JOINTS AS SHOWN ON S-1.
25. FLOOR AREA AT BASE OF COLUMNS, WITHIN THE CONST JOINTS, TO BE PAINTED BLACK MAGIC TINT.
26. ENDCAP COOLER/FREEZER AND DISPLAY LIGHTING AS NEEDED TO BE HARDWIRED THROUGH WHITE SO CORD. GC TO LEAVE BOTTOM HANGING AT 80" A.F.F. (SEE ELECTRICAL). CORD ANCHORED TO PURLINS ABOVE. COORDINATE LOCATION WITH FINAL DOLLAR GENERAL FIXTURE PLAN.
26A. BEAUTY STATION TO BE HARDWIRED THROUGH WHITE SO CORD. GC TO LEAVE BOTTOM HANGING AT 48" A.F.F. (SEE ELECTRICAL). CORD ANCHORED TO PURLINS ABOVE. COORDINATE LOCATION WITH FINAL DOLLAR GENERAL FIXTURE PLAN.
26B. WALL OUTLETS FOR BANKS OF COOLERS AND FREEZERS AND COSMETICS VALANCE, SEE ELECTRICAL FOR DETAILS.
27. MC CUE RAILING IN FRONT OF ELECTRICAL PANELS. 8'-0" LONG WITH TOP TWO RAILINGS AND NO MIDDLE POST.
28. CART AREA. REFER TO 5 & 6/A06.

C.L. Helt, Architect Inc.
1136 Greenwood Cliff
Charlotte, NC 28204
Ph. 704-342-1686
Fx. 704-343-0054
E-MAIL INFO@CLHELT.COM

ARCHITECT'S PROJECT # 19032

Project: DOLLAR GENERAL FOR JMB INVESTMENT COMPANY, LLC
SPRING HILL ROAD
STAUNTON, VA
DESIGN BASED ON 2018 PROTOTYPE "C"

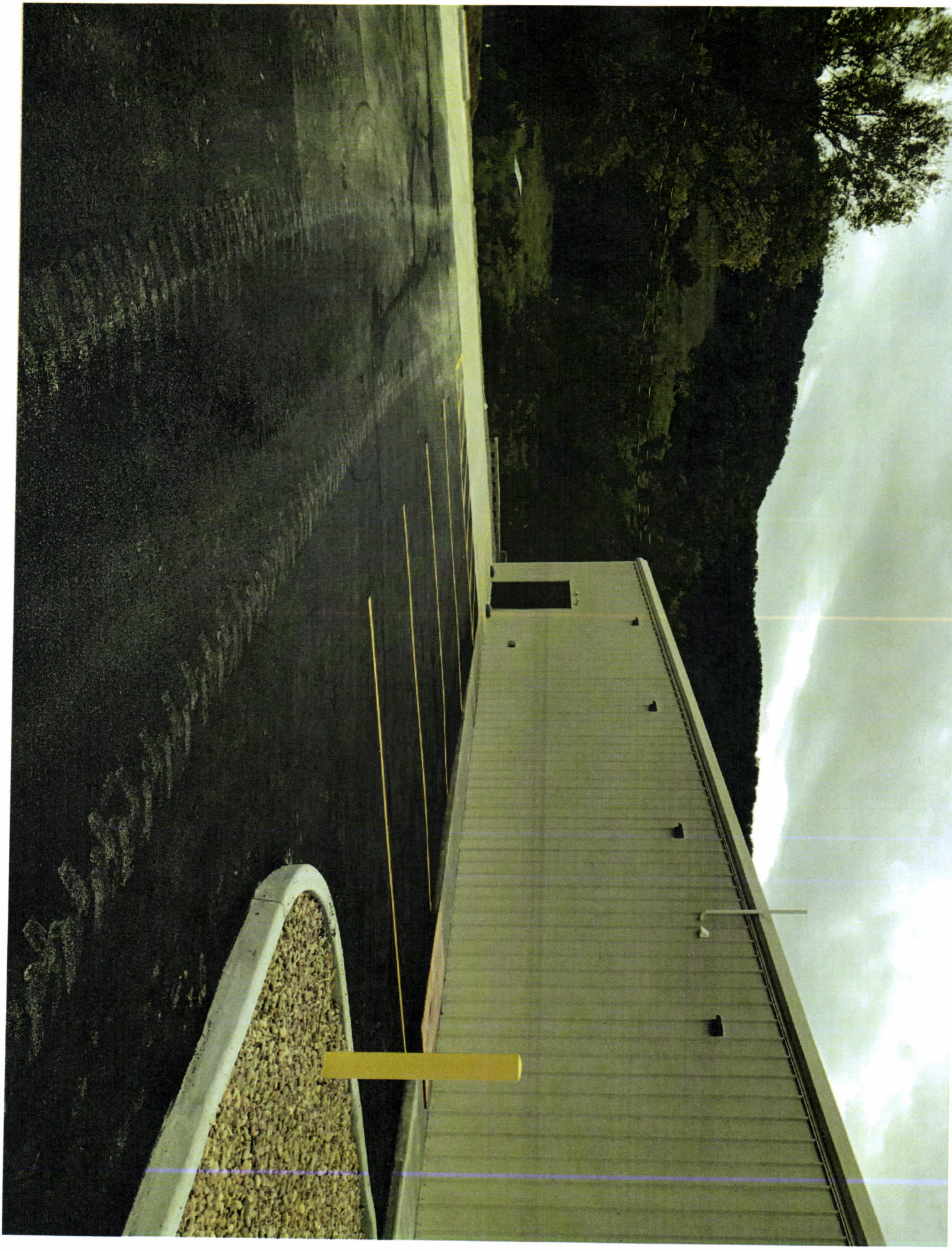
Sheet Description: FLOOR PLAN, DETAILS AND INTERIOR PARTITIONS

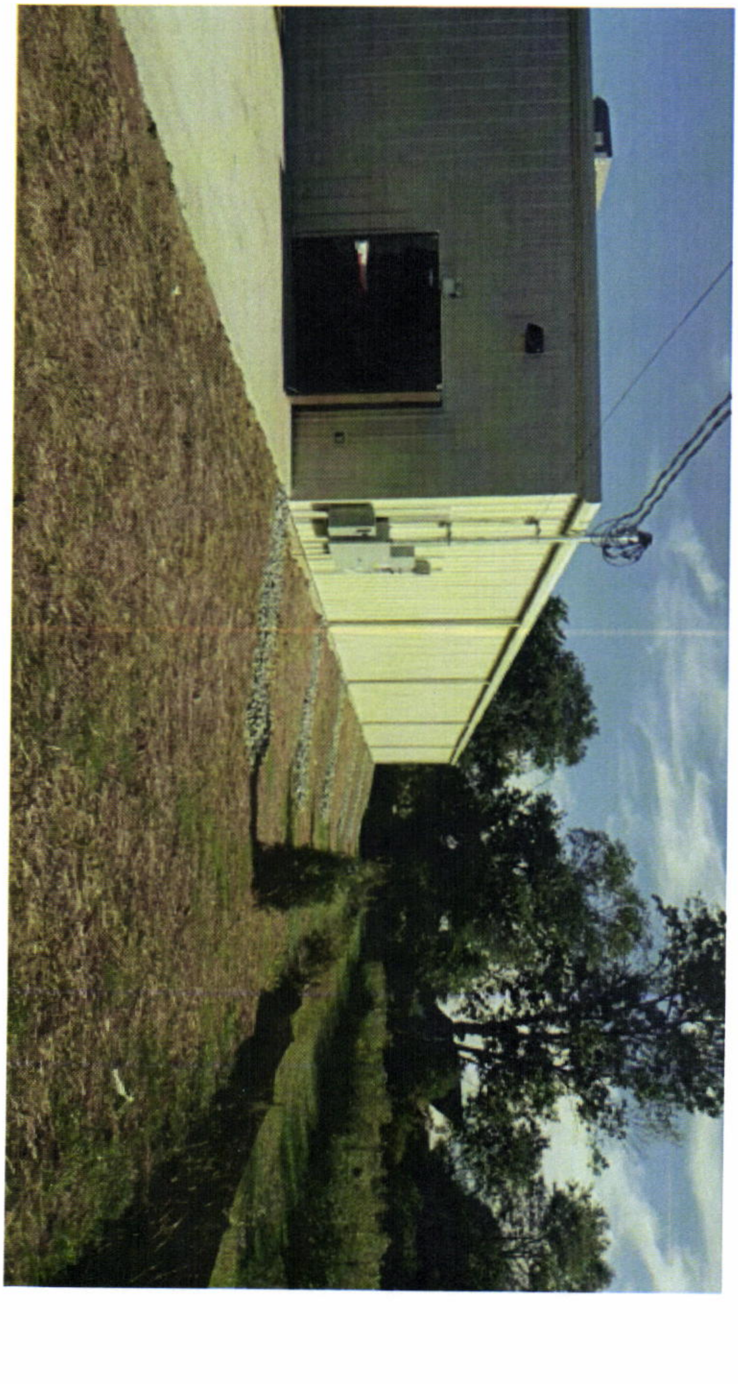
Seal

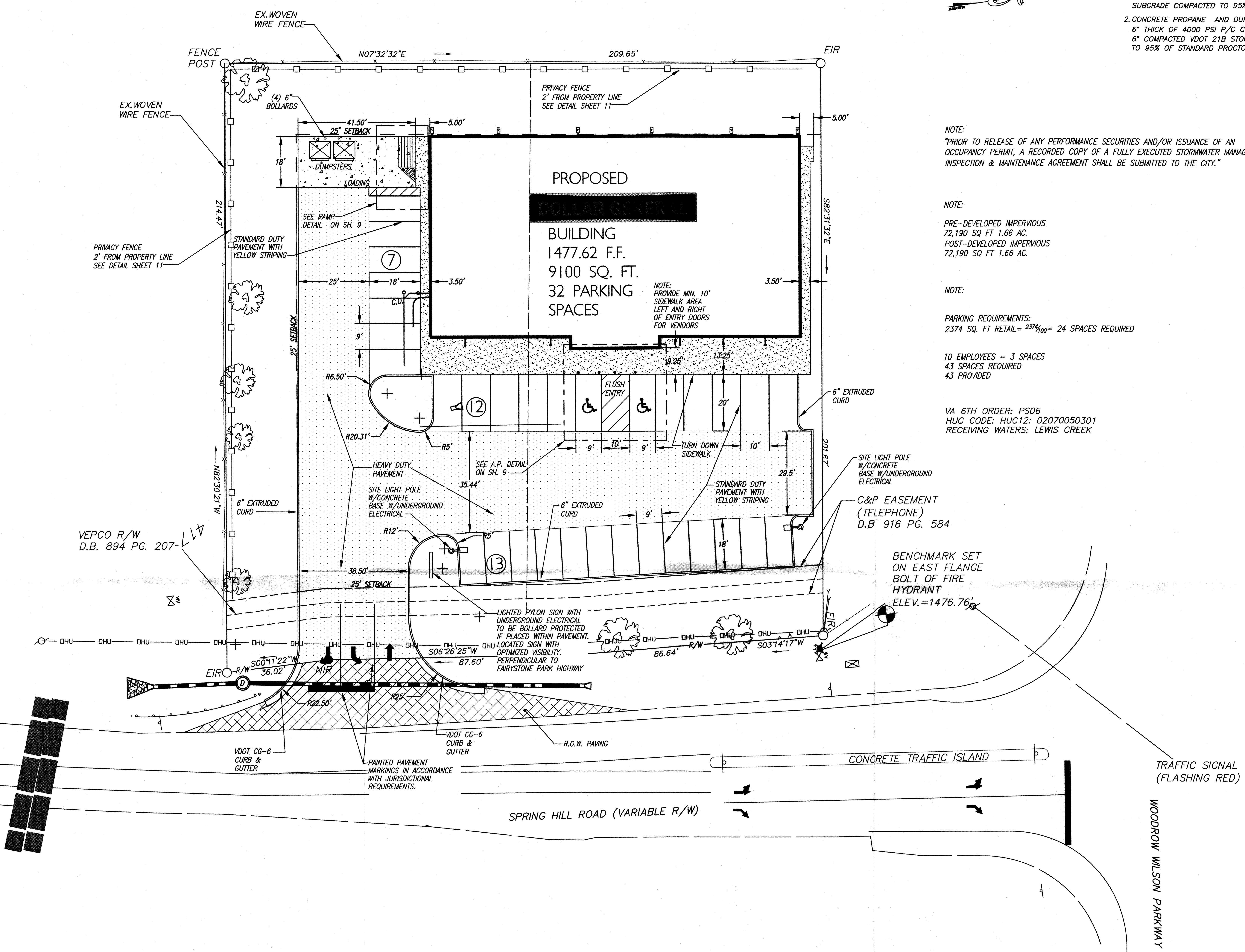
Drawn By: S. GRANDISON
Checked By: D. MYERS
Revisions: 1, 2, 3, 4
Date: 02/21/19

Sheet No. A01


DOLLAR GENERAL
Now Hiring!
DOLLAR GENERAL
Coming Soon!







CONCRETE PAVING NOTES:

1. CONCRETE SIDEWALKS SHALL BE 4" THICK OF 4000 PSI P/C CONCRETE OVER 6" COMPACTED VDOT 21B STONE BASE ON SUBGRADE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
2. CONCRETE PROPANE AND DUMPSTER PAD & APRON SHALL BE 6" THICK OF 4000 PSI P/C CONCRETE WITH 6"X6"X1.4 WWR OVER 6" COMPACTED VDOT 21B STONE BASE ON SUBGRADE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.

NOTE:

"PRIOR TO RELEASE OF ANY PERFORMANCE SECURITIES AND/OR ISSUANCE OF AN OCCUPANCY PERMIT, A RECORDED COPY OF A FULLY EXECUTED STORMWATER MANAGEMENT INSPECTION & MAINTENANCE AGREEMENT SHALL BE SUBMITTED TO THE CITY."

NOTE:

PRE-DEVELOPED IMPERVIOUS
72,190 SQ FT 1.66 AC.
POST-DEVELOPED IMPERVIOUS
72,190 SQ FT 1.66 AC.

NOTE:

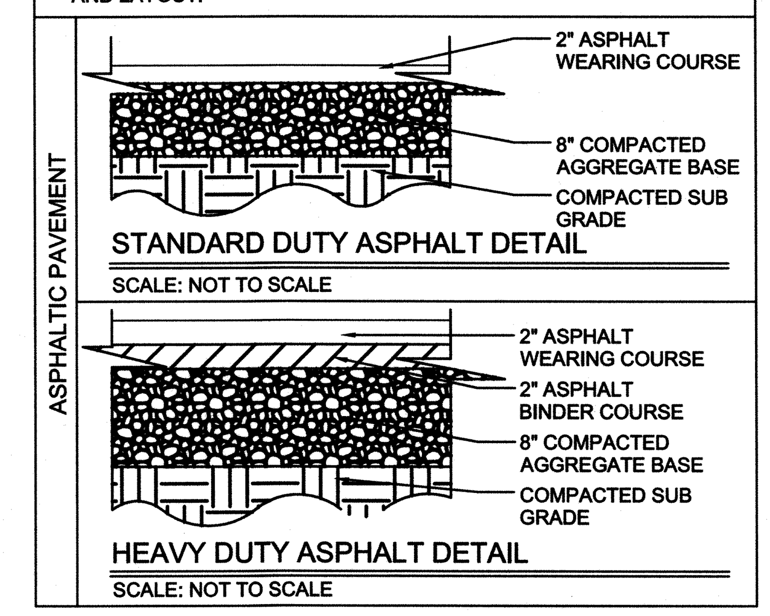
PARKING REQUIREMENTS:
2374 SQ. FT RETAIL= $^{2374}/_{100}$= 24 SPACES REQUIRED

10 EMPLOYEES = 3 SPACES
43 SPACES REQUIRED
43 PROVIDED

VA 6TH ORDER: PS06
HUC CODE: HUC12: 02070050301
RECEIVING WATERS: LEWIS CREEK

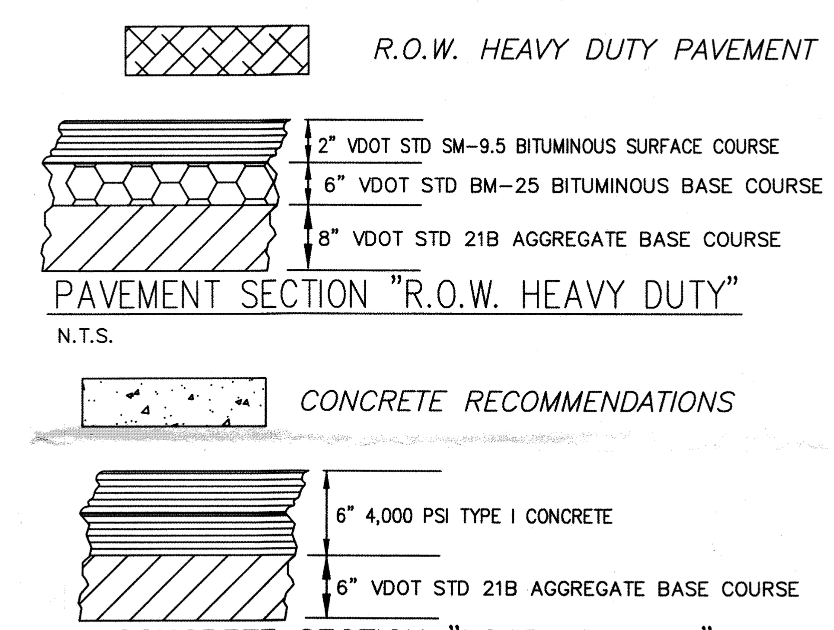
PAVEMENT DETAILS

1. DETAILS ARE DOLLAR GENERAL STANDARD REQUIREMENTS AND MAY INCREASE OR DECREASE WITH VARIOUS SOIL CONDITIONS. A GEOTECHNICAL INVESTIGATION WITH PAVEMENT DESIGN RECOMMENDATIONS SHALL BE COMPLETED FOR EACH DEVELOPMENT. THE FOLLOWING DETAILS ARE MINIMUM DOLLAR GENERAL PAVEMENT REQUIREMENTS. INCREASED RECOMMENDATIONS ARE TO BE USED.
2. THE SUBGRADE MATERIALS SHALL BE PROOF ROLLED AND/OR SCARIFIED AND COMPACTED PRIOR TO PLACEMENT OF BASE MATERIAL. WHERE EXISTING SUBGRADE MATERIALS ARE UNSUITABLE, THEY SHALL BE REMOVED AND REPLACED WITH COMPACTED SELECT MATERIAL IN ACCORDANCE WITH GEOTECHNICAL RECOMMENDATIONS.
3. HEAVY DUTY CONCRETE PAVEMENT AND STANDARD DUTY CONCRETE PAVEMENT (AS RECOMMENDED BY THE GEOTECHNICAL REPORT OR DOLLAR GENERAL MINIMUMS) SHALL BE STEEL REINFORCED. REINFORCEMENT TYPE SHALL BE PRIOR APPROVED BY DOLLAR GENERAL.
4. CONCRETE PAVEMENT PLAN SHALL BE PROVIDED TO DOLLAR GENERAL FOR PRIOR APPROVAL. ALL JOINTS MUST BE SEALED WITH AN APPROVED SEALANT. STEEL REINFORCING SHALL BE USED AT JOINTS. REFER TO ACI 330R (GUIDE FOR DESIGN AND CONSTRUCTION OF CONCRETE PARKING LOTS) FOR JOINT DESIGN AND LAYOUT.



STANDARD DUTY ASPHALT DETAIL
SCALE: NOT TO SCALE

HEAVY DUTY ASPHALT DETAIL
SCALE: NOT TO SCALE



PAVEMENT SECTION "R.O.W. HEAVY DUTY"
N.T.S.

CONCRETE SECTION "LOADING AREA"
N.T.S.

LEGEND:

- EIP–EXISTING IRON
- NIP–NEW IRON PIN/PK NAIL
- C.P.–COMPUTED POINT
- EX R/W DISK
- R/W–RIGHT OF WAY
- OHE–OVERHEAD ELECTRIC
- PIN: TAX PARCEL ID. No.
- SIGN
- BOLLARD
- MAIL BOX
- TELEPHONE PEDESTAL
- ELECTRIC TRANSFORMER
- CABLE TELEVISION
- ELECTRIC METER
- LIGHT POLE
- WITNESS POST
- UTILITY POLE
- GUY POLE
- WATER VALVE
- GAS STORAGE VALVE
- WATER METER
- FIRE HYDRANT
- FIBER OPTICS
- ORNAMENTAL TREE OR SHRUB
- SANITARY SEWER CLEAN-OUT
- SANITARY SEWER MANHOLE
- STORM DRAIN INLET STRUCTURE (YIG)
- TANK FILL COVERS
- STORM DRAIN MANHOLE
- AIR CONDITIONER UNIT
- WELL
- —UT— UNDERGROUND TELEPHONE LINE
- —W— WATER LINE
- —UE— UNDERGROUND ELECTRIC LINE
- —GAS— GAS LINE
- —X— WOVEN WIRE FENCE LINE
- —OHU— OVERHEAD UTILITY LINES
- —OHE— OVERHEAD ELECTRIC LINES
- —SAN— SANITARY SEWER LINE
- CHAIN LINK FENCE
- UNDERGROUND FIBER OPTIC LINE
- M.B.L.–MINIMUM BUILDING LINE
- INST.#–INSTRUMENT NUMBER

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch = 20 ft.

LE&D
PROFESSIONALS, P.C.
RIVER RUN EXECUTIVE OFFICES
SUITE-B
110 EXCHANGE STREET
DANVILLE, VA. 24541

N.C. LICENSE: # C-2577
V.A. LICENSE: # 0404-001401

PHONE NO. (434) 792-3680
FAX NO. (434) 792-3685

www.landeng.com

DOLLAR GENERAL- STAUNTON, VIRGINIA
JMB INVESTMENT COMPANY LLC.
STAUNTON, VIRGINIA

SITE PLAN

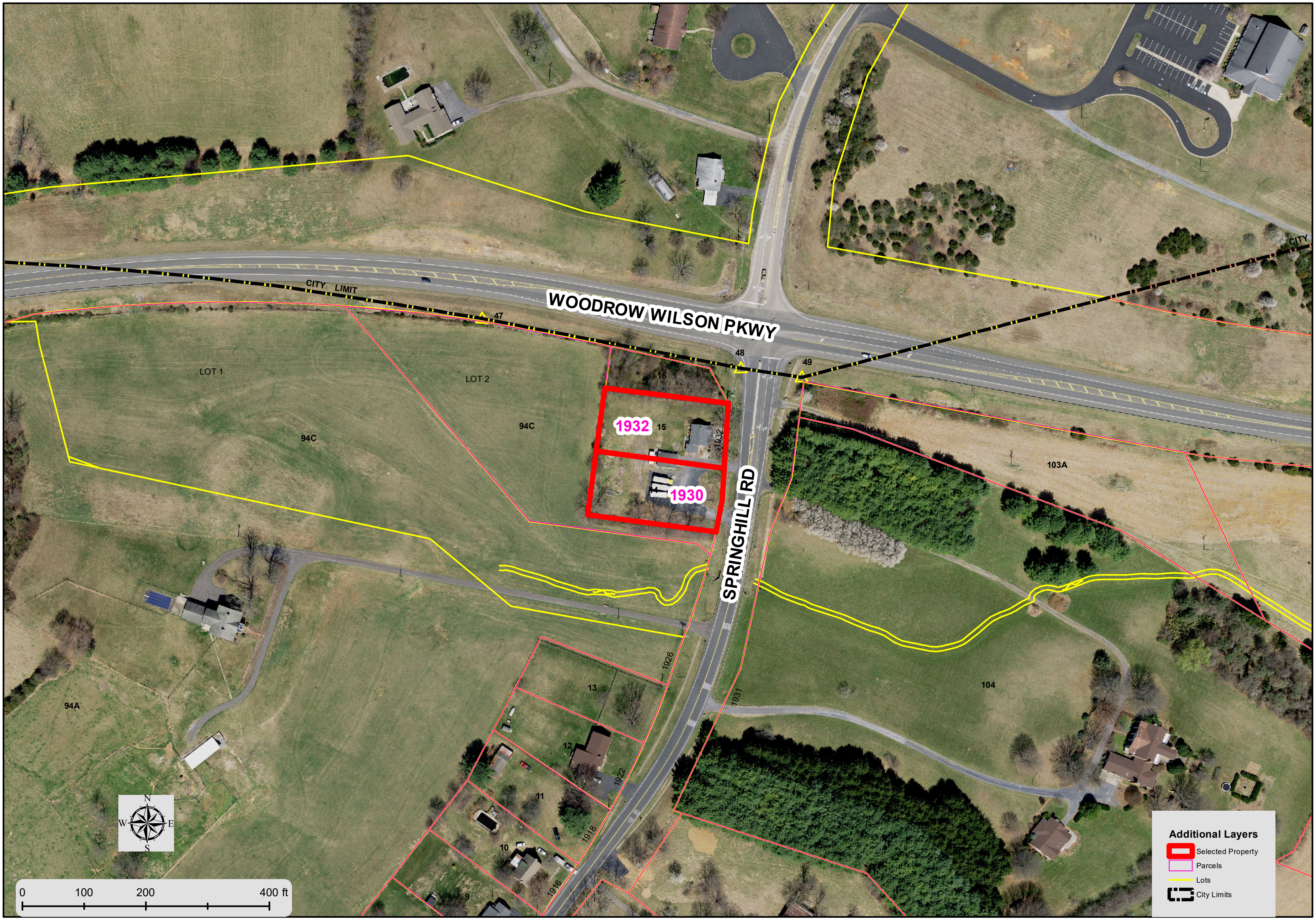
COMMONWEALTH OF VIRGINIA
RYAN WILLIAM GATEWOOD
Lic. No. 055108
PROFESSIONAL ENGINEER

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

Sheet No. 4 of ?
Date: FEBRUARY 22, 2019
Scale: 1"= 20'
Project No.
SCHAAD–STVA19\eng\dwg\P–STVA19–LAYOUT–2.dwg

Location Map - 1930 and 1932 Springhill Road

Attachment 2



DOLLAR GENERAL

Attachment 3

Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

4/10/2019
Planning and Zoning Division
116 W Beverley St
Staunton, VA 24401

Re: Parking requirements at the proposed Dollar General at Springhill Rd. Staunton, VA

To Whom It May Concern:

Through the years, Dollar General has refined the design criteria for new store development. With over 15,000 stores in productive operation, we have gathered significant data.

One area which we are balanced between development cost and customer need is parking requirements and accessibility for our build-to-suit locations. Our stores average 15 to 20 transactions per hour. We have estimated and confirmed that 30 spaces will accommodate the customer flow rate that our business generates. This standard has also been sufficient for traffic generated at the peak Christmas season levels.

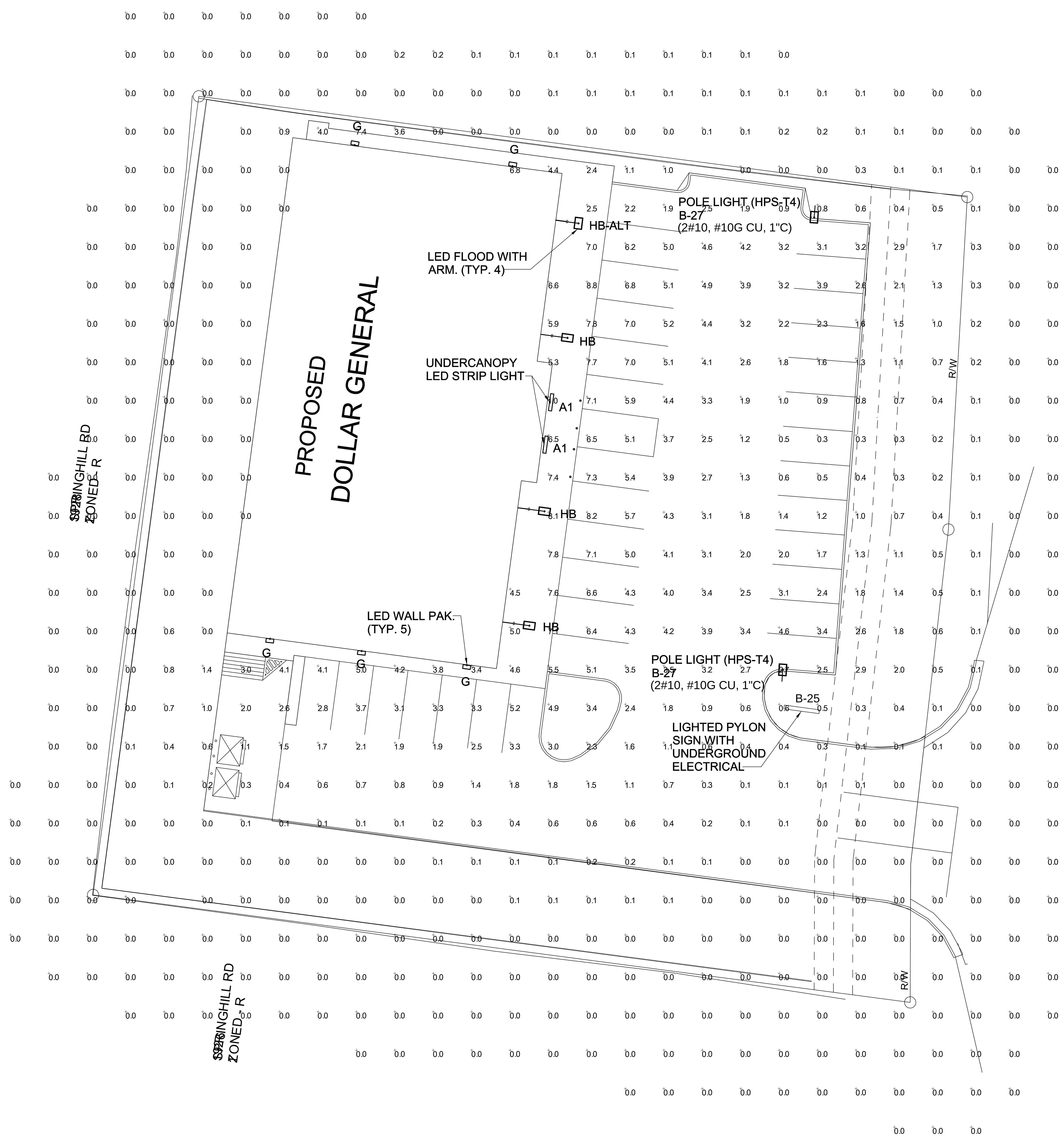
Thanks for your consideration and feel free to contact me with any other questions you may have.

Best Regards,

Sarah James Myatt

Dollar General Corporation
Plan Coordinator Southeast Region
615.855.5223
smyatt@dollargeneral.com

Attachment 4



Luminaire Schedule						
Symbol	Qty	Label	Lumens/Lamp	Arrangement	LLF	Description
	5	G	N.A.	SINGLE	0.900	LHSWP-1-C-M-T3-C-ONE BRICK TYPE 3 700MA LED WALL PACK
	3	HB	N.A.	SINGLE	0.900	LSBT-1-C-X-T3-F-ONE BRICK TYPE 3 1400MA LED WALL MNT 42IN UPSWEEP ARM
	1	HB-ALT	N.A.	SINGLE	0.900	LSBT-1-C-X-T3-F-R-S213-ONE BRICK TYPE 3 W/BACK SHLD ROTATE OPTIC WALL MNT
	2	HPS-T4	N.A.	SINGLE	0.900	LSBT-1-C-X-T4-F-S213-ONE BRICK TYPE 4 1400MA LED W/BACK SHLD

POLE LIGHT SHALL BE MOUNTED 24' ABOVE GRADE ON A 22' POLE ATOP A 24" CONCRETE POLE BASE. PROVIDE WITH POLE, ARM AND ALL NECESSARY MOUNTING HARDWARE.

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
SITE	Illuminance	Fc	1.00	8.8	0.0	N.A.	N.A.

Notes:
1. Calculation at grade.
2. See Luminaire Location Summary for wall luminaire mounting height.
3. Arm mnt wall fixtures estimated with 2' rise from mounting.
4. Based on 15' poles plus 2' AFG bases.
5. A 6' wood fence that surrounds the property is simulated on plan. Light levels may vary.

Luminaire Location Summary			
LumNo	Label	Z-luminaire height	Tilt
1	G	12.5	0
2	G	12.5	0
3	G	12.5	0
4	G	8	0
5	G	8	0
6	HB	18.5	0
7	HB	18.5	0
8	HB	18.5	0
9	HB-ALT	18.5	0
10	HPS-T4	17	0
11	HPS-T4	17	0

SITE LIGHTING GENERAL NOTES

A. FINAL SIGN CONNECTION AND UNDERGROUND CONDUIT IS LANDLORD RESPONSIBILITY. PROVIDE CONDUIT FROM THE ELECTRICAL PANEL TO LOCATION OF THE PYLON SIGN BASE. BURY CONDUIT UNDER PARKING AREA. THE CONDUIT IS TO BE 1" AND HAVE ONE SET TO 10/2 WIRE WITH GROUND AND A 20-AMP TWO POLE BREAKER AT THE PANEL. A TEMPORARY 3' TALL STAKE SHALL BE PROVIDED TO DESIGNATE THE PYLON SIGN LOCATION UNTIL THE SIGN IS PERMANENTLY INSTALLED. REMOVE POST AFTER SIGN IS INSTALLED.

B. SITE / PARKING LOT LIGHTING: PROVIDE ADEQUATE POLE AND/OR WALL LIGHTING FOR NIGHT VISION AROUND ENTRY, PARKING AND DUMPSTER PAD AREAS.

C. MINIMUM OF 1.5 FOOT-CANDLES REQUIRED FOR ALL PAVED AREAS EXCLUDING 15' PERIMETER FROM EDGE OF PAVEMENT.

D. REQUIRED LIGHTING: A COMBINATION OF POLE LIGHTS, FLOOD LIGHTS WITH ARM AND WALL PACKS WILL BE USED. REFER TO ELECTRICAL SITE PLAN AND SHEET E2 FOR ADDITIONAL INFORMATION.

E. PLEASE NOTE THAT LIGHTING DESIGN AND LAYOUT SHOULD BE SITE SPECIFIC & MAY REQUIRE ADDITIONAL LIGHTING TO COMPLY WITH SITE DESIGN CONDITIONS. THEREFORE, MAKE PROVISIONS FOR MORE POLE LIGHTING WHEN A SPECIFIC SITE REQUIRES IT.

F. UNDERGROUND ELECTRICAL SHALL BE PROVIDED TO THE SITE LIGHT POLES.

G. WHERE LOCAL JURISDICTIONS DO NOT ALLOW DOLLAR GENERAL'S REQUIRED LIGHTING PLAN, AN ALTERNATE SITE LIGHTING PLAN & PHOTOMETRIC PLAN MUST BE SUBMITTED FOR APPROVAL TO THE DOLLAR GENERAL ARCHITECTURAL AND ENGINEERING DEPARTMENT.

H. PHOTOMETRIC SITE ANALYSIS AVAILABLE THROUGH DOLLAR GENERAL VENDOR, LEDS LLC.

I. DOLLAR GENERAL VENDOR PRICING FOR WALL PACKS OR POLE LIGHTING AVAILABLE FROM LEDS LLC.

J. SEE SHEET E2 FOR MORE INFORMATION.

K. VERIFY LOCAL DARK SKY REQUIREMENTS AND CONTACT VENDORS FOR APPROVED ALTERNATES IF REQUIRED.

1

REVISED ENTIRE SHEET FOR NEW SITE PHOTOMETRICS

- DUE TO CHANGING LIGHTING ORDINANCES IT IS THE CONTRACTORS RESPONSIBILITY TO SUBMIT THE SITE PHOTOMETRICS AND LUMINAIRE SPECS TO THE LOCAL INSPECTOR BEFORE ORDERING TO ENSURE THIS PLAN COMPLIES WITH LOCAL LIGHTING ORDINANCES.
- THIS LIGHTING DESIGN IS BASED ON INFORMATION SUPPLIED BY OTHERS. CHANGES IN ELECTRICAL SUPPLY, AREA GEOMETRY AND OBJECTS WITHIN THE LIGHTED AREA MAY PRODUCE ILLUMINATION VALUES DIFFERENT FROM THE PREDICTED RESULTS SHOWN ON THIS LAYOUT.
- THIS LAYOUT IS BASED ON .IES FILES THAT WERE LAB TESTED OR COMPUTER GENERATED. ACTUAL RESULTS MAY VARY.

C.L. Helt, Architect Inc.
1136 Greenwood Cliff
Charlotte, NC 28204
Ph. 704-342-1686
Fx. 704-343-0054
E-MAIL INFO@ CLHELT.COM

ARCHITECT'S PROJECT # 19032

Project : DOLLAR GENERAL
FOR
JMB INVESTMENT COMPANY, LLC
SPRING HILL ROAD
STAUNTON, VA
DESIGN BASED ON 2018 PROTOTYPE "C"

Sheet Description : **SITE LIGHTING PLAN**

Seal

ENGINEER OF RECORD:
J. CORBETT THOMASON, P.E.
2120 DILWORTH RD EAST
CHARLOTTE, NC 28203
PH (704) 333-1020
Corbett@CorbettEngineering.com

COMMONWEALTH OF VIRGINIA
JOHN CORBETT THOMASON
No. 038565
4-16-19
PROFESSIONAL ENGINEER
Corbett Thomason

Drawn By :
C. THOMASON

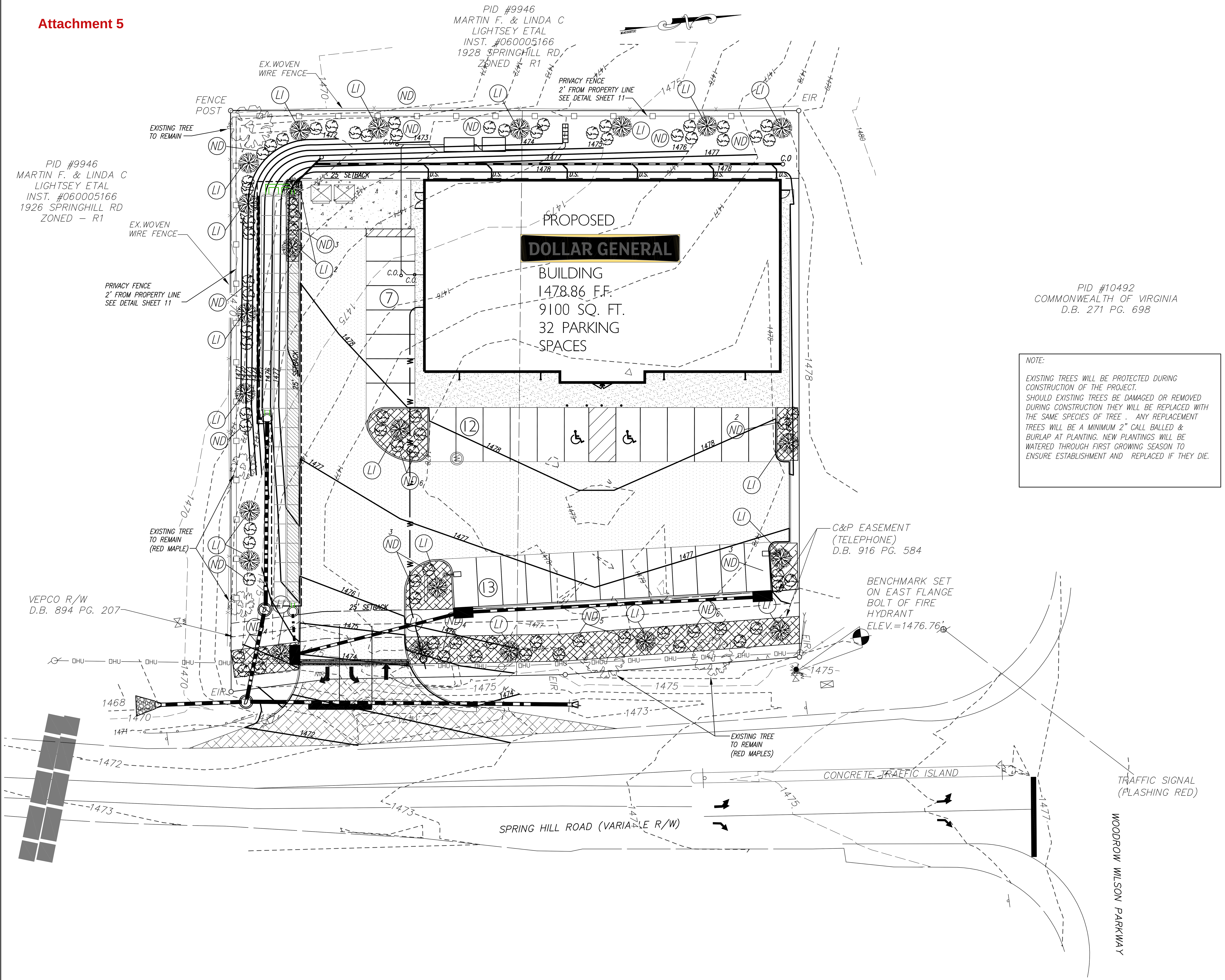
Checked By :
C. THOMASON

Revisions :
1 4/16/19 - COMMENTS
2
3
4

Date :
03/29/2019

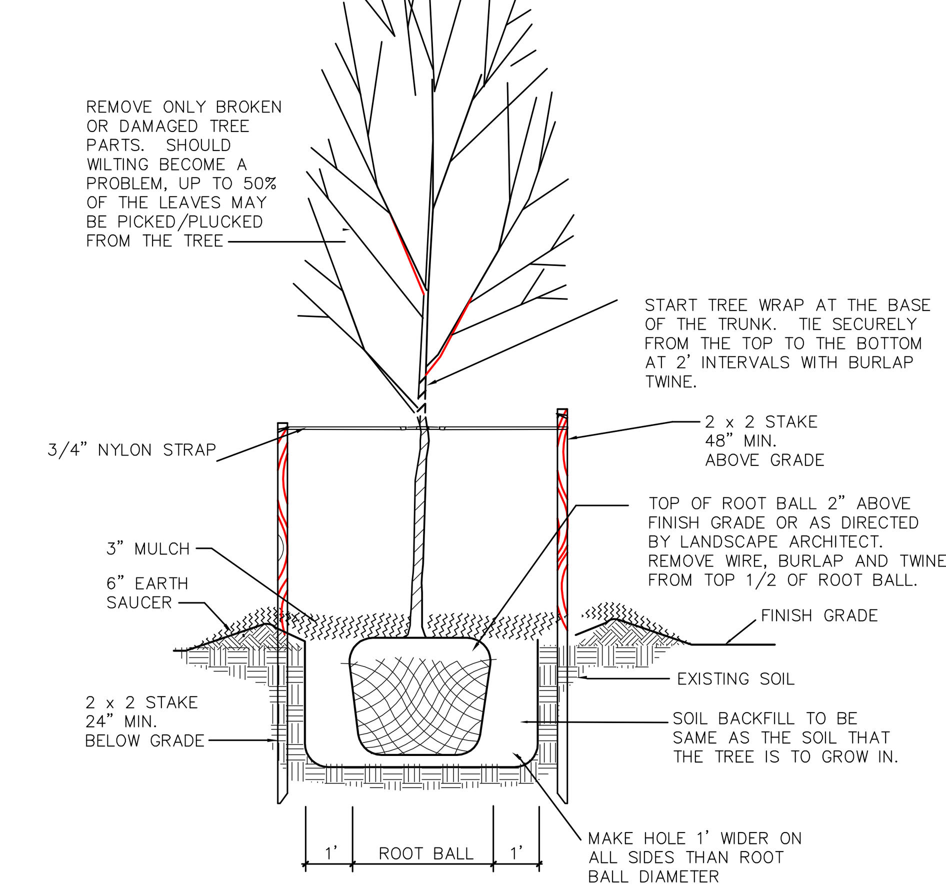
Sheet No.
ES1

Attachment 5



NOTE:

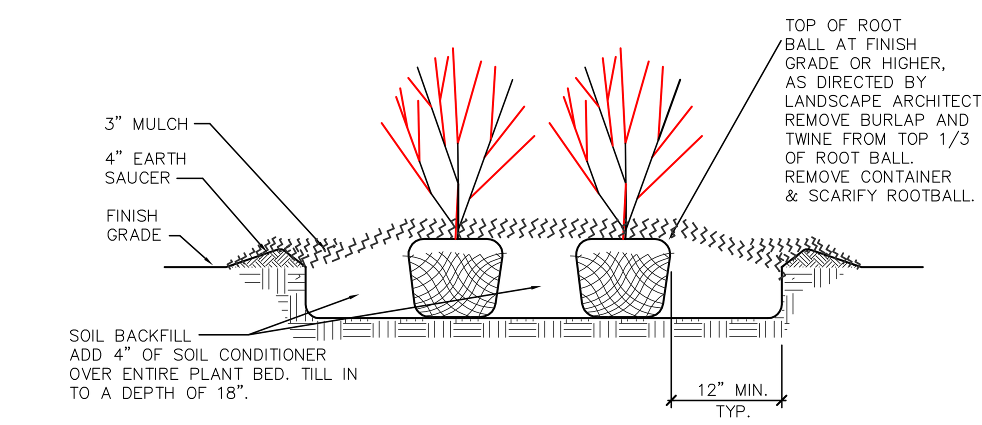
EXISTING TREES WILL BE PROTECTED DURING CONSTRUCTION OF THE PROJECT.
SHOULD EXISTING TREES BE DAMAGED OR REMOVED DURING CONSTRUCTION THEY WILL BE REPLACED WITH THE SAME SPECIES OF TREE . ANY REPLACEMENT TREES WILL BE A MINIMUM 2" CALL BALLED & BURLAP AT PLANTING. NEW PLANTINGS WILL BE WATERED THROUGH FIRST GROWING SEASON TO ENSURE ESTABLISHMENT AND REPLACED IF THEY DIE.



TREE PLANTING

TREES 2–1/2" CAL OR GREATER.
NO SCALE

NOTE:
1. STAKE TREE ONLY IF WIRE BASKET IS REMOVED AT PLANTING OR ROOT BALL IS TOO LIGHT WEIGHT TO HOLD TREE FIRMLY IN SOIL. DO NOT USE RUBBER HOSE AND ROPE OR WIRE FOR STAKING.
2. ALL TREES ARE TO BE NURSERY GROWN AND LOCALLY ADAPTED, BALL AND BURLAP (B&B) PREFERRED (CONTAINER TREES THAT MEET HT AND SPREAD REQUIREMENTS ARE ALLOWED WITH APPROVAL OF LANDSCAPE ARCHITECT.
3. REMOVE ALL TREATED OR PLASTIC-COATED BURLAP, STRAPPING, WIRE OR TWINE FROM ROOTBALL.
4. FOR CONTAINER GROWN TREES, CAREFULLY REMOVE THE PLANT FROM THE CONTAINER AND CUT ANY MATTED OR CIRCLING ROOTS.
5. WATER TREE AFTER PLANTING. FOR MULCH, USE PINE NEEDLES 4 INCHES DEEP (IN LANDSCAPE - 15 FEET AWAY FROM BUILDINGS) OR SEASONED MULCH 4 INCHES DEEP (WITHIN 15 FEET OF ALL BUILDINGS).
6. TREE WRAP IS REQUIRED ONLY WHERE SUN SCALD WILL OCCUR AT TREE TRUNK OR AS DIRECTED BY LANDSCAPE ARCHITECT..



TYPICAL SHRUB PLANTING IN BED

NO SCALE

LEGEND:

- EIP–EXISTING IRON
- NIP–NEW IRON PIN/PK NAIL
- C.P.–COMPUTED POINT
- EX R/W DISK
- R/W–RIGHT OF WAY
- OHE–OVERHEAD ELECTRIC
- PIN: TAX PARCEL ID. No.
- SIGN
- BOLLARD
- MAIL BOX
- TELEPHONE PEDESTAL
- ELECTRIC TRANSFORMER
- CABLE TELEVISION
- ELECTRIC METER
- LIGHT POLE
- WITNESS POST
- UTILITY POLE
- GUY POLE
- WATER VALVE
- GAS STORAGE VALVE
- WATER METER
- FIRE HYDRANT
- FIBER OPTICS
- ORNAMENTAL TREE OR SHRUB
- SANITARY SEWER CLEAN–OUT
- SANITARY SEWER MANHOLE
- STORM DRAIN INLET STRUCTURE (YIG)
- TANK FILL COVERS
- STORM DRAIN MANHOLE
- AIR CONDITIONER UNIT
- WELL
- —UT— UNDERGROUND TELEPHONE LINE
- —W— WATER LINE
- —UE— UNDERGROUND ELECTRIC LINE
- —GAS— GAS LINE
- —X— WOVEN WIRE FENCE LINE
- —OHU— OVERHEAD UTILITY LINES
- —OHE— OVERHEAD ELECTRIC LINES
- —SAN— SANITARY SEWER LINE
- CHAIN LINK FENCE
- UNDERGROUND FIBER OPTIC LINE
- M.B.L.–MINIMUM BUILDING LINE
- INST.#–INSTRUMENT NUMBER

MULCHING

PLANT LIST

	KEY	QTY	BOTANICAL NAME	COMMON NAME	ROOT	CAL	SIZE HT	SPACING	REMARKS
TREE									
	LI	60	LAGERSTOEMIA INDICA "TONTO"	TONTO CRAPE MYRTLE	B & B	2"	6' HT MIN	8' O.C.	MATCHED MULT-STEM

TOTAL OF 5 EXISTING TREES (RED MAPLES)

TOTAL OF 18 TREES

	KEY	QTY	BOTANICAL NAME	COMMON NAME	ROOT	CAL	SIZE HT	SPACING	REMARKS
SHRUB									
	ND	37	NANDIINA DOMESTICA 'FIRE POWER' DWARF NANDINA		15-18" HT. 18" MIN TIP TO TIP			3' O.C.	

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch = 20 ft.

LE&D PROFESSIONALS, P.C.
RIVER RUN EXECUTIVE OFFICES
SUITE-B
110 EXCHANGE STREET
DANVILLE, VA. 24541

N.C. LICENSE: # C-2577
V.A. LICENSE: # 0404-001401

PHONE NO. (434) 792-3680
FAX NO. (434) 792-3685
www.landeng.com

DOLLAR GENERAL- STAUNTON, VIRGINIA
JMB INVESTMENT COMPANY LLC.
STAUNTON, VIRGINIA

LANDSCAPING PLAN

COMMONWEALTH OF VIRGINIA
RYAN WILLIAM GATEWOOD
Lic. No. 055108
PROFESSIONAL ENGINEER

REVISIONS			
NO.	DATE	DESCRIPTION	BY

Sheet No. 10 of 19

Date: APRIL 11, 2019

Scale: 1"= 20'

Project No.

SCHAAD-STVA19\proj\dwg\F-STVA19-PLAN-1.dwg

Attachment 6

Charlie N. Bishop, Jr.
38 Woodlee Rd.
Staunton, VA 24401
April 18, 2019

Planning Commission
City of Staunton
City Hall
Staunton, VA 24401

Hand Delivered

Re: Dollar General Request
Springhill Road

Ladies and Gentlemen,

I am a lifelong resident of Staunton.

Since 1972, I have observed and, on numerous occasions, participated in Planning Commission and/or City Council sessions. Admittedly, it has been some years since I have done either. I cannot attend this evening, but am submitting the following:

Based on my understanding of this request, I wish to declare my strenuous objection to granting it. This is a prime example of why this body is involved in the process. Without belaboring all the issues, this request needs to be denied on at least light pollution, increased traffic danger, aesthetics, negative impact on a pastoral area and general inappropriateness.

In my experience, I cannot point out a request that is more deserving of denial.

Thank you for your consideration.

Respectfully,

Charles N. Bishop, Jr.

Attachment 7

Petition AGAINST allowing Special Use Permit for the Use of 1930 and 1932 Springhill Rd in Staunton for conducting retail business (Dollar General)

Head L 1821 Orchard Lane Staunton

Email peach.kehuse@yahoo.com

Milesh M Patel Nilesh8231@gmail.com.

Dave Copper 1603 Ridgeway Dr., Staunton, Va 24401
davecinthewoods@gmail.com

Pam Gibson 74 Heizers Tanyard Rd. Churchill
pgibson93@gmail.com

Royce Gibson 74 Heizers Tanyard Rd.
roycegibson@gmail.com

Robert Whitescarver 120 Trimbles Mill Rd Swoope, VA

Jennifer J. Trippeer 1648 Wickham Lane, Waynesboro VA 22980
niferanne@gmail.com

Carol Turrentine 823 Wagon Shop Middlebrook, VA

Jonathan Horn 823 Wagon Shop 24459 24459

Jeff Biby 26 Dover St Staunton, VA. 24401

Jennifer Lewis 113 Ins Dr, W'boro 22980

Pat Clark 130 W. Beverly St Apt 5 Staunton Va 24401

Deane Kowal 224 Kaolen Spring Ln Greenville

[illegible] Kowal 224 Kaolen Spring Ln Greenville 24440

Abi Brand 83 Hull Hills Ln Staunton VA 24401

Laura Doyle 74 Spottswood Road Greenville, VA 24440

Donna Gee 102 Lee Street Staunton VA 24401

ALLSON WHITE 6945 LIVINGTON WAY VIERA FL 32940

Candy Neff 3302 Morris Mill Staunton VA 24401

Amanda Sipe 925 Washington Ave W'Boro VA 22[illegible]

Jeanne Hoffman 120 Trimbles Mill Rd. Swoope VA

Jennifer Kitchen 138 Fairmont Dr Staunton 24401
Anne Hunter 809 N. Braeburn Pl. Staunton, VA 24401
Don Blume 497 FIDDLEHEAD LA., HINTON, VA 22831
Lyle Ahl Di 103 Taylor St. Staunton, VA 24401
[illegible] " " " "
Faith Kearse 2435 Shutterlee Mill Rd Staunton 24401
Matt Garland 2435 Shutterlee Mill Rd Staunton 24401
Mark Hillyer 100 Waverley Dr C-2 Waynesboro 22980
Amanda N Imhuller 37 Canterlee Lane Staunton 24401
NANCY BERG 141 HUNTINGTON PLACE WAYNESBORO 22980
Jordan Fust 333 Lake rd Stuarts Draft, VA
Elicki Nikow Waynesboro VA 22980
Steve Kasdan Waynesboro Va 22980
Robert Horowitz Waynesboro, VA 22980
[illegible] Waynesboro VA 22980
Phyllis Rosen 2425 Spring Hill Rd Staunton 22401
Chris Rini 74 Old White Bridge Rd. Waynesboro, VA 22980
Ken Hearst 1429 Moffett Branch, Churchville 24421
FRANK CARLEY 508 CHATOMA LN 22980
DYlan Morrison 508 Ellendin AVe Staunton, VA 24401
LEE MARTIN 13638 CRABTREE FALLS HWY MONTEBELLO 24464
Georgi Tomisato 624 Moffett Branch Rd Churchville, VA 24421
Stevent Henning 7 Parksville Rd Plsnt Valley NY 12569

Disallow for the use of 1930 & 1932 Springhill Road for the conducting of Retail Business

Name	Address
Steven A. Blehm	1878 Springhill Rd
Shirley Humphreys	1912 Springhill Rd
Donna K. Andes	1910 Springhill Rd.
[illegible]	1906 Springhill Rd.
(646)251-3128 Linda Shallash	1908 Springhill lshallash@hotmail.com
David & Jane Cangalosi	1872B Springhill Rd.
Sarah Blehm	1878 Springhill Rd
Fred Andes	1910 Springhill Rd
Sharon Lanum	
Phillip Lanum	
Robert Baldyga	1864A Springhill Rd
Martha Urchart	1902 Springhill Rd
SHARON / Mike Radoin	1858 Springhill Road

Attachment 8

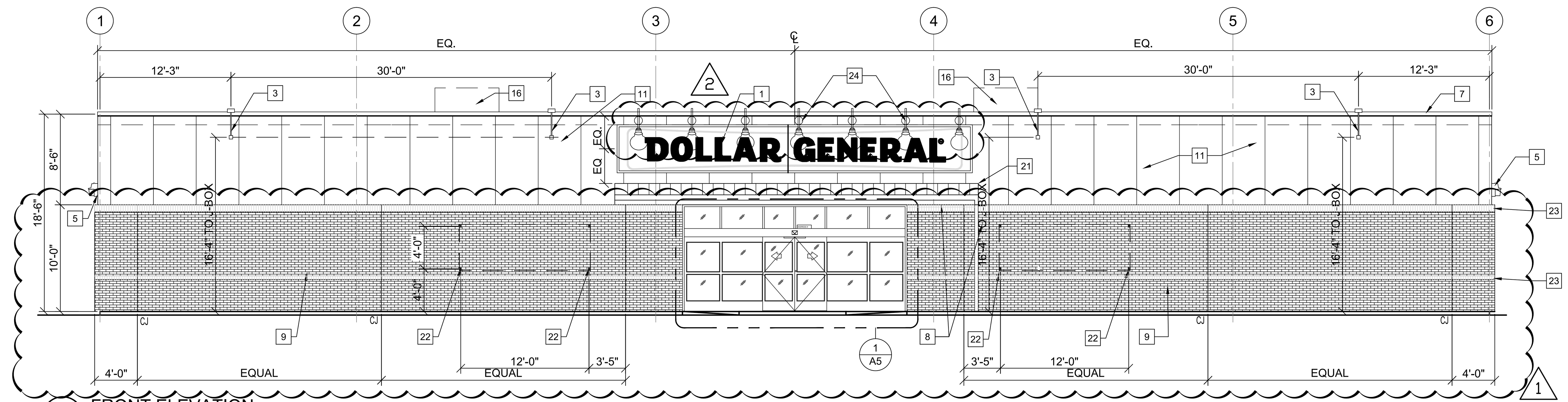
PRE-ENGINEERED METAL BUILDING VENDOR	VP BUILDINGS ATTN: DAVID ENGLISH (901) 748-6103					STAR BUILDING SYSTEMS ATTN: RODNEY BURT (800) 879-7827					NUCOR BUILDING SYSTEMS ATTN: BOB BARRY (315) 622-4440 (260) 837-7891					BIG BEE STEEL BUILDINGS, INC. ATTN: KEVIN BUSLER (800) 633-3378					CHIEF BUILDINGS ATTN: ERIN SULLIVAN (308) 385-4628 (308) 390-8199				
EXTERIOR FINISHES EXTERIOR FINISHES ARE TO MATCH OR BE EQUAL TO VP METAL BUILDING SYSTEM'S FINISH SELECTION.	COOL EGYPTIAN WHITE	COOL DARK BRONZE	BRONZE	COOL COTTON WHITE	GALVALUME	LIGHTSTONE	MEDIUM BRONZE KYNAR 500	BRONZE	POLAR WHITE	GALVALUME	LIGHTSTONE	MEDIUM BRONZE KYNAR 500	BRONZE	POLAR WHITE	GALVALUME	SANDSTONE	BURNISHED SLATE	BRONZE	POLAR WHITE	GALVALUME	PARCHMENT	ANTIQUE BRONZE	BRONZE	POLAR WHITE	GALVALUME
GUTTERS	●					●					●					●					●				
DOWN SPOUTS	●					●					●					●					●				
SIDE AND REAR METAL WALL PANELS & TRIM, RECEIVING & EMERGENCY EXIT DOORS (EXTERIOR OF DOORS TO BE PAINTED, REFER TO DOOR SCHEDULE)	●					●					●					●					●				
BRICK VENEER	TO BE SELECTED BY OWNER AND APPROVED BY DOLLAR GENERAL																								
BRICK ROWLOCK COURSE	TO BE SELECTED BY OWNER AND APPROVED BY DOLLAR GENERAL																								
BRICK SOLDIER COURSE	TO BE SELECTED BY OWNER AND APPROVED BY DOLLAR GENERAL																								
FLAT METAL SOFFIT AT STOREFRONT VESTIBULE AREA				●					●					●					●					●	
BUILDING PARAPET WALL AND CANOPY		●					●					●					●					●			
STOREFRONT SYSTEM			●					●					●					●					●		
STANDING SEAM METAL ROOF PANELS AND BUILDING PARAPET AT ROOF SIDE					●					●					●					●					●
LINER PANELS (INTERIOR SALES AND RECEIVING FLOOR)				●					●					●					●					●	

1 2

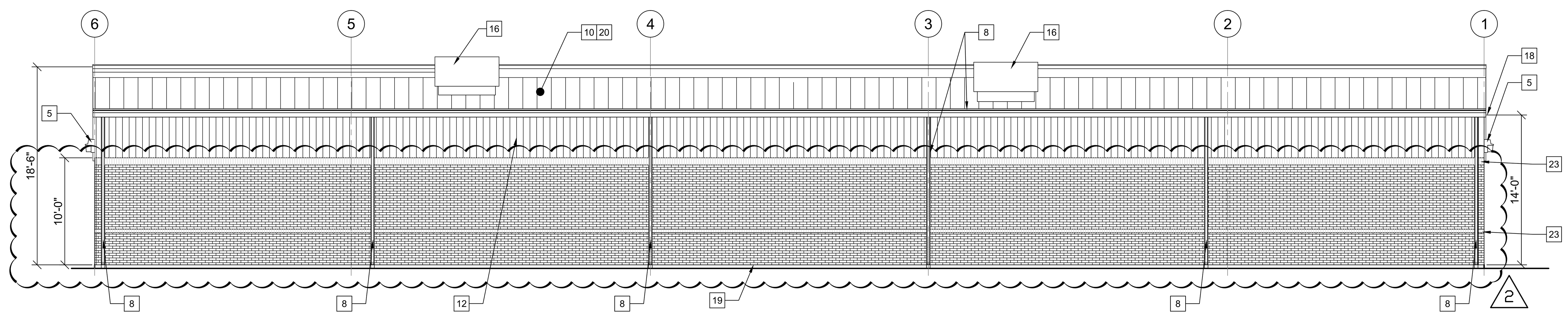
NOTE:
1. REFER TO SHEET T-1 FOR ADDITIONAL INFORMATION ON RECOMMENDED NATIONAL ACCOUNT VENDORS.
2. NATIONAL ACCOUNT AND CONTACT INFORMATION SUBJECT TO CHANGE.

ELEVATION KEYED NOTES

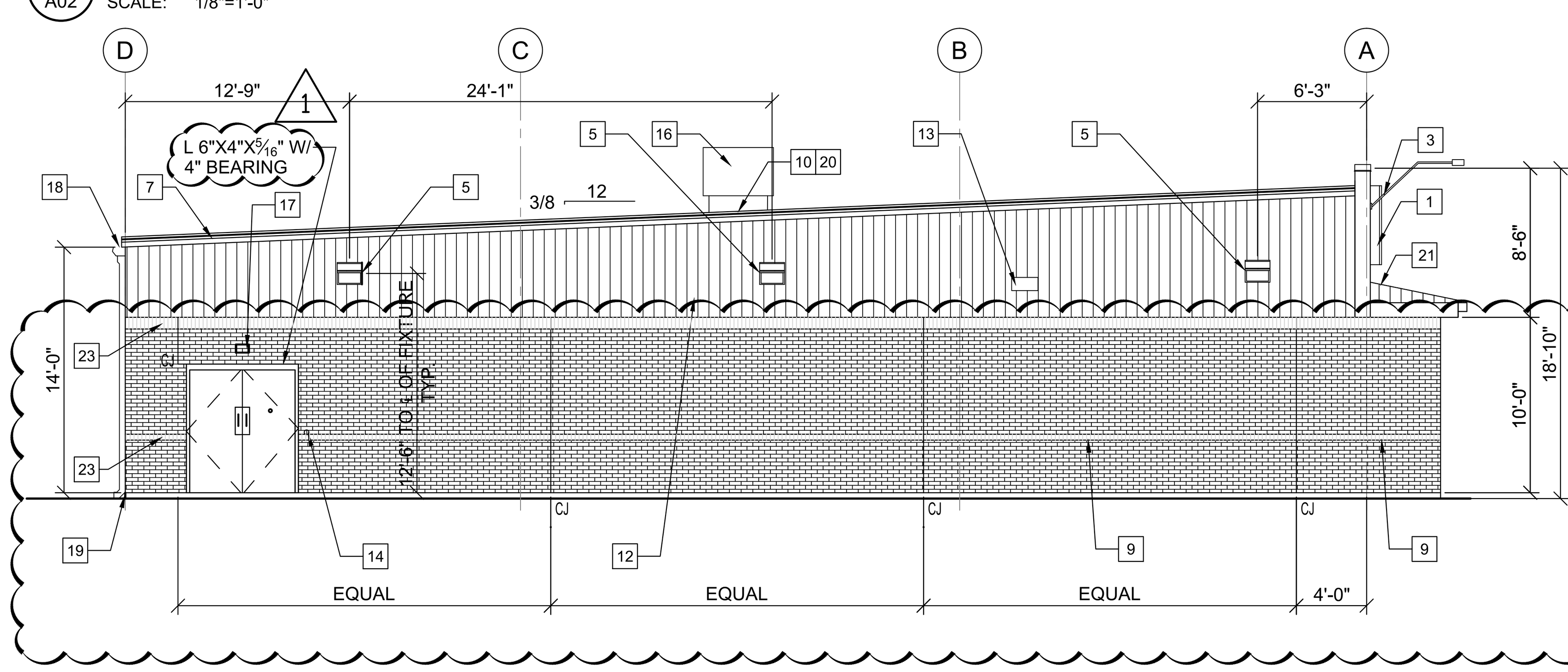
1. SIGN FURNISHED AND INSTALLED BY DOLLAR GENERAL CORP. WITH CIRCUIT AS NOTED ON ELECTRICAL PLAN. COORDINATE LOCATION OF SIGN W/ D.G. PM. CONTRACTOR IS TO PROVIDE ADEQUATE BLOCKING AS REQUIRED BY SIGN MANUFACTURER TO SUPPORT SIGN WEIGHT OF UP TO 1,400 LBS. EXTERIOR CANOPY SIGN SHALL BE SUPPORTED BY THE FACE OF THE CANOPY. COORDINATE THE PROPER SIGNAGE TO BE USED WITH DOLLAR GENERAL.
2. NOT USED.
3. FLOOD LIGHT. REFER TO ELEC. DRAWINGS FOR ADDITIONAL INFO.
4. NOT USED.
5. WALL PACK. REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
6. NOT USED.
7. TRIM - SEE EXTERIOR FINISH SCHEDULE FOR COLOR.
8. GUTTER AND DOWNSPOUT - SEE EXTERIOR FINISH SCHEDULE FOR COLOR.
9. BRICK VENEER MANUFACTURER AND COLOR SELECTED BY OWNER.
10. STANDING SEAM METAL ROOF.
11. PRE-FINISHED METAL WALL PANELS FOR THE FASCIA AND PARAPET OVER THE ENTRANCE. REVERSE RIB PROFILE .
12. PRE-FINISHED METAL WALL PANELS FOR THE SIDE AND REAR OF THE BUILDING. PROVIDE TAMPER-RESISTANT FASTENERS FOR BOTTOM 8'-0".
13. VENT FOR BATHROOM EXHAUST. REFER TO MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION.
14. DOOR BUZZER. REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
15. NOT USED.
16. HVAC UNITS MOUNTED ON ROOF. REFER TO MECHANICAL DRAWINGS FOR MORE INFORMATION.
17. OUTSIDE AIR TEMP. SENSOR MOUNTED OVER RECEIVING DOORS @ 8'-0" A.F.F.
18. MINIMUM EAVE HEIGHT IS 14'-0" A.F.F.
19. FINISHED GRADE AT EXTERIOR WALLS SHALL BE A MINIMUM OF 6" BELOW FINISHED FLOOR AT ALL NON PAVED AREAS.
20. IN NORTHERN CLIMATES, PROVIDE SNOW GUARDS ON ROOF PER LOCAL CODE AND ZONE 4 AND ABOVE CLIMATE.
21. METAL CANOPY BY PRE-ENGINEERED METAL BUILDING MANUFACTURER.
22. 1/2" DIAMETER x 6" LONG STAINLESS STEEL EYE BOLTS (CLOSED) WITH 1" DIAMETER OPENINGS. DRILL AND EPOXY INTO BLOCK WALL. 4 BOLTS TO BE LOCATED AS SHOWN EACH SIDE OF ENTRY, TOTAL OF 8 BOLTS.
23. BRICK SOLIDER COURSE AND ROWLOCK COURSE MANUFACTURER AND COLOR SELECTED BY OWNER.
24. GOOSE NECK LIGHT FIXTURE FOR SIGNAGE



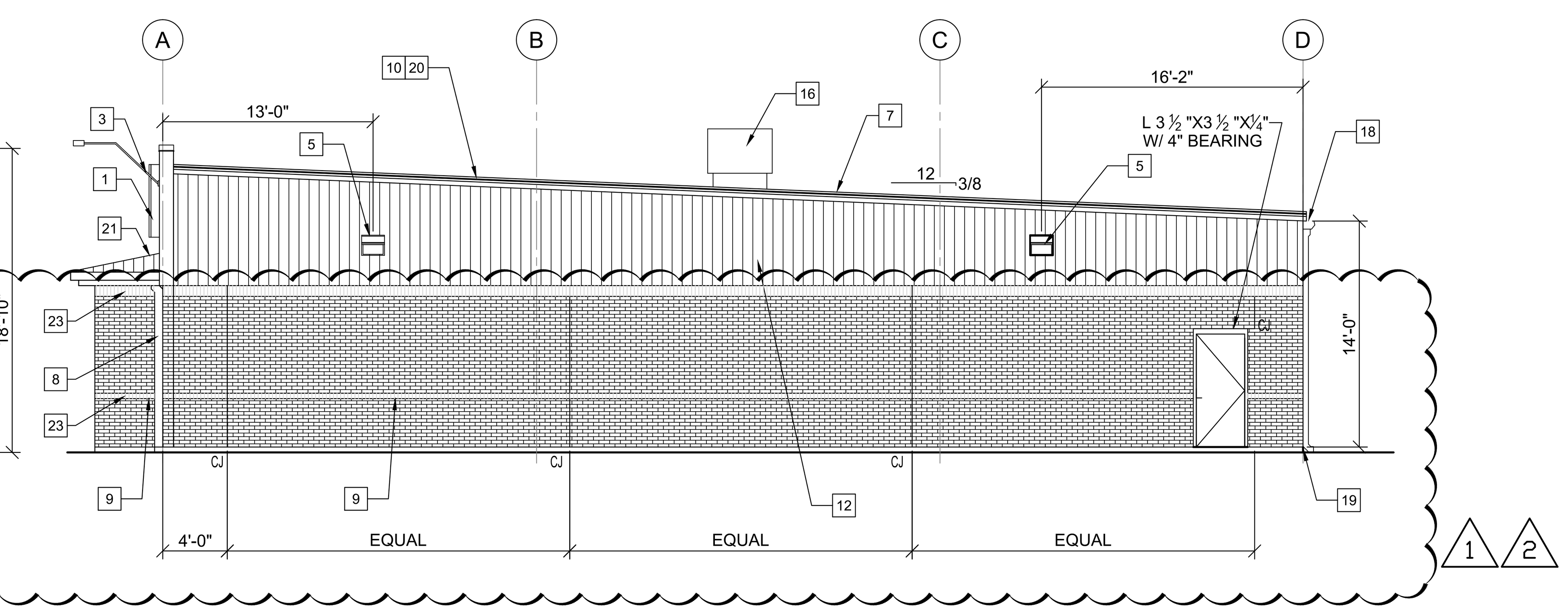
1 A02 FRONT ELEVATION
SCALE: 1/8"=1'-0"



2 A02 REAR ELEVATION
SCALE: 1/8"=1'-0"



3 A02 LEFT ELEVATION
SCALE: 1/8"=1'-0"



4 A02 RIGHT ELEVATION
SCALE: 1/8"=1'-0"

C.L. Helt, Architect Inc.
1136 Greenwood Cliff
Charlotte, NC 28204
Ph. 704-342-1686
Fx. 704-343-0054
E-MAIL INFO@ CLHELT.COM

ARCHITECT'S PROJECT # 19032

Project : DOLLAR GENERAL FOR JMB INVESTMENT COMPANY, LLC
SPRING HILL ROAD
STAUNTON, VA
DESIGN BASED ON 2018 PROTOTYPE "C"

Sheet Description : EXTERIOR ELEVATIONS

Seal
TIMOTHY JOHNSTON
Lic No. 0401016085
ARCHITECT
04/26/2019

Drawn By : B. WOODS

Checked By : D. MYERS

Revisions :
1 04-16-19 ZONING COMMENTS
2
3
4

Date : 03/29/2019

Sheet No. A02


DOLLAR GENERAL

CITY COUNCIL **AGENDA BRIEFING**

Staunton, VA

Meeting Date:	**May 9, 2019**	**Staff Members:** **Rodney Rhodes** **Tim Hartless**
Item #	**B**	
Ordinance #		
Department:	**Community Development — Planning and Zoning**	
Council Vision:	**Built Environment**	
Subject:	**Public Hearing and Consideration of a Request by Victor A. Meyer, Belvedere Group LLC, to Amend Section 18.55.030(4), Maximum Lot Coverage, of Chapter 18.55, B-1, Local Business, of Title 18, Zoning, of the Staunton City Code.**	

Background: Victor A Meyer, Belvedere Group LLC, has requested an amendment to Section 18.55.030(4), Maximum Lot Coverage, of the B-1, Local Business District regulations of the Zoning Code. The amendment would increase the maximum building lot coverage allowed within the district from 35% to 50%. Mr. Meyer purchased the former Marino's Lunch, located at 901 North Augusta Street, and plans to reopen the restaurant. As part of the project, Mr. Meyer plans to construct a small addition to the building to increase the size of the kitchen. The property is nonconforming to the maximum lot coverage requirement as the existing restaurant and residence cover approximately 40% of the lot. Therefore, staff is not able to approve a permit for the addition.

Review: Staff has conducted a review of the proposed amendment, during which it did not identify any issues. Staff contacted several nearby cities in order to compare lot coverage restrictions. The following information was obtained:

> Lexington – The city does not stipulate a maximum lot coverage in the zoning ordinance. Minimum setbacks, off-street parking requirements and

landscape buffers achieve open space needs. Minimum setback requirements are:

Front – 30 feet
Side – 30 feet
Rear – 30 feet

Lexington has a 10-foot landscape buffer requirement for businesses adjoining residential property. The buffer is part of the setback.

Harrisonburg – The city does not have a maximum lot coverage restriction; however, the zoning code requires greater setbacks for business districts when they abut residential districts which reduces the buildable area of the lot and provides more open space. Minimum required setbacks are:

Front – 30 feet
Side – 10 feet residential
Side – 0 feet business
Rear – 30 feet

Waynesboro – The city has a maximum lot coverage of 75% in its Local Business District. The lot coverage includes structures, parking lots and other impervious areas.

It appears that the Staunton Zoning Code is more restrictive than the other jurisdictions.

The Table below shows the different Area Regulations for R-3 Medium Density Residential and R-4 High Density Residential, B-1 Local Business, and B-2 General Business Districts.

Area Regulations			
	R-3 and R-4	**B-1 Local Business**	**B-2 General Business**
Minimum Setback			
Front	25 feet	20 feet	5 feet
Side			0 feet
	20 total – one story	25 feet from residential	
	12 each – more than one story	0 feet from business	
Rear	25 feet	25 feet from residential	0
		0 feet from business	
Max Lot Coverage	30%	35%	1 to 6 stories - 100% 7 to 12 - 95% 13 to 16 - 90% 17 and over - 85%

The B-1 District acts as a buffer between the more intensive uses of the B-2 District and the less intensive uses of residential districts. Therefore, it is reasonable to allow a greater lot coverage in the B-1 District than is allowed in residential areas when at the same time limiting the coverage to less than what is permitted in a General Business District. Generally, commercial buildings in Staunton do not exceed six stories. Therefore, the typical lot coverage allowed in the B-2 District is 100%. The 50% limit proposed for the B-1 District creates a step-down approach to intensity of use as you transition from the B-2 District, to the B-1 District and then to the residential districts.

Planning Commission Recommendation: At its meeting of April 18, 2019, the Planning Commission held a public hearing on the matter. Several people spoke in favor of the request. No one spoke in opposition to the amendment. On a 5-0 vote, the Commission voted unanimously to recommend approval of the amendment, concurring with staff's recommendation.

Attachments:
Attachment 1—Application and Documents Supplied by the Applicant
Attachment 2—Ordinance

Suggested Motion (to be made after the public hearing is conducted): I move that Council approve the amendment and adopt the ordinance, as presented, amending Chapter 18.55.030(4), Area Regulations, Maximum Lot Coverage, of Title 18, Zoning, as recommended by the Planning Commission.

City Manager: Stephen F. Owen

Attachment 1

STAUNTON™
VIRGINIA

Applicant: Victor A. Meyer (The Belvidere Group LLC) **Date**: 14 Mar. 2019

Present Zoning Regulation:

Chapter 18.55
B-1 LOCAL BUSINESS DISTRICT
18.55.030 Area regulations.
The following requirements shall apply to all uses permitted in this district:
(4) Maximum Lot Coverage. No building or buildings shall cover more than 35 percent of the lot area. (Zoning ordinance Art. 4, §)

Proposed Zoning Amendment:

Chapter 18.55
B-1 LOCAL BUSINESS DISTRICT
18.55.030 Area regulations.
The following requirements shall apply to all uses permitted in this district:
(4) Maximum Lot Coverage. No building or buildings shall cover more than 50 percent of the lot area. (Zoning ordinance Art. 4, § 8).

Purpose of Request:

To permit restoration and refurbishment of Marino's Lunch (901 N. Augusta St., Staunton, VA 24467); more specifically to facilitate compliance with 2012 Virginia Rehabilitation Code. This includes fire safety improvements to the kitchen and changes to comply with the aspects of the Americans with Disability Act of 1990, including provision of a fully compliant restroom(s).

Ordinance Provided ☒ Yes ☐ No **(Please Provide An Electronic Copy of Proposed Ordinance)**

Fee Paid ($250.00) ☒ Yes ☐ No

Signature of Applicant: Victor Meyer
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)

FRAZIER
ASSOCIATES

Date: 4/1/19
Job Number: 2019-0011

Job Name: **Marino's Lunch**
#901 and #903 N. Augusta Street
Staunton, VA

RE: Preliminary Information in Advance of the April Planning Commission Meeting:

This information is being provided for the City of Staunton staff review meeting prior to the Planning Commission Meeting that will be held 4/18/19. At the meeting, the increase of the Maximum Lot Coverage requirement from 35% to 50% for B-1 Local Business District in the Staunton Zoning Ordinance will be considered. The Marino's Lunch project is seeking to support this change to allow an upcoming project to conform with the Ordinance.

1. Reasons for expansion of the building
Marino's Lunch is generally recognized as aunique establishment that serves as the central gathering spot in the community for traditional music performance and appreciation.

The current kitchen is not safe and is too small to be commercially viable. There is not enough space for food storage and refrigeration. The proposed addition will include an expanded commercial kitchen as needed for a successful food service operation.

The project seeks to preserve the tradition and historic integrity of Marino's Lunch. Accommodating an expanded kitchen within the existing building would have a negative impact on import characteristics of the building and its commercial viability.

2. Preliminary Lot Coverage Calculations (refer to attached site plan):

Existing Lot Area = 60.8 feet X 85.29 feet = 5,186 SF

Existing Restaurant Area = 1,198 SF
Existing House (1st floor) Area = 901 SF
Total lot coverage = 2,099 SF

Proposed Addition Area = 12 feet X 20 feet = 240 SF

Existing Lot Coverage = 2,099 SF/5,186 SF = 40%
Proposed Lot Coverage = 2,399SF/5,186 SF = 45%

213 N. Augusta St., Staunton, VA 24401 Tel: 540-886-6230 FAX: 540-886-8629
e-mail: info@frazierassociates.com

Frazier
Associates

213 N. Augusta St., Staunton, VA 24401 Tel: 540-886-6230 FAX: 540-886-8629
e-mail: info@frazierassociates.com

Marino's Lunch
901 N. Augusta St.
Staunton, VA 24401

18 Apr. 2019

Proposal to City of Staunton Planning Commission for Ordinance Text Change

Prepared and submitted by:

Victor A. Meyer
The Belvidere Group LLC
705 Knightly Lane
Mount Sidney VA 24467
Owner / Operator

Carter Green
Frazier Associates LLC
213 N. Augusta St.
Staunton. VA 24401
Project Architect

Marino's Lunch
901 N. Augusta St.
Staunton, VA 24401

18 Apr. 2019

Background

Marino's Lunch and the adjacent residence were purchased in Oct. 2018 by Victor and Nathalie Meyer. The Belvidere Group LLC is 100% service-disabled veteran-owned.

Vision

The vision for restoring and refurbishing Marino's Lunch project is a personal mission to:

- ***Continue*** Marino's Lunch as an historic Staunton institution in the tradition in which it was established and operated by the Marino Family
- ***Preserve*** and honor their legacy by ensuring that Marino's Lunch remains a venue where people from all walks of life can gather and listen to original music
- ***Serve*** the community by returning Marino's Lunch to its important place in the cultural fabric of Staunton
- ***Support*** the performance of authentic and traditional music in the Shenandoah Valley
- ***Realize*** the dream of preserving Marino's for future generations

Problem Statement

The current Marino's Lunch kitchen is not safe and is too small to be commercially viable. There is not enough space for food preparation and storage, or refrigeration. The proposed addition will provide space for an expanded commercial kitchen as required for a successful food service operation. The current Lot Coverage of the combined Marino's Lunch restaurant and adjacent residence is 40% comprising an existing non-conforming use, preventing further expansion.

The project seeks to preserve the tradition and historic integrity of Marino's Lunch. Accommodating an expanded kitchen within the existing building would have a highly negative impact on important characteristics of the building and negatively affect its future commercial viability.

Solution

The Marino's Lunch project is seeking an increase of the Maximum Lot Coverage requirement from 35% to 50% for B-1 Local Business District in the Staunton Zoning Ordinance. The Marino's Lunch project is seeking to support this change to allow the planned upgrade to conform with the Ordinance.

Detailed Rationale

- The current kitchen is not safe and cannot be made entirely safe in its current location
    - Distance between the opposing work surfaces is only 24 in. compared to at least 36 in. in a standard commercial kitchen
    - There is no existing hood or space for a hood which would incorporate fire suppression
    - The kitchen work area is extremely hot; there are no air conditioning ventilation ducts

- Existing kitchen is not commercially viable
    - There is no space for refrigeration or food storage
    - There is insufficient space for a commercial standard oven or fryer
    - There is insufficient space for hygiene (dishwashing) equipment
    - Space is so constrained that it would severely limit restaurant turnover and menu choices

Fig. 1 Marino's Lunch Existing Kitchen

- There is no other viable kitchen location than the proposed extension location
    - Extension off the rear of the restaurant violates minimum setback with Mr. P. Monaco's property. The end of restaurant is only 21 ft. from the adjacent property line.
    - If the existing kitchen were to be expanded in place, it would:
        - Force the removal of one of the restrooms in order to install an ADA compliant restroom
        - Force a material reduction of the rear dining area which is the traditional playing area and is popular amongst musicians and patrons
        - Still not permit addition of necessary health and safety modifications
    - There is currently no mop sink (which is required to be located separately from food preparation areas). The proposed design would permit this to be located adjacent to one of the restrooms.

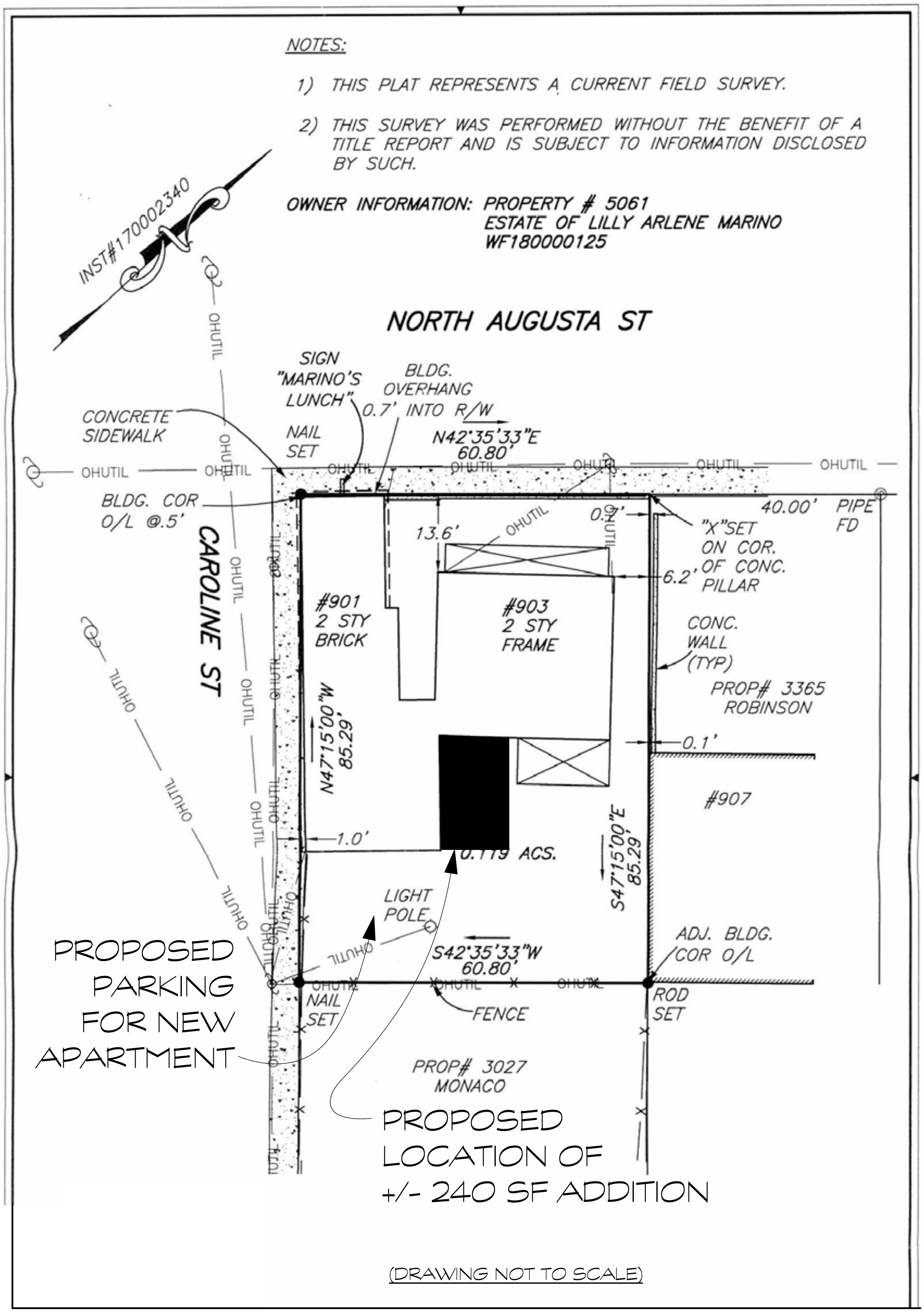
Fig. 2. Exterior View of Proposed Kitchen Location

Figs. 3 and 4. Interior Views of Rear Dining and Traditional Playing Area

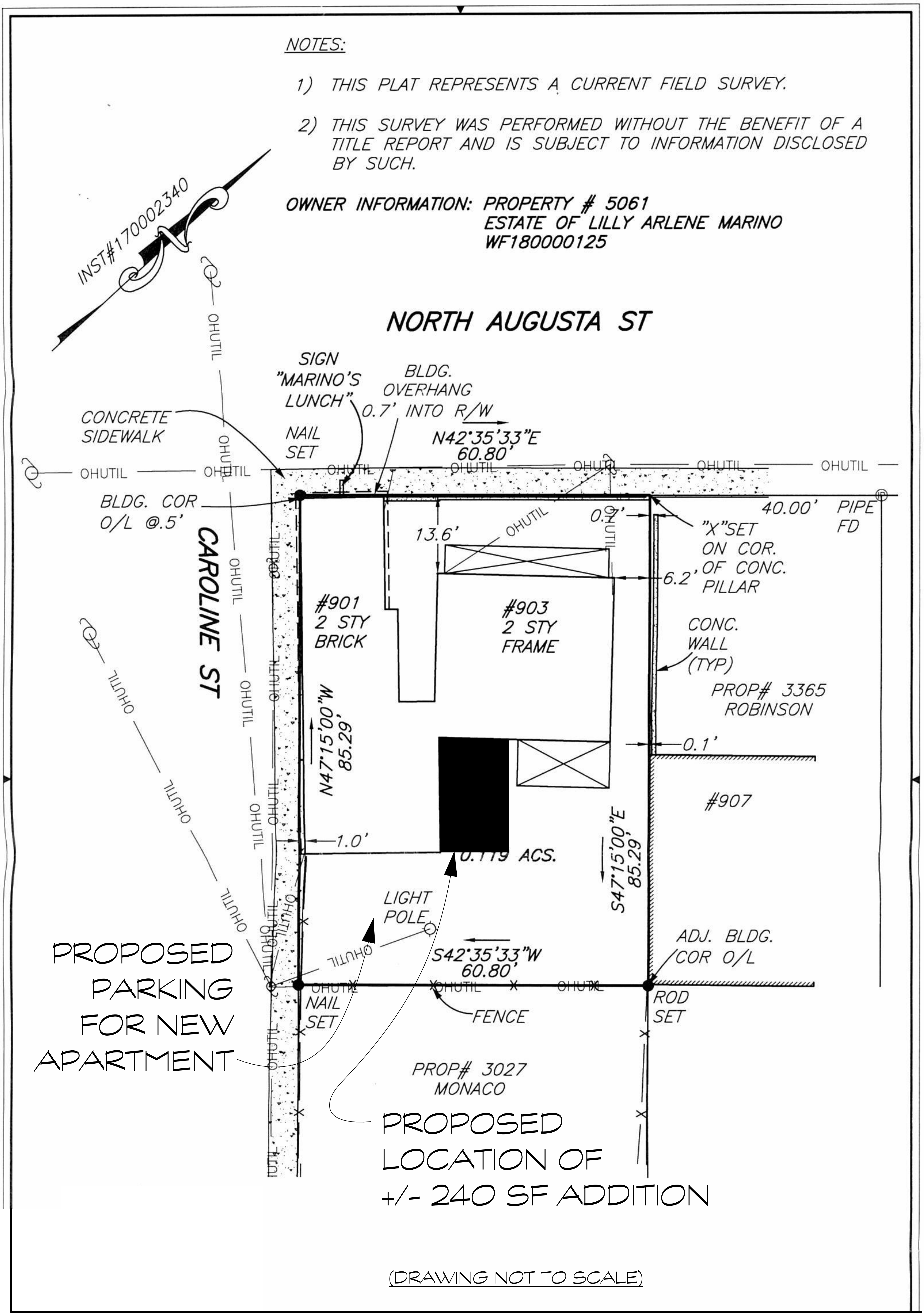
- Other then the kitchen code and safety, and commercial viability, the design as proposed has certain other benefits
    - It allows for two bathrooms, and the addition of a mop sink and fully ADA compliant bathroom.
    - It allows the addition of a third exit
    - **It helps preserve the traditional layout of Marino's Lunch and in doing so conserves its historical integrity**

Marino's Lunch
901 N. Augusta St.
Staunton, VA 24401

18 Apr. 2019



Appendix 1


NOTES:
1) THIS PLAT REPRESENTS A CURRENT FIELD SURVEY.
2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO INFORMATION DISCLOSED BY SUCH.
OWNER INFORMATION: PROPERTY # 5061
ESTATE OF LILLY ARLENE MARINO
WF180000125
INST#170002340
NORTH AUGUSTA ST
SIGN "MARINO'S LUNCH"
BLDG. OVERHANG 0.7' INTO R/W
CONCRETE SIDEWALK
NAIL SET
N42°35'33"E 60.80'
OHUTIL
BLDG. COR O/L @.5'
CAROLINE ST
13.6'
0.7'
40.00'
PIPE FD
"X"SET ON COR. OF CONC. PILLAR
6.2'
#901 2 STY BRICK
#903 2 STY FRAME
CONC. WALL (TYP)
PROP# 3365 ROBINSON
0.1'
N47°15'00"W 85.29'
#907
1.0'
0.119 ACS.
S47°15'00"E 85.29'
LIGHT POLE
S42°35'33"W 60.80'
ADJ. BLDG. COR O/L
PROPOSED PARKING FOR NEW APARTMENT
NAIL SET
FENCE
ROD SET
PROP# 3027 MONACO
PROPOSED LOCATION OF +/- 240 SF ADDITION
(DRAWING NOT TO SCALE)

Chapter 18.55
B-1 LOCAL BUSINESS DISTRICT

Sections:

18.55.010 General description.

18.55.020 Uses permitted.

18.55.030 Area regulations.

18.55.040 Height regulations.

18.55.050 Off-street parking.

18.55.060 Uses permitted on review.

18.55.010 General description.

These districts are composed of land and structures occupied by or suitable for furnishing the retail goods, such as groceries and drugs, and the services, such as barbering and shoe repairing, to satisfy the daily household needs of the surrounding residential neighborhoods. Often located on one or more thoroughfares, these districts are small and are within convenient walking distance of most of the areas they will serve. The district regulations are designed to permit the development of the districts for their purpose and to protect the abutting and surrounding residential areas by requiring certain minimum yard and area standards to be met, standards that are comparable to those called for in residence districts. It is intended that additional local business districts will be created, in accordance with the amendment procedure set forth herein, as they are needed to serve new residential areas. (Zoning ordinance Art. 4, § 8).

18.55.020 Uses permitted.

The following uses shall be permitted in the B-1 local business district:

(1) Living and/or sleeping quarters shall be a permitted use when constructed above the ground and basement floors. No living and/or sleeping quarters shall be permitted in any detached accessory building or structure on the same lot to the rear of any other building.

(2) Auction houses.

(3) Veterinary establishments; provided, that all animals shall be kept inside sound proof air-conditioned buildings.

(4) Banks.

(5) Bakeries employing not more than five persons and when products are sold only at retail on the

premises.

(6) Barbershops, beauty parlors, chiropody, massages, or similar personal service shops.

(7) Catering and delicatessen business.

(8) Churches.

(9) Clubs andlodges.

(10) Custom dressmaking, millinery, tailoring or similar retail trades employing not more than five persons on the premises.

(11) Drugstore.

(12) Automobile service establishments including gasoline service stations and automatic car-washing establishments.

(13) Eating and drinking establishments.

(14) Food stores, fruit or vegetable stands.

(15) Funeral homes.

(16) Garden centers, greenhouses, and nurseries.

(17) Laundry and/or cleaning pick-up station, or self-service laundry and dry cleaning.

(18) Milk distribution stations, but not involving any bottling on the premises.

(19) Monument sales.

(20) Motels, motor courts and hotels.

(21) Offices, business or professional only.

(22) Personal or business service establishments.

(23) Pet shops.

(24) Public buildings and ground other than elementary and high schools.

(25) Prefabricated and shell house sales.

(26) Restaurants, tea rooms, drive-in eating stands.

(27) Shops for repair of bicycles, shoes, watches, locks, electrical equipment, or other similar commodities employing not more than five persons on the premises and not involving the conduct

of any manufacturing on the premises.

(28) Accessory buildings and uses customarily incidental to permitted uses not otherwise prohibited in this district which comply with Chapter 18.110 SCC.

(29) No wholesale or jobbing shall be carried on, and no merchandise shall be stored other than that to be sold at retail on the premises; provided, further, that not more than 30 percent of the floor area of any building shall be devoted to reserve stock storage purposes incidental to such primary use.

(30) Open storage uses which shall comply with the following provisions:

(a) All open storage and display of merchandise, material, and equipment shall be screened by adequate ornamental fencing or evergreen planting at the side and rear of the lot on which said open storage or display occurs; provided, however, that screening shall not be required in excess of seven feet in height.

(b) All of the lot used for parking of vehicles, for the storage and display of merchandise, and all driveways used for vehicle ingress and egress shall be constructed and maintained in such a manner that no dust will be produced by continued use.

(c) All servicing of vehicles carried on as an incidental part of the sales operation shall be conducted within a completely enclosed building.

(d) Outdoor lighting, when provided, shall have an arrangement of reflectors and an intensity of lighting which will not interfere with adjacent land uses or the use of adjacent streets, and shall not be of a flashing or intermittent type.

(31) Stores or shops for the conduct of retail business which do not maintain gasoline dispensing services.

(32) Name plate and sign, as regulated in Chapter 18.140 SCC.

(33) Amusement and recreation establishments except open-air drive-in theaters.

(34) Stores for the conduct of retail business which are not gasoline service stations but which do maintain gasoline dispensing services incidental to their primary business provided they meet the requirements of Chapter 18.145 SCC.

(35) Elementary or high schools, public or private. Living or sleeping quarters shall be permitted in the same building with the school use.

(36) Colleges or universities, public or private.

(37) Co-location of telecommunication antenna and related equipment as regulated in SCC 18.185.020(4). (Zoning ordinance Art. 4, § 8).

18.55.030 Area regulations.

The following requirements shall apply to all uses permitted in this district:

(1) Front Yard. All buildings shall setback from the street right-of-way lines not less than 20 feet.

(2) Side Yard. On the side of a lot adjoining a residential district, there shall be a side yard of not less than 25 feet. There shall be a side yard setback from an intersecting street of not less than 25 feet. In all other cases a side yard for a commercial building shall not be required.

(3) Rear Yard. None, except when abutting a residential or professional district and then there shall be a minimum rear yard, alley, service court, or combination thereof, of not less than 25 feet in depth, and all of the service areas of all buildings shall be completely screened from public view with permanent ornamental screening materials.

(4) Maximum Lot Coverage. No building or buildings shall cover more than ~~35~~50 percent of the lot area. (Zoning ordinance Art. 4, § 8).

18.55.040 Height regulations.

No building shall exceed two and one-half stories, or 35 feet in height, except as provided in Chapter 18.115 SCC. (Zoning ordinance Art. 4, § 8).

18.55.050 Off-street parking.

Off-street parking is as regulated in Chapter 18.125 SCC. (Zoning ordinance Art. 4, § 8).

18.55.060 Uses permitted on review.

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

(1) Group house.

(2) Medical care facility.

(3) The following uses may be permitted on review by the city council in accordance with provisions contained in Chapter 18.210 SCC; however, this subsection shall not be considered to be a use permitted on review for purposes in Chapters 18.50 and 18.55 SCC:

Living and/or sleeping quarters in detached accessory buildings and on the ground and basement floors of main buildings.

A proposed use under this chapter is to be considered on its own merits using the following criteria as a guide:

(a) The design of the existing building or the proposed building to be built.

(b) The historical significance of the structure on the lot or the historical significance of structures in the immediate vicinity.

(c) The amount of business usage that has at that time already developed in the immediate vicinity of the lot.

(d) The anticipated immediate new business development expected in the vicinity.

(e) Lot size, topography conditions.

(4) Day nurseries, private. (Zoning ordinance Art. 4, § 8).

Ordinance No. 2019-___

AN ORDINANCE AMENDING, RESTATING AND REORDAINING CHAPTER 18.55, B-1 LOCAL BUSINESS DISTRICT, OF TITLE 18 ZONING, OF THE STAUNTON CITY CODE

<u>Recitals</u>

A. Belvidere Group LLC, wishes to build an addition to 901 North Augusta Street, to increase the size of the commercial kitchen and to reopen a restaurant in the existing structure;

B. 901 North Augusta Street is zoned B-1, Local Business, and the maximum area that may be covered by structures in the B-1, Local Business District, is set forth in SCC § 18.55.030(4), Maximum Lot Coverage, and the existing structures on the lot already exceed the maximum area that may be covered;

C. Belvidere Group LLC, has applied for an amendment to SCC § 18.55.030(4) to increase the maximum lot coverage from 35 percent to 50 percent;

D. City staff has determined that, in some instances, businesses located in B-1, Local Business Districts, are unduly burdened by the 35 percent maximum lot coverage limitation and recommended to Planning Commission that it endorse the proposed amendment;

E. The Staunton Planning Commission, after study and review, recommended approval of the proposed amendment to SCC § 18.55.030(4) to allow for a larger lot coverage in the B-1, Local Business District;

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

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton**,** Virginia, that Section 18.55.030(4), of Section 18.55.030, Area Regulations, of Chapter 18.55, B-1 Local Business District, of Title 18 Zoning, of the Staunton City Code be, and hereby is amended as follows:

Chapter 18.55
B-1 LOCAL BUSINESS DISTRICT

Sections:

<u>18.55.010 General description.</u>

<u>18.55.020 Uses permitted.</u>

18.55.030 Area regulations.

18.55.040 Height regulations.

18.55.050 Off-street parking.

18.55.060 Uses permitted on review.

….

18.55.030 Area regulations.

The following requirements shall apply to all uses permitted in this district:

(1) Front Yard. All buildings shall setback from the street right-of-way lines not less than 20 feet.

(2) Side Yard. On the side of a lot adjoining a residential district, there shall be a side yard of not less than 25 feet. There shall be a side yard setback from an intersecting street of not less than 25 feet. In all other cases a side yard for a commercial building shall not be required.

(3) Rear Yard. None, except when abutting a residential or professional district and then there shall be a minimum rear yard, alley, service court, or combination thereof, of not less than 25 feet in depth, and all of the service areas of all buildings shall be completely screened from public view with permanent ornamental screening materials.

(4) Maximum Lot Coverage. No building or buildings shall cover more than ~~35~~50 percent of the lot area.

….

In all other respects, the provisions of chapter 18.55 of the Staunton City Code remain the same and are hereby restated, confirmed and reordained.

Introduced:
Adopted:
Effective Date:

____
Carolyn W. Dull, Mayor

ATTEST:______________________________
Suzanne F. Simmons
Clerk of Council

CITY COUNCIL **AGENDA BRIEFING**

Staunton, VA

Meeting Date:	**May 9, 2019**	**Staff Member:** **Kurt Plowman, Chief Technology Officer**
Item #	**D**	
Ordinance #		
Department:	**Information Technology**	
Council Vision:	**Resilience; Built Environment; Economic Development; Education**	
Subject:	**Public Hearing and Consideration of an Ordinance Granting a Non-Exclusive Cable Television Franchise to Shenandoah Cable Television, LLC to Operate a Cable Television System within the City of Staunton**	

Background: Shenandoah Cable Television, LLC has requested a cable television franchise, which would conditionally allow it to use the dedicated public rights-of-way within the corporate limits. The City has developed a form of franchise agreement (Attachment 1) and a form of ordinance (Attachment 2), for a potential 15-year non-exclusive franchise.

At the regular meeting, the Mayor will conduct a public hearing, as properly noticed in the *News Leader* (Attachment 3). Council will receive any preliminary recommendations from the staff relative to the proposed franchise agreement and ordinance. Council will then consider adoption of the proposed ordinance, authorizing a franchise.

City Manager's Recommendation: Recommend that, at the regular meeting, the Mayor conduct a public hearing, and Council take action on adopting the proposed ordinance authorizing the franchise.

Suggested Motion (to be made after the public hearing): I move that Council grant the cable television franchise to Shenandoah Cable Television, LLC and authorize the proposed agreement between the City and Shenandoah Cable Television, LLC.

City Manager: Stephen F. Owen

DRAFT 04.30.19

NON-EXCLUSIVE CABLE FRANCHISE AGREEMENT

BETWEEN

THE CITY OF STAUNTON

AND

SHENANDOAH CABLE TELEVISION, LLC

TABLE OF CONTENTS

Section 1. Definition of Terms 2
Section 2. Grant of Authority 5
Section 3. Construction and Maintenance of the Cable System 6
Section 4. Service Obligations 9
Section 5. EG Services 10
Section 6. Customer Service Standards; Customer Bills; and Privacy Protection 12
Section 7. Oversight and Regulation by City 13
Section 8. Transfer or Change of Control of Cable System or Franchise 14
Section 9. Insurance and Indemnity 15
Section 10. System Description and Service 16
Section 11. Enforcement and Revocation Proceedings 16
Section 12. Competitive Equity 18
Section 13. Miscellaneous Provisions 19

EXHIBIT A: Map of Proposed Initial Build Out Area
EXHIBIT B: Courtesy Service Locations
EXHIBIT C: EG Origination Facility

NON-EXCLUSIVE FRANCHISE AGREEMENT

This non-exclusive Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the City of Staunton, a municipal corporation and political subdivision of the Commonwealth of Virginia (hereinafter, "City") and Shenandoah Cable Television, LLC (hereinafter, "Franchisee"), a Virginia limited liability company authorized to do business in the Commonwealth of Virginia (SCC #S401699).

The City, having determined that the financial, legal, and technical ability of the Franchisee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community in the City of Staunton, Virginia, desires to enter into this Franchise Agreement with the Franchisee for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. At its meeting on ____________, 2019, after proper notice and public hearing, the Staunton City Council adopted Ordinance No. 2019-__, authorizing this Franchise Agreement.

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 Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521-573 (the "Cable 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 used in the plural number include the singular number, and likewise, words used 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 Cable Act, or herein shall be given their common and ordinary meaning.

1.1. "Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or other Programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming service. Cable service does not include any video programming provided by a commercial mobile service provider defined in 47 U.S.C. § 332 (d).

1.2. "Cable System" or "System" means any facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service that includes video programming and that is provided to multiple subscribers within a community, except that such definition shall not include (i) a system that serves fewer than 20 subscribers; (ii) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (iii) a facility that serves only subscribers without using any public right-of-way; (iv) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the

Communications Act of 1934, 47 U.S.C. § 201 *et seq*., except that such facility shall be considered a cable system to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (v) any facilities of any electric utility used solely for operating its electric systems; (vi) any portion of a system that serves fewer than 50 subscribers in any locality, where such portion is a part of a larger system franchised in an adjacent locality; or (vii) an open video system that complies with § 47 U.S.C. § 573.

1.3. "City" means the City of Staunton, Virginia, or the lawful successor, transferee, designee, or assignee thereof.

1.4. "Customer" or "Subscriber" means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Franchisee's express permission.

1.5. "Effective Date" means the date prescribed in the ordinance granting the franchise and authorizing the Franchise Agreement.

1.6. "EG" means Educational and Governmental ("EG") Access which shall be provided in accordance with federal law, § 47 U.S.C. 531, the Code of Virginia and otherwise applicable law.

1.7. "FCC" means the Federal Communications Commission, or successor governmental entity thereto.

1.8. "Franchise" means the initial authorization, or renewal thereof, issued by the City, 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 Cable System.

1.9. "Franchise Agreement" or "Agreement" means this Agreement and any amendments or modifications hereto.

1.10. "Franchise Area" means 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.

1.11. "Franchisee" means Shenandoah Cable Television, LLC.

1. 12. "Person" or "Persons" means 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 City.

1. 13. "Public Buildings" means those buildings owned or leased by the City for government administrative or operational purposes, and shall not include buildings owned

by the City but leased to third parties or buildings such as storage facilities at which government or government-affiliated employees are not regularly stationed.

1.14. “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 Cable System. 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 Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and appurtenant to the Cable System; 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 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 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.

1.15. “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.

1.16. “Standard Installation” means the standard one hundred twenty-five foot (125’) aerial Drop connection to the existing distribution system.

1.17. “VDOT” means the Virginia Department of Transportation.

1.18. "Video Programming" or "Programming" means the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

1.19. "Video Service Provider" or "VSP" means any entity using the public rights-of-way to provide multiple Video Programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multi-channel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

SECTION 2 - Grant of Authority

2.1. Franchise Grant. The City hereby grants to the Franchisee under the Code of Virginia and the Cable Act and the City Charter and City Code, as applicable, a non-exclusive Franchise authorizing the Franchisee to construct and operate a Cable System in the Public Way 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 Cable System, and to provide such services over the Cable System 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 or otherwise expires in accordance with the terms of this Franchise Agreement, the Code of Virginia, and the Cable Act. This Franchise shall be automatically extended for one (1) additional term of five (5) years unless either party notifies the other in writing of its desire to enter renewal negotiations under the Cable Act at least three (3) years before the expiration date of the then-current Franchise Agreement, whether it be the initial term or any subsequent extended term.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Article 1.2 of Chapter 21 of Title 15.2 of the Code of Virginia and 47 U.S.C. § 546, as amended, and otherwise applicable law.

2.4. Reservation of Authority. Nothing in this Franchise Agreement shall be construed as a waiver of applicability of any generally applicable codes or ordinances promulgated by the City, the Commonwealth of Virginia or the United States.

SECTION 3 - Construction and Maintenance of the Cable System

3.1. Permits and General Obligations. 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. 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. Construction, installation, and maintenance of the Cable System 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. 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 Cable System. All transmission and distribution structures, poles, other lines, and equipment installed by the Franchisee for use in the Cable System 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.

3.2. Conditions of Street Occupancy.

3.2.1. 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 Cable System, 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 Cable System 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.

3.2.2. 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 charge 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.

3.2.3. Restoration of Public Way. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Franchisee disturbs, alters, or damages any Public Way, the Franchisee shall, at its own cost and expense, replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance as is practical.

3.2.4. 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 Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.2.5. 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 Cable System 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.

3.2.6. Aerial and Underground Construction. At the time of Cable System 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 Cable System 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 Cable System's 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.

3.2.7. 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.

3.2.8. 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.

3.2.9. 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.

3.2.10. Undergrounding and Beautification Projects. 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.

SECTION 4 - Service Obligations

4.1. General Service Obligations. The Franchisee shall make Cable Service generally available to businesses and residential dwelling units within the Franchise Area. The Franchisee initially shall build out its Cable System to make Cable Service generally available to those business and residential units located within the red ovals shown on the map attached to this Franchise Agreement as Exhibit A. The Franchisee shall use commercially reasonable efforts (considering build out costs, geographical and geological conditions, and business conditions) to complete such initial build out by January 1, 2022. Franchisee shall complete its Cable System within the remainder of the Franchise area within a commercially reasonable time (considering build out costs, geographical and geological conditions, and business conditions). In addition to the obligations and considerations set forth above, Franchisee shall offer Cable Service to all new or previously unserved business and residential units within 150 feet of the Franchisee's distribution cable.

The Franchisee may elect to extend Cable Service to areas that do not otherwise qualify to receive Cable Service under this section if any resident or group of residents agree in writing to pay to Franchisee the cost of construction, including materials, labor, and the total cost of any easement(s) necessary to accomplish the proposed line extension. One half of the cost of construction shall be paid to the Franchisee prior to engineering and the balance shall be paid prior to commencement of construction.

4.2. Programming. The Franchisee shall offer to all Customers a diversity of Video Programming services in accordance with federal law.

4.3. No Unfair Discrimination. Neither the Franchisee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination towards, between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area; provided, however, Franchisee reserves the right to deny service for good cause, including but not limited to non-payment or theft of service, vandalism of equipment, or documented or founded harassment or abuse of Franchisee's employees or agents or subcontractors. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the

Franchisee are satisfied. Nothing contained herein shall prohibit the Franchisee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its customary business practice so long as there is no disparate discriminatory impact on a group of Persons.

4.4. Prohibition Against Reselling Service. No Person shall sell, offer for sale, or resell, without the express prior written consent of the Franchisee, any Cable Service, program or signal transmitted over the Cable System by the Franchisee.

SECTION 5 – Educational and Government (EG) Services

5.1. EG Set Aside.

5.1.1. Subject to the other provisions of this Section, Franchisee will make available two (2) EG Channels for EG access video programming provided by the City as part of its Cable Service.

5.1.1.1. Each EG Channel shall be transmitted on the Cable System so that every Subscriber can access, receive and view the EG signals, using the same converters and signal equipment used for receiving other Basic Service Channels. Subscribers shall pay no additional charges to access, receive or view EG channels. Franchisee will carry secondary audio and closed captioning subject to such information being provided in a format or manner compatible with the Cable System.

5.1.1.2. Each EG Channel shall be delivered to Subscribers without material degradation so that each EG Channel is viewable and available in the same resolutions and at a quality equal to the quality of similar standard definition commercial cable channels; provided, Franchisee is not required to deliver a signal in a higher quality format than is delivered to the Franchisee.

5.1.2. The Franchisee shall place the EG channels on its channel lineup as follows:

5.1.2.1. The Franchisee shall place the EG Channels near local broadcast stations if such channel positions are not already taken, or if that is not possible, near news/public affairs programming channels, or such other location as is reasonably agreeable to the City (the “Acceptable Channel Locations”). The Franchisee shall not arbitrarily or capriciously change such EG Channel assignments, and the Franchisee shall minimize the number of such changes. The Franchisee shall use commercially reasonable efforts to keep relocated EG Channels assigned to an Acceptable Channel Location. If the channel assignment change is within the control of the Franchisee, the Franchisee must give the EG Channel programmer sixty (60) days' notice of such change (if commercially practicable) but in no event less than thirty (30) days.

5.1.2.2. All EG Channels shall be provided as part of the most basic package of Cable Services offered or as otherwise provided by applicable law.

5.2. EG Return Feeds. The Franchisee is responsible for providing and maintaining the existing EG return feed connections from the EG origination facilities as identified in Exhibit B, and providing the equipment so that it may receive EG signals those facilities and simultaneously transmit those signals to an appropriate point for redistribution to Subscribers on the appropriate EG channels. The City shall provide the Franchisee with the ability to interconnect its Cable System to receive EG Channels at the City's EG facilities. In the event that the City moves its EG origination facility, or activates a new EG origination facility, Franchisee shall, at the expense of the City, construct the necessary EG Access video return feed to the new origination facility within one hundred eighty (180) days of payment by the City.

5.3. Management of Channels. The City may designate one (1) or more entities, including a non-profit access management corporation, to perform any or all of the functions related to the EG Channels.

5.3.1. The City shall require all local producers and users of any of the EG facilities or Channels to agree in writing to authorize the Franchisee to transmit programming consistent with this Agreement and to indemnify, defend and hold harmless the Franchisee, from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or in service mark or any other intellectual property rights; for breach of contractual or other obligations owing to third parties by the producer or User; and for any other injury or damage in law or equity, which result from the use of a EG facility or Channel.

5.3.2. Onscreen Menus and Programming Guides. The Franchisee shall, upon request, make available to the City the ability to place EG channel programming information on the interactive channel guide by putting the City in contact with the electronic programming guide vendor that provides the guide service. Franchisee will be responsible for providing the designations and instructions necessary to facilitate the channels appearing on the programming guides throughout the City and for any necessary headend costs associated therewith. The City shall be responsible for providing programming information to the electronic programming guide vendor and for any costs related to the implementation of the individual program listings therewith.

5.4. Changes to System. If the Franchisee makes changes to the Cable System that require modifications to access facilities and equipment, the Franchisee shall make any necessary changes to the Franchisee's headend and distribution facilities or equipment within thirty (30) days so that EG facilities and equipment may be used as intended in this Agreement.

5.5. Backup Facilities and Equipment. The Franchisee shall design, build, and maintain all EG upstream feeds, interconnection, and distribution facilities so that such feeds function as reliably as Franchisee's Cable System as a whole within the City, and are no more likely to fail than is Franchisee's Cable System as a whole within the City.

5.6. Editorial Control. Except as expressly permitted by federal law, the Franchisee shall not exercise any editorial control over the content of programming on the EG Channels (except for such programming as the Franchisee may cablecast on such EG Channels).

5.7. Use of EG Channels, Facilities and Equipment.

5.7.1. The City, or the entity that manages an EG Channel, may establish and enforce rules and procedures for use of the EG Channels pursuant to 47 U.S.C. § 531(d). The City shall resolve any disputes among Users regarding allocation of EG Channels.

5.7.2. The Franchisee will provide upstream and downstream transmission of the EG Channels on its Cable System at no charge to the City or other EG Channel programmers except as specified in this Franchise Agreement.

5.7.3. The City or its licensees, assigns, or agents shall not transmit on the EG Channels commercial programming or commercial advertisements to the extent that they would constitute competition with the Franchisee, subject to the following: For purposes of this subsection, "Commercial Programming or Commercial Advertisements" shall mean programming or advertisements for which the City or any Participating Municipality receives payment from a third party (a party other than the City, a Participating Municipality or the Franchisee), but shall not include announcements indicating that programming is underwritten by a commercial entity, such as the underwriting announcements typically displayed by the public broadcasting system.

SECTION 6 - Customer Service Standards; Customer Bills; and Privacy Protection

6.1. Customer Service Standards. The City hereby adopts the customer service standards set forth in 47 C.F.R. Part 76, § 76.309 of the FCC's rules and regulations, as amended. The Franchisee shall comply in all respects with the customer service requirements established by the FCC now and in the future.

6.2. Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (i) is not misleading and (ii) does not omit material information. Notwithstanding anything to the contrary in Section 6.2, above, the Franchisee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by 47 U.S.C. § 542 (c).

6.3. Privacy Protection. The Franchisee shall comply with all applicable federal and state privacy laws, including 47 U.S.C. § 551 and regulations adopted pursuant thereto.

6.4. Notice Requirements. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC rate regulations. Before any new or modified rate, fee, or charge is imposed, the Franchisee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

6.5. Changes in Service. Franchisee shall provide the City with not less than thirty (30) days written notice prior to implementing any rate change or significant channel or programming service change affecting Subscribers, provided that such change is within the control of the Franchisee.

SECTION 7 - Oversight and Regulation by City

7.1. Communications Tax. Franchisee shall comply with the provisions of Section 58.1-645 *et seq.* of the Code of Virginia, pertaining to the Virginia Communications Sales and Use Tax.

7.2. Oversight of Franchise. In accordance with applicable law, the City shall have the right to, at its sole cost and expense and upon reasonable prior written notice and in the presence of Franchisee's employee, periodically inspect the construction and maintenance of the Cable System in the Franchise Area as necessary to monitor Franchisee's compliance with the provisions of this Franchise Agreement.

7.3. Technical Standards. The Franchisee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76 *et seq*. To the extent those standards are altered, modified, or amended during the term of this Franchise Agreement, the Franchisee shall comply with such altered, modified or amended standards within a commercially reasonable period after such standards become effective. The City shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC rules.

7.4. Maintenance of Books, Records, and Files.

7.4.1. Books and Records. Throughout the term of this Franchise Agreement and for three (3) years afterwards, the Franchisee agrees that the City may review the Franchisee's books and records in the Franchise Area as are reasonably necessary to evaluate Franchisee's compliance with the provisions of this Franchise

Agreement, upon reasonable prior written notice to the Franchisee pursuant to this Agreement, at the Franchisee's business office, during Normal Business Hours, and without unreasonably interfering with Franchisee's business operations. All such documents that may be the subject of an inspection by the City shall be retained by the Franchisee for a minimum period of thirty-six (36) months.

7.4.2. File for Public Inspection. The Franchisee shall maintain public inspection files those documents required pursuant to the FCC's rules and regulations in accordance with 47 C.F.R. § 1700.

7.4.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree, through the execution of a non-disclosure agreement, to maintain the confidentiality of all such information. The Franchisee shall not be required to provide Customer information in violation of 47 U.S.C. § 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. Franchisee may make proprietary or confidential information available for inspection, but not copying or removal of information by the City's representative. In the event that the City has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the City shall notify Franchisee of such request and cooperate with Franchisee in opposing such request in accordance with the provisions of this section and to the extent that these provisions are not inconsistent with applicable state or federal public records law as determined in the reasonable discretion of the City's legal counsel.

SECTION 8 - Transfer or Change of Control of Cable System or Franchise

8.1. Neither the Franchisee nor any other Person may transfer the Cable System or the Franchise without prior written notice to the City. No prior notice shall be required, however, for: (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or in the Cable System in order to secure indebtedness, (ii) a transfer to an entity directly or indirectly owned or controlled bythe parent of the Franchisee or to another affiliate of the Franchisee, or (iii) the sale, conveyance, transfer, exchange or release of fifty percent (50%) or less of its equitable ownership.

8.2. Within 30 days of receiving a notice of transfer, the City may, in accordance with FCC rules and regulations, notify the Franchisee in writing of the additional information, if any, it requires regarding the legal, financial, and technical qualifications of the transferee or new controlling party.

SECTION 9 - Insurance and Indemnity

9.1. 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 9.2, 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.

9.2. 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 Cable System, 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.

9.2.1 Franchisee shall not be required to indemnify the City for negligence or misconduct on the part of the City or its officials, boards, commissions, agents, or employees, including any loss or claims related to EG access Channels in which the City or its designee participates, subject to Applicable Law.

SECTION 10 - System Description and Service

10.1. System Capacity. During the term of this Agreement, the Franchisee's Cable System shall be capable of providing Video Programming with consistently satisfactory reception available to its customers in the Franchise Area in accordance with the Cable Act.

10.2. Cable Service to School Buildings. Upon request, the Franchisee shall provide, at no cost to the City, Basic Cable Service and Standard Installation at one (1) outlet to each public grade school building, not including "home schools," located in the Franchise Area within one hundred twenty five (125) feet of the Franchisee's distribution cable. No charge shall be made for installation or service, except that Franchisee may charge for installation beyond one hundred twenty five (125) feet distance of the cable plant and service for more than one (1) drop in each building. For the purposes of this section, the term "school" means an educational institution that is part of the City's school division that receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 *et seq*., as amended, and does not include "home schools." The school facilities currently receiving, or that may be eligible for service, under this section are specified in Exhibit A.

10.3. Cable Service to Governmental and Institutional Facilities. Upon request, the Franchisee shall provide, at no cost to the City, Basic Cable Service and Standard Installation at one outlet to each Public Building located in the Franchise Area within one hundred twenty five (125) feet of the Franchisee's distribution cable. No charge shall be made for installation or service, except that Franchisee may charge for installation beyond one hundred twenty five (125) feet distance of the cable plant and service for more than one (1) drop in each building. Public Buildings are those buildings owned or leased by the City for government administrative purposes, and shall not include buildings owned by City but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed. The Public Buildings currently receiving, or that may be eligible for service, under this section are specified in Exhibit A.

SECTION 11 - Enforcement and Revocation Proceedings

11.1. Non-Compliance Procedures. Should the City believe that the Franchisee has not complied with any of the provisions of this Franchise Agreement, it shall: (i) informally discuss the matter with the Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the City shall notify the Franchisee in writing of the exact nature of the noncompliance (the "Noncompliance Notice").

11.1.1. Response. The Franchisee shall have thirty (30) days from receipt of the Noncompliance Notice to (i) respond to the City, if the Franchisee contests, in whole or in part, the assertion of noncompliance; (ii) cure such default; or (iii) in the event that, by the nature of default, such default cannot be cured within the 30-day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

11.1.2. Public Hearing. The City shall schedule a public hearing in the event that the Franchisee fails to respond to the Noncompliance Notice pursuant to the above or in the event that the alleged default is not remedied within 45 days of the receipt of the Noncompliance Notice. The City shall provide the Franchisee at least 30 business days prior written notice of such hearing, which will specify the time, place, and purpose. At the designated hearing, Franchisee shall be provided a fair opportunity for full participation in accordance with applicable law, including the right to be represented by legal counsel.

11.2. Enforcement. Subject to applicable federal and state law, in the event the City, after such public hearing, determines that the Franchisee is in default of any material provision of the Franchise, the City may: (i) seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or (ii) in the case of a substantial default of a material provision of the Franchise, initiate revocation proceedings in accordance with the following:

11.2.1. The City shall give written notice to the Franchisee of its intent to revoke the Franchise on the basis of a pattern of non-compliance by the Franchisee, including two (2) or more instances of substantial non-compliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the non-compliance. The Franchisee shall have 90 business days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Franchisee or upon receipt of the response does not agree that the allegations of non-compliance have been or will be resolved, it may then seek revocation of the Franchise at a public hearing. The City shall cause to be served upon the Franchisee, at least 30 days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request revocation of the Franchise.

11.2.2. At the designated public hearing, the City shall give the Franchisee an opportunity to state its position on the matter, present evidence and question witnesses, in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Virginia, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the Franchisee within ten (10) business days at the sole expense of the Franchisee. The decision of the City shall be in writing and shall be delivered to the Franchisee by certified mail or such other means as documents the delivery to the Franchisee. The Franchisee may appeal such determination to an appropriate court, which shall have the power to review the decision of the City "de novo" and to modify or reverse such decision as justice may require.

11.3. Technical Violation. The City agrees that it is not its intention to subject the Franchisee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

11.3.1. In instances or for matters where a violation or a breach of the Franchise by the Franchisee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

11.3.2. Where there existed circumstances reasonably beyond the control of the Franchisee and which precipitated a violation by the Franchisee of the Franchise, or which were deemed to have prevented the Franchisee from complying with a term or condition of the Franchise.

11.4. No Removal of System. Franchisee shall not be required to remove its Cable System or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act, or any portion thereof as contemplated under 47 U.S.C. § 541(b).

SECTION 12 - Competitive Equity

12.1. Purposes. The Franchisee and the City acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to residents of the Franchise Area; and changes in the scope and application of the traditional regulatory framework governing the provision of video services are being considered in a variety of federal, state and local venues. To foster an environment where video service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to residents of the Franchise Area; promote local communications infrastructure investments and economic opportunities in the Franchise Area; and provide flexibility in the event of subsequent changes in the law, the Franchisee and the City have agreed to the provisions in this Section, and they should be interpreted and applied with such purposes in mind.

12.2. New Video Service Provider.

12.2.1. Notwithstanding any other provision of this Agreement or any other provision of law, if any Video Service Provider ("VSP") (i) enters into any agreement with the City to provide video services to subscribers in the Franchise Area, or (ii) otherwise begins to provide video services to subscribers in the Franchise Area (with or without entering into an agreement with the City), the City, upon written request of the Franchisee, shall permit the Franchisee to construct and operate its Cable System and to provide video services to subscribers in the Franchise Area under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Franchisee and the City shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and conditions as are applicable to the VSP within 60 days after the Franchisee submits a written request to the City.

12.2.2. If there is no written agreement or other authorization between the new VSP and the City, the Franchisee and the City shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent reasonably contains provisions that will ensure competitive equity between the Franchisee and other VSPs, taking into account the terms and conditions under which other VSPs are allowed to provide video services to subscribers in the Franchise Area.

12.3. Subsequent Change in Law. If there is a change in federal, state or local law that provides for a new or alternative form of authorization for a VSP to provide video services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the City may request from or impose on a VSP providing video services to subscribers in the Franchise Area, the City agrees that, notwithstanding any other provision of law, upon Franchisee's written request the City shall: (i) permit the Franchisee to provide video services to subscribers in the Franchise Area on the same terms and conditions as are applicable to a VSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to help ensure competitive equity and parity between the Franchisee and other VSPs, taking into account the conditions under which other VSPs are permitted to provide video services to Subscribers in the Franchise Area. The City and the Franchisee shall implement the provisions of this Section within sixty (60) business days after the Franchisee submits a written request to the City. Notwithstanding any provision of law that imposes a time or other limitation on the Franchisee's ability to take advantage of the changed law's provisions, the Franchisee may exercise its rights under this Section at any time, but not sooner than 30 days after the changed law goes into effect.

12.4. Effect on This Agreement. Any agreement, authorization, right or determination to provide video services to subscribers in the Franchise Area under Sections 12.2 or 12.3 shall supersede this Agreement, and the Franchisee, at its option, may terminate this Agreement or portions thereof, upon not less than one-hundred eighty (180) days prior written notice to the City, without penalty or damages.

SECTION 13 - Miscellaneous Provisions

13.1. 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 Cable System, 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.

13.2. 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 City:

City Manager
City of Staunton
City Hall
116 West Beverley Street
Staunton, VA 24401
With Copies to:

Chief Technology Officer
City of Staunton
City Hall
116 West Beverley Street
Staunton, VA 24401

To the Franchisee:

Shenandoah Cable Television, LLC
500 Shentel Way
Edinburg, VA 22824
Attention: Vice President – Industry and Regulatory Affairs

With a copy to General Counsel at the same address.

13.3. Entire Agreement. This Franchise Agreement and any exhibits or addendums hereto constitute the entire agreement between the City 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.

13.4. 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.

13.5. 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.

13.6. 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 City and the Franchisee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate resolution or order by the City, as required by applicable law.

13.7. 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 sovereign or other immunity, to the maximum extent applicable.

13.8. 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.

13.9. 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.

13.10. Incorporation by Reference.

13.10.1. 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 State where the Franchise Area is located, 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 may alter the obligations, interpretation and performance of this Franchise Agreement to the extent that any provision of this Franchise Agreement conflicts with or is inconsistent with such laws, rules or regulations.

13.10.2. 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 City 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.

13.11. 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.

13.12. Annexation. Upon not less than ninety (90) days written notice, any additions of territory to the City, 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 Cable System located or operated within said territory.

13.13. 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.

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: ____

STATE OF VIRGINIA
CITY/COUNTY OF ________________

The foregoing instrument was acknowledged before me this ____ day of __________, 2019 by Stephen F. Owen, City Manager for the City of Staunton, Virginia.

SHENANDOAH CABLE TELEVISION, LLC:

By: ____

Print Name: ______________

Title: ___________________

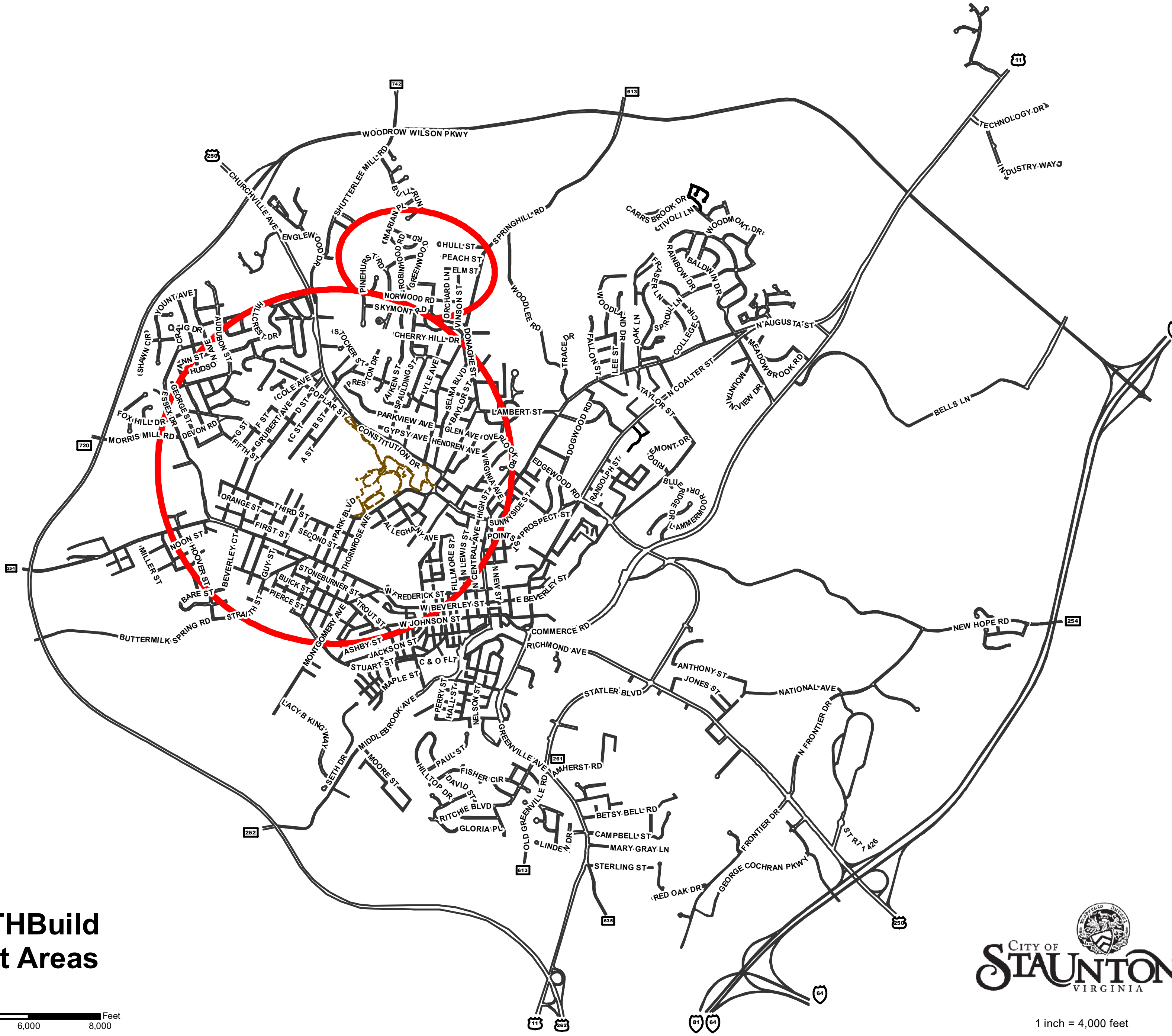
Date: ____

STATE OF VIRGINIA
CITY/COUNTY OF ________________

The foregoing instrument was acknowledged before me this ____ day of __________, 2019 by _____________________ for Shenandoah Cable Television, LLC.

EXHIBIT A

Map of Proposed Initial Build Out Area



Shentel FTTHBuild Initial Target Areas

0 1,000 2,000 4,000 6,000 8,000 Feet

CITY OF STAUNTON VIRGINIA

1 inch = 4,000 feet

EXHIBIT B

Courtesy Service Locations

Schools Facilities:

Bessie Weller Elementary School
800 Greenville Avenue, Staunton, VA 24401

Dixon Educational Center
1751 Shutterlee Mill Road, Staunton, VA 24401

McSwain Elementary School
1101 North Coalter Street, Staunton, VA 24401

Shelburne Middle School
300 Grubert Avenue, Staunton, VA 24401

School Board
116 West Beverley Street, Staunton, VA 24401

Ware Elementary School
330 Grubert Avenue, Staunton, VA 24401

Public Buildings:

Gypsy Hill Golf Club
Clubhouse, Thornrose Avenue, Staunton, VA 24401

Office on Youth
900 Nelson Street, Staunton, VA 24401

Staunton City Hall
116 West Beverley Street, Staunton, VA 24401

Staunton Fire Station #1
500 North Augusta Street, Staunton, VA 24401

Staunton Fire Station #2
302 Grubert Avenue, Staunton, VA 24401

Staunton Parks and Recreation
Montgomery Hall Park
1000 Montgomery Avenue, Staunton, VA 24401

Staunton Public Library
1 Churchville Avenue, Staunton, VA 24401

Staunton Public Works
1911 Craigmont Road, Staunton, VA 24401

Staunton Water Treatment Plant
1907 Craigmont Road, Staunton, VA 24401

EXHIBIT C
EG Origination Facility

Staunton City Hall
116 West Beverley Street, Staunton, VA 24401

Ordinance No. 2019 - __

AN ORDINANCE GRANTING A NON-EXCLUSIVE CABLE TELEVISION FRANCHISE TO SHENANDOAH CABLE TELEVISION, LLC TO OPERATE A CABLE TELEVISION SYSTEM WITHIN THE CITY OF STAUNTON

Recitals

A. Pursuant to provisions of Article 1.2 of Chapter 21 of Title 15.2 of the Code of Virginia, no one may construct, install, maintain, or operate a cable television system through, on, over, or under any public rights-of-way within the City without first having applied for and being granted a franchise by the City;

B. Shenandoah Cable Television, LLC has asked that it be granted a non-exclusive franchise to operate a cable television system within the City;

C. The City and Shenandoah Cable Television, LLC have continued to negotiate a draft cable television franchise agreement (Agreement) and now have tentatively reached a proposed agreement, a copy of which is annexed and incorporated by reference hereto;

D. The City of Staunton is authorized by Chapter 2, Section 11 of the City Charter to control and regulate all property belonging to the City and by the provisions of Virginia Code §§ 15.2-2100, 15.2-2108.20, and 15.2-2108.21 to grant a negotiated cable television franchise;

E. The provisions of Staunton City Code § 2.10.180 and Virginia Code § 15.2-2100 require a recorded affirmative vote of three-fourths of all of the City Council members to grant a franchise;

F. Notice of a public hearing for the proposed Agreement was advertised once a week for two successive weeks, on April 30, 2019 and May 7, 2019, in the *News Leader*, a newspaper having general circulation in the City of Staunton;

G. At the May 9, 2019 public hearing there was an opportunity to review economic considerations, the impact on private property rights, the impact on public convenience, the public need and potential benefit, including increased competition, and other relevant factors; and

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that it **HEREBY FINDS** the public welfare will be enhanced by the grant of the non-exclusive franchise requested by Shenandoah Cable Television, LLC and it is in the best interests of the City to grant **AND HEREBY GRANTS** a negotiated cable television franchise and authorizes the proposed Agreement in accordance with its terms between the City and Shenandoah Cable Television, LLC; and it is

FURTHER ORDAINED that the Staunton City Manager is authorized to sign such Agreement and any other documents embodying the terms approved herein on behalf of the City, upon approval of the City Attorney; and it is

FURTHER ORDAINED that such franchise and Agreement shall be effective upon the date upon which the Agreement is last signed by the City and Shenandoah Cable Television, LLC and shall be granted for an initial term of ten (10) years. The franchise and Agreement shall be automatically extended for one (1) additional term of five (5) years unless either party notifies the other in writing of its desire to enter renewal negotiations under the Cable Act, 47 U.S.C. §§ 521-573, at least three (3) years before the expiration date of the Agreement.

Introduced:
Adopted:
Effective Date:

____
Carolyn W. Dull, Mayor

ATTEST: ____________________________
Suzanne F. Simmons
Clerk of Council

The News Leader

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

Customer: STAUNTON CITY OF

Address: 116 W BEVERLEY ST
STAUNTON VA 24401
USA

Ad No.: 0003529684
Pymt Method Invoice
Net Amt: $605.32

Run Times: 2

No. of Affidavits: 1

Run Dates: 04/30/19, 05/07/19

Text of Ad:

CITY OF STAUNTON
NOTICE OF PUBLIC HEARING
REGARDING PROPOSED
SHENANDOAH CABLE TELEVISION, LLC CABLE FRANCHISE

A public hearing will be held during the regular meeting of Staunton City Council at 7:30 p.m. on Thursday, May 9, 2019, on whether to adopt an ordinance regarding a proposed negotiated Cable Franchise Agreement between the City of Staunton and Shenandoah Cable Television, LLC. The proposed Cable Franchise Agreement would authorize Shenandoah Cable Television, LLC to operate a Cable Television Franchise within the City of Staunton. The proposed Cable Franchise Agreement also establishes the rights, obligations, and privileges of the parties to the agreement, the City of Staunton and Shenandoah Cable Television, LLC. The proposed Cable Franchise is for a potential period of 15 years.

The hearing will be held in Council Chambers, first floor of City Hall, 116 West Beverley Street, Staunton, Virginia.

The proposed ordinance is authorized by, among other considerations, the City Charter, Chapter 2, Section 11, and by Virginia Code Sections §§ 15.2-2100, 15.2-2108.20 and 15.2-2108.21.

A true and complete copy of the full text of the proposed ordinance is on file in the office of the Clerk of Council.

All persons wishing to be heard at the public hearings 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

0003529684-01

CITY COUNCIL **AGENDA BRIEFING**

Staunton, VA

Meeting Date:	**May 9, 2019**	**Doug Guynn** **City Attorney**
Item #	**E**	
Ordinance #		
Department:	**City Attorney**	
Council Vision:	**Responsive, Efficient Government**	
Subject:	**Consideration of a Resolution Further Memorializing the Continuing Authority of the City Attorney to Authorize Claims, Actions, Suits, Appeals, Challenges and All Other Proceedings of Any Nature in Any Court, Tribunal, or in Any Forum**	

Background: Under the provisions of Section 2.35.010, General Powers and Duties, of Chapter 2.35, City Attorney, of Title 2, Administration, of the Staunton City Code, the City Attorney "shall have the management, charge and control of all law business of the city."

Under the provisions of Section 2.35.030, Duties with respect to litigation, of Chapter 2.35, City Attorney, of Title 2, Administration, of the Staunton City Code,

> [i]t shall be the duty of the city attorney, unless otherwise directed by the council, to commence and prosecute all actions and suits to be commenced by the city before any tribunal in this state, whether in law or in equity, and to appear in defense and to advocate the rights and interests of the city, or of any officer of the city, in any suit or prosecution for any act in the discharge of his official duties wherein any estate, right, privilege, ordinance or acts of the city government may be brought in question.

Attached is a proposed resolution to affirm that the City Attorney has the continuing authority to decide whether, when, and how to initiate, defend, and manage all City-related litigation and legal proceedings.

City Attorney's Recommendation: City Council discuss and consider adopting the proposed resolution.

Suggested Motion: I move that City Council adopt the proposed resolution affirming that the City Attorney has the continuing authority, without further action of City Council, to commence and defend and direct and manage all claims, actions, suits, appeals, challenges and all other proceedings of any nature and to discontinue any such matters in any court, tribunal or in any forum that, in the judgment and discretion of the City Attorney, serves the City's interests.

Second. Discussion. Vote – Clerk of Council to poll members of Council.

RESOLUTION OF THE STAUNTON CITY COUNCIL FURTHER MEMORIALIZING THE CONTINUING AUTHORITY OF THE CITY ATTORNEY TO AUTHORIZE CLAIMS, ACTIONS, SUITS, APPEALS, CHALLENGES AND ALL OTHER PROCEEDINGS OF ANY NATURE IN ANY COURT, TRIBUNAL, OR IN ANY FORUM ON BEHALF OF THE CITY

RECITALS

A. Under the provisions of Section 2.35.010, General Powers and Duties, of Chapter 2.35, City Attorney, of Title 2, Administration, of the Staunton City Code, the City Attorney “shall have the management, charge and control of all law business of the city.”

B. Under the provisions of Section 2.35.030, Duties with respect to litigation, of Chapter 2.35, City Attorney, of Title 2, Administration, of the Staunton City Code,

> [i]t shall be the duty of the city attorney, unless otherwise directed by the council, to commence and prosecute all actions and suits to be commenced by the city before any tribunal in this state, whether in law or in equity, and to appear in defense and to advocate the rights and interests of the city, or of any officer of the city, in any suit or prosecution for any act in the discharge of his official duties wherein any estate, right, privilege, ordinance or acts of the city government may be brought in question.

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

NOW, THEREFORE, to the extent necessary, the Council of the City of Staunton **AFFIRMS** that the City Attorney has the continuing authority, without further action of City Council, to commence and defend and direct and manage all claims, actions, suits, appeals, challenges and all other proceedings of any nature and to discontinue any such matters in any court, tribunal or in any forum that, in the judgment and discretion of the City Attorney, serves the City's interests.

Adopted this ____ day of May, 2019.

____
Carolyn W. Dull, Mayor

ATTEST: __________________________
Suzanne F. Simmons
Clerk of Council